

Visvesvaraya National Institute of Technology, Nagpur



B-2 TENDER PAPER
(Item Rate)

Name of Work

Refurbishment of Geotechnical Laboratory in Civil Engineering Department. (2nd Call)

Name of Contractor

Estimated Cost Rs.: 3.20 Lac

Date of downloading of tender form: --up to 24/07/2017 till 11.00 a.m.

Last date of receipt of tender: 24/07/2017 up to 1.30 p.m.

VISVESVARAYA NATIONAL INSTITUTE OF TECHNOLOGY, NAGPUR

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**VISVESVARAYA NATIONAL INSTITUTE OF TECHNOLOGY
NAGPUR**

Original Agreement No. B-2

Name of work: Refurbishment of Geotechnical Laboratory in Civil Engineering Department. (2nd Call)

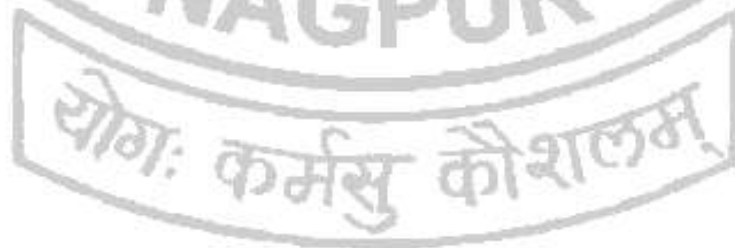
- 1) Name of Contractor : _____
- 2) Date of Tender : _____
- 3) No. & Date Work Order : _____
- 4) Amount of Contract : _____
- 5) Date of Commencement : _____
- 6) Time stipulated for
Completion of work : **02 (Two)** Calendar months from the date of written order to start
Work.
- 7) Date of Completion : _____
as per the agreement
- 8) Actual Date of Completion : _____
- 9) Reference to Sanction of Extension of Time
 - 1) _____
 - 2) _____
 - 3) _____

Certified that this original Agreement contains

Pages from 1 to _____

Fly Leaves _____ Nos.

Drawings _____ Nos.



**VISVESVARAYA NATIONAL INSTITUTE OF TECHNOLOGY
NAGPUR**

B-2 TENDER

Tender downloaded on dated _____ by M/s _____ Contractor registered in class _____ in PWD/ CPWD/ MJP/ MES/ _____ with processing fee Rs. 1000/- (Rs. One Thousand only) received vide DD No. _____ dated _____.

DETAILS OF WORK

Name of work : Refurbishment of Geotechnical Laboratory in Civil Engineering Department. (2nd Call)

Estimated cost put to tender **Rs. 3,20,000/-**

Earnest Money **Rs. 6,400/-**

Demand Draft of Scheduled Bank / State Bank should be attached to the tender at the time of submission.

5% Total Security Deposit **Rs. 16,000/-** (60% in Demand Draft at the time of Agreement)

Rs. Sixteen thousand (40% from R.A. Bills)

Time stipulated for completion **02 (Two)** Calendar Months.

• TO BE FILLED IN BY THE CONTRACTOR

I / We have quoted my / our offer in item rate in words as well as in figures. I / We further undertake to enter into contract in regular "B-2" form in VNIT.

Contractor

**Director
VNIT, Nagpur**

Check list of documents to accompany the tender and for general information of Contractor for Submission of Tender

Sr. No	Brief details of documents required	Whether enclosed or not
1	2	3
	The following documents should be submitted (In Envelope No. A) duly attested by Gazetted Officer/ Self valid on the date fixed for the receipt of tender. Forwarding (Covering) letter along with list of all document Forms / Statement	
1.	Attested copy of the valid registration certificate of Maharashtra PWD/ CPWD/MES/ MJP/ Railways/ Ordinance Factory for Civil as well as Electrical works	Yes/ No
2.	Attested copy of the latest Income Tax return certificate submitted to Income tax Department & Copy of Pan Card.	Yes/ No
3.	Attested copy of the valid VAT registration certificate/ TIN Allotment letter of sales tax department.	Yes/ No
4.	Attested copy of the latest VAT clearance certificate from sales tax department.	Yes/ No
5.	Earnest Money in the form of DD in the name of the Director, VNIT valid for a stipulated period.	Yes/ No
6.	Following details in the prescribed forms should be furnished in Envelope No. A in the tender documents. i) Details of the works tendered for and in hands as on the date of submission of this tender. The certificate from the Heads of the offices under whom the works are in progress should be enclosed. ii) List of machinery available with the tenderer, which will be used for this work. iii) List of Technical personnel of the tenderer and further likely to be appointed for this work.	Yes/ No
7.	Attested copy of partnership deed/memorandum and articles of association, as the case may be, if the tenderer is a partnership firm or joint work company.	Yes/ No
8.	Power of attorney on behalf of firm issued in the name of person/s authorized to sign agreements/bills etc. and collect cheques from VNIT for the work done.	Yes/ No
9.	The contractor should submit the latest certificate from concerned Authority regarding successful completion of work/s within the span of last seven years ending May 2017 of similar nature i.e. Building work/ Building maintenance, one single contract costing 80% of the Estimated cost or two contracts costing 50% of the Estimated cost or three contracts costing 40% of the Estimated cost in Govt./ Semi Govt. Department.	Yes/ No
10	Attached Tender Processing Fee ` 1000/- in the form of DD in the name of the Director, VNIT, Nagpur along with tender in envelope A.	Yes/ No

TENDER NOTICE

VISVESVARAYA NATIONAL INSTITUTE OF TECHNOLOGY, NAGPUR

Sealed Tenders in B-2 (item rate) form are invited by the DIRECTOR, Visvesvaraya National Institute of Technology, Nagpur for the under mentioned works at VNIT Campus, Nagpur, from the registered contractors in appropriate class of Maharashtra PWD/ CPWD/MES/MJP/RAILWAYS/ORDINANCE FACTORY.

Sr. No.	Name of work	Estimated amount put to tender	Earnest Money	Time limit for completion	Tender Processing Fee	Last date & time of receipt of sealed tender form
1	2	3	4	5	6	8

The blank tender forms & other details will be available on the Institute website www.vnit.ac.in. The entire tender documents shall be downloaded from the above website by the contractors and shall be submitted in the office of the Executive Engineer, VNIT, Nagpur through register post or by hand delivery. The sealed tenders will be received in the office of the Executive Engineer, VNIT and will be opened on 24/07/2017 **(the date of receipt) at 3.30 p.m.**, if possible.

Right to reject any or all tenders without assigning any reason thereof is reserved by the undersigned.

DIRECTOR

VISVESVARAYA NATIONAL INSTITUTE OF TECHNOLOGY, NAGPUR

DETAILED TENDER NOTICE TO CONTRACTORS

Sealed Tenders for work of **Refurbishment of Geotechnical Laboratory in Civil Engineering Department. (2nd Call)** in B-2 form are invited by the DIRECTOR, VNIT NAGPUR from the Registered Contractors of eligible class of the Maharashtra State PWD/ CPWD/MES/MJP/RAILWAYS/ORDINANCE FACTORY, for the work as per statement on Page No. 6 estimated cost noted against the work. The Tenders which would be in sealed covers addressed to the Director, VNIT, Nagpur with the name of work written at the top of the envelope will be received on **24/07/2017 up to 1.30 p.m. hours (IST)** in the office of **the Executive Engineer**, VNIT, Nagpur and will be opened on the same day, if possible, in the presence of Tenderers or their authorized agents who may choose to be present.

TENDER PROCEDURE:

1.1 Manner of Submission of Tender:

Tender to be submitted in two separate sealed envelopes.

The Tenderer shall submit the tender and documents in two sealed envelopes as below.

1.2 Envelope A:

The first envelope clearly marked, as "**Envelope A**" shall contain the following documents.

- 1) Certificate as registered contractor with the Maharashtra PWD/ CPWD/ MES/ MJP/ RAILWAYS/ORDINANCE FACTORY as may be applicable for civil as well as Electrical work.
- 2) Attested copy of the latest Income Tax return certificate submitted to Income tax Department & Copy of Pan Card.
- 3) Demand Draft of any Nationalised/ Scheduled Bank for the amount of earnest money.
- 4) Details of other works tendered for and in hand with the value of work unfinished on the last date of submission of tender. The certificates from the Heads of the Officers under whom the works are in progress should be enclosed.
- 5) List of Machinery and Plants immediately available with the tenderer or for use in this work and list of Machinery proposed to be utilized in this work, but not immediately available and the manner in which it is proposed to be procured.
- 6) Details of Technical Personal on the rolls of the tenderer.
- 7) Attested copy of partnership deed/ memorandum and articles of association, as the case may be, if the tenderer is a partnership firm or joint work company.
- 8) Power of attorney on behalf of firm issued in the name of person/s authorized to sign agreements/bills etc. and collect cheques from VNIT for the work done.
- 9) The contractor should submit the latest certificate from concerned Authority regarding successful completion of work/s within the span of last seven years ending May 2017 of **similar nature i.e. Building work/ Building maintenance, one single contract costing 80% of the Estimated cost or two contracts costing 50% of the Estimated cost or three contracts costing 40% of the Estimated cost in Govt./ Semi Govt. Department.**
- 10) Attached Tender Processing Fee ` 1000/- in the form of DD in the name of the Director, VNIT, Nagpur along with tender in envelope A.
- 11) Attested copy of the **valid registration certificate/ TIN Allotment Letter of sales tax** department and **latest clearance certificate** from sales tax department.

Other Information for tenderer:

- 1) No joint venture shall be allowed.
- 2) Building and other construction Workers Welfare Cess at the rate of 1% of the cost of construction will be recovered from the Bill of the contractor.
- 3) The work may be cancelled at any stage during the course of the work.

- 4) As per the tender received between the period from **23/08/2016 to 24/07/2017** by the Director, VNIT, Nagpur. Out of which only two works will be allotted to a single contractor even if he is lowest in more than two works during above mentioned period. Institute will decide which two works to be allotted to single contractor.

1.3 Envelope B Tender:

The second envelope clearly marked "Envelope B" shall contain only the main tender including the common set of conditions/stipulations issued by the Department after the pre-tender conference if any. A tender submitted without this would be considered as invalid.

1.4 Submission of Tender:

The two sealed envelopes A and B shall be again put together in one common cover and sealed. This sealed cover shall be marked on the left hand top corner 'Tender for the work of "**Refurbishment of Geotechnical Laboratory in Civil Engineering Department**". (2nd Call)'. The full name and address of the tenderer shall be written on the bottom left hand corner. If submitted by post the sealed envelope marks as above shall be enclosed in another cover properly addressed and shall be sent by Registered Post Acknowledgement Due.

The date and time for receipt of Envelope containing tender shall strictly apply in all cases. The tenderers should ensure that the Executive Engineer receives their tender before the expiry of the date and time. No delay on account of any cause will be entertained for the late receipt of the tender. Tender offered or received after the date and time is over, will either not be accepted or if inadvertently accepted, will not be opened and shall be returned to the tenderers unopened.

1.5 Opening of tenders:

On the date specified in tender notice following procedure will be adopted for opening of the tender.

1.6 Envelope A:

First of all, Envelope A of the tender will be opened to verify its contents as per requirements. If the various document contained in this envelope do not meet the requirements of the Department, a note will be recorded accordingly by the tender opening authority and the said tenderer's Envelope B will not be considered for further action and the same will be recorded.

1.7 Envelope B:

This envelope shall be opened immediately after opening the Envelope A only, if contents of Envelope A are found to be acceptable to VNIT. The tendered item rates in figures and words shall then be read out.

2) Earnest Money:

As per the enclosed statement Earnest money should be paid in the form of DD in the name of the Director, VNIT from Nationalised/ Scheduled banks, described as earnest money of the tender to the above work and the receipted challan should be enclosed with the tender. Earnest money in the form of cheque or cash or interest bearing security will not be accepted. The Earnest money will be refunded in case the tenders are not accepted. In case of successful tenderer the Earnest money will be refunded after recovering initial security deposit and completion of contract documents by the Tenderer. The amount of Earnest Money will be forfeited to VNIT in case the successful contractor does not pay the amount of initial security Deposit within the specified time limit.

3) Security Deposit:

The Security Deposit for the due performance of the contract shall be detailed in the enclosed statement. Total Sixty percent of the Security Deposit will have to be deposited within ten days of the acceptance of the tender and the remaining forty percent will be recovered from running bills at the rate as specified in the tender form.

4) **Additional Security Deposit:**

If the offer of the successful contractor is 10% or more than 10% below the amount put to tender, then the successful contractor whose tender is accepted will have to deposit additional security deposit amount equivalent to 5% of the contract amount towards performance security of the work. The additional security deposit shall be deposited by DD in favour of Director, VNIT, Nagpur at the time of acceptance of tender. This additional security deposit over performance shall be valid for full period of completion of work including defect liability period, failing which such tender shall be deemed to be withdrawn and money shall be forfeited to VNIT. Additional security deposit shall be refunded within 30 days from the completion of defect liability period

5) **Issue of forms:**

Information regarding contract as well as blank tender form can be obtained on payment of cost as detailed with enclosed statement from the Executive Engineer during office hours on working days. On application, for blank tender forms, the contractor shall attach a copy of requisite certificates mentioned in the advertisement and registration in proof of his being a registered contractor of appropriate class valid on the date of tender without which the forms will not be issued.

6) **Time Limit:**

The work is to be completed within the time limit as specified in the enclosed statement, which shall be reckoned from the date of written order commencing the work and shall be inclusive of monsoon period.

7) **Tender Rate:**

The contractor should quote the rates both in words and figures. The amount should also be worked out by him and requisite total given. No alteration in the form of tender and the schedule of tender and no additions in the scope of stipulation will be permitted. Rates quoted for the tender shall be taken as applicable to all leads, lifts and taxes. The tenders who don't fulfill all or any of the above conditions or are incomplete in any respect are liable for summery rejection.

8) **Tender Units:**

The tenderers should particularly note the unit mentioned in Schedule 'B' on which the rates are based. No change in the units shall be allowed. In the case of difference between the rates written in figures and in words, the correct rate will be the one, which is lower of the two.

9) **Correction:**

No corrections shall be made in the tender documents. Any corrections that are to be made by crossing the incorrect portion and writing the correct portions above shall bear the initials of tenderer.

10) **Tender's Acceptance:**

Acceptance of tender will rest with the Director, VNIT, Nagpur who reserves the right to reject any or all tenders without assigning any reasons. The tenderer whose tender is accepted will have to enter into a regular B-2 agreement within 10 days of being notified to do so. In case of failure on the part of Tenderer to sign the agreement within the stipulated time, the earnest money paid by him shall stand forfeited to the VNIT and the offer of the tenderer shall be considered as withdrawn by him.

11) **Conditional Tender:**

The tenders which do not fulfill the conditions of the notification and the general rules and directions for the guidance to contractor in the agreement form or are incomplete in any respect are likely to be rejected without assigning any reason therefor.

12) **Drawing Specifications and Quarries:**

- (a) The Tenderers shall be presumed to have carefully examined the drawings, conditions and specifications of the work and have fully acquainted themselves with all details of the site, the conditions of rock and its joints, pattern, river, weather characteristics labour conditions and in general with all the necessary information and data pertaining to the work, prior tendering for the work.

- (b) The data whatsoever supplied by the Department alongwith the tender documents are meant to serve only as guide to the tenderer's while tendering and the Department accepts no responsibility whatsoever either for the accuracy of data or their comprehensiveness.
- 13) **Power of Attorney:**
If the tenders are firm or company, they should in their forwarding letter mention the names of all the partners together with the name of the person who holds the Power of Attorney authorizing him to conduct all transactions on behalf of the body, along with the tender.
- 14) The tenderer may in the forwarding letter mention any points he may wish to make clear but right is reserved to reject the same or the whole of the tenders if the same become conditional tender thereby.
- 15) The contractors or the firms tendering for the work shall inform VNIT if they appoint their authorized Agent on the work.
- 16) Due to non-availability of foreign exchange no foreign exchange will be released by VNIT for the purchase of Plants and Machinery for the work by the Contractor.
- 17) Any dues arising out of contract will be recovered from the contractor as arrears of Land Revenue if not paid amicably. Moreover, recovery of VNIT dues from the contractor will be effected from the payment due to the Contractor from any other VNIT works under execution with them.
- 18) All pages of tender documents, conditions, specifications corrections slips etc. shall be initiated by the tenderer. The tender should bear full signature of tenderer, or his authorized Power of Attorney holder in case of firm.
- 19) The income tax including surcharge @ 2.25% or percentage in force from time to time or at the rate as intimated by the competent Income Tax authority shall be deducted from bill amount whether measured bill advance payment or secured advance.
- 20) The successful tenderer will be required to produce to the satisfaction of the specified concerned licence authority a valid concurrent licence issued in his favour under the provisions of the Contract Labour (Regulation and Abolition) Act 1970 for starting the work. On failure to do so the acceptance of the tender shall be liable to be withdrawn and also liable for forfeiture of the earnest money.
- 21) **Validity Period:**
The offer shall remain open for acceptance for minimum period of **120 days** from the date fixed for opening the same and thereafter until it is withdrawn by the contractor by notice in writing duly addressed to the Director, VNIT Nagpur and sent by Registered Post Acknowledgement due.
- 22) The tendered rates shall be inclusive of all taxes, rates, and cesses and shall also be inclusive of the tax leviable in respect of work contract under the Provision of Maharashtra Sales Tax on transfer of property in goods involved in the execution of works contract Act 1985 (Maharashtra Act No. XIX of 1985).
- 23) **Performance Security:**
- a. Within 21 days of receipt of the Letter of Acceptance, the successful Contractor shall deliver to the Employer a Performance Security in any of the forms given below for an amount equivalent to 5% of the contract price. i) bank guarantee in the appropriate form or ii) Certified Cheque/ Bank draft in favor of Director, VNIT Nagpur payable at Nagpur.
 - b. If the performance security is provided by the successful Contractor in the form of a Bank Guarantee, it shall be issued either (a) at the contractor's option, by a Nationalized/ Scheduled Bank.
 - c. Failure of the successful contractor to comply with the requirements shall constitute a breach of contract, cause for annulment of the award, forfeited of the bid security and any such other remedy the Employer may take under the contract and the Employer may resort to awarding the contract to the next ranked contractor.

Contractor

**Director
VNIT, Nagpur**

FORM B-2
VISVESVARAYA NATIONAL INSTITUTE OF TECHNOLOGY, NAGPUR

Name of work :- "Refurbishment of Geotechnical Laboratory in Civil Engineering Department". (2nd Call)

ITEM RATE TENDER AND CONTRACT FOR WORK

General rules and directions for the Guidance of Contractors:

1. All work proposed to be executed by contract shall be notified in a form of invitation to tender pasted on a board hung up in office of the Executive Engineer and signed by the DIRECTOR, VNIT Nagpur. The form will state the work to be carried out as well as the date for submitting and opening tenders and the time allowed for carrying out the work, also the amount of earnest money to be deposited with the tender and the amount of security deposit to be deposited by the successful tenderer and the percentage, if any, to be deducted from bills. It will also state whether a refund of quarry fees, royalties, and ground rents will be granted. Copies of the specifications, designs and drawings and estimated rates, scheduled rates and any other documents required in connection with the work which will be signed by the Dean(P&D) /Professor Incharge for the purpose of identification shall also be open for inspection by contractors at the office of the Executive Engineer during office hours.
2. In the event of the tender being submitted by a firm, it must be signed separately by each partner thereof, and in the event of the absence of any partner it shall be signed on his behalf by a person holding a power of attorney authorizing.

Where the works are proposed to be executed according to the specifications recommended by a contractor and approved by a competent authority on behalf of VNIT. Specifications with design and drawings shall form part of the accepted tender.

- i) The contractor shall pay along with the Tender sum of **Rs. 6,400/-** as and by way earnest money. The contractor may pay the said amount by forwarding along with the tender a DD for the said amount for a period of one year issued by a Nationalised/ scheduled bank and duly endorsed in the name of Director, VNIT NAGPUR. The said amount of earnest money shall not carry any interest whatsoever.
 - ii) In the event of his tender being accepted, subject to the provision of sub clause (iii) below, the said amount of earnest money shall be appropriated towards the amount of security deposit, payable by him under condition of General Conditions of Contract.
 - iii) If after submitting the tender the contractor withdraws his offer or modifies the same or if after the acceptance of his Tender, the contractor fails or neglects to furnish the balance security deposit, without prejudice to any other rights and powers of VNIT hereunder, or in law VNIT shall be entitled to forfeit the full amount of earnest money deposited by him.
 - iv) In the event of his Tender not being accepted, the amount of earnest money deposited by the contractor shall, unless it is prior there to forfeit under the provisions of sub clause (iii) above, be refunded to him on his passing receipt therefore.
3. Receipt for payments made on account of any work, when executed by a firm, should also be signed by all the partners, except where the contractors are described in their tender as a firm, in which case the receipts shall be signed in the name of the firm by one of the partners, or by some other person having authority to give effectual receipts for the firm.

4. Any person who submits a tender shall fill up the usual printed form including the column total according to estimated quantities stating at what rate he is willing to undertake each work specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contains any other conditions of any sort, will be liable to rejection. No single tender shall include more than one work, but contractors who wish to tender for two or more works shall submit a separate tender for each. Tender shall have the name and the number of work to which they refer written outside the envelope.
5. The **Dean (P&D)** will open tenders in the presence of any intending contractors who may be present at the time and will enter the amount of the several tenders in a comparative statement in a suitable form. In the event of tender being accepted, the contractor shall thereupon, for the purpose of identification, sign copies of the specifications and other documents mentioned in Rule 1. In event of a tender being rejected, the Authority shall refund the amount of earnest money deposited by the contractor making the tender, on his giving a receipt for the return of the money.
6. The Director / Officer competent to dispose of the tenders shall have the rights of rejecting any or all of the tenders.
7. No receipt for any payment alleged to have been made by a contractor in regard to any matter relating to this tender or the contract shall be valid and binding on VNIT unless it is signed by the Director, VNIT Nagpur.
8. The memorandum of the work to be tendered for and the schedule of materials to be supplied by VNIT and their rates shall be filled in and completed by the Dean(P&D) before the tender form is issued. If a form issued to an intending tenderer has not been so filled in and completed, he shall request the said office to have done this before he completes and delivers his tender.
9. All works shall be measured net by standard measure and according to the rules and customs of the PWD without reference to any local custom.
10. Under no circumstances shall any contractor be entitled to claim enhanced rates for any items in this contract.
11. All correction and additions or pasted slips should be initiated.
12. The measurement of work will be taken according to the usual method in the PWD and no proposal to adopt alternative methods will be accepted. The Director's decision as to what is "the usual method in use in Public Works Department" will be final.
13. The tender will be liable to be rejected, if while submitting it, the tenderer or in the case of a firm, each partner thereof does not sign or the signature / signatures is / are not attested by a witness on **page 13** of the tender in the space provided for the purpose.
14. Every tenderer shall submit along with the tender information regarding the income tax circle or ward of the district in which he is assessed to income tax, the reference to number of the assessment and the assessment year.
15. The contractor will have to construct shed for storing controlled and valuable materials issued to him under Schedule 'A' of the agreement. The materials will then be taken for use in the presence of the departmental person. No materials will be allowed to be removed from the site of works.
16. The tendering contractor should furnish a detailed statement of works in hand, showing the costs of works in hand, the works completed against each with certificate from head of the office concerned.
17. The institute reserves the right to authenticate the technical credentials/ and or reputation of the contractor or the firm as the case may be, from the experience of the outside office/s where earlier projects are completed by them. The work order shall be issued only after verification of the credentials. The tender is likely to be rejected of any such contractor or the firm provided their repute of the previous works is found unsatisfactory for any reason. It is right to inspect the similar completed work of such contractors i.e. outside VNIT.
18. The work will be subject to Nagpur jurisdiction only.

Contractor

Director
VNIT, Nagpur

TENDER OF WORKS

I/We _____ hereby tender for the execution, for the Visvesvaraya National Institute of Technology, Nagpur (hereinbefore and hereinafter referred to as "VNIT") of the work specified in the under written memorandum within the time specified in such memorandum **at tendered rates specified in Schedule B** (Memorandum showing items of work to be carried out) and in accordance in all respects with the specifications, designs, drawings and instructions in writing referred to in Rule 1 hereof and in Clause 13 of the annexed conditions of contract and agree that when materials for the work are provided by VNIT such materials and the rates to be paid for them shall be as provided in Schedule 'A' hereto.

MEMORANDUM

- | | |
|---|--|
| a) General Description | "Refurbishment of Geotechnical Laboratory in Civil Engineering Department." (2nd Call) |
| b) Estimated cost | Rs. 3,20,000/- |
| c) The amount of earnest money to be deposited while submitting the tender. | Rs. 6,400/- |
| d) Security Deposit payable on account of tender. | |
| (i) Adjustment of earnest money towards security deposit | Rs. 6,400/- |
| (ii) To be paid in D.D. within 10 days from the date of receipt of intimation of acceptance of tender | Rs. 3,200/- |
| (iii) To be deducted from current running on account bill @ 5 % or maximum | Rs. 6,400/- |
| | Total Rs. 16,000/- |
| e) Time allowed for the work from the date of written order to commence 02 (Two) months. | |

Should this tender be accepted I/We _____

hereby agree that this offer shall remain open for acceptance for a minimum period of 120 days from the day fixed for opening the same and thereafter until it is withdrawn by us/by notice in writing duly addressed to the DIRECTOR VNIT Nagpur opening the tenders and sent by registered post A.D. or otherwise delivered at the office of such authority. DD No. _____ dated _____, in receipt of sum of Rs. _____ representing the earnest money is herewith liable to be forfeited to VNIT should I/We fail to (1) abide stipulation to keep the offer open for the period mentioned above (2) sign and complete and the contract documents required by the engineer and furnish the security deposit it as specific in item (d) of memorandum contained in paragraph I above within the time limit laid down in clause (i) of the annexed general conditions of the contract.

The amount of earnest money may be adjusted towards the security deposit or refunded to me/us if so desired by me/us in writing unless the same or any part of thereof has been forfeited as aforesaid.

Signature of Contractor
Before submission of tender

Address of Contractor

Dated the

Day of

2017/2018

Signature of Witness
to contractors Signature

Address of Witness

Occupation

I hereby accept the above tender on behalf of VNIT Nagpur.

Signature of officers
by whom accepted

DIRECTOR

Dated the

Day of

2017/2018



CONDITIONS OF CONTRACT

<p>Clause 1 :- The person/ persons whose tender may be accepted (herein after called the contractor, which expression shall unless excluded by or repugnant to the context include his, their heirs, executors, administrators, contractor and assigns) shall (A) within 10 days (which may be extended by the DIRECTOR, up to 15 days if the Director thinks fit to do so) of the receipt by him of the notification of the acceptance of his tender deposit with the DIRECTOR in cash or DD in the name of DIRECTOR, VNIT (if deposited for more than 12 months) of sum sufficient which will make up the full security deposit specified in the tender or (B) (Permit VNIT at the time of making any payment to him for work done under the contract to deduct such as will amount *+5% percent of all moneys so payable such deduction to be held by VNIT by way of security deposit) provided always that in the event of the contractor depositing a lump sum by way of security deposit as contemplated at (A) above, then and in such case, if the sum so deposited shall not amount to 5% percent, of the total estimated cost of the work, it shall be lawful for VNIT at the time of making any payment to the contractor for work done under the contract to make up the full amount of 5% percent by deducting a sufficient sum from every such payment as last aforesaid until the full amount of the security deposit is made up. If the value of work done is exceeds the estimated cost, the additional security deposit will be deducted @ 5% of cost difference between estimated and actual value of work done from final bill.</p> <p>All compensation or other sum of money payable by the contractor to VNIT under the terms of his contract may be deducted from or paid by the sale of sufficient part of his security deposit or from the interest arising there from or from any sums which may be due or may become due by VNIT to the Contractor under any other contract or transaction of any nature on any account whatsoever, and in the event of his security deposit being reduced by reason of any such deduction or sale as aforesaid, the contractor shall, within ten days thereafter, make good in cash or DD endorsed as aforesaid any sum or sums which may have been deducted from or raised by sale of his security deposits or any part thereof. The Security Deposit referred to when paid in cash may, at the cost of the depositor, be converted into interest bearing securities provided that the depositor has expressly desired this in writing.</p> <p>If the amount of the Security Deposit to be paid in lump sum within the period specified at (A) above is not paid, the Tender / Contract already accepted shall be considered as cancelled and legal step will be taken against the contractor for recovery of the amounts. The amount of the Security Deposit lodged by a contractor shall be refunded after the expiry of defect liability period. The amount of security deposit retained by VNIT shall be released after expiry of period up to which the contractor failing or neglecting to complete rectification work within the period up to which the contractor has agreed to maintain the work in good order then, subject to provisions of clauses 17 to 20 hereof the amount of Security Deposit retained by VNIT shall be adjusted towards the excess cost incurred by the department on rectification work.</p> <p>*+ This will the same percentage as that in the tender act (e).</p>	<p>Security Deposit</p>
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<p>Clause 2:- The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall be reckoned from the date on which the order to commence work is given to the contractor. The work shall throughout the stipulated period of the contract be proceeded with, all due diligence (time being deemed to be of the contractor) and the contractor shall pay as compensation an amount as the DIRECTOR (whose decision in writing shall be final) may decide of the amount of the estimated cost of the whole work as shown by the tender for every day that work remains uncommenced, or unfinished, after the proper dates. And further to ensure good progress during the execution of the works, the contractor shall be bound in all cases, in which the time allowed for any work exceeds one month to complete. Compensation for delay.</p>	<p>Compensation for delay.</p>
<p>+1/4 Of the work +1/2 Of the work +3/4 Of the work</p>	<p>+ 1/4 Of the time +1/2 Of the time +3/4 Of the time</p>
<p>+Note- The quantity of work to be done within a particular time to be specified above shall be fixed by the officer competent to accept the contracts after taking into consideration the circumstances of each case and inserted in the blank space kept for the purpose and abide by the programme of detailed progress laid down by the Engineer In-charge. The following proportion will usually be found suitable:-</p> <p>In 1/4, 1/2 , 3/4 of the time reasonable progress of earth work- 1/6, 1/2, 3/4 of total value of the work to be done. Reasonable progress of masonry work -1/10, 4/10, 8/10 of the total value of the work to be done.</p> <p>In the event of the contractor failing to comply with these conditions he shall be liable to pay as compensation an amount equal to one percent, or such small amounts as the Director (whose decision in writing shall be final, may decide of the said estimated cost of the whole work for every day that the due quantity of work remains incomplete.</p> <p>Provided always that the total amount of compensation to be paid under provision of this clause shall not exceed 10 percent of the estimated cost of the work shown in the tender.</p>	
<p>Clause 3:-In any case in which under any clause or clauses of this contract the contractor shall have rendered himself liable to pay compensation amounting to the whole of his security deposit (whether paid in one sum or deducted by installments) or in the case of abandonment of the work owing to serious illness or death of the Contractor or any other cause, the Director on behalf of the VNIT, shall have power to adopt of the following courses as he may deem best suited to the interests of VNIT.</p> <p>a) To rescind the contract (of which rescission notice in writing to the contractor under the hand of the Director shall be conclusive evidence) and in that case the security deposit of the Contractor shall stand forfeited and be absolutely at the disposal of VNIT.</p> <p>b) To carry out the work or any part of the work departmentally debiting the contractor which the cost of the work, expenditure incurred on tools and plant, and charges on additional supervisory staff including the cost of work charged establishment employed for getting unexecuted part of the work completed and crediting him with the value of the work done departmentally in all respects in the same manner and at the same rates as if it had been carried out by the contractor under the terms of the contract. The certificate of the Director as to all the cost of the work and other allied expenses so included and the value of the work so done departmentally shall be final and conclusive against the contractor.</p>	<p>Action when whole of Security Deposit is forfeited</p>

<p>To order that the work of the contractor be measured up and to take such part thereof as shall be unexecuted out of his hands and to give it to another contractor to complete, in which case all expenses incurred on advertisement for fixing a new contracting agency, additional supervisory staff including the cost of work charged establishment and cost of the work executed by the new contract agency will be debited to contractor and the value of the work done or executed through the new contractor shall be credited to the contractor in all respects and in the same manner and at the same rates as if it had been carried out by the contractor under the terms of his contact. The certificate of the Director as to all the cost of the work and other expenses incurred as aforesaid for or in getting the unexpected work done by the new contractor and as the value of the work so done shall be final and conclusive against contractor.</p> <p>In case the contract shall be rescinded under clause (a) above, the contractor shall not be entitled to recover to be paid any sum for any work thereto for actually performed by him under this contract unless and until the Director shall have certified in writing the performance of such work and the amount payable to him in respect thereof as he shall only be entitled to be paid the amount so certified. In the event of either of the courses referred to in clause (b) or (c) being adopted and the cost of the work executed departmentally or through a new contractor and other allied expenses exceeding the value of such work credited to the contractor, the amount of excess value shall be deducted from any money due to the contractor by VNIT under the contract or otherwise. Howsoever or from his security deposit or the sale proceeds thereof provided howsoever, that the contractor shall have no claim against VNIT even if certified value of the work done departmentally or through a new contractor except the certified cost of such work and allied expenses provided always that whichever of the three courses mentioned in clause (a), (b), or (c) is adopted by the Director, the contractor shall have no claim to compensation for any loss sustained by him reason of him having no claim to compensation for any materials, or entered into engagement or made any advance on account of or with a view of the execution of the work or the performance of contract.</p>	
<p>Clause 4 :- If the progress of any particular portion of the work is unsatisfactory the Director shall notwithstanding that the general progress of the work is satisfactory in accordance with clause 2, be entitled to take action under clause 3(b) after giving the contractor 10 days notice in writing and the contractor will have no claim for compensation for any loss sustained by him owing to such action.</p>	<p>Action when the progress of any particular portion of the work is unsatisfactory</p>
<p>Clause 5 :- In any case in which any of the powers conferred upon the Director by Clause 3 and 4 hereof shall have become exercisable and the same shall not been exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in any future case of default by the contractor for which by under any clause or clauses hereof he is declared liable to pay compensation amounting to the whole of his security deposit and the liability of the contractor for past and future compensation shall remain unaffected. In the event of the Director taking action under sub-clause (a) or (c) clause (3) he may, if he so desires, take possession of all or any tools plant, materials and stores in or upon the works or the site thereof or belonging to the Contractor, or procured by him and intended to be used for the execution of the work or any part thereof, paying or allowing, for the same in account at the contract rates, or in case of contract rates not being applicable at current market rates, to be certified by the Director whose certificate thereof shall be final. In the alternative the Director may after giving notice in writing to the contractor or to his clerk of the works, foreman or other authorised agent require him to remove such tools, plant, materials or stores from the premises within a time to be specified in such notice and in the event of contractor failing to comply with any such requisition the Director may remove them at the contractor's expenses or sale them by auction or private sale, on account of the contractor at his risk in all respects, and the certificate of the Director as to the expenses of any such removal and the amount of the proceeds and expenses of any such sale be final and conclusive against the contractor.</p>	<p>Contractor remains liable to pay compensation if action not taken under clause 3 and 4. Power to take possession of or require removal of or sell contractor's plant.</p>

<p>Clause 6 :- If the Contractor shall desire an extension of the time for completion of the work on the ground of his having unavoidably hindered in its execution or on & other ground, he shall apply in writing to the Director before the expiration of the period stipulated in the tender or before the expiration of 30 days from the date to which he was hindered as aforesaid or on which the cause for asking extension occurred, whichever is earlier & the Director may, if in his opinion there are reasonable grounds for granting an extension, grant such extension as he thinks necessary or proper. The decision of the Director in this matter shall be final.</p>	<p>Extension of time limit</p>
<p>Clause 6A :- In the case of delay in handing over the land required for the work due to unforeseen cause, the contractor shall not be entitled for any compensation whatsoever from the VNIT on the ground that the machinery or the labour was idle for certain period. Contractor may, however apply for extension of time limit which may be granted on the merit of the case.</p>	
<p>Clause 7 :- On completion of the work the contractor shall be furnished with a certificate by the Engineer-in-Charge appointed by VNIT (Hereinafter called the Engineer in-charge) in such completion but no certificate shall be given nor shall the work be considered to be complete until the contractor shall have removed from the premises on which the work shall have been executed all scaffolding surplus materials and rubbish and shall have cleaned of the dirt from all wood work, doors, floors or other part of any building, in or upon which the work has been executed, or of which he may have had possession for the purpose of executing the work nor until the work shall have been measured by the Engineer-in-charge or where the measurements have been taken by his subordinates until they have received the approval of the Engineer-in-charge, the said measurement being binding and conclusive against the contractor. If the contractor shall fail to comply with the requirements of this clause as to the removal of scaffolding, surplus materials or rubbish, and cleaning of dirt on or before the date fixed for the completion of the work. The Engineer-in-charge may at the expense of the contractor, remove such scaffolding, surplus materials and rubbish, and dispose off the same as he thinks fit and clean of such dirt as aforesaid, and the contractor shall for which pay the amount of all for all works executed in the previous month, and the Engineer-in-charge shall take or cause to be taken the requisite measurement for the purpose of having the same verified and the claim so far as it is admissible shall be adjusted, if possible, within 10 days from the presentation of the bill, if the contractor does not submit the bill within time fixed as aforesaid, the Engineer-in-charge may depute a subordinate to measure up the said work in the presence of the contractor or his duly authorised agent whose counter signature to the measurement list shall be sufficient warrant, and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.</p>	<p>Final Certificate</p>
<p>Clause 8 :- No payment shall be made for any work estimated to cost less than Rs. one thousand, till after the whole of the said work shall have been completed and a certificate of completion given. But in the case of the works estimated to cost more than Rs. one thousand, the contractor shall on submitting a monthly bill therefore, be entitled to receive payment proportionate to the part of the work then approved and passed by the Engineer-in-charge whose certificate of such approval passing of the sum payable shall be final and conclusive against the contractor. All such intermediate payment shall be regarded as payments by way of advance against the final payments only and not preclude the Engineer-in-charge from requiring any bad unsound, imperfect or unskillful work to be removed and taken away and reconstructed, or reworked, nor shall any such payment be considered as an admission of the due performance of the contract or any part thereof, in any respect or the occurring of any claim, nor shall it conclude, determine or affect in any way the powers of the Engineer-in-charge as to final settlement and adjustment of the accounts or otherwise, or in any other way vary or affect the contract. The final bill shall be submitted by the contractor within one month of the date fixed for the completion of the work otherwise the Engineer-in-charge's certificate of the measurement and of the total amount payable for the work shall be final and binding on all parties.</p>	<p>Payments on intermediate certificate to be regarded as advances.</p>

<p>Clause 9 :- The rates for several items of work estimated to cost more than Rs. one thousand agreed to within, shall be valid only when the item concerned is accepted as having been completed fully in accordance with the sanctioned specifications. In case where the items of work are not accepted as completed the Engineer-in-charge may make payment on account of such items at such reduced rates as he may consider reasonable in preparation of final or on account bills.</p>	<p>Payments at reduced rates on account of items of work not accepted as completed to be at the discretion of the Engineer-in-charge</p>
<p>Clause 10 :- A bill shall be submitted by the contractor each month on or before the date fixed by the Engineer-in-charge for all work executed in the previous month, and the Engineer-in-charge shall take or cause to be taken the requisite measurement for the purpose of having the same verified and the claim so far as it is admissible shall be adjusted, if possible, within 10 days from the presentation of the bill, if the contractor does not submit the bill within time fixed as aforesaid, the Engineer-in-charge may depute a subordinate to measure up the said work in the presence of the contractor or his duly authorized agent whose counter signature to the measurement list shall be sufficient warrant, and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.</p>	<p>Bill to be submitted monthly</p>
<p>Clause 11 :- The contractor shall submit all bills on the printed forms to be had on application at the office of the Engineer-in-charge. The charges to be made in the bills shall always be entered at the rates specified in the tender or in the case of any extra work ordered in pursuance of these condition and not mentioned or provided for in the tender, at the rate hereinafter provided for such work.</p>	<p>Bill to be printed form.</p>
<p>Clause 12 :- If the specification or estimate of the work provides for the use of any special description of materials to be supplied from VNIT store or if it is required that the contractor shall use certain stores to be provided by the Engineer-in-charge (Such materials and stores, and the prices to be charged therefore as hereinafter mentioned being so far as practicable for the convenience of the contractor but not so as in any way to control the meaning or effect of this construction specified in the schedule of memorandum hereto annexed). The contractor shall be supplied with such materials and stores as may be required from time to time to be used by him for the purpose of the construction only, and value of the full quantity of materials and stores so supplied shall be set off or reduced from any sums then due, or thereafter to become due to the contractor under the contract, or otherwise or from the security deposits, or the proceeds of sale thereof; if the deposit is held in VNIT, and on no account be removed from the site of the work and shall at all times be open to inspection by the Engineer-in-charge. Any such materials unused and is perfectly in good condition at the time of completion or determination of the contract shall be returned to VNIT stores, if the Engineer-in-charge so requires by a notice in writing given under his hand, but the contractor shall not be entitled to return any such materials except with such consent and he shall have no claim for compensation on account of any such material supplied to him as aforesaid but remaining unused by him or for any wastage in or damage thereto.</p>	<p>Stores supplied by VNIT.</p>
<p>Clause 13 :- The contractor shall execute the whole and every part of the work like manner and both as regards materials and every other respect in strict accordance with specifications. The contractor shall also confirm exactly fully and faithfully to the designs, and drawings and instructions in writing relating to the work signed by the Engineer-in-charge and lodged in his office and to which the contractor shall be entitled to have access for the purpose of inspection at such office or at the site of work during office hours. The contractor will be entitled to receive three sets of contract drawings and working drawings as well as one certified copy of the accepted tender along with the work order free of cost. Further copies of the contract drawings and working drawings if required by him, shall be supplied at the rate of Rs. 1000/- per set of contract drawing and Rs. 1000/- per working drawing except where otherwise specified.</p>	<p>Work to be executed in accordance with specification, drawings, orders etc.</p>

<p>Clause 14:-The Director /Dean(P&F)/ Professor Incharge shall have power to make any alterations in, or additions to or drawing design and instructions that may the original specifications, appear to him to be necessary or advisable during the progress of the work and the contractor shall be bound to carry out the work in accordance with any instructions in this connection which may be given to him in writing signed by the Engineer-in-charge and such alterations shall not invalidate the contract, and any additional work which the contractor may be directed to do in the manner above specified as a part of the work shall be carried out by the contractor in the same rates as per specified in the tender for the main work. And if the additional or altered work, includes any class of work for which no rate is specified in this contract, then such class of work shall be carried out the rates entered in schedule of rates (i.e. CSR) or at the rate mutually agreed upon rates between the Engineer-in-charge and the contractor which ever are lower. If the additional or altered work for which no rate is entered in the Schedule of rates of the Division, is ordered to be carried out before the rates are agreed upon, then the contractor shall within 7 days of the date of receipt by him of order to carry out work inform the Engineer-in-charge of the rates which it is his intention to charge for such class of work, and arrange to carry it out in such manner as he may consider advisable, provided always that if the contractor shall commence work or incur any expenditure in regard thereto before the rate shall have been determined as lastly here in before mentioned then in such case he shall only be entitled to be paid in-respect if the work carried out or expenditure incurred by him prior to the date of the determination of the rate as aforesaid according to such rate or rates as shall be fixed by the Engineer-in-charge. In the event of a dispute the decision of the Director will be final.</p> <p>Where however, the work is to be executed according to the designs, drawings, and specifications recommended by the contractor and accepted by the competent authority the alterations above referred to shall be within the scope of such designs, drawings, and specifications to the tender.</p>	<p>Alterations in specifications and designs not to invalidate contracts.</p> <p>Rate for works not entered in the estimate on schedule of rate of the district.</p>
<p>Clause 14a. The time limit for the completion of work shall be extended in the proportion that the increase in its cost occasioned by alterations or additions bears to the cost of the original contract work, and the certificate of the Engineer-in-charge as to such proportion shall be conclusive.</p>	<p>Extension of time in consequence of additions or alterations.</p>
<p>Clause 15 :- (1) If at any time after the execution of the contract documents, the Engineer shall for any reason whatsoever (other than default on the part of the contractor and for which VNIT is entitled to rescind the contract) desire that the whole or any part of the work specified in the tender should be suspended or that the whole or part of the work should not be carried out at all, he shall give to the contractor a notice in writing of such desire and upon the receipt of such notice the contractor shall forth with suspend or stop the work wholly or in part as required, after having due regard to the appropriate state at which the work should be suspended so as not to cause any damage or injury to the work already done or endanger the safety thereof provided the decision of the Engineer as to the stage at which the work or any part of it could be or could have been safely stopped or suspended shall be final and conclusive against the contractor. The contractor shall have no claim to any payment or compensation what-so-ever by reason of or in pursuance of any notice as aforesaid on account of any suspension, stoppage or curtailment except to the extent specified here-in-after.</p> <p>(2) where the total suspension of the work ordered as aforesaid continued for a continuous period exceeding 90 days, the contractor shall be at liberty to withdraw from the contractual obligations under the contract so-far as it pertains to the unexecuted part of the work by giving a 10 days prior notice in writing to the Engineer in-charge within 30 days of the expiry or expiry of the said period of 90 days, of such intention and requiring the Engineer in-charge to record the final measurements of the work already done and to pay the final bill. Upon given such</p>	<p>No. claim to any payment or compensation for alteration in or restriction of work.</p>

<p>notice, the contractor shall be deemed to have been discharged from his obligation to complete the remaining unexecuted work under this contract on receipt of such notice the Engineer in-charge shall proceed to complete the measurements and make such payments as may be finally due to the contractor within a period of 90 days from the receipt of such notice in respect of the work already done by the contractor. Such payment shall not in any manner prejudice the right of the contractor to any further compensation under the remaining provision of this clause.</p> <p>(3) Where the Engineer in-charge requires the contractor to suspend the work for a period in excess of 30 days at any time or 60 days in the aggregate, the contractor shall be entitled to apply to the Engineer in-charge within 30 day of resumption of the work after such suspension for payment of compensation to the extent of pecuniary loss suffered by him in respect of working machinery rendered idle on the site or on account of his having, have to pay the salary or wages of labour engaged by him during the said period of suspension. Provided always that the contractor shall not be entitled to any claim in respect of any such working machinery, salary or wages for the first 30 days whether consecutive or in the aggregate of such suspension or in respect of any suspension what-so-ever occasioned by unsatisfactory work or any other default on his part. The decision of the Engineer in-charge in this regard shall be final and conclusive against the contractor.</p> <p>(4) In the event of</p> <p>(i) Any total stoppage of work on notice from the Engineer under sub-clause (1) on that behalf.</p> <p>(ii) Withdrawal by the contractor from the contractual obligation to complete the remaining unexecuted work under sub-clause (2) on account of continued suspension of work for a period exceeding 90 days.</p> <p>(iii) Curtailment in the quantity of an item or items originally tendered on account of any alteration, omission or substitutions in the specifications, drawings, designs or instructions under clause 14(1) where such curtailment exceeds 25% at the rates for the items specified in the tender is more than Rs. Five thousand/(5000=00)</p> <p>It shall be open to the contractor within 90 days from the service of (i) the notice stoppage of work or (ii) the notice of withdrawal from the contractual obligation under the contract on account of the continued suspension of the work or (iii) notice under clause 14(1) resulting such curtailment or produce to the Engineer Satisfactory documentary evidence that he had purchased or agreed to purchase material for use in the contracted work, before receipt by him of the notice of stoppage, suspension or curtailment and require VNIT to take over on payment such material at the rates determined by the Engineer in-charge provided however such rates shall in no case exceed the rates at which the same were acquired by the contractor. VNIT shall thereafter take over the material so offered, provided the quantities offered are not in excess of the requirement of the unexecuted work as specified in the accepted tender and are of quality and specification approved by the Engineer in-charge.</p>	
<p>Clause 15A :- The contractor shall not be entitled to claim any compensation from VNIT for the loss suffered by him on account of delay by VNIT in the supply of materials entered in the Schedule A where such delay is caused by</p> <p>(i) Difficulties relating to the supply of railway wagons.</p> <p>(ii) Force majeure</p> <p>(iii) Act of God</p> <p>(iv) Act of enemies of the State or any other reasonable cause beyond the control of VNIT.</p> <p>In the case such delay in supply of materials VNIT shall grant such extension of time for the completion of the works as shall appear to the Director to be reasonable in accordance with the circumstances of the case. The decision of the</p>	<p>No claim to compensation on account of loss due to delay in supply of materials by VNIT.</p>

<p>Director as to the extension of time shall be accepted as final by the contractor.</p>	
<p>Clause 16 :- Under no circumstances whatsoever shall the contractor be entitled to any compensation from VNIT on any account unless the contractor shall have submitted claim in writing to the Engineer-in-charge within one month of the cause of such claim occurring.</p>	<p>Time limit for unforeseen claims.</p>
<p>Clause 17 :- If any time before the security deposit or any part thereof is refunded to the contractor it shall appear to the Engineer-in-charge or his subordinate In charge of the work, that any work has been executed with unsound, imperfect unskillful workmanship or with materials of inferior quality, or that any materials or articles provided by him for the execution of the work are unsound or of a quality inferior to that contracted for, or are otherwise not in accordance with the contractor, it shall be lawful for the Engineer-in-charge to intimate this fact in writing to the contractor and then notwithstanding the fact that work materials or articles complained of may have been inadvertently passed, certified and paid for, the contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified and provided other proper and suitable materials or articles at his own charge and cost and in the event of his failing to do so within a period to be specified by the Engineer-in-charge in the written intimation aforesaid, the contractor shall be liable to pay compensation at the rate of 1% on the amount of the estimate for every day not exceeding 10 days, during which the failure so continues and in the case of any such failure so continues and in the case of any such failure the Engineer-in-charge may rectify or remove and re-execute the work or remove and replace the materials or articles as complained of as the case may be at the risk and expense in all respects of the contractors Should the Engineer-in-charge consider that any such inferior work or materials as described above may be accepted or made use of it shall be within his discretion to accept the same at such reduced rates as may be fixed.</p>	<p>Actions and compensation payable in case of bad work.</p>
<p>Clause 18 :- All works under or in course of execution or executed in pursuance of the contract shall at all times be open to the inspection and supervision of the Engineer-in-charge and his subordinate and the contractor shall at all times during the usual working hours, and at all other times at which reasonable notice of the intention of the Engineer-in-charge or his subordinates to visit the works shall have been given to the contractor, either himself be present to receive order and instructions or have a responsible agent duly accredited in writing, present for the purpose. Orders given to the contractor's duly authorised agent shall be considered to have the same force and effect as if they had been given to the contractor himself.</p>	<p>Work to be open for inspection. Contractor or responsible agent to be present.</p>
<p>Clause 19 :- The Contractor shall give not less than 5 days notice in writing to the Engineer-in-charge or his subordinate in charge of the work before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured and correct dimensions thereof taken before the same is so covered up or placed beyond the reach of measurement any work without the consent in writing of the Engineer-in-charge or his subordinate in charge of work and if any work shall be covered up or placed beyond the reach of measurement without such notice having been given or consent obtained, the same shall be uncovered at the contractor's expenses and in default thereof no payment or allowance shall be made for such work or for the materials with which the same was executed.</p>	<p>Notice to be given before the work is covered up.</p>
<p>Clause 20 :- If during the period of two years from the date of completion as certified by the Engineer-in-charge pursuant to the clause 7 of the contract or three years after commissioning of the work which ever is earlier in the opinion of the Director, the said work is defective in any manner whatsoever the contractor shall forthwith on receipt of notice on that behalf from the Director, duly commenced execution and completely carry out at his cost in every respect all the work that may be necessary for rectifying and setting right defects specified therein including dismounting and reconstruction of unsafe portion strictly in accordance with and in the manner prescribed and under the supervision of Engineer-in-charge. In the event of contract failing or neglecting to commence execution of the said rectification work within the period prescribed therefore in the said notice, the Engineer-in-charge may get the same executed and carried out departmentally or by any other agency at the risk on</p>	<p>Contractor liable for damage done and for imperfection.</p>

<p>account and at the cost of the contractor. The contractor shall forthwith on demand pay to VNIT the amount of such costs, charges and expenses sustained or incurred by VNIT of which the certificate of Engineer-in-charge shall be final and binding on the contractor. Such costs, charges and expenses shall be deemed to be arrears of land revenue and in the event of contractor failing or neglecting to pay the same on demand as aforesaid without prejudice to any other rights and remedies of VNIT, the same may be recovered from the contractor from the contractor as arrears of land revenue. VNIT shall also be entitled to deduct the same from any amount which may then be payable or which may thereafter become payable by VNIT to the contractor either-in-respect of the said work or any other work whatsoever, or from the amount of the security deposit retained by VNIT.</p>	
<p>Clause 21 :- The contractor shall supply at his own cost all materials (except such special material if any) as may be supplied from VNIT, in accordance with the contract, plant, tools, appliances, implements, ladders, cordage, tackle, scaffolding and any temporary works which may be required for proper execution of the work, in the original or altered or substituted from whether included in the specification or other documents forming part of the contract or referred to in these conditions or not and which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-charge as to any matter on which under these conditions he is entitled to be satisfied, or which he is entitled to require together with carriage therefore, to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials necessary for the purpose of setting out work and counting, weightage and assisting in the measurement or examination at any time and from time to time of the work or material. Falling this the same may be provided by the Engineer-in-charge at the expense of the contractor and the expenses may be deducted from any money due to the contractor under the contract or from his security deposit or he proceeds of sale thereof or of a sufficient portion thereof. The contractor shall provide all necessary fencing and lights required to protect the Public from accident and shall also be bound to bear the expenses of defence every suit, action or other proceedings of law that may be brought by any person for injury sustained owing to the neglect of the above precautions, and to pay damage and cost such person or which may with the consent of the contractor be paid in compromising any claim by any such person.</p>	<p>Contractor to supply plant, ladders, scaffolding etc.</p> <p>And is liable for damages arising from non-provisions of lights, fencing etc.</p>
<p>Clause 21 A :- The contractor shall provide suitable scaffold and working platforms, gangways and stairways and shall comply with the following regulations in connection therewith</p> <p>(a) Suitable scaffolds shall be provided for workman for all work that cannot be safely done from a ladder or by other means.</p> <p>(b) A scaffold shall not be constructed, taken down or substantially altered except</p> <p>(i) Under the supervision of the competent and responsible person and</p> <p>(ii) As far as possible by competent workers possessing adequate experience in this kind of work</p> <p>(c) All scaffolds and appliances connected therewith and all ladders shall</p> <p>(i) be of sound material</p> <p>(ii) be of adequate strength having regard to the loads and strengths to which they will be subjected, and</p> <p>(iii) be maintained in proper condition</p> <p>(d) Scaffolds shall be so constructed that no part thereof can be displaced in consequence of normal use.</p> <p>(e) Scaffolds shall not be overloaded and as far as practicable the load shall be evenly distributed.</p> <p>(f) Before installing lifting gear on scaffolds special precaution shall be taken to</p>	

<p>ensure the strength and stability of the scaffolds.</p> <p>(g) Scaffolds shall be periodically inspected by competent person</p> <p>(h) Before allowing scaffolds to be used by his workmen the contractor shall check where the scaffold has been erected by his workmen or not take steps to insure that it complies fully with the regulations herein specified.</p> <p>Working platforms, gangways and stairways shall</p> <p>i) Be so constructed that no part thereof can sag unduly or unequally</p> <p>ii) Be so constructed and maintained having regards to the prevailing conditions as to reduce as far as practicable risks of persons tripping or slipping, and</p> <p>iii) Be kept free from any unnecessary obstructions</p> <p>(i) In the case of working platforms, gangways, working places and stairways at a height exceeding 3 meters (to be specified).</p> <p>(i) every working platform and every gangway shall have to be closely boarded unless other adequate measures are taken to ensure.</p> <p>(ii) every working platform, gangways, working places, stairways shall be suitably fenced.</p> <p>(j) Every opening in the floor of the building or in working platform shall except for the time and to the extent required to allow the access or persons or the transport or shifting of materials be provided with suitable means to prevent the fall of persons or materials.</p> <p>(k) When persons are employed on a roof where there is danger of falling from a height exceeding 3 meters suitable precautions (to be prescribed) shall be taken to prevent the fall of persons or materials.</p> <p>(l) Suitable precautions shall be taken to prevent persons being struck by articles which might fall from scaffolds or other working place.</p> <p>(m) Safe means of access shall be provided to all working platforms and other working places.</p>	
<p>Clause 21 B :- The Contractor shall comply with the following regulations as regards the hoisting appliances to be used by him.</p> <p>(a) Hoisting machines and tackle, including their attachment, anchorages and support shall</p> <p>(i) Be of good mechanical constructions, sound material and adequate strength and free from patent defect and</p> <p>(ii) Be kept in good repair and in good working order</p> <p>(b) Every rope used in hoisting or lowering material or as a means of suspension shall be of suitable quality and adequate strength and free from patent defect.</p> <p>(c) Hoisting machines and tackle shall be examined and adequate tested after erected on the site and before use and be re-examined in position at intervals to be prescribed by VNIT.</p> <p>(d) Every chain, ring, hook shackle, swivel and pulley block used in hoisting of lowering of materials or as a means of suspension shall be periodically examined.</p> <p>(e) Every crane driver or hoisting appliances operator shall be properly qualified.</p> <p>(f) No person who is below the age of 21 years shall be control of any hoisting machine, including any scaffold, which give signals to the operator.</p> <p>(g) In case of every hoisting machine and of every chain, ring, hook, shackle, swivel and pulley block used in hoisting or lowering or as a means of suspension the</p>	

<p>safe working load shall be ascertained by adequate means.</p> <p>(h) Every hoisting machine and all gear referred to in the preceding regulation shall be plainly marked with the safe working load.</p> <p>(i) In the case of hoisting machine having a variable safe working load, each Safe working load and the condition under which it is applicable shall be clearly indicated.</p> <p>(j) No part of any hoisting machine or of any gear referred to in regulation of above shall be loaded beyond the safe working load except for the purpose of testing.</p> <p>(k) Motors, gearing transmission, electric wiring and other dangerous part of hoisting appliances shall be provided with efficient safe guards.</p> <p>(l) Hoisting appliances shall be provided with such means as will reduce to a minimum risk of the accidental descent of the load.</p> <p>(m) Adequate precautions shall be taken to reduce to a minimum the risk of any part of a suspended load becoming accidentally displaced.</p>	
<p>Clause 22 :- The contractor shall not set fire to any standing jungle, tree, brush wood or grass without a written permit from the Director.</p> <p>When such permit is given and also in all cases when destroying cut or dug up trees, brush wood, grass etc. by fire, the contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property.</p> <p>The contractor shall make his own arrangement for drinking water for the labour employed by him.</p>	<p>Measure for prevention of fire.</p>
<p>Clause 23 :- Compensation for all damage done intentionally or unintentionally by contractor's labour whether in or beyond the limits of VNIT property including any damage caused by spreading of fire mentioned in clause 22 shall be estimated by the Engineer-in-charge or such other officer as he may appoint and the estimates of the Engineer-in-charge subject to the decision of the Director on appeal shall be final and the contractor shall be bound to pay the amount of the assessed compensation on demand failing which the same will be recovered from the contractor as damages in the manner prescribed in clause I or deducted by the Engineer-in-charge from any sum that may be due to or become due from VNIT to the contractor under this contract or otherwise.</p> <p>The contractor shall bear the expenses of defending any action or other legal proceedings that may be brought by any person for injury sustained by him owing to neglect or precautions to prevent the spread of fire and he shall also pay any damages and cost that may be awarded by the Court in consequence.</p>	<p>Liabilities of contractors for any damage done in or outside work area.</p>
<p>Clause 24 :- The employment of female labourers on works in the neighbourhood of soldiers barracks should be avoided as far as possible.</p>	<p>Employment of female labour.</p>
<p>Clause 25 :- No work shall be done on a Sunday without the sanction in writing of the Engineer-in-charge.</p>	<p>Work on Sunday</p>

<p>Clause 26 :- The contract shall not be assigned or sublet without the written approval of the Engineer-in-charge. And if the contractor shall assign or sublet his contract, or attempt so to do, or become insolvent or commence any proceedings to be adjudicated and the insolvent or make any composition with his creditors, or attempt so to do the Engineer-in-charge may give in writing, rescind the contract. Also if any bribe, gratuity, gift, loan, perquisite, regard or advantage, pecuniary or otherwise, shall either directly or indirectly be given, promised, or offered by the contractor or any of his servants or agents to any public officer or person in the employment of VNIT in any way relating to his office or employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Engineer-in-charge may notice in writing to rescind the contract. In the vent of a contract being rescinded, the Security Deposit of the contractor shall there upon stand forfeited and be absolutely at the disposal of VNIT and same consequence shall ensure as if the contractor had been rescinded under clause 3 hereof and in addition the contractor shall not be entitled to recover or be paid for any work therefore actually performed under the contract.</p>	<p>Work not to be sublet.</p> <p>Contract may be rescinded and security deposit forfeited for subletting without approval or for bribing a public officer or if contractor becomes insolvent.</p>
<p>Clause 27 :- All sums payable by a contractor by way of compensation under any of these conditions shall be considered as a reasonable compensation to be applied to the use of VNIT without reference to the actual loss or damage sustained and whether any damage has or has not been sustained.</p>	<p>Sum payable by way of compensation to be considered as reasonable compensation without reference to actual loss.</p>
<p>Clause 28 :- In case of a tender by partners any change in the constitution of a firm shall be forthwith notified by the contractor to the Engineer-in-charge for his information.</p>	<p>Changes in the constitution of the firm to be notified.</p>
<p>Clause 29 :- All works to be executed under the contract shall be executed under the direction and subject to the approval in all respects of the Director, who shall be entitled to direct at what point and in what manner they are to be commenced and from time to time carried on.</p>	
<p>Clause 30 :- (1) Except where otherwise specified in the contract and subject to the powers delegated to him by VNIT under the code rules then in force, the decision of the Director for the time being shall be final, conclusive and binding on all parties to the contract upon all questions relating to the meaning of the specifications, designs, drawings and instruction herein mentioned before and as to the quality of the workmanship or material used on the work, or as to any other question, claim, right, matter or things whatsoever, in any way arising out of, or relating to the contract designs, drawing, specifications, estimates, instructions, orders or these conditions, or otherwise concerning the works, or the execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof.</p> <p>(2) The contractor may within thirty days of receipt by him of any order passed by the Engineer-in charge as aforesaid appeal against it to the DIRECTOR VNIT concerned with the contract, work or project provided that</p> <p>(a) The accepted value of the contract exceeds Rs.10 lacs (Rs.ten Lacs)</p> <p>(b) Amount of claim is not less than Rs.1.0 Lac (Rs. one Lac) only</p>	<p>Work to be under direction and control of the Director, VNIT Nagpur.</p>

<p>Clause 31 :- The contractor shall obtain from the VNIT stores, all stores and articles of European or American manufacture which may be required for the work, or any part of the work or in making up any articles required therefore or in connection therewith unless he has obtained permission in writing from the Engineer-in-charge to obtain such stores and articles elsewhere. The value of such stores and articles as may be supplied to the contractor by Engineer-in-charge will be debited to the contractor in his account at the rates shown in the Schedule in form "A" attached to contract, and if they are not entered in the said Schedule, they shall be debited to him at cost price which for the purpose of this contract shall include the cost of carriage and all other expenses whatsoever, which may have to incurred in obtaining delivery if the same as the stores aforesaid.</p>	<p>Stores of European or America manufacture to be obtained from VNIT.</p>
<p>Clause 32 :- When the estimate on which a tender is made includes lump sum in respect of parts of the work the contractor shall be entitled for payment in respect of items of work involved or the part of the work in question at the same rates as are payable under this contract for such items, or if the part of the work in question is not in the opinion of the Engineer-in-charge capable of measurement the Engineer-in-charge may at his desecration pay the lump sum amount entered in the estimate, and the certificate in writing of the Engineer-in-charge shall be final and conclusive against the contractor with regard to any sum or sums payable to him under the provisions of this clause.</p>	<p>Lumpsum in estimates.</p>
<p>Clause 33 :- In the case of class of work for which there is no such specification as in mentioned in Rule-I such work shall be carried out in accordance with Maharashtra state PWD red book and in the event of there being no red book then in such case the work shall be carried out in all respect in accordance with the instruction and requirement of the Engineer-in-charge.</p>	<p>Action where no specifications</p>
<p>Clause 34 :- The expression 'work' or 'works' where used in these conditions shall unless there be something in the subject or context repugnant to such construction be construed to mean the work or the works contracted to be executed under or in virtue of the contract, whether temporary or permanent and where original, altered, substituted or additional.</p>	<p>Definition of work.</p>
<p>Clause 35 :- The percentage referred to in the tender shall be deducted from/added to the gross amount of the bill before deducting the value of any stock issued.</p>	<p>Contractor's percentages whether applied to net or gross amount of bill.</p>
<p>Clause 36 :- All quarry fees, royalties and ground rent for stacking materials if any, should be paid by the contractor.</p>	<p>Refund of quarry fees & royalties.</p>
<p>Clause 37 :- The contractor shall be responsible for and shall pay compensation to his Workmen payable under the Workmen's Compensation Act, 1923 (VIII of 1923) (hereinafter called the said Act) for injuries caused to the workmen's. If such Compensation is payable and or paid by VNIT as principle under the subsection (1) of section 12 of the said Act on behalf of the contractor, this shall be recoverable by VNIT from the contractor under subsection 2) of the said section, such compensation shall be recovered in the manner laid down in clause I above.</p>	<p>Compensation under Workmen's Compensation Act.</p>
<p>Clause 37A :- The contractor shall be responsible for and shall pay expenses of providing Medical aid to any workmen who may suffer a bodily injury as a result of an accident, if such expenses are incurred by VNIT the same shall be recoverable from the contractor forthwith and be deducted without prejudice to any other remedy of VNIT from any amount due or that may become due to the contractor.</p>	

<p>Clause 37 B :- The contractor shall provide all necessary personal safety equipment and first-aid apparatus available for the use of the persons employed on the site and shall maintain the same in condition suitable for immediate use at any time and shall comply with the following regulation in connection therewith:-</p> <p>(a) The worker shall be required to use the equipment so provided by the contractor and the contractor shall take adequate steps to ensure proper use of the equipment by those concerned.</p> <p>(b) When work is carried on in proximity to any place where there is no risk of drowning, all necessary equipment's shall be provided and kept ready for use and all necessary steps shall be taken for the prompt rescue of any person in danger.</p> <p>(c) Adequate provision shall be made for prompt first-aid treatment for all injuries likely to be sustained during the course of the work.</p>	
<p>Clause 38 :- (1) Quantities in respect of the several items shown in the tender are approximate and no revision in the tendered rates shall be permitted in respect of any of the items so long as, subject to any special provision contained in the specification prescribing a different percentage of permissible variation, the quantity of the items does not exceed the tender quantity by more than 25% and so long as the value of the excess quantity beyond this limit, at the rate of the items specified in the tender, is not more than Rs. 5,000/-.</p> <p>(2)The contractor shall if ordered in writing by the Engineer, so to do also carry out any quantities in excess of the limit mentioned in Sub-clause (1) hereof on the same condition as and in accordance with the specifications in the tender and at the rates (i) derived from the rates entered in the current schedule of rates and in the accordance with the specifications in the tender and in absence of such rates (ii) at the rate prevailing in market, the said rates being increased or decreased as the case may be, by the percentage which the total tendered amount bears to the estimate cost of the work as per tender, based upon the Schedule of rates applicable to the current in which the tenders were invited (for the purpose of operation of this clause, this cost shall be taken to be Rs. <u>3,20,000/-</u>).</p> <p>(3) Claim arising our of reduction in the tendered quantity of any item beyond 25 percent will be governed by the provisions of clause 15 only when the amount of such reduction beyond 25% at the rate of the item specified in the tender is more than Rs. five thousand.</p>	<p>Claim for quantity of works entered in the tender or estimate.</p>
<p>Clause 39 :- The contractor shall employ any famine, convict or other labour of a particular kind of class if ordered in writing to do so by the Engineer-in-charge.</p>	<p>Employment of famine or other labour</p>
<p>Clause 40 :- No compensation shall be allowed for any delay caused in the starting of the work on account of acquisition of land and in the case of the clearance work of any delay in according sanction to estimates.</p>	<p>Claim for compensation for delay in starting work.</p>
<p>Clause 41 :- No compensation shall be allowed for any delay in execution of the work on account of water standing in borrow pits or compartments. The rates are inclusive for hard or cracked soil excavation in mud, subsoil water or water standing in borrow pits and no claim for an extra rate shall be entertained, unless otherwise expressly specified.</p>	<p>Claim for compensation for delay in the execution of work.</p>
<p>Clause 42 :- The contractor shall not enter upon or commence any portion of work except with the written authority and instructions of the Engineer-in-charge or his subordinate in charge of the work. Failing such authority the contractor shall have no claim to ask measurements of or payment for work.</p>	<p>Entering upon or commencing any portion of work.</p>

<p>Clause 43 :- (i) No contractor shall employ any person who is under the age of 14 years.</p> <p>(ii) No contractor shall employ donkeys or other animals with breeching of string on thin rope. The breeching must be at least 3 inches wide and should be of tape (Newar).</p> <p>(iii) No animal suffering from sores; lameness or emaciation or which is immature shall be employed on work</p> <p>(iv) The Engineer-in-charge or his agent authorised to remove from the work any person or animal found working which does not satisfy these conditions and no responsibility shall be accepted by VNIT for any delay caused in the completion of the work by such removal.</p> <p>(v) The contractor shall pay fair and reasonable wages to the workmen employed by him the contract undertaken by him. In the event of any dispute arising between the contractor and his workmen on the grounds that the wages paid or not fair and reasonable, the dispute shall be referred without delay to the Director who shall decide the same. The decision of the Director, shall be conclusive and binding on the contractor, but such decision shall not in any way affect the condition in the contract regarding the payment to be made by VNIT at the sanctioned tender rates.</p> <p>(vi) The contractor shall provide drinking water facilities to the workers. Similar amenities shall be provided to the workers engaged on large work in urban areas.</p>	<p>Minimum age of persons employed, the employment of donkey and/or other animals and the payment of fair wages.</p>
<p>Clause 44 :- Payment to contractors shall be made by cheques drawn on SBI VNIT Branch Nagpur. Provided the amount exceeds Rs. 10/-. Amount not exceeding Rs. 10/- will be paid in cash.</p>	<p>Method of Payment.</p>
<p>Clause 45 :- Any contractor who does not accept these conditions shall not be allowed to tender for works.</p>	<p>Acceptance of conditions compulsory before tendering the work.</p>
<p>Clause 46 :- If VNIT declares a state of scarcity of famine to exist in any village situated within 10 miles of work, the contractor shall employ upon such parts of the work as suitable for unskilled labour any person certified to him by the Director or by any person to whom Director may have delegated this duty in writing to be in need of relief and shall be bound to pay to such persons wages not below minimum which may arise in connection with the implementation of this clause shall be decided by the Director whose decision shall be final and binding on the contractor.</p>	<p>Employment of scarcity labour.</p>
<p>Clause 47 :- The price quoted by the contractor shall not in any case exceed the control price, if any, fixed by VNIT or reasonable price which is permissible for him to charge as private purchaser for the same class and description of goods under the provisions of Hoarding and Profiteering Prevention Ordinance, 1984 as amended from time to time. If the price quoted excess the controlled price or the price permissible under Hoarding and Profiteering Prevention Ordinance, the contractor will specifically mention this fact in his tender along with reason for quoting such higher price. The purchaser at his discretion will in such case exercise the right of revising the price at any stage so as to conform with the controlled price on the permissible under the Hoarding and Profiteering Prevention Ordinance. This discretion will be exercised without prejudice to any other action that may be taken against the contractor.</p>	
<p>Clause 48 :- The rates to be quoted by the contractor must be inclusive of sales tax. No extra payment on this account will be made to the contractor.</p>	
<p>Clause 48 A :- The contractors are bound to pay the labourer wages according to the Minimum Wages Act, 1948 applicable to the Zone in accordance with the Regional Labour Commissioner (Central), Govt. of India.</p>	

<p>Clause 49 :- In case of materials that remain surplus with the contractor for those issued for the work contracted from the date of ascertaining of the materials being surplus be taken as the date of sale for the purpose of sales tax and the sale tax will be recovered on such sale.</p>	
<p>Clause 50 :- The tendered rates shall be inclusive of all taxes, rates and cesses and shall also be inclusive of the tax leviable in respect of works contract under the provision of the Maharashtra Sales Tax on transfer of property in goods involved in the execution of the Work Contracts Act 1985 (Maharashtra Act No. XIX of 1985) vide P.W.D. circle No. CAT-1082/R-330/Bldg-2 DA 10/6/87.</p>	
<p>Clause 51 :- The contractor shall employ the unskilled labour to be employed by him on said work only from locally available labours and shall give preference to those persons under Maharashtra PWD Employment and Self Employment Department scheme.</p> <p>Provided, however, that if the required unskilled labours are not available locally, the contractor shall in the first instances employ such number of persons as is available and thereafter may with previous permission, in writing of the Engineer-in-charge of the said work, obtained the rest of requirement of unskilled the labour from outside and the above scheme.</p>	
<p>Clause 52 :- The contractor shall have to furnish Income Tax clearance certificate before his tender is accepted and Income Tax assessment number and date on which he is / they are assessed.</p>	
<p>Clause 53 :- All amounts whatsoever which the contractor is liable to pay to the VNIT in-connection with the execution of the work including the amount payable in respect of</p> <ol style="list-style-type: none"> (1) Material and or stores supplied / issued hereunder by VNIT to the contractor. (2) Hire charges in-respect of heavy plant, machinery and equipment given on hire by VNIT to the Contractor, for execution by him of the work and / or on which the advance have been given by VNIT to the contractor shall be deemed to be arrears of the land revenue and VNIT may without prejudice to any other rights and remedies of VNIT recover the same from the contractor as arrears of land revenue. 	
<p>Clause 54 :- The contractor shall duly comply with all the provisions of the Contract Labour (Regulation and Abolition) Act 1970. (37 of 1970 and the Central Contract Labour (Regulation and Abolition) Central Rules, 1971 as amended from time to time and all other relevant statutes and statutory provisions concerning payment of workers employed by him on the site of the work at the rates prescribed under the Central contract Labour (Regulation and Abolition) Rules 1971. If the contractor fails or neglects to pay wages at the said rates or make short payment and VNIT makes such payment of wages in full or part thereof less paid by the contractor, as the case may be the amount so paid by VNIT to such workers shall be deemed to be arrears of land revenue and VNIT shall be entitled to recover the same as such from the contractor or deduct the same from the amount payable by VNIT to the contractor hereunder or from any other amount payable to him by the Govt. Circular (Minimum daily wages act as per Govt. Circular.</p>	
<p>Clause 55 :- The contractor shall comply with all the provisions of the Apprentices act, 1961 and the rules and orders issued there under from time to time. If he fails to do so, his failure will be a breach of the contract and the Director may, in his discretion, cancel the contract. The contractor shall also be liable for an pecuniary liability arising on account of any violation by him of the provision of the said act.</p>	
<p>Clause 56 :- In case of materials which become surplus with the contractors from those issued for the work contracted for the date of ascertainment of the materials as being surplus will be taken as the date of sale for the purpose of sales tax and sales tax will be recovered on such sale.</p>	

<p>Clause 57 :- QUALITY ASSURANCE AND MAINTENANCE MANUAL</p> <p>Annexure “A” :- to the P.W.D. Circular No. CAT-1091/CH-60-BLDG-2 dated 14th October 1991 regarding incorporating additional condition for quality assurance and maintenance Manual.</p> <p>To ensure the specified quality of work will also include necessary survey temporary works etc. the contractor shall prepare a quality assurance plan and get the same approved from the Engineer-in-charge within one month from the date of work order. For this the contractor shall submit an organisation chart of his technical personnel to be deployed on the work along with their qualification, job description defining the function expertly supervising inspecting and approving. The contractor shall also submit a list of tools, equipment and the machinery and instrumentation, which he proposes to use for the construction and for testing in the field and/or in the laboratory and monitoring. The contractor shall modify/supplement the organisation chart and the list of machinery/equipment etc. as per the direction of the Director and shall deploy the persons and equipment on the fields as per the approved chart and the list respectively. The contractor shall submit written method statements dealing his exact proposal of the work in accordance with the specification. He will have to get these approved from the Engineer-in-charge. The quality of the work shall be properly documented through certificate, records, check lists and log book of results etc. such records shall be compiled from the beginning of the work and be continuously updated the supplementary and this will be the responsibility of the contractor. The forms should be approved by the Engineer in-charge.</p> <p>Where the work is to lumpsum basis on contractors designs. The contractor shall also submit a maintenance manual giving procedure. For maintenance, with the periodicity of maintenance works including inspection tools of the equipment to be used means of accessibility for all parts of the structure. He shall also include in the manual.</p> <p>The specification for maintenance works that would be appropriate for his design the technique of construction. This manual shall be submitted within the contract period.</p>	
<p>Clause 58: Securities:</p> <p>The Performance Security shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount and appropriate form and by a bank or surety acceptable to the Employer, and denominated in Indian Rupees. The Performance Security shall be valid until a date 28 days from the date of handing over the building.</p>	<p>Securities</p>
<p>Clause 59: Deviation in the prices of Cement & Steel:</p> <p>If after submission of the tender, the price of cement and / or steel reinforcement bars incorporated in the works (not being a material supplied from the Engineer-in-charge’s stores) increase(s) beyond the price(s) prevailing at the time of the last stipulated date for receipt of tenders (including extensions, if any) for the work, then the amount of the contract shall accordingly be varied and provided further that any such increase shall not be payable if such increase has become operative after the stipulated date of completion of work in question. If after submission of the tender, the price of cement and / or steel reinforcement bars incorporated in the works (not being a material supplied from the Engineer-in-charge’s stores) is decreased, VNIT shall in respect of these materials incorporated in the works (not being a material supplied from the Engineer-in-charge’s stores) be entitled to deduct from the dues of the contractor such amount as shall be equivalent to the difference between the prices of cement and /or steel reinforcement bars as prevailed at the time of last stipulated date for receipt of tenders including extensions if any for the work and the prices of these materials on the coming into force of such base price of cement and / or steel reinforcement bars issued under authority of Director General (works) CPWD</p> <p>The increase/decrease in prices shall be determined by the All India Wholesale Price indices for Cement and Steel (rounds) as published by economic Advisor to</p>	<p>Deviation in the prices of Cement & Steel:</p>

Government of India, Ministry of Commerce and Industry and base price for cement and /or steel reinforcement bars as issued under authority of Director General (Works). CPWD as valid on the last stipulated date of receipt of tender, including extension if any and for the period under consideration.

The amount of the contract shall accordingly be varied for cement and / or steel reinforcement bars and will be worked out as per the formula given below:-

a) Adjustment for component of 'Cement'

$$V_c = P_c \times Q_c \times \frac{CI - C_{lo}}{C_{lo}}$$

Where,

V_c = Variation in cement cost i.e. Increase or decrease in the amount in rupees to be aid or recovered.

P_c = Base price of cement as issued under authority of DG(W), CPWD valid at the time of the last stipulated date of receipt of tender including extensions, if any. Rs. 5000/- per M.T.

Q_c = Quantity of cement used in the works since previous bill.

C_{lo} = All India wholesale price index for cement as published by the Economic Advisor to Government of India, Ministry of Industry and Commerce as valid on the last stipulated date of receipt of tenders including extensions, if any.

CI = All India wholesale price index for cement for period under consideration as published by Economic Advisor to Government of India, Ministry of Industry and Commerce.

b) Adjustment for component of 'Steel'

$$V_s = P_s \times Q_s \times \frac{SI - S_{lo}}{S_{lo}}$$

Where,

V_s = Variation in cost of steel reinforcement bars i.e. increase or decrease in the amount in rupees to be paid or recovered.

P_s = Base price of steel reinforcement bars, as issued under authority of DG(W), CPWD at the time of the last stipulated date of receipt of the tender including extensions, if any. Rs. 45,410/- per M.T.

Q_s = Quantity of steel paid either by way of Secured advance or used in the works since Previous bill (whichever is earlier)

S_{lo} = All India wholesale price index for steel (rounds) for the period under Consideration as published by the Economic Advisor to Government of India, Ministry of Industry and Commerce as valid on the last stipulated date of receipt of tenders including extensions, if any.

SI = All India wholesale price index for steel (rounds) for the period under consideration as published by the Economic Advisor to Government of India, Ministry of Industry and Commerce.

This clause is applicable to those works whose estimated cost is more than Rs. 50 Lakhs only.

Contractor

Director

VNIT, Nagpur

Additional Instructions to Tenderers

While Tendering for the works

Persons tendering for the work covered by the Schedule will be required to complete the work within the periods specified below :

Name of work	To start from the Date	To complete
	of issue of written	<u>2 (Two months)</u> Calendar Months
	work order	

1. Competency of Tender :-

The work will be awarded only to those contractors who are considered to be responsible Contractors, capable of performing the class of work to be completed. Before passing the final award any or all Contractors may have to show that he has the necessary experience, facilities, ability, and financial resources to execute the work in satisfactory manner and also within the stipulated time. The Contractors may also be required to furnish to the Department a statement in respect of their experience and financial resources.

2. Payments :-

The tenderers must understand clearly that the rates quoted are for completed work and include all cost due to labour, all leads and lifts involved and if further necessitated, scaffolding plants, supervision, service works, power etc. & to include all to cover the cost of night and round the clock work as and when required & no claim for additional payment beyond the prices or rates quoted will be entertained and the tenderers will not be entitled subsequently to make any claim on the ground of any representation or on any promise by any person (whether member in the employment of VNIT or not) or on the ground of any failure on his part to obtain all necessary information for the purpose of making his tender and fixing the several prices and rates therein relieve him from any risks or liabilities arising out of the tender.

2.1 Payments for Bituminous Work :-

In respect of bituminous items 5% (five percent) payment of bituminous items in a particular kilometer will be withheld till completion of built up drain, C.D. works, roadways, side drains, site clearance, road side furniture and other items in that kilometer. After completion of these items in that particular kilometer, the withheld amount will be finally released.

3. Eraser :-

Persons tendering are informed that no erasers or any alterations by them in the text of the documents set herewith will be allowed and any such eraser or an alteration will be disregarded, If there is any error in writing no overwriting should be done but the wrong words or figures should be struck out and the correct one written above or near it in an unambiguous way. Such correction should be initialed and dated.

4. Acceptance :-

Intimation of acceptance of tender will be given by a telegram or a letter sent by registered post to the address given below the signature of the tenderer in the tenders. The tenders which do not fulfill any of the conditions for those in the form and which are incomplete in any respect shall be liable for rejection.

5. Precautions to be taken by the Contractor to Prevent Accident

- 1) No live electric lines should be allowed to run along the ground in the blasting zone and they should be at least above 10 ft above ground if not more.
- 2) The wiring cable should not be taken near the live electric line and it should be preferably shot firing cable as supplied by the supplier of explosives. If such a cable is not available a substitute cable made up of several pieces jointed and tapped be used.

- 3.) The blasting shed from where the explorer is to finally operate should be at least 500 ft away from the area to be blasted. It should have a strong roof, which can withstand the impact of flying stones at this range.
- 4) Only trained hands should be allowed to handle explosives, cable detonators etc.

6.1 Contractor to inform Himself Fully

The contractor shall be deemed to have carefully examined the work and site conditions including labour, the general and the special conditions, the specification, schedule and drawing and shall be deemed to have visited the site of the work and to have fully informed himself regarding the local conditions and carried out his own investigations to arrive at the rates quoted in the tender. In this regard he will be given necessary information to the best of knowledge of Department but without any guarantee above it.

If he shall have any doubts as to the meaning of any portion of these general conditions, or the special conditions to the scope of working of the specifications and drawing, or any other matter concerning the contract, he shall in good time before submitting his tender set forth the particulars thereof and submit them to the Engineer in writing in order that such doubt may be clarified authority before tendering. Once a tender is submitted the matter will be decided in accordance to the tender conditions in absence of such authentic clarification.

6.2 Errors Omissions and Discrepancies

- a) In case of errors, omissions and/or disagreement between written and scales dimensions in the drawings or between the drawing and the specifications etc. the following order of preference shall apply.
 - i) Between actual scaled and written dimensions or description on a drawing the latter shall be adopted.
 - ii) Between the written of shown description or dimensions in the drawing and the corresponding one in the specifications, the latter, shall apply.
 - iii) Between the quantities shown in the schedule of quantities and those arrived at from the drawing the latter shall be preferred.
- b) In all cases of omission and/or doubts or discrepancies in the dimension or description of any item or specifications a reference shall be made to the Engineer, whose elucidation, elaboration or decision shall be considered as authentic. The contractor shall be held responsible for any errors that may occur in the work through lack of such reference and precautions.

6.3 Change of Cement Content etc.

The tendered rate for items involving the use of cement shall apply to the quantity of cement specified for the mix of that item in the specifications. If any additives compound, water proofing material are ordered by the Engineer to be added to the mortar or concrete no extra rate shall be payable for this change which shall be carried out as per the direction of the Engineer-in-charge provided cost of such additives etc. in borne by the department or these are supplied free of cost to the contractor at site by the department.

6.4 Working Methods and Progress Schedules :-

- (a) The contractor shall submit within the time stipulated by the Engineer-in-charge in writing the details of actual methods that would be adopted by the contractor for the execution of any items as required by Engineer at each of the execution of any items as required by Engineer at each of the location supported by necessary detailed drawing and sketches including those of the plant and machinery that would be used their locations arrangement for conveying and handling materials etc, and obtain prior approval of the Engineer-in-charge well in advance of stating of such item of work. The Engineer-in-charge reserves the right to suggest modifications or make corrections in the method proposed by the contractor whether accepted previously or not at any stage of the work to obtain the desired accuracy, quality and progress which shall be binding on the contractor. No claim on account of such change in the method of execution will be entertained by VNIT so long as specifications of the item remain unaltered.

PROGRESS SCHEDULE

- (b) The contractor shall furnish within the period stipulated in writing by the Engineer-in-charge of the order to start work, progress schedule in quadruplicate indicating the date of actual start, the monthly progress expected to be achieved and anticipated completion date of each major item of work to be done by him also indicating and setting up materials, plants and machinery.
- (c) The contractor shall employ sufficient plant equipment and labour as may be necessary to maintain the progress schedule. The working and shift hours restricted to one shift a day for operations to be done under VNIT supervision shall be such as may be approved by the Engineer-in-charge. They shall not be varied without prior approval of the Engineer. Night work requiring supervision shall not be permitted except when specifically allowed by Engineer on each item if requested by the contractor. The contractor shall provide necessary lighting arrangement etc. for night work as directed by the Engineer without extra cost to VNIT.

(d) **Treasure rove**

In the event of discovery by the contractor or his employees during the progress of the works of any treasure, fossils, minerals or any other articles of value of interest, the contractor shall give immediate intimation thereof to the Engineer such treasure or things which shall be the property of VNIT.

6.6 **Agent and work Order Book :-**

The contractor shall himself engage an authorised all time agent on the work capable of managing and guiding the work and understanding the specification and the contract condition. A qualified and experienced Engineer be provided by the Contractor as his agent for technical matters in case the Engineer-in-charge considers this as essential for the work and so directs the contractor. He will take orders as will be given by the Engineer-in-charge or his representative and shall be responsible for carrying them out. This agent shall not be changed without prior intimation of the Engineer In charge and his representative on the work site. The Engineer-in-charge have the unquestionable right to ask for changes in quality and strength of Contractors supervisory staff and to order removal from work of any of such staff, the contractor shall comply with such order and effect replacements of the satisfaction of the Engineer-in-charge.

A work order book shall be maintained on site and it shall be the property of VNIT and the contractor shall promptly sign orders given therein by the Engineer In charge or his representative and his superior officer, and comply with them. The compliance shall be reported by the contractor to the Engineer in good time so that it can be checked, the blank work order book, with machine numbered pages will be provided by the Department free of charge for this purpose. The contractor will be allowed to copy out the instruction therein from time to time.

6.7 **Initial Measurement for Record: -**

Where for proper measurements of the work it is necessary to have an initial set of levels or other measurements taken the same as recorded in the authorised field book of M.B. of VNIT by the Engineer or his authorised representative will be signed by the contractor who will be entitled to have a true copy of same made at his cost. Any failure on the part of the contractor to get such level etc. recorded before starting the work will tender him liable to accept the decision of the Engineer as to the basis of making measurements. Likewise the contractor will not cover any work which will render its subsequent measurement difficult or impossible without first getting the same jointly measured on VNIT side will be signed by the contractor and he will be entitled to have a true copy of the same made at his cost.

6.8 **Handing over of work :-**

All work and materials before finally taken over by VNIT will be the entire liability of the contractor for guarding, maintaining and making good any damages of any magnitude. Interim payments made for such work will not alter his position.

The handing over by the contractor and taking over by the Engineer-in-charge or his authorised agent will be always in writing and copies will go to the Engineer-in-charge, his authorised representatives and contractor. It is however, understood that before taking over the charge such work VNIT will not put it in regular use as distinct from casual or incidental one, except as specifically mentioned elsewhere in this contract or mutually agreed to.

6.9 Assistance in Procuring Properties, permit etc.

The engineer on written request by Contractor, will if in his position the request is reasonable and in the interest of work and its progress, assist the Contractor in securing, the priorities for deliveries, transport, permits, for controlled materials etc. where such are needed. The Department will not however be responsible for the non-availability of such facilities or delays in behalf and no claims on account of such failure or delays shall be allowed by the Department.

The contractor shall have to make his own arrangement for machinery required for the work. However, if same is conveniently available with the department it may be spared as per rules in force on recovery of necessary security deposit and rent at the rate approved from them to time by the independent to his contract and the supply of machinery shall not be a ground for any claim or extension of time limit for this work.

7.1 Samples and Testing of materials

- i) All materials to be used on work, such as cement, lime, brick, aggregates, steel, stone, bitumen, wood, tiles, etc. shall be approved in advance from the Engineer-in-charge and shall pass the tests and analysis required by him which will be (a) as per specification of the items, concerned and or (b) as specified by the Indian Road Congress standard specification and code of practice for Road and Bridges or (c) I.S.I. specification (whichever and wherever applicable) or (d) as per Ministry of Transport specifications for road and bridges (1995 edition Section 900 quality control for road work) (e) such recognised specification acceptable to the Engineer-in-charge as equivalent thereto or in the absence of such authorised specification (f) such requirement / tests and/or analysis as may be specified by the Engineer-in-charge in the order of precedence given above.
- ii) The contractor shall at his risk and cost, make all arrangement and/or shall provide for all such facilities as the Engineer may require for collecting, preparing, testing, required number of samples for tests or for analysis at such time and to such places or place as may be directed by the Engineer and bear all charges and cost of testing. Such samples shall also be deposited with the Engineer-in-charge.
- iii) The contractor shall if and when required submit at his cost the samples of materials to be tested or analysis and if directed shall not make use or incorporate in the work any material represented by the samples until the required analysis have been made and after the test of the materials finally accepted by the Engineer-in-charge.

CHARGES FOR TESTING OF MATERIAL

The testing charges of material will be borne by the Contractor. If the test results are not satisfactory in respect of the work awarded on contractor would be liable to bear such testing charges and also for the penal action as per provision of the contractor's agreement.

7.2 Coordinators :-

When several agencies for different sub works of the project work simultaneously on the project site there must be full co-ordination between the contractors to ensure timely completion of the whole project smoothly. The scheduled dates for completion specified in each contract shall; therefore, be strictly adhered to each contractor may make his independent arrangements for water, power, housing etc. if they so desire on the other hand the Contractor are at liberty to come to mutual agreement in this behalf and make joint agreement with the approval of the Engineer. No contractor shall take or cause to take any steps or action that may cause description, discontent or disturbance to work, labour or arrangements etc, of other contractors in the project localities. Any action by any Contractors, which the Engineer in his unquestioned discretion may consider as infringement of the above code, would be considered as a breach of the contract conditions and shall be dealt with accordingly. In case of any dispute or disagreement between the various contractors the Engineers decisions regarding the coordination, cooperation and facilities to be provided by any of the contractor shall be final and binding on the contractor concerned and such a decision shall not violet any contract nor absolve the contractor of his obligations under the contract not form the grounds for any claim or compensation.

7.3 Temporary Site Office

The contractor shall at his own expense maintain sufficient experienced supervisory staff etc. required for the work and shall make his own arrangements with all necessary amenities. General layout plan for such structures shall be got approved from the Engineer-in-charge. It will be the responsibility of the contractor to get his layout plan of temporary structure approved by the local competent authorities.

7.4 Payments :-

The contractor must understand clearly that the rates quoted are for completed work and include all costs due to labour, scaffolding, plant, machinery, power, royalties, octroi's, taxes etc. and should also include all expense to cover the cost of lighting, night work if and when required and no claim for additional payment beyond the rates quoted will be entertained.

7.5 Patented Devices :-

Patented Devices, Materials and Process

Whenever the contractor desires to use any designed device materials or process covered by letter of patent copyright, the right for such use should be secured by suitable legal arrangement shall be filed with the Engineer- in- charge if so desired by the latter.

7.6 Water Supply :-

Availability of adequate water for the work and sources thereof shall be confirmed by the contractor before submitting the tender.

Contractor has to make his own arrangement for water required for construction purpose.

i) In case, if requested by the Contractor, he may be permitted to use of some source of water on VNIT campus depending upon availability of water. In this case, contractor will have to pay 1% of value of work done towards water charges and will be recovered from the bills of the contractor. However, the contractor shall have to make his own necessary arrangement from the source of water. **or**

ii) The contractor is also permitted to dig bore well with pump fittings and necessary accessories, connections will be made by the contractor on his own cost and then contractor has to pay 0.8% of the value of work done as water charges and will be recovered from the bills of the Contractor.

7.7 Electricity

The contractor will have to make his own arrangement at his own cost for obtaining or providing electric supply at work site. In case, if Institute provide electric connection, contractor has to pay Rs. 12/- per unit (flat rate) or as per actual tariff revised time to time to the Institute.

8. SAFETY MEASURES AND AMENITIES :-

8.1 Safety Measures :-

The contractor shall take all necessary precautions for the safety of the workers and preserving their health while working on such jobs as required special protection and precaution wherever required. The following are some of the requirements listed, though not exhaustive. The contractor shall also comply with the directions issued by the Engineer on this behalf from time to time at all times.

- i. Providing protective footwear to workers in situations like mixing and placing of mortar or concrete, in quarries and place where the work is to be done under too much wet conditions as for movements over surfaces infested with oyster growth.
- ii. Providing protective hardware to working in quarries etc. protect them against accidental fall of materials from above.
- iii. Taking such normal precautions like providing hardrails to the edges of the floating platforms or bargages not allowing rails of metal parts or useless timber to spread around etc.

8.2 Amenities :-

- 1) Supply workmen with proper belts, ropes, etc. when working on any mast, cranes, circlehoist, dredger etc.
- 2) Taking necessary steps towards training the workers concerned of the use of machinery before they are allowed to handle it independently and taking all necessary precaution in and around the areas where machines, hoists and similar units are working.
- 3) Providing adequate number of boats if at all required for playing in water to prevent overloading and overcrowding.
- 4) Providing life belts to all men working at such situations from where they may accidentally fall into water. Equipping the boats with adequate numbers of life buoys etc.
- 5) Avoiding bare live wires etc. as would electrocute workers.
- 6) Making all platforms, staging and temporary structures sufficiently strong and not causing the workmen and supervisory staff to take undue risks.
- 7) Providing sufficient first-aid trained staff and equipment to be available quickly at the work site to render immediate first aid treatment in case of accident due to suffocation, drowning and other injuries.
- 8) Take all necessary precautions with regard to use of divers.
- 9) Providing full length gum boots, leather hand gloves, leather jackets with fireproof aprons to cover the chest and back reaching up to knees plain goggles for the eyes to the labour working with hot asphalt handling, vibrators in cement concrete and also where use of any or all these items is, essential in the interest of health and well-being of the labourers in the opinion of Engineer.

8.3 Explosives :-

The contractor shall at his own expense construct and maintain proper magazines, if such are required for the storage of explosive for use in connection with the works, such magazine being situated, contracted and maintained in accordance with the Govt rules applicable in the behalf. The contractor shall at his own expense obtain such license or licenses as may be necessary for storage and using explosive. Notwithstanding that the locations etc. of storage of explosives are approved by the Engineer, VNIT shall not incur any responsibility whatsoever in connection with the storage and use of explosive on the site or any accident or occurrence whatsoever in connection therewith, all operations of the contractor in or for which explosive employed being at the risk of the contractor and upon his sole responsibility and the contractor are hereby given to VNIT an absolute indemnity in respect thereof.

8.4 Damage by Floods or Accidents:-

The contractor shall take all precaution against damages by floods or from accidents etc. No compensation will be allowed to the contractor on this account or for correction and repairing any such damage to the work during constitution. The contractor shall be liable to make good at his cost any plant or material belonging to VNIT lost or damaged by floods or from any other cause while in his charge.

8.5 Relation with Public Authorities :-

The contractor shall comply with all rules, regulations, bye-laws and directions given from time-to-time by any local or public authority in connection with this work and shall himself pay all charges which are leviable on him without any extra cost of Govt.

8.6 Medical and sanitary arrangements to be provided for Labour employed in the construction by the contractor

- a) The contractor shall provide an adequate supply of pure and wholesome water for the use of labourer on works and in camps.
- b) The contractors shall construct trenches, semi permanent latrines for the use of labourer, separate latrine shall be provided for men and women.
- c) The contractor shall build sufficient number of huts on suitable plot of land for use of the labourer according to the following specifications.

8.7 Housing:

- i) Labour housing for construction work especially for regular workers (not more than 20 excluding children below the age of 15 years) will be allowed in identified location on VNIT Campus during that particular construction work. Contractor has to make all necessary facilities such as sanitation, drinking water and electricity arrangement on identified location on VNIT. Contractor has to take care of the security measures at site as well as on VNIT. Contractor is also permitted to erect material store and watchman hut. Construction site should be cordoned off to avoid disturbance to other campus inmates.
- ii) The Contractor shall be responsible for maintaining order on his work and to that end shall employ such officers, watchman or other persons as are required.
- iii) Unauthorized or undesirable persons shall be excluded by the contractor from the work. If in the opinion of the Director or his representative, any employee or agent of the contractor misbehaves or causes obstruction in proper execution of the work or otherwise makes him undesirable, the contractor shall on the receipt of instruction to do so remove him from the premises.

9 Miscellaneous:-

- 9.1 For providing electric wiring or water line etc. recesses shall be provided if necessary through walls, slabs, beams etc. and later on refill it with bricks or stones, chippings, cement mortar without any extra cost.
- 9.2 In case it becomes necessary for the due fulfillment of contract for the contractor to occupy land outside the Deptt. limits the contractor will have to make his own arrangements with the landowners and pay such rents, if any, which are payable as mutually agreed between them.
- 9.3 The contractor shall duly comply with the provisions of the Apprentices Act, 1961 (iii of 1961) and the rules and orders made there under from time to time under the said Act and the said Rules and on his failure or neglect to do so he shall be subject to all the liabilities and penalties provided by the said Act and Rules.
- 9.4 It is presumed that the contractor has gone carefully through the standard specification (vol. I & II 1981 edition) and the schedule of rates of the Division, and studied the site conditions before arriving at rates quoted by him. The special provisions and detailed specifications of wording of any item shall gain precedence over the corresponding contrary provisions (if any) in the standard specification given without reproducing the details in contract decision of Engineer-in-charge shall be final in case of interpretation of specification.
- 9.5 If the standard specifications fall short for the items quoted in the schedule of this contract reference shall be made to the latest Indian Standard specifications, I.R.C codes, if any of the items of this contract do not fall in reference quoted above, the decision and specifications as directed by the Engineer-in-charge shall be final.
- 9.6 The stacking and storage of building materials at site shall be in such a manner as to prevent deterioration or inclusion of foreign materials and to ensure the preservation of the quantity, properties and fitness of the work, suitable precautions shall be taken by contractor to protect the materials against atmospheric action, fire and other hazards. The materials likely to be carried away by wind shall be stored in suitable stores or with suitable barricades and where there is likelihood of subsidence of soil, heavy materials shall be stored on paved platforms, suitable separating barricades and enclosure as directed shall be provided to separate materials brought by contractor and from different sources of supply.

10. Instructions Regarding Execution of works Having Very High Rates and Very Low Rates:-

In case of high rates quoted by the contractor for a particular item, the payment for that item shall be made at part rate based on C.S.R. rate initially, full rate shall be released only after entire work is satisfactorily completed.

11. Definitions:-

- a) Under excluded by or repugnant to the contents (a) the expression VNIT and used in the tender documents shall mean the College "Visvesvaraya National Institute of Technology, Nagpur", Maharashtra.

- b) The expression 'The Director, VNIT' as used in the tender papers shall mean officer for the time being of the Director, VNIT, Nagpur who is designated as such.
- d) The expression 'Dean (P&D)' as used in the tender papers shall mean the Dean (P&D) VNIT Nagpur.
- e) The term 'Professor Incharge' shall mean Professor Incharge (Institute Works) of VNIT Ngpur under whose control the work lies for time being.
- f) The expression Engineer or Engineer-in-charge as used in the tender paper shall mean the Engineer-in-charge of the work.
- g) The expression 'contractor' as used in the tender paper shall mean the successful tenderer that is the tenderer whose tender has been accepted and who has been authorised to proceed with the work.
- h) The expression 'contract' as used in the tender papers shall mean the deed of contract together with all its original accompaniments and those alter incorporated in it by mutual consent.
- i) The expression 'plant' as used in the tender papers shall every temporary accessory necessary or considered necessary by the Engineer to execute, construct, complete and maintain the work and all altered, modified, substituted and additional works ordered in the time and the manner herein provided and all temporary materials and special and other articles and appliance of every sort kin and description whatsoever intended or used therefore.

12.1 **Testing etc.:-**

12.1 The contractor shall make field arrangements for testing of all materials for cement concrete i.e. slump test bulkgage test, etc. The concrete cube mould 3 Nos. of 15 x 15 x 15 cm. size shall be kept at site during concreting operation. One set of six 15 cm. (about 6") cubes shall be prepared from the concrete to be used in work for compression test on the first three days operation and thereafter for every 60 cubic meter of concrete or three days work which ever is less. If source of aggregate or grading is changed, one set six test cubes shall be taken for each changed batch. Three cubes shall be tested for test at 7 days and 3 at 28 days in Regional Testing Lab. of Nagpur or in Visvesvaraya National Institute of Technology at Nagpur or at any approved laboratory. All the testing charges shall be paid by the contractor, the entire responsibility of the testing of materials will be borne by the contractor.

12.2 Mixing of concrete shall be done with concrete mixers.

12.3 For providing Electric Wiring Duct tubes of the required diameter and length shall be provided through walls, beams and floors, slabs as and when directed without any extra cost.

12.4

- (a) The contractor will make his own arrangement for receiving all material, tools etc. required for the work.
- (b) No extra charges for the carriages of water be allowed.
- (c) The rates for all items are inclusive of all charges such as carting, lifting etc. No. extra payment for any lead and lifts will be paid for any item.
- (d) The contract should not be sublet without written permission of the Engineer-in-charge.
- (e) The conditions in the tender notice will be binding on the contractor and the tender notice will form a part of agreement.

13. **Requirement of Strength of Concrete:-**

- i) **Controlled Concrete:** Full payment shall be made when 80% of the test cube results are equal to and above the minimum specified strength and the remaining 20% of the result above 80% of the specified strength.
- ii) **Ordinary Concrete:** Full payment shall be made when 75% of the test cube results are equal and above the specified strength and the remaining 25% of the results are above 75% of specified strength.

14. Mix Design

14.1 The following instructions shall be followed as regards preliminary design of mix and methods of batching of plain cement concrete and reinforced cement concrete. These instructions should be treated as supplementary to the relevant provision in the specifications for the respective items contained in the book of standard specifications and will override the provisions contained therein wherever they are contrary to the following instructions.

The preliminary mix design and batching for various grades of concrete shall be governed by the following guidelines.

Concrete Grade	Guidelines
1) Up to M-15	:- This only ordinary concrete. No change may be prescribed in the present practice as regards preliminary design of mix and permitting volume batching.
2) M-20 to M-25	:- Preliminary mix design must be carried out for these mixes. However, weigh batching shall be insisted for cement only for concrete M-20 and above.
3) Above M-25	:- Preliminary mix design must be prepared for such mixes, weigh batching shall be insisted for cement fine aggregate and coarse aggregate.

14.2 a) The minimum cement content for the mix design for grades M-15 and above shall be as prescribed in IS 456-2000.

14.2 b) For the grades of concrete M-20 and above the preliminary mix design shall be carried out from the approved laboratory. The rate quoted by the contractor in the agreement for these items shall be final and binding on him irrespective of content of cement required as per preliminary mix design and there shall be no adjustment in the agreement rate for these items on this account.

14.2 (1) The charges for preliminary design of concrete mix shall be entirely borne by the contractor.

14.2 (2) For grades of concrete M-20 and above where cement is to be used by weight, the cost of extra cement required to make-up the under-weight bags shall be borne by the contractor. However, the extra cement required, if any on this account, shall be supplied to the contractor at the rates specified in the Schedule "A".

14.2 (3) For the items of concrete of grades lower than M-20 other items in the agreement where cement is not to be used by weight. The consumption shall be decided as per the following method of reckoning.

STANDARD CEMENT CONSUMPTION

Sr.	Item	Unit	Requirement in Bags (MT)	
1	2	3	4	

PLAIN CEMENT CONCRETE

1.	a) Cement Concrete (1:2:4) without finishing	Cum	6.27	0.313
2.	b) Cement Concrete (1:2:4) with finishing	Cum	6.72	0.366
3.	Cement Concrete (1:3:6)	Cum	4.42	0.221
4.	Cement Concrete (1:4:8)	Cum	3.40	0.170
5.	Cement Concrete (1:5:10)	Cum	2.65	0.132

REINFORCED CEMENT CONCRETE

6.	Cement Concrete M-15 (1:2:4)	Cum	6.27	0.313
7.	Cement Concrete M-20 (1:1½ :3)	Cum	7.60	0.380
8.	Cement Concrete M-25	Cum	8.50	0.425

9.	Cement Concrete M-30	Cum	9.50	0.475
10.	Cement Concrete M-35	Cum	10.00	0.500
11.	Cement Concrete M-40	Cum	10.50	0.525

BRICK WORK

12.	B.B. Masonry in C.M 1:4 proportion	Cum	1.65	0.082
13.	B.B. Masonry in C.M 1:5 proportion	Cum	1.52	0.076
14.	B.B. Masonry in C.M 1:6 proportion	Cum	1.44	0.072
15.	B.B. Masonry in C.M 1:8 proportion	Cum	1.33	0.056
16.	Half Brick Masonry in C.M 1:4 proportion	Sq.m.	0.22	0.011

MASONRY

17.	U.C.R.S. Masonry in C.M 1:6 proportion	Cum	1.77	0.088
18.	U.C.R.S. Masonry in C.M 1:5 proportion	Cum	1.94	0.097
19.	C.R.S. Masonry in C.M 1:5 proportion	Cum	1.80	0.090
20.	C.R.S. Masonry in C.M 1:6 proportion	Cum	1.50	0.075

DAMP PROOF COURSE

21.	Providing and laying dam proof course 50mm thick in (1:24)	Sq.m	0.35
22.	Finishing the terrace slab 20mm thick in C.M. 1:3 proportion	Sq.m	0.20
23.	Providing water proofing to W.C. and bath	Sq.m	0.276
24.	Providing water proofing to W.C. and bath thick single coat in C.M. 1:4	Sq.m	4.00

PLASTERING

25.	Providing internal cement plaster 6mm thick single coat in C.M. 1:4	Sq.m	0.045
26.	Providing internal cement plaster 6mm thick single coat in C.M. 1:3	Sq.m	0.070
27.	Providing cement plaster 12mm thick single coat in C.M. 1:5	Sq.m	0.045
28.	Providing internal cement plaster 6mm thick single coat in C.M. 1:4 proportion	Sq.m	0.110
29.	Providing internal cement plaster 12mm thick single coat in C.M. 1:3 proportion	Sq.m	0.140
30.	Providing internal cement plaster 20mm thick single coat in C.M. 1:3	Sq.m	0.170
31.	Providing internal cement plaster 12mm thick single coat in C.M. 1:5 proportion	Sq.m	0.140
32.	Providing internal cement plaster 12 mm thick single coat in C.M. 1:5 proportion	Sq.m	0.140
33.	Providing internal cement plaster 12mm thick single coat in C.M. 1:4 proportion	Sq.m	0.170
34.	Providing internal cement plaster 12mm thick single coat in C.M. 1:3 proportion	Sq.m	0.220
35.	Providing cement plaster 25mm thick single coat in C.M. 1:4 proportion	Sq.m	0.220
36.	Sand faced plaster in two coats	Sq.m	0.220
37.	Rough cast plaster in two coats in C.M. 1:4 proportion	Sq.m	0.220
38.	Providing flush grooving pointing in C.M. 1:3 for brick wall	Sq.m	0.030
39.	Providing flush grooving masonry in C.M. 1:3 proportion	Sq.m	0.025
40.	Providing tuck pointing with C.M. 1:3 proportion	Sq.m	0.050
41.	Providing weathered pointing in C.M. 1:3 for stone masonry	Sq.m	0.040
42.	Providing vee pointing for stone masonry in C.M. 1:3	Sq.m	0.030
43.	Providing fine finish 1.5 mm thick over green surface	Sq.m	0.044

PLASTERING, FLOORING, FINISHING AND ROAD

44.	Providing and laying R.S.H. flooring 20mm to 30mm on bed of 1:6 C.M. And pointing C.M. 1:3	Sq.m	0.135
45.	Providing and laying R.S.H. flooring 40mm to 50mm on bed of 1:6 C.M. And pointing C.M. 1:3	Sq.m	0.140
46.	Providing and laying R.S.H. flooring 50mm to 60mm on bed of 1:6 C.M. And pointing C.M. 1:3	Sq.m	0.150
47.	Providing and laying polished shababd 20mm flooring 25mm to 30mm thick on bed 1:6 proportion	Sq.m	0.130
48.	Providing and laying polished tandur stone flooring 25mm to 30mm thick on bed 1:6 proportion	Sq.m	0.130
49.	Providing and laying polished Kota stone flooring 25mm to 30mm thick on bed 1:6 proportion	Sq.m	0.130
50.	Providing and laying skirting and dado of polished shababad stone 25mm to 30mm with 1:4 C.M.	Sq.m	0.180
51.	Providing and laying skirting of polished tandur stone 25mm to 30mm thick on bed 1:4 C.M.	Sq.m	0.180
52.	Providing and laying C.C.flooring 40mm thick with C.C. 1:11/2:4 proportion	Sq.m	0.360
53.	Providing and laying C.C.flooring 50mm thick with C.C. 1:11/2:4 proportion	Sq.m	0.440
54.	Providing and laying flooring of plain cement tiles of 25X25mm on bed 1:6 for flooring	Sq.m	0.150
55.	Providing and laying for dado and skirting on polished surface 1:4 proportion	Sq.m	0.180
56.	Providing and laying coloured tiles 25X25 mm size	Sq.m	0.150
57.	Providing and laying for dado and skirting	Sq.m	0.180
58.	Providing and laying white glazed tiles 150X150mm for flooring	Sq.m	0.220
59.	Providing and laying for dado and skirting	Sq.m	0.210
60.	Providing and laying gray cement base mosaic tiles for flooring 25X25cm	Sq.m	0.210
61.	Providing and laying for dado and skirting	Sq.m	0.180
62.	Providing and laying in situ marble mosaic tiles 10 mm thick (A) Gray cement (B) White cement	Sq.m Sq.m	0.200 0.130
63.	Providing and laying for dado and skirting (A) Gray cement (B) White cement	Sq.m Sq.m	0.200 0.800
64.	Providing and laying required position flooring of broken china	Sq.m	0.300
65.	Providing and laying polished shahabad stone 25 to 30mm thick for tread and rister	Sq.m	0.180

15. AUTHORITY OF THE ENGINEER-IN-CHARGE

Save in so far as it is legally or physically impossible, the contractor shall execute, complete and maintain the works in strict accordance with the contract under the directions and to the entire satisfaction of the Engineer-in-charge and shall comply with and adhere strictly to the Engineer-in-charge's instructions and directions on any matter (whether mentioned in the contract or not pertaining to this works).

The Engineer-in-charge shall decide all questions, which may arise as to the quality, and acceptability of materials furnished and work executed, manner of execution, rate of progress of the works, interpretation of the plans and specifications and acceptability of fulfillment of the contract on the part of the contractor. He shall determine the amount and quality of the work performed and materials furnished and his decision and measurements shall be final.

In all such matters and in any technical questions, which may arise touching the contract, his decision shall be binding on the contractor.

The Engineer-in-charge shall have the power to enforce such decisions and orders if the contractor fails to carry them out promptly. If the contractor fails to execute the work ordered by the Engineer-in-charge may give notice to the contractor specifying a reasonable period therein and on the expiry of the period proceed to execute such work as may be deemed necessary and recover the cost thereof from the contractor.

15.1 AUTHORITIES OF THE ENGINEER-IN-CHARGE'S REPRESENTATIVE

The duties of the representative of the Engineer-in-charge are to watch and supervise the work and to test and examine materials to be used for workmanship employed in connection with the works.

15.2 The Engineer-in-charge may from time to time, in writing, delegate to his representative any of the powers and authorities vested in the Engineer-in-charge and shall furnish to the contractor a copy of all such delegation of powers and authorities. Any written instruction of approval given by the representative of the Engineer-in-charge to the contractor within the terms of such delegations (but not otherwise) shall bind the contractor and the department as though, it had been given by the Engineer-in-charge, provided always as follows:

- A) Failure of the representative of the Engineer-in-charge to disapprove any work or materials shall not prejudice the power of the Engineer-in-charge thereafter to disapprove such work or materials and to order to pulling down, removal or breaking up thereof.
- B) If the contractor is dissatisfied with any decision of the representative of the Engineer-in-charge, he shall be entitled to refer the matter to the Engineer-in-charge, who shall there upon confirm, reverse or vary such decision.

16. LAYOUT OF WORK

Layout of the work will be done by the contractor in consultation with the Engineer-in-charge, of the Department or his representative. Some permanent marks should however be established to indicate the demarcation of the structure or any component thereof made to this permanent marks in measurement books and drawing signed by the contractor and the departmental officer. Responsibility regarding layout will be joint.

17. STACKING AND STORAGE AND GUARDING OF MATERIALS: -

17.1 The stacking and storage of materials at site shall be in such a manner as to prevent deterioration or intrusion of foreign matter and to ensure the preservation of their quality, properties and fitness for the work. Suitable precautions shall be taken by the contractor to protect the materials against atmospheric actions, fire and other hazard. The materials likely to be carried away by wind shall be stored in suitable stores or with suitable barricades and where there is likelihood of subsidence of soil, heavy materials shall be stored on paved platforms. Suitable separating barricades and enclosures as directed shall be provided to separate materials brought by contractor and materials issued by VNIT to contractor under Schedule 'A'. Same applies for the material obtained from different sources of supply.

17.2 The contractor shall at his own expenses, engage watchmen for guarding the materials, plant, machinery and the work during day and night against any pilferage or damage and also for prohibiting trespassers.

17.3 No materials brought to the site shall be removed from the site without the prior approval of the Engineer-in-charge.

18. The contractor shall inform the Engineer-in-charge in writing when any portion of the work is ready for inspection giving him sufficient notice to enable him to inspect the same without affecting the further progress of the work.

19. The work shall be carried out by the contractor without causing damage to the existing VNIT property and/or private property. If any such damages are caused, the contractor shall pay for restoration of the property to the original conditions, and any other consequent damages.

20. In the event of an occurrence of an accident involving serious injuries or death of any person, at site or work or query or at any place in connection with the work the same shall be reported in

writing within twenty-four hours of the occurrence to the Engineer-in-charge and the Commissioner of Workmen's Compensation.

21. The contractor after completion of work shall clean the site of all debris and remove all unused materials other than those supplied by the department and all plant and machinery, equipment, tools etc., belonging to him within one month from the date of completion of the work, or otherwise the same will be removed by the department at his cost or disposed off as per departmental procedure. In case department disposes off the material, the sale proceeds will be credited to the contractor's account after deducting the cost of sale incurred. However, no claim of contractor regarding the price of amount credited will be entertained afterwards.
22. All constructional plant, provided by the contractor shall when brought on the site be deemed to be exclusively intended for the construction and the contractor shall not remove the same or any part thereof (Save of the purpose of moving it from one part of the site to another) without the consent in writing of the Engineer-in-charge who shall record the reasons for withholding the consent.
23. **Restrictions because of Local Traffic:-**

As there is local traffic by the side of construction the contractor will have to take proper precautions such as proper barricading, lighting, information and cautionary boards for safe and smooth flow of traffic, and keeping the concerned authorities informed about the work in progress.
24. **Completion Certificate:-**
 - 24.1 The work shall not be considered to have been completed in accordance with the terms of the contract until the Engineer-in-charge shall have certified in writing to that effect. No approval of material or workmanship or approval of part of work during the progress of execution shall bind the Engineer-in-charge or in any way prevent him from even rejecting the work which is claimed to be completed and to suspend the issue of his certificate of completion until such alteration and modification or reconstruction have been effected at the cost of the contractor as shall enable him to certify that the work has been completed to his satisfaction.
 - 24.2 After the work is completed the contractor shall give notice of such completion to the Engineer-in-charge and within 30 days of receipt of such a notice the Engineer-in-charge shall inspect the work and if there is no defect in the work, shall furnish the contractor with a certificate indicating the date of completion. However, if there are any defects which in the opinion of the Engineer-in-charge are rectifiable he shall inform the contractor the defects noticed. The contractor after rectification of such defects shall then inform the Engineer-in-charge and Engineer-in-charge on his part shall inspect the work and issue the necessary completion certificate within 30 days if the defects are rectified his satisfaction, and if not, he shall inform the contractor indicating defects yet to be rectified. The time cycle as above, shall continue.
 - 24.3 In case defects noticed by the Engineer-in-charge which in his opinion are not rectifiable but otherwise work is acceptable at reduced payment, work shall be treated as completed. In such cases completion certificate shall be issued by the Engineer-in-charge within 30 days after the date of issue of completion certificate, by Engineer-in-charge but not more than 12 months after opening to traffic.
 - 24.4 The issue of completion certificate shall not be linked up with the site clearance on completion of work.
 - 24.5 Should regular public traffic be allowed on the bridge at any stage prior to its being taken over then the maintenance period shall be deemed to commence from the date of such traffic passing over the bridge & shall be upto 30 days after the date of issue of completion certificate, by Engineer-in-charge but not more than 12 months after opening to traffic.

25. Ancillary Works

The contractor shall submit to Engineer-in-charge in writing the details of all ancillary works including layout and specifications to be followed for its construction Ancillary work shall not be taken up in hand unless approved by Engineer-in-charge. The Engineer-in-charge reserves the right to suggest modifications or make complete changes in the layout and specifications proposed by the contractor at any stage to ensure the safety of the work site. The contractor shall carry out all such modifications to the ancillary works at his own expenses as ordered by Engineer-in-charge.

26. Special Conditions

- 26.1 The contractor should ensure that all safety precautions are observed by their labours, working closed to the State Highway and while closing the State Highway precautions are taken including insurance etc., for their labour at the cost of the contractor and the contractor will bear all the expenses, compensations etc. if any accident occurs to the labour etc. No claim is this regard on whatsoever account shall be final and conclusive.
- 26.2 During execution if there is any change in (i) Span arrangement (ii) height of Sub-Structure and Superstructure above G.L. (iii) Change in depth of Foundation, tendered rate for respective items will hold good and no extra claim shall be entertained on this account.
- 26.3 The contractor shall observe the rules and regulations imposed by traffic police for smooth flow of traffic on the diversion road and shall not be entitled for claims any compensation arising thereof.

27.0 Additional Earnest Money Deposit

Whenever there is a provision for use of modern Plant & Machinery on the work (Such as vibratory roller etc.) and the firm does not own the requisite machinery on the date of tender submission, the firm shall have to submit an additional. Earnest money deposit of Rs. 50,000/- along with a proof of being in the progress of acquiring it, either by purchase or by some agreement, with other firm who is having the requisite machinery. In case the agency fails to mobilize the machinery within 15 days of the date of issue of acceptance letter, their offer will be treated as non responsive and the amount of EMD along with additional EMD will be forfeited.

28.0 Modern Scientific and Surveying equipments

The contractor shall arrange to provide all necessary modern surveying instruments like Theodolite, Automatic level, laser tapes, metallic tape, steel tape and compass at work site during execution of work. It shall be considered as incidental to the work and no extra payment will be made for the same. In case of any failure by the contractor to provide the above required at site, the same will be procured by the department and expenditure will be debited to the contractors account.

29.0 Stationary, record and registers

The contractor shall arrange to provide all necessary stationary, record registers etc. required for work as and when asked for.

It shall be considered as incidental to work and no extra payment will be made for the same.

30.0 Arrangement for Traffic During Construction:-

The contractor shall at all times carry out work of approach Road as per M.O.S.T. specifications Cl. No. 112.2 so as to create least interference to the smooth flow of traffic with the satisfactory execution of the work. The contractor shall take prior approval of Engineer In charge traffic arrangement during construction or improvement.

The contractor shall provide and maintain informatory boards like name of work and its silent features, precautionary signs and cautions signs boards, Road, markings and other traffic control devices as well as the riding surface of diversion and drainages in a satisfactory condition till they are required by the Engineer In charge. These boards shall be retro reflective type and shall be minimum of 3 No. per 200 m of road length under improvement. The two informatory retro reflective boards of size 1.2 m x 1.8 m showing name of work & its salient features shall be erected one at each end of the work. Dismantling and removing the debris, where necessary, shall be the responsibility of the contractor.

It shall be considered as a incidental to the work and no additional payment, whatsoever will be made for the same.

31.0 Supply of Colour Record Photographs and Album

The contractor shall arrange to take colour photograph at various stages/Facts of the work including interesting and novel features of the work as desired by the Engineer In charge. Photographs shall be acceptable quality. Each photograph taken shall be standard post card size,

marked in albums of acceptable quality. Also the negative in 35 mm size shall be supplied for each photograph. Each photograph in the album shall be suitable captioned.

The contractor shall arrange for taking video films of important activities of the work as directed by the Engineer In charge during the currency of the project and editing them to a video film of playing time not less than 60 minutes and up to 180 minutes as directed by the Engineer In charge. It shall contain narration of the acceptable quality and the film shall be capable of producing colour pictures.

It shall be considered as incidental to the work and no additional payment, whatsoever will be made for the same.

32.0 **Approval of construction Material and Construction Activities:-**

Approval of all sources of material for the work shall be obtained in writing from the Engineer-In-charge or his representative before their use on the project.

Before taking up any new construction activity or layer construction, shall be the sole responsibility of the contractor.

The testing of materials, job mix design shall be approved in writing from Engineer-In-charge 15 days before the commencement of the corresponding activity. The testing charges will be borne by the contractor. The testing shall also be carried out whenever directed by the Engineer-in-charge or his representative.

SPECIAL CONDITIONS OF CONTRACT

1. **APPROVAL OF CONSTRUCTION MATERIALS AND CONSTRUCTION ACTIVITIES :** Approval of all materials for the work shall be obtained in writing from Engineer-in-charge or his representative before its use in the project.
Before taking up any construction activity the construction work done earlier shall be approved in writing Any failure on this account may result in delay in the work for which the contractor will be solely responsible.
Materials and job mix etc. shall be approved in writing at least 15 days in advance of the commencement of corresponding activity. The testing charges shall be borne by the contractor.
Besides the prescribed tests and frequencies any other test or tests over the prescribed frequency shall also be carried out by the contractor at his own cost if so directed by Engineer-in-charge or authorised representative.
2. The contractor should submit certificate from the concerned higher authorities regarding successful completion of a similar nature (One single contract not less than 100% of cost put to tender.)
3. Contractor should submit the documentary evidence regarding bid capacity should not be less than two times the cost put to tender.
4. Contractor should submit valid registration under Maharashtra State Tax Act and Maharashtra State Tax or Transfer of work contract Act 1985.
5. The Contractor should submit the latest certificate of work completed and works in hand issued by the concerned authority (Not below the rank of the Dean (P&D)).
6. No joint venture shall be allowed.
7. The Sales Tax on Transfer of property in goods involved in the execution of works under works contracts (re-enacted) Acts 1989 will be applicable @ 2% (two percent) of the contract value in case of the construction contracts and @ % (four percent) of the contract value in case of other contracts. The rate of levy of this tax is subject to change, without prior notice in accordance with the notification issued by the tax authorities of the Govt. from time to time. The deduction on account of this tax will be made in the gross payable value of the bill against the contract without any deduction whatsoever.
8. It is obligatory on the part of the agencies to obtain the no objection certificates from the Maharashtra Pollution Control Board as per Pollution Act before starting Crusher / H.M. plant on the works under respective authorities not below rank of Dean(P&F).

SCHEDULE -A

Material Supplied by the Department/ Material to be brought by the Contractor

Schedule showing (Approximately) the material to be supplied by the contractor from the VNIT stores for the works and the rates at which the material are to be brought are to be supplied.

Sr No	Name of Material	Approximate quantity to be supplied	Remarks
1	2	3	4
1	Cement	-----Nil-----	
2	Steel i. M S Bars ii. H Y S D	-----Nil-----	
3			

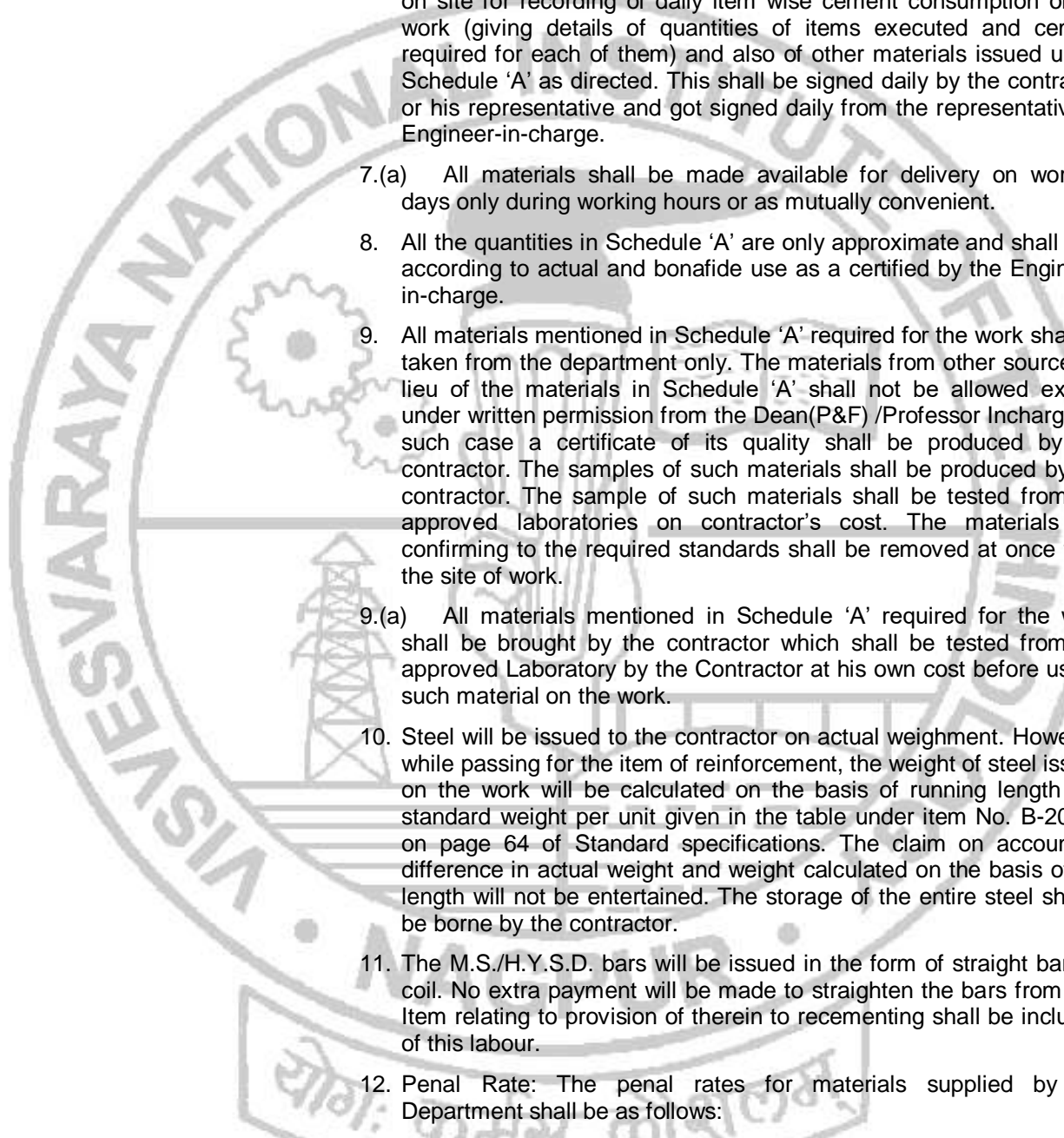
Note: The persons of firm submitting the tender should see that the rates in the above schedule are filled up by the Executive on the issue of the form prior to submission of the tender.

Contractor will have to make arrangement themselves for securing structural steel under the permit to be obtained by themselves. VNIT will however tender necessary help to the contractor.

CONDITIONS OF SCHEDULE 'A'

Material supplied by the department / Material to be brought by the Contractor

1. The contractor shall not use the cement and other materials under schedule 'A' in items other than as per tender except for such ancillary small items as are connected with and absolutely necessary for this work as may be decided by the Engineer-in-charge.
2. Conveyance charges of the materials issued from place of delivery to the site of work shall be borne by the contractor.
3. The place of delivery mentioned in the Schedule- 'A' may be changed at any time. In case the changed place of delivery involves longer distance from the site of work than the stipulated place, the extra charges for the lead only by the shortest route will be paid to the contractor at schedule of rates of the Division on the day of conveyance of such materials. If the distance is reduced recovery will be made from the contractor at the above rates.
4. The contractor will have to construct shed of approval specification for storing of above materials at work site having double locking arrangement. The materials for the work will be removed for use in the presence of departmental persons and no material will be allowed to be removed away from site of work for which purpose double locking arrangement shall be maintained.
5. The contractor(s) should be aware that considerable delay may occur in getting the materials whenever such materials are to be supplied by VNIT. They are, therefore, advised to indent for their requirements sufficiently in advance to allow for the period usually taken for supply of such materials.

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6. No responsibility can be accepted for delays which may occur with regard to supply of these materials.
 7. The contractor shall submit periodically as well as on completion of the work an account of all the material issued to him in a manner as directed the Engineer-in-charge. The contractor shall also furnish account of materials already issued before placing demand for further materials. In addition a separate register shall be maintained on site for recording of daily item wise cement consumption of the work (giving details of quantities of items executed and cement required for each of them) and also of other materials issued under Schedule 'A' as directed. This shall be signed daily by the contractor or his representative and got signed daily from the representative of Engineer-in-charge.
 - 7.(a) All materials shall be made available for delivery on working days only during working hours or as mutually convenient.
 8. All the quantities in Schedule 'A' are only approximate and shall vary according to actual and bonafide use as a certified by the Engineer-in-charge.
 9. All materials mentioned in Schedule 'A' required for the work shall be taken from the department only. The materials from other sources in lieu of the materials in Schedule 'A' shall not be allowed except under written permission from the Dean(P&F) /Professor Incharge. In such case a certificate of its quality shall be produced by the contractor. The samples of such materials shall be produced by the contractor. The sample of such materials shall be tested from the approved laboratories on contractor's cost. The materials not confirming to the required standards shall be removed at once from the site of work.
 - 9.(a) All materials mentioned in Schedule 'A' required for the work shall be brought by the contractor which shall be tested from the approved Laboratory by the Contractor at his own cost before use of such material on the work.
 10. Steel will be issued to the contractor on actual weightment. However, while passing for the item of reinforcement, the weight of steel issued on the work will be calculated on the basis of running length and standard weight per unit given in the table under item No. B-20, 13 on page 64 of Standard specifications. The claim on account of difference in actual weight and weight calculated on the basis of the length will not be entertained. The storage of the entire steel should be borne by the contractor.
 11. The M.S./H.Y.S.D. bars will be issued in the form of straight bars or coil. No extra payment will be made to straighten the bars from coil. Item relating to provision of therein to recementing shall be inclusive of this labour.
 12. Penal Rate: The penal rates for materials supplied by the Department shall be as follows:
 - 1) **Cement:** It shall be double the issue rate shown in Schedule 'A' or prevailing market rate at the time of completion of work (including Sales Tax and General Tax) whichever is more.
 - 2) **Steel:** It shall be issue rate shown in Schedule 'A' or 115% of the prevailing market rate (including Sales Tax and General Tax) at the time of completion of work whichever is more.

13. However in cases when the materials issued to a contractor become surplus, the materials shall be taken back from the contractor at the same rate at which they were supplied to him by VNIT, provided the materials at the time of taking over, were not actually used and are serviceable. The materials shall be returned by the contractor to the store specified in Schedule 'A' without any extra cost for carting and handling thereof.
14. The contractor shall furnish unstamped receipt for all materials issued under Schedule 'A' on spot in addition to joint signature on such challan, charts, registers etc. as may be prescribed by the Engineer-in-charge.
15. In the event of any materials issued to the contractor by VNIT becoming surplus to the requirements of works and not returned by the contractor recovery at penal rate as defined above shall be effected.
16. Delay in supply of materials included in Schedule 'A' shall not entitle the contractor to claim compensation. The contractor will however be eligible for extension of time limit on this account.
17. The rates given in Schedule 'A' are inclusive of all taxes such as Sales Tax, General Tax etc.
18. A variation of 5% will be permitted over the theoretical consumption of cement given in appended schedule for all the items covered under the contract except the item of cement concrete of M-200 and higher grade for which the strength has been decided by preliminary mix design. For each items (eg-M-200 and higher grade cement concrete) the variation of +2% shall only be allowed over the rate of cement consumption as per mix design.

In the event of cement consumed is more than specified above, recovery at penal rate as defined earlier shall be made from the contractor of the excess quantity of cement consumed.
19. Mild steel H.Y.S.D. steel round bars in pieces less than 2.5 metre length i.e. full length shall be treated as wastage and shall not be accepted, the cost of which shall be borne by the contractor.

The quantity of such waste should be kept nearest minimum. The theoretical quantity of steel shall be taken as quantity required as per design or as authorized by the Engineer-in-charge including authorized Lapp ages, chairs etc.

Over this theoretical quantity, a variation of up to 5% maximum shall be allowed to cover the wastage due to cutting into pieces and other factors. If the wastage of steel is more than the permissible variation mentioned above the cost of excess, the wastage made by the contractor shall be recovered at the penal rates as defined earlier.
20. In case crushed metal if available with the department the same would be considered for supply to the contractor at prevailing schedule of rate of the division at crusher site. However, no guarantee of supply can be given for making this crushed metal available in sufficient required quantity.
21. The supply of materials by VNIT as mentioned in Schedule 'A' for the actual work as well as for ancillary items certified by the Engineer relating to the work shall be according to the following.

CEMENT:

22. Cement will be supplied to the contractor in the standard packing of twenty bags per metric ton (1000 kgs) as received for the suppliers of cement and will be delivered at VNIT store and at the respective rates mentioned in the Schedule 'A'.
23. VNIT shall not be responsible for the loss of cement in transit during transfer from VNIT stores to the work site. Cement to be delivered to the contractor at VNIT store shall mean 50 Kgs. net. The rate quoted should correspond to this method of reckoning.
24. The contractor shall within the period stipulated by the Engineer, submit an estimate of his total requirement of cement and shall place firm indents of his monthly requirement at least 3 months in advance of planned use as may otherwise be stipulated and in the mode and form as may be directed by the Engineer. The contractor shall be responsible for all consequences arising out of his failure to comply with these requirements and any procedure that may be laid therefor.
25. The contractor shall so indent his requirement as to ensure utilization of cement not later than sixty days after the receipt thereof. Cement older than the period aforesaid or stored through any part of the monsoon shall not be used on the work except with the written permission of the Engineer and only after satisfactorily passing tests that he may specify.

Computerized Measurement Book:

Engineer-in-charge shall, except as otherwise provided ascertain and determine by measurement the value of work done in accordance with the contract.

All measurements of all items having financial value shall be entered by the contractor and compiled in the shape of the Computerized Measurement book having pages of A-4 size as per the format of the department so that a complete record is obtained of all the items of work performed under the contract.

All such measurements and levels recorded by the contractor or his authorized representative from time-to-time, during the progress of the work, shall be got checked by the contractor from Engineer-in-Charge or his authorized representative as per interval or program fixed in the consultation with Engineer-in-Charge or his authorized representative. After the necessary correction made by Engineer-in-Charge, the measurement sheets shall be returned to the contractor for incorporating the corrections and for resubmission to the Engineer-in-Charge for the dated signatures by the Engineer-in-Charge and the contractor or their representatives in token of their acceptance.

Whenever bill is due for payment, the contractor would initially submit draft computerized measurement sheets and these measurements would be got checked/ test checked from the Engineer-in-Charge and/or his authorized representative. The contractor will, thereafter, incorporate such changes as may be done during these checks/test checks in his draft computerized measurements, and submit to the department a computerized measurement book, duly bound, and with its pages machine numbered. The Engineer-in-Charge and/or his authorized representative would thereafter check this MB, and record the necessary certificates for their checks/test checks.

The final, fair computerized measurement book given by the contractor, duly bound, with its pages machine numbered, should be 100% correct, and no cutting or overwriting in the measurements would thereafter be allowed. If at all any error is noticed, the contractor shall have to submit a fresh computerized MB with its pages duly machine numbered and bound, after getting the earlier MB cancelled by the department. Thereafter the MB shall be taken in the Engineers Office records, and allotted a number as per the Register of computerized MBs. This should be done before the corresponding bill is submitted to the Account Section for the payment. The contractor shall submit two spare copies of such computerized MB's for the purpose of the reference and record by the various officers of the departments.

The contractor shall also submit to department separately his computerized Abstract of Cost and the bill based of these measurements, duly bound, and its pages machine numbered along with two spare copies of the "bill. Thereafter, this bill will be processed by the Account Section and allotted a number as per the computerized record in the same way as done for the measurement book meant for measurements.

The contractor shall, without extra charge, provide all assistants with every appliance, labour and other things necessary for checking the measurements/levels by the Engineer-in-Charge or his representative. Except where any general or detail description of the work expressly shows to the contrary, measurements shall be taken in accordance with the procedure set forth in the specification not

withstanding any provision in the relevant Standard Methods of measurement or any general or local custom. In the case of items which or not covered by specification, measurements shall be taken in accordance with the relevant standard method of the measurements issued by the Bureau of Indian Standards and if for any item no such standards is available then a mutually agreed method shall be followed.

The contractor shall give not less than seven days' notice to the Engineer-in-Charge or his authorized representative in-charge of the work before covering up or otherwise placing beyond the reach of checking and/or test checking the measurement of any work in order that the same may be checked and/or test checked and correct dimensions thereof be taken before the same is covered up or place beyond the reach of checking and/or test checking the measurements and shall not cover up and place beyond reach of measurement any work without concern in writing of the Engineer-in-Charge or his authorized representative in-charge of the work who shall within the aforesaid period of seven days inspect the work, and if any work shall be covered up or placed beyond the reach of checking and/or test checking measurements without such notice having been given or the Engineer-in-Charge's consent being obtained in writing the same shall be uncovered at the Contractor's expense, or in default thereof no payment or allowance shall be made for such work or the materials with which the same was executed.

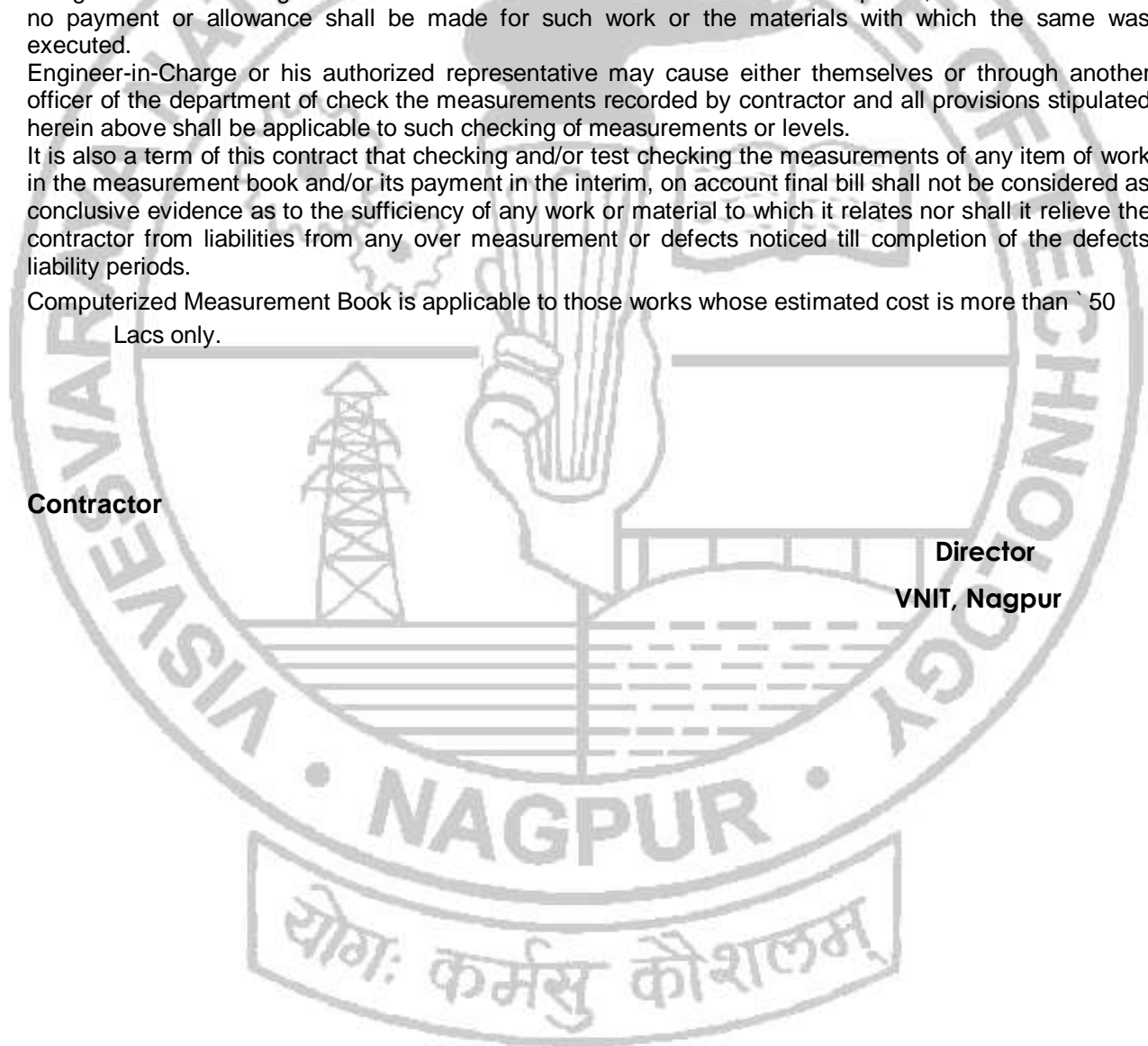
Engineer-in-Charge or his authorized representative may cause either themselves or through another officer of the department to check the measurements recorded by contractor and all provisions stipulated herein above shall be applicable to such checking of measurements or levels.

It is also a term of this contract that checking and/or test checking the measurements of any item of work in the measurement book and/or its payment in the interim, on account final bill shall not be considered as conclusive evidence as to the sufficiency of any work or material to which it relates nor shall it relieve the contractor from liabilities from any over measurement or defects noticed till completion of the defects liability periods.

Computerized Measurement Book is applicable to those works whose estimated cost is more than ` 50 Lacs only.

Contractor

**Director
VNIT, Nagpur**



FORM I to IV

Enclosed Separate documents with other technical documents

Details of Work of Similar or Allied Type and magnitude carried out by Tenderer

Name of Tenderer:

Sr. No.	Name of Work	Name and Address of organisation for whom the work done	Place and country	Tendered cost	Time in which completed	Date of completion	Principle features in brief
1	2	3	4	5	6	7	8

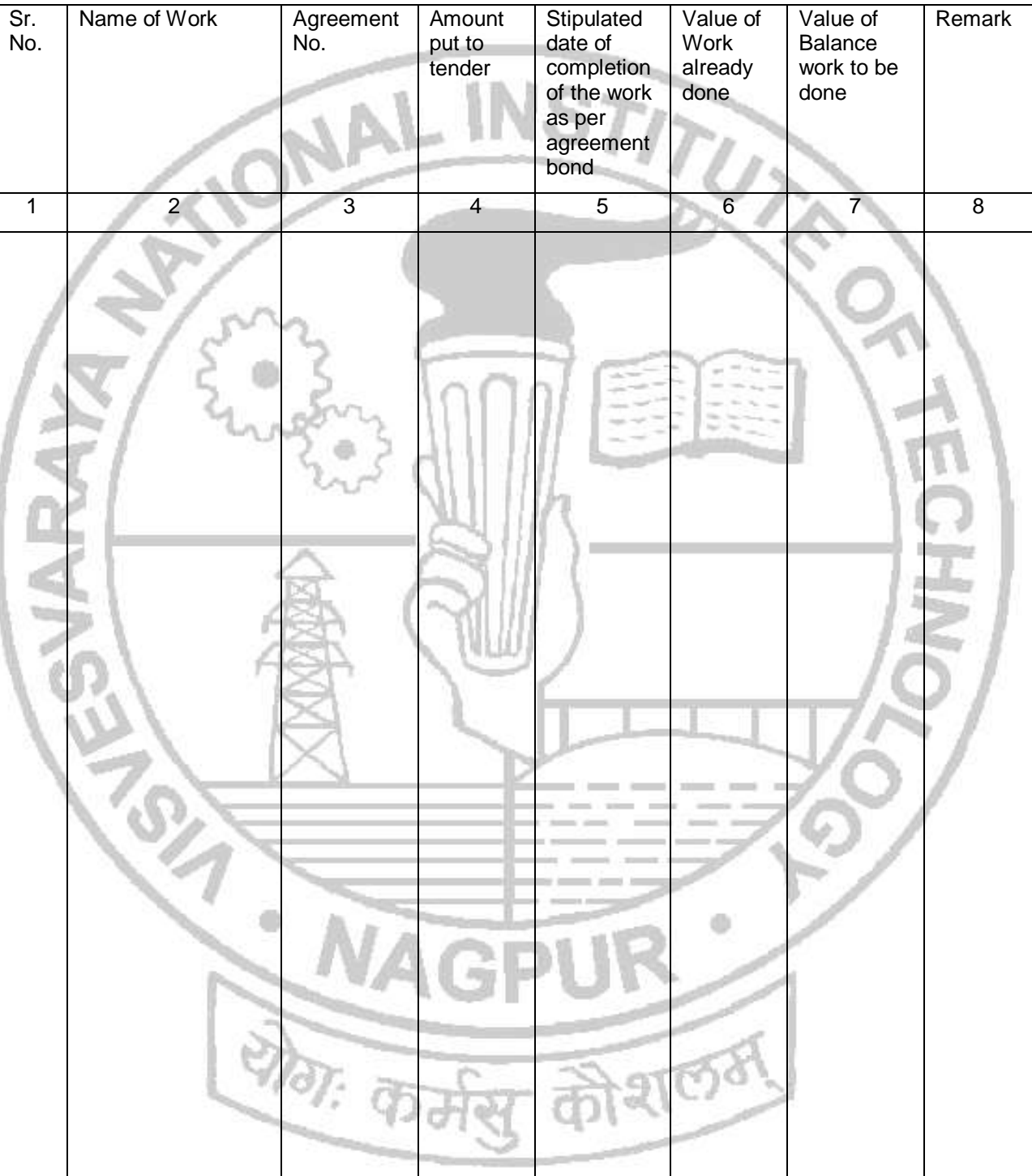
Contractor

Director
VNIT, Nagpur

Enclosed Separate documents with other technical documents

STATEMENT OF LIST OF WORKS IN HAND AS ON:

Sr. No.	Name of Work	Agreement No.	Amount put to tender	Stipulated date of completion of the work as per agreement bond	Value of Work already done	Value of Balance work to be done	Remark
1	2	3	4	5	6	7	8



Contractor

Director
VNIT, Nagpur

Enclosed Separate documents with other technical documents

STATEMENT SHOWING TECHNICAL PERSONNEL AVAILABLE WITH THE TENDERER THAT HE IS GOING TO ENGAGE ON THIS WORK:

Sr. No.	Designation	Name	Qualification	Professional experience of work carried out.	Remarks
1	2	3	4	5	6

Contractor

Director
VNIT, Nagpur

Enclosed Separate documents with other technical documents

Machinery available with and in possession of the contractor, which he proposes to use for execution of the contract:

Sr. No.	Name of the Equipment	No. of Units	Kind or Make	Capacity	Age & Condition	Present location	Remarks
1	2	3	4	5	6	7	8
A.	Excavation & Earth moving Equipments						
1							
2							
3							
B	Transporting Equipment						
1							
2							
3							
C	Concrete Equipment						
i)	Quarrying Equipment						
ii)	Crushing Equipment						
iii)	Batching Equipment						
iv)	Placing Equipment						
D	Pumping Workshop & Miscellaneous Equipment						
E	Other Equipment						
F	Road Equipment						

Notes: The above machineries are readily available with me/us for use on this work.

Contractor:

Names:

Director
VNIT, Nagpur

Address:

Conditions of Schedule of Material to be brought by the Contractor

- 1) The contractor will have to construct shed of approved specification for storing of above materials at work site having double locking arrangement. The materials for the work will be removed for use in the presence of departmental persons and no material will be allowed to be removed away from site of work for which purpose double locking arrangement shall be maintained.
- 2) All materials mentioned in schedule of materials brought by the contractor which shall be tested by the contractor at his own cost from the Approved Laboratory, required for the shall be taken from the department only. The materials from other sources in lieu of the materials in Schedule 'A' shall not be allowed except under written permission from the Dean(P&D) /Professor Incharge. In such a case a certificate for its quality shall be produced by the contractor. The samples of such materials shall be produced by the contractor. The samples of such materials shall be tested from the approved laboratories on contractor's cost. The materials not confirming to the required standards shall be removed at once from the site of work.
- 3) **Following are the modifications/amendments/additions to the specifications for Road and Bridge works.**
 - I) Cement to be used for works, shall be any of the following with the approved of Engineer-in-charge.
 - a) Ordinary Portland Cement confirming to IS: 269
 - b) High Strength ordinary Portland cement confirming to IS: 8112

As far as possible, cement in the manufacture of exposed surface of concrete of any element of a structure shall be from the same factory.

Independent testing of cement used shall be done by the contractor at site and in the laboratory approved by the Engineer before use. Any cement with lower quality than those shown in manufacturers certificate shall be debarred from use.

In case of finely ground cement or imported cement, the Engineer may direct the contractor to satisfy him as to the acceptability of such cement, especially with regard to creep and shrinkage effect.

Any consignment or part of a consignment of cement which has deteriorated in any way, or specification shall not be used in the works and shall be removed from the site it may be readily identified and inspected and cement shall be used in the sequence in which it is delivered at site.

The contractor shall prepare and maintain proper records on site in respect of the delivery, handling, storage and use of cement and these records shall be available for inspection by the Engineer at all times.
 - II) Mild Steel /H.Y.S.D. Steel

Reinforcement, shall comply with the provisions as contained in IRC 21 = 1987 High yield Strength Cold twisted deformed bars shall be round and shall comply with IS: 1786 Cold Twisted steel Bars for concrete reinforcement, mild steel and medium tensile steel bars shall comply with IS:432)Part I and hard drawn steel wire fabric shall comply with IS :1966.

All reinforcement shall be free from rust, loose mill scale or coats of Oils, Paints, etc. which may destroy bond and protected by anti corrosive treatment before placing in position for concreting.
 - III) **RCC PIPE**

Agencies should procure R.C.C. pipes required for the works form the MSSIDC only. The agency should also produce the proof of such procurement like bill of MSSIDC/Certification of the Divisional Manager MSSIDC, To that effect will have to be enclosed along with bill pertaining to the work concerned. The payment towards the procurement of R.C.C. pipe and also items. In which use of R.C.C. is contemplated, would be released only after fulfillment of the conditions laid down as above.

IV) Rejection of Materials not confirming to specification.

Any Stock or batch of material(s) of which sample(s) does not conform to the prescribed test and quality, shall be rejected by the Engineer or his representative and such materials shall be removed from site by the Contractor at his own cost. Such rejected materials shall not be made acceptable by any modifications.

Materials not corresponding in character and quality with approved samples will be rejected by the Engineer or his representative and shall be removed from site at the contractor's own cost. Cement balance at the end of working season will not be allowed to use for any components of work in next season.

- 4) Since the work lies in busy area the contractor shall have to make adequate arrangement for regulating the traffic by providing barricading whenever necessary and by displaying adequate number of requisite sign, and caution boards etc. The work shall have to be planned properly to avoid any inconvenience to the traffic.
- 5) The tenderer shall furnish while submitting tender, a detailed programme of completion of work.

ADDITIONAL CONDITIONS FOR SUPPLY OF BITUMEN

1. The contractor shall use bulk bitumen 60/70 or 80/100 grade received from the Refinery at Mumbai the Hot mix treatment only. Bulk bitumen received as above will be entirely consumed at Hot mix plant site.
2. Conveyance charges of bitumen 60/70 or 80/100 grade(including loading/uploading etc.) from Refinery at Mumbai to the hot mix plant site will be borne by the Contractor.
3. The contractor should be aware that delay may occur in getting the packed asphalt to be supplied by the department. They are, therefore advised to indent for their requirement sufficiently in advance to allow for the period usually taken for supplying packed asphalt.
4. The contractor shall submit periodically as well as on completion of work, an account of all the material issued to him in a manner as instructed by the Engineer-in-charge in addition, a separate daily by the contractor or his representative and got signed daily from the representative of the Engineer-in-charge.
5. The contractors are expected to know all the rules and regulations framed by the refineries for supply of bitumen.
6. The quantities in Schedule of materials to be brought by Contractor are only approximate and shall vary according to actual and bonafide use as certified by the Engineer-in-charge.
7. Since the work lies in busy area the contractor shall have to make adequate arrangement for regularizing the traffic by providing barricading whenever necessary and by displaying adequate number of requisite sign and caution boards etc. The work shall have to be planned properly to avoid any inconvenience to the traffic.
8. The contractor shall have an established modern mix plant as per MOST specification of his own within an operative radius of 50 kms from the site of work. The drum mix plant shall have minimum capacity of 30 MT to 40 MT per hours.
9. A detailed programme of completion of work shall be enclosed with the tender.
10. The contractors should note that once, the work is started, he will not be allowed to operate his plant, for any work other than the work of concern department without the specific permission in writing from the Dean(P&F) /Professor Incharge. Any breach of this condition will be seriously dealt with.

SPECIAL CONDITIONS FOR B.T. WORKS

- 1) The tenderer shall arrange to provide shoulders filling prior to start of bituminous work if such items is included in the agreement.
- 2) For procuring 60/70 grade of bitumens the contractor shall place orders on the refineries through the Engineer-in-charge, whatever required for the item of work.
- 3) The tenderers shall have to submit the No Objection Certificate from Maharashtra Pollution Control Boards and shall submit the valid certificate before starting the work.
- 4) In respect of black top work 20% payment of black top in a particular K. M. shall be retained till completion of other items of the agreement in that K.M. After completion of other items satisfactorily the withheld payment shall be released finally.

ADDITIONAL CONDITIONS FOR TENDERER

- 1) The contractor having modern drum mix plant of adequate capacity around of 30 to 40 M.T./hour or more shall only quote for the work.
- 2) The contractor shall have to install his plant in the vicinity of work, within an operative radius of 50 km from site of work, so that the temperature of mix does not fall down, the temperature required at the time of laying of mix as specified in the specification book of M.O.S.T. and that such location of the plant shall be got approved from the Engineer-in-charge of the work.
- 3) Since the asphalt is issued at the refinery, the successful tenderer shall have to make his own arrangement of transport of asphalt from refinery to site of work at his own cost.
- 4) Each bouzer containing asphalt shall be got sealed from the refinery before dispatch and should bear a stamp of the refinery. Bouzer not bearing seal of the refinery shall not be accepted.
- 5) The cost of testing of asphalt as and when considered necessary shall have to be borne by the contractor.
- 6) The contractor shall not be allowed to operate the hot mix plant for any other work of other deptt. and shall exclusively be operated for this work during the currency of the contract unless specifically permitted by the Engineer-in-charge in writing.
- 7) The tenderer shall furnish while submitting tender, a detailed programme of completion of work.

ADDITIONAL CLARIFICATION TO THE TENDERERS

The following common conditions have been put forth by the contractors while submitting Envelope No. 2 of the work costing above Rs. Ten lakhs and they are clarified in almost all the tenders recently opened at Divisional or at Circle level, It is therefore brought to the notice of the contractors not to repeat these conditions in tender in Envelope No. 2 eliminate the delay in finalising the tenders contained in Envelope No. 3.

- 1) The contractor will have to arrange for the land required. The Deptt. will however render necessary help in recommending the case to appropriate authority. The lease money /rent etc. will be paid by the contractor direct to the land owner.
- 2) The liability of excise duty if levied will have to be borne by the contractor.
- 3) The Deptt. will render necessary help in recommending the case to M.S.E.B. /appropriate authority for procuring the power supply /water supply and energy/consumption charges will be born by the contractor.
- 4) The contractor should make his own arrangement for suitable quarry. However, Deptt. will assist in the same.
- 5) The charges for testing and weighing of bulk bitumen will have to be borne by the contractors.
- 6) Any future increase in rate of petroleum products bitumen will have to be borne by the Contractors.
- 7) No mobilization/Machinery advance will be paid by the Department.
- 8) Final bill will be finalized as early as possible.
- 9) No. conditional tender will be considered.

SPECIAL INSTRUCTIONS FOR CEMENT

- 1 Cement of standard quality conforming to I.S. 8112/ I.S. 1489 or I.S. 12629-1976 shall be procured by contractor of his own cost.
- 2 Cement shall be tested before the use in construction as per method mentioned in I.S. 8112 /I.S. 1489 or I.S. 12629-1976 from the VNIT, Nagpur for every procured fresh lot during the period of construction. Sampling of test sample will be carried out by the Engineers in charge.
- 3 Cement shall be stored as per condition laid down by C.P.W.D. Specifications or State P.W.D. red book of standard specification for cement clause A.2.4 page 5.
- 4 Necessary testing charges incurred shall be born by the contractor.
- 5 Ordinary/ Pozolana Portland cement stored for more than two months from the date of receipt from the factory shall not be used.
- 6 Cement of approved quality shall be purchased from single manufacture (preferably the same brand) during the process of construction.

SPECIAL SPECIFICATIONS FOR CONCRETE

CONCRETE :

MEASURING : The quantify of cement shall be determined by weight ordinary/ Pozolana Portland cement shall be taken to weight 144 kg./cu.m. (90 lbs per cu.ft.) and rapid hardening Portland cement to weigh 121 kg./cu.m. (80 lbs per cu.ft.). The quantities of fine and course aggregates shall be determined either by volume or preferably by weight. The proportion given is based on the assumption that the aggregates are dry. If the aggregates are not, due allowance shall be made for bulking.

Mixing : Concrete shall normally be mixed in a mechanical mixer. Mixing shall be continued until there is a uniform distribution of the materials and the mass is uniform in colour and consistency but in no case shall mixing is permitted by the Engineer-in-charge. It shall be carried out on a water tight platform and care shall be taken to ensure that mixing is continued until the mass is uniform in colour and consistency.

Transporting : Concrete shall be handled from the place of mixing to the place of final deposit as rapidly as practicable by methods which will prevent the segregation or loss of the ingredients before being placed.

During hot or cold weather concrete shall be transported in deep containers. The deep containers on account of their lower ratio of surface area to mass reduce the rate of loss of water, by evaporation during hot weather and loss of heat during cold weather.

PLACING AND COMPACTING GENERAL : The concrete shall be placed and compacted before setting commences and should not be subsequently disturbed. Methods of placing should be such as to preclude segregation.

CONSTRUCTION JOINTS : Concrete shall be carried out continuously up to construction joints the position and arrangements of which shall be pre-determined by designer.

When the work has to be resumed on a surface which has hardened such surface shall be roughened. It shall then be swept clean thoroughly wetted and covered with a 13 mm (or ½") layer of mortar shall be freshly mixed and placed immediately before the placing of the concrete.

Where the concrete has not fully hardened. All laitance shall be removed by scrubbing the wet surface with wire and bristle brushes, care being taken to avoid dislodgment of particles of aggregate. The surface shall be thoroughly wetted and all free water removed. The surface shall then be coated with neat cement grout. The first layer of the concrete to be placed on this surface shall not exceed 15 cm. (or 6") in thickness and shall be well rammed against old work, particular attention being paid to corners and close spots.

COMPACTING AND MECHANICAL VIBRATION : All concrete work shall be compacted by Mechanical Vibrators only. Tamping by Iron rods will not be permitted.

FORM WORK OR CENTERING : All form work shall be steel supported and the use of wooden props (Bally) will not be permitted.

FORM WORK CLADDING : contractor will make use of M.S. plates or plywood sheets as cladding to obtain form finish concrete surface.

WATERTIGHTNESS OF CONCRETE : All concrete slabs, beams and water tanks shall be watertight. Contractor shall be responsible for the water tightness of the concrete structures.

NOTES :

- 1 All concrete and steel conforming to IS 456-2000 and IS 800-1984.
- 2 All precautions for smooth outside finish and dense concrete will be taken in executing the work.
- 3 Strength of concrete is the criteria and not the mixes.
- 4 Minimum cement contains as per IS for consideration of durability.
- 5 All joints are rigid and water proof shuttering to be provided so that no honey combing will be there.
- 6 Disturbance of reinforcement of green concrete should not be permitted so as to avoid cracks in green concrete.
- 7 All steel in reinforcement except 6mm dia. will be Fe 415 (TMT) whereas 6mm dia. will be Fe250.
- 8 Workmanship and steel centering as per best practice specified by IS code.
- 9 No laps are permitted near central section or supports.
- 10 Not more than 50% of steel to have over laps at same sections.
- 11 Removal of formwork for cantilever portion if any to start for free end after concrete has become effective on support.
- 12 Material, size and grading as per best practice.
- 13 Drawing to be read in accordance with architectural drawings in case of discrepancy refers to architect or structural designer.

Contractor



Director
V.N.I.T. Nagpur.

DECLARATION

I here declare that I have made myself thoroughly conversant with the local conditions regarding all materials such as stones, murum, sand etc. and labour on which I have based my rates for this work. The specifications and lead for this work have been carefully studied and understood by me before submitting the tender. I undertake to use only the best materials approved by the Dean(P&F) /Professor Incharge /Engineer-in-charge of the work or his duly authorised representative before starting the work and to abide by his decision.

I hereby undertake to pay the labourers engaged on the work as per Minimum Wages Act, 1948 applicable to the Zone concerned.

Contractors Signature

