



SHRI MATA VAISHNO DEVI INSTITUTE OF MEDICAL EXCELLENCE  
(An Institute established by Shri Mata Vaishno Devi Shrine Board, Katra)  
Kakryal -182320

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**TENDER DOCUMENT**

**For the work**  
**Providing Fixing/Fabrication of Stair case railing**  
**and**  
**chequered Plates to cover cable trench.**

**Important Information**

- |  |  |
|--|--|
| 1. NIT No & Date                               | : No: SMVDIME/09/Civil/141/318-23 dated 12.08.2010                                     |
| 2. Site of work                                | : Shri Mata Vaishno Devi Institute of Medical Excellence, Kakryal (Katra) – Pin 182320 |
| 3. Owners                                      | : Shri Mata Vaishno Devi Shrine Board  |
| 4. Estimated Cost of work                      | : Rs 14.00 Lacs (Approx.)  |
| 5. Earnest Money Deposit                       | : Rs 28,000.00   |
| 6. Class of Contractor                         | : A & above  |
| 7. Time of Completion                          | : Two Months   |
| 8. Date of sale of tender document             | : From 13.08.2010 to 30.08.2010 (During 10 AM to 5 PM except Sunday)                   |
| 9. Last date of submission/ receipt of tenders | : 31 <sup>st</sup> August 2010 upto 2 pm   |
| 10. Cost of tender documents                   | : Rs. 500/-  |
| 11. Date of sale/ issue of tender document     | : _____  |
| 12. Name of contractor/Agency to whom issued   | : _____  |
| 11. Demand Draft particulars                   | : DD No....., Dt....., Amt.....<br>drawee bank & branch.....                           |

**Signature of Issuing Authority**

**COST OF TENDER DOCUMENT**

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Address: - Shri Mata Vaishno Devi Institute of Medical Excellence located in Administrative Block of SMVD University, Kakryal, Katra  
Phone: 01991 – 285524, 285523, 285534 & 285699 (Extn. 2801, 2801 & 2803)





SHRI MATA VAISHNO DEVI INSTITUTE OF MEDICAL EXCELLENCE  
(An Institute established by Shri Mata Vaishno Devi Shrine Board, Katra)  
Kakryal -182320

**NOTICE INVITING TENDER**

For and on behalf of Chairman Shri Mata Vaishno Devi Shrine Board, Sealed Item Rate Tenders are invited on the prescribed format duly affixed with revenue stamps worth Rs 5/- only and accompanied with earnest money deposit in the shape of CDR/FDR of any scheduled bank for the below mentioned amount pledged to the Chief Accounts Officer SMVDIME Kakryal from the reputed Contractors & Firms registered with the Registrar of Companies/CPWD/MES/Railways/ J&K Govt. for the works shown below: -

<b>Name of work</b>	<b>Period of Completion</b>	<b>Earnest Money Deposit</b>	<b>Class of Contractor</b>
Providing Fixing and Fabrication of stair case railing and Chequered plates to cover the Cable Trenches in SMVDIME.	2 Months	Rs. 28,000/-	A & above

The tenders complete in all respect should reach the office of Shri Mata Vaishno Devi Institute of Medical Excellence located at SMVD University Kakryal Katra by or before **31<sup>st</sup> August 2010 upto 2:00 pm and shall be opened on the same day at 3:00pm or any subsequent date convenient to the institute.**

The tender documents containing detailed terms and conditions can be had from the office of Shri Mata Vaishno Devi Institute of Medical Excellence Kakryal (Katra) against payment of **Rs 500.00** (Non- refundable) in the form of demand draft of any scheduled bank payable at Kakryal/Katra on all working days upto **30<sup>th</sup> August 2010 (5:00pm)** or the same can be down loaded from the website [www.maavaishnodevi.org](http://www.maavaishnodevi.org) of SMVD Shrine Board. The cost of tender documents in the shape of Demand Draft drawn in favour of Chief Accounts Officer SMVDIME at J&K Bank Kakryal must accompany the down loaded form.

Tenders complete in all respect must be sent through speed post/registered AD/Reputed courier service or be put in the sealed Tender Box available in SMVDIME Kakryal so as to reach in this office by or before due date and time.

Sd/-  
**Medical Superintendent**

**No:-SMVDIME/10/Civil/142/1318-23**

**Date:- 12-08-2010**

**Copy to the:-**

- 1) Additional Chief Executive Officer, SMVD Shrine Board, Katra
- 2) Chief Accounts Officer SMVDIME, kakryal
- 3) Divisional Manger (Engineering) SMVDIME
- 4) Private Secretary to Principal Secretary to HEG/ CEO SMVD Shrine Board Raj Bhawan Srinagar for information of the worthy Chief Executive Officer.
- 5) Editor-in-chief Daily Excelsior/ Kashmir Times for publication of NIT in the news paper.
- 6) Notice Board.
- 7) Record File.

## **INSTRUCTIONS AND CONDITIONS FOR TENDERERS**

1. Before tendering, the Tenderers, in their own interest, are advised to visit site to acquaint about the condition of site, its surroundings, terrain, climate, availability of labour, power, water, communication facilities etc. The Owner/ SMVDIME shall bear no responsibility for lack of knowledge on their part about the site and other conditions or any information relating thereto. The consequences of the lack of knowledge, as aforesaid, on the part of the Tenderer/s shall be at the risk and cost of concerned tenderer.
2. Before tendering, the Tenderers shall carefully examine the tender documents, conditions of contract, Drawings and other matters referred to therein, the schedules and Bill of quantities and if there be or appears to be any ambiguity or discrepancy in any of these documents or between figured and measured dimensions and other aspects of the Drawings, the tenderer shall immediately refer the matter to the Owner/ SMVDIME for clarification before last date of submission of the tender/s.
3. The Tenderer shall complete the annexed Form of Tender, Schedule/Bill of quantities by quoting the rate against each item under rates column as shown in the bill of quantities, supported with all information and documents called therein, The Tenderer shall sign each page of the Bill of Quantities, schedules, conditions of contract etc appended with tender documents & shall be duly stamped with contractors/Company's seal.
4. The quantities indicated in Bill of Quantities against various items are approximate and are merely general information without undertaking as to the correctness thereof and without any obligation relative thereto upon the owner.
5. The Tender form and the documents attached to it shall not be detached or rearranged and no alteration, mutilation or incertion other than filling in of the required blank spaces shall be made in any of the documents attached with the tender documents.
6. All documents of the tender are to be read in conjunction with each other and the Tenderer will take this into consideration while quoting the rates.
7. The quoted rates shall be entered in ink both in figures and words and in the event of any discrepancy between the two, rates entered in words shall only be considered. Cuttings, over writings must be avoided and if necessitated should be initialed.
8. The validity of tender shall be 90 days from the date of submission of tender; unless otherwise notified.
9. The owner/Medical Superintendent SMVDIME reserves the right to reject, accept or prefer any tender in part or /in full without assigning reasons thereof.
10. The conditional tender/s will not be accepted

11. The Owner/ SMVDIME reserves the right to negotiate the quoted rates, terms and conditions with the lowest tender or any of the other tenderers to ascertain the suitability of the acceptable offer and no claim or objection on this account will be entertained.
12. Those Firms/Contractors/agencies who have executed similar nature works and have experience of not less than 3 years in this line and have completed at least two such works during last two financial years of not less than **Rs. 10.00 lacs** in value will be eligible to participate in the tender process. The tenderer shall have to furnish documentary proof in this behalf from the competent authority not below the rank of Executive Engineer or equivalent rank officer.
13. **Earnest Money Deposit:-**
  - i. The earnest money deposit in the shape of CDR or FDR valid for 18 months from the date of sale of tenders drawn on any scheduled/ nationalized bank pledged in favour of Chief Accounts Officer, SMVDIME, payable at Kakryal/Katra, must accompany the tender failing which the tender will be summarily rejected. The EMD of successful tenderer will be retained and released after finalization of the contract and completion of the defect liability period.
  - ii. The earnest money deposit of unsuccessful Tenderer/s will be released after the Notice/Letter of Award of work is issued in favour of successful Tenderer
14. In case last date for submission of tenders is declared as holiday the last date of submission of tender will be the following working day. The tenders received after the scheduled date and time will not be entertained/ considered.
15. The successful tenderer shall keep liaison with the Owner till finalization of Letter of Award within validity period. No excuse whatsoever will be entertained for not having received the allotment letter /letter of award through post or otherwise.
16. After the Letter of award is communicated to the successful Tenderer, the contract shall be deemed to be complete and binding upon such Tenderer/contractor. The formal written deed of agreement incorporating all the terms and conditions of the contract including those mentioned in NIT Tender documents and letter of award shall be drawn by the successful contractor with SMVDIME within 20 days after the issuance of Letter of Award.
17. The Tenderer/s shall submit the following information, schedules and drawings with the tender:-
  - i. A detailed construction programme in the form of CPM network/Bar Chart showing the Tenderer's proposed sequence of operation indicating the anticipated time for each activity, so as to ensure that all the works as comprised in the tender documents are completed well before the stipulated completion period, alongwith the scheme of resources application and equipment deployment programme.
  - ii. Full details of any special methodology or technique, the Contractor proposes to use to complete the construction within the completion period. The details of

- Testing Procedures and Quality assurance programme shall also be furnished.
- iii. The Tenderer's proposals for supervising the work including the CV's of the various grades of technical supervisory personnel / other technical officers to be deployed.
  - iv. Schedules of labour requirements showing the total estimated labour force, for each month of construction period.
  - v. Proposal for construction of facilities to be erected at the site including workshops, offices and storage areas.
  - vi. List of proposed sub-contractors / associates, if any, alongwith their credentials.
18. The Tenderer/s shall have to indicate the following :
- I. Details of business & technical organization.
  - II. Financial resources.
  - III. Past experience in performing the work of similar nature and magnitude of such completed work.
  - IV. True copy of Income Tax & Sales Tax clearance certificates for the financial year **2008-09** and License under Labour Regulations issued by the Competent Authority in favour of the Contractor.
  - V. Furnish copies of documents duly attested by the Notary with regard to copies of Articles of Association or partnership deed whatever applicable, documents containing the constitution of the consortium/Company or Firm by whom the Tender is submitted so as to show which person/s and in what manner a contract may be entered by the Consortium, Company or Firm and which person/s will be directly responsible for the due performance of the contract and can give valid receipt on behalf of the consortium/company or Firm.
19. The Tender shall be submitted in two bid system i.e in two envelopes as under:-
- (A) Envelop No. 1 (Technical Bid) shall contain the following documents: -**
- I. Earnest Money Deposit i.e CDR/FDR.
  - II. Demand draft towards cost of Tender document if the Tender document is downloaded from the website of SMVD Shrine Board
  - III. Documents in support of experience and value of execution of similar nature work as per tender requirement.
  - IV. Conditions of contract etc as contained in tender document (each page duly signed and stamped).
  - V. Power of attorney, if any.
  - VI. Construction Programme in the shape of CPM Network/Bar Chart prepared by the contractor (duly signed and stamped) and other information as per item No. 17 and 18 above.
  - VII. Income tax clearance certificate for the Financial year 2008-09 & copy of PAN No.
  - VIII. Sales tax clearance certificate for the Financial year 2008-09.

**(B) Envelop No. 2 (Financial bid) shall contain the following documents:-**

- I. The schedule/bill of quantities duly filled in showing the rate against each item. The rates/price bid shall include consideration on account of all tender documents and shall be complete and conclusive.
20. The Technical Bid contained in Envelop No. 1 will be opened on the same day or any other date convenient to the Owner/ SMVDIME in presence of the Tenderers or their authorized representatives who may choose to be present.
21. The Financial Bid of only those Tenderers, who qualify as per the eligibility criteria on the basis of documents submitted in the Technical Bid shall be opened on a date which shall be communicated separately to the qualified Tenderers. The Financial Bid of the Tenderers who could not qualify will neither be opened nor considered.
22. The Owner/ SMVDIME will not pay for any expenses which may be incurred by the Tenderer/s in connection with site visits, examination of the site etc and efforts put in for the preparation of tender for submission.

**Sd/-  
Medical Superintendent**

**FORM OF TENDER**

To

**The Medical Superintendent,  
SMVD Institute of Medical Excellence  
Kakryal (Katra)  
District Reasi (J&K)- 182320**

**Sub: Tender for the work “Providing Fixing and Fabrication of Stair case railing and Chequered Plates to cover cable trench” in SMVDIME.**

Sir,

1. Having visited the site and examined the Notice Inviting Tender and the complete Tender Documents including the Drawings, Conditions of Contract, Schedules & Bill of Quantities, appendix to Form of Tender for the construction of the above named works, we offer to construct, complete and maintain the whole of the said works in conformity with the said Tender Document for the sum stated in Bill of Quantities of this Tender document or such other sum as may be ascertained in accordance with the said conditions annexed herewith.
2. We undertake to commence, complete and deliver the whole of the works comprised in the contract within stipulated Time reckoning the date of commencement on the 15<sup>th</sup> day of the issue of acceptance of our Tender.
3. We have independently considered the liquidated damages mentioned in the Tender Documents and agree to the same that it represents a fair estimate of the loss likely to be suffered by you in the event of the works not being completed in time.
4. A sum of Rs. \_\_\_\_\_ Lacs ( Rupees \_\_\_\_\_  
\_\_\_\_\_ lacs only ) has been deposited as Earnest Money Deposit in the shape of a Call Deposit Receipt / FDR bearing No. \_\_\_\_\_ dated \_\_\_\_\_ and pledged in favour of Chief Accounts Officer, SMVD Institute of Medical Excellence, Kakryal in conformity to the relevant article of the Notice Inviting Tender is enclosed with Tender.
5. We further agree that our tender offer shall remain valid for a period of 360 days or such extended time, as you may decide and our tender may be accepted before the expiry of that period. During this period, we shall remain fully bound by our tender offer.
6. I/We expressly agree that, unless and until a formal written deed of agreement is prepared and executed, this Tender together with your written Acceptance thereof shall constitute a binding of contract between us and nothing shall prevent you from enforcing the contract upon us.



7. We understand that you are not bound to accept the lowest or any tender you may receive, or in case the response to NIT is considered to be not reasonably competitive by you, you are fully at liberty to invite more Tenderers for submitting their offers, before opening of our financial bid to which I/We shall have no objection.
8. We also enclose herewith all the Tender Documents duly signed by us in acceptance of the Terms and Conditions, Drawings, Details, Schedules and Bill of Quantities with our offered rates filled in for various items of the works in support of our offer.
9. I / We also furnish herewith appendix to form of Tender duly signed by us in acceptance of what is set out therein.
10. I/We also undertake that I/We our firm/company has not been blacklisted by any organization.

**Signature of Contractor/ Authorized Representative**

**Name :** \_\_\_\_\_

**Address** \_\_\_\_\_

**Particulars of Contractor/**

**Agency on whose behalf signed:**

**Tele. No.** \_\_\_\_\_

**Mobile No.** \_\_\_\_\_

**Fax No.** \_\_\_\_\_

**Schedule/ Bill of Quantities**  
**for the work**  
**Providing Fixing and Fabrication of Stair case railing**  
**and Chequered Plates to cover cable trench in SMVDIME**

<b>Item No.</b>	<b>Description of Item</b>	<b>Unit</b>	<b>Qty</b>	<b>Rate to be quoted per unit</b>	<b>Total Cost</b>
1	<b>a) Chequered plate work</b> Hot Pressed SMC moulded (sheet mouldede Compound) chequered plates of reqd. size, 5 mm Thick, 100% corrosion resistance and weather resistance, electrically insulator which can withstand di-electric strength as high as 12 kn/mm, shock proof having high thermal insulation properties of standard colour as approved by Engineer-in-charge of Make Loha Ispat Ltd./Future International /BINANI/ SAILS/DEVI including fabrication and fixing at site complete.	Sqmt	150 M <sup>2</sup>		
2	Steel work welded in built up sections/ framed work including incutting cutting, hoisting, fixing in portion and applying an priming coat of approved steel primer using structural steel etc. as required in gratings, frames, guard bar, ladder, railing, brackets grates and similar work (item No. 10.25.2 of DSR of 50x50x6 mm angle.	Kgs	450 Kgs		
<b>Sub Total (a)</b>					
1	<b>b) Stair Case Railing Work</b> Providing, fabricating and fixing in position stair case railing as per design. Blurters of 40mmx12mm MS flat, 900mm high, fixed on alternate tread with Hilty bolts of 12mm nominal dia bolts embedded in treads with hilti chemical fastner 2 Nos. for each Blauster, 12mm dia MS rods 4 Nos. passing through Blausters, hand rail of 60mm dia MS tubes. The hilty bolts and fastner shall be covered with chrome plated cover of regd. Size and approved shape, hand rail fabricated finished with steel primer and two coats of steel paint of regd. Colour and shade (to be approved by consultants and SMVDIME) finished complete. (Finished slant length offhand railing shall be measured and paid for).	Rmt	550		
<b>Sub Total (b)</b>					
<b>Grand Total (a+b)</b>					

**Signature of the Contractor/ Quoter**

**APPENDIX TO FORM OF TENDER**  
(Schedule of Physical Aspects)

1.	Earnest Money Deposit	<b>Rs. 28,000 (Rupees Twenty eight thousand only)</b> in the shape of CDR or FDR valid for 18 months drawn on any scheduled Bank pledged in favour of Chief Accounts Officer, SMVDIME Kakryal, Katra.
2.	Insurance	Workman compensation, third party insurance, CAR Policy against all losses/ damages during the period of contract till end of defect liability period shall be liability of the contractor.
3.	Performance Bond	Bank Guarantee for a sum equal to 5% of the Contract sum to be furnished within 20 days from the date of issue of letter of award / allotment. The Bank Guarantee for performance bond shall be valid till the end of the defect liability period.
4.	Retention Money from interim/Running Account Bills towards Security Deposit	10 % (Ten percent) of the amount of each running account bill shall be deducted subject to maximum of 5% of contract sum and retained as security deposit.
5.	Limit of Security Deposit	Security deposit by way of Retention Money up to maximum of 5% of contract sum shall be deducted from the bills.
6.	Release of Security Deposit	50% of the Security Deposit shall be released on completion of work after affecting Recoveries / out-outstanding, if any and remaining 50% on successful completion of defect liability period.
7.	Mobilization Advance	No advance shall be paid.
8.	Escalation	The rates shall remain firm during entire validity period of contract offer and no escalation in rates on any account eventually foreseen or unforeseen shall be paid.
9.	Submission of Running account Bills	15 days after the end of period of Commencement
10.	Minimum amount of work for Running Account Bills	Not less than <b>Rs. 5.00 lacs Rupees Five lacs only)</b>
11.	Payments against Running Account Bills	Within 10 (ten) days from the date of receipt of complete bill daily verified and recommended by the Engineering Wing of SMVDIME
12.	Submission of Final Bill	Within 30 (thirty) days from the date of completion and handing over of the completed work.
13.	Period of final payment	Within 60 (sixty) days after receipt of final bill.
14.	Deduction/ recovery of Income	At prevailing rates as per relevant rules shall be

	Tax/ Sales Tax and other applicable taxes.	made for each bill.
15.	Minimum Wages of Labour	As applicable under the rules of Local Administration
16.	Period of commencement	15 (fifteen) days from the date of issuance of letter or Acceptance / Award or the date of handing over of site whichever is later.
17.	Time of completion	<b>60 days</b> from the date of commencement inclusive of monsoon months.
18.	Liquidated Damages for delay	1% (one percent) per week subject to Maximum of 5% of contract sum.
19.	Limit of liquidated damages	5% (five percent) of Gross Contract sum / value
20.	Defects Liability/Maintenance	One year from the date of completion of work as certified by owners representative
21.	Quantities	Estimated Quantities as shown in BOQ
22.	Schedule of Rates	Shall include cost on account of all materials, labour, tools, equipment, consumables, scaffolding, platform, safety devices, all carriages (whether mechanical or head load), etc required for completion of work. The rates shall be inclusive of all taxes duties etc withholding of statutory taxes shall be made by deduction from bills at the rates applicable from time to time.
23.	Space for labour Hutment	It shall be provided by the client if required. Contractor will have to make his own arrangements for construction of hutment, toilets, stores etc.
24.	Security of works/material etc	Same shall be in scope of Contractor

**Signature of Contractor/ Authorized Representative**

**Name :** \_\_\_\_\_

**Address** \_\_\_\_\_

**Particulars of Contractor/**

**Agency on whose behalf signed:**

**Tele. No.** \_\_\_\_\_

**Mobile No.** \_\_\_\_\_

**Fax No.** \_\_\_\_\_

## FORM OF AGREEMENT

**(On Stamp paper of Rs. 100/-)**

ARTICLE OF AGREEMENT made at \_\_\_\_\_ on this \_\_\_\_\_ day of Two thousand ten between Shri Mata Vaishno Devi Shrine Board Katra Jammu through The Medical Superintendent, Shri Mata Vaishno Devi Institute of Medical Excellence, Kakryal Katra herein- after called “Owner” (which expression shall include its successors and assigns wherever the contract meaning shall so require or permit) of the one part and M/S \_\_\_\_\_ ) hereinafter called the “Contractor” of the other part.

WHEREAS the Owner is desirous of having provided and getting executed, completed and maintained certain works as mentioned, enumerated or referred to in the Documents forming part of the “TENDER” and acceptance, copies of all of which here to annexed are designed to form part of this contract and are included in term “CONTRACT” wherever herein used.

AND WHEREAS the Owner accepted the tender of the Contractor for the provisions of execution, completion and maintenance of work under defect liability period of the said work.

AND WHEREAS the contractor has agreed with the Owner to execute, complete and maintain during the defect liability period subject to the conditions and instructions set forth herein (hereinafter referred to as “the said conditions”) the works, shown upon the documents forming part of the contract as stated hereinafter, on the item rate basis and as set forth, amounting to the contract sum of Rs. \_\_\_\_\_ ( Rupees \_\_\_\_\_ ), hereinafter referred to as “the said contract amount/Price/Sum.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this agreement, words and expressions shall have the same meaning as are respectively assigned to them in the documents hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this agreement: -
  - a. The said tender and Appendix.
  - b. Form of tender
  - c. Conditions of contract.
  - d. Specifications.
  - e. The Schedules.
  - f. The Drawings
  - g. The letter of Acceptance
  - h. Other additional as required.
  - i. Bill of Quantities.
  - j. Letter of Acceptance.

3. In consideration of the payment to be made by the Owner to the contractor for the work to be executed by him, the contractor does here by agree with the Owner to provide, execute and complete the said work on or before the date mentioned in the time schedule of completion of work attached to the tender documents strictly as per the contract agreement and shall maintain the same at his own cost during the defects liability period, thereafter perform all such aspects and things in the contract mentioned or described or which are to be implied there for or may be reasonable necessary for the completion of the said works and at the time and the manner subject to the terms and conditions or stipulations mentioned in the contract.
4. In consideration of the due provisions, execution and completion of the said works the Owner does hereby agree with the contractor that the Owner will pay to the contractor the respective amount for the work actually done by him and such other sums as may become payment to be made at any such time and in such manner as provided for in the agreement.
5. All disputes arising out of or any way connected with this agreement shall be deemed to have arisen in Reasi and only the courts in Reasi shall have jurisdiction to determine the same.
6. The several parts of this contract have been read by / to us and fully understood by us.
7. IN WITNESS WHEREOF, the parties have caused their respective common seals to be here unto affixed (or have here unto set their respective hands and seals) the day and the year first above written, SIGNED SEALED AND DELIVERED BY THE

**NAME** \_\_\_\_\_  
**ON BEHALF OF THE CONTRACTOR**  
**SEAL**

**ADDRESS**

**In Presence of**

**NAME**  
**ADDRESS**

**NAME** \_\_\_\_\_  
**ON BEHALF OF THE OWNER. SEAL**

**ADDRESS**

**NAME**  
**ADDRESS**

## CONDITIONS OF CONTRACT

### **1. Definitions & Interpretations**

In the contract (as herein under defined) unless, it is otherwise repugnant to the text, the definition of the following words and expressions shall have the meaning hereunder assigned except otherwise specified: -

- i) “Site” means the lands and other places on, under, in, or through which the works are to be executed or carried out and any other lands or places provided by the Owner for the purpose of the works together with such other places as may be specifically designated in the contract as forming part of the site.
- ii) The expression “work” or “works” shall unless there be something either in the subject or context repugnant to such construction be construed and taken to mean the works to be executed in accordance with the contract or parts thereof as the case may be and shall include all additional, altered or substituted works as required for the performance of the contract.
- iii) “Drawings” means the drawings referred to in the documents and any modification of such drawings approved in writing by the Owner and such other drawings as may from time to time be furnished or approved in writing by the Owner / Consultant.
- iv) “Bill of Quantities” means the schedule of quantities or items, materials & rates, summaries, etc. as finally accepted.
- v) “Specification” means the specifications including Indian or British or other approved standard specification where so required.
- vi) “Contract” means this agreement and all documents which form part thereof and / or annexed thereto and all amendments thereto made in accordance with the provisions hereof based on Notice Inviting Tenders, the sealed Quotations and the Tender documents including the Tender, General conditions of the contract, specifications, designs & drawings, priced schedule & priced Bill of quantities and schedule of rates and acceptance thereof, read in conjunction and complementary to one and other.
- vii) “Contract Price” or “Contract Value” or “Contract Sum” means the sum set out hereto as the total value of the contract and shall be subject to additions and / or deductions and rebated in accordance with the provision herein contained.
- viii) “Owner” means Shri Mata Vaishno Devi Shrine Board, Katra Jammu (J&K) through The Medical Superintendent, SMVD Institute of Medical Excellence and Includes the Owner’s representatives, successors, and assigns.

- ix) “Engineer” means Engineer Incharge or his authorized supervisor and representatives or such other firm / persons, as shall be nominated by the Owner.
- ix) “Contractor” means who is awarded contract to perform the work in accordance with the contract and includes the contractor’s personnel, representatives, successors and permitted assigns.
- x) “Permanent Works” shall mean the works which are of a permanent nature and are not Temporary works.
- xi) “Temporary works,” means all temporary works of every kind required in or about the execution, completion or maintenance of the works.
- xii) “Materials” means the materials, apparatus, equipment, fittings, fixtures and other things for incorporation in the works.
- xiv) “Period of Maintenance/Defect Liability Period” shall mean the period of 360 (one-year) days calculated from the date of completion and handing over of the work as communicated by Owner.
- xv) “Market Rate” means the rate as decided by the Owner, on the basis of cost of materials inclusive of any taxes, duty, octroi or such statutes in force at the time of work and cost of labour at site where the work is to be executed plus the percentage to cover all overheads and profit.
- xvi) “Approved” means approved in writing; “approval” means approval in writing.
- xvii) “Month” means calendar month
  
- xviii) “Week” means seven consecutive calendar days.
- xix) “Day” means a calendar day beginning and ending at midnight

## **2. Extent of Contract**

The contract comprises the construction, completion and maintenance of the works and except in so far as the contract otherwise provides, the provision of all labour, materials, constructional plant, temporary works and everything whether of a temporary or permanent nature required in and for such construction, completion and maintenance so far as the necessity for providing the same is specified in or reasonably to be inferred from the contract.

## **3. Letter of Intent/Acceptance/Award**

Before signing of the contract, the Owner may issue by registered post or by otherwise, depositing at the registered office of the contractor, letter of Intent/Acceptance to enter into a contract with the contractor for the execution of the works in accordance with the contract. Upon issue of such Letter of Acceptance/Intent by the Owner, the Owner shall be deemed to have signified his intention to award the contract, however, the process shall be deemed to be complete only when the contract has been entered into by the Owner and the Contractor. However, until a formal contract agreement is prepared and executed, the



tender together with the Owner's letter of intent shall constitute a binding contract between the parties.

## **1. Contract Agreement**

- 4.1 Within 20 days after the issue of letter of acceptance, the contractor shall have to enter into a written deed of agreement incorporating all the terms and conditions as embodied in the Tender Documents or modified subsequently in writing and those contained in the letter of acceptance, with the Owner.
- 4.2 The following documents shall be deemed to form and be read and construed as part of the Contract Agreement:
- a) The said Tender and Appendix.
  - b) Form of Tender
  - c) Conditions of contract.
  - d) Letter of acceptance.
  - e) Contract price.
  - f) Priced Bill of Quantities as accepted.
  - g) Specifications.
  - h) Drawings.
  - i) Other additional documents as exchanged in correspondence on the subject

## **2. Language (s)**

The language in which the contract documents shall be drawn up shall be English.

## **6. Documents Mutually Explanatory**

Except if and to the extent otherwise provided by the contract, the provisions of the conditions of contract shall prevail over those of any other document forming part of the contract. Subject to the foregoing, the several documents forming the contract are to be taken as mutually explanatory of one another but in case of ambiguities or discrepancies, the same shall be explained and adjusted by the Engineer who shall thereupon issue to the contractor instructions directing in what manner the work is to be carried out.

## **7. Contractor's General Responsibilities**

- 7.1 The contractor shall, subject to the provisions of the contract, and with due care and diligence, execute, complete and maintain the works and provide all labour incl. Supervision materials, constructional plant and all other things, whether of a temporary or permanent nature, required in and for such execution, completion and maintenance so far as the necessity for providing the same, excluding those to be provided by the Owner is specified in, or is reasonably to be inferred from the contractor.
- 7.2 The contractor shall carry out and complete and maintain the works in accordance with good engineering practices and using materials and workmanship of the quality and standards therein specified provided that where and to the extent that approval of the quality of materials or of the standards of

workmanship is a matter of option, such quality and standards shall be to the satisfaction of the Owner / Consultant / Engineer / Engineer's Representative.

## **8. Contractor's Superintendence**

### **8.1**

The Contractor shall give and/or provide all necessary superintendence during the execution of the works and as long thereafter as the Owner may consider necessary for the proper fulfillment of the Contractor's obligations under the Contract. The Contractor or his competent and authorized technical agent or representative and all other technical staff approved of in writing by the Owner (which approval may at any time be withdrawn) are to be constantly on the works and shall give whole time to the superintendence of the same. Such representatives shall be adequately qualified and have the required experience in similar works. If such approval shall be withdrawn by the Owner, the contractor shall as soon as is practicable (having regard to the requirement of replacing him as hereinafter mentioned) after receiving written notice of such withdrawal remove the agent from the site and shall not thereafter employ him again on the site in any capacity and shall replace him by another agent approved by the Owner. Such authorized agent or representative shall receive on behalf of the contractor, directions and instructions from the Owner/Consultant/Engineer or (subject to the limitations contained in the contract) the Engineer's Representative.

### **8.2.**

Contractor's senior representative for execution and co ordination of works.

The contractor shall have on site, at all times during working hours throughout the course of the contract, at least one competent senior representative who shall be empowered to make decisions bindings on the contractor in respect of all matters likely to arise in connection with the execution and coordination of the works at site and shall keep the Engineer and the Owner informed at all times about the name and designation of such representative. Only Contractor's senior representative shall have the power to take joint measurements and sign the measurement books / bills

### **8.3 Removal of contractor's employees**

The Owner / Engineer shall be at liberty to object to and require the contractor to remove forthwith from the works any person employed by the contractor in or about the execution or maintenance of the works who in the opinion of the Engineer misconducts himself or is incompetent or negligent in the proper performance of his duties or whose employment is otherwise considered by the Engineer to be undesirable and such person shall not be again employed upon the works without the written permission of the Owner/Engineer. Any person so removed from the works shall be replaced as soon as possible by a competent substitute approved by the Engineer.

### **8.4 Unauthorized Persons**

No unauthorized persons are to be allowed on the site. The contractor shall instruct all such persons to keep out and shall take steps to prevent trespass.

### **8.5 Safety of Site Operations**

The contractor shall take full responsibility for the safety, stability and adequacy of all site operations and methods of construction including all temporary works, provided that the contractor shall not be responsible, except as may be expressly provided in the contract, for the design of the permanent works.

#### **9. Assignment**

The contractor shall not assign the contract or any part thereof or any benefit or interest therein or there under without the prior written consent of the Owner / Engineer.

#### **10. Sub-Letting**

Except where otherwise expressly provided in this contract, the contractor shall not sub-let the whole or any part of the works without the prior written consent of the Owner/Engineer and such consent, if given, shall not relieve the contractor from any liability or obligation under the contract and he shall be responsible for the acts, defaults and neglect of any sub-contractor, his agents, servants or workmen as fully as if they were the acts, defaults or neglects of the contractor or his agents, servants or workmen. Provided always that the provision of labour on a piecework basis shall not be deemed to be sub-letting under this clause.

#### **11. Absence of Specification**

If the specifications do not contain particulars of materials and works which are obviously necessary for the proper completion of the works, and the intention to include, which is inferred, all such materials and works shall be supplied and executed based on I.S. Code / CPWD specifications by the contractor without extra charge. If the contractor requires additional information, he shall, so request in writing, well in advance to commencement of the particular work, to the Owner/Consultant who will issue such detailed information as necessary within a reasonable time.

#### **12. Work to be to the satisfaction of Owner / Consultant / Engineer**

##### **12.1**

The contractor shall execute, complete and maintain the works in strict accordance with the contract to the satisfaction of the Owner/Consultant/Engineer and shall comply to the Engineer's instructions and directions on any matter (whether mentioned in the contract or not) touching or concerning the works. The contractor shall take instructions and directions only from the Engineer or from the Engineer's Representative.

##### **12.2**

The contractor shall forthwith comply with all instructions issued to him by the Engineer/Engineer's Representative in regard to any matter in respect of which the Engineer/Engineer's Representative is expressly empowered by these conditions to issue instructions. If within seven days after receipt of a written notice from the Engineer/Engineer's Representative requiring compliance with an instruction the contractor does not comply therewith, then the Owner may employ and pay other persons to execute any work whatsoever which may be necessary to give effect to such instruction and all cost, incurred in connection with such action, shall be recoverable from the contractor by the Owner as a debt or may be deducted by him from any amount due or to become

due to the contractor under this contract and carrying out such works by other persons/agencies shall not relieve the contractor from fulfilling his obligations under the contract.

### **13. Remedy for Bad Work**

If it shall appear to the Owner or his representative in charge of the work, that any work has been executed with unsound, imperfect or unskillful workmanship or with materials of any inferior description, or that any materials or articles provided by him for the execution of work are unsound or of a quality inferior to that contracted for, or otherwise not in accordance with the contract, the contractor shall on demand in writing from the Engineer specifying the work, materials or articles complained notwithstanding that the same may have been inadvertently passed, certified and paid for, forthwith rectify and remove and reconstruct the work, so specified in whole or in part as the case may require, at his own risk and cost and in the event of his failure, the Engineer may rectify or remove and re-execute part or whole of the work with new materials after dismantling the rejected works at the risk and cost in all respects of the contractor.

### **14. Setting Out**

The contractor shall be responsible for the true and proper setting out of the works in relation to original points, lines and levels of reference given by the Engineer and mentioned in the drawings and for the correctness (subject as above mentioned) of the position, levels, dimensions and alignment of all parts of the works and for the provision of all necessary instruments, appliances and labour in connection therewith. The checking of any setting out or of any line or level by the Engineer or the Engineer's representative shall not in any way relieve the contractor of his responsibility for the correctness thereof and the contractor shall carefully protect and preserve all bench-marks, sight-rails, pegs and other things and references used in setting out the works.

### **15. Watch & Ward & Lighting**

The contractor shall in connection with the works provide and maintain at his own cost adequate lights, guards, fencing, warning signs and watch & ward staff when and where necessary or required by the Engineer or Engineer's representative or by duly constituted authority for the protection of the works or for the safety and convenience of the public or others.

### **16. Care & Protection of Works**

From the commencement to the certified completion of the whole of works, the contractor shall take full responsibility for the care thereof and of all Temporary works and in case any damage, loss or injury shall happen to the works or to any part thereof or to any Temporary works from any cause whatsoever (save and except the excepted risks as defined in conditions of the contract) the contractor shall at his own cost repair and make good the same so that at completion, the works shall be in good order and condition and in conformity to every respect with the requirements of the contract and the Owner/Engineer's instructions. In the event of any such damage, loss or injury happens from any of the excepted risks, the contractor shall, if and to the extent required by the Engineer, repair and make good the same as aforesaid at the cost of the Contractor.

The contractor shall also be liable for any damage to the works occasioned by him including his sub -contractors in the course of any operations carried out by him for the purpose of completing any outstanding work and complying with his obligations. The contractor shall indemnify the Owner from all risks on this account.

**17. Compliance with statutes, regulations, etc.**

The contractor shall conform to, in all respects, with the provisions of any such statute, ordinance or law as aforesaid and the regulation or Bye-Laws of any local or other duly constituted authority prevailing, which may be applicable to the works or to any Temporary works and with such rules and regulations of public bodies and companies as aforesaid and shall keep the Owner indemnified against all penalties and liability of every kind for breach of any such statute, ordinance or law, regulation or bye-law. Provided always that the Owner will repay or allow to the contractor all such sums as the Engineer shall certify to have been properly payable and paid by the contractor in respect of such fees, after due verification of the documents.

**18. Fossils, etc.**

All fossils, coins, articles of value or antiquity and structures and other remains or things of geological or archaeological interest discovered on the site of the works shall be deemed to be the absolute property of the Owner and the contractor shall take reasonable precautions to prevent his workmen or any other persons from removing or damaging any such article or thing and shall immediately upon discovery thereof and before removal acquaint the Owner/Engineer's representative of such discovery and carry out at the expense of the Owner and the instructions of Engineer's representative's to the disposal, or otherwise, of the same.

**19. Patents Rights & Royalties**

The contractor shall save harmless and indemnify the Owner from and against all claims and proceedings for or on account of infringement of any patent rights, design trade mark or name or other protected rights in respect of any constructional Plant, Machine work or material used for or in connection with the works or Temporary works or any of them and from against all claims, demand, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto. The contractor shall pay all tonnage and other royalties, rent and other payments or compensation (if any) for getting stones, sand gravel, clay or other materials required for the works or Temporary works or any of them.

**20. Interference with Traffic and adjoining properties**

All operations necessary for the execution of the works and for the construction of any Temporary works shall so far as in compliance with the requirements of the contract permits, be carried on so as not to interfere unnecessarily or improperly,

with the public convenience or the access to use and occupation of public or footpaths or to or of properties whether in the possession of the Owner or of any other person and the contractor shall save harmless and indemnify the Owner in respect of all claims, demands, proceedings, damages, costs, charges and

expense whatsoever arising out of or in relation to any such matters in so far as the contractor is responsible therefor.

## **21. Opportunities for other contractor/agencies**

The contractor shall, in accordance with the requirements of the Engineer, afford all reasonable opportunities for carrying out their work to any other contractor or agencies employed by the Owner and their workmen and to the workmen of the Owner and of any other duly constituted authority who may be employed in the execution on or near the site of any work not included in the contract or of any contract which the Owner may enter into in connection with or ancillary to the works. For any dispute in the matter, the same should be referred to Owner/Engineer and decision given by them will be binding.

## **22. Supply of Plant, Materials & Labour at site of work**

The contractor shall at his own expense supply and provide all the constructional plant, tools & equipment, temporary works, materials both for temporary and for permanent works, labour (skilled & unskilled and including the supervision thereof), transport to or from the site and in and about the works and other things of every kind required for the construction, completion and maintenance of works. The makes and brands of various construction materials are specified in the list of approved makes.

## **23. Site Clearance**

### **23.1 Contractor to keep site clear**

During the progress of the works, the contractor shall keep the site reasonably free from all unnecessary obstruction and shall store or dispose of any constructional plant and surplus materials and clear away and remove from the site any wreckage, rubbish or temporary works which are no longer required.

### **23.2 Clearance of Site on completion**

On the completion of the works, the contractor shall clear away and remove from the site all constructional plant, surplus materials, rubbish and temporary works of every kind and leave the whole of the site and works clean and in a workmanlike condition to the full satisfaction of the Owner not later than one month from the virtual completion of the works.

## **24. Engagement of labour and labour Regulations**

i) The contractor shall employ labour in sufficient numbers either directly or through sub-contractors to maintain the required rate of progress and of quality to ensure workmanship of the degree specified in the contract and to the satisfaction of the Owner/Engineer.

ii) The contractor shall not employ, in connection with the works, any person who is a minor as laid down in the prevalent laws.

iii) The contractor shall pay to the labour, employed by him either directly or through sub-contractors, wages not less than fair wages as defined in the Labour Laws / Labour Regulations.

iv) The contractor shall, in respect of labour employed by him either directly or through sub-contractors, comply with or cause to be completed with the contractor's labour Regulations in regard to all matters provided therein.

v) The contractor shall comply with the provision of the latest payment of wages act, Minimum wages Act, Owner's Liability Act, workmen's

compensation Act, Industrial Disputes Act, and the Maternity Benefit Act, the contract labour (Regulation and Abolition) Act, or any modifications thereof or any other law relating thereto and rules made there under from time to time.

vi) The contractor shall indemnify Owner against any payments to be made under and for the observance of the Regulations aforesaid, without prejudice to his right to claim indemnity from his sub-contractors.

vii) The decision of the Owner in matters relating to the reports from the Inspecting Officers shall be final and binding and deductions for recovery of any liquidated damages in this respect may be made from any amount payable to the contractor.

viii) Observance by Sub-Contractors

The contractor shall be responsible for the observance by sub-contractors employed by him in the execution of this contract, of the provisions hereof and applicable laws, rules and regulations.

## **25. Quality of Materials & Workmanship**

All materials and workmanship shall be the best of the respective kinds described in the contract and in accordance with the Owner/Engineer's instructions and shall be subjected from time to time to such tests as the Owner/Engineer may direct at the place of manufacture or fabrication or on the site or at all or any of such places. The contractor shall upon the instructions of the Engineer/Engineer's Representative furnish him with documentation to prove that the materials & goods comply with the requirements of contract and for requirement stated above. The Engineer may issue instructions in regard to removal of material from site or any work, if these are not in accordance with the contract. The contractor shall provide such assistance instruments, machinery, labour and materials as are normally required for examining, measuring and testing and work and the quality, weight or quantity of any materials before incorporation in the works for testing as may be selected and required by the Engineer/Engineer's representative. All materials brought to site for use on work shall conform to relevant Indian Standard Code published by Bureau of Indian Standards.

## **26. Examination of work before covering up.**

26.1 No work shall be covered up or put out of view without the approval of the Engineer or the Engineer's Representative and the contractor shall afford full opportunity for the Engineer or the Engineer's Representative to examine and measure any work which is about to be covered up or put out of view and to examine foundations before permanent work is placed thereon. The contractor shall give due notice to the Engineer's Representative whenever any such work or foundations is or are ready or about to be ready for examination and the Engineer's Representative shall without unreasonable delay, unless he considers it unnecessary and advises the contractor accordingly, attend for the purpose of examining and measuring such work.

## **27. Commencement of Works**

The contractor shall commence the works on site within a period of 15 days after the receipt by him of an order in writing to this effect from the Owner or the Engineer or the date of handing over the site whichever is later and shall

proceed with the same with due expedition and without delay except as may be expressly sanctioned or ordered by the Engineer or be wholly beyond the contractor's control.

## **28. Possession of Site for Construction**

### **28.1 Purpose**

The Owner will with the Engineer's written order to commence the works, give to the contractor possession of so much of the site as may be required to enable the contractor to commence and proceed with the construction programme and otherwise in accordance with such reasonable proposals of the contractor as he shall by notice in writing to the Engineer make and will from time to time as the work proceed give to the contractor possession of such further portions of the site as may be required to enable the contractor to proceed with the construction of the works with due dispatch in accordance with the said programme or proposals (as the case may be).

### **28.2 Power, Water & Other Facilities.**

The contractor shall be responsible for providing within the scope of work all facilities necessary for the performance of the work including (but not limited to) water, electrical power, electrical power through generator, transportation, labour tools, construction equipment and machinery, access and right (s) of way to or about the job site(s). However, the owner may assist in getting the power connection, but cost of power consumed shall be paid by contractor.

## **29. Final Certificates & Termination of responsibilities**

### **29.1 Final Completion Certificate**

On successful completion of entire works covered by the contract to the full satisfaction of Owner/Engineer, the contractor shall ensure that the following works have been completed to the satisfaction of Engineer: (a) clear the site of all scaffolding, wiring, pipes, surplus materials, contractor's labour, equipment and machinery

(b) demolish, dismantle and remove all contractor's site offices and quarters and other temporary works, structures and constructions and other items and things whatsoever brought upon or erected at the site or any land allotted to contractor by the Owner and not incorporated in the permanent works

(c) remove all rubbish, debris etc. from the site and the land allotted to contractor and shall clear, level and dress, compact the site as required and said land to the satisfaction of the Engineer (d) shall put the Owner in undisputed custody and possession of the site and all land allotted by the Owner to the contractor, (e) all defects/imperfections have been attended & rectified to full satisfaction of the Engineer during the Defect Liability Period.

Unless the contractor shall have fulfilled the provisions of the clause, the works shall not be deemed to have been completed. Upon the satisfactory fulfillment by contractor as stated above, the contractor shall be entitled to apply to the Engineer for a final completion certificate in respect of the entire work.

This issuance of a completion certificate shall be without prejudice to the Owner's rights and



contractor's liabilities under the contract, including the contractor's liability for the Defect Liability Period nor shall the issuance of a completion certificate in respect of the works or work at any site be construed as a waiver of any right or claim of the Owner against the contractor in respect of work or the works at the site and in respect of which the final completion certificate has been issued.

### **29.2 Defect Liability/Maintenance Completion Certificate**

The contract shall not be considered as completed until a Maintenance Completion Certificate shall have been signed by the Engineer and delivered to the Owner with a copy to the contractor stating that the works have been completed and maintained during the Defect Liability Period by the contractor to his full satisfaction. The Maintenance Completion Certificate shall be given by the Engineer within twenty eight days after the expiration of the Maintenance/Defect-Liability-Period.

### **29.3 Cessation of Owner's Liability**

The Owner shall not be liable to the contractor for any matter or thing arising out of or in connection with the contract or the execution of the works unless the contractor shall have made a claim in writing in respect thereof before the issuance of the Defect Liability/Maintenance Completion Certificate under this clause.

## **30. Defect-Liability/Maintenance Period**

**30.1** The contractor shall maintain the whole of permanent works in a thoroughly sound, substantial efficient and perfect condition during the Defects-Liability Period of 360 days, after the date of completion of the whole or part of works, as certified by the Engineer, remedying at his own cost and to the satisfaction of the Engineer, any defects (excepting fair wear & tear, cleaning, normal day to day maintenance during the use of the building after being occupied) which may become apparent, prior to or during this Defects-Liability period, arising out of defective materials and/or workmanship or default, neglect or omission of the contractor notwithstanding, that the Owner has used portions of the works before the whole of the works were completed, during the Defect Liability Period. All tools plant, machinery, materials, superintendence, labour and other devices of all kinds necessary for such maintenance of the works during Defect Liability Period are to be supplied by and at the expense of the contractor.

The whole cost of rectification of defects, replacement of defective work or part thereof to the satisfaction of the Engineer, shall be at the expense of the contractor.

### **30.2 Remedy on contractor's failure to remove defective work**

If the contractor shall fail to carry out any such work as aforesaid required by the Engineer, Owner shall be entitled to carryout such work by his own workmen or by other contractors and if such work which in the opinion of the Owner, the Contractor was liable to do at his own expense under the contract, then all expenses consequent thereon or incidental thereto shall be recoverable from the contractor by the Owner and shall be

deducted by the Owner from any monies due or that becomes due to the contractor.

## **31 Variations**

### **31.1**

If the Owner/Engineer may make any variation in quality or quantity of the works or any part thereof that may in their opinion be necessary, then the Engineer / Owner shall have power to order the contractor to carry out the same and in any of the following:

- (a) Increase or decrease the quantity of any work included in the contract
- (b) Omit any such work
- (c) Change the character or quality or kind of any such work
- (d) Change the levels lines position and dimensions of any part of the works and
- (e) Execute additional work of any kind necessary for the completion of the works.

And no such variation shall in any way vitiate or invalidate the contract but the value (if any) of all such approved variations shall be taken into account in ascertaining the amount of the contract price.

### **31.2 Valuation of Variations**

The Engineer shall determine the amount if any which in his opinion shall be added to or deducted from the contract Price, in respect of any extra or additional work done or work omitted or work substituted by his order. All such work shall be valued at the rates set out in the contract or derived from a relevant and/or similar item of the contract if in the opinion of the Engineer the same shall be applicable. If the contract shall not contain any rates applicable to the extra or additional/substituted work then suitable prices shall be agreed upon between the Owner and the Contractor, on the basis of standard analysis or rates of J&K SSR 2004 OR NBO or actual expenditures incl. Works Contract Tax (Proof of which shall have to be furnished by the contractor to Owner's satisfaction) plus 15% (fifteen percent) covering contractor's profit, contractor's special and general attendance, as may be decided by the Owner. The Owner shall communicate all such derived rates of all such items of work to the contractor and the same shall be binding on the contractor. Under no circumstances, the contractor shall at any stage suspend the work on account of non-settlement of rates of such deviated items.

### **31.3 Power of Engineer to fix Rates**

Provided that if the nature or amount of any omission or addition relative to the nature or amount of the whole of the works or to any part thereof shall be such that, in the opinion of the Engineer, the rate or price contained in the contract for any item of the works is, by reason of such omission or addition/substitution rendered unreasonable or inapplicable, then a suitable rate or price shall be worked out jointly by the Engineer and the contractor.

The derived rates or price shall, however, be subject to approval through a committee to be appointed by the Chief Executive Officer, SMVD Shrine Board. The contractor will not

reduce the progress of work / suspend the work on account of clearly in payment on this account.

### **32 Variations Exceeding 25 percent**

If the net effect of all variations (other than those arising by reason of any clause relating to variations in price of materials and/or labour) shall be found, on completion of the whole of the works, to result in an addition greater than 25 percent of the sum named in the Tender the amount of the contract price shall be amended by such sums as shall be agreed upon between the Owner and the contractor. In the event of disagreement, the Owner shall fix such sum, as shall, in his opinion, be reasonable and proper regard being had to all material and relevant factors including the contractor's own cost and overheads.

### **33 Contract Price not subject to Variation**

Save as specifically provided elsewhere in the conditions of contract, the contract rates shall not be adjusted in respect of any increase or decrease of cost to the contractor in carrying out the works by reason of alteration in the rates of wages and allowances payable to labour or change in the conditions of employment thereof or change in the cost of materials (whether for the permanent or temporary works) consumable stores fuel and power or variations in the rates of freight and insurance or in the incidence of or rates of landing charges or the operation of any law or statute or variation in the cost of any other matter or thing of whatsoever nature subsequent to the date of Tender.

So, it must be clearly understood by the contractor that no claim on account of enhanced rates on those items of work already accepted due to fluctuations of rates of materials will be entertained during the currency of the contract for the work, as per bill of quantities attached to the agreement and the additional work, if any, under relevant clause of the contract.

### **34 Plants etc. not to be removed**

No constructional Plant Temporary works or materials or any part thereof shall be removed from the site without the written consent of the Owner which consent shall not be unreasonably withheld where the same is no longer immediately required for the purpose of completion of the works. The Owner will permit the contractor the exclusive use of all such constructional plant, temporary works and materials in and for the completion of the works until the happening of any event which gives right to the Owner to exclude the contractor from the site and proceed with the completion of the works.

### **35 Quantities**

The quantities set out in the Bill of Quantities are only approximate quantities of the work and they are not to be taken as the actual and correct quantities of the works to be executed by the contractor in fulfillment of his obligations under the contract & the quantities may vary conforming to actual site conditions & requirements and such variation shall not in any way vitiate or invalidate the contract, nor shall the contractor be entitled to any additional claim for increase or decrease of quantities of any item/items of work.

### **36 Works to be Measured**

#### **36.1**

The Owner/Engineer shall except as otherwise stated ascertain and determine by measurement the quantity and value of work done in accordance with the contract. He shall, when he requires any part or parts of the works to be measured give notice to the

contractor's authorized agent or representative who shall forthwith attend or send a qualified agent to assist the Engineer or the Engineer's Representative in checking such measurements & other substantiations of the Bill submitted by the contractor and shall furnish all particulars required by either of them. Should the contractor not attend or neglect or omit to send such agent then the measurement made by the Engineer or approved by him shall be taken to be the correct measurement of the work and shall be conclusive and binding on the contractor.

### **36.2**

The work shall be measured notwithstanding any general or local custom except where otherwise specifically described or prescribed in the contract.

### **36.3**

Unless otherwise described in the schedule of quantities, the method of measurement shall be as described in method of measurement of building and civil engineering works **(IS 1200 Part I to XXV) latest edition of Bureau of Indian Standards.**

## **37 Urgent Repairs/Works**

If by reason of any accident or failure or other event occurring to in or in connection with the works, or any part thereof, either during the execution of the works or during the period of defect liability/maintenance, any remedial or other work or repair shall, in the opinion of the Engineer or Engineer's Representative be urgently necessary for security and safety of life or for the works or adjoining property, and the contractor is unable or unwilling to do such work or repair, the Owner may employ his own or other workman to do such work or repair, as the Engineer or the Engineer's Representative may consider necessary. If the work or repair so done by the Owner is work which, in the opinion of the Engineer, the contractor was liable to do at his own expense under the contract, all costs and charges properly incurred by the Owner in so doing shall on demand be paid by the contractor to the Owner or may be deducted by the Owner from any monies due or which may become due with the contractor. Provided always that the Engineer or the Engineer's Representative (as the case may be) shall, as soon as after the occurrence of any such emergency, as may be reasonably practicable notify, the contractor thereof in writing.

## **38 Payment in Event of Frustration**

In the event of the contract being frustrated whether by war or otherwise, howsoever, the sum payable by the Owner to the contractor in respect of the works executed shall be the same as that which would have been payable hereof if the contract had been terminated under the provisions of conditions of the contract.

## **39 Serving of Notices**

### **39.1 On Contractor:**

Any notice to be given to the Contractor, under the terms of the contract shall be served by sending the same by registered post to or leaving the same at the contractor's Principal place of business (or in the event of the contractor being a company to or at its Registered Office).

### **39.2 On Owner:**

Any notice to be given to the Owner, under the terms of the contract, shall be served by sending the same by Registered post to or leaving the same at the Owner's last known address

## **40 Excise & Sales Taxes, Works contract Tax for works.**

### **40.1**

The contractor shall pay and be responsible for payment of all taxes, duties, levies, fees or charges in respect of the works including but not limited to sales taxes, Tax on works contract, excise duties and octroi, payable in respect of materials, equipments, plant and other things required for the contract. All of the aforesaid taxes, duties, levies, fees and charges shall be to the contractor's account and Owner shall not be required to pay any additional or extra amount on this account. Variation of the taxes, duties, levies, fees etc., if any, till completion of the work, shall be deemed to be included in the accepted rates and no extra claim on this account will in any case be entertained.

### **40.2 Taxes on Profit**

The contractor will be require to pay all taxes levied by the central and/or state Governments on such part of his profit in respect of the contract as is chargeable therewith under the laws for the time being in force.

## **41 Excavated materials property of Owner**

All materials and things of any kind obtained from excavations or found on or under the site or under any additional site, which the contractor may be allowed to occupy, shall remain the property of the Owner and shall not be used in the works or sold or otherwise disposed of without the written authority of the Owner unless otherwise expressly provided in the specification. No excavations are to be made upon the site or additional site beyond those shown on the drawings without written authority of the Engineer or the Engineer's Representative.

## **42 Contract Supersedes previous Documents**

The contractor shall have no right to any increase in the rates in the Bill of Quantities nor any other right whatsoever by reason of any representative's explanation or statement given or to be given or by a reason of any information, promise, or guarantee given or alleged to have been given to him by any person (whether in the Employ of the Owner or not) before the date of the contract it being understood that the contract embodies the whole arrangements between the parties with reference to the contract hereby constituted and all previous correspondence, negotiations, representatives, explanations, statements, promises or guarantees whether oral or written shall be excluded.

## **43 Dimensions and Levels**

All dimensions and levels shown on the drawings shall be verified by the contractor on the site and he will be held responsible for the accuracy and maintenance of all dimensions and levels. Figured dimensions are in all cases to be accepted and no dimension shall be scaled. Large-scale details shall take precedence over small-scale drawings. In case of discrepancy the contractor shall ask for clarification from the Engineer's Representative before proceeding with the work.

## **44 Assistance for Engineer / Engineer's Representative**

The contractor shall provide for the Engineer/Engineer's Representative at all times during the contract including maintenance, a competent chainman and/or all such other men as he may require to assist him in carrying out or checking any measurements, levels, setting out or measuring up of work. The contractor is also to provide ladders, gangways etc. and the necessary attendance to move and adopt as directed for inspection or measurement of the works by the Owner/Engineer and their representatives.

## **45 Construction Records**

The contractor shall keep and provide to the Engineer's Representative full and accurate Records of the dimensions and positions of all new work and any other information necessary for the Engineer's Representative to be able to prepare complete drawings, recording details of the works as constructed.

#### **46 Owner's Supply of Materials**

No material shall be supplied by the Owner.

#### **47 Lighting for works**

The contractor shall at all times provide adequate and approved lighting as required for the proper execution and supervision and inspection of the works at his own cost.

#### **48 Site Instruction Book**

The Engineer's Representative shall maintain a site instruction book on the site in which he or his authorized representative's remarks, instructions, decisions and other essential details, of the work shall be recorded. The contractor shall regularly note the contents of this book and initial it signifying his having done so and take immediate action on the same.

#### **49 Progress Report**

The contractor shall submit monthly progress reports indicating status of each activity planned for the period under consideration and summary of each completed and planned activity and the anticipated starting date for the activities planned but not in progress, schedule of materials including the details of materials received and expected time of arrival of other materials as ordered and such other details affecting the programme and progress of the work to the Engineer's Representative in a form as required by him which shall also include reasonable number of progress photographs of the works.

#### **50 Contractor to verify Site Measurements**

The contractor shall check and verify all site measurements whenever requested by other specialists, contractors or by nominated or other sub-contractor to enable them to prepare their own work schedule and pass on the information with sufficient promptness as will not in any way delay the works. A copy of all such information passed on shall be given to the Engineer's Representative.

#### **51 Approved Makes**

The specifications provide a list of makes of some materials specified. The Owner / Engineer has the right to choose any of the specified makes, which according to him is the best and most suitable for the purpose. The tender price quoted shall cover this aspect. Only when it is not possible to use any of the specified makes, either due to non-availability or due to technical reasons, the contractor shall propose alternative makes and if found suitable these shall be approved by the Owner for construction but without any extra cost to the Owner.

#### **52 Keeping Sight Clean**

During the progress of the works and when directed by the Engineer's Representative, the contractor shall keep the sight clear of all rubbish and debris including that which may be deposited on the site by any sub-contractor until the date of issue of certificate of completion. The cost of keeping the site clean shall be deemed to have been included for in the rates. On completion of the works, the contractor shall at his own expense clear away and remove from the site not later than 15 days from the date of completion of works all constructional plant, surplus material, rubbish and temporary works of every kind and leave the entire site and works clean and in work man like condition to the satisfaction of the Engineer's representative.

### **53 Extension of Time:**

The time for completion of the works in the event of any authorized deviations or additional work resulting in additional cost over the contract sum, shall be extended, if requested by the contractor, in the proportion in which the cost of the altered, additional or substituted work bears to the original contract sums plus any additional time, which the 'Owner' may consider reasonable on the recommendations of the Engineer. Similarly, in the event of deletion of some items, the time for completion for the work shall be reduced in the proportion of altered cost to the original contract sum.

#### **53.1 If the work be delayed by:**

- a. Force Majeure, or
- b. Serious loss or damage by fire, or
- c. Civil commotion, local combination of workmen, strike or lock out, affecting any of the trades employed on the work, or
- d. Any other cause, which in the absolute discretion of the Owner is beyond the contractor's control.

Then upon the happening of any such event causing delay, the contractor shall immediately give notice thereof in writing to the Owner/Engineer, but shall nevertheless use constantly his best endeavors to prevent or make good the delay and shall take all possible steps to the satisfaction of the 'Engineer' to proceed with the works.

Request for extension of time, shall be made by the contractor in writing no later than fourteen days of the happening of the event causing delay, the contractor may also, if practicable, indicate in such a request, the period for which extension is desired.

In any such case, the 'Owner' on the recommendations of the Engineer may give a reasonable extension of time for completion of the work, which shall be communicated to the contractor by the Engineer. Any extension of completion period shall not entitle the contractor to any other monetary gain or claim.

The term "Force Majeure" in the contract shall mean civil war, tidal waves, fire, major floods, earthquake ( above 7 magnitude on Richter Scale ) damage from Aircraft, nuclear fission, riots ( other than among the contractor's employees ), lightning and other causes over which the contractor has no control and as accepted by the Owner whose decision shall be binding and final.

This will not entitle the contractor to any claims for the increase in rates / cost of the contract.

### **54 Security Deposit:/ Retention Money**

**54.1** A security deposit/ Retention Money at the rate of 5% (five percent only) shall also be deducted from the Running account bills of the contractor.

**54.2** Subject to the completion and handing over the complete works/building as per the terms & conditions of the contract, well within the completion period including extension of time, the security deposit, if any, remaining with the Owner out of ten

percent security deposit deduction from the bills after adjustment of Owner's dues / outstanding or liquidated damages shall be released to the contractor immediately after the successful completion of defect liability period on the certification of the Engineer.

**55 ADVANCES: No Advance**

**56 Liquidated damage:**

If the contractor shall fail to complete the works within the stipulated period of completion, the contractor shall be liable and shall pay to the Owner as pre-estimated damages at the rate of one percent of the contract price for each week of delay subject to a maximum of 5% (five percent) of the contract value

**57 TERMINATION OF CONTRACT:**

Foreclosure in full or in part due to abandonment or reduction in scope of work

**57.1** If at any time after acceptance of the tender Owner decides, to abandon or reduce the scope of the works for any reason whatsoever and hence not require the whole or any part of the works given to be carried out, the Engineer shall give notice in writing to that effect to the contractor and the contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full, but which he did not derive in consequence of the foreclosure of the whole or part of the works.

**57.2** The contractor shall be paid at contract rates full amounts for works executed at site and in addition a reasonable amount as certified by the Engineer for the items hereunder mentioned which could not be utilized on the work to the full extent because of the foreclosure:

a. Any expenditure incurred on preliminary site work, e.g. temporary access roads, temporary labour huts, staff quarter and site office storage accommodation and water storage tanks.

b. The Owner shall have the option to take over contractor's materials or any part thereof either brought to site provided the material conforms to specified standards.

i. For materials taken over or to be taken over by the Owner, the cost to be paid shall take into account purchase price, cost of transportation .

ii. For materials not retained by the Owner, reasonable cost of transporting such materials from site to contractor's permanent stores or to his other works, whichever is less. If materials are not transported to either of the said places, no cost of transportation shall be payable.

**58 CANCELLATION OF THE CONTRACT IN FULL OR IN PART:**

**a. If the contractor: -**



- i. at any time makes default in proceeding with the works with due diligence and continues to do so even 15 days after a notice in writing from the Engineer; or
- ii. Commits defaults in complying with any of the terms and conditions of the contract and does not remedy it within 15 days after a notice in writing is given to him in that behalf by the Engineer; or
- iii. fails to complete the works or any part of the work on or before the date of completion and does not complete them within the period specified in notice give in writing in that behalf by the Engineer; or
- iv. has obtained a contract with the Owner as a result of ring tendering or other non-bonafide methods of competitive tendering; or
- v. being an individual, or a firm, any partner thereof, shall at any time be adjudged insolvent or have a Receiver appointed or order of administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for purpose of amalgamation or reconstruction) under relevant Act for the time being in force or make any conveying of assignment of his creditors or purport to do or if any application be made under any relevant Act for the time being in force for the administration of his estate or if a trust deed be executed by him for benefit of his creditors; or
- vi. being a company, shall pass a resolution or the court shall make an order for the liquidation of its affairs, or a Receiver, liquidator or manager on behalf of debenture holders shall be appointed or circumstances shall arise which entitle the court or debenture holders to appoint a Receiver or manager; or
- vii. shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days ; or
- viii. assigns, transfers, sublets (engagement of labour on a piece work basis or of labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or attempts to assign, transfer or sublet the entire works or any portion thereof without the prior written approval of the Owner

The Owner may, without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to Owner, by written notice cancel the contract as a whole or only such items of work in default from the contract.

**b. The Owner shall on such cancellation have powers to:**

- 1. take possession of the site and any materials, constructional plants, implements, stores, etc. thereon, and/or.
- 2. Carry out the incomplete work by any means at the risks and cost of the contractor.

**c.**

On cancellation of the contract in full or in part, the Engineer shall determine what amount, if any, is recoverable from the contractor for completion of the works or in case the works or part of the works not to be completed, the loss or damage suffered by Owner. In determining this amount, credit shall be given to the contractor for the value of the work executed by him up to the time of cancellation, the value of the contractor's materials taken over and incorporated in the work, and use of machinery belonging to the contractor.

**d.**

Any excess expenditure incurred or to be incurred by the Owner in completing the works or part of the works or the excess loss or damage suffered or may be suffered by

the Owner as aforesaid after allowing such credit shall be recovered from any amount due to the contractor on any account, and if such amount is not sufficient, the contractor shall be called upon in writing to pay the same, within 30 days of the notice given to that effect by the 'Engineer'.

**e.**

If the contractor shall fail to pay the required sum within the aforesaid period of 30 days, the Owner shall have the right to sell any or all of the contractor's unused materials, constructional plant, implements, temporary buildings; etc. and apply the proceeds of sale thereof towards the satisfaction of any sums due from the contractor under the contract and in accordance with the provisions thereof.

**f.**

Any sums in excess of the amounts due to the Owner and unsold materials constructional plant, etc. shall be returned to the contractor, provided always that if cost or anticipated cost of completion by the Owner, of the works is less than the amount which the contractor would have been paid had he completed the works, such benefit shall not accrue to the contractor.

## **59 Certificate & Payments**

Unless otherwise provided payment shall be made at monthly intervals in accordance with the conditions set out below.

### **(i) Monthly Payments**

The contractor shall submit to the Engineer after the end of 15 days as interim bill comprising statement of Bill showing the estimated contract value of the permanent work supported with all requisite statements, calculation of quantities & valuation based on measurement of works, executed up to the end of the preceding month (if such value as stated in the Appendix to Form of Tender shall justify the issue of an interim certificate) and the contractor will be paid monthly on the certificate of the Engineer, the amount due to him on account of the estimated value of the permanent work executed up to the end of the previous month within 15 (fifteen) days of submission and certification by the Engineer together with such amount (if any) as the Engineer may consider proper on account of materials for permanent work delivered by the contractor on the site.

- (a) a retention of the percentage named in the Tender until the amount retained shall reach the 'Limit of Security Deposit' named in the Appendix to the Form of Tender (hereinafter called "Security Deposit")
- (b) Any sums which are due & payable to the Owner by the contractor under the terms of contract,
- (c) Any previous payments made by the Owner to the contractor under the terms of the contract. Provided always that no interim certificate shall be issued for a sum less than the minimum interim certificate as stated in the Appendix to the Form of Tender.
- (d) Partial recovery of any advance payment

### **(ii) Final Payment:**

The contractor shall submit his final bill substantiated with complete supporting

documents as required by the Engineer, showing the account of all works as executed by him in details, the quantities and value of work done in accordance with contract, within 30 days of date of completion of all works as certified by the Engineer. The Owner shall pay the net amount, if due, after all recoveries and deductions within 90 days of receipt of certificate from the Engineer.

## **60 CONTRACTORS LIABILITY AND INSURANCE**

**60.1** From commencement to completion of the works, the contractor shall take full responsibility for the care thereof and for taking precautions to prevent loss or damage and to minimize loss or damage to the greatest extent possible and shall be fully responsible/liable for any damage or loss that may happen to the works or any part thereof, to any fixed/unfixed materials supplied at site against which payment or recoverable advance may have been paid or not, from any cause whatsoever and shall at his own cost, repair and make good the same, so that at completion, the works shall be in good order and condition and in conformity in every respect with the requirements of the contract and instructions of the Engineer. Without limiting his obligations and responsibilities under the above clause, the contractor shall insure the following in the joint names of the Owner and the contractor, against all loss or damages from whatever cause for which he is responsible under the terms of the contract and in such manner that the Owner and the contractor are covered during the period of construction of the works and the defects liability period for loss or damage arising from a cause occurring prior to the commencement of the damage caused by the contractor, in the course of any operation carried out by him for the purposes of complying with his obligations.

(a) The works and the temporary works to the full values of such works executed from time to time

(b) The Materials, constructional plant and other things brought to site by the contractor to the full value of such materials, constructional plant and other things.

## **60.2 DAMAGE TO PERSONS AND PROPERTY**

The contractor shall indemnify and keep indemnified the Owner against all losses and claims for injuries or damage to any person or any property whatsoever which may arise out of or in consequence of the construction and maintenance of the works and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto. Before commencing execution of the work, the contractor shall, without in any way limiting his obligations and responsibilities under the conditions, insure against any damage, loss or injury which may occur to any property (including that of the Owner) or to any person (including any employee of Owner) by or arising out of carrying out of the contract.

## **60.3 Owner to be indemnified**

The contractor shall at all times indemnify the Owner against all claims, damages or compensation under the provision of Payment of Wages Act, Minimum Wages Act, Owner's Liability Act, Industrial Disputes Act, and the Maternity Benefit Act or any modifications thereof or any other law relating thereto and rules made there under from time to time or as a consequences of any accident or injury to any workmen or other persons in or about the works whether in the employment of the contractor or not, save and except

where such accident or injury has resulted from any act of the Owner their agents or servants, and also against all costs, charges and expenses of any suit action or proceedings arising out of such accident or injury and against all sum or sums which may with the consent of the contractor be paid to compromise or compound any such claim. Without limiting his obligations and liabilities as above provided the contractor shall insure against all claims, damages or compensation payable under the workmen's compensation Act, 1923 or any modification thereof or any other law relating thereto. All the aforesaid insurance policies shall provide that they shall not be cancelled till the Engineer has agreed to their cancellation. The contractor shall prove to the Engineer or his authorized representatives from time to time that he has taken out all the insurance policies referred to above and has paid the necessary premia for keeping the policies alive till the expiry of the Defects Liability Period.

## **61 SETTLEMENT OF DISPUTES.**

The instructions, decision, opinion, certificate or evaluation of the Engineer, with respect of or any of the matter regarding which the decision of the Engineer is stated to be as final or conclusive or binding in these conditions of the contract or specifications or in the Bill of Quantities forming part of the contract, shall be final conclusive and binding on the parties hereto and shall not be subject to be appealed. Such matters hereinafter shall not be subject to be appealed. Such matters hereinafter shall be referred to as "excepted matters". The decision of the "OWNER" in any and all matters shall be final and binding on both the parties in the agreement.

### **Work not to be stopped**

The contractor expressly agrees that in the event there arise any kind of dispute/disputes or the matter of dispute/disputes is referred to arbitration, the contractor shall at no stage stop or slow down the work on this excuse and shall proceed diligently to complete and handover all works as per contract within the scheduled completion period.

## **62 Arbitration**

Except where otherwise provided for in the contract or questions and disputes relating to the meaning of the specifications, designs, drawings and institutions hereinbefore mentioned and as to the quality and workmanship or materials used on the work as to any other question claimed, write, matter or thing whatsoever in any way rising out of or relating to the contract, designs, drawings, 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 abandoned thereof shall be referred to the sole arbitration of an authority appointed by the Owner. There will be no objection if the arbitrator so appointed is an employee of the owner, and that he had to deal with the matters to which the contract related and that in the course of his duties as such he had expressed views on all or any of the matters in dispute or difference. The arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason, the Owner shall appoint another person to act as arbitrator, in accordance with the terms of the contract. Such person shall be entitled to proceed with reference from the stage at which it

was left by his predecessor. It is also a term of this contract that no person other than person appointed by the Owner as aforesaid should act as arbitrator and if for any reason that is not possible, the matter is not to be referred to arbitration at all.

Any dispute or difference whatsoever arising between the parties out of or relating to the construction, interpretation, application, meaning, scope, operation or effect of the contract or the validity or the breach thereof, shall be first tried for amicable settlement through consultation / discussion between the parties. If the disputes can not be settled by parties within 30 days from the date of consultation, such dispute shall be submitted for arbitration to an Arbitrator nominated by the Chief Executive Officer, Shri Mata Vaishno Devi Shrine Board, Katra whose decision shall be final and binding upon all the parties.

Any of the parties may apply to the Chief Executive Officer, SMVDSB for appointment of arbitrator in the event of any dispute / difference. The Arbitrator so appointed shall immediately enter upon reference and decide the dispute in accordance with law prevailing in J&K viz. J&K arbitration conciliation Act, 1997.

All questions relating to arbitration shall be determined in accordance with provisions of J&K Conciliation and Arbitration Act, 1997 and courts in Jammu alone shall have the jurisdiction to deal with such questions.

**Special Conditions-****Chequered Plates**

1. The chequered plates should conform to grade IS 3502/1994 (Base material as per IS 2062/2006 and IS 1977/1996) and manufactured as per ISI 3410-1992 Grade S3.
2. The chequered plates should be 5 mm thick and should be SMC type.
3. The chequered plates should be not rolled and of pattern as approved by Engineer Incharge.
4. The chequered plates should have high thermal Insulation properties and capable of withstanding static loading ranging from 500 kg /M<sup>2</sup> to 1500 M<sup>2</sup>
5. The plates should have general properties conforming to SMC grade material 8595/30 grade and should qualify Bs 2782 Part-3, 4<sup>th</sup> & 5<sup>th</sup> tests for physical mechanical properties.
6. The chequered plates should conform to DIN- 53482-1962 and Bs-2782 part 20-201C-1970 in respect of Volume resistivity, surface resistivity, tracking index, Di-electric strength of Electrical Property and should have ARC resistance conforming to ASTM-D495 D1973.

**Structural Steel Work**

1. The supply of the material shall conform to the specifications of IS:1387.
2. The finished rolled material shall be free from cracks, flaws, injurious seams, laps, blisters, ragged and imperfect edges and other defects.
3. Mild steel shall conform to IS:226 having minimum tensile strength of 44 kg/ sq mm.
4. Welding consumables shall comply to IS:814 part-1 For covered electrodes for metal arc welding of structural steel and IS-6419, welding rods and bare electrodes for gas shielded arc welding of structural steel.
5. All materials for paints and enamels shall conform to the requirement specified on the drawings or as required by the engineering Incharge.
6. Preheating of material as per IS:823 shall be done when the thickness of the material is 20mm and above.
7. Tolerances in dimensions of components of fabricated structural steel work shall be specified on drawings and shall be subject to approval of Engineer Incharge before fabrication. Fabrication tolerances shall not exceed  $\pm 1$ mm for length and  $\pm 3$ mm for width and depth of the structural member. The tolerances should not exceed the specified values/ accepted values and as per IS relevant codes.
8. The bolts to be fixed on trusses should be of Hilti make and shall be fixed with Hilti chemical fastener.
9. The painting on structural steel shall be taken up only after the completion of steel primer coat and shall be of the shade as per the instruction of Architects/ Engineer Incharge. The painting shall be done in two or more coats as acceptable to Engineer incharge.