

TENDER FOR CONSTRUCTION AND RENOVATION OF FACILITIES FOR STAFF AND  
STUDENTS IN MAYO COLLEGE AJMER

**MAYO COLLEGE AJMER**

**CONSTRUCTION AND RENOVATION OF FACILITIES  
FOR STAFF AND STUDENTS  
IN MAYO COLLEGE  
AJMER**

**TENDER FOR**

**CIVIL, SANITARY PLUMBING AND  
ELECTRICAL WORKS**

INSTRUCTIONS, GENERAL & SPECIAL CONDITIONS OF  
CONTRACT AND BILL OF QUANTITIES TO TENDERERS,

**CLIENT**

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**INSTRUCTIONS TO TENDERS**

1. Tenderers must obtain for themselves on their own responsibility and at their own expense, all the information that may be necessary for preparing a tender and entering into a Contract. They must examine the Form of Tender, Conditions of Contract, Specifications, Bills of Quantities, Drawings, Form of Agreement etc, and inspect and consider the Site and surroundings and must satisfy themselves as to access to the Site and means of executing the Contract. Persons, firms or companies proposing to tender, and any of their servants or agents, must contact the Architects for permission to enter upon the premise and lands of the Employer for the purpose of such inspection in connection with the proposed tender, but such permission will only be granted upon the express condition that such persons, firms or companies will release and indemnify the Employer and his servants and agents, from and against all liability in respect of, and will be responsible for, personal injury (whether fatal or otherwise), loss of or damage to property and any other loss, damage, costs and expenses however caused (whether by the act or neglect of the Employer, of his servants or agents or not), which, but for the exercise of such permission would not have arisen.
2. The Tender must be made out on the form of Tender attached hereto, and one complete set of these documents, including the Instructions to Tenderers, the Form of Tender, the Conditions of Contract and the Specification, must then be submitted with the Bills of Quantities fully priced, and totalled. The Form of Tender must be signed by a duly appointed Principal fully authorised to represent and bind the Tender. The Tender Bond shall be in accordance with the requirements of the attached Form of Tender Bond. The successful Tenderers will be notified of acceptance by letter and upon receipt of such letter will be required to sign the Contract.
3. Should there be any doubt or obscurity as to the meaning of any of the Tender Documents, or as to anything to be done or not to be done under the contract or as to these instructions or as to any other matter or thing, Tenderer must set forth in writing such doubt or obscurity and deliver the same to the offices of the Architects not later than three days before the date fixed for the delivery of the Tender. Any neglect or failure on the part of the Tender to obtain reliable information at the Site or elsewhere, or on any other matters affecting the execution, completion and maintenance of the Works of this Contract shall not relieve the accepted Tenderer from any risks or liabilities or from the re responsibility of completing and handing over the works.
4. The offer of a bribe or other inducement to any person with a view to influencing the placing of the Contract will result in the instant rejection of the Tender.
5. No unauthorised alteration may be made in the Form of Tender or the accompanying documents and if any such alteration is made or if any incomplete Tender is submitted, then the Tender may be rejected.  
  
Any alteration to a rate, cash extension or cost made by the Tenderer in the priced document must be initialled by the Tenderer prior to the submission of the Tender.
6. The set of documents containing the Tender must be enclosed in a sealed envelope or package endorsed "**CIVIL, PLUMBING, SANITARY AND ELECTRICAL WORKS –AT MAYO COLLEGE**" and delivered as required in the letter of invitation. The exterior of the sealed envelope or package must not reveal the identity of the sender. In case any recipient of the documents does not submit the Tender, he shall return the documents to the Employer under cover of a letter and obtain a receipt.
7. The Employer reserves the right to reject any Tender without giving a reason and does not bind himself to accept the lowest or any tender.

The employer will not be responsible for, nor pay for, any expense or loss which may be incurred by any Tenderer in the preparation and submission of his Tender.

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8. Any results of tests carried out on materials, reports on soil samples or any other information which may be made available for inspection by the Tenderers do not form part of the Contract and no guarantee is given as to their accuracy, nor is it to be inferred that the conditions indicated by this information are representative or may be encountered in carrying out the Contract and the Tenderer must satisfy himself as to the true conditions.
9. The Tenderer shall be responsible for developing his own sources of local materials except where a particular source is specified and no guarantee can be given as to the availability of materials of suitable quality or quantity. The Contractor in making his arrangements for obtaining materials will be expected to comply with the requirements of the local Govt. and will be deemed to have acquainted himself with these requirements.
10. Tenderers are required to submit with their Tenders the following particulars:
  - (a) A copy of each "circular letter to Tenderers" if any, issued by the Architects appropriately endorsed by the Tenderer.
  - (b) A memorandum of procedure giving an outline and detail his general scheme, programme and timetable for the execution of the works supported by Gant / Pert Chart. A list of the plant which the Tenderer proposes to use must accompany the memorandum of procedure.
  - (c) Particulars of his proposed site organisation, particulars of the labour force he proposes to use, giving details of the number of workmen to be employed during the contract.
  - (d) A list of the sub-contractors and suppliers including local firms which he proposes to use with particulars of the extent of the work which will be undertaken by them.
  - (e) The sources from which he proposes to obtain his local materials and aggregates.
  - (f) His forecast of certificate payments in the conditions of contract.
  - (g) A certificate stating that the tenderer has visited the site and that he has no queries on any matter concerning the contract.
  - (h) Full particulars of all management and supervisory site staff he proposes to use.
  - (i) His proposals for providing storage, site offices and related facilities during construction period.
11. All recipients of the documents and drawings for the proposed contract (whether they submit a Tender or not) shall treat the details of the documents and drawings as Private and Confidential.
12. Tenderers attention is drawn to the fact that all facilities permissions, leases etc. required for starting, continuing, completing and handing over of the project shall be the contractor's sole responsibility and shall be at his risk and cost. Any reasonable assistance required by the Contractor in obtaining permissions or approvals will be given by the Architects and the Employer wherever possible.
13. It is a condition of Tender that offers must be submitted solely on the basis of the Tender Documents issued to Tenderers and must be free of any qualifications.

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**FORM OF TENDER**

(Notes : The Appendix forms part of the Tender. Tenderers are required to fill up all the blank spaces in this Form of Tender and Appendix).

**Gentlemen,**

1. Having examined the Instructions to Tenderers, Drawings, Standard Conditions of Contract, Safety Codes, Specification and Bill of Quantities for the execution of the above- named works, we, the undersigned, offer to execute, complete and maintain the whole of the said works in conformity with the said Instructions, Drawings, Standard Conditions of Contract, Specification, and Bill of Quantities and Safety Codes for the sum of.....(.....) or such other sum as may be ascertained in accordance with the said conditions.
2. We undertake if our Tender is accepted to commence the Works within 3 day of receipt of the Project Manager's /J.En. Order to commence, and complete and deliver the whole the works comprised in the Contract within 90 (Ninety) days calculated from the last day of the aforesaid period in which the works are to be commenced.
3. We have deposited as Earnest Money of ----- (----- only) by Demand Draft in favour of M/s. Mayo College which amount is not to bear any interest. We do hereby agree that this sum shall be forfeited by you in the event our tender is accepted and we fail to execute the contract when called upon to do so.
4. We agree to abide by this Tender for a period of 90 days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. In the event of our Tender being accepted and until a formal Agreement is prepared and executed this Tender, together with you written acceptance thereof, shall constitute a binding obligation upon us.
6. We understand that you are not bound to accept the lowest or any tender you may receive.
7. We agree to work at .....% (..... percent) extra rates over and above the "Basic Schedule of Rates- 2019" issued by Public Works Department, Govt of Rajasthan(Ajmer Circle) for specific items not covered by "Bill of quantities".
8. We acknowledge receipt of the following circular letters:-

Reference number of letter	Date
.....	.....
.....	.....
.....	.....
.....	.....

and confirm we have taken account thereof in our Tender.

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**APPENDIX A- SCHEDULE OF FISCAL ASPECTS**

Sr	Description	Requirement
1	Type of contract	Item – Rate. Final payment to be made on quantities of work executed
2	Period of Commencement	
a	Date of Commencement of <b>work</b>	7 (Seven) day from the issue of Letter of Intent/ Award Letter
3	Time of Completion	
a	<b>Construction and Renovation of facilities for staff and students at Mayo College</b>	06 Months or 180 (One Eighty) days including mobilisation
4	Date of Virtual Completion	One month from the date of Completion Certificate
5	Defects Liability Period	365 days from date of Virtual Completion
6	Interim Payment	Running bills to be submitted by contractor at least one in three weeks
7	Payment on Virtual Completion	90% of the value of the works executed
8	Security Retention	10% of work done; 5% to be released with Final bill and balance 5% after completion of Defects Liability period. EMD is adjustable against security retention
9	Intermediate Liquidated Damages	Rs.750/- per day of delay for non-compliance of Network. It will however be released if the overall work is completed within stipulated time.
10	Liquidated Damages	Rs. 1500/- per day subject to maximum of 10% of contract value
11	Time within which the Payment is to be made	Within 10 days after the Bill is Certified by the Engineer/ Architects and one month for final bill
12	Estimated Cost	45.00 Lacs (Twenty Lac only) <b>GST Extra.</b>
13	Earnest Money	90000 (Ninety thousand only) in form of D D /ONLINE in favour of Mayo College Ajmer
14	Tender Fees (Non-refundable)	3000.00 (Five hundred only.)
15	Date & Time of Issue of Document	20.06.2022
16	Date & Time of receipt of tender	27.06.2022. 11.30 AM

Tender Issues to M/s \_\_\_\_\_ on \_\_\_\_\_

Jr. Engineer  
Mayo College

Bursar  
Mayo College

EM  
Mayo College

Director  
Mayo College

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**FORM OF AGREEMENT**

THIS AGREEMENT made this.....day of..... 2022 BETWEEN ..... (hereinafter called "The Employer") of the one part and ..... of.....(hereinafter called "the Contractor") of the other part.

WHEREAS the Employer is desirous that certain works should be executed viz.....

..... and has accepted a Tender by the Contractor as summarised at Appendix B "Summary of Contract Value" for the execution, completion and maintenance of such Works NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Standard Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement viz:  
\*\*  
The said Tender  
The Special conditions of the contract  
The General Conditions of Contract  
The Drawings  
The Specification  
The Bill of Quantities  
The Schedule of Rates and Prices  
The Letter of Acceptance
3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute, complete the works and remedy any defects therein and maintain the works in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor in consideration of the execution, completion and the remedying of defects and maintenance of the works, the contract price at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have hereunder set their respective hands and seals on the day and year first above written.

Signed by a duly authorised signatory for and on behalf of Employer.....

Witness.....

Signed by a duly authorised Signatory for and on behalf of the Contractor.....

Witness.....

\*\* Other additional documents as required.

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**APPENDIX B- LIST OF DRAWINGS**

<b>Sr.</b>	<b>Drawing Number</b>	<b>Drawing Title</b>
1	G.F.	G. F. PLAN
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		



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## GENERAL CONDITIONS OF THE CONTRACT

### 1. DEFINITION

a) **Owner:** MAYO COLLEGE, Ajmer

b) **Architects:** Mayo College Ajmer.

c) **Contract :** The contract means the documents forming the tender and acceptance there of and the formal agreement executed between the owner the contractor together with the documents consisting of the invitation to tender, the agreement, the conditions of the Contract, specification, the drawings and the Bill of quantities and all these documents as per contents all modifications instruction issued time to time by the Architect before execution shall be deemed to form contract and shall be complementary to one another.

d) **Contractor:** Contractor shall mean the bidder whose tender has been accepted and who is authorized to carry out and execute the work tendered for by him.

e) **Sub-Contractor:** The term 'Sub-Contractor' as employed herein, includes those having a direct contract with the contractor and it includes one who furnishes material worked to a special design according to the plans or specifications of this work, but does not include one who merely furnishes material not so worked upon. Anyone doing work on a piece rate basis shall be deemed as a sub-contractor.

f) **Provisional Sum:** Provisional sum or Provisional lump sum shall mean a lump sum included in the tender documents and shall represent the approximate value of work for which details are not available at the time of issue of the tender.

g) **Written notice:** Written notice shall be deemed to have been duly served or delivered in person to the individual or to a member of the firm or to an officer of the corporation to whom it is intended or if delivered and written delivery receipt obtained or sent by registered mail to the last business address known to him who gives the notice.

h) **The Works:** It shall mean the works in respect of which tender by the contractor has been accepted and which are set out in the conditions of contract, specifications, Bill of quantities, and including all additions, substitutions, and variations or ordered by the Architect.

i) **Virtual Completion:** Virtual completion shall mean that the works are completed in all respects and for use in every respect including installation of all services complete in working order to the full satisfaction of the Architect and the Owner.

j) **Working Day:** Working day shall mean any day from Monday to Sunday, both inclusive, excluding National Holidays.

k) **Normal Working Hours:** Normal working hours shall mean eight (8) hours per working day. The specific timings would vary depending upon the time frame as per project programme for each activity. Contractor shall make arrangements for all additional time to complete the job within the time allocated for the activity.

l) **The Site:** The Site shall mean the building at Mayo College, Ajmer.

m) **Project Engineer & Staff:** His responsibility extends to verifying of measurements, verification of contractors bills, issuance of Owner purchase materials and issuance of certification of payments jointly with the Architect / Jr. Engineer. Supervise the constructions of day-to-day work; ensure the implementation of correct specifications, quality of workmanship, compliance of Architect's instruction.

### 2. OWNER, ARCHITECT AND THE CONTRACTOR

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The Owner, Architect and the Contractor are those mentioned as such in the Agreement and shall Indulge their legal representative/s, assign/s or successor/s. They are treated throughout the contract documents as if each were of singular number and masculine gender.

### 3. SCOPE OF WORK

a. **Scope:** The general character and the scope of work is illustrated and defined by the Bill of Quantity, drawings and specifications herewith attached.

b. **Extent:** The contractor shall carry out and complete the said work in every respect in accordance with the contract and with the directions of and to the satisfaction of the Architect.

c. **Intent:** The Contract documents are Complementary, and what is called for by any one shall be binding as if called by all. The intention of the documents is to include all labour and materials, equipment and transportation necessary for the proper execution of the work

d) **Architect's Instructions:** The Architect may, from time to time, issue further supplementary drawings and / or written instructions, details and directions and explanations which are collectively referred to as Architect's instructions. The Contractor shall forthwith comply with and duly Execute works comprised in such Architect's instruction provided always that verbal instructions, directions and explanations given to the Contractor or his representatives by the Architect shall if involving a variation be confirmed in writing.

### 4. OWNER'S STAFF

The Owner shall maintain such, staff at the site of works as may be necessary from time to time who shall oversee the construction and certify the bills of the Contractor, jointly with the Architect or his representatives, as called for in Clause 1, so as to fulfill the requirements of various rules, regulations and procedures laid down.

### 5. SITE

Contractor has to satisfy himself about site conditions before tendering, The contractor shall visit and examine the site and satisfy himself as to the site conditions, the correct dimensions of the of the work and the facilities for obtaining the special articles called in the Contract Documents. No extra charge in consequence of any points or on the grounds of insufficient description or otherwise shall be allowed

**Possession:** The possession of the site shall be given on the date specified. The Contractor shall thereupon commence with the works regularly and diligently proceed with the same and complete the same on or before the completion date of the contract.

### 6. TYPE OF CONTRACT

a) The contract shall be an item rate and the contractor shall be paid at the accepted rates for the actual quantity of work carried out by him in accordance with the contract documents as authorized and measured.

b) **Bill of Quantities:** The Quantities given in the Bill of quantities are provisional and are meant to indicate the Intent of the work and provide a uniform basis for tendering. The Contractor shall be paid for the actual quantity of work executed by him in accordance with Contract documents at the accepted rates. The Owner reserves the right to executed by him in accordance with the contract documents at the accepted rates. The Owner reserves the right to increase or decrease any of the quantities or totally omit any items of work. The contractor shall not claim extras or damages on account of any reason or reasons direct or indirect.

### 7. CONTRACT AGREEMENT:

The owner will issue the Work order to the successful bidder as contract agreement duly signed by both parties

### 8. SEPARATE CONTRACTS

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The Owner reserves the right to let other contracts in connection with this work. The Contractor shall afford other Contractors reasonable opportunity for the introduction and storage of their materials and execution of their work, and shall properly co-ordinate his work. If any part of the contractor's work depends for proper execution or results of the other contractor, the contractor shall inspect and promptly report to the Architect any defects in such work that renders it unsuitable for such proper execution and results. . His failure to inspect and report shall constitute an acceptance of the other Contractor's work as fit and proper for the reception of his work, except as to defects which may develop in the other contractor's work after the execution of the works.

**9. TAXES**

**GST** as applicable shall be paid extra and the contractor has to submit the copy of the challan.

**10. POWER FOR CONSTRUCTION**

The Owner shall provide power for construction at one point at site of work at **0.75%** of total final bill cost. The Contractor shall provide all temporary service lines, boards, switches, cut outs, etc. as required for his use on the works; and remove the same on completion at his own cost. If the State Electricity supply is not available, then the contractor will have to make his own arrangements to carry out the work uninterrupted.

**11. TIME OF COMPLETION**

a) All time limits stated in the contract documents shall be the essence of the contract. The contractor obligated himself to complete the work in all respects within the time schedule stipulated in the Special Conditions subject to any adjustment that may be granted by the Owner on recommendation of the Architect in writing under the conditions of the contract. He shall submit to the Architect and Owner's a detailed PROGRESS REPORT fortnightly.

b) Should the Contractor be delayed or impeded on the execution of works by reason of:

i) Force Majeure

or

ii) By the works or delays of other Contractors or tradesmen, engaged or nominated by the Owner and not referred to in the Contract Documents.

Or

iii) The non-delivery or delay in delivery to contractor of any materials and equipment or drawing which under the contract, the Owner or the Architect has to supply

Or

iv) Any cause whatsoever, arising out of the acts or defaults of the Owner or the Architect

Or

v) Any accident happening to the works, during their progress, not arising from the neglect, or default of the Contractor or his workmen or sub-Contractors

Or

vi) Extras or variation being ordered by the Architect, on recommendation of the Architect,

Or

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vii) Any other cause which in the opinion of the contractor has caused the delay, the Contractor may from time to time within fourteen working days of the happening of any of the aforesaid, apply in writing to the architect for an extension of the time on account delay thereof, giving details above the delay.

c) Unless and until the Owner on recommendation of the architect shall extend the time as aforesaid, the contractor shall not by reason of any delay arising from cause aforesaid, be relieved in any way or to any unless the contractor shall apply for an extension of time, within the period and manner aforesaid, and extent from his obligations to proceed with, his works, within the time specified in the contract for the completion of the work.

d) In granting extensions of time in this clause as aforesaid, it is an express condition that there shall not be any claims whatsoever by the Contractor.

## 12. LIQUIDATED DAMAGES

The works shall throughout the stipulated period of the contract, should proceed with expedition and diligence and the Contractor shall pay to the Owner to such sums as stipulated in "Appendix-A" curtailed and liquidated damages for the total amount payable by way of damages under this Clause shall not exceed 10% (Ten percent) of the total value of the contract. Further to ensure good progress the contractor will be bound to execute.

- 1/6th of the work before 1/4 of whole time has elapsed
- 3/8th of the work before 1/2 of whole time have elapsed.
- And 3/4th of the work before 3/4 of the whole time have elapsed.

b) Intermediate Liquidated damages at the fixed amount (as stipulated in "Appendix A") per day of delay in case of achievement of intermediate target fixed as per the Network agreed. This amount shall be released if total work is completed in given time frame.

## 15. CONTRACTORS LIABILITY REGARDING DAMAGE TO PROPERTY, INJURY TO PERSONS.

a) The Owner shall not be liable or responsible for any accident, loss, injury resulting in death or otherwise or damage of kind whatsoever happening or accruing during the term of performance of the worked herein referred to and in connection therewith to persons and/or property, materials and equipment, and the contractor shall fully indemnify and protect the Owner from and against the same.

b) In addition to the liability imposed by law upon the Contractor for injury (including death) or otherwise to persons or damage to property by reason of the negligence of the Contractor or his agents, which liability is not impaired or otherwise affected hereby, the contractor hereby assumes liability for and agrees to save the Owner harmless and indemnify him from every expense, liability or payment by reason of any injury, (including death) to persons or damage to property suffered through and act of omission of the Contractor or any of his sub-Contractors, or any person directly, or indirectly employed by any of them or from the conditions of the premises or any part of the premises which is in control of the Contractor or anyone directly or indirectly employed by either of them, or arising in any way from the work called for, by this contract.

c) Further, the Contractor hereby agrees and undertakes to indemnify the Owner from any loss or damage or death arising out of Architect's instructions by ensuring that the insurance policy taken out under this clause covers this contingency CAR Policy (Contractor All risk Policy)

d) The Contractor shall submit certificates to the Owner giving evidence that he is fully insured against claims for death, bodily injury and property damage in connection with his operations under this contract for any reasons whatsoever including acts of nature.

e) The Contractor shall obtain a written certificate of similar insurance from all his sub-Contractors and hereby assumes responsibility for any claims or losses to the Owner resulting from the failure of any of the Sub-Contractors and hereby assumes responsibility for any claims or losses to the Owner

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Resulting from the failure of any of the Sub-Contractors to obtain adequate insurance protection in connection with their work in this project.

f) The Contractor shall not proceed with the work until he has received in writing from the owner, approval of the certificates of insurance required by the preceding paragraph. Advance payment to the contractor shall only be released once the contractor provides the premium paid receipt from the Insurance Company.

g) These certificates shall be fully executed and shall state that policies cannot be cancelled until 10 (ten) days after written notification of such intent of cancellation has been given to the owner. All policies shall be with insurance companies acceptable to the owner.

h) The Contractor shall be responsible for anything which may be excluded from the insurance policies above referred to and also for all other damages to any property arising out of and incidental to his carrying out the contract in a negligent and defective manner. He shall also indemnify the Owner in respect of any costs, charges or expenses arising out of any claims or proceedings and also in respect of any award of / or compensation of damage arising there from.

i) The Owner shall be at liberty to and is hereby empowered to deduct any costs, charges, and expenses arising or accruing from or in respect of any such claim or damage from any sum or sums due to or becoming due to the Contractor.

j) The Contractor shall continuously maintain adequate protection of all his work, materials and equipment from damages, destruction or loss and shall protect the Owners properly from injury arising in connections with his contract.

k) The Contractor shall cover up and protect the works from the weather and suspend all operations during adverse weather conditions, which in Architect opinion will be detrimental to the works. In default the contractor shall make any such damage, destruction, loss or injury.

l) When so ordered by the Architect, the Contractor shall suspend any work that may be subjected to damage by climatic conditions.

m) As per clause-16 labour regulations (1) the Contractor shall provide toilet facility to the labours, staffs by constructing temporary bath rooms, after consulting with Architect at his own cost and same to be cleaned daily by appointing a sweeper, which shall be removed after completion of the contract.

n) Keeping in view of security, no extra person will be entertained and allowed to the construction site, and without identity card, certified by Architect. Contractor has to issue these cards for labours, staffs, and visitors, at his own (contractor) expenses and should appoint day and night guards as per labour regulations-16. .

o) Temporary fence is to be constructed if necessary as per direction and instruction of the Architect and to be removed after completion of contract and site should be cleared.

## **16 LABOUR REGULATIONS**

a) The Contractor shall pay to the labour engaged by him the wages, not less than the minimum wages fixed under the law of the place.

b) The Contractor shall have no claim whatsoever on account of his paying wages higher than the minimum wages for any reason whatsoever.

c) The Contractor shall be wholly and solely responsible for full compliance with the provisions under all labour laws and/or regulations such as payment of wages Act 1936, Minimum Wages Act 1948, Employees Liability Act 1938, Workmen's Compensation Act 1923, Industrial Dispute Act 1947 and Maternity Benefit Act 1961, or any modifications thereof or any other law relating thereto and rules made there under from time to time.

d) Contractor should get labour license issued from the local authority.

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e) Safety Code: The Contractor shall at his own cost arrange for the safety provisions stipulated by Government or the authorities or as required by the Architect owner in respect of all Labour directly or indirectly employed for performance of the works and shall provide all facilities in connection therewith. In case the Contractor fails to make arrangements and provide necessary facilities as aforesaid, the Owner shall be entitled to do so and recover the cost there of from the contractor. The contractor should ensure that all workers will wear helmets and safety hooks during the execution of works and stay at site premises.

f) The Contractor shall not employ any child as per the provisions of the Government of India. If female is engaged, the Contractor shall make necessary provision at his own expense for safeguarding shelter and care of small children and keeping them clear of the site. No Labour shall reside within the site except authorized guards.

g) Contractor should furnish documents relating to payments made to the laborers /sub-contractors if asked by the owner/Architect.

#### **16. ASSIGNMENT AND SUB-LETTING**

The Contractor shall not without the written consent of the Owner assign this contract or sub-let the work. Any permission to sublet the work shall not absolve the Contractor from any liability under this contract.

#### **17. CO-ORDINATION OF WORK**

At the commencement of work and from time to time, the Contractor shall confer with other contractors, sub-contractors, and persons engaged with the Architect for the purpose of the co-ordination, and execution of the various phases of work. The Contractor shall ascertain from the other Contractors, sub-Contractors and persons

engaged in separate contracts, in connection with the works the extent of all chasing, cutting and forming of all openings holes grooves etc, as may be required to accommodate the various services. The Contractor shall ascertain the routes of all services and the positions of all floor and wall outlets, traps etc., in connection with the installation of plan, services and arrange for the construction of work accordingly. The breaking and cutting of completed work broken or patched work without first ascertaining that the broken surface is adequately reinforced to receive and hold the future work. Work broken without authorization will be subject to replacement at the direction at the direction of the Architect.

#### **18. PROGRESS PAYMENTS**

a) Unless otherwise provided in the contract, and subject to these conditions, the Contractor shall from time to time, be entitled to receive payment on the basis of actual work executed, approved and certified by the J.E. compliance with specifications and acceptability, subject to deductions hereinafter mentioned. The Contractor shall submit bills (three copies), prepared in accordance with acceptable norms duly supported by actual measurements and duly verified jointly by the J.E. provided that the value of the bill is not less than the minimum value stipulated in Appendix A. If the bill value is less than the value specified in Appendix A, such bills will not be considered. From every intermediate bill, the Owner shall retain a sum of ten percent (10%) of the value of the work done and any other statutory deduction. Out of the total retention money half the amount shall be released after six month of virtual completion and balance after completion of defects liability period. This amount may also be released one month after virtual completion if the contractor with validity period of defect liability period submits Bank Guarantee of equivalent sum. No interest shall be due to the Contractor for sums retained by the Owner. All intermediate payments do not imply acceptance and final payment being subject to all clauses of this contract. The final bill shall be submitted by the contractor within two weeks of the date of virtual completion of work, failing which the measurements of work taken by the Architect shall be considered final and binding on the contractor unless objected within one month of their being recorded in the measurement books.

#### **19. VARIATION IN MATERIALS COST AND WAGE RATES**

The Contract rates shall be deemed to fully cover for all fluctuations in prices of materials, duties, taxes, Labour wages etc, and any claim for extras on such account by the contractor shall not be entertained.

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## 20. EXTRAS AND VARIATIONS

If at any time whilst the works are in hand it shall be deemed expedient by the Owner, on the advice of the Architects, to order materials or work of different description from that specified or to alter their situation or vary of form or dimensions of the works, or of any part thereof or to make variation or to substitute one class of work from another, the Architects shall have full power to do so. The work involved in any such variations and additions shall be executed by the Contractor; and no such variations or additions shall in any way annul this contract, or extend the completion time but paid for, or deducted upon approval by the Architects, from the account of the Contractor, as the case may require according to the rates set out in the Bill of Quantities.

a) If any portion of the work so ordered to be done shall not be in the opinion of the Architect of the same value or class of work provided for in the Bill of Quantities, the same shall be executed by the Contractor at rates computed in the following manner. The rates for such items of work not included in the contract shall be computed as per the “**Basic Schedule of Rates-2019**” issued by Public Works Department, GOVT of Rajasthan Ajmer Circle. If, however such items are neither covered by BSR than the item shall be computed on the basis of estimated quantities of materials and Labour and prevailing costs of materials and labors involved in the work and fifteen percent (15%) added towards establishment, tools/ plant, overheads and profit. The rates so derived shall be subject to the satisfaction and approval of the Architect / Owner.

b) Before any work, or work of an altered value or class is undertaken by the contractor, he shall procure an order in writing from the project engineer based upon the recommendation of the architect for carrying out such extras or variations unless he produces, if asked to do so, the written order for the same, as aforesaid, and he shall not be entitled to plead that the Architects omitted to provide such written order, as it is to be distinctly understood that the responsibility for obtaining such order, shall be with the Contractor.

c) The Contractor shall not be entitled to any other rates than the rates set out in the Bill of quantities on any plea that the work was in a different position, or of a different class from, or in a difficult position that shown on the plan or described in the specifications or Bill of Quantities unless an agreement entitling him to payment at other than the rates set out in the Bill of Quantities shall have been previously made and signed by the Owner and the Contractor.

## 21. PAYMENTS WITHHELD

The Architect/Engineer may cause to withhold on account of subsequently discovered evidence, cause to nullify the whole or part of any certificate to such extent as may be necessary to protect the Owner from loss on account of:

a) Defective work not remedied.

b) Failure of the Contractor to make payments properly to Sub-Contractors or for materials or Labour or equipment.

c) Damage to another Contractor or Sub-Contractor's work

d) At reasonable doubts that the contract cannot be completed from the balance unpaid

e) A reasonable doubt that the Contractor intends to leave work items incomplete

f) Failure to provide samples, shop drawings, models or charts as called for,

g) Failure to honors the clauses of the agreement

## 22. CONTRACT SUPERVISION

The Contractor shall provide full and adequate supervision during the progress of the works and shall keep a competent and authorized project engineer with a minimum of 5 years of experience for this

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project constantly on the works. Such authorized Engineer must be able to receive and act upon all instructions, directions or orders given by Architect / his representatives.

**23. MATERIAL AND WORKMANSHIP**

a) All materials to be incorporated in the works shall be new and marked ISI. Materials, equipment and workmanship are to be of the best quality of the specified type and to the entire satisfaction of the J.E. The Contractor shall immediately remove from the premises any materials, equipment and/or workmanship, which in the opinion of the Architect/his representative, are defective or unsuitable and shall substitute proper materials, equipment, and / or workmanship at his own cost

'The term approval used in connection with this contract shall mean the approval of the J.E. In case of non-compliance of the instructions, as action as deemed fit under the clauses of the agreement shall be taken.

b) The Contractor, shall, if required, submit satisfactory evidence as to the kind and quality of materials and equipment

c) Where special makes or brand are called for in the schedule they are mentioned as standard. Other makes or brands of equal quality may be used provided approval is first obtained in writing from the Owner. Unless substitutions are requested and approved in writing no deviation from the Specifications will be permitted. In case it is noticed at latter stage that deviations have been made 'without prior approval of Owner, contractor has to redo the work again as per specification without any extra cost to owner.

d) The contractor shall indicate and submit written evidence of those materials or equipment called for in the specifications that are not obtainable for installation in the building within the time limit of the contract.

e) Failure to indicate the above within one week after signing of the Contract will be deemed sufficient cause for the denial of the request for the extension of the contract time because of the same.

f) All materials and equipment shall be delivered so as to ensure a speedy and un-interrupted progress of the work. It shall be stored without any obstructions as well as over loading or any portion of the structure, and the Contractor shall be entirely responsible for damage or loss to the materials by weather or other causes. Materials shall be stored in orderly manner and protected against damage by dilution or any cause whatsoever. When required, materials shall be stacked, stored or arranged as directed by the Architect

g) Immediately after the award of the contract, the contractor shall submit for approval to the J.E, a complete list of all materials and equipments he and his sub-contractors propose to use in the work, of definite brand or make, which differs in any respect from those specified, and also the particular brand of any articles where more than one is specified as standard. He shall also list items not specially mentioned in the specifications but which are necessary for the completion of the work.

h) The Contractor shall employ the right kind of workmen, jigs, tools and equipment to fabricate and install all materials and equipment, whether locally purchased or imported and whether provided by the Owner or Contractor, without any damage and in accordance with the manufacturer's instructions and manuals,

i) Inspection: All materials equipment and workmanship shall be subject to inspection and test by The Architect / J.E. at any and all times during manufacture/ construction. The Architect shall have the right to reject defective materials, equipment and workmanship and the Contractor shall promptly segregate and remove the rejected materials and equipment from the premises without any charge to owner. If the Contractor fails to proceed at once with the replacement of rejected materials/ or the correction of defective workmanship, the owner will replace such materials and equipment and/or correct bad workmanship and charge the cost thereof to the contractor or may terminate the right of the Contractor.

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



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j) Testing: All tests shall be conducted in a manner and through an organization selected by the Architect/J.E., the Contractor shall arrange for such test and shall also bear all expenses in connection therewith.

**24. DEDUCTIONS FOR UNCORRECTED WORK**

If the J.E. deems it in expedient to correct the damaged work or the work not done in accordance with the contract, an equitable deduction shall be made from the contract price mentioned by the J.E. shall be final.

**25. CORRECTION WORK BEFORE FINAL PAYMENT**

a) The JE shall conduct pre-final inspection just before the virtual completion of the work and prepare a list of sub-standard materials, equipment and detective work which fail to conform to the contract specifications. The contractor shall promptly replace the item mentioned in the list and shall bear the cost for making good all work of other contractors, destroyed or damaged by such replacement or removal.

b) If the Contractor fails to remove and replace above rejected materials, equipment and/or bad workmanship within a reasonable time, fixed by written notice, the Owner may employ and pay other persons to amend and make good such defects and the expenses consequent thereto shall be recovered from any amount due or which may become to the contractor. Decision of the owner will be final.

**26. VIRTUAL COMPLETION**

a) The work shall be considered as virtually completed only upon fulfillment of the procedure laid down in the clause above and when the Architect and the Owner have certified in writing that the work has been virtually completed. The defects liability period shall commence from the date of such certificate.

b) Should the owner decide to occupy the portion of a building before the contract is completed, the same shall not constitute an acceptance of any part of the work unless so stated in writing by the Architect / J.E.

**26. DEFECTS**

a) The Contractor shall make good at his own cost and to the satisfaction of the J.E., all defects which in the opinion of the J.E., is not in accordance with the drawings or specifications, or Bill of quantities or as per instruction of the J.E., which may appear within six months after completion of work. Defects shall mean non-conformity, as determined by the J.E., of completed work / materials supplied, with the requirements laid down in the drawings, specifications, Bill of Quantities and other documents forming the part of the contract. In case of failure on part of the contractor same shall be rectified on risk and cost of the contractor and decision of the Owner will be final and binding.

b) Maintenance during Defects Liability period: The Contractor shall provide and maintain adequate staff and Labour at his sown expense to attend to defects arising in the works during the defects liability period. He shall attend to the defects pointed out to him expeditiously. Failure to attend the defects shall be taken as breach of contract and action as per clause of contract be taken.

**27. ARCHITECT'S STATUS AND DECISIONS**

a) Status: The Architect (Mayo College) shall have general supervision and direction for the work. He is authority to stop the work whenever such stoppage may be necessary to ensure the proper execution of the work. The Architect shall be the interpreter of the Conditions of Contract and the judges of its performance.

b) Decisions: The Architect/ J.E.(Mayo College) shall, within a reasonable time, make decisions on all claims of the contractor and all other matters related to the executing and progress of the work or the

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interpretation of the contract documents. The decision, opinion, direction of the Architect & J.E. with respect to all or any of the following matters shall be full and final without appeal:

- Variation of modifications of the design.
- The Quality or quantity of works or the additions of omission or substitution of any work.
- Any discrepancy in the Drawings or between the Drawings and/or Specifications.
- The removal and / or re-execution of any works by the contractor
- The dismissal from the works of any persons employed thereon.
- The opening up for inspection of any work covered up
- The amending and making good of any defects under defects liability period
- Materials and workmanship
- The contractor to provide everything necessary for the proper execution of the work
- Provided that any action under the above clauses is subject to the approval of the Owner, of the variation has any financial implications.

c) Dismissal: The contractor shall on the report of the architect immediately dismiss from the works any person employed thereon by him who may, in the opinion of the architect or the Owner, be incompetent or misconduct's himself, and such person shall not be employed on the works without the permission of the architect or the owner.

## 28. ACCESS TO THE WORKS

Access for Owner and Architects to the works: The owner and the architect and their representatives shall at all reasonable time have access to the works and to the work shop's or other places of the contractor, where work is being prepared for the contract, and when work is to be prepared in work shop's or other places of the sub-contractors, the contractor shall be a term in the sub-contract, contractor as far as possible, secure a right to access to those workshops or places for the owner, the Architect and their representatives and shall take all things reasonable necessary to make such right effective.

## 29 INDIAN STANDARDS

A reference made to any Indian Standard Specifications in these documents shall imply reference to the latest of that standard, including such revision / amendments as may be issued by the Indian Standard Institution during the tendency of the contract and the corresponding clauses/s herein shall hold valid in place of those referred to an. ISI shall also mean its successor Bureau of Indian Standards

## 30. PROTECTION AND CLEANING

a) The Contractor shall protect and preserve the works from all damage or accident by providing suitable and adequate measures as required by the Architect. The Architect may direct such due to failure to provide adequate protection

b) The Contractor shall properly clean the work as it progresses and shall promptly remove all rubbish and debris from the site from time to time as is necessary and as directed. On completion, the Contractor shall ensure that the premises- and/or site are cleaned and surplus materials, debris, sheds, etc. are removed so that the whole site is left fit for immediate use and to the satisfaction of the owner.

c) Fire Precautions: The contractor shall take all necessary precautions to prevent risk of fire and shall provide fire-fighting equipment for dealing with localized fires that may arise. All cutting equipment and other items of plant fuel and equipment subject to fire hazard must be safely and securely stored when not in use; the contractor shall ensure that no materials are burned on site.

## 31. FORCE MAJEURE

a) The right of the contractor to proceed with the work shall not be terminated because of any delay in completion of the work due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor including but not limited to acts of God, or of the public enemy, restraints by Governing States, fires, floods, unusually severe weather.

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b) If the Contractor is prevented from performance of the Contract for a period. in excess of thirty (30) consecutive days because of a Force Major, the Owner may terminate this contract by fifteen (15) days written notice and delivered to the contractor. In the event of this contract is so terminated, the Contractor shall be paid all costs actually incurred (this costs shall not include any other expenses occurred by the contractor towards the maintenance of his establishments etc) for the work executed up to the date of termination. Failure to agree on an equitable adjustment shall be deemed as a dispute.

### **32. TERMINATION OF THE CONTRACT BY THE OWNER**

If the Contractor shall be adjudged bankrupt or if he should make a general assignment for the benefit of his creditors, or if a receiver shall be appointed on account of his insolvency or if he should persistently or repeatedly refuse to carry on the work diligently or shall fail, except incase for which extension of time, is provided, to supply enough properly skilled workmen or proper materials or equipment, or persistently disregard laws, ordinances, or instruction of the Architect or otherwise be guilty of breach of the contract, or has suspended the works then the Owner upon the recommendation of the Architect, that sufficient cause exists to justify such action, may without prejudice to any other right or remedy and after giving the Contractor seven days notice in writing, terminate the employment of the Contractor and take possession of the premises and of all materials, equipment and appliances thereon and. finish the work by whatever method he may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the amount due to the contractor for the work carried out by him as per the contract terms shall exceed the expense of finishing the work including compensation for additional management and administrative services such excess shall be paid to the contractor. If otherwise, the Contractor shall pay the difference to the Owner. The expense incurred by the Owner and the architect shall certify the damage incurred, through the Contractor's fault, and his decision in this matter shall be final and binding on the Contractor.

### **33. ENTRY TO SITE**

It is hereby expressly declared that the entry of the Contractor (s) on the site will be merely as a license for carrying out the works under this agreement, and they shall not by his/their being allowed such entry on the premises acquire any right, lien or interest either in the works carried out by them under the agreement or attached thereto and their claim will only be in the nature of money found payable to them in accordance with the provisions contained herein

### **34. SETTLEMENT OF DISPUTES**

All disputes and differences of any kind whatever arising out of or in connection with the contract or the carrying out of the works (whether during the progress of the works or after their completion, and whether before and after the determination, abandonment or breach of the Contract shall be referred to and settled by the Architect who shall state his decisions in writing. Such decision may be in the form of final certificate or otherwise. The decisions of the Architect with respect to any or all of the following matters shall be final and without appeal:

- a) The variation or modifications of the design
- b) The quality or quantity of works or the addition or omission or substitution of any work
- c) Any discrepancy in the Drawings or between the Drawings and/or omission or substitution of any work
- d) The removal and/ or re-execution of any work executed by the Contractor
- e) The dismissal from the works of any person employed thereupon
- f) The opening up for inspection any work covered up
- g) The amending and making good of any defects under defects liability period
- h) Acceptability of materials equipment and workmanship
- i) Materials, Labour, tools and equipment necessary for the proper execution of work.

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j) Assignment & sub-letting

k) Delay and extension of time.

l) Termination of contract by the Owner

m) Unsatisfactory progress of work.

n) But if either the Owner or the Contractor be dis-satisfied with the decision of the Architect on any matter, question or dispute of any kind except the matters listed above, then and in any such case either party (the Owner or the Contractor) may within twenty eight days, after receiving notice of such decisions, give a written notice to other party through the Architect requiring that such matters which are in dispute or difference for which such written notice has been given is hereby referred to as the arbitration and final decision of a single Arbitrator being a person who is a Chartered Engineer/Chartered Architect/Chartered Surveyor (Building and Quantities) to be agreed upon and appointed by both the parties or in the case of disagreement as to the appointment of a single arbitrator to the arbitration of two Arbitrators both being persons who are Chartered Engineer /Chartered Architect / Chartered Surveyors (Building and Quantities), one to be appointed by such Arbitrators, shall, before taking upon themselves the burden of reference appoint an umpire, who must also be a Chartered Engineer/Chartered Architect/ Chartered Surveyor as described earlier.

o) The Arbitrator, the Arbitrators or the Umpire shall have the power to open up, review and issue certificate opinion, decision, reacquisition or notice pertaining to the matters referred to them, upon every or any such references the cost of incidental to the reference and award respectively be at the discretion of the Arbitrator or Arbitrators or the Umpire shall be final and binding, on both the parties. The owner and the Contractor hereby also agree that the arbitration under this clause shall be a condition precedent to any right of action under the contract. The venue of arbitration hearings shall be Ajmer. In all cases where the amount of award is Rs 50,000/- and above the Arbitrator shall give reason for the award.

**35. JURISDICTION**

All matters arising out of or in any way connected with this agreement shall be deemed to have arisen in Ajmer and only the courts in Ajmer shall have jurisdiction to determine the same.

36. The Principal Mayo College reserves the rights to award the contract to any contractor regardless of the rates quoted by the contractor; any or all tenders may be rejected at the sole discretion of the Principal Mayo College Ajmer.

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**SPECIAL CONDITIONS**

1. The forwarding letter and notice inviting tenders shall form part of the contract.
2. The contractor has to fully understand that the reroofing of building which in this case is **Construction and renovation of facilities for staff and student in Mayo College Ajmer** needs utmost care in protecting the nature of the building. The contractor will make good any damage to the building caused by him during the execution of the works. Also any damage done by the Contractor to the building work etc. or ground surface, drains, sewerage, existing available drainage system pipeline etc. will be made good by the contractor at his own cost.
3. Royalty, Octroi, Terminal Taxes, Sales Tax, Works Contract Tax, Excise duty, Turn over tax, VAT etc at prevailing rates shall have to be paid and borne by the contractor on all the materials collected by him for the execution of the works to the revenue authorities of State Governments etc and work/ sub-works executed
4. The Works Contract Tax, Income tax as specified will be deducted at source as per Govt. notifications/ regulations
5. On a periodic interval and on completion of the work (up to the handover) all the areas should be cleaned and protected and debris / rubbish disposed to a location as directed by the Architect. All floors, doors, windows, surface etc. shall be cleaned in manner which will render the work acceptable to Mayo College, Ajmer. No extra payment will be made on this account.
6. No compensation shall be paid to the contractor for any damage caused by rain, wind storm or floods to the work or to the material collected for the execution of work. He will make good all such damages at his own cost and no claim on this account will be entertained.
7. The Contractor will give all facilities at his own cost to the Architect & Owner, their engineers and representative for proper execution of the work including access to the site, inspection of all materials, works and measurements of quantities, necessary arrangement for site meeting etc. and shall work to their entire satisfaction. Contractor will provide at his own cost site office for the project management team of Architect / Owner with at least 4 nos. of chairs, 2 nos of tables and a lockable document storage cabinet as directed.
8. Site order book will be kept at the site in which instructions shall be recorded by the owner / Architect and their representative. The contractor or his authorized agent shall sign the order book to acknowledge the instructions in all events and their compliance. Contractor should go through the site order book daily & details report on the action taken against instructions noted done by Architects / his representative should be submitted every week.
11. All verbal instruction given by the Architect ( in site order book) will be considered as acted upon but the contractor should confirm the same in writing within 7 days from the date of such instruction falling which, it may not be accounted for in approved bills of the work.
12. The contractor will indemnify the Owner against all structural damages cause by his negligence, non – confirming use of partially completed structures, non compliance of specifications, like removing the shuttering prior to due date or use of faulty material at work. Under such circumstances the contractor under written orders of the Architect shall rectify and break all the damaged work at his own cost and rectify the same for which no extra payment will be made. The Architect may deduct reasonably.
13. The Contractor shall ensure that he has a valid license and is registered under Contract – Labour (Regulation and Abolition Act 1970) and that workmen employed by him for execution of works are suitably covered under workmen compensation act and that all liabilities arising out of the said Acts and **ESI, P.F.** and other legislative enactment applicable to such works and workmen shall be to the contractors account. The contractor will ensure that the prevalent labour laws and the minimum labour wages etc. (as applicable in the state) are followed and shall indemnify the Owners from any claims of this nature whatsoever, during the course of the subject works. The contract shall also indemnify and keep the owner harmless against any claims, demands, actions, or proceedings that may be made or adopted against the owners or that may be suffered by the owners by reason of anything done by the Contractor pursuant to any work done by him in execution of the said work.

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14. The employer shall have the right to occupy the building in parts as and when such parts are completed and declared fit for occupation by the architect. The contractor shall have to complete the work of those areas on priority in consultation with the architect and hand over the same without affecting any of the clauses of the contract agreement. The architect as per the conditions of contract before such occupation shall give completion certificate for the work.
15. The contractor is expected to have read the specification and I.S Code which will be applicable to the work and with up to date correction slips.
16. Any extra item beyond the tender shall not be executed before the written approval of the Owner (In spite of its being mentioned in the drawing / verbal instructions)
17. On acceptance of the tender, the name of the accredited representative of the contractor, who would be responsible for taking instruction from the Architect / Owner, shall be communicated in writing to the owner / Architect.
18. The Deviation limits: The quantities of any item here forth mentioned in the Bill of Quantities are liable to vary (increase or decrease) up to any extent and can be deleted or added as per Architect instructions. The contractor shall not have any extra claim whatsoever on these varied quantities. This clause shall supersede all other clauses appearing at other places regarding the deviation limit.
19. If the materials of the approved make are not used in the work, such work shall be rightly rejected and not paid for at all.
20. Recovery for the materials issued to the contractor: The cost of material issued to the contractor will be recovered from the bills submitted by the contractor.
21. The Contractor shall bear all the incidental charges for cartage, storage and safe custody of materials issued by the owner against damage due to sun, rain dampness, fire, theft etc.
22. The contractor will be required to obtain Photo Gate pass from the Owner for the individuals working under him after furnishing all the relevant particulars like name, address, fathers name etc. Any attempt of impersonification will be viewed seriously and suitable disciplinary action taken.
23. Approved Equal: "Approved equal "shall mean an alternative product / service approved by the Architect / Owner as equivalent to that specified in the contract documents.
24. Shop drawings: After the award of contract the contractor shall furnish for the approval of the Architect / Owner, samples and shop drawings required by the specifications or by the Architect / Owner. Samples shall be delivered as directed by the Architect / Owner. The Contractor shall prepare execution drawings for all electrical services which shall include lighting, power, telephone distribution boards etc and carry out the work after the approval of above drawings. No extra payment is due to the contractor for preparation of any samples / execution drawings.
25. Completion Drawings: The Contractor while handing over the installation shall submit 3 sets of completion drawings. The drawings shall show all the light points, power points, cable route GI, CI, PVC, UPVC, all plumbing points layout etc. and also the contractor should submit a schematic diagram for the entire electrical, plumbing & sanitary installation.
26. Payment to Sub Contractor: Incase the contractor fails to make necessary payments to the sub contractor for the work carried out by them, the employer can pay to such sub contractor direct up on the certificate of the consultant all payment to deducted by way of set off the amount so paid by the Employer from any sums due or which may become due from the Employer to the Contractor.
27. Final payment to be made only after complete cleaning of site in all aspects.

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LIST OF APPROVED MAKES OF MATERIALS

1.	Chlorpyriphios	-	DE-NOCIL, Cynamide
2.	Structural Sealant	-	Wacker, Dow Corning, GE
3.	Structural Steel	-	TATA. SAIL, RATHI
4.	Reinforcement Steel (TMT (FE 415 Grade)	-	TATA, SAIL, RATHI
5.	M.S. Pipe, Tubes, Bar, Flats, Angle, Tee Sections	-	TATA, SAIL, ARUN
6.	Cement (OPC)	-	JK Super, JK Laxmi, Wonder, Birla Uttam,,Birla Chetak / Ultratech
7.	Sand	-	Banas, Shopur,
8.	Grit	-	Nasirabad
9.	Bricks	-	SSB/VBC/JBC
10.	Stone	-	Local (Dumada, Sri Nagar, Gagwana)
11.	Tiles	-	Kajaria, Sommani Johnson (1 <sup>st</sup> Quality)
12.	Wood	-	Sal ,Teak 2 <sup>nd</sup> Class
13.	Fitting	-	S.S.
14.	Sand Stone	-	Dholpur Beige/Jodhpur Beige
15.	Marble	-	Kasaria Green, Jasalmer Yellow, Rajnagar
16.	Granite	-	Jhansi Red, Jhunjhunu Red, South Black
17.	Wall Putty	-	Birla J K,
18.	Aluminum	-	Jindal / Hindalco
19.	Glass Panes	-	Saint Goben, Modi, Tata, Asi
20.	Concrete admixture	-	Fosroc/ Cico.
21.	Polysulphide sealant	-	Pidilite, Chemetall-Rai
22.	Bitumen Impregnated Board	-	Shalitek or approved equivalent
23.	Polyethylene back up rod	-	Supreme Ind. Ltd. or approved equivalent
24.	PVC water stops	-	Fixopan / Sintex
25.	White Cement	-	Birla, J.K

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- |     |                                      |   |                                     |
|-----|--------------------------------------|---|-------------------------------------|
| 26. | Water proofing compound              | - | Sika or approved equivalent         |
| 27. | Shuttering Ply                       | - | Jyoti Ply, Archid, Merino           |
| 28. | APP Polymeric Polyethylene Felt      | - | 'PIDILITE' or approved equivalent   |
| 29. | Expanded Polystyrene<br>(Thermocole) | - | Beardshell or approved equivalent   |
| 30. | Extruded Polystyrene                 | - | Iso board ND or approved equivalent |
| 31. | Hessian Based Felt                   | - | 'BITUMAT' or approved equivalent    |

**Note:** In the List of recommended above, out of makes mentioned in the list, only 1<sup>st</sup> make shall be quoted for and used. However if due to non-availability or any other technical reasons, the alternative make is allowed, it shall be subject to price adjustment.



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SANITARY AND PLUMBING

LIST OF APPROVED MATERIAL

S.	Description	APPROVED MARK
1	Sanitary ware	Hindware/Parryware
2	Concealed Cisterns	Hindware/Parryware
3	C.P. Fittings	Jaquar Continental
4	Cockroch Traps	Chilly/Neer/ Yking
5	UPVC Pipes & Fittings SWR Type B	Supreme/Prince/Astral
6	UPVC Pipes & Fittings Agriculture	IS 4985 Supreme
7	Manhole Covers & Frame SFRC	KK Manholes
8	CPVC Pipes & Fittings up to 50 mm dia	ASTRUL/Ashirvad/Ajay
9	CPVC Pipes & Fittings above 50 mm dia	ASTRUL/Ashirvad/Ajay Schedule 40
10	CPVC Valves up to 50 mm Dia	ASTRUL/Ashirvad/Ajay
11	Valves above 50 mm Dia	Korsan schedule 40
12	G.I. Pipes	Jindal class B
13	G.I. Fittings	Unik
14	S.S. Sink	Nirali/Jaina
16	Pump	Kirloskar/KSB
17	N.R.V.& Butter Fly Valve	Advance/Audco
18	R.C.C.	PERGITY/JAIN/K.K.
19	S.F.R.C.MH.COVER	K.K.& PERGITY

TENDER FOR CONSTRUCTION AND RENOVATION OF FACILITIES FOR STAFF AND STUDENTS IN MAY COLLEGE AJMER

LIST OF APPROVED MANUFACTURES/MAKES -ELECTRICAL

- |   |   |   |
|---|---|---|
| 1 | PVC Insulated copper wire for internal wiring.            | a)Havel's<br>b)Anchor<br>c)Standard<br>d)Rallision<br>e)R.R. Cables<br>f) Polycab |
| 2 | PVC Insulated copper/Al power cables (Armoured)           | a)Havel's<br>b)Polycab<br>c)Rallision   |
| 3 | Telephone Cables  | a)Delton<br>b)Skyline<br>c)Anchor<br>d)R.R.Cables<br>e)Phinolex                   |
| 4 | Plate type switches &socket and other wiring accessories. | a)Anchor<br>b)SSK<br>C)Rider  |
| 5 | Miniature Circuit Breakers and Isolators                  | a)Havel's<br>b)Indokoop<br>c)Standard   |
| 6 | ELCB/RCCB   | a)Havel's<br>b)Indokoop<br>c)Standard   |
| 7 | P.V.C. Conduit, Junction Box and other accessories.       | a)Diamond<br>b)Prince<br>c)Avon kota<br>d)Mayoor<br>e)Kumar                       |