TENDER DOCUMENT

NEW MANGALORE PORT AUTHORITY

CIVIL ENGINEERING DEPARTMENT

NIT No. CIVIL/CE(C)/EE(C)/52/2023-24

E-Tender Event No.2023_NMPT_784381_1

Tender for

"CONSTRUCTION OF CIVIL STRUCTURE FOR PROVIDING WATER COOLER NEAR NEW SHED NO.1 & 2"

THROUGH E-TENDERING MODE

Tender Amount	**:**	**Rs.366625/-**
E.M.D.	**:**	**Rs.8700/-**
Tender Fee	**:**	**Rs.560/-(Including GST @ 12%)**

TENDER DOCUMENT

NEW MANGALORE PORT AUTHORITY

CIVIL ENGINEERING DEPARTMENT

Tender for

"CONSTRUCTION OF CIVIL STRUCTURE FOR PROVIDING WATER COOLER NEAR NEW SHED NO.1 & 2"

Volume - 1

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NEW MANGALORE PORT AUTHORITY

PANAMBUR, MANGALORE -575010

CIVIL ENGINEERING DEPARTMENT

NIT No: CIVIL/CE(C)/EE(C)/52/2023-24 Date:18-12-2023

TENDER ID: 2023_NMPT_784381_1

i) NOTICE INVITING TENDER

(Through E-Procurement only)

E-Tenders are invited by New Mangalore Port Authority, Panambur, Mangalore-575010 through https://www.eprocure.gov.in/eprocure/app of CPP portal from the Contractor fulfilling the Minimum Eligibility Criteria stipulated in this notice in two cover bidding procedure for the work of "Construction of Civil Structure for providing water cooler near new shed no.1 & 2"

Minimum Eligibility Criteria:

a) The tenderers must have experience of having successfully completed *similar works during last 7 (seven) years ending last day of month previous to the one in which applications are invited shall be either of the following:-

At least Three similar completed works costing not less than the amount equal to Rs.1.47 lakhs each

or

At least Two similar completed works costing not less than the amount equal to Rs.1.84 lakhs each

or

At least One similar completed work costing not less than the amount equal to Rs.2.94 lakhs

Note1:*Similar work(s) means "**Any Civil construction works OR building renovation works**".

Note2: Documentary evidence for successful completion of the work shall be furnished along with work order and work completion certificate.

b) Average Financial turnover of the tenderer over the last three financial years 2020-21, 2021-22 and 2022-23 shall be at least Rs.1.10 lakhs.

The financial capacity of bidders would be evaluated considering the works in hand at NMPA. The port would award the work not exceeding the remaining financial capacity of the bidder. The financial capacity to be 3.33times of the average financial turnover of last three years of the bidder minus works in hand at NMPA. The bidder must fill the Annexure-6.

In case the average turnover is Rs.3.00 crores, the financial capacity of the contractor will considered as (3x3.333) Rs.10.00crores.

The turnover means sales/ contract receipts excluding taxes other income shall not be considered for calculation of turnover.

c) The tenderer shall submit a copy of valid ESI, PF registration certificates along with the tender.

Pertinent information is given in the following table:

i)	Estimated Amount put to Tender	Rs.366625/-
ii)	Earnest Money Deposit (EMD)	Rs.8700/- (Rupees Eight Thousand Seven Hundred Only.) The EMD shall be in the form of Insurance Surety Bonds, Account Payee Demand draft, Fixed Deposit Receipt, Bankers Cheque or shall be paid by RTGS in favour of F.A. & C.A.O., NMPA. Scanned copy should be uploaded along with bid. The benefit of Exemption of EMD to all Micro and small enterprises (MSE) will allowed. Shall upload with their offer, the proof of their being MSE registered with district industries center (DIC) or Khadhi and village industries commission or Khadhi and Industries board (KVIV) or Coir board or National Small Industries Corporation (NSIC) or Directorate of handicrafts and handlooms or Udyam Registration Certificate or any other body specified by Ministry of MSME.
iii)	Cost of Tender (Tender fee)	Rs. 560/- (Rupees Five Hundred Sixty Only) Payment of Tender fee by NEFT in favour of F.A. & C.A.O., NMPA. Scanned copy should be uploaded along with bid.

		The benefit of Exemption of Tender fee to Micro and small enterprises (MSE) will allowed. Shall upload with their offer, the proof of their being MSE registered with district industries center (DIC) or Khadhi and village industries commission or Khadhi and Industries board (KVIV) or Coir board or National Small Industries Corporation (NSIC) or Directorate of handicrafts and handlooms or Udyam Registration Certificate or any other body specified by Ministry of MSME.
iv)	Document download start date and time	18-12-2023 at 15.00 HRS
v)	Seek clarification start date and time	NA
vi)	Seek clarification end date and time	NA
vii)	Bid submission start date and time	01-01-2024 at 10.00 HRS
vii)	Bid submission closing date and time	08-01-2023 at 15.00 HRS
ix)	Date & time of opening of Cover -I : Technical Part - II : Financial	09-01-2023 at 15.30 HRS Shall be communicated separately.
x)	Completion period	3 (Three) Months (including monsoon)
xi)	Validity of Tender	120 days from the date of closing of online submission of e-tender.

Tenderer shall have to pay the prescribed cost of tender i.e., Rs.560/-(Rupees Five Hundred Sixty Only) by NEFT in favour of F.A. & C.A.O., NMPA.

NMPA Bank Details.

1. Name of the Bank: State Bank of India, Panambur, Mangalore - 575 010.
2. Bank A/C No. 10205649448
3. IFSC Code: SBIN0002249
4. MICR Code: 575002011

Contact Nos. 0824-2887306 and 0824-2407149

Email id: yogindra.s@nmpt.gov.in /chiefengineer@nmpt.gov.in

Amendments / further information etc. pertaining to the tender, if any shall be uploaded only on websites https://www.eprocure.gov.in/eprocure/app of CPP portal, may have to be referred by the prospective Tenderer from time to time.

-sd-

Executive Engineer (Civil)

NEW MANGALORE PORT AUTHORITY

PANAMBUR, MANGALORE -575010

NIT No: CIVIL/CE(C)/EE(C)/52/2023-24

E-Tender event No. 2023_NMPT_784381_1

ii) INSTRUCTIONS TO TENDERERS

A. Instructions for E-Tendering

INSTRUCTION TO E-TENDERING

1. SPECIAL INSTRUCTIONS TO THE BIDDERS FOR THE E-SUBMISSION OF THE BIDS ONLINE THROUGH THIS E-PROCUREMENT PORTAL

This is an e-procurement event of NMPA. The e-procurement service provider is https://www.eprocure.gov.in/eprocure/app of CPP portal. You are requested to read the terms & conditions of this tender before submitting your online tender. Tenderers who do not comply with the conditions with documentary proof (wherever required) will not qualify in the Tender.

1. Bidder should do Online Enrolment in the Portal using the option Click Here to Enroll available in the Home Page. Then the Digital Signature enrollment has to be done with the e-token, after logging into the portal.
2. Bidder then logs into the portal giving user id / password chosen during enrollment.
3. The e-token that is registered should be used by the bidder and should not be misused by others.
4. DSC once mapped to an account cannot be remapped to any other account. It can only be inactivated.
5. The Bidders can update well in advance, the documents such as certificates, purchase order details etc., under My Documents option and these can be selected as per tender requirements and then attached along with bid documents during bid submission. This will ensure lesser upload of bid documents.
6. After downloading / getting the tender schedules, the Bidder should go through them carefully and then submit the documents as per the tender document; otherwise, the bid will be rejected.
7. The BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for that tender. Bidders are allowed to enter the Bidder Name and Values only.

8. If there are any clarifications, this may be obtained online through the e-Procurement Portal, or through the contact details given in the tender document. Bidder should take into account of the corrigendum published before submitting the
9. bids online on the portal or on www.newmangaloreport.gov.in Bidder, in advance, should prepare the bid documents to be submitted as indicated in the tender schedule and they should be in PDF formats.
10. Bidder should arrange for the EMD and tender fee as specified in the tender. The benefit of Exemption of EMD to all Micro and small enterprises (MSE) will allowed. Bidder Shall upload with their offer, the proof of their being MSE registered with district industries center (DIC) or Khadhi and village industries commission or Khadhi and Industries board (KVIV) or Coir board or National Small Industries Corporation (NSIC) or Directorate of handicrafts and handlooms or Udyam Registration Certificate or any other body specified by Ministry of MSME will be considered. The bidder should read the terms and conditions and accepts the same to proceed further to submit the bids.
11. The bidder has to submit the tender document(s) online well in advance before the prescribed time to avoid any delay or problem during the bid submission process.
12. There is no limit on the size of the file uploaded at the server end. However, the upload is decided on the Memory available at the Client System as well as the Network bandwidth available at the client side at that point of time. In order to reduce the file size, bidders are suggested to scan the documents in 75-100 DPI so that the clarity is maintained and the size of file gets reduced. This will help in quick uploading even at very low bandwidth speeds.
13. It is important to note that, the bidder has to click on the Freeze Bid Button, to ensure that, he/she completes the Bid Submission Process. Bids, which are not frozen, are considered as Incomplete/Invalid bids and are not considered for evaluation purposes.
14. The Tender Inviting Authority (TIA) will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders due to local issues.
15. The bidder may submit the bid documents online mode only, through this portal. Offline documents will not be handled through this system.
16. At the time of freezing the bid, the e-Procurement system will give a successful bid updating message after uploading all the bid documents submitted and then a bid summary will be shown with the bid no., date & time of submission of the bid with

all other relevant details. The documents submitted by the bidders will be digitally signed using the e-token of the bidder and then submitted.

17. After the bid submission, the bid summary has to be printed and kept as an acknowledgement as a token of the submission of the bid. The bid
    Summary will act as a proof of bid submission for a tender floated and will also act as an entry point to participate in the bid opening event.
18. Successful bid submission from the system means, the bids as uploaded by the bidder is received and stored in the system. System does not certify for its correctness.
19. The bidder should see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected.
20. The time that is displayed from the server clock at the top of the tender Portal, will be valid for all actions of requesting bid submission, bid opening etc., in the e-Procurement portal. The Time followed in this portal is as per Indian Standard Time (IST) which is GMT+5:30. The bidders should adhere to this time during bid submission.
21. The bidders are requested to submit the bids through online e-Procurement system to the Tender Inviting Authority (TIA) well before the bid submission end date and time (as per Server System Clock).
22. Tender form Fee and EMD shall be submitted with the Part I- Technical BID. BID submitted without fees, as mentioned above will not be considered for evaluation and shall be rejected summarily the benefit of Exemption of EMD and tender fee to all Micro and small enterprises (MSE) registered with district industries center (DIC) or Khadhi and village industries commission or Khadhi and Industries board (KVIV) or Coir board or National Small Industries Corporation (NSIC) or Directorate of handicrafts and handlooms or any other body specified by Ministry of MSME, will be considered. The bidder shall upload with their offer, the proof of their being MSE.
23. The bidder/tenderer/contractor shall file the applicable returns with Tax departments in time and submit the same as documentary proof. The GST applicable shall be shown as a separate line items in the Tax invoices to avail in put credit to Port.

2. Cover – I Details (Technical)

The following documents shall be uploaded online only.

1. Scanned copy of NEFT Payment details for cost of tender / documentary evidence for exemption of tender fee.

2. Scanned copy of RTGS/NEFT Payment details for EMD/ documentary evidence for exemption of EMD.
3. Scanned copy of documents as per Annexure 1 to 13 of section I(iii) of volume-I (Original power of attorney i.e. Annexure 2 to be submitted by post or by hand immediately after the closing date for submission of online e-tender).
4. Scanned copy of valid PAN card, ESI, PF and GST Registration certificate.
5. List of Ongoing works in hand at NMPA should be indicated in the prescribed form.
6. Scanned copy of Form of Tender as per Section VI(iii) of volume -III
7. Technical bid document – Cover I (Volume I to Volume III) along with amendments and clarifications.

3. Cover – II Detail (Finance)

PRICE BID (Bill of Quantities)

Price should be quoted in the BOQ template available in the portal. The BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for that tender. Bidders are allowed to enter the Bidder Name and Values only.

Any indication of 'Quoted price' in the online technical bid documents shall lead to rejection of the bid outright.

The price bid submitted through e-portal mode only will be taken up for the purpose for evaluation.

4. Opening of bids

A. Part I Techno-Commercial bid will be opened electronically on specified date and time as given in the NIT. Bidder(s) can witness electronic opening of bid.

B. Part II Price bid will be opened electronically of only those bidder(s) whose Part I Techno-Commercial Bid is found to be Techno-Commercially acceptable by NMPA. Such bidder(s) will be intimated, the date of opening of Part II Price bid, through valid email confirmed by them.

Note: The tenderers are advised to offer their best possible rates. There would generally be no negotiations hence most competitive prices may be quoted while submitting the price bid. However in case the lowest rate appears to be reasonable taking into account the prevailing market conditions, the work may be awarded to the lowest bidder and if the rate is still considered high, action as per prevailing instructions / guidelines shall be taken. All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.

5. Evaluation process:

A proposal shall be considered responsive if –

a. It is received by the proposed Due Date and Time.
b. It is Digitally Signed.
c. It contains the information and documents as required in the Tender Document.
d. It contains information in formats specified in the Tender Document.
e. It mentions the validity period as set out in the document.
f. It provides the information in reasonable detail. The Port Authority reserves the right to determine whether the information has been provided in reasonable detail.
g. There are no significant inconsistencies between the proposal and the supporting documents.
h. The Technical qualification conforms to as specified in the qualification criteria.
i. A Tender that is substantially responsive is one that conforms to the preceding requirements without material deviation or reservation. A material deviation or reservation is one (1) which affects in any substantial way, the scope, quality, or performance of the Tenderer or (2) which limits in any substantial way, inconsistent with the Tender document, or (3) whose rectification would affect unfairly the competitive position of other Qualified Applicant presenting substantially responsive bids.
j. The Port Authority reserves the right to reject any tender which in its opinion is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Port Authority in respect of such Tenders.
k. The Port Authority would have the right to review the Technical Qualification and seek clarifications wherever necessary.
l. Since the tender involves selection based on pre-qualification criteria and technical specification, the Chief Engineer will examine and seek clarification if any and list out the firms, which are found technically suitable and Cover-II Price Bid of such tenderers only will be opened and EMD will be returned to the unsuccessful tenderers
m. The date and time will be intimated to tenderers whose offers are found suitable and Cover – II of such tenderers will be opened on the specified date and time
n. The cost of stamping Agreement must be borne by the successful Tenderer
o. The Fax/E-Mail offers will be treated as defective, invalid and rejected. Only detailed complete offers received through online prior to closing time and date of the tenders will be taken as valid.

B. Instructions to Tenderers (General)

1. Introduction:

This work essentially comprises of “Construction of Civil Structure for providing

water cooler near new shed no.1 & 2"

2. Applicants:

Contractors who wish to bid for the tender for the contract work should apply for the tender document. The successful bidder will be expected to complete the works by the intended completion date specified in the Contract document.

3. Invitation for Bids:

The online Invitation for Bids is open to all eligible bidders meeting the eligibility criteria. The bidders may submit bids for the works detailed in the NIT through e-tender mode only.

4. Purchase of Tender Documents:

Tender document can be downloaded from NMPA website www.newmangaloreport.gov.in,www.tender.gov.in&https://www.eprocure.gov.in/eprocure/app of CPP portal

5. One Bid per Bidder:

Each bidder shall submit only one bid for one package. Bidder who submits or participates in more than one Bid will cause all the proposals with the Bidder's participation to be disqualified.

6. Cost of Bidding:

The bidder shall bear all costs associated with the preparation and submission of his Bid, and the Employer will in no case be responsible and liable for those costs.

7. Site visit:

The Bidder, at the Bidder's own responsibility and risk is encouraged to visit and examine the work site and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for construction of the Works. The costs of visiting the site shall be at the Bidders' own expense.

8. Content of Bidding Documents:

Tender Document will consist of:

Volume I	Section I	Notice Inviting Tenders Instructions to Tenderers Annexure (1 to 13)
	Section II	Form of Agreement
	Section III	Conditions of Contract: Part A - E: General Conditions Conditions of Contract : Part F: Special Conditions

		Contract Data Form of Securities (A & B) Appendix – I and Appendix - II
Volume II	Section IV	Technical Specifications
	Section V	Drawings
Volume III	Section VI	Preamble Bill of Quantities For of tender
	Section VII	Schedules (A & B)

Any indication of "Quoted price" in the technical bid, shall lead to rejection of the bid outright. For evaluation purpose the uploaded offer documents will be treated as authentic and final. No hard copy shall be submitted, upload the entire document on the CPP portal only.

9. Clarification of the Bidding Documents:

The Tenderers are advised to examine the Tender Document carefully and if there be or appear to be any ambiguity or discrepancy in the documents, or any clarifications needed on the Tender Documents; these shall be referred to the Chief Engineer (Civil) in writing, so as to reach at least three days before start date of submission of bid. It is to be noted that queries asked after due date will not be answered. Employer's clarifications shall be furnished in the CPP e-portal or shall be issued a corrigendum in the web site after closing date of online pre-bid meeting without identifying the source.

A provision is made in the CPP e-portal for online pre-bid meeting during the date mentioned in the NIT. The bidders can ask queries if any during the period of pre-bid meeting through online. The queries of the bidders shall be answered online or a separate consolidated list of queries and clarifications shall be uploaded in web sites after closing date of online pre-bid meeting.

10. Amendment of Bidding Documents:

Any modification of the tender documents as a result of any ambiguity shall be shall be made exclusively through the issue of an Addendum. Any addendum thus issued shall be part of the tender documents and will be uploaded in CPP e-portal and Port website to all the bidders. Prospective

Bidders shall acknowledge receipt of each addendum to the Employer. Such addenda will be numbered and it shall be submitted by the Tenderers as part of Part I of their bid. The Addendum can also be downloaded from NMPA official website from 'Ongoing Project link'. The responsibility of downloading such

addendum / amendment from NMPA website and CPP e-portal fully lies with the bidder.

11. Preparation of bids:

All documents relating to the bid shall be in the English language.

12. Minimum Eligibility Criteria:

a) The tenderers must have experience of having successfully completed *similar works during last 7 (seven) years ending last day of month previous to the one in which applications are invited shall be either of the following:-

At least Three similar completed works costing not less than the amount equal to Rs.1.47 lakhs each

or

At least Two similar completed works costing not less than the amount equal to Rs.1.84 lakhs each

or

At least One similar completed works costing not less than the amount equal to Rs.2.94 lakhs

Note1:*Similar work(s) means "**Any Civil construction works OR building renovation works**".

Note2: Documentary evidence for successful completion of the work shall be furnished along with work order and work completion certificate

b) Average Financial turnover of the tenderer over the last three financial years 2020-21, 2021-22 and 2022-23 shall be at least Rs.1.10 lakhs.

The financial capacity of bidders would be evaluated considering the works in hand at NMPA. The port would award the work not exceeding the remaining financial capacity of the bidder. The financial capacity to be 3.33times of the average financial turnover of last three years of the bidder minus works in hand at NMPA. The bidder must fill the Annexure-6.

In case the average turnover is Rs.3.00crores, the financial capacity of the contractor will considered as (3x3.333) Rs.10.00crores.

The turnover means sales / contract receipts excluding taxes other income shall not be considered for calculation of turnover.

c) The tenderer shall submit a copy of valid ESI, PF registration certificates along with the tender.

Copy of the work order, Client's satisfactory work completion Certificate, along with any other documentary proof certifying the year of completion, brief description of the project and project completion cost shall be submitted in support of the

assignments performed and claimed by the tenderer to fulfill the eligibility criteria for qualification. Experience of the tenderer / contractor for completed works, executed in private organization shall be considered only if the Tax Deducted at Source Certificate with respect to referred work, issued by Competent Authority is enclosed by the tenderer along with the tender

A statement duly certified by the Chartered accountant showing the average annual Financial Turnover over the last 3 financial years shall be submitted.

Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have:

i) made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or

ii) record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.,

13. Bid Prices:

The contract shall be for the whole works as described in based on the priced Bill of Quantities submitted through CPP e-portal by the Bidder .The Bidder shall fill in the percentage of Excess or Less in the Bill of Quantities through CPP e-portal. Items for which no rate or price is entered will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities.

14. Currencies of Bid and Payment:

The Unit rates and the prices shall be quoted by the bidder entirely in Indian Rupees

15. Bid Validity:

Bids shall remain valid for a period not less than one hundred twenty days (120 days) after the last date for online bid submission. A bid valid for a shorter period shall be rejected by the Employer as non-responsive.

In exceptional circumstances, prior to expiry of the original bid validity period, the Employer may request that the bidders may extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by cable. A bidder agreeing to the request will not be permitted to modify his bid and also shall submit an extension for EMD, if it is in the form of Bank Guarantee

16. Bid Security / EMD:

i. The EMD shall be in the form of Insurance Surety Bonds, Account Payee Demand

draft, Fixed Deposit Receipt, Bankers Cheque or shall be paid by RTGS/NEFT in favour of Financial Adviser & Chief Accounts Officer, New Mangalore Port Authority, Mangalore

1. Name of the Bank: State Bank of India, Panambur, Mangalore - 10.
2. Bank A/C No. 10205649448
3. IFSC Code: SBIN0002249
4. MICR Code: 575002011

ii. The Techno Commercial Bid shall be accompanied by the RTGS/NEFT deposit details towards Earnest Money Deposit of Rs.8700/- (Rupees Eight Thousand Seven Hundred Only) as stipulated in the tender. The tender without EMD shall be treated invalid. The benefit of Exemption of EMD and tender fee to all Micro and small enterprises (MSE) registered with district industries center (DIC) or Khadhi and village industries commission or Khadhi and Industries board (KVIV) or Coir board or National Small Industries Corporation (NSIC) or Directorate of handicrafts and handlooms or any other body specified by Ministry of MSME, will be considered. The bidder shall upload with their offer, the proof of their being MSE.

iii. In the event of Bidder withdrawing his Bid before the expiry of tender validity period of 120 days from the last date for online bid submission, the tender shall be cancelled and EMD shall be forfeited.

iv. The Earnest Money Deposit of unsuccessful bidder shall be returned without interest as early as possible by RTGS/NEFT on conclusion of contract. The Earnest Money Deposit of the successful bidder shall be refunded (without interest) after he has signed the agreement and furnished required performance security.

v. The Bid Security of a successful bidder will be forfeited in the following cases:

a) If the bidder withdraws his Tender during the period of bid validity.

b) In case of a successful tenderer fails

i) to commence the work, apart forfeiture of other claims

ii) within the specified time limit to sign the Agreement or furnish the required Performance Security. In the event of forfeiting the EMD / SD / LD and while imposing penalty GST as applicable will be collected.

17. No Alternative Proposals by Bidders:

Bidders shall submit offers that comply with the requirements of the bidding documents, including the basic technical design as indicated in the drawing and specifications. Alternatives will not be considered.

18. Format and Signing of Bid:

The Bid shall be in online mode. The Bid shall contain no alterations or additions,

except those comply with instructions issued by the Employer

19. Bid Submission:

Tender document including quoted bid price have to be submitted online only through CPP Portal before deadline for online submission of bid.

For evaluation purpose the uploaded offer documents will be treated as authentic and final. Any documents submitted in the form of hard copy except Power of attorney.

The Tender shall be submitted in Two Bids.

I. Technical Bid: Shall contain the following.

i) Techno Commercial Bid: Shall contain all the documents. Techno Commercial Bid should not contain Price Bid. "Disclosure/indication of Price in the Techno Commercial Bid shall render the tender disqualified and rejected.

ii) The details of payment of EARNEST MONEY DEPOSIT for Rs.8700/- (Rupees Eight Thousand Seven Hundred Only) by RTGS/NEFT to NMPA Bank Account, failing which the Techno commercial Bid shall not be considered).

iii) Transaction details of payment towards the COST OF TENDER Fee: Rs. 560/- (Rupees Five Hundred Sixty Only) (To be paid by RTGS/NEFT to NMPA Bank Account).

II. FINANCIAL BID: shall contain only the Price.

III. LAST DATE FOR SUBMISSION OF ONLINE TENDER: is as per the date mentioned in the NIT

NMPA may at its sole discretion reserves the right to extend the date for receipt of Bid. Bid after the aforesaid time and date or the extended time and date, if any, shall not be accepted by the portal.

The following details pertaining to Techno Commercial Bid shall be uploaded online.

a) Letter of Submission- Covering letter (vide Annexure – 1)

b) Power of Attorney in favour of signatory/s to the Tender,(vide Annexure -2) (Original power of attorney i.e. Annexur-2 to be submitted by post or by hand so as to reach the Executive Engineer (Civil) immediately after the closing date for submission of online e-tender). However, such Power of Attorney would not be required if the Application is signed by an authorized partner or Director (on the Board of Directors) of the Applicant, in case the Applicant is a partnership firm or limited liability partnership.

c) Organization Details (vide Annexure-3)

d) Details of "Minimum eligibility criteria" as per Clause 12 of instruction to Tenderers and certificates (Client Certificates / work completion certificates or any other

documentary evidences with respect to the eligibility work) (vide Annexure-4) of condition of contract. The following specific instruction may be noted;

i) Bidders are expected to provide information in respect of Eligible Assignments in this Section. The assignments cited must comply with the criteria specified in Clause No. 12 (a) for "Minimum eligibility".

ii) A separate sheet should be filled for each of the eligible assignments the details are to be supplemented by documentary proof from the respective client for having carried out such assignment duly certified by client's completion certificates and work orders etc.

iii) The works indicated in Annexure- 4 will only be considered for evaluation. Mere submission of work completion certificate will not be considered as Eligible Assignments

e) A statement duly certified by Chartered Accountant showing Average Financial turnover of the tenderer over the last three financial years (vide Annexure-5) with balance sheet.

f) List of Ongoing works in hand at NMPA should be indicated in the prescribed form (Annexure-6)

g) A list of Plant and equipment proposed to be engaged for work. (vide Annexure-7) The equipment indicated in the Annexure -7 will form part of contract agreement and as such the bidders are requested to indicate the availability of the equipment at site at what stage of the construction period the equipment would made available.

h) Tenderer should submit copy of Permanent Account Number. (PAN), ESI, PF and GST Registration (GSTIN) Number along with certificates issued by the authority as applicable

i) A declaration to the effect that (vide Annexure -8):-

a. All details regarding construction plant and machinery, temporary work and personnel for site organization considered necessary and sufficient for the work have been furnished in the Annexure to Conditions of Contract in Volume I and that such plant, temporary works and personnel for site organization will be available at appropriate time of relevant works for which the equipment have been proposed at site till the completion of the respective work.

b. No conditions are incorporated in the financial bid. In case any conditions are specified in the financial bid, the tender will be rejected summarily without making any further reference to the bidder.

c. We have not made any payment or illegal gratification to any persons/ authority connected with the bid process so as to influence the bid process and have not

committed any offence under PC Act in connection with the bid.

d. We disclose with that we have made / not made payments or propose to be made to any intermediaries (agents) etc in connection with the bid.

j) NEFT Payment details towards cost of tender / documentary evidence for exemption of tender cost.

k) RTGS/NEFT Payment details towards EMD / documentary evidence for exemption of EMD

20. Deadline for Submission of the Bids:

i. The completed bid shall be submitted in the electronic form by the date and time mentioned in NIT only through CPP e-portal.

ii. The Employer may extend the deadline for submission of bids by issuing an amendment in accordance with Clause 10, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

iii. Price should be quoted in CPP e-portal. Any indication of 'Quoted price' in the online technical bid documents shall lead to rejection of the bid outright. For evaluation purpose the uploaded offer documents will be treated as authentic and final. No hard copy shall be submitted for reference purpose. The bid submitted through e-tendering mode only will be taken up for the purpose for evaluation.

iv. The uploaded Port Tender Document will be treated as authentic tender and if any discrepancy is noticed at any stage between the Port's tender document and the one submitted/uploaded by the tenderer, the conditions mentioned in the Port's uploaded document shall prevail. Besides, the tenderer shall be liable for legal action for the lapses.

21. Late Bids:

The time that is displayed from the server clock at the top of the CPP e-portal, will be valid for all actions of requesting bid submission, bid opening etc., The bidders should adhere to this time during bid submission.

22. Modification and Withdrawal of Bids:

i. Bidders may modify the offers by deleting their already freezed bids in online only through CPP e-portal (after submission of bid) and resubmit/upload the revised offer before the deadline prescribed in Clause 20.

ii. No bid shall be withdrawn and resubmitted through CPP e-portal by the bidder after the deadline for submission of bids.

iii. Withdrawal of a Bid between the deadline for submission of bids and the

expiration of the original period of bid validity specified in Clause 15 may result in the forfeiture of the Bid Security or the bidder shall be disqualified from bidding for any contract with New Mangalore Port Authority for a period of 2 (two) years in pursuant to Clause 16.

iv. Bidders may only modify the prices and other required details of their Bids by Resubmitting Bid only in accordance with this clause through CPP e-portal.

23. Bid Opening - Technical Bid:

a. On the due date and time as specified in Clause 20, the Employer will first open Techno Commercial bids of all bids received online in presence of the Bidders or their representatives who choose to attend. In the event of specified date for bid opening is declared as holiday by the Employer, the bid will be opened at the appointed time and location on the next working day.

b. In the first instance the Techno Commercial Bid containing the RTGS/NEFT payment details of EMD & Cost of tender document will be verified. If EMD and Tender Fee is in line with the Tender Condition there after the Techno Commercial Bid will be considered for evaluation.

c. If all Bidders have submitted unconditional Bids together with requisite Bid security, then all Bidders will be so informed then and there. If any Bid contains any deviation from the Bids documents and / or if the same does not contains Bid security in the manner prescribed in the Bid documents, then that Bid will be rejected and the Bidder informed accordingly.

24. Bid Opening – Financial Bid:

The date and time of opening of price bid (cover-II) shall be intimated to the qualified bidders based on the evaluation of the technical bid. The price bid (cover-II) of such eligible bidders shall be opened on the specified date and time.

If bidder withdraws his tender after opening of price bid the bidder will be disqualified for participating in NMPA tender for a period of two years.

25. Clarification of Bids:

To assist in the examination and comparison of Bids, the Employer may, at his discretion, ask any Bidder for clarification of his Bid, including breakdown of unit rates. The request for clarification and the response shall be in writing, but no change in the price or substance of the Bid shall be sought, offered, or permitted.

No Bidder shall contact the Employer on any matter relating to his bid from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Employer, he should do so in writing.

Any effort by the Bidder to influence the Employer's bid evaluation, bid comparison or contract award decisions, may result in the rejection of his bid.

Employer reserves the right to reject any Bid, if the Bidder does not provide the clarification sought for by the Employer, within the time specified by the Employer, for proper evaluation of the Bid.

26. Examination of Bids and Determination of Responsiveness:

Prior to detailed evaluation of Bids, NMPA will determine whether each Bid

a) meets the eligibility criteria as defined in Clause 12.

b) has been properly signed by an authorised signatory (accredited representative) holding Power of Attorney in his favour. The Power of Attorney shall interalia include a provision to bind the Bidder to settlement of disputes clause;

c) is accompanied by the requisite Bid security and;

d) is responsive to the requirements of the Bidding documents.

A responsive Bid is one which conforms to all the terms, conditions and specification of the Bidding documents, without material deviation or reservation. A material deviation or reservation is one

a) which affects in any substantial way the scope, quality or performance of the Works;

b) which limits in any substantial way, the Employer's rights or the Bidder's obligations under the Contract; or

c) whose rectification would affect unfairly the competitive position of other Bidders presenting responsive Bids.

The tenderer shall submit a certificate in the tender schedule in the Technical Bid that he has not incorporated any conditions in the Financial Bid and in case any conditions are specified in the financial bid his tender will be rejected without making any further reference to him.

If a Bid is not substantially responsive, it shall be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.

27. Correction of Errors: (Not Applicable)

28. Evaluation and Comparison of Bids:

The Employer will evaluate and compare only the Bids determined to be responsive in accordance with Clause 26. In evaluating the Bids, the Employer will determine for each Bid the evaluated Bid Price by adjusting the Bid Price as follows:

a) making appropriate adjustments to reflect discounts or other price modifications offered in accordance with Clause 22.

29. Alteration of tender documents:

No alteration shall be made in any of the tender documents or in the Bill of Quantities and the tender shall comply strictly with the terms and conditions of the tender document. The Employer may however ask any tenderer for clarifications of his tender if required. Nevertheless, no tenderer will be permitted to alter his tender price after opening of the tender.

30. Alternative conditions and Proposal:

The Tenderer shall note that alternative or qualifying tender conditions, or alternative design proposal for whole or part of the work will not be acceptable. Tenders containing any qualifying conditions or even Bidder's clarifications in any form will be treated as non-responsive and will run the risk of rejection. Part II: Price Bid of such Bidder's will not be opened.

31. Award of Contract:

The Employer will award the Contract to the bidder whose bid has been determined to be responsive to the bidding documents and who has offered the lowest evaluated bid price, provided that such bidder has been determined to be

a) Eligible in accordance with the provisions of Clause 12, and
b) Qualified in accordance with the provisions of Clause 12.

32. Notification of Award:

i) The Bidder whose Bid has been accepted will be notified about the award by the Employer prior to expiration of the Bid validity period by, fax or e-mail and confirmed by registered letter. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") will state the sum that the Employer will pay the Contractor in consideration of the execution, completion and maintenance of the works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").

ii) The notification of award will constitute the formation of the Contract subject only to the furnishing of a performance security in accordance with the provisions of Clause 34.

iii) The Agreement will also incorporate all correspondence exchanged between the employer and the successful bidder. Within 21 days of receipt of Letter of Acceptance, the successful bidder shall furnish the performance security and sign the Agreement with the Employer. The contractor shall make 12 copies of the Agreement and submit to the employer within 7 days following the date of signing of Agreement.

33. Release of Bid Security / EMD:

The Earnest Money Deposit of unsuccessful bidder, shall be returned without interest by RTGS/NEFT on conclusion of Contract. The Earnest Money Deposit of the successful bidder if deposited in cash, shall be refunded (without interest) after he has signed the agreement and furnished required performance security.

34. Performance Security:

i) Within 21 days of receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Employer a Performance Security in the form in the form of Insurance Surety Bonds, Account Payee Demand draft, Fixed Deposit Receipt from a commercial bank, remittance by RTGS for an amount equivalent to 5% of the Contract price including GST, as applicable rounded off to the nearest 1000.

ii) If the performance security is provided by the successful Bidder in the form of a Bank Guarantee, it shall be issued by a Nationalized/Scheduled Indian bank having its branch at Mangalore acceptable by NMPA. The BG shall be issued in favor of New Mangalore Port Authority in the Format enclosed in Volume I as Annexure-A.

35. Fraud and Corrupt Practices:

The bidder and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this document, the Port shall reject the tender without being liable in any manner whatsoever to the bidder, if it determines that the bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “Prohibited Practices”) in the Selection Process. In such an event, the Port shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Port for, inter alia, time, cost and effort of the Authority, in regard to the Tender, including consideration and evaluation of such Bidder’s Proposal. Such Bidder shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Bidder is found by the Authority to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

For the purposes of this Clause, the following terms shall have the meaning

hereinafter respectively assigned to them:

(a) "corrupt practice" means

i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process; or

ii) engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the Authority in relation to any matter concerning the Project;

(b) "fraudulent practice" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;

(c) "coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the Selection Process;

(d) "undesirable practice" means

i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or

ii) having a Conflict of Interest; and

(e) "Restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

36. Rejection of Tender:

Any Tender not conforming to the foregoing instructions will not be considered. The Employer does not bind himself to accept the lowest or any tender and has the right to reject any tender without assigning any reason thereof. No representation whatsoever will be entertained on this account.

37. Additional Information:

The "Instructions to Tenderers" shall not form part of the Contract. They are intended only to aid the Tenderers in the preparation of their tender.

38. Compliance of Local Content as per Make in India Policy:

Bidder shall comply with DPIIT Order No. P-45021/2/2017-PP(B-II) dtd. 16-09-2020 in respect of Local Content and furnish an undertaking in the prescribed format as per Annexure 13, to that effect, failing which, the bid may be liable for cancellation.

Annexure – 1

LETTER OF SUBMISSION - COVERING LETTER

(ON THE LETTER HEAD OF THE BIDDER)

Date:

To,

The Executive Engineer (Civil),
New Mangalore Port Authority,
Administration Building,
Panambur, Mangalore – 575 010

Sir,

Sub: The work of "Construction of Civil Structure for providing water cooler near new shed no.1 & 2"

Being duly authorized to represent and act on behalf of ..... (Hereinafter referred to as "the Bidder") and having reviewed and fully understood all of the requirements of the bid document and information provided, the undersigned hereby apply for the project referred above.

We are submitting our Bid enclosing the following, with the details as per the requirements of the Bid Document, for your evaluation.

i. Tender Document along with Addendum No ----,
ii. Power of Attorney - (Annexure - 2)
iii. Organization Details - (Annexure - 3)
iv. Details to fulfill the "Minimum Eligibility Criteria" and certificates –(Annexure 4)
v. Average Financial turnover over the last three financial year - (Annexure 5)
vi. list of ongoing works In hand at NMPA-(Annexure-6)
vii. List of plant and equipment – (Annexure - 7)
viii. Declaration – (Annexure – 8)
ix. EMD Paid by RTGS/NEFT vide UTR No.....dtd. ..... of (name and address of the branch).
x. Banker's Details – Annexure 10 & 11
xi. Tender fee paid by NEFT vide vide UTR No.....dtd. ..... of (name and address of the branch).
xii. Copy of valid PAN Card ESI, PF and GST Registration certificate.

Signature
(Authorised Signatory)

Annexure – 2

ON STAMP PAPER of Rs 100/-

"CONSTRUCTION OF CIVIL STRUCTURE FOR PROVIDING WATER COOLER NEAR NEW SHED NO.1 & 2"

FORMAT OF POWER OF ATTORNEY (in original)

In favour of signatory/s to the Tender, duly authenticated by Notary Public.

POWER OF ATTORNEY IN FAVOUR OF ---------- (Name, Designation, Company name)

TO ALL TO WHOM THESE PRESENTS shall come, I, (Name & address of the authorized person to sub-delegate/delegate powers, delegated on him by the Board of Directors) do hereby sub-delegate/delegate, in terms of the powers delegated to me by the Board of Directors, ---------- (name of the Co.) to Shri ---------- (name, designation & address of the Attorney) the following:

NOW KNOW YE AND THOSE PRESENTS that I, (Name & address of the authorized person to sub-delegate/delegate powers, delegated on him by the Board of Directors), do hereby authorize and empower Shri ---------- (name, designation & address of the Attorney) to do severally amongst others, for the purpose of carrying on our business, the following:

a) To represent lawfully the (name of the Co.) for obtaining bid/tender documents, prepare, sign, execute and submit tenders for execution of (Name of work)or any other works incidental to such construction works.
b) To discuss the technical and financial matters, negotiate and accept prices and take decisions regarding terms and conditions and sign agreements and contracts and also to bind the (name of the Co.) to the arbitration clause included in the contract.
c) For all or any of the purposes here of to sign and deliver or otherwise execute such deed or deeds, transfer or transfers, endorsement or endorsements and to perform such other acts, matters, things as the Attorney shall consider requisite or advisable as full and effectively as the Company could do, if present and acting there.

I, (Name & address of the authorized person to sub-delegate/delegate powers, delegated on him by the Board of Directors) in terms of the powers delegated to me by the Board of Directors of (name of the Co.), do hereby agree that all acts, deeds and things done by the said Attorney by virtue of this power of attorney, shall be

construed as acts, deeds and things done by the Company.

I, (Name & address of the authorized person to sub-delegate/delegate powers, delegated on him by the Board of Directors), further undertake to ratify and confirm whatever our said attorney shall do or cause to be done for the Company, the said Company, in the premises, by virtue of the powers hereby given.

WHEREAS, this sub-delegation is signed and delivered to Shri ---------- (name & designation of the Attorney), on this _____ day of _____, 20___ (Two thousand _____).

WHEREAS, even though this sub-delegation is signed on this _____ day of _____ 20_____ (Two thousand _____), will have effect from the date he signs and receives this delegation.

IN WITNESS WHEREOF, I, (Name & address of the authorized person to sub-delegate/delegate powers, delegated on him by the Board of Directors) has, this _____ day of _____ 20____ (Two thousand _____) set my hands and subscribed my signature unto this instrument.

SIGNED AND DELIVERED ON
_____ BY

(Name of authorized person to delegate powers)

WITNESS:

SIGNED AND RECEIVED ON
_____ BY
(Name & designation of Attorney)

Annexure – 3

"CONSTRUCTION OF CIVIL STRUCTURE FOR PROVIDING WATER COOLER NEAR NEW SHED NO.1 & 2"

ORGANIZATION DETAILS

CONTACT No.:

NAME OF APPLICANT:

1. Name of the Owner:
2. Address:
   Telephone No. :
   Fax No.
3. Description of Applicant
   (for e.g. General, Civil Engineering Contract etc.,)
4. Registration and Classification of Contractors:
5. Name and address of bankers:
6. Number of years of experience as a general contractor:-
   In own Country:
   Internationally:
7. Number of years of experience as a sub-contractor:
   Name and Address of partners or associated companies to be involved in the project and whether Parent/Subsidiary/other:
8. Name and address of any associates knowledgeable in the procedures of customs, immigration and local experience in various aspect of the project etc.
9. Name and address of the companies / Sub-contractors who will be involved in the execution of works, namely:

Signature
(Authorised Signatory)

Annexure – 4

NEW MANGALORE PORT AUTHORITY

"CONSTRUCTION OF CIVIL STRUCTURE FOR PROVIDING WATER COOLER NEAR NEW SHED NO.1 & 2"

Tenderer shall furnish Details of "eligibility works experience" as per Clause 12(a) of Minimum Eligible Criteria (MEC) of Instruction to Tenderer and certificates in the following format (Client Certificates/work completion certificates or any other documentary evidences with respect to the eligibility work)

ELIGIBLE ASSIGNMENT DETAILS FOR MEC

Assignment Number:

Description	Bidder to fill up the details here
Name and Address of the Client	
Title of the Eligible Assignment	
Date of completion of the Eligible Assignment	
Project Cost	
Reference No of the enclosed work order	
Reference No of the enclosed Client work Completion Certificate	
Reference No of any other documentary evidence; if enclosed.	
Name, telephone no, telefax no and email address of the client's representative	
Description and Scope of Work	

Signature
(Authorised Signatory)

Certificate from the Statutory Auditor

This is to certify that the information contained in Column 4 above is correct as per the accounts of the Applicant and/ or the clients.

(Signature, name and designation of the authorised signatory)
Date: Name and seal of the audit firm:

In case the Applicant does not have a statutory auditor, it shall provide the certificate from its chartered accountant that ordinarily audits the annual accounts of the Applicant.

Instructions:

i. Bidders are expected to provide information in respect of Eligible Assignments in this Section. The assignments cited must comply with the criteria specified Clause No. 12.0(a) Minimum eligibility of the "Instructions to Tenderers".
ii. A separate sheet should be filled for each of the eligible assignments.
iii. The details are to be supplemented by documentary proof (Work order and work completion certificate) from the respective client for having carried out such assignment duly certified by clients.

Annexure – 5

NEW MANGALORE PORT AUTHORITY

"CONSTRUCTION OF CIVIL STRUCTURE FOR PROVIDING WATER COOLER NEAR NEW SHED NO.1 & 2"

FINANCIAL CAPABLITY

(A) Net worth & Average Annual Turnover of the Bidder

Net Worth	Turnover			
Year 1	Year 1	Year 2	Year 3	Average

Instructions:

Net Worth = (Subscribed and Paid-up Equity + Reserves) - (Revaluation reserves + Miscellaneous expenditure not written off + depreciation not provided for). Year 1 will be the Financial Year 2020-21. Year 2 shall be the year immediately preceding Year 1 and Year 3 shall be the year immediately preceding Year 2. The Bidder shall provide audited Annual Reports as required under this Bid Document.

Net worth & Annual turnover of the bidder shall be submitted duly verified by Charted Accountant or Competent Authority.

(B) (Here specify proposed sources of credit line to meet the Cash flow demand for the work)

Source of Credit line	Amount

There should be a letter from the Bank mentioning that line of credit offered is specifically for this work/contract.

NOTE: If the Tenderer intends to meet the "Cash Flow Demand" for the project through their internal resources without availing the loan of credit, a specific mention to be made to this effect and proof for such resources shall be enclosed.

Certified by C.A Signature
(Authorised Signatory)

Annexure – 6

NEW MANGALORE PORT AUTHORITY

"CONSTRUCTION OF CIVIL STRUCTURE FOR PROVIDING WATER COOLER NEAR NEW SHED NO.1 & 2"

LIST OF ONGOING WORKS IN HAND AT NMPA

The Tenderer shall furnish in the format given below details of works being carried out by him at the time of bidding in NMPA.

Sl. No.	Name of work	Work order No. and Date	Value Of Work Order In Rs.	Average annual financial turnover as per MEC for the work

Contractor

Annexure – 6A (Not applicable)

NEW MANGALORE PORT AUTHORITY

"CONSTRUCTION OF CIVIL STRUCTURE FOR PROVIDING WATER COOLER NEAR NEW SHED NO.1 & 2"

DETAILS OF PROPOSED APPROACH & METHODOLOGY

Bidder shall furnish a detailed method statement (Technical Note) for carrying out of the works, along with a construction programme showing sequence of operation and the time frame for various segments of temporary and permanent works.

Signature
(Authorised Signatory)

Annexure – 7

NEW MANGALORE PORT AUTHORITY

"CONSTRUCTION OF CIVIL STRUCTURE FOR PROVIDING WATER COOLER NEAR NEW SHED NO.1 & 2"

PLANT AND EQUIPMENT PROPOSED FOR THE WORK

Please indicate the main plant and equipment considered to be necessary for undertaking the work and whether this plant is ready in ownership or will be purchased or hired.

Description of equipment	Requirement no. / capacity	Owned / leased / to be procured	Nos / capacity	Age / condition	Remarks (from whom to be purchased)	At what stage of contract period the equipment will be available

Note: The equipment indicated in the above statement will form part of contract agreement and as such the bidders are requested to indicate the availability of the equipment at site and at what stage of the construction period in a separate column.

Signature
(Authorised Signatory)

Annexure – 8

NEW MANGALORE PORT AUTHORITY

"CONSTRUCTION OF CIVIL STRUCTURE FOR PROVIDING WATER COOLER NEAR NEW SHED NO.1 & 2"

DECLARATION

We M/s. (Name & address of the bidder) hereby declare that:-

i. I have read the tender document Vol. I (Section I to III) Vol. II (Section IV and V) and Vol. III (Section V and VII) and agreed to the terms and conditions mentioned therein.

ii. All details regarding construction plant, temporary work and personnel for site organization considered necessary and sufficient for the work have been furnished in the Annexures to Conditions of Contract in Volume I and that such plant, temporary works and personnel for site organization will be available at the site till the completion of the respective work.

iii. No conditions are incorporated in the financial bid. In case any conditions are specified in the financial bid, the tender will be rejected summarily without making any further reference to the bidder.

iv. We have not made any payment or illegal gratification to any persons/ authority connected with the bid process so as to influence the bid process and have not committed any offence under PC Act in connection with the bid.

v. We shall undertake that, the Employer i.e. NMPA is indemnified against all damages or compensation payable at Law in respect of or in consequence of any accident or injury to any workman or other person in the employment of the Contractor or Sub-Contractor against all claims, demands, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto and the Employer shall be at liberty to deduct or adjust from the Contactor's bills an amount that Employer may be called upon to pay towards claims, demands, proceedings, costs, charges and expenses Whatsoever in respect of or in relation to any accident or injury referred to above without any reference to the Contractor. The contractor shall execute indemnity bond in the prescribed format as per **Annexure - 12**

vi. We shall comply with all the Central State and Municipal Laws and Rules and we

shall be solely responsible for complying with the provisions of the Contract Labour (Regulations & Abolition) Act, 1970 & the contract labour (Regulation &Abolition) Karnataka Rules 1974 and rules there under and the enactments that may be applicable including ESI Act, the payment of wages act, Provident Fund Act, the Minimum Wages Act, the Factory's Act. The Workmen Compensation Act or any other applicable legislation and the Municipal by-laws or other statutory Rules and Regulations whatsoever in force if these are applicable. Any obligations finding or otherwise missed under any statutory enactments, rules & regulations there under shall be the responsibility of the Contractor and the NMPA will take no responsibility for the same. The Contractor should take Workmen's Compensation Policy for his Workers, who are not covered under ESI and submit the same to the EIC immediately after commencement of the work

vii. We undertake that, we are liable to pay all Statutory Compensation to the Labourers/persons engaged by him for the satisfactory execution of the works. If any claim is made against New Mangalore Port Authority on this work, the Port Authority shall have the right to deduct the same from the bill amount payable to the contractor after verification of the validity and if admissible as per rules

viii. *We disclose with that we have made / not made payments or propose to be made to any intermediaries (agents) etc. in connection with the bid.

* Note: Delete whichever is not applicable.

Signature
(Authorised Signatory)

Annexure-9

BID SECURITY (BANK GUARANTEE)(NA)

WHEREAS, _____ [Name of Bidder] (hereinafter called "the Bidder") has submitted his bid dated_____ [date] for the Construction of Civil Structure for providing water cooler near new shed no.1 & 2(hereinafter called "the Bid").

KNOW ALL PEOPLE by these presents that We _____ [name of bank] of _____ (name of country) having our registered office at _____ (hereinafter called "the Bank") are bound unto _____ [name of Employer] (hereinafter called "the Employer") in the sum of _____ 1 for which payment well and truly to be made to the said Employer the Bank binds itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this _____ day of _____ 20 ___

THE CONDITIONS of these obligations are:

(1) If after Bid opening the Bidder withdraws his Bid during the period of bid validity specified in the Form of Bid;

or

(2) If the Bidder having been notified of the acceptance of his Bid by the Employer during the period of bid validity:

(a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, if required; or

(b) fails or refuses to furnish the Performance Security, in accordance with the Instructions to Bidders, or

(c) does not accept the correction of the Bid Price pursuant to Clause 27;

We undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of one or any of the three conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date _____ 2 days after the deadline for submission of Bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee

should reach the Bank not later than the above date.

Notwithstanding anything mentioned above,

Our liability against this guarantee is restricted to Rs …….. (Rupees …….. only) and unless a claim in writing is lodged with us within 3 months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharges.

IN WITNESS WHEREOF this guarantee has been duly executed on this …… day of …… 20 ……

DATE_____ SIGNATURE OF THE BANK_____

WITNESS_____SEAL_____

_____

_____

[Signature, name and address]

_____ _____ _____ _____ _____

The Bidder should insert the amount of the guarantee in words and figures denominated in Indian Rupees. This figure should be the same as shown in Clause 16 of the Instructions to Bidders.

30 days after the end of the validity period of the Bid. Date should be inserted by the Employer before the Bidding documents are issued.

Annexure-10

DETAILS OF THE PARTY OPTING FOR REFUND OF EMD THROUGH E-PAYMENT SYSTEM FROM NEW MANGALORE PORT AUTHORITY

Name of the Party :

Bank A/c No :

Account type : (Savings / Current / Overdraft)

Bank Name :

Branch :

IFSC Code Number : (11 digit code)

Centre (Location) :

FAX No. :

E-Mail ID : (For forwarding information of remittance)

Mobile No :

Signature of the Party

Annexure-11

FORMAT FOR FURNISHING BANK INFORMATION FOR e-PAYMENT

1	Name and full address of the beneficiary	
2	Credit Account No. (Should be full 14 digit)	
3	Account Type (SB or CA or OD)	
4	Name of the Bank	
5	Branch (Full address with telephone No.)	
6	IFSC Code Number (11 digit)	
7	MICR code (Should be 9 digit)	
8	Telephone/Mobile/Fax No. of the beneficiary	Telephone: Mobile : Fax :
9	Photostat copy of a Cheque	

Signature of the party with seal

Verified the details furnished by the party and it is ascertained that the information furnished are in full shape as required. Xerox copy of a Cheque is also enclosed.

Signature of the HOD/HOO with seal

Annexure 12

INDEMNITY BOND

(To be furnished in Stamp paper not less than Rs.100 e-Stamp paper)

This deed of indemnity is executed by ..... herein after referred to as 'Indemnifier' which expression shall unless repugnant to the context or meaning thereof, include its successors, Administrator, representatives and assignees in favour of New Mangalore Port Authority, Panambur, Mangalore 575010, herein after referred to as 'Indemnified' which expression shall unless repugnant to the context or meaning thereof include its representatives and assignees witnesses as to.

Whereas the indemnified herein as awarded to the indemnifier herein a Tender/Contract or for supply of / Construction of ..... on terms and conditions set out interalia in the work order No..... valued at Rs.....

AND Whereas, the clauses No..... of the above mentioned work order provides for indemnifying the indemnified by the indemnifier for any accident, damage or compensation payable to any workmen or other person in the employment of the contractor or any sub-contractor during the period of tender/contract.

AND Whereas, the Indemnifier hereby irrevocably agrees to indemnify the indemnified against all damages or compensation payable at law in respect of or in consequence of any accident or injury to any workmen or other person in the employment of the contractor or sub-contractor against all claims, demands, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto and the indemnified shall be at liberty to deduct or adjust from the bills payable to the indemnifier by the indemnified for an amount that the indemnified may be called upon to pay towards claims, demands, proceedings, costs, charges and expenses whatsoever in respect of or in relation to any accident or injury referred to above without any reference to the indemnifier.

The Indemnifier shall comply with all the Central State and Municipal Laws and Rules and shall be solely responsible for complying with the provisions of the Contract Labour (Regulations & Abolition) Act, 1970 & the contract labour (Regulation & Abolition) Karnataka Rules 1974 and rules there under and the enactments that may be applicable including ESI Act, the payment of wages act, Provident Fund Act, the Minimum Wages Act, the Factory's Act, the Workmen Compensation Act or any other applicable legislation and the Municipal by-laws or other statutory Rules and Regulations whatsoever in force if these are applicable. Any obligations finding or otherwise missed under any statutory enactments rules &

regulations there under shall be the responsibility of the Indemnifier and the Indemnified will have no responsibility for the same. The Indemnifier shall obtain Workmen's Compensation Policy for his workers, who are not covered under ESI and submit the same to the ESIC immediately after commencement of the work.

The Indemnifier is liable to pay all Statutory Compensation to the Labourers / persons engaged by him for the satisfactory execution of the works. If any claim is made against Indemnified arising out of this work, the Port shall have the right to deduct the same from the bill amount payable to the Indemnifier after verification of the validity and if admissible as per rules.

The Indemnifier shall ensure the use of PPE such as helmets, safety shoes, nose masks, hand gloves, safety harness or any other equipment as required depending on nature of work by his staff at site.

In addition to complying of the above, the Indemnifier hereby undertakes to indemnify the indemnified against any unforeseen incidents / accidents, which may lead to fatality including death, permanent/ partial disablement, injury, financial loss, legal issues or any other etc., of the labourers / workmen's/ staffs of the contractor / sub-contractor for which the indemnified and its officers / representation are in no way responsible.

For.....

INDEMINIFIER

(Signature with Name and Designation)

Company Seal

Station:

Date:

Witness:

1.....

Signature with Name, Designation & Address

2.....

Signature with Name, Designation & Address

Annexure-13

Format for Self-Certification under Preference to "MAKE IN INDIA" Policy
(Refer Clause No. 38 of ITT)

CERTIFICATE

In line with Government Public Procurement Order No. P-45021/2/2017-PP(B-II) dtd:16-09-2020, as amended from time to time and as applicable on the date of submission of tender, we hereby certify that we M/s_____ (name of the Bidder) are local supplier meeting the requirement of minimum Local content (50%) as defined in above orders for the material against Tender NIT No_____ for the work of _____

_____

_____

Details of location at which local value addition will be made is as follows:

We also understand, false declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rule for which for which a bidder or its successors can be debarred for up two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law. Seal and Signature of Authorized Signatory

Signature of the Bidder

Date :

Place :

SECTION - II

iii) FORM OF AGREEMENT

THIS AGREEMENT made the _____ day of _____ 20___ BETWEEN New Mangalore Port Authority (hereinafter called "the Employer") of the one part and _____ _____ _____ _____ _____

(hereinafter called "the Contractor") of the other part WHEREAS the Employer is desirous that certain works should be executed by the Contractor, Viz---------- and has accepted a Tender by the Contractor for the execution and Completion of such works and the remedying of any defects therein at a contract price of Rs .....

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 General Conditions hereinafter referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.-
   a) The Letter of Acceptance;
   b) The Said Tender (Technical Bid);
   c) The Conditions of Contract (Parts I and II)
   d) The Specifications;
   e) The Drawings;
   f) The Bill of Quantities and
   g) The Addenda
   h) Letters exchanged between the Employer and the Tenderer up to the issue of Letter of Acceptance as separately listed and annexed here to.

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 and complete the works and remedy any defects therein in conformity in all respect with the provisions of the Contract.

4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the works and the remedying of defects therein the Contract Price or and such other sum as may become payable under the Provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed the day and year first above written in accordance with their respective laws.

This document contains ..... pages in all. This agreement is assigned No. CEA ..... /20XX-XX.

The Common Seal of

_____

_____

was hereunto affixed in the presence of :

SECTION - III

iv) CONDITIONS OF CONTRACT

A. General

1. Definitions

Terms which are defined in the Contract Data are not also defined in the Conditions of Contract but keep their defined meanings. Capital initials are used to identify defined terms.

Bill of Quantities means the priced and completed Bill of Quantities forming part of the Bid.

Compensation Events are those defined in Clause 44.

The Completion Date is the date of completion of the Works as certified by the Engineer or his nominee in accordance with Sub Clause 54

The Contract is the contract between the Employer and the Contractor to execute, complete and maintain the Works. It consists of the documents listed in Clause 2.3 below.

The Contract Data defines the documents and other information which comprise the Contract.

The Contractor is a person or corporate body whose Bid to carry out the Works has been accepted by the Employer.

The Contractor's Bid is the completed Bidding documents submitted by the Contractor to the Employer.

The Contract Price is the price stated in the letter of acceptance and thereafter as adjusted in accordance with the provisions of the Contract.

Days are calendar days, months are calendar months.

A Defect is any part of the Works not completed in accordance with the Contract.

The Defects Liability Period is the period named in the Contract Data and calculated from the Completion Date.
The Employer is the party who will employ the Contractor to carry out the Works.

Equipment is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.

The Initial Contract Price is the Contract Price listed in the Employer's Letter of Acceptance.
The Intended Completion Date is the date on which it is intended that the Contractor shall complete the works. The Intended Completion Date is specified in the Contract Data. The Intended Completion Date may be revised only by the Engineer or his nominee by issuing an extension of time.
Materials are all supplies, including consumables, used by the contractor for incorporation in the Works.
The Engineer or his nominee is the person named in the Contract Data (or any other competent person appointed and notified to the contractor to act in replacement of the Engineer or his nominee) who is responsible for supervising the Contractor, administering the Contract, certifying payments due to the Contractor, issuing and valuing Variations to the Contract, awarding extensions of time and valuing the Compensation Events.
Plant is any integral part of the Works which is to have mechanical, electrical, electronic or chemical or biological function.
The Site is the area defined as such in the Contract Data.
Site Investigation Reports are those which are included in the Bidding documents and are factual interpretative reports about the surface and sub-surface conditions at the site.
Specification means the Specification of the Works included in the Contract and any modification or addition made or approved by the Engineer or his nominee.
The Start Date is given in the Contract Data. It is the date when the Contractor shall commence execution of the works. It does not necessarily coincide with any of the Site Possession Date.
A Subcontractor is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract which includes work on the Site.
Temporary Works are works designed, constructed, installed and removed by the

Contractor which are needed for construction or installation of the Works.

A Variation is an instruction given by the Engineer or his nominee which varies the Works.

The Works are what the Contract requires the Contractor to construct, install and turn over to the Employer as defined in the Contract Data.

The Trained Work Person are those employed / proposed to be employed by the Contractor at the Project Site, who have participated and are in possession of a valid Competency Certificate through a programme run under the auspices of a University, State Technical Board, Ministry of Government of India.

2. Interpretation

2.1 In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Engineer or his nominee will provide instructions clarifying queries about the Conditions of Contract.

2.2 If sectional completion is specified in the Contract Data, references in the Conditions of Contract to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion date for the whole of the Works).

2.3 The documents forming the Contract shall be interpreted in the following order of priority:

(1) Agreement
(2) Letter of Acceptance and notice to proceed with works
(3) Contractor's Bid
(4) Contract Data
(5) Conditions of Contract including Special Conditions of Contract
(6) Specifications
(7) Drawings
(8) Bill of quantities and
(9) Any other documents listed in the Contract Data as forming part of the Contract.

3. Language and Law

3.1 The language of the Contract and the law governing the Contract are stated in the Contract Data.

4. Engineer or his nominee's Decisions

4.1 Except where otherwise specifically stated, the Engineer or his nominee will decide contractual matters between the Employer and the Contractor in the role representing the Employer.

5. Delegation

5.1 The Engineer or his nominee may delegate any of the duties and responsibilities to other people after notifying the Contractor and may cancel any delegation after notifying the Contractor.

6. Communications

Communications between parties which are referred to in the conditions are effective only when in writing. A notice shall be effective only when it is delivered (in terms of Indian Contract Act 1872).

7. Contract Agreement

A suitable form is annexed as "FORM OF AGREEMENT" to the Contract Document. Upon signing the Contract Agreement, the Contractor shall make 12 copies of Contract Documents in hardbound cover which shall cover documents used in Contract/Agreement and provide the same to the Employer at no extra cost.

Data made available by the Employer in accordance with provisions of the Condition of Contract shall be deemed to include data listed elsewhere in the Contract and open for inspection at the office of the Deputy Chief Engineer (Civil) of the New Mangalore Port Authority (by prior appointment with the Engineer). Within 21 days of receipt of Letter of Acceptance, the successful bidder shall furnish the performance security and sign the Agreement with the Employer. However No work shall be commenced before signing of contract Agreement.

8. Subcontracting

8.1 The Contractor may subcontract with the approval of the Engineer or his nominee but may not assign the Contract without the approval of the Employer in writing. Subcontracting does not alter the Contractor's obligations.

Other Contractors

8.2 The Contractor shall co-operate and share the site with other contractors, public authorities, utilities, and the Employer between the dates given in the Schedule of other contractors. The Contractor shall as referred to in the Contract Data, also provide facilities and services for them as described in the Schedule. The employer may modify the schedule of other contractors and shall notify the contractor of any such modification.

9. Personnel

9.1 The Contractor shall employ the key personnel named in the Schedule of Key Personnel as referred to in the Contract Data to carry out the functions stated in the Schedule or other personnel approved by the Engineer or his nominee. The Engineer or his nominee will approve any proposed replacement of key personnel only if their qualifications, abilities, and relevant experience are substantially equal to or better than those of the personnel listed in the schedule.

9.2 If the Engineer or his nominee asks the contractor to remove a person who is a member of the contractor's staff of his work force stating the reasons, the contractor shall ensure that the person leaves the site within seven days and has no further connections with the work in the contract.

10. Employer's and Contractor's Risks

10.1 The Employer carries the risks which this Contract states are Employer's risks and the contractor carries the risks which this Contract states are contractor's risks.

11. Employer's Risks

11.1 The Employers risks are

(a) In so far as they directly affect the execution of the Works in the country where the Permanent Works are to be executed:

i) war and hostilities (whether war be declared or not), invasion, act of foreign enemies;

ii) rebellion, revolution, insurrection, or military or usurped power, or civil war;

iii) ionizing radiations, or contamination by radioactivity from any nuclear fuel, or from any nuclear waste, from the combustion of nuclear fuel, radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;

iv) pressure waves caused by aircraft or other aerial devices travelling at sonic or Supersonic speeds; and

v) riot, commotion or disorder, unless solely restricted to the employees of the Contractor or of his Subcontractors and arising from the conduct of the Works;

vi) Unforeseen Rains (Rains if any; during the period other than the Monsoon period as stated in the Tender), floods, tornadoes, earthquakes and landslides.

b) loss or damage due to the use or occupation by the Employer of any Section or part

of the Permanent Works, except as may be provided for in the Contract;

c) loss or damage to the extent that it is due to the design of the Works, other than any part of the design provided by the Contractor or for which the Contractor is responsible; and

d) any operation of the forces of nature (in so far as it occurs on the Site) which an experienced contractor:

i) could not have reasonably foreseen, or

ii) could reasonably have foreseen, but against which he could not reasonably have taken at least one of the following measures:

iii) prevent loss or damage to physical property from occurring by taking appropriate measures, or

iv) insure against.

12. Contractor's Risks

12.1 All risks of loss of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract other than the excepted risks are the responsibility of the Contractor.

13. Insurance

13.1 The Contractor shall provide in the joint names of the Employer and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts and deductibles stated in the Contract Data for the following events which are due to the Contractors risks.

a) loss of or damage to the Works, Plant and Materials

b) loss of or damage to Equipment;

c) loss of or damage of property (except the Works, Plant, Materials and Equipment) in connection with the Contract; and

d) personal injury or death.

13.2 Policies and certificates for insurance shall be delivered by the contractor to the Engineer or his nominee for the Engineer or his nominee's approval before the start date. All such insurances shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.

13.3 If the contractor does not provide any of the policies and certificates required, the Employer may affect the insurance which the contractor should have provided and recover the premiums the Employer has paid from payments otherwise due to the contractor or, if no payment is due, the payment of the

premiums shall be a debt due.

13.4 Alterations to the terms of insurance shall not be made without the approval of the Engineer or his nominee.

13.5 Both parties shall comply with all conditions of the insurance policies.

14. Site Investigation Reports

The Contractor, in preparing the Bid, shall rely on the Site Investigation Report referred to in the Contract Data, supplemented by any information available to the Bidder.

15. Queries about the Contract Data

The Engineer or his nominee will clarify queries on the Contract Data.

16. Contractor to Construct the Works

The Contractor shall construct and install the works in accordance with the Specification and Drawings.

17. The Works to Be Completed by the Intended Completion Date

The Contractor may commence execution of the works on the Start Date and shall carry out the works in accordance with the program submitted by the contractor as updated with the approval of the Engineer or his nominee, and complete them by the Intended Completion Date.

18. Approval by the Engineer or his nominee

18.1 The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Engineer or his nominee, who is to approve them if they comply with the specifications and Drawings.

18.2 The Contractor shall be responsible for design of Temporary Works.

18.3 The Engineer or his nominee's Approval shall not alter the contractor's Responsibility for design of the Temporary Works.

18.4 All Drawings prepared by the contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Engineer or his nominee before their use.

19. Safety

The contractor shall be responsible for the safety of all activities on the Site.

20. Discoveries

Anything of historical or other interest or of significant value unexpectedly discovered on the Site is the property of the Employer. The Contractor is to notify the Engineer or his nominee of such discoveries and carry out the Engineer or his nominee's instructions for dealing with them.

21. Possession of the Site

The Employer shall give possession of all parts of the Site to the Contractor, free from encumbrances. If possession of a part is not given by the start date stated in the Contract Data the Employer is deemed to have delayed the start of the relevant activities and this will be a Compensation Event.

22. Access to the Site

The Contractor shall allow the Engineer or his nominee and any person authorized by the Engineer or his nominee access to the Site to any place where work in connection with the Contract is being carried out or is intended to be carried out and to any place where materials or plant are being manufactured, fabricated and/or assembled for the works.

23. Instructions

The Contractor shall carry out all instructions of the Engineer or his nominee which comply with the applicable laws where the Site is located.

24. Disputes

If the Contractor believes that a decision taken by the Engineer or his nominee was either outside the authority given to the Engineer or his nominee by the Contract or that the decision was wrongly taken, the decision shall be referred to the Dispute Review Board (DRB) within 28 days of the notification of the Engineer or his nominee's decision.

25. Settlement of Disputes

25.1 If a dispute of any kind whatsoever arises between the Employer and the Contractor in connection with, or arising out of the Contract or the execution of the Works, whether during the execution of the Works or after their completion and whether before or after repudiation or after termination of the Contract, including any disagreement by either party with any action, inaction, opinion, instruction, determination, certificate or valuation of the Engineer or his nominee, the matter in dispute shall, in the first place be referred to the Disputes Review Board [DRB] established pursuant to Appendix 1 hereto. (Not applicable to this contract) Unless the Contract has already been repudiated or terminated or frustrated the Contractor shall in every case, continue to proceed with the Works with all due diligence and the Contractor and the Employer shall give effect forthwith to every decision of the Engineer or his nominee unless and until the same shall be revised, as hereinafter provided, in a Dispute Review Board Recommendation / Arbitral Award.

25.2. Arbitration

Any dispute in respect of in respect of contracts where party is dissatisfied by the Dispute Review Board's (DRB) decision shall be decided by arbitration as set forth below:

i) A dispute with contractor shall be finally settled by arbitration in accordance with the Indian Arbitration and Conciliation Act, 1996, or any statutory amendment thereof. The arbitral tribunal shall consist of 3 arbitrators, one each to be appointed by the Employer and the contractor, and the third to be appointed by the mutual consent of both the arbitrators, failing which by making a reference to CIDC-SIAC Arbitration Center from their panel.

ii) Neither party shall be limited in the proceedings before such arbitrators to the evidence or arguments already put before the Engineer or his nominee or the Board, as the case may be, for the purpose of obtaining said recommendations/decision. No such recommendations/decision shall disqualify the Engineer or his nominee or any of the members of the Board, as the case may be, from being called as a witness and giving evidence before the arbitrators or any matter whatsoever relevant to the dispute.

iii) The reference to arbitration shall proceed notwithstanding that the works shall not then be or be alleged to be complete, provided always that the obligations of the Employer, the Engineer or his nominee and the Contractor shall not be altered by reason of the arbitration being conducted during the progress of the works. Neither party shall be entitled to suspend the works to which the dispute relates, and payment to the Contractor shall be continued to be made as provided by the contract.

iv) If one of the parties fails to appoint its arbitrators in pursuance of sub-clause [i], within 14 days after receipt of the notice of the appointment of its arbitrator by the other party, then President/Chairman of the nominated Institution shall appoint arbitrator within 14 days of the receipt of the request by the nominated institution. A certified copy of the President's/ Chairman's order, making such an appointment shall be furnished to both the parties.

v) Arbitration proceedings shall be held at Mangalore, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be 'English

vi) The Arbitration shall be conducted by the experts from the panel of CIDCSIAC Arbitration Center.

vii) The decision of the majority of arbitrators shall be final and binding upon both

parties. The expenses of the arbitrators as determined by the arbitrators shall be shared equally by the Employer and the Contractor. However, the expenses incurred by each party in connection with the preparation, presentation, etc. of its case prior to, during and after the arbitration proceedings shall be borne by each party itself.

viii) All arbitration awards shall be in writing and shall state the reasons for the award.

ix) Performance under the contract shall continue during the arbitration proceedings and payments due to the contractor by the Employer shall not be withheld, unless they are subject matter of the arbitration proceedings.

26. Replacement of conciliator (deleted)

B. TIME CONTROL

27. Program

27.1 Within the time stated in the Contract Data the Contractor shall submit to the Engineer or his nominee for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the works along with monthly cash flow forecast.

27.2 An update of the Program shall be a program showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work including any changes to the sequence of the activities.

27.3 The Contractor shall submit to the Engineer on the first day of each week or such longer period as the Engineer may from time to time direct, a progress report in an approved form showing up-to-date total progress, progress achieved against planned progress, during the previous week and progress forecast for the following week for all important items in each section or portion of the Works, in relation with the approved Program.

27.4 The Contractor shall submit to the Engineer or his nominee, for approval an updated Program at intervals no longer than the period stated in the Contract Data. If the Contractor does not submit an updated Program within this period, the Engineer or his nominee may withhold the amount stated in the Contract Data from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program has been submitted.

28. Revised Program

The Engineer or his nominee's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Engineer or his nominee again at any time. A revised Program is to show the effect of Variations and Compensation Events.

29. Extension of the Intended Completion Date

29.1 The Engineer or his nominee shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work and which would cause the Contractor to incur additional cost.

29.2 The Engineer or his nominee shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor

asking the Engineer or his nominee for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.

30. Delays Ordered by the Engineer or his nominee

The Engineer or his nominee may instruct the Contractor to delay the start or progress of any activity within the Works.

31. Management Meetings

31.1 Either the Engineer or his nominee or the Contractor may require the other to attend a management meeting. The business of a management meeting shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.

31.2 The Engineer or his nominee shall record the business of management meetings and is to provide copies of his record to those attending the meeting and to the Employer. The responsibility of the parties for actions to be taken is to be decided by the Engineer or his nominee either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.

32. Early Warning

32.1 The Contractor is to warn the Engineer or his nominee at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, increase the Contract Price or delay the execution of works. The Engineer or his nominee may require the Contractor to provide an estimate of the expected effect of the event or circumstance on the Contract Price and Completion Date. The estimate is to be provided by the Contractor as soon as reasonably possible.

32.2 The Contractor shall cooperate with the Engineer or his nominee in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Engineer or his nominee.

C. QUALITY CONTROL

33. Identify Defects

The Engineer or his nominee shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Engineer or his nominee may instruct the Contractor to search for a Defect and to uncover and test any work that the Engineer or his nominee considers may have a Defect.

34. Tests

If the Engineer or his nominee instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does the Contractor shall pay for the test and any samples. If there is no Defect the test shall be a Compensation Event.

35. Defect Liability

35.1 The Engineer or his nominee shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion and is defined in the Contract Data. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.

35.2 Every time notice of a Defect is given, the Contractor shall correct the notified defect within the length of time specified by the Engineer or his nominee's notice. To the intent that the works shall, at or as soon as practicable after the expiration of the Defects Liability Period, be delivered to the Employer in the condition required by the Contract, fair wear and tear excepted, to the satisfaction of the Engineer, the Contractor shall :

(a) Complete the work, if any, outstanding on the date stated in the Taking-Over Certificate within the date to be intimated by the engineer and

(b) execute all such work of amendment, reconstruction, and remedying defects, shrinkages or other faults as the Engineer may, during the Defects Liability Period or within 14 days after its expiration, as a result of an inspection made by or on behalf of the Engineer prior to its expiration, instruct the Contractor to execute.

35.3 Cost of Remedying Defects

All work referred to in Sub-Clause 35.2 shall be executed by the contractor at his own cost if the necessity thereof is, in the opinion of the Engineer, due to:

a) The use of materials, Plant or workmanship not in accordance with the Contract, or

b) Where the Contractor is responsible for the design of part of the Permanent Works,

any fault in such design, or the neglect or failure on the part of the Contractor to comply with any obligation, expressed or implied, on the Contractor's part under the Contract.

35.4 Defects Liability Certificate

The Contract shall not be considered as completed until a Defects Liability Certificate shall have been signed by the Engineer and delivered to the Employer, with a copy to the Contractor, stating the date on which the Contractor shall have completed his obligations to execute and complete the Works and remedy any defects therein to the Engineer's satisfaction. The Defects Liability Certificate shall be given by the Engineer within 28 days after the expiration of the Defects Liability Period, or, if different defects liability periods shall become applicable to different Sections or parts of the Permanent Works, the expiration of the latest such period, or as soon thereafter as any works instructed, pursuant to Clauses 35, have been completed to the satisfaction of the Engineer.

35.5 Unfulfilled Obligations

Notwithstanding the issue of the Defects Liability Certificate the Contractor and the Employer shall remain liable for the fulfillment of any obligation incurred under the provisions of the Contract prior to the issue of the Defects Liability Certificate which remains unperformed at the time such Defects Liability Certificate is issued and, for the purposes of determining the nature and extent of any such obligation, the Contract shall be deemed to remain in force between the parties to the Contract.

36. Uncorrected Defects.

If the Contractor has not corrected a Defect within the time specified in the Engineer or his nominee's notice the Engineer or his nominee will assess the cost of having the Defect corrected, and the Contractor will pay this amount.

D. COST CONTROL

37. Bill of Quantities

37.1 The Bill of Quantities shall contain items for the construction, supply, installation, testing and commissioning work to be done by the Contractor.

37.2 The Bill of Quantities is used to calculate the Contract Price. The Contractor is paid for the quantity of the work done at the rate in the Bill of Quantities for each item.

38. Changes in the Quantities

38.1 If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than +25 % provided the change exceeds +10% of initial Contract Price, the Engineer or his nominee shall adjust the rate(s), to allow for the change.

38.2 The Engineer or his nominee shall not adjust rates from changes in quantities if thereby the Initial Contract Price is exceeded by more than 15 percent except with the Prior approval of the Employer.

38.3 If requested by the Engineer or his nominee where the quoted rate(s) of any item(s) is abnormally high, the Contractor shall provide the Engineer or his nominee with a detailed cost breakdown of such rate in the Bill of Quantities.

39. Variations

39.1 The Engineer shall make any variation of the form, quality or quantity of the Works or any part thereof that may, in his opinion, be necessary and for that purpose, or if for any other reason it shall, in his opinion, be appropriate, he shall have the authority to instruct the Contractor to do and the Contractor shall do 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 dimension of any part of the Works,
e) execute additional work of any kind necessary for the completion of the Works,
f) change any specified sequence or timing of construction of any part of the Works.

No such variation shall in any way vitiate or invalidate the Contract, by the effect, if any, of all such variations shall be valued in accordance with Clause 40. Provided that where the issue of an instruction to vary the works is necessitated by some default of or breach of contract by the contractor or for which he is responsible, any additional cost attributable to such default shall be borne by the contractor. All

Variations shall be included in updated Programs produced by the contractor.

39.2 Instructions for Variations

The Contractor shall not make any such variation without an instruction of the Engineer. Provided that no instruction shall be required for increase or decrease in the quantity of any work where such increase or decrease is not the result of an instruction given under this clause, but is the result of the quantities exceeding or being less than those stated in the Bill of Quantities.

40. Payments for Variations

40.1 Variation permitted shall not exceed +25% in quantity of each individual item, and +10% of the total contract price. Within 14 days of the date of instruction for executing varied work, extra work or substitution, and before the commencement of such work, notice shall be given either (a) by the contractor to the Employer of his intention to claim extra payment or a varied rate or price, or (b) by the Employer to the contractor of his intention to vary rate or price.

40.2 For items not existing in the Bill of Quantities or substitution to items in the Bill of Quantities, rate payable should be determined by methods given below and in the order given below:

i) Rates and prices in Contract, if applicable plus escalation as per contract.

ii) Rates and prices in the Schedule of Rates applicable to the Contract plus ruling percentage.

iii) Market rates of materials and labor, hire charges of plant and machinery used, plus 10% for overheads and profits of contractor.

40.3 For items in the Bill of Quantities but where quantities have increased beyond the variation limits, the rate payable for quantity in excess of the quantity in the Bill of Quantity plus the permissible variation should be:

i) Rates and prices in contract, if reasonable plus escalation, failing which (ii) and (iii) below will apply

ii) Rates and prices in the schedule of Rates applicable to the contract plus ruling percentage.

iii) Market rates of material and labor, hire charges of plant and machinery used plus 10% for overheads and profits of contractor.

40.4 If there is delay in the Employer and the Contractor coming to an agreement on the rate of an extra item, rates as proposed by the Employer shall be payable provisionally till such time as the rates are

finally determined or till date mutually agreed.

40.5 If the Engineer or his nominee decides that the urgency of varying the work prevent a quotation being given and considers not delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.

41. Cash flow forecasts

41.1 When the Program is updated, the contractor is to provide the Engineer or his nominee with an updated cash flow forecast.

42. Payment Certificates

42.1 The Contractor shall submit to the Engineer or his nominee monthly statements of the estimated value of the work completed less the cumulative amount certified previously.

42.2 The Engineer or his nominee shall check the Contractors' monthly statement within 14 days and certify the amount to be paid to the Contractor after taking into account any credit or debit for the month in question in respect of materials for the works in the relevant amounts and under conditions set forth in sub-clause 51.6 of the Contract Data (Secured Advance).

42.3 The value of work executed shall be determined by the Engineer or his nominee.

42.4 The value of work executed shall comprise the value of the quantities of the items in the Bill of quantities completed.

42.5 The value of work executed shall include the valuation of variations and Compensation Events.

42.6 The Engineer or his nominee may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.

43. Payments

43.1 The bills for other Construction/Renovation/Miscellaneous works which are not paid on monthly basis the Contractor has to submit the bill within 7 days of joint measurement taken along with the concerned Engineer. The Engineer has to ensure that joint measurement to be completed within 7 days of completing of part work / running work. The concerned Engineer i/c shall check and make entries into bill/M.B within 10 days of submission of the interim bill and submit to Executive Engineer/ Superintending Engineer (Civil). The Executive Engineer/ Superintending Engineer (Civil) shall check the bills and after certification of the quantities as per manual shall forward to the Finance Department within 3 working days. The Contractor and Assistant Engineer both jointly complete the measurements, if Contractor due to any reason does not attend/avoid joint survey/measurements the Executive Engineer shall give notice to the contractor to be present at the site for joint measurement within 7 days notice. If the contractor fails to attend the joint measurement second notice shall be issued to the contractor to attend the joint measurement within 3 days failure to attend the site for joint measurement the Assistant Engineer and AEE or EE would record the reason and complete the measurements in a transparent manner departmentally and submit the bill.

Bills / Tax invoice shall be prepared and submitted by the Contractor. Joint measurements shall be taken continuously and need not be connected with billing stage. System of 4 copies of measurements, one each for Contractor, Employer and Engineer or his nominee, and signed by both Contractor and Employer shall be followed.

43.2 Interim of bill amount will be paid within 14 days of submission of the bill.

43.3 Contractor shall submit final Bill within 60 days from the date of completion of work and the same will be paid by the Port within 30 days from the date of submission

43.4 The payment will be made to the contractor after deducting any dues payable to the Port statutory authorities etc.,

43.5 If an amount certified is increased in a later certificate as a result of an award by the DRB or an Arbitrator, the Contractor shall be paid interest upon the delayed payment as set out in this clause. Interest shall be calculated from the date upon which the increased amount would have been certified in the absence of dispute.

43.6 Items of the Works for which no rate or price has been entered in will not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.

44. Compensation Events

44.1 The following mutually agreed Compensation Events unless they are caused by the Contractor would be applicable:

(a) The Employer does not give access to a part of the Site by the Site Possession Date stated in the Contract Data.

(b) The Employer modifies the schedule of other contractors in a way which affects the work of the contractor under the contract.

(c) The Engineer or his nominee orders a delay or does not issue drawings, specifications or instructions required for execution of works on time.

(d) The Engineer or his nominee instructs the Contractor to uncover or to carry out additional tests upon work which is then found to have no Defects.

(e) The Engineer or his nominee unreasonably does not approve for a subcontract to be let.

(f) Ground conditions are substantially more adverse than could reasonably have been assumed before issuance of Letter of Acceptance from the information issued to Bidders (including the Site Investigation Reports), from information available publicly and form a visual inspection of the site.

(g) The Engineer or his nominee gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety or other reasons.

(h) Other contractors, public authorities, utilities or the Employer does not work within the dates and other constraints stated in the Contract that cause delay or extra cost to the Contractor.

(i) The effect on the Contractor of any of the Employer's Risks.

(j) Other Compensation Events listed in the Contract Data or mentioned in the contract.

(k) Whenever any compensation event occurs, the contractor will notify the employer, within 14 days and provide a forecast cost of the compensation event.

(l) 44.2 If a Compensation Event would cause additional cost or would prevent the work being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date shall be extended. The Engineer or his nominee shall decide whether and by how much he Contract Price shall be increased and whether and by how much the Intended Completion Date shall be

extended.

44.3 As soon as information demonstrating the effect of each Compensation Event upon the Contractor's forecast has been provided by the Contractor, it is to be assessed by the Engineer or his nominee and the Contract Price shall be adjusted accordingly. If the Contractor's forecast is deemed unreasonable the Engineer or his nominee shall adjust the Contract Price based on Engineer or his nominee's own forecast. The Engineer or his nominee will assume that the Contractor will react competently and promptly to the event.

45. Tax

45.1 The rates quoted by the Contractor to be inclusive of taxes if any excluding GST that the Contractor will have to pay for the performance of this Contract. The Employer will perform such duties in regard to the deduction of such taxes at sources as per applicable law.Any new Taxes, levies, duties imposed after signing the Contract shall be reimbursed by the employer on production of documentary evidence. The GST shall be quoted separately in tax invoice. The contractor shall file the applicable returns with tax department in time and submit the same as documentary evidence.

46. Currencies

46.1 All payments shall be made in Indian Rupees unless specifically mentioned.

47. Price Adjustment. (Not Applicable)

48. Retention

48.1 The Employer shall retain from each payment due to the Contractor the proportion stated in the Contract Data until Completion of the whole of the Works.

48.2 Retention Money shall be deducted at the rate of 10% of the toatal tax invoice, from first Running Bill onwards subject to a max of 5% plus of the contract price including GST. Retention money shall be refunded after completion of defect liability period along with performance security.

49. Liquidated Damages

49A In case of delay in completion of the contract, liquidated damages (L.D) may be levied at the rate of half per cent (½%) of the contract price per week of delay, or part thereof subject to a maximum of 10 per cent of the contract price.

49A(i)The Employer, if satisfied, that the works can be completed by the contractor within a reasonable time after the specified time for completion,

may allow further extension of time at its discretion with or without the levy of L.D. In the event of extension granted being with L.D, the Employer will be entitled without prejudice to any other right or remedy available in that behalf, to recover from the contractor as agreed damages equivalent to half per cent (½%) of the contract value of the works including GST for each week or part of the week subject to the ceiling defined in sub-Clause 49 A.

In the event of forfeiting the LD / EMD / SD performance guarantee and while imposing penalty GST at applicable rate is applicable.

49A(ii) The Employer, if not satisfied that the works can be completed by the contractor, and in the event of failure on the part of the contractor to complete work within further extension of time allowed as aforesaid, shall be entitled, without prejudice to any other right, or remedy available in that behalf, to rescind the contract.

49A(iii)The Employer, if not satisfied with the progress of the contract and in the event of failure of the contractor to recoup the delays in the mutually agreed time frame, shall be entitled to terminate the contract.

49A(iv) In the event of such termination of the contract as described in clauses 49A(ii) or 49A(iii) or both the Employer shall be entitled to recover L.D. up to ten per cent (10%) of the contract value and forfeit the security deposit made by the contractor besides getting the work completed by other means at the risk and cost of the contractor.

49A(v) In case Part / portions of the work can be commissioned and the Port operates the portion for commercial purposes, the rate of LD will be restricted to the uncompleted value of work, the maximum LD being on the entire contract value.

50. Nominated Subcontractors

All specialists, merchants, tradesmen and others executing any work or supplying any good, materials, Plant or services for which provisional Sums are included in the Contract, who may have been or be nominated or selected or approved by the Employer or the Engineer, and all persons to whom by virtue of the provisions of the Contract, the Contractor is required to subcontract shall, in the execution of such work or the supply of such goods, materials, Plant or services, be deemed to be subcontractors to the Contractor and are referred to in this Contract as “Nominated Subcontractors”.

51. Advance payment (Not Applicable)

The Employer shall make the following advance payments:

51.1 Mobilization Advance shall be paid up to 10% of Contract price, payable in two equal installments. The first installment shall be paid after mobilization has started and next installment shall be paid after satisfactory utilization of earlier advance.

51.2 Construction / installation equipment Advance shall be paid up to 5% of Contract price, limited to 90% of assessed cost of machinery.

51.3 Mobilization Advance and Construction Equipment Advance shall be paid at SBI PLR + 2% p.a. (as on date of payment) interest rate at the discretion of the employer and against Bank Guarantee for Mobilization Advance and against hypothecation of Construction Equipment to the Employer.

51.4 Equipment advance will be paid in two or more installments. First installment shall be paid after Construction Equipment has arrived at the site and next installment shall be paid after satisfactory utilization of earlier advance (s).

51.5 Recovery of Mobilization and Construction Equipment advance will start when 15% of the work is executed and recovery of total advance should be completed by the time 80% of the original Contract work is executed.

51.6 Secured Advance: The Engineer or his nominee shall make advance payment in respect of materials and plant brought to site but not yet incorporated and installed in the Works in accordance with conditions stipulated in the Contract Data.

75% of cost of materials and plant brought to site for incorporation into the works only shall be paid as Secured Advance. Materials which are of perishable nature should be adequately insured.

52. Securities

52.1 Security deposit shall consist of two parts

(a) Performance security to be submitted at award of the work

(b) Retention Money to be recovered from Running Bills.

52.2 The Security deposit at 10% of the contract amount including GST, of which 5% of contract price should be submitted as Bank Guarantee within 21 days of receipt of letter of acceptance and balance 5% recovered as retention money from running bills.

Recovery of 5% of retention money shall commence from the first RA

bill onwards @ 10% for each bill. Retention money shall be refunded after completion of defect liability period. The performance Bank Guarantee will be released after completion of defect liability period.

53. Removal Of Craft Or Plant Which Has Sunk (NA)

The Contractor shall forthwith and with dispatch at his own cost raise and remove any craft or plant (floating or otherwise) belonging to him or to any sub-contractor employed by him (including also any plant which is held by the Contractor or any sub-contractor under agreement for hire or hire-purchase) which may be sunk in the course of the construction completion or maintenance of the Works or otherwise deal with the same as the Engineer may direct or until the same shall be raised and removed, the contractor shall set al such buoys and display at night such lights and do all such things for the safety of navigation as may be required by the Engineer or by Employer. In the event of the Contractor not carrying out his obligation imposed upon him by this clause the Employer may provide buoy and light such sunken craft or plant and raise and remove the same (without prejudice to the right of the Employer to hold the Contractor liable under General Conditions) and the Contractor shall refund to the Employer all costs incurred in connection therewith.

Contractor's Temporary Moorings

Should the Contractor need, in connection with implementing the Works, to provide temporary moorings for his craft he may be allowed to do so in location and manner approved by the Engineer subject to all necessary permissions being first obtained by the Contractor from the authorities concerned. The Contractor shall not lay his temporary moorings such as to interfere with the port traffic and such moorings shall be removed if and when required by the Employer.

54. Cost of Repairs

54.1 Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction period shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.

E. FINISHING THE CONTRACT

55. Completion

After completion of the work, the contractor will serve a written notice to the Engineer or his nominee/Employer to this effect. The Engineer or his nominee/Employer upon receipt of this notice shall conduct a complete joint survey of the work within 7 days and prepare a defects list jointly. The defects pointed out by the Engineer or his nominee/Employer would be rectified by the contractor within 14 days and thereafter acceptance report be signed jointly by the contractor and the Employer. This joint acceptance report shall be treated as 'Completion Certificate'.

Substantial Completion of Parts

If any part of the Permanent Works has been substantially completed and satisfactorily passed any Tests on Completion prescribed by the Contract, the Engineer may issue a Taking-Over Certificate in respect of that part of the Permanent works before completion of the whole of the Works and, upon the issue of such Certificate, the Contractor shall be deemed to have undertaken to complete with due expedition any outstanding work in that part of the Permanent Works during the Defects Liability Period.

Surfaces Requiring Reinstatement

Provided that a Taking-Over Certificate given in respect of any Section or part of the Permanent Works before completion of the whole of the Works shall not be deemed to certify completion of any ground or surfaces requiring reinstatement, unless such Taking-Over Certificate shall expressly so state.

56. Taking Over

The Employer shall take over the Site and the Works within seven days of the Engineer or his nominee issuing a certificate of Completion.

Taking-Over Certificate

When the whole of the Works have been substantially completed and have satisfactorily passed any Tests on Completion prescribed by the Contract, the Contractor may give a notice to that effect to the Engineer, with a copy to the Employer, accompanied by a written undertaking to finish with due expedition any outstanding work during the Defects Liability Period. Such notice and undertaking shall be deemed to be a request by the Contractor for the Engineer to issue a Taking- over Certificate in respect of the Works. The Engineer shall, within 21 days of the date of delivery of such notice, either issue to the Contractor, with a copy to the Employer, a Taking- Over

Certificate, stating the date on which, in his opinion, the Works were substantially completed in accordance with the Contract, or give instruction in writing to the Contractor specifying all the work which in the Engineer's opinion, is required to be done by the Contractor before the issue of such Certificate. The Engineer shall also notify the Contractor of any defects in the Works affecting substantial completion that may appear after such instructions and before completion of the Works specified therein. The Contractor shall be entitled to receive such Taking-Over Certificate within 21 days of completion, to the satisfaction of the Engineer, of the Works so specified and remedying any defects so notified.

Taking Over of Sections or Parts

Similarly, in accordance with the procedure set out in above Clause, the Contractor may request and the Engineer shall issue a Taking-Over Certificate in respect of:

a. any Section in respect of which a separate Time for Completion is provided in the appendix to Tender, or
b. any substantial part of the Permanent Works which has been both completed to the satisfaction of the Engineer and, otherwise than as provided for in the Contract, occupied or used by the Employer, or
c. Any part of the Permanent Works which the Employer has elected to occupy or use prior to completion (where such prior occupation or use is not provided for in the Contract or has not been agreed by the Contractor as a temporary measure).

57. Final Account

The Contractor shall supply to the Engineer or his nominee a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Engineer or his nominee shall issue a Defects Liability Certificate and certify any final payment that is due to the Contractor within 60 days of receiving the Contractor's account if it is correct and complete. If it is not, the Engineer or his nominee shall issue within 15 days a schedule that states the scope of the corrections or additions that are necessary for the correction and certify payment of 50% of the undisputed amount to the contractor. If the Final Account is still unsatisfactory after it has been resubmitted the Engineer or his nominee shall decide on the amount payable to the Contractor and issue a payment certificate, within 60 days of receiving the Contractor's revised account.

58. Submission of 'As built Drawings'

"As built" Drawings are required to be submitted by the Contractor and shall

be supplied by them by the dates stated in the Contract Data. If the Contractor does not supply the Drawings and/or manuals by the dates stated in the Contract Data, or they do not receive the Engineer or his nominee's approval, the Engineer or his nominee shall withhold the amount stated in the Contract Data from payments due to the Contractor.

59. Termination

59.1 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.

59.2 Fundamental breaches of Contract include, but shall not be limited to the following:

(a) The Delay in signing of contract agreement beyond prescribed time limit.

(b) The Contractor stops work for 28 days when no stoppage of work is shown on the current Program and the stoppage has not been authorised by the Engineer or his nominee.

(c) the Engineer or his nominee instructs the Contractor to delay the progress of the Works and the instruction is not withdrawn within 28 days.

(d) the Employer or the Contractor becomes bankrupt or goes into liquidation other than for a reconstruction restructure or amalgamation.

(e) a payment certified by the Engineer or his nominee is not paid by the Employer to the Contractor within 50 days of the date of the Engineer or his Nominee's certificate:

(f) The Engineer or his nominee gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Engineer or his nominee.

(g) The Contractor does not maintain a security which is required.

(h) the Contractor has delayed the completion of works by the number days for Which the maximum amount of liquidated damages can be paid as defined in The Contract data and

(i) if the Contractor, in the judgment of the Employer has engaged in corrupt or Fraudulent practices in competing for or in the executing the Contract.

For the purpose of this paragraph: "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer, and includes collusive

practice. Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition."

59.3 When either party to the Contract gives notice of a breach of contract to the Engineer or his nominee for a cause other than those listed under Sub Clause 59.2 above, the Engineer or his nominee shall decide whether the breach is fundamental or not.

59.4 Notwithstanding the above, the Employer may terminate the Contract for convenience subject to payment of compensation to the contractor including loss of profit on uncompleted works. Loss of profit shall be calculated on the same basis as adopted for calculation of extra/additional items.

59.5 If the Contract is terminated the Contractor shall stop work immediately, make the Site safe and secure and leave the Site as soon as reasonably possible.

60. Payment upon Termination

60.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Engineer or his nominee shall issue a certificate for the value of the work done less advance payments received up to the date of the issue of the certificate, less other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable law and less the percentage to apply to the work not completed as indicated in the Contract Data. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be a debt payable to the Employer.

60.2 If the Contract is terminated at the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Engineer or his nominee shall issue a certificate for the value of the work done, the reasonable cost of removal of Equipment repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works and loss of profit on uncompleted works less advance payments received up to the date of the certificate, less other recoveries due in terms of the contract and less taxes due to be deducted at source as per applicable law.

61. Property

All materials on the Site, Plant, Equipment, Temporary Works and Works for which payment has been made to the contractor by the Employer, are deemed

to be the property of the Employer, if the Contract is terminated because of a Contractor's default.

62. Release from Performance

If the Contract is frustrated by the outbreak of war or by other event entirely outside the control of either the Employer or the Contractor, the Engineer or his nominee shall certify that the Contract has been frustrated. The Contractor shall leave the Site and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which commitment was made.

F. SPECIAL CONDITIONS OF CONTRACT

The conditions of contract shall be the general conditions of contract in Section-III (v) as modified or added by the following condition of special conditions as provided in Section – III(vi) herein, which shall be read and construed with the general condition in Section – 3 A to E as if they were incorporated therein. In so far as any of the condition of the special conditions may conflict or be in consisting with any of general conditions of in Section - 3F- Special condition of the contract shall prevail.

63. Labour

The Contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport.

The Contractor shall, if required by the Engineer or his nominee, deliver to the Engineer or his nominee a return in detail, in such form and at such intervals as the Engineer or his nominee may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the Contractor on the Site and such other information as the Engineer or his nominee may require.

64. Compliance with labour regulations

During continuance of the contract, the Contractor and his sub contractors shall abide at all times by all existing labour enactment and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules) regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or Central Government or the local authority. Salient features of some of the major labour laws that are

applicable to construction industry are given below. The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Employer is caused to pay or reimburse such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/Acts/Rules/regulations including amendments, if any, on the part of the Contractor the Engineer or his nominee/Employer shall have the right to deduct any money due to the Contractor including his amount of performance security. The Employer / Engineer or his nominee shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.

The employees of the Contractor and the Sub-Contractor in no case shall be treated as the employees of the Employer at any point of time.

65. Safety, Security and Protection of the Environment.

Subject and without prejudice to any other provision of the Contract, the Contractor shall take all reasonable precautions:

(a) In connection with underground water resources (including percolating water) to prevent

(b) Any interference with the supply to or abstraction from such sources
Pollution of the water so as to affect adversely the quality thereof.

(c) All works shall be carried out without unreasonable noise and disturbance. The Contractor shall indemnify the Employer from and against any liability for damages on account of noise or other disturbance created while or in carrying out the work and from and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in regard or in relation to such liability.

(d) The Contractor at his own cost shall make such provisions for lighting of Works, Temporary Works, Materials and Plant and shall provide all such marks and lights as may be required by the Employer or the Engineer or any other authority having jurisdiction over the Site together with all labour stores and services required for their efficient working and use at any time, day or night.

(e) The Contractor shall also provide at his own cost every description of watching and maintenance required in connection with the foregoing, and all other services for protecting and securing all places dangerous whether to Contractor's workmen or to other persons until the Works are handed over to the Employer, or till such time

when the Engineer decides that such services are no longer required.

All lights provided by the Contractor shall be placed or screened such as not to interfere with any navigation lights or with any traffic or signal lights of any local or other authority.

66. Insurance of Works and Contractor's Equipment

The Insurance shall be issued by Nationalized Insurance Company from its Mangalore Branch which has been determined by the Contractor to be acceptable to the Employer.

The contractor shall at his own costs and expenses obtain and shall cause any subcontractor to obtain such insurance as may be necessary to cover the liability of the contractor or as the case may be of such subcontractor in respect of personal injuries and death arising out of or in the course of or caused during the execution of the works for a minimum amount of Rs. 25 lakhs and shall produce or cause any such subcontractor to produce for inspection the relevant policy or policies together with receipt for the premium paid under such policy/policies as and when required by the Employer.

i. The Employer (NMPA) shall not be liable for any accident, damage or compensation payable to any workman or other person in the employment of the Contractor or any Subcontractor.

ii. Employer Liability Insurance: The Contractor shall indemnify and keep indemnified the Employer i.e. NMPA against all damages or compensation payable at Law in respect of or in consequence of any accident or injury to any workman or other person in the employment of the Contractor or Sub-Contractor against all claims, demands, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto and the Employer shall be at liberty to deduct or adjust from the Contactor's bills an amount that Employer may be called upon to pay towards claims, demands, proceedings, costs, charges and expenses Whatsoever in respect of or in relation to any accident or injury referred to above without any reference to the Contractor.

iii. The Contractor shall comply with all the Central State and Municipal Laws and Rules and shall be solely responsible for complying with the provisions of the Contract Labour (Regulations & Abolition) Act, 1970 & the contract labour (Regulation & Abolition) Karnataka Rules 1974 and rules there under and the enactments that may be applicable including ESI Act, the payment of wages act, Provident Fund Act, the Minimum Wages Act, the Factory's Act. The Workmen Compensation Act or any other applicable legislation and the Municipal by-laws or

other statutory Rules and Regulations whatsoever in force if these are applicable. Any obligations finding or otherwise missed under any statutory enactments, rules & regulations there under shall be the responsibility of the Contractor and the NMPA will take no responsibility for the same. The Contractor should take Workmen's Compensation Policy for his Workers, who are not covered under ESI and submit the same to the EIC immediately after commencement of the work.

iv. The Contractor is liable to pay all Statutory Compensation to the Labourers/persons engaged by him for the satisfactory execution of the works. If any claim is made against New Mangalore Port Authority on this work, the Port Authority shall have the right to deduct the same from the bill amount payable to the contractor after verification of the validity and if admissible as per rules.

v. PERSONAL PROTECTIVE EQUIPMENTS The Contractor shall ensure the use of PPE such as helmets, safety shoes, nose masks, hand gloves, Safety Harness or any other equipment as required depending on nature of work by his staff at site.

67. War Risks Insurance

If the Contractor receives instructions from the Employer to insure against war risks, such insurance if normally available shall be effected, at the cost of the Employer, with the Insurance Company acceptable to the Employer and shall be in the joint names of the Employer and the Contractor.

68. Royalty

Except where otherwise stated, the contractor shall pay to the authority all tonnage and other royalties, rent and other payments or compensation if any, for getting stone, sand, gravel, clay or other materials by him and his subordinates and his subcontractors and required for the works, at the rates and such conditions as notified by the State Government. The applicable rates for royalty is enclosed as Schedule-A in Volume –III. The contractor should submit the Mineral Dispatch Permit (MDP) in original for the quantity executed by the contractor for the requisite quantity of material incorporated in works for which MDP is issued by the authorized supplier. If contractor fails to submit the MDP in original the amount equal to 5 times the royalty charges shall be deducted from the contractor's bills as per prevailing orders issued by the Authority.

69. Transport of Contractor's Equipment or Temporary Works

If it is found necessary for the Contractor to move one or more loads of heavy constructional plant or equipment materials or pre-constructed units or parts

of units of work over roads, highways or bridges on which such oversized and over weight items are not normally allowed to be moved, the Contractor shall obtain prior permission from the concerned authorities. Payments for complying with the requirements, if any, for protection of or strengthening of the roads, highways or bridges shall be deemed to be included in his contract price.

70. Transport of Materials or Plant

The contractor shall save harmless and indemnify the Employer in respect of all claims, proceedings, damages, costs, charges and expenses whatsoever arising out of or in relation to any claim made by the concerned authorities in respect of damage or injury to roads, highways or bridges. In case of failure of the Contractor to settle such claims and in case the Employer is held responsible for payment to the authorities, then the Employer shall settle the claim and the Employer's expenses in this regard, as certified by the Engineer, may be deducted by the Employer from any money due or to become due to the Contractor and the Engineer shall notify the Contractor accordingly with a copy to the Employer.

71. Labor Laws & Regulations

The Contractor shall at all times during the continuance of the Contract comply fully with all existing Acts, regulations and bye-laws including all statutory amendments and re-enactment of State or Central Govt. and other local authorities and any other enactments and act that may be passed in future either by the State or the Central Govt. or local authority, including Indian Workmen's Compensation Act, Contract Labour (Regulation And Abolition) Act 1970 and Equal Remuneration Act 1976, Employees' State Insurance Act, 1948, Factories Act, Minimum Wages Act, Provident Fund Regulations. Employees' Provident Fund Act and schemes made under the same Act, Health and Sanitary Arrangements for Workmen, Insurance and other benefits and shall keep the Employer indemnified in case any action is commenced for contravention by the Contractor. If the Employer is caused to pay or reimburse any amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated here-forth on the part of the Contractor, the Engineer shall have the right to recover from the Contractor any sum required estimated to be required for making good the loss or damage suffered by the Employer. The Tenderers must have valid ESI and PF registration and shall maintain the records prescribed under ESI Regulations

and PF Act & make the contribution towards ESI and PF in respect of persons employed by the Contractor. The contractor shall make available such records for inspection by ESI and PF authorities during inspection and furnish the copies of such records to the employer regularly. The EPF and ESI contribution on the part of the employer in respect of this contract shall be paid by the contractor. These contributions on the part of Employer paid by the contractor shall be reimbursed by the Engineer –in – charge to the contractor on actual basis. The minimum wages applicable for Mangalore City is enclosed as Schedule – B in Volume – III.

71.1. Accident Prevention / Safety Officer

The Contractor shall have on his staff on site an officer dealing with all matters regarding safety and protection against, accidents of all staff and labour. This officer shall be qualified for this work and shall have the authority to issue instructions and shall take protective measures to prevent accidents.

71.2 Disorderly Conduct

The Contractor shall at all times take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst his staff and labour and for the preservation of peace and protection of Persons and property in the neighborhood of the Works from the same.

71.3 Health and Safety

Due precautions shall be taken by the Contractor, and at his own cost, to ensure the safety of his staff and labour and, in collaboration with and to the requirements of the local health authorities, to ensure that medical staff, first aid equipment and stores, sick bay and suitable ambulance services are available at the camps, housing and on the site at all times throughout the period of the Contract and that suitable arrangements are made for the prevention of epidemics and for all necessary welfare and hygiene requirements.

71.4 Supply of Water

The Contractor shall, so far as is reasonably practicable, having regard to local conditions provide on the Site, to the satisfaction of the Engineer's Representative, an adequate supply of drinking and other water for the use of the Contractor's staff and work people.

71.5 Alcoholic Liquor or Drugs

The Contractor shall not, otherwise than in accordance with the Statues,

Ordinances and Government Regulations or Orders for the time being in force, import, sell, give, barter or otherwise dispose of any alcoholic liquor, or drugs or permit or suffer any such importation, sale, and gift, barter disposal by his sub-contractions agents or employees.

71.6 Arms and Ammunition

The Contractor shall not give, barter or otherwise dispose of to any persons or person, any arms or ammunition of any kind or permit or suffer the same as aforesaid.

71.7 Festivals and Religious Customs

The Contractor shall in all dealings with labour in his employment have due regard to all recognized festivals, days of rest and religious or other customs.

71.8 Epidemics

In the event of any outbreak of illness of an epidemic nature, the Contractor shall comply with and carry out such regulations, orders and requirements as may be made by the Govt., or the local medical or sanitary authorities for the purpose of dealing with and overcoming the same.

71.9 Employment of Person in the Service of Others

The Contractor shall not recruit or attempt to recruit his staff and labour from amongst persons in the service of the Employer or other agencies engaged for any works of the Employer.

71.10 Housing for Labour

Save in so far as the Contract otherwise provides, the Contractor shall provide and maintain such accommodation and amenities as he may consider necessary for all his staff and labour employed for the purposes of or in connection with the Contract, including all fencing water supply (both for drinking and other purposes), electricity supply, sanitation, cook houses fire prevention and fire-fighting equipment, **crèche for children** of his staff and labour employed for the purposes, furniture, other requirements in connection with such accommodation or amenities. On completion of the Contract, unless otherwise agreed with the Employer, the temporary camps/housing provided by the Contractor shall be removed and the site reinstated to its original condition, all to the approval of the Engineer. The land for construction of labour camps shall be allotted outside the security area to the extent available and such area allotted for labour camps will be charged a ground rent at TAMP approved rates. The ground rent is liable for change as per the prevailing TAMP rates from time to time during the

currency of the contract.

71.11 Fair Wages, Records, Inspection

The Contractor shall pay the labourers engaged by him on the work not less than a fair wage which expression shall mean whether for time or piecework the respective rates of wages as fixed by the Public Works Department as fair wages for Dakshina Kannada District payable to the different categories of labourers of those notified under the Minimum Wages Act.

The Contractor shall maintain records of Wages and other remuneration paid to his employee in such form as may be convenient and to the requirements of the Employer/Engineer and the Labour Enforcement Officer (Central), Ministry of Labour, Govt. of India, or such other authorized person appointed by the Central Govt. The Contractor shall allow inspection of the aforesaid Wage Records and Wage Slips to the Engineer and to any of his workers or to his agent at a convenient time and place after due notice is received, or to any other person authorized by him on his behalf.

71.12 Reporting of Accidents

The Contractor shall report to the Engineer details of any accident as soon as possible after its occurrence. In the case of any fatality or serious accident, the Contractor shall, in addition, notify the local police authorities immediately by the available means.

71.13 Observance by Sub-Contractors

The Contractor shall be responsible for observance by his sub-contractors of the foregoing provisions.

71.14 Port Entry Permission

The Contractor shall submit prior application for Port entry passes to the concerned Port authority for his Materials, labors and the staffs engaged in the works. The Contractor has to get the vehicle and labor RIFD based passes for the entry inside the wharf area based on prevailing rates.

71.15 Site - Protected Area

The Site of Work is a protected area. Entry to the Port premises is regulated by entry passes. These passes will be issued by the Central Industrial Security Force or any other authority authorized by the Employer. The Contractor should furnish a list of person for whom the

passes are to be issued to the Engineer and arrange to obtain the passes from the appropriate authority, based on the recommendation of the Engineer and abide by the Rules of the New Mangalore Port Authority with regard to entry etc. For the entry of trucks and other vehicles also, the Contractor should obtain necessary permits. The Contractor shall retain the original passes obtained by them in respect of their labour and staffs engaged in the Works and produce the same to the Engineer as and when called for. It should not be either destroyed or allowed to be taken by the labour/staff after its use.

72. Life Saving Appliances and First Aid

The Contractor shall provide and maintain upon the Works sufficient proper and efficient life saving appliances and first aid equipment to the approval of the Engineer. The appliances and equipment shall be available for use at all times.

73. Diving Operations

a) Any diving work shall be carried out in accordance with the Diving Operations Regulations of the Government of India.

b) Before any diving work is undertaken the Contractor shall supply the Engineer or his representative with two copies of the Code of signals to be employed and is to have a copy of such Code Prominently displayed on the craft or structure from which the operations take place

74. Bribes

If the Contractor, or any of his Subcontractors, agents or servants gives or offers to give to any person any bribe, gift, gratuity or commission as an inducement or reward for doing or forbearing to do any action in relation to the Contract or any other contract with the Employer, or for showing or forbearing to show favour or disfavor to any person in relation to the Contract or to any other contract with the Employer, then the Employer may enter upon the Site and the works and terminate the employment of the Contractor and the provisions of Clause 63 hereof shall apply as if such entry and termination had been made pursuant to that Clause.

The bidders shall give an undertaking that they have not made any payment or illegal gratification to any person/authority connected with the bid process so as to influence the bid process and have not committed any offence under the PC Act in connection with the bid.

75. Details to be Confidential

The Contractor shall treat the details of the contract as private and confidential, save insofar as may be necessary for the purposes thereof, and shall not publish or disclose the same or any particulars thereof in any trade or technical paper of elsewhere without the previous consent in writing of the employer. If any dispute arises as to the necessity of any publication or disclosure for the purpose of the Contract the same shall be referred to the decision of the Employer whose award shall be final.

76. Contractor's Temporary works, office, etc.

76.1 The Contractor shall submit to the Engineer for his approval not less than 15 days before commencement of erection of any part of Temporary Works, drawings and detailed proposals for the method of construction of Temporary works such as office, store, false work and temporary platforms etc. which he intends to construct for the execution of the contract and no such work shall be constructed before obtaining the written approval of Chief Engineer. These temporary works, office, store etc. shall be erected at or near the work area subject to approval of the Employer and the land space for the same will be allotted free of ground rent to the extent available. The Contractor shall obtain permission for any Temporary Works and would ensure that during execution of works the statutory requirements of the concerned authorities such as New Mangalore Port Authority, Police, Customs, etc. would be complied with.

76.2 Submission of Reports, Returns, etc.

All reports, statements, returns, drawings, diagrams etc. which the Contractor is required to submit to the Engineer during the progress of the Works, shall be furnished in triplicate without any additional cost.

77. Water Supply

Water to the extent available will be supplied to the Contractor at a fixed point on the main water supply line within the Port area. The plumbing connection and extension of necessary supply pipeline to the working area shall be arranged by the Contractor at his own cost. The Contractor shall also provide a water meter at his cost for metering the quantity of water used. Charges for the consumption of the water will be paid by the Contractor to the Employer at notify rate as applicable time to time during the currency of the Contract. For non-supply of water at any stage port will not be responsible and the

Contractor shall not have any claim whatever for loss or damage.

78. Power Supply

The Electricity connection for lighting, welding and other mechanical works to the extent available will be made available by the Employer within the Port area. Drawing of power lines etc. from the available point of supply of power to the actual work site either by overhead lines or underground cables shall be arranged by the contractor at his cost. The temporary lines and connections by the Contractor shall be approved by the Engineer's representative before availing power. The Contractor shall provide Trivector Meter to read consumption in units, power demand and power factor.

The Contractor shall indicate his requirement of power to the Engineer within 15 days from the date of the letter of acceptance of the tender. lf the power requirement is more than 50 KW, the Contractor has to avail the power supply at 11 KV and install his own transformer of suitable capacity and work carried out as per IE Rules & Regulations as approved by the CEA. The Contractor shall pay to the Employer, the power charges as per the prevailing Tariff schedule of MESCOM in force during the work of the Contractor. At present, it is Rs.7.46 per unit consumed and demand charges @ Rs. 190.00 per KVA or part thereof per month on connected load, security deposit Rs. 4,604.00 per KVA along with departmental charges @ 23.75% of the bill amount. The Contractor shall also pay the connection and disconnection charges as applicable.

The Contractor shall ensure that the power factor of the system does not fall below 0.90 at any time and shall provide at his cost required capacity capacitors bank to maintain the Power Factor of all power loads. If the capacity of the capacitor found less than stipulated as per regulation during inspection, surcharge at Rs. 0.03 per unit will be levied. The contractor shall pay refundable Security Deposit of Rs. 4,604/- per KVA of the sanctioned load, before availing the power supply in the form of a Demand Draft drawn in favour of FA&CAO, NMPA from any Scheduled Bank.

The Contractor shall submit a complete drawing of the power points, wiring, diagram indicating all electrical loads, earthing etc. in complete shape along with the completion report. The Trivector Meter provided is calibrated either by M/s. MESCOM or NITK, Surathkal, and such a Certificate to be produced. For non-supply of power at any stage port will not be responsible and the Contractor shall not have any claim whatever for loss or damage.

79. Taxes and Duties

79.1 The Contractor shall pay Tax if any and other levies as applicable from time to time. GST at applicable rate shall be shown separate line items in the Tax invoice.

79.2 Sales / Turnover Tax on Works Contract (Deleted)

79.3 Income Tax

The Contractor and his staff shall be responsible for payment of all personal income taxes to the concerned authorities as per the law in force from time to time. Deduction of Income Tax shall be made by the Employer from each certificate of payment to the contractor at the rate of 2% plus surcharge or such other rates as may be specified by the Central Government from time to time, on the gross amount of the Contractor's bill for payment.

79.4 Goods and Service tax

The contractor shall not include GST component in rate. The GST shall be paid to the contractor separately as applicable. The contractor shall submit running account bills indicating GST separately as applicable. The Contractor shall be responsible for the payment of GST applicable, to the GST authority. The contractor shall file the applicable returns with tax department in time and submit the same as documentary evidence.

The invoice with respect to supplies should contain following information:-

- Name of the Customer : New Mangalore Port Authority
- GSTIN of the Customer : 29AAALN0057A2ZG
- All other information as specified in GST act and GST tax invoice rules such as SAC code, Supplier address, Supplier GSTIN, IRN number QR code etc.

Noncompliance of the above result in rejection of invoice.

The Invoice should be uploaded to GST website on monthly basis with in the due date as specified by GST act. Input tax credit lost by Port due to any error, omission or non filing of return will be recovered from any amount due to the supplier Any input tax credit lost by the Port due to due to any error, omission or non filing of return will be recovered from the bills and other monies available with the Port

80. Price Adjustment (not applicable to this contract)

81. Noise and Disturbance

All works shall be carried out without unreasonable noise and disturbance. The Contractor shall indemnify the Employer from and against any liability for damages on account of noise or other disturbance created while or in carrying out the work and from and against all claims demands proceedings

damages costs charges and expenses whatsoever in regard or in relation to such liability.

82. Safety Code

Necessary Indian Safety regulations for the safety purpose shall be adhered to by the contractor and he will be held responsible for any violations of the same. The set of such conditions (regulation) is available with NMPA and the contractor is required to go through it before tendering.

Besides the above, the Contractor shall also scrupulously adhere to and observe the following safety codes:

The Contractor has to provide sufficient barricades to site of work so that traffic plying nearby should not damage the recently concreted work. In case of any damage on account of above, the entire responsibility will remain with contractor and nothing extra will be paid on this account.

Suitable and strong scaffolds should be provided for the workmen for all work that cannot be safely done from ground. No portable single ladder shall be over 8 meters in length. Hoisting machines and tackles used in the works including their attachments, and supports shall be in perfect condition as per stipulations of the relevant Rules. The ropes used for hoisting or lowering materials or as means or suspension shall be of durable quality and adequate strength and free from defects.

The excavated material shall no be placed within 1.5 meters of the edge of the trench or half of the depth of the trench, whichever is more. All trenches and excavation shall be provided with necessary fencing to lighting. Every opening in the floor of a building or in a working platform shall be provided with suitable fence to prevent the fall of persons or materials. No floor, roof or other parts of the structure shall be so overloaded with debris or materials as to render it unsafe.

Workers employed on mixing and handling materials such cement, cement mortar, concrete, lime mortar and asphalt shall be provided with protective footwear and rubber hand gloves and thin cloth for covering face and head.

Those engaged in welding work shall be provided with welder protective eye shield and glove.

All safety rules shall be strictly followed while working on live electrical systems or installations as stipulated in the relevant Rules.

83. Port Authority Rules

The Contractor shall observe the Conservancy Rules relating to the harbour and shall always take such necessary additional steps to keep the harbour waters free of noxious or unhygienic matters coming from his works as are

required by the Employer. Under no circumstances shall inflammable materials be allowed to spill into the harbour waters.

The Contractor shall always observe and comply with the working rules and regulations of the Port Authority in force or as issued from time to time.

84. Execution of work

The contractor shall be required to execute the work in such a way so as not to cause any damage, hindrance or interference with port activities going on in the area or nearby. He should not also deposit the materials at such places which may cause inconvenience to the public and the work going on in the nearby area The Contractor shall have to make good all damages done by him to the structures nearby while executing the work and no extra payment shall be made to him on that account.

All the materials required to be used in the work shall have to be got approved from the Engineer-in-Charge before stacking at the site of work.

Barricading, including proper lighting arrangement in the night at the required places shall have to be provided by the contractor at his own cost, including necessary arrangements for proper movement of traffic by carefully maintained approaches and road diversions with suitable sign boards for indications of road signs etc. as directed by the Engineer-in-Charge.

85. Customs Duty

Being Port Development Project, Customs Duty shall be applicable as per project import chapter 9801.00 read with Notification 17-2001, serial No. 38 (vi) and Notification 42-96 amended by 21-2000 of customs tariff, Government of India.

Customs Duty leviable shall be paid directly by the Contractor to the Customs Authorities, Government of India. The Employer shall reimburse this amount upon submission of documentary evidence in original for the proof of payment of such Customs Duty. The reimbursement of such amount towards Customs Duty shall be limited to the Ceiling amount quoted by the Contractor in the Bill of Quantities as above. If the Contractor incurs Customs Duty Levy less than the said Ceiling Amount, the reimbursement by the Employer shall be limited to the documented cost of Customs Duty levies actually paid to the Customs Authorities, Government of India. If the Actual Customs Duty levies paid by the Contractor exceeds the said Ceiling Amount, then the reimbursement by the Employer shall be limited to the Ceiling Amount. The reimbursement of the Customs Duty will be limited only to the Imported

Materials listed in "Preamble and Bill of Quantities", BOQ No.__. During the execution of the Works, if it necessitates for expeditious completion of the Works, Contractor may resort to import of any of the materials not listed aforesaid, with the approval of the Employer. However, the aggregate amount of Customs Duty to be reimbursed shall not exceed the lump sum amount offered in the Priced Bill of Quantities.

It shall be the responsibility of the Contractor to provide the requisite particulars and documents to the customs and other Government authorities and get the Imported Materials cleared and transported in time. The Contractor shall be fully responsible for port and Customs clearance including stevedoring, handling, unloading, loading, storage, inland transportation, if any of materials, equipments and plant to storage godowns, yards, sites etc. The contractor shall be fully responsible for any delays, penalties charges and losses if any in this regard.

The Employer shall upon request from the Contractor along with necessary details, provide recommendatory letter(s) for Imported Materials at concession rate or Customs Duty as applicable. However, the responsibility for obtaining such concession rate of customs duty shall be that of the Contractor.

It shall be the responsibility of the Contractor to check the latest position on Customs duty levies applicable and the Employer does not accept any liability on the account. For bill of Lading, the "Consignee" for permanent materials to be incorporated into the Works will be the New Mangalore Port Authority. The Contractor will be "Notify Party". Notwithstanding the above, obtaining "Essentiality Certificate" (if any), payment of deposit (if any) towards Customs Duty, etc. shall be the responsibility of the Contractor.

The Contractor shall give an undertaking follows:

a) Being the ultimate Employer of the materials to be imported and incorporated into the works covered under the Tender _____ _____ _____ we request New Mangalore Port Authority to be consignee in the matter of permanent materials to be imported by us at our cost (covering payments of materials by letter of credit) including freight, insurances, taxes and any other charges whatsoever payable in connection with the import and its incorporation into the work.

b) We hereby confirm, in the event of New Mangalore Port Authority becoming consignee, it will not absolve us from any of the obligations, and will not alter the payment terms under the Contract No. SCB II/ 2009 dated ..... between ..... (*the Contractor*) and New Mangalore Port Authority.

c) New Mangalore Port Authority becoming a consignee is a matter of convenience and

we undertake to abide by all the obligations, responsibilities etc. as if we are our self a consignee.

d) In respect of nay consequences arising out of New Mangalore Port Authority becoming the consignee we hereby unequivocally and irrevocably agree to indemnify New Mangalore Port Authority for such consequences.

e) We also undertake and confirm to obtained all permits and licenses etc. at our own cost. New Mangalore Port Authority's responsibilities in this regard will be the same as under the said contract and limited to issuing required recommendatory letters for obtaining such permits and licenses.

f) *This undertaking does not in anyway vitiate our contractual liabilities and* obligations cast upon us by Contract No. / 20XX dated ..... between .....(*the Contractor*) and New Mangalore Port Authority.

86. Drawings & Designs

(a) General details of the works are shown on the drawings accompanying this tender document. The Engineer will supply to the Contractor from time to time during the progress of the works such further working drawings as will be necessary in his opinion for the proper and adequate execution and maintenance of the Works in accordance with the Engineer's designs and/or any modification thereof as decided by the Engineer and the Contractor shall carry out the work in accordance with the said working drawings. Two sets of such working drawings will be issued. If the Contractor requires more sets he will have to make his own arrangement at his cost. Residual Design, Detailing & Engineering: - The Engineer to the project has done the detailed design and engineering for the subject tender. During execution of the work the residual design, detailing and engineering, if needed, is to be carried out by the contractor at no extra cost to the Employer. For equipment/ Installations detailed drawings need to be produced by the contractor at no extra cost to the Employer. The contractor shall also get approved such design, detailing & engineering from the Engineer.

(b) In the event of the Contractor proposing any alteration/modification to the Engineer's design, detail, method of construction, he shall at his own expenses prepare and submit for approval of the Engineer copies in duplicate (in the first instance) of detailed working drawings which may be required for such alteration/modification and at the same time call the attention of the Engineer to any alternative detail or modification of the contract drawings which the Contractor may wish to make at least 30 days prior to the

commencement of the work or part of the work to which such drawings relate. The contractor shall at the same time, if so required by the Engineer, furnish calculation sheets in duplicate relating to the strength and anticipated deflections in respect of such altered/modified works. The Engineer will, after any such alteration which he may approve, record on the copies as amended his approval and will return one copy of the drawings and calculation sheets to the contractor, who shall carryout the work in accordance therewith. The contractor shall forward to the Engineer three additional copies of the working drawings and calculation sheets as approved in additions to these working drawings and calculation sheets as approved. In addition to these working drawings are also to be submitted (the same procedure as in the ease of the contractor) in respect of any work proposed to be executed by sub-contractors. The approval of the Engineer of all or any of the calculation sheets, drawings shall not relieve the contractor of responsibility in connection with the execution of the altered/modified or subcontractor's work.

(c) Submission of 'As built Drawings'

"As built" Drawings are required to be submitted by the Contractor and shall be supplied by them by the dates stated in the Contract Data. If the Contractor does not supply the Drawings and/or manuals by the dates stated in the Contract Data, or they do not receive the Engineer or his nominee's approval, the Engineer or his nominee shall withhold the amount stated in the Contract Data from payments due to the Contractor.

87. Monsoon Period

Monsoon period will be reckoned from 1st June to 30th September.

88. Progress Report

The following reports shall be submitted for review; as an input to the Management meeting to be held as per Clause No 31 of Conditions of Contract.

88.1 Daily reports

The contractor shall submit daily report indicating daily activities, weather condition, actual manpower, equipment and the prominent materials available and arriving to site. The contractor shall submit the daily report format to the Department for prior approval.

88.2 Monthly Reports

Monthly progress reports shall be prepared by the Contractor and submitted to the Engineer in triplicate. The first report shall cover the period up to the end of the first calendar month following the Commencement Date. Reports shall be submitted monthly thereafter, each within 7days after the last day of the period to which it relates. Reporting shall continue until the Contractor has completed all work, which is known to be outstanding at the completion date, stated in the Taking-Over Certificate for the Works.

Each report shall include:

a) Charts and detailed descriptions of progress, including each stage of design (if any), Contractor's Documents, procurement, manufacture, delivery to Site, construction, erection and testing; and including these stages for work by each Sub-Contractor,

b) Photographs in hardcopy & digital copy and videography in two sets showing the various stages of progress on the Site monthly;

c) For the supply of manufactured items, the name of the manufacturer, manufacture location, percentage progress, and the actual or expected dates of:

i) Commencement of manufacture,

ii) Contractor's/Engineer's inspections,

iii) Tests,

iv) Shipment and arrival at the Site;

d) Copies of quality assurance documents, test results and certificates of Materials;

e) Safety statistics, including details of any hazardous incidents and activities relating to environmental aspects and public relations; and

f) Comparisons of actual and planned progress, with details of any events or circumstances which may jeopardize the completion In accordance with the Contract, and the measures being (or to be) adopted to overcome delays.

89. Completion Documents (not applicable)

To treat that the work has been completed and issue a final payment certificate, the following documents will be deemed to form the completion documents:

i) The Technical documents according to which the work was carried out.

ii) The set of construction drawings showing therein the modifications and corrections made during the course of execution signed by the Engineer.

iii) Certificates of final levels and dimensions as set out for various works.

iv) Certificates of tests performed for various works.

v) "As Built" Drawings.

90. Submission of statutory documents

The successful bidder, with in 7days from the date of work order, shall submit self-

attested copy of statutory documents such PAN card, GST registration certificate, ESI registration certificate, EPF registration certificate, Labour Identification Number (LIN) and any other documents required for successful completion of work.

G. SALIENT FEATURES OF SOME MAJOR LAWS APPLICABLE TO ESTABLISHMENTS ENGAGED IN CONSTRUCTION WORK

(a) Workmen Compensation Act 1923:- The Act provides for compensation in case of injury by accident arising out of and during the course of employment.

b) Payment of Gratuity Act 1972: Gratuity is payable to an employee under the Act on satisfaction of certain conditions on separation if an employee has completed 5 years service or more on death at the rate of 15 days wages for every completed year of service. The Act is applicable to all establishments employing 10 or more employees.

(c) Employees P.F and Miscellaneous Provision Act 1952: The Act Provides for monthly contributions by the employer and workers @ 13.00% and12% respectively. The benefits payable under the Act are:

(i) Pension to family pension on retirement or death, as the case may be.

(ii) Deposit linked insurance on the death in harness of the worker.

(iii) Payment of P.F accumulation on retirement/death etc.

d) Maternity Benefit Act 1951:-The Act provides for leave and some other benefits to workmen/ employees in case of confinement or miscarriage etc.

e) Contract Labour (Regulation & Abolition) Act 1970:-The Act provides for certain welfare measures to be provided by the Contractor to contract labour and in case the Contractor fails to provide, the same are required to be provided, by the Principal Employer by Law. The Principal Employer is required to- take Certificate of Registration and the Contractor is required to take license from the designated Officer. The Act is applicable to the establishments or Contractor of Principal Employer if they employ 20 or more contract labor.

f) Minimum Wages Act 1948: The Employer is supposed to pay not less than the Minimum Wages fixed by appropriate Government as per provisions of the Act if the employment is a scheduled employment Construction of Buildings, Roads, Runways are scheduled employment.

(g) Payment of Wages Act 1936:-It lays down as to by what date the wages are to be paid when it will be paid and what deductions can be made from the wages of the workers.

(h) Equal Remuneration Act 1979:-The Act provides for payment of equal wages for work of equal nature to Male and Female workers and for not making discrimination against Female employees in the matters of transfers, training and promotions etc.

i) Payment of Bonus Act 1965: The Act is applicable to all establishments employing 20 or more employees. The Act provides for payments of annual bonus subject to a

minimum of 8.33% of wages and maximum of 20% of wages to employees drawing Rs.3,500/- per month or less. The bonus to be paid to employees getting Rs.2,500/- per month or above up to Rs.3,500/- per month shall be worked out by taking wages as Rs.2,500/- per month only. The Act does not apply to certain establishments. The newly set-up establishments are exempted for five years in certain circumstances. Some of the State Governments have reduced the employment size from 20 to 10 for the purpose of applicability of this Act.

j) Inter-State Migrant workmen's (Regulation of Employment & Conditions of Service) Act 1979: The Act is applicable to an establishment which employs 5 or more inter-state migrant workmen through an intermediary (who has recruited workmen in one state for employment in the establishment situated in another state). The Inter-State migrant workmen, in establishment to which this Act becomes applicable, are required to be provided certain facilities such as housing, medical aid, travelling expenses from home upon the establishment and back,

k) The Building and Other Construction workers (Regulation of Employment and Conditions of Service) Act 1996 and the Cess Act of 1996:-All the establishments who carry on any building or other construction work and employs 10 or more workers are covered under this Act. All such establishments are required to pay cess at the rate not exceeding 2% of the cost of construction as may be modified by the Government. The Employer of the establishment is required to provide safety measures at the Building or Construction work and other welfare measures, such as Canteens, First-Aid facilities. Ambulance, Housing accommodations for workers near the work place etc. The Employer to whom the Act applies has to obtain a registration certificate from the Registering Officer appointed by the Government.

v) CONTRACT DATA

Items marked "N/A" do not apply in this Contract.

Sl. No.	Description	Reference Cl. No.
1	The following documents are also part of the Contract	
	The Schedule of other contractors	(8)
	The Schedule of Key personnel	(9)
2	The above insertions should correspond to the information provided in the Invitation of Bids.	
3	The Employer is	(1)
	New Mangalore Port Authority, Panambur, Mangalore – 575010	
	Name of Authorized Representative:	
	Name : Chairman, New Mangalore Port Authority, Panambur, Mangalore – 575010	
4	The Engineer is	
	Name : Chief Engineer (C), New Mangalore Port Authority, Panambur, Mangalore- 575010	
	Name of Nominee is	
	Name : Superintending Engineer (SE(C-II)) Civil Engineering Department, NMPA, Panambur, Mangalore- 575010	
5	The name and identification number of the Contract is	
	Name of Contract:- "Construction of Civil Structure for providing water cooler near new shed no.1 & 2"	(1)

<table>
<tr><th>Sl. No.</th><th>Description</th><th>Reference Cl. No.</th></tr>
<tr><td></td><td>Tender no: CIVIL/CE(C)/EE(C)/52/2023-24</td><td></td></tr>
<tr><td>6</td><td>The works consist of “Construction of Civil Structure for providing water cooler near new shed no.1 & 2”.</td><td>(1)</td></tr>
<tr><td>7</td><td>Schedule date of commencement 7 days from the date of Issue of Letter of Acceptance.

However No work shall be commenced before signing of contract Agreement.</td><td>Conditions of contract A-General 1.Definitions

59.2(a)</td></tr>
<tr><td>8</td><td>The Contract price is the price stated in the letter of acceptance. However payment will be made as per actual work done accordance with the contract provisions.</td><td>1.Definitions</td></tr>
<tr><td>9</td><td>The Intended completion Date for the whole of the Work is 3 (Three) Months (including monsoon) with the following milestones:</td><td>(17,27)</td></tr>
<tr><td>10</td><td>Milestone dates:
<table><tr><td>Physical works to be completed</td><td>Period from the date of commencement of work</td></tr><tr><td colspan="2">Milestones dates shall be provided to the Contractor by the Executive Engineer executing the work for completion of the work as per the scheduled date.</td></tr></table></td><td>(27)</td></tr>
<tr><td>11</td><td>The following shall form part of the Contract Document:
(1) Form of Agreement
(2) Letter of Acceptance
(3) Contractor’s Bid
(4) Contract Data
(5) Conditions of Contract including Special Conditions of Contract
(6) Specifications
(7) Drawings
(8) Bill of quantities and
(9) Any other documents listed in the Contract Data as forming part of the Contract.</td><td>(2.3)</td></tr>
</table>

Sl. No.	Description	Reference Cl. No.
	(10) Correspondence exchanged after the opening of the Bid and before the issue of Letter of Acceptance by which the Condition of Contract are amended, varied or modified in any way by mutual consent (to be enumerated).	
12	The Contractor shall submit a Program for the Works within 14 days of delivery of the letter of Acceptance.	(27)
13	The site possession date The site will be handed over immediately after issue of Letter of acceptance and the site is free from encumbrances.	(21)
14	The site is defined in drawing No.22/132-LP	
15	The Defects Liability Period is 1 (One) year	(35) 13
16	The minimum insurance cover for physical property, injury and death is Rs. 5,00,000/- (Rupees five Lakhs) per occurrence with the number of occurrences limited to four. After each occurrence, contractor will pay additional premium necessary to make insurance valid for four occurrences always.	
17	The following events shall also be Compensation Events: The Employer terminates the contract for his convenience.	(44)
18	The period between Programme updates shall be 30 days.	(27)
19	The amount to be withheld for late submission of an updated Programme shall be Rs. 25,000/-.	(27)
20	The Penalty for the delay in submission of the Performance guarantee shall be at the rate of 0.25% of the amount of performance guarantee for each week or part of the week for the number of weeks delayed beyond the stipulated date of submission.	(52.2) 34.1
21	The language of the Contract documents is English.	(3)
22	The law, which applies to the Contract, is the law of Union of India.	(3)
23	The currency of the Contract is Indian Rupees.	(46)

Sl. No.	Description	Reference Cl. No.
24	Fees and types of reimbursable expenses to be paid to the Dispute Review Board (Deleted) As per actuals and equally shared by both the parties. (NA)	(25)
25	The Dispute Review Board shall be constituted after signing of the agreement on mutually agreed terms. (Appendix 1). (Deleted) (NA)	(25)
26	Price Adjustment (deleted)	(47) (80)
27	The proportion of payments retained (retention money) shall be 10% of total tax invoice value from each bill subject to a maximum of 5% of the contract price including GST as applicable.	(48)
28	The maximum amount of liquidated damages for the whole of the works is 10 % of the contract price plus taxes and duties. The half per cent (½%) per week L.D is applicable for delay period of $\frac{1}{3}$of contract period and thereafter 10% L.D is applicable.	[49]
29	Clause No. 49A (v) deleted.	
30	Advance payment is not applicable to this contract	[51]
31	Repayment of secured advance: deleted	(51.6)
32	The Securities shall be for the following minimum amounts equivalent as a percentage of the Contract Price.	(52)
33	Performance Security in the form of Bank guarantee for 5% of the contract price including GST.	(52.2)
34	The standard form of Performance Security acceptable to the Employer shall be an unconditional Bank Guarantee of the type as presented in Section III (iv) of the Bidding Documents.	Annexure-A
35	The Contractor has to submit the final claim for reimbursement of ESI and EPF contribution on the part of the employer in respect of this contract within 60 days from the date of completion of work.	(71)

FORM OF SECURITIES

Acceptable forms of securities are annexed. Bidders should not complete the Performance Security form at this time. Only the successful Bidder will be required to provide Performance and Advance Payment Securities in accordance with one of the forms, or in a similar form acceptable to the Employer.

Annexure A: Performance Bank Guarantee

Annexure B: Bank Guarantee for Advance Payment

ANNEXURE - A

PERFORMANCE BANK GUARANTEE

To: _____ [name of Employer]
_____ [address of Employer]

WHEREAS_____ [name and address of Contractor] (hereinafter called "the Contractor") has undertaken, in pursuance of Contract _____ No._____ dated_____ to execute _____ _____ [name of Contract and brief description of Works] (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of _____ [amount of guarantee]1 _____ [In words], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand, and without cavil or argument, any sum or sums within the limits of _____ [amount of guarantee]1 as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until 28 days from the date of expiry of the Defects Liability Period.

Notwithstanding anything mentioned above,

Our liability against this guarantee is restricted to Rs..... (Rupees

..... only) and unless a claim in writing is lodged with us within 3 months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharges.

IN WITNESS WHEREOF this guarantee has been duly executed on this ..... day of .....

Signature and seal of the guarantor _____

Name of Bank _____

Address_____Date_____

_____

1An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract and denominated in Indian Rupees.

Annexure B (NA)

BANK GUARANTEE FOR ADVANCE PAYMENT (NOT APPLICABLE)

To: _____ [name of Employer]

_____ [address of Employer]

_____ [name of Contract]

Gentlemen:

In accordance with the provisions of the Conditions of Contract, Sub-clause 51.1 ("Advance Payment") of the above mentioned Contract, _____[name and address of Contractor] (hereinafter called "the Contractor") shall deposit with_____[name of Employer] a bank guarantee to guarantee his proper and faithful performance under the said Clause of the Contract in an amount of

1

_____[amount of guarantee] _____[in words].

We, the_____ [bank or financial institution], as instructed by the Contractor, agree unconditionally and irrevocably to guarantee as primary obligator and not as Surety merely, the payment to_____[name of Employer] on his first demand without whatsoever right of objection on our part and without his first claim to the Contractor, in the amount not exceeding _____[amount of guarantee]1 _____[in words].

We further agree that no change or addition to or other modification of the terms of the Contract or of Works to be performed there under or of any of the Contract documents which may be made between_____[name of Employer] and the Contractor, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

The guarantee shall remain valid and in full effect from the date of the advance payment under the Contract until_____[name of Employer] receives full repayment of the same amount from the Contractor.

Notwithstanding anything mentioned above,

Our liability against this guarantee is restricted to Rs.....(Rupees .....only) and unless a claim in writing is lodged with us within 3 months of the date of expiry or the extended date of expiry of this guarantee all our

liabilities under this guarantee shall stand discharges.

IN WITNESS WHEREOF this guarantee has been duly executed on this .....day of .....

Yours truly,

Signature and seal:_____

Name of Bank / Financial Institution:_____

Address:_____

Date:_____ 1. An amount shall be inserted by the bank or financial institution representing the amount of the Advance Payment, and denominated in Indian Rupees.

Annexure – C (NA)

BANK GUARANTEE FOR RETENTION MONEY (NOT APPLICABLE)

To,

New Mangalore Port Authority,
Administrative Building,
Panambur,
Mangalore – 575 010.

1. In consideration of the Board Members of the New Mangalore Port Authority, Mangalore (hereinafter called "The Board" having agreed to refund _____ _____ (hereinafter called "the said contractor(s)") under the terms and conditions of an Agreement No._____ made between New Mangalore Port Authority and _____ (hereinafter called "the said Agreement") the retention money for the due fulfillment by the said contractor(s) of the terms and conditions contained in the said agreement on production of a bank guarantee for _____. We _____ (hereinafter referred to as "the Bank") at the request of M/s._____ do hereby undertake to pay the Board an amount not exceeding _____ on demand.

2. We _____ do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Board stating that the amount claimed is required to meet the recoveries due or likely to be due from the said Contractor(s). Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs._____
3. We _____ undertake to pay the Board any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceeding pending before any Court or Tribunal relating there to, our liability under this present being absolute and unequivocal.

   The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor(s) shall have no claim against us for making such payment.

4. We _____ further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Board under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till Engineer-in-charge on behalf of the Board certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.

5. We _____ further agree with the Board that Board shall have the fullest liberty without our consent and without affecting in any manner our obligations here under to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Board against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance act or omission on the part of the Board or any indulgence by the Board to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision, have effect so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).

7. We _____ lastly undertake not to revoke this guarantee except with the previous consent of the Board in writing.

8. This guarantee shall be valid up to _____ unless extended on demand by Board Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs._____ and unless a claim in writing is lodged with us within three months of the date of expiry or such extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.

Notwithstanding anything contained herein.

1. Our liability under this Bank Guarantee restricted to a sum of Rs._____ _____Only).
2. This bank guarantee shall be valid up to _____We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if you serve upon us a written claim or demand on or before _____.

APPENDIX 1TO GENERAL CONDITIONS OF CONTRACT (NA)

DISPUTES REVIEW BOARD AGREEMENT (NOT APPLICABLE)

THIS AGREEMENT, made and entered into this ..... Day of.....20..... Between ..... ("the Employer") and.....
..... ("the Contractor"),and the Disputes Review Board ("the Board") consisting of One / three Board Members,

(1) .....

(2) .....

(3).....

[Note: Delete whatever is not applicable]

WITNESSETH, that

WHEREAS, the Employer and the Contractor have contracted for the construction of the .....
.....

(Project name) .....

(the "Contract") and WHEREAS, the contract provides for the establishment and operation of the Board NOW THEREFORE, the parties hereto agree as follows :

1. The parties agree to the establishment and operation of the Board in accordance with this Board Agreement.
2. Except for providing the services required hereunder, the Board Members should not give any advice to either party or to the Engineer or his nominee concerning conduct of the Works.

The Board Members:

a. shall have no financial interest in any party to the contract or the Engineer or his nominee, or a financial interest in the contract, except for payment for services on the Board.
b. shall have had no previous employment by, or financial ties to, any party to the contract, or the Engineer or his nominee, except for fee based consulting services on other projects, all of which must be disclosed prior to appointment to the Board.
c. shall have disclosed in writing to the parties prior to signature of this Agreement any and all recent or close professional or personal or personal relationships with any director, officer, or employee of any party to the contract, or the Engineer or his nominee, and any and all prior involvement in the project to which the contract

relates;

d. shall not, while a Board Member, be employed whether as a consultant or otherwise by either party to the contract, or the Engineer or his nominee, except as a Board Member.

e. shall not, while a Board Member, engage in discussion or make any agreement with any party to the contract, or with the Engineer or his nominee, regarding employment whether as a consultant or otherwise either after the contract is completed or after services as a Board Member is completed;

f. shall be and remain impartial and independent of the parties and shall disclose in writing to the Employer, the Contractor, the Engineer or his nominee, and one another any fact or circumstances which might be such to cause either the Employer or the Contractor to question the continued existence of the impartiality and independence required of Board Members.

3. Except for its participation in the Board's activities as provided in the contract and in this Agreement none of the Employer, the Contractor, the Engineer or his nominee, and one another any fact or circumstances which might be such to cause either the Employer or the Contractor to question the continued existence of the impartiality and independence required of Board Members.
4. The Contractor shall :
   a) furnish to each Board Members one copy of all documents which the Board may request including contract documents, progress reports, variation orders, and other documents, pertinent to the performance of the Contract.
   b) in co-operation with the Employer, co-ordinate the Site visits of the Board, including conference facilities, and secretarial and copying services.
5. The Board shall serve throughout the operation of the contract. It shall begin operation following execution of this Agreement, and shall terminate its activities after issuance of the taking over Certificate and the Board's issuance of its Recommendations on all disputes referred to it.
6. Board Member shall not assign or subcontract any of their work under this Agreement.
7. The Board Members are independent and not employees or agents of either the Employer or the Contractor.

8. The Board Members are absolved of any personal or professional liability arising from the activities and the Recommendations of the Board.
9. Fees and expenses of the Board Member[s] shall be agreed to and shared equally by the Employer and the Contractor. If the Board requires special services, such as accounting, data research, and the like, both parties must agree and the costs shall be shared by them as mutually agreed.
10. Board Site visits :

a. The Board shall visit the Site and meet with representatives of the Employer and the Contractor and the Engineer or his nominee at regular intervals, at times of critical construction events, and at the written request of either party. The timing of Site failing agreement shall be fixed by the Board.
b. Site meetings shall consist of an informal discussion of the status of the construction of the works followed by an inspection of the works, both attended by personnel from the Employer, the Contractor and the Engineer or his nominee.
c. If requested by either party or the Board, the Employer will prepare minutes of the meetings and circulate them for comments of the parties and the Engineer or his nominee.

11. Procedure for disputes referred to the Board:

a. If either party objects to any action or inaction of the other party or the Engineer or his nominee, the objecting party may file a written Notice of Dispute to the other party with a copy to the Engineer or his nominee stating that it is given pursuant to Clause 65 and stating clearly and in detail the basis of the dispute.
b. The party receiving the Notice of Dispute will consider it and respond in writing within 7 days after receipt.
c. This response shall be final and conclusive on the subject, unless a written appeal to the response is filed with the responding party within 7 days of receiving the response. Both parties are encouraged to pursue the matter further to attempt to settle the dispute. When it appears that the dispute cannot be resolved without the assistance of the Board either party may refer the dispute to the Board by written Request for Recommendation to the Board, the other party and the Engineer or his nominee stating that it is made pursuant to Clause 65.
d. The Request for recommendation shall state clearly and in full detail the specific issues of the dispute to be considered by the Board.
e. When a dispute is referred to the Board, and the Board is satisfied that the dispute requires the Board's assistance, the Board shall decide when to conduct a hearing on the dispute. The Board may request that written documentation and arguments

from both parties be submitted to each Board Members before the hearing begins. The parties shall submit insofar as possible agreed statements of the relevant facts.

f. During the hearing, the Contractor, the Employer, and the Engineer or his nominee shall each have ample opportunity to be heard and to offer evidence. The Board's Recommendations for resolution of the dispute will be given in writing, to the Employer, the Contractor and the Engineer or his nominee as soon as possible, and in any event not more than 28 days after the Board's final hearing on the dispute.

12. Conduct of Hearings :

a. Normally hearing will be conducted at the Site, but any location that would be more convenient and still provide all required facilities and access to necessary documentation may be utilised by the Board. Private sessions of the Board may be held at any location convenient to the Board.

b. The Employer, the Engineer or his nominee and the Contractor shall have representatives at all hearings.

c. During the hearings, no Board Member shall express any opinion concerning the merit of any facet of the case.

d. After the hearing are concluded, the Board shall meet privately to formulate its Recommendations. All Board deliberations shall be conducted in private, with all individual views kept strictly confidential. The Board's Recommendations, together with an explanation of its reasoning shall be submitted in writing to both parties and to the Engineer or his nominee. The Recommendations shall be based on the pertinent contract provisions, applicable laws and regulations, and the facts and circumstances involved in the dispute.

e. The Board shall make every effort to reach a unanimous Recommendation. If this proves impossible, the majority shall decide, and the dissenting member any prepare a written minority report for submission to both parties.

[Note : Delete if it is one member Board]

13. If during the contract period, the Employer and the Contractor are of the opinion that the Dispute Review Board is not performing its functions properly; the Employer and the Contractor may together disband the Disputes Review Board. In such an event, the disputes shall referred to Arbitration straightaway.

The Employer and the Contractor shall jointly sign a notice specifying that the Board shall stand disbanded with effect from the date specified in the notice. The notice shall be posted by a registered letter with AD or delivery of the letter, even if he refuses to do so.

NEW MANGALORE PORT AUTHORITY

Panambur, Mangalore

"CONSTRUCTION OF CIVIL STRUCTURE FOR PROVIDING WATER COOLER NEAR NEW SHED NO.1 & 2"

TENDER DOCUMENT

Volume - II

NEW MANGALORE PORT AUTHORITY

CIVIL ENGINEERING DEPARTMENT

Tender no: CIVIL/CE(C)/EE(C)/52/2023-24

Tender for

"Construction of Civil Structure for providing water cooler near new shed no.1 & 2"

Volume I	Section I	i) Notice Inviting Tenders i) Instructions to Tenderers ii) Annexure (1 to 13)
	Section II	i) Form of Agreement
	Section III	i) Conditions of Contract: Part A - E: General Conditions ii) Conditions of Contract : Part F: Special Conditions iii) Contract Data iv) Form of Securities (A & B) v) Appendix – I and Appendix - II
Volume II	Section IV	i) Technical Specifications
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Volume III	Section VI	i) Preamble ii) Bill of Quantities iii) For of tender
	Section VII	i) Schedules (A & B)

Table of Contents

SECTION IV

TECHNICAL SPECIFICATIONS

A.GENERAL

1. INTRODUCTION

The intent of this technical specification covers construction of all civil works as covered in the scope of contract as per drawings supplied by Owner.

All civil works shall be carried out as per design / drawings standardized by the Consultant / Owner and the specification provided by the Consultant / Owner. All standard drawings are enclosed with the tender documents. In case any item is not covered under specification then the same shall be carried out as per CPWD specification and applicable Standards and Codes. Any item for which specification is not provided herein and is not covered under CPWD specification shall be executed as per manufacturer guidelines. All materials shall be of best quality conforming to relevant Standards and Codes. In case of any conflict between Standards / Code and Technical Specification, the provisions of Technical Specification shall prevail, and the Engineer's decision on interpretation shall be final.

The Contractor shall furnish all labor, tools, equipment, materials, temporary works, constructional plant and machinery, fuel supply, transportation and all other incidental items not shown or specified but as may be required for complete performance of the Works in accordance with drawings, specifications and direction of Owner.

Excavated earth is to be disposed from site as instructed, only into approved landfill areas and dump yard. The cost of excavation to include for necessary lead and lift as specified.

All materials including cement, reinforcement steel and structural steel etc. shall be arranged by the Contractor. All testing required shall be arranged by the Contractor at his own cost. The contractor shall execute the work as per the standard Field Quality Plan (FQP) of NMPA.

The bidder shall fully apprise himself of the prevailing conditions at the proposed site, climatic conditions including monsoon patterns, local conditions and site specific parameters and shall include for all such conditions and contingent measures in the bid, including those which may not have been specifically brought out in the specifications.

Level and date of concreting shall be marked on the building from outside at every floor level with proper paint, etc.

All levels and survey work shall be measured by total station and electronic level machine at all floors and places.

Brief Description of Works

The scope of work is defined in the Notice Inviting Tender. The Contractor shall provide all necessary materials, equipment and labour etc. for the execution and maintenance of the work till completion.

The work shall be executed in accordance with the specification stipulated in the Bill of Quantity and other bidding documents read along with CPWD (Central Public Works Department) specifications for civil works and IS codes with up-to-date revisions. For non-schedule items specification as given along with tender document and similar items of CPWD shall be applicable.

The list of references for civil works are CPWD specifications, relevant IS codes and best practices.

For deep excavations, necessary shoring is to be done, the design of which will be provided by the contractor, after assessing site and soil conditions, and work only to be commenced on site after the same is duly approved by NMPA. Any approval if required from the Mineral department or any other statutory body that has jurisdiction on such excavations has to be obtained by the contractor.

All earth used for back filling should be of approved quality.

Portland Cement of IS 8112 shall be used for all cement & concrete works. This will supersede other specifications of cement to be used for the works.

For ready mixed cement concrete, in addition to the CPWD specification, the following also to be noted:

The cost towards cement quantity reduced from the specified quantity in the item due to mixing of fly ash shall be deducted as per relevant BOQ item. The design mix shall be submitted to Engineer in Charge for approval.

All hard ware fittings shall be of best quality and shall be selected as per the Instructions of Engineer in Charge.

Site location, Boundaries and Possession

The location and boundaries of the Site are shown on the Drawing No: 22/132-LP.

The Contractor shall confine his activities strictly to the allotted site area(s) and shall not allow his personnel to trespass upon any other areas occupied by the Employer.

1.4 Site Datum and Base Lines

A base line shall be established within the working area by the Contractor. The base line shall be referenced to the site co-ordinate system (based on the Local Coordinates of New Mangalore Port). This bench mark and base line will be the basis for the setting-out for all the Works. The main levels and lines for each portion of the Works shall be established from the bench mark and base line by the Contractor.

1.5 Site Conditions

1.5.1 Location of Work

As per enclosed location plan.

1.5.2 Climate

The climate at Mangalore is tropical with high humidity and a maximum shade temperature of 36°C. The average annual rainfall is approximately 3330 mm and concentrated in the south-west monsoon months of June, July, August and September during which period the average rainfall is as much as 82% of the total annual rainfall.

1.5.3 Wind

The wind in the monsoon months of June, July and August are predominantly from south-west and west with a maximum intensity of 5 on the Beaufort Scale. The winds in the remaining months of the year are predominantly from the north-west and the maximum intensity during this period is also of 5 on the Beaufort Scale.

1.5.4 Cyclones

Even though Mangalore is within the cyclonic area of storms originating in the Arabian Sea and those that enter across the Indian Peninsula from Bay of Bengal, cyclones are not as severe or frequent as in the Bay of Bengal. The maximum wind speed so far recorded in cyclonic storm, generally does not exceed 62 kmph (16.9 m/sec.) except one during 1965 when the maximum speed recorded was 97 kmph (26.9 m/sec.)

1.5.5 Visibility

Thirty year period observations conducted by the Indian Meteorological Department reveal that poor visibility (visibility less than 4 Kms) is encountered for about 10 days in the south-west monsoon period. The maximum number of foggy days in a year is only 3.

1.5.6 Site Preparation

The Contractor shall furnish all necessary supervision, labour, materials, equipment and tools for Site Preparation, clearing and all other works. Clearing shall mean to completely demolish, remove and dispose with all leads, lifts and descents from the area marked, trees, bushes, deadfalls, embedded logs, dislodged roots, stumps, snogs, boulders, mounds, existing structures and other objectionable materials. The areas required to be cleared shall consist of the work Site, ditches, borrow pits, diversions and all other areas necessary for the construction work as directed by the Engineer-in-Charge.

Before any Temporary Works are commenced, the Contractor shall submit his proposal along with complete drawings of all Temporary Work, he may require for the execution of the Works in advance to the Engineer for approval. The Contractor shall also submit his calculations relating to the design of temporary works, strength, etc. if required by the Engineer and shall carry out the modifications that the Engineer may require of such temporary works at Contractor's own cost. The Contractor shall be solely responsible for the stability and safety of all Temporary Work.

It will be the responsibility of the Contractor to make timely procurement of all materials and mobilize all essential equipment for both Temporary and Permanent Works.

1.6 Site Information

The detailed drawing No.22/132-LP of the construction site for adaptation of methodology for the construction. However, on account of this change in the geographical profile of site, no extra cost for additional arrangement required to be made will be paid for.

1.7 The Nature of Soil Profile

The site comprises of ordinary soil. The details furnished herein are only for the information/guidelines of the tenderers and the successful contractor shall not claim for any deviation in the actual subsoil profile encountered at site.

1.8 Records

Complete records of all operations connected with the work shall be kept by the Contractor. The Contractor shall submit to the Engineer-in-charge for approval his proposal of the manner of presentation of these records. Three copies of all such records shall be furnished to the Engineer-in-charge on completion of each test or operation.

B. WORKS

1. EARTHWORK

2.1. Classification of soils - The earthwork shall be classified under the following categories and measured separately for each category, unless otherwise specified.

The material to be excavated shall be classified as follows: -

2.1.1. Ordinary or soft soil - Generally any soil which yields to ordinary application of pick axes, shovels or any other ordinary digging implements, such as organic soil, turf, gravel, sand, sandy soil, silt, clay, loam, mud, red earth, 'sudde', black cotton soil, soft shale, loose moorum and all soils having soil dry density less than 1.80 gm/cc. (IS: 1498-1970) copy enclosed vie Annexure 2-A.1, removal of gravel and/or any modular material having diameter in any one direction not exceeding 75 mm occurring in such strata etc.

2.1.2. Hard and dense soil - All soils classified in soil groups as per IS: 1498-1970 other than what is covered in (a) above; gravel, cobblestone, hard shale, soft Laterite, or any other nodular material having max. diameter in any one direction between 75 mm & 300 mm soft conglomerate, where the stone can be detached from the matrix with pick axes and shovels. This includes soling of roads, paths etc., and hard core, stiff heavy clay, hard shale or compact moorum requiring grafting tool or pick or both and shovel closely applied. Any material, which requires the close application of picks or scarifiers to loosen and not affording resistance to digging greater than the hardest of any soil, mentioned above.

2.1.3. Ordinary or soft rock - (i) Rock types such as laterites, shales and
conglomerates, varieties of limestone and sandstone etc., which may be
quarried or split with crow bars, also including any rock which in dry state may be hard, requiring blasting but which, when wet, becomes soft and manageable by means other than blasting ;

(ii) Macadam surfaces such as water bound and bitumen/tar bound; compact moorum or stabilised soil requiring grafting tool or pick or both and shovel, closely applied ;

(iii) Lime concrete, stone masonry in lime mortar and brick work in lime/cement mortar below ground level, reinforced cement concrete which may be broken up with crow bars or picks and stone masonry in cement mortar below ground level; and

(iv) Boulders which do not require blasting having maximum dimension in any direction of more than 300 mm, found lying loose on the surface or embedded in river bed, soil, talus, slope wash and terrace material of dissimilar origin.

Ordinary rock does not require blasting, wedging or similar means. It may be required a split with crow bars or picks. If required blasting may be resorted to, for loosening the materials but this does not be any way entitle the material to be classified as 'Hard Rock'.

2.1.4. Hard rock - Any rock (excluding Laterite and hard conglomerate) or boulder for the excavation of which the use of mechanical plant and/or blasting is required; reinforced cement concrete

(reinforcement cut through but not separated from the concrete) below ground level.

Hard rock requires blasting but where blasting is prohibited for any reason, excavation has to be carried out by chiseling, wedging or any other agreed method.

2.1.5. Marshy soil - This shall include soils like soft clays and peat excavated below the original ground level of marshes and swamps and soils excavated from other areas requiring continuous pumping or bailing out of water.

2.2 Authority for classification - The engineer shall decide the classification of excavation and his decision shall be final and binding on the contractor. Merely the use of explosives in excavation will not be considered, as a reason for higher classification unless blasting is clearly necessary in the opinion of the engineer.

2.3 Types of excavation

2.3.1 Surface excavation - Excavation exceeding 1.5 m in width and 10 sq. m on plan but not exceeding 30 cm in depth in all types of soils and rocks shall be described as surface excavation.

Measurements - The length and breadth shall be measured with steel tape correct to the nearest cm and the area worked to the nearest two places of decimal in square meters.

2.3.2 Rough excavation and filling - Excavation for obtaining earth from borrow pits, cutting hillside slopes etc., shall be described as rough excavation. Wherever filling is to be done, the earth from excavation shall be directly used for filling and no payment for double handling of earth shall be admissible. Filling of excavated earth shall be done as specified, in case of hill side cutting, where the excavated materials are thrown down the hill slopes; payment for filling excavated earth shall not be admissible.

2.3.3. Excavation over area (All kinds of soils) - This shall comprise :a) Excavation exceeding 1.5 m in width and 10 sq. m. on plan and exceeding 30 cm in depth.

b) Excavation for basement, water tanks etc.

c) Excavation in trenches exceeding 1.5 m in width and 10 sq. m. on plan.

2.3.4 Excavation over area (ordinary / hard rock) - This shall comprise:

a) Excavation exceeding 1.5 m in width and 10 sq. m. on plan and exceeding 30 cm in depth, .b) Excavation for basements, water tanks etc, c) Excavation in trenches exceeding 1.5 m in width and 10 sq. m. on plan.

2.3.5 Excavation in trenches for foundations and drains (all kinds of soils) - This shall comprise excavation not exceeding 1.5 m in width or 10 sq. m. on plan and to any depth in trenches (excluding trenches for pipes, cables, conduits etc.

2.3.6 Excavation in trenches for foundation and drains (ordinary / hard rock) - This shall comprise excavation not exceeding 1.5 m in width or 10 sq. m. on plan and to any depth in trenches (excluding trenches for pipes, cables, conduits etc.)

2.3.7 Excavation in trenches for pipes, cables etc. refilling - This shall comprise excavation not

exceeding 1.5 mts. In width or 10 sq. m. in plan and to any depth in trenches for pipes, cables etc. and returning the excavated material to fill the trenches after pipes, cables etc. are laid, their joints tested, passed and disposal of surplus excavated material up to 50 m lead.

2.3.8 Width of trench - a) Up to one meter depth, the authorised width of

trench for excavation shall be arrived at by adding 25 cm to the external diameter of pipe (not socket/collar) cable, conduit etc. Where a pipe is laid on concrete bed/cushioning layer, the authorised width shall be the external diameter of the pipe (not socket/collar) plus 25 cm or the width of concrete bed/cushioning layer whichever is more.

b) For depths exceeding one meter, an allowance of 5 cm per meter of depth for each side of the trench shall be added to the authorised width (that is external diameter of pipe plus 25 cm) for excavation. This allowance shall apply to the entire depth of the trench. In firm soils the sides of the trenches shall be kept vertical up to a depth of 2 meters from the bottom. For depths greater than 2 meters, the excavation profiles shall be widened by allowing steps of 50 cm on either side after every two meters from bottom.

c) Where more than one pipe, cable, conduit etc. are laid, the diameter shall be reckoned as the horizontal distance from outside to outside of the outermost pipes, cable, conduit etc.

d) Where the soil is soft, loose or slushy, width of trench shall be suitably increased or side sloped or the soil shored up as directed by the engineer. It shall be the responsibility of the contractor to take complete instructions in writing from the engineer regarding increase in the width of trench, sloping or shoring to be done for excavation in soft, loose or slushy soils.

2. SPECIFICATIONS FOR REINFORCED CEMENT CONCRETE WORK

General - Reinforced cement concrete work may be cast-in-situ or Precast as may be directed by engineer according to the nature of work. Reinforced cement concrete work shall comprise of the following which may be paid separately or collectively as per the description of the item of work.

Form work (Centering and shuttering)

Reinforcement

Concreting - 1) Cast-in-situ 2) Precast

4.6.1 Materials

4.6.1.1 Water, cement, fine and coarse aggregate shall be as specified under respective clauses of mortars and section 04-concrete work as applicable.

4.6.1.2 Steel for reinforcement

The steel used for reinforcement shall be any of the following types -

Mild steel sand medium tensile bars conforming to IS: 432 (part I)

Hard drawn steel write conforming to IS: 432 (part II)

High strength deformed steel bars conforming to IS: 1786

Hard drawn steel wire fabric conforming to IS: 1566

Structural steel section conforming to IS: 2062-1999

Types and grades - Reinforcement supplied in accordance with this standard shall be classified into the following types -

Mild steel bars - It shall be supplied in the following two grades

i) Mild steel bars grade I designated as Fe 410-S

ii) Mild steel bars grade II designated as Fe 410-O.

b) Medium tensile steel bars, grade II designated as Fe-540-W-HT.

Mild steel and medium tensile steel - Physical requirement are given in Table 11.

Table 11

Sl No	Type and nominal size Of bars	Ultimate tensile stress N/mm2 minimum	Yield stress N/mm2 minimum	Elongation Percent
1	Mild steel grade I For bars up to and including 20 mm	410	250	23
	For bars over 20 mm up to and Including 50 mm	410	240	23
2	Mild steel grade I For bars up to and including 20 mm	370	225	23
	For bars over 20 mm up to and Including 50 mm	370	215	23
3	Medium tensile steel For bars up to & including 16 mm	540	350	20
	For bars over 16 mm, up to And including 32 mm	540	340	20
	For bars over 32 mm, up to And including 50 mm	510	330	20

Elongation percent on gauge length 5.65 $\sqrt{so}$ where so is the cross section area of the test piece.

Note-1. Grade (II) Mild steel bars are not recommended for the use in structures located in the earthquake zone subjected to serve damage and for structures subjected to dynamic loading (other than wind loading) such as railway and highway bridges.

2. Welding of reinforcement bars covered in this specification shall be done in accordance with the requirements of IS: 2751.

Nominal mass / weight - The tolerance on mass/weight for round and square bars shall be the percentage given in Table.12 of the mass/weight calculated on the basis that the masses of the bar/wire of nominal diameter and of density 0.785 kg / cm3 or 0.00785 kg / mm3.

Table 12 (Tolerance on nominal mass)

Nominal size In mm	Tolerance on the nominal mass percent		
	Batch	Individual Sample +	Individual sample for coil(-x-)
a) up to and including 10	± 7	± 8	± 8
over 10, up to and including 16	+5	-6	+6
c) over 16	± 3	-4	± 4

\+ for individual sample plus tolerance in not specified

(x) for coil batch tolerance is not applicable

Tolerance shall be determined in accordance with method given in IS 1786-1985

Tests - Following type of lab test shall be carried out

Tensile test - This shall be done as per IS: 1608

Bend test - This shall be done as per IS: 1599

Re-test - This shall be done as per IS: 1786

Rebend test -This shall be done as per IS: 1786

Should any one of the test pieces first selected fail to pass any of the tests specified above, two further samples shall be selected for testing in respect of each failure. Should the test pieces from both these additional samples pass, the materials represented by the test samples shall be deemed to comply with the requirement of the particular test. Should the test piece from either of these additional samples fail, the material represented by the test samples shall be considered as not having complied with standard. High strength deformed bars & wires shall conform to IS: 1786. The physical properties for all sizes of steel bars are mentioned below in Table 13.

Table 13

Sl. No	Property	Grade		
		Fe 415	Fe 500	Fe 550
1	0.2% proof Stress/Yield stress, in. N/mm²	415	500	550
	Elongation, percent min. on gauge Length 5.65 $\sqrt{A}$, Where A is the X-sectional Area of the test piece	14.5	12	8

3	Tensile strength	10 % more than actual 0.2 % proof stress but not less than 465 N/mm²	8 % more than actual 0.2 % proof stress but not less than 545 N/mm²	6 % more than actual 0.2 % proof stress but not less than 585 N/mm²

Tests - Selection and preparation of test sample. All the tests pieces shall be selected by the engineer or his authorised representative either-

From cutting of bars or

If he so desires, from any after it has been cut to the required or specified size and the test piece taken from any part of it.

In neither case, the test pieces shall be detached from the bar or coil except in the presence of the engineer or his authorised representative.

The test pieces obtained in accordance with as above shall be full sections of the bars as rolled and subsequently cold worked and shall be subjected to physical tests without any further modifications. No deductions in size by machining or otherwise shall be permissible. No test piece shall be enacted or otherwise subject to heat treatment. Any straightening which a test piece may require shall be done cold.

Tensile test - This shall be done as per IS: 1599.

Re-test -This shall be done as per IS: 1786.

4.6.1.3 Stacking and storage - Steel for reinforcement shall be stored in such a way as to prevent distorting and corrosion. Bars of different classifications, sizes and lengths shall be stored separately to facilitate issue in such sizes and lengths to cause to minimum wastage in cutting from standard length.

3. SPECIFICATIONS FOR FORMWORK (CENTRING & SHUTTERING)

4.6.2.1 - **Form work** shall include all temporary or permanent forms or moulds required for forming the concrete which is cast-in-situ, together with all temporary construction required for their support.

4.6.2.2 **- Design & tolerance in construction -** Form work shall be designed and constructed to the shapes, lines and dimensions shown on the drawings with the tolerances given below.

a)	Deviation from specified dimensions of cross section of columns and beams		+ 12 mm
b)	Deviation from dimensions of footings		+ 12 mm
	i)	Dimension in plan	+ 50 mm
	ii)	Eccentrically in plan	0.02 times the width of the footings in the direction of deviation but not more than 50

			mm
	iii)	Thickness	+ 0.05 times the specified thickness.

(Note – Tolerance apply to concrete dimensions only, and not to positioning of vertical steel or dowels.)

4.6.2.3. **General requirement -** It shall be strong enough to withstand the dead and live loads and forces caused by ramming and vibrations of concrete and other incidental loads, imposed upon it during and after casting of concrete. It shall be made sufficiently rigid by using adequate number of ties and braces, Screw jacks or hard board wedges where required shall be provided to make up any settlement in the form work either before or during the placing of concrete.

Forms shall be so constructed as to be removable in sections in the desired sequence, without damaging the surface of concrete or disturbing other sections. Care shall be taken to see that no piece is keyed into the concrete. See also Annexure 4-A.7

4.6.2.4. **Material for form work**

Propping and centering - All propping and centering should be either of steel tubes with extension pieces or built up sections of rolled steel.

Centering / Staging - Staging should be as designed with required extension pieces as approved by engineer to ensure proper slopes, as per design for slabs /beams etc. and as per levels as shown in drawings. All the staging to be either tubular steel structure with adequate bracings as approved or made of built up structural sections made from rolled structural steel sections

a). In case of structures with two or more floors, the weight of concrete, centering and shuttering of any upper floor being cast shall be suitably supported on one floor below the top most floor already cast.

b). Form work and concreting of upper floor shall not be done until concrete of lower floor has set at least for 14 days.

Shuttering - Shuttering used shall be of sufficient stiffness to avoid excessive deflection and joints shall be tightly butted to avoid leakage of slurry. If required, rubberized lining of material as approved by the engineer shall be provided in the joints.

Steel shuttering used for concreting should be sufficiently stiffened. The steel shuttering should also be properly repaired before use and properly cleaned to avoid stains, honey combing, seepage of slurry through joints etc.

(a) Runner joints RS, MS Channel or any other suitable section of the required size shall be used as runners.

(b) Assembly of beam head over props, Beam head is an adopter that fits snugly on the head plates of props to provide wider support under beam bottoms.

Form work shall be properly designed for self weight, weight of reinforcement, weight of fresh concrete, and in addition, the various live loads likely to be imposed during the construction process (such as workmen, materials and equipment). In case the height of centering exceeds 3.50 meters, the prop may be provided in multi-stages. Typical arrangements of form work for 'Beams, columns and walls, and forms secured by wall ties are shown in Figure 1 to 8: and typical detail of multistage shuttering is given in Fig. 9.

Camber - Suitable camber shall be provided in horizontal members of structure, especially in cantilever spans to counteract the effect of deflection. The form work shall be so assembled as to provide for camber. The camber for beams and slabs shall be 4 mm per meter (1 to 250) or as directed by the engineer, so as to offset the subsequent deflection. For cantilevers the camber at free end shall be $1/50^{th}$ of the projected length or as directed by the engineer.

Walls - The forms faces have to be kept at fixed distance apart and an arrangement of wall ties with spacer tubes or bolts is considered best. A typical wall form with the components identified is given in Fig.1, 2, & 3. The two shutters of the wall are to be kept in place by appropriate ties, braces and studs. Some of the accessories used for wall forms are shown in Fig.3.

surrounding concrete or any fixture attached to the steel or concrete.

Removal of form work (stripping time) - In normal circumstance and where ordinary Portland cement is used, forms may generally be removed after the expiry of the following periods -

a) Walls ,columns and faces of all structural members 24 to 48 hours as many be decided by the engineer

b) Slab

i) Spanning up to 4.50 M	7 days
ii) Spanning over 4.50 M	14 days

c) Beams and arches

i) Spanning up to 6 M	14 days
ii) Spanning over 6 M & up to 9 m	21 days
iii) Spanning over 9 M	28 days

Note 1 -For the other types of cement, the stripping time recommended for ordinary Portland cement may be suitably modified. If Portland pozzolana or low heat cement has been used for concrete, the stripping time will be 10/7 of the period stated above.

Note 2 - The number of props left under, their sizes and disposition shall be such as to be able to safely carry the full dead of the slabs, beam or arch as the case may be together with any live load likely to occur during curing of further construction.

Note 3 - For rapid hardening cement, 3/7 of above periods will be sufficient in all cases except for vertical side of slabs, beams and columns which should be retained for at least 24 hours.

Note 4 - In case cantilever slabs and beams, the centering shall remain till structures for counter acting or bearing down have been erected and have attained sufficient strength.

Note 5 - Proper precautions should be taken to allow for the decrease in the rate of hardening that occurs with all types of cement in cold weather and accordingly stripping time shall be increased.

Note 6 - Work damaged through premature or careless removal of forms shall be reconstructed.

4.6.2.5. Surface treatment

Oiling the surface - Shuttering gives much longer service life in the surfaces are coated with suitable mould oil which acts both as a parting agent and also gives surface protections. Typical mould oil is heavy mineral oil or purified cylinder oil containing not less than 5% pentachlorophenol conforming to IS 716 well mixed to a viscosity of 70-80 centipoises.

After 3-4 uses and also in case when shuttering has been stored for a long time, it should be recoated with mould oil before the next use. The design of form work shall conform to sound engineering practices and relevant IS codes.

4.6.2.6. Inspection of form work - The completed form work shall be inspected and approved by the engineer before reinforcement bars are placed in position. Proper from work should be adopted for concreting so as to avoid honey combing, blow holes, grout loss, stains or discolouration of concrete etc. Proper and accurate alignment and profile of finished concrete surface will be ensured by proper designing and erection of form work which will be approved by engineer.

Shuttering surface before concreting should be free from any defect / deposits and fully cleaned so as to give perfectly straight smooth concrete surface. Shuttering surface should be therefore checked for any damage to its surface and exclusive roughness before use.

4.6.2.7. Erection of form work (centering and shuttering) - Following points shall be borne in mind while checking during erection.

Any member which is to remain in position after the general dismantling is done, should be clearly marked.

Material used should be checked to ensure that, wrong items / rejects are not used.

If there are any excavations nearby which may influence the safety of form works, corrective and strengthening action must be taken.

i) The bearing soil must be sound and well prepared and the sole plates shall bear well on the ground.

Sole plates shall be properly seated on their bearing pads or sleepers.

The bearing plates of steel props shall not be distorted.

The steel parts on the bearing members shall have adequate bearing areas.

d) Safety measures to prevent impact of traffic; scour due to water etc. should be taken. Adequate precautionary measures shall be taken to prevent accidental impacts etc.

e) Bracing, struts and ties shall be installed along with the progress of form work to ensure strength

and stability of form work at intermediate stage. Steel sections (especially deep sections) shall be adequately restrained against tilting, over turning and form work should be restrained against horizontal loads. All the securing device and bracing shall be tightened.

f) The stacked materials shall be placed as catered for, in the design.

g) When adjustable steel props are used, they should -

i). Be undamaged and not visibly bent.

ii). Have the steel pins provided by the manufacturers for use.

iii). Be restrained laterally near each end.

iv). Have means for centralizing beams placed in the fork heads.

h) Screw adjustment of adjustable props shall not be over extended.

i) Double wedges shall be provided for adjustment of the form to the required position wherever any settlement / elastic shortening of props occur. Wedges should be used only at the bottom end of single prop. Wedges should not be too steep and one of the pair should be tightened / clamped down after adjustment to prevent their shifting.

j) No member shall be eccentric upon vertical member.

k) The number of nuts and bolts shall be adequate.

l) All provisions of the design and / or drawings shall be complied with.

m) Cantilever supports shall be adequate.

n) Props shall be directly under one another in multistage constructions as far as possible.

o) Guy ropes or stays shall be tensioned property.

p) There shall be adequate provision for the movement and operation of vibrators and other construction plant and equipment.

q) Required camber shall be provided over long spans.

r) Supports shall be adequate, and in plumb within the specified tolerances.

4.6.2.8 Measurements

4.6.2.8.1. General - The form work shall include the following;

a) Splayed edges, notching, allowance for overlaps and passing at angles, sheathing battens, strutting, bolting, nailing, wedging, easing, striking and removal.

b) All supports, struts, braces, wedges as well as mud sills, piles or other suitable arrangements to support the form work.

c) Bolts, wire ties, clamps, spreaders, nails or any other items to hold the sheathing together.

d) Working scaffolds ladders, gangways, and similar items.

e) Filling to form stop chamfered edges of splayed external angles not exceeding 20 mm wide to beams, columns and the like.

f) Where required, the temporary openings provided in the forms for pouring concrete, inserting vibrators, and cleaning holes for removing rubbish from the interior of the sheathing before concrete.

g) Dressing with oil to prevent adhesion and

h) Raking or circular cutting.

4.6.2.8.2. Classification of measurements - Where it is stipulated that the form work shall be paid for separately, measurements shall be taken of the area of shuttering in contact with the concrete surface. Dimensions of the form work shall be measured correct to a cm. The measurements shall be taken separately for the following -

a). Foundations, footings, bases of columns etc. and for mass concrete and precast shelves,

b). Walls (any thickness) including attached pilasters, buttresses, plinth and string courses etc. c). Suspended floors, roofs, landings, shelves and their supports and balconies. d). Lintels, beams, girders, Bressummers and cantilevers. e). Columns, pillars, posts and struts. f). Stairs (excluding landing) except Spiral staircase. g). Spiral staircase (including landing). h). Arches. i). Domes, vaults, shells roofs, arch ribs and folded plates. j). Chimneys and shafts. k). Well steining. l). Vertical and horizontal fins individually nor forming box, louvers and bands. m). Waffle or ribbed slabs. n). Edges of slabs and breaks in floors and walls (to be measured in running meters where below 200 mm in width or thickness). o). Cornices and mouldings. p). Small surfaces, such as cantilevers ends, brackets and end of steps, caps and boxes to pilasters and columns and like. q). Chula hoods, weather shades, Chajjas, corbels etc. including edges and r). Elevated water reservoirs.

4.6.2.8.3 Centering, and shuttering where exceeding 3.5 meter height in one floor shall be measured and paid for separately.

4.6.2.8.4 Where it is not specifically stated in the description of the item that form work shall be paid for separately, the rate of the RCC item shall be deemed to include the cost of form work.

4.6.2.8.5. No deductions from the shuttering due to the openings / obstructions shall be made if the area of such openings / obstructions does not exceed 0.1 square meters. Nothing extra shall be paid for forming such openings.

4.6.2.8.7 Rate - The rate of the form work includes the cost of labour and materials required for all the operations described above.

4. SPECIFICATIONS FOR REINFORCEMENTS IN CONCRETE

4.6.3.1. General requirements - Steel conforming to para 4.6.1.2. for reinforcement shall be clear and free from loose mill scales, dust, loose rust, coats of paints, oil or other coatings which may destroy or reduce bond. It shall be stored in such a way as to avoid distortion and to prevent deterioration and corrosion. Prior to assembly of reinforcement on no account any oily substance shall used for removing the rust.

(1). Assembly of reinforcement - Bars shall be bent correctly and accurately to the size and shape as shown in the detailed drawing or as directed by engineer. Preferably bars of full length shall be used. Necessary cutting and straightening is also included. Over lapping of bars, where necessary shall be done as directed by the engineer. The overlapping bars shall not touch each other and these shall be

kept apart with concrete between them by 25 mm or 1 ¼ times the maximum size of the coarse aggregate whichever is greater. But where this is not possible, the overlapping bars shall be bound together at intervals not exceeding twice the dia. Of such bars with two strands annealed steel wire of 0.90 mm to 1.6 mm twisted tight. The overlaps / splices shall be staggered as per directions of the engineer. But in no case the over lapping shall be more than 50% of cross sectional area at one section.

(2). Bonds and hooks forming end anchorages - Reinforcement shall be bent and fixed in accordance with procedure specified in IS 2502, code of practice for bending and fixing of bars for concrete reinforcement. The details of bends and hooks are shown below for guidance.

a) U-Type hook - In case of mild steel plain bars standard U-type hook shall be provided by bending ends of rod into semicircular hooks having clear diameter of the bar

Note-In case of work in seismic zone, the size of hooks at the end of the rod shall be eight times the diameter of bar or as given in the structural drawing.

b) Bends - Bend forming anchorage to a M.S. plain bar shall be bent with an internal radius equal to two times the diameter of the bar with a minimum length beyond the bend equal to four times the diameter of the bar.

(3). Anchoring bars in tension - Deformed bars may be used without end anchorages provided, development length requirement is satisfied. Hooks should normally be provided for plain bars in tension. Development length of bars will be determined as per clause 25.2.1 of IS: 456-2000.

(4). Anchoring bars in compression - The anchorage length of straight bar in compression shall be equal to the 'Development length' of bars is compression as specified in of IS: 456-2000. The projected length of hooks, bends and straight lengths beyond bend, if provided for a bar in compression, shall be considered for development length.

(5). Binders, stirrups, links and the like - In case of binders, stirrups, links etc. the straight portion beyond the curve at the end shall be not less than eight times the nominal size of bar.

(6). Welding of bars - Whenever facility for electric arc welding is available, welding of bars shall be done in lieu of overlap. The location and type of welding shall be got approved by the engineer. Welding shall be as per IS: 2751 for mild steel bars and for cold worked bars.

4.6.3.2 Placing in position - Fabricated reinforcement bars shall be placed in position as shown in the drawings or as directed by the engineer. The bars crossing one another shall be tied together at every intersection with two stands of annealed steel wire 0.9 to 1.6 mm thickness twisted tight to make the skeleton of the steel work rigid so that the reinforcement does not get displaced during deposition of concrete.

Track welding in crossing bars shall also be permitted in lieu of bending with steel wire if approved by engineer.

The bars shall be kept in correct position by the following methods -

a) In case of beam and slab construction precast cover blocks of cement mortar 1:2 about 4x4 cm section and of thickness equal to the specified cover shall be placed between the bars and shuttering, so as to secure and maintain the requisite cover of concrete over reinforcement.

b) In case of cantilevered and doubly reinforced beams or slabs, the vertical distance between the horizontal bars shall be maintained by introducing chairs, spacers or support bars of steel at 1.0 meter or at shorter spacing to avoid sagging.

c) In case of columns and walls, the vertical bars shall be kept in position by means of timber templates with slots accurately cut in them; or with block of cement mortar 1:2 of required size suitably tied to the reinforcement to ensure that they are in correct position during concreting.

d) In case of R.C.C. structure such arches, domes, shells, storage tanks etc. a combination of cover blocks, spaces and templates shall be used as directed by engineer.

Tolerance on placing of reinforcement - Unless otherwise specified by the engineer, reinforcement shall be placed within the following tolerances -

Tolerance in spacing

		Tolerance in spacing
a)	For effective depth 200 mm or less	± 10
b)	For effective depth More than 200 mm	± 15

The cover shall in no case be reduced by more than one third of specified cover or 5 mm which ever is less.

Bending at construction joints - Where reinforcement bars are bent aside at construction joints and afterwards bent back into their original position care should be taken to ensure that at no time the radius of the bend is less than 4 bars diameters for plain mild steel or 6 bar diameters for deformed bars. Care shall also be taken when bending back bars to ensure that the concrete around the bars in not damaged.

4.6.3.3. Measurements - Reinforcement including authorised spacer bars and laps shall be measured in length of different diameters, as actually (not more than as specified in the drawings.) used in the work nearest to a centimeter and their weight calculated on the basis of standard weight given in Table 14 below. Wastage and unauthorized overlaps shall be paid for. Annealed steel wire required for binding or tack welding shall not be measured, its cost being included in the rate reinforcement.

Wherever tack welding is used in lieu of binding, such welds shall not be measured. Chairs separators etc. shall be provided as directed by the engineer and measured separately and paid for.

Table 14 Cross-sectional area and mass of steel bar

Nominal size mm	Cross sectional area sq.mm	Mass per meter run kg
6	28.3	0.222
7	38.5	0.302
8	50.3	0.395
10	78.6	0.617
12	113.1	0.888
16	201.2	1.58
18	254.6	2.00
20	314.3	2.47
22	380.3	2.98
25	491.1	3.85
28	616.0	4.83
32	804.6	6.31
36	1018.3	7.99
40	1257.2	9.85
45	1591.1	12.50
50	1964.3	15.42

Note - These are as per clause 5.2 of IS 1786.

4.6.3.4. Rate - The rate for reinforcement shall include the cost of labour and materials required for all operations described above such as cleaning of reinforcement bars, straightening, cutting, as required of directed including tack welding on crossing of bars in lieu of binding with wires.

4.6.4 SPECIFICATIONS FOR CONCRETING

The concrete shall be done as specified. The proportion by volume of ingredients shall be as specified.

4.6.4.1 Consistency - The concrete which will flow sluggishly into the forms and around the reinforcement without any segregation of coarse aggregate from the mortar shall be used. The consistency shall depend on whether the concrete is vibrated on or hand tamped. It shall be determined by slump test as n[prescribed in chapter " concrete under para 4.2.3 workability"

Where considered necessary, the workability of the concrete may also be ascertained by compacting factor test and VEE BEE censistometer method specified in IS: 1199. For suggested ranges of values of workability of concrete by the above two methods, reference may be made to IS: 456.

4.6.4.2 Placing of concrete

Concreting shall be commenced only after engineer has inspected the centering, shuttering and reinforcement as placed and passed the same. Shuttering shall be clean and free from all shaving, saw

dust, pieces of wood, or other foreign material and surfaces shall be treated as prescribed.

In case of concreting of slabs and beams, wooden plank or cat walks of chequered MS plates or bamboo chlies or any other suitable material supported directly on the centering by means of wooden blocks or lugs shall be provided to convey the concrete to the place of deposition without disturbing the reinforcement in any way. Labour shall not be allowed to walk over the reinforcement.

In case of columns and walls, it is desirable to place concrete without construction joints. The progress of concreting in the vertical direction shall be restricted to one meter per hour.

The concrete shall be deposited in its final position in a manner to preclude segregation of ingredients. In deep trenches and footings concrete shall be placed through chutes or as directed by the engineer. In case of columns and walls, the shuttering shall be so adjusted that the vertical drop of concrete in not more than 1.5 meters at a time.

During cold weather, concreting shall not be done when the temperature falls below 4.5° c. the concrete placed shall be protected against frost by suitable converting. Concrete damaged by frost shall be removed and work redone.

During hot weather precaution shall be taken to see that the temperature of wet concrete does not exceed 38°C. no concrete shall be laid within half of the closing time of the day, unless permitted by the engineer.

It is necessary that the time taken between mixing and placing of concrete shall not exceed 30 minutes so that the initial setting process is not interfered with

4.6.4.3 Compaction - Concrete shall be compacted into dense mass immediately after placing by means of mechanical vibrators designed for continuous operations. The engineer may however relax this conditions at his discretion for certain items, depending on the thickness of the members and feasibility of vibrating the same and permit hand compaction instead. Hand compaction shall be done with the help of tamping rods so that concrete is thoroughly compacted and completely worked around the reinforcement, embedded fixtures, and into corners of the from. The layers of concrete shall be so placed that the bottom layer does not finally set before the top layer is placed. The vibrators shall maintain the whole of concrete under treatment in an adequate state of agitation, such that de-aeration and effective compaction is attained at a rate commensurate with the supply of concrete from the mixers. The vibration shall continue during the whole period occupied by placing of concrete, the vibrators being adjusted so that the centre of vibrations approximates to the centre of the mass being compacted at the time of placing.

Concrete shall be judged to be properly compacted, when the mortar fills the spaces between the coarse aggregate and begins to cream up to form an even surface. When this condition has been attained, the vibrator shall be stopped in case of vibrating tables and external vibrators. Needle vibrators shall be withdrawn slowly so as to prevent formation of loose pockets in case of internal vibrators. In case both internal and external vibrators are being used, the internal vibrator shall be first

withdrawn slowly after which the external vibrators shall be stopped so that no loose pocket is left in the body of the concrete. The specific instructions of the makers of the particular type of vibrator used shall be strictly complied with. Shaking of reinforcement for the purpose of compaction should be avoided. Compaction shall be completed before the initial setting starts, i.e. within 30 minutes of addition of water to the dry mixture.

4.6.4.4 Construction joints - Concreting shall be carried out continuously up to the construction joints, the position and details of which shall be as shown in structural drawing or as indicated in Fig. 26 or as directed by engineer. Number of such joints shall be kept to minimum. The joints shall be kept at places where the shear force is the minimum. These shall be straight and shall be at right angles to the direction of main reinforcement.

In case of columns the joints shall be horizontal and 10 to 15 cm below the bottom of the beam running into the column head. The portion of the column between the stepping off level and the top of the slab shall be concreted with the beam.

When stopping the concrete on a vertical plane in slabs and beams, an approved stop-board (see Fig.26C) shall be placed with necessary slots for reinforcement bars or any other obstruction to pass the bars freely without bending. The construction joints shall be keyed by providing a triangular or trapezoidal fillet nailed on the stop-board. Inclined or feather joints shall not be permitted. Any concrete flowing through the joints of stop-board shall be removed soon after the initial set. When concrete is stopped on a horizontal plane, the surface shall be roughened and cleaned after the initial set.

When the work has to be resumed, the joint shall be thoroughly cleaned with wire brush and loose particles removed. A coat of neat cement slurry at the rate of 2.75 kg of cement per square meter shall then be applied on the roughened surface before fresh concrete is laid.

4.6.4.5 Expansion joints - Expansion joints shall be provided as shown in the structural drawings or as indicated in Fig. 10 to 25 or as directed by engineer, for the purpose of general guidance. However it is recommended that structures exceeding 45 m in length shall be divided by one or more expansion joints. The filling of these joints with bitumen filler, bitumen felt or any such material and provision of copper plate, etc. shall be paid for separately in running meter. The measurement shall be taken up to two places of decimal stating the depth and width of joint.

4.6.4.6 Curing - After the concrete has begun to harden i.e. about 1 to 2 hours after its laying, it shall be protected from quick drying by covering with moist gunny bags, sand, canvass Hessian or any other material approved by the engineer. After 24 hours of laying of concrete, the surface shall be cured of ponding with water for a minimum period of 7 days from the date of placing of concrete.

4.6.4.7 Finishing - In case of roof slabs the top surface shall be finished even and smooth with wooden trowel, before the concrete begins to set.

Immediately on removal of forms, the R.C.C work shall be examined by the engineer, before any

defects are made good.

The work that has sagged or contains honey combing to an extent detrimental to structural safety or architectural concept shall be rejected as given for visual inspection test.

Surface defects of a minor nature may be accepted. On acceptance of such a work by the engineer, the same shall be rectified as follows -

1) Surface defects which require repair when forms are removed, usually consist of bulges due to movement of forms, ridges at form joints, honey combed areas, damage resulting from the stripping of forms and bolt holes, bulges and ridges are removed by careful chipping or tooling and the surface is then rubbed with a grinding stone. Honey-combed and other defective areas must be chipped out, the edges being cut as straight as possible and perpendicularly to the surface, or preferable slightly undercut to provide a key at the edge of the path.

2) Shallow patches are first treated with a coat of thin grout composed of one part of cement and one part of fine sand and then filled with mortar similar to that used in the concrete. The mortar is placed in layers not more than 10 mm thick and each layer is given a scratch finish to secure bond with the succeeding layer. The last layer is finished to match the surrounding concrete by floating, rubbing or tooling on formed surfaces by pressing the form material against the patch while the mortar is still plastic.

3) Large and deep patches require filling up with concrete held in place by forms. Such patches are reinforced and carefully dowelled to the hardened concrete.

4) Holes left by bolts are filled with mortar carefully packed into places in small amounts. The mortar is mixed as dry as possible, with just enough water so that it will be tightly compacted when forced into place.

5) Tiered holes extending right through the concrete may be filled with mortar with a pressure gun similar to the gun used for greasing motor cars.

6) Normally, patches appear darker than the surrounding concrete, possibly owing to the presence on their surface of less cement laitance. Where uniform surface colour is important, this defect shall be remedied by adding 10 to 20 percent of white Portland cement to the patching mortar, the exact quantity being determined by trial.

7) The same amount of care to cure the material in the patches should be taken as with the whole structure. Curing must be started as soon as possible, after the patch is finished to prevent early drying. Damp Hessian may be used but in some locations it may be difficult to hold it in place. A membrane curing compound in these cases will be most convenient.

c). The exposed surface of R.C.C work shall be plastered with cement mortar 1 -3 (1 cement - 3 fine sand) of thickness not exceeding 6 mm to give smooth and even surface true to line and form. Any RCC surface which remains permanently exposed to view in the completed structure shall be considered exposed surface for the purpose of this specification.

Where such exposed surface exceeding 0.5 sq.m in each location is not plastered with cement mortar 1:3 (1 cement to 3 fine sand) 6 mm thick, necessary deduction shall be made for plastering not done.

d). The surface which is to receive plaster or where it is to be joined with brick masonry wall, shall be properly roughened immediately after the shuttering is removed, taking care to remove the laitance completely without disturbing the concrete. The roughening shall be done by hacking. Before the surface is plastered, it shall be cleaned and wetted so as to give bond between concrete and plaster.

e). The surface of RCC slab on which the cement concrete of mosaic floor is to be laid shall be roughened with brushes while the concrete is green. This shall be done without disturbing the concrete.

4.6.4.8 Strength of concrete - The compressive strength on work tests for different mixes shall be as given in Table 15 below -

Table 15

Concrete mix (Nominal mix on volume basis)	Compressive strength in (kg/sq cm)	
	7 days	28 days
1:1:2	210	315
1:1 ½ : 3	175	265
1:2:4	140	210

4.6.4.9 Testing of concrete

(1). Regular mandatory tests on the consistency and workability of the fresh concrete shall be done to achieve the specified compressive strength of concrete. These will be of two types

Mandatory Lab. Test

Mandatory Field Test

(3). Results of Mandatory Field Test will prevail over Mandatory Lab. Test.

a) Work Test-Mandatory Lab. Test shall be carried out as prescribed.

b) Mandatory Field Test (Hammer Test), shall be carried out as prescribe in Annexure 4.A.2

(4). Additional test - Additional test, if required, shall be carried out as prescribed in Annexure 4.A.7

(5). Slump test - This test shall be carried out as prescribed in Annexure 4.A.1

(6). Visual inspection test - The concrete will be inspected after removal of the form work as described. The question of carrying out mandatory test or other tests described in Annexure 4-A.2 and 4-A.4 will arise only after satisfactory report of visual inspection.

The concrete is liable to be rejected, if,

(i) It is porous or honeycombed.-

(ii) Its placing has been interrupted without providing a proper construction joint;

(iii) The reinforcement has been displaced beyond tolerance specified; or construction tolerance has

not been met.

However, the hardened concrete may be accepted after carrying out suitable remedial measures to the satisfaction of the engineer at the risk and cost of the contractor.

4.6.4.10 Standard of acceptance

(1). Mandatory lab test - For concrete sample and tested as prescribed in Annexure 4- A.2 the following requirement shall apply.

Out of six sample cubes, three cubes shall be tested at 7 days and remaining three cubes at 28 days, if found necessary.

(2). 7days' tests

(a). Sampling - The average of the strength of three specimens shall be accepted as the compressive strength of the concrete provided the variation In strength of individual specimen is not more than ± 15% of the average. Difference between the maximum and minimum strength should not exceed 30% of average strength of three specimen. If the difference between maximum and minimum strength exceeds 30% of the average strength, then 28 days' test shall have to be carried out.

(a). Strength - If the actual average strength of sample accepted in para 'sampling' above is equal to or higher than specified strength up to 15% then strength of the concrete shall be considered in order. In case the actual average strength of sample accepted in the above para is lower than the specified or higher by more than 15% then 28 days' test shall have to be carried out to determine the compressive strength of concrete cubes.

(3). 28 days' test

(a) The average of the strength of three specimen be accepted as the compressive strength of any individual cube shall neither be less than 70% nor higher than 130% of the specified strength.

(b) If the actual average strength of accepted sample exceeds specified strength by more than 30%, the engineer, if he so desires may further investigate the matter. However, if the strength of any individual cube exceeds more than 30% of specified strength, it will be restricted to 130% only for computation of strength.

(c) If the actual average strength of accepted sample is equal to or higher than specified strength upto30% then strength of the concrete shall be considered in order and the concrete shall be accepted at full rates.

(d) If the actual average strength of accepted sample is less than specified strength but not less than specified strength but not less than 70% of specified strength, the concrete may be accepted at reduced rate at the discretion of engineer.

(e) If the actual average strength of accepted sample is less than 70% of specified strength, the engineer shall reject the defective portion of work represented by sample and nothing shall be paid for the rejected work. Remedial measures necessary to retain the structure shall be taken at the risk and cost of contractor. If, however, the engineer so desires, he may order additional tests (see Annexure 4-

A.4) to be carried out to ascertain if the structure can be retained. All the charges in connection with these additional tests shall be borne by the contractor.

(4). Acceptance criteria of mandatory field test

(A) Preparation of standard test cubes for calibration of rebound hammer at site

(a) In the beginning the standard test cubes of specified mix shall be prepared by field units before undertaking any concrete work in each project.

(b) At least 18 standard cubes necessary for formation of one specimen of specified mix, shall be cast by site staff well in advance. From these 18 cubes any 3 cubes may be selected at random to be tested for crushing strength of 7 days. The crushing strength obtained should satisfy the specified strength for the mix as per specification or agreement. If the strength is satisfactory then the remaining cubes will form the standard samples for calibration of rebound hammer. In case of failure, the site staff should totally reject the samples and remove them also and then make another set of samples by fresh mixing or alternatively, out of the remaining 15 cubes 3 cubes will be tested on 28 days. If the 28 days' tests are found satisfactory then remaining 12 cubes will form the standard sample for calibration at 28 days' strength otherwise all samples shall be rejected and whole procedure repeated to form a fresh specimen. All the results shall be recorded in a register.

(c) No concreting will be allowed unless the standard specimen cubes are obtained.

The criteria for acceptance and calibration of hammer will be 28 days' strength. the 7 days' strength is only to facilitate the work to start.

(d) No work (for the concrete cast between 8th day) shall be allowed to be paid unless 28 days' cube strength is obtained. For the concrete cast between 8th and 28th day, the decision to make the payment may be taken by the engineer on the basis of existing criteria. Concrete work will be rejected if 28 days' strength falls short as per acceptance criteria. No further work will be allowed till the acceptable standard cubes are obtained.

(e) Frequency - It will be once in each quarter or as per the direction and discretion of engineer. Whenever the acceptance criteria is changed or concrete mix or type of cement is changed or engineer feels it necessary for recorded reasons with the approval of the authority according technical sanction, fresh specimen shall be prepared.

(B) Calibration of hammer

(a) Simultaneously, same three cubes to be tested on 28 days as referred in para A (b) above shall be used to correlate the compressive strength of their concrete with rebound number as per procedure described in para 5.2 of the IS: 13311 (Part 2) "Indian standard for non-destructive testing of concrete Method of test by rebound hammer which is given below in para B (b). the average of values of the rebound number (minimum readings) obtained in respect of same three cubes passing on 28 days' work test shall form the datum reference for remaining cubes for the strength of cubes.

(b) The concrete cubes specimens are held in a compression testing machine under a fixed load,

measurements of rebound hammer taken and then compressive strength determined as per IS: 516. The fixed load required is of the order of 7N / mm² when the impact energy of the hammer is about 2.2 NM.

If the specimens are wet cured, they should be removed from wet storage & kept in the laboratory atmosphere for about 24 hours before testing. Only the vertical faces of the cubes as cast should be tested for rebound number. At least nine readings should be taken on each of the three vertical faces accessible in the compression testing machine when using rebound hammers. The points of impact on the specimen must not be nearer than 20 mm from each other. The same points must not be impacted more than once.

(c) The rebound number of hammer will be determined on each of the remaining (18-3-3=12) cubes. Whenever the rebound number of hammer of any individual cube varies by more than ± 25% from the datum readings referred to in para B(a) above, that cube will be excluded and will not be considered for standard specimen cubes for calibration. It must be ensured that at least 8 cubes out of 12 that is 66.6% are within the permissible range of variation of rebound number i.e. ± 25% or otherwise whole procedure shall have to be repeated and fresh specimen prepared.

These 8 cubes will form one standard sample in the beginning before commencement of work and shall be kept carefully for the visiting officers who will calibrate their hammers on these cubes.

(d) This calibration will be done by field staff with their hammer and then chart of calibration giving the details of the average readings, date & month of casting, mix of the concrete etc. shall be prepared and signed by engineer and will be duly preserved for future reference as and when required.

(C) Preservation of cubes at site - Standard sample cubes cast shall be carefully preserved at site under the safe custody of AE or his representative for making them available together with the charts, to the any other senior departmental officers, during their inspection of the work.

(D) Testing at site - (D-2) Testing will be done generally by non-destructive methods like rebound hammers etc. Each field Division / Sub Division / Unit will purchase rebound hammers and keep them in working order at work site. Testing will be done only by hammers, which are dully calibrated.

(D-3) The relative strength of actual field work will be tested with reference to strength of these standard cubes and calibration charts of a hammer for determining the rebound number on the field work. The hammer will be used as per manufacturer’s guidelines at various locations chosen at random. The number of location / reading on each wall, beam or column etc. shall not be less than 12. All the readings should be within the ± 25% range of values prescribed in calibration chart normally. However, reading indicating good strength will be when it is at par with calibrated value between 100% & 125% and very good if more than 125%. Any value between 100% & 75% of calibrated value shall be considered satisfactory. Values from 75% to 50% shall be considered for fragment at rates reduced on prorata basis. The concrete indicating rebound number less than 50%of calibrated value shall be rejected and not paid for.

(E) Acceptance of field tests and strength - If the relative strength of actual field work is found satisfactory considering the calibration charts with reference to the standard cube test kept at site, the representative work will be considered satisfactory. If the work is considered below satisfactory, the same will be dealt as stated in para D-3 above.

(F) 7 days' Strength in rare cases only - Normally cube crushing strength on 28 days' test shall form the basis of acceptance. However in rare cases of time bound projects / urgent repairs 7 days' cube test strength criteria may be adopted on similar lines using 7 days' standard test cubes and calibration graphs / curves /charts for 7 days' in lieu of 28 days' and testing work done at 7 days'.

(G) Precautions

(G-1) The testing shall be done generally as per the guidelines of manufacturer of the apparatus and strictly in accordance with the procedure laid down in clause 6 of IS: 13311 (part 2) Indian Standard for Non-Destructive Testing of concrete-Method of Test by Rebound Hammer.

(G-2) The rebound hammers are influenced by number of factors like type of cement aggregate, surface conditions, moisture content, age of concrete etc. Hence care shall be taken to compare the cement, aggregate etc. and tested under the similar surface conditions having more or less same moisture content and age. However effect of age can be ignored for concrete between 3 days & 3 months old.

4.6.4.11 Measurement

4.6.4.11.1. Dimensions shall be measured nearest to a cm except for the thickness of slab which shall be measured correct to 0.5 cm.

4.6.4.11.2. The areas shall be worked out nearest to 0.01 sq. mt. The cubical contents shall be worked out to nearest 0.01 cubic meters.

4.6.4.11.3. Reinforced cement concrete whether cast-in-situ or present shall be classified and measured separately as follows.

(a)Raft, footing, bases of columns etc. and mass concrete.

(b)walls (any thickness) including attached pilasters, buttresses, plinth and string course, fillets etc.

(c)suspended floors, roofs, landings and balconies.

(d) Shelves

(e) Chajjas

(f) Lintel, beams and Bressummers.

(g) Columns, pillars, piers, abutments, posts and struts.

(h) Stair-cases including waist or waist less slab but excluding landing except in

(I) below.

(j) Spiral stair-case (including landing).

(k) Arches, arch ribs, domes and vaults.

(l) Chimneys and shafts.

(m) Well steining.

(n) Vertical and horizontal fins individually or forming box, louvers and fascias.

(o) Kerbs, steps and the like.

(p) String course, bands, coping, bed plates, anchor blocks, plain window sills and the like.

(q) Moldings as in cornices window sills etc.

Shell, dome and folded plates.

(r) Extra for shuttering in circular work in plan.

4.6.4.11.4 No deduction shall be made for the following -

(a) Ends of dissimilar materials (e.g. joists, beams post girders, rafters, purlin trusses, corbels steps etc.) up to 500 sq cm in cross-section

(b) Opening up to 0.1sq.m.

Note-In calculating area of openings up to 0.1sq.m the size of opening shall include the thickness of any separate lintels or sills. No extra labour for forming such opening or voids shall be paid for.

(c) The volume occupied by reinforcement.

(d) The volume occupied by water pipes, conducts etc. not exceeding 25 sq cm each in cross sectional area. Nothing extra shall be paid for leaving and finishing such cavities and holes.

4.6.4.11.5 Measurement shall be taken before any rendering is done in concrete members. Measurement will not include rendering. The measurement of R.C.C. work between various units shall be regulated as below -

(a) Slabs shall be taken as running continuously through except when slab is monolithic with the beam. In that case it will be from the face to face of the bream.

(b) Beams shall be measured from face to face of columns and shall include haunches, if any, between columns and beam. The depth of the bottom of beam shall be from the bottom of slab to the bottom of beam and slabs are not monolithic. In case of monolithic construction where slabs are integrally connected with beam, the depth of beam shall be from the top of the slab to the bottom of beam.

(c) The columns measurement shall be taken through.

(d) Chajjas along with its bearing on wall shall be measured in cubic meter nearest to two places of decimal. When Chajjas is combined with Lintel, slab or beam, the projecting portion shall be measured as Chajjas, built in bearing shall be measured as per item of Lintel, slab or beam in which chhajja bears.

(e) Where the band and Lintels are of the same height and the band serves as Lintel, the portion of the band to be measured as lintel shall be for clear length of opening plus twice the over all depth of band.

4.6.4.12. Tolerances - Subject to the condition that structural safety is not impaired and architectural concept does not hamper, the tolerances in dimensions of R.C.C members shall be as specified in the

drawing by the designer. Whenever these are not specified, the permissible tolerance shall be decided by the engineer after consultations with the Designer, if necessary.

When tolerances in dimensions are permitted, following procedure for measurements shall apply.

(a). If the actual dimensions of R.C.C members do not exceed or decrease the design dimensions of the members plus or minus tolerance limit specified above, the design dimensions shall be taken for the purpose of measurements.

(b). If the actual dimensions exceed the design dimensions by more than the tolerance limit, the design dimensions only shall be measured for the purpose of payment.

(c). If the actual dimensions decrease more than the tolerance limit specified, the actual dimensions of the RCC members shall be taken for the purpose of measurement and payment.

(d). For acceptance of RCC members whose dimensions are not exactly as per design dimension of engineer shall be final. For the purpose of payment, however, the clarification as given in para a, b & c above shall apply

4.6.4.13 Rate

The rate includes the cost of materials and labour involved in all the operations described above except for the cost of centering and shuttering.

On the basis of mandatory lab tests, in case of actual average compressive strength being less than specified strength but upto 70% of specified strength, the rate payable shall be in the same proportion as actual average compressive strength bears to the specified compressive strength.

Example

1. Average compressive strength in 80% of specified strength. Rate payable shall be 80% of agreement rate.

2. In case average compressive strength in less than 70% of the specified strength, the work represented by the sample shall be rejected.

3. However, on the basis of mandatory field test, where they prevail, the rates of the work represented by samples showing actual compressive strength less than specified strength shall be worked out as per para above. In addition, engineer may order for additional tests (see Annexure 4-A.4) to be carried out at the cost of contractor to ascertain if the portion of structure where in concrete represented by the samples has been used, can be retained on the basis of these test. Engineer may take further remedial measures as necessary to retain the structure at the risk and cost of the contractor.

Where throating or plaster drip or molding is not required to be provided in RCC Chajjas, deduction for not providing throating or plaster drip or molding shall be made from the item of R.C.C. In Chajjas. The measurement for deduction item shall be measured in running meters direct to a cm of the edge of chhajja.

No extra payment for richer mix which projects into any meter from another member during concreting of junctions of beams and columns etc. will be made except to the extent structurally

considered necessary and when so indicated in the structural drawing. The payments for work done under items of different mixes shall be limited strictly to what is indicated in the structural drawings.

5. STONE MASONRY

Requirements of a good structural stone - Structural stones should primarily be (a) strong against crushing, (b) durable, (resistance to weather), (c) good in appearance (colour), (d) susceptible of being quarried in large sizes, and (e) fire resisting.

The strength of a stone depends upon its density and weight.

5.1.2.1. Classification of rocks – Rocks are classified according to:-

(1)Geological formation and (2) Chemical composition.

Geological formation - The three classifications are:-

a) Igneous rocks - These are the result of consolidation of molten material or at below the surface of earth, e.g., Granite, Basalt and Trap.

b) Aqueous or sedimentary rocks - These are precipitated by the deposition of sand, gravel, clay, etc., generally by precipitation in water, subsequently cemented together by silica, lime, potash, etc., sided by the pressure of superincumbent layers of material and water, e.g., sandstones, limestone's, etc.

c) Metamorphic rocks - These are rocks originally formed in either of the two processes mentioned above, but subsequently changed or metamorphosed in colour, structure and texture, having been subjected to either intense heat or pressure exerted by the movements in and below earth's crust or both, e.g., Slates, schist, marble, etc.

Chemical composition **– This classification is made on the basis of the chief constituent material in the rock.**

(a) Siliceous rocks - Where silica in the form of sand, quartz, or flint, predominates, e.g., granite, trap, sand stone.(b) Calcareous rocks - Where calcium carbonate lime is the main constituent,e.g. limestone, marble, etc.(c) Argillaceous rocks-In this argile (clay) forms the base, e.g., Slate, Laterite, etc.

Quality of good stone and comparative strength - A stone of igneous origin is stronger than one of sedimentary formation. Stones with silicates as binding material will weather better than those with calcareous binding material. Generally, crystalline stones are hard and compact and are superior to non-crystalline stones. Finer the crystalline structure, stronger and more durable is the stone. An examination of old structure, where it has been used will indicate durability. If tool marks are visible, the edges or corners are still sharp and true and the surface hard showing no signs of deterioration, the stone may be regarded as satisfactory. A fresh fracture of good stone, suitable for structural work should be bright, clean and sharp, free from loose grains, and should not have an earthy smell.

For dressing, stone should be comparatively soft, yet durable, compact grained and homogeneous in texture, rather than crystalline, free from veins and planes of cleavage.

The specific gravity of a good stone should not be less than 2.7.

Stones used in building construction - The principal stones used in building construction are granites,

gneiss, trap or basalt, quartzites, laterites, schists, lime stones, sand stones, pot stones and slates.

a) Granites – A. typical granite contains large proportion of feldspar than quartz, mixed with little mica, either the Muscovite or the Biotite variety.

(1) Syenite is a variety of granite, composed of orthoclase feldspar and hornblende.

(2) Diorite is another variety of granite containing plagioclase (feldspar with inclined planes or cleavage) and hornblende or some other Ferro magnesium silicate often associated with free quartz. It usually occurs as introduced in masses in the form of dykes.

(3) Mica is a source of weakness in granite. If the feldspar is of the orthoclase variety, the granite is not very strong.

(a). The best form of granite is that which contains a large production of quartz plagioclase feldspar and very little mica. If it is fine grained, it can be easily worked and polished and used for ornamental works also.

(b) Gneiss - A metamorphic rock. Gneisses are grouped according to the nature of the dark mineral present in the sample or according to the type of igneous rock to which they are most related. Normal granite is a massive rock without foliation. Normal granite is a massive rock without foliation; when it talks foliated structure subsequent to its crystallisation it is termed gneiss.

(c) Trap or Basalt - Both are igneous rocks. Trap contains feldspar and hornblende while Basalt, which contains feldspar, augite and iron. Both are fine grained. They are very compact, hard and durable stones. They are rather hard to work and obtainable in small sizes and not obtainable in large blocks.

(d) Quartzites - Derived from the metamorphosis of sandstones or conglomerates. It is very hard to work and breaks up into irregular sizes and large blocks are not available.

(e) Laterites - are clay stones with a vesicular texture, the vesicular being impregnated with iron in cellular structure. It is a soft rock suitable for light buildings. It contains moisture (quarry sap) when freshly quarried and is thus very easy to dress at that time. After exposure for a month or two, it becomes harder. It is very easy to work but care is required in selection of stones.

(f) Schists - Metamorphic rock belonging to group of foliated rocks. Finer in texture than gneiss. Derived either from igneous or sedimentary rocks. Varieties are named according to the abundance of ferro-magnesium mineral. Chief among the members of this family that are found in this State are hornblende schists, chlorite schists, calcite schists, and mica schists. The rocks are generally dark in colour.

(g) Lime stones - are those in which calcium carbonate forms the base. Sand Stones – are those in which silica constitutes the base.

(h) Slates - are fine grained compact argillaceous rocks with planes of cleavage, independent of the original beds, often crossing them at a great angle.

(j) Pot stones - Impure form of Talc, composition being chiefly silicate of magnesia and is not useful

for structural work. It is very easy to work. The best variety is red variety. Mottled and streamed colours pervading it should not be very unevenly distributed. It should not be used in places where it is subjected to any great pressure and liable to be soaked with water.

Ornamental building stones - The following varieties can take fine polish and are mainly used as ornamental building stones

(a)Grey rocks - Which include the medium to fine grained and coarse grained granite gneisses and granites. These are useful for decorative purposes and are available from Sarakki quarries and Malsandra quarries near Bangalore.

(b) Porphyritic granite - coarse grained granite having grayish colour with slightly pinkish tinge. The polished surface of the rock gives a mottled appearance with large plates of dull white plagioclase and pale pink orthoclase occurring in a grayish ground mass having quartz and biotite. These are available from certain quarries in Chitradurga District.

(c) Pink rocks - This group has been divided into (a) non-Porphyritic and (b) coarse porphyritic types, the former occurring near Ramnagaram, Magadi and Chamundi Hills, and the latter near EIlikal and Sivaganga.

(d) Green rocks - These rocks are available in Chikmagalur Taluk.(

e)Black rocks - Occurs as an outcrop about two miles east of Mysore on the Mysore-Mahadevapur Road. It is compact and soft and takes good and lasting polish.

(f) Black trap (Turuvekere Stone) - Occurs in the form of a huge dyke to the east of Kadehalli, a village 6 miles south of Turuvekere. The rock is soft compact and black when fresh. It has a grayish appearance on weathered surface; Quarries near Banasandra also yield good samples.

(g) Felsites and porphyry - Occurring in the form of dykes of quite a great range of texture and colour. Outcrop conspicuously in the Srirangapatnam and Mandya Taluks; when cut and polished they form ornamental building stones.

(h) Marble - It is a compact, crystalline and the strongest and most durable variety of limestone formed by the metamorphic action. It is obtainable in a variety of colours, white, grey, blue, green, yellow. It can be easily sawn and carved; it takes high polish.

(i) Artificial Stones - Processes have been invented for the manufacture of artificial stones for use in localities where natural stones cannot be had. Some of the processes produce of high quality. Comparative cost of producing artificial stones for use in any locality should determine its adoption. The facility with which it can be moulded to most intricate forms, however, makes it more economical than carvings in natural stone.

Artificial stones are practically forms of good setting mortar or of concrete.

(1) Artificial stone is made by mixing dry sand with silicate of soda (dissolved flint) and a small proportion of powdered stone or chalk. These are thoroughly mixed together in a pug or mortar mill, and forced by hand into moulds. A cold solution of chloride of calcium is poured over the blocks

turned out, which are then immersed in a boiling solution of the same, sometimes under pressure, so as to entirely fill the pores of the material with the solution. After this the blocks are found to be as hard as most building stones. The excess of sodium chloride is washed off to prevent efflorescence. This stone has been used for a variety of purposes.

(2) Victoria stone - A mixture of four parts of crushed granite with one of Portland cement is allowed to set for three days or more into a hard block moulded to the required shape. It is then immersed in silicate of soda for some seven or eight weeks. This stone also has been used for various purposes.

(3) Silicated stone - Is made in the same way as Victoria stone, and used for paving slabs and drain pipes.

(4) Artificial paving slabs and paving stones - of many kinds are used nowadays. They are often composed of Portland cement concrete very carefully made. Silicates are sometimes added to give hardness to the mass.

5.1.6. Quarrying stones - The open part of natural rock, from which useful material is obtained by loosening or blasting or both is called a quarry, and the process, quarrying. There is not much difference between quarrying and mining, except that a quarry is open at surface, whereas mining is done underground.

The quarrying should be done in quarries approved by the Executive engineer and the methods of quarrying should be as per standard procedures.

The rock loosened shall be cut into the required sizes by weight, chisels or butt hammers as per requisitions. Quarry chips shall be removed and stacked separately.

The quarrying for face and cut stones shall be made in selected quarries.

Stones required for dimensioned work to be quarried true and square and as near the dimensions given as possible.

5.1.7. Methods of quarrying - The methods commonly adopted for quarrying stones are as follows:-

1) Quarrying stones

a) by wedging and splitting and

b) by chiseling.

2) Quarrying stones by burning.

3) Quarrying stones by blasting.

(1).Quarrying stones.

(a). By wedging and splitting - Wooden or steel wedges are used along lines of cleavage. When these wedges are driven and hammered, the rock yields along the lines of cleavage and blocks are then chiseled and taken out.

(b) By Chiseling - This is done by boring small holes at suitable intervals, one inch to three inches deep with the chisel, inserting steel wedges into the holes and gradually hammering the wedges. A

crack then appears along the line of the holes, and the boulder is split. The same process is repeated until the stones are cut to the required smaller sizes.

When the stone is a huge boulder, a whole varying from three feet to six feet in depth is drilled and blasted with gun powder only. It is further split into sizes with chisels and wedges.

(3). Quarrying stones by burning and splitting - Lines of cleavage are created by burning rock and cooling it and then wedging along such cleavages. But such stones are naturally weaker. The thickness of stone got depends upon the area exposed to heat and intensity of heat applied. This causes the layer to expand and separate from the lower mass. This is usually attended with a dull bursting sound. This method could be adopted in the case of taking out slabs of fairly large size from 50 mm.

(4). Quarrying of Stones by blasting – See Section 2.

5.1.8 - Dressing of stones - After quarrying, stones are to be wrought or dressed to varying degrees, depending on the kind of work on which they are used. It is better to do as much dressing as is possible at the quarry.

Dressing of stone is done in three operations.

(1) While sorting out stone for different useful purposes such as bases, caps of pillars. Arch stones, corner stones, coping, etc., a stone are roughly hewn with a quarry hammer of about 3kgs weight to reduce its weight to minimum by knocking out unwanted materials.

(2) It is then hauled up and it is given the rough shape (by a mason's hammer of weight 1 to 1.5 Kgs), of a rectangular block for which it was originally sorted out.

(3) Final dressing is done on the site of works by tools such as pitching tool, point chisel, plane or toothed chisels.

5.1.8.1. Blocks of stone, which are to be put into the masonry, should be dressed with horizontal beds and vertical faces, or very nearly so to have proper joints for the specified distance from the face. If not carefully superintended, masons will chip off the edges of stone with a hammer leaving full joint for perhaps half an inch from the face.

5.1.8.2. Chisel drafted margin - The dressing done with a drafting chisel in narrow strips of width generally 2 to 5 cm. Chisel drafted margin shall be punch dressed.

5.1.8.3. Hammer dressed surface - A hammer dressed stone shall have no sharp and irregular corners and shall have a comparatively even surface so as to fit well in masonry. Hammer dressed stone is also known as hammer faced, quarry faced and rustic faced. The bushing from the general wall face shall not be more than 40 mm on exposed face and 10 mm on faces to be plastered (Fig.1).

5.1.8.4. Rock faced surface - A rock faced stone shall have a minimum of 25 mm wide chisel drafted margin at the four edges, all the edges being in the same plane (Fig.2).

5.1.8.5. Rough tooled surface - A rough tooled surface shall have a series of bands, made by means of a plane chisel 4 to 5 cm wide, more or less parallel to tool marks all over the surface. These marks

may be either horizontal, vertical or at an angle of 450 as directed (Fig.3). The edges and corners shall be square and true. The depth or gap between the surface and straight edge, held against the surface shall not be more than 3 mm (Rough tooled stones are used where fairly regular plane faces are required for masonry work).

5.1.8.6. Punched dressed surface - A rough surface is further dressed by means of punch chisel to show series of parallel ridges. The depth of gap between the surface and a straight edge held against the surface shall not exceed 3 mm (Fig.4). Punched dressed stones are used where even surfaces are required.

5.1.8.7. Close picked surface - A punched stone is further dressed by means of point chisel so as to obtain a finer surface, ridges or chisel marks left over being very tiny. The depth of gap between the surface and a straight edge kept over the surface shall not exceed 1.5 mm (Fig.5).

5.1.8.8. Fine tooled surface - Close picked surface is further dressed so that all the projections are removed and fairly smooth surface is obtained. The surfaces shall have 3 to 4 lines per centimeters width depending on the degree of hardness of stone and degree of fineness required (Fig.1 to 6). This type of dressing is commonly adopted for ashlar work.

5.1.8.9. Polished surface - Surfaces having a high gloss finish. Polishing of stones shall be done by rubbing them with suitable abrasive, wetting the surface where necessary with water. Alternatively polishing of stones shall be done by holding them firmly on the top of revolving table to which some abrasive material like sand or carborundum is fed. The final polishing shall be performed by rubber or felt, using oxide of lime (called by trade name as putty powder) as a polishing medium.

5.1.8.10. Moulded - Cut to profile of a moulding with punched dressed surfaces, unless otherwise specified.

5.1.9. Weathering of stones - The effect of weather on building stones.

5.1.9.1. “Weathering” is understood to mean the gradual wear or decay brought about by any cause and a ‘perfect ‘ material would resist these decaying agencies and remain always in original state. There is, of course, no ‘perfect’ material, but many forms of stones get very close to the state of perfection as witness the ancient monuments that have withstood the ravages of times for thousands of years.

5.1.9.2. Chief agents of destruction or cause of failure in building stone.

(1) Frost or severe and sudden changes in temperature.- Frost causes the water that has penetrated into the pores of stones or between the laminations to expand on freezing. The expansion has a loosening effect on the particles. Sudden changes in temperature have a somewhat similar effect on the particles, of which the stone is composed.

(2) Failure of the structure of the stone - This may happen in untried qualities particularly, sandstone, where grains of practically indestructible silica may be held together by a weak cementing material.

(3) Drawing rain - Rain (and atmospheric moisture generally) is charged with sulphurous acids which

act on the carbonate of lime in a limestone setting up chemical action which gradually eats the stone away. The action is very gradual of course but care should be taken to choose a good limestone for use in Industrial towns where decay from this cause may be most expected.

(4). Dust and sand laden winds- This may be only a minor cause excepting for a few isolated stones that are in such a position as to be always affected by dust. Sand - in really sandy districts can however leave a very marked effect on work, a very famous example being the sphinx in Egypt.

(5) Vegetation - Clinging mosses, lichens, and similar parasitic vegetations look very beautiful on stone work but they have a disintegrating effect if only through the retention of moisture. There are however other causes which may be very serious. They are not included under "chief causes" as they are due (a) to misuse of the material, and (b) bad design. Under (a) comes the grave fault of using sedimentary rock, the wrong way of the bed. The use of iron clamps, rods or dowels, etc., is also liable to cause failure due to the expansion of metal during oxidisation.

5.1.10. Preservation and restoration of stones - There is in fact no distinct dividing line between preservation and restoration. The ultimate finish required also plays a large part, as for example, a domestic residence must be treated quite differently from an ancient monument.

(1). Preservation - To apply a preservative to a stone with the object of making it permanently weather – resisting whilst at the same time retaining its natural colour and appearance is practically impossible. Certain measures can however be taken to increase the life of a stone and arrest decay.

There is no such thing as a single solution, which can be universally adopted for preserving any kind of stone. It stands to reason that stones of different chemical composition and physical properties must receive separate and distinct treatment. However, there are a number of preservatives in the market.

(a). Chemical and patent preservatives - There are now many of these in the market, most of which are efficient for a few years if applied carefully. Silicate of soda is the basis of many of them. The object aimed at in these liquids is to produce a substance that will combine with the carbonate of lime and make an impervious surface. Best results are obtained if the solution is applied when the work is new. The silicate of soda in solution when applied penetrates the pores in the surface and reacts chemically with the free lime. Insoluble calcium silicate and silica are formed and as a result the pores in the surface layer are "sealed".

A good preventive, which is better than a preservative is the frequent, washing down of the work with, cleans water. This removes the acids before they act on the stone. But this process should not be adopted in frost weather. Both organic and inorganic preservatives are subject to decay and must be renewed from year to year. Before applying any preservative the faces of the work should be well cleaned and any loose particles removed by forced water or brushing and the liquid applied when the stone is dry. Paint is a good preservative but it has a limited life and also the great disadvantage of destroying the appearance of the material. Boiled linseed oil is also very good but destroys the colour

of the stone.

(b). Paraffin wax - Effective to a degree if it can be applied hot and driven well into the intestacies of the stone.

Coal tar and bitumen are very good preservatives but their colour is objectionable and besides they absorb the sun's heat.

(2) Restoration - Failure in stones can be prevented if sufficient care is taken in the original choice and use of the stone itself. Faults as fractures caused by the oxidization of iron, cannot be successfully repaired by an application of a preservative. Affected stone should be cut out and replaced. When considering the restoration of stone work, the method or methods used depend entirely on the class of work and the extent to which it has decayed and worn. If the decay is not serious, all dust and dirt can be cleaned off with wire brushes or water and the surface then coated with a stone preserving liquid when the work dries. Another method is to cut out the defective part to

A depth of not less than 20 mm and render them over with a mixture of cement and stone dust. 2 to 2 ½ of stone dust and 1 of white cement usually make a suitable mix for limestone. The bottom of the sinking should be roughened and several undercut holes drilled in it to give a key for the cement. For large restoration jobs, where it is desirable to restore the work to its original condition, by far the best method is to cut out any defective stones and replace them with new ones of the same material.

The cutting one should be to a depth of 75 to 100 mm or more if the stone in question has a large projection and the new stones should be dowelled to the one next to it or clamped back to the wall itself. The joints can then be painted up and grouted solid. This grouting is essential and it is important that it should be solid. To ensure this, two holes should be left at the top of the block either by leaving out the pointing or better by making holes for the purpose. One hole is to pour the grout into and the other to let the air out and prevent an air lock (which would make the joint appear to be full when it is really not so). A suitable grout is composed of 4 parts of stone dust to one part of cement. When small pieces are put in for such purposes these also should be dowelled where possible and dove tailed into the main block as an additional security.

5.1.11. Seasoning of stones - Stone freshly quarried contains some moisture which is called "quarry sap" particularly in the case of limestone, sandstone and laterites. In this state it is more easily worked. As the quarry sap evaporates, the stone becomes harder. It is therefore desirable to expose the stone to open air at least for two seasons before it is used in masonry.

5.1.12. Specification for random rubble stone masonry:

5.1.12.1. Stone - The stone will be of the type specified such as granite, trap, lime stone, sand stone, quartzite, etc. and shall be obtained from the quarries, approved by the engineer. Stone shall be hard, sound, durable, and free from weathering decay and defects like cavities, cracks, flaws, sand holes, injurious veins, patches of loose or soft materials and other similar defects that may adversely affect

its strength and appearance. As far as possible stone shall be of uniform colour, quality, or texture. Generally stones shall not contain crystalline silica or chart, Mica and other deleterious materials like iron oxide, organic impurities etc. Stones with round surface shall not be used.

The compressive strength of common types of stones shall be as per Table 1 and the percentage of water absorption shall generally not exceed 5% for stones other than specified in Table 1. For laterite this percentage is 12%.

Table 1

Type of stone	Maximum Water Absorption percentage by weight	Minimum Compressive strength kg/sq cm
Granite	0.5	1000
Basalt	0.5	400
Lime stone (Slab & Tiles)	0.15	200
Sand stone (Slab & Tiles)	2.5	300
Marble	0.40	500
Quartzite	0.40	800
Laterite (Block)	12	35

Note 1: Test for compressive strength shall be carried out as laid down in IS: 1121 (Part 1).

Note 2: Test for water absorption shall be carried out as laid down in IS: 1124.

5.1.12.2. Size of stones - Normally stones used should be small enough to be lifted and placed by hand. Unless otherwise indicated, the length of stones for stone masonry shall not exceed three times the height and the breadth or base shall not be greater than three-fourth the thickness of the wall, or not less than 15 cm. The height of stone may be up to 30 cm.

5.1.12.3. Random Rubble Masonry shall be uncoursed or brought to courses as specified (Fig 7 and 8). Uncoursed random rubble masonry shall be constructed with stones of sizes as referred and shapes picked at random from the stones brought from the approved quarry. Stones having sharp corners or round surfaces shall, however, not be used.

5.1.12.4. Random rubble masonry brought to the course is similar to uncoursed random rubble masonry except that the courses are roughly leveled at intervals varying from 30 cm to 90 cm in height according to the size of stones used.

Fig. 7 – Random Rubble Masonry

5.1.12.5. Dressing - Each stone shall be hammer dressed on the face, the sides and bed. Hammer dressing shall enable the stones to be laid close to neighboring stones such that the bushing in the face shall not project more than 40 mm on the exposed face and 10 mm on the face to be plastered.

Note: Dressing is classified ordinarily as: - Single line, two line, or three line according to the degree of fineness to which they have to be dressed. In single line dressing the maximum projection or depression with reference to the mean plane should not be more than 3 mm, and 1.5 mm in double line

and 1 mm in three line dressing. Dressing of stones finer than three lines dressing is known as pal mane, which is adopted in special cases, and especially where the surfaces are not to the plane desired even after fine dressing.

5.1.12.6. Mortar - The mortar used for joining shall be as specified.

5.1.12.7. Laying - All stones shall be wetted before use. Each stone shall be placed close to the stones already laid so that the thickness of the mortar joints at the face is not more than 20 mm. Face stones shall be arranged suitably to stagger the vertical joints and long vertical joints shall be avoided. Stones for hearing or interior filling shall be hammered down with wooden mallet into the position firmly bedded in mortar. Chips or sprawls of stones may be used for filing of interstices between the adjacent stones in heartening and these shall not exceed 20% of the quantity of stone masonry. To form a bond between successive courses plum stones projecting vertically by about 15 to 20 cm shall be firmly embedded in the heartening at the interval of about one meter in every course. No hollow space shall be left any where in the masonry.

The masonry work in wall shall be carried out true to plumb or to specified batter.

Random rubble masonry shall be brought to the level course at plinth, windowsills, lintel and roof levels. Leveling shall be done with concrete comprising of one part of the mortar as used for masonry and two parts of graded stone aggregate of 20 mm nominal size.

The masonry in structure shall be carried out uniformly. Where the masonry of one part is to be delayed, the work shall be raked back at an angle not steeper than 45 degree.

5.1.12.8. Bond stones - Bond or through stones running right through the thickness of walls, shall be provided in walls up to 60 cm thick and in case of wall above 60 cm thickness, a set of two or more bond stones overlapping each other by at least 15 cm shall be provided in a line from the face of the wall to the back. In case of highly absorbent types of stones (porous lime stone and sand stone etc.) single piece bond stones may give rise to dampness. For all thickness of such walls, a set of two or more bond stones overlapping each other by at least 15 cm shall be provided. Length of each such bond stone shall not be less than two-third of the thickness of the wall.

Where bond stones of suitable lengths are not available precast cement concrete block of 1:3:6 mix (1cement : 3 coarse sand : 6 graded stone aggregate 20 mm nominal size) of cross section not less than 225 square centimeters and length equal to the thickness of wall shall be used in lieu of bond stones. (This shall be applicable only in masonry below ground level and where masonry above ground level is finally required to be plastered). At least one bond stone or a set of bond stones shall be provided for every 0.5 sq m of the area of wall surface. All bond stones shall be marked suitably with paint as directed by the engineer.

5.1.12.9. Quoin and jamb stones - The quoin and jamb stones shall be of selected stones neatly dressed and hammer or chisel to form the required angle. Quoin stones shall not be less than 0.01 cum in volume. Height of quoins and jamb stones shall not be less than 15 cm.. Quoins shall be laid header

and stretcher alternatively.

5.1.12.10. Joints - Stone shall be so laid that all joints are fully packed with mortar and chips. Face joints shall not be more than 20 mm thick.

The joints shall be struck flush and finished at the time of laying when plastering or pointing is not to be done. For the surfaces to be plastered or pointed, the joints shall be raked to a minimum depth of 20 mm when the mortar is still green.

5.1.12.11. Scaffolding - Single scaffolding having one set of vertical support shall be allowed. The supports shall be sound and strong, tied together by horizontal pieces, over which the scaffolding planks shall be fixed. The inner end of the horizontal scaffolding member may rest in a hole provided in the masonry. Such holes, however, shall not be allowed in pillars under one meter in width or near the skew back of arches. The holes left in masonry work for supporting scaffolding shall be filled and made good with cement concrete 1:3:6 (1 cement : 3 coarse sand : 6 stone aggregate 20 mm nominal size).

5.1.12.12. Curing - Masonry work in cement or composite mortar shall be kept constantly moist on all faces for a minimum period of seven days. In case of masonry with fat lime mortar curing shall commence two days after laying of masonry and shall continue for at least seven days thereafter.

5.1.12.13. Protection - Green work shall be protected from rain by suitable covering. The work shall also be suitably protected from damage, mortar dropping and rain during construction.

5.1.12.14. Measurements

5.1.12.14.1 The length, height and thickness shall be measured correct to a cm. The thickness of wall shall be measured at joints excluding the bushing. Only specified dimensions shall be allowed; anything extra shall be ignored. The quantity shall be calculated in cubic metre nearest to two places of decimal.

5.1.12.14.2. The work under the following categories shall be measured separately.

From foundation to plinth level (level one): (a) Work in or under water and /or liquid mud, (b) Work in or under foul positions.

From plinth level (Level one) to floor two level.

From floor two levels to floor three level and so on.

Stone masonry in parapet shall be measured together with the corresponding item in the wall of the storey next below.

Note :(1) Floor I is the lowest floor above ground level in the building unless otherwise specified in a particular case. The floors above floor 1 shall be numbered in sequence as floor 2, floor 3 and so on. Number will increase upwards. (2) For floor 1, top level of finished floor shall be the floor level and for all other floors above floor 1, top level of structural slab shall be the floor level. (3) Floor level or 1 or 1.2 m above the ground level whichever is less shall be the plinth level.

5.1.12.14.3. No deduction shall be made nor extra payment made for the following

Ends of dissimilar materials (that is joists, beams, lintels, posts, girders, rafters purlins, trusses, corbels, steps etc.) up to 0.1 sqm in section.(ii)Openings each up to 0.1 sqm in area. In calculating the area of openings, any separate lintels or sills shall be included along with the size of opening but the end portions of the lintels shall be excluded and the extra width of rebated reveals, if any, shall also be excluded. (iii) Wall plates and bed plates, and bearing or chajjas and the like, where the thickness does not exceed 10 cm and the bearing does not extend over the full thickness of the wall.

Note: The bearing of floor and roof shall be deducted from wall masonry. (iv) Drain holes and recess for cement concrete blocks to embed hold fasts for doors, windows, etc.(v) Building in masonry, iron fixture, pipes up to 300 mm dia, hold fasts of doors and windows etc. (vi)Forming chases in masonry each up to section of 350 sq cm.

Masonry (excluding fixing brick work) in chimney breasts with smoke of air flues not exceeding 20 sq dm (0.20 sq m) in sectional area shall be measured as solid and no extra payment shall be made for pargetting and coring such flues. Where flues exceed 20 sq dm (0.20 sq m) sectional area, deduction shall be made for the same and pargetting and coring flues shall be measured in running meters stating size of flues and paid for separately. Aperture for fire place shall not be deducted and no extra payment made for splaying of jambs and throatings.

5.1.12.14.4. Apertures for fireplaces shall not be deducted and extra labour shall not be measured for splaying of jambs, throating and making arch to support the opening.

5.1.12.14.5. Square or rectangular pillars - These shall be measured as walls, but extra payment shall be allowed for stone work in square or rectangular pillars over the rate for stone work in walls. Rectangular pillar shall mean a detached masonry support rectangular in section, such that its breadth does not exceed two and a half times the thickness.

5.1.12.14.6. Circular pillars (columns) - These shall be measured as per actual dimensions, but extra payment shall be allowed for stone work in circular pillars over the rate for stone work in walls. The diameter as well as length shall be measured correct to a cm.

5.1.12.14.7. Tapered walls - shall be measured net, as per actual dimensions and paid for as other walls.

5.1.12.14.8. Curved masonry - Stone masonry curved on plan to a mean radius exceeding 6 meters shall be measured and included with general stone work. Stone work circular on plan to a mean radius not exceeding 6 meters shall be measured separately and shall include all cuttings and waste and templates. It shall be measured as the mean length of the wall.

5.1.12.15. Rate - The rate shall include the cost of materials and labour required for all the operations described above and shall include the following:

Raking out joints for plastering or pointing done as a separate item, or finishing flush as the work proceeds. (b)Preparing tops and sides of existing walls for raising and extending.(c) Rough cutting and waste for forming gables cores, skew backs or spandrels of arches, splays at eaves and all rough

cutting in the body of willing unless otherwise specified.(d) Bond stones or cement concrete bond blocks. (e) Leading and making holes for pipes etc. (f) Bedding and pointing wall plates, lintels, sills etc., in or on walls, bedding roof tiles and corrugated sheets in or on walls.(g) Building in ends of joists, beams, lintels etc.

6. SPECIFICATIONS CEMENT PLASTERING

15 mm thick lime plaster shall be done on rough side of single or half brick work. The average thickness of plaster shall not be less than 15 mm and the minimum thickness of the plaster at any place shall not be less than 10 mm. All other details shall be as specified in 15.1.

15.5. SPECIFICATIONS FOR CEMENT PLASTERING

15.5.0. The cement plaster shall be 12 mm, 15 mm or 20 mm thick as specified in the item.

15.5.1. Scaffolding and preparation of surface shall be as specified in 15.1

15.5.2 Mortar - The mortar of the specified mix using the type of sand described in the item shall be used. It shall be as specified. For external work and under coat work, the fine aggregate shall conform to grading IV. For finishing cost work the fine aggregate conforming to grading zone V shall be used.

15.5.3. Application - The specifications as in 15.1.4 shall apply except in the following respects -

a) Beating with thin bamboo strips shall not be done on the cement plaster, and

b) No lime putty solution shall be applied on the face when finishing. Further the plastering and finishing shall be completed within half an hour of adding water to the dry mortar.

15.5.4. Thickness - Where the thickness required as per description of the item is 20 mm the average thickness of the plaster shall not be less than 20 mm whether the wall treated is of brick or stone. In the case of brick work, the minimum thickness over any portion of the surface shall be not less than 15 mm while in case of stone work the minimum thickness over the bushings shall be not less than 12 mm.

15.5.5. Curing - Curing shall be started as soon as the plaster has hardened sufficiently not to be damaged when watered.

The plaster shall be kept wet for a period of at least 7 days. During this period, it shall be suitably protected from all damages at the contractor’s expense by such means as the engineer may approve. The dates on which the plastering is done shall be legibly marked on the various sections plastered so that curing for the specified period thereafter can be watched.

Specifications for Finish, Precautions, Measurements and Rate shall be as described in 15.1

15.6. SPECIFICATIONS FOR CEMENT PLASTER WITH A FLOATING COAT OF NEAT CEMENT

15.6.0. The cement plaster shall be 12, 15 or 20 mm thick, finished with a floating coat of neat cement, as described in the item.

15.6.1. Specifications for this item of work shall be same as described except for the additional

floating coat which shall be carried out as below.

When the plaster has been brought to a true surface with the wooden straight edge (clause 13.5.3 It shall be uniformly treated over its entire area with a paste of neat cement and rubbed smooth, so that the whole surface is covered with neat cement coating. The quantity of cement applied for floating coat shall be 1 kg per sqm. Smooth finishing shall be completed with trowel immediately and in no case later than half an hour of adding water to the plaster mix. The rest of the specifications as described in 15.5.3 shall apply.

15.7. SPECIFICATIONS FOR 18 MM CEMENT PLASTER (TWO COAT WORK)

15.7.1. The specification for scaffolding and preparation of surface shall be as described in 15.5

15.7.2. Mortar - The mix and type of fine aggregate specified in the description of the item shall be used for the respective coats. It shall be as specified in section 0.5. Generally the mix of the finishing coat shall not be richer than the under coat unless otherwise described in item.

Generally coarse sand shall be used for the under coat and fine sand for the finishing coat, unless otherwise specified for external work and under coat work, the fine aggregate shall conform to grading zone IV. For finishing coat work the fine aggregate conforming to grading zone V shall be used.

15.7.3. Application

15.7.3.1. The plaster shall be applied in two coats i.e. 12 mm under coat and then 6 mm finishing coat and shall have an average total thickness of not less than 18 mm.

15.7.3.2. 12 mm under coat -This shall be applied as specified except that when the plaster has been brought to a true surface a wooden straight edge and the surface shall be left rough and furrowed 2 mm deep with a scratching tool diagonally both ways, to form key for the finishing coat is applied.

15.7.3.3. 6 mm finishing coat - The finishing coat shall be applied after the under coat has sufficiently set but not dried and in any case within 48 hours and finished in the manner as specified.

15.7.4. Specifications for Curing, Finishing, Precautions, Measurements and Rate shall be as described in 15.5

7. SPECIFICATION OF PAINTING

15.25. SPECIFICATIONS FOR WHITE WASHING WITH LIME

Scaffolding

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

15.25.1.2. For all exposed brick work or tile work double scaffolding having two sets of vertical supports shall be provided. The supports shall be sound and strong, tied together with horizontal pieces over which scaffolding planks shall be fixed.

Note: In case of special type of brick work, scaffolding shall be got approved from Engineer in advance.

15.25.1.3. Where ladders are used, pieces of all gunny bags shall be tied on their tops to avoid damage or scratches to walls.

15.25.1.4. For white washing the ceiling, proper scaffolding shall be erected.

15.25.2. Preparation of surface - Before new work is white washed, the surface shall be thoroughly brushed free from mortar droppings an foreign matter.

In case of old work, all loose particles and scales shall be scrapped off and holes in plaster as well as patches of less than 50 cm area shall be filled up with mortar of the same mix. Where so specifically ordered by the Engineer, the entire surface of old white wash shall be thoroughly removed by scrapping and this shall be paid for separately where efflorescence is observed the deposits may be brushed clean and washed. The surface shall then be allowed to dry for at least 48 hours before white washing is done.

15.25.3. Preparation of lime wash

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

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

15.25.4. Application

15.25.4.1. The white wash shall be applied with brushes to the specified number of coats. The operation for each coat shall consist of a stroke of the brush given from the top downwards, another from the bottom upwards over the first stroke, and similarly one stroke horizontally from the right and another from the left before it dries.

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

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

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

Note: In case of Hessian ceiling, on no account, lime shall be used as it rots cloth and Hessian.

15.25.5. Protective Measures - Doors, Windows, floors, articles of furniture etc. and such other parts of the building not to be white washed, shall be protected from being splashed upon. Splashings and droppings, if any shall be removed by the contractor at his own cost and the surfaces cleaned. Damages if any to furniture or fittings and fixtures shall be recoverable from the contractor.

15.25.6. Measurements

15.25.6.1 Length and breadth shall be measured correct to a cm. and area shall be calculated in sqm correct to two places of decimals.

15.25.6.2 Measurements for jambs, Soffits, and Fills etc. for openings shall be as described.

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

Corrugated asbestos cement sheet	-	20%
Semi corrugated asbestos cement sheet	-	10%

15.25.6.4. Cornices and other such wall or ceiling features, shall be measured along the girth and included in the measurements.

15.25.6.5. The number of coats of each treatment shall be stated. The item shall include removing nails, making good holes, cracks, patches etc. not exceeding 50 sq. cm. each with material similar in composition to the surface to be prepared.

15.25.6.6. Work on old treated surfaces shall be measured separately and so described.

15.30. SPECIFICATIONS FOR OIL EMULSION (OIL BOUND) WASHABLE DISTEMPERING

15.30.1. Materials - Oil emulsion (Oil Bound) washable distemper (IS-428) of approved brand and manufacture shall be used. The primer where used as on new work shall be cements primer or distemper primer as described in the item. These shall be of the same manufacture as distemper. The distemper shall be diluted with water or any other prescribed thinner in a manner recommended by the manufacturer. Only sufficient quantity of distemper required for day's work shall be prepared.

The distemper and primer shall be brought by the contractor in sealed tins in sufficient quantities at a time to suffice for a fortnight's work, and the same shall be kept in the joint custody of the contractor and the Engineer. The empty tins shall not be removed from the site of work, till this item of work has been completed and passed by the Engineer.

15.30.2. Preparation of the Surface

15.30.2.1. For new work the surface shall be thoroughly cleaned of dust, old white or colour wash by washing and scrubbing. The surface shall then be allowed to dry for at least 48 hours. It shall then be sand papered to give a smooth and even surface. Any unevenness shall be made good by applying putty, made of plaster of pairs mixed with water on the entire surface including filling up the undulations and then sand papering the same after it is dry.

15.30.2.2 In the case of old work, all loose pieces and scales shall be removed by sand papering. The surface shall be cleaned of all grease dirt etc.

Pitting in plaster shall be made good with plaster of paris mixed with the colour to be used. The surface shall then be rubbed down again with a fine grade sand paper and made smooth. A coat of the distemper shall be applied over the patches. The patched surface shall be allowed to dry thoroughly before the regular coat of distemper is applied.

15.30.3. Application

15.30.3.1. Priming Coat - The priming coat shall be with distemper primer or cement primer, as required in the description of the item. The application of the distemper primer shall be as described.

Note: If the wall surface plaster has not dried completely, cement primer shall be applied before distempering the walls. But if distempering is done after the wall surface is dried completely, distemper primer shall be applied.

Oil bound distemper is not recommended to be applied, within six months of the completion of wall plaster. However, newly plastered surfaces if required to be distempered before a period of six months shall be given a coat of alkali resistant priming coat conforming to IS - 109 and allowed to dry for at least 48 hours before distempering is commenced.

For old work no primer coat is necessary.

15.30.3.2. Distemper Coat - For new work, after the primer coat has dried for at least 48 hours, the surface shall be lightly sand papered to make it smooth for receiving the distemper, taking care not to rub out the priming coat. All loose particles shall be dusted off after rubbing. One coat of distemper properly diluted with thinner (water or other liquid as stipulated by the manufacturer) shall be applied with brushes in horizontal strokes followed immediately by vertical ones which together constitute one coat.

The subsequent coats shall be applied in the same way. Two or more coats of distemper as are found necessary shall be applied over the primer coat to obtain an even shade.

A time interval of at least 24 hours shall be allowed between successive coats to permit proper drying of the preceding coat.

For old work the distemper shall be applied over the prepared surface in the same manner as in new work. One or more coats of distemper as are found necessary shall be applied to obtain an even and uniform shade. 15 cm double bristled distemper brushes shall be used. After each days work, brushes shall be thoroughly washed in hot water with soap solution and caked with distemper shall not be used on the work.

15.30.4. The specifications in respect of scaffolding, protective measures and measurements shall be as described.

15.30.5. Rate - The rate shall include the cost of all labour and materials involved in all the above operations (including priming coat) described above.

15.42. SPECIFICATIONS FOR WALL PAINTING WITH PLASTIC EMULSION PAINT

15.42.0. The plastic emulsion paint is not suitable for application on external, wood and iron surface

and surfaces which are liable to heavy condensation. These paints are to be used on internal surfaces except wooden and steel.

15.42.1. Plastic emulsion paint as per IS: 5411 of approved brand and manufacture and of the required shade shall be used.

15.42.2. Painting on new surface

15.42.2.1. The wall surface shall be prepared as specified in 15.33.3.

15.42.2.2. Application - The number of coats shall be as stipulated in the item. The paint will be applied in the usual manner with brush, spray or roller. The paint dries by evaporation of the water content and as soon as the water has evaporated the film gets hard and the next coat can be applied. The time of drying varies from one hour on absorbent surfaces to 2 to 3 hours on non-absorbent surfaces.

The thinning of emulsion is to be done with water and not with turpentine. Thinning with water will be particularly required for the under coat which is applied on the absorbent surface. The quantity of water to be added shall be as per manufacturer's instructions.

The surface on finishing shall present a flat velvety smooth finish. If necessary more coats will be applied till the surfaces presents a uniform appearance.

15.42.2.3. Precautions

a) Old brushes if they are to be used with emulsion paints should be completely dried of turpentine or oil paints by washing in warm soap water. Brushes should be quickly washed in water immediately after use and kept immersed in water during break periods to prevent the paint from hardening on the brush.

b) In the preparation of wall for plastic emulsion painting, no oil base putties shall be used in filling cracks, holes etc.

c) Splashes on floors etc. shall be cleaned out without delay as they will be difficult to remove after hardening.

d) Washing of surfaces treated with emulsion paints shall not be done within 3 or 4 weeks of application.

Other details shall be as specified as far as they are applicable.

15.42.3. Painting on old surface

15.42.3.1. Preparation of surface

This shall be done, generally as specified except that the surface before application of paint shall be flattened well to get the proper flat velvety finish after painting.

15.42.3.2. Application: The number of coats to be applied shall be as in description of item.

The application shall be as specified in 15.42.2.2 except that thinning with water shall not normally be required.

15.42.3.3 Other details shall be as specified in 15.33 as far as applicable.

8. SPECIFICATIONS FOR ALUMINIUM WINDOWS

(Extract of IS: 1949-1961)

1. **Scope –** Deals with aluminium windows suitable for use in industrial buildings and designed to suit openings based on a module of 10 cm.

2. **Designation –** By symbols IN (to indicate industrial window) x Width expressed in number of modules x Type (F = fixed sash; C = centre hung sash; B = bottom-hung sash; T = top-hung sash) x Height expressed in number of modules.

Examples:

a) IN 10 C 15 indicate window for opening 10 module wide (100 cm) by 15 module high (150 cm) with centre-hung ventilator.

b) Composite windows

IN 10 C 10/IN 10 C 10

IN 10 C 15/IN 10 C 15

Indicates the combination of four windows, two of the type IN 10 C 10 on top and two of the type IN 10 C 15 at bottom, all the four of them coupled both horizontally and vertically.

3. **Sizes and tolerances**

a) Sizes

IN10C10	IN22C10	IN16C15	IN10C20	IN22C20	IN16F10
IN10T10	IN22T10	IN16T15	IN10T20	IN22T20	IN16F15
IN10B10	IN22B10	IN16B15	IN10B20	IN22B20	IN16F20
IN16C10	IN10C15	IN22C15	IN16C20	IN10F10	IN22F10
IN16T10	IN10T15	IN22T15	IN16T20	IN10F15	IN22F15
IN16B10	IN10B15	IN22B15	IN16B20	IN10F20	IN22F20

b) Ventilators (opening part of a sash) shall be of one size and designed to fit into outer frame of IN 10 C 10 and with 1.2-mm clearance.

c) Tolerance for overall dimensions ± 3 mm.

Note – The overall width and height of window is smaller than dimensions of modular opening by 2.5 cm, allowing a clearance of 1.25 cm all round. Thus, width and height of INC10C5 = 97.5 x 147.5 cm.

4. **Material**

a) Aluminium extruded section: IS Designation HE9 – WP. Hollow sections shall conform to IS Designation HV9 – WP.
b) Cord-eyes, pulleys, brackets and catch plates shall be of aluminium or galvanized or cadmium plated steel.
c) Pivots, peg stays and spring catches shall be of non-ferrous metal.
d) Glass panes - Shall weigh 7.5 kg/m2. Sizes of glass panes shall be as given below:

Pane Designation	a	b	c	d	e	f
Width (mm)	265	300	290	300	300	290
Height (mm)	420	420	455	455	490	490

Note: For number of glass panes for each type of window sees Fig.5 of the standard.

5. **Holes for fixing, coupling and glazing –** Holes for fixing and coupling sashes shall be provided in the web of the outside frame sections and of outer ventilator frame sections where these occur at the perimeter of the sash. Holes for glazing chips shall also be provided, one hole being located in web of the section or tee, on each side of each pane.

6. **Fitting and fixing materials**

6.1. Centre-hung ventilators shall be mounted on a pair of cup-pivots made out of aluminium alloy sheet or chromium plated brass and each pivot consisting of a inner and outer cup, permitting the swinging of the ventilator through at least 85°. The ventilator shall be so balanced that it can remain open in any desired position.

6.2. Centre–hung and bottom-hung ventilators shall have cast aluminium or bronze spring catch in the centre of the top section, suitable for operation by hand or pole (chord in case of centre-hung).

6.3. Bottom-hung and top-hung ventilators shall be hung on aluminium alloy hinges. The former shall be provided with a pair of aluminium alloy folding side arms (to limit the opening) and the latter with a 300 mm long peg stay. Alternatively, top-hung ventilator may be provided with 30-cm cam opener.

6.4. Two spring glazing clips per pane shall be provided

7. **Composite windows –** Shall be dispatched unassembled, but complete with necessary components. Each coupling member will increase the overall height or width by 25 mm.

8. **Finish -** Matt, scratch-brush or polished may be anodized additionally. A thick layer of transparent lacquer, based on methacrylates or cellulose butyrate, shall be applied, by the suppliers, to protect the surface from action of wet cement during installation. This lacquer coating shall be removed after installation is completed.

2. RELEVANT BIS CODE FOR TECHNICAL SPECIFICATION

S. No.	IS Code	Description
E. PLASTERING AND POINTING		
1	IS: 269	Specification for 33 Grade Ordinary Portland Cement.
2	IS: 712	Specification for Building Limes.
3	IS:1542	Specification for Sand for Plaster.
4	IS:1630	Specification for Mason's Tools for plaster work and pointing work.
5	IS:1661	Code of Practice for application of cement lime plaster finishes.
6	IS:2402	Code of Practice for external rendered finishes.
7	IS:8041	Specification for Rapid Hardening Portland Cement.
8	IS:8112	Specification for 43 Grade Ordinary Portland Cement.
9	IS:12600	Specification for Low Heat Portland Cement.
F. PAINTING		
1	IS: 63	Whiting for Paints.
2	IS:110	Reading mixed paint, brushing, gray filler for Enamels, for use over primers.
3	IS:426	Specification for paste filler for color coats.
4	IS:428	Specification for Distemper, Oil Emulsion, color as required.
5	IS:710	Specification for Marine Plywood.
6	IS:1477 (Part I)	Code of Practice for painting of ferrous metals in buildings - Pretreatment.
7	IS:1477 (Part II)	Code of Practice for painting of ferrous metals in buildings - Painting.
8	IS:2338 (Part I)	Code of Practice for finishing of wood and wood based materials - Operations and Workmanship for finishing.
9	IS:2338 (Part II)	Code of Practice for finishing of wood and wood based materials - Schedules.
10	IS:2395 (Part I)	Code of Practice for painting concrete masonry and plaster surfaces - Operation and workmanship.
11	IS:2395 (Part II)	Code of Practice for painting concrete masonry and plaster surfaces - Schedules.
12	IS:2524 (Part I)	Code of Practice for painting of non-ferrous metals in buildings - Pre-treatment.
13	IS:2524 (Part II)	Code of Practice for painting of non-ferrous metals in buildings - Painting.

14	IS:3140	Code of Practice for painting asbestos cement building products.
15	IS:5410	Specification for cement paints, colour as required.

IS NO.	TITLE
292 :1983	Specification for leaded brass ingots and castings
318:1981	Specification for leaded tin bronze ingots and castings
319:1989	Specification for free cutting leaded brass bars, roads and sections
407:1989	Specification for brass tubes for general purpose
410:1977	Specification for cold rolled brass sheets, strip and foil
554:1985	Dimensions for pipe threads where pressure – tight joints are made on threads
742:1981	Specification for zinc base alloys die casting
781:1984	Specification for cast copper alloys screw down bib taps and stop valves for water services
1264:1989	Specification for brass gravity die castings (ingots and castings)
1795:1982	Specification for pillar taps for water supply purpose
2643 : 1975	Dimensions for pipe threads for fastening purpose
4454 (part 4): 1975	Steel wires for cold formed springs : part 4 stainless spring steel wire for normal corrosion resistance (first revision)
4694 : 1968	Basic dimension of square threads
4827:1983	Electroplated coatings of nickel and chromium on copper and copper alloys
4828:1983	Electroplated coatings of copper nickel and chromium on zinc alloys
4905:1986	Methods for random sampling
5192:1975	Specification for vulcanized natural rubber based compounds
6912:1975	Specifications for copper and copper alloys forging stock and forgings
6912:1985	ISO metric trapezoidal screw threads : Part I Basic profile and maximum material profile (first revision)
7008(part 1) :1988	ISO metric trapezoidal screw threads: Part 2 Pitch diameter combinations (first revision)
7008(part 2):1988	ISO metric trapezoidal screw threads: Part 2 Pitch diameter combinations (first revision)
7008(part 3):1988	ISO metric trapezoidal screw threads :Part 3 Basic dimensions (first revision)
7008(part 4):1988	ISO metric trapezoidal screw threads: part 4 Tolerances (first revision)
7450 : 1974	Specification for vulcanized styrene – butadiene rubber (SBR)

	based compounds
7608 :1975	Specification for phosphor bronze wire (for general engineering Purposes)
7814 : 1985	Specification for phosphor bronze sheets and strip
8376 : 1988	Electroplated coatings of nickel and chromium on plastics for decorative purpose
9844:1981	Method of testing corrosion resistance of electroplated and anodized of electroplated and anodized aluminum coatings by neutral salt spray test
9975 :1981	Specification for "O" rings
10446 : 1983	Glossary of terms relating to water supply and sanitation
10773:1983	Copper tubes for refrigeration purposes

SL. NO.	IS. NO.	Subject
1	458-2003	Precast concrete pipes (with and without reinforcement) (3rd Revision) (Amendment 2)
2	651-1992	Specification for salt glazed stoneware pipes and fittings(5th revision)
3	1726-1991	Specification for cast iron manhole covers and frames(3rd revision)
4	1729-2002	Specification for sand cast iron spigot and socket soil waste and ventilating pipes, fitting and accessories1st revision) (Amendments 4) (Reaffirmed 19

CONCRETE WORK - LIST OF BUREAU OF INDIAN STANDARDS

Sl No	IS No.	Subject
1	306-1983	Tin bronze ingots and castings (3rd revision) Reaffirmed 1993.
2	383-1970	Coarse and fine aggregate from Natural source for concrete (2nd revision) Reaffirmed 1990.
3	456-2000	Code of practice for plain and reinforced concrete (3rd revision) (Amendments 2) Reaffirmed 1991.
4	516-1959	Method of sampling and analysis of concrete. Reaffirmed 1991.
6	1200 (Part II) 1974	Method of measurement of building and civil engineering work Part 2 (concrete works). (3rd revision) (Amendments 2) Reaffirmed 1991.
7	1322-1993	Bitumen felt for water proofing and damp proofing (4th revision) (previously 13220-1982)
8	1791-1985	Batch type concrete mixers. (2nd revision) Reaffirmed 1990.
9	2386-1963	Method of test for aggregate for concrete work. a) Part 1 particle size and shape (Amendments 2) Reaffirmed 1990
		b) Part 2 Estimation of deleterious materials and organic impurities (Amendments 1) Reaffirmed 1990.
		c) Part 3 Specific gravity, density, voids, absorption and builking – Reaffirmed 1990.l
		d) Part 4 Mechanical properties (Amendments 3) Reaffirmed 1990.
10	2505-1980	General requirements for concrete vibrators immersion type. Reaffirmed 1993.
11	2505-1985	General requirements for screed board concrete vibrators. (1st revision) Reaffirmed 1990.

12	2645-1975	Integral cement water proofing components (1st revision) (Amendments 1) Reaffirmed 1992.
13	2686-1977	Cinder as fine aggregate for use in lime concrete (1st revision) (Amendments 1) Reaffirmed 1992.
14	3068-1986	Broken butnt (clay) coarse aggregate for use in lime concrete. (2nd revision) Reaffirmed 1991.
15	3812-1981	Flyash for use as pozzolana and admixtures (1st revision) Reaffirmed 1992.
16	4643-1984	Section wrenches for fire bridge use (1st revision) Reaffirmed 1992.
17	4656-1968	Form vibrators for concrete. Reaffirmed 1991.
18	7861 (Part 1) 1981	Code of practice for extreme weather concreting (Part 1) recommended practice for hot weather concreting (Amendments 1) Reaffirmed 1990.
19	7861 (Part 2) 1975	Code of practice for cold weather concreting (Part 2) Recommended practice for cold weather concreting (Amendments 1) Reaffirmed 1992.
20	9103-1979	Admixture for concrete Reaffirmed 1990.

LIST OF BUREAU OF INDIAN STANDARDS (IS)

IS: 737-1986	Wrought aluminum and aluminum alloy, steel and strip for general engineering purpose. (3rd Revision)
IS: 1121-(Part I) 1974	Methods of test for determination of properties and strengths of Natural building stones (Part I-compressive strength). (1st Revision) (Amendment I)
IS: 1122-1974	Methods of test for determination of specific gravity of natural Building stones. (1st Revision)
IS: 1123-1975	Methods of identification of natural building stones. (1st Revision)
IS: 1124-1974	Methods of test for determination of water absorption, apparent Specific gravity and porosity of natural building stones. (1st Revision)
IS: 1125-1974	Methods of test for determination of weathering of natural building stones (1st Revision)
IS: 1126-1974	Methods of test for determination of durability of natural Building stones. (1st Revision) (Amendment I)
IS: 1128-1974	Lime stones (slab & tiles). (1st Revision)
IS: 1129-1972	Recommendations for dressing of natural building stones. (1st Revision) Reaffirmed 1993
IS: 1200 (Part 4) -1976	Methods of measurements of building and Civil engineering works: Part 4 : Stone masonry. (3rd Revision) Reaffirmed 1992
IS: 1597 (Part 1)-1992	Code of practice for construction of rubble stone masonry : Part 1 : Rubble Stone masonry (1st Revision)
IS: 1597 (Part 2)-1992	Code of practice for construction of ashlar stone masonry : Part 2 : Ashlar masonry (1st Revision)
IS: 1805-1973	Glossary of terms relating to stones, quarrying and dressing. (1st Revision)
IS: 2185-(Part1)-1979	Concrete masonry units: Part 1: Hollow and solid concrete blocks. (2nd Revision) (Amendment 1) 2005
IS: 2572-1963	Code of practice for construction of hollow concrete blocks Masonry. 2005
IS: 3620-1979	Laterite stone block for masonry. (1st Revision) 1993
IS: 3622-1977	Sand stone (slab & tiles) (1st Revision)
IS: 4101-(Part 1)-1967	Code of practice for external facings and veneers: Part 1: Stone facing, Reaffirmed 1990
IS: 4101-(Part 2) 1967	Code of practice for external facings and veneers: Part 2: Cement concrete facing. 1990

IS: 12440-1988	Precast concrete stone masonry blocks.
IS: 269-1989	33 grade Ordinary Portland Cement. (4th Revision) (Amendments 3)
IS: 1489-1991	Part 1: Portland Pozzolana Cement: Part 1: Fly ash based (3rd Revision) Part 2: Portland Pozzolana Cement: Part 2: Calcined Clay based. (3rd Revision)
IS: 6909-1990	Specification for Super sulphated Cement. (Amendments 2)
IS: 8041-1990	Rapid hardening Portland cement. (2nd Revision) (Amendments 2)
IS: 8043-1991	Hydrophobic Portland cement. (2nd Revision) (Amendments 2)
IS: 3812-1981	Fly ash for as Pozzolana and admixture. (1st Revision) Part I & II 2003
IS: 383-1970	Coarse and fine aggregate from natural sources for concrete. (2nd Revision) Reaffirmed 1990
IS: 453-1993	Double acting spring hinges. (3rd Revision)
IS: 1122-1974	Method of test of determination of true specific gravity of natural building stones. (1st Revision) Reaffirmed 1993
IS: 1124-1974	Method of test for determination of water absorption, apparent Specific gravity and porosity of natural building stones. (1st Revision) Reaffirmed 1990.
IS: 1130-1969	Marble (blocks, slabs and tiles). Reaffirmed 1993
IS: 4101(Part-1) -1967	Code as practice for external facing and veneers: Part 1 Stone facing. Reaffirmed 1990.

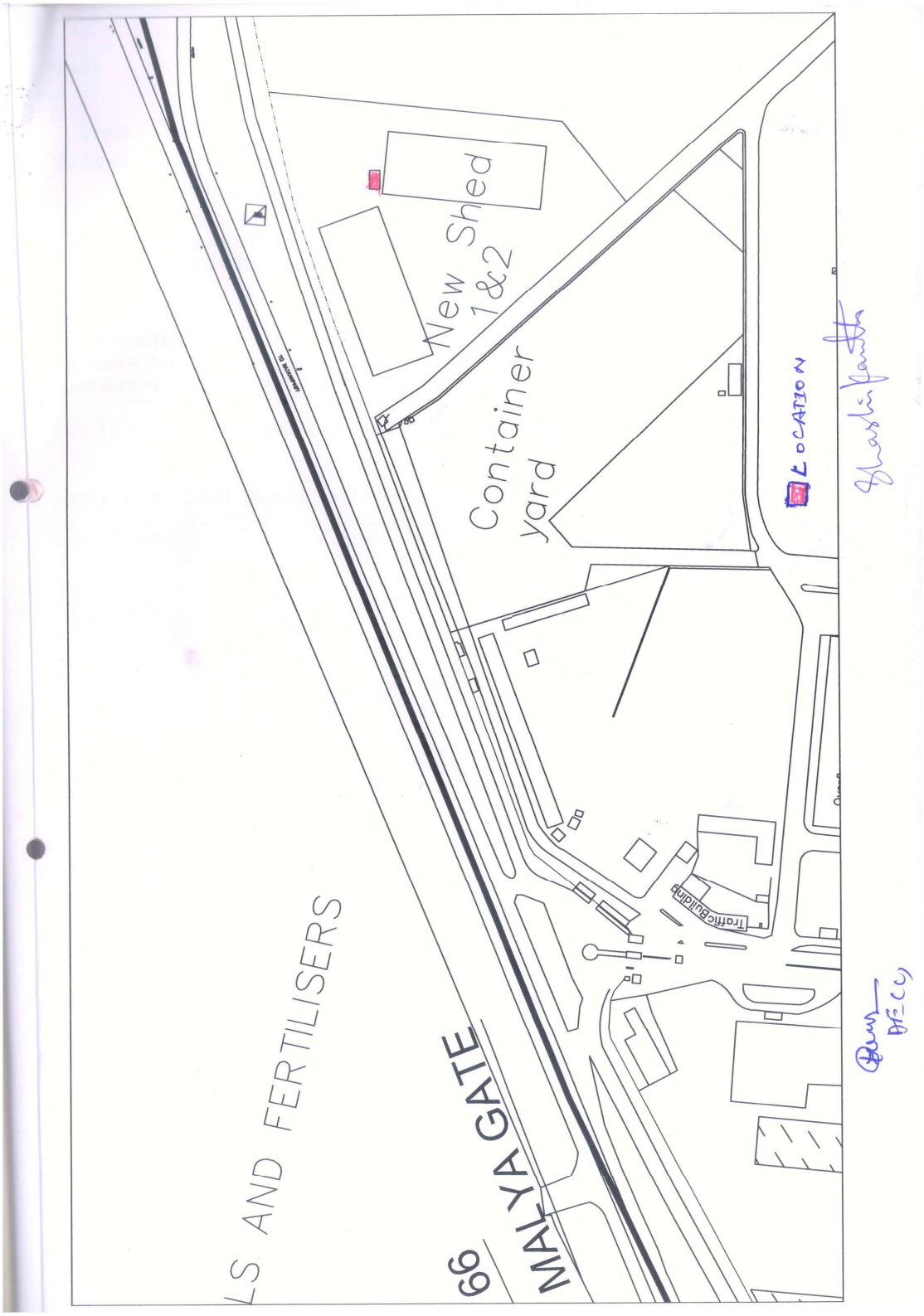
SECTION V

DRAWINGS

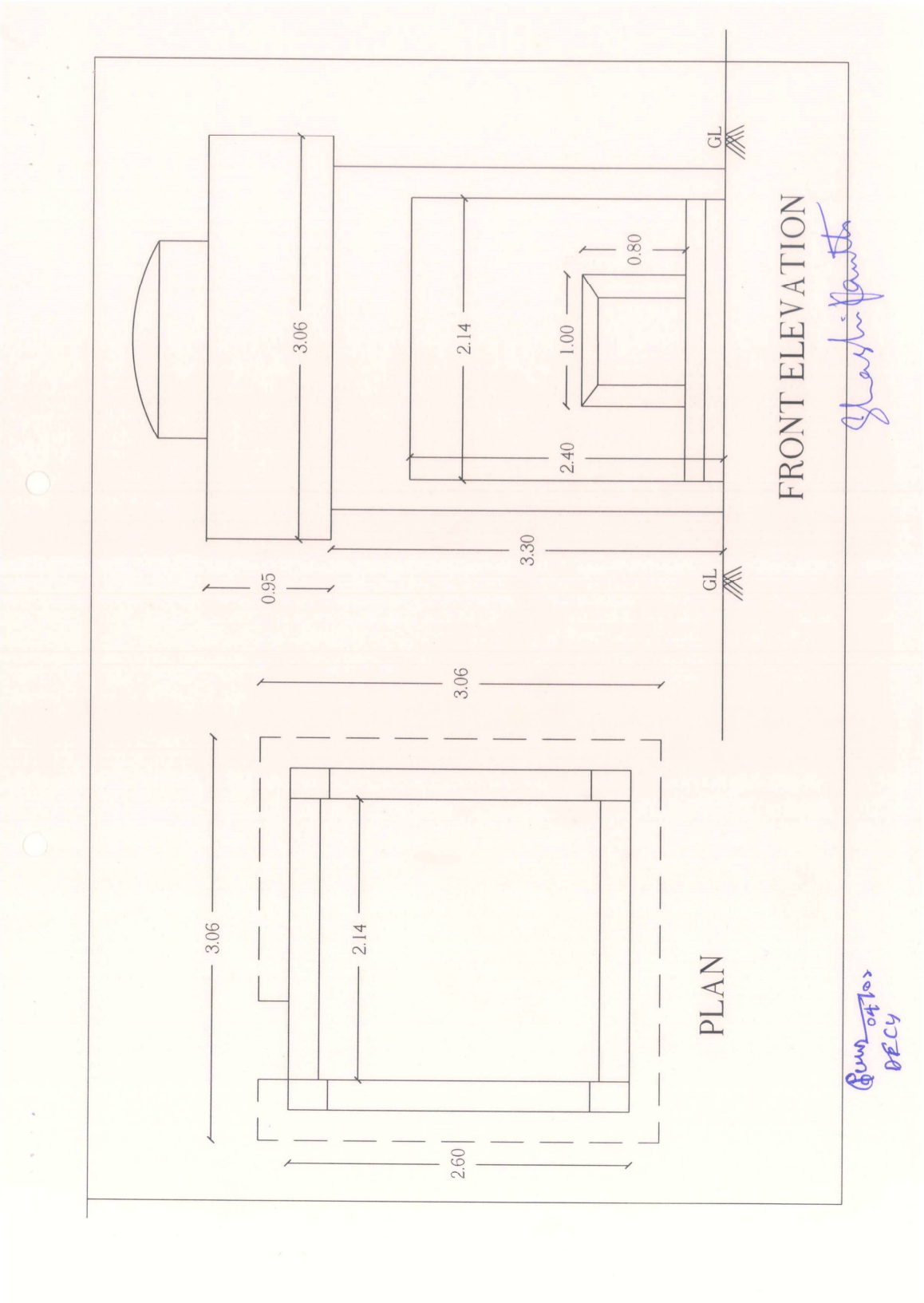
Brief Description of drawing

The Works are shown in the following drawings that are issued as a part of the Tender Documents:

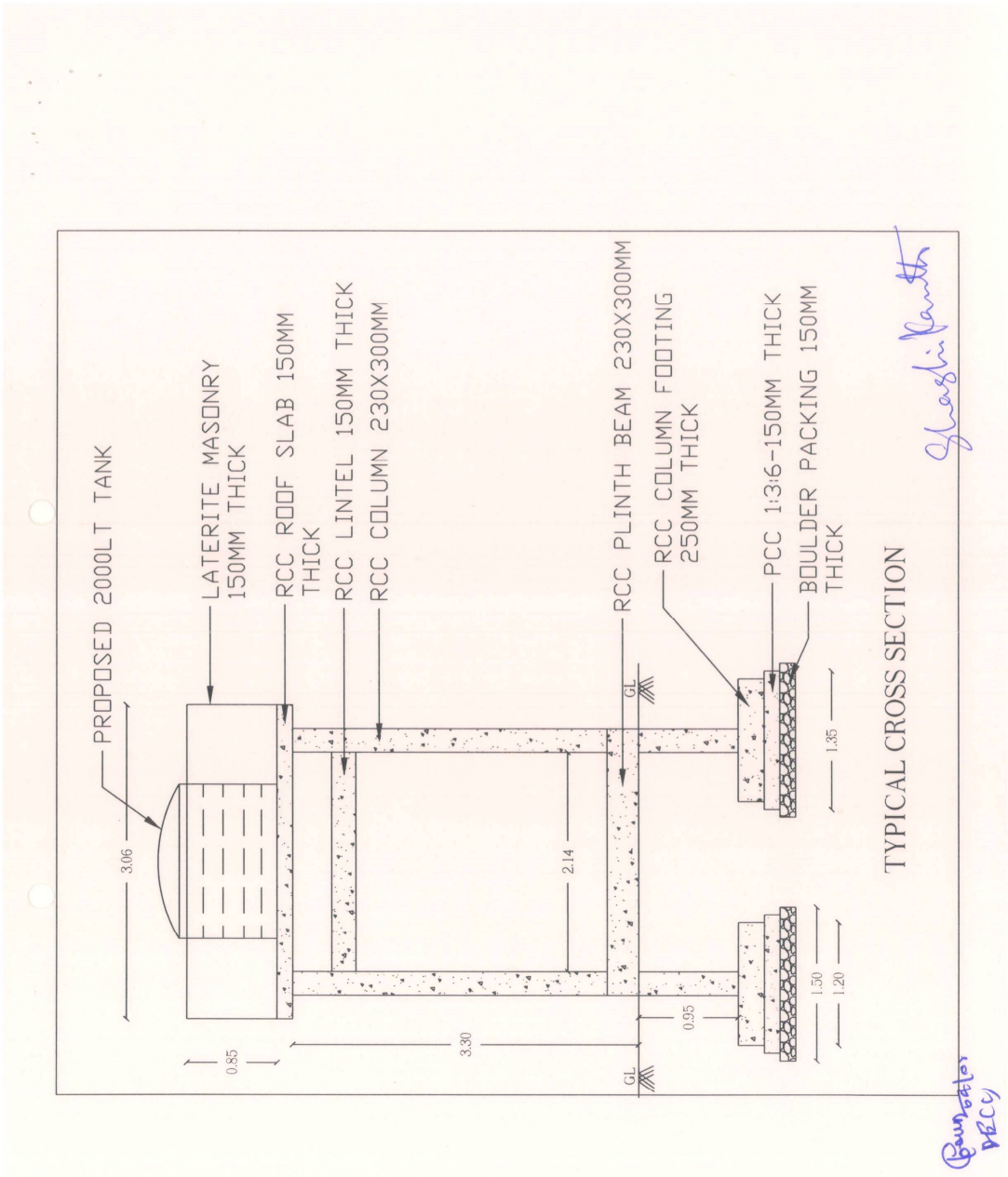
Sl. No	Drawing No.	Description
1	22/132-LP	LOCATION PLAN
2	22/132-01	PLAN & ELEVATION
3	22/132-02	CROSS SECTION



22/132-LP	LOCATION PLAN



22/132-01	Plan & Front Elevation



22/132-02	Cross section

NEW MANGALORE PORT AUTHORITY

Panambur, Mangalore

CONSTRUCTION OF CIVIL STRUCTURE FOR PROVIDING WATER COOLER NEAR NEW SHED NO.1 & 2

TENDER DOCUMENT

Volume - III

Table of Contents

VOLUME III

SECTION VI

(i) PREAMBLE TO BILL OF QUANTITIES

1. General Instructions

1.1 General

1.1.1 This Bill of Quantities must be read with the Drawings, Conditions of Contract and the Specifications, and the Contractor shall be deemed to have examined the Drawings, Specifications, Conditions of Contract and to have acquainted himself with the detailed descriptions of the Works to be done, and the way in which they are to be carried out.

1.1.2 Notwithstanding that the work has been sectionalized every part of it shall be deemed to be supplementary to and complementary of every other part and shall be read with it or into it so far as it may practicable to do so.

1.1.3 The detailed descriptions of work and materials given in the Specifications are not necessarily being repeated in the Bill of Quantities.

1.1.4 The Contractor shall be deemed to have visited the Site before preparing his tender and to have examined for himself the conditions under which the work will proceed and all other matters affecting the carrying out of the works and cost thereof.

1.1.5 The Tenderer will be held to have familiarised himself with all local conditions, in so far as they affect the work, means of access and the locality of existing services, in order to execute the Works measured and described hereinafter. No claims for want of knowledge in this respect will be reimbursed.

1.2 Rates and Prices to be Inclusive

1.2.1 Rates and prices set against items are to be the all inclusive value of the finished work shown on the Drawings and/or described in the Specification or which can reasonably be inferred there from and are to cover the cost of provision of

plant, labour, supervision, materials, test charges, freight, transportation, erection, installation, performance of work, care of works, insurance, maintenance, overheads and profits and every incidental and contingent cost and charges whatsoever including all taxes if any excluding GST and every kind of temporary work executed or used in connection therewith (except those items in respect of which provision has been separately made in the general condition of contract) and all the Contractor's obligations under the Contract and all matters and things necessary for the proper completion and maintenance of the Works.

1.2.2 The rates and prices set down against the items are to be the full inclusive value of the finished work shown on the Drawing and/or described in the Specification or which can reasonably be inferred the reform and to cover the cost of every description of Temporary Works executed or used in connection therewith (except those items in respect of which specific provision has been separately made in these Bills of Quantities) and all the Contractor's obligations under the Contract including testing, giving samples and all matters and things necessary for the proper execution, completion and maintenance of the Works.

1.2.3 The Specifications are intended to cover the supply of material and the execution of all work necessary to complete the works. Should there be any details of construction or material which have not been referred to in the Specifications or in the Bill of Quantities and Drawings, but the necessity for which may reasonably be implied or inferred there from, or which are usual or essential to the completion of all works in all trades, the same shall be deemed to be included in the rates and prices entered in the Bill of Quantities. The rates and prices are to cover the item as described in the Bill of Quantities and if there is inconsistency in the description between the Bill of Quantities, Specifications or Drawings, the interpretation will be done according to General Conditions of Contract.

1.2.4 The quantities given in the Bill are approximate and are given to provide a common basis for tendering. They are not to be taken as a guarantee that the quantities scheduled will be carried out or required or that they will not be exceeded. The Employer / Engineer reserves the right to delete any item and / or increase

/ reduce quantities indicated in the Bills of Quantities at any time. Payment will be made according to the actual quantities of work ordered and carried out in the contract. However, the rates quoted shall be valid for any extent of variation in quantity of each individual item provided that the total contract value does not get altered by more than indicated in conditions of contract. No claim whatsoever for extra payment due to variation of quantities within the above said limit would be entertained.

1.2.5 The drawings for tender purposes are indicative only of the work to be carried out. However, the Tenderer must allow within his price for the items of work included in the Tender Documents for the details which will appear on subsequent drawings developed for construction purposes. Rate and price shall include any additional design / detailing to be carried out by contractor.

1.2.6 The rates and prices shall include (except where separate items are given) for the provision and operation of the following items, for compliance with the Conditions of Contract, Special Conditions, the specifications and Tender drawings:

i) Supervision and labour for the Works;
ii) All materials, installation/erection, handling and transportation;
iii) All Contractor's Equipment;
iv) All testing, commissioning, insurance, maintenance, security, welfare facilities, overheads and profit and every incidental and contingent costs and charges whatsoever including;
v) All temporary fencing, watching, lighting, sanitary accommodation, general security arrangements, welfare facilities and first aid provision;
vi) Provision and maintenance of Contractor's site offices, cabins, huts, maintenance and storage areas;
vii) All taxes if any excluding GST on the transfer of property in goods in the execution of works, Excise Duty, Duties, etc. (other than Customs Duty for materials to be permanently incorporated into the Works);
viii) All necessary temporary services including fresh water, compressed air lines, electrical cabling and switchgear, telephone, walkie-talkie and facsimile facilities;
ix) The maintenance of all Contractor's services;
x) All insurances for the Works;
xi) Allowance for complying with all environmental aspects as specified;

xii) Detail design of components of temporary works, wherever necessary as directed by Engineer.

1.4 Method of Measurement

1.4.1 Measurement of Work shall be in accordance with IS 1200 and shall be net off the dimensions of the works shown on the drawings except as mentioned below:

1.4.2 Units of Measurement: The units of measurement used in this Bill of Quantities are in metric units as follows:

i) Linear: Linear metre, centimeterormillimeter abbreviated to 'Rm', 'cm' or 'mm' respectively.
ii) Superficial: Square metre or Square centimeter abbreviated to 'Sq.M' or 'sq.cm' respectively.
iii) Volumetric: Cubic metre abbreviated to 'cu.m'. Litre abbreviated to 'L'
iv) Weight: Tonne = 1000 Kilograms, abbreviated to 'T', / 'MT' Kilogram abbreviated to 'kg'
v) Numbers: Numbers abbreviated to Nos. or No.
vi) Lump sum: Lump sum abbreviated to 'L.S.'

1.5 Currency

1.5.1 All monetary reference herein and the Bill of Quantities shall be priced in Indian Rupee Currency.

2. Civil Works

2.2 Precast Concrete

2.2.1 Shuttering for precast concrete shall not be measured and paid for separately.

2.2.2 Effort for placement of precast concrete at the final locations shall not be measured unless a specific item is provided in the Bill of Quantities.

2.2.3 The precast concrete units shall be measured as shown on the detailed drawings.

2.3 In-situ Concrete

2.3.1 Shuttering for In-situ concrete shall not be measured and paid for separately.

2.3.2 No deduction will be made for chamfers smaller than 50 sq.cm. sectional area, reinforcement bolts and other embedded parts unless larger than 0.1 sq.m. sectional area and 0.03 cu.m. in volume. No extra volume will be measured for splays or fillets smaller than 50 sq.cm. sectional area.

2.3.3 The rates for reinforced concrete shall include for all batching, mixing, transporting, hoisting or lowering to any height / depth, placing in position and compaction in work of any sectional area or thickness including shuttering, forming necessary construction joints, shear keys and stop ends, and for curing and protecting etc. all as specified.

2.3.4 The rates shall include for preparing construction joints, shear keys and surfaces against which next stage concrete is to be cast and building in fittings including pipes and bolts except where specifically billed separately. No separate payment will be made for making openings/pockets/pits of any size and shape. Where surfaces are to receive finishes the rates shall include for leaving the surface rough or for hacking and roughening the surface to form a key.

2.3.5 Unless otherwise noted, rates shall include for inserting pipes and other inserts in position accurately, concreting while they are in position and also for protecting the same as the work proceeds.

2.3.6 Unless otherwise noted, the rates for concrete items shall include for finishing the top surface to levels and slopes and surface finish as specified. Rates for concrete shall include for finishing the slab to specified slope towards drains, etc.

2.4 Reinforcement

2.4.1 Steel reinforcement will be measured by weight and fixed in accordance with Drawings and Specifications. The weight of reinforcement bars -whether plain, deformed or ribbed etc., -of various diameters will be calculated in accordance with Table 1 of IS:1732 'Dimensions for Round and Square Steel Bars for Structural and General Engineering Purposes'.

2.4.2 The rates shall include for laps, cutting and waste, straightening short and long lengths, bending, fixing, rolling margin and the provision of spacer bars or support, chairs, binding wire, saddles, forks and all dense concrete spacer blocks, etc., including preparing bending schedules from the Drawings.

2.4.3 The rates shall include for all necessary descaling, wire brushing and cleaning to remove all rust and mill scale, dirt, grease and other deleterious matter before fixing and whilst still exposed during construction.

2.5 Structural and Miscellaneous Steel work

2.5.1 Rates for structural steel work and iron work shall include supply, fabrication, delivery and erection/embedment in concrete at Site and all charges for welding, cutting, bending, bolting, site connections, fixing to foundations.

2.5.2 The rates for Structural Steelwork shall include:

i) Supply, fabrication, delivery and erection
ii) Rolling margin, cutting and waste, weld metal, bolts, fixings and fittings
iii) Hoisting, drilling, bolting or welding and fixing in the manner specified or indicated in the drawing
iv) Fabrication drawings
v) Welding trials and tests
vi) Erection trials
vii) Protective treatment (painting, hot dip galvanizing etc), including making good any damage if provided in the BOQ item.

2.5.3 Metalwork items are described in the Bills of Quantities and the Tenderer is to include for all the fittings, etc., described. All items shall include the necessary fabrication, joints, angles, intersections and ends, all bolts or fixing lugs, all hoisting and scaffolding required and casting in fixings or later cutting out or forming pockets for same, grouting, supporting and making good.

2.5.4 Rates are to include for all necessary scaffolding, working over water and at any height staging and hoisting and tarpaulin or other protective covers and the cleaning and removal of paint stains and spots, etc.

3.4.1 The Contractor's unit rates and prices shall include all equipment, apparatus, material indicated in the Drawings, and/or Specifications in connection with the item in question and also associated labour as well as all additional equipment, apparatus, material, consumables usually necessary to complete the system even though not specifically shown, described or otherwise referred to and also associated labour.

3.4.2 The rate for providing and fixing above items shall include all fittings, fixtures, base and sole plates, anchor bolts, including epoxy grouting, etc. all complete as specified, including the

necessary additional supervision to ensure accurate alignment

3. Abbreviations

4.1.1 The following abbreviations are used in the Specifications and Bill of Quantities:

IS :	Indian Standard
BS :	British Standard
Qty. :	Quantity
mm :	Millimeters
cm :	Centimeters
M / m :	Meters
LM :	linear metre
LS :	lump sum
Rs. :	Rupees
P. :	Paise
Nos. :	Numbers
do :	Ditto
MS :	mild steel
T :	Tones
Kg :	Kilogram
EO :	Extra over (previous sum unless specified otherwise)
sq.m. / m^2 / sqmt	square metre
sq.cm. :	square centimeters
mm^2 :	Square Millimetre
Cu.m. / cum:	cubic meters
YST :	yield stress
dia :	Diameter
wt. :	Weight
Drg.No.:	drawing number
max. :	Maximum
min :	Minimum
approx :	Approximately
n.e.:	not exceeding
incl:	Including
circ:	Circular
set :	set / sets
c/c	centre to centre
@ :	at the rate of
Qtl	Quintal

ii) BILL OF QUANTITIES

NAME OF WORK:CONSTRUCTION OF CIVIL STRUCTURE FOR PROVIDING WATER COOLER NEAR NEW SHED NO.1 & 2					
Item No.	**DESCRIPTION OF ITEM**	**QTY**	**UNIT**	**RATE IN figures / WORDS**	**AMOUNT (Rs. Ps.)**
1	Earth work excavation by manual means for drains, canals, waste weir, draft, approach channels, key trenches, foundation of bridges and such similar works in all kinds of soils, as per drawing and technical specifications, including setting out, shoring, strutting, barricading, caution lights, removal of stumps and other deleterious matter, excavated surface leveled and sides neatly dressed disposing off the excavated stuff or sorting & stacking the selected stuff for reuse in a radius of 50 m and lift upto 1.5 m including cost of labour, tools & other appurtenances required to complete the work. In all kinds of soils Depth upto 1.5 m	15.00	CUM	186.00	2,790.00
2	Supplying, filling, spreading & leveling stone boulders of size range 5 cm to 20 cm, in recharge pit, in the required thickness, for all leads & lifts, all complete as per direction of Engineer-in-charge.	1.50	CUM	960.00	1,440.00
3	Providing and laying in position plain cement concrete for levelling course for all works in foundation. The granite/trap/basalt crushed graded coarse aggregates and fine aggregates as per relevant IS Codes machine mixed, laid in layers not exceeding 150 mm thickness, well compacted using plate vibrators, including all lead & lifts, cost of all materials of quality, labour, Usage charges of machineries, curing and all the other appurtenances required to complete the work as per technical specifications. (The cost of steel	2.50	CUM	5,752.00	14,380.00

	reinforcement shall be paid separately) Mix 1:3:6 (M10) Using 40 mm nominal size graded crushed coarse aggregates				
4	Refilling available earth around trenches/pipelines, cables in layers not exceeding 20 cms in depth, compacting each deposited layer by ramming after watering with a lead upto 50 m, and lift upto 1.5 m. Including cost of all labour complete as per specifications	9.00	CUM	122.00	1,098.00
5	Providing and constructing laterite size stone masonry including cost and conveyance of all materials, curing etc complete as per specification. I.S. 3620/1979 having compressive strength not less than 3.5 N/mm2 for saturated dry samples. For foundation in CM 1:6	1.00	CUM	5,634.00	5,634.00
6	Providing and laying in position Reinforced cement concrete for all Sub structures of building, Irrigation works, Sub structure works of bridges, Drain works & other parallel works from 0.50m to 3.50 m height. The granite /trap/basalt crushed graded coarse aggregates and fine aggregates as per relevant IS Codes machine mixed with super plasticisers, laid in layers, well compacted using needle vibrators, providing weep holes wherever necessary, including all lead & lifts, cost of all materials of quality, confirming to the requirements of relevant IS codes, labour, Usage charges of machinery, curing and all other appurtenances required to complete the work as per technical specifications including providing & removing formwork, centering & scaffolding (The cost of steel reinforcement to be paid separately) Mix 1:2:4 (M15) using 20 mm nominal size graded crushed coarse aggregates	9.00	CUM	7,010.40	63,093.60
7	Providing Thermo Mechanically Treated bars of grade Fe-550 steel reinforcement for RCC work including	900.00	Kg	88.00	79,200.00

	straightening, cutting, bending, placing in position, binding and anchoring to adjacent members wherever necessary complete as per Design including cost of material, labour, usage charges complete as per specifications. (The laps and wastages shall not be measured separately)				
8	Providing and constructing laterite size stone masonry including cost and conveyance of all materials, curing etc., complete as per specification. I.S. 3620/1979 having compressive strength not less then 3.5 N/mm2 for saturated dry samples. For Superstructure in CM 1:6	9.00	Cum	5,945.00	53,505.00
9	Providing 15 mm cement plaster on rough side of single or half brick wall finished with a floating coat of neat cement of mix 1:3 (1 cement: 3 fine sand) including rounding off corners wherever required smooth rendering, providing and removing scaffolding, including cost of materials, labour, curing complete as per specifications and as per directions of Engineer-in-charge.	97.00	SQM	321.00	31,137.00
10	Providing and laying Granite stone flooring in required design and patterns, in linear as well as curvilinear portions of the building all complete as per the architectural drawings with 18 mm thick stone slab over 20 mm (average) thick base of cement mortar 1:4 (1 cement : 4 coarse sand) laid and jointed with cement slurry and pointing with white cement slurry admixed with pigment of matching shade including rubbing, curing and polishing etc. all complete as specified and as directed by the Engineer-in-Charge, Anty skid finish granite stone slab Black, Cherry Red, Brown, Cat Eye, River Pink or equivalent	10.00	SQM	1,899.00	18,990.00
11	Providing and fixing 18 mm thick gang saw cut granite of any colour and	15.00	SQM	3,452.00	51,780.00

	shade, mirror polished, premoulded and prepolished, machine cut for kitchen platforms, vanity counters, window sills, facias and similar locations of required size, approved shade, colour and texture laid over 20 mm thick base cement mortar 1:4 (1 cement : 4 coarse sand), joints treated with white cement, mixed with matching pigment, epoxy touch up, including rubbing, curing, moulding and polishing to edges to give high gloss finish etc. complete at all levels Area of the slab = 0.50 m2				
12	Providing & fixing factory made PVC Door frame of size 50x47mm with a wall thickness of 5mm, made out of extruded 5mm rigid PVC foam sheet metered cut at corners & jointed 2 No.s of 150mm long brackets of 15x15mm M.S Square tube, the entire door frame to be reinforced with 19x19mm M.S Square tube of 19 gauge. The door frame to be fixed to the wall using M.S. Screws of 65/80mm size complete as per manufacturers specification & direction of Engineer-in-charge	2.00	SQM	475.00	950.00
13	Providing & fixing 30mm thick factory made rigid foam Prelam Panelled Door Shutters made from M.S. tube of 19x19mm, 19 gauge for stiles and 15x15mm for top & bottom rails, covered with heat moulded Prelaminated PVC C Channel of 5mm thick sheet & 30x50mm wide to form stiles & 5mm thick & 75mm wide Prelaminated PVC Sheets for top rail, lock rail & bottom rail on either side & 5mm thick, 20mm wide cross PVC sheet as gap insert for top rail & bottom rail, Panelling of 5mm thick PVC sheet Prelaminated on either side fitted in the M.S. frame, Sealed to the stiles & rails with PVC Designer beading on either side & joined together with solvent cement adhesive	2.00	SQM	3,803.00	7,606.00

	etc., Complete as per manufacturers specification & direction of Engineer-in-charge fixed to frames with 3 nos of 75mm Aluminium hinges, with both side prelam				
14	Providing and applying painting in two coats with plastic emulsion paint of on wall surface to give an even shade after thoroughly brushing the surface, free from mortar drops and other foreign matter including preparing the surface even and sand paper smooth, cost of materials, labour, complete as per specifications. - with primer	97.00	SQM	90.00	8,730.00
15	Providing and fixing to wall, ceiling and floor unplasticised PVC pipes 10.00 kgs/sq.cm working pressure 25mm outside diameter with pipe fittings, wall clips, making good the wall, ceiling and floor, including cost of all materials, labour charges, HOM of equipments and testing complete as per specifications.	5.00	M	118.00	590.00
16	Providing and fixing to wall, ceiling and floor unplasticised PVC pipes 10.00 kgs/sq.cm working pressure 16mm outside diameter with pipe fittings, wall clips, making good the wall, ceiling and floor, including cost of all materials, labour charges, HOM of equipments and testing complete as per specifications.	2.00	M	107.00	214.00
17	Providing and fixing to wall, ceiling and floor, medium density polyethylene pipes 6.00 kgs/sq.cm working pressure 50mm outside diameter with special flange, compression type fittings, wall clips, making good the wall, ceiling and floor including cost of all materials, labour charges, HOM of equipments and testing complete as per specifications.	18.00	M	261.00	4,698.00
18	Providing and fixing CI Nahani trap conforming to ISI specifications and construction of Cistern in CC 1:2:4 as per directions (Rate is inclusive of cost	1.00	NO	250.00	250.00

	of materials and fixtures and conveyance of materials to work spot). 10cms x 7.5 cms				
19	Providing & fixing stainless steel 100mm grating, including cost of materials, fixing charges and all other incidental charge etc. complete, as directed by the Engineer in Charge	1.00	NO	149.50	149.50
20	Supply & fixing of PVC Ball Valve of 25mm size including cost of conveyance, labour. T & P & all incidental charges etc. complete as directed by Engineer in Charge	1.00	NO	299.00	299.00
21	Supplying & fixing of float valve of size 25mm including conveying the materials to works pot including cost of all materials etc. complete, as directed by Engineer in Charge	1.00	NO	552.00	552.00
22	Providing and fixing brass bib cock of approved quality: 15 mm nominal bore	2.00	NO	326.00	652.00
23	Providing and placing on terrace (at all floor levels) polyethylene water storage tank IS12701 marked, with cover and suitable locking arrangement and making necessary holes for inlet, outlet and overflow pipes, including cost of all materials, labour, transportation, HOM and testing complete as per specifications and as directed by the Engineer in Charge	2000.0	LIT	8.00	16,000.00
24	Providing and fixing in position aluminium windows and ventilators as per approved drawings with sliding shutters using double track window frame section of size 61.85x31.75mm. With 1.2mm thick, bottom section weight 0.695 kg/m, sides and top sections 1.3 mm. thick weight 0.659 kg/m; and shutter comprising top and bottom section of size 40mmx18mm, 1.25mm thick 0.417 kg./m; shutter outer side 40mmx18mm, 1.25mm.thick weight 0.417 kg/m, shutter interlock section 40mmx26.7mm, 1.1mm thick, weight 0.469 kg/m. the shutters mounted on nylon rollers with approved	0.60	SQM	4,375.00	2,625.00

	quality of fixtures such as aluminium handles tower bolts etc.; and providing and fixing 5.5mm thick plain glass for shutters fitted with rubber beading aluminium sections including cutting to required length, joints mitred subdividing the frame tenonned and rivetted in the assembled frame stiffened with end clips at corners angles etc, and fixed to the walls, lintels, floor beams/cills as the case may be with necessary steel screws, rawl plugs, or teak wood gatties including cutting masonry or concrete and making good the original surface using cement mortar, aluminium sections pretreated for removal of any Specification No. KBS. using aluminium section powdered coated to a minimum of 60-70 microns with exterior durable pure polyester grade powder of approved quality.				
25	Providing and fixing M.S. grills of required pattern in frames of windows etc. with M.S. flats, square or round bars etc. including priming coat with approved steel primer all complete. Fixed to steel windows by welding	2.00	Kg	131.00	262.00
				TOTAL Rs.	**3,66,625.10**
				Excess/Less (In Percentage in two decimals)	
				Quoted Amount in Figures	

(Quoted amount in Words Rupees .....)

Note:

1. GST as applicable shall be claimed as separate line item in tax invoice and the same will be paid separately.
2. Contractor shall file the applicable returns with tax department in time and submit the same as documentary evidence

SIGNATURE OF THE BIDDER

(iii) FORM OF TENDER

NAME OF CONTRACT.....

To
Executive Engineer (Civil)
New Mangalore Port Trust
Panambur
Mangalore - 575 010

Sir

1. We have examined the Conditions of Contract, Specification, Drawings, Bill of Quantities, and Addenda Nos---------- for the execution of the above-named Works, and we the undersigned, offer to execute and complete such Works and remedy any defects therein in conformity with the Conditions of Contract, Specifications, Drawings and Bill of Quantities and Addenda

2 We acknowledge that the Appendix forms part of our Tender.

3. We undertake, if our Tender is accepted, to commence the Works as soon as is reasonably possible after the receipt of the Engineer's notice to commence, and to complete the whole of the Works comprised in the Contract within the time stated in the Appendix to Tender.

4. We agree to abide by this Tender for the period of 120 days from the last 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. Unless and until a formal Agreement is prepared and executed, this Tender together with your written acceptance thereof shall constitute a binding Contract between us.

6 We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this_____ day of _____ 20___

Signature _____ in the Capacity of _____ duly authorised to sign Tenders for and on behalf of ___ _____ __ __ _____ ____ _____ _____

(IN BLOCK LETTERS)

Address:_____
_____
_____
_____

Witnesses

1. Signature : _____
Name : _____
Address : _____
_____
_____
_____

2. Signature : _____
Name : _____
Address : _____
_____
_____
_____

SECTION VII
SCHEDULE II

(See sub rule (1) of Rule 36)

Sl. No.	Name of the Mineral	Present Rate of Royalty	Royalty to be revised	
			Export	Domestic
1	Ornamental and Decorative Building Stones as defined under clause(m) of Rule 2 A)Dyke Rock (i)Black granites: (a)Chamarajanagar District:	15% of Sale Value or of Average Selling Price on advalorem basis or Rs.4,500 per m3 which is higher.	Rs.1,200 per MT	Rs.600 per MT
	(b)All other Districts other than(a)above	15% of Sale Value or of Average Selling Price on advalorem basis orRs.1,500 per m3 which is higher.	Rs.1700 per MT	Rs.400 per MT
	(ii)Other varieties of dyke other than black granites(Entire State)	15% of Sale Value or of Average Selling Price on advulorem basis or Rs.1,500 per m3 which is higher.	Rs.500 per MT	Rs.375 per MT
	(B)(I)Pink and Red Granites (Ilkal Pink Variety) (i) Hungunda and Badami Taluk of Bagalkot District, Kustagi of Koppal District.	15%of Sale Value or of Average Selling Price on advalorem basis or Rs.1,200	Rs.1,000 per MT	Rs.400 perMT
	(ii) Pink and Red Granites, Gneissess and their structural verities (other than Ilkal Pink Variety)	15% of Sale Value or Average Selling Price on advalorem basis or Rs.1,800 Variety) per m3 which is higher	Rs.600 per MT	Rs.350 per MT
	C)Grey and White Granites and their varieties: (i) Very fine grained Grey granite (Sira grey Variety) Price on Chintanmi, Siddlaghattaof Chikkaballapura District Hoskote of Bangalore District.	15% of SaleValue or of Average Selling Price on advalorem basis or Rs.1,350 per m3 which is higher.	Rs.500 per MT	Rs.350 per MT

	(ii) Greyand white granites and textural varieties having shades of grey, balck and white colours (other than (i) above Entire State.	15% of SaleValue or of Average Selling Price on advalorem basis or Rs.1,050 per m3 which is higher.	Rs.375 per MT	Rs.250 per MT
	(iii) Grey granite of Devanahalli Taluk of Bangalore Rural District and Chikkaballapur taluk of Chikkaballapur District	15% of Sale Value or of Average Selling Price on advalorem basis or Rs.600 per m3 which is higher.	Rs.300 per MT	Rs.200 per MT
2	Felsite and its varieties suitable for use as Ornamental Stone-Entire State	15% of Sale Value or of Average Selling Price on advalorem basis or Rs.1800 per m3 which is higher.	Rs.900 per MT	
3	Quartzite and sand stone and their varieties suitable for use as Ornamental Stone-Entire State	15% of Sale Value or of Average Selling Price on advalorem basis or Rs.1800 per m3 which is higher.	Rs.900 per MT	
4	Marable and Crystalline Limestone as ornamental Stone-Entire State	15% of Sale Value or of Average Selling Price on advalorem basis or Rs.1800 per m3 which is higher.	Rs.1000 per MT	
5	Bentonite-Entire State	Rs.400 per MT	Rs.500 per MT	
6	Fuller Earth-Entire State	Rs.125 per MT	Rs.125 per MT	
7	Buff colour (waste) the permits notexceed20% of permit issued For Fullers Earth	Rs.60 per MT	Rs.70 per MT	
8	Limestone under the title "Shahabad Stone"	Rs.70 per 10 Sq meters or Rs.70 per MT	Rs.50 per 10 Sq meters or Rs.50 per MT	
9	Limestone(non-cement) when used for building stone-Entire State	Rs.25 per MT	Rs.60 per MT	
10	Ordinary Building Stone(Entire State as	Rs.60 per MT	Rs.70 per MT	

	defined under clause(g) of Rule2(1)		
11	Limeshell-Entire State	100 per MT	120 per MT
12	Lime Kankar (non cement) Entire State	50 per MT	80 per MT
13	Agate, Chalcedony, Flint-Entire State	240 per MT	300 per MT
14	Ordinary Sand-Entire State	60 Per MT	80 Per MT
15	Steatite and sand stone used formakinghousehold utensils / articles-Entire State.	40 Per MT	80 Per MT
16	(i)Murram (All types of soils)-Entire State	20 per MT	40 per MT
	(ii)Clay used for manufacturing tile sand bricks	40 per MT	60 per MT
17	Waste rocks generated in ornamental stone quarry-which is suitable for ornamental purpose Entire State (See explanation under Rule36)	300 per MT or 850 CUM	300perMT
18	Irregular shaped waste rock generated in Ornamental stone quarry, which is not suitable for ornamental purpose (used for making aggregates and m-sand) Entire State.	60 per MT	40 per MT
19	Waste rocks generated in Shahabad stone quarry-Entire State (See explanation under Rule-36)	60 per MT	40 per MT
20	Finished Kerb stones/cubes not exceeding 30 cms each face-Entire State.	110per MT	150 per MT
21	Barytes (i) A Grade (Grey colour (ii) B Grade (Grey colour) (iii) C, D Grade &Waste	6.5% of average selling price or of sale value whichever is higher on ad-valorem basis	400 per MT 300 per MT 200 per MT
22	Calcite	15% of average selling price or of sale value whichever is higher on ad-valorem basis	80 per MT
23	China clay and Kaolin (including Ball clay, White shell, Fireclay and white clay) i)Crude/Raw	8% of average selling price	80 Per MT

		or of sale value whichever is higheron ad-valorem basis.	
	ii)Processed	12% of average selling price or of sale value whichever is higher on ad-valorem basis	600 per MT
24	Corundum	12% of average sellingprice or of sale value whichever is higher on ad-valorem basis	15% of Sale Value or of Average Selling Price on ad valorem basis which is higher.
25	Dolomite	Rs.75 per MT	100 per MT
26	Dunite and Pyroxenite	Rs. 30 per MT	60 per MT
27	Felsite (Other than for ornamental purpose)	12% of average selling price or of sale value whichever is higher on ad-valorem basis	120 per MT
28	Gypsum	20% of average selling price or of sale value whichever is higher on ad-valorem basis	150 per MT
29	Jasper	12% of average selling price or of sale value whichever is higher on ad-valorem basis	150 per MT
30	Quartz, feldspar	15% of average selling price or of sale value whichever is higher on ad-valorem basis	100 per MT
31	Mica i. Crude ii. Waste	4% of average selling price or of sale value whichever is higher on ad-valorem basis	1500 per MT 500 per MT
32	Quartzite & Fuchsite Quartzite not suitable for use as Ornamental /Gemstones	12% of average selling price or of sale value whichever is higher on ad-valorem basis	100 per MT
33	Laterite i) /dispatched for use in cement or chemical industries or Abrasive or Refractory purpose (below threshold value as specified by IBM from time to	Rs.60 per MT	160 per MT

	time) ii) For use as building stone (below threshold value as specified by IBM)		60 per MT
34	Ochre	Rs.24 per MT	60 per MT
35	Pyrophyllite	20% of average selling price or of sale value whichever is higher on ad-valorem basis	200 per MT
36	Shale	Rs.60 per MT	150 per MT
37	Slate	Rs.45 per MT	150 per MT
38	Silica Sand	10% of average selling price or of sale value whichever is higher on ad-valorem basis	100 per MT
39	Steatite or Soapstone (Other than for house hold articles)	18%of average selling price or of sale value whichever is higher on ad-valorem basis	200perMT
	Talc	--	200perMT
40	All other minerals (which is not specified in schedule-II) Entire State	30% of sale value on ad-valorem basis	30% of Sale Value or of Average Selling Price on ad-valorem basis which is higher.

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SECTION VII

SCHEDULE – B

MINIMUM RATES OF WAGES

ABSTRACT OF MINIMUM RATES OF WAGES FROM RELEVANT NOTIFICATIONS

MINIMUM RATES OF WAGES APPLICABLE IN THE BEAT OF ALC(C), MANGALORE WITH EFFECT FROM **01.10.2023**

Minimum Wages applicable "Construction or maintenance of roads, runways or in building operations including laying down underground electric, wireless, radio, television, telephone and overseas communication cables and similar other underground cabling work, electric lines, water supply lines and sewerage pipelines"-

Category			
	Area: A	Area:B	Area:C
Unskilled	751.00	628.00	504.00
Semiskilled/ Unskilled Supervisory	832.00	709.00	589.00
Skilled/Clerical	915.00	832.00	709.00
Highly Skilled	992.00	915.00	832.00

(Kindly Note: Area A: Bangalore (UA), Area B: Mangalore (UA), Mysore (UA), Belgaum (UA), Hubli-Dharwad, Area C: All other places in Karnataka not specified above as per Ministry of Labour and Employment F.No. 1 /8(3)/2023-LS-II dated 26.09.2023.)

"Employment of Sweeping and Cleaning excluding activities prohibited under the Employment of Manual Scavengers and Construction of Dry latrines (Prohibition) Act, 1933".

Area	**Rates of wages Rs.**
'A'	736.00
'B'	616.00
'C'	494.00

"Employment of Watch and Ward"-Rates of wages for employees employed in watch and ward – Govt. of India, Ministry of Labour

	Without arms	**With arms**
Area	**Rates of wages Rs.**	**Rates of wages Rs.**
'A'	915.00	992.00
'B'	832.00	915.00
'C'	709.00	832.00

For further details log on to Ministry of Employment