



TENDER DOCUMENT
NEW MANGALORE PORT AUTHORITY
CIVIL ENGINEERING DEPARTMENT

NIT No.CIVIL/CE(C)/EE(C)/63/2023-24

E-Tender ID NMPT/2023_NMPT_778040_1

Tender for

"UPGRADATION OF ESTATE OFFICE / AEM GR.I CHAMBER AT
NMPA."

THROUGH E-TENDERING MODE

Tender Amount	:	Rs. 10,24,498/-
E.M.D.	:	Rs. 24,200/-
Tender Fee	:	Rs. 560/-(Including GST @ 12%)



TENDER DOCUMENT
NEW MANGALORE PORT AUTHORITY
CIVIL ENGINEERING DEPARTMENT

Tender for

"UPGRADATION OF ESTATE OFFICE / AEM GR.I CHAMBER AT NMPA."

Volume - 1

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NEW MANGALORE PORT AUTHORITY

PANAMBUR, MANGALORE -575010

NIT No: CIVIL/CE(C)/EE(C)/63/2023-24

Date: 26-10-2023

TENDER ID: 2023_NMPT_778040_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 "Upgradation of Estate Office / AEM Gr.I Chamber at NMPA."

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. 4.10 lakhs each

or

At least Two similar completed works costing not less than the amount equal to Rs. 5.13 lakhs each

or

At least One similar completed works costing not less than the amount equal to Rs. 8.20 lakhs

Note1:*Similar work(s) means "any building construction work or building renovation or repair 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.3.08 lakhs.

The financial capacity of bidders would be evaluated considering the works in hand at NMPA on the due date of submission of bid. The port would deduct the turnover required for execution of work in hand at NMPA from the average financial turnover of the bidder. The remaining net financial turnover of the bidder will be considered for eligibility criteria.

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 ESIC & EPF registration certificate along with the tender.

Pertinent information is given in the following table:

i)	Estimated Amount put to Tender	Rs 10,24,498/-
ii)	Earnest Money Deposit (EMD)	<p>Rs. 24,200/- (Rupees TwentyFour Thousand Two Hundred Only.)</p> <p>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.</p> <p>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.</p>
iii)	Cost of Tender (Tender fee)	<p>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. Scanned copy should be uploaded along with bid. The benefit of Exemption of Tender fee to Microand 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.</p>
iv)	Document download start date	26-10-2023 at 15.00 HRS

	and time	
v)	Seek clarification start date and time	NA
vi)	Seek clarification end date and time	NA
vii)	Bid submission start date and time	09-11-2023 at 10.00 HRS
vii)	Bid submission closing date and time	16-11-2023 at 15.00 HRS
ix)	Date & time of opening of Cover -I : Technical Part - II : Financial	17-11-2023 at 15.30 HRS Shall be communicated separately.
x)	Completion period	6 (Six) 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)/63/2023-24

E-Tender event No. 2023_NMPT_778040_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 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.

9. 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.
10. 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.
11. 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.
12. 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.
13. 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.
14. The bidder may submit the bid documents online mode only, through this portal. Offline documents will not be handled through this system.
15. 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.
16. 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.

17. 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.
18. 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.
19. 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.
20. 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).
21. 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.
22. 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 (bid security) / 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). 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.

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 properly 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 "Upgradation of Estate Office / AEM Gr.I Chamber at NMPA."

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.

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. 4.10 lakhs each

or

At least Two similar completed works costing not less than the amount equal to Rs. 5.13 lakhs each

or

At least One similar completed works costing not less than the amount equal to Rs. 8.20 lakhs

Note1: *Similar work(s) means “any building construction work or building renovation or repair works”

- 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.3.08lakhs.

The financial capacity of bidders would be evaluated considering the works in hand at NMPA on the due date of submission of bid. The port would deduct the turnover required for execution of work in hand at NMPA from the average financial turnover of the bidder. The remaining net financial turnover of the bidder will be considered for eligibility criteria.

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 ESIC & EPF registration certificate along with the tender.

Copy of the work order, Client's satisfactory work completion Certificate, along with any other documentary proof certifying the date 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. 24200/- (Rupees TwentyFour

- Thousand Two 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. 24200/- (Rupees TwentyFour Thousand Two 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 ie. Annexure 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 be 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; 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) 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 33.

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 will 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. No work shall be commenced without signing contract 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 or in the form of Bank Guarantee 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 "Upgradation of Estate Office / AEM Gr.I Chamber at NMPA."

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 at New Mangalore Port (Annexure - 6)
- vii. List of plant and equipment – (Annexure - 7)
- viii. Declaration – (Annexure – 8)
- ix. Bid Security / 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 & GST Registration certificate.

Signature
 (Authorised Signatory)

Annexure – 2

ON STAMP PAPER of Rs 100/-
 “UPGRADATION OF ESTATE OFFICE / AEM GR.I CHAMBER AT NMPA.”

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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

“UPGRADATION OF ESTATE OFFICE / AEM GR.I CHAMBER AT NMPA.”

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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 or Joint Venture/Consortium 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)

NEW MANGALORE PORT AUTHORITY

“UPGRADATION OF ESTATE OFFICE / AEM GR.I CHAMBER AT NMPA.”

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:

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

Signature

(Authorised Signatory)

Certificate from the Statutory Auditor

This is to certify that the information contained in Sl. No 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
 "UPGRADATION OF ESTATE OFFICE / AEM GR.I CHAMBER AT NMPA."
 FINANCIAL CAPABILITY

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

Net Worth	Turnover			
	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 2022-23. 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 Chartered 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
 (Authorised Signatory)

Signature

Annexure - 6

NEW MANGALORE PORT AUTHORITY
 "UPGRADATION OF ESTATE OFFICE / AEM GR.I CHAMBER AT NMPA."

LIST OF ONGOING WORKS IN HAND AT NEW MANGALORE PORT

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

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

“UPGRADATION OF ESTATE OFFICE / AEM GR.I CHAMBER AT NMPA.”

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

"UPGRADATION OF ESTATE OFFICE / AEM GR.I CHAMBER AT NMPA."

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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

“UPGRADATION OF ESTATE OFFICE / AEM GR.I CHAMBER
AT NMPA.”

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 organisation 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 organisation 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 Contractor'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) (NOT APPLICABLE)

WHEREAS, _____ [Name of Bidder] (hereinafter called "the Bidder")

has submitted his bid dated _____ [date] for the Upgradation of Estate Office / AEM Gr.I Chamber at NMPA.(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

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. No work shall be commenced without signing contract agreement.

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).

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:
 - A) prevent loss or damage to physical property from occurring by taking appropriate measures, or
 - B) 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 authorised 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 Chief Engineer (Civil) or

his Representative was either outside the authority given to the Chief Engineer (Civil) or his Representative by the Contract or that the decision was wrongly taken or there is no decision within a calendar month, the decision shall be referred to the Conciliation Settlement Committee (CSC) to be Constituted by the Indian Ports Association as per the guidelines dated 24.09.2021 within 30 days of the notification of the Chief Engineer (Civil) or his Representative decision or upon expiry of a calendar month as the case may be.

25. Settlement of Disputes

25.1 Amicable Settlement/ Conciliation and Settlement Committee

Disputes of any kind arising between the Board of NMPA and the Contractor in connection with, or arising out of the Contract or the execution of the contract whether during the execution of the contract or after the completion and whether before or after repudiation or termination of the Contract, including any dispute as to any opinion, decision, instruction, determination, certificate, payment, or valuation under the contract, the matter in dispute shall in the first place, be referred in writing to the Chief Engineer (Civil) NMPA or his nominee/representative and an attempt shall first be made by all the parties to settle such disputes amicably by serving a copy of such reference in writing to the other party and such reference shall state that it is made pursuant to this clause.

If the Contractor believes that a decision taken by the Chief Engineer (Civil) or his Representative was either outside the authority given to the Chief Engineer (Civil) or his Representative by the Contract or that the decision was wrongly taken or there is no decision within a calendar month, the decision shall be referred to the Conciliation Settlement Committee (CSC) to be Constituted by the Indian Ports Association as per the guidelines dated 24.09.2021 within 30 days of the notification of the Chief Engineer (Civil) or his Representative decision or upon expiry of a calendar month as the case may be.

Unless the Contract has already been repudiated or terminated, the Contractor shall, in every case, continue to proceed with the Works with all due diligence and the Contractor and the Principal Employer shall give effect forthwith to every such decision of the Chief Engineer (Civil) unless and until the same shall be revised, as hereinafter provided, in a CSC or an arbitral award.

Provided that, unless the parties otherwise, have exhausted the above remedies under the amicable Settlement proviso and the CSC, the parties shall not invoke arbitration before the expiry of Thirty days after the day on

which the notice of failure to settle such dispute was given by the CSC.

25.2 Procedure of Arbitration:

Except where otherwise provided for in the contract, all questions and disputes relating to the meaning of the words, terms, specifications, operations, and instructions, mentioned in this contract and as to the quality of workmanship or performance of handling and any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, specifications, operating instructions, orders or these conditions; or otherwise concerning the transport and handling operations, the execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof, shall be referred to a sole arbitrator to be appointed by the Tender Accepting Authority of NMPA. There will be no objection if the sole arbitrator so appointed is not ineligible for being appointed as an arbitrator under the fifth & sixth schedule of the Arbitration & conciliation Act 1996.

If the Arbitrator, to whom the matter is originally referred, is transferred or vacates his office or is unable to act for any reason, the Tender Accepting Authority of NMPA, as aforesaid at the time of such transfer, or vacation of the office or inability to act, shall appoint another person to act as Arbitrator in accordance with the terms of the contract. Such person shall be entitled to proceed with the reference from the stage, at which it was left by his predecessor.

Subject to as aforesaid, the provisions of the Arbitration and Conciliation Act 1996 and the amended provisions thereto, or any statutory modification or re-enactment thereof, and the rules made there under, and for the time being in force shall apply to the arbitration proceedings under this clause.

It is a term of the contract that the party invoking arbitration shall specify the disputes to be referred to arbitration under this clause together with the amount or amounts claimed in respect of each dispute.

The work under the contract shall, if reasonably possible, continue during the arbitration proceedings and no payment due or payable to the contractor shall be withheld on account of such arbitration proceedings.

The Arbitrator shall be deemed to have entered on the reference on the date on which he issues notices to both the parties fixing the date of the first hearing. The Arbitrator shall have power to call for such evidence by way of affidavits or otherwise as the Arbitrator shall think proper and it shall be the duty of the parties hereto to do or cause to be done all such things as may be necessary to enable the Arbitrator to pass the award without any delay.

The Arbitrator shall give a separate award in respect of each dispute or difference referred to him. The venue of arbitration shall be at Panambur, Mangalore. The award of the Arbitrator shall be final, conclusive and binding on all parties to the contract. The Courts at Mangalore shall only have the Jurisdiction to entertain Arbitration Suits/ Arbitration Applications.

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 from 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.

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

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 the 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 total 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 ($\frac{1}{2}\%$) 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 Mobilisation Advance shall be paid up to 10% of Contract price, payable in two equal installments. The first installment shall be paid after mobilisation has started and next installment shall be paid after satisfactory utilisation 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 Mobilisation 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 Mobilisation 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 utilisation of earlier advance (s).
- 51.5 Recovery of Mobilisation 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
 - g) Performance security to be submitted at award of the work
 - h) 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 Performance Security 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 (not applicable)

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

53.1 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 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.
- (b) the Engineer or his nominee instructs the Contractor to delay the progress of the Works and the instruction is not withdrawn within 28 days.
- (c) the Employer or the Contractor becomes bankrupt or goes into liquidation other than for a reconstruction restructure or amalgamation.
- (d) 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:
- (e) 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.
- (f) the Contractor does not maintain a security which is required.
- (g) 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
- (h) 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 any thing 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
 - (i) Any interference with the supply to or abstraction from such sources
 - (j) Pollution of the water so as to affect adversely the quality thereof.
- (b) 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.
- (c) 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.
- (d) 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 Contractor'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 Statutes, 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(not applicable)

The Contractor shall submit prior application for Port entry passes to the concerned Port authority for his labours and the staffs engaged in the works. The passes will be issued free of cost.

The Contractor shall retain the original passes obtained by them in respect of their labour and staff 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.

71.15 Site - Protected Area(not applicable)

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. However, no charges will be levied for the individual passes or the permits for the vehicles of the Contractor or his sub-contractors for the bonafide use of the work.

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 (NA)

- 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 or 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 notified 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. If 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. SCB II/ 2009 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 carry out 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 case 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 7 days 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, within 7 days from the date of work order, shall submit self-attested copy of statutory documents such as 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% and 12% 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. 3500/- per month or less. The bonus to be paid to employees getting Rs. 2500/- per month or above up to Rs. 3500/- per month shall be worked out by taking wages as Rs. 2500/- 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 : The Chairman, New Mangalore Port Authority, Panambur, Mangalore - 575010	
4	The Engineer is	
	Name : Chief Engineer (C), New Mangalore Port Authority, Panambur, Mangalore- 57501010	
	Name of Nominee is	
	Name : Superintending Engineer (C1) Civil Engineering Department, NMPA, Panambur, Mangalore- 575010	
5	The name and identification number of the Contract is	
	Name of Contract :- "Upgradation of Estate Office / AEM Gr.I Chamber at NMPA." Tender no: 63/2023-24	(1)
6	The works consist of " Upgradation of Estate Office / AEM Gr.I Chamber at NMPA.".	(1)
7	The start date shall be 7 days from the date of Issue of Letter of Acceptance. However no work shall be commenced without signing contract agreement.	Conditions of contract A-General 1.Definitions

Sl. No.	Description	Reference Cl. No.						
8	The Contract price is the price stated in the letter of acceptance and thereafter as adjusted in accordance with the provisions of the Contract. However payment will be made as per actual work done accordance with the contract provisions.	1.Definitions						
9	The Intended completion Date for the whole of the Work is 6 (Six) Months including monsoonwith the following milestones:	(17,29)						
10	<p>Milestone dates:</p> <table border="1" data-bbox="352 734 1206 1003"> <tr> <td data-bbox="352 734 778 862">Physical works to be completed</td> <td data-bbox="778 734 1206 862">Period from the date of commencement of work</td> </tr> <tr> <td colspan="2" data-bbox="352 862 1206 1003">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> <tr> <td colspan="2" data-bbox="352 1003 1206 1048"> </td> </tr> </table>	Physical works to be completed	Period from the date of commencement of work	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.				
Physical works to be completed	Period from the date of commencement of work							
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.								
11	<p>The following shall form part of the Contract Document:</p> <ol style="list-style-type: none"> (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. (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). 	(2.3)						
12	The Contractor shall submit a Program for the Works within 14 days of delivery of the letter of Acceptance.	(27)						
13	<p>The site possession date</p> <p>The site will be handed over immediately after issue of Letter of acceptance and the site is free from encumbrances. However, no work shall be commenced</p>	(21)						

Sl. No.	Description	Reference Cl. No.
	without signing contract agreement.	
14	The site is defined in drawing No. 5/313/Mtc-I/01-LP - Location Plan	
15	The Defects Liability Period is 1 (One) year	(35)
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.	13
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)
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	[49]

Sl. No.	Description	Reference Cl. No.
	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.	
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 in the form of Insurance Surety Bonds, Account Payee Demand draft, Fixed Deposit Receipt from a commercial bank, remittance by RTGS or in the form of Bank Guarantee for 5% of the contract price inclusive of 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

vi) 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 (not applicable to this contract)

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 _____

1 An 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.....(Rupeesonly) 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 thisday 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 1 TO 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

**"UPGRADATION OF ESTATE OFFICE / AEM GR.I CHAMBER
AT NMPA."**

TENDER DOCUMENT
Volume - II

NEW MANGALORE PORT AUTHORITY
 CIVIL ENGINEERING DEPARTMENT
 Tender no: CIVIL/DyCE(C)/EE(C)/63/2023-24

Tender for

“Upgradation of Estate Office / AEM Gr.I Chamber at NMPA.”

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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 NMPT.

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 NMPT. 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: 2/366/Mtc-I/01-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 2/420/MTC-I/-01](#) 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. Dismantling

25.1.1. Dismantling - The term "dismantling" implies carefully taking up or down and removing the building materials without damaging them. The articles dismantled shall be lowered to the ground and not thrown. Dismantling work shall cover complete removal of the existing structure or part of a work including all relevant items as indicated or as directed, clearing the site, sorting out useful materials and stacking them as described, and disposing of the unserviceable materials.

25.1.2. Demolition - The term "demolition" implies breaking up the components of the structure building and then taking the components up or down. This shall consist of demolishing whole or part of work including all relevant items as indicated or as directed, clearing the site, sorting out useful materials and stacking them as directed and disposing of the unserviceable materials and rubbish as directed. The removal of overlaying or adjacent materials, if required for demolition of the structure shall be separately indicated.

Unless otherwise specified, the building/structure shall be dismantled/ demolished up to 450 mm below ground level.

25.1.3. Serviceable and unserviceable materials

Inventory- Before dismantling/demolition operations are undertaken by the contractor, inventory of all materials, fittings and fixtures (except hidden materials) which are considered useful shall be made and signed by the engineer and the contractor, wherever the operations are entrusted to a contractor.

Serviceable materials - Any material which is in the opinion of the engineer could be reused or otherwise useful will be considered as serviceable.

Unserviceable materials - Any material declared by the engineer as not serviceable shall be considered as unserviceable.

A register shall be opened at the work site to show day-to-day account of the turn out of salvaged materials. The register shall also indicate whether dismantled materials are properly stacked or wasted.

The contractor shall be responsible for the safe custody of serviceable materials until handed over to the engineer's representative or incorporated in the work and a written receipt for the same obtained.

25.2. Hazards in demolition.

Demolition of any structure is, inherently, more hazardous than the construction or erection of the same. From the point of view of safety, the conditions usually encountered while dismantling a structure, whatever its magnitude, do not lend themselves to the degree of control possible in the construction operations, where more stable conditions are generally obtainable. It is all the more imperative; therefore, that adequate attention is paid to planning and execution of demolition work, in its various stages, so as to minimize the risk of accidents and injuries to the personnel engaged in demolition operations.

25.2.1. It has therefore become necessary to lay down certain safety procedures, which along with a planned programme could ensure adequate safety, particularly with the involvement of management, supervisors and workers.

25.2.2. The demolition work shall be preceded in such a way that:

It causes least damage and nuisance to the adjoining building and the members of the public ; and

It satisfies all safety requirements to avoid accidents.

25.2.3. Section 1 deals with all aspects on construction planning, management and safety and this section will therefore confine itself to procedures and safety precautions for demolition and dismantling of buildings.

25.3. Planning.

Before beginning the actual work of demolition, a careful study shall be made of the structure, which is

to be pulled down and also of its surroundings. This shall include the following: -

The manner in which the various parts of buildings are supported and how far the stage by stage demolition would affect the safety of the adjoining structure;

A definite plan and procedure of demolition work shall be prepared, taking into account the loads on various structural parts and their supports ;

Before commencement of each stage of demolition, the supervisor shall brief the workmen in detail regarding the safety aspects to be kept in view ;

Ensure that the demolition conditions do not, at any stage, enhance the nuisance value of demolition work on the use of adjacent buildings ;

No structure or part of the structure or any floor or temporary support or scaffold, side wall or any device for equipment shall be loaded in excess of the safe load bearing capacity, in its then existing condition ; and

Stairs and stair railings, passage ways and ladders shall be left in place as long as possible. These should be maintained in a safe condition.

25.4. Precautions and protective measures before starting demolition work

25.4.1 The following precautions and protective measures shall be taken before commencement of demolition work:

On every demolition job, danger signals shall be conspicuously posted all around the structure and all doors, openings giving access to structures shall be kept barricaded or manned except during the actual passage of workmen or equipment. However provision shall be made for at least two independent exits for escape of workmen during any emergency.

Walkways and passageways shall be provided for the use of the workmen who shall be instructed to use them and all such walkways and passageways shall be kept adequately lighted, free from all debris and other materials.

Where in any work of demolition it is imperative, because of existing danger, to ensure that no unauthorized person shall enter the site of demolition outside working hours, a watchman shall be employed. In addition to watching the site he shall also be responsible for maintaining all signs, notices, lights, barricades, etc. During nights, red lights shall be placed on or about the barricades.

The power on all electrical service lines shall be shutoff and all such lines cut or disconnected at or outside the property line. The only exception would be any power lines required for the demolition work itself. Prior to cutting of such lines, the necessary approval of the Authority shall be obtained.

All mains and meters of the building shall be removed or protected from damage.

All gas, water, steam and other service lines shall be shutoff and capped or otherwise controlled at or outside the property line.

If a structure to be demolished has been partially wrecked by fire, explosion or other catastrophe, the walls and damaged roofs shall be shored and braced suitably.

Construction sheds and toolboxes should be so located as to protect workers from injuries of falling objects, wall, etc.

A warning device should be installed in the area to be used to warn the workers, in case of danger.

Screens shall be placed, where necessary, to prevent flying pieces from injuring the fellow workmen.

No demolition work shall be carried out during storm or heavy rain.

No demolition work shall be carried out at night specially when the building or structure to be demolished in an inhabited area.

All necessary safety appliances shall be issued to the workmen and their use explained. It shall be ensured that the workers are using all the safety appliances while at work. The safety appliances should be as follows:

Safety helmets as per IS: 2925-1984 ;

Goggles made of celluloid lens to be worn at the time of demolition of floors, walls, tearing of plaster, etc., specially when equipment like jack hammers are used for demolition work, to protect the eyes from flying pieces, dust, dirt, etc. that may be blown up by wind.

Leather or rubber gloves worn during demolition of RCC work or removing steel work, where the hands of workers are likely to be injured.

Safety belts while working at higher level to prevent falling from the structure.

First-aid equipment shall be available at all demolition works of any magnitude. Also, by prior arrangement, a qualified doctor is available at call.

When there is a possibility of fire breaking out, appropriate portable first-aid fire appliances (see IS: 2190-1992) shall be kept at hand.

The removal of a member may weaken the side wall of an adjoining structure and to prevent possible damage, these walls shall be supported until such time as permanent protection is provided. In case of any danger is anticipated to the adjoining structure, the same shall be got vacated to avoid any danger to human life.

Ladders, when used, shall conform to IS: 3696 (Part 2)-1991. Ladders or their side rails shall extend not less than 1.0 m above the floor or platform to which the ladder gives access. All ladders shall be secured against slipping out at the bottom and against movement in any direction at the top.

All exterior wall openings which extend down to the floor level shall be barricaded to a height not less than 1 m above the floor level. All floor openings and shafts not meant as material chutes shall be floored over and endorsed with ground rails and toe boards.

All existing fixtures/services required during demolition operations shall be well protected with substantial covering to the satisfaction of the Authority.

When demolition is to be done by mechanical means such as weight ball and power showers, the following additional precautions are necessary:

The area shall be barricaded for a minimum distance of 1 ½ times the height of the wall ;

While the mechanical device is in operation no workmen shall be allowed to enter the building being demolished ;

The device shall be so located as to avoid falling debris; and

The device when being used shall not cause any damage to adjacent structure, power line, other services, etc.

25.5. Protection of the public

25.5.1 Protection of the public before and during demolition is important and the following points should be kept in mind;

Every sidewalk or road adjacent to the work shall be closed or protected. All main roads, which are open to the public, shall be kept open to the public clear and unobstructed at all times.

Children and public shall be kept out of the building and the adjoining yards.

If the structure to be demolished is more than two-storied or 7.5 m high, measured from the sidewalk or street which cannot be closed or safely diverted, and the horizontal distance from the inside edge of the side walk to the structure is 4.5 m or less, a substantial side walk shed (see Fig. 1) shall be constructed over the entire length of the sidewalk adjacent to the structure of sufficient width with a view to accommodating the pedestrian traffic without causing congestion. The sidewalk shall be lighted sufficiently to ensure safety at all times.

A toe board at least 1 m high above the roof the shed shall be provided on the outside edge and ends of the sidewalk shed. Such boards may be vertical or inclined outward at not more than 45 degree.

Except where the roof of a side walk shed solidly abuts the structure, the face of the sidewalk shed towards the building shall be completely closed by providing sheeting / planking to prevent falling

material penetrating into the shed.

The roof of the sidewalk shed shall be capable of sustaining a load of 730 kg/m². Only in exceptional cases, say due to lack of other space, the storing of the material on a sidewalk shed may be permitted in which case the shed shall be designed for a load of 1 460 kg/m². Roof of sidewalk shed shall be designed taking into account the impact of the falling debris. By frequent removal of loads it shall be ensured that the maximum load, at any time, on the roof of the shed is not more than 600 kg/m². The height of the sidewalk shed shall be such as to give minimum clearance of 2.4 m.

Sidewalk shed openings, for loading purposes, shall be kept closed at all times except during actual loading operations.

The deck flooring of the sidewalk shed shall consist of plank of not less than 50 mm thickness closely laid and deck made watertight.

All members of the shed shall be adequately braced and connected to resist displacement of members or distortion of framework.

When the horizontal distance from the inside edge of the sidewalk to the structure is more than 4.5 m and less than 7.5 m, a sidewalk shed or fence may be built or in their place a substantial railing shall be constructed on the inside of the sidewalk or roadway along the entire length of demolition side of the property with movable bars as may be necessary for the proper prosecution of the work.

Where workers entrances to the building being demolished are not completely protected by sidewalk sheds, all such entrances shall be protected by canopies extending from the face of the building to a point not less than 2.5 m from it. In such a case, overhead projection shall be at least 0.6m wider than the building entrance or opening and every canopy shall be as strong as the sidewalk shed.

25.6. Sequence of demolition operations

The sequence of demolition shall generally be as given below:

(1). The demolition shall always proceed systematically storey by storey in descending order and the demolition of upper floors shall be completely over before any of the supporting members or other important portion on the lower floor is disturbed. No unnecessary work shall go on below when the demolition is in progress above. When some work is to be done at the lower level, adequate protection shall be provided for all the workmen so engaged.

(2). The requirements of (a) shall not prohibit the demolition of structures by sections, if means are taken to prevent injuries to persons or damage to property.

(3). Roofs (or floors), generally, be demolished first before demolishing the supporting walls structural elements.

(4). All glazed sash, glazed doors and windows etc., shall be removed before the demolition of roofs and walls starts. All fragile and loose fixtures shall be removed. Lath and loose plaster be stripped off throughout the entire structure. This is advantageous because it reduces glass breakage and also eliminates a large amount of dust producing material before more substantial parts of the building are removed.

25.7. Demolition of floors

For demolition of floors the following procedure may be followed:

(1). A slit in width not exceeding 300 mm shall be cut at the first stage for the entire length of the slab along which it spans (see Fig. 2). The opening shall thereafter be increased to the desired width by suitable installments.

(2) Planks of sufficient strength not less than 50 mm thick and 250 mm wide shall be provided at a spacing not greater than 0.4 m. These planks shall be so placed as to give workmen firm support to guard against any unexpected collapse.

(3) Stringers of ample strength shall be installed to support the planks where necessary and the ends of stringers shall be supported by floor beams, girders and not by floor slab alone.

(4). When floors are being removed, no workmen shall be allowed to work in the area, directly underneath and such area shall be barricaded to prevent access to it.

(5) The demolition of the floor in question shall be started only after the surrounding area for a distance of 6 m have been entirely cleared of persons, and the debris and other unnecessary material removed.

(6) Planks used for temporary protection shall be sound and at least 50 mm thick. They shall be laid close together with ends overlapping at least 100 mm over solid bearing to prevent tipping under load.

25.8. Demolition of walls

25.8.1. Procedure

The following procedure shall be followed when demolishing walls:

(1) While walls or sections of masonry are being demolished it shall be ensured that they are not allowed to fall as a single mass on the floors of the building so as not to exceed the safe carrying capacity of the floor; wherever practicable, they may fall away from the floors on to catch platforms. Overloading of floors shall be prevented by removing the accumulating debris through chutes or by other means immediately. The floor shall be inspected by the Authority before undertaking demolition work and if the same is found incapable of carrying the load of debris, necessary precautions shall be taken to prevent any unexpected collapse of the floor.

(2) Walls shall be removed part by part. Stages shall be provided for the men to work on, if the walls are very thin and dangerous to work by standing over them.

(3) No section of the wall whose height is more than 15 times the thickness, shall be permitted to stand without lateral bracing unless such a wall is in good condition and was originally designed to stand without such lateral bracing or support.

(4) Structural or load supporting members on any floor shall not be removed or cut until all the storeys above that floor have been demolished and removed.

(5) Before demolishing any interior or exterior wall within 3 m of the opening in the floor immediately below, such opening shall be substantially planked over, unless access is denied to workmen to that portion of the floor immediately below the opening, in the floor of the storey being demolished, where any debris passing through the opening may fall.

(6) In framed structures, the frame may be left in position during demolition of masonry work. Where this is done all beams, girders, etc., shall be cleared of all loose materials as the demolition of masonry work progresses downward provided it is still strong enough to stand as an independent structure.

(7) Walkways shall be provided to enable workmen to reach or leave their work on any scaffold or wall. Such walkways shall neither be less than 3 planks wide, nor less than 0.8 m in width.

(8) After completion of each days work, all walls shall be left stable to avoid any danger of getting overturned.

(9) Foundation walls which serve as retaining walls to support the earth or adjoining structure, shall not be demolished until such an adjoining structure has been under pinned or braced and the earth removed by sheet piling or sheathing.

25.8.2. Catch platforms

Catch platforms shall be provided in case of demolition of exterior walls in multi-storey buildings. The following details may be considered:

(1) Catch platforms shall generally be provided for multi-storeyed buildings more than 20 m high to prevent injuries to the worker and to the public when exterior walls are being demolished.

(2) Such platforms shall be constructed and maintained not more than three storeys below the storey

from which the exterior wall is being demolished. When demolition has progressed to within three storeys of ground level, catch platforms will not be considered necessary.

(3) Catch platforms shall not be less than 1.5 m in width measured in a horizontal direction from the face of the structure and shall consist of outriggers supported not more than 3 m apart. Planks shall be laid tight together, without openings between them and the walls. Catch platforms shall be provided with a continuous solid parapet along its outer edge of at least 1 m height. The parapet may be constructed with the same material as the platform.

(4) Catch platform shall be capable of sustaining a live load of not less than 610 kg/m².

(5) Catch platforms shall neither be used for storing of materials nor dumping of materials.

25.9. Demolition of different types of structures and elements

25.9.1. General

Structures may be dealt with as masonry, concrete, steel and timber. The structures or their elements shall be dealt with as below, in addition to other requirements as applicable.

25.9.2. Masonry structures

25.9.2.1. Jack Arches – Where tie rods are present between main supporting beams, these should not be cut until after the arch or series of arches in the floor have been removed. Particular care should be exercised and full examination of structure be made before the demolition is commenced (see Fig 3). The floor should be demolished in strips parallel to the span of arch rings (at right angles to the main floor beam).

25.9.2.2. Brick Arches - As much dead load as possible may be removed provided it does not interfere with stability of main arch rings ; it should be noted that the load carrying capacity of many old arches relies on the filling between the spandrels. On no account should the restraining influence of the abutments be removed before the dead load of the spandrel fill and the arch rings are removed. The normal sequence of demolition shown in Fig. 4 A includes the following:

remove the spandrel filling down to the springing line,

remove the arch rings,

Remove the abutments.

Special temporary support shall be provided in the case of skew bridges.

A single span arch can be demolished, by hand, by cutting narrow segments progressively from each springing parallel to the span of the arch, until the width of the arch has been reduced to a minimum which can then collapse (see Fig. 4 B). Where it is impossible to allow debris to fall to the ground below, centering designed to carry the load should be erected and the arch demolished progressively. The design of the centering should make appropriate allowance for impact.

Where deliberate collapse is feasible the crown may be broken by the demolition ball method working progressively from the edges to the centre (see Fig 4 C).

Collapse of structure can be affected in one action by the use of explosives. Charges should be inserted into bore holes drilled in both arch and abutments. This method is the most effective for demolition of tall viaducts.

In multi-span arches, before individual spans are removed, lateral restraint should be provided at the springing level. Demolition may be proceeded as for a single span care being taken to demolish the spandrels down to the springing line as the work proceeds (see Fig. 4 D). Where explosives are used it is preferable to ensure the collapse of the whole structure in one operation to obviate the chance of leaving unstable portions standing.

25.9.3. Reinforced concrete

Before commencing demolition, the condition and position of reinforcement and possibility of lack of its continuity should be ascertained. Demolition should be commenced by removing partitions, non-load bearing cladding, etc. and similar non-structural elements.

Where hand demolition methods are used, the following procedures should be used :

Beams – For beams supporting rope should be attached to the beam. Then the concrete should be removed from both ends by pneumatic drill and the reinforcement exposed. The reinforcement should then be cut in which a way as to allow the beam to be lowered under control to the floor (see Fig. 5 A).

Columns – For columns reinforcement should be exposed at the base after restraining wire guy ropes have been placed around the member at the top. The reinforcement should then be cut in such a way as to allow the column be pulled down to the floor under control (see Fig. 5 B).

Walls – Reinforced concrete walls should be cut into strips and demolished as for columns (see Fig. 5 C).

Suspended floors and roofs – Solid slabs should be demolished as described in Fig. 2. Where ribbed construction is used, the principle of design and method of construction should be ascertained before demolition. Care should be taken not to cut the ribs inadvertently.

25.9.4. Precast reinforced concrete

Precast reinforced concrete units in a structure are normally held in position by the strength of the joints in-situ or on supporting walls, etc. As such before starting on demolition the joint structures or the supporting mechanisms shall be studied and understood.

In devising the following demolition sequences, due precaution shall be taken to avoid toppling over of the prefabricated units or any other part of the structure and wherever necessary temporary supports shall be provided.

25.9.5. Prestressed concrete

Before commencing of the demolition work involving such structures advice of an expert engineer should be obtained.

25.9.6. Steel

No beams shall be cut until precautions have been taking to prevent it from swinging freely and possibly striking any worker or equipment or any part of the structure being demolished.

All structural steel members shall be lowered from the building and shall not be allowed to drop.

Tag lines shall be used on all materials being lowered or hoisted up and a standard signal system shall be used and workmen instructed on the signals. No person shall be permitted to ride the load line.

When a derrick or hoisting equipment is used care shall be taken to see that the floor on which it is supported shall be strong enough for the loading. If necessary heavy planking shall be used to distribute the load to floor beams and girders. Overloading / overturning of the equipment shall be avoided.

25.9.7. Other elements

25.9.7.1. Roof trusses – Roof trusses shall be removed to wall plate level by hand methods. Sufficient purling and bracing should be retained to ensure stability of the remaining roof trusses while each individual truss is removed. Temporary bracing should be added, where necessary, to minimize instability. The end frame opposite to the end where dismantling is commenced, or a convenient intermediate frame should be independently and securely guyed in both directions before work starts. On no account should the bottom tie of a truss be cut until the principal rafters are prevented from making outward movement.

25.9.7.2. Cantilevers – A cantilever type of construction depends on the balancing superimposed structure for its stability. Canopies, cornices, staircases, balconies should be demolished or supported before the balancing load is removed.

25.9.7.3. Heavy floor beams – Heavy bulks of timber should be supported before cutting at the extremities and should then be lowered to a safe working place.

25.10. Removal of materials

25.10.1. General:

Removal of dismantled materials should be done carefully; they may be thrown/lowered to the ground. The materials shall preferably be dumped inside the building. Normally such materials shall be lowered to the ground or to the top of the sidewalk shed where provided by means of ropes or suitable tackles.

25.10.2. Through chutes

Wooden or metal shall be provided for removal of materials. The chutes shall preferably be provided at the centre of the building for efficient disposal of debris.

Chutes if provided at an angle of more than 45 degree from the horizontal shall be entirely enclosed on all sides, except for opening at or about the floor level for receiving materials.

Opening for chutes shall not exceed 1.20 m in height measured along the wall of the chute and in all story's below the top floor such opening shall be kept closed when not in use.

To prevent the descending material attaining a dangerous speed, the chute shall not extend in an unbroken line for more than two storeys. A gate or step shall be provided with suitable means of closing at the bottom of each chute to stop the flow of materials.

Chutes at an angle less than 45 degree to the horizontal may be left open on the upper side provided that at the point where such chute discharges into the chute steeper than 45 degree to the horizontal, the top of the steeper chute shall be boarded over to prevent the escape of materials.

Any opening into which workmen dump debris at the top of the chute shall be guarded by a substantial guard rail extending at least 1 m above the level of the floor or other surface on which men stand to dump the materials into the chute.

A toe board or bumper not less than 50 mm thick and 150 mm high shall be provided at each chute opening, if the required material is dumped from the wheel barrows. Any space between the chute and the edge of the opening in the floor through which it passes shall be solidly planked over.

25.10.3. Through openings

Debris may also be dropped through holes in the floor without the use of chutes. In such a case the total area of the hole cut in the intermediate floor, one which lies between floor that is being

demolished and the storage floor shall not exceed 25 per cent of such floor area. It shall be ensured that the storage floor is of adequate strength to withstand the impact of the falling material.

Openings in all floors below the floor from which materials are being removed, shall be protected by standard railings and toe boards (see IS 4912: 1978) or preferably planked over if the holes are not being used for dumping materials.

All intermediate floor openings for passage of materials shall be completely closed with barricades or guard rails not less than 1 m high and at a distance of not less than 1 m from the edge of the general opening. No barricades or guard rails shall be removed until the storey immediately above has been demolished down to the floor line and all debris cleared from the floor.

When cutting a hole in an intermediate floor, between the storage floor and the floor which is being demolished, makes the intermediate floor or any portion of it unsafe, then such intermediate floor shall be properly shored. It shall also be ensured that the supporting walls are not kept without adequate lateral restraints.

25.11. References

Other Indian Standards on the subject of safety of workers, in addition to the handbook under preparation are as follows:

IS No.	Title
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3696 (Part 1)-1987	Safety code of scaffolds and ladders Part 1 Scaffolds
4014 (Part 2)-1967	Code of practice for steel tubular scaffolding ; Part 2 Safety regulations for scaffolding
3764-1992	Code of safety for excavation work (first revision)
7969-1975	Safety code for handling and storage of building materials.
13415-1992	Code of safety for protective barriers in and around buildings.
13416 (Part 1)-1992	Recommendations for preventive measures against hazards at workplaces; Part 1 Falling material hazards prevention.
13416 (Part 2)-1982	Recommendations for preventive measures against hazards at work places ; Part 2 Fall prevention.
13430 : 1992	Code of practice for safety during additional construction and alteration to existing buildings.

2. SPECIFICATIONS FOR LATERITE STONE MASONRY

5.1.22.1. Laterite stone should be compact in texture. It may be mottled with streaks of brown, red and yellow colours. It should not contain white clay or lithomarge or an appreciable number of deep sinuosity. Blocks should be obtained from a good ferruginous variety of laterite which hardens on exposure after it is quarried.

5.1.22.1.2. Stones should be dressed immediately after quarrying into regular rectangular blocks, so that all faces are free from waviness and edges are straight and square. Blocks may be cut to size manually or by machine; for good quality work machine cut blocks may be used. Stone blocks after dressing shall be exposed to atmosphere for a period of 3 months before use in masonry. The stone, on exposure changes its nature and improves in compressive strength.

5.1.22.1.3. Blocks are laid in masonry in regular horizontal courses, breaking bond of vertical joints in every course to the extent of half the height of blocks. When the thickness of a masonry element is more than the breadth, these should be laid as headers and stretchers as in English bond.

5.1.22.1.4. Joint thickness shall not be more than 10 mm. Faces may be plastered, pointed or finished flush. Joints should be raked to a depth of 15 mm for pointing, while the mortar is green.

5.1.22.2. Dressing - Laterite stones shall be hammer dressed into rectangular blocks so that all faces are free from waviness and unevenness, and the edges are true and square. The least thickness / breadth shall be not less than height. The length shall generally be equal to twice the breadth, unless otherwise specified.

5.1.22.3. Laying - The dressed stones shall be laid in regular courses of not less than 15 cm height. All courses in the masonry shall be of the same height unless otherwise directed. The stones shall be laid in alternate header stretcher fashion, alternative courses of header and stretchers or in any other suitable fashion as directed. The vertical joints shall break by at least 65 mm. No specific corner stones are necessary. Quoin may be provided, where so indicated.

5.1.22.4. Joints - All bed joints shall be truly vertical; the thickness of joints shall not exceed 15 mm. Each stone shall be carefully laid in place with joints completely filled with mortar. On faces, where no plastering or pointing is required to be done, the joints shall be struck flush as the work proceeds. In other cases, joints shall be raked square to a minimum depth of 15 mm by a raking tool during the progress of 15 mm by a raking tool during the progress of work while the mortar is still green.

5.1.22.5. Scaffolding, curing and protection - Same as in 5.1.15 shall apply.

5.1.22.6. Measurements and rates - Same as in 5.1.15 shall apply.

3. SPECIFICATIONS FOR CEMENT PLASTER

15.1.1. Scaffolding - For all exposed brick work or tile work, double scaffolding independent of the work 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.

For all other brick work in buildings, single scaffolding shall be permitted. In such cases the inner end of the horizontal scaffolding pole shall rest in a hole provided only in the header course for the purpose. Only one header for each pole shall be left out. Such holes for scaffolding shall, however, not be allowed in pillars/columns less than one meter in width or immediately near the skew backs of arches. The holes left in masonry works for scaffolding purposes shall be filled and made good before plastering.

Note - In case of special type of brick work, scaffolding shall be got approved from engineer in advance.

15.1.2. Preparation of Surface - The joints shall be raked out properly. Dust and loose mortar shall be brushed out. Efflorescence if any shall be removed by brushing and scrapping. The surface shall then be thoroughly washed with water, cleaned and kept wet before plastering is commenced.

In case of concrete surface if a chemical retarder has been applied to the form work, the surface shall be roughened by wire brushing and all the resulting dust and loose particles cleaned off and care shall be taken that none of the retarders is left on the surface.

15.1.3. Mortar - The mortar of the specified mix shall be used. Lime mortar shall be as specified.

15.1.4. Application of Plaster

15.1.4.1. Ceiling plaster shall be completed before commencement of wall plaster.

15.1.4.2. Plastering shall be started from the top and worked down towards the floor. All put-log holes shall be properly filled in advance of the plastering as the scaffolding is being taken down. To ensure even thickness and a true surface, plaster about 15 x 15 cm shall be first applied, horizontally and vertically, at not more than 2 meters intervals over the entire surface to serve as gauges. The surfaces of these gauged areas shall be truly in the plane of the finished plaster surface. The mortar shall then be laid on the wall, between the gauges with trowel. The mortar shall be applied in a uniform surface slightly more than the specified thickness. This shall be beaten with thin strips of bamboo about one meter long to ensure through filling of the joints, and then brought to a true surface, by working a wooden straight edge reaching across the gauges, with small upward and side ways movements at a time. Finally the surface shall be finished off true with trowel or wooden float according as a smooth or a sandy granular texture is required. Excessive toweling or over working the float shall be avoided. During this process, a solution of lime putty shall be applied on the surface to make the later workable.

15.1.4.3. All corners, arises, angles and junctions shall be truly vertical or horizontal as the case may be and shall be carefully finished. Rounding or chamfering corners, arises, provision of grooves at junctions etc. where required shall be done without any extra payment. Such rounding, chamfering or grooving shall be carried out with proper templates or battens to the sizes required.

15.1.4.4. When suspending work at the end of the day, the plaster shall be left, cut clean to line both horizontally and vertically. When recommencing the plastering, the edge of the old work shall be scrapped cleaned and wetted with lime putty before plaster is applied to the adjacent areas, to enable the two to properly joint together. Plastering work shall be closed at the end of the day on the body of wall and not nearer than 15 cm to any corners or arises. It shall not be closed on the body of the features such as plasters, bands and cornices, nor at the corners of arises. Horizontal joints in plaster work shall not also occur on parapet tops and copings at these invariably lead to leakages.

No portion of the surface shall be left out initially to be patched up later on.

15.1.5. Finish - The plaster shall be finished to a true and plumb surface and to the proper degree of smoothness as required. The work shall be tested frequently as the work proceeds with a true straight edge not less than 2.5 m long and with plumb bobs. All horizontal lines and surfaces shall be tested with a level and all jambs and corners with a plumb bob as the work proceeds.

15.1.6. Thickness - The thickness of the plaster specified shall be measured exclusive of the thickness of key i.e., grooves or open joints in brick work. The average thickness of plaster shall not be less than

the specified thickness, here 12 mm. The minimum thickness over any portion of the surface shall not be less than specified thickness by more than 3 mm. The average thickness should be regulated at the time of plastering by keeping suitable thickness of the gauges. Extra thickness required in dubbing behind rounding of corners at junctions of wall or in plastering of masonry cornices etc. will be ignored.

15.1.7. Curing - Curing shall be started 24 hours after finishing the plaster. The plaster shall be kept wet for a period of seven 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.

15.1.8. Precaution - Any cracks which appear in the surface and all portions which sound hollow when lapped, or are found to be soft or otherwise defective, shall be cut out in rectangular shape and redone as directed by the engineer.

i) When ceiling plaster is done, it shall be finished to chamfered edge at an angle at its junction with a suitable tool when plaster is being done. Similarly when the wall plaster is being done, it shall be kept separate from the ceiling plaster by a thin straight groove not deeper than 6 mm drawn with any suitable method with the wall while the plaster is green.

ii) To prevent surface cracks appearing between junctions of column/ beam and walls, 150 mm wide chicken wire mesh should be fixed with U nails 150 mm centre to centre before plastering the junction. The plastering of walls and beam/column in one vertical plane should be carried out in one go. For providing and fixing chicken wire mesh with U nails payment shall be made separately.

15.1.9. Measurements

15.1.9.1. Length and breadth shall be measured correct to a cm and its area shall be calculated in square meters correct to two places of decimal.

15.1.9.2. Thickness of the plaster shall be exclusive of the thickness of the key i.e., grooves, or open joints in brick work.

15.1.9.3 The measurement of wall plaster shall be taken between the walls or partitions (the dimensions before the plaster shall be taken) for the length and from the top of the floor or skirting to the ceiling for the height. Depth of coves or cornices if any shall be deducted.

15.1.9.4. The following shall be measured separately from wall plaster.

- a) Plaster bands 30 cm wide and under
- b) Cornice beadings and architraves or architraves moulded wholly in plaster.
- c) Circular work not exceeding 6 m in radius.

15.1.9.5. Plaster over masonry plasters will be measured and paid for as plaster only.

15.1.9.6. A coefficient of 1.63 shall be adopted for the measurement of one side plastering on honey comb work having 6 x 10 cm. opening.

15.1.9.7. Moulded cornices and coves

- a) Length shall be measured at the centre of the girth.
- b) Moulded cornices and coves shall be given in square meters the area being arrived at by multiplying length by the girth.
- c) Flat or weathered top to cornices when exceeding 15 cm in width shall not be included in the girth but measured with the general plaster work.
- d) Cornices which are curved in their length shall be measured separately.

15.1.9.8. Exterior plastering at a height greater than 10 m from average ground level shall be measured separately in each storey height. Patch plastering (in repairs) shall be measured as plastering new work, where the patch exceed 2.5 sqm extra payment being made for preparing old wall, such as dismantling old plaster, raking out the joints and cleaning the surface. Where the patch does not exceed 2.5 sqm in area it shall be measured under the appropriate item under sub head

'Repairs to Buildings'.

15.1.9.9. Deductions in measurements, for opening etc. will be regulated as follows

a) No deduction will be made for openings or ends of joists, beams, posts, girders, steps etc. up to 0.5 sqm in area and no additions shall be made either, for the jambs, soffits and sills of such openings. The above procedure will apply to both faces of wall.

b) Deduction for opening exceeding 0.5 sqm but not exceeding 3 sqm each shall be made for reveals, jambs, soffits sills, sills, etc. of these openings.

1) When both faces of walls are plastered with same plaster, deductions shall be made for one face only.

2) When two faces of walls are plastered with different types of plaster or if one face is plastered and other is pointed or one face is plastered and other is unplastered, deduction shall be made from the plaster or pointing on the side of the frame for the doors, windows etc. on which width of reveals is less than that on the other side but on deduction shall be made on the other side.

Where width of reveals on both faces of wall is equal, deduction of 50% of area of opening on each face shall be made from area of plaster and / or pointing as the case may be.

3) For opening having door frame equal to or projecting beyond thickness of wall, full deduction for opening shall be made from each plastered face of wall.

Note - Different qualities of plastering referred in this para shall not include '18 mm plastering with terrazzo finish' as given in para 15.13 as the method of measurement in the case of the later is different. In such cases where the plaster on the other face consists of a plaster with terrazzo finish method of addition and deductions for the ordinary plaster face shall be regulated as if that face alone is plastered and the other is given an entirely different type of non-comparable treatment.

c) For opening exceeding 3 sqm in area, deduction will be made in the measurements for the full opening of the wall treatment on both faces, while at the same time, jambs, sills and soffits will be measured for payment.

In measuring jambs, sills and soffits, deduction shall not be made for the area in contact with the frame of doors, windows etc.

15.1.10. Rate - The rate shall include the cost of all labour and materials involved in all the operations described above.

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

15.8. SPECIFICATIONS FOR 6 MM CEMENT PLASTER ON CEMENT CONCRETE AND REINFORCED CEMENT CONCRETE WORK

15.8.0 Scaffolding - Stage scaffolding shall be provided for the work. This shall be independent of the walls.

15.8.1. Preparation of Surface - Projecting burrs of mortar formed due to the gaps at joints in shuttering shall be removed. The surface shall be scrubbed clean with wire brushes. In addition concrete surface to be plastered shall be pock marked with a pointed tool, at spacing of not more than 5 cm centers, the pock being made not less than 3 mm deep. This is to ensure a proper key for the plaster. The mortar shall be washed off and surface, cleaned of all oil, grease etc. and well wetted before the plaster is applied.

15.8.2. Mortars - Mortar of the specified mix using the types of sand described in the item shall be used. It shall be as specified.

15.8.3. Application - To ensure even thickness and a true surface, gauges of plaster 15 x 15 cm, shall

be first applied at not more than 1.5 m intervals in both directions to serve as guides for the plastering. Surface of these gauged areas shall be truly in the plane of the finished plaster surface. The plaster shall be then applied in a uniform surface to a thickness slightly more than the specified thickness and shall then be brought to true and even surface by working a wooden straight edge reaching across the gauges. Finally the surface shall be finished true with a trowel or with wooden float to give a smooth or sandy granular texture as required. Excess trowel ling or over working of the floats shall be avoided. The plastering and finishing shall be completed within half an hour of adding water to the dry mortar.

15.8.4. Plastering of ceiling shall not be commenced until the slab above has been finished and centering has been removed. In case of ceiling of roof slabs, plaster shall not be commenced until the terrace work has been completed. These precautions are necessary in order that the ceiling plaster is not disturbed by the vibrations set up in the above operations.

15.8.5. Finish - The plaster shall be finished to a true and plumb surface and to the proper degree of smoothness as required. The work shall be tested frequently as the work proceeds with a true straight edge not less than 2.5 m long and with plumb bobs. All horizontal lines and surfaces shall be tested with a level and all jambs and corners with a plumb bob as the work proceeds.

15.8.6. Thickness - The average thickness of plaster shall not be less than 6 mm. The minimum thickness over any portion of the surface shall not be less than 5 mm.

15.8.7. Curing - The specifications shall be as detailed in 15.5

15.8.8. Precautions - These shall be as described in 15.1.8.

15.8.9. Measurements

15.8.9.1. Length and breadth shall be measured correct to a cm. and its area shall be calculated in sq.m correct to two places of decimal. Dimensions before plastering shall be taken.

15.8.9.2. Thickness of plaster shall be exclusive of the thickness of the key i.e., depth or rock marks and hacking.

15.8.9.3. Plastering on ceiling at height greater than 5 m above the corresponding floor level shall be so described and shall be measured separately stating the height in stages of 1 m or part thereof.

15.8.9.4. Plastering on the sides and soffits of the projected beams of ceiling at a height greater than 5 m above the corresponding floor level shall be measured and added to the quantity as measured under 15.8.9.3.

15.8.9.5. Plastering on spherical and groined ceiling and circular work not exceeding 6 m in radius, shall be measured and paid for separately.

15.8.9.6. Flowing soffits (Viz. portion under spiral stair case etc.) shall be measured and paid for separately.

15.8.9.7. Ribs and mouldings on ceiling shall be measured as for cornices; deductions being made from the plastering on ceiling in case the width of the moulding exceed 15 cm.

15.8.9.8. The mode of measurement of exterior plaster and patch plastering (in repairs) shall be as laid down in 15.1.9.8

15.8.9.9. Deduction shall not be made for openings or for ends of columns, or columns caps of 0.5 sqm each in area and under. No additions will be made either for the plastering of the sides of such openings. For openings etc. of areas exceeding 0.5 sqm deduction will be made for the full opening but the sides of such openings shall be measured for payment.

15.8.10. Rate - The rate shall include the cost of all labour and materials involved in all the operations described above.

15.9. SPECIFICATIONS FOR 6 MM CEMENT PLASTER FOR SLAB BEARING

15.9.0. Cement plaster shall be 6 mm thick finished with a floating coat of neat cement and thick coat of lime wash on top of walls for bearing of slabs.

15.9.1. Application - The plaster shall be applied over the cleaned and wetted surface of the wall. When the plaster has been brought to a true surface with a wooden straight edge (Clause 15.5.3) 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 described in 15.5.3 shall apply.

15.9.2. Lime wash - This shall be applied in a thick coat after curing the plaster for three day

15.9.3. Measurements - Length and breadth shall be measured correct to a cm and area worked out in sqm correct to two places of decimal.

15.9.4. Rate - The rate shall include the cost of all labour and materials involved in all the operations described above.

4. 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.

5. SPECIFICATIONS FOR PANELLING MATERIAL – PARTICLE BOARDS

9.26.3.1. Particle boards - Particle boards shall be of medium density and manufacture of from particles of agro waste, wood or lignocelluloses i.e. material blended with adhesive and formed into solid panels under the influence of heat, moisture, pressure etc. The particle boards shall be flat pressed with single three or multi layers and graded and of Type 1 as per Table 1 of IS: 3087 - 1985. Both surfaces of the boards shall be sanded to obtain a smooth finish.

9.26.3.2. Adhesives - Adhesives used for bonding shall be BWP type synthetic resin conforming to IS: 848 - 1974.

9.26.3.3. Thickness and tolerance - Particle boards are available in thickness ranging from 6 mm to 40 mm. Tolerance in thickness shall be +/- 5% for boards up to and including 25 mm thick and +/- 2.5 per cent for boards above 25 mm thickness. Each board shall be of uniform thickness.

9.26.3.4. Testing - One sample for every 100 sqm or part thereof shall be taken and testing done as per IS 3087. However, testing may not be done if the total requirement of particle boards in a work if the total requirement of particle boards in a work is less than 30 sqm. All the samples tested shall meet the requirement of physical and mechanical properties of particle boards as specified.

9.26.3.5. Thickness of particle and adhesive used for bonding shall be as specified. Unless otherwise

stated, only type 1 particle boards bonded with BWP type synthetic resin adhesive shall be used.

6. 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 and 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. Splashing 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 paris 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

distemping the walls. But if distemping 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 distemped 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 distemping 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.

15.31. SPECIFICATIONS FOR CEMENT PRIMER COAT

15.31.0. Cement primer coat is used as a base coat on wall finish of cement, lime or lime cement plaster or on asbestos cement surfaces before oil emulsion distemper paints are applied on them. The cement primers is composed of a medium and pigment which are resistant to the alkalis present in the cement, lime or lime cement in wall finish and provides a barrier for the protection of subsequent coats of oil emulsion distemper paints.

Primer coat shall be preferably applied by brushing and not by spraying. Hurried priming shall be avoided particularly on absorbent surfaces. New plaster patches in old work should also be treated with cement primer before applying oil emulsion paints etc.

15.31.1. Preparation of the surface: 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 Paris mixed with water on the entire surface including filling up the undulations and then sand papering the same after it is dry.

15.31.2. Application: The cement primer shall be applied with a brush on the clean dry and smooth surface. Horizontal strokes shall be applied immediately afterwards. This entire operation will constitute one coat. The surface shall be finished as uniformly as possible leaving no brush marks. It shall be allowed to dry for at least 48 hours, before oil emulsion paint is applied.

The specifications in respect of scaffolding, protective measures, measurements and rate shall be as described under 15.25

15.32. SPECIFICATIONS FOR CEMENT PAINT

15.32.1. Material -The cement paint shall be (conforming to IS: 5410) of approved brand and manufacture.

The cement paint shall be brought to the site of work by the contractor in its original containers in sealed condition. The material shall be brought in at a time in adequate quantities to suffice for the whole work or at least a fortnight's work. The materials shall be kept in the joint custody of the contractor and the engineer. The empties shall not be removed from the site of work till the relevant item of work has been completed and permission obtained from the engineer.

15.32.2. Preparation of surface - For new work, the surface shall be thoroughly cleaned of all mortar dropping, dirt dust, algae grease and other foreign matter by brushing and washing. Pitting in plaster shall be made good and a coat of water proof cement paint shall be applied over patches after wetting them thoroughly.

15.32.3. Preparation of mix - Cement paint shall be mixed in such quantities as can be used up within an hour of its mixing as otherwise the mixture will set and thicken, affecting flow and finish. Cement paint shall be mixed with water in two stages. The first stage shall comprise of 2 parts of cement paint of one part of water stirred thoroughly and allowed to stand for 5 minutes. Care shall be taken to add the cement paint gradually to the water and not vice versa. The second stage shall comprise of adding further one part of water to the mix and stirring thoroughly to obtain a liquid of workable and uniform consistency. In all cases the manufacturer's instructions shall be followed meticulously.

The lids of cement paint drums shall be kept tightly closed when not in use, as by exposure to atmosphere the cement paint rapidly becomes air set due to its hygroscopic qualities.

In case of cement paint brought in gunny bags, once the bag is opened, the contents should be consumed in full on the day of its opening. If the same is not likely to be consumed in full, the balance quantity should be transferred and preserved in an airtight container to avoid its exposure to atmosphere.

15.32.4. Application

15.32.4.1. The solution shall be applied on the clean and wetted surface with brushes or spraying machine. The solution shall be kept well stirred during the period of application. It shall be applied on the surface which is on the shady side of the building so that the direct heat of the sun on the surface is avoided. The method of application of cement paint shall be as per manufacturer's specification. The completed surface shall be watered after the day's work.

15.32.4.2. The second coat shall be applied after the first coat has been set for at least 24 hours. Before application of the second or subsequent coats, the surface of the previous coat shall not be wetted.

15.32.4.3. For new work, the surface shall be treated with three or more coats of water proof cement paint as found necessary to get a uniform shade.

15.32.4.4. For old work, the treatment shall be with one or more coats as found necessary to get a uniform shade.

15.32.5. Precaution - Water proof cement paint shall not be applied on surfaces already treated with white wash, colour wash, distemper dry or oil bound, varnishes, paints etc. It shall not be applied on gypsums, wood and metal surfaces.

15.32.6. The specifications in respect of scaffolding, protective measures, measurements and rate shall be as described in 15.25. The coefficient for cement paint on RCC jalli shall be the same as provided in Sl. No. 7 of Table 1 under para 15.33.6.4 for painting trellis work.

15.33. SPECIFICATIONS FOR PAINTING

15.33.1. Materials - Paints, oils, varnishes etc. of approved brand and manufacture shall be used. Only ready mixed paint (Exterior grade) as received from the manufacturer without any admixture shall be used.

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

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

15.33.2. Commencing Work - Painting shall not be started until the engineer has inspected the items of work to be painted, satisfied himself about their proper quality and given his approval to commence the painting work. Painting of external surface should not be done in adverse weather condition like hail storm and dust storm.

Painting, except the priming coat, shall generally be taken in hand after practically finishing all other building work.

The rooms should be thoroughly swept out and the entire building cleaned up, at least one day in advance of the paint work being started.

15.33.3. Preparation of Surface - The surface shall be thoroughly cleaned and dusted off. All rust, dirt, scales, smoke splashes, mortar droppings and grease shall be thoroughly removed before painting is started. The prepared surface shall have received the approval of the engineer after inspection, before painting is commenced.

15.33.4. Application

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

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

15.33.4.3. Where so stipulated, the painting shall be done by spraying. Spray machine used be (a) high pressure (small air aperture) type, or (b) a low pressure (large air gap) type, depending on the nature and location of work to be carried out. Skilled and experienced workmen shall be employed to the requisite consistency by adding a suitable thinner.

15.33.4.4. Spraying should be done only when dry condition prevails. Each coat shall be allowed to dry out thoroughly and rubbed smooth before the next-coat is applied. This should be facilitated by thorough ventilation. Each one except the last coat, shall be lightly rubbed down with sand paper or fine pumice stone and cleaned off dust before the next coat is laid.

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

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

15.33.4.7. In painting doors and windows, the putty round the glass panes must also be painted but care must be taken to see that no paint stains etc. are left on the glass. Tops of shutters and surfaces in similar hidden locations shall not be left out in painting. However, bottom edge of the shutters where the painting is not practically possible, need not be done nor any deduction on this account will be done but two coats of primer of approved make shall be done on the bottom edge before fixing the shutters.

15.33.4.8. On painting steel work, special care shall be taken while painting over bolts, nuts, rivets overlaps etc.

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

15.33.5. Brushes and containers - After work, the brushes shall be completely cleaned of paint and linseed oil by rinsing with turpentine. A brush in which paint has dried up is ruined and shall on no account be used for painting work. The containers when not in use shall be kept closed and free from air so that paint does not thicken and also shall be kept safe from dust. When the paint has been used, the containers shall be washed with turpentine and wiped dry with soft clean cloth, so that they are clean, and can be used again.

15.33.6. Measurements

15.33.6.1. The length and breadth shall be measured correct to a cm. The area shall be calculated in sqm (correct to two places of decimal), except otherwise stated.

15.33.6.2. Small articles not exceeding 10 sq. decimeter (0.1 sqm) of painted surfaces where not in conjunction with similar painted work shall be enumerated.

15.33.6.3. Painting up to 10 cm in width or in girth and not in conjunction with similar painted work shall be given in running meters and shall include cutting to line where so required.

Note: Components of trusses, compound girders, stanchions, lattices and similar work shall, however, be given in sq. meters irrespective of the size or girth of members. Priming coat of painting shall be included in the work of fabrication.

15.33.6.4. In measuring painting, varnishing, oiling etc. of joinery and steel work etc. The coefficients as indicated in following tables shall be used to obtain the area payable. The coefficients shall be applied to the areas measured flat and not girthed.

Table 1 Equivalent plain areas of uneven surface

Sl. No.	Description of work	How measured	Multiplying coefficients
1	2	3	4
I.	Wood work doors, windows etc.		
1	Panelled or framed and braced doors, windows etc.	Measured flat (not girthed including)	1.30 (for each side)
2	Ledged and battened or ledged, battened and braced doors, windows etc.	Frame, edges chocks, cleats, etc. shall be deemed to be included in the item.	
3	Flush doors etc.	- do -	1.20 (for each side)
4	Part panelled and part glazed or gauzed doors, windows etc. (Excluding painting of wire gauze portion)	- do -	1.00 (for each side)
5	Fully glazed or gauged doors, windows etc. (Excluding painting of wire gauze portion)	- do -	0.80 (for each side)
6	Fully venetianed or louvered doors,	- do -	1.80 (for each windows etc. side)
7	Trellis work one way or two way	Measured flat overall, no deduction shall be made for	2 (for pain- ting all over)

		open spaces, supporting members shall not be measured separately	
8	Carved or enriched work	Measured flat	2 (for each side)
9	Weather boarding	Measured flat (not girthed supporting frame work shall not be measured separately)	1.20 (for each side)
10	Wood shingle roofing	Measured flat (not girthed)	1.10 (for each side)
11	Boarding with cover fillets and	Measured flat (not girthed)	1.05 (for each match boarding side)
12	Tile and slate battening	Measured flat overall no deductions shall be made for open spaces	0.80 (for painting all over)
II.	Steel Work Doors, Windows, etc.		
13	Plain sheeted steel doors or windows	Measured flat (not girthed including frame edges etc.)	1.10 (for each side)
14	Fully glazed or gauzed steel doors and windows (excluding painting of wire gauze portion)	- do -	0.50 (for each side)
	Partly panelled and partly glazed doors and windows (excluding painting of wire gauze portion)	- do -	0.80 (for each side)
16	Corrugated sheeted steel doors or windows	- do -	1.25 (for each side)
17	Collapsible gates	Measured flat	1.50 (for painting all over)
18	Rolling shutters of interlocked laths	Measured flat (size of opening) all over ; jamb guides, bottom rails and locking arrangement etc. shall be included in the item (top cover shall be measured separately)	1.10 (for each side)
III.	General		
19	Expanded metal, hard drawn steel Wire fabric of approved quality, grill works and gratings in guard Bars, balustrades, railing partitions and MS bars in windows frames	Measured flat overall, no deduction shall be made for open spaces; supporting members shall not be measured separately.	1 (for paint all over)
	Open palisade fencing and gates including standards, braces, rails stays etc. in timber or steel.	- do - (see note No. 12)	1 (for paint all over)

	Corrugated iron sheeting in roofs, side cladding etc.	- do – Measured flat (not girthed)	1.14 (for each side)
	AC semi-corrugated sheeting in roofs, side cladding etc.	- do -	1.20 (for each side)
	AC semi-corrugated sheeting in roofs, side cladding etc. or Nainital pattern using plain sheets	- do -	1.10 (for each side)
	Wire gauze shutters including painting of wire gauze.	- do-	1.00 (for each side)

Explanatory notes for Table 1:

- 1) Measurements for doors windows etc., shall be taken flat (and not girthed) over all including frames, where provided. Where frames are not provided, the shutter measurements shall be taken.
 - 2) Where doors, windows, etc., are of composite types other than those included in Table 1 the different portion shall be measured separately with their appropriate coefficients, the centre line of the common rail being taken as the dividing line between the two portions.
 - 3) The coefficients for door and windows shall apply irrespective of the size of frames and shutter members.
 - 4) In case steel frames are used the area of doors, windows shutters shall be measured flat excluding frames.
 - 5) When the two faces of a door, window etc. are to be treated with different specified finishes, measurable under separate items, the edges of frames and shutters shall be treated with the one or the other type of finish as ordered by the Engineer and measurement of this will be deemed to be included in the measurement of the face treated with that finish.
 - 6) In the case where shutters are fixed on both faces of the frames, the measurement for the door frame and shutter on one face shall be taken in the manner already described, while the additional shutter on the other face will be measured for the shutter only excluding the frame.
 - 7) Where shutters are provided with clearance at top or / and bottom each exceeding 15 cm height, such openings shall be deducted from the overall measurements and relevant coefficient shall be applied to obtain the area payable.
 - 8) Collapsible gates shall be measured for width from outside to outside of gate in its expanded position and for height from bottom to top of channel verticals. No separate measurements shall be taken for the top and bottom guide rails rollers, fittings etc.
 - 9) Coefficients for sliding doors shall be the same as for normal types of doors in the table. Measurements shall be taken outside to outside of shutters, and no separate measurements shall be taken for the painting guide rails, rollers, fittings, etc.
 - 10) Measurements of painting as above shall be deemed to include painting all iron fittings in the same or different shade for which no extra will be paid.
 - 11) The measurements of guard bars, expanded metal, hard drawn steel wire fabric of approved quality, grill work and gratings, when fixed in frame work, painting of which is once measured else where shall be taken exclusive of the frames. In other cases the measurements shall be taken inclusive of the frames.
 - 12) For painting open palisade fencing and gates etc., the height shall be measured from the bottom of the lowest rail, if the palisades do not go below it, (or from the lower end of the palisades, if they project below the lowest rail), up to the top of rails or palisades whichever are higher, but not up to the top of standards when the latter are higher than the top rails or the palisades.
- 15.33.6.5. Width of moulded work of all other kinds, as in hand rails, cornices, architraves shall be

measured by girth.

15.33.6.6. For trusses, compound girders, stanchions, lattice girders, and similar work, actual areas shall be measured in sq. meters and no extra shall be paid for painting on bolt heads, nuts, washers etc. even when they are picked out in a different tint to the adjacent work.

15.33.6.7. Painting of rain water, soil, waste, vent and water pipes etc. shall be measured in running metres of the particular diameter of the pipe concerned. Painting of specials such as bends, heads, branches, junctions, shoes, etc. shall be included in the length and no separate measurements shall be taken for those or for painting brackets, clamps etc.

15.33.6.8. Measurements of wall surfaces and wood and other work not referred to already shall be recorded as per actual.

15.33.6.9. Flag staffs, steel chimneys, aerial masts, spires and other each objects requiring special scaffolding shall be measured separately.

15.33.7. Precautions - All furnitures fixtures, glazing, floors, etc. shall be protected by covering and stains, smears, splashings, if any shall be removed and any damages done shall be made good by the contractor at his cost.

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

15.34. SPECIFICATIONS FOR PAINTING PRIMING COAT ON WOOD, IRON OR PLASTERED SURFACES

15.34.1. Primer

15.34.1.1. The primer for wood work, iron work or plastered surface shall be as specified in the description of item.

15.34.1.2. Primer for plaster / wood work/ Iron & Steel / Aluminium surfaces shall be as specified below:

S. No.	Surfaces	Primer to be used
1	Wood work (hard and soft wood)	Pink conforming to IS: 3536
2	Resinour wood and plywood	Aluminium primer conforming to IS: 3585
3	(A) Aluminium and light alloys	Zinc chromate primer conforming to IS: 104
	(B) Iron, Steel and Galvanized steel	Red Oxide Zinc chromate Primer conforming to IS: 2074
4	Cement / Concrete / RCC / Brick work, Plastered surfaces, asbestos surfaces to receive Oil bound distemper or paint finish	Cement primer conforming to IS: 109

15.34.1.3. The primer shall be ready mixed primer of approved brand and manufacture.

15.34.1.4. Where primer for wood work is specified to be mixed at site, it shall be prepared from a mixture of red lead, white lead and double boiled linseed oil in the ratio of 0.7 kg: 0.7 kg: 1 litre.

15.34.1.5. Where primer for steel work is specified to be mixed at site, it shall be prepared from a mixture of red lead, raw linseed oil and turpentine in the ratio of 2.8 kg: 1 litre: 1 litre.

15.34.1.6. The specifications for the base vehicle and thinner for mixed on site primer shall be as follows:

a) White lead - The White lead shall be pure and free from adulterants like barium sulphate and whiting. It shall conform to IS: 103-1962

b) Red lead - This shall be in powder form and shall be pure and free from adulterants like brick dust

etc. It shall conform to IS: 102-1962

c) Raw linseed oil - Raw linseed oil shall be lightly viscous but clear and of yellowish colour with light brown tinge. Its specific gravity at a temperature of 30 degree C shall be between 0.923 and 0.928.

Note - The oil shall be mellow and sweet to the taste with very little smell. The oil shall be of sufficiently matured quality. Oil turbid or thick, with acid and bitter taste and rancid odour and which remains sticky for a considerable time shall be rejected. The oil shall conform in all respects to IS: 75-1973. The oil shall be of approved brand and manufacture.

d) Double boiled linseed oil - This shall be more viscous than the raw oil, have a deeper colour and specific and specific gravity between 0.931 and 0.945 at a temperature of 30 degree C. It shall dry with a glossy surface. It shall conform in all respects to IS: 77-1976. The oil shall be of approved brand and manufacture.

e) Turpentine: Mineral turpentine i.e., petroleum distillate which has the same rate of evaporation as vegetable turpentine shall be used. It shall have no grease or other residue when allowed to evaporate. It shall conform to IS: 533-1998

15.34.1.7. All the above materials shall be of approved manufacture and brought to site in their original packing in sealed condition.

15.34.2. Preparation of Surface

15.34.2.1. Wooden Surface: The wood work to be painted shall be dry and free from moisture.

The surface shall be thoroughly cleaned. All unevenness shall be rubbed down smooth with sand paper and shall be well dusted. Knots if any, shall be covered with preparation of red lead made by grinding red lead in water and mixing with strong glue sized and used hot. Appropriate filler material conforming to IS: 345-1952 with same shade as paint shall be used where specified. The surface treated for knotting shall be dry before paint is applied. After obtaining approval of engineer for wood work, the priming coat shall be applied before the wood work is fixed in position. After the priming coat is applied, the holes and indentation on the surface shall be stopped with glazier's putty or wood putty respectively. Stopping shall not be done before the priming coat is applied as the wood will absorb the oil in stopping and the latter is therefore liable to crack.

15.34.2.2. Iron & Steel Surface - All rust and scales shall be removed by scrapping or by brushing with steel wire brushes. Hard skin of oxide formed on the surface of wrought iron during rolling which becomes loose by rusting, shall be removed.

All dust and dirt shall be thoroughly wiped away from the surface.

If the surface is wet, it shall be dried before priming coat is undertaken.

Plastered Surface - The surface shall ordinarily not be painted until it has dried completely. Trial patches of primer shall be laid at intervals and where drying is satisfactory, painting shall then be taken in hand. Before primer is applied, holes and undulations shall be filled up with plaster of paris and rubbed smooth.

15.34.2.3. Application - The primer shall be applied with brushes, worked well into the surface and spread even and smooth. The painting shall be done by crossing and laying off as described in 15.33.4

15.35.2. SPECIFICATION FOR PAINTING ON OLD SURFACE

The surface which has been painted earlier shall be considered.

15.35.2.1. Preparation of Surface

a) Wood work - If the old paint is sound and firm and its removal is considered unnecessary, the surface shall be rubbed down with pumice stone after it has been cleaned of all smoke and grease by washing with lime and rinsing with water and drying. All dust and loose paint shall be completely removed. The surface shall then be washed with soap and water.

If the old painted surface is blistered or flaked badly old paint shall be completely removed as

described and such removal shall be paid for separately. Holes and cracks if any shall be stopped with glazier's putty or wood putty conforming to IS: 419-1967. Further the painting itself shall be treated as on new surface and paid for, accordingly.

b) Iron and steel work - If the old paint is sound and firm and its removal is considered unnecessary, it shall be rubbed with wire brushes and any loosened paint taken off. All dust shall then be thoroughly wiped away. The surface shall then be wiped finally with mineral turpentine to remove grease and perspiration of hand marks etc. and then allowed to dry.

If the old painted surface is in bad condition and blistered and flaked, the old paint shall be completely removed and the surface prepared, as described. Such removal shall be paid for separately. The painting including the priming coat shall be treated as on new work and paid for accordingly.

c) Plastered surface - It shall be as specified for wood work. If before painting any portion of the wall shows signs of dampness, the causes shall be investigated and the damp surface shall be properly treated. Such treatment shall be paid for separately. A thin coat of white lead if so required shall be applied on the wet or patchy portion of the surface before painting is undertaken and this shall be paid extra.

15.35.2.2. Application - The specifications as described shall hold good as far as possible. The number of coats to be given shall be as stipulated in the description of the item.

The specifications described 15.3.3 shall hold good in so far as they are applicable.

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.

15.43. SPECIFICATIONS FOR PAINTING WITH ENAMEL PAINT

15.43.1. Enamel paint (conforming to is: 2933) of approved brand and manufacture and of the required colour shall be used.

For the under coat, the paint of same quality but of shade to suit that of the top coat shall be used.

15.43.2. Preparation of surface and application shall be as specified under 15.35 for painting on new surfaces or old surfaces, as the case may be.

15.43.3. Other details shall be as specified in 15.33 as far as applicable.

15.44. SPECIFICATIONS FOR PAINTING WITH SYNTHETIC ENAMEL PAINT

15.44.1. Synthetic enamel paint (conforming to IS: 2932) of approved brand and manufacture and of the required colour shall be used for the top coat and an undercoat of ordinary paint of shade to match the top coat as recommended by the same manufacturer shall be used.

15.44.2. Painting on new surface

15.44.2.1 Preparation of surface shall be as specified in 15.35.1.1(a) and (b) as the case may be.

15.44.2.2. Application: The number of coats including the undercoat shall be as stipulated in the item.

a) Under coat: One coat of the specified ordinary paint of shade suited to the shade of the top coat, shall be applied and allowed to dry overnight. It shall be rubbed next day with the finest grade of wet abrasive paper to ensure a smooth and even surface, free from brush marks and all loose particles dusted off.

b) Top coat: Top coats of synthetic enamel paint of desired shade shall be applied after the undercoat is thoroughly dry. Additional finishing coats shall be applied if found necessary to ensure properly uniform glossy surface.

15.44.2.3. Other details shall be as specified in 15.33 as far as they are applicable.

15.44.3. Painting on old surface

15.44.3.1. Preparation of surface - Where the existing paint is firm and sound it shall be cleaned of grease, smoke etc. and rubbed with sand paper to remove all loose particles dusted off. All patches and cracks shall then be treated with stopping and filler prepared with the specified paint. The surface shall again be rubbed and made smooth and uniform.

If the old paint is blistered and flaked it will be necessary to completely remove the same as described in 15.54. Such removal shall be paid for separately and the painting shall be treated as on new surface.

15.44.3.2. Painting - The number of coats as stipulated in the item shall be applied with synthetic enamel paint. Each coat shall be allowed to dry and rubbed down smooth with very fine wet abrasive paper, to get an even glossy surface. If however, the surface is not satisfactory additional coats as required shall be applied to get correct finish.

15.44.3.3. Other details shall be specified in 15.33 as far as they are applicable.

7. SPECIFICATIONS FOR BRICK WORK

6.2.1. **Classification** - The brick work shall be classified according to the class designation of bricks used.

6.2.2. **Mortar** - The mortar for the brick work shall be as specified, and conform to accepted standards. Lime shall not be used where reinforcement is provided in brickwork.

6.2.3. **Soaking of bricks** - Bricks shall be soaked in water before use for a period for the water to just penetrate the whole depth of the bricks. Alternatively bricks may be adequately soaked in stacks by profusely spraying with clean water at regular intervals for a period not less than six hours. The bricks required for masonry work using mud mortar shall not be soaked. When the bricks are soaked they shall be removed from the tank sufficiently early so that at the time of laying they are skin-dry. Such soaked bricks shall be stacked on a clean place where they are not again spoiled by dirt earth etc.

Note: 1. The period of soaking be easily found at site by a field test in which the bricks are soaked in water for extent of water penetration. The least period that corresponds to complete soaking will be the one to be allowed for in construction work.

Note: 2. If the bricks are soaked for the required time in water that is frequently changed the soluble salt in the bricks will be leached out, and subsequently efflorescence will be reduced.

6.2.4. Laying

6.2.4.1. Bricks shall be laid in English bond (fig.2.3.) unless otherwise specified. For brick work in half brick wall, bricks shall be laid in stretcher bond. Half or cut bricks shall not be used except as closer where necessary to complete the bond. Closers in such cases shall be cut to the required size and used near the ends of the wall. Header bond shall be used preferably in all courses in curved plan for ensuring better alignment.

Note: Header bond shall also be used in foundation footings unless thickness of walls (width of footing) makes the use of headers impracticable, where thickness of footing is uniform for a number of courses the top course of footing shall be headers.

6.2.4.2. All loose materials, dirt and set lumps of mortar which may be lying over the surface on which brick work is to be freshly started, shall be removed with a wire brush and surface wetted. Bricks shall be laid on a full bed of mortar when laying each brick shall, be properly bedded and set in position by gently pressing with the handle of a trowel. Its inside face shall be buttered with mortar before the next brick is laid and pressed against it. Joints shall be fully filled and packed with mortar such that no hollow spaces are left inside the joints.

6.2.4.3. The walls shall be taken up truly in plumb or true to the required batter where specified. All courses shall be laid truly horizontal and all vertical joints shall be truly vertical. Vertical joints in the alternate course shall come directly one over the other. Quoin, jambs and other angles shall be properly plumbed as the work proceeds. Care shall be taken to keep the propounds properly aligned within following maximum permissible tolerances:

(a) Deviation from vertical within a storey shall not exceed 6 mm per 3m height.

(b) Deviation in verticality in total height of any wall of building more than one storey in height shall not exceed 12.5. mm (c) Deviation from position shown on plan of any brickwork shall not exceed 12.5.

mm (d) Relative displacement between load bearing wall in adjacent storey intended to be vertical alignments all not exceed 6 mm. (e) A set of tools comprising of wooden straight edge, masonic spirit levels, square, 1 meter rule line and plumb shall be kept on the site of work for every 3 masons for every 3 masons for proper check during the progress of work.

6.2.4.4. All quoins shall be accurately contracted and the height of brick courses shall be kept uniform. This will be checked using graduated wooden straight edge or storey rod indicating height of each course including thickness of joints. The position of damp proof course, windowsills, bottom of lintels top of the wall etc, along the height of the wall shall be marked on the graduated straight edge or storey rod. Acute and obtuse quoins shall be bonded, where practicable in the same way as square quoins. Obtuse quoins shall be formed with squint showing three quarters brick on one face and quarter brick on the other.

6.2.4.5. The brickwork shall be built in uniform layers. **No part of the wall during its construction shall rise more than one meter above the general construction level.** Parts of wall left at different levels shall be raked back at an angle of 45 degrees or less with the horizontal. Tothing shall not be permitted as an alternative to raking back. For half brick partition to be keyed into main walls, indents shall be left in the main walls.

6.2.4.6. All pipe fittings and specials, spouts hold fasts and other fixtures which are required to be built into the walls shall be embedded, as specified in their correct position as the work proceeds unless otherwise directed by the engineer.

6.2.4.7. Top courses of all plinths, parapets, steps and top of walls below floor and roof slabs shall be laid with brick on edge, unless specified otherwise. Brick on edge laid in the top courses at corner of walls shall be properly radiated and keyed into position to form cut corners as shown in Fig. 4. Where bricks cannot be cut to the required shape to form cut corners, cement concrete 1:2:4 (1 cement: 2 coarse sand: 4 graded stone aggregate 20 mm nominal size) equal to thickness of course shall be provided in lieu of cut bricks.

6.2.4.8. Bricks shall be laid with frog (where provided) up. However, when top course is exposed bricks shall be laid with frog down. For the bricks to be laid with frog down, the frog shall be filled with mortar before placing the brick in position.

6.2.4.9. In case of walls one brick thick and under one face shall be kept even and in proper plane, which the other face may be slightly rough. In case of walls more than one brick thick, both the faces shall be kept even and in proper plane.

6.2.4.10. To facilitate taking service lines later without excessive cutting of completed work, sleeves (to be paid separately) shall be provided, where specified, while raising the brick work. Such sleeves in external walls shall be sloped down outward so as to avoid passage of water inside.

6.2.4.11. Top of the brickwork in coping and sills in external walls shall be slightly tilted. Where brick coping and sills are projecting beyond the face of the wall drip course/ throating (to be paid separately) shall be provided where indicated.

6.2.4.12. Care shall be taken during construction that edges of jambs sills and projections are not damaged in case of rain. New built work shall be covered with gunny bags or tarpaulin so as to prevent the mortar from being washed away. Damage if any, shall be made good to the satisfaction of the engineer.

6.2.4.13. Vertical reinforcement in the form of bars (MS or high strength deformed bars) considered necessary at the corners and junction of walls and jamb opening doors, windows etc., shall be encased with cement mortar not leaner than 1:4 (1 Cement 4 coarse sand) or cement concrete mix as specified. The reinforcement shall be suitably tied, properly embedded in the foundation and at roof level. The Dai of bars shall not be less than 8 mm and concrete grade shall be minimum 1:3:6 (1 cement 3 coarse sand: 6 graded stone aggregate 20 mm nominal size).

6.2.4.14. In retaining walls and the like where water is likely to accumulate weep holes, 50 to 75 mm square shall be provided at 2 m vertically and horizontally unless otherwise specified. The lowest weep hole shall be at about 30 cm above the ground level. All weep holes shall be surrounded by loose stones and shall have sufficient fall to drain of the water quickly.

(Note: Work of providing loose stone will be payable extra).

6.2.4.15. Work of cutting chases, where required to be made in the walls for housing G.I pipe, CI pipe or any other fixtures shall be carried out in various locations as per guidelines given below:

(a) Cutting of chases in one brick thick and above load bearing walls

(i) As far as possible services should be planned with the help of vertical chases. Horizontal chases should be avoided. (ii) The depths of vertical chases and horizontal chases shall not exceed one third and one sixth of the thickness of the masonry respectively. (iii) When narrow stretches of masonry (or short length of walls) such as between doors and windows, cannot be avoided they should not be pierced with openings for soil or waste pipes or possibility of load concentration such narrow lengths of walls shall be checked for stresses and high strength bricks in mortar or concrete walls provided if required. (iv) Horizontal chases when unavoidable should be located in the upper or lower one third or height of storey and not more than three chases should be permitted in any stretch of a wall. No. continuous horizontal chase shall exceed one meter in length. Where unavoidable stresses in the affected area should be checked and kept within the permissible limits. (v) Vertical chases should not be closer than 2 m in any stretch of a wall. These shall be kept away from bearings of beams and lintels. If unavoidable stresses in the affected area should be checked and kept within permissible limits, (vi) Masonry directly above a recess, if wider than 30 cm horizontal dimension should be supported on lintel. Holes in masonry may be provided upto 10 cm width and 30 cm height without any lintel. In the case of circular holes in the masonry, no lintel need be provided for holes upto 40 cm in diameter.

(b) Cutting of chases in half brick load bearing walls -

No chase shall be permitted in half brick load bearing walls and as such no recessed conduits and concealed pipes shall be provided with half thick load bearing walls.

(c) Cutting of chases in half brick non-load bearing wall - Services should be planned with the help of vertical chases. Horizontal chase should be provided only when unavoidable.

6.2.5. **Joints -** The thickness of all types of joints including brick wall joints shall be such that four course and three joints taken consecutively shall measure as follows:

(i) In case of modular bricks conforming to IS: 1077 specification for common burnt clay buildings bricks, equal to 39 cm. (ii) In case of non-modular bricks, it shall be equal to 31 cm.

Note: Specified thickness of joints shall be of 1 cm. Deviation from the specified thickness of all joints shall not exceed one – fifth of specified thickness.

6.2.5.1. **Finishing of joints -** The face of brickwork be finished flush or by pointing. In flush finishing either the face joints of mortar shall be worked out while still green to give a finished surface flush with the face of the brick work or the joints shall be squarely raked out to a depth of 1 cm while the mortar is still green for subsequently plastering. The faces of brickwork shall be cleaned with wire brush so as to remove any splashes of mortar during the course of raising the brickwork. In pointing the joints shall be squarely raked out to a depth of 1.5 cm while the mortar is still green and raked joints shall be brushed to remove dust and loose particles and well wetted and shall be later refilled with mortar to give ruled finish some such finishes are "flush" " weathered" "ruled" etc.,

6.2.6. **Curing** - The brickwork shall be constantly kept moist on all faces for a minimum period of seven days. Brickwork done during the day shall be suitably marked indicating the date on which the work is done so as to keep a watch on the curing period.

6.2.7. **Scaffolding** - Scaffolding shall be strong to withstand all dead, live and impact loads, which are likely to come on them. Scaffolding shall be provided to allow easy approach to every part of the work.

6.2.7.1. **Single scaffolding** - Where plastering pointing or any finishing has been indicated for brickwork single scaffolding may be provided unless otherwise specified. In single scaffolding one end of the put-logs / pole shall rest in the hole provided in the header course of brick masonry. Not more than one header for each put-log / pole rest in the hole provided in the header course of brick masonry. Not more than one header for each put-log / pole shall be left out. Such holes shall not be allowed in the case of pillars, brick work less than one metre in length between the openings or near the skewbacks of arches or immediately under or near the structural member supported by the walls. The holes for putlogs / poles shall be made good with brickwork and wall finishing as specified.

6.2.7.2. **Double Scaffolding** - Where the brick work or tile work is to be exposed and not to be finished with plastering etc., double scaffolding having two independent supports clear of the work, shall be provided.

6.2.8. Measurements

6.2.8.1. Brickwork shall be measured in cubic meters unless otherwise specified. Any extra work over the specified dimensions shall be ignored. Dimensions shall be measured correct to the nearest 0.01-m i.e. 1 cm. Areas shall be calculated to the nearest 0.01 sq.mtrs and the cubic contents shall be worked out to the nearest 0.01 cubic meters.

6.2.8.2. Brickwork shall be measured separately in the following stages

- (a) From foundation to floor one level (Plinth level)
- (b) Plinth (floor one) level to floor two level
- (c) Between two specified floor levels above floor two level

Note: (1) Brick work in parapet walls, mummy, lift machine room and water tanks constructed on the roof upto 1.2 m height above roof shall be measured together with the corresponding work of the floor next below.

6.2.8.3. No deductions or additions shall be done and no extra payment made for the following:

Note: Where minimum area is defined for deduction of an opening or void or both such areas shall refer only to opening or void the space measured.

- a) Ends of dissimilar materials (that is, joints beams, lintels, posts, girders, rafters, purlins trusses, corbels, steps etc.,) up to 0.1 m² in section.
- b) Opening up to 0.1.m² in area (see Note)
- c) Wall plates, bed plates and bearing of slabs chejjas and the like, where thickness does not exceed 10 cm and bearing does not extend over the full thickness of wall:
- d) Cement concrete blocks as for holdfasts and holding down bolts:
- e) Iron fixtures such as wall ties pipes upto 300 mm diameter and hold fasts for doors and windows;
- and f) Chases of section not exceeding 50 cm in girth g) Bearing portion drip course bearing of moulding and cornice.

Note: In calculating area of an opening any separate lintel or sills shall be included with the size of the opening but end portions of lintel shall be excluded. Extra width of rebated reveals, if any shall also be excluded.

6.2.8.4. Walls half brick and less shall each be measured separately in square meters stating thickness.

6.2.8.5. Walls beyond half brick thickness shall be measured in multiples of half brick, which shall be

deemed to be inclusive of mortar joints for the sizes of bricks specified in 6.1.1. half brick thickness shall mean 100 mm for modular and 115 mm for non – modular bricks.

Where fractions of half brick occur due to architectural or other reasons, measurement shall be as follows: a) upto 1/4th brick – actual measurements and b) exceeding ¼ brick- full half bricks.

6.2.8.6. String courses, projecting pilasters, aprons sills and other projections shall be fully described and measure separately in running meters stating dimensions of each projection.

6.2.8.7. Square or rectangular pillars shall be measured separately in cubic meters in multiple of half brick.

6.2.8.8. Circular pillars shall be measured separately in cubic meters as per actual dimensions.

6.2.8.9. Brick work curved on plan shall be measured like the brick in straight walls and shall include all cutting and wastage of bricks tapered, vertical joints and use of extra mortar, if any. Brick work curved on plan to a mean radius not exceeding six meters shall be measured separately and extra shall be payable over the rates for brick work in straight walls. Nothing extra shall be payable if the mean radius of the brickwork curved in plan exceeds six meters.

6.2.8.10. Tapered walls shall be measured net as walls and extra payment shall be allowed for making tapered surface for brickwork in walls.

6.2.8.11. Brick work with brick tiles shall be measured and paid for separately.

6.2.9. Rate - The rate shall include the cost of materials and labour required for all the operations described above except the vertical reinforcement and its encasement in cement mortar or cement concrete the rate shall also include the following:

- a) Raking out joints or finishing joints flush as the work proceeds;
- b) Preparing tops of existing walls and the like for raising further new brick work.
- c) Rough cutting and waste for forming gables splays at eaves and the like.
- d) Leaving holes for pipes upto 150 mm dia and encasing hold fasts etc.
- e) Rough cutting and waste for brick work curved in plan and for backing to stone or other types of facing.
- f) Embedding in ends of beams, joints slabs, lintels, sills, trusses etc.
- g) Bedding wall plates lintels, sills, roof tiles corrugated sheets etc in or on walls if not covered in respective items and
- h) Leaving chases of section not exceeding 50 cm in girth or 350 sq in cross-section.
- l) Brick on edge courses, cut brick corners, splays reveal, cavity walls, brick works, curved on plan to a mean radius exceeding six meters.

8. SPECIFICATIONS FOR DOOR, WINDOW AND VENTILATOR FRAMES

9.33.1. Timber for door, window and ventilators frames shall be as specified. Timber shall be sawn in the direction of the grains. All members of a frame shall be of the same species of timber and shall be straight without warp or blow. Frames shall have smooth, well-planed (wrought) surfaces except the surfaces touching the walls, lintels, sill etc., which may be left clean sawn. Rebates, rounding or moulding shall be done before the members are jointed into frames. The depth of the rebate for housing the shutters shall be 15 mm, and the width of the rebates shall be equal to the thickness of the shutters. A tolerance of +/- 3 mm and 2 mm shall be permitted in the specified finished dimensions of timber sections in frames.

9.33.2. **Joints** - The frames shall have dovetail joints Fig. 1. The Jamb posts shall be through tenoned in to the mortise of the transoms to the full thickness of the transoms and the thickness of the tenon shall be not less than 2.5 cm. The tenons shall closely fit into the mortise without any wedging or filling. The contact surface of tenon and mortise before putting together shall be glued with polyvinyl acetate dispersion based adhesive conforming to IS: 4835 or adhesive conforming the WBP or MR grade of IS: 851 and pinned with 10 mm dia hard wood dowels, or bamboo pins or star shaped

metal pins. The joints shall be at right angles when checked from the inside surfaces of the respective members. The joints shall be pressed in position. Each assembled door frame shall be fitted with a temporary stretcher and a temporary diagonal brace on the rebated faces.

9.33.3. **Fixing of frames** - The frames shall be got inspected approved by the engineer before being pinned, oiled or otherwise treated and before fixing in position. The surface of the frames abutting masonry or concrete and the portions of the frames embedded in floors shall be given a coating of coal tar. Frames shall be fixed to the abutting masonry or concrete with hold fasts or metallic fasteners as specified. After fixing, the jamb posts of the frames shall be plugged suitably and finished neat. Vertical members of the door frames shall be embedded in the floor for the full thickness of the floor finish and shall be warping during construction. A minimum of three hold fasts shall be fixed on each side of door and window frames one at centre point and other two at 30 cm from the top and bottom of the frames. In case of window and ventilator frames of less than 1 m in height two hold fasts shall be fixed on each side at quarter point of the frames. Hold fasts and metallic fasteners shall be measured and paid for separately.

9.33.4. **Measurements** - Wood work wrought, framed and fixed shall be measured for finished dimension without any allowance for the wastage or for dimensions beyond specified dimension without any allowance for the wastage or for dimension beyond specified dimensions. However, in case of members having mouldings, roundings or rebates and members of circular or varying sections, finished dimensions shall be taken as the sides of the smallest square or rectangle from which such a section can be cut. Length of each member shall be measured over all to the nearest cm so as to include projection for tenons. Width and thickness shall be measured to the nearest mm and the quantity shall be worked out in unit of 10 cubic decimetre in whole numbers.

9.33.5. **Rate** - The rate shall include the cost of material and labour involved in all the operational described above except the hold fasts or metallic fasteners which will be paid for separately.

9. PANELLED GLAZED OR PANELLED AND GLAZED SHUTTERS

9.34.1. Paneled or glazed shutters for doors, windows, ventilators and cupboards shall be constructed in the form of timber frame work of stiles and rails with panel inserts of timber, plywood, block board, veneered particle board, fibre board wire gauze or sheet glass. The shutters, single or multi-paneled, as shown in the drawings or as directed by the engineer. Timber for frame work, material for panel inserts and thickness of shutters shall be as specified. All members of the shutters shall be straight without any warp or bow and shall have smooth well planed face at right angles to each other. Any warp or bow shall not exceed 1.5 mm. The right angle for the shutter shall be checked by measuring the diagonals and the difference between the two diagonals should not be more than +/- 3 mm.

9.34.2. **Frame work** - Timber for stiles and rails shall be of the same species and shall be sawn in the directions of grains. Sawing shall be truly straight and square. The timber shall be planed smooth and accurate to the required dimensions. The stiles and rails shall be joined to each other by plain or haunched mortise and tenon joints and the rails shall be inserted 25 mm short of the width of the stiles. The bottom rails shall have double tenon joints and for other rails single tenon joints shall be provided. The lock rails of door shutter shall have its centre line at a height of 800 mm from the bottom of the shutters unless otherwise specified. The thickness of each tenon shall be approximately one-third the finished thickness of the members and the width of each tenon shall not exceed three times its thickness.

9.34.3. **Gluing of joints** - The contact surfaces of tenon and mortise shall be treated, before putting together, with bulk type synthetic resin adhesive conforming to IS: 851 suitable for construction in wood or synthetic resin adhesive (Phenolic and aminoplastic) conforming to IS: 848 or polyvinyl acetate dispersion based adhesive conforming to IS: 4835 and pinned with 10 mm dia hardwood

dowels or bamboo pins or star shaped metal pins ; after the frames are put together and pressed in position by means of press.

Stiles and bottom rail shall be made out of one piece of timber only. Intermediate rail exceeding 200 mm in width may be out of one or more pieces of timber. The width of each piece shall be not less than 75 mm. Where more than one piece of timber is used for rails, they shall be joined with a continuous tongued and grooved joint glued together and reinforced with metal dowels at regular intervals not exceeding 200 mm.

Dimensions of components of frame work

Sl.No.	Description	Width mm	Thickness mm	
A. Door shutters				
a.	Stile, top and free rail	100	35 or	40
b.	Lock rail	150	35 or	40
c.	Bottom rail	200	35 or	40
d.	Muntin	100	35 or	40
e.	Glazing bar	40	35 or	40
B. Window, ventilator & cupboard shutters				
a.	Stile, top and freeze rail	80	20, 25 or	30
b.	Bottom rail	80	20, 25 or	30
c.	Muntin	60	20, 25 or	30
d.	Glazing bar	40	20, 25 or	30

Muntin and glazing bars where required shall be sub-tenoned to the maximum depth which the size of the member would permit or to a depth of 25 mm whichever is less. Unless otherwise specified the finished dimensions of the components of frame works of shutters shall be as given in Table 7. Tolerance on widths of stiles and rails shall be +/- 3 mm. The thickness of all components of frame work shall be the same as the thickness of the shutter. Tolerance on over all dimensions of the shutter shall be +/- 3 mm.

9.34.4. **Rebating** - The shutters shall be single-leaf or double leaved as shown in the drawings or as directed by the engineer. In case of double leaved shutters, the meeting of the stiles shall be rebated by one-third the thickness of the shutter. The rebating shall be either sprayed or square type as shown in Fig. 2.

9.34.5. **Paneling** - The panel inserts shall be either framed into the grooves or housed in the rebate of stiles and rails. Timber, plywood, hard board and particle board panels shall be fixed only with grooves. The depth of the groove shall be 12 mm and its width shall accommodate the panel inserts such that the faces are closely fitted to the sides of the groove. Panel inserts shall be framed into the grooves of stiles and rails to the full depth of the groove leaving on space of 1.5 mm. Width and depth of the rebate shall be equal to half of the thickness of stiles and rails. Glass panels, asbestos panels wire gauze panels and panel inserts of cupboard shutters shall be housed in the rebates of stiles and rails.

9.34.6. **Timber panels** - Timber panels shall be preferably made of timber of large width; the minimum width and thickness of the panel shall be 150 mm, and 15 mm respectively. When made from more than one piece, the pieces shall be jointed with a continuous tongued and grooved joint glued together and reinforced with headless nails at regular intervals not exceeding 100 mm. Depth and thickness of such joint shall be equal to one-third of thickness of panel. The panels shall be designed such that no single panel exceeds 0.5 square metres in area. The grains of timber panels shall run along the longer dimensions of the panels. All panels shall be of the same species of timber unless otherwise specified.

9.34.7. **Plywood panels** - Plywood panels used for paneling of shutters shall be BWP type or grade as specified in 9.2.8. Each panel shall be a single piece of thickness, 9 mm for two or more panel construction and 12 mm for single panel construction unless otherwise specified.

9.34.8. **Block board panels** - Block Board used for paneling of shutters shall be Grade 1 (Exterior Grade) bonded with BWP Type Synthetic resin adhesives as specified. Each panel shall be a single piece of thickness 12 mm unless otherwise specified.

9.34.9. **Veneered particle board panels** - Veneered Particle board used for paneling of shutters shall be Exterior Grade bonded with BWP type synthetic resin adhesive as specified. Each panel shall be a single piece of thickness 12 mm unless otherwise specified.

9.34.10. **Fibre board panels** - Fibre board used for paneling of shutters shall be Exterior Grade bonded with BWP type synthetic resin adhesive as specified. Each fibre board panel shall be a single piece of thickness 10 mm unless otherwise specified.

9.34.11. **Wire gauze panels** - Wire Gauze used for paneling of shutters shall be woven with 0.63 mm dia galvanised mild steel wire to form average aperture size of 1.40 mm as specified. Wire gauze shall be securely housed into the rebates of stiles and rails by giving right angles bend turned back and fixed by means of suitable staples at intervals of 75 mm and over this wooden beading shall be fixed. The space between the rebate and the beading shall be fixed with putty to give a neat finish. Each wire gauze panel shall be as single piece, and the panels shall be so designed that no single panels exceeds 0.5 sqm in area. However, care shall be taken to prevent sagging of wire gauge, of panel by providing and fixing 20 x 20 mm square or equivalent beading on the external face in the required patterns as decided by the engineer.

10. RELEVANT BIS CODE FOR TECHNICAL SPECIFICATION

S. No.	IS Code	Description
<u>E. PLASTERING AND POINTING</u>		
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.
<u>F. PAINTING</u>		
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, rods 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) (3 rd Revision) (Amendment 2)
2	651-1992	Specification for salt glazed stoneware pipes and fittings(5 th revision)
3	1726-1991	Specification for cast iron manhole covers and frames(3 rd revision)
4	1729-2002	Specification for sand cast iron spigot and socket soil waste and ventilating pipes, fitting and accessories1 st revision) (Amendments 4) (Reaffirmed 19

CONCRETE WORK --- LIST OF BUREAU OF INDIAN STANDARDS

SI No	IS No.	Subject
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1	306-1983	Tin bronze ingots and castings (3 rd revision) Reaffirmed 1993.
2	383-1970	Coarse and fine aggregate from Natural source for concrete (2 nd revision) Reaffirmed 1990.
3	456-2000	Code of practice for plain and reinforced concrete (3 rd 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). (3 rd revision) (Amendments 2) Reaffirmed 1991.
7	1322-1993	Bitumen felt for water proofing and damp proofing (4 th revision) (previously 13220-1982)
8	1791-1985	Batch type concrete mixers. (2 nd 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 bulking – Reaffirmed 1990.I 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. (1 st revision) Reaffirmed 1990.
12	2645-1975	Integral cement water proofing components (1 st revision) (Amendments 1) Reaffirmed 1992.
13	2686-1977	Cinder as fine aggregate for use in lime concrete (1 st revision) (Amendments 1) Reaffirmed 1992.
14	3068-1986	Broken burnt (clay) coarse aggregate for use in lime concrete. (2 nd revision) Reaffirmed 1991.
15	3812-1981	Flyash for use as pozzolana and admixtures (1 st revision) Reaffirmed 1992.
16	4643-1984	Section wrenches for fire bridge use (1 st 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)

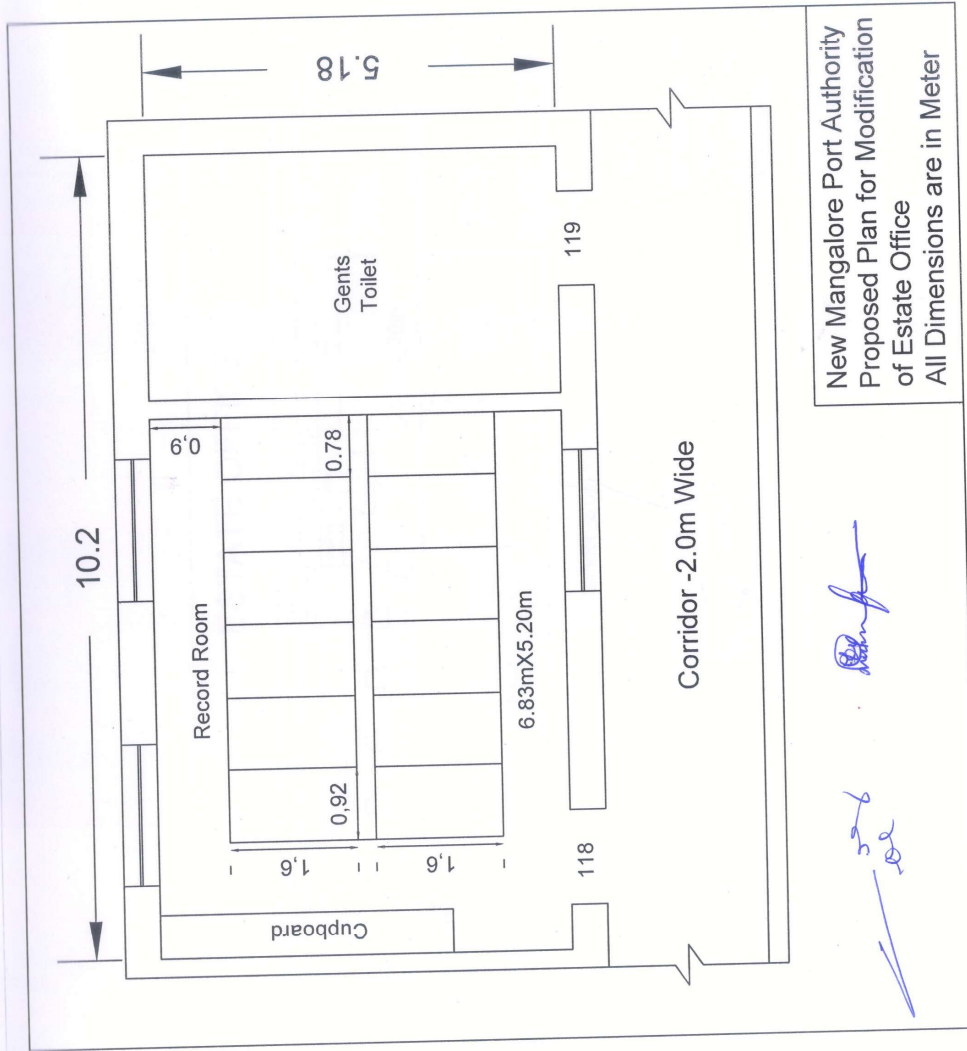
IS: 737-1986	Wrought aluminium and aluminium alloy, steel and strip for general engineering purpose. (3rd Revision)
IS: 1121-(Part I) 1974	Methods of test for determination of properties and strengths of Natural building stones (Part I-compressive strength). (1st Revision) (Amendment I)
IS: 1122-1974	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	2/420/Mtc-I/01	LOCATION PLAN
2	2/420/Mtc -I/02	PLAN OF DOOR No. 118 & 119
3	2/420/Mtc -I/03	PLAN



New Mangalore Port Authority
Proposed Plan for Modification
of Estate Office
All Dimensions are in Meter

[Handwritten signature]

[Handwritten initials]



NEW MANGALORE PORT AUTHORITY
Panambur, Mangalore

**“Upgradation of Estate Office / AEM Gr.I Chamber at
NMPA.”**

TENDER DOCUMENT

Volume - III

BILL OF QUANTITIES

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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 taxes if any excluding GST including 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) Taxes if on the transfer of property in goods in the execution of works, other than GST, 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, centimeter or millimeter 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 cutting, weldinglaps, 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 / MTR :	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

ii) BILL OF QUANTITIES

NAME OF WORK : Upgration of Estate Office/ AEM Gr.I Chamber at NMPA.					
Item No.	DESCRIPTION OF ITEM	QTY	UNIT	RATE IN figures	AMOUNT (Rs. Ps.)
1	Removing, shifting and refixing of the existing wooden/plywood cupboards mounted on walls by using the available, materials including cost of removing, resetting etc as directed by the Department.	10.40	SQMT	279.40	2,905.76
2	KSRRB M200-12.1. Dismantling of existing structures like culverts, bridges, retaining walls and other structure comprising of masonry, cement concrete, wood work, steel work, including T&P and scaffolding wherever necessary, sorting the dismantled material, disposal of unserviceable material and stacking the serviceable material with all lifts complete as per specifications. By Manual Means: A., cement concrete grade M-10 and below. MORTH Specification No. 202	5.00	cum	454.00	2,270.00
3	Construction of laterite size stone masonry in CM 1:6 using available stone cuing etc., complete as per specification. I.S.3620/1979 having compressive strength not less than 3.5N/mm ² for saturated dry samples. FOR SUPER STRUCTURE (Cement = 45 kg)	0.20	cum	3155.00	631.00
4	KSRRB 15.3: Providing 12mm thick cement plaster in single	100.00	Sqm	212.00	21,200.00

	coat with cement mortar to brick masonry including rounding off corners wherever required smooth endering, Providing and removing scaffolding, including cost of materials, labour, curing complete as per specifications. with cement mortar 1:3				
5	8.51 Providing and applying white cement based putty of average thickness 1 mm, of approved brand and manufacturer, over the plastered wall surface to prepare the surface even and smooth complete as per specifications and as per directions of Engineer in charge.	375.00	Sqm	83.00	31,125.00
6	Providing and fixing aluminium work for doors, windows, ventilators and partitions with extruded built up standard tubular sections/ appropriate sections and other sections of approved make conforming to IS: 733 and IS:1285, fixing with dash fasteners of required dia and size, including necessary filling up the gaps at junctions, i.e. at top, bottom and sides with required EPDM rubber/ neoprene gasket etc. Aluminium sections shall be smooth, rust free, straight, mitred and jointed fasteners to be paid for separately) :For shutters of doors, windows & ventilators including providing and fixing hinges/ pivots and making provision for fixing of fittings wherever required including the cost of	168.00	Kgs	455.00	76,440.00

	EPDM rubber / neoprene gasket required (Fittings shall be paid for separately) Powder coated aluminium (minimum thickness of powder coating 50 micron) including cost of materials, labour, usage charges of machinery complete as per specifications.				
7	Providing and fixing 12 mm thick prelaminated particle board flat pressed three layer or graded wood particle board conforming to IS: 12823 Grade I Type II, in panelling fixed in aluminum doors, windows shutters and partition frames with C.P. brass / stainless steel screws etc. complete as per architectural drawings and directions of engineering-charge: Pre-laminated particle board with decorative lamination on both sides including cost of materials, labour, usage charges of machinery complete as per specifications and as per directions of the Engineer-in-Charge.	71.00	SQMT	788.00	55,948.00
8	Providing of fixtures like door Pivot , lock , handle and door closer including cost of transportation and overhead charges including cost of fitting charges and any removal of shutters or easing of shutters etc. complete..	1.00	Job	17,193.00	17,193.00
9	Wall painting with acrylic emulsion paint of approved brand and manufacture to give an even shade :Two coats on new work after thoroughly brooming the surface to remove all dirt,	70.00	SQMT	95.00	6,650.00

	dust, mortar drops and foreign matter including preparing the surface even and sand paper smooth, cost of materials, labour complete as per specifications and as per directions of Engineer-in-charge.				
10	Providing and applying painting in two coats with luxury plastic emulsion or equivalent paint over a coat of primer of approved brand on wall surface to give an even approved 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.do-	375.00	SQMT	157.93	59,223.75
11	Providing and laying vitrified floor tiles in different sizes (thickness to be specified by the manufacturer) with water absorption less than 0.08% and conforming to IS: 15622, of approved make, in all colours and shades, laid on 20mm thick cement mortar 1:4 (1 cement: 4 coarse sand), jointing with grey cement slurry @ 3.3 kg/ m2 including grouting the joints with white cement and matching pigments etc., complete.	10.00	SQMT	1098.00	10,980.00
12	Dismantling the Concrete plank shelves with 20/12mm thick (CONCORD MAKE) with steel fabricated structure, teak wood finish, including cost of transportation, fixing, cutting, wall painting inside shelves, Tools & plants and	19.00	Sqm	708.40	13,459.60

	all other incidental charges etc. complete as directed by the Department (Electricity will supplied free of cost)				
13	Providing and fixing Double track window shutter with 9mm thick particle board sides all-round fixed with 63.1x38.5mm aluminium partition section with colour powder coated section, including cost of transportation, fixing, cutting, wall painting inside shelves, Tools & plants and all other incidental charges etc. complete as directed by the Department	0.23	Sqm	3,283.50	755.21
14	Providing Brick work with common burnt clay machine moulded perforated bricks of class designation 5.0 conforming to IS: 2222 in superstructure above plinth level in cement mortar 1:6 (1 cement : 6 coarse sand) With Non modular bricks including cost of all materials, labour, scaffolding and usage charges of machinery & other incidental charges complete as per the direction of engineer in charge of work	1.00	CUM	8,919.00	8,919.00
15	Shifting and re shifting office furniture's like steel cupboards, tables, chairs & racks carefully without damaging by supplying labours, including cost of transportation, fixing, cutting, wall painting inside shelves, Tools & plants and all other incidental charges etc. complete as directed by the Department	3.00	Oper	2,833.60	8,500.80

16	Providing and fixing of wall cladding using 20mm thick gang saw water cut Shiva gold granite, grey granite in CM 1:3 (1 cement: 3 coarse sand) proportion cut to required shape, pattern with paper joints, finished with cement mortal using white cement and colour pigments to match the colour of slab making through jointing with sealant, making holes 25mmx12mm grooves in joints including cost of all materials, mortar, labour, curing etc., complete.	50.00	Sqm	3073.00	1,53,650.00
17	Providing & fixing of 12mm toughened Glass for entrance door and window including cost of glass making holes , cutting , hard ware and fixtures , logistics , handles all fixtures , handling charges, transporting and installation charges , labour charges , tools and plants charges, floor mount hydraulic door closure and all other incidental charges etc. complete.	8.00	Sqm	10,895.93	87,167.41
18	Providing & fixing 10 mm thick plaster of Paris (gypsum anhydrous) ceiling up to a height of 5 m above floor level, over first class kail wood strips 25x6 mm with 10 mm gap in between and reinforced with rabbit wire mesh fixed to wooden frame Curved surfaces.	142.00	Sqm	1,348.00	1,91,416.00
19	Providing and fixing vertical blind (fibre/PVC) curtain with all necessary fittings , including cost of material, tools & plants fixing charges, transportation charges and	35.00	Sqmt	1,856.79	64,987.65

	all other incidental charges etc. complete etc., complete as per specification.				
20	Providing edge moulding to 18mm thick Granite stone counters, vanities etc including machine polishing to edge to give high gloss finish etc. complete as per design approved by Engineer-in-charge.	65.00	Rm	269.00	17,485.00
21	Providing Teak wood frames of doors, windows, clerestory windows, ventilators and other frames, wrought, framed or assembled including making plaster groves (excluding cost of cement concrete and side clamps), but including cost of materials, labour, usage charges complete as per specifications	0.40	Cum	2,35,649	94,259.60
22	Providing and fixing in position Teak wood half panelled shutters at bottom and half glazed at top for window shutters with stiles and rails of 35mm. thick, 75mm wide in two halves with panels of 25mm thick, 3mm thick reeded glass for top panels fixed with wooden beading including cost of materials, labour charges, usage charges complete as per specifications. (excluding cost of fixtures)	6.00	sqm	8,303.00	49,818.00
23	Painting with synthetic enamel paint of approved brand and manufacture of required colour to give an even shade: One coats on old work as per specifications and as per directions of Engineer in charge.	20.00	sqm	59.00	1,180.00

24	Providing and fixing 16 mm M.S. Fan clamps of standard shape and size in existing R.C.C. slab, including cutting chase, anchoring clamp to reinforcement bar, including cleaning, refilling, making good the chase with matching concrete, plastering and painting the exposed portion of the clamps complete.	10.00	each	3,641.00	36,410.00
25	Providing 10mm Asbestos plain sheet for the existing Partition as partition wall to existing aluminium partition on the southern side of estate office including cost of fixing , materials , transportation etc. complete	19.00	Sqm	367.03	6,973.60
26	Providing & fixing of glass sticker (etching frost) on glass including cost of materials, transportation, fixing cost, HOM and labour, etc. complete as directed by Engineer in Charge.	8.00	Sqm	618.70	4,949.60
Total Rs.					10,24,497.98
Excess / Less (In percentage in two decimals)					
Quoted amount in Figures Rs.					

(Quoted amount - Rupees

Note:

- 1) GST as applicable will be paid separately in the Tax invoice.
- 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
The Chairman
New Mangalore Port Trust
Panambur
Mangalore - 575 010

Gentlemen,

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 _____ 201____
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

ROYALTY

(See sub rule (1) of Rule 36)

SI. 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 m ³ 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 or Rs.1,500 per m ³ 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 advalorem basis or Rs.1,500 per m ³ 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 per MT
	(ii) Pink and Red Granites, Gneisses and their structural varieties (other than Ilkal Pink Variety)	15% of Sale Value or Average Selling Price on advalorem basis or Rs.1,800 per m ³ which is higher	Rs.600 per MT	Rs.350 per MT
	C) Grey and White Granites and their varieties:	15% of Sale Value or of Average Selling		

	(i) Very fine grained Grey granite (Siragrey Variety) Price on Chintanmi, Siddlaghatta of Chikkaballapura District Hoskote of Bangalore District.	Price on advalorem basis or Rs.1,350 per m ³ which is higher.	Rs.500 per MT	Rs.350 per MT
	(ii) Grey and white granites and textural varieties having shades of grey, black and white colours (other than (i) above) Entire State.	15% of Sale Value or of Average Selling Price on advalorem basis or Rs.1,050 per m ³ 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 m ³ 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 m ³ 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 m ³ which is higher.	Rs.900 per MT	
4	Marble and Crystalline Limestone as ornamental Stone-Entire State	15% of Sale Value or of Average Selling Price on advalorem basis or Rs.1800 per m ³ 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 not exceed 20% of permit issued For	Rs.60 per MT	Rs.70 per MT	

	Fullers Earth		
8	Limestone under the title "Shahabad Stone"	Rs.70 per 10 Sqmeters or Rs.70 per MT	Rs.50 per 10 Sqmeters 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 defined under clause(g) of Rule2(1))	Rs.60 per MT	Rs.70 per MT
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)Murrum (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 ii) Processed	8% of average selling price or of sale value whichever is higher on ad-valorem basis. 12% of average selling price or of sale value whichever is higher on ad-valorem basis	80 Per MT 600 per MT
24	Corundum	12% of average selling price 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	100 per MT

		whichever is higher on ad-valorem basis	
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 time) ii) For use as building stone (below threshold value as specified by IBM)	Rs.60 per MT	160 per MT 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 household articles)	18% of average selling price or of sale value whichever is higher	200perMT

		on ad-valorem basis	
	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.

As per order of Deputy Director mines and Geological department dated 11-11-2021. The prevailing rates as per the updated order of the Geological Department during the course of the project will be applicable.

Note: 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 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 will be deducted at 5 times the royalty charges from the contractor's bills as per prevailing orders issued by the Authority.

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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