

ESS VEE APARTMENTS

SECTOR - 20, PANCHKULA, HARYANA.

TENDER DOCUMENTS

FOR THE CONSTRUCTION OF RCC STRUCTURE WITH BRICK WORK OF ESS VEE APARTMENTS (PHASE-2), SECTOR - 20, PANCHKULA, HARYANA.

Estimated cost: Rs.31,00,00,000/- (Rs Thirty one crores only).

Earnest Money Deposit: Rs.10,00,000/- (Rs Ten lacs only).

Time Limit: Fifteen months.

Issued to:

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PROMOTED, DEVELOPED & MARKETED BY



SAMAR ESTATES PVT. LTD.

A Company of Ess Vee Group & An ISO 9001 Certified Company
Committed to provide decent HOMES & giving value for money

**CONSTRUCTION OF RCC STRUCTURE WITH BRICK WORK OF ESS
VEE APARTMENTS (PHASE-2), SECTOR-20, PANCHKULA, HARYANA.**

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SAMAR ESTATES PVT. LTD.

Site Office: Ess Vee Apartments, Sector-20, Panchkula, Haryana.

TENDER NOTICE

Samar Estates Pvt Ltd, are promoting & developing Group Housing Project consisting of about 786 Luxurious Apartments, Structurally Safe, Aesthetically Designed, Tastefully Furnished, Fully Air Conditioned with well designed Cup Boards, Modular Kitchen and full Power Back Up at reasonable price, in the name & style of **Ess Vee Apartments**, on plot area of about fifteen acres (Pocket-A), Ideally Located within HUDA's fully developed Sector-20 abutting National Highway-22, Panchkula, Haryana. **Ess Vee** derives its name from the name of **Lord Sidhi Vinayak** i.e. Shri Ganesh Ji, the God, whose invocation is believed to ensure resounding success for any venture. **Ess Vee Group** has already managed the execution of more than ten Group Housing Societies in Sector-20, Panchkula itself in addition to various other projects.

The Promoter / Developer Company having very sound & stable financial base with prompt payments, invites sealed Item Rate Tenders from reputed civil contractors having experience of execution of multi storey residential buildings alongwith detailed credentials containing List of Works Executed & Being Executed, Qualified Key Personnel, Tools, Plant & Machinery, Sales Tax No, Solvency Certificate, Attested Copy of PAN Card, Financial Capacity and Performance Certificates in Two Envelop System for the following work....

Name of Work	Estimated cost	Earnest Money Deposit	Completion Period
Construction of RCC Structure with Brick Work of Ess Vee Apartments (Phase-2), Sector-20, Panchkula, Haryana.	Rs.31 Crores	Rs.10 lacs	Fifteen Months

Notes:

- 1 The Tender Documents can be purchased from the Site Office of Samar Estates Pvt Ltd on payment of Rs.2,000/- (Non refundable) in cash or Demand Draft in favour of Samar Estates Pvt Ltd payable at Panchkula. For more details regarding site & project, please arrange to visit our website: www.essveegroup.com
- 2 The contractor should have successfully completed, either two projects worth Rs. Ten crores only or one project worth Rs. Twenty crores only, in the last three financial years.
- 3 Materials like cement & reinforcement steel shall be supplied on issue rate basis.
- 4 The rates quoted in the tender shall hold good for 30 days from the date of opening of the tender.
- 5 Date of Issue of Tender Documents: w.e.f. 05-06-2011.
- 6 Date of Submission of Tender Documents: 15-06-2011 upto 3.00 pm
- 7 Date of Opening of Tender Documents: 15-06-2011 at 3.30 pm

Managing Director
Samar Estates Pvt Ltd

TENDER DOCUMENTS

Name of the Work : **Construction Of RCC Structure With Brick Work Of Ess Vee Apartments (Phase-2), Sector-20, Panchkula, Haryana.**

Promoter / Developer : M/s SAMAR ESTATES PVT. LTD.
Site Office: Ess Vee Apartments,
Sector-20, Panchkula, Haryana.

Principal Consultants / Architects : M/s SRV Consultants,
Architects, Engineers, Int. & Incl. Designers
Site Office: Ess Vee Apartments,
Sector-20, Panchkula, Haryana.

Tender Issued to :

.....

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Date, Time & Place for Submission / Opening of Tender : Date of Submission 15-06-2011 upto 3.00 p.m.
Date of Opening 15-06-2011 at 3.30 p.m.

For Samar Estates Pvt Ltd.

Authorised Signatory

SAMAR ESTATES PVT. LTD.

Site Office: Ess Vee Apartments, Sector-20, Panchkula, Haryana.

NOTICE INVITING TENDER

Mr / M/s

.....

.....

Sub: Tender for Construction Of RCC Structure With Brick Work Of Ess Vee Apartments (Phase-2), Sector-20, Panchkula, Haryana.

Dear Sir,

1. Sealed tenders on Item Rate basis as per drawings, specifications, scope of work and detailed specifications read in conjunction with preambles and list of materials / approved makes are hereby invited from the contractors by M/s Samar Estates Pvt Ltd for the work of "Construction Of RCC Structure With Brick Work Of Ess Vee Apartments (Phase-2), Sector-20, Panchkula, Haryana".
2. This Contract Document consists of Tender Form, Schedule of Work, Instructions to Bidders, Scope of Work, Technical Specifications, General Conditions of Contract and Special Conditions of Contract, etc, which can be had at a cost of Rs. 2000/- from Site Office of Ess Vee Apartments, Sector - 20, Panchkula. Purchase of Tender Document is obligatory on the part of the tenderer and bid in no other form will be accepted.
3. The tender documents shall be placed in sealed cover as mentioned in Procedure of Submission of Tender and addressed to:

SAMAR ESTATES PVT. LTD.,

Site Office: Ess Vee Apartments,
Sector-20, Panchkula, Haryana.

The tender shall be received by the Managing Director, Samar Estates Pvt Ltd before 3.00 P.M. on the 15th day of June, 2011 and shall be opened on the same day at 3.30 P.M. in the presence of tenderers or their authorised representatives who may like to be present. Any envelope received after the said date and time shall not be entertained under any circumstances and no consideration what so ever shall be given to anything that might be contained in any such envelope.

4. The time allowed for the completion of work is 15 (fifteen) months to be reckoned from the 7th day after the date of written order to commence the work.
5. Every tender shall be accompanied by Earnest money for Rs.10,00,000/- (Rs. Ten lacs only) in the form of Demand Draft drawn in favour of **Samar Estates Pvt. Ltd.** payable at

Promoter / Developer

Contractor

Panchkula and any tender not accompanied by such Earnest Money will be rejected straight away.

6. The contractor will submit his tender after examining the whole of the tender documents, scope of work, specifications, clauses, additional terms of contract agreement, special terms and conditions, schedule of quantities / work and drawings, etc.
7. The offer shall remain valid for 30 days from the date of opening of Tender. The value of tender can be increased or decreased and any item can be added, deleted, withdrawn or substituted without any notice as per requirements of the Promoter / Developer without assigning any reason.
8. If a tenderer whose tender is accepted, fails to undertake the work as per terms of the contract within 15 days to be reckoned from the date of issue of Allotment letter, the Earnest Money deposited by him will be forfeited.
9. The Promoter / Developer does not bind himself to accept the lowest or any tender and reserves the right to reject any or all tenders without assigning any reason.
10. Canvassing in connection with acceptance of tender is strictly prohibited and any tender who resorts to canvassing shall render his offer as invalid.
11. The Promoter / Developer will not pay any expense, whatsoever incurred by tenderers for the preparation and submission of tenders.
12. This notice inviting tender, will form the part of the Contract Agreement to be executed by the successful tenderer with the Promoter / Developer. All the correspondence on the tender shall be addressed to the SAMAR ESTATES PVT. LTD., Site Office: Ess Vee Apartments, Sector-20, Panchkula, Haryana and any communication addressed to anyone else shall not in any manner be binding upon the Promoter / Developer.
13. The successful tenderer shall have to sign the Contract Agreement within seven days of the issue of Letter Of Intent.

For Samar Estates Pvt Ltd.

Authorised Signatory

INSTRUCTIONS TO BIDDERS

1. PROCEDURE FOR SUBMISSION OF TENDERS:

The following procedure shall be adopted for submission and opening of tenders. The sealed envelope super scribed 'Tender for Construction Of RCC Structure With Brick Work Of Ess Vee Apartments (Phase-2), Sector-20, Panchkula, Haryana' shall contain two envelopes as follows:

ENVELOPE NO. 1 (Technical Bid): This envelope shall contain the Earnest Money Deposit alongwith detailed credentials containing List of Works Executed & Being Executed, Qualified Key Personnel, Tools, Plant & Machinery, Sales Tax No, Solvency Certificate, Attested Copy of PAN Card, Financial Capacity i.e. certified copy of audited Balance Sheets for the last three years and Performance Certificates. This Envelop No. 1 will be opened first. If the earnest money deposit is not found to be in accordance with the procedure prescribed, then the Promoter / Developer will not open the other sealed Envelope No. 2 and as such the tender submitted by the tenderers shall not at all be considered.

ENVELOPE NO. 2 (Price Bid): This sealed envelope shall contain the duly filled & signed by the tenderer in each page of Tender Documents alongwith price bid of the tenderer which would require to cater to the following basic parameters that shall remain unchanged.

- a. Construction of structural works of the building towers with brick work and the other ancillary / external development works of the project complete in all respects as per the approved drawings, prevalent codes & requirements of the Promoter / Developer.
- b. External development works like boundary wall, overhead water storage tank, underground water storage tank, etc.
- c. Arrange all the materials required for the works.
- d. Approvals from the concerned local authorities related to contract work at all the stages of construction upto completion.
- e. Temporary connections required for construction works into urban service lines i.e. public health & electrical.

The sealed cover containing envelope 1 & 2 shall be opened on the prescribed date and time in the presence of tenderers or their authorised representatives who may wish to be present.

2. TENDERERS TO STUDY ENTIRE TENDER DOCUMENT CAREFULLY :

Submission of a tender by a tenderer implies that he has read all the stipulations contained in this tender document and has acquainted himself of the nature, scope and specifications of the works to be followed and of conditions and rates at which stores will be issued to him by the Promoter / Developer. The contractor shall also be deemed to have acquainted himself with local conditions and other factors which have a bearing on the execution of the works.

3. TENDERERS TO SUBMIT THE ENTIRE TENDER DOCUMENTS:

The tenderer shall submit all documents issued to him for the purpose of this tender after duly filling the same in all respects. Tenderers which are found to be vague shall summarily be rejected.

4. TENDER SHALL BE WRITTEN IN ENGLISH LANGUAGE

Every tender shall be written in English Language. All other information such as documents and drawings supplied by the tenderer will also be in English language only. Drawings and designs shall be dimensioned according to the metric system of measurements. Tenders shall be forwarded under cover or a letter typewritten on the tenderer's letter head and duly signed by the tenderer. Signature must be in long hand, executed in ink by a duly authorised principal of tendering firm. No oral, telegraphic or telephonic tenders or subsequent modifications there to shall be entertained; if a tender is submitted on behalf of the firm, then all the partners shall sign or may be signed by one in whose favour all the partners have given General Power of Attorney. In case of tender submitted by a company, it shall be signed by one who has been authorised by the Board of Directors through a resolution. Copy of resolution and the authority letter in favour of the person signing must accompany the tender.

5. TENDERERS TO QUOTE FOR ALL ITEMS:

The tenderer shall quote his item rates for the entire work as per the scope of work described hereinafter.

6. VALIDITY PERIOD OF OFFERS:

The rates quoted in the tender shall hold good for 30 days from the date of opening of the tender. The validity period is extendable with the mutual consent of both the parties. No tenderer can withdraw his tender or revoke the same within the said period of 30 days. If a tenderer on his own withdraws or revokes the tender or revises or alters or modifies the tender for any item or condition within a period of aforesaid 30 days the earnest money deposit will stand forfeited.

7. TENDERER TO SIGN ALL PAGES:

The tenderer (Individual / Proprietor / Partnership Firm / Company) shall sign with stamp at the bottom right hand corner of every page of the tender documents in token of acceptance of tender conditions and for the purpose of identification. If the tender is submitted on behalf of the firm, then all the partners shall sign or may be signed by one in whose favour all the partners have given General Power of Attorney, copy of GPA & Partnership Deed must accompany the tender. In case of tender submitted by a company, it shall be signed by one who has been authorised by the Board of Directors through a resolution. Copy of resolution, the authority letter in favour of the person signing, Memorandum & Articles of Association must accompany the tender.

8. ERASURES AND ALTERATIONS:

Tenders containing erasures and alterations of the tender documents are liable to be rejected unless these are authenticated by the person signing the Tender Documents.

9. TENDERER TO SATISFY HIMSELF OF SITE CONDITIONS:

Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tender regarding the nature of the ground and sub-soil, water-level, nature of the site conditions, the means of access to the site, the accommodation they may require and in general obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender in any manner. A

tenderer shall be deemed to have full knowledge of the site, whether he inspects it or not and no compensation or otherwise of any charges incurred or to be incurred consequent on any misunderstanding or otherwise shall be admissible.

10. EARNEST MONEY:

The tender shall be accompanied by Earnest Money of Rs.10.00 lacs in the form of demand draft drawn on any scheduled bank payable at Panchkula / Chandigarh, which shall be adjusted into security deposit of successful tenderer. The Earnest Money Deposit shall be refunded to the un-successful tenderer after award of work (No interest is payable on Earnest Money Deposit).

11. TENDERER TO QUOTE BOTH IN FIGURES AND WORDS:

The tenderer shall quote his item rates in both words & figures. In case of discrepancy the amount written in words shall prevail.

12. ITEM RATES:

It must be noted that rates shall be quoted for all the items by the contractor separately and strictly as per the schedule. In the eventuality of not quoting as above, tender will not be considered and will be rejected. Being Item Rate Tender, only the amount quoted for each item of work shall be considered.

13. TENDER LIABLE TO REJECTION:

Tenders which do not fulfill all or any of the conditions laid down in this notice, or contain conditions not covered and / or not contemplated by the General Conditions of contract and / or expressly prohibited therein or stipulated additional / alternative conditions shall be liable to be rejected.

Tenders shall also be liable for rejection on any of the following grounds:

- i) Tender submitted late.
- ii) Tenders containing uncalled for remarks.
- iii) Tenders with vague conditions.
- iv) Tenders not submitted on prescribed proforma.
- v) Telegraphic tenders.

14. CORRESPONDENCE:

Tenderers must mention their postal address and Telephone number(s) of the Chief Executive / authorised agent or attorney in the tender. The tender submitted by a tenderer will be rejected if he or his agent cannot be contacted on the last known address or on the intimated telephone number(s) after reasonable search in which event earnest money may be forfeited by the Promoter / Developer.

15. PROMOTER / DEVELOPER NOT TO ASSIGN ANY REASON FOR REJECTION OF TENDER:

The Promoter / Developer shall hold total discretion to accept or reject the lowest or any other tender without assigning any reason. No claim on this account shall be entertained.

16. AMENDMENT IN TENDER DOCUMENT:

The Promoter / Developer reserves the right to revise or amend the Bid Documents prior to the date notified for opening of the tenders and also the right to postpone the date of submission and opening of tenders without assigning any reason, whatsoever.

17. REFERENCE IN TENDER DOCUMENTS:

The SAMAR ESTATES PVT. LTD., Panchkula shall be referred as “Promoter / Developer” in all the documents of Notice Inviting Tender / Contract Agreement.

18. PRINCIPAL CONSULTANTS / ARCHITECT:

Principal Consultants / Architect referred to in the Tender Document means “SRV CONSULTANTS” who shall be inspecting the site of work to ensure execution of work as per Architectural Drawings.

19. CONSULTING ENGINEER:

Consulting Architect / Engineer means any technical agency / person appointed by the Promoter / Developer for consultancy to ensure proper execution of works as per Contract Agreement in all respects.

20. ERRORS AND OMISSIONS:

In case of any error or omission in description of schedule of works, the Promoter / Developer may correct it without any notice. No claim, whatsoever, on this account shall be entertained by the Promoter / Developer.

21. AVAILABILITY OF CONTRACTOR:

On acceptance of the tender, the contractor shall either himself remain available at the site of work or arrange the availability of an accredited representative, fully authorized in writing, at the site of work to receive instructions of the authorized representative of the Promoter / Developer or his representative and to ensure prompt compliance thereof.

22. ARRANGEMENT FOR WATER AND ELECTRICITY:

Water & electric connection for construction purposes shall be arranged by the contractor at his own expenses. Necessary documents will be provided by the Promoter / Developer in this regard. The Contractor shall make stand-by arrangements of water & electricity for the construction purposes by installing DG sets, etc till the completion of the project at no extra cost to the Promoter / Developer.

23. SUB-LETTING OF WORK:

The contractor shall not assign the work or sublet any portion of the contract. In the case of default, the Promoter / Developer may serve a notice in writing on the contractor rescinding the contract where upon the Security Deposit shall stand forfeited to the Promoter / Developer, without prejudice to his other remedies against the contractor.

24. The contractor shall complete one apartment each as sample to get the approval of the Promoter / Developer for adopting the same standards of finish / specification for other apartments.
25. In order to visualize the features of work the contractor may see the detailed approved / working drawings of the Project in the office of the Promoter / Developer before tendering. The work shall correlate with the above said drawings.

For Samar Estates Pvt Ltd.

Authorised Signatory

GENERAL INFORMATION

01.	Accepting Authority	:	Managing Director. Samar Estates Pvt. Ltd., Site Office: Ess Vee Apartments, Sector-20, Panchkula, Haryana.
02.	Reference Book of Specifications	:	Haryana P.W.D. Specifications / relevant B.I.S. / NBC Specifications amended upto the date of opening of tender.
03.	Earnest Money	:	Rs.10.00 lacs (Rs. Ten lacs only) to be furnished with the tender in the form of demand draft (No interest is payable on earnest money).
04.	Security Deposit	:	5% of the gross amount shall be deducted from all the bills upto a maximum of Rs. One crore twenty five lacs only (No interest is payable on security deposit).
05.	Indemnity Bond	:	As per format approved.
06.	Authority competent to grant extension of time	:	Managing Director. Samar Estates Pvt. Ltd., Panchkula.
07.	Tools and Plants	:	To be arranged by Contractor.
08.	Water	:	Shall be arranged by the Contractor at his own expenses.
09.	Supply of Electricity	:	Temporary electric connection shall be arranged by the contractor at his own cost & all electricity bills used for construction purposes, site office, workers hutments, etc shall be borne by the contractor.
10.	Schedule of Minimum Wages	:	As per notifications issued / to be issued by Haryana Govt.
11.	Defect Liability Period	:	Six months from the date of acceptance of completion by the Promoter / Developer.
12.	Release of Earnest Money, Security deposit And Indemnity Bond.	:	Earnest money to be adjusted into cash security and to be refunded as a part of security deposit as under: If no defects are noticed upon the completion and the contractor has fulfilled all the obligations as per this contract then 50% of the security deposit will be released to him. The balance amount of the "Security Deposit" will be released after the expiry of the defects liability period

			(Six months from virtual completion certificate issued) if no defects are found and any defects noticed is rectified to the complete satisfaction of the Promoter / Developer. Indemnity Bond shall be released after six months from the date of completion of work.
13.	Periodicity of submission of Interim Bills	:	Interim bills shall be submitted monthly & payment will be released within week's time.
14.	Authority Competent to appoint Arbitrator	:	All disputes and / or differences arising out of or in any way related to this contract shall as far as possible be resolved through mutual discussion, however in the unlikely event of the disputes not getting resolved as aforesaid, these shall be referred for arbitration by a sole arbitrator to be nominated by the party invoking arbitration out of a panel of three names to be proposed by the other party. Arbitration shall be carried out under the provisions of Arbitration and Conciliation Act 1996 and amendments and rules made there under. Courts in Chandigarh / Panchkula shall have jurisdiction in all matters related to the works.

For Samar Estates Pvt Ltd,

Authorised Signatory

TENDER FORM

M/s Samar Estates Pvt. Ltd.,

Site Office: Ess Vee Apartments,
Sector-20, Panchkula, Haryana.

Dear Sir,

I / we have read and examined the following Tender Documents relating to the “Construction Of RCC Structure With Brick Work Of Ess Vee Apartments (Phase-2), Sector-20, Panchkula, Haryana” and have visited the Site of work and having acquired all the requisite information relating thereto as effecting this tender.

- i) Notice Inviting Tender
- ii) Instructions to Bidders and General Information
- iii) Tender Form
- iv) Scope of work, General and Technical Specifications
- v) Clauses of Contract Agreement
- vi) General Safety Rules to be observed during Construction and General Site Rules and Precautions.
- vii) Special Terms and Conditions of the Contract Agreement.
- viii) Additional Terms of Contract Agreement.
- ix) Schedule of Work with preambles.
- x) Drawings, architectural and structural design

I / we hereby offer to execute the work complete in all respects specified in the under written Memorandum within the time specified therein or during the allowed extended time at the rates specified in the Schedule of Work and in accordance, with the specifications, designs, drawings and instructions in writing referred to in the conditions of tender.

MEMORANDUM

- | | | | |
|----|---|---|---|
| a) | Name of work | : | Construction Of RCC Structure With Brick Work Of Ess Vee Apartments (Phase-2), Sector-20, Panchkula, Haryana. |
| b) | Estimated Cost | : | Rs.31,00,00,000/- (Rs. Thirty one crores only). |
| c) | Earnest Money | : | Rs.10,00,000/- (Rs. Ten lacs only) in the form of demand draft (No interest is payable on earnest money). |
| d) | Time allowed for completion of work to be reckoned from 7 th day after the Date of issue of written order to commence work | : | 15 (Fifteen) months |

I / we agree (i) that should I / we fail to commence the work specified in the above mentioned Memorandum the Promoter / Developer without prejudice to any other right or remedy be at liberty

Promoter / Developer

Contractor

to forfeit the earnest money, and Indemnity Bond otherwise the said earnest money shall be retained and adjusted towards security deposit mentioned in the above Memorandum, (ii) to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein. I / we further agree that the rates quoted in the tender shall hold good for 30 days from the date of opening of the tender.

Dated:

Signature of the Contractor

Witness:

Address:

Telephone:

.....

Occupation:

The above offer is hereby accepted by me on behalf of Samar Estates Pvt. Ltd., Panchkula.

For Samar Estates Pvt Ltd,

Dated:

Authorised Signatory

PRICE SCHEDULE

M/s Samar Estates Pvt. Ltd.,

Site Office: Ess Vee Apartments,
Sector-20, Panchkula, Haryana.

**Sub: Construction Of RCC Structure With Brick Work Of Ess Vee Apartments (Phase-2),
Sector-20, Panchkula, Haryana.**

Dear Sir,

Having duly examined and understanding fully the complete tender documents, scope of work and detailed specifications, drawings relating to this work i.e. Construction Of RCC Structure With Brick Work Of Ess Vee Apartments (Phase-2), Sector-20, Panchkula, Haryana and having visited the site of said work and having acquired all the requisite information relating thereto as affecting this tender, we hereby offer to undertake the construction works of your a.m. project, as per technical / material specifications, terms & conditions attached herewith on the item rates written in Bill Of Quantities costing Rs. (Rs only). I / We hereby agree that the structural drawings for the complete building and connected works given by the Promoter / Developer at the time of start of the work shall be followed completely.

NOTES:

Tenderers shall note that their prices are firm in all respects and for all heights. Nothing is to be paid for any extra height in the work.

The quantities furnished are approximate and may vary. The contractors quoted rates shall remain firm within the variation limits. Nothing extra shall be claimed by the contractor.

The contractor shall not claim any extras for fluctuation of prices and the contract rates shall not be subject to any rise or fall of prices.

The scope of work may also be enhanced for remaining works of the towers already under construction or any other as mutually agreed upon between the parties.

Should this tender be accepted I / We hereby agree to abide by and fulfil all the terms and provisions of the said conditions of Contract Annexed hereto and the conditions of tender as applicable or in default thereof a sum of Rs.10.00 lacs (Rs Ten lacs only) deposited by me / us as earnest money in favour of Samar Estates Pvt. Ltd., Panchkula shall not be refunded to me / us.

Thanking you,
Yours truly,

For & on behalf of Name of Tenderer	:
Signature of the person	:
Name of the Signatory	:
Designation of the Signatory	:
Complete address and Ph. No.	:

Promoter / Developer

Contractor

CLAUSES OF CONTRACT AGREEMENT

CLAUSE-1

Earnest money given by the tenderer shall be adjusted into security deposit on execution of Contract Agreement. The person / persons whose tender may be accepted (herein called the contractor) shall permit Promoter / Developer at the time of making any payment to him for works done under the contract to deduct such sum as will amount to five percent of all moneys so payable and such deductions to be held by Promoter / Developer by way of security deposit. All compensation or other sums of money payable by the contractor to the Promoter / Developer under terms of this contract may be deducted from his security deposit or from any account whatsoever, and in the event of his security deposit being reduced by reason of any such deduction, the contractor shall within ten days thereafter make good in case any sum or sums which may have been deducted from his security deposit or any part thereof.

CLAUSE-2

The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor, and shall be reckoned from the 7th day of the date on which the order to commence the work is given to the contractor. The work shall throughout the stipulated period of the contract be proceeded with all the due diligence (time being deemed to be the essence of the contract on the part of the contractor) and the contractor shall pay as compensation or smaller amount as the Promoter / Developer may decide on the amount of Contract Agreement of work for every day that the work remains uncommenced or unfinished after the proper dates. And further to ensure good progress during the execution of the work, the contractor shall be bound in all cases in which the time allowed for any work exceeds one month to complete one fourth of the whole of the work before one fourth of the whole time allowed under the contract has elapsed, one half of work before one half of such time has elapsed and three fourth of the work before three fourth of such time has elapsed. In the event of the contractor failing to comply with this condition he shall be liable to pay as compensation an amount equal to ¼ percent or such smaller amount as the Promoter / Developer may decide on the amount of Contract Agreement of work for every day that the due quantity of work remains incomplete provided always that the entire amount of compensation to be paid under the provisions of this clause shall not exceed 5% of the total value of work as shown in the tender. Managing Director, Samar Estates Pvt. Ltd., Panchkula on a representation from the contractor is however; empowered to reduce the amount of penalty and his decision in writing shall be final.

CLAUSE-3

In any case under which any clause or clauses of this contract, the contractor shall have rendered himself liable to pay penalty, the Promoter / Developer shall have power to adopt the following courses as he may deemed best suited to the interest of the Promoter / Developer.

- a) To rescind the contract (of which rescission notice in writing to the contractor under the hand of the Promoter / Developer shall be conclusive evidence), and in which case the security deposit shall stand forfeited and be absolutely at the disposal of the Promoter / Developer.
- b) To measure up the work of the contractor and to take such part thereof as shall be unexecuted out of his hands and to give it to another contractor to complete. The measurements shall be done by the Promoter / Developer and the contractor shall be given due notice to attend site for taking measurements in his presence. In case he does not attend the site, the

measurements shall be got done by the Promoter / Developer on the fixed date and time in his absence and the same shall be final and conclusive.

In the event of any of the above courses being adopted by the Promoter / Developer, the contractor shall have no claim to on account of any loss sustained by him by reasons of his having purchased or procured any material entered into any agreement or made any advance on account thereof or with a view to the execution of the work of the performance of the contract. And in case the contract shall be rescinded under the provision aforesaid, the contractor shall not be entitled to recover or be paid any work thereto or actually performed under this contract unless and until the Promoter / Developer has certified in writing the performance of such work and the value payable in respect thereof, and the contractor shall only be entitled to be paid for the value so certified.

CLAUSE-4

In any case in which any of the powers conferred upon the Promoter / Developer by clause-3 hereof shall have become exercisable and the same shall not be exercised, the non-exercise thereof shall not constitute hereof and such powers shall notwithstanding be exercisable in the event of any future case of default by the contractor for which by any clause or clauses hereof he is declared liable to pay compensation amounting to the whole of his security deposit. In the event of the Promoter / Developer putting force either of the powers vested to him under the preceding clause he may, if he so desires, take possession of all or any tools, plant, materials and stores in or upon the works, or the site thereof or belonging to the contractor or procured by him and intended to be used for the execution of the work any part thereof, paying or allowing for the same in account at the contract rates, or in case of these not being applicable at current market rates to be certified by the Promoter / Developer whose certificate hereof shall be final, otherwise the Promoter / Developer by noting in writing to the contractor or his authorised agent require him to remove such tools, plant, materials or stores from the premises within a time to be specified in such notice: and in the event of the contractor failing to comply with any such requisition, the Promoter / Developer or his authorised representative may remove them at the contractor's expenses or sell them by auction or Private sale on account of the contractor and at his risk in all respects and the certificate of the Promoter / Developer as to the expense or any such removal and the amount of the proceeds and expense of any such sale shall be final and conclusive against the contractor.

CLAUSE-5

If the contractor desires an extension of time limit for completion of the work on the grounds of his having been unavoidably hindered in its execution or any other ground he shall apply in writing to the Promoter / Developer within 30 days of the date of hindrance on account of which he desires such extension as aforesaid but before the expiry of time and the Promoter / Developer, if in his opinion (which shall be final) reasonable grounds authorise such extension of time, if any, as may, in his opinion be necessary or proper.

CLAUSE-6

Without prejudice to the rights of Promoter / Developer under any clause hereinafter contained on completion of work, the contractor shall be furnished with a certificate by the Promoter / Developer or his representative of such completion, but no such certificate shall be given nor shall the work be considered to be complete until the contractor shall have removed from the premises on which the work has been executed, all scaffolding, surplus materials and rubbish and cleaning off the dirt from all wood work, doors, walls, floors, or any other parts of buildings said to have been completed, and the measurements in the said certificate shall be binding and conclusive against the contractor, if the contractor shall fail to comply with the requirements of this clause as to the removal of scaffolding,

surplus materials, and rubbish and cleaning off dirt on or before the date fixed for the completion of the work, the Promoter / Developer or his authorised representative may at the expense of the contractor remove such scaffolding, surplus materials and rubbish and dispose off the same as he thinks fit and clean off such dirt as aforesaid: and the contractor shall forthwith pay the amount of all expenses so incurred and shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any such sale proceeds actually realised by the sale thereof.

CLAUSE-7

The contractor shall on submitting bill thereof be entitled to receive a monthly payment proportionate to the part thereof than approved and passed by the Promoter / Developer whose certificate for such approval and passing of the sum so payable shall be final and conclusive against the contract. But all such intermediate payments shall not preclude the requirement bad, unsound, and imperfect, unskillful work to be removed and taken away and reconstructed or re-erected or be considered as an admission of the due performance of the contract or any part thereof in any respect or the accounting of any claim nor shall it conclude, determine or effect in any way the powers of the Promoter / Developer under these conditions or any of them as to the final settlement and adjustment of the account or otherwise the Promoter's / Developer's certificate of the measurement and of the total amount payable for the work accordingly shall be final and binding on contractor in all respects.

CLAUSE-8

Monthly bills shall be submitted by the contractor for works executed, and the Promoter / Developer or his representative shall take or cause to be taken the requisite measurement for the purpose of having the same verified and the claim as far as admissible, adjusted within one week of submission.

CLAUSE-9

The contractor shall submit all bills on the printed forms of an agreed format, and the rate charged in the bills shall always be entered at the rates specified in the tender or in case of any extra work ordered in pursuance of these conditions and not mentioned or provided for in the tender at the rates hereinafter provided for such work.

CLAUSE-10

Mobilisation advance amounting to a maximum of five percent of the contract value may be paid against mobilising the site to the satisfaction of Promoter / Developer and upon submission of a Bank Guarantee of equal amount based on a format to be provided by the Promoter / Developer. This advance shall be interest free. Recovery of the advance shall be carried out on pro rata basis to be started with effect from the fourth running account bill payment and to be completed within ten months from the date of start of construction at site or completion of approximately 80% of the construction cost, whichever is later.

CLAUSE-11

Time shall be the essence of this contract. In the event of the completion of work getting delayed on account of reasons attributable to the contractor the Promoter / Developer shall be entitled to claim damages at the rate 0.50% per week of delay over the unexecuted portion of the work or Rs.5,00,000/- per week of delay (whichever is higher) beyond the prescribed date of completion (Original/Extended), subject to the maximum of 5% of the total contract value. On the other hand if the work completion is delayed on account of reasons not attributable to the contractor, price escalation based on Clause 10CC of the CPWD form No. 8 shall be paid to the contractor, except for

the materials supplied by the Promoter / Developer. No price escalation will be paid for the cost of materials issued by the Promoter / Developer at any stage. No price escalation will be paid for the contract period of fifteen months.

CLAUSE-12

The contractor shall execute the whole and every part of the work in the most substantial and workman like manner, and both as regards materials and otherwise in every respect in strict accordance with specifications. The contractor shall also make conform exactly, fully and faithfully to the designs, and instructions in writing relating to the work signed by the Promoter / Developer or his representative and lodged in the office, and to which the contractor shall be entitled to have access at such office or on the site of the work for the purpose of inspection during office hours and the contractor shall if he so required be entitled at his own expense to make or cause to be made copies of the specifications and of all such designs, drawings and instructions as aforesaid.

CLAUSE-13

The Promoter / Developer or his representative shall have full powers at all times to object to the employment of any workman, foreman or other employee on the works by the contractor, if the contractor shall receive notice in writing from the Promoter / Developer requesting the removal of any such man or men from the work, the contractor shall comply with the request forthwith.

No such workman, foreman or other employee after his removal from the works by request of the Promoter / Developer shall be re-employed or re-instated on the works by the contractor at any time except with the prior approval in writing of the Promoter / Developer.

The Contractor shall not be entitled to inquire the reason from the Promoter / Developer for requiring the removal of any such workman, or other employee.

CLAUSE-14

In the event of any extra item beyond the drawings & description forming the basis for the item rates, that the Promoter / Developer may desire; the rates for the same shall be the relevant HSR rates + ceiling premium (As on date of tender) or as per mutual agreement between the parties. The total amount of work may vary to the extent of +30% as compared to the Contract Agreement amount, **however the quoted items shall hold good for all minus variations** and the contractor shall have no claim to any payment or compensation whatsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of the full amount of work not having been carried out. Likewise no compensation shall be claimed by the contractor if the amount of work done exceeds the contract amount upto 30%. Also the contractor shall not have any claim for compensation by reason of any variation having been made in the quantities of any item(s) specifications, drawings, designs and instructions which may involve any increase or curtailment of the work originally contemplated to any extent subject to the limit of variation in contract amount as above.

CLAUSE-15

If it shall appear to the Promoter / Developer or his subordinate in charge of the work that any work has been executed with unsound, imperfect, or unskilful workmanship, or with materials or articles provided by him for the execution of the work are unsound, or of a quality inferior to that contracted for or otherwise not in accordance with contract, the contractor shall on demand in writing from the Promoter / Developer specifying the work materials or articles complained of not with standing that

the same may have inadvertently passed, certified and paid for forthwith rectify, or remove and reconstruct the work so specified in whole or in part, as the case may require, or as the case may be remove the materials or articles so specified and provide other proper and suitable material or articles at his own proper charge and cost in the event of his failing to do so within a period to be specified by the Promoter / Developer in his demand aforesaid then the contractor shall be liable to pay compensation at the rate of one percent of the Contract Agreement of work for every day not exceeding ten days. While his failure to do so shall continue and in the case of any such failure Promoter / Developer may rectify or remove, and re-execute the work or replace with other, materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.

CLAUSE-16

All work under or in course of execution or executed in pursuance of the contract shall at all times be open to the inspection and supervision of the Promoter / Developer or his subordinate in charge of the work and the contractor shall at all times, during the usual working hours and at all other times at reasonable notice of the intension of the Promoter / Developer or his subordinate in charge of the work to visit the works shall have been given to the contractor, himself being present to receive order and instruction or have a responsible agent duly accredited in writing present: for that purpose. Orders given to the Contractor's agent shall be considered to have the same force as if they had been given to the contractor himself.

CLAUSE-17

The contractor shall give not less than two days to the Promoter / Developer or person designated by the Promoter / Developer of the work before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured and any work without the consent in writing of the Promoter / Developer or his Engineer-in-charge of the work shall be covered up or placed beyond the reach of measurement without such notice having being given to or consent obtained, the same shall be uncovered at the contractor's expense or in default thereof, no payment or allowance shall be made for such work of the materials with which the same was executed.

CLAUSE-18

If the contractor or his work people, or servants shall break, deface, injure, or destroy any part of a building in which they may be working or any building, road, fence, enclosure or grass land, cultivated ground, contiguous to the premises on which the work or any part of it his being executed, or if any damage shall happen to the work, while in progress from any cause whatsoever or any imperfections become apparent in it within six months after a certificate final or otherwise of its completions shall having given by the Promoter / Developer as aforesaid, the contractor shall make the same good at his own expense, or in default the Promoter / Developer may cause the same to be made good by the other workman and deduct the expense (of which the certificate of the Promoter / Developer shall be final) from any sums that may be then, or at any time thereafter may become due to the contractor or from his security deposit or the proceed of the sale of materials / tools and plants owned by the contractor at site.

CLAUSE-19

The contractor shall supply at his own cost all materials, machinery, batching plants, concrete pumps, tools & plants, appliances, implements, ladders, cordage, tackle, scaffoldings and temporary works, etc requisite for the proper execution of the work, whether original, altered or substituted and whether included in the specification or other documents forming part of the contract or referred to in

these conditions or not which may be necessary for the purpose of satisfying or complying with the requirements of the Promoter / Developer or to any matter as to which under these conditions he is entitled to be satisfied, or which he entitled to require together with carriage thereof to and from the work. The general layout plan & schedule of construction plant, equipment & machinery shall be submitted by the successful tenderer & shall be mutually discussed, finalised & approved before award of work and these shall form integral part of the Contract Agreement. The contractor shall also supply without charge the requisite number of the person with the means and materials necessary for the purpose of setting out of works and counting weighting and assisting the measurement or examination at any time and from time to time of the work or materials. The contractor shall be bounded to bear the expense of defence of every suit, action or other proceedings of law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damage and cost which may be awarded in any such suit, action or proceeding to any such persons or which may with the consent of the contractor be paid to compromise any claim by any such person.

CLAUSE-20

No labour below the age of 18 years shall be employed on the work.

CLAUSE-21

The Contractor shall have to pay to the labour employed by him either directly or through sub-contractors, wages not less than the wages fixed by the Haryana Govt. under Minimum Wages Act. The Contractor shall comply with the provisions of all the Acts, Laws, any Regulation or Bye Laws of any Local or other Statutory Authority in relation to the execution of works such as Minimum Wages Act, Workmen Compensation Act, EPF Act, etc. However, he shall not be entitled to any compensation whatsoever on this account from the Promoter / Developer.

CLAUSE-22

In every case in which by the virtue of the provision of Section 12, sub section (1) of the Workman's Compensation Act, 1923, Promoter / Developer is obliged to pay compensation to a workman employed by the contractor, in execution of the works, the Promoter / Developer will recover from the contractor the amount of the compensation so paid and without prejudice or the rights of the Promoter / Developer under section 24, sub section (2) of the said Act. The Promoter / Developer shall be at liberty to recover such amount or any thereby deducting it from the security deposit or any sum due by the Promoter / Developer to the contractor whether under this contract or otherwise.

CLAUSE-23

The contractor shall not assign or sublet any part of the work without the written approval of the Promoter / Developer. And if the contractor shall assign or sublet his contract or attempt to do so or become insolvent or commence any insolvency proceeding or make any composition with his creditor or attempts to do so or if any bribe, gratuity, gift, loan, pre-requisite reward or advantage pecuniary or otherwise, shall either directly or indirectly be given, promised or offered by the contractor or any of his servants or agents to any member of the Promoter / Developer or any person in the employment of the Promoter / Developer in way relating to his office or employment, the Promoter / Developer may thereupon in writing rescind the contract and the security deposit of the contractor shall stand forfeited and be absolutely at the disposal of the Promoter / Developer and the same consequences shall ensure as if the contract had been rescinded under clause 3 thereof and in addition the contractor shall not be entitled to recover or be paid for any work thereto for actually performed under the contract.

CLAUSE-24

All sums payable by way of the compensation under any of these conditions shall be considered as responsible compensation to be applied to the use of the Promoter / Developer without reference to the actual loss or damage sustained and whether or not any damage shall have been sustained.

CLAUSE-25

In the case of a tender by partners any change in the constitution of the firm shall be forthwith notified by the contractor to the Promoter / Developer for his information.

CLAUSE-26

All works to be executed under this contract shall be executed under the direction and subject to the approval in all respect of the Promoter / Developer or person designated by the Promoter / Developer of the work for the time being who shall be entitled to direct at what point or points and in what manner they are to be commenced, and from time to time carried on.

CLAUSE-27

No claims for payment of an extra ordinary nature like claims for compensation where work has been temporarily brought to a stand still through no fault of the contractor shall be allowed unless to the extent that the same shall have been expressly sanctioned by the Promoter / Developer.

CLAUSE-28

All disputes and / or differences arising out of or in any way related to this contract shall as far as possible be resolved through mutual discussion, however in the unlikely event of the disputes not getting resolved as aforesaid, these shall be referred for arbitration by a sole arbitrator to be nominated by the party invoking arbitration out of a panel of three names to be proposed by the other party. Arbitration shall be carried out under the provisions of Arbitration and Conciliation Act 1996 and amendments and rules made there under. Courts in Chandigarh / Panchkula shall have jurisdiction in all matters related to the works. It is also a term of this Contract that any demand for arbitration shall have to be made within ninety days of the finalisation of the final bill / virtual completion, whichever is later.

CLAUSE-29

All the work shall be carried out in accordance with the Haryana PWD specifications 1990 "Latest addition corrected up-to-date" and in the case of an item for which specification are not available in the said PWD specifications Book, relevant B.I.S. / NBC specifications as applicable on the date of tender shall be followed.

CLAUSE-30

The expression works or works where used in these condition shall unless there be something either in the subject or context repugnant to such construction be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent, whether original, altered, substituted or additional.

CLAUSE-31

Fair wage clause enforced in the Haryana state will be binding on the contract and he will strictly follow the terms and conditions laid down therein during the execution of the work.

CLAUSE-32

The work during its progress shall also be inspected by the person designated by the Promoter / Developer and the contractor shall extend all reasonable cooperation for the same.

Clause-33

Urgent works, if any, means any urgent measures, which in the opinion of the Promoter / Developer, become necessary at the time of execution and / or during the progress of work to obviate any risk of accident or failure or to obviate any risk of damage to the structure, or required to accelerate the progress of work or which become necessary for security or for any other reason the Promoter / Developer may deem expedient. In this regard, decision of the Promoter / Developer shall be final and binding on the Contractor.

Clause-34

Materials of any kind obtained from the excavation on the site shall remain the property of the Promoter / Developer and shall be dealt with as per the instructions of the Promoter / Developer. If any of the materials is such that it can be used in the execution of the work under the contract, the same may be properly stacked and measured and issued to the Contractor for use as Promoter's / Developer's materials issued at the prevalent market rates.

Clause-35

The Contractor will be required to get the entire works under this contract, materials at site, concerned personal, workers, etc insured at his own cost from the date of commencement of work till the expiry of defect liability period. The Contractor shall indemnify & keep indemnified the Promoter / Developer against all losses & claims for death, injuries or damage to any person or any property whatsoever which may arise out of or in consequence of the construction & maintenance of works during the contract period & also against all claims, demands, proceedings, damages, costs, charges & expenses whatsoever in respect of or in relation thereto, and such liabilities shall include claims / compensations of the third party.

Clause-36

All documents, correspondence, decisions and orders etc concerning the contract shall be considered as confidential and / or restricted in nature by the contractor and he shall not allow or divulge access to them by any unauthorised person.

CLAUSE-37

Subject to the availability of any item of Promoter's / Developer's plant, equipment & machinery and at the written request of the Contractor, such plant, equipment & machinery may be issued to the Contractor on hire for being deployed on the work contracted for, at pre-determined rates, terms & conditions at the sole discretion of the Promoter / Developer.

CLAUSE-38

This contract is subject to force majeure clause, which inter alia includes delay on account of non-availability of steel, cement or any other building materials, or water supply or electric power or slow down, strike, lock-out, civil commotion, militant action or by any act of God or as a result of any Notice, Order, Rule or Notification issued by the Government and / or any other Public or Competent Authority or for any other reasons beyond the control of the Promoter / Developer. In any of the aforesaid events, the Contractor shall be entitled to a reasonable corresponding extension of time for the execution of this contract.

CLAUSE-39

If at any time after acceptance of the tender, the Promoter / Developer decides to abandon or reduce the scope of works for reasons whatsoever and hence does not require the whole or any part of the work to be carried out, the Promoter / Developer shall give notice in writing to that effect to the Contractor and the Contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the work in full but which he could not derive in consequence of the foreclosure of the whole or part of the work. The Contractor shall be paid at contract rates for the works executed at site.

CLAUSE-40

The work completed in all respects shall as far as possible be completely defect free at the time of handing over to the Promoters / Developers. Defects, if any, shall have to be removed by the Contractor at his own cost up to the end of defect liability period of six months to be reckoned with effect from the date of virtual completion to be certified by the Promoters / Developers.

CLAUSE-41

No un-authorised person/s shall be allowed on site. The Contractor shall take steps to prevent trespass in the site.

GENERAL SAFETY RULES TO BE OBSERVED DURING CONSTRUCTION

1. All work areas shall be kept clear for easy movement of men and materials.
2. All approach roads shall be kept free for easy movement of vehicles.
3. All temporary structures and supports such as scaffoldings, ladders, walkways, etc., shall be adequately strong for safe use during construction. Minimum thickness of planks for walkways shall be 50mm.
4. All workmen working at unsafe elevations during the construction activity shall have safe and adequate passage and shall be properly instructed to take necessary precautions and observe safe practice to prevent accidents. Safety belts shall be used where necessary.
5. Safety apparatus and equipment shall be provided to workmen, as the nature of work wants. All supervisors and workmen who work in areas designated as “Head Hit” shall be provided with hard hats.
6. Temporary electrical substation, equipment, switchgear, cables and wires, lighting etc., should be installed in accordance with standard electrical practice and should have prior sanction and approval from concerned authority.
7. Temporary cables and wires, including welding cables, should be so routed as not to cluster the work areas. Temporary electrical lines for power and lighting shall be run overhead and should be high enough not to hinder movement of men, material and vehicles.
8. Temporary substations, equipment, switchgear, and distribution boards shall be adequately enclosed, duly protected against rainwater, suitably earthed and properly identified with “caution boards”.
9. All joints in the temporary wires and cables should be properly insulated.
10. All supervisors, welders and electricians engaged in the work shall possess necessary and valid licence / certificate / permit to carry out such work and shall be adequately skilled and acquaint with standard rule, regulations and practices.
11. All operators of equipment and all trade men engaged in different electrical activities shall be adequately qualified, experienced and proficient to carry out all their jobs in the safe manner.
12. All areas which are used for storing and installing inflammable materials shall be adequately identified and shall carry “No Smoking” signs.
13. Temporary fire extinguishers should be readily available at convenient locations in stores, offices and work area.
14. First aid kits and personnel adequately trained to administer first aid shall be readily available for emergency.
15. Air lifting tackles and accessories shall be properly maintained and shall not be subjected to overloads.
16. Portable hand lamps being used by construction crew shall preferably be connected on 240 volts supply. If 240 volts hand lamps are used, the cables shall be heavily insulated and adequately protected, and bulbs should be protected with safety shields.
17. Contractor shall not allow usage of equipment erected or under erection of fastening lifting or lying tackles or gentry which may impose loads with the structures or equipment not designed to carry safely.

18. The contractor shall not in the performance of the Contract Agreement in any manner endanger safety or unlawfully interface with the convenience of the public.
19. The contractor shall ensure that all erection testing equipment tools, tackles, apparatus and materials are in good working condition, fit for the purpose of which they are employed and that all certificates / permits / licences, etc required under any law or regulations for the skilled labour, technicians etc are available and valid during the entire period of the execution of the work, under the Contract Agreement.
20. The contractor shall be responsible for providing and erecting all safety signs like standard road signs, danger signs, warning signs, control signs, safety signs, location indications, etc.
21. The contractor shall ensure strict compliance at his own cost with all security and safety laws. The contractor shall maintain at his own expense all lights, guards, fencing and watching when and where necessary for the protection of works, his own property and equipment and that supplied by the Promoter / Developer or for the safety and convenience of those employed on the works or the public.

GENERAL SITE RULES, PROCEDURES AND PRECAUTIONS

1. SITE WORKING RULES AND REGULATIONS

A) The Contractor shall furnish the Promoter / Developer, the name and signature of his Power of Attorney / authorised representatives who will be in-charge of the execution of the work at site. The Contractor shall also furnish the list of technically qualified persons employed by him for execution of the works. Daily reports of number of men employed by crafts, and weekly reports of progress achieved, expected date of completion of the work and any actual or potential delays stating the reasons thereof, shall be furnished by the contractor.

B) Save as otherwise specifically provided in this Agreement the rates and prices herein, unless otherwise stipulated elsewhere in this Agreement, include all the cost, expenses and outlays of the Contractor for executing the works and fulfilling all the obligations of the contractor under this Agreement.

2. COMMUNICATION FACILITIES

In case of emergency, the contractor may make use of the Promoter's / Developer's telephone facilities, if possible, cost of which shall be borne and paid by the Contractor at applicable rates.

3. CONTRACTOR'S EMPLOYEES

A) If required by the Promoter / Developer, all Contractor's employees will wear identification badges while on site.

B) All notices displayed on the site and any instruction issued by the Promoter / Developer or his subordinate in-charge of work must be strictly adhered to by the Contractor employees.

4. SPECIAL PRECAUTIONS

Particular attention is drawn to the following:

A) In case of accident, the Promoter / Developer will be informed in writing forthwith.

B) Staircases, doors or gangways shall not be obstructed in any way that shall interfere with means of access or escape.

C) No un-authorised person/s shall be allowed on site. The Contractor shall take steps to prevent trespass in the site.

5. The contractor shall notify the Promoter / Developer or Engineer-in-charge of work of his intention to bring to the site any equipment or any container holding liquid or gaseous fuel or other substance which might create a hazard. The Promoter / Developer or Engineer-in-charge of work will have the right to prohibit the use of such equipment or to prescribe the conditions under which such equipment may be used.

The Promoter / Developer or Engineer-in-charge of work will have the right to inspect any construction plan, and to forbid its use if in his opinion it is unsuitable or unsafe. No claim arising there from shall be made by the Contractor.

Where it is necessary to provide and / or store petroleum products or petroleum mixtures and explosives, the contractor shall be responsible for carrying out such provisions and / or storage in accordance with the rules and regulations laid down in the Petroleum Act, 1937, Explosive Act. 1948 and Petroleum and Carbide of Calcium Manual published by the Chief Inspector of Explosive, India. All such storage shall have prior approval of the Promoter / Developer. In case any approvals are necessary from the Chief Inspector of Explosive or any statutory authorities, the Contractor shall be responsible for obtaining the same.

6. Provision of separate office for the site executives of the Promoter / Developer shall be provided.

SPECIAL TERMS AND CONDITIONS OF CONTRACT

1. CONTRACT RATES

a) The item rates quoted by the contractor shall be inclusive of all labour, materials, tools and plants necessary for executing the work, and all other miscellaneous expenditures or incidental to in connection with the execution of the contract including all types of taxes, duties royalty, octroi, etc. Payment of taxes, etc is the responsibility of the contractor and shall not be payable by the Promoter / Developer. Item rates quoted shall include for payment of all taxes, duties royalties for obtaining materials including cost of transportation during the pendency of contract. Nothing extra shall be paid to the contractor on this account.

b) RATES QUOTED SHALL REMAIN FIRM THROUGH OUT THE PENDENCY OF CONTRACT

The item rates quoted shall remain firm throughout the contract period. The contractor must quote keeping in view the full requirements of the tender document.

c) SECURED ADVANCE:

80% of the cost of any non perishable materials which in the opinion of the Promoter / Developer are reasonably required in accordance with the contract and have been brought to site for incorporation in the work may be paid as secured advance for running account bills. The contractor shall provide to the Promoter / Developer indemnity bond against the materials. The advance payment under secured advance shall be adjusted in every bill submitted by the contractor.

2. SPECIFICATIONS:

If specifications for an item of work are not covered by Haryana P.W.D. Specifications 1990, relevant B.I.S. / NBC Specifications, the same shall be decided by the Promoter / Developer and shall be binding on the contractor.

In the event of any variation / discrepancy in the drawings, specification and tender documents the decision of the Promoter / Developer shall be final binding and conclusive on the contractor.

a) As required by the Promoter / Developer, the contractor shall provide all facilities at site or any manufacturer's works or an approved laboratory for testing of materials and / or workmanship. All the expenditure in respect of this shall be borne by the contractor. The contractor shall, when required to do so by the Promoter / Developer submit manufacturer's certificate that the materials have been tested in accordance with requirements of the specifications.

b) Neither the omission by the person designated by the Promoter / Developer to test the materials nor the production of manufacturer's certificate etc. as aforesaid shall affect the right of the Promoter / Developer to reject after delivery the materials found not in accordance with the specifications.

3. **WORK AND WORKMANSHIP:**

To determine the acceptable standard or workmanship, the Promoter / Developer may order the contractor to execute certain portions of works and services and the like under the close supervision of the Engineer-in-Charge. On approval, these items shall be labelled as guiding samples and works executed to conform to these samples.

4. **CONSTRUCTION SCHEDULE:**

The contractor must submit construction schedule in PERT / BAR Chart within 15 days of acceptance of the work, if at any time, the Promoter / Developer determines that the contractor has fallen behind the approved construction schedule, Promoter / Developer may, without any extra cost to the Promoter / Developer, require the contractor to take such steps as may be necessary to improve his progress, especially require him to employ overtime operations, increase the number of shifts, work on holidays and Sundays or increase the capacity of his construction plant and equipment and require him to submit evidence demonstrating the manner in which the contractor proposes to comply with the construction schedule. Failure of the contractor to comply with the above will be considered a failure to execute the work with due diligence.

5. **JURISDICTION:**

Notwithstanding any other courts having jurisdiction to decide the questions forming subject matter of a suit any and all actions and proceedings arising out of or relative to this contract (including any arbitration in terms thereof) shall lie only in the court of competent Civil jurisdiction in this behalf at Chandigarh / Panchkula, where this contract is to be signed on behalf of the Promoter / Developer and only the said court shall have jurisdiction to try any such actions and / or proceedings to the exclusion of all other courts.

6. **SCOPE OF WORK:**

The scope of the work shall cover the Construction of RCC Structure with Brick Work of **Ess Vee Apartments** (Phase-2), Sector-20, Panchkula, Haryana as per details of works to be carried out as given in the Schedule of Quantities, Tender Documents & as per approved drawings. The tenderers are advised to study the same carefully before tendering and they shall be deemed to have fully acquainted themselves with the same.

7. **CONTRACTOR TO BE LIABLE FOR ALL TAXES ETC:**

The price specified in the tender shall be inclusive of sales taxes or any other taxes, excise and customs duty of any kind, fees, octroi, royalty, etc in respect of the contract and the price shall be firm irrespective of any variation in the prevailing rates of taxes, duties, levies, octroi, etc and any fresh imposition of any of these by State / Central / Statutory bodies within the contract time period. The contractor shall indemnify the Promoter / Developer against levy of any taxes, etc.

8. **PROMOTER'S / DEVELOPER'S STATUS:**

The Promoter / Developer or his authorised representative shall have general supervision and direction of the work. He has authority to stop the work, whenever such stoppage may become necessary to ensure the proper execution of the work contract. He shall also have authority to inspect and reject all work and materials, which do not conform to the

specifications and to direct the application of contractor's forces to any portion of the work, as in his judgment is required, and to order the said force increased or diminished and to decide questions which arise in the execution of the work.

The Promoter / Developer shall have the right to suspend the work or part thereof at any time and no claim whatsoever on this account shall be entertained. In case of any clarification the contractor may appeal to the Promoter / Developer whose decision shall be final and binding on the contractor. The above inspection shall, however, not relieve the contractor of his responsibilities in regards to defective materials or workmanship and the necessity for rectifying or replacing the same.

9. **SERVICE OF NOTICE OF CONTRACT:**

The contractor shall furnish to the Promoter / Developer, the name, designation and address of his authorised agent having power of attorney duly registered in court of law and all complaints, notices, communications and references shall be deemed to have been duly given to the contractor if delivered to the contractor or his authorised agent or left at or posted to the address so given and shall be deemed to have been so given in case of posting on the day on which they would have reached such address in the ordinary course of post or on the day on which they were so delivered or left. In the case of contract by partners, any change in the constitution of the firm shall be forthwith notified by the contractor to the Promoter / Developer.

10. **CONTRACTOR'S GUARANTEE:**

It shall always prevail upon all else that the contractor agrees to give the guarantee of his works in the following manner which shall remain valid till the release of security deposit in full.

- i) All materials incorporated in the work shall be new and both workmanship and material shall be of good quality.
- ii) Should, at a subsequent date, any material or fittings or workmanship on any component is detected as of sub-standard quality he shall either remove the same and shall re-do at his own cost.

11. **CONTRACTOR'S RESPONSIBILITY FOR THE MANNER OF EXECUTION OF WORKS:**

The contractor shall be solely responsible for the manner and the method of executing the work. The work shall be subject to the approval of the person designated by the Promoter / Developer from time to time for purposes of determination of the question whether the work is executed by the contractor in accordance with the contract.

12. **NO WORK SHALL BE UNDERTAKEN WITHOUT APPROVED WORKING DRAWINGS:**

No work shall be undertaken at site by the contractor until detailed approved working drawings marked "Good" for execution / construction issued by the Promoter / Developer in writing. Any work done without the aforesaid working drawing shall be at the contractor's own risk and costs.

13. **SUBMISSION OF BILLS:**

Contractor is to submit the bills in duplicate on approved proforma of the Promoter / Developer for works executed by him.

14. **ACTION AND COMPENSATION PAYABLE IN CASE OF BAD WORK:**

If it shall appear to the Promoter / Developer or his representatives, that any work has been executed with unsound, imperfect or unskillful workmanship or with materials of any inferior description or that any materials or articles provided by him for the execution of the work are unsound or of a quality inferior to the contracted for, or otherwise not in accordance with the contract / Haryana P.W.D. Specifications, B.I.S. / NBC specifications, the contractor shall on demand in writing from the Engineers specifying the work materials, articles complained or not with-standing that the same have been inadvertently passed, certified and paid for, forth with rectify or remove and reconstruct the work so specified in whole or in part as the case may require, or as the case, remove the materials or articles so specified and provide other and suitable materials or articles so specified at his own cost and in the event of his failing to do so within a period to be specified by the Engineers in his demand aforesaid, then the contractor shall be liable to pay compensation at the rate of one percent on the amount of the estimate for every day not exceeding ten days while his failure to do so that continue and in the case of any such failure the Engineers may rectify or remove, and re-execute the work or remove and replace with other materials or articles complained of, as the case may be at risk and expenses in all respects of the contractor.

15. **INSPECTION OF WORKS:**

The works shall be inspected by the person designated by the Promoter / Developer. The contractor shall extend full co-operation and render all necessary facilities for inspection of the work without any additional cost to the Promoter / Developer.

16. **LAND FOR SITE OFFICE:**

The Contractor will be permitted to use the site & lands required for construction of work only, on as is where is basis under the control of the Promoter / Developer. The Promoter / Developer shall on written request from the contractor provide to the contractor at its own discretion and for duration of the construction of work, land to the extent available for construction of temporary field office, workshop, store, assembly, and casting yard required for execution of the contract. Levelling, hard surfacing of the ground and construction of temporary approach roads, office, workshop etc. shall be done by the contractor at his own cost. The Contractor shall not use, or allowed to be used, the site / land for any purpose other than the one specified for construction of this project. The execution of this contract shall not be deemed to confer on him any right or interest in or over the land or possession thereof. On completion of the work & before payment of the final bill, the Contractor shall clear the site & making good the damages, if any, to the satisfaction of the Promoter / Developer.

17. **CONTRACTOR TO COMPLY WITH ALL LAWS:**

- i) The contract shall be governed by the Law in force in the Republic of India.
- ii) The contractor to comply with all laws, etc. The contractor shall be responsible to secure compliance with the Rules, Regulations, By Laws and orders of the Law authorities and statutory bodies which are in force as may be in force from time to time. He shall give to the

police and other relevant authorities all such notice, etc as may be required by Law and obtain all requisite licence for temporary construction, enclosure, etc and pay all fees, taxes and such other dues or charges which may be leviable on account of any of his operations in executing the works under this contract. The Promoter / Developer shall not pay anything extra to the contractor on this account. The contractor shall also make good at his own cost, any damage done by him to any adjoining property during execution of work. The contractor shall use the materials of approved manufacturer and brands as listed herein. Any materials whether listed as mentioned above or not must be got approved from Engineer-in-Charge before incorporation of the same in the works. The Promoter / Developer shall have no liabilities for the personnel of Contractor / sub-contractor, immunity from legal process in respect of all acts performed by them in their official capacity for the execution of the project.

18. **COMPLIANCE OF ENTIRE PROVISION IS OBLIGATORY TO CONTRACTOR:**

It shall always prevail, unless otherwise specifically stated, that the entire provisions of tender document been opened upon and accepted for compliance by the contractor without any reservation.

19. **CONTRACTOR FULLY RESPONSIBLE FOR LAYOUT OF WORK:**

The contractor shall remain fully responsible to provide details, layout of different structures according to the co-ordinates and reduced levels incorporated in the working drawings by taking reference from the Bench Marks of both the co-ordinates and the reduced levels which shall be given at a convenient place in the work site by the Engineer-in-Charge. The Contractor shall provide necessary protection to keep the Bench marks undisturbed throughout the pendency of the contract. The accuracy of detailed layout of any element of a structure shall remain exclusively with the contractor. The contractor shall have to maintain a number of theologies and levels in good working conditions at site for above purpose throughout the pendency of the contract and shall make them available to the Promoter / Developer for their use.

20. **NOTHING EXTRA FOR ADVERSE SUB SOIL CONDITIONS:**

There may be variation in the nature of sub-soil both horizontally and vertically. The contractor shall have to take necessary precaution during excavation & site shall have to be cleared by the contractor at his own cost & nothing extra to be paid on this account. The contractor shall have to do under water in case of occurrence of piping / quick conditions without any additional cost to the Promoter / Developer.

21. **RCC COMPONENTS SHALL BE INTEGRAL FINISHED:**

For all RCC components both underground & super-structure, except hidden portion in foundation, only steel shuttering shall be used to have the exposed concrete surface reasonably plain and smooth. Any little unevenness shall be made good by rubbing with carborundum stones only. Unless otherwise mentioned plastering will not be allowed to manipulate and make the surface plain and smooth. If the surface after stripping of the shuttering are found defective to the above conditions then the contractor shall have to dismantle the member and re-do the same to attain the aforesaid desired at his own cost.

22. CONTRACTOR SHALL KEEP FOUNDATION PITS / TRENCHES DRY:

The Contractor during the pendency of contract shall keep the foundation pits trenches which are not yet back filled due to technical reasons, dry and shall bail out / pump all accumulation at his own cost of the safety of the structure / element. During pumping the contractor shall have to ensure that loss of Ground does not occur, other approved method shall be taken by the contractor to avoid loss of Ground if occurred at his own cost.

23. NOTHING EXTRA FOR INTRICATE CONCRETE SHUTTERING OR REINFORCEMENT WORK:

Nothing extra shall be paid for intricate concrete shuttering or reinforcement work for foundation and super-structure or for any delay inherent in concreting small and thin sections curved straight etc, in concrete RCC work etc.

24. NOTHING EXTRA FOR REBATING ETC:

Nothing extra shall be paid in concrete / RCC work all rebating chamfering, grooving, sinking, throating, weathering, moulding etc., in accordance with the details shown on the working drawings.

25. CONSTRUCTION JOINTS:

- i) In case of massive concrete element both in foundation and in some other locations as would be permitted except where specific in the working drawings, and the work shall be carried out on line single operation without any break in concreting with in time limit that would be specific by the Engineer-in-Charge without any additional cost to the Contractor.
- ii) All specified construction joints either horizontal or vertical, in any element of concrete member shall be provided with shear keys of such dimensions as would be determined by the Engineer-in-Charge. Before adopting the next operation for the other half of the element these shear keys alongwith the entire surface of the joint shall be roughened and deepened to above 20 mm by chipping and cleaned and washed thoroughly.
- iii) The contractor shall provide cement slurry in sufficient quantity over the cleaned surface for proper bond as per the directions of Engineer-in-charge. The contractor shall not be entitled to any extra payment on this account.

26. CONTRACTOR SHALL LIBERALLY CURE THE WORK:

The contractor shall be responsible for proper curing of brick work, concrete work, plaster, etc as per Haryana, P.W.D. specification. Any slackness on this account will be viewed very seriously and if in the opinion of the Engineer-in-Charge (which shall be final) any damage is caused to the work due to inadequate curing then such work would be got dismantled and shall have to be re-done by the contractor at his own cost. The cement curing shall be done with mechanical water pumps on all the floors as per the norms.

27. PROVISION FOR MULTIFARIOUS CHECKING OF WORK:

Before commencement of the actual concreting operation the position and layout of foundations pedestals insert, rockers recess reinforcement and form work shall be checked repeatedly by the Promoter / Developer or his representatives. No claim whatsoever shall be

entertained on this account. The level of foundations shall be accurately as shown in the drawings or as directed by the Engineer-in-charge. No padding plastering shall be allowed for achieving the results.

28. **ADDITION OF CONCRETE ADMIXTURE:**

Addition of concrete admixture if required / found desirable by the contractor for obtaining the water proofness, etc, to meet the obligation on his part as contained in the contract may be adopted by the contractor with prior approval of the Engineer-in-Charge.

29. **CLEARING FILLING AND LEVELLING OF SITE:**

The site shown in the layout plan shall be cleared by the contractor of all obstruction, loose stones materials rubbish of all kind as well as brush, wood. All holes whether originally existing or produced by removal of loose stones or bush wood shall be carefully filled up with earth will be rammed and leveled off as directed by the Engineer-in-Charge. The contractor will not be entitled to any extra payment in this regard. The contractor shall keep the site clean and free from rubbish to the satisfaction of the Engineer-in-Charge. Nothing extra will be paid for it.

30. **TECHNICAL STAFF:**

The contractor shall be required to employ at site of work on whole time basis during the execution of the work two graduate civil engineers having minimum ten years experience and four diploma civil engineers having minimum five years experience in the field of construction with suitable supplementary staff according to the requirement of work failing which recovery @ Rs.2,00,000/- per month (or decided by Promoter / Developer) shall be made from his bills, in addition to being liable for all other consequences that may arise thereof. The contractor shall submit names of the staff in the beginning and repeated after every three months.

31. **CEMENT / STEEL REGISTER:**

The contractor shall maintain cement / steel register at site mentioning the source of cement and steel on receipt. Register for daily consumption of cement & steel shall also be maintained.

32. **MOBILISATION ADVANCE:**

Mobilisation advance amounting to a maximum of five percent of the contract value may be paid against mobilising the site to the satisfaction of Promoter / Developer and upon submission of a Bank Guarantee of equal amount based on a format to be provided by the Promoter / Developer. This advance shall be interest free. Recovery of the advance shall be carried out on pro rata basis to be started with effect from the fourth running account bill payment and to be completed within ten months from the date of start of construction at site or completion of approximately 80% of the construction cost, whichever is later.

33. **COMPENSATION / PRICE ESCALATION:**

Time shall be the essence of this contract. In the event of the completion of work getting delayed on account of reasons attributable to the contractor the Promoter / Developer shall be

entitled to claim damages at the rate 0.50% per week of delay over the unexecuted portion of the work or Rs.5,00,000/- per week of delay (whichever is higher) beyond the prescribed date of completion (Original / Extended), subject to the maximum of 5% of the total contract value. On the other hand if the work completion is delayed on account of reasons not attributable to the contractor price escalation based on Clause 10CC of the CPWD form No. 8 shall be paid to the contractor, except for the materials supplied by the Promoter / Developer. No price escalation will be paid for the cost of materials issued by the Promoter / Developer at any stage. No price escalation will be paid for the contract period of fifteen months.

34. **PAYMENT ON INTERMEDIATE CERTIFICATE REGARDED AS ADVANCES:**

Monthly payments (Minimum net payable Rs. One crore only in case of Running Account Bills) shall be released on the basis of stages of work that have been executed to the satisfaction of the Promoter / Developer, which would have to be certified by the person designated by the Promoters / Developers. This certificate of the sum payable shall be regarded as advance against final bill and not as payment for work actually done and completed and shall not preclude the requiring of bad, unsound, imperfect or unskilled / skilled work to be removed and taken away and reconstructed or re-erected or be considered as an admission of the performance of the contract or any part thereof in any respect of the occurring of any claim, not shall it conclude, determine or effect in any way the powers of the Promoter / Developer. Payments of the contractor bills shall be ensured, within seven days of the submission of the relevant bill and within thirty days of the submission of the Final Bill, to the designated person as herein before mentioned. Deductions at source as per the provisions of the relevant statute shall be carried out in respect of taxes or any other statutory dues. The parties shall be responsible for their respective tax liabilities.

35. **PERFORMANCE TEST:**

The contractor shall give a satisfactory performance test of entire installation as per standard specifications before the work is finally accepted and nothing extra whatsoever shall be payable to the contractor for this test.

36. **FIELD LABORATORY:**

The contractor shall establish field laboratory and shall maintain all the equipment in the lab like sieves for testing sand and aggregate, graduated jar for silt test, equipment for slump test, cube moulds, machine for testing compressive strength of concrete, etc. However, the Promoter / Developer may get any type of testing regarding materials or works from any outside reputed laboratory once in a week. No extra cost shall be payable.

37. **ISSUE OF MATERIALS:**

The rates quoted by the contractor shall be through rates for all the items of the contract. Cement & Steel for the work covered under this contract shall be supplied to the contractor on the rates mentioned in "MATERIAL ISSUE RATES" and as per the conditions mentioned for the same. The consumption of cement & steel shall also be regulated as detailed in the said "MATERIAL ISSUE RATES". All materials supplied by the Promoter / Developer shall be for the purpose of this Contract only & the cost of the materials so supplied at the rates specified in the said "MATERIAL ISSUE RATES" shall be deducted, as & when such materials are consumed in the item of work for which payment is being made to the Contractor, from any sums then due or which may thereafter become due to the Contractor under this contract. At the time of submission of bills, the Contractor shall

properly account for the materials issued to him to the satisfaction of the Promoter / Developer and certify that the balance of materials supplied is available at the project site.

38. **SCHEDULE OF PAYMENT:**

Monthly payments (minimum net payable Rs One crore only in case of running bill accounts) shall be released on the basis of stages of work that has been completed which would have to be certified by the Promoter / Developer / engineer-in-charge. Payments of the contractor bills shall be insured within seven days of the submission of the relevant bill and within thirty days of the submission of the final bill. Deduction at source as per the provisions of the relevant statute shall be carried out in respect of taxes or any other statutory dues. The parties shall be responsible for their respective tax liabilities.

39. **METHOD OF MEASUREMENTS:**

The work done shall be measured for payment as per the provisions of Haryana PWD (B&R) Specifications. In the event of such provisions not being available measurements shall be carried out in terms of IS 1200 / IS Handbook of Method of Measurement of building works.

ADDITIONAL CONDITIONS OF CONTRACT

1. The work will be carried out strictly in accordance with the Haryana Public Works Department, specifications 1990 (amended upto date) / B.I.S. / NBC specifications where applicable, specifications given in the Tender Documents / Drawing(s) in that order to the entire satisfaction of the Promoter / Developer.
2. The arrangements for the water supply for the construction shall be made by the contractor himself and the water charges if any shall be borne by the contractor.
3. No claim on account of fluctuations in prices due to war or any other cause during the contract period will be entertained.
4. It will be responsibility of the contractor to ensure that trees in the labour camp site and in the vicinity, etc., are not damaged by his labour or agents. Cost of such damages if any, will be assessed at the discretion of the Promoter / Developer and deducted from the bills of the contractor.
5. The approved contract price is for finished work inclusive of carriage charges and all leads, lifts, sales tax and octroi charges etc.
6. The contractor shall be responsible to provide at his own cost the following amenities for the labour employed by him.
 - a. Suitable temporary hutting accommodation as in the opinion of the Officer-in-charge of the work may be necessary.
 - b. Trench latrine, bathing enclosures and platforms separately for men and women and their regular cleaning to the satisfaction of the Medical Officer-in-Charge.
 - c. Clean drinking water.
7. In the event of his failure to provide any or all of these amenities the same shall be provided by the Promoter / Developer and the cost recovered from the contractor. Any dispute regarding these points shall be settled by the Promoter / Developer whose decision will be binding on the contractor.
8. The Promoter / Developer will not be responsible for any loss or damage to the material, the executed work or structure due to rains, floods or any other act of God.
9. The arrangement for electric supply required for construction purpose shall be made by the contractor at his own cost.
10. The contractor shall be responsible for the removal of all such debris; such as have been created by the work allotted to him from the site of the work to specified places before the expiry of the contractual time failing which it will be got removed by the Promoter / Developer at the contractor's cost and no claim regarding Promoter / Developer having excessive amount on the removal of the debris shall be entertained.
11. Earth required by the contractor shall not be dug from site or any part near the area of the work.
12. The contractor shall be bound to follow the rules and regulations laid by Haryana Govt. in respect of contract execution.
13. Deduction on account of Sales Tax, Income Tax and other statutory levies shall be made from all the running / final bills as per prevalent rules and deposited with the concerned authorities as per the provisions of law.

14. The contractor shall carry out all the work strictly in accordance with drawing(s), details and instructions of the Promoter / Developer or his representative.
15. Time allowed for carrying out the work as mentioned in the Memorandum shall be strictly observed by the contractor and it shall be reckoned from the 7th day after written order to commence the work is issued. The work shall throughout the stipulated period of the contract be proceeded with all the due diligence (time being deemed to be the essence of the contract on the part of the contractor) and if the contractor fails to complete the work within the specified period he shall be liable to pay compensation as defined in clause 2 “Clauses of Contract Agreement”. The contractor shall before commencing work prepare a detailed work programme which shall be approved by the Promoter / Developer.
16. The contractor must co-operate with the other contractors if appointed by the Promoter / Developer so that the work shall proceed smoothly with the least possible delays and to the satisfaction of the Promoter / Developer.
17. The contractor shall be required to employ at site of work on whole time basis during the execution of the work two graduate civil engineers having minimum ten years experience and four diploma civil engineers having minimum five years experience in the field of construction with suitable supplementary staff according to the requirement of work failing which recovery @ Rs.2,00,000/- per month (or decided by Promoter / Developer) shall be made from his bills, in addition to being liable for all other consequences that may arise thereof. The contractor shall submit names of the staff in the beginning and repeated after every three months.
18. The tenderer shall submit List of Works Executed & Being Executed, Qualified Key Personnel, Tools, Plant & Machinery, Sales Tax No, Solvency Certificate, Attested Copy of PAN Card, Financial Capacity i.e. certified copy of audited Balance Sheets for the last three years and Performance Certificates, alongwith his tender. Tenders not accompanied with the same run the risk of summarily disqualification. The contractor should have successfully completed, either two projects worth Rs. Ten crores only or one project worth Rs. Twenty crores only, in the last three financial years.
19. The tender documents forming the contract are to be taken as mutually explanatory of one another, detailed drawing being followed in preference of scale measurements and special conditions in preference to General Conditions.
 - i. Scope of work.
 - ii. Particular specification and Special conditions, if any.
 - iii. Approved drawings cleared for construction.
 - iv. N.I.T. Provisions, specifications and general conditions of contract.

MATERIALS ISSUE RATES

The following materials will be supplied to the contractor by the Promoter / Developer at the rates shown against each Ex-stores at site of work.

S.No.	Particulars	Unit	Rate
1.	Cement OPC 43 grade for RCC works	One bag reputed to weigh 50 kg	Rs.250/- (Rs. Two hundred fifty only) including cost of bag.
2.	Cement PPC for other than RCC works	One bag reputed to weigh 50 kg	Rs.230/- (Rs. Two hundred thirty only) including cost of bag.
3.	TMT / Tor Steel bars of all sizes	Per Metric Tonne	Rs.35,000/- (Rs. Thirty five thousands only)
4.	Mild steel bars of all sizes	Per Metric Tonne	Rs.34,000/- (Rs. Thirty four thousands only)
5.	Bricks	Per One thousand Nos	Rs.4,000/- (Rs. Four thousands only)

TERMS & CONDITIONS:

- The rate of cement will be inclusive of the cost of bags and empty cement bags will have to be returned back to the cement store of the Promoter / Developer on each & every day. The cement shall be issued in bags as received from Factory and shall be deemed to be weighing 50 kg.
- The Promoter / Developer shall not be responsible for any damage / compensation due to delay or his failure to supply any of the above material for whatever reason. However, the above said prime materials shall be arranged at site / store within fifteen days from the written Requisition / Indent to be submitted by the contractor. The Requisition / Indent shall be in accordance with the materials to be consumed for bonafide use on work within the same month. The Contractor shall take proper care of the materials issued by the Promoter / Developer and shall protect the same from damage & weathering. The Contractor shall be solely responsible for the safety & security of the materials issued by the Promoter / Developer.
- All materials supplied by the Promoter / Developer shall be for the purpose of this Contract only & the cost of the materials so supplied at the rates specified in the said "MATERIAL ISSUE RATES" shall be deducted, as & when such materials are consumed in the item of work for which payment is being made to the Contractor, from any sums then due or which may thereafter become due to the Contractor under this contract. At the time of submission of bills, the Contractor shall properly account for the materials issued to him to the satisfaction of the Promoter / Developer and certify that the balance of materials supplied is available at the project site.
- If any material other than specified above is desired to be issued by Promoter / Developer for bonafide use on work, the cost of the same shall be recovered at market rate plus incidental charges.

Promoter / Developer

Contractor

5. All TMT / Tor / Mild Steel for reinforcement shall be issued / supplied to the contractor by weight and recovery will be affected on the basis of factors given in Haryana P.W.D. Specifications Book 1990 / Weight factors derived from actual weighment, subject to decision by the Promoter / Developer which shall be final & binding. The TMT / Tor / Mild Steel for reinforcement shall be issued in lengths as available in the Stores and no claim on this account shall be entertained.
6. Unused TMT / Tor / Mild Steel bars of full length will be returned to the Promoter / Developer by the contractor on completion of structural reinforced concrete work. The credit on account of such return shall be made at the rates on which such material was issued to the contractor.
7. For excessive or less consumption of material, following action will be taken:
 - (A) **IN CASE OF TMT / TOR / MILD STEEL:**
 - i) For excessive consumption upto 3%:- No action will be called for and the recovery of material will be made at issue rate provided in the "Materials Issue Rates" for which material used in excess.
 - ii) For more than 3%:- Recovery for the material used in excess of 3% will be made at penal rate i.e. at double the issue rate provided in the "Materials Issue Rates".
 - (B) **IN CASE OF CEMENT:**
 - i) For excessive consumption beyond theoretical consumption upto 3%:- No action will be called for and the recovery of material will be made at the "Materials Issue Rates" for the material used in excess.
 - ii) For excessive consumption over and above 3%:- Recovery for the material used in excess of 3% will be made at penal rate i.e. at double the issue rate provided in the "Materials Issue Rates".
 - iii) For less consumption upto 3%:- Recovery of cost of cement, thus, saved will be made at the issue rate provided in the "Materials Issue Rates".
 - iv) For Less consumption more than 3%:-
 - a) The rates of the items will be reduced accordingly by the Promoter / Developer on account of the material thus saved in case it is felt that less consumption of material has not adversely affected the stability or suitability of the structure / item of work.
 - b) Where it is not possible to determine the exact quantities of various items involved, recovery of the material, thus saved as worked out on the basis of theoretical consumption will be made **at double the issue rates.**
 - c) In case, it is felt by the Promoter / Developer that less consumption of material has adversely affected the stability of structure / item of work, the same shall be referred to Consulting Engineers on whose recommendations the **Promoter / Developer can reject work and the contractor shall be liable to reconstruct the same** at his own expense and no claim,

whatsoever, on this account shall be entertained by the Promoter / Developer, whose decision shall be final and binding on the contractor and shall not be open to arbitration.

For Samar Estates Pvt. Ltd.,

Authorised Signatory.

DETAILED TECHNICAL SPECIFICATIONS

S No	Brief Description	Specifications
(A)	RCC frame structure.	As per requirements of architectural / structural drawings.
(B)	Brick work.	1 st class brick work in cement sand mortar (1:6) in foundation & plinth, 230 mm thick brick work in cement sand mortar (1:6) in super structure and 115 mm thick in cement sand mortar (1:4) in super structure with hoop iron as shown in architectural drawings.
(C)	Underground water tank	RCC underground water tank as per requirements, divided into different chambers for fresh water supply fixed with glazed tiles of commercial quality and for tank water supply duly plastered with water proof compound.
(D)	Overhead water tank	RCC overhead water tanks for fire fighting & each apartment. The ball valves for the out flow are provided in the apartments itself and not on terrace.
(E)	Other misc. works.	Stone masonry in cement sand mortar (1:6) in foundation & plinth of boundary wall & 230 mm thick brick work in cement sand mortar (1:6) in super structure as per approved drawings excluding grills.

MATERIAL SPECIFICATIONS

Item.	Description.	Company.
Grey Cement- OPC	43 grade OPC cement conforming to IS Specifications.	Ambuja, Binani, Vikram, ACC, JK, Shree.
Grey Cement- PPC	PPC cement conforming to IS Specifications.	Ambuja, Binani, Vikram, ACC, JK, Shree.
Steel	Reinforcement steel	TMT steel of PRS, Shree Sidhbali, Jai Bharat, Real, Rathi, etc.
	Mild / Structural steel	Mandi Gobindgarh
Concrete Admixture	Plasticiser as per IS Specifications	Fosroc, Pidilite

ARTICLES OF AGREEMENT

This agreement is made at Panchkula on this day of, 2011, between

M/s Samar Estates Pvt Ltd, a Company registered under the Companies Act, 1956, having its Admn. Office at # 87, Sector-7, Panchkula, Haryana and Site Office at Ess Vee Apartments, Sector-20, Panchkula through its authorised signatory Sh son of Sh resident of (hereinafter referred to as the ‘Promoter / Developer’, which expression shall unless excluded by or repugnant to the context or meaning thereof, be deemed to include its subsidiary companies, associates, representatives and assigns) of the **FIRST PART** or the **FIRST PARTY**.

AND

.....
.....
.....

(hereinafter referred to as the ‘Contractor’, which expression shall unless excluded by or repugnant to the context or meaning thereof, be deemed to include his / her legal heirs, executors, administrators, legal representatives, successors, associates, representatives and assigns) of the **SECOND PART** or the **SECOND PARTY**.

Whereas the Promoter / Developer is desirous of **Construction Of RCC Structure With Brick Work Of Ess Vee Apartments (Phase-2), Sector-20, Panchkula, Haryana** and has caused drawings, specifications, terms and conditions describing the work to be done, to be prepared or got prepared by M/s SRV CONSULTANTS, Site Office: Ess Vee Apartments, Sector-20, Panchkula (hereinafter called “Principal Consultants / Architect”). The said drawings, specifications, terms and conditions have been signed by or on behalf of the parties here to. The Contractor has agreed and accepted to execute upon and subject to the conditions set forth herein and the conditions set forth in contract conditions (hereinafter referred to as “The said Conditions”) the works shown upon the said drawings and described in the said specifications amounting to the sum of Rs..... (Rs. only) or such other sum as shall become payable here under (hereinafter referred as “The said Contract Amount”). The Contractor has deposited Rs. (Rs..... only) as Earnest Money for the proposed Construction Of RCC Structure With Brick Work Of Ess Vee Apartments (Phase-2), Sector-20, Panchkula, Haryana.

NOW IT IS HEREBY AGREED AS FOLLOWS:

- 1 In consideration of the item rates of Rs. (Rs only) to be paid at the time and in the manner set forth in the said conditions. The Contractor will upon and subject to the said conditions execute and complete the work shown upon the said drawings and such further detailed drawings may be furnished to them by the said Principal Consultants / Architect and described in the said specifications.
- 2 The Promoter / Developer shall pay the Contractor the said contract amount of Rs..... (Rs only) or such other sum as shall become payable at the time and the manner hereinafter specified in the said conditions provided the person designated by the Promoter / Developer has certified such payments or have otherwise authorised such payments by the Promoter / Developer.

Promoter / Developer

Contractor

- 3 The term Principal Consultants / Architect in the said conditions shall mean M/s SRV Consultants, Site Office: Ess Vee Apartments, Sector-20, Panchkula, or in the event of their ceasing to be Principal Consultants / Architect for the purpose of this contract, such other person as shall be nominated in writing for this purpose by the Promoter / Developer, not being a person to whom the Contractor shall object for reason considered to be sufficient by the Arbitrator mentioned in the said conditions provided always that no person subsequently appointed to be Architect under the contract shall be entitled to disregard or over-rule any decision or approval or direction given or expressed by the Architect for the time being.
- 4 The said drawings, conditions of contract, this form of agreement, letter of intent dated, specifications and correspondence exchanged between the parties prior to issue of letter of intent and other documents herein mentioned shall form the basis of this contract, and the decision of the Promoter / Developer as mentioned in the conditions of contract in reference to all matters of disputes as to the materials, workmanship, the intended interpretation of the clause of this agreement, or any other document attached hereto shall be final and binding.
- 5 The following documents shall be deemed to form and be read and construed as an integral part of this agreement.
 - a. This form of agreement.
 - b. Letter of intent dated
 - c. Tender documents, Conditions of Contract, Specifications and Approved Drawings.
 - d. Correspondence exchanged between the parties prior to issue of letter of intent.

and the parties hereto will respectively abide by and submit themselves to the conditions and stipulations and perform the agreement on their parts respectively on such conditions and specifications.

- 6 The Promoter / Developer and the Contractor bind themselves, their partners, and successors in interest, executors, administrators and assigns if administrators and assigns of such other party in respect of all covenants of this agreement.
- 7 The said contract comprise the works above mentioned and all subsidiary works connected therewith within the same site, as may be ordered to be done from time to time by the Promoter / Developer even though such works may not be shown on the drawings or described in the said specifications or the schedule of quantities but may be fairly intended for successful completion & functioning of the project.
- 8 The Contractor shall not assign, sublet or transfer his / their interest in this agreement without the written consent of the Promoter / Developer.
- 9 The Contractor shall afford every reasonable facility to the representative of the said Architect & Promoter / Developer for inspection, checking or otherwise to the site to enable them to find out the actual carrying out of all works in the manner laid down in the said conditions. It is further clarified that it is the duty of the Contractor to see that the materials & fixtures being used by the Contractor in this Project are of the Make & Specifications as specified in the technical / material specifications.

- 10 If the Contractor shall fail to comply with any of his obligations hereunder or shall windup or his business shall be dissolved or any receiver is appointed or any attachment is made on respect of any of his properties or the Contractor shall otherwise fail or neglect to complete the said work within the stipulated period, then or on the happening of any such event the Promoter / Developer shall be entitled to cancel his contract and get the unfinished work done at the cost and risk of the Contractor by a third party & if the Promoter / Developer suffers any losses in this regard the Promoter / Developer shall look to the contractor for the same viz., payment or reimbursement to such losses. The decision of the Promoter / Developer in regard to the quantum of such losses will be final and binding on parties hereto. Upon such termination of this contract or there shall be adjustment of any payment made to the Contractor by the Promoter / Developer and the Contractor shall, if required shall refund any such amounts to the Promoter / Developer.

- 11 Time shall be considered as the essence of this Contract and the Contractor hereby agrees to commence the work in accordance with the said conditions and to complete the entire and all the works connected thereto or as ordered from time to time within the time period stipulated herein and to execute the same diligently and consistently throughout the entire time period so specified and the Contractor shall strictly adhere to the detailed programme for completion of work.

- 12 All payments by the Promoter / Developer under this contract will be made at Panchkula / Chandigarh. Wherever statute provides for deduction of levies / taxes at the source, the same will be recovered from Contractor's bills and deposited by the Promoter / Developer with the Government agencies or as provided in the statute.

- 13 All disputes / differences arising out of or in any way related to this contract shall as far as possible be resolved through mutual discussion. However in the unlikely event of the disputes not getting resolved as aforesaid, these shall be referred for arbitration to the sole arbitrator to be nominated by the party invoking arbitration out of a panel of three names to be proposed by the other party. Arbitration shall be carried out under the provisions of Arbitration and Conciliation Act 1996 and the amendments and the rules made there under. Courts in Panchkula / Chandigarh shall have jurisdiction in all matters related to the works.

- 14 All parts of this contract have been read to us and fully understood by us.

As witness thereof the parties hereto have hereinto set their hands the day and year first above written.

Witnesses

1.

PROMOTER / DEVELOPER

2.

CONTRACTOR

SPECIFICATIONS

EARTHWORK

- i) Excavation either straight, inclined or curved in trenches, footings etc. including marking out, cutting and dressing sides and bottom to true dimension.
- ii) Bailing out, pumping out or otherwise removing all water which may accumulate in the excavation from any or all causes whatsoever.
- iii) All labour and material for fencing in and protection against risk of accident to open excavation, etc.
- iv) Earth work in excavation in foundation trenches, basement portion, column pits etc. in all kinds of soils including dressing of bottom and sides of trenches stacking the excavated soil clear from the edge of excavation & subsequent filling around masonry in 15 cm layers with compaction, including disposal of all surplus soil as directed with in the plot.
- v) Earth filling in plinth around building & under floors with surplus soil excavated from foundations and taken only from outside the building plinth in 15 cm layer including ramming, watering and consolidating.

CEMENT CONCRETE, REINFORCED CONCRETE & STEEL REINFORCEMENT

- i) Works at all heights & depths, unless otherwise specified.
- ii) Steel shuttering to be used.
- iii) Use of shuttering oil.
- iv) Use of cement slurry over shuttering before commencing concreting.
- v) Mixing of concrete with Batching plant, laying with concrete pumps, consolidating by rodding, vibrating and tamping, hoisting to all lifts and leads and curing.
- vi) Sinking of floors in specified areas.
- vii) Providing authorized laps, chairs, spacers etc. wherever necessary.
- viii) Forming cut outs, opening and re-concreting at a later stage as necessary unless otherwise specified.
- ix) Wastage due to cutting bars to required lengths.
- x) Providing cover to steel with cement concrete briquette spacers.
- xi) Reinforcement steel shall be provided and fixed as per structural drawings.
- xii) Sand used shall be coarse sand with fineness modulus 2.5 and aggregate shall be hard stone unless otherwise specified.

- xiii) Testing of overhead / under ground water tanks by filling the water to full depth keeping the same for a minimum period of 28 days. Contractor shall ensure that the bottom side are bone dry and there should not be any leakage and emptying the tank after completion of the testing to the satisfaction of Promoter / Developer.
- xiv) Making all drips, grooves, moulds, corbelling curved surfaces and chamfered edges etc. in concrete and / or plaster work as per drawings.
- xv) All projections, tothing and ornamental work and finishing to shape as per drawings.
- xvi) Installing calibrated cube testing machine at site.
- xvii) The contractor shall carry out all field tests and shall provide concrete cube moulds 150 x 150 x 150 mm, slump cones, graduated cylinders, sets of sieves for coarse aggregate and fine aggregate, weighing scales (pan type) with weights.
- xviii) The curing to RCC work shall be done with water pumps as per requirement.
- xix) Plain cement concrete (as per structural design) with stone aggregate 40 mm nominal size mechanically mixed in foundations and plinth of building, boundary wall, check posts, gates, etc.
- xx) Providing and laying reinforced cement concrete as per structural design with crushed stone aggregate upto 20 mm nominal size of reinforced concrete work mechanically mixed and vibrated in footings, strips, foundations, beams, rafts, pedestals and approach slab of bridges etc. excluding steel reinforcement including centring & shuttering laid in position complete in all respects at all heights / levels below ground level.
- xxi) Providing and laying reinforced cement concrete as per structural designs with crushed stone aggregate upto 20mm nominal size of reinforced concrete work mechanically mixed and vibrated for walls exceeding 20 cm thickness (straight & rectangular) beams, girders, stairs, columns (square & rectangular) battens & lintels etc. excluding steel reinforcement but including centring & shuttering laid in position complete in all respects at all heights / levels.
- xxii) Providing and laying reinforced cement concrete as per structural designs with crushed stone aggregate upto 20mm nominal size of reinforced concrete work mechanically mixed and vibrated for walls (10cm to 20 cm thickness) straight & curved excluding steel reinforcement but including centring and shuttering laid in position complete in all respects at all heights / levels.
- xxiii) Providing and laying cement concrete as per structural designs with crushed stone aggregate upto 20mm nominal size of reinforced concrete work mechanically mixed & vibrated in slabs & beams with inclination not exceeding 25 degree with horizontal, excluding steel reinforcement but including centring & shuttering laid in position complete in all respects at all heights / levels.
- xxiv) Providing and laying cement concrete as per structural designs with crushed stone aggregate upto 20mm nominal size of reinforced concrete work mechanically mixed & vibrated in shelves excluding steel reinforcement but including centring & shuttering laid in position complete in all respects at all heights / levels.

- xxv) Providing and laying cement concrete as per structural designs with crushed stone aggregate upto 20mm nominal size of reinforced concrete work mechanically mixed & vibrated in fascias, parapets and other thin vertical sections, and corbelling not exceeding 10 cm thickness excluding steel reinforcement but including centring & shuttering laid in position complete in all respects at all heights / levels.
 - xxvi) Providing and laying cement concrete as per structural designs with crushed stone aggregate upto 20mm nominal size of reinforced concrete work mechanically mixed & vibrated in arches or curved roof / domes excluding steel reinforcement but including centring & shuttering laid in position complete in all respects at all heights / levels.
 - xxvii) Providing & mixing Concrete Admixture (Plasticiser) as per requirements of Design Mix confirming to IS Specifications.
 - xxviii) Damp proof course 40 mm thick of cement concrete 1:2:4 using stone aggregate upto 20 mm nominal size with two coats of bitumen 85/25 penetration at 1.65 kg/sq.m laid hot and sanded for boundary wall.
- Note: Any item of different description shown on drawing but not covered with the above description shall be carried out by the contractor and the cost is deemed to be included in the rates quoted by him. Nothing extra shall be payable.
- xxix) TMT / CTD (Ribbed / Tor steel) bar for RCC work where not included in the complete rate of RCC including cutting, bending, binding and placing in position and cost of binding wire complete at all levels / heights.

BRICK WORK

- i) All scaffolding, ladders, platforms, staging and plant required in the execution of work to any height or depth.
- ii) Hacking and roughening of concrete or other surfaces in contact with masonry for bondage.
- iii) Raking out joints to specified depth either for plaster or pointing or finishing the joint flush as the work proceeds as per drawings.
- iv) Levelling up and preparing tops of wall for damp-proof courses, pre-cast unit, plinth beams etc.
- v) Work in pillars, square and rounded, and also in curvilinear.
- vi) Keeping the work well wetted for minimum ten days, curing with water pump.
- vii) Work at all heights, depths and locations unless otherwise mentioned.
- viii) Use of the best quality locally available bricks.
- ix) Work in Curve, Circle or Cut work to shape as shown on drawings.
- x) Ist class brick work laid in cement sand mortar 1:6 in foundation and plinth / boundary wall.

- xi) Ist class brick work laid in cement sand mortar 1:6 in superstructure above plinth at all heights / levels as per drawings.
- xii) Ist class brick work 115 mm thick brick wall with every fourth course reinforced with 2 nos. M.S. Round Bars of dia 6 mm laid in cement sand mortar 1:4 in super structure at all heights / levels as per drawings.

MISCELLANEOUS

- i) Provision of Under Ground Water Storage Tanks of requisite capacity including excavation, PCC, RCC in foundation, RCC in walls, RCC slab as per approved structural / architectural drawings and testing of the same.
- ii) Provision of RCC overhead water tanks for fire fighting & general storage for each apartment as per approved drawings and testing of the same. The ball valves for the out flow are provided in the apartments itself and not on terrace.

SCHEDULE OF QUANTITIES

Construction of RCC Structure with Brick Work of Ess Vee Apartments (Phase-2), Sector-20, Panchkula, Haryana (Rates shall be quoted for all the items in figures & words).

S.No.	Item Description	Quantity	Unit	Rate	Amount (Rs)
1.1	Earth work in excavation in basement, foundations, trenches, etc. in all kinds of soils including dressing of bottom & sides of trenches stacking the excavated soil clear from the edge of excavation & subsequent filling around foundation / masonry in 15 cm layers with compaction, including disposal of all surplus soil as directed within the project site area.	2400	Cum		
1.2	Earth filling under floors with surplus soil excavated from basement, foundations, trenches and taken only from outside the building plinth in 15 cm layers including ramming, watering and consolidating as directed within the project site area.	2400	Cum		
2.1	Providing & laying Cement Concrete 1:4:8 with stone aggregate 40 mm nominal size mechanically mixed in foundations & plinth.	40	Cum		
2.2	Providing & laying Cement Concrete 1:8:16 with stone aggregate 40 mm nominal size mechanically mixed in foundations & plinth.	1270	Cum		
2.3	Providing & laying Design Mix Cement Concrete of grade M-25 with minimum cement contents 300 kg / cum, with crushed stone aggregate 20 mm nominal size of reinforced concrete work mechanically mixed & vibrated in footings, strips, foundations, plinth beams, rafts, pedestals and approach slab of bridges etc. excluding steel reinforcement but including centering & steel shuttering complete in all respects.	2900	Cum		
2.4	Providing & laying Design Mix Cement Concrete of grade M-30 with minimum cement contents 320 kg / cum, with crushed stone aggregate 20 mm nominal size of reinforced concrete work mechanically mixed & vibrated for square, rectangular, circular, L-shape & T-shape columns excluding	4740	Cum		

	steel reinforcement but including centering & steel shuttering laid in position complete in all respects at all levels / heights.				
2.5	Providing & laying Design Mix Cement Concrete of grade M-25 with minimum cement contents 300 kg / cum, with crushed stone aggregate 20 mm nominal size of reinforced concrete work mechanically mixed & vibrated for walls (above 20 cm thickness) straight & curved excluding steel reinforcement but including centering and steel shuttering laid in position complete in all respects at all levels & heights.	210	Cum		
2.6	Providing & laying Design Mix Cement Concrete of grade M-25 with minimum cement contents 300 kg / cum, with crushed stone aggregate 20 mm nominal size of reinforced concrete work mechanically mixed & vibrated in slabs & beams of basement with inclination not exceeding 25 degree with horizontal, excluding steel reinforcement but including centering & steel shuttering laid in position complete in all respects at all levels & heights.	5390	Cum		
2.7	Providing & laying Design Mix Cement Concrete of grade M-20 with minimum cement contents 300 kg / cum, with crushed stone aggregate 20 mm nominal size of reinforced concrete work mechanically mixed & vibrated in slabs, beams & staircases of super-structure, excluding steel reinforcement but including centering & steel shuttering laid in position complete in all respects at all levels & heights.	10275	Cum		
2.8	Providing & laying Design Mix Cement Concrete of grade M-20 with minimum cement contents 300 kg / cum, with crushed stone aggregate 20 mm nominal size for reinforced concrete work mechanically mixed & vibrated in lintel beams & shelves (if any), excluding steel reinforcement but including centering and steel shuttering laid in position complete in all respects at all levels & heights.	165	Cum		

2.9	Providing & laying Design Mix Cement Concrete of grade M-20 with minimum cement contents 300 kg / cum, with crushed stone aggregate 20 mm nominal size of reinforced concrete work mechanically mixed & vibrated in fascias, parapets and other thin vertical sections, and corbelling excluding steel reinforcement but including centering and steel shuttering laid in position complete in all respects at all levels & heights.	830	Cum		
2.10	Providing & laying DPC 40 mm thick of cement concrete 1:2:4 using stone aggregate 20 mm nominal size with two coats of bitumen 20/30 penetration at 1.65 kg / sqm laid hot & sanded.	8	Sqm		
3.1	Providing & laying TMT steel bars reinforcement for RCC works where not included in the complete rate of RCC including cutting, bending, binding & placing in position, etc complete in all respects at all levels / heights.	3880	MT		
4.1	Providing & laying Boulder Stone Masonry laid in cement sand mortar 1:6 in foundation and plinth.	2210	Cum		
4.2	Providing & laying 1 st class brick work laid in cement sand mortar 1:6 in foundation and plinth.	10	Cum		
4.3	Providing & laying 1 st class brick work 230 mm thick laid in cement sand mortar 1:6 complete at all levels / heights.	8780	Cum		
4.4	Providing & laying 1 st class brick work 115 mm thick with every fourth course reinforced with hoop iron laid in cement sand mortar 1:4 in super structure complete at all levels / heights.	41100	Sqm		
5.1	Providing & laying 10 mm thick cement plaster of mix 1:4 (1 cement : 4 fine sand) with water proofing compound on external surfaces of basement wall.	3340	Sqm		
5.2	Providing & laying Bitumen Coating with two coats of bitumen 20/30 penetration at 1.65 kg / sqm laid hot & sanded after applying priming coat.	3340	Sqm		
	Grand Total in figures				
Grand Total in words: Rs.					

