

Tender documents for the Waterproofing Job

For Project

RAS OFFICERS' CLUB

At

Plot No. 2, Institutional Area, Near Dainik Bhaskar office,

Gopalpura Bypass, JAIPUR

Date and Time of submission of Tender at

Directorate of Local Bodies, 22 Godown,

Near Civil Lines Railway Crossing, Jaipur : 12th October, 2017 before 12.00 noon

Opening of Technical Bid : 12th October, 2017 at 12.45 pm

Presentation & Opening of Financial Bids : 12th October, 2017 at 1.00 pm

(At DLB, Jaipur)

Time of Completion : 20 Months

Following are the types of documents in a construction contract:

1. **Project Detail**
2. **General conditions**
3. **Other Information's**
4. **Brief terms & Conditions**
5. **Appendix**
6. **Scope of Work, B.O.Q (bill of quantity)**

PROJECT DETAILS

Contract for complete Waterproofing Job of the proposed RAS Officer's Institute (Club House) building at Plot No. 2, Institutional Area, Near Dainik Bhaskar, Jaipur.

RAJASTHAN PRASHASHNIK SEVA PARISHAD, a registered society having a land measuring around 3270 sqm at Plot No.2, Institutional Area, near DAINIK BHASKAR is developing a **RAS OFFICERS' INSTITUTE (CLUB HOUSE)** building through **RAS Officers' Institute**(a registered society formed for the purpose of building and running this club house) Who will act as the employer for the Project.

This **CLUB HOUSE** building comprising of 2 Basement floors and 6 over ground floors (with the total built up area of approx. 1,20,000 sq.ft.) is supposed to house a number of facilities. It will be developed as a green complex with greenery around. The facilities include proper parking space at 2 basement and ground levels, coffee shop, indoor sports areas, outdoor sports areas, swimming pool, banquet hall, conference halls, guest rooms, restaurant, bar, roof top structures, Gym, Health Club etc.

GENERAL CONDITIONS

In constructing these conditions and the interpretations, specifications, schedule of quantities and contract of agreement, etc. the following work shall have the meaning herein assigned to them except where the subject or context is otherwise required.

- (A) **“Contractor”** shall mean to whom the contract is awarded and shall include his / their legal representative (s), Assignees(s), or successor(s).
- (B) ‘Site’ shall mean the site of the contract work including any building and creations there on as aforesaid allotted by the “RASOI / PMC / Architect” for the Contractor’s use.
- (C) ‘Notice in Writing or Written Notice shall mean a notice in written, typed or printed characters, sent (unless delivered personally or otherwise proved to have been received) by the registered post to the last known private or business address and of registered office of the addressee and shall be deemed to have been received when in the ordinary course of post, it would have been delivered.
- (D) ‘Act of Insolvency’ shall mean any act of insolvency as defined and laid down by the prevalent laws of the land.

1 “Contractor” to Provide Everything Necessary

- Ai) The “contractor” shall provide everything necessary for the proper execution of the works including tools and plants according to the intent and the meaning of the drawings, schedule of quantities and specifications taken together (as amended from time to time), whether the same any or may not be particularly shown or described therein, provided that the same can reasonably be inferred there from, and if the “Contractor” finds any discrepancy in the drawings or between the drawings, schedule of quantities, and specifications, he shall immediately and in writing refer the same to the “RASOI / PMC / Architect”. Final decision would be consider as per RASOI decision. Figures, dimensions shall be followed in preference to scale and the following order of precedence will be followed:
 - (A) Schedule of items/ works & quantities.
 - (B) Particulars of specification.
- Bi) The “Contractor” shall supply, fix and maintain at his cost during the executions of any works, all the necessary scaffolding, staging, watching, lighting by night as well as by day,etc. required not only for proper execution and protection of the public and the safety of any adjacent road, street cellars, vaults, ovens, pavements, walls, house, buildings, and all other erections, matters or things and the “Contractor” shall take down and remove any or all such scaffoldings, staging, etc., as occasion shall require or when ordered to do so and shall fully reinstate and make good all matters and things disturbed during the execution of work, to the satisfaction of the Architect / PMC and finally the “Employer”.
- Ci) All the tools, tackles and testing equipments required to complete the work execution and testing will be in part of contractor.

2. Eligibility Criteria: Contractor who fulfills the following requirements shall be eligible to apply.

Joint Ventures are not accepted.

Should have satisfactorily completed at least 3 Projects of half the size & Cost as mentioned below or one project of similar size and cost mentioned below during the last five years ending the last day of the month March 2017.

Similar nature of work means the Waterproofing Job of minimum Six storied building or a building having minimum height 15 meters with superior specifications. The Value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum; calculated from the date of completion to last date of receipt of applications for bids..

3 Contractor's Superintendence and Representative on the Works –

The "contractor" shall have necessary personal superintendence during the execution of the works, and as long thereafter as "RASOI / PMC / Architect" or his representative may consider necessary until expiry of the 'Defects Liability Period' stated in the appendix which is annexed hereto as **Annexure-4** of the agreement. The "contractor" shall also, during the whole time that works are in progress, employ a competent representative (who can also be the same person as the project engineer) who shall be constantly in attendance at the building while the men are at work. Any directions, explanations, instructions or notices given by the "RASOI / PMC / Architect" or his authorized representative to such representative shall be held to be given to the "contractor".

4 Assignment and Subletting

The whole of the work included in the contract shall be executed by the "contractor" and any part or share thereof or interest thereon without written permission of the "RASOI / PMC" shall not be assigned or sublet. Any such assignment or subletting by the RASOI / PMC shall relieve the "contractor" from the full and entire responsibility of the part so assigned or sublet.

5 Dismissal of Workman -

The "Contractor" shall on the request of the "RASOI / PMC / Architect" or his representative immediately dismiss from the works any person employed thereon by him who may in the opinion of the "RASOI / PMC", be incompetent or misconducts himself, and such person shall not be again employed on the works without the permission of the "RASOI / PMC / Architect".

6 Variation not to Vitate Contract & Ascertainment of price for extras etc.

The "RASOI / PMC / Architect" will have power to make any alteration & omission from / addition to or substitution from the original specifications, drawings, and instructions, that may appear to him to be necessary during the progress of the work, and the "Contractor" shall carry out the work in accordance with any instruction which may be given to him in writing signed by the PMC/Architect, and such alternations, omissions, additions or substitutions shall not vitiate the contract and any altered, additional or substituted work, which the "Contractor" may be directed to do in the manner specified above as part of the work to be carried out by the " Contractor" on the same conditions in all respect on which he agrees to do the main work . In such an event, the time for the completion of the work shall be extended in the proportion that the altered, additional

or substituted work bears to the original contract work (only in case the changes are of a substantial nature).

The rates for such additional altered or substituted work under this clause shall be worked out in accordance with the following provisions respective by –

- (i) If the rates for the additional, altered or substituted work are specified in the contract for the work, the “Contractor” is bound to carry out the altered, additional or substituted work at the same rates as are specified in the contract for the work.
- (ii) If the rates for the additional, altered, or substituted work are not specially provided in the contract for the work, the rates will be derived from the rates for similar class of work as are specified in the contract for the work.
- (iii) If the altered, additional or substituted work includes any work for which rates cannot be derived from the similar class of work, in the contract, then such work shall be carried out at the rates as per RASO'I keeping in view the prevailing rates, mutually agreed based on the rate analysis including overheads and profit of the “Contractor”

7 **Measurement of Works-**

Measurements shall be taken in accordance with the standard method of mode of measurement of building works as per P.W.D. Rajasthan specification or BIS. The “Contractor” or his agent may at the time of taking measurement take such notes and measurement as he may require. All authorized extra works, omissions, and other items if subsequently authorized by the “RASOI / PMC / Architect” or his authorized representative in writing shall be included in such measurement.

The “Contractor” shall submit running bills supported by details and after the completion of the work to the satisfaction of the “RASOI / PMC / Architect” the “Contractor” shall forward the final bill in the same manner as explained above. No. claim shall be entertained in respect of work after submission of final bill by the “Contractor”.

8 **TESTS**

After completion of the works and before first delivery is taken, a full test will be carried out of the work for a period of sufficient duration to determine the satisfactory working thereof. During this period the work will be inspected by “RASOI / PMC / Architect” and the Contractor shall make good, to the satisfaction of the “RASOI / PMC / Architect”, any defects which may arise.

The Contractor shall provide all instruments and equipment required for testing and completion.

9 Notice to Be Given Before Work Is Covered Up-

The "Contractor" shall give not less than seven days' notice in writing to the Architect/ PMC Engineer in charge or his subordinates in-charge of the work before covering up or otherwise placing beyond the reach of measurement, any work that the same may be measured, and correct dimension there be recorded before the same is so covered up or placed beyond the reach. Architect or PMC Engineer in-charge shall within the aforesaid period of seven days inspect the work, and if any work is covered up or placed beyond the reach of measurement, or without such notice having been given or PMC's consent not 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 or the materials with which the same was executed.

10 Defects after Completion

Any defects, shrinkage, settlement or other faults, which may appear within the 'Defect Liability Period', arising in the opinion of the "RASOI / PMC's engineer / Architect" of the materials or workmanship or specifications, drawings, and directions in the writing of the "RASOI / Architect / PMC's shall within such reasonable time as specified in writing be rectified, amended and made good by the "Contractor" at his own cost. The "RASOI / PMC's" engineer shall decide whether the "Contractor" ought to be paid for such amending and in case of default the "RASOI / PMC" may employ and pay other persons to amend and make good such defects, shrinkage, settlement or other faults, and all damages, loss and expenses consequent thereon and incidental thereto shall make good and born by the "Contractor" and such damages, loss and expenses shall be recoverable from him by the "RASOI / PMC". This may be deducted by the "RASOI / PMC" on PMC/Architect's certificate in writing, from any money due or that may become due to him (Contractor).

11 Certificate of Virtual Completion-

The work shall not be considered as complete until the PMC Engineer/ Architect have certified in writing that the works have been virtually completed and the defects liability period shall commence from the date of such certificate. Such certificates of virtual completion shall not be issued until the "Contractor" shall have cleared the site to the satisfaction of the "RASOI / PMC / Architect".

12 Date of Commencement and Completion

The "Contractor" shall be allowed admittance to the site in the 'Date of Commencement' stated in the Work Order, and he shall hereupon and forth with begin the work and shall regularly proceed with and complete the same on or before the 'Date of completion' stated in the appendix subject nevertheless to the provision for the extension of time hereinafter contained.

13 Damage for Non-Completion

If the "Contractor" fails to complete the works by due date or within any extended time under writing, the "Contractor" shall pay or allow the "RASOI" the "**Liquidated Damage**" for the period during which the said works shall so remain incomplete and the "RASOI" may deduct such damage at the of **Rs. 1,000 per day** subject to the maximum of 2% of contract value will be levied. However delays due to non-supply of working drawings, natural calamities like floods, heavy rains, earth quakes and bandh, curfew etc. will not be counted in delays.

14 Damages through Unforeseen Events.

No compensation for any damage caused to the work or material by "Contractor's" work force shall be paid to the "Contractor", the "Contractor" shall have to make good all such damages himself at his own cost. (Except Force Majeure)

15 Termination of the Contract by the "RASOI / PMC"-

On default of "Contractor" in execution of work to the satisfaction of "RASOI / PMC / Architect" in all respects, the RASOI shall have the right to terminate the contract after giving 7 days' notice.

16. Clearance of Site-

The "Contractor" shall have to remove debris related to his work from the site of work, before handing over the work to the "RASOI / PMC". The work shall not be treated as completed in all respects unless this requirement is fulfilled by him. In the event of the "Contractor" failing to do so, the "RASOI / Architect/ PMC" shall have the right to get site cleared, at the "Contractor's" risk and cost without prejudice to the right to recover damages under clause 13 of the contract.

17. LABOUR REGULATIONS:

17.1 REGULATIONS:

The contractor shall be wholly and solely responsible for full compliance of provisions under all labour laws and / or regulations including the latest requirements of all the acts, laws, any regulations or bye-laws or any local or other statutory obligation applicable in relation to the execution of the work as Payment of Wages Act 1936, employees liability act 1938, workmen's compensation act 1923, industrial disputes act 1947, the Maternity benefit act 1961, the contract labour (regulation and abolition) act 1970 and the factories act 1948, minimum wages act 1948, apprentices act 1961, any other act including E.S.I.C. Act or enactment and rules framed there under from time to time, industrial employment, (standing order) act 1946 (amended), personal injuries (compensation insurance) act 1963 and any modification thereof and rules made there under from time to time, employees provident fund and miscellaneous provision act 1952, Owner's liability act 1938, or any modifications thereof or any other law relating thereto and rules there under for the time being in force introduced from time to time which may be applicable to employees of the contractor. The contractor shall assume liability and shall indemnify the owner from every expense, liability or payment by reason of the application of any labour law, act, rules or regulations existing or to be introduced at a future date during the term of the contract. Insurance cover towards the above shall be affected by the contractor as called for. In general, in respect of all labour directly or indirectly employed in the work for the performance of contractor's part of the contract, the contractor shall comply with all the rules framed by the Government authorities concerned from time to time for protection of the health and welfare of the workers. The contractor shall obtain a valid license under the contract labour (R & A) act 1970 and the contract labour (regulation and abolition) central rules 1971 and under any other applicable rules before the commencement of the work and continue to have a valid license until the completion of the work and shall pay the statutory fee, file returns, etc. in compliance under all such Acts.

17.2 PAYMENT OF WAGES:

The contractor shall pay to labour employed by him either directly or through sub-contractors wages not less than the minimum wages as defined in the relevant local labour regulations or as per the provisions of Minimum Wages Act, 1948 or the contract labour (regulation and Abolition) act 1970 and the contract labour regulation and Abolition of central rules 1971, wherever applicable and observe hours and conditions of labours according to the conditions established for the trade or industry or prescribed by regulations or order in force in the district where the work is carried out. He shall also abide by the minimum wages and other regulations applicable to the labour engaged in the work, as laid down by the concerned local authorities to which the organizations of Owners and trade union representatives or a substantial proportions of the Owners and workers engaged in the trade or industry in the district are affiliated. In the absence of such established rates and conditions the contractor shall pay rates or wages and observe hours and conditions of labour which are not less favorable than the general level of wages, hours and conditions observed in the trades or industries similar to those in which the contractor in engaged.

17.3 MODEL RULES:

The contractor shall at his own expenses comply with or cause to be complied with Model Rules for labour welfare framed by Government or other local bodies from time to time for the protection of health and for making sanitary arrangements, Malaria control, etc. for workers employed directly or indirectly on the work and in the workers hutment area including any temporary stay arrangement. In case the contractor fails to make arrangements as aforesaid, the owner shall be entitled to do so and recover the cost thereof from the contractor, without absolving the contractor from all or any consequences of his defaults.

18 CONTRIBUTION TOWARDS EMPLOYEE BENEFITS, FUNDS ETC :

The contract price includes expenses necessary to meet the contractor's obligations for making contributions towards employee benefits funds (such as provident fund , ESI benefits, old age pension and /or any other benefits/ compensation legally payable) in compliance with all the statutory regulations and requirements whether specifically mentioned here or not. All records in this connection shall be properly maintained by the contractor and produced for scrutiny by the concerned authorities, the Engineer-In-Charge, and the owner whenever called for.

19 Minimum Wages Act & Rules-

The "Contractor" shall comply with all the provision of /The Minimum Wages Act. The contract or shall, also comply with all the provisions of the P.W.D "Contractor's" Labour Regulations' made by the Government from time to time C.P.W.D., safety code framed from time to time as well as ' Model rules for the protection of health and sanitary arrangements for worker employed by the "Contractor" shall also from part of this contract. The contractor will follow all labour laws which are applicable in the

state including provident fund rules. **Contractor will ensure that in no case the RASO'I will have any responsibility about the workers/employees of the contractor.** The RASOI / PMC will also watch whether the contractor follows the all labour laws **and other statutory Rules & Regulations of Govt. in this regards.**

20 **Possession Prior to Completion-**

The "RASOI / PMC" shall have the right to taking possession of or use any completed or partially completed part of the work. Such possession or use shall not be an acceptance of any work completed in accordance with contract agreements.

21 **Alternatives-**

The "Contractor" is to quote for various alternative items of work described in the schedule of quantities. The "RASOI / PMC" reserves the right to substitute the items in lieu of original items in the tender either in part or in full.

22 **Record and documentation of test report-**

- a. A proper record/ documentation of the work test report daily signed by the "Contractor"/ PMC Team Leader /site engineer will be maintained by the "PMC". All tests will be done in presence of the PMC site engineer.

23 **Taxes and Duties-**

i. Income – Tax

Income Tax at the prevailing rate, on gross amount billed, shall be deducted from Contractor's bills as per relevant provisions of the income Tax Act

- ii. GST will be paid extra over rates quoted as mentioned in the tender by the contractor. No escalation shall be allowed on labour. Any New Taxes applicable at any stage on any works shall be to contractor's account. The contractor shall include in his rates statutory obligations of his labour such as ESI, PF, etc, if applicable and indemnify the RASOI against the same.

iii. Other Taxes

Contractor shall be fully and exclusively liable for all the statutory taxes, levies, cess etc. now in force and hereafter increases, or modified in respect of works and materials by central and state government authorized.

24 Specification and drawing will be supplied by Architect. All specifications will be written on the respective drawings supplied. In case of any doubt regarding specification, Architect will be contacted and clarification sought by the "Contractor".

25 **Safety Clause-**

- i. During the execution & Testing, the safety of workers / adjacent buildings / roads/ public utilities shall be total responsibility of "Contractor" and the "Contractor" shall be responsible for injury to persons or things and all structural damages to the property which may arise from the operation or neglect of the " Contractor's" employees, nominees, "Sub-Contractor's" or their employees. Whether such injury or damages arises from carelessness, accident or any other causes whatsoever, in any way connected with the carrying out of construction pursuant to these presents.
- ii. The "Contractor's" shall indemnify and keep the owners harmless against any claims, demands, actions, proceedings that may be made against the "RASOI / PMC/ Architect" or that may be suffered by the "RASOI / PMC / Architect" by reason of anything done by the "Contractor" pursuant to said works.
- iii. The "Contractor" shall obtain required insurance policies covering all such risks covering labour engaged by them.

26. SAFETY CODES:

In respect of all labour directly or indirectly employed on the work for the performance and execution of the contractor's work under the contract, the contractor shall at his own expenses arrange for all the safety provisions as listed in (i) Safety codes of C.P.W.D. and Bureau of Indian Standards,

Precautions as stated in the safety clause are the minimum necessary and shall not preclude the contractor taking additional safety precautions as may be warranted for the particular type of work or situations. Also mere observance of these precautions shall not absolve the contractor of his liability in case of loss or damage to property or injury to any person including but not limited to the contractor's labour, the owner's Engineer-In-Charge's ,architect's, owner's representative and or any member of the public or resulting in the death of any of these.

Protective gear such as safety helmets, boots, belts etc. shall be provided by the contractor at his own cost to all his manpower at the site. The contractor shall impose such requirements on all sub-contractors and vendors also. It shall be the responsibility of the contractor to ensure that such protective gear is worn at all times by all personnel working at the site during the term of the project. The owner and project manager / owner's representative shall each have the right to stop any person not wearing such protective gear from working on the site.

In case the contractor fails to make arrangements and provide necessary facilities as aforesaid, the owner shall be entitled to do so and recover the costs thereof from the contractor, the decision of the owner's representative in this regard shall be final and binding on the contractor.

27 Approximate Quantities-

The quantities given in the Bill of Quantities are approximate only and these quantities are liable to alterations by omissions, reductions or additions to any extent without affecting the rates or terms and conditions of the Contracts.

- 28 All the material procured by the contractor will be deposited in site store, material will be issued by PMC/store incharge on day to day basis against the progress report submitted by the contractor..The cement and sand will be made available by RASO'I.
- 29 The Rates Quoted in the Schedule of Quantities includes all Lead & Lift and are valid for all heights. No Extra payment will be claimed by the Contractor on this account.
- 30 A detailed agreement will be executed between the RASOI & the contractor at the time of issue of work order.
- 31 Tenderers are advised to inspect and examine the site and its surrounding and satisfy themselves before submitting their tenders. A tenderer shall be deemed to have full knowledge of the site whether he inspect it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed.

Other Information:

- 1) The bid document can be downloaded from the RASO'I website www.rasassociation.com , free of cost.
- 2) Bidders shall have to submit their offers in two separate envelopes.
- 3) The sealed cover within the main cover should contain:
 - (a) Qualification, Credentials, EMD, superscribed "**Packet A**"
 - (b) Financial bid clearly superscribed "**Packet B**".
- a) Bids not supported with EMD shall be summarily rejected.

The "Packet A "should contain -

- b) Details of the Bidder, Contact Address, email, phone, Fax.
- c) Documents in support of the eligibility criteria for this bid.
- d) Bidders to provide indemnity bond stating that they are not blacklisted by any Govt. Authority/Agency.
- e) EMD by way of Demand Draft drawn in favour of "**RAS OFFICERS INSTITUTE**" payable at **JAIPUR** for an amount of **Rs. 10,000/-**.
- f) Copies of PAN Card, GST Registration, **PF/ESI Registration**, etc.

The "Packet B "should contain -

Only the financial bids of bidders eligible as mentioned above will be opened. Financial bids of the bidders failing to eligibility criteria will not be opened.

The rates shall be written properly both in figures and the words, in case of any discrepancy will consider the lowest rate as the final

Last Date for Submission of the Bid: 12th October, 2017 12.00 noon at the address given below. Technical Bids will be opened in presence of Construction Committee of RASO'I on 12th October, 2017 at 12.45 pm. Presentation and opening of financial bid on 12th October, 2017 at 1.00 PM at the address given below:

Directorate of Local Bodies,

22 Godown, Near Civil Lines Railway Crossing, Jaipur

RASO'I reserves the right to cancel any or all the offers or the bidding process without assigning any reason, whatsoever.

BRIEF TERMS & CONDITIONS

1	Project Multi-storied Club House – Near Dainik bhaskar office, Jaipur (2 Basement + Ground + 5 Floors + Structures on Terrace) Total Gross BUA : 1,20,000 Sqft (approx.)
2	Scope of work – Complete Waterproofing Works as per the BOQ Enclosed
3	Type of Contract –With Material rate contract.
3.01	The Contractor shall note that unless otherwise stated, the Contract is strictly on with material rate basis contract.
3.02	The quantities in the Schedule of Quantities approximately indicate the total extent of work but may vary to any extent and may even be omitted thus altering the aggregate value of the Contract. No claim shall be entertained on this account
3.03	Rate Only Items / Alternatives The “Contractor” is to quote for various alternative items of work described in the schedule of quantities. The “RASOI and its representatives” reserves the right to substitute the items in lieu of original items in the tender either in part or in full.
3.04	Material shall be provided by Contractor at site.
3.05	Electricity and water shall be provided free of cost by “RASOI” at work site at one point.
4	SUFFICIENCY OF RATES
4.1	The Contractor shall be deemed to have satisfied himself before contracting as to the correctness and sufficiency of his contract for the works and of the prices stated in the schedule of quantities and/or the schedule of rates and prices which rates and prices shall cover all his obligations under the contract, and all matters and things necessary for the proper completion of the works.
4.2	The Rates Quoted in the Schedule of Quantities includes all Lead & Lift is valid for all heights. No Extra payment will be claimed by the Contractor on this account
4.3	The rates shall include all taxes, duties, Excise Duty, Octroi, Cess, at prevailing rates except the GST which will be borne by the RASOI. The increase in taxes and duties in future will be the liability of the contractor.

4.4	<p>Rates are fixed for the duration of the project and no escalation shall be allowed for variation in price on labour, diesel, freight, taxes, octroi, any duty, levies etc.</p> <p>The contractor shall include in his rates statutory obligations on his labour compliance such as ESI, PF, etc, if applicable.</p>
4.5	The rates shall be inclusive of: The rates quoted in the Contract shall include all charges for clearing of Site before and after commencement, fencing, hoarding, Plant and equipment, storage sheds, watching and lighting on all days and all other erections.
4.6	The rates quoted shall be deemed to be for the finished work to be measured at Site and include the rate for protection of the finished items.
4.7	TDS at prevailing rates on the gross value of each running bill will be deducted at source. Worker's compensation is to be borne by the contractor himself.
5	<p>Manpower Resources</p> <p>That all the labour, staff, supervisors and engineers will be provided by the contractor for the Water Proofing Work purpose. The engineering staff to be provided by the contractor will be adequate nos. of supervisors / foremen which would be jointly agreed. Before commencement of any work, detailed construction schedule to be submitted by the contractor for the same. And in case of deviation from that schedule, recovery measures and revised schedule to be provided by him every time.</p>
6	That all the staff members, labour, workers, supervisor, engineers, operators etc. will be the employee of contractor itself, and the owner/RASOI / PMC will not be in any way treated as an RASOI / PMC. Thus, there will be no RASOI / PMC – Employee relationship.
7	<p>Tools & Plants</p> <p>All tools, plants, machinery etc shall be arranged by the contractor. The list of the same to be submitted by the contractor with the tender.</p>
8	<p>Completion Period</p> <p>Time is the essence of the contract. The Completion period of the work shall be 20 Months from the date of commencement as per schedule attached herewith.</p> <p>(Note – All these milestone dates are the latest dates by which these activities should start & finish. However contractor can pre- pone the activities if as per his schedule the activities needs to be started earlier to achieve the handing over dates).</p>
9	<p>Damages</p> <p>That all the damages caused by the accident or the carelessness of the workmen, or any material are wasted or is misused by the workmen, will be to the account of the contractor, who shall make good the same.</p>

10	<p>Penalty for the delay</p> <p>In case of delay in completion of Project in stipulated period of completion a penalty of Rs. 1,000/- per day subject to the maximum of 2% of contract value will be levied.</p> <p>However delays due to non-supply of working drawings, natural's calamities like floods, heavy rains, earth quakes, strikes, bandh, curfew etc. will be considered and the suitable extension will be given.</p>
11	<p>SAFETY</p> <p>The Contractor acknowledges and agrees that they will exercise the overall co-ordination of safety matters relating to the Project including those affecting the Contractor's personnel. The Contractor further acknowledges that the Engineer in Charge / Project Manager shall have the right to instruct direct or take any action deemed necessary to ensure that the Safety issues are met. This does not relieve the Contractor of its responsibilities relating to its personnel or the Works.</p> <p>The Contractor must at all times exercise all necessary precautions for the safety of all persons on the Site, members of the public who may be affected by the Works and the protection of the environment.</p>
12	<p>Minimum Safety Requirements</p> <p>Proper working platform shall be provided for working at height more than 2.0m / 6'6". Harnesses and personal protective equipment must be used as a last resort.</p> <p>All persons working on suspended scaffolds/cradles/gondolas must wear and use appropriate fall prevention equipment so as to protect them effectively at all times when they are at risk from any failure of any part of the scaffold/cradle/gondola, including its suspension system.</p> <p>Free-standing scaffold towers used externally must not be higher to the top platform level than three times the minimum base dimension, unless secured to a permanent structure. For internal use only, the height to platform may rise to 3.5 times the minimum base dimension. Wheels must be locked when towers are in use. No person is permitted to remain on a tower platform while a tower is being moved.</p> <p>Adequate lighting must be provided to enable safe access to and egress from every place on a site where persons are liable to work; this is in addition to task lighting.</p>
11	<p>R.A. Bills</p> <p>The bills shall be paid either monthly or subject to a minimum amount of Rs. 50,000/-. Seventy (70%) percent of the bill amount shall be paid within Seven working days after submission of verified bills. Balance payments shall be made within next seven days after getting verified bill from PMC</p> <p>Security deposits shall be deducted @ 5 % from each Running bill. 50% of this S.D. will be refund after satisfactory completion of works and balance after the expiry of "Defects Liability Period" of 1 Years</p>

12	In case the work is temporarily suspended by the "RASOI" due to reasons beyond his control, adequate extension in completion period may be considered but no financial damages will be paid to the "contractor".
13	In case work is abandoned by the "Contractor", the security money shall be forfeited by the "RASOI and its representative" after giving 7 days notice by registered post. The work done by him will be measured & finalized & balance left over work will be awarded by the RASOI / PMC to some other contractor at the risk & cost of the contractor who left the work incomplete.
14	In case any dispute or difference should arise between the parties, whether in respect of work done or in respect of quality of material used by the contractor or delay in completion of work or any other matter arising out of works or relating to the specifications, designs, drawings, orders during the progress of the work or after the completion or abandonment thereof or any matter arising out of the agreement shall be referred to the sole arbitrator. The arbitrator shall decide the dispute within two months. This submission to arbitration shall be deemed to be a submission to arbitration within the meaning of the Arbitration and Conciliation Act, 1996 or any statutory modification thereof. The award of the arbitrator shall be final, conclusive and binding. Legal jurisdiction shall be that of Jaipur courts only.
15	The contractor will not divert the funds/payments released for the project to the other project. The statement should be provided briefing the detail of major transactions done for the project whenever asked for.

The documents including annexure have been read by us and fully understood by us.

Appendix

1.	Date of commencement	Within 07 days of work order
2.	Time of completion	20 months from Date of commencement
3.	Liquidated damages for non-completion of work in time per day	Rs. 1,000 /- per day subject to the ceiling of 2 % of contract value
4.	Minimum interval between submission of interim bill	One Month -
5.	Minimum value of works for interim certificate	Rs. 50,000.00/-
6.	Maximum period of payment of interim bills	15 (fifteen) days from the date of submission of bills/ 70 % within 7 working days, remaining with in next 7 days after verification of bill -
7.	Period of submitting the final bills	Within one month of the completion -
8	Warranty Time	10 Year from the date of certificate.
9	Payment of S.D.	50 % with Final Bill Payment, remaining amount after defects liability period -
10	Defects liability period	1 year from the date of completion of the work.
11	Approved makes of material to be used	Pidilite(Dr. fixit)/Fosroc/Perma/Sika or EquivalentA

SCOPE OF WORK / BOQ

S.No.	Item Description	Unit	Qty	Rate	Amount
	SUB HEAD IV- WATERPROOFIN G				
1	WATER PROOFING WORKS				
	(Quoted Rates are for all heights, depths, levels, leads and lifts) The operations describe below are only indicative & the item is to be executed as per technical/ manufacturer's specification. Testing shall be done by ponding water (150mm depth) for 72 hours.				
	Note: (The Water proofing work must be executed by an approved specialized Agency. The Contractor shall give a 10 years guarantee as per instruction of the Project Manager).				
1.1	Terrace Water proofing				
	Providing and laying water				

	proofing treatment for terrace with the following including cleaning the RCC slab top surface.				
	Providing and laying slab terrace waterproofing with the following specification including cleaning and smooth rendering the RCC slab top surface. (Actual surface area treated shall be measured & paid for)				
	Providing and laying two coats of two component polymers modified cementitious, elastomeric, waterproofing (first layer to be @1.0kg/sqm, the second @ 0.8kg/sqm) on the entire surface over a coat of neat cement slurry admixed with SBR LATEX of approved manufacturer and sealing all corners, joints, junction of pipes and masonry etc. with Epoxy putty				

	all complete as per manufacturer's specification and drawing.				
	Extra for covering top of membrane with Geotextile, 120 gsm non woven, 100% polyester of thickness 1 to 1.25 mm bonded to the membrane with intermittent touch by heating the membrane by Butane Torch as per manufactures recommendation	Sqm	1134		
1.2	DECK SLAB WATERPROOFING				
	Providing and laying slab terrace waterproofing with the following specification including cleaning and smooth rendering the RCC slab top surface. (Actual surface area treated shall be measured & paid for)				
	Providing and laying APP (Atactic Polypropylene				

	<p>Polymer) modified prefabricated five layer 3 mm thick water proofing membrane, black finished reinforced with nonwoven polyester matt consisting of a coat of bitumen primer for bitumen membrane @ 0.40 litre/sqm by the same membrane manufacture of density at 25°C, 0.87-0.89 kg/ litre and viscosity 70-160 cps. Over the primer coat the layer of membrane shall be laid using Butane Torch and sealing all joints etc, and preparing the surface complete. The vital physical and chemical parameters of the membrane shall be as under : Joint strength in longitudinal and transverse direction at 23°C</p>				
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	<p>as 650/ 450N/ 5cm. Tear strength in longitudinal and transverse direction as 300/250N. Softening point of membrane not less than 150°C. Cold flexibility shall be upto -2°C when tested in accordance with ASTM, D - 5147. The laying of membrane shall be got done through the authorised applicator of the manufacturer of membrane</p>				
	<p>Extra for covering top of membrane with Geotextile, 120 gsm non woven, 100% polyester of thickness 1 to 1.25 mm bonded to the membrane with intermittent touch by heating the membrane by Butane Torch as per manufactures recommendation</p>	<p>sqm.</p>	<p>205</p>		
<p>1.3</p>	<p>WATERPROOFING OF</p>				

	TOILETS/BATHROOMS/KITCHEN				
	<p>Providing, applying & testing water proofing treatment of RCC sunken slabs (toilets, kitchens/sunken area where ever required as per the drawing etc.), comprising of the following operations and any other works necessary to make the sunken portion water proof.</p>				
	<p>Providing and laying water proofing treatment for terrace with the following including cleaning the RCC slab top surface.</p>				
	<p>Three coats of acrylic based Polymer - (first layer of acrylic based Polymer to be @0.253kg/sqm, the second & third layer to be @ 0.126kg/sqm) each admixed with grey cement ,sealing all corners, joints, junction of pipes and masonry etc. with Epoxy putty</p>	<p>sqm.</p>	<p>693</p>		

	all complete as per manufacturer's specification and drawing.				
1.4	WATER TANKS/LIFT PIT/SUNKEN AREA				
	Cleaning the RCC slab and wall with water cleaning the construction joints in horizontal and vertical surface and opening with V Groove and filling with it with SBR LATEX modified mortar after giving a coat of acrylic based Polymer with cement slurry				
	Providing & Fixing 1/2" GI nozzles at 1.5 mc/c at the construction joint using Roff Grout GP. Grouting the nozzles with cement slurry admixed with Roff Grout Mix. Sealing the top of nozzles with Grout GP.				
	Providing and laying two coats of two component polymers modified cementitious,	Sqm	304		

	elastomeric, waterproofing (first layer to be @1.0kg/sqm, the second @ 0.8kg/sqm) with 45 GSM fiber reinforced sheet over the entire area.				
1.5	WATERPROOFING OF BASEMENT (RCC STRUCTURE)				
a	Horizontal surface				
	Providing and laying water proofing treatment with Chemical waterproofing by the Owner on horizontal and vertical surfaces as per Manufacturer's specifications, complete in all respects". 'Actual surface area of treatment both horizontal and vertical shall be measured. The Contractor shall furnish ten years guarantee for Waterproofing				
	Providing and laying water proofing treatment by applying cement slurry mixed with water proofing cement compound	Sqm	1922		

	<p>consisting of applying: a) after surface preparation, first layer of slurry of cement @ 0.488 kg/Sqm mixed with water proofing cement compound @ 0.253 kg/ SQm. b) laying second layer of Fiber glass cloth when the first layer is still green. Overlaps of joints of fiber cloth should not be less than 10 cm. c) third layer of 1.5 mm thickness consisting of slurry of cement @ 1.289 kg/ sqm mixed with water proofing cement compound @ 0.670 kg/sqm and coarse sand @ 1.289 kg/sqm.</p>				
b	Vertical Surface (RCC retaining wall)				
	<p>Providing and laying water proofing treatment by applying cement slurry mixed with water proofing cement compound consisting of applying: a) after surface preparation, first layer of slurry of</p>	Sqm	1112		

	<p>cement @ 0.488 kg/SQm mixed with water proofing cement compound @ 0.253 kg/ SQm. b) laying second layer of Fiber glass cloth when the first layer is still green. Overlaps of joints of fiber cloth should not be less than 10 cm. c) third layer of 1.5 mm thickness consisting of slurry of cement @ 1.289 kg/ sqm mixed with water proofing cement compound @ 0.670 kg/sqm and coarse sand @ 1.289 kg/sqm.</p>				
	Total carried over to summary WATERPROOFING				