

SPECIAL CONDITIONS

01. Rates quoted should be inclusive of all taxes, royalties, carriage and all other incidental charges what so ever.
02. The contractor(s) shall not stipulate any additional conditions in their tender for increase of rate due to increase in rate of taxation railway freight etc.
03. The rate should be written in figures as well as in words in such a way that interpolation is not possible.
04. Taxes, railway freight and incidental charges in materials and labour in respect of the contract shall be payable by the contractor and the Institute shall not entertain any claim whatsoever in this respect.
05. The tenderer should acquaint themselves with the work and working conditions of the locality and no claim will be entertained on the issue.
06. Site for execution of work will be available as soon as the work is awarded, in case, it is not possible for the department to make the entire site available on award of the work, the contractors will have to arrange his working program accordingly. No claim whatsoever for not giving site on award of the work and giving the site gradually will be tenable.
07. The contract for the construction shall commence from the date of issue of work-orders.
08. The contractor(s) shall study the specifications, drawing and conditions carefully before submitting the tender.
09. The work will be executed according to the approved and sanctioned design and drawing, from time to time which will be binding on the contractor. No claim for change or modification in drawings and design will be tenable.
10. The contractor will be issued departmental materials as per availability of the same with the department. Materials taken by the contractor in excess on the calculated requirement will be charged to panel rates, which will be double the issue rates of the materials.
11. Contractor shall have to keep up-to-date account of materials, at site and his store will inspected and stock taking will be done as and when required by the Superintending Engineer/ Supervising Staff in such check up.
12. Quantities mentioned in the bill of quantity are approximate and it may increase or decrease. Nothing extra will be paid for such increase or decrease in quantity of various items or works.
13. No claim shall be entertained on the ground of fluctuation of rates in labour and materials etc. in the market during the period of filling tender and of completion of work.
14. The contractor shall arrange for necessary site accommodation and other facilities such as medical aid for the labour engaged by him at his own cost and no claim on this ground or for any incidental charges shall be entertained.
15. No claim for ideal labour due to non-supply or delay in supply of materials, machine, design etc by the institute will be entertained.
16. The contractor will strictly follow the conditions laid down in the minimum wages Act. He shall comply with the labour laws as may be current and furnish information as required from time to time.
17. All materials brought to site by motor vehicle other than vehicles belonging to the contractor this work should be public carriage vehicles. The carriage of such materials by private carrier would be illegal and contractor will accordingly responsible for employing private carrier instead of public carrier.
18. The motor vehicle rules shall be followed by the contractor who will also responsible for infringement of traffic rules, accidents damages to road and culvert etc. No responsibility for all or any the above will rest with the institute.

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19. The work shall be done according to the Building Circle Patna specification. In respect of such items of works which are not covered by the Circle specifications. The Specifications laid down by the Superintending Engineer, IGIMS, Patna shall be followed, which will be final and conclusive.
20. All R.C.C. as well as plain cement concrete works shall be machine mixed and vibrated properly. For curing horizontally laid concrete components shall be submerged under 2" constant head of water and on vertical concrete components shall be constantly sprayed as directed by the engineer in charge.
21. Lime concrete intended for terrace work over R.C.C. slab roof shall also be machine mixed.
22. All shuttering and centering materials shall be arranged and procured by the contractor at his own cost and shall consist of rigid wood works and steel works so as not to deform or get disturbed, as sequel to the working of vibrator. All scaffolding materials shall also be procured and by the contractor at his cost. In case of centering and shuttering of R.C.C. columns only steel plates of requisite thickness shall be used and not wooden planks so as to give smooth surface.
23. No claim shall be entertained by the institute for cleaning and scrapping rust and other harmful clement from steel.
24. All R.C.C. works shall be designed as per latest I.S. Code of practice.
25. If during execution of work, an item is provided in the B.O.Q. is not required to be executed due to change of specification etc., the contractor will have no claim what-so-ever if that item is not got executed through him.
26. The contractor shall get sample of brick, sand, stone-chips etc, approved by the Executive Engineer In charge before undertaking mass collection. The same samples of the approved quality of materials shall be kept in custody of the Executive Engineer in charge, for comparison later on and when the contractor's supply is made during progress of the work.
27. For over all structural works except plastering, clean and coarse Sone-sand shall be used and should be screened to 266 mesh in one square inch before use in work.
28. Flat iron for making grills for windows, rails for staircase etc. shall be procured by the tenderer him-self.
29. All points of welding grills etc. must be clean, smooth and strong. The samples of grill shall be got approved by the Executive Engineer/Engineer in charge before taking up mass manufacture.
30. After completion of work, the building floor shall be thoroughly washed and cleaned. Any paint. Cement marks on glass panes, shutters shall be removed and cleaned properly at the contractor's cost.
31. The contractor shall remove his surplus materials, rubbish etc., and leave the site clean and leave after leveling and dressing the premises of the work as directed by the Engineer in Charge.
32. The site shall be cleaned of all rubbish, leveled and dressed as directed by the Engineer In Charge and shall be prepared for lay out works. Rushes, weeds, stumps of trees if any shall be removed by the contractor at his own cost before lay-out is taken up as directed by the Engineer in Charge. The costs of masonry pegs, strings, labors etc., are incidental expenditure in the layout of the work and shall not constitute claim for the same.
33. The arrangement and cost of all strong-shad, labour, shades, vats, tools and plants scaffolding water supply, electric power supply and building accessories shall be borne by the contractor. He shall also provide all facilities and medical-aid to the labours employed by him at his cost.
34. Any approach road necessary for carriage of building materials to site will have to be constructed by the contractor at his own cost and no claim for the same will be entertained by the Institute.
35. The contractor shall keep at site such equipments as required for testing for the field, the soundness of materials etc. Moulds for making concrete cube, steel cones for slump test etc., shall be kept at site and cost for making them shall be born by the contractor and no claim for the same will be tenable. He shall arrange for collecting the samples and forwarding the required number of samples for test and analysis at such time and to such places as directed by the Engineer in charge and full payment for R.C.C. works executed shall be made only on satisfactory test result.

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36. Good and Approved quality of Lime shall be used and samples may be approved before use in works. In all R.C.C. & P.C.C. work, stone chips & Sone sand of specified size & grade shall be used in Concrete work. Masonry works shall be confirm to the relevant IS code.
37. In case of TL inverted or rectangle beam, only the rib portion projecting above or below the slab shall be measured for purpose of payment.
38. The jam and soffit of the doors and windows openings should be smooth true to plumb and suitable space will have to be left for receiving W.I. clamps as per direction of Engineer in Charge for which no claim shall be entertained.
39. Procurement of water in all season with all leads and lifts shall be done by the contractor at his cost.
40. All conditions attached with N.I.T. and the B.O.Q. will form an integral part of the contract and should be duly signed by the tenderer as token of acceptance while submitting the tender for the work.
41. The contractor will solely be responsible for accident etc., if any; during execution of work and no liability for this shall lie with the institute.
42. Suitable recesses for fixing clamps, doors and windows, jali work and railings wherever required shall have to be provided by the contractor in brick walls R.C.C. columns and R.C.C. roof as per direction of Engineer in charge without any cost.
43. The Engineer in charge will have full power to remove from the premises of the site, all materials which in his opinion are not in accordance with specifications and in case of default, the Engineer in charge is at liberty to get sold such inferior materials at the contractor risks or remove the same from site at the contractors risk and cost.
44. The teakwood and sal-wood shall be well-seasoned and free from any timber defect or manufacturing defect. Frames and shutter shall be got approved before use in the works.
45. Fittings and fixtures for doors and windows etc., shall be got approved by the Engineer in Charge well in advance, before use in the work. The approved fittings and fixings fixtures shall be mounted on a wooden board and always kept at site of work open for inspection and one such mounted board will be deposited in the office of Executive Engineer in charge, at the contractor's cost.
46. Where not other-wise specified only 1/8" plain glass panes weighting 07.00 Kg. per sq. meter only shall be in all glazed shutters.
47. The contractor shall offer all facilities to the Institute Engineers for supervisions, checking of bills etc., and any damages in the process will be made good by the contractor on his own cost.
48. Where joints in reinforcements in R.C.C. works can not be avoided due to non-availability of required length of steel bars whether mild or tor steel the same will be formed by over-lapping to length of 45 times the diameter and tying the overlapped portion with 16-5 annealed soft iron wire.
49. During casting R.C.C. foundation, trenches shall be kept free from water and if necessary the water shall be pumped out for which no extra payment to the contractor shall be made.
50. The tenderer must mention in their quotation their Sales Tax Registration Number and amount of Sales Tax paid by them correct and complete in every respect. They should also furnish an up-to-date clearance certificate from the Department of concerned in respect of payment of Tax and Sales Tax.
51. The items detailed in this BILL OF QUANTITIES for which tenders are invited are for complete items of works namely cost of materials labour, scaffolding other requisite accessories, equipments etc., for curing etc. finished work in all respect and tenderer must quote his rate as such.

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52. Payment shall be made for Actual quantity of every items of work done on actual measurement.
53. Before undertaking collection of materials required in the construction work shall be incumbent upon the contractors to get the quality approved by the Engineer in charge. Such approved samples of all materials shall be kept in the custody of Engineer in charge in sealed jars or boxes for comparison later on with the collection made during progress of work.
54. It shall be incumbent upon the contractor to adjust the strength of the labour and organizational machinery for execution of works according to the agreement and no claim what-so-ever shall be entertained by the institute for ideal labour and management for reasons of inability of the institute to provide and supply institute materials in time.
55. Throughout the building operation the contractor shall:-
 - a. Carefully prevent water logging near the foundation by suitable arrangement keeping the ground around the building clear and with a slope outwards from the building site etc.
 - b. Not dig any pit close to the building without prior order of Engineer in charge.
 - c. Avoiding over loading and R.C.C. slabs or beams with heavy structure etc., over it in excess of its design load.
56. After construction operation are completed by him the contractor shall: -
 - a. Remove from the site all his surplus materials and rubbish and also dismantle and remove all his temporary device made in the process of execution of the work and fill up any pits where necessary and leave the site in a nice and tidy manner.
 - b. Level and dress the ground to proper level with proper slopes in such directions as may be ordered by the Engineer in charge to a width of 30' 0" all around the building.
 - c. Make over the building and ground to the Engineer in charge in clean and fit state for occupation and use. The work and contract shall not be considered complete until all these things are done.
57. **LAY OUT:** - The layout of the structure will be the responsibility of the contractor but the work shall not be taken-up in hand before the Engineer in charge or his representative has satisfied him-self of the correctness of the layout.
58. **BENCHES:** -The contractor is to construct and maintain proper benches the intersection of all main walls in order that lines and levels may be accurately checked at all times.
59. **ACCESS FOR INSPECTION:** - The contractor is to provide all times during the progress of the work and the maintenance period means of access with ladders, gang-way etc. and the necessary attendance to move in and adopt as directed for the inspection and measurement work by the engineer in charge or his staff.
60. **ORDER BOOK:** - The contractor will be required to keep an ORDER BOOK at the site of work. Any special order or instruction to be issued to contractor will be recorded in the book, by the engineer in charge or his representative. Each page of this book will be numbered and the number of pages in same shall be certified by the engineer in charge or his representative. This will be always kept at site of work and the contractor will sign all orders recorded therein token of his having seen and noted. This book will be the property of the Institute.
61. The contractor is to make his own arrangement for water. If the contractor is allowed to take water from town main by the competent authority in charge of water supply, he is to provide at his own cost all necessary pipe fittings, tank and temporary pumping work in satisfactory condition and on the completion of the work taken up and remove all such installations and structures and make good the wok disturbed to the satisfaction of the Engineer in charge.

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62. **LIGHTING ARRANGEMENT:** - The contractor is to make his own arrangements for the purpose of lighting of the whole site. If however the contractor is allowed to take the electric supply from the town distribution system by the competent authority. He has to provide his own cost the temporary connection and lines etc. which shall be removed after the completion of the contract period. The cost of electricity charges and taxes will be born by the contractor.
63. **OTHER FEES:** -All quarry fees, royalty, duties, taxes ground rent etc., if any shall be born by the contractor.
64. **DIMENSIONS:** - Figures dimensions in all cases are to be accepted in preference of scaled size. Large scale details will precede small scale drawing. In case of discrepancies the contractor is to ask a clarification before proceeding.
65. **WORK PROGRAMME:** - The contractor on starting the work shall furnish to the Engineer In charge a Programme for carrying out the work stage in the stipulated time. Graphs or chart on each individual work shall be maintained by the contractor at site showing the progress, week by week.
66. **PROVISION OF EFFICIENT AND COMPETANT STAFF:** - The contractor shall placed and keep on the works at all time efficient staff to give necessary direction to his workers and to ensure that they execute their work in sound and proper manner and shall employ only such supervision workmen and labour in or about the execution of work as are careful and skilled in the various trade and callings. The contractor shall at once remove from the works any agent permitted sub-contractor, supervisor, workmen or labours whom is objected to, by the engineer in charge. He shall submit a correct return showing the names of all staff and workmen employed by him. In the event of the engineer in charge having the opinion that the contractors is not employing on the work sufficient number of staff and workmen as is necessary for the proper completion of the work within time prescribed, the contractor shall forthwith on receiving intimation to this effect, take on the additional number of labour/staff within seven days of being so intimated and failure on the part of the contractor to comply with such instruction will entitle the Engineer in Charge to reject the tender and take action during the course of the execution of work.
67. **PRECAUTION DURING THE PROGRESS OF WORK:** -During the execution of the work the contractor shall at his own cost provide the materials for the stability of the structures and during any excavation work shall ensure that no damage or injury or loss is caused or likely to be caused to person or property.
68. The special conditions of instruction supplement the instruction to the tenders and the general conditions of contract for the work shall be considered as part of the contract papers. Where the provision of the general condition are at variance with these special conditions of the contract the provision of these special condition shall prevails.
69. As soon as practicable after he had been instructed to begin the work the contractor shall be required to submit the procedure and manner in which he proposes to carry out the contract works which the contractor intends. The submission for approval by the Engineer in charge of such program or the finishing of each particular shall not relieve the contractor of any of his duties or his responsibilities under this contract.
70. **SETTING OUT WORK:** - The contractor shall be responsible for the time and proper settlement of the works and for the corrections in the work and provision and supply all necessary instrument, appliances, materials, pegs, strings, nails benches and labours in connection therewith at his cost. If at any time during the progress of work, any error shall appear or arise in the structure, the contractor on being required so to do by engineer in charge, representative for correction there of, the contractor shall carefully protect all bench, marks, site rail, pegs and other things used in setting out the work.

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71. **PERIOD OF MAINTENANCE:** - The building and other structure executed by the contractor shall be maintained by him, for a period of 03 (Three) months after satisfactory completion of work, during which the contractor shall be responsible for any defect that may develop in the materials or in the workmanship of the building and shall make them good to the satisfaction of the engineer in charge. Where the items of works are not explicitly clear from drawing or the estimate, the decision of the engineer in charge on any thing not included in the specifications will be final
72. The contractor has to sign P.W.D. Form No. F-2, and all works shall be subject to the terms and conditions in it. Where there is not mentioned of any detailed specification for item of work of PWD/CPWD will be followed.
73. The approved contractor shall have to engage a qualified engineer to execute the work and take instructions from the officer of the Department.
74. The contractor(s) are advised to study the drawing and other tender papers carefully and should quote rates inclusive of all charges, material, labour, transportation, execution, centering, shuttering, scaffolding, disinterring plants, equipments and other apparatus required for the successful execution of the job. All R.C.C. works must be done and completed with concrete mixture and vibrator.
75. The envelope of the tender should state the name of the work tendered for it.
76. The R.C.C. and P.C.C. will satisfy the requirement of latest edition of I.S.-456 and Bihar P.W.D. standard specification with latest recommendations.
77. The rate of R.C.C. shall include the cost of providing all materials and labours, all taxes and royalties etc. mechanically, centering and removing the same, curing as per the direction of Engineer in charge and bailing out where necessary for casting the concrete, but shall exclude the cost of reinforcement as mentioned in the items.
78. The measurement of R.C. components shall follow the I.S. code and standard practice for measurement and the methods contained in the tender documents and shall be binding on both parties.
79. In case of any dispute regarding specification, the method of measurement other requisites method of execution the unilateral decision of the Superintending Engineer, I.G.I.M.S., Patna-14 will be final and binding on the contractor without any scope of reference to higher authorities or court of law.
80. Payment will be made after the submission of clearance certificate for payment of royalty cost of minerals like clay, bricks, stone chips, etc., used in the work from the District Mining Officer; otherwise the same will be deducted from the contractor's bills at the prevalent rates of the mining.
81. Payment will be made only after satisfactory result of the quality control to be done by the Institute.
82. Subletting of the work is not permissible.

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**Executive Engineer (C),
I.G.I.M.S., Patna-14**