

NIT No. ERD/AB/NIT/2011/1128-31, dt. 19-12-2011

TENDER DOCUMENT

NAME OF WORK	Construction of 11 KV line with cost of 11 KV metering cubical for power supply and 25 KV Transformer to Brahmani Sub-Division, CWC, Rourkela from 11 KV town feeder.	
ESTIMATED COST	Rs. 4,75,000/- (Rupees Four lakh seventy five thousand) only	
EARNEST MONEY	Rs. 9500/-	
TIME ALLOWED	30 days	
LAST DATE OF RECEIPT TENDER PAPER	07-01-2012	AT 3.00 P.M.
DATE OF OPENING	07-01-2012	AT 3.30 P.M.

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NAME OF WORK : Construction of 11 KV line with cost of 11 KV metering cubical for power supply and 25 KV Transformer to Brahmani Sub-Division, CWC, Rourkela from 11 KV town feeder
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Executive Engineer
Eastern Rivers Division
Central Water Commission
PrachiTarangini Bhawan
Plot No. A-13 & 14;
Bhoi Nagar, Bhubaneswar - 751022

GOVERNMENT OF INDIA
OFFICE OF THE EXECUTIVE ENGINEER
EASTERN RIVERS DIVISION
CENTRAL WATER COMMISSION
PRACHI TARANGINI BHAWAN
PLOT NO.A-13/14; BHOI NAGAR
BHUBANESWAR-751 022.

NOTICE INVITING TENDER

1. Item rate tenders are invited on behalf of the President of India from approved and eligible contractors of C.P.W.D, and those of appropriate list of Dept. of Telecommunication, MES, Railways and State P.W.D. for the work of **Construction of 11 KV line with cost of 11 KV metering cubical for power supply and 25 KV Transformer to Brahmani Sub-Division, CWC, Rourkela from 11 KV town feeder.**
 - (i) The work is estimated to cost Rs.4,75,000/- (Rupees Four lakh seventy five thousand) only. This estimate, however, is given merely as a rough guide.
2. Agreement shall be drawn with the successful tenderer on the prescribed Form **No.CPWD-8**, which is available as a Government of India Publication. Tenderer shall quote his rates as per various terms and conditions of the said form, which will form part of the Agreement.
3. The time allowed for carrying out the work will be **30 days** from **the 22nd day** after the date of issue of letter of acceptance of tender or from the first date of handing over of the site, whichever is later, in accordance with the phasing if any, indicated in the tender documents.
4. The site for the work is available.
5. Receipt of application for issue of forms will be stopped by 16.00 Hrs. four days before the date fixed for opening of tenders. Issue of tender forms will be stopped three days before the date fixed for opening of tenders.

Tender documents consisting of plans, specifications, the schedule of quantities of the various classes of work to be done and set of terms and conditions of contract to be complied with by the contractors whose tender may be accepted and other necessary documents can be seen in the office of the Executive Engineer, Eastern Rivers Division, C.W.C., Plot no. A-13 & 14, Bhoi Nagar, Bhubaneswar between hours of 11.00 A.M. & 04.00 P.M everyday except on Sundays and Public holidays. Tender document, excluding standard form, will be issued from Office of the Executive Engineer, Eastern Rivers Division., C.W.C., Bhubaneswar, during the hours specified above, on payment of the following :

- (i) Rs. 500.00 + Rs.20.00 (sales tax/VAT @ 4%) = **520/-** (Five hundred twenty) only in cash (Non-refundable) as cost of tender and in case the

tender form is down loaded from web site, at the time of submission of tender, the firm has to enclose an account payee demand draft for **Rs.520/-** drawn on any scheduled Bank in favour of the Executive Engineer, Eastern Rivers Division, CWC, Bhubaneswar payable at Bhubaneswar towards the cost of the tender form.

- (ii) Earnest Money of **Rs. 9500/- (Rupees Nine thousand five hundred)** only in cash (upto Rs.10,000/-) / Fixed Deposit Receipt of a scheduled bank/Demand Draft of a scheduled bank issued in favour of the Executive Engineer, Eastern Rivers Division, CWC, Bhubaneswar **along with the application for issue of Tender Document.**
 - (iii) Last date of receipt of application : 03-01-2012
Last date of sale of tender : 04-01-2012
6. Tenders, which should always be placed in sealed envelope, with the name of work and due date written on the envelope, will be received by the Executive Engineer, Eastern Rivers Division, C.W.C., Bhubaneswar up to **03.00 P.M. on 07-01-2012** and will be opened by him or his authorised representative in his office on the same day at 03.30 P.M.
7. The contractor shall be required to deposit an amount equal to 5% of the tendered value of the work as performance guarantee in the form of an irrevocable bank guarantee bond of any scheduled bank or State Bank of India in accordance with the form prescribed or in cash or in the form of Govt. security, fixed deposit receipt etc., as in the case of recovery of security deposit within prescribed number of days of the issue of letter of acceptance. This period can be further extended by the Engineer-in-Charge up to a maximum period of prescribed number of days on written request of the contractor.
8. The description of the work is as follows:
“Construction of 11 KV line with cost of 11 KV metering cubical for power supply and 25 KV Transformer to Brahmani Sub-Division, CWC, Rourkela from 11 KV town feeder”.

Copies of other drawings and documents pertaining to the works will be opened for inspection by the tenderers at the office of the above mentioned officer.

Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to the nature of the ground and sub-soil (so far is practicable), the form and nature of the site, the means of access to the site, the accommodation they may requisite and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tenders. A tendered shall be deemed to have full knowledge of the site whether he inspects it or not no extra charges consequent on any misunderstanding or otherwise shall be allowed. The tenderer shall be responsible for arranging and maintaining at his own cost all materials, tools and plants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided in the contract documents. Submission of a tender by a tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plant, etc. will be issued to him by Government and local conditions and other factors having a bearing on the execution of

the work.

9. The competent authority on behalf of President of India does not bind himself to accept the lowest or any other tender, and reserves to himself the authority to reject any or all of the tenders received without the assignment of reason. All tenders, in which any of the prescribed conditions are not fulfilled or **any condition including that of conditional rebate is put forth by tenderer**, shall be summarily rejected.

The competent authority also reserves its right to allow to the Central Government public sector enterprises, joint venture with CPSE holding 51% equity or more, a purchase preference with reference to the lowest valid price bid where the quoted price is within 10% of such lowest price in a tender other things being equal in case of tenders/quotations whose date of receipt is upto 31-3-2005, subject to the estimated cost being of Rupees Five crores and above.

The Public enterprises who avail benefits of the purchase preference should be subjected to adequate penalties for cost overruns etc.

10. Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and tenders submitted by the contractors who resort to canvassing will be liable to rejection.
11. The competent authority on behalf of President of India reserves to himself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rate quoted.
12. The contractor shall not be permitted to tender for works in the Division Office (responsible for award and execution of contract) in which his near relative is posted as Divisional Accountant or as an officer in any capacity between the grades of Superintending Engineer and Assistant Engineer (both inclusive). He shall also intimate the name of the persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any Gazetted Officer in the **Central Water Commission or in the Ministry of Water Resources, Govt. of India**. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of this Department.
13. No Engineer of gazetted rank or other gazetted officer employed in Engineering or Administrative duties in an Engineering Department of the Government of India is allowed to work as a contractor for a period of two years after his retirement from the Government service, without the previous permission of the Government of India in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of the Government of India as aforesaid before submission of the tender or engagement in the contractors service.
14. The tender for the works shall remain open for acceptance for a period of sixty days from the date of opening of the tenders. If any tenderer withdraws his tender before the said period or issues of letter of acceptance, whichever is earlier, or makes any modifications

in the terms and conditions of the tender which are not acceptable to the department, then the Government shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid.

15. This Notice Inviting Tender shall form a part of the contract document. The successful tenderer/contractor, on acceptance of his tender by the Accepting Authority shall, within 15 days from the stipulated date of start of the work sign the contract consisting of:-

- (i) The Notice Inviting Tender, all the documents including additional conditions, specifications and drawings, if any,. Forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.
- (ii) Standard C.P.W.D. Form – 8.

Sd/-
Executive Engineer
Eastern Rivers Division
Central Water Commission
Bhubaneswar

No. ERD/AB/NIT/2011/1128-31

Dated : 19 -12-2011

Copy to :-

- 1) Notice Board.
- 2) The Director, Software Management Directorate, 628, Sewa Bhawan (South), R.K.Puram, New Delhi-110066 along with soft copy (floppy) for publishing in the CWC website and also sent through email at smdte@nic.in .
- 3) The Sub-Divisional Engineer, Brahmani Sub-Division, CWC, Rourkela.
- 4) Jr. Engineer (HQS), E.R. Division, CWC, Bhubaneswar.

CPWD-8 - 2003

GOVERNMENT OF INDIA
CENTRAL WATER COMMISSION

STATE : ORISSA
BRANCH : MAHANADI & EASTERN RIVERS
CIRCLE : HYDROLOGICAL OBSERVATION CIRCLE, BHUBANESWAR
DIVISION : EASTERN RIVERS DIVISION, BHUBANESWAR
SUB-DIVISION : BRAHMANI SUB-DIVISION, CWC, ROURKELA

ITEM RATE TENDER & CONTRACT FOR WORKS

(A) TENDER FOR THE WORK OF : **Construction of 11 KV line with cost of 11 KV metering cubical for power supply and 25 KV Transformer to Brahmani Sub-Division, CWC, Rourkela from 11 KV town feeder**

(i) To be submitted by 1500 hours on 07-01-2012 to the Executive Engineer, Eastern Rivers Division, Central Water Commission, Bhubaneswar.

(ii) To be opened in presence of tenderer who may be present at 1530 hours of 07-01-2012 in the office of the Executive Engineer, Eastern Rivers Division, Central Water Commission, Bhubaneswar.

Issued to _____
(CONTRACTOR)

Signature of officer issuing the documents _____

Designation : Executive Engineer, Eastern Rivers Division, Central Water Commission, Bhubaneswar.

Date of Issue : _____

TENDER

I/We have read and examined the Notice Inviting Tender, schedule `A`, `B`, `C`, `D`, `E` & `F`, Specifications Applicable, Drawings and Designs, General Rules and Directions, Conditions of Contract, Clauses of Contract, Special conditions, Schedule of rate and other documents and rules referred to in the conditions of contract of and all other contents in the tender document for the work:-

I/We hereby tender for the execution of the work specified for the President of India within the time specified in schedule `F`, viz. Schedule of quantities and in accordance in all respects with the specifications, designs, drawings and instructions in writing referred to in Rule – 1 of General Rules and Directions and in clause 11 of the conditions of contract and with such materials as are provided for, by, and in respects in accordance with, such conditions so far as applicable.

I/We agree to keep the tender open for ninety (90) days from the due date of submission thereof and not to make any modifications in its terms and conditions.

A sum of **Rs. 9500/-** is hereby forwarded in the shape of DD/NSC/Govt. Loan Bond/Postal Pass Book duly pledged in favour of the Executive Engineer, Eastern Rivers Division, Central Water Commission, Bhubaneswar as earnest money. If I/We fail to furnish the prescribed performance guarantee within the prescribed period, I/We agree that the said President of India or his successors in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Further, if I/We fail to commence work as specified, I/We agree that President of India or his successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said earnest money and the performance guarantee absolutely otherwise the said earnest money shall be retained by him towards security deposit to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered, up to maximum of the percentage mentioned in the schedule `F` and those in excess of that limit at the rates to be determined in accordance with the provision contained in clause 12.2 & 12.3 of the tender form.

I/We agree to deposit for a security deposit of 10% of tendered value which may be refunded back after six months of the completion of the work.

I/We hereby declare that I/We shall treat the tender documents, drawings and other records connected with the work as secret/confidential documents and shall not communicate information derived there from to any person to whom I/We may authorise to communicate the

same or use the information in any manner Prejudicial to the safety of the state.

Dated

Witness :

Address Occupation :

Signature of Contractor

Postal Address

(** To be filled in by the Contractor)

ACCEPTANCE

The above tender (as modified by you as provided in the letters mentioned hereunder) is accepted by me for and on behalf of the President of India for a sum of Rs. _____
(Rupees)

The letters referred to below shall form part of this contract agreement :-

- i) Notice Inviting Tender
- ii) Your tender No. & date
- iii) Clauses of contract duly signed.
- iv) Schedule 'A' to Schedule 'F'

For & on behalf of the President of India

Signature :-

Date : _____

Designation :-

* To be filled in by the EE.

* * To be filled in by the Contractor.

SCHEDULES

SCHEDULE 'A' : Schedule of quantities (enclosed) :- **2 pages (36 to 38)**

SCHEDULE 'B' : Schedule of materials to be issued to the Contract :-

Sl.No.	Description of item	Quantity	Rates including 5% storage charges	Place of issue
1	2	3	4	5
Nil				

SCHEDULE 'C' : Tools and Plants to be hired to the contractor :-

Sl.No.	Description	Hire charges per day	Place of issue
1	2	3	4
Nil			

SCHEDULE 'D' : (Extra schedule for specific requirements/documents for the work, if any)
Site Plan and Detailed Drawings : Attached

Additional conditions of contract and specifications at pages **17 to 24**

SCHEDULE 'E' : **Schedule of components of material, labour etc. for escalation :**

CLAUSE 10 C.C :- NIL

SCHEDULE 'F' : Reference to General Conditions of Contract

Name of work : Construction of 11 KV line with cost of 11 KV metering cubical for power supply and 25 KV Transformer to Brahmani Sub-Division, CWC, Rourkela from 11 KV town feeder.

Estimated cost of work : Rs. 4,75,000/-
 Earnest Money : Rs. 9500/-
 Performance : 5% of the tendered value (see Clause I in details at Page No. 13 to 15)
 Guarantee :
 Security Deposit : 5% of tendered value (See Clause 1A in details at page No.16).

Sl. No.	Description of Mile Stone (Physical)	Time allowed in days (from date of start)	Amount to be with-held in case of non-achievement of Milestone.

OR

Sl. No.	Financial Progress	Time allowed in days (from date of start)	Amount to be with-held in case of non-achievement of Milestone.
1	1/8 th (of the whole work)	1/4 th (of the whole work)	In the event of not achieving the necessary progress as assessed from the running payment. 1% of the tendered value of work will be withheld for failure of each milestone.
2	3/8 th (of the whole work)	1/4 th (of the whole work)	
3	3/4 th (of the whole work)	3/4 th (of the whole work)	
4	Full	Full	

General Rules & Directions :		
Officer Inviting Tender :	:	Executive Engineer Eastern Rivers Division Central water Commission Bhubaneswar
Maximum percentage for quantity of items of work to be executed beyond which rates are to be determined in accordance with Clauses 12.2 & 12.3	:	See below
Definitions :		
2 (i)	Engineer-in-Charge	Executive Engineer Eastern Rivers Division Central Water Commission Bhubaneswar
2 (vii)	Accepting Authority	Executive Engineer Eastern Rivers Division Central Water Commission Bhubaneswar
2 (x)	Percentage on cost of materials and labour to cover all overheads and profits.	10%
2 (xi)	Standard Schedule of Rates	DSR, 2002 with upto date correction.
2 (xii)	Department	Central Water Commission
Standard CPWD Contract Form CPWD Form-8 – 2003 modified and corrected upto date.		

Clause 2	Authority for fixing compensation Under Clause 2.	Superintending Engineer, Hydrological Observation Circle, CWC, Bhubaneswar.
Clause 5	Time allowed for execution of work.	30 days
	Authority to give fair and reasonable extension of time for completion of work.	Executive Engineer Eastern Rivers Division Central Water Commission Bhubaneswar
Clause 7	Gross work to be done together with net payment/adjustment of advances for material collected, if any, since the last such payment for being eligible to interim payment.	Not applicable
Clause 11	Specifications to be followed for execution of work	CPWD specifications 1996, Vol.-I & Vol.VI with Upto date correction slips.
Clause 12		
12.2 & 12.3 :		Deviation limit beyond which Clause 12.2% & 12.3 shall apply for building work.
12.5 :		Deviation Limit beyond which Clauses 12.2 & 12.3 shall apply for foundation work.
NOTE : Deviation limit shall be 30%, 50%, 100% as per O.M. No. DG(W)/CON/175, dt. 26-02-2003.		

Clause 16	Competent Authority for deciding reduced rates.	Not applicable
	Minimum Qualifications and experience required for Principal Technical Representative.	
	(a) For works with estimated cost put to tender more than:	
	(i) Rs.10 lakh for Civil Work – Graduate or retired AE Possessing at least Recognised Diploma.	
	(b) For works with estimated cost put to tender :	
	(i) Discipline to which the Principal Technical Representative should belong – Civil	
	(ii) Minimum experience of works – 3 (three) years	
	(iii) Recovery to be effected from the contract in the event of not fulfilling provision of Clause 36(I) – Rs.4000/- p.m. for Graduate and Rs.2000/- p.m. for Diploma Holder.	
Clause 42	(i) (a) Schedule / statement for determining theoretical quantity of cement on the basis of Delhi Schedule of Rates-2002 printed by CPWD.	
	(ii) Variations permissible on theoretical quantities.	
	(a) Cement for works with estimated cost put to tender More than Rs. 5 lakh	2% plus / minus
	(b) Bitumen for all works -	2.5% plus only & nil on minus side
	(c) Steel reinforcement and structural steel sections for each diameter, section and category	2.0% plus / minus
	(d) All other materials	Nil

RECOVERY RATES FOR QUANTITIES BEYOND PERMISSIBLE VARIATION

Sl. No.	Description of item	Rates in figures and words at which recovery shall be made from the contractor. Rate in Schedule 'B' plus 10% in case materials issued by the Department.	
		Excess beyond permissible limit	Less use beyond the permissible variation
Nil			

PERFORMANCE GUARANTEE (CLAUSE - 1)

- (I) The contractor shall submit on irrecoverable PERFORMANCE GUARANTEE of 5% (Five percent) of the tendered amount in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement, (notwithstanding and/or without prejudice to any other provisions in the contract) within 15 days of issue of letter of intent. This period can be further extended by the Engineer-in-charge upto a maximum period of 7 days on written request of the contractor stating the reason for delays in procuring the Bank Guarantee, to the satisfaction of the Engineer-in-charge. This guarantee shall be in the form of Cash (in case guarantee amount is less than Rs.10,000/-) or Deposit at Call Receipt of any Scheduled Bank / Banker's Cheque of any Scheduled Bank / Demand Draft of any Scheduled Bank / Pay Order of any Scheduled Bank (in case guarantee, amount is less than Rs.1,00,000/-) or Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the form annexed hereto. In case a fixed deposit receipt of only Bank is furnished by the contractor to the Government as part of the performance guarantee and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the Government to make good the deficit.
- (II) A letter of intent shall be issued in the first instance informing the successful tendered of the decision of the competent authority to accept his tender and the ward letter shall be issued only after the Performance Guarantee in any of the prescribed form is received. In case of failure by the contractor to furnish the performance guarantee within the specified period, Government shall without prejudice to only other right or remedy available in law, be at liberty to forfeit the earnest money absolutely.
- (III) The Performance Guarantee shall be initially valid upto the stipulated date of completion plus 60 days beyond that. In case the time for completion of work gets enlarged, the contractor shall get the validity of Performance Guarantee extended to cover such enlarged time for completion of work. After recording of the completion certificate for the work by the competent authority, the performance guarantee shall be returned to the contractor, without any interest.
- (IV) The Engineer-in-charge shall not make a claim under the performance guarantee except for amounts to which the President of India is entitled under the contract (notwithstanding and / or without prejudice to only other provisions in the contract agreement) in the event of :-
- (a) Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer-in-charge may claim the full amount of the Performance Guarantee.
 - (b) Failure by the contractor to pay President of India any amount due, either as agreed by the contractor or determined under any of the Clauses / Conditions of the Agreement, within 30 days of the service of notice to this effect by Engineer-in-charge.
- (V) In the event of the contract being determined or rescinded provisions of any of the clause / condition of the agreement, the Performance Guarantee shall stand forfeited in full and shall be absolutely at the disposal of the President of India.

FORM OF PERFORMANCE SECURITY BANK GUARANTEE BOND

1. In consideration of the President of India (hereinafter called "The government") having agreed under the terms and conditions of Agreement No. dated made between and [hereinafter called "the said contractor(s)*] for the work (hereinafter called "the said agreement) having agreed to production of a irrevocable Bank Guarantee for Rs. (Rupees Only) as a security / guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement, we (Indicate the name of the Bank) (hereinafter referred to as "the Bank") hereby undertake to pay to the government on amount not exceeding Rs. (Rupees Only) on demand by the Government.

2. We (indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demure, merely on a demand from the government stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor(s). any such demand made on the Bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. (Rupees only).

3. We, the said Bank further undertake to pay to the Govt. any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any Court or Tribunal relating thereto, our liability under this present being absolute and unequivocal.

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

4. We (indicate the name of Bank) further agree that the guarantee herein contained shall remain in full force and a fact during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Govt. under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till Engineer-in-charge on behalf of the Govt. certified that the terms and conditions of the said Agreement have been fully and properly carried out by the said

contractor(s) and accordingly discharges this guarantee.

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

6. This guarantee will not be discharged due o the change in the Constitution of the Bank or the contractor(s).

7. We (indicate the name of Bank) lastly undertake not to revoke this guarantee except with the previous consent of the Govt. in writing.

8. This guarantee shall be valid upto Unless extended on demand by Govt. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. (Rupees) only and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.

Dated the day of for
(indicating the name of Bank).

RECOVERY OF SECURITY DEPOSIT (CLAUSE 1A)

The person/persons whose tender(s) may be accepted (hereinafter called the contractor) shall permit Government of the time of making any payment to him for work done under the contract to deduct a sum at the rate of 10% of the gross amount of each running bill till the sum along with the sum already deposited as earnest money, will amount to security deposit of 5% of the tendered value of the work. Such deductions will be made and held by Government by way of Security Deposit unless he/they has/have deposited the amount of Security at the rate mentioned above in cash or in the form of Government Securities of fixed deposit receipts. In case a fixed deposit receipt of any Bank is furnished by the contractor to the Government as part of the security deposit and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the Government to make good the deficit.

All compensations or the other sums of money payable by the contractor under the terms of this contract may be deducted from, or paid by the sale of a sufficient part of his security deposit or from the interest arising therefrom, or from any sums which may be due to or may become due to the contractor by Government on any account whatsoever and in the event of his Security Deposit being reduced by reason of any such deductions or sale as aforesaid, the contractor shall within 10 days make good in cash or fixed deposit receipt tendered by the State Bank of India or by Scheduled Banks or Government Securities (if deposited for more than 12 months) endorsed in favour of the Engineer-in-charge, any sum or sums which may have been deducted from, or raised by sale of his security deposit or any part thereof. The security deposit shall be collected from the running bills of the contractor at the rates mentioned above and the Earnest Money if deposited in cash at the time of tenders will be treated a part of the Security Deposit.

NOTE – 1 : Government papers tendered as security will be taken at 5% (five percent) below its market price or at its face value, whichever is less. The market price of Government paper would be ascertained by the Divisional Officer at the time of collection of interest and the amount of interest to the extent of deficiency in value of the Government paper will be withheld if necessary.

NOTE – 2 : Government Securities will include all forms of Securities mentioned in rule No. 274 of the G.F. Rules except fidelity bond. This will be subject to the observance of the condition mentioned under the rule against each form of security.

NOTE – 3 : Note 1 & 2 above shall be applicable for both Clause 1 & 1A.

ADDITIONAL CONDITIONS

- 1) Unless otherwise provided in the Scheduled of Quantities the rates tendered by the contractor shall be all inclusive and apply to all heights, lifts, leads and depths of the building and nothing extra shall be payable to him on this account. Payment for centering, shuttering, however if required to be done for heights greater than 3.5 m shall be admissible at rates arrived at in accordance with clause-12 of the agreement if not already specified.
- 2) The contractor shall make his own arrangements for obtaining electricity if required and make necessary payments directly to the department concerned.
- 3) Other agencies doing works related with this project will also simultaneously execute the works and the contractor shall afford necessary facilities for the same. The contractor shall leave such necessary holes, openings etc. for laying/burying in the work of pipes, cables, conduits, clamps, boxes and hooks for fan clamps etc. as may be required for other agencies, conduit for electrical wiring/cables will be laid in a way that they leave enough space for concreting and do not adversely affect the structural members. Nothing extra over the agreement rates shall be paid for the same.
- 4) Some restrictions may be imposed by the security staff etc. on the working and movement of labour, materials etc., shall be bound to follow all such restrictions/instructions and nothing extra shall be payable on this account.
- 5) (a) The building work will be carried out in the manner complying in all respects with the requirements of relevant Bye-laws of the local body under the jurisdiction of which the work is to be executed or as directed by the Engineer-in-charge and nothing extra will be paid on this account.

(b) The work of water supply, internal sanitary installations and drainage work etc. shall be carried out as per local Municipal Corporation or such local body Bye-laws and the contractor shall produce necessary completion certificate from such authorities after completion of the work.

(c) Water tanks, taps, sanitary, water supply and drainage pipes fittings and accessories should conform to bye-laws and specifications of the municipal body / corporations where CPWD specifications are not available. The contractor should engage licensed plumbers for the work and get materials (fixtures / fittings) tested by the Municipal Body / Corporation authorities wherever required at his own cost.

(d) The contractor shall comply with proper and legal orders and directions of the local or public authority or municipality and abide by their rules and regulations and pay

all fees and charges, which may be liable.

- 6) The contractor shall comply with proper and legal orders and directions of the local or public authority or municipality and abide by their rules and regulations and pay all fees and charges, which may be liable.
- 7) Any cement slurry added over surface (or) for continuation of concreting for better bond is deemed to have been in built in the items and nothing extra should be payable (or) extra cement considered in consumption on this account.

8) Testing of Materials :

Samples of various materials required for testing shall be provided free of charge by the contractor. Testing charges, if any, unless otherwise provided, shall be borne by the Department. All other expenditure required to be incurred for taking the samples; conveyance, packing etc. shall be borne by the contractor himself.

- 9) The structural and architectural drawings shall at all times be properly correlated before executing any work. However, in case of any discrepancy in the item given in the schedule of quantities appended with the tender and architectural drawings relating to the relevant item, the former shall prevail unless and otherwise given in writing by the Engineer-in-charge.
- 10) The contractor shall bear all incidental charges for cartage, storage, and safe custody of the materials.
- 11) (a) For the purpose of recording measurements and preparing running account bills, the abbreviated nomenclature indicated in the publications 'Abbreviated nomenclature of item of DSR 1985 (bilingual)' shall be accepted. The abbreviated nomenclature shall be taken to cover all the materials and operations as per the complete nomenclature of the relevant items in the agreement and other relevant specifications.

(b) In the case of items for which abbreviated nomenclature is not available in the above cited publication and also in case of extra and substituted items of works for which abbreviated nomenclature is not provided in the agreement the full nomenclature of items shall be reproduced in the measurement books and bill forms for running account bill.

The full nomenclature of the items shall be adopted in preparing abstract of final bill from in the measurement book and also in the bill form for final bill.

12) Use of Proper Cover Blocks :-

The main cause of corrosion of reinforcement in concrete is inadequate cover available to the reinforcement bars. To avoid displacement of bars in any direction and to ensure proper cover, only factory made round type cover blocks should be used.

13) Storage of Steel Bars :-

It is seen that in many cases the reinforcement bars are placed directly on the ground. In rainy season, due to lack of drainage, the water accumulated causing considerable corrosion of steel. To avoid this, the steel bars should be stored about 30 10 40 cm.

above ground. A coat of cement wash should be given to steel bars, which are likely to be stored for a long time. In places where rainfall is heavy, steel bars may be stored in protective environment to reduce corrosion.

14) The use of weight batcher with provision for automatic water dozer is compulsory. The agency must supply the details of weight batcher with capacities at the time of tendering itself.

15) Only steel shuttering shall be permitted.

ADDITIONAL SPECIFICATION

1. General :-

1.1 The work shall be executed and measured as per metric dimensions given in the schedule of quantities, drawings etc. (F.P.S. units wherever indicated are for guidance only).

1.2 The following modifications to the above specifications and some additional specifications shall however apply

- (i) All stone aggregate and stone ballast shall be of hard stone variety to be obtained from approved quarries or any other source to be got approved by the Engineer-in-charge.
- (ii) Sand to be used for cement concrete work, mortar for masonry and plaster work shall be standard quality. Sand shall be obtained from other sources to be got approved from the Engineer-in-charge and screened as required. The same shall consist of hard silicious material. It shall be cleaned sand.
- (iii) Brick to be used in the work shall be obtained from the local kilns. The sample of the brick shall be got approved by the Engineer-in-charge before the mass quantity is brought to the site and shall be of size 10" x 5" x 3" instead of 22.90 cm X 11.40 cm X 7.0 cm nominal size as mentioned in CPWD specification, 1996 with upto date correction slips issued. The brick work, the unit of which is mentioned as cubic metre which includes abbreviated forms of cum or m, shall be considered to have thickness of multiple of 125 mm for the sake of calculation of volumetric content.

2. Wherever any reference to any Indian Standard Specification occurs in the documents relating to this contract the same shall be inclusive of all amendments issued their to or revisions thereof if, any, up to the date of receipt of tenders.

3. Unless otherwise specified in the Schedule of Quantities the rates for all items of the work shall be considered as inclusive of pumping out or bailing out water if required for which no extra payment will be made. This will include water encountered from any source, such as rains, floods, sub-soil water table being high due to any other cause whatsoever.

4. R.C.C. Works :-

4.1 In respect of projected balconies, projected slabs at roof level and projected verandah, the payment for the RCC work shall be made under the item of RCC slabs. The payment for centring and shuttering of such items shall be similarly be paid under the item of centring of RCC slab. Nothing extra shall be paid for the side shuttering of the edges of these projected balconies and projected verandahs. All the exposed edges shall however, be finished as per specifications and nothing extra shall be paid for this.

4.2 Form work shall be of steel as approved by the Engineer-in-charge and as per CPWD

specification, 1996 with upto date correction slips and specification of works.

4.3 For Design Mix R.C.C. Work, se Page from to

5. Flooring :-

The rate of items of flooring is inclusive of providing sunken flooring in bathrooms, kitchen etc. and nothing extra on this account is admissible.

6. Wood Work :-

The sample of species of timber to be used shall be deposited by the contractor with EE before commencement of the work. The contractor shall produce cash vouchers and certificates from standard kiln seasoning plant operator about the timber section to be used on the work having been kiln seasoned by them, failing which it would not be so accepted as kiln seasoned.

6.1 Factory made shutters as specified shall be obtained from factories to be approved by the Engineer-in-charge and shall conform to TADS 5:1995:IS:3087:IS:1568:IS:2202 (Part-I) 1977. The contractor shall inform well in advance to the Engineer-in-charge the names and addresses of the factory where from the contractor intends to get the shutters manufactured. The contractor will place order for manufacture of shutters only after written approval of the Engineer-in-charge in this regard is given. The contractor is to bound to abide the decision of the Engineer-in-charge and recommend a name of another factory from the approved list in case the factory already proposed by the contractor is not found competent to manufacture quality shutters. Shutter will however, be accepted only if they meet the specified tests.

6.2 35 mm thick flush door shutters non decorative type care of black board construction with frame of first class hard wood and well matched commercial 3-prly veneering with vertical grain or cross bonds and face veneers on both faces of shutters.

The contractor will also arrange stage-wise inspection of the shutters at factory of the Engineer-in-charge or his authorised representative. Contractor will have no claim if the shutters brought at site are rejected by Engineer-in-charge in part or in full lot due to bad workmanship/quality. Such shutters will not be measured and paid and the contractor shall remove the same from the site of work within 7 days after the written instructions in this regard are issued by Engineer-in-charge or his authorised representative.

7. Steel Works :-

7.1 The rate of Tee / angle iron frame shall include the following :-

- (a) M.S. sill/tie of 16 mm dia bar welded to T-iron frames to keep the frames vertical in correct position. The sill/tie shall be embedded in floor concrete. No tie is necessary for window frames.
- (b) Each T-iron frame for doors shall have 4 Nos. MS. Logs 15 x 3 mm, 10 cms long welded to each vertical member of the frame.
- (c) M.S. plate 8 x 25 mm, 100 mm long having threaded holes (No. of flats shall correspond to the No. of butt hinges to be fixed to door / window shutter) shall be welded at appropriate places at the back of the T-iron frames for fixing the required butt hinge to the frame with machine screws M.S. flats 8 x 25 mm, 50 mm long with threaded holes, shall be welded to the back of the T-sections to receive the butt hinges for the cleats.

7.2 The M.S. plate clamps 15 x 6 mm thick for holding arrangements is to be provided and added as per site conditions. The rate is inclusive of the cost of such clamps.

7.3 All welded steel work shall be tested for quality of welding as laid down in IS:822 – 1970 before actual erection.

8. Water Supply & Sanitary Installation :-

- 8.1 The SCI pipe and CI pipe wherever necessary shall be fixed to RCC columns, beams etc. with rawl plugs and nothing extra shall be paid for this.
- 8.2 The contractor shall be responsible of the protection of the sanitary and water supply fittings and other fittings and fixtures against pilferage and breakage during the period of installation and thereafter until the building is handed over.

9. Variation Consumption of Materials :-

The variation in consumption of material shall be governed as per CPWD specification and clauses of the contract to the extent applicable following specific clauses shall govern the variation in consumption of pig lead.

10. Variation in Consumption of Pig Lead :-

- 10.1 The pig lead for caulking of joints of SCI pipes shall be issued as per theoretical consumption for SCI pipes of size 100 mm, 75 mm, 55 mm of 0.98 kg, 0.88 kg and 0.77 kg per joint respectively. Over and above the theoretical quantities of lead as marked out, variation of 5% shall be allowed for wastage etc. Any difference between the actual consumption of pig lead and theoretical consumption worked out on the above basis including the authorised variation shall be recovered at double the issue rate. Where the pig lead is arranged by the contractor, variation 5% will be allowed. In case variation is on lower side, the quantity of pig lead used less shall be recovered from the contractor at market rate to the determined by Engineer-in-charge whose decision in the matter will be final.
- 10.2 The theoretical quantity of cement to be utilised in item of concrete involving use of shingle aggregate and missed by volume batching shall be computed on the basis of the co-efficient for cement to be used in different items of the work provided in the DSR reducing each of the co-efficient by 5%. However, here the concrete is mixed by weight batching no such reduction shall be made from theoretical co-efficient given in for concrete with crushed stone aggregate.

11. Conditions :-

- 11.1 The contractor will have to work according to the programmed work, decided by the Engineer-in-charge. The contractor shall also construct a sample unit complete in all respects within time specified by the Engineer-in-charge and this sample unit shall be got approved from the Engineer-in-charge before mass construction is taken up. No extra claim whatsoever beyond the payments due at agreement rates will be entertained from the contractor on this account.
- 11.2 The contractor shall take instructions from the Engineer-in-charge for stacking of materials in any place. No excavated earth or building material shall be stacked on areas where other buildings, roads, services of compound walls are to be constructed.
- 11.3 If as per Municipal rules the huts for labour are not to be erected at the site of work by the contractors, the contractors are required to provide such accommodation as is acceptable to local bodies and nothing extra shall be paid on this account.

12. Conditions for Issue of Materials :-

- 12.1 The materials will be issued to the contractor at the place of delivery as mentioned in the schedule of materials during the working hours as per rules of CPWD stores as in force time to time. If these are delivered at any other site, the difference an account of less/more cartage will be adjusted accordingly. The contractor shall have to cart the materials to the site of work at his cast as soon as these are issued.
- 12.2 The materials like reinforcing bars, flats, tees, angles, sheets, CI and SCI pipes etc. contemplated to be issued will be issued in available sizes and lengths and the contractor shall bear the cost of cutting and shaping them according to the requirement of work. No claim for the wastage on this account shall be entertained.
- 12.3 Cement bags shall be stored in separate godowns to be constructed by contractor at his own cost as per sketch (which is only indicative and actual size will depend on the site requirements) at page 39 of CPWD specification 1996 with weather proof roofs and walls. Each godown shall be provided with a single door with two locks. The keys of one lack shall remain with CPWD Engineer-in-charge of work and that of other lock with the authorised agent of the contractor at the site of work so that the cement is removed from the godown according to the daily requirement with the knowledge of both the parties and proper account maintained in standard proforma.
- 12.4 The contractor shall be fully responsible for the safe custody of materials issued to him even if the materials are under double lock system.
- 12.5 The contractor shall bear all incidental charges for cartage, storage and safe custody of materials issued by department and shall construct suitable godowns, yard at site of work for storing all other materials so as to be safe against damage by sun, rain, damages, fire, theft etc. at his own cost and also employ necessary watch and ward establishment for the purpose at his own cost. Materials to be charged directly to work and stipulated for issue of cost shall also be issued to contractor as soon as they are received at site or at the stipulated place of issue the provision of this clause will equally and fully be applicable to theses items as well.
- 12.6 The standard sectional weights referred to as standard table in Para 5 .3.3 in CPWD specifications for works 1996 with upto date correction slips to be considered for conversion of length of various size of M.S. bars/twisted bars/TMT bars in to weight are as under :-

Size (Dia. in mm)	Weight (in Kg/M)
6	0.222
8	0.395
10	0.617
12	0.888
16	1.58
18	2.00
20	2.47
22	2.98
25	3.85
28	4.83
32	6.31
36	7.99
40	9.85
45	12.50
50	15.42

Issue of steel of diameters above 10 mm will be regulated on sectional weight basis, weight being

calculated with the help of the above tables. However for bars M.S./cold twisted bars/TMT bars upto and including 10 mm the following procedure shall be adopted.

The average sectional weight for each diameter shall be arrived at from samples from each lot of steel received at site. The actual weight of steel issued shall be modified to take into account the variation between the actual and standard co-efficient given above and the contractor's accounts will be debited by the cost of modified quantity only. The discretion of the Engineer-in-charge shall be final for the procedure to be followed for determining the average sectional weight of each lot. Quantity of each diameter of steel received at site of work each day will constitute one single lot for this purpose.

- 12.7 All materials obtained from Govt. stores or otherwise will be got checked by the Junior Engineer-in-charge of the work on receipt of the same at site before use.
- 12.8 Royalty at the prevalent rates shall have to be paid by the contractor on all the boulders, metals, shingle, sand and bajri etc. collected by him for the execution of the work, direct to the Revenue Authority or Authorised Agent of the State Government concerned or Central Government.
- 12.9 For all kind of RCC works only OPC shall be allowed to be used. However PPC may be used for work other than RCC as per direction of Engineer-in-charge.
- 12.10 The contractor shall construct separate stores for storage of OPC and PPC at site and the contractor will not claim anything extra on this account.
- 12.11 Separate cement register showing the receipt and issue of OPC and PPC shall be maintained at site.
- 12.12 Cement to be supplied would be OPC or PPC as is available only. No special cement like white cement etc. shall be supplied. Cement issued will be for consumption at site. No cement will be issued for factory made items and those not manufactured at site.
- 12.13 Steel reinforcement bars to be supplied would be for RCC works only and not for other miscellaneous items, which would be arranged by the contractor.

13. Testing of Materials :-

- (a) The contractor shall produce all the materials in advance so that there is sufficient time for testing and approving of the material and clearance of the same before use in work.
- (b) With a view to avoid controversy about quality of cement concrete as revealed in the test results of 7 days cubes falling short of the prescribed standards by over 10% to 20% and pending testing of balance cubes for 28 days as final confirmatory acceptance test, crushed samples of cement concrete from the failed 7 days cubes should be preserved in a sealed bag.
- (c) In case of concrete and reinforced concrete work, the contractor shall be required to make arrangement for carrying out compression strength tests at his own costs. He shall render all assistance for preparation of cubes, safe custody of the same proper curing and carriage upto the laboratory where the test is to be performed. The cube tests can be performed at any laboratory approved by the Engineer-in-charge.

14. Integral Water Proof Finishing :-

- 14.1 The contractor must associate himself with the specialised firm to be approved by the Engineer-in-charge in writing for integral cement based water proofing treatment for sunken floors and on roofs. 10 years guarantee in prescribed proforma attached must be given by the specialised firm,

which shall be countersigned by the contractor in taken for his overall responsibility. In addition 10% (ten percent) of the cost of these items would be retained as guarantee to watch the performance of the work done. However half of this amount (withheld) would be released after five years if the performance of the work done is satisfactory. If any defect is noticed during the guarantee period, it should be rectified by the contractor within seven days and if not attended to the same will be got done by another agency at the risk and cost of the contractor. However this security deposit can be released in full, if bank guarantee of equivalent amount for 10 years is produced and deposited with the Department. While tendering the contractor must give:-

- (a) The name of the specialised firm.
- (b) The trade names of the product, which would be used.

GUARANTEE TO BE EXECUTED BY CONTRACTORS FOR REMOVAL OF DEFECT AFTER COMPLETION IN RESPECT OR WATER PROOFING WORKS

This is agreement made this _____ day of _____ two thousand _____ between _____ (hereinafter called the Guarantor of the one part) and the President of India (hereinafter called the government of the other part).

Whereas this agreement is supplementary to a contract (hereinafter called the contract) dated _____ and made between the guarantor of the one part and the Government on the other part where by the contractor interalia, undertook to render the building and structures in the said contract rectified completely water and leak proof.

And where the Guarantor agreed to give guarantee to effect that the said structures will remain water and leak proof for ten years from the date of giving of water proofing treatment.

Now the Guarantor hereby guarantees that water proofing treatment given by him will render the structure completely leak proof and the minimum life of such water proofing treatment shall be ten years to be reckoned from the date of after the maintenance period prescribed in the contract.

Provided that the guarantor will not be responsible for leakage caused by earthquake of structural defects or misuse of roof or alteration and for such purpose.

- (a) Misuse of roof shall mean any operation, which will damage water proofing treatment like chapping of firewood and things of the same nature which might cause damage to the roof.
- (b) Alteration shall mean construction of an additional storey or a part of the roof or construction adjoining to existing roof whereby water proofing treatment is removed in part.
- (c) The decision of the Engineer-in-charge with regard to cause of leakage shall be final.

During this period of guarantee the guarantor shall make good all defects and in case of any defect being found render the building water proof to the satisfaction of the Engineer-in-charge at his cost and shall commence the work for such rectification within seven days from the date of issue of the notice from the Engineer-in-charge calling upon him to rectify. The defects failing which the work shall be got done by the Department by some other contractor at the Guarantor's cost and risk. The decision of the Engineer-in-charge as to the cost payable by the guarantor shall be final and binding.

That if the guarantor fails to execute the water proofing or commits break there under then the guarantor will indemnify the principal and his successors against all loss, damage, cost, expenses or otherwise which may be incurred by him by reason of any default on the part of the Guarantor in performance and observance of this supplementary agreement. As to the amount of loss and / or damage and / or cost incurred by the Govt. on the decision of the Engineer-in-charge will be final and bringing on the parties.

In witness whereof these persons have been executed by the Obligor _____ and by _____ and

for and on behalf of the President of India on the day, month and year first above written.

Signed, sealed and delivered by Obligor in the presence of

1.

2.

Signed for and on behalf of the President of India by _____ the presence of

1.

2.

ADDITIONAL CONDITIONS WHERE DEPARTMENTAL ISSUE OF CEMENT AND STEEL IS NOT STIPULATED

- 1) The contractor shall at his own expense, procure and provide all materials including cement and steel required for the work.
- 2) The contractor shall procure all the materials in advance so that there is sufficient time for testing and approving of the materials and clearance of the same before use in work.
- 3) All materials brought by the contractor for use in work shall be got checked from the Engineer-in-charge or his authorised representative of the work on receipt of the same at site before use.
- 4) The contractor shall also employ necessary watch and ward establishment for the safe custody of materials at his own cost.
- 5) **CONDITIONS FOR CEMENT :**
 - 5.1 The contractor shall procure 33 grade (conforming to IS:269) or 43 grade (conforming to IS:8112) ordinary Portland cement, as required in the work, from reputed manufacturers of cement, having a production-capacity of one million tones per annum or more, such as A.C.C., L&T, J.P. Rawa, Vikram, Shri Cement, Birla Jute and Cement Corporation of India etc. as approved by Ministry of Industry, Government of India, and holding licence to use ISI certification mark for their product whose name shall be got approved from Engineer-in-charge. Supply of cement shall be taken as 50 kg. Bags bearing manufacture's name and ISI marking. Samples of cement arranged by the contractor shall be taken by the Engineer-in-charge and got tested in accordance with provisions of relevant BIS codes. In case test results indicate that the cement arranged by the contractor does not conform to the relevant BIS codes, the same shall stand rejected and shall be removed from the site by the contractor at his own cost within a week's time of written order from the Engineer-in-charge to do so.
 - 5.2 The cement shall be brought at site in bulk supply of approximately 50 tonnes or as decided by the Engineer-in-charge.
 - 5.3 The cement go-down of the capacity to store a minimum of 2000 bags of cement shall be constructed by the contractor at site of work for which no extra payment shall be made Double lock provision shall be made to the door of the cement go down. The keys of one lock shall remain with the Engineer-in-charge

or his authorised representative and the key of the other lock shall remain with the contractor. The contractor shall be responsible for the watch and ward and safety of the cement go down. The contractor shall facilitate the inspection of the cement go down by the Engineer-in-charge at any time.

5.4 The contractor shall supply free of charge the cement required for testing. The cost of tests shall be borne by the contractor / Department in the manner indicated below :-

- (i) By the contractor, if the results show that the cement does not conform to relevant BIS codes.
- (ii) By the Department, if the results show that the cement conforms to relevant BIS.

5.5 The actual issue and consumption of cement on work shall be regulated and proper accounts maintained as provided in Clause 10 of the contract. The theoretical consumption of cement shall be worked out as per procedure prescribed in Clause 42 of the contract and shall be governed by conditions laid therein.

5.6 Cement brought to site and cement remaining unused after completion of work shall not be removed from site without written permission of the Engineer-in-charge.

6) CONDITIONS FOR STEEL :-

6.1 The contractor shall procure steel reinforcement bars conforming to relevant BIS codes from main producers as approved by the Ministry of Steel and secondary producers or re-rollers having valid BIS licence. For TMT bars conforming to relevant BIS code, procurement shall be made from main producers and secondary producers having valid BIS licence. The contractor shall have to obtain and furnish test certificates to the Engineer-in-charge. In respect of all supplies of steel brought by him to the site of work. Samples shall also be taken and got tested by the Engineer-in-charge as per the provisions in this regard in relevant BIS codes. In case the test results indicate that the steel arranged by the contractor does not conform to BIS codes, the same shall stand rejected and shall be removed from the site of work by the contractor at his cost within a week's time from written orders from the Engineer-in-charge to do so.

6.2 The steel reinforcement shall be brought to the site in bulk supply of to tonnes or as decided by the Engineer-in-charge.

6.3 The steel reinforcement shall be stored by the contractor site of work in such a way as to prevent distortion and corrosion and nothing extra shall be paid on this account. Bars of different sizes and lengths shall be stored separately to facilitate easy counting and checking.

6.4 For checking nominal masses, tensile strength, bend test, re-bend test etc. specimen of sufficient length shall be cut from each size of the bar at random at frequency not less than that specified below :-

Size of bar	For consignment below 100 tonnes	For consignment over 100 tonnes
Under 10 mm dia	One sample for each 25 tonnes or part thereof	One sample for each 40 tonnes or part thereof
10 mm to 16 mm dia	One sample for each 35 tonnes or part thereof	One sample for each 45 tonnes or part thereof
Over 16 mm dia	One sample for each 45 tonnes or part thereof	One sample for each 50 tonnes or part thereof

6.5 The contractor shall supply free of charge the steel required for testing. The cost of tests shall be borne by the contractor/Department in the manner indicated below :-

- (i) By the contractor, if the results show that the steel does not conform to relevant BIS codes.

- (ii) By the Department, if the results show that the steel conforms to relevant BIS codes.
- 6.6 The actual issue and consumption of steel on work shall be regulated and proper accounts maintained as provided in clause 10 of the contract. The theoretical consumption of steel shall be worked out as per procedure prescribed to Clause 42 of the contract and shall be governed by conditions laid therein.
- 6.7 Steel brought to site and steel remaining unused shall not be removed from site without the written permission of the Engineer-in-charge.

**CORRECTION SLIP FOR GENERAL CONDITIONS OF CONTRACT
FOR CPWD WORKS 2003**

Correction Slip No.1

Page 15,'existing Clause 2 Compensation for delay' shall be substituted as under :

“if the contractor fails to maintain the required processes in terms of clauses 5 or to complete the work and clear the site on or before the contract or extended date of completion, he shall without prejudice to any other right or remedy available under the law to the government on account of such breach, pay as agreed compensation the amount calculated at the rates stipulated below as the Superintending Engineer (whose decision in writing shall be final and binding) may decide on the amount of tendered value of the work for every completed day/month (as applicable) that the progress remains below that specified in Clause 5 or that the work remains incomplete.

This will also apply to items or group of items for which a separate period of completion has been specified.

Compensation for delay of work : @ 1.5% per month of delay to be computed
on per Day basis

Provided always that the total amount of compensation for delay to be paid under this condition shall not exceed 10% of the Tendered Value of work or to the Tendered Value of the item or group of items of work for which a separate period of completion is originally given.

The amount of compensation may be adjusted or set-off against any sum payable to the contractor under this or any other contract with the government. In case, the contractor does not achieve a particular milestone mentioned in schedule-E or the rescheduled milestone(s) in terms of Clause 5.4, the amount shown against that milestone shall be withheld, to be adjusted against the compensation levied at the final grant of extension of time. Withholding of this amount on failure to achieve a milestone, shall be automatic without any notice to the contractor. However, if the

contractor catches up with the progress of work on the subsequent milestone(s), the withheld amount shall be released. In case the contractor fails to make up for the delay in subsequent milestone(s) amount mentioned against each milestone missed subsequently also shall be withheld. However, no interest, whatsoever, shall be payable on such withheld amount.

(vide DGW/CON/174 dt. 06-2-2003 read with DGW/CON/176 dt. 28-2-2003)

Correction Slip No.2

Page 16 new Clause 2 A, incentive for early completion shall be inserted as under :

In case, the contractor completes the work ahead of scheduled completion time, a bonus @ 1% (one per cent) of the tendered value per month computed on per day basis, shall be payable to the contractor subject to a maximum limit of 5% (five percent) of the tendered value amount of bonus, if payable, shall be paid along with final bill after completion of work.

(Vide DGW/CON/174, dt. 6-02-2003)

Correction Slip No.3

Page 16, Clause 3 ‘when contract can be determined,’ last three lines of Para (vii) shall be substituted as under :

“If the work is not started by the contractor within 1/8” of the stipulated time. When the contractor has made himself liable for action under any of the cases aforesaid Engineer-in-charge on behalf of the President of India shall have power”.

(Vide DGW/CON/174, dt. 6-02-2003)

Correction Slip No.4

Page 17, Sub-Clause(a), shall be substituted as under :

“To determine or rescind the contract as aforesaid (of which termination or rescission notice in writing to the contractor under the hand of Engineer-in-charge shall be conclusive evidence. Upon such determination or rescission, the Earnest Money Deposit, Security Deposit already recovered and Performance Guarantee under the contract shall be liable to be forfeited and shall be absolutely at the disposal of the Government”.

(Vide DGW/CON/174, dt. 6-02-2003)

Correction Slip No.5

Page 17, Sub-Clause(b), shall be deleted.

(Vide DGW/CON/174, dt. 6-02-2003)

Correction Slip No.6

Page 17, Clause(C) shall be substituted as under :

“After giving notice to the contractor to measure up the work of the contractor and to take such

whole or the balance or part thereof, as shall be un-executed out of his hands and to give it to another contractor to complete the work. The contractor, whose contracts is determined or rescinded as above, shall not be allowed to participate in the tendering process for the balance work”.

(Vide DGW/CON/174, dt. 6-02-2003)

Correction Slip No.7

Page 17, last but one Para starting with the words “Value so certified” shall be substituted as under :

“In the event of above course(s) being adopted by Engineer-in-charge, the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchases or procured any materials or entered into any engagements or made any advances on account or with a view to the execution of the work or the performance of the contract. And in case action is taken under any of the provision aforesaid the contractor shall not be entitled to recover or be paid any subm for any work thereof or actually performed under this contract unless and until the Engineer-in-charge has certified in writing the performance of such work and the value payable in respect thereof and he shall only he entitled to be paid the value so certified”.

(Vide DGW/CON/174, dt. 6-02-2003)

Correction Slip No.8

Page 17, last para starting with the words “Provided further” and ending with “so forfeited” shall deleted :

(Vide DGW/CON/174, dt. 6-02-2003)

Correction Slip No.9

17. Page 17, new clause 3A shall be inserted as under :

“In case, the work cannot be started due to reasons not within the control of the contractor within 1/8 of the stipulated time for completion of work, either party may close the contract. In such eventuality, the Earnest Money deposit and the Performance Guarantee of the contractor shall be refunded, but no payment on account of interest, loss of profit or damages etc. shall be payable at all”.

(Vide DGW/CON/174, dt. 6-02-2003)

Correction Slip No.10

18. Page 18, Clause 5 and 5.1, “Time and Extension for delay” shall be substituted as under :

“The time allowed for execution of the works as specified in the schedule ‘F’ or the extended time in accordance with theses conditions shall be the essence of the Contract. The execution of the works shall commence from the 15th Day or such time period as mentioned in letter of Award after the date which the Engineer-in-charge issues written orders to commence the work or from the date of handing over of the site whichever is later. If the contractor commits default in commencing the execution of the work as aforesaid. Government shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the earnest money and performance guarantee absolutely”.

As soon as possible after the contract is concluded the contractor shall submit a Time and Progress Chart for each milestone and get it approved by the Department. The chart shall be prepared in direct relation to the time stated in the contract documents for completion of items of the works. It

shall indicate the forecast of the dates of commencement and completion of various trades of section of the work and may be amended as necessary by agreement between the Engineer-in-Charge and the Contractor within the limitations of time imposed in the contract documents, and further to ensure good progress during the execution of the work, the contractor shall in all cases in which the time allowed for any work, exceeds one month (save for special jobs for which a separate programme has been agreed upon) complete the work as per milestone given in schedule 'F'.

(Vide DGW/CON/174, dt. 6-02-2003)

Correction Slip No.11

Page 19, Clause 5.3 and 5.4, shall be substituted as under :

“Request for rescheduling of Milestones and extension of time, to be eligible for consideration, shall be made by the contractor in writing within fourteen days of the happening of the event causing delay on the prescribed form. The contractor may also, if practicable, indicate in such a request the period for which extension is desired”.

In any such case the authority mentioned in Schedule 'F' may give a fair and reasonable extension of time and reschedule the milestones for completion of work. Such extension shall be communicated to the contractor by the Engineer-in-charge in writing, within 3 months of the date of receipt of such request. Non application by the contractor for extension of time shall not be a bar for giving a fair and reasonable extension by the Engineer-in-charge and this shall be binding on the contractor.

(Vide DGW/CON/174, dt. 6-02-2003)

Correction Slip No.12

Page 25, Clause 10 B, Para (ii) “Mobilisation on Advance”, shall be substituted as under :

“Mobilisation advance not exceeding 10% of the tendered value may be given, if requested by the contractor in writing within one month of the order to commence the work. In such a case the contractor shall execute a Bank guarantee Bond from a Scheduled Nationalised bank as specified by the Engineer-in-charge for the full amount of such advance is released. Such advance shall be in two or More instalments to be determined by the Engineer-in-charge at his absolute discretions. The first instalment of such advance shall be released by the Engineer-in-charge to the contractor on a request made by the contractor to the Engineer-in-charge in this behalf. The second and subsequent instalments shall be released by the Engineer-in-charge only after the contractor furnishes a proof of the satisfactory utilisation of the earlier instalment to the entire satisfaction of the Engineer-in-charge”.

Mobilisation advance shall admissible only for works where estimated cost put to tender is rupees two crores and above”.

(Vide DGW/CON/174, dt. 6-02-2003)

Correction Slip No.13

Page 25 & 26, Clause 10B, Para (iii) “Plant & Machinery Advance” starting with the words “An Advance for” and ending with the words “commissioning the same” shall be substituted as under :

“Plant, Machinery & Shuttering Material Advance”.

An advance for plant & machinery required for the work and brought to site by the Contractor may be given if requested by the contractor in writing within one month of bringing such plant and machinery to site. Such advance shall be given on such plant and machinery, which in the opinion of the Engineer-in-charge will add to the expeditious execution of work and improve the quality of

work. The amount of advance shall be restricted to 5% of tender value. In the case of new plant and equipment to be purchased for the work the advance shall be restricted to 90% of the price of such new plant and equipment paid by the contractor for which the contractor shall produce evidence satisfactory to the Engineer-in-charge. In the case of second hand and used plants and equipment, the amount of such advance shall be limited to 50% of the depreciated value of plant and equipments as may be decided by the Engineer-in-charge. The contractor shall, if so required by the Engineer-in-charge, submit the statement of value of such old plant and equipment duly approved by a Registered Value recognised by the Central Board of Direct Taxes under the Income-Tax Act, 1961. No such advance shall be paid on any plant and equipment of perishable nature and on any plant and equipment of a value less than Rs.50,000/-, seventy five per cent of such amount of advance shall be paid after the plant & equipment is brought to site and balance twenty five percent on successfully commissioning the same.

(Vide DGW/CON/174, dt. 6-02-2003)

Correction Slip No.14

Page 26, Clause 10 B, the following new para shall be inserted after 1st para of 10 B (iii) as under :

“Leasing of equipment shall be considered at par with purchase of equipment and shall be covered by tripartite agreement with the following : -

1. Leasing company which gives certificate of agreeing to lease equipment to the contractor.
2. Engineer-in-charge, and
3. The Contractor”

(Vide DGW/CON/174, dt. 6-02-2003)

Correction Slip No.15

Page 26, Clause 10 B, ‘Interest & Recovery’ in IInd line of para IV for figures ‘18%’ read the figures ‘10%’

(Vide DGW/CON/174, dt. 6-02-2003)

Correction Slip No.16

Page 26, Clause 10 C, ‘Payment on account of increase in prices/wages due to statutory order(s)’ shall be substituted as under :

“If after submission of the tender the price of any material incorporated in the works (not being a material supplied from the Engineer-in-charge’s stores in accordance with clause 10 thereof) and/or wages of labour increases as a direct result of the coming into force of any fresh law, or statutory rule or order (but not due toto any changes in sales tax) and such increase in the price and/or wages prevailing at the time of the last stipulated date for receipt of the tenders including extensions if any for the work, and the contractor there upon necessarily and property pays in respect of that material (incorporated in the works) such increased price and/or in respect of labour engaged on the execution of the work such increased wages, then the amount of the contract shall accordingly be varied and provided further that any such increase shall not be payable if such increase has become operative after the stipulated date of completion of the work in question.

If after submission of the tender, the price of any material incorporated in the works (not being a material supplied from the Engineer-in-Charge’s stores in accordance with Clause 10 thereof) and/or wages of labour is decreased as a direct result of the coming into force of any fresh law or

statutory rules or orders (but not due to any changes in sales tax) and such decreases in the prices and/or wages prevailing at the time of receipt of the tender for the work. Government shall in respect of materials incorporated in the works (not being materials supplied from the Engineer-in-charge's stores in accordance with Clause-10 thereof) and/or labour engaged on the execution of the work after the date of coming into force of such law statutory rule or order be entitled to deduct from the dues of the contractor such amount as shall be equivalent to the difference between the prices of the materials and/or wages as prevailed at the time of the last stipulated date for receipt of tenders including extensions if any for the work and the prices of materials and/or wages of labour on the coming into force of such law, statutory rule or order.

The contractor shall, for the purpose of this conditions, keep such books of account and other documents as are necessary to show the amount of any increase claimed or reduction available and shall allow inspection of the same by a duly authorised representative of the Government and further shall, at the request of the Engineer-in-charge may require any documents so kept and such other information as the Engineer-in-charge may require.

The contractor shall, within a reasonable time of his becoming aware of any alteration in the price of any such materials and / or wages of labour, give notice thereof to the Engineer-in-charges stating that the same is given pursuant to this condition together with all information relating thereto which he may be in position to supply”.

(Vide DGW/CON/174, dt. 6-02-2003)

Correction Slip No.17

Page 27, Clause 10 CC, ‘Payment due to increase/decrease in prices/wages after receipt of tender for works (Time period of more than 18 more than 18 months)’ 1st para beginning with the words “If the prices” and ending with the words “following provision” shall be substituted as under :

“If the prices of material (not being materials supplied or services rendered at fixed prices by the Department in accordance with clauses 10 & 34 thereof) and / or wages of labour required for execution of the work increase, the contractor shall be compensated for such increase as per provisions detailed below and the amount of the contract shall accordingly be varied, subject to the condition that such compensation for escalation in prices shall be available only for the work done during the stipulated period of the contract. No escalation shall be paid for work executed in extended contract period even if extension of time is granted without any action under Clause 2 and also no such compensation shall be payable for a work for which the stipulated period of completion is 18 months or less. Such compensation for escalation in the prices of materials and labour, when due, shall be worked out based on the following provisions”.

(Vide DGW/CON/174, dt. 6-02-2003)

Correction Slip No.18

Page 28, Clause 10 CC, last three lines of Para (iv) (C) shall be substituted as under :

“Ml: All India Wholesale Price Index for Construction material for the period under consideration as

published by the Economic Advisor to Govt. of India, Ministry of Industry & Commerce”.

(Vide DGW/CON/174, dt. 6-02-2003)

Correction Slip No.19

Page 29, Clause 10 CC, last four lines of Para (iv) (C) shall be substituted as under :

“MI: All India Wholesale Price Index for Construction Material Valid on the last stipulated date of receipt of tender including extension, if any as published by the Economic Advisor to Govt. of India, Ministry of Industry & Commerce”.

(Vide DGW/CON/174, dt. 6-02-2003)

Correction Slip No.20

Page 31, Para 12.1.1. shall be renumbered as 12.1. :

(Vide DGW/CON/175, dt.26-02-2003)

Correction Slip No.21

Page 31 & 32, Para 12.1.2 shall be deleted

(Vide DGW/CON/175, dt. 26-02-2003)

Correction Slip No.22

Page 32 - 33, Para 12.2 shall be inserted as under :

“Deviation, Extra items and pricing

In the case of extra items (s) the contractor may within fifteen days of receipt of order of occurrence of the items (s) claim rates, supported by proper analysis, for the work and the Engineer-in-chief shall within one month of the receipt of the claims supported by analysis, after giving consideration to the analysis of the rates submitted by the contractor, determine the rates on the basis of the market rates and the contractor shall be paid in accordance with the rates so determined.

Deviation, substituted Items, Pricing.

In the case of substituted items, the rate for the agreement item (to be substituted) and substituted item shall also be determined in the manner as mentioned in the aforesaid para.

- (a) If the market rate for the substituted item so determined is more than the market rate of the agreement item (to be substituted) the rate payable to the contractor for the substituted item shall be the rate for the agreement item (to be substituted) so increased extent of the difference between the market rates of substituted item and the agreement item and the agreement item (to be substituted).
- (b) If the market rate for the substituted item so determined is less than the market rate of the agreement item (to be substituted) the rate payable to the contractor for the substituted item shall be the rate for the agreement item (to be substituted) so decreased to the extent of the

difference between the market rates of substituted item and the agreement item (to be substituted).

(c) Deviation, Deviated Quantities Pricing.

In the case of contract items, substituted items, contract-cum-substituted items, which exceed the limits laid down in schedule 'F', the contractor may within fifteen days of receipt of order or occurrence of the excess, claim revision of the rates, supported by proper analysis for the work in excess of the above mentioned limits. Provided that if the rates so claimed are in excess of the rates specified in the schedule of quantities the Engineer-in-charge shall within one month of receipt of the claims supported by analysis, after giving consideration to the analysis of the rates submitted by the contractor, determine the rates on the basis of the market rates and the contractor shall be paid in accordance with the rates so determined".

(Vide DGW/CON/175, dt. 26-02-2003)

Correction Slip No.23

Page 33, Para 12.3 shall be substituted by the following Para :

"The provisions of the preceding paragraph shall also apply to the decrease in the rates of items for the work in excess of the limits laid down in schedule 'F', and the Engineer-in-charge shall after giving notice to the contractor within one month of occurrence of the excess and after taking into consideration any reply received from him within fifteen days of the receipt of the notice, revise the rates for the work in question within one month of the expiry of the said period of fifteen days having regard to the market rates.

(Vide DGW/CON/174, dt. 26-02-2003)

Correction Slip No.24

Page 33, Para 12.5 shall be amended as under :

Existing	Amendment / New introduce
For the purpose of operation of Clause 12.1.2 (vi) the following works shall be treated as works relating to foundation	: For the purpose of operation of Schedule 'F' the following works shall be treated as works relating to foundation

(Vide DGW/CON/175, dt. 26-02-2003)

Correction Slip No.25

Page 45, Clause 21 "Work not to be sublet. Action in case of insolvency" shall be substituted as under :

"The contract shall not be assigned or subject without the written approval of the Engineer-in-charge. And if the contractor shall assign or sublet his contract, or attempt to do so, or because insolvent or commence any insolvency proceedings or make any composition with his creditors or attempt to do so, or if any bribe, gratuity, gift, loan, perquisite, 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 public officer or person in the employ of Government in any way relating to his office or employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Engineer-in-charge on behalf of the President of Indian shall have power to adopt the course specified in Clause 3 hereof in the interest of Government and in the event of such course being adopted the consequences specified in the said Clause 3 shall ensue”.

(Vide DGW/CON/175, dt. 26-02-2003)

Correction Slip No.26

Page 93, Schedule ‘F’, the following correction shall be made :

Existing	Amendment / New introduce
(i) Earnest Money : Rs.	(i) Earnest Money : Rs.
(ii) Nil	(ii) Performance guarantee: 5% of tendered value.
(iii) Security Deposit : 10% of tendered value subject to maximum of Rs. 5 lakhs	(iii) Security Deposit : 5% of tendered value.

(Vide DGW/CON/175, dt. 26-02-2003)

Correction Slip No.27

36. Page 94, Clause 12, Schedule ‘F’, the following amendment shall be made :

Existing	Amendment / New introduce
Clause 12 12.1.2 (iii) Schedule of rates for determining rates for additional, altered or substituted items that cannot be determined under 12.1.2 (I) & (ii) 12.1.2 (iii)	Deleted
12.1.2 (iii) Plus/Minus the % over the rte entered in the schedule of rates.	Deleted
12.1.2 (vi) A Deviation limit beyond which sub-clauses (i) to (v) shall not apply and clauses 12.2 &12.3 shall apply	Deleted

12.1.2 (vi) B (a) Limit for value of any item of any individual trade beyond which sub-clauses (l) to (v) shall not apply and clauses 12.2 & 12.3 shall apply.	Deleted
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(Vide DGW/CON/175, dt. 26-02-2003)

Schedule - 'A'

Name of Work : Construction of 11 KV line with cost of 11 KV metering cubical for power supply and 25 KV Transformer to Brahmani Sub-Division, CWC, Rourkela from 11 KV town feeder

Sl. No.	Description of work	Quantity	Rate		Unit	Amount in Rs.
			In figures	In words		
1	SITC of 25 KVA 11/0.433 KV 3 phase 50 Hz, core type, out door type copper wound distribution transformer natural oil cooled (ONAN) type manufactured as per IS:1180 – 1989 with all fittings, accessories and first fillings of transformer oil with LT side cable end box.	1 job			job	
2	A/B switch 100 AMP containing 3 Nos.	1 set			set	
3	Horn Gap Fuse (HG fuse) 10 AMP	1 set			set	
4	Lightening arrestor	1 set			set	
5	G.I. pipe earthing 4 pole earthing	1 job			job	
6	G.I. wire 8 mm	400 m			m	
7	Erection of poles including earthwork laying of concrete, erection etc. complete for 10 Nos. poles	10 No.			No.	
8	SITC of MCCB outdoor transformer feeder panel complete.	1 No.			No.	
9	Laying of armoured cable 3 1/2 core 50 sqmm from transformer to electrical panel of sub-division office including earthwork, brick work concrete etc. complete - 50 m length	50 m			m	
	Sub-Total					

Contd.....

Sl. No.	Description of work	Quantity	Rate		Unit	Amount in Rs.
			In figures	In words		
10	11 KV 35 mm ² XLPE cable (including all charges as applicable)	300 m			m	
11	Cost of 8 Mtr PSC pole to support cable (including all charges as applicable)	10 No.			No.	
12	Suspension fitting + 'FacadaHook+Pole clamp pair + suspension clamp (including all charges as applicable)	10 No.			No.	
13	35 mm ² Cable end Jointing Kits O/d	2 No.			No.	
14	35 mm ² Cable end Jointing Kits I/d	2 No.			No.	
	Sub-Total					
	Works contract tax + CST @ 4%					
	Total					