

## निविदा एवं संविदा प्रपत्रा

कार्य का नाम	मारफोलाजिकल स्टडीज के अंतर्गत गंगा नदी के सापेक्ष चुनार से बक्सर के बीच लगभग 10 किमी० अंतराल पर नदी का कास सेक्शन सर्वेक्षण से संबंधित कार्य ।
अनुमानित लागत	रू० 105100/- (रूपया एक लाख पाँच हजार एक सौ मात्रा)
धरोहर राशि	रू० 2100/- (रूपया दो हजार एक सौ मात्रा)
वैद्य समय	50 दिन
निविदा प्रपत्रा स्वीकार करने की अंतिम तिथि	17.11.2011 (15:00 बजे तक)
खुलने की तिथि	17.11.2011 (15:30 बजे तक)

## TENDER & CONTRACT DOCUMENT

<b>NAME OF WORK</b>	<b>Carrying out cross sectional survey works at approx. 10 km. apart along the river GANGA from Chunar to Buxar for Morphological Studies purposes.</b>
<b>ESTIMATED COST</b>	<b>Rs.1,05,100/- (Rupees one lakh five thousand one hundred) only</b>
<b>EARNEST MONEY</b>	<b>Rs.2,100/- (Two thousand one hundred only)</b>
<b>TIME ALLOWED</b>	<b>50 days</b>
<b>LAST DATE OF RECEIPT TENDER PAPER</b>	<b>17.11.2011 AT 3:00 P.M.</b>
<b>DATE OF OPENING</b>	<b>17.11.2011 AT 3:30 P.M.</b>



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<b>NAME OF WORK:</b> Carrying out cross sectional survey works at approx. 10 km. apart along the river GANGA from Chunar to Buxar for Morphological Studies purposes.
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Executive Engineer  
Middle Ganga Division -3  
Central Water Commission  
Varanasi- 221002

 <b>(0542) 2282303</b>  <b>(0542) 2282304</b>	<b>भारत सरकार</b> <b>केंद्रीय जल आयोग</b> <b>कार्यालय अधिशासी अभियंता</b> <b>मध्य गंगा मंडल-3</b> <b>वाराणसी</b>	<b>आकाशदीप पन्नालाल पार्क</b> <b>वाराणसी-221002</b>
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### निविदा आमंत्रण सूचना

- 1<sup>प</sup> भारत के राष्ट्रपति की ओर से मध्य गंगा मंडल-3, केंद्रीय जल आयोग, वाराणसी कार्यालय के अंतर्गत 'मारफोलाजिकल स्टडीज के अंतर्गत गंगा नदी के सापेक्ष चुनार से बक्सर के बीच लगभग 10 किमी० अंतराल पर नदी का कास सेक्शन सर्वेक्षण से संबंधित कार्य' के लिए केंद्रीय लोक निर्माण विभाग के अनुमोदित एवं पात्रा ठेकेदारों तथा उन ठेकेदारों से जो दूरसंचार विभाग, एम.ई. एस., रेलवेज तथा राज्य लोक निर्माण विभाग, सिचाई विभाग एवं उत्तर प्रदेश जल निगम की समुचित सूची में हैं, मद दर निविदाएं आमंत्रित की जाती है।
- 1<sup>प</sup> कार्य की अनुमानित लागत **₹0 1९05९100/- (रुपया एक लाख पाँच हजार एक सौ मात्रा)** है। तथापि, यह अनुमानित लागत मोटे तौर पर एक मार्ग निर्देश मात्रा है।
2. सफल निविदाकारों के साथ, निर्धारित प्रपत्रा सं. के.लो.नि.वि.-7६8 पर, जो कि भारत सरकार के प्रकाशन के रूप में उपलब्ध है, करार किया जायेगा, निविदाकार उक्त प्रपत्रा के विभिन्न निबंधन एवं शर्तों के अनुसार अपनी दरें बताएगा।
  3. निर्माण कार्य पूरा करने के लिए अनुमत्य समय **50 दिन** निविदा स्वीकार करने की सूचना/कार्य प्रारम्भ करने के लिखित आदेश की तिथि से अथवा निविदा कागजात में सूचित चरणों, यदि कोई हो, के अनुसार, कार्यस्थल सौंपे जाने के प्रथम दिन से, जो भी बाद में हो, होगा।
  4. कार्य हेतु कार्य स्थल उपलब्ध है।
  5. प्रपत्रा जारी करने हेतु आवेदन, निविदाएं खोले जाने की निर्धारित तिथि के **चार दिन पूर्व सांय चार बजे** के बाद से नहीं स्वीकार किए जाएंगे। निविदा प्रपत्राओं का निर्गम, निविदा खोले जाने की निर्धारित तिथि के **तीन दिन पूर्व बन्द** कर दिया जायेगा।  
रेखांक, विनिर्देश, कार्य के विभिन्न वर्गों के लिए मात्राओं की अनुसूची के सहित निविदा कागजात एवं ठेके की शर्तों का सैट जिनका उस ठेकेदार द्वारा अनुपालन किया जाना है, जिसकी निविदा सवीकृत हो जाए तथा अन्य आवश्यक कागजात रविवार एवं सार्वजनिक छुट्टियों को छोड़कर, प्रतिदिन 11 बजे पूर्वाह्न से 4 बजे अपराह्न के बीच अधिशासी अभियंता, मध्य गंगा मंडल-3, केंद्रीय जल आयोग, वाराणसी के कार्यालय में देखे जा सकते हैं। मानक प्रपत्रा को छोड़कर, निविदा कागजात उक्त कार्यालय से ऊपर निर्दिष्ट समय के दौरान निम्नलिखित का भुगतान कर प्राप्त किए जा सकेंगे।
- (प) निविदा की लागत के तौर पर **₹0 500/-** की नगद राशि और यदि टेण्डर फार्म वेब साइट से डाउन लोड करना है तो टेण्डर भरते समय फर्म द्वारा **₹0 500/-** का किसी अनुसूचित बैंक का डिमाण्ड ड्राफ्ट अधिशासी अभियंता, मध्य गंगा मंडल-3, केंद्रीय जल आयोग वाराणसी के पक्ष में भारतीय स्टेट बैंक मुख्य शाखा, वाराणसी में देय टेण्डर फार्म के मूल्य के रूप में टेण्डर के साथ देना होगा।
- (पप) बयाना राशि **₹0 2100/- (रुपया दो हजार एक सौ मात्रा)** ट्रेजरी चालान रसीद/किसी अनुसूचित बैंक की मांग जमा रसीद/किसी अनुसूचित बैंक की सावधि जमा रसीद/ किसी अनुसूचित बैंक का डिमाण्ड ड्राफ्ट के रूप में अधिशासी अभियंता, मध्य गंगा मंडल-3, केंद्रीय जल आयोग, वाराणसी के पक्ष में भारतीय स्टेट बैंक मुख्य शाखा, वाराणसी में देय टेण्डर फार्म के साथ देना होगा।
- (पपप) टेण्डर फार्म स्वीकार करने की अंतिम तिथि : 17<sup>ण</sup>11<sup>ण</sup>2011 (15<sup>रू</sup>00 बजे तक)  
टेण्डर फार्म बिक्री करने की अंतिम तिथि : 14<sup>ण</sup>11<sup>ण</sup>2011

**GOVERNMENT OF INDIA  
CENTRAL WATER COMMISSION  
OFFICE OF THE EXECUTIVE ENGINEER  
MIDDLE GANGA DIVISION – 3  
VARANASI**

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**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., Irrigation Dept. & U.P. Jal Nigam for the work of **“Carrying out cross sectional survey works at approx. 10 km. apart along the river GANGA from Chunar to Buxar for Morphological Studies purposes.”**
  - 1.1 The work is estimated to cost **Rs.1,05,100/- (Rupees one lakh five thousand one hundred) 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-7/8**, 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 **50 days** from the date of issue of letter of acceptance of tender/work order 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, Middle Ganga Division - 3, C.W.C., Varanasi between hours of **11:00 A.M. & 04:00 P.M** every day except on Sundays and Public holidays. Tender document, excluding standard form, will be issued from office of the Executive Engineer, Middle Ganga Division-3, C.W.C., Varanasi during the hours specified above, on payment of the following:

  - (i) **Rs. 500/-** 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.500/-** drawn on any scheduled Bank in favour of the Executive Engineer, Middle Ganga Division -3, C.W.C., Varanasi payable at SBI main branch, Varanasi towards the cost of the tender form.
  - (ii) Earnest Money of **Rs.2,100/- (Two thousand one hundred only)** in the form of Treasury Challan receipt/Deposit at Call receipt of a scheduled bank/Fixed Deposit receipt of a scheduled bank/Demand Draft of a scheduled bank issued in favour of the Executive Engineer, Middle Ganga Division -3, C.W.C., Varanasi payable at SBI main branch, Varanasi must be enclosed along with the Tender.
  - (iii) **Last date of receipt of Tender : 17.11.2011 At 15.00 hrs.**  
**Last date of sale of tender : 14.11.2011**

6. निविदाएं, जो हमेशा मुहरबंद लिफाफे में रखी जानी चाहिए तथा उन लिफाफों पर कार्य का नाम लिखा होना चाहिए, जो अधिशासी अभियंता, मध्य गंगा मंडल-3, केंद्रीय जल आयोग, वाराणसी द्वारा दिनांक 17/11/2011 को 3:00 बजे सायं तक प्राप्त की जाएगी और उसी दिन 3:30 बजे सायं

भारत सरकार  
केंद्रीय जल आयोग

राज्य	:	उत्तर प्रदेश
संगठन	:	ऊपरी गंगा बेसिन
परिमंडल वाराणसी	:	जलविज्ञानीय प्रेक्षण परिमंडल,
मंडल	:	मध्य गंगा मंडल-3, वाराणसी
उपमंडल वाराणसी	:	मध्य गंगा छोटी सरयू उपमंडल,

कार्यों के लिए मद दर निविदा एवं संविदा

- (अ) कार्य का नाम जिसके लिए निविदा है : मारफोलाजिकल स्टडीज के अंतर्गत गंगा नदी के सापेक्ष चुनार से बक्सर के बीच लगभग 10 किमी0 अंतराल पर नदी का कास सेक्शन सर्वेक्षण से संबंधित कार्य ।
- (क) दिनांक **17.11.2011** को **15:00** बजे अधिशासी अभियंता, मध्य गंगा मंडल-3, केंद्रीय जल आयोग, वाराणसी के कार्यालय में प्रस्तुत की जानी है ।
- (ख) उन निविदाकारों के समक्ष खोली जाएगी जो दिनांक **17.11.2011** को **15:30** बजे अधिशासी अभियंता, मध्य गंगा मंडल-3, केंद्रीय जल आयोग, वाराणसी के कार्यालय में उपस्थित रहेंगे ।

सेवा में प्रेषित(ठेकेदार).....

कागजात जारी करने वाले अधिकारी का हस्ताक्षर.....

पद : अधिशासी अभियंता, मध्य गंगा मंडल-3, केंद्रीय जल आयोग, वाराणसी ।

जारी करने की तिथि : .....

**GOVERNMENT OF INDIA  
CENTRAL WATER COMMISSION**

STATE : UTTAR PRADESH  
ORGANISATION : UPPER GANGA BASIN  
CIRCLE : HYDROLOGICAL OBSERVATION CIRCLE, VARANASI  
DIVISION : MIDDLE GANGA DIVISION-3, VARANASI  
SUB-DIVISION : MIDDLE GANGA CHOTI SARYU SUB-DIVISION, VARANASI

**ITEM RATE TENDER & CONTRACT FOR WORKS**

(A) TENDER FOR THE WORK OF : **Carrying out cross sectional survey works at approx. 10 km. apart along the river GANGA from Chunar to Buxar for Morphological Studies purposes.**

(i) To be submitted by **15:00** hours on **17.11.2011** to the Executive Engineer, Middle Ganga Division-3, Central Water Commission, Varanasi

(ii) To be opened in presence of tenderer who may be present at **15:30** hours of **17.11.2011** in the office of the Executive Engineer, Middle Ganga Division -3, Central Water Commission, Varanasi

Issued to \_\_\_\_\_  
(CONTRACTOR)

Signature of officer issuing the documents \_\_\_\_\_

Designation: Executive Engineer, Middle Ganga Division -3, Central Water Commission,  
Varanasi

Date of Issue: \_\_\_\_\_

## निविदा

मैंने/हमने कार्य के लिए निविदा आमंत्रण सूचना, अनुसूची-क,ख,ग,घ,ङ. और च लागू विनिर्देश, नक्शे एवं डिजाइन, सामान्य नियम एवं निर्देश, ठेके के उपबंध, विशिष्ट शर्तें, दर अनुसूची एवं अन्य कागजात तथा ठेके की शर्तों में दिए गए नियम तथा निविदा कागजात में उल्लिखित अन्य बातों को पढ़ व जाँच लिया है।

मैं/हम, एतद्वारा भारत के राष्ट्रपति के लिए अनुसूची 'च' में विनिर्दिष्ट समय के अंदर विनिर्दिष्ट कार्य, यथा-मात्राओं की अनुसूची तथा सभी संबंधित विनिर्देशों, डिजाइनों, नक्शों के अनुरूप तथा सामान्य नियमावली के नियम-1 और ठेके के शर्तों के खण्ड-11 में उल्लिखित लिखित अनुदेशों एवं ऐसी सामग्रियों, जो प्रदान की जाती है और उसके संबंध में, ऐसी शर्तें जो लागू हों, के अनुरूप निष्पादन हेतु निविदा देता हूँ/देते हैं।

हम निविदा को, इसके प्रस्तुत किए जाने की तारीख से 50 दिनों के लिए खुला रखने तथा इसकी शर्तों एवं निबंधनों में किसी प्रकार का परिवर्तन न करने के लिए सहमत हैं।

बयाना राशि रू0 2100/- (रूपया दो हजार एके सौ मात्रा) ट्रेजरी चालान रसीद/अनुसूचित बैंक की मांग जमा रसीद/अनुसूचित बैंक की सावधि जमा रसीद/अनुसूचित बैंक के डिमाण्ड ड्राफ्ट के रूप में टेण्डर के साथ संलग्न है। यदि मैं/हम निर्धारित निष्पादन गारंटी को निर्धारित समय अवधि में प्रस्तुत करने में असफल रहते हैं तो मैं/हम यह मंजूर करते हैं कि भारत के उक्त राष्ट्रपति या उनके कार्यालय के उत्तराधिकारी किसी अन्य अधिकार या उपचारी उपाय पर प्रतिकूल प्रभाव डाले बिना उक्त धरोहर राशि जब्त करने के लिए पूर्णतया स्वतंत्रा होंगे। इसके अलावा, यदि मैं/हम विनिर्दिष्ट कार्य प्रारंभ करने में असफल रहते हैं, तो मैं/हम यह मंजूर करते हैं कि भारत के राष्ट्रपति या उनके कार्यालय के उत्तराधिकारी कानून में उपलब्ध किसी अन्य अधिकार या उपचारी उपाय पर प्रतिकूल प्रभाव डाले बिना उक्त धरोहर राशि, तथा निष्पादन गारंटी जब्त करने के लिए पूर्णतया स्वतंत्रा होंगे अन्यथा उक्त धरोहर राशि निविदा कागजात के अनुसार उसमें निहित शर्तों व निबंधनों के अनुसार कार्यों के निष्पादन एवं आदिष्ट विचलनों को अनुसूची 'च' में वर्णित प्रतिशत से अनधिक व निविदा प्रपत्रा के खंडो 12ण2 व 12ण3 में निहित प्रावधानों के अनुसार निश्चित की जाने वाली दरों पर उक्त सीमा से अधिक के विचलनों के करने के लिए उनके द्वारा प्रतिभूति निक्षेप के रूप में रोक ली जाएगी।

मैं/हम एतद्वारा घोषणा करते हैं कि मैं/हम निविदा कागजातों, नक्शों और कार्य से संबंधित अन्य अभिलेखों को गुप्त/गोपनीय कागजात के रूप में रखेंगे और उनसे प्राप्त/ली गई जानकारी किसी अन्य को, जिन्हे मैं/हम सूचित करने के लिए प्राधिकृत हो, से भिन्न किसी को, नहीं बताएंगे या जानकारी को किसी ऐसे रूप में प्रयोग नहीं करेंगे जो राज्य की सुरक्षा के लिए प्रतिकूल हो।

तारीख.....

ठेकेदार के हस्ताक्षर.....

डाक पता

साक्षी

पता

उपजीविका

## 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 **50 days** from the due date of submission thereof and not to make any modifications in its terms and conditions.

**A sum of Rs.2100/ (Two thousand one hundred only)- is hereby enclosed with the tender in the shape of TC/DD/FDR/TDR of a scheduled bank duly pledged in favour of the Executive Engineer, Middle Ganga Division-3, Central Water Commission, Varanasi 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 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 :

Signature of Contractor

Address :

Occupation :

Postal Address

## स्वीकृति

मैं भारत के राष्ट्रपति की ओर से तथा उनके लिए रू0.....(रूपया.....  
.....की राशि के लिए उपर्युक्त  
निविदा(अधोलिखित पत्रों के अनुसार परिवर्तित) स्वीकार करता हूँ।  
नीचे दिए गए पत्रा इस ठेका करार का हिस्ता होंगे।

- (क) निविदा आमंत्रण सुचना
- (ख) निविदा संख्या एवं दिनांक
- (ग) हस्ताक्षर युक्त खण्डवार करार (निहित शर्त एवं निबंधन)
- (घ) अनुसूची 'क' और 'च'

भारत के राष्ट्रपति की ओर से तथा उनके लिए  
हस्ताक्षर.....  
तारीख..... पदनाम.....

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**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 :-

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## **GENERAL RULES AND DIRECTIONS**

- 1) In the Item Rate tenders, only rates quoted shall be considered. Any tender containing percentage below/above the rates quoted is liable to be rejected. Rates quoted by the contractor in item rate tender in figures and words shall be accurately filled in so that there is no discrepancy in the rates written in figures and words. However, if a discrepancy is found, the rates which correspond with the amount worked out by the contractor shall unless otherwise provided be taken as correct. If the amount of item is not worked out by the contractor or it does not correspond with the rates written either in figures or in words, then the rates quoted by the contractor in words shall be taken as correct. Where the rates quoted by the contractor in figures and in words tally but the amount is not worked out correctly, the rates quoted by the contractor will unless otherwise provided be taken as correct and not the amount.
- 2) Sales-tax, purchase tax, turnover tax or any other tax on materials in respect of this contract shall be payable by the contractor and Government will not entertain any claim whatsoever in respect of the same.
- 3) Income tax as per Government rules will be deducted from each bills to be paid to the contractor.
- 4) The contractor must quote the IT PAN and tax registration number correctly in the tender form.
- 5) After completion of works, pre receipted bill in triplicate must be sent in this office. Amount must be written in figures as well as in words in the bill. Payment will be made through crossed cheque of SBI, Varanasi.
- 6) 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.
- 7) The contractor shall make his own arrangements for obtaining electricity if required and make necessary payments directly to the department concerned.
- 8) 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.
- 9) 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.
- 10) (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.

- 11) 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.
- 12) 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.

**13) 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.

- 14) 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.
- 15) The contractor shall bear all incidental charges for carriage, storage, and safe custody of the materials.

- 16) (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 2007 (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.

**17) 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.

**18) 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 to 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.

- 19) 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.

- 20) 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 siliceous 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 of 22.90 cm X 11.40 cm X 7.0 cm nominal size as mentioned in CPWD specification, 1996 with up to 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 there 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, and 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 veranda, 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 up to date correction slips and specification of works.
- 4.3 Contractor must use the standard Design Mix for R.C.C. Work.

### 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 confirm to BIS. 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 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.

## **8. Water Supply & Sanitary Installation :-**

3.1 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.

3.2 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). Each go down shall be provided with a single door with two locks. The keys of one lock 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 go down 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 these 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 up to 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 up to 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 approved 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 /PPC shall be allowed to be used.
- 12.10 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.
- 12.11 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 up to 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 amount of loss and / or damage and / or cost incurred by the Govt, 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 / 43 grade /53 grade Ordinary Portland Cement(OPC) or Portland Pozzalana Cement (PPC) as per BIS as required in the work, from reputed manufacturers of cement, having a production-capacity of one million tonnes per annum or more, such as A.C.C., L&T, J.P. Riwa, Vikram, Shri Cement, Birla,JK 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 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 godown. The contractor shall facilitate the inspection of the cement godown by the Engineer-in-charge at any time.
  - 5.3 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.
  - 5.4 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.
  - 5.5 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 as per quantity given in the schedule of quantities.
- 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.

## 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 up to 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 award 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 is at liberty to forfeit the earnest money absolutely.
- (III) The Performance Guarantee shall be initially valid up to 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).

4. 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 there under and the contractor(s) shall have no claim against us for making such payment.

5. 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.

6. 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.
  
7. This guarantee will not be discharged due to the change in the Constitution of the Bank or the contractor(s).
  
8. We ..... (Indicate the name of Bank) lastly undertake not to revoke this guarantee except with the previous consent of the Govt. in writing.
  
9. This guarantee shall be valid up to ..... 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 there from, 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:** Note 1 & 2 above shall be applicable for both Clause 1 & 1A.

## SCHEDULES

**SCHEDULE 'A'** : Schedule of quantities (enclosed):- **Page 32**

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

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

**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
<b>Nil</b>			

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

Additional conditions of contract and specifications at pages **18 to 25**

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

**CLAUSE 10 C.C:- NIL**

**SCHEDULE 'F'** : Reference to General Conditions of Contract

**NAME OF WORK:** **Carrying out cross sectional survey works at approx. 10 km. apart along the river GANGA from Chunar to Buxar for Morphological Studies purposes.**

**Estimated cost of work** : **Rs.1,05,100/-**  
**Earnest Money** : **Rs2100/-**  
**Performance Guarantee** : **5% of the tendered value**  
**Security Deposit** : **5% of tendered value**

<b>General Rules &amp; Directions :</b>	
Officer Inviting Tender :	: Executive Engineer, Middle Ganga Division -3, Central Water Commission, Varanasi
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	: <u>As per rules</u>
<b>Definitions :</b>	
2 (i) Engineer-in-Charge	: Executive Engineer, Middle Ganga Division -3, Central Water Commission, Varanasi
2 (vii) Accepting Authority	: Executive Engineer, Middle Ganga Division -3, Central Water Commission, Varanasi
2 (x) Percentage on cost of materials and labour to cover all overheads and profits.	: 15%
<b>2 (xi) Standard Schedule of Rates</b>	: <b>DSR, 2007 with up to date correction.</b>
2 (xii) Department	: Central Water Commission

<b>Clause 1</b>	Time allowed for submission of Performance Guarantee from the date of issue of letter of acceptance, in days	15 days	
	Maximum allowable extension beyond the period provided above in days	7 days	
<b>Clause 2</b>	Authority for fixing compensation Under Clause 2.	Executive Engineer, Middle Ganga Division -3, Central Water Commission, Varanasi	
<b>Clause 5</b>			
<b>MILE STONE</b>			
Sl. No.	Financial Progress	Time allowed (from date of start)	Amount to be with-held in case of non-achievement of milestone.
1	1/8 <sup>th</sup> (of the whole work)	1/4 <sup>th</sup> (of the whole work)	In the event of not achieving the necessary progress as assessed from the running payments, 1% of the tendered value of work will be withheld for failure of each milestone.
2	3/8 <sup>th</sup> (of the whole work)	1/2 <sup>th</sup> (of the whole work)	
3	3/4 <sup>th</sup> (of the whole work)	3/4 <sup>th</sup> (of the whole work)	
4	Full	Full	
<b>Time allowed for execution of work.</b>		<b>90 days</b>	
Authority to give fair and reasonable extension of time for completion of work.		Executive Engineer, Middle Ganga Division -3, Central Water Commission, Varanasi	
<b>Clause 7</b>	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	
<b>Clause 11</b>	Specifications to be followed for execution of work	CPWD specifications 1996, Vol.-I & Vol.VI with Upton date correction slips.	
<b>Clause 12</b>			
12.2 & 12.3 :	Deviation limit beyond which Clause 12.2% & 12.3 shall apply for building work.	As per prevailing rules	
12.5 :	Deviation Limit beyond which Clauses 12.2 & 12.3 shall apply for foundation work.	As per prevailing rules	

### Schedule - 'A'

**NAME OF WORK: Carrying out cross sectional survey works at approx. 10 km. apart along the river GANGA from Chunar to Buxar for Morphological Studies purposes.**

S. No.	Detail of Works	Quantity	Rate		Unit	Amount (Rs.)
			In Figures	In words		
1	Providing three local labours for cross sectional survey works of the river Ganga from Chunar to Buxar for two months (25 days in a month)	<b>150</b>			<b>Day / Labour</b>	
2	Providing light motor vehicle with driver and fuel for survey party from Chunar to Buxar reach of Ganga from 7 AM to 7 PM every day approx. 25 Km travel distance per day for 60 days	<b>50</b>			<b>Day</b>	

We agree to execute the above works in accordance with the technical specifications and terms and conditions mentioned in this tender documents for a total contract price of Rs.....(Rupees.....) within the period specified in the invitation for tender.

Address :

Occupation :

Postal Address