

**BID DOCUMENT  
FOR**

**RENOVATION OF ENTRANCE OF LIBRARY  
AT  
PEC UNIVERSITY OF TECHNOLOGY,  
SECTOR 12, CHANDIGARH**

Last Date of Submission:	18.01.2017 at 3:00 p.m.
Opening of Tender:	18.01.2017 at 3:30 p.m.
Estimated Cost:	Rs. 5,71,339/-
EMD:	Rs. 11,427/-
Time	02 Months

## INDEX

Name of Work: -           **RENOVAITON OF ENTRANCE OF LIBRARY AT PEC UNIVERSITY OF TECHNOLOGY**

S.NO	DESCRIPTION	SHEET
1.	Section-I – Checklist, for Contractors, CPWD-6,	
2.	Section-II – CPWD Form 7, Schedule ‘A’ to ‘F’	
3.	Section-III- Amended /Changes in Clauses of the General Conditions of the Contract of CPWD Works 2014	
4.	Section-IV – Special Conditions.	
5.	Section-V – Particular Specifications	
6.	Section-VI – Annexure.	
7.	Section-VII – Schedule of Quantities	

# SECTION – I

## Check List, CPWD-6 **Project Summary.**

## **CHECK LIST FOR CONTRACTORS FOR SUBMISSION OF TENDERS**

1. TENDER TO BE WITNESSED AT **SHEET NO II- 2** OF TENDER DOCUMENTS.
2. THE TENDER / TENDERS CONTAINING CONDITIONS CONTRARY TO THOSE SPECIFIED IN THIS DOCUMENT SHALL BE SUMMARILY REJECTED.
3. IN SCHEDULE - 'A' APPENDED TO THE TENDER DOCUMENTS, THE RATES MUST BE FILLED BOTH IN WORDS AND FIGURES. THE AMOUNT SHOULD BE WORKED OUT FOR INDIVIDUAL ITEMS AND TOTALLING DONE.
4. THE CONTRACTOR(S) SHALL QUOTE THE RATES KEEPING IN MIND, GENERAL CONDITIONS OF CPWD WORKS-2014 AS AMENDED FROM TIME TO TIME, SPECIAL CONDITIONS AND PARTICULAR SPECIFICATIONS ETC.
5. IT MAY BE NOTED THAT THE 10 CC CLAUSE IS ONLY APPLICABLE IF THE TIME LIMIT OF THE WORK IS MORE THAN 18 MONTHS.
6. CRITERIA FOR ENGAGEMENT OF SPECIALIZED AGENCIES HAVE BEEN LAID AT SHEET **IV 13**, WHICH MAY BE NOTED.
7. THE CONTRACTOR/ AGENCY SHALL QUOTE THE RATE KEEPING IN VIEW THAT THEY HAVE TO GIVE AN UNDERTAKING BEFORE AWARD OF WORK THAT **“THEY WILL INSTALL/ ARRANGE FIELD TESTING INSTRUMENTS, ESSENTIAL T&P AS PER SHEET NO. VI- 8 & 9”**.
8. THE CONTRACTOR(S) SHALL QUOTE THE RATE OF TMT REINFORCEMENT BARS KEEPING IN MIND RATES OF PRIMARY PRODUCERS ONLY AND CLAUSE 10CA WILL BE APPLICABLE ACCORDINGLY.

**CHECK LIST TO ACOMPANY THE 'ELIGIBILITY DOCUMENTS**

<b>S.N</b>	<b>Description</b>	
1.	Whether the Earnest Money of Rs. 11,427/- as per the Press Notice has been attached?	Yes / No
2.	Whether definite proof from appropriate authority of having completed satisfactorily three similar works each of value not less than Rs. 2,28,536/- or two similar works each of value not less than Rs.3,42,803/- or one similar work of value not less than Rs.4,57,071/- during the last three years. has been attached?	Yes / No
3.	Whether definite proof of one work of any nature (either part of (3) above or a separate one) costing not less than Rs. 5,71,339/- with some 'Central/ State Govt'./ 'Central/ State Autonomous Body'/ 'Central/State Public Sector Undertaking'/ City Development Authority/ Municipal Corporation of City formed under any Act by Central/ State Government and published in Central/State Gazette has been attached?	Yes / No
4.	Whether definite proof of having an <b>average annual financial turnover</b> of Rs. 5,71,339/- on construction works during the last three years ending 31 <sup>st</sup> March, 2016 has been attached?	Yes / No
5.	Whether the Solvency of Rs. 2,28,536/- has been (i) Certified by the Bank? (ii) The date of issue of the Solvency Certificate is not more than 6 months prior to the stipulated date of submission of application?	Yes / No Yes / No
6.	Whether the Letter of Transmittal has been submitted?	Yes / No
7.	Whether the Form 'A' of <b>Financial Information</b> along with the details of profit/loss incurred during the last five years has been submitted?	Yes / No
8.	Whether the Form 'B' of <b>Solvency Certificate / Bankers Certificate</b> has been submitted?	Yes / No
9.	Whether the Form 'C' – <b>Details of works completed during last 3 years</b> has been submitted?	Yes / No
10.	Whether the Form 'E 1' – <b>Performance Report</b> of works referred to in Form-C has been submitted?	Yes / No
11.	Whether the Affidavit regarding <b>Non pendency of any criminal proceedings, submission of authentic and valid documents and non execution of eligible similar works on back to back basis</b> has been submitted?	Yes / No
12.	Whether the Power of Attorney by applicant in case of Non Consortium members has been submitted?	Yes / No
13.	Whether all the statements, documents, certificates for owning responsibility for their correctness/authenticity have been signed?	Yes / No
14.	Whether the Scanned copies of self attested documents related to E.M.D. and other eligibility documents have been uploaded along with the Bid ?	Yes / No
15.	Whether all the statements, documents, certificates, uploaded owning responsibility for their correctness/ authenticity have been signed.?	Yes / No
16.	Whether the certificate of registration of Sale Tax/VAT & Service Tax & acknowledgement of returns filed up to date have been submitted/uploaded?	Yes/ No

# PEC UNIVERSITY OF TECHNOLOGY, SECTOR-12, CHANDIGARH

## NOTICE INVITING E- TENDER

1.	The University Engineer PEC University of Technology Chandigarh on behalf of Director PEC University of Technology invites E-Tender from enlisted agencies of Chandigarh Administration, M.C. Chandigarh, CPWD, State PWDs of Haryana/Punjab/Himachal and their board and corporations which shall be uploaded and received on <a href="http://etenders.chd.nic.in">http://etenders.chd.nic.in</a> or <a href="http://www.pec.ac.in">www.pec.ac.in</a> <b>NAME OF WORK:- Renovation of Entrance of Library at PEC University of Technology, Sector-12, Chandigarh</b>	
1.1	The work is estimated to Cost Rs. 5,71,339/-. This estimated cost mentioned hereunder is merely indicative and is for the general guidance/ knowledge of the applicants only. The breakup of said estimated cost of work is as under:-	
	(a) Civil Component	: Rs. 4,41,384/-
	(b) Electrical Component	: Rs. 1,29,955/-
	Total	: <b>Rs. 5,71,339/-</b>
1.2	Bidders who fulfill the following requirements shall only be eligible to apply.	
	a.	Should have satisfactorily completed during the last 3 Years.
	i)	Three similar works each costing not less than Rs. 2,28,536/- or two similar works each costing not less than Rs. 3,42,803/- or one similar work costing not less than Rs.4,57,071/-.
	And	
	ii)	One work of any nature (either part of (i) above or a separate one) costing not less than Rs. 3,42,803/- with some 'Central/ State Govt./'Central/ State Autonomous Body'/ 'Central/State Public Sector Undertaking'/City Development Authority/ Municipal Corporation of City formed under any Act by Central/ State Government and published in Central/State Gazette .
	b.	Should have had average annual financial turnover of Rs. 5,71,339/- on construction works during the last three years ending 31 <sup>st</sup> March, 2015.
	c.	Should not have incurred any loss in more than two years during the last five years ending 31 <sup>st</sup> March, 2016.
	d.	Should have a Solvency of Rs. 2,28,536/-
1.2.1	<b>To become eligible, for e- tendering, the tenderer shall have to furnish an affidavit as under :-</b>	
(i)	I/We undertake and confirm that eligible similar works(s) has/have not been got executed through another contractor on back to back basis. Further that, if such a violation comes to the notice of Department, then I/we shall be debarred for tendering in PEC UNIVERSITY OF TECHNOLOGY, CHANDIGARH in future forever. Also, if such a violation comes to the notice of Department before date of start of work, the University Engineer shall be free to forfeit the entire amount of Earnest Money deposit. (Scanned copy to be uploaded at the time of submission of bid)	
(ii)	The undersigned hereby certify that there are no criminal proceedings pending/ ongoing in any court of law regarding any construction project executed by me/us.	
	<b>Note</b>	<b>All the documents shall be duly attested &amp; counter signed by the agencies's</b>

2.	Agreement shall be drawn with the successful Tenderer on the prescribed Format. Tenderers shall quote their rates as per various terms and conditions of the said form which will form part of the agreement. However the definitions contained therein with regard to CPWD Department and other designated authorities may be read as under:-	
	<b>As per General Conditions of Contract for PEC</b>	<b>To be read as</b>
	PEC University of Technology, Chandigarh	PEC University of Technology, Chandigarh
	Director, PEC	Director, PEC
	Administration	PEC University of Technology, Chandigarh
	U.E.	University Engineer
3.	The time allowed for carrying out the work will be 02 <b>Months</b> from the date of start as defined in Schedule 'F' of Financial Bid in Part-III of this document or from the first day of handing over of the site, whichever is later in accordance with the phasing, if any, indicated in the Tender Document. In case of non-handing over of any part of site, the extension in time limit for the proportional delay shall be allowed as per the agreement.	
4.	The site for the work is available.	
5.	i)	Bid document consisting of plans, specifications, the schedule of quantities of the various classes of work to be done and the set of terms and conditions of the contract to be complied with by the Contractor whose bid may be accepted and other necessary documents can be seen in the office of the University Engineer, PEC University of Technology between 10.00 AM & 4.00 PM every day except on Saturdays, Sundays and Public Holidays.
	ii)	Bid document excluding 'General Condition of Contract for Central PWD Works' (available in market for sale) for this work, can be downloaded from e-tendering website of UT Administration <a href="http://etenders.chd.nic.in">http://etenders.chd.nic.in</a> and <a href="http://www.pec.ac.in">www.pec.ac.in</a> . Bid document shall not be available on said website after the stipulated date & time for downloading.
	iii)	Tender shall be accompanied with Earnest money of <b>Rs. 11,427/-</b> having validity for 03 months or more in shape of demand draft/ Bankers Cheque payable at Chandigarh of scheduled bank issued in favour of Director, PEC University of Technology, Chandigarh shall be placed in <b>Envelope 'A'</b>
6.	(a) Downloading and submission of Tender including Financial Bid will be done by <b>e-Procurement process</b> through the web site of PEC to be indicated in the <b>Press Notice</b> . However, for general information, the <b>Tender Document</b> can also be seen & downloaded from the Government of India Portal for tenders i.e. <a href="http://etenders.chd.nic.in">http://etenders.chd.nic.in</a> and <a href="http://www.pec.ac.in">www.pec.ac.in</a> . The agency shall upload Scanned copy of documents (duly <b>attested and counter signed</b> by agency) related to Earnest Money Deposit and 'Eligibility Documents'.	
	(b) Hard copies of Earnest money and 'Eligibility Documents' are also to be submitted in duly labeled 'Name of Work', 'Name of Agency' and last date of submission of tender, in sealed <b>Envelop 'A'</b> and <b>Envelop 'B'</b> respectively and shall be submitted together in another sealed <b>Envelop 'C'</b> labeled with 'Name of Work', 'Name of Agency' and last date of submission of tender by the lowest bidder after opening of financial bid. Earnest Money in the form of Demand Draft or Banker's Cheque (drawn in favour of Director, PEC University of Technology, Chandigarh, payable at Chd) shall be scanned and uploaded to the e-tending website within the period of bid submission. The physical EMD of the scanned copy of EMD uploaded shall be deposited by the lowest tenderer within a week after opening of financial bid failing which the tender shall be rejected and enlistment of the agency shall be withdrawn by the enlisting authority. Further the following undertaking in this regard shall also be uploaded by the intending bidders:- "The Physical EMD shall be deposited by me/us with the U.E PEC University of Technology, Chd. Calling the tender, in case I/We become the lowest tenderer within a week of the opening of financial bid otherwise department may reject the tender and also	

	take action to withdraw my/our enlistment.
	The department reserves the right to reject any or all the prospective applications without assigning any reason and/or to restrict the list of qualified contractors to any number as deemed suitable by it, if too many bids satisfying the laid down criteria have been received.
7.	The contractor whose tender is accepted will be required to furnish performance guarantee of an amount equal to 5.00% (Five point Zero percent) of the tendered amount within the period specified in Schedule F. This guarantee shall be in the form of fixed deposit receipts or guarantee bounds of any scheduled bank or State Bank of India in accordance with the prescribed format. In case the contractors fails to deposit the said performance guarantee within the period as indicated in Schedule 'F', including the extended period if any, the Earnest Money deposited by the contractor shall be forfeited automatically without any notice to the contractor.
8.	Copies of other drawings and documents pertaining to the works will be open for inspection by the Tenderers at the office of the U.E., PEC Tenderers are also advised to carefully 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 as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. A tenderer shall be deemed to have full knowledge of the site whether he inspects it or not. PEC University of Technology will not accept any liability arising later on consequent to any misunderstanding or otherwise on the part of the tenderer. The tenderer shall be responsible for arranging and maintaining, at his own cost all materials, tools & plants, water, electricity access, facilities for workers and all other services required for execution of the work unless otherwise specifically provided for in the contract document. 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. if any are issued to him by the PEC University of Technology and local conditions and other factors having a bearing on the execution of the work.
9.	The competent authority on behalf of Director, PEC does not bind itself to accept the lowest or any other tender and reserves to itself the authority to reject any or all the tenders received without assigning any reason. <b>All tenders in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the tenderer, the same shall be summarily rejected.</b>
10.	Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable for rejection.
11.	The competent authority on behalf of the Director, PEC reserves with 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 inform if his near relative is posted in any capacity in the PEC, University of Technology.
13.	No employee of PEC is allowed to work as a contractor for a period of two years after his retirement from Govt. Service, without the previous permission of the PEC University of Technology 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 PEC University of Technology. As aforesaid before submission of the tender or engagement in the contractor's services.
14.	The tender for the works shall remain open for acceptance for a period of ninety (90) days from the date of opening of technical bid. If any tenderer withdraws his tender before the said period or issue of letter of acceptance, whichever is earlier or makes any modifications in the terms and conditions of the tender which are not acceptable to <b>the department, then the Competent authority shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said Earnest Money as aforesaid and to forfeit the whole of the Earnest Money if the tenderer fails to submit the</b>



	<b>Performance Guarantee in the prescribed time after issue of letter of acceptance. Further the tenderer shall not be allowed to participate in the re-tendering process of the work.</b>	
15.	This ' <b>Bid Document</b> ' shall form a part of the contract document. The successful tenderer /Bidder/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:	
	a)	The Press Notice, 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.
	b)	General Conditions of contract for Central PWD works 2014, tender form of CPWD 7 as amended from time to time.
16.	For Composite Tenders:	
	16.1.1.	The University Engineer in charge of the major component of the work will call tenders for the composite work. The Earnest Money will be fixed with respect to the combined estimated cost put to tender for the composite tender.
	16.1.2	The tender document will include following three components: <b>Part A:-</b> CPWD form-6, CPWD form-7 including schedule A to F for major component of the work, standard General Conditions of Contract for CPWD 2010 or latest addition as applicable with all amendments/modifications. <b>Part B: -</b> General/specific conditions, specifications and schedule of quantities applicable to major component of the work. <b>Part C:-</b> Schedule A to F for minor component of the work, (U.E in charge of major component shall also be competent authority under clause 2 and clause 5 as mentioned in schedule A to F for major components) General/specific conditions, specifications and schedule of quantities applicable to minor component(s) of the work.
	16.1.3	The tenderer must associate himself with agencies of the appropriate class eligible to tender for the minor components individually
	16.1.4	The eligible tenderers for major component will quote rates for various items of minor components of work also. It will be obligatory on the part of the tenderer to sign the tender document for all the components (The schedule of quantities, conditions and special conditions etc.)
	16.1.5	After acceptance of the bid by competent authority, the UE of the work shall issue letter of award on behalf of the Director, PEC.
	16.1.6	Entire work under the scope of composite tender including major and all minor components shall be executed under one agreement.
	16.1.7	The Composite work shall be treated as complete when all the components of the work are complete. The completion certificate of the composite work shall be recorded by Engineer-In-Charge of major component after record of completion certificate of all other components.
	16.1.8	Final bill of whole work shall be finalized and paid by the UE of major component.
17.	In case any discrepancy is noticed between the documents as uploaded at the time of submission of the bid online and hard copies as submitted physically in the office of University Engineer, then the bid submitted shall become invalid and the PEC Authority shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid. Further the tenderer shall not be allowed to participate in the re-tendering process of the work.	
18.	Any incorrectness / deviation if noticed in the documents submitted by the agency, the same shall be viewed seriously and apart from cancellation of the work / tender, forfeiture of EMD.	
19.	The tenderer is liable to be blacklisted and the EMD forfeited if he has been found to have misled or has furnished false information in the forms / statements / certificates submitted by him as proof in support of qualification requirements or record of performance such as abandoning of work not properly completed in earlier contracts,	

	inordinate delays in completion of the works etc. etc.
20.	Any contractor offering lower rates after the opening of tenders shall be liable to be blacklisted.
21.	All disputes concerning in any way with this work are subject to Chandigarh jurisdiction only.
22.	Before the last date for submission of Tenders, the Tender Inviting Officer may modify any of the Contents of the Tender Notice, Tender documents by issuing amendment / Addendum.
23.	Any addendum/amendments issued by the Tender Inviting Officer shall be part of the Tender Document.
24.	To give prospective Tenderer reasonable time to take an addendum into account in preparing their bids, the Tender Inviting Officer may extend if necessary, the last date for submission of tenders.
25.	The University Engineer will evaluate whether each Tenderer is satisfying the eligibility criteria prescribed in the tender document and declares them as a qualified Tenderer and selected for next stage of opening of Price Bid.
26.	If the technical bid of a Bidder is not satisfying any of the eligibility criteria it will be rejected by the University Engineer.
27.	If any alteration is made by the Bidder in the Bid documents, the conditions of the contract, the drawings, specifications or statements / formats or quantities the tender will be rejected.
28.	Bidder shall be scrutinized in accordance with the conditions stipulated in the Tender document. In case of any discrepancy of non-adherence Conditions the Tender accepting authority shall communicate the same which will be binding both on the tender Opening authority and the tenderer. In case of any ambiguity, the decision taken by the Tender Accepting Authority on tenders shall be final.
29.	The University Engineer will evaluate and compare the price bids of all the qualified Tenderer.
30.	The Bidder is advised to attach any additional information, which he thinks to be necessary in regard to his capabilities. No further information will be entertained after submission of application unless it is called for by the PEC Authority, U.T., Chandigarh. The PEC University of Technology, Chandigarh reserves the right to call for additional information & clarification of information submitted by the Tenderer.
31.	The cost incurred by the Bidder in preparing this application, in providing clarifications or attending discussions/ conferences in connection with this document shall be borne by the Tenderer and the PEC University of Technology, Chandigarh in no case will be responsible or liable for these costs, regardless of the conduct or out come of the process.
32.	While execution of the work, if found that the contractor had produced false/ fake certificates of experience he will be black listed and the contract will be terminated
33.	The PEC Authorities reserves the right to reject any prospective application without assigning any reason.

SECTION – II  
CPWD-6 Form 7, Schedule 'A' to 'E'

**PEC UNIVERSITY OF TECHNOLOGY  
SECTOR -12 CHANDIGARH**

**STATE:** UT Authority: PEC

**BRANCH:** ESTATE OFFICE ,  
UNIVERSITY ENGINEER PEC UNIVERSITY  
OF TECHNOLOGY , CHANDIGARH

**ZONE;** CHANDIGARH

**ITEM RATE TENDER & CONTRACT FOR WORKS**

Tender for the work of : **RENOVATION OF ENTRANCE OF LIBRARY AT PEC  
UNIVERSITY OF TECHNOLOGY (CIVIL & ELECTRICAL WORKS )**

(A)

to be submitted by **3.00 p.m. on 18.01.17** to Registrar PEC University of Technology  
Sector 12 Chandigarh

to be opened in presence of tenderers who may be present at **3.30 p.m. on 18.01.17** in the  
office of Registrar, PEC University of Technology Sector 12 , Chandigarh.

i)

Issued to:- .....

Signature of officer issuing the documents.....

Designation:- Registrar, PEC University of Technology Sector 12 , Chandigarh.

ii)

iii) Date of issue:- .....

**TENDERER**

I/We have read and examined the Notice Inviting Tender, Schedule A, B, C, D, E & F, Specifications applicable, Drawings & 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 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.

**CPWD FORM NO. 7**

We agree to keep the tender open for (90) Ninety days from the date of opening of tender/ ninety days from date of opening of financial bid and not to make any modifications in its terms and conditions.

A sum of **11,427 /-** is hereby forwarded has been deposited in Demand Draft of a any Scheduled Bank payable at Chandigarh and **(5% of the tender amount)** in Guarantee Bond of Scheduled Bank or State Bank of India as Earnest Money. If I/we fail to furnish the prescribed Performance Guarantee within prescribed period, I/we agree that the said President of India or his successor 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 the 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, upto maximum of the percentage mentioned in 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 and 12.5 of the tender form. **Further, I/We agree that in case of forfeiture of earnest money or both Earnest Money & Performance Guarantee as aforesaid, I/We shall be debarred for participation in the re-tendering process 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 other than a person to whom I/we am/are may authorized to communicate the same or use the information in any manner prejudicial to the safety of the State.

Dated .....	}	Signature of Contractor	}
.....		Postal Address: -	
Witness: - .....	}		}
.....			
Address: - .....			
Occupation: - .....		Telephone No.	
		Fax:-	
		E-Mail:	

## 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.

For & on behalf of the Director PEC  
University of Technology.

- i) .....
- ii) .....
- iii) .....
- iv) .....

Signature .....

University Engineer  
(PEC University of Technology)

- |                               |   |              |
|-------------------------------|---|--------------|
| 1. Special Conditions         | - | Section – IV |
| 2. Particular Specifications. | - | Section – V  |
| 3. Annexure                   | - | Section – VI |

**SCHEDULE ‘A’**

Schedule of quantities - As per **Section – VII**  
 In case of composite tender

Description of item	Quantity			
	Civil Work	P.H. Work	Electrical work	Total
a) DSR Items	2,62,006/-		29,759/-	2,91,765/-
b) N.S. Items	1,79,378/-		1,00,196/-	2,79,574/-

**SCHEDULE ‘B’**

Schedule of materials to be issued to the contractor.

S.No.	Description of item.	Quantity.	Rate in figures & words at which the material will be charged to the contractor	Place of issue
(1)	(2)	(3)	(4)	(5)
<b>Nil</b>				

**SCHEDULE ‘C’**

Tools and plants to be hired to the contractor

S.NO.	DESCRIPTION.	HIRE CHARGES PER DAY	PLACE OF ISSUE
<b>- NIL -</b>			

**SCHEDULE ‘D’**

Extra schedule for specific requirements/ documents for the work, if any.

- |  |   |               |
|--|---|---------------|
| 4. Amendments/ Changes in Clauses of the General Conditions of Contract to CPWD Works - 2014 | - | Section – III |
| 5. Special Conditions  | - | Section – IV  |
| 6. Particular Specifications.  | - | Section – V   |
| 7. Annexure  | - | Section – VI  |
| 8. Schedule of Quantities  | - | Section - VII |

## SCHEDULE 'F':-

Reference to General Conditions of Contract. \_\_\_\_\_

### 1.1 Name of Work: **RENOVATION OF ENTRANCE OF LIBRARY AT PEC UNIVERSITY OF TECHNOLOGY**

- 1.2 Estimated Cost of work: - **Rs. 5, 71, 339 /-**
- 1.3 Earnest Money: - **Rs. 11,427/- i.e 2% of DNIT amount.**
- 1.4 Performance Guarantee- 5.00% of tendered value
- 1.5 Security Deposit 5.00% of tendered value
- 1.6 Time Allowed **02 Months**

1.7 The following expressions shall unless the context otherwise require have the meanings hereby specifically assigned to them.

- 1.7.1 University Engineer (PEC University of Technology)  
Or Successor thereof
- 1.7.2 Registrar (PEC University of Technology)  
Or Successor thereof
- 1.7.3 Director (PEC University of Technology)  
Or Successor thereof

Or Successor thereof

- 1.7.4 Delhi Schedule of Rates (DSR) DSR-2014 with correction/amendments latest up-to date
- 1.7.5 CPWD Specifications CPWD Specifications 2014 latest up-to-date

### General Rules & Directions:-

Officer Inviting Tender: - University Engineer

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 & 12.5 As per clause 12 ( Detail given below)

### Definitions:-

- 2(v) Engineer-In-Charge
- 2(viii) Accepting Authority Director (PEC University of Technology)
- 2(x) Percentage on cost of materials and labour to cover all overheads and profits 15% (Fifteen Percent)



2(xi) Standard Schedule of Rates Delhi Schedule of Rates 2014

2(xii) Department .PEC University of Technology

8.1 The order of preference: - In the case of discrepancy between the Schedule of Quantities, the Specifications and/ or the Drawings, the following order of preference shall be observed:-

- |       |  |
|-------|--|
| (i)   | Nomenclature of item as per Schedule of Quantities |
| (ii)  | Special Conditions.                                |
| (iii) | Particular Specifications.                         |
| (iv)  | CPWD Specifications.                               |
| (v)   | Architectural Drawings.                            |
| (vi)  | Indian Standard Specifications of B.I.S.           |

9(ii) Standard CPWD Contract Form with amendments as per CPWD Form 7 as modified and corrected upto 28.01.2009

**Section-III.**

**Clause-1:-**

(i) Time allowed for submission of performance guarantee after date of issue of letter of acceptance **15 days**

(ii) Maximum allowable extension with late fee @ 0.1% per day of the Performance Guarantee beyond the period as provided in (i) above. **1-15 days**

**Clause-2:-** I. Authority for fixing compensation under clause-2. **University Engineer (PEC University)**

II. Whether clause-2A shall be applicable. **N.A.**

**Clause-5:-** Time allowed for execution of work. **Refer Para 1.6 Sheet No.II-4**  
Authority to give fair and **University Engineer (PEC University)**

**Clause-6, 6A:-** **6. (For works upto Rs.150 lacs.)**  
Clause applicable- (6 or 6A):- **6A (For works more than Rs.150.00 lacs.)**

**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 **Refer Para (B) Table of Milestones at Sheet No.VI- 15**

**Clause-10A:-** List of testing equipment to be provided by the contractor at site lab. **N.A.**

**Clause-10-B (i).** Whether clause 10-B (i) shall be Applicable **NO**

<b>Clause-10-B (ii).</b> Whether clause 10-B (ii) shall be applicable	Yes (For works costing above 500 lacs.) NIL
<b>Clause-10-CC:-</b> Clause 10CC to be applicable in contracts with stipulated period of completion exceeding the period.	
<b>Clause-11:-</b> Specifications to be followed for execution of work	C.P.W.D. Specifications
<b>Clause-12:-</b> Type of Work	Renovation of old Building
Clause-12(a) Accord sanction of substituted items.	Appropriate clause of CPWD Works Manual 2014 with latest amendment.
Clause 12(b) Accord sanction of extra items.	-do-
12.2 & 12.3 Deviation limit beyond which clause 12.2 & 12.3 shall apply for building work	Any qty increased/decreased shall be carried out by the contractual agency at contractual rate.
12.5 Deviation limit beyond which clause 12.2 & 12.3 shall apply for foundation works	Any qty increased/decreased shall be carried out by the contractual agency at contractual rate.
<b>Clause-16:-</b> Competent Authority for deciding reduced rates.	As per appropriate clause of CPWD Works Manual 2014. (University Engineer with prior approval from Director PEC University of Technology)
<b>Clause-18:-</b> List of mandatory machinery tools & Plants to be deployed by the Contractor at site	N.A.
<b>Clause-42:-</b>	
i) a) Schedule / Statement for determining theoretical quantity of cement & bitumen	Delhi Schedule of Rates 2014.
ii) Variations permissible on theoretical quantities.	
a) (i) Cement for works with estimated cost put to tender for more than Rs. 5 Lacs.	2% plus / minus.
(ii) -do- Less than 5 lacs.	3% plus/minus.
b) Steel Reinforcement and structure steel sections for each diameter, section and category.	2% plus / minus.
c) All other materials.	Nil.
d) Bitumen for all work.	0.3% plus / minus

## RECOVERY RATES FOR QUANTITIES BEYOND PERMISSIBLE VARIATION

S.No.	Description of item	Rates in figures and words at which recovery shall be made from the contractor	
		Excess beyond Permissible Variation	Less use from the permissible variation
1.	Cement	As per CPWD work Manual	As per CPWD work Manual
2.	Steel		

## SECTION – III

Amendments in Clauses of the General  
Conditions of Contract to CPWD Works – 2014 with latest  
modification upto date as applicable in this work conditions of  
contract as also detailed in Schedule “F”.

**S/CHANGES IN CLAUSES OF THE GENERAL CONDITIONS OF CONTRACT  
TO CPWD WORKS – 2014**

<u>Clause</u>		<u>Existing</u>	<u>Amendment</u>
<b>GCC 2008</b>		We agree to keep the tender open for <b>sixty (60)</b> days from the due date of its opening and not to make any modifications in its terms and conditions.	We agree to keep the tender open for <b>ninety (90)</b> days from the due date of its opening/ <b>ninety days from the date of opening of financial bid</b> and not to make any modifications in its terms and conditions.
<b>GCC 2008</b> (General Rules & Directions)		Sales-tax/VAT, purchase tax, turnover tax or any other tax on material in respect of this contract shall be payable by the Contractor and Government will not entertain any claim whatsoever in respect of the same.	Sales-tax/VAT, <b>(except service tax)</b> purchase tax, turnover tax or any other tax on material in respect of this contract shall be payable by the Contractor and Government will not entertain any claim whatsoever in respect of the same. <b>However, in respect of service tax, same shall be paid by the contractor to the concerned department on demand and it will be reimbursed to him by the Engineer-in-Charge after satisfying that it has been actually and genuinely paid by the contractor.</b>
<b>GCC 2008</b> General Conditions of contract-definitions, Item 2			(xv) Date of commencement of work- The date of commencement of work shall be the date of start as specified in Schedule F or the 1 <sup>st</sup> date of handing over of the site, whichever is later, in accordance with the phasing if any, as indicated in the tender document.
<b>GCC 2008</b> <b>Clause 1 A</b>		The security deposit as deducted above can be released against bank guarantee issued by a scheduled bank, on its accumulations to a minimum of Rs. 5 lakh subject to the condition that amount of such bank guarantee, except last one, shall not be less than Rs. 5 lakh.	The security deposit as deducted above can be released against bank guarantee issued by a scheduled bank, on its accumulations to a minimum of Rs. 5 lakh subject to the condition that amount of such bank guarantee, except last one, shall not be less than Rs. 5 lakh. <b>Provided further that the validity of bank guarantee including the one given against the earnest money shall be in conformity with provisions contained in clause 17 which shall be extended from time to time depending upon extension of</b>

<p><b>GCC 2008</b> <b>Clause 3</b> When contract can be determined</p> <p><b>Clause 10 B (ii)</b> Mobilization advance</p>		<p>xii) If the work is not started by the contractor within 1/8<sup>th</sup> of the stipulated time.</p> <p>Mobilization 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. <b>In such a case, the contractor shall execute a Bank Guarantee Bond from a Scheduled Bank as specified by the Engineer-in-Charge for the full amount of mobilization advance before such advance is released.</b> Such advance shall be in two or more installments to be determined by the Engineer-in-Charge at his sole discretion. The first installment 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 installments shall be released by the Engineer-in-Charge only after the contractor furnishes a proof of the satisfactory utilization of the earlier installment to the entire satisfaction of the Engineer-in-Charge.</p> <p>Provided always that provision of Clause 10 B (ii) shall be applicable only when so provided in 'Schedule F'.</p>	<p><b>contract granted under provisions of Clause 2 and Clause 5.</b></p> <p>xii) Deleted</p> <p>Mobilization 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. Such advance shall be in two or more installments to be determined by the Engineer-in-Charge at his sole discretion. The first installment 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 installments shall be released by the Engineer-in-Charge only after the contractor furnishes a proof of the satisfactory utilization of the earlier installment to the entire satisfaction of the Engineer-in-Charge. <b>Before any installment of advance is released, the contractor shall execute a Bank Guarantee Bond from Scheduled Bank for the amount of advance &amp; valid for the contract period. This shall be kept renewed from time to time to cover the balance amount and likely period of complete recovery, together with interest.</b></p> <p>Provided always that provision of Clause 10 B (ii) shall be applicable only when so provided in 'Schedule F'.</p>
<p><b>Clause 10B (vi)</b></p>		<p><b>The said bank guarantee for advances shall initially be made for the full amount and valid for the contract period, and be kept renewed from time to time to cover the balance amount and likely period of complete recovery together with interest.</b></p>	<p><b>Merged in para (ii) above</b></p>
<p><b>Clause 10C</b> – Payment on account of increase in prices/wages due</p>		<p>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</p>	<p>If after submission of the tender, the price of any material incorporated in the works <b>(excluding the materials covered under Clause 10CA and not being</b></p>

<p>to statutory order (s)</p>	<p>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 to any changes in sales tax/VAT) 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 <b>thereupon necessarily and properly 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</b>, then the amount of the contract shall accordingly be varied and provided further that any such increase shall <b>not be payable if such increase has become operative after the stipulated date of completion of the work in question.</b> 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 order (but not due to any changes in sales tax/VAT) <b>and such decrease in the prices and/or wages prevailing at the time of receipt of the tender for the work.</b> Government shall in respect of materials incorporated in the works (not being material supplied from the Engineer-in-Charge's stores in accordance with Clause 10 hereof) 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</p>	<p>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 to any changes in sales tax/VAT) <b>beyond the prices/wages prevailing at the time of the last stipulated date of receipt of tenders including extensions, if any, for the work during contract period including the justified period extended under the provisions of clause 5 of the contract without any action under clause 2</b>, then the amount of the contract shall accordingly be varied and provided further that any such increase shall <b>be limited to the price/wages prevailing at the time of stipulated date of completion or as prevailing for the period under consideration, whichever is less.</b> If after submission of the tender, the price of any material incorporated in the works <b>(excluding the materials covered under Clause 10CA and</b> not being a material supplied from the Engineer-in-Charge's stores in accordance with Clause 10 thereof) and/or wages of labour <b>as prevailing at the time of last stipulated date of receipt of tender including extensions, if any</b>, is decreased as a direct result of the coming into force of any fresh law or statutory rules or order (but not due to any changes in sales tax/VAT) , Government shall in respect of materials incorporated in the works <b>(excluding the materials covered under Clause 10CA and</b> not being material supplied from the Engineer-in-Charge's stores in accordance with Clause 10 hereof) 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</p>
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	<p>materials and/or wages of labour on the coming into force of such law, statutory rule or order.</p> <p>The contractor shall, for the purpose of this condition, 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 authorized 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.</p> <p>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-Charge stating that the same is given pursuant to this condition together with all information relating thereto which he may be in position to supply.</p> <p>For this purpose, the labour component of the work executed during any period shall be the percentage as specified in Schedule F, of the value of work done during that period.</p>	<p>materials and/or wages of labour on the coming into force of such law, statutory rule or order. <b>This will be applicable for the contract period including the justified period extended under the provisions of clause 5 of the contract without any action under clause 2</b></p> <p><b>Engineer-in-Charge may call books of account and other relevant documents from the contractor to satisfy himself about reasonability of increase in prices of materials and wages.</b></p> <p>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-Charge stating that the same is given pursuant to this condition together with all information relating thereto which he may be in position to supply.</p> <p>For this purpose, the labour component of the work executed during <b>period under consideration</b> shall be the percentage as specified in Schedule F, of the value of work done during that period <b>and the increase/decrease in labour shall be considered on the minimum daily wages in rupees of any unskilled adult male mazdoor, fixed under any law, statutory rule or order.</b></p>
<p><b>Clause 10 CA</b> <b>Payment due to variation in prices of materials after receipt of tender</b></p>	<p>If after submission of the tender, the price of materials specified in Schedule F increases/decreases beyond the price(s) prevailing at the time of the last stipulated date for receipt of tenders (including extensions, if any) for the work, then the amount of the contract shall accordingly be varied and provided further that</p>	<p>If after submission of the tender, the price of materials specified in Schedule F increases/ decreases beyond the price(s) prevailing at the time of the last stipulated date for receipt of tenders (including extensions, if any) for the work, then the amount of the contract shall accordingly be varied and provided further that any such</p>



	<p>any such variations shall be effected for stipulated period of contract including the justified period extended under the provisions of Clause 5 of the contract without any action under Clause 2.</p> <p>However for work done/during the Justified period extended as above, it will be limited to indices prevailing at the time of stipulated date of completion or as prevailing for the period under consideration, whichever is less.</p> <p>The increase/decrease in prices shall be determined by the All India Wholesale Price Indices of materials as published by Economic Advisor to Government of India, Ministry of Commerce and Industry and base price for materials as issued under the authority of Director General (Works), CPWD as valid on the last stipulated date of receipt of tender, including extension if any and for the period under consideration. In case, price index of particular material is not issued by Ministry of Commerce and Industry, then the price index of nearest similar material as indicated in Schedule 'F' shall be followed.</p> <p>The amount of the contract shall accordingly be varied for all such materials and will be worked out as per the formula given below for individual material:-</p> $V = \frac{P \times Q \times CI - C_{10}}{C_{10}}$ <p>Where,</p>	<p>variations shall be effected for stipulated period of contract including the justified period extended under the provisions of Clause 5 of the contract without any action under Clause 2.</p> <p>However for work done during the justified period extended as above, it will be limited to indices prevailing at the time of stipulated date of completion or as prevailing for the period under consideration, whichever is less.</p> <p><b>The increase/decrease in prices of cement, steel reinforcement and structural steel shall be determined by the Price indices issued by the Director General (Works), CPWD. For other items provided in the Schedule 'F', this shall be determined by the All India Wholesale Price Indices of materials as published by Economic Advisor to Government of India, Ministry of Commerce and Industry and base price for cement, steel reinforcement and structural steel as issued under the authority of Director General (Works) CPWD applicable for Delhi including Noida, Gurgaon, Faridabad &amp; Ghaziabad and for other places as issued under the authority of Zonal Chief Engineer, CPWD and base price of other materials issued by concerned Zonal Chief Engineer as indicated in Schedule 'F' as valid on the last stipulated date of receipt of tender, including extension if any and for the period under consideration. In case, price index of a particular material is not issued by Ministry of Commerce and Industry, then the price index of nearest similar material as indicated in Schedule 'F' shall be followed.</b></p> <p>The amount of the contract shall accordingly be varied for all such materials and will be worked out as per the formula given below for individual material:-</p> $V = \frac{P \times Q \times CI - C_{10}}{C_{10}}$ <p>where,  V = Variation in material cost i.e. increase or decrease in the amount in rupees to be paid or recovered.  P = Base Price of material as issued under the authority of</p>
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	<p>V = Variation in material cost i.e. increase or decrease in the amount in rupees to be paid or recovered.</p> <p>P = Base Price of material as issued under authority of DG(W) CPWD valid at the time of the last stipulated date of receipt of tender including extensions, if any,</p> <p>Q = Quantity of material <b>used</b> in the works since previous bill.</p> <p>Clo = All India Wholesale Price Index for the material as published by the Economic Advisor to Government of India, Ministry of Industry and Commerce as valid on the last stipulated date of receipt of tenders including extensions, if any.</p> <p>CI = All India Wholesale Price Index for the material for period under consideration as published by Economic Advisor to Government of India, Ministry of Industry and Commerce</p> <p>(In respect of the justified period extended under the provisions of clause 5 of the contract without any action under clause 2, the index prevailing at the time of stipulated date of completion or the prevailing index of the period under consideration, whichever is less, shall be considered).</p> <p>Provided always that provisions of the preceding Clause 10C shall not be applicable in respect of Materials covered in this</p>	<p>DG(W),CPWD or concerned <b>Zonal Chief Engineer as indicated in Schedule 'F'</b> valid at the time of the last stipulated date of receipt of tender including extensions, if any,</p> <p>Q = Quantity of material <b>brought at site for bonafide use</b> in the works since previous bill.</p> <p>Clo = <b>Price index for cement, steel reinforcement bars and structural steel as issued by the DG(W),CPWD as valid on the last stipulated date of receipt of tenders including extensions, if any. For other items, if any, provided in Schedule 'F'</b>, All India Wholesale Price Index for the material as published by the Economic Advisor to Government of India, Ministry of Industry and Commerce as valid on the last stipulated date of receipt of tenders including extensions, if any.</p> <p>CI = <b>Price index for cement, steel reinforcement bars and structural steel as issued under the authority of DG(W), CPWD for period under consideration. For other items, if any, provided in Schedule 'F'</b>, All India Wholesale Price Index for the material for period under consideration as published by Economic Advisor to Government of India, Ministry of Industry and Commerce.</p> <p><b>Note -</b></p> <p>(i) In respect of the justified period extended under the provisions of clause 5 of the contract without any action under clause 2, the index prevailing at the time of stipulated date of completion or the prevailing index of the period under consideration, whichever is less, shall be considered.</p> <p>Provided always that provisions of the preceding Clause 10C shall not be applicable in respect of Materials covered in this Clause.</p> <p><b>(ii) If during progress of work or at the time of completion of work, it is noticed that any material brought at site is in excess of requirement, then amount of escalation if paid earlier on such excess quantity of material shall be recovered on the basis of cost indices as applied at the time of payment of</b></p>
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		Clause.	<b>escalation or as prevailing at the time of effecting recovery, whichever is higher.</b>
<b>Clause 10 CC Payment due to increase/decrease in Prices/Wages after Receipt of Tender for Works</b>		<p><b>Payment due to increase/decrease in Prices/Wages after receipt of tender for works</b></p> <p>If the prices of materials (not being materials supplied or services rendered at fixed prices by the department in accordance with clause 10 &amp; 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 and wages shall be available only for the work done during the stipulated period of the contract including the justified period extended under the provisions of clause 5 of the contract without any action under clause 2. However, for the work done during the justified period extended as above, the compensation as detailed below will be limited to prices/wages prevailing at the time of stipulated date of completion or as prevailing for the period under consideration, whichever is less. No such compensation shall be payable for a work for which the stipulated period of completion is equal to or less than the time as specified in Schedule F. Such compensation for escalation in the prices of materials and labour, when due, shall be worked out based on the following provisions:-</p> <p>i) The base date for working out such escalation shall be the last stipulated date of receipt of tenders including extension, if any</p> <p>ii) The cost of work on which escalation will be payable shall be reckoned as below :-</p> <p>a) Gross value of work done up to this quarter : (A)</p>	<p><b>Payment due to increase/decrease in Prices/Wages (Excluding materials covered under clause 10 CA) after Receipt of Tender for Works</b></p> <p>If the prices of materials (not being materials supplied or services rendered at fixed prices by the department in accordance with clause 10 &amp; 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 and wages shall be available only for the work done during the stipulated period of the contract including the justified period extended under the provisions of clause 5 of the contract without any action under clause 2. However, for the work done during the justified period extended as above, the compensation as detailed below will be limited to prices/wages prevailing at the time of stipulated date of completion or as prevailing for the period under consideration, whichever is less. No such compensation shall be payable for a work for which the stipulated period of completion is equal to or less than the time as specified in Schedule F. Such compensation for escalation in the prices of materials and labour, when due, shall be worked out based on the following provisions:-</p> <p>i) The base date for working out such escalation shall be the last stipulated date of receipt of tenders including extension, if any</p> <p>ii) The cost of work on which escalation will be payable shall be reckoned as below :-</p> <p>a) Gross value of work done up to this quarter : (A)</p> <p>b) Gross value of work done up to the last quarter : (B)</p> <p>c) Gross value of work done since previous quarter(A-B) : (C)</p> <p>d) Full assessed value of Secured</p>

	<p>b) Gross value of work done up to the last quarter : (B)</p> <p>c) Gross value of work done since previous quarter(A-B) : (C)</p> <p>d) Full assessed value of Secured Advance fresh paid in this quarter : (D)</p> <p>e) Full assessed value of Secured Advance recovered in this quarter: (E)</p> <p>f) Full assessed value of Secured Advance for which escalation is payable in this quarter (D-E) : (F)</p> <p>g) Advance payment made during this quarter : (G)</p> <p>h) Advance payment recovered during this quarter : (H)</p> <p>i) Advance payment for which escalation is payable in this quarter (G-H) : (I)</p> <p>j) Extra items paid as per Clause 12 based on prevailing market rates during this quarter : (J)</p> <p>Then , <math>M=C+ F+ I - J</math>  <math>N = 0.85 M</math></p> <p>k) Less cost of material supplied by the department as per Clause 10 and recovered during the quarter : (K)</p> <p>l) Less cost of service rendered at fixed charges as per Clause 34 and recovered during the quarter : (L)</p> <p>Cost of work for which escalation is applicable :  <math>W= N-(K+L)</math></p> <p>iii) Components for <b>cement, steel</b> materials, Labour, P.O.L. etc.. shall be pre-determined for every work and incorporated in the conditions of contract attached to the tender papers included in Schedule 'E'. The decision of the Engineer- in- Charge in working out such percentage shall be binding on the contractors</p> <p>iv) The compensation for escalation for <b>cement, steel</b> and P.O.L. shall be worked as per the formula given below</p>	<p>Advance <b>(excluding materials covered under clause 10 CA)</b> fresh paid in this quarter : (D)</p> <p>e) Full assessed value of Secured Advance<b>(excluding materials covered under clause 10 CA)</b> recovered in this quarter: (E)</p> <p>f) Full assessed value of Secured Advance for which escalation is payable in this quarter (D-E): (F)</p> <p>g) Advance payment made during this quarter : (G)</p> <p>h) Advance payment recovered during this quarter : (H)</p> <p>i) Advance payment for which escalation is payable in this quarter (G-H) : (I)</p> <p>j) Extra items paid as per Clause 12 based on prevailing market rates during this quarter : (J)</p> <p>Then , <math>M=C+ F+ I - J</math>  <math>N = 0.85 M</math></p> <p>k) Less cost of material supplied by the department as per Clause 10 and recovered during the quarter : (K)</p> <p>l) Less cost of service rendered at fixed charges as per Clause 34 and recovered during the quarter: (L)</p> <p>Cost of work for which escalation is applicable :  <math>W = N-(K+L)</math></p> <p>iii) Components for materials <b>(except cement, reinforcement bars, structural steel or others materials covered under Clause 10 CA)</b> , Labour, P.O.L. etc.. shall be pre-determined for every work and incorporated in the conditions of contract attached to the tender papers included in Schedule 'E'. The decision of the Engineer-in-Charge in working out such percentage shall be binding on the contractors.</p> <p>iv) The compensation for escalation for <b>other materials (excluding cement, reinforcement bars , structural steel or other materials covered under clause 10 CA)</b> and P.O.L. shall be worked as per the formula given below:-  DELETED</p>
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	<p>(a) Adjustment for component of 'cement'  <math display="block">V_c = \frac{W \times X_c \times CI - C_{10}}{C_{10}}</math> <p>.....  .....</p> <p>b) Adjustment for component of 'steel'  <math display="block">V_s = W \times \frac{X_s}{100} \times \frac{SI - S_{10}}{S_{10}}</math> <p>.....  .....</p> <p>c) Adjustment for civil component (except cement and steel)/ electrical Component of construction 'Materials'</p> <math display="block">V_m = W \times \frac{X_m}{100} \times \frac{MI - M_{10}}{M_{10}}</math> <p>V<sub>m</sub> = Variation in material cost i.e. increase or decrease in the amount in rupees to be paid or recovered.</p> <p>W = Cost of work done worked out as indicated in sub -para (ii) of Clause 10CC.  X<sub>m</sub> = Component of 'materials' expressed as percent of the total value of work.</p> <p>MI = All India Wholesale Price Index for civil component/electrical component* of construction material as worked out on the basis of All India Wholesale Price Index for individual Commodities/Group items for the period under consideration as published by Economic Advisor to Govt. of India, Ministry of Industry &amp; Commerce and applying weightages to the individual Commodities/ Group Items. (In respect of the justified period extended under the provisions of</p> </p></p>	<p>(b) DELETED</p> <p>c) Adjustment for civil component <b>(except cement, Structural steel, reinforcement bars and other materials covered under clause 10CA)</b> / electrical component of construction 'Materials'  <math display="block">V_m = W \times \frac{X_m}{100} \times \frac{MI - M_{10}}{M_{10}}</math> <p>V<sub>m</sub> = Variation in material cost i.e. increase or decrease in the amount in rupees to be paid or recovered.</p> <p>W = Cost of work done worked out as indicated in sub-para (ii) of Clause 10CC.  X<sub>m</sub> = Component of 'materials' <b>(except cement, Structural steel, reinforcement bars and other materials covered under clause 10CA)</b> expressed as percent of the total value of work.  MI = All India Wholesale Price Index for civil component/electrical component* of construction material as worked out on the basis of All India Wholesale Price Index for individual Commodities/ Group items for the period under consideration as published by Economic Advisor to Govt. of India, Ministry of Industry &amp; Commerce and applying weightages to the individual Commodities/ Group Items. ( In respect of the justified period extended under the provisions of clause 5 of the contract without any action under clause 2, the index prevailing at the time of stipulated date of completion or the prevailing index of the period under consideration, which ever is less shall be considered).  M<sub>10</sub> = All India Wholesale Price Index for civil component/electrical component * of construction material as worked out on the basis of All India Wholesale Price Index for individual Commodities/ Group items valid on the last stipulated date of receipt of tender, including extension, if any, as published by the Economic Advisor to Govt. of</p> </p>
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	<p>clause 5 of the contract without any action under clause 2, the index prevailing at the time of stipulated date of completion or the prevailing index of the period under consideration, which ever is less shall be considered).</p> <p>Mlo = All India Wholesale Price Index for civil component/electrical component* of construction material as worked out on the basis of All India Wholesale Price Index for individual Commodities/Group items 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 &amp; Commerce and applying weightages to the individual Commodities/Group items.</p> <p>*Note : relevant component only will be applicable.</p> <p>(d) Adjustment for component of 'POL'.....tender including extension, if any.</p> <p>(v) The following principles..... falling within that period.</p> <p>(vi) The component for escalation .....receipt of tender including extension, if any.</p> <p>(vii) The following principles..... on the labour component.</p> <p>(viii) In the event of the price..... binding on the contractor.</p> <p>ix) <b>Provided always that the provision of the preceding clause 10C and 10CA shall not be applicable for contracts where provisions of this clause are applicable but in cases where provisions of this clause are not applicable, the provisions of Clause 10 C and 10 CA will become applicable.</b></p>	<p>India, Ministry of Industry &amp; Commerce and applying weightages to the individual Commodities/Group items.</p> <p>*Note : relevant component only will be applicable.</p> <p>(d) Adjustment for component of 'POL' .....tender including extension, if any.</p> <p>(v) The following principles..... falling within that period.</p> <p>(vi) The component for escalation .....receipt of tender including extension, if any.</p> <p>(vii) The following principles..... on the labour component.</p> <p>(viii) In the event of the price..... binding on the contractor.</p> <p>ix) Provided always that:-</p> <p><b>(a) Where provisions of clause 10CC are applicable, provisions of clause 10C will not be applicable but provisions of clause 10CA will be applicable.</b></p> <p><b>(b) Where provisions of clause 10CC are not applicable, provisions of clause 10C and 10CA will become applicable.</b></p>
<p><b>Clause 12.2 Deviation, Extra Items and Pricing</b></p>	<p>In the case of extra item(s), the contractor may within fifteen days of receipt of order or occurrence of the item(s), supported by ..... determined.</p>	<p>In the case of extra item(s), <b>(items that are completely new, and are in addition to the items contained in the contract)</b>, the contractor may within fifteen days</p>

		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.....	of receipt of order or occurrence of the item(s), supported by ..... determined.  In the case of substituted items, <b>(items that are taken up with partial substitution or in lieu of items of work in the contract)</b> 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.....
<b>Clause 25 Settlement of Disputes &amp; Arbitration</b>		It is also a term of this contract that no person, other than a person appointed by such Chief Engineer CPWD or the administrative head of the CPWD, as aforesaid, should act as arbitrator and if for any reason that is not possible, the matter shall not be referred to arbitration at all.	It is also a term of this contract that no person, other than a person appointed by such Chief Engineer CPWD or Additional Director General or Director General of Works, CPWD as aforesaid, should act as arbitrator and if for any reason that is not possible, the matter shall not be referred to arbitration at all.
<b>Clause 37 Levy/Taxes payable by Contractor</b>		(i) Sales Tax/VAT or any other tax on materials in respect of this contract shall be payable by the contractor and Government shall not entertain any claim whatsoever in this respect.....	(i) Sales Tax/VAT <b>(except service tax)</b> or any other tax on materials in respect of this contract shall be payable by the contractor and Government shall not entertain any claim whatsoever in this respect. <b>However, in respect of service tax, same shall be paid by the contractor to the concerned department on demand and it will be reimbursed to him by the Engineer-in-Charge after satisfying that it has been actually and genuinely paid by the contractor.....</b>
<b>Clause 38 Conditions for reimbursement of levy/taxes if levied after receipt of tenders</b>		(i) All tendered rates shall be inclusive of all taxes and levies payable under Respective statutes. However, pursuant to the Constitution (46th Amendment Act, 1982, if any further tax or levy..... control of the contractor.	(i) All tendered rates shall be inclusive of all taxes and levies <b>(except service tax)</b> payable under respective statutes. However, pursuant to the Constitution (46th Amendment Act, 1982, if any further tax or levy..... control of the contractor.
<b>Clause 40 If relative working in CPWD then the contractor to tender</b>		The contractor shall not be permitted to tender for works in the CPWD Circle (responsible for award and execution of contracts) in which his near relative is posted as Divisional Accountant..... Condition	The contractor shall not be permitted to tender for works in the CPWD Circle (Division in case of contractors of Horticulture/ Nursery categories) responsible for award and execution of contracts in which his Near relative is posted as ..... Condition.
<b>Proforma of Schedules (Schedule A to F) Schedule 'E'</b>		Schedule of component of <b>Cement, Steel</b> , other materials, Labour etc., for price escalation <b>Clause 10 CC</b>	Schedule of component of other materials, Labour, <b>POL</b> etc., for price escalation

	<p>Component of cement – Xc expressed as percent of total value of work .....%</p> <p>Component of Steel – Xs expressed as percent of total value of work .....%</p> <p>Component of civil - Xm <b>(Except cement &amp; steel)</b> / Electrical construction materials expressed as percent of total value of work .....%</p> <p>Component of Labour expressed as percent of total value of work Y .....%</p> <p>Component of POL expressed as percent of total value of work Z.....%</p>	<p>DELETED</p> <p>DELETED</p> <p>Component of civil - Xm <b>(Except materials covered under clause 10CA)</b> / Electrical construction materials expressed as percent of total value of work .....%</p> <p>Component of Labour expressed as percent of total value of work Y .....%</p> <p>Component of POL expressed as percent of total value of work Z.....%</p>
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<b>Existing Provision</b>				
<b>Schedule 'F' Clause 10CA</b>	94	Materials Covered under this clause Materials for which All India Wholesale Price Index is to be followed. 1 ..... 2 ..... 3 ..... .....		
<b>Modified Provision</b>				
<b>Schedule 'F' Clause 10CA</b>	94	Clause 10CA Materials Covered under this clause :  1 ..... 2 ..... 3 ..... 4 .....	Nearest <b>Materials (other            than cement,            reinforcement bars            and structural            steel)</b> for which All India Wholesale Price Index to be followed: 1 ..... 2 ..... 3 .....	<b>Base Price            of all the            materials            covered            under clause            10 CA</b>  1 ..... 2 ..... 3 ..... 4 .....

# SECTION –IV

## Special Conditions

## **SPECIAL CONDITIONS**

### **1.0 General**

- 1.1 Except for the items, for which Particular Specifications are given or where it is specifically mentioned otherwise in the description of the items in the schedule of quantities, the work shall generally be carried out in accordance with the "CPWD Specifications" (Refer Para 1.7.5 of Schedule F at **Sheet No. II - 4** and as per instructions of Engineer-in-Charge. Wherever CPWD Specifications are silent, the latest IS Codes / Specifications shall be followed and the rates should be all inclusive.
- 1.2 Any reference made to any Indian Standard Specifications, shall imply to the latest version of that standard, including such revisions / amendments as issued by the Bureau of Indian Standards upto last date of receipt of tenders. **The Contractor shall keep at his own cost all such publications including relevant Indian Standard applicable to the work at site.**
- 1.3 The work shall be executed and measured as per metric dimensions given in the Schedule of Quantities, drawings etc. (FPS units wherever indicated are for guidelines only).
- 1.4 The work should be planned in a systematic manner so that chase cuttings in the walls, ceilings and floors is minimized. Wherever absolutely essential, the chase shall be cut using chase cutting machines. Chases will not be allowed to be cut using hammer / chisel. The electrical boxes should be fixed in walls simultaneously while raising the brick work. The contractor shall ensure proper co-ordination of various disciplines viz. sanitary & water supply, horticulture & electrical etc.
- 1.5 All the hidden items such as water supply lines, drainage pipes, conduits, sewers etc. are to be properly tested before covering.
- 1.6 Samples including brand / quality of materials and fittings to be used in the work shall be got approved from the Engineer-in-Charge, well in advance of actual execution and shall be preserved till the completion of the work.
- 1.7 Equipment like concrete pump excavators/Transit mixer etc. shall be allowed to be moved away from the site when, in written opinion of Engineer-in-Charge, the same are no longer required at site of work.
- 1.8 The contractor, his agents / representative, workman etc. shall strictly observe orders pertaining to fire precautions prevailing in the area.
- 1.9 Contractor(s) shall study the soil investigation report for the site, available in the office of the Engineer-in-Charge and satisfy himself about complete characteristics of soil and other parameters at site. However, no claim on the alleged inadequacy or incorrectness of the soil data supplied by the department shall be entertained.
- 1.10 The tenderer shall see the approaches to the site. In case any approach from main road is required at site or existing approach is to be improved and maintained for cartage of materials by the contractor, the same shall be provided, improved and maintained by the contractor at his own cost.
- 1.11 Contractor shall take all precautionary measures to avoid any damage to adjoining property. All necessary arrangement shall be made at his own cost.
- 1.12 The contractor shall take all precautions to avoid accidents by exhibiting necessary caution boards day and night, speed limit boards, red flags, red lights and providing barriers. He shall be responsible for all damages and accidents caused to work due to negligence on his part. No hindrances shall be caused to traffic, during the execution of the work.
- 1.13 The contractor shall take instructions from the Engineer-in-Charge regarding collection and stacking of materials at any place. No excavated earth or building rubbish shall be stacked on areas where other buildings, roads, compound wall, services etc are to be constructed.
- 1.14 The contractor shall provide at his own cost suitable weighing, surveying and leveling and measuring arrangements as may be necessary at site for checking. All such equipments shall be got calibrated in

advance from laboratory, approved by the Engineer-in-Charge. Nothing extra shall be payable on this account.

- 1.15 Contractor shall provide permanent bench marks, flag tops and other reference points for the proper execution of work and these shall be preserved till the end of work. All such reference points shall be in relation to the levels and locations, given in the Architectural and plumbing drawings.
- 1.16 Water tanks, taps, sanitary, water supply and drainage pipes, fittings and accessories should conform to byelaws and municipal body / corporation where CPWD Specifications are not applicable. The contractor should get the materials (fixtures/fittings) tested by the Municipal Body / Corporation authorities wherever required at his own cost.
- 1.17 The work shall be carried out in accordance with the Architectural drawings and Structural drawings, to be issued from time to time, by the Engineer-in-Charge. Before commencement of any item of work, the contractor shall correlate all the relevant architectural and structural drawings issued for the work, nomenclature of items, specifications etc. and satisfy himself that the information available there from is complete and unambiguous. The figures & the written dimensions of the drawing shall supersede the measurement by scale. The discrepancy, if any, shall be brought to the notice of the Engineer-in-Charge for immediate decision before execution of the work. The contractor alone shall be responsible for any loss or damage occurring by the commencement of work on the basis of any erroneous and/ or incomplete information and no claim, whatsoever shall be entertained on this account.
- 1.18 The Architectural drawings other than those indicated in nomenclature of items are only indicative of the nature of the work and materials/fittings involved unless and otherwise specifically mentioned.
- 1.19 The contractor should submit the shop drawing of staging and shuttering for approval of Engineer-in-Charge before actually commencing the execution of work under the item. Nothing extra shall be payable on this account.
- 1.20 Other agencies may also simultaneously execute and install the works and the contractor shall afford necessary facilities for the same. The contractor shall leave such recesses, holes, openings, trenches etc. as may be required for such related works (for which inserts, sleeves, brackets, conduits, base plates, clamps etc. shall be available as specified elsewhere in the contract) and the contractor shall fix the same at the time of casting of concrete, stone work and brick work, if required, and nothing extra shall be payable on this account.
- 1.21 The contractor shall conduct his work, so as not to interfere with or hinder the progress or completion of the work being performed by other contractor(s) or by the Engineer-in-Charge and shall as far as possible arrange his work and shall place and dispose off the materials being used or removed so as not to interfere with the operations of other contractor or he shall arrange his work with that of the others in an acceptable and coordinated manner and shall perform it in proper sequence to the complete satisfaction of others.
- 1.22 All material shall only be brought at site as per program finalized with the Engineer-in-Charge. Any pre-delivery of the material not required for immediate consumption shall not be accepted and thus not paid for.
- 1.23 The contractor shall procure the required materials in advance so that there is sufficient time for testing of the materials and approval of the same before use in the work.
- 1.24 Existing drains, pipes, cables, over-head wires, sewer lines, water lines and similar services encountered in the course of the execution of work shall be protected against the damage by the contractor at his own expense. The contractor shall not store materials or otherwise occupy any part of the site in a manner likely to hinder the operation of such services. In case temporary supporting/shifting of such services is required to facilitate the work, the same shall be done by the contractor at no extra cost.

In case the existing services are to be shifted permanently, then before dismantling the existing services, alternate/diversion of service lines has to be laid by the contractor so that there is no interruption in use of existing services. The contractor has to plan the alternate suitable route for diversion/shifting of service lines and get the same approved from the Engineer-in-Charge before starting shifting of services. Nothing extra shall be paid except the payment of dismantling and laying of new service lines as per conditions of contract.

- 1.25 The contractor shall be responsible for the watch and ward / guard of the buildings, safety of all fittings and fixtures including sanitary and water supply fittings and fixtures provided by him against pilferage and breakage during the period of installations and thereafter till the building is physically handed over to the department. No extra payment shall be made on this account.
- 1.26 The contractor shall be fully responsible for the safe custody of materials brought by him/ issued to him even though the materials may be under double lock key system.
- 1.27 For construction works which are likely to generate malba / rubbish to the tune of more than a tempo / truck load, contractor shall dispose of malba, rubbish & other unserviceable materials and wastes at his own cost to the notified specified dumping ground and under no circumstances these shall be stacked / dumped even temporarily, outside the construction premises.
- 1.28 The excavated surplus earth shall be disposed off by the contractor as per directions of Engineer-in-Charge.
- 1.29 **All disputes concerning with this work/tender are subject to the Chandigarh jurisdiction.**
- 2.0 Unless otherwise specified in the schedule of quantities, the rates for respective items shall be all inclusive and apply to the following: -
- (i) All lifts & all heights, floors including terrace, leads and depths.
  - (ii) All labour, material, tools and plants and other inputs involved in the execution of the item.
  - (iii) Any of the conditions and specifications mentioned in the tender documents.
  - (iv) Pumping / bailing out surface water / rain water / sub soil water, if necessary for any reason.
  - (v) Providing sunk flooring in bath-rooms, kitchen, etc.
  - (vi) Any legal or financial implications resulting out of disposal of earth, if any.
  - (vii) Payment of Royalty at the prevailing rates, if any, on the boulders, metal, shingle, sand and bajri etc. or any other material collected by him for the work direct to revenue authorities.
  - (viii) Performance test of the entire installation(s) before the work is finally accepted.
  - (ix) Any cement slurry added over base surface (or) for continuation of concreting for better bond is deemed to have been built in the items .
  - (x) All incidental charges for cartage, storage and safe custody of materials brought to site.

3.0. **TESTING OF MATERIAL: -**

- 3.1 Samples of materials required for testing shall be provided free of charge by the contractor. The cost of tests shall be borne by the contractor / department in the manner indicated below: -
- a) By the contractor, if the results show that the material does not conform to relevant specifications.
  - b) By the department, if the results show that the material conforms to relevant specifications.

All other expenditure required to be incurred for taking samples; conveyance, packing etc. shall be borne by the contractor himself.

- 3.2 However, if any ultrasonic pulse velocity / load testing or special testing is to be done for concrete whose strength is doubtful, the cost of the same shall be borne by the contractor.

3.3.1 In case there is any discrepancy in frequency of testing as given in list of mandatory tests and that in individual sub-heads of work as per CPWD Specifications higher of the two frequencies of testing shall be followed and nothing extra shall be payable on this account.

#### **4.0      SECRECY**

4.1 The contractor shall take all steps necessary that all persons employed on any work in connection with the contract have notice that the Indian Official Secrets Act 1923 applies to them & will continue so to apply even after the execution of such works under the contract.

4.2 The contract in confidential and must be strictly confirmed to the contractor's own use (except so far as confidential disclosure to sub-contractors or suppliers as necessary) and to the purpose of the contract.

4.3 All documents, copies thereof & extracts there from furnished to the contractor shall be returned to the Engineer-in-Charge on the completion of the work / works or the earlier determination of the contract.

#### **5.0      LABOUR AND SECURITY**

5.1 Contractor should provide his plan for labour huts as per his requirement and get it approved from the Engineer-in-Charge. The contractor will be provided space for labour huts etc. inside the campus but the space requirement and location, as assessed by Engineer-in-Charge shall be final and binding.

5.2 Contractor has to follow the security requirement of the campus and obtain necessary entry passes for the labour and vehicles and follow security checks at entry / exit gates, restriction on movement of vehicle, restricted timings of working etc. The Department however shall assist the contractor in obtaining such passes for movement of vehicles and labour. No claim whatsoever shall be entertained on account of delay in entry of vehicles and labour including restrictions in working hours, if there is any.

5.3 The contractor shall employ only Indian Nationals after verifying their antecedents and loyalty. The contractor shall, on demand submit list of his agents, employees and work people concerned & shall satisfy as to the bonafides of such people.

5.4 The contractor & his work people shall observe all relevant rules regarding security promulgated in which work is to be carried out by the Controlling Administrative Authority of the campus/area (hereinafter referred to as "Administrator").

5.5 The contractor, his representative, workman shall be allowed to enter through specified gates & timing as laid down by the controlling authority. They shall be issued an identity card or an individual pass in accordance with the standing rules & regulations & they should possess the same while working. The contractor shall be responsible for the conduct & actions of his workman, agents / representatives.

5.6 Normally contractor shall be allowed to carryout work between 7 AM to 6 PM. However, he may also be allowed to carryout the work beyond 6 PM & upto 7 AM if the site conditions / circumstances so demand with prior written permission from the "Administrator". However, if the work is carried out in more than one shift or at night, no claim on this account shall be entertained.

5.7 Normally contractor's material / vehicles etc shall be allowed to move in / go-out between 7 AM to 7 PM only & no movement of material / vehicles out of site of work shall be allowed during night hours unless specific permission is obtained from the "Administrator".

5.8 In case if a separate entry has been allowed, the contractor has to make all arrangement for making a separate entry gate and barricading of the working area to segregate/separate the same from other areas. All these have to be done by the contractor at his own cost including safeguarding any untoward incident in the restricted area due to separate entry gate and barricading arranged by the contractor. No extra amount on this account shall be payable by the department.

#### **6.0      TRANSPORTATION AND OFFICE INFRASTRUCTURE:**

6.1 In order to complete the work within the scheduled time if the contractor shall be required to do the work in more than one shift and accepted by the department the contractor will provide vehicular facilities to the CPWD site staff to reach the site and their residence at his own cost for their services required

beyond the normal office hours. In case the contractor fails to provide the facilities Engineer-in-Charge shall be at liberty to make the arrangement themselves and deduct the respective cost from the contractor's bills.

6.2 For Quality Control Measures, Preparation of Bills and Monitoring the Quality, the contractor shall provide (min. one number) Computer having MS-Windows XP, A-3 Coloured Inkjet & A-4 Laserjet Printers, Scanners, UPS etc. with required number of data entry operator in the site office of Engineer-in-Charge.

#### 7.0 **PROGRAM CHART: -**

7.1 The Contractor shall prepare an integrated program chart for the execution of work, showing clearly all activities from the start of work to completion, with details of manpower, equipment and machinery required for the fulfillment of the program within the stipulated period or earlier and submit the same for approval of the Engineer-in-Charge within **15 days** of the issue of letter of acceptance for the contract.

7.2 The work has to be completed in stages as indicated in the **Milestones under Schedule 'F'** and the program should be prepared in such a manner to achieve these Milestones as indicated therein or earlier.

7.3 The program chart should include the following: -

- a) Descriptive note explaining sequence of various activities.
- b) Network (PERT / CPM / BAR CHART) which will indicate resources in financial terms, manpower and specialized equipment for every important stage.
- c) Program for procurement of materials by the contractor.
- d) Program of procurement of machinery / equipments having adequate capacity, commensurate with the quantum of work to be done within the stipulated period, by the contractor.

7.4 If at any time, it appears to the Engineer-in-Charge that the actual progress of work does not conform to the approved program referred above, the contractor shall produce a revised program showing the modifications to the approved program by additional inputs to ensure completion of the work within the stipulated time.

7.5 The submission of revised program or approval by the Engineer-in-Charge of such program or the furnishing of such particulars shall not relieve the contractor of any of his duties or responsibilities under the contract. This is without prejudice to the right of Engineer-in-Charge to take action against the contractor as per terms and conditions of the agreement.

Notwithstanding the fact that the contractor will have to pay to the labourers and other staff engaged directly or indirectly on the work according to the provisions of the labour regulations and the agreement entered upon and/or extra amounts for any other reason.

#### 8.0 **PROGRESS AND MONITORING OF WORK:**

Contractor shall give the Engineer-in-Charge on the 10<sup>th</sup> day of each month, progress report of the work done during the previous month. Such progress report will include the project progress summary, work progress (planned v/s. actual), PERT chart, milestone status, financial progress status, manpower deployment status, important materials consumed, materials at site at the beginning of the month, materials consumed during the month and the balance quantities at the end of month and progress of the work stating the reasons for shortfall, if any including the steps and measures to be taken for making good the shortfall in the succeeding period. Non submission of aforesaid progress report shall make contractor liable for action under breach of contract conditions.

#### 9.0 **SAMPLE OF MATERIALS:-**

9.1 All materials and fittings brought by the contractor to the site for use shall conform to the samples approved by the Engineer-in-Charge which shall be preserved till the completion of the work. If a

particular brand of material is specified in the item of work in Schedule of Quantity, the same shall be used after getting the same approved from Engineer-in-Charge. Wherever brand / quality of material is not specified in the item of work, the contractor shall submit the samples as per **List of Preferred Makes as at Sheet No. VI-12 & 13** for approval of Engineer-in-Charge. For all other items, ISI Marked materials and fittings shall be used with the approval of Engineer-in-Charge. Wherever ISI Marked material / fittings are not available, the contractor shall submit samples of materials / fittings manufactured by firms of repute conforming to relevant Specifications or IS codes for the approval of Engineer-in-Charge.

- 9.2 To avoid delay, contractor should submit samples as stated above well in advance so as to give timely orders for procurement. If any material, even though approved by Engineer-in-Charge is found defective or not conforming to specifications shall be replaced / removed by the contractor at his own risk & cost.
- 9.3. BIS marked materials except otherwise specified shall also be subjected to quality test besides testing of other materials as per the specifications described for the item/material. Wherever BIS marked materials are brought to the site of work, the contractor shall, furnish manufacturer's test certificate or test certificate from approved testing laboratory to establish that the material procured by the contractor for incorporation in the work satisfies the provisions of specifications relevant to the material and / or the work done.

BIS marked items (except cement & steel for which separate provisions have been made in para 10.0) required on the work shall be got tested, for only important tests, which govern the quality of the product, as decided by the Engineer-in-Charge. The frequency of such tests (except the mandatory test) shall be 5% of the frequency as specified in BIS. For mandatory test, frequency shall be as specified in the CPWD Specifications

- 9.4 For certain items, if frequency of tests is neither mentioned in the CPWD Specifications & BIS, then tests shall be carried out as per decision of Engineer-in-Charge.

#### 10.0 **CEMENT & STEEL REINFORCEMENT (IF NOT STIPULATED TO BE SUPPLIED BY THE DEPARTMENT).**

- 10.1 Contractor has to produce manufacturers test certificate for each lot of Cement & Steel Reinforcement procured at site.

#### 10.2 **CEMENT:-**

- 10.2.1 The contractor shall procure 43 Grade Ordinary Portland Cement and/or Portland Pozzolona Cement (Fly Ash based), required in the work from reputed manufacturers of cement as per the approved make in 50 kg. bags bearing manufacturer's name and ISI marking, along with manufacturers test certificate for each lot. Portland Pozzolona Cement is however not to be used for RCC works.

- 10.2.2 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. The cement for such testing purpose shall be supplied by the contractor free of charge. 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. 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 Codes.

- 10.2.3 OPC/ PPC shall be brought at site in bulk supply of approximately 30 tonnes or as decided by the Engineer-in-Charge.

- 10.2.4 OPC/ PPC bags shall be stored in separate godowns. Separate godowns for tested cement and fresh cement (under testing) to be constructed by the contractor at his own cost as per sketches given in C.P.W.D Specifications having weather-proof roofs and walls. The size of the cement godown is indicated in the sketches for guidance. The actual size of godown shall be as per site requirements and nothing extra shall be paid for the same. Each godown shall be provided with a single door with two locks. The keys of one lock shall remain with Engineer-in-Charge of the work and that of other lock with



the authorized agent of the contractor at the site of work so that the cement is issued from godown according to the daily requirement with the knowledge of both parties. The account of daily receipt and issue of cement shall be maintained in a register in the prescribed proforma and signed daily by the contractor or his authorized agent and Engineer-in-Charge or his authorized representative in token of its correctness. The day to day receipt and issue accounts of different grade/brand of cement shall be maintained separately in the standard proforma by the contractor or his authorized representative which shall be duly signed by the authorized representative of the Engineer-in-Charge before issue to the work on day to day basis.

The capacity of each cement go-down shall be 1000 bags of cement or more as decided by the Engineer-in-Charge and shall be constructed by the contractor at site of work and at the site of batching plant for which no extra payment shall be made. The contractor shall be responsible for the watch and ward and safety of the cement go-downs. The contractor shall facilitate the inspection of the cement go-downs by the Engineer-in-Charge at any time.

10.2.5 The actual issue and consumption of cement on work shall be regulated and proper accounts maintained as provided in 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 the conditions laid therein.

10.2.6 If the quantity of cement actually used in the work is found to be more than the theoretical quantity of cement including authorized variation, nothing extra shall be payable to the contractor on this account. In the event of it being discovered that after the completion of the work, the quantity of cement used is less than the quantity ascertained as herein before provided (allowing variation on the minus side as stipulated in Clause - 42), the cost of quantity of cement not so used shall be recovered from the contractor as specified in schedule. Decision of the Engineer-in-Charge in regard to theoretical quantity of cement which should have been actually used as per the schedule and recovered at the rate specified, shall be final and binding on the contractor.

For non-scheduled items, the decision of the Superintending Engineer regarding theoretical quantity of the cement, which should have been actually used, shall be final and binding on the contractor.

10.2.7 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.

10.2.8 In case the contractor brings surplus quantity of cement the same shall be removed from the site after completion of work by the contractor at his own cost after approval of the Engineer-in-Charge.

10.2.9 Cement, which is not used within 90 days from its date of manufacture, shall be retested at approved laboratory. Until the results of such tests are found satisfactory, it shall not be used on the work.

**13.0 Defect liability:**

13.1 The contractor's liability during the defect liability period from the final date of completion as per clause 17 shall be limited to rectification of defects including replacement as follows which in the opinion of Engineer-in-Charge are not man made.

Sl. No.	Description	Defect Liability
(i)	Anti termite treatment.	(a) Termites found if any till guarantee period to be rectified through post ATT.
(ii)	Concrete	(a) Rectification of structural / superficial / non-structural cracks. (b) Rectification of dampness / seepage in roof slab / junctions & sunken portion. (c) Rectification of cracks in beam, shade, column.
(iii)	Brick work	(a) Rectification of cracks in panel wall / portion. (b) Cracks / settlement of dwarf walls. (c) Rectification of efflorescence.
(iv)	Joinery	(a) Replacement of warped joinery. (b) Cracks in panels, rails / styles etc.
(v)	Builders	(a) Repairs / Replacement of loosened / pre-mature failure of

Sl. No.	Description	Defect Liability
	Hardware	fittings. (b) Tightening / Replacement of sag in mosquito proofing.
(vi)	Steel & Iron work	(a) Rectification / Replacement of defective part of rolling shutter. (b) Redoing of defective portion in fabrication / welding including painting. (c) Steel windows, grills, gates etc. – defects to be rectified.
(vii)	Roof treatment	(a) Rectification of leakage / seepage of roof slab including covering at junction till guarantee period.
(viii)	Plastering	(a) Rectification of structural / superficial cracks if any. (b) Rectification of protruding / peeling off plaster if any. (c) Rectification of efflorescence
(ix)	Flooring	(a) Rectification of sinking portion of plinth protection including saucer drain. (b) Settlement of foundation & floors.
(x)	Plumbing / Sanitary fittings	(a) Making good of leakage through soil / waste pipe joints. (b) Replacement of looking mirror if found wavy. (c) Rectification of leakage of over head tanks. (d) Leakage / seepage of sunken floor, blockage of taps / pipes, non-functioning of cistern.
(xi)	Finishes	(a) Making good of defective / dissimilar patches of painting to match with remaining surfaces.
(xii)	Internal Water Supply	(a) Repairs / Replacement of defective taps / fittings. (b) Repair to leakage of GI water pipe lines including joints. (c) Removal of blockage of GI pipe lines.
(xiii)	Roads	(a) Repair of sinking portion of road & potholes, if any
(xiv)	Sewage	(a) Rectification of slope / system if found defective during use. (b) Rectification of major blockage in Sewer lines. (c) Cracks & settlement of sewage lines.
(xv)	Drains	(a) Repair to Drains. (b) Settlement of Drains
(xvi)	External Water Supply	(a) Repairs to installations & fittings.
(xvii)	General	(a) All manufacturing defects of structures / fixtures / fittings / equipments other than listed above.

**16. Supplementary special condition :**

- 16.1 The stone aggregate for R.C.C. / C.C. items shall be double screened and washed and shall comply with the grading requirement as specified in IS-383 (latest edition) for stone aggregate besides meeting other requirement as specified their in. If the contractor / agency to use crushed aggregate nothing extra shall be paid on this account.
- 16.2 The contractor agency shall make his own arrangement of water for construction purposes. Incase, the contractual agency takes temporary water connection from M.C., Chandigarh, the recovery of water charges @ 1.5% shall be made as per Notification issued by the Secretary Local Govt. Chandigarh Administration vide notification No. 6/1/195-FII(8)2011/4088, dated 24.05.2011 conveyed vide E.E. M.C. P.H. Division No. 2 vide memo no. 1533-62, dated 02.06.2011.

- 16.3 Labour Cess shall be deducted from the C.C. running & final bills and that amount will be deposited to the Chandigarh Building and Other Constructions Workers Welfare Funds.
- 16.4 The contractor shall have to obtain labour license from the Assistant Labour Commissioner, Chandigarh after getting his established registered under the Building and other Construction Act 1996 notified vide Chandigarh Administration No. 353-383 dt. 15.1.2010 issued by the Registering Officer, under the Building and other construction workers Act and Assistant Labour Commissioner, U.T. Chandigarh U.T.
- 16.5 The bidder shall have to give undertaking regarding constitution of the firm /business i.e. whether proprietorship firm/Partnership firm/ Limited Company/Public Limited Company at the time of submission of tender and any change in the same at any stage shall be immediately intimated in writing to the Engineer-in-charge. In case of partnership/Limited/Public Limited companies, the Article of Memorandum of Association shall be submitted by the bidder.
- 16.6 Sales-tax / Vat (except service tax), purchase tax, turnover tax or any other tax applicable in respect of this contract shall be payable by the Contractor and Government will not entertain any claim whatsoever in respect of the same. However, in respect of service tax, same shall be paid by the contractor to the concerned department on demand and it will be reimbursed to him by the Engineer-in-charge after satisfying that it has been actually and genuinely paid by the contractor.
- 16.7 The department will assist in arranging electric and water connection at the site of work. However the Security / Consumption / installation charger shall be borne by the contractor.
- 16.8 In case of failure or default in the performance or responsibilities or breach of terms and conditions of DNIT or agreement, action as per **"Policy on blacklisting, 2009"** issued vide Finance Department Chandigarh Administration Notification No. 1927-F&PO(3)-2009/1170 dt. 27.2.2009 shall be taken.

- 16.12 Only one common %age above or below the rates / amount mentioned in th DNIT shall be quoted by the bidder for all items. Any other item of DSR2014 if required to be executed shall be paid on DSR2014 rates + prevailing cost index on DSR +% (plus / minus percentage) quoted by the bidder. Similarly rates for extra N.S. items got executed shall be adjusted by applying the quoted %age on the approved analysis of rate for the respective item.
- 16.13 All deviation beyond permissible limit shall be paid with financial approval of the competent authority at the already approved contractual rates for the respective items.

## SECTION – V

### Particular Specifications

## PARTICULAR SPECIFICATIONS

2.1.2 The sources of coarse aggregate, fine aggregate, water, admixture & cement to be used in concrete work shall be identified by the contractor & he will satisfy himself regarding their conforming to the relevant specifications & their availability before getting the same approved from the Engineer-In-Charge.

- (a) **Coarse Aggregate:-** As per CPWD Specifications
- (b) **Fine Aggregate:-** As per CPWD Specifications
- (c) **Water:-** It shall conform to requirements laid down in IS:456-2000 / Para 5.4 or CPWD Specifications
- (d) **Cement:-** OPC of grade 43 shall be used for design mix concrete and shall conform to IS-8112, or IS-12330. However, if the contractor uses higher grade of cement nothing extra shall be paid.
- (e) **Admixture / Plasticizer** – The admixture shall conform to IS: 9103. Whenever required, the admixture of approved quality & approved make only shall be used to attain the required workability. Nothing extra on account of use of Admixture / Plasticizer shall be payable.

2.1.3 **Grade of Concrete:** - The compressive strength of various grades of concrete with various parameters shall be as follows: -

GRADE DESIGNATION	COMPRESSIVE STRENGTH ON 15 Cm. CUBES min. 7 DAYS (N/mm <sup>2</sup> )	SPECIFIED CHARACTERISTIC COMPRESSIVE STRENGTH AT 28 DAYS (N/mm <sup>2</sup> )	MINIMUM CEMENT CONTENT (Kg. Per Cub. Mtr.)	MAXIMUM WATER CEMENT RATIO	SLUMP
(i) M-20	As per Design	20	360	0.50	25-75
(ii) M-25	As per Design	25	380	0.50	25-75
(iii) M-30	As per Design	30	400	0.45	25-75

### 2.5 MEASUREMENT –

- (i) As per CPWD Specifications.

### 2.6 TOLERANCES - As per CPWD Specifications.

### 2.7 RATES: -

- (i) The rate includes the cost of materials, labour and T&P, including mixing, placing, transportation and centring, shuttering involved in all the operations described above except for the cost of centring, shuttering & reinforcement which will be paid for separately

### 3.0 **BRICK WORK:-**

3.1 The brickwork shall be carried out with good quality well burnt FPS bricks of class designation 75 as per CPWD Specifications.

3.2 The rate shall also include for leaving chases / notches for dowels / cramps for all kinds of cladding to come over brick work.

3.3 **Brick work provided around shaft or lift walls or around slab cutouts shall be measured in the brick for corresponding floor level. Nothing extra shall be paid on this account.**

3.4 **M.S. Strip provided at every third course of half brick masonry shall be in single piece. If required, welding joint can be used without overlaps. Nothing extra shall be paid for welding and overlaps.**

### 4.0 **STONE / MARBLE WORK :-**

4.1 General: - The execution of stones work shall be in general as per CPWD Specifications.

**4.2 SAMPLES FOR STONE WORK:-**

Samples of each item of stone work either individually or in combination shall be prepared for approval of Engineer-in-charge before commencement of work.

**5.0 WOOD WORK:-**

5.1 The wood work in general shall be carried out as per CPWD Specifications.

5.2 The sample of timber to be used shall be deposited by the contractor with Engineer-in-charge before commencement of work.

5.3 Glazing for toilets shall be of translucent type.

5.4 The shape and size of beading shall be as per drawings. The joints of beading shall be mitred.

5.5 Timber shall be of specified species, good quality and well seasoned. It shall have uniform colour, reasonably straight grains and shall be free from knots, cracks, shakes and sapwood. It shall be close grained. The contractor shall deposit the samples of species of timber to be used with the Engineer-in-Charge for testing before commencement of the work.

5.6 Wood work shall not be painted, oiled or otherwise treated before it has been approved by the Engineer-in-charge. All portion of timber including architrave abutting against masonry, concrete, stone or embedded in ground shall be painted with approved wood preservative or with boiling coaltar.

5.7 The contractor(s) shall produce cash voucher and certificates from approved Kiln Seasoning Plants about the timber used on the work having been kiln seasoned and chemically treated by them, falling which it would not be so accepted as kiln seasoned and/or chemically treated.

5.8 Transparent sheet glass conforming to IS: 2835 – 1977 shall be used. Thickness being governed as under unless otherwise specified in the item in wood work/steel work:

Area of Glazing	Thickness
(a) For glazing area up to 0.50 sqm	4.0 mm
(b) For glazing area more than 0.50 sqm	5.5 mm

5.9 Factory made panelled / wire gauge door shutters

5.10 The work shall be executed through specialized agencies to be approved by the Engineer in Charge.

5.11 The shutters should be fabricated in factories & fabrication should conform to CPWD Specifications Para 9.6.6 & IS 1003 Part-I.

5.12 The contractor shall propose well in advance to Engineer-in-Charge, the names and address of the factory where from the contractor intends to get the shutters manufactured along with the credential of the firm. The contractor shall place the order for manufacturing of shutters only after obtaining approval of the Engineer in Charge whose decision in this case shall be final & binding. In case the firm is not found suitable he shall propose another factory. The factory may also be inspected by a group of officers before granting approval; shutters shall however he accepted only if these meet the specified test.

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

- 5.14 The shutters should be brought at site without primer / painting.
- 5.15 Inspection of shutters shall be carried out for dimensions & tolerances, size & type general construction & workmanship, finish & glazing at the following frequency: -

Lot Size	Sample Size	Permissible number of defectiveness
Upto 25	2	0
26 to 50	5	0
51 to 100	8	0
101 to 150	13	1
151 to 300	20	2
301 to 500	32	3
501 to 1000	50	5
1001 & above	80	7

Criteria for conformity

Any sample shutter failing in any one or more of the requirements inspected for as above shall be considered as defective. A lot shall be considered as having satisfied the requirements of the standard if the number of defective shutters in the sample does not exceed the corresponding permissible number of **defectiveness** given above.

- 5.16 Testing – The shutters shall be tested for species, seasoning & treatment, defects in the timber, panel material, construction & workmanship in the approved Govt. Laboratory at the following frequency: -

Lot Size	Sample Size
Upto 50	1
51 to 100	2
101 to 150	3
301 to 500	4
500 to 1000	6
1001 & above in multiple of 1000	10

If shutters are found defective in any one of the criterion, double the shutter shall be tested & if found permissible, can be accepted. If shutter is found defective in more than one criterion, the whole lot shall be rejected.

6.0 **STEEL WORK:-**

- 6.1 The work shall be carried out as per CPWD Specifications.
- 6.2 **Pressed Steel Frame / T Iron Frames:** - The work shall be done as per CPWD Specifications. The frames shall be fabricated in approved workshops as at **Sheet VI-12**. The angle and flat iron frames for cupboard shall also be fabricated from the above approved workshops.
- 6.3 **Steel windows / ventilators:** The work shall be done strictly as per CPWD Specifications. Flash butt-welded steel windows / ventilators only shall be provided and shall be procured from the approved manufacturers. The corners should be welded to form a solid fused welded joint conforming to the requirement given below.
- Weld shall be made all along the place of meeting the member.
  - Weld should be properly grounded.
  - Complete cross section of the corner shall form a solid joint with no cavities, free from cracks, under cutting, overlaps, gross porosity and entrapped slag.

All sub dividing and glazing bars shall be tennoned & riveted into the frames i.e. all centre mullion section F4B and glazing section T2, T6 shall not be directly welded to the frames. For this a slot has to be cut in



the frames, the F4B / T2 / T6 section inserted into it & head be hydraulically tennoned & riveted by Tennon Rivetting Machine.

The thickness of projecting type hinges shall not be less than 3.15 mm. For fixing of hinges to outer frame, slot shall be cut, hinges inserted & welded at the back. For non projected type hinges if allowed, the wall thickness shall not be less than 3 mm & total width not less than 40 mm. For fixing, the slot shall be cut in the fixed frames, hinge flap inserted & welded from the back.

The fixing lug shall be as per IS 1038 with adjustable slot & fixed to window frames by screws & nuts. The fixing of unit shall be done as per IS 1081.

6.4 **M.S. Sheet Door** – M.S Sheet shall be in one piece i.e. no joint in M.S. Sheet shall be permitted.

## 7.0 **FLOORING:-**

7.1 All work in general shall be carried out as per CPWD Specifications.

7.2 Whenever flooring is to be done in patterns of tiles and stones, the contractor shall get samples of each pattern laid and approved by the Engineer-in-charge before final laying of such flooring. Nothing extra shall be payable on this account.

7.3 Different stones / tiles used in pattern flooring shall be measured separately as defined in the nomenclature of the item and nothing extra for laying pattern flooring shall be paid over and above the quoted rate. No additional wastage, if any, shall be accounted for any extra payment.

7.4 Samples of flooring stones (Kota/ Marble/ Granite etc.) shall be deposited well in advance with the Engineer-in-Charge for approval. Approved samples should be kept at site with the Engineer-in-Charge and the same shall not be removed except with the written permission of Engineer-in-Charge. No payment whatsoever shall be made for these samples.

7.5 The Marble/ Kota/ Granite or any other stone shall be fully supported by the details establishing the quarry and its location.

7.6 Full width Marble/ Kota/ Granite stone over kitchen platform shall be provided which shall not be less than 900mm long except to adjust for closing pieces. The marble / stone flooring in treads and risers of staircase shall not be less than 1500mm long except to adjust the closing pieces. Nothing extra shall be paid on these accounts

## 7.8 **Ceramic Tiles Flooring**

The tiles shall be procured from the approved manufacture of the approved shade & colour.

The tile shall be conforming to IS-13755 & IS-13753 for floor and wall tiles respectively.

Tiles for dado shall be 200mm x 300mm (minimum size) GROUP-III as approved.

Tiles for flooring shall be 300mm x 300mm (minimum size) GROUP-V Tiles as approved.

Test shall be conducted to satisfy the quality of material as per CPWD Specifications

7.9 The rate of items of flooring is inclusive of providing sunken flooring in bathrooms, kitchen etc. and nothing extra on this account is admissible. The proper gradient shall be given to flooring for toilets, verandah, kitchen, courtyard, etc. as per the directions of Engineer-in-charge.

## 8.5 **GUARANTEE BOND:-**

05 years Guarantee bond in prescribed proforma at **Sheet No. VI-3** shall be submitted by the contractor which shall also be signed by both the specialized agency and the contractor to meet their liability / liabilities under the guarantee bond. If any defect is noticed during the guarantee period, the contractor shall rectify it within 15 days of receipt of intimation of defects in the work. If the defects pointed out are

not attended to within the specified period, the same will be got done from another agency at the risk and cost of contractor.

- 9.0. **FINISHING:-**
- 9.1 The work shall be done in accordance with CPWD Specifications.
- 9.2 All painting material of approved brand and manufacturer shall be brought to the site of work in the original sealed containers. The material brought to the site of work shall be sufficient for at least 30 days of work. The material shall be kept under the joint custody of contractor and representative of the Engineer-in-charge. The empty containers shall not be removed from the site till the completion of the work without permission of the Engineer-in-charge.
- 10.0 **SANITARY INSTALLATIONS /WATER SUPPLY / DRAINAGE:-**
- 10.1 The contractor shall submit schematic drawing of water supply and sanitary installation showing details of layout, including internal water supply and drainage details, showing the detail of water supply lines including fittings diameter wise and fixtures connecting to soil waste through traps and connection of W.C. to main shaft pipe for drainage including its ventilation system for approval of Engineer-in-Charge.
- 10.2 For the work of water supply and sanitary installations, the contractor shall engage the approved licensed plumbers and submit the name of proposed plumbing agencies with their credentials for approval of the Engineer-in-Charge.
- 10.3 The work in general shall be carried out as per CPWD Specifications.
- 10.4 The tendered rates shall include the cost of cutting holes in walls, floors, RCC slabs etc. wherever required and making good the same for which nothing extra shall be paid.
- 10.5 The Centrifugally spun cast iron pipe IS: 3989-1984 wherever necessary shall be fixed to RCC columns, beams etc. with rawl plugs of approved quality and nothing extra shall be paid for on this account.
- 10.6 The pig lead to be used in the jointing should be as per CPWD specifications.
- 10.6(a) The Centrifugally spun cast iron pipe IS: 3989-1984 wherever necessary shall be fixed to RCC columns, beams etc. with rawl plugs of approved quality and nothing extra shall be paid for on this account.
- 10.6.(b) Nothing extra for providing and fixing CP brass caps/ extension pieces wherever required for CP brass fittings shall be paid beyond the rates payable for corresponding CP brass fittings.
- 10.7 The pig lead to be used in jointing should be as per C.P.W.D. Specifications.
- 10.8 **Nothing extra for providing & fixing CP Brass caps /extension pieces wherever required for CP Brass fittings shall be paid beyond the rates payable for corresponding CP Brass fittings**
- 10.9.1 The entire responsibility for the quality of work will however rest with the building contractor only and he shall submit a Guarantee Bond as per Proforma at **Sheet No.VI-4**. 10% (ten percent) of the cost of these items would be retained as security deposit and the amount so deducted would be released after two years from the date of completion of the entire work under the agreement, if the performance of the items is found satisfactory. If any defect is noticed during the guarantee period, the contractor should rectify it within seven days and if not attended to the same will be got done from another agency at the risk and cost of contractor. However, this security deposit can be released in full if bank guarantee of equivalent amount is produced and deposited with the department.

## SECTION – VI

### Annexure

**FORM OF PERFORMANCE SECURITY**  
**BANK GUARANTEE BOND**

In consideration of the President of India (hereinafter called "The Government") having offered to accept the terms and conditions of the proposed agreement 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 security/guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement.

1. We \_\_\_\_\_ (hereinafter referred to as "the Bank) hereby undertake to  
(indicate the name of the bank)  
pay to the Government an amount not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) on demand by the Government.
2. We \_\_\_\_\_ do hereby undertake to pay the amounts due and payable  
(indicate the name of the bank)  
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 Government 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 a valid discharge of our liability for payment there under and the contractor(s) shall have no claim against us for making such payment.

4. We \_\_\_\_\_ further agree that the guarantee herein contained shall  
(indicate the name of the Bank)  
remain in full force and effect 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 Government 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 Government 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 \_\_\_\_\_ further agree with the Government that the government  
(indicate name of the bank)  
shall have the fullest liberty without our consent and without effecting in any manner our obligations hereunder to vary any 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 to postpone for any time or from time to time any of the powers exercisable by the Government against the said contractor(s) and to forbear 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 Government or any indulgence by the Government 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 to the change in the constitution of the Bank or the contractor(s).
7. We \_\_\_\_\_ lastly undertake not to revoke this guarantee except (indicate the name of Bank)  
  
with the previous consent of the Government in writing.
8. This guarantee shall be valid upto \_\_\_\_\_ unless extended on demand by Government. 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 \_\_\_\_\_.

**GUARANTEE BOND TO BE EXECUTED BY THE CONTRACTOR  
FOR REMOVAL OF DEFECTS AFTER COMPLETION IN RESPECT OF  
RENOVATION OF ENTRANCE OF LIBRARY ( CIVIL & ELECTRICAL WORK )**

The agreement made this..... day of ..... (Two Thousand ..... only) ..... between .....S/o .....(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 of the other part, whereby the contractor inter alia, undertook to render the work in the said contract recited structurally stable, leak proof and sound material, workmanship, sealing, finishing etc as specified in bill of quantities .

AND WHEREAS THE GUARANTOR agreed to give a guarantee to the effect that the said work will remain structurally stable, leak proof and guaranteed against faulty material and workmanship, and finishing for two years from the date of completion of work.

NOW THE GUARANTOR hereby guarantee that work executed by him will be free from any leakage, seepage, cracks in pipes and guaranteed against faulty material and workmanship, defective galvanizing for two years to be reckoned from the date after the expiry of maintenance period prescribed in the contract.

The decision of the Engineer-In-Charge with regard to nature and cause of defect shall be final.

During this period of guarantee, the guarantor shall make good all defects and in case of any defect to satisfaction of 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 make good all defects or commits breach thereunder, then the guarantor will indemnify the principal and his successor against all loss, damage, cost expense 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 Government, the decision of the Engineer-in-charge will be final and binding on both the parties.

IN WITNESS WHEREOF these presents have been executed by the obligator ..... and ..... by ..... for and on behalf of the PRESIDENT OF INDIA on the day, month and year first above written.

SIGNED, sealed and delivered by OBLIGATOR in the presence of :-

1..... 2. ....

SIGNED FOR AND ON BEHALF OF THE PRESIDENT OF INDIA BY..... in the presence of :-

1..... 2. ....

## **LIST OF PREFERRED MAKES FOR CIVIL / SANITARY WORKS**

<b>S.No.</b>	<b>Material</b>	<b>Preferred make</b>
<b>CIVIL ITEMS</b>		
1. (i)	Ordinary Portland/Portland Pozzolona Cement (Grey) (43 Grade)	ACC, L&T, Gujarat Ambuja, Vikram, Birla, JK Cement, JP Rewa., Shree, J.K. Lakshmi, M/s Binani Cement.
(ii)	White Cement	Birla White / J. K. White
(iii)	Synthetic Enamel Paint	ICI ( Dulux ), Nerolac , Berger, Asian Paints, Shalimar
(iv)	Aluminum Sections	Hindalco/ Jindal / Balco

### **PUBLIC HEALTH ITEMS**

5.	CP Fittings/Mixer Pillar taps Washers	: Kingston, Gem, Parko, Techno, JAL, Sieko, ESS ESS JAQUAR, Crabtree, NOVA EXCEL
6.	CP Accessories	: Kingston, Parko, Gem, JAL, Seiko, ESS ESS. JAQUAR
9.	G.I. Pipes	: B.S.T., Jindal (Hissar), Tata Steel Tubes Ltd., Prakash Surya
10.	G.I. Fittings	: Unik, KS, AMCO, AVR, NVR, RR, SUW

### **ELECTRICAL ITEMS**

20.	Electric Cables	) : Finolex, Havells
21.	Main Switch	: Havells, Standard, Crompton
22.	MCCB/ELCCB/Shut-Cabacter	: L&T, ABB, Siemens, GE, Havells
23.	Metering Equipments	: AE/L&T/BCH.
24.	On-Off Sleetor	: L&T/BCH.

## TABLE OF MILE STONE (S)

**Name of Work:- RENOVATION OF ENTRANCE OF LIBRARY AT PEC UNIVERSITY OF TECHNOLOGY**

Para (A) In Physical / Financial Terms: -

<b>Milestone Programme</b>			
<b>Sl. No.</b>	<b>Gross Work Done Of Total Work Allotted</b>	<b>Time Allotted (From date of start)</b>	<b>Amount to be withheld in case of non-achievement of milestone</b>
1.	25 %	15 days	1.25% of Tended Amount
2.	50 %	30 days	1.25% of Tended Amount
3.	75 %	45 days	1.25% of Tended Amount
4.	Completion of work i/c testing etc. complete	60 days	1.25% of Tended Amount

**Para (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

**Rs. 5,71, 339 /-**