

INDEX

Name of work: *Acquisition of Stock, under EE, CD, APWD, Diglipur during 2026-27.*
Sub work:- *Carriage of materials from Central Store, Phoenix Bay, Sri. Vijaya Puram to Division Store at Aerial Bay Diglipur.*

S. NO.	DETAILS	PAGE NO.
1	Index	1
2	Notice Inviting e-Tender	3
3	Information and Instruction to bidders	5
4	N.I.T (Form CPWD-6)	7
5	Form of Earnest Money (BANK GUARANTEE)	13
6	Item Rate Tender (form CPWD-8)	15
7	Proforma of schedule A to F	17
8	General Rules and directions	23
9	Conditions of Contract	27
10	Special Terms of Conditions	31
11	Bank guarantee for PG / SD / Mobilization	33
12	Dispute resolution	35
13	Schedule of Quantity	37

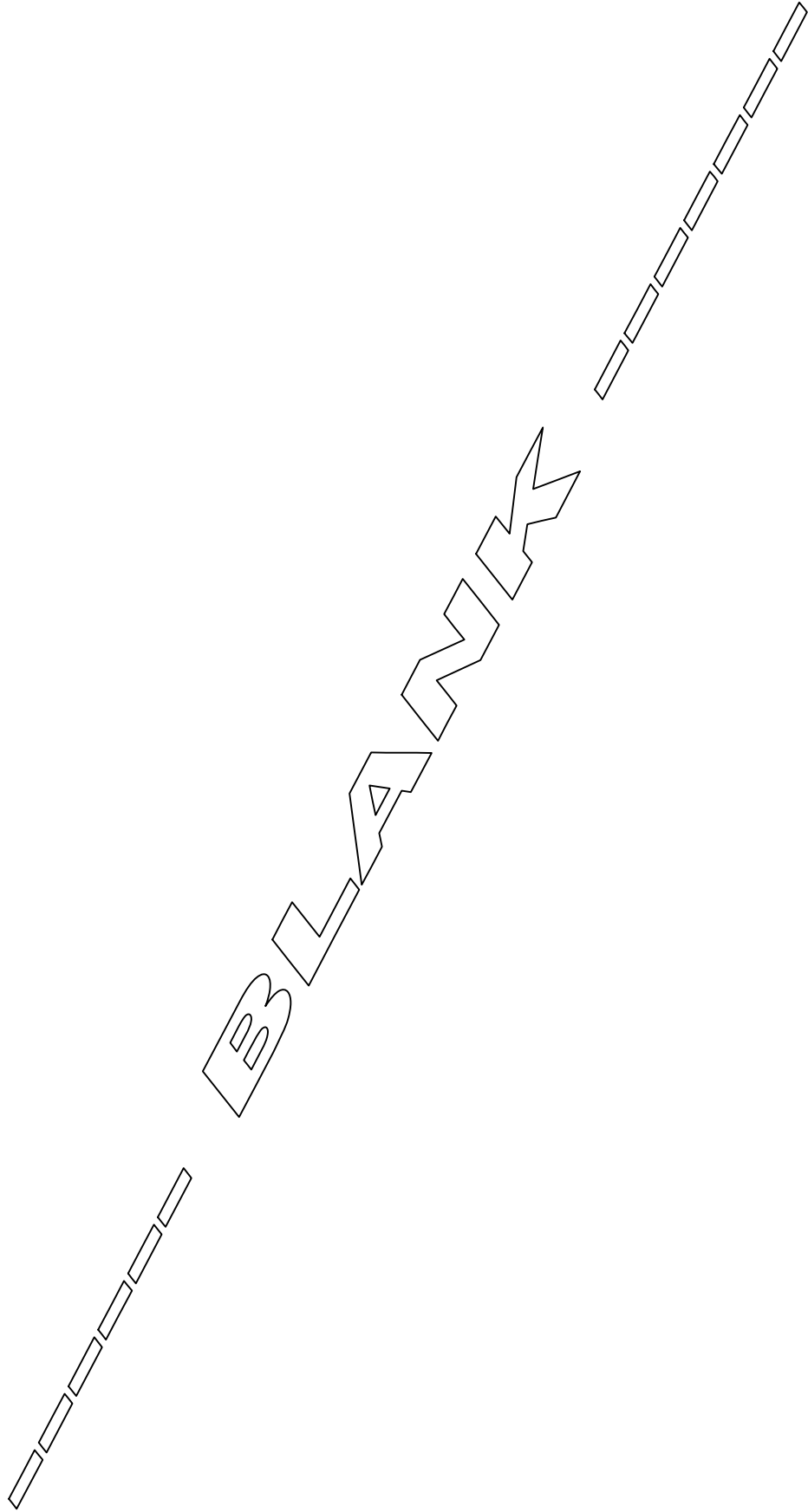
This e-tender document contains 1 to 38 pages.

The e-tender document approved ₹ 6,14,833/- (Rupees Six lakh fourteen thousand eight hundred and thirty three only).

A-Nil
D-Nil
C-Nil
O-Nil

Contractor

Executive Engineer
CD, APWD, Diglipur



A-Nil
D-Nil
C-Nil
O-Nil

Contractor

Executive Engineer
CD, APWD, Diglipur

OFFICE OF THE EXECUTIVE ENGINEER
CONSTRUCTION DIVISION,
APWD, DIGLIPUR, NORTH ANDAMAN

Notice Inviting e- Tender

The Executive Engineer, Construction Division, APWD, Diglipur invites on behalf of President of India, online Percentage rate bid from Vehicle owners, Transport firms & experienced contractor for following work-

NIT No. :-57/EE/CD/APWD/DP/2025-26

Name of work: *Acquisition of Stock, under EE, CD, APWD, Diglipur during 2026-27.
Sw:- Carriage of materials from Central Store, Phoenix Bay, Sri.
Vijaya Puram to Division Store at Aerial Bay Diglipur .*

Estimated Cost: **₹6,14,833/-**

Earnest money:- ₹12,297/-

Time of completion:- **06 (Six) months**

Bid Document Publishing Date: **30-04-2026 upto 17:45 hrs**

Bid Document Download/Start Date: **30-04-2026 17:50 hrs**

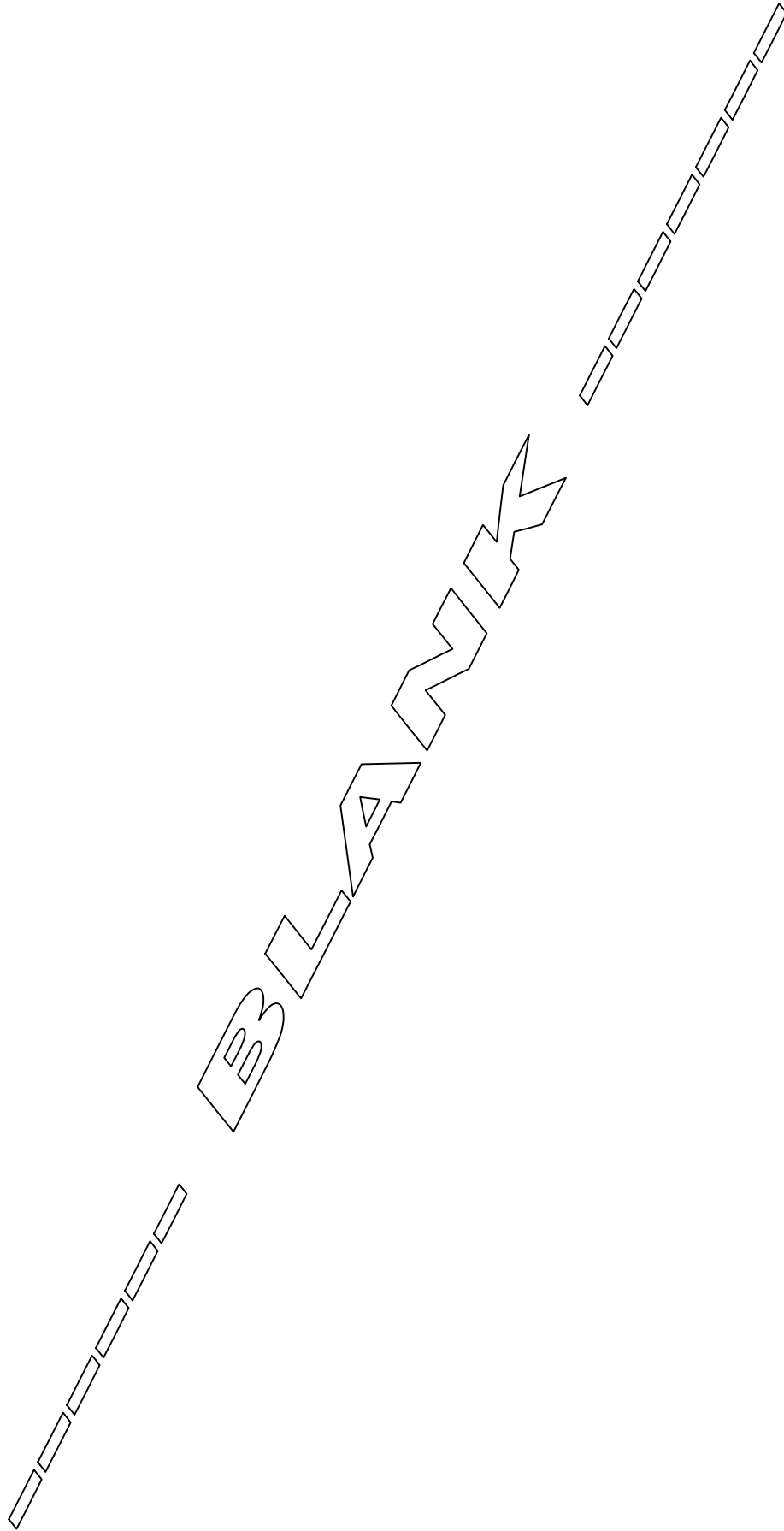
Bid Submission Start Date: **02-05-2026 10:00 hrs**

Bid Submission End Date: **07-05-2026 upto (15:00 hrs)**

Bid Opening Date: **07-05-2026 (15:30 hrs)**

The e-tender forms and other details can be obtained from the website
<https://eprocure.andamannicobar.gov.in>

Executive Engineer,
Construction Division,
APWD, Diglipur,
North Andaman.



A-Nil
D-Nil
C-Nil
O-Nil

Contractor

Executive Engineer
CD, APWD, Diglipur

**INFORMATION AND INSTRUCTIONS FOR BIDDERS FOR
e- TENDERING FORMING PART OF BID DOCUMENT AND TO BE POSTED ON WEBSITE
(Applicable for inviting open Bids)**

The Executive Engineer, Construction Division, APWD, Diglipur invites on behalf of President of India, online Percentage rate bid from Vehicle owners, Transport firms & experienced contractor for following work:-

Sl. No.	NIT No. & Name of work	Estimated Cost	Earnest money	Period Of Completion	Last date & time of Submission of Bid online	Period during which certified copies of scanned and uploaded documents shall be Submitted.	Time & date of opening of Bid
1	NIT No. 10/EE/CD/APWD/DP/2026-27 Acquisition of Stock, under EE, CD, APWD, Diglipur during 2026-27. Sw:- Carriage of materials from Central Store, Phoenix Bay, Sri. Vijaya Puram to Division Store at Aerial Bay Diglipur.	₹ 6,14,833/-	₹ 12,297/-	06 (Six) Months	Up to 15:00 hrs on 07-05-2026	The Original EMD along with the certified copy of all the scanned & uploaded documents shall have to be deposited in the office of Executive Engineer before bid submission end date and time.	15:30 hrs on 07-05-2026

- Supplier who fulfill the following requirement shall be eligible to apply :
- The intending bidder must read the terms and conditions carefully. He should only submit his bid if he considers himself eligible and he is in possession of all the documents required.
- Information and Instructions for bidders posted on website shall form part of bid document.
- The bid document consisting of various types of items to be supplied and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen in the office of the Executive Engineer, CD, APWD, Diglipur and e-Tender documents can be downloaded from website <https://eprocure.andamannicobar.gov.in>.
- The bid can only be submitted after uploading the mandatory scanned documents such as Demand Draft or Pay Order or Banker's Cheque or Fixed Deposit Receipts and Bank Guarantee of any Scheduled Bank towards EMD in favour of respective Executive Engineer and other documents as specified.
- Those bidders not registered in the official e-tendering Website of A&N Administration <https://eprocure.andamannicobar.gov.in> in are required to get registered beforehand for participating in the e-Tender process.
- The intending bidder must register in the official e-tendering portal <https://eprocure.andamannicobar.gov.in> and must have valid Class-III digital signature to submit the bid.
- On opening date, the supplier can login and see the bid opening process, after opening of all bids he will receive the competitor bid sheets.

A-Nil
D-Nil
C-Nil
O-Nil

Contractor

Executive Engineer
CD, APWD, Diglipur

9. Bidder can upload documents on the form of JPG format and PDF format.
10. If a tenderer does not quote any percentage above/ below/ at par on the total amount of the tender or any section/sub head in percentage rate tender, the tender shall be treated as invalid and will not be considered as lowest tenderer.
11. The Executive Engineer, Construction Division, APWD, Diglipur reserves the right to accept / reject any or all the tenders without assigning any reason thereof and also does not bind himself to accept the lowest bidder.

List of Mandatory Documents to be scanned and uploaded within the period of bid submission:

1. Scanned copy of EMD.
2. Scanned copy of valid documents of vehicles [(i) Registration Certificate, (ii) Road Tax Certificate, (iii) Insurance certificate, (iv) Valid route permit) shall be uploaded in single file.
3. Scanned copy of Ownership of Truck / Lease agreement with a Bonafide owner of Truck, Certificate of experience.
4. Scanned copy of Registration for GST (Goods and Service Tax).

All the intending bidders must submit the original EMD physically along-with mandatory documents (certified by the bidder) in the office of the Executive Engineer concerned on the opening date before opening of the bid and in the event of non-submission of original EMD along-with mandatory documents the e-tender will be rejected summarily.

In case if EMD is drawn in the form of Treasury Challan/Demand Draft/Pay Order or Banker's Cheque the same to be drawn in favour of Executive Engineer, Construction Division, APWD, Diglipur.

The E-tender forms and other details can be obtained from the <https://eprocure.andaman.gov.in>

Executive Engineer,
Construction Division,
APWD, Diglipur.

NOTICE INVITING TENDER		APWD
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CPWD-6 FOR E-TENDERING

GOVERNMENT OF INDIA

ANDAMAN PUBLIC WORKS DEPARTMENT

NOTICE INVITING TENDER / BID

1. *The Executive Engineer, Construction Division, APWD, Diglipur invites on behalf of President of India, online Percentage rate bid from Vehicle owners, Transport firms & experienced contractor for following work of “Acquisition of Stock, under EE, CD, APWD, Diglipur during 2026-27. Sw:- Carriage of materials from Central Store, Phoenix Bay, Sri. Vijaya Puram to Division Store at Aerial Bay Diglipur”.*
 - 1.1 The work is estimated to cost **₹ 6,14,833/-** (Rupees Six lakh fourteen thousand eight hundred and thirty three only) This estimate, however, is given merely as a rough guide.
 - 1.1.1 The authority competent to approve NIT for the combined cost and belonging to the major discipline will consolidate NITs for calling the bids. He will also nominate Division which will deal with all matters relating to the invitation of bids. For composite bid, besides indicating the combined estimated cost put to bid, should clearly indicate the estimated cost of each component separately. The eligibility of bidders will correspond to the combined estimated cost of different components put to bid.
 - 1.2 Intending bidders is eligible to submit the bid provided he has definite proof from the appropriate authority, which shall be to the satisfaction of the competent authority, of having satisfactorily completed similar works of magnitude specified below:-

Criteria of eligibility for submission of bid documents

A-Nil
D-Nil
C-Nil
O-Nil

Contractor

Executive Engineer
CD, APWD, Diglipur

NOTICE INVITING TENDER	APWD
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2. Agreement shall be drawn with the successful bidder on prescribed Form No. C.P.W.D. Form 9 which is available as a Govt. of India Publication and also available on website <https://eprocure.andamannicobar.gov.in>. Bidders shall quote his rates as per various terms and conditions of the said form which will form part of the agreement.

3. The time allowed for carrying out the work will be **06 (Six) months** from the date of Start as defined in Schedule "F" or from the first date of handing over of the site, whichever is later, in accordance with the phasing, if any, indicated in the bid documents.

4. (i) The site for the work is available.

OR

The site for the work shall be made available in parts specified below: -

(ii) ~~The tentative plan/drawing is annexed with this document.~~

Or

~~The architectural and structural drawing shall be made available in phased manner, as per requirement of the same as per approved program of completion submitted by the supplier after award of the work~~

5. The bid document consisting of specifications, the schedule of quantities of the various classes of work to be done and the set of terms & conditions of contract to be complied with and other necessary documents can be seen in the website <https://eprocure.andamannicobar.gov.in>

6. After submission of the bid the supplier can re- submit revised bid any number of times but before last time and date of submission of bid as notified.

7. While submitting the revised bid, supplier can revise the rate of one or more item(s) any number of times (he need not reenter rate of all the items) but before last time and date of submission of bid as notified.

~~8. When bids are invited in three stage system and if it is desired to submit revised financial bid then it shall be mandatory to submit revised financial bid. If not submitted then the bid submitted earlier shall become invalid.~~

9. ***EMD in the form of Treasury Challan or Demand Draft or Pay order or Banker's cheque (drawn in favour of Executive Engineer, Construction Division, APWD, Diglipur) or Fixed deposit Receipt (drawn in favour of Executive Engineer, Construction Division, APWD, Diglipur) shall be scanned and uploaded to the e- Tendering website within the period of bid submission.***

NOTICE INVITING TENDER	APWD
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Scanned copies of the EMD and other mandatory documents as specified shall be uploaded to the e-tendering website by the bidder up to the specified bid submission date and time.

All the intending bidders must submit the following mandatory documents certified by the bidder in the Office of the Executive Engineer, CD, APWD, Diglipur before opening of the bid:-

1. Original EMD.
2. Certified copy of valid documents of vehicles [(i) Registration Certificate, (ii) Road Tax Certificate, (iii) Insurance certificate, (iv) Valid route permit) shall be uploaded in single file.
3. Certified copy of Ownership of Truck / Lease agreement with a Bonafide owner of Truck, Certificate of experience.
4. Certified copy of Registration for GST (Goods and Service Tax)

In the event of non submission of the above documents before the specified bid submission date their e-tender will be summarily rejected.

“Incase if EMD is drawn in the form of Treasury Challan/ Demand Draft / Pay Order or Banker’s Cheque the same to be drawn in favour of Executive Engineer, Construction Division, APWD, Diglipur”.

The bid submitted shall be opened at **15:30 hrs on 07-05-2026**

10. The bid submitted shall become invalid and e-tender processing (if any) shall not be returned if:
 - (i) The bidder is found ineligible.
 - (ii) The bidder does not submit original EMD and mandatory document on or before the specified bid submission date and time.
 - (iii) The bidder does not upload all the mandatory documents as stipulated in the bid document.
 - (iv) If any discrepancy is noticed between the documents as uploaded at the time of submission of bid and hard copies as submitted **physically by the bidder** in the office of bid opening authority.
11. The Bidder whose bid is accepted will be required to furnish performance guarantee of 5% (Five Percent) of the bid amount within the period specified in Schedule F, this guarantee shall be in the form of cash (in case guarantee amount is less than ₹10,000/-) or deposit at call receipt of any scheduled bank/bankers cheque of any scheduled bank/demand Draft of any scheduled bank/pay order of any scheduled bank (in case guarantee amount is less than ₹1,00,000/-) or Government securities of fixed deposit receipts or guarantee bonds of any Scheduled Bank or the State Bank of India in accordance with the prescribed form. In case the bidder fails to deposit the said performance guarantee within the period as indicated in schedule ‘F’, including the extended period if any, the bidder will debar in participation in any tender for period of three months.

NOTICE INVITING TENDER	APWD
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10. The description of the work is as follows: -

“Acquisition of Stock, under EE, CD, APWD, Diglipur during 2026-27. Sw:- Carriage of materials from Central Store, Phoenix Bay, Sri. Vijaya Puram to Division Store at Aerial Bay Diglipur”

Intending bidders are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their bids 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 bid. A bidder shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. The bidder 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 executing the work unless otherwise specifically provided for in the contract documents. Submission of a bid by a bidder implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plant, etc. will be issued to him by the Government and local conditions and other factors having a bearing on the execution of the work.

11. The competent authority on behalf of the President of India does not bind itself to accept the lowest or any other bid and reserves to itself the authority to reject any of all the bids received without the assignment of any reason. All bids in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the bidders shall be summarily rejected.
12. Canvassing whether directly or indirectly, in connection with bidders is strictly prohibited and the bids submitted by the supplier who resort to canvassing will be liable to rejection.
13. The competent authority on behalf of President of India reserves to himself the right of accepting the whole or any part of the bid and the bidders shall be bound to perform the same at the rate quoted.
14. The supplier shall not be permitted to bid for works, in the APWD Circle (responsible for award and execution of contracts) in which his near relative is posted as Divisional Accountant or as an officer in any capacity between the grades of Superintending Engineer and Junior Engineer (both inclusive). He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any gazetted officer in the Central Public Works Department or in the Ministry of Urban Development. Any breach of this condition by the supplier would render him liable to be removed from the approved list of supplier of this Department.
15. The bid for the works shall remain open for acceptance for a period of Sixty (60) days from the date of opening of bids ~~Ninety (90) days from the date of opening of financial bid in case tenders are invited one 2/3 envelope system/One hundred and twenty (120) days from the date of opening of technical bid in case bids are invited on 3 bid system for specialized work (strike out as the case may be)~~. If any bidders withdraws his bid before the said period or issue of letter of acceptance, which-ever is earlier, or makes any modifications in the terms and conditions of the bid which are not acceptable to the department then the Government shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid. Further the bidders shall not be allowed to participate in the rebidding process of the work.

A-Nil
D-Nil
C-Nil
O-Nil

Contractor

Executive Engineer
CD, APWD, Diglipur

16. This Notice inviting bid shall form a part of the contract document. The successful bidders/supplier, on acceptance of his bid by the Accepting authority, shall within 15 days from the stipulated date of start of the work, sign the contract consisting of: -
- a. The Notice inviting bid, all the documents including, additional conditions, specification and drawing, if any are forming the bid as uploaded at the time of invitation of bid and acceptance thereof together with any correspondence leading thereto.
 - b. Standard C.P.W.D. Form 9.

17. For Composite Bids

- 20.1.1 The Department will fix only one agency i.e. the main supplier for the work who will be responsible for execution of entire work. This supplier will be fixed by inviting bids under two/three envelopes system as described under para 15.7 of the manual.
- 20.1.2 The bid document will include following three components:
 Part A :- CPWD -6, CPWD - 7/8 including schedule A to F for major component of the work, Standard General Conditions of Contract for CPWD 2023 Construction Works or latest edition as applicable with all amendments/ modifications as applicable.
 Part B: - General/specific conditions, specifications and schedule of quantities applicable to major component of the work.
 Part C:- Schedule A to F for minor component of the work, (where SE/EE 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/components of the work.
 Schedules for minor components of the work will be supplied by technical sanctioning authority of the discipline well in time to be included in the main bid. Approval of bid document of Composite works shall be accorded by the major component authority and the cost component of other than major head shall not be considered for the purpose of financial power as there is merely compilation of different heads for the purpose of bid document
- 20.1.3 The bidders must associate himself, with agencies of the appropriate class eligible to bid for each of the minor component individually.
- 20.1.4 The eligible bidders shall quote rates for all items of major component as well as for all items of minor components of work
- 20.1.5 After acceptance of bid by the competent authority, the EE in-charge of the major component of the work shall issue letter of award on behalf of the President of India. After the work is awarded, the main supplier will have to enter into one agreement with EE in-charge of major component and has also to sign two or more copies of agreement depending upon number of EE's/DDH in charge of minor components. One such signed set of agreement shall be handed over to EE/DDH in-charge of minor component (s). EE of major component will operate Part A and Part B of the agreement. EE/DDH in charge of the minor component(s) shall operate Part C along with Part A of the agreement.
- 18.** 20.1.6 Entire work under the scope of composite bid including major and all minor components shall be executed under one agreement.

20.1.7	Security deposit will be worked out separately for each component corresponding to the estimated cost of the respective component of work.
20.1.8	The Department will lay down eligibility criteria for agencies responsible for execution of minor components of works. Agencies to be engaged by the main supplier shall have to fulfill the laid down criteria. In case the main supplier himself meets the required eligibility criteria as laid down by the Department for any minor component(s) of work, he shall be allowed to execute the same after due verification etc.
20.1.9	In case the main supplier intends to change any of the above agency/agencies during the operation of the contract, he shall obtain prior approval of respective Engineer-in-Charge/DDH of the agreement. The new agency/agencies shall also have to satisfy the laid down eligibility criteria. In case Engineer-in-Charge of respective discipline is not satisfied with the performance of any agency, he can direct the supplier to change the agency executing such items of work and this shall be binding on the supplier.
20.1.10	The main supplier has to enter into agreement with supplier associated with him for execution of minor component(s). copy of such agreement shall be submitted to DD/DDH in charge of major component. In case of change of associate supplier, the main supplier has to enter into agreement with the new supplier associated with him.
20.1.11	Running payment for the major component shall be made by EE of major discipline to the main supplier Running payment for minor components shall be made by the EE/DDH in charge of the discipline of minor component directly to the main supplier.

20.1.12A The composite work shall be treated as complete when all components of the work is complete. The completion certificate of the composite work shall be recorded by the Engineer-in-charge of major component after record of completion certificate of all other components.

20.1.12B Final bill of whole work shall be finalized and paid by the EE of major component. Other EEs/DD(H) will prepare and pass the final bill for their component of work and pass on the same to the EE of major component for including in the final bill for composite work.

20.1.13 Arbitration case shall be handled by the EE of the major discipline along with the support of the minor discipline.

21 **The word CPWD wherever appears may be read as APWD.**

*Signature of Divisional Officer
For & on behalf of President of India*

A-Nil
D-Nil
C-Nil
O-Nil

Contractor

Executive Engineer
CD, APWD, Diglipur

FORM OF EARNEST MONEY (BANK GUARANTEE)

WHEREAS, contractor (Name of contractor) (Hereinafter called “the contractor”) has submitted his bid dated (Date) for the construction of (Name of work) (Hereinafter called “the Bid’)

KNOW ALL PEOPLE by these presents that we(Name of bank) having our registered office at (Hereinafter called “the Bank”) are bound unto (Name and division of Executive Engineer) (Hereinafter called “the Engineer-in-charge.

SEALED with the Common Seal of the said Bank this day of Charge”) in the sum of Rs. (Rs. in words) for which payment well and truly to be made to the said Engineer-in-Charge the Bank binds itself, his successors and assigns by these presents20.....

THE CONDITIONS of this obligation are:

- (1) If after bid opening the Contractor withdraws, his bid during the period of validity of bid (including extended validity of bid) specified in the Form of Bid.
- (2) If the contractor having been notified of the acceptance of his bid by the Engineer-in- Charge.
 - (a) Fails or refuses to execute the Form of Agreement in accordance with the Instructions to contractor, if required; OR
 - (b) furnish the Performance Guarantee, in accordance with the provisions of bid document and Instructions to contractor, OR

We undertake to pay to the Engineer-in-Charge up to the above amount upon receipt of his first written demand, without the Engineer-in-Charge having to substantiates his demand, provided that in his demand the Engineer-in-Charge will note that the amount claimed by his is due to him owing to the occurrence of one or any of the above conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date* after the deadline for submission of bid as such deadlines is stated in the Instructions to contractor or as it may be extended by the Engineer-in-Charge, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

DATE

SIGNATURE OF THE BANK

WITNESS

SEAL

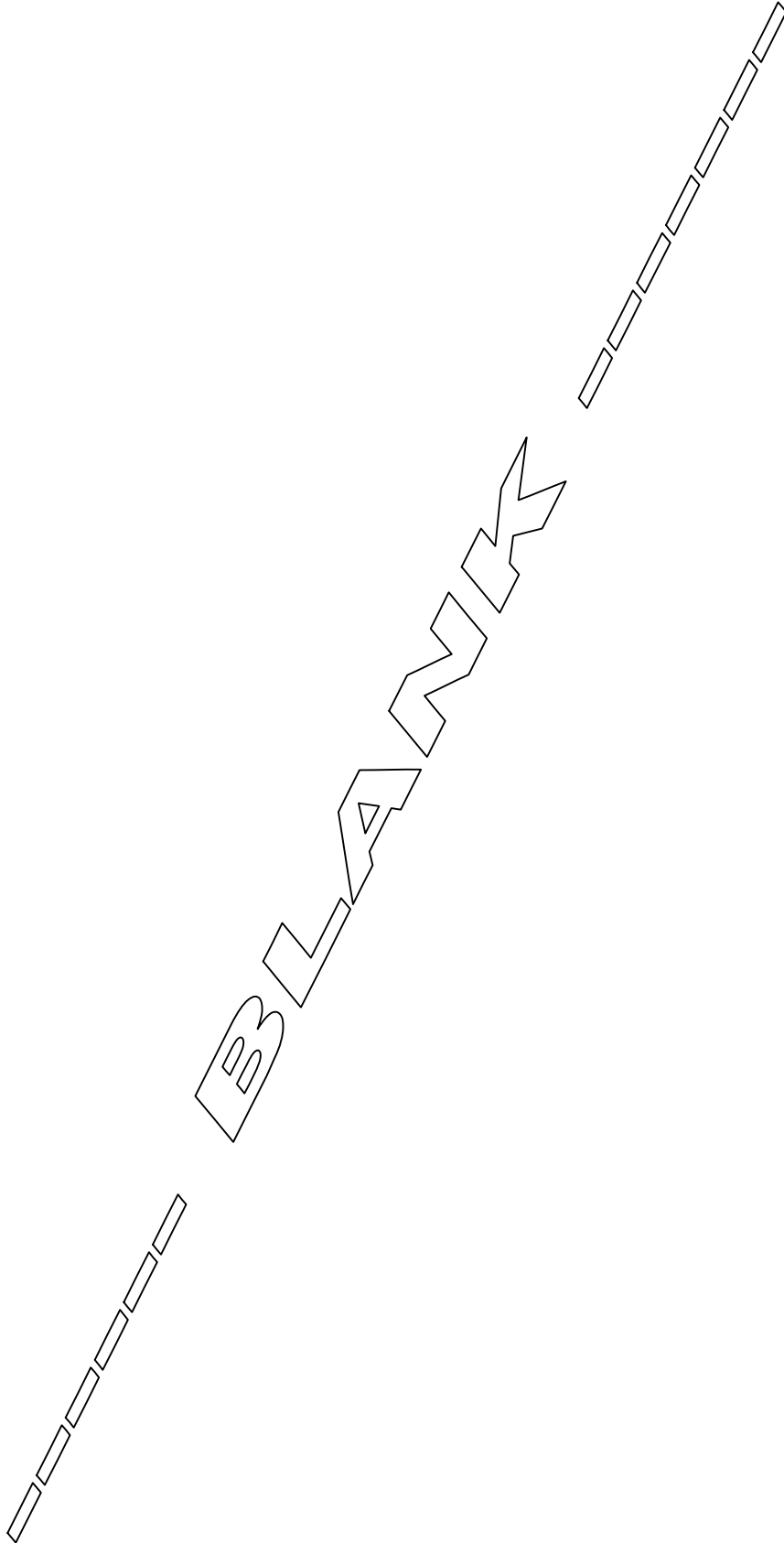
(SIGNATURE, NAME AND ADDRESS)

***Date to be worked out on the basis of validity period of 6 months from last date of receipt of bid.**

A-Nil
D-Nil
C-Nil
O-Nil

Contractor

Executive Engineer
CD, APWD, Diglipur



A-Nil
D-Nil
C-Nil
O-Nil

Contractor

Executive Engineer
CD, APWD, Diglipur

TENDER & CONTRACT	APWD
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CPWD 8

**GOVERNMENT OF INDIA
ANDAMAN PUBLIC WORKS DEPARTMENT**

STATE : A & N ISLANDS	CIRCLE : CC-I
BRANCH : B & R	DIVISION : CD, APWD, Diglipur
ZONE : A & N ISLANDS	SUB-DIVISION : I

ITEM RATE TENDER & CONTRACT FOR WORKS

- (A) Tender for the work of: *“Acquisition of Stock, under EE, CD, APWD, Diglipur during 2026-27. Sw:- Carriage of materials from Central Store, Phoenix Bay, Sri. Vijaya Puram to Division Store at Aerial Bay Diglipur”.*
- (i) To be submitted/uploaded by **15:00 hours** on **02-05-2026 to 07-05-2026** Office of the Executive Engineer, CD, APWD, Diglipur/upload at ***www.eprocure.andamannicobar.gov.in***
- (ii) To be opened in presence of bidders who may be present at **15:30 hours** on **07-05-2026** in the office of the Executive Engineer, CD, APWD, Diglipur.

Issued to.....
(Contractor)

Signature of Officer issuing the documents

Designation

Date of issue

TENDER

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 & 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 respect with the specifications, designs, drawing 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 respect of accordance with, such conditions so far as applicable.

We agree to keep the tender open for sixty (60) days from the due date of its opening in case of single bid system / ~~Ninety(90) days from the date of opening of technical bid in case tenders are invited on 2 bid/envelop system/ One hundred twenty(120) days from the date of opening of technical bid in case bids are invited on 3 bid/envelop system for specialized work~~ (strike out as the case may be) and not to make any modification in its terms and conditions.

A-Nil
D-Nil
C-Nil
O-Nil

Contractor

Executive Engineer
CD, APWD, Diglipur

TENDER & CONTRACT	APWD
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A sum of ₹ 12,297/- is hereby forwarded in cash/receipt treasury challan/deposit at call receipt of a scheduled bank/fixed deposit receipt of scheduled bank/demand draft of a scheduled bank/bank guarantee issued by a scheduled bank as earnest money/A copy of earnest money in receipt treasury challan/deposit at call receipt of a scheduled bank/fixed deposit receipt of scheduled bank/demand draft of a scheduled bank/bank guarantee issued by a scheduled bank is scanned and uploaded (**strike out as the case may be**). If I/We, fail to furnish the prescribed performance guarantee within prescribed period, I/We agree that the said President of India or his successors, in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Further, if I/We fail to commence work as specified, I/ We agree that President of India or the successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said performance guarantee absolutely. The said Performance Guarantee shall be a guarantee to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to those in excess of that limit at the rates to be determined in accordance with the provision contained in Clause 12.2 and 12.3 of the tender form.

Further, I/We agree that in case of forfeiture of EMD/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 therefrom to any person other than a person to whom I/We am/are 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:

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 `..... (Rupees)

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

- a)
- b)
- c)

For &on behalf of the President of India

Signature

Designation

Dated

A-Nil
D-Nil
C-Nil
O-Nil

Contractor

Executive Engineer
CD, APWD, Diglipur

PERFORMA OF SCHEDULES	APWD
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PROFORMA OF SCHEDULES

(Separate Performa for Civil, Elect.& Hort. Works in case of Composite Tenders)

SCHEDULE 'A'

Schedule of quantities (as per PWD – 3) **Refer Page (37 to 37)**

SCHEDULE 'D'

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

SCHEDULE 'E'

Reference to General Conditions of contract 2023 Maintenance works incorporating correction slips issued up to the last date of receipt of the tender

i) Name of work: *Acquisition of Stock, under EE, CD, APWD, Diglipur during 2026-27. Sw:- Carriage of materials from Central Store, Phoenix Bay, Sri. Vijaya Puram to Division Store at Aerial Bay Diglipur.*

Estimated cost of work: **₹ 6,14,833/-**

Earnest money **₹ 12,297/- (to be returned after receiving performance guarantee)**

ii) Performance Guarantee

(a) 5% of tendered value or Estimated Cost put to tender (ECPT) (Whichever is higher).

(b) Where the tendered amount is less than eighty percentage (80%) of the Estimated Cost Put to Tender (ECPT), the Performance Guarantee, in addition to the requirement under (a) above, shall be increased by an amount equal to the difference between eighty percentage (80%) of the ECPT and the tendered amount.

iii) Security Deposit 2.5% of tendered value

SCHEDULE 'F'

GENERAL RULES & DIRECTIONS:

Officer inviting tender Executive Engineer
CD, APWD, Diglipur

Maximum percentage for quantity of items of work to be executed beyond which rates are to be Determined in accordance with clauses 12.2 & 12.3 See below

A-Nil
D-Nil
C-Nil
O-Nil

Contractor

Executive Engineer
CD, APWD, Diglipur

PERFORMA OF SCHEDULES	APWD
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Definitions:

2 (v) Engineer-in-charge	Executive Engineer, CD, APWD, Diglipur
2 (viii) Accepting Authority	Executive Engineer, CD, APWD, Diglipur
2 (x) Percentage on cost of materials and Labour to cover all overheads and profits	7.5%
2 (xi) Standard Schedule of Rates	Market Rate
2 (xii) Department	A.P.W.D
9 (ii) Standard CPWD contract Form GCC 2023 Construction Works CPWD form 7/8 as modified & corrected upto date	<u>Last date of submission of bid.</u>

Clause 1

i) Time allowed for submission of Performance Guarantee, Program Chart (Time and progress) and applicable labour license, registration with, EPFO, ESIC and BOCW Welfare Board or proof of applying thereoffrom the date of issue of letter of acceptance.	07 Days
ii) Maximum allowable extension with late fee @ 0.1% per day of Performance Guarantee amount beyond the period providedin (i) above	07 Days

Clause 2

Authority for fixing compensation under clause 2	Superintending Engineer CC-I, APWD, SVP.
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Clause 2A

Whether Clause 2 / Clause 2A	Yes
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Clause 5

Number of days from the date of issue of letter of acceptance for reckoning date of start	14 days
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A-Nil
D-Nil
C-Nil
O-Nil

Contractor

Executive Engineer
CD, APWD, Diglipur

PERFORMA OF SCHEDULES		APWD
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Milestone(s) as per table given below

Sl No.	Description of Milestone (Physical)	Time allowed in days (from date of start)	Amount to be with-held in case of non achievement of milestone
1	20% of work	48 days	1% of tendered value
2	40% of work	96 days	1% of tendered value
3	60% of work	144 days	1% of tendered value
4	80% of work	192 days	1% of tendered value
5	100% of work	240 days	1% of tendered value

Time allowed for execution of work 06 (Six) Months.

Authority to decide:

- (i) Extension of time..... (Engineer in charge or Engineer in Charge of Major components in case of Composite Contracts, as the case may be.)
- (ii) Rescheduling of milestones.....(Superintending Engineer in Charge or Superintending Engineer in Charge of Major Component in case of Composite Contracts, as the case may be.)
- (iii) Shifting of date of start in case of delay in handing over of site (Superintending Engineer /PM/CPM in Charge or Superintending Engineer in Charge of Major Component in case of Composite Contracts, as the case may be.)

PROFORMA OF SCHEDULES CLAUSE 5 schedule of handing over of site

Part	Portion of Site	Description	Time period for handing over reckoned from date of issue of letter of intent
Part A	Portion with any hindrance		
Part B	Portions with encumbrances		
Part C	Portions dependent on work of other agencies		

Clause 5:

Applicable clause 5 / Clause 5A

5A

Clause 6 :Computerized Measure Book (CMB) /

Electronic Measurement Book (EMB) Mode

Of measurement :

CMB

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

10 % of Agreement Amount

Clause 7A

Whether clause 7A shall be applicable

Yes/No

A-Nil
D-Nil
C-Nil
O-Nil

Contractor

Executive Engineer
CD, APWD, Diglipur

PERFORMA OF SCHEDULES		APWD
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Clause 8A

Authority to decide compensation on account if contractor fails to submit completion plans

Superintending Engineer

Clause 10A

List of testing equipment to be provided by the contractor at site lab

For Building Work/ Concrete Works	For Road Works
1) Concrete testing hammer.	1) Physical balance with set of weights
2) Cube mold of size 15 x 15 x 15 cm	2) Oven electrically operated, thermostatically controlled upto 200°C
4) Slump cone with tamping rod and non absorbent platform.	3) Graduated Glass Measuring Cylinder – 500CC Capacity.
4) Glass Measuring Cylinder – 500 CC Capacity.	4) Brass and Metal sieve of required size for testing coarse and fine aggregate as per IS:460- 1962
5) Weighing Balance with required brass and metal weights	5) Thermometer calibration upto 250°C
6) Brass and Metal sieve of required size for testing coarse and fine aggregate as per IS : 460-1962	6) Metal template of required camber and width – 2 Nos.
7) Vernier caliper	7) Sand pouring cylinder with control funnel and tube complete as per IS 2720-Part XXVIII-1974.
8) Screw Gauge	

Clause 10B (ii)

Whether clause 10 B (ii) shall be applicable

No

Clause 10 C

Component of Labour, expressed as percent of value of work

No

PROFORMA OF SCHEDULES CLAUSE 5 schedule of handing over of site

Part	Portion of Site	Description	Time period for handing over reckoned from date of issue of letter of intent
Part A	Portion with any hindrance		
Part B	Portions with encumbrances		
Part C	Portions dependent on work of other agencies		

Clause 10 CC –Applicable/ Not Applicable

Not Applicable

Schedule of component of other Materials, Labour etc. for price escalation.

Component of civil (except materials covered

under clause 10CA) /Electrical construction Xm %

value of work. -

Component of Labour -

expressed as percent of total value of work. Y %

Note : Xm% should be equal to (100) - (materials covered under clause 10CA i.e. Cement, Steel, POL and other material specified in clause 10CA + Component of Labour)

A-Nil
D-Nil
C-Nil
O-Nil

Contractor

Executive Engineer
CD, APWD, Diglipur

PERFORMA OF SCHEDULES	APWD
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Clause 11

Specifications to be followed for execution of work

CPWD specifications 2019 Vol-I&II with correction slips up to date the last date of receipt of tenders.

Clause 12

Authority to decide deviation upto 1.5 times of tendered amount

SE, CC-I / CE, APWD

12.2&12.3 Deviation Limit beyond which clause 12.2 shall apply for Building work.

No limit

12.5(i) Deviation Limit beyond which clauses 12.2 & 12.3 shall apply for foundation work (except items mentioned in earth work subhead in DSR and related items)

100 %

(ii) Deviation Limit for items mentioned in earth work subhead of DSR and related items

100 %**Clause 16**

Competent Authority for deciding reduced rates

Superintending Engineer
CC-I, APWD, SVP.**Clause 18**

List of mandatory machinery, tools & plants to be deployed by the contractor at site:

For Building Work/ Concrete Works	For Road Works
1. Concrete mixer of 0.14 cum capacity.	<p style="font-size: 2em; opacity: 0.5; transform: rotate(-10deg);">DELETED - - -</p> <p>in this schedule as per schedule.</p>
2. Batch mixing plant for concrete.	
3. Steel cubic measuring box for coarse and fine aggregate.	
4. Concrete Vibrator (Need as per schedule)	
5. Water pump set for curing	

Clause 19C- Executive Engineer, Construction Division, APWD, Diglipur.
(Authority to decide penalty for each default)

Clause 19D- Executive Engineer, Construction Division, APWD, Diglipur.
(Authority to decide penalty for each default)

Clause 19G- Executive Engineer, Construction Division, APWD, Diglipur.
(Authority to decide penalty for each default)

Clause 19K- Executive Engineer, Construction Division, APWD, Diglipur.
(Authority to decide penalty for each default)

Clause 25

(i) Conciliator:

The Secretary (PWD)

(ii) Arbitrator Appointing Authority:

The Chief Engineer/Superintending Engineer

(iii) Place of Arbitration:

Sri Vijaya Puram, Andaman & Nicobar Islands

(Added vide OM no. DG/CON/317 dated 28.06.2021)

:

A-Nil
D-Nil
C-Nil
O-Nil

Contractor

Executive Engineer
CD, APWD, Diglipur

PERFORMA OF SCHEDULES	APWD
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Clause 32

Requirement of Technical Representative(s) and recovery Rate

Sl. No.	Minimum qualification of Technical Representative	Discipline	Designation (Principal Technical/Technical representative)	Minimum Experience	Number	Rate at which recovery shall be made from the contractor in the event of not fulfilling provision of clause 36 (i)	
						Figures	Word
1	Graduate Engineer	Civil	Principal Technical representative (Project Planning / Site/ Billing Engineer)	(02) Two Yrs	01	Rs.15,000/- per month	Rupees Fifteen thousand only per month.
	Or Diploma Engineer	Civil		(05) Five Yrs		Rs.15,000/- per month	Rupees Fifteen thousand only per month.

Assistant Engineers retired from Government services that are holding Diploma will be treated at par with Graduate Engineers.

Diploma holder with minimum 10 years relevant experience with a reputed construction company can be treated at par with graduate Engineers for the purpose of such deployment subject to condition that such diploma holder should not exceed 50 % requirement of degree Engineers.

Clause 38

- i) (a) Schedule / statement for determining theoretical quantity of cement & bitumen on the basis of Delhi Schedule of Rates 2023 printed by CPWD.
- ii) Variations permissible on theoretical quantities.
- | | |
|---|--|
| (a) Cement for works with estimated cost-put to tender not more than Rs.25 lakhs. | 3% plus / minus |
| For works with estimated cost put to tender more than Rs. 25 lakhs | 2% plus / minus |
| (b) Bitumen for all works | 2.5% plus
Only & nil on minus side. |
| (c) Steel Reinforcement and structural steel section for each diameter, section and category. | 2% plus / minus |
| (c) All other materials | Nil |

A-Nil
D-Nil
C-Nil
O-Nil

Contractor

Executive Engineer
CD, APWD, Diglipur



**GOVERNMENT OF INDIA
ANDAMAN PUBLIC WORK DEPARTMENT**

General Rules &
Directions

1. All work proposed for execution by contract will be notified in a form of invitation to tender pasted by publication in News papers or posted on website as the case may be. This form will state the work to be carried out, as well as the date for submitting and opening tenders and the time allowed for carrying out the work, also the amount of earnest money to be deposited with the tender, and the amount of the security deposit and Performance guarantee to be deposited by the successful tenderer and the percentage, if any, to be deducted from bills. Copies of the specifications, designs and drawings and any other documents required in connection with the work signed for the purpose of identification by the officer inviting tender shall also be open for inspection by the contractor at the office of officer inviting tender during office hours.
2. In the event of tender being submitted by a firm, it must be signed separately by each partner thereof or in the event of the absence of any partner, it must be signed on his behalf by a person holding a power of attorney authorizing him to do so, such power of attorney to be produced with the tender, and it must disclose that the firm is duly registered under the Indian Partnership Act 1952.
3. Receipts for payment made on account of work, when executed by a firm, must also be signed by all the partners, except where contractors are described in their tender as a firm, in which case the receipts must be signed in the name of the firm by one of the partners, or by some other person having due authority to give effectual receipts for the firm.
4. ~~The rate(s) must be quoted in decimal coinage. Amounts must be quoted in full rupees by ignoring fifty paisa and considering more than fifty paisa as rupee one.~~
~~In case the lowest tendered amount (worked out on the basis of quoted rate of Individual items) of two or more contractors is same, then such lowest contractors may be asked to submit sealed revised offer quoting rate of each item of the schedule of quantity for all sub sections/sub heads as the case may be, but the revised quoted rate of each item of schedule of quantity for all sub sections/sub heads should not be higher than their respective original rate quoted already at the time of submission of tender. The lowest tender shall be decided on the basis of revised offer.~~
~~If the revised tendered amount (worked out on the basis of quoted rate of individual items) of two or more contractors received in revised offer is again found to be equal, then the lowest tender, among such contractors, shall be decided by draw of lots in the presence of SE of the circle, or CE of the zone EE(s) in charge of major & minor component(s) (also DDH in case Horticulture work is also included in the tender), and the lowest contractors those have quoted equal amount of their tenders.~~

Applicable for
item Rate
Tender only
(CPWD-8)

A-Nil
D-Nil
C-Nil
O-Nil

Contractor

Executive Engineer
CD, APWD, Diglipur

~~In case of any such lowest contractor in his revised offer quotes rate of any item more than their respective original rate quoted already at the time of submission of tender, then such revised offer shall be treated invalid. Such case of revised offer of the lowest contractor or case of refusal to submit revised offer by the lowest contractor shall be treated as withdrawal of his tender before acceptance and 50% of his earnest money shall be forfeited.~~

~~In case all the lowest contractors those have same tendered amount (as a result of their quoted rate of individual items), refuse to submit revised offers, then tenders are to be recalled after forfeiting 50% of EMD of each lowest contractors.~~

~~Contractor, whose earnest money is forfeited because of non-submission of revised offer, or quoting higher revised rate(s) of any item(s) than their respective original rate quoted already at the time of submission of his bid shall not be allowed to participate in the retendering process of the work.~~

Applicable for
percentage
Rate Tender
only
(CPWD-7)

- 4A. In case of **Percentage Rate Tenders**, contractor shall fill up the usual printed form, stating at what percentage below/above (in figures as well as in words) the total estimated cost given in Schedule of Quantities at Schedule-A, he will be willing to execute the work. The tender submitted shall be treated as invalid if :-
1. The contractor does not quote percentage above/below on the total amount of tender or any section/sub head of the tender.
 2. The percentage above/below is not quoted in figures & words both on the total amount of tender or any section/sub head of the tender.
 3. The percentage quoted above/below is different in figures & words on the total amount of tender or any section/sub head of the tender.

Tenders, which propose any alteration in the work specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other conditions of any sort including conditional rebates, will be summarily rejected.

- 4B. In case the lowest tendered amount (estimated cost + amount worked on the basis of percentage above/below) of two or more contractors is same, such lowest contractors will be asked to submit sealed revised offer in the form of letter mentioning percentage above/ below on estimated cost of tender including all sub sections/sub heads as the case may be, but the revised percentage quoted above/below on tendered cost or on each sub section/ sub head should not be higher than the percentage quoted at the time of submission of tender. The lowest tender shall be decided on the basis of revised offers.

In case any of such contractor refuses to submit revised offer, then it shall be treated as withdrawal of his tender before acceptance and 50% of earnest money shall be forfeited.

If the revised tendered amount of two more contractors received in revised offer is again found to be equal, the lowest tender, among such contractors, shall be decided by draw of lots in the presence of SE of the circle, or CE of the zone

A-Nil
D-Nil
C-Nil
O-Nil

Contractor

Executive Engineer
CD, APWD, Diglipur

EE(s) in-charge of major & minor component(s) (also DDH in case Horticulture work is also included in the tender), & the lowest contractors those have quoted equal amount of their tenders.

In case all the lowest contractors those have quoted same tendered amount, refuse to submit revised offers, then tenders are to be recalled after forfeiting 50% of EMD of each contractor. Contractor(s), whose earnest money is forfeited because of non-submission of revised offer, shall not be allowed to participate in the re-tendering process of the work.

5. The officer inviting tender or his duly authorized assistant will open tenders in the presence of any intending contractors who may be present at the time.
6. The officer inviting tenders shall have the right of rejecting all or any of the tenders and will not be bound to accept the lowest or any other tender.
7. The receipt of an accountant or clerk for any money paid by the contractor will not be considered as any acknowledgment or payment to the officer inviting tender and the contractor shall be responsible for seeing that he procures a receipt signed by the officer inviting tender or a duly authorized Cashier.
8. ~~In the case of Item Rate Tenders, only rates quoted shall be considered. Any tender containing percentage below/above the rates quoted is liable to be rejected. Rates quoted by the contractor in item rate tender in figures and words shall be accurately filled in so that there is no discrepancy in the rates written in figures and words. However, if a discrepancy is found, the rates which correspond with the amount worked out by the contractor shall unless otherwise proved be taken as correct. If the amount of an item is not worked out by the contractor or it does not correspond with the rates written either in figures or in words, then the rates quoted by the contractor in words shall be taken as correct. Where the rates quoted by the contractor in figures and in words tally, but the amount is not worked out correctly, the rates quoted by the contractor will unless otherwise proved be taken as correct and not the amount. In event no rate has been quoted for any item(s), leaving space both in figure(s), word(s), and amount blank, it will be presumed that the contractor has included the cost of this/these item(s) in other items and rate for such item(s) will be considered as zero and work will be required to be executed accordingly.~~
However, if a tenderer quotes nil rates against each item in item rate tender, the tender shall be treated as invalid and will not be considered as lowest tenderer and earnest money deposited shall be forfeited.
9. In case of **Percentage Rate Tenders** only percentage quoted shall be considered. Any tender containing item rates is liable to be rejected. Percentage quoted by the contractor in percentage rate tender shall be accurately filled in figures and words, so that there is no discrepancy.
10. In **Percentage Rate Tender**, the tenderer shall quote percentage below/above (in figures as well as in words) at which he will be willing to execute the work. He shall also workout the total amount of his offer and the same should be written in figures as well as in words in such a way that no interpolation is possible. In case of figures, the word 'Rs.' should be written before the figure of rupees and word 'P' after the decimal figures, e.g. 'Rs. 2.15P' and in case of words, the word 'Rupees' should precede and the word 'Paisa' should be written at the end.

Applicable for
item
Rate Tender only
(CPWD-8)

Applicable for
percentage
Rate Tender only
(CPWD-7)

A-Nil
D-Nil
C-Nil
O-Nil

Contractor

Executive Engineer
CD, APWD, Diglipur

- 11 The Contractor whose tender is accepted, will be required to furnish
- (i) performance guarantee as mentioned in Schedule 'E' and within the period specified in Schedule F. This guarantee shall be in the form of Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt or Bank Guarantee of any Commercial Bank.
- (ii). The contractor whose tender is accepted will also be required to furnish by way of Security Deposit for the fulfillment of his contract, an amount equal to 2.5% of the tendered amount of the work. The Security deposit will be collected by deductions from the running bills as well as final bill of the contractor at the rates mentioned above. The Security amount will also be accepted in the shape of Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt or Bank Guarantee from any of the Commercial Banks will be accepted for this purpose provided confirmatory advice is enclosed.
- 12 On acceptance of the tender, the name of the accredited representative(s) of the contractor who would be responsible for taking instructions from the Engineer-in-Charge shall be communicated in writing to the Engineer-in-Charge.
13. GST or any other tax applicable in respect of inputs procured by the contractor for this contract shall be payable by the Contractor and Government will not entertain any claim whatsoever in respect of the same. However, component of GST at time of supply of service (as provided in CGST Act 2017) provided by the contract shall be varied if different from that applicable on the last date of receipt of tender including extension if any.
14. The contractor shall give a list of both gazetted and non-gazetted C.P.W.D. employees related to him.
15. The tender for composite work includes, in addition to building work, all other works such as sanitary and water supply installations drainage installation, electrical work, horticulture work, roads and paths etc
- 16 . The contractor shall submit list of works which are in hand (progress) in the following form:-

Name of work	Name and particulars of Division where work is being executed	Value of work in progress	Position of works in	Remarks
1	2	3	4	5

A-Nil
D-Nil
C-Nil
O-Nil

Contractor

Executive Engineer
CD, APWD, Diglipur

CONDITIONS OF CONTRACT

Definitions

1. The **Contract** means the documents forming the tender and acceptance thereof and the formal agreement executed between the competent authority on behalf of the President of India and the Contractor, together with the documents referred to therein including these conditions, the specifications, designs, drawings and instructions issued from time to time by the Engineer-in-Charge and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.
2. In the contract, the following expression shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them:-
 - (i) The expression **works** or **work** shall, unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional
 - (ii) The **Site** shall mean the land/or other places on, into or through which work is to be executed under the contract or any adjacent land, path or street through which work is to be executed under the contract or any adjacent land, path or street which may be allotted or used for the purpose of carrying out the contract.
 - (iii) The **Contractor** shall mean the individual, firm or company, whether incorporated or not, undertaking the works and shall include the legal personal representative of such individual or the persons composing such firm or company, or the successors of such firm or company and the permitted assignees of such individual, firm or company.
 - (iv) The **President** means the President of India and his successors.
 - (v) The **Engineer-in-charge** means Engineer Officer who shall supervise and be in charge of the work and who shall sign the contract on behalf of the President of India as mentioned in Schedule 'F' here under.
 - (vi) **Government or Government of India** shall mean the President of India.
 - (vii) The terms **Director General** includes Additional Director General and Chief Engineer of the zone.
 - (viii) **Accepting Authority** shall mean the authority mentioned in Schedule 'F'.
 - (ix) **Excepted Risk** are risks due to riots (other than those on account of contractor's employees), war (whether declared or not) invasion, act of foreign enemies, hostilities, civil war, rebellion revolution, insurrection, military or usurped power, any acts of Government, damages from aircraft, acts of God, such as earthquake, lightening and unprecedented floods, and other causes over which the contractor has no control and accepted as such by the Accepting Authority or causes solely due to use or occupation by Government of the part of the works in respect of which a certificate of completion has been issued or a cause solely due to Government's faulty design of works.

- (x) **Market Rate** shall be the rate as decided by the Engineer – in –charge on the basis of the cost of materials and labour at the site where the work is to be executed plus the percentage mentioned in Schedule ‘F’ to cover, all overhead and profit.
Provided that no extra overheads and profits shall be payable on the part(s) of work assigned to other agency(s) by the contractor as per terms of contract.
- (xi) **Schedule(s)** referred to in these conditions shall mean the relevant schedule(s) annexed to the tender papers of the standard Schedule of Rates of the government mentioned in schedule ‘F’ hereunder, with the amendments thereto issued up to the date of receipt of the tender.
- (xii) **Department** means CPWD or any department of Government of India which invites tenders on behalf of President of India as specified in schedule ‘F’.
- (xiii) **District Specifications** means the specifications followed by the State Government in the area where the work to be executed.
- (xiv) **Tendered value** means the value of the entire work as stipulated in the letter of award.
- (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 first date of handing over of the site, whichever is later, in accordance with the phasing if any, as indicated in the tender document.
- (xvi) **GST shall mean Goods and Service tax – Central, State and Interstate.**
- Scope and performances
3. Where the context so requires, words imparting the singular only also include the plural and vice versa. Any reference to masculine gender shall whenever required include feminine gender and vice versa.
4. Headings and Marginal notes to these General Conditions of Contract shall not be deemed to form part thereof or be taken into consideration in the interpretation or construction thereof or of the contract
5. The contractor shall be furnished, free of cost one certified copy of the contract documents except standard specifications, Schedule of Rates and such other printed and published documents, together with all drawings as may be forming part of the tender papers. None of these documents shall be used for any purpose other than that of this contract
- Work to be carried out
6. The work to be carried out under the Contract shall, except as otherwise provided in these conditions, include all labour, materials, tools, plants, equipment and transport which may be required in preparation of and for and in the full and entire execution and completion of the works. The descriptions given in the Schedule of Quantities (Schedule- A) shall, unless otherwise stated, be held to include wastage on materials, carriage and cartage, carrying and return of empties, hoisting, setting, fitting and fixing in position and all other labours necessary in and for the full and entire execution and completion of the work as aforesaid in accordance with good practice and recognized principles
- Sufficiency of Tender
7. The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices quoted in the Schedule of Quantities, which rates and prices shall, except as otherwise provided, cover all his obligations under the Contract and all matters and things necessary for the proper completion and maintenance of the works.

Discrepancies
and adjustment
of Errors

8. The several documents forming the Contract are to be taken as mutually explanatory of one another, detailed drawings being followed in preference to small scale drawing and figured dimensions in preference to scale and special conditions in preference to General Conditions.
- 8.1 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) Description of Schedule of Quantities.
 - ii) Particular Specification and Special Condition, if any.
 - iii) Drawings.
 - iv) Specification of Road & Bridge work published by Indian Road Congress on behalf of Ministry of Road, Transport & Highways, GoI and other Guidelines issued by Ministry from time to time.
 - v) Indian Standard Specifications of B.I.S.
- 8.2 If there are varying or conflicting provisions made in any one document forming part of the contract, the Accepting Authority shall be the deciding authority with regard to the intention of the document and his decision shall be final and binding on the contractor.
- 8.3 Any error in description, quantity or rate in Schedule of Quantities or any omission there from shall not vitiate the contract or release the contractor from the execution of the whole or any part of the works comprised therein according to drawings and specifications or from any of his obligations under the contract.

Signing of
Contract

9. The successful tenderer/contractor, on acceptance of his tender by the Accepting Authority, shall, within 15 days from the stipulated date of start of the work, sign the contract consisting of:-
- i) The notice inviting tender, all the documents including drawing, if any forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.
 - ii) Standard CPWD Form as mentioned in Schedule 'F' consisting of :
 - a) Various standard clauses with corrections upto the date stipulated in Schedule "F" alongwith annexure thereto.
 - b) CPWD safety code.
 - c) Model Rules for the protection of health, sanitary arrangements for Workers employed by CPWD or its contractors.
 - d) CPWD contractor's labours regulations.
 - e) List of Acts and omissions for which fines can be imposed.
 - (iii) No payment for the work done will be made unless contract is signed by the contractor.

A-Nil
D-Nil
C-Nil
O-Nil

Contractor

Executive Engineer
CD, APWD, Diglipur

BLANK

A-Nil
D-Nil
C-Nil
O-Nil

Contractor

Executive Engineer
CD, APWD, Diglipur

SPECIAL TERMS AND CONDITIONS

1. The work shall be carried out as per CPWD specification with upto date correction slips and as per direction of the Engineer-in-charge.
2. The carriage of store materials from Central Store, APWD, Phoenix Bay, Sri Vijaya Puram to Divisional Store at Aerial Bay, Diglipur including loading, unloading, stacking, PMB charges etc. for an average lead of 319 km as per the direction of Engineer-in-charge.
3. The carriage should be completed within the stipulated period of 06 (Six) months from the date of issue of order and shall be carried out for the extended period also if ordered for it.
4. Income tax shall be deducted as per rule.
5. The Percentage rates should be inclusive of all taxes/duties etc.
6. Labour clearance certificate / License shall be produced in case of my labour complaint.
7. While transportation the materials, proper care should be taken and shall be insured for the actual cost of materials loaded in Truck. Any loss or damage is caused; the agency shall be totally responsible for that. In case any item seen damaged the cost involved shall be borne by the agency at this own cost / from the insurance.
8. Insurance charge shall be reimbursed to the contractor as per actual.
9. Warfage charge shall be paid by the Bidder, which will not be reimbursed.
10. In case of any dispute, the decision of the Executive Engineer, CD, APWD, Diglipur shall be final and binding.

BLANK

A-Nil
D-Nil
C-Nil
O-Nil

Contractor

Executive Engineer
CD, APWD, Diglipur

On non-judicial stamp paper of minimum ₹ 100

(Guarantee offered by Bank to APWD in connection with the execution of contracts)

Form of Bank Guarantee for Performance Guarantee / Security Deposit / Mobilization Advance

1. Whereas the Executive Engineer,.....(Name of Division)....., APWD on behalf of the President of India (hereinafter called “The Government”) has entered into an agreement bearing numberwith.....(name and address of the contractor)..... (hereinafter called “The Contractor”) for execution of work(name of work)..... The Government has further agreed to accept an irrevocable Bank Guarantee for ₹(Rupees only) valid upto(date)..... as **Performance Guarantee / Security Deposit / Mobilization Advance** from the said Contractor for compliance of his obligations in accordance with the terms and conditions of the agreement.
2. We,(indicate the name of the bank).....(hereinafter referred to as “the bank”), hereby undertake to pay to the Government an amount not exceeding ₹.....(Rupees.....only) on demand by the Government within 10 days of the demand.
3. We(indicate the name of bank)....., do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the Government stating that the amount claimed is required to that recoveries due or likely to be due from the 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 ₹. (Rupees.only)
4. We,(indicate the name of 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, our liability under this Bank Gurantee being absolute and unequivocal. The payment so made by us under this Bank Gurantee shall be a valid discharge of our liability for payment thereunder and the contractor(s) shall have no claim against us for making such payment.
5. We,(indicate the name of bank)....., further agree that the Government 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. We,(indicate the name of bank)....., further agree that the Government at its option shall be entitled to enforce the Guarantee against the bank as a principal debtor at the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee the Government may have in relation to the Contractor’s liabilities.

A-Nil
D-Nil
C-Nil
O-Nil

Contractor

Executive Engineer
CD, APWD, Diglipur

- 7. This guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s)
- 8. We,(indicate the name of bank)....., undertake not to revoke this guarantee except with the consent of the Government in writing.
- 9. This guarantee shall be valid up to.(date)..... unless extended on demand by Government. Notwithstanding anything mentioned above, our liabilities against this guarantee is restricted to ₹ (Rupeesonly) and unless a claim in writing is lodged with us within the date of expiry or extended date of expiry of this guarantee, all our liabilities under this guarantee shall stand discharged.

Date

Witness

- | | |
|--|---|
| <ul style="list-style-type: none"> 1. Signature <li style="padding-left: 20px;">Name & Address | <ul style="list-style-type: none"> Authorized signatory Name Designation Staff Code No. |
| <ul style="list-style-type: none"> 2. Signature..... <li style="padding-left: 20px;">Name and Address | <ul style="list-style-type: none"> Bank Seal |

A-Nil
D-Nil
C-Nil
O-Nil

Contractor

Executive Engineer
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DISPUTE RESOLUTION

1. Dealing with Contractual Disputes

- (i) The Engineer-in-Charge shall convey the decision on the claims raised by the contractor well within the period prescribed in the agreement.
- (ii) Any matter referred to any higher authority for decision by the Engineer-in-Charge relating to contractual claims shall be dealt with promptly by the said authority so that the decision is conveyed to the contractor timely. Time limits shall be as here under -

Sl No	Decision making authority	Time Limit
1	Engineer-in-charge within his own competency	15 Days
2	Authority higher than Engineer-in-charge	
	a) Submission to higher authority	07 Days
	b) Processing by planning unit of higher authority	Next 7 Days
	c) Decision by higher authority	Next 15 Days

- (iii) The Engineer-in-Charge shall always maintain a separate file for the disputes that crop up during the progress of the work. In the case of his/her transfer or relinquishing of charge due to any reason, he/she shall prepare a self-contained comprehensive note on the claims and hand over the same to his/her successor, giving full background of all the disputes. Orders of competent authority, attested true copies of relevant important letters and various developments there upon with due reference to connected files.
- (iv) The Engineer-in-Charge shall ensure that the client departments are invariably kept informed about the entire dispute resolution process from the start of dispute till the payment of arbitration award. This shall include appointment or arbitrator, details and amount of claims, copy of award, processing and acceptance/challenge of award etc. so that payment is released by clients without delay. In case works under Ministry of Home Affairs, both the organization concerned as well as MHA should be kept informed.

2. Conciliation

- (i) The Chief Engineer (APWD) shall be the Conciliator for settlement of disputes.
The Committee shall be as under:-

- | | |
|--|----------------------------|
| 1. The Chief Engineer (APWD) | -Chairman/Conciliator |
| 2. The Superintending Engineer (P) | -Member Secretary |
| 3. The Superintending Engineer, | -Member (Concerned Circle) |
| 4. The Executive Engineer , CD, Diglipur | - Member |

- (ii) Any party (Engineer-in-Charge or Contractor) can apply to Conciliator directly as per the prescribed application form, under intimation to other party, for settlement of disputes. The party applying to Conciliator has to justify existence of dispute and to provide details about the claims made to other party and either its refusal by other party or non-communication of decision by the other party within a month.

- (iii) A standard application form seeking appointment of Conciliator is given in Annexure 38A of SoP for CPWD Works Manual 2022.
- (iv) The application form, duly filled in, listing out disputes and amount of claim against each dispute will be submitted by the contractor/ Engineer-in-Charge, as the case may be, to the Conciliator [Secretary (PWD)] with copies thereof to the other party.
- (v) The conciliator may take appropriate action for conciliation. When it appears to the conciliator that there exist elements of a settlement, which may be acceptable to the parties, he shall formulate the terms of a possible settlement and submit to the parties for their observations. After receiving the observations of the parties, he may reformulate the terms of a possible settlement in the light of such observations. If the parties reach agreement on a settlement of the disputes either in full or in parts, they may draw up and sign a written settlement agreement on non-judicial stamp paper as per Stamp Act.
- (vi) The conciliator has to formulate, within 60 days (including 15 days which can be enlarged by the Conciliator) from receipt of reference, the terms of possible settlement agreement either in full or parts for drawing a written settlement agreement between the parties. In case, the possible settlement agreement is not formulated within 60 days, then either party may apply for appointment of arbitrator.
- (vii) In case, the conciliation process is not completed within 45 days, time can be enlarged by another 15 days by the conciliator. The conciliation proceedings shall be deemed to have been terminated at the end of 60 days from the receipt of reference.
- (viii) No party shall be represented before the said conciliator by an advocate or legal counsel.
- (ix) **Arbitration**
 - (i) The appointment of Arbitrator(s) is to be made in accordance with the procedure and time prescribed in Clause 25 of the GCC.
 - (ii) It is settled law that where arbitration agreement exists, the parties must seek arbitration before taking recourse to court of law for settlement of disputes. Therefore, if contractor approaches court directly for settlement of disputes, the engineer-in-charge should plead accordingly.
