



सत्यमेव जयते

भारत सरकार

Government of India

केंद्रीय लोक निर्माण विभाग

Central Public Works Department

INDEX

Name of Work: Construction of Shed at National Institute of Homeopathy(NIH) Herbal garden, Kalyani during 2026-27.

NIT NO.: 107/26/NIT/AE-II/EE-KOL-III/CPWD/2026-2027

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Certified that this tender contains Page No. 01 to 56 (excluding this index page) and Schedule of Quantity from Page No. SOQ-1 to SOQ-2.

This NIT is approved for ₹ 5,71,174/- (Rupees Five Lakh Seventy One Thousand One Hundred and Seventy Four) only.

SD/-

**Assistant Engineer-II
under EE-Kolkata-III, CPWD,
CGO Complex, DF Block, Kolkata- 64**

PART – A : General Information

Information and Instruction for Bidders for e-Tendering forming part of Bid Document and to be uploaded on e-Tenders Web Site.

The Assistant Engineer-II under EE-Kolkata-III, CPWD, CGO Complex, DF Block, Salt Lake, Kolkata on behalf of President of India invites on line **percentage rate tenders** from CPWD Enlisted Contractors of appropriate class in composite category for the following work mentioned below: -

Sl. No.	N.I.T No.	Name of work & Location	Estimated Cost put to bid	Earnest Money	Period of Completion	Last date & time of submission of bid, original EMD, copy of receipt or deposition of original EMD and other documents as specified in the Press Notice.	Time & date of opening of bid
1	2	3	4	5	6	7	8
1	107/26/NIT/AE-II/EE-KOL-III/CPWD/2026-2027	Construction of Shed at National Institute of Homeopathy(NIH) Herbal garden, Kalyani during 2026-27.	₹ 5,71,174.00	₹ 11,424.00	01 (ONE) MONTH	Up to 15:00 PM on 19.08.2026	At 15:30 PM on 19.08.2026

1. The intending bidder must read the terms and conditions of CPWD-6 carefully. He should only submit his bid if he considers himself eligible and he is in possession of all the documents required.
2. Information and Instructions for bidders posted on website shall form part of bid document.
3. The bid document consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen and downloaded from website <https://etender.cpwd.gov.in> or <https://eauction.cpwd.gov.in> or <https://www.cpwd.gov.in> **free of cost.**

4. But the bid can only be submitted after depositing processing fee in favour of ITI Limited and uploading the mandatory documents such as Demand Draft or Pay order or Banker's Cheque or Deposit at call Receipt or Fixed Deposit Receipts and Bank Guarantee of any Scheduled Bank towards EMD in favour of respective Executive Engineer and other documents as specified.
5. Those contractors not registered on the website mentioned above, are required to get registered beforehand. If needed they can be imparted training on online bidding process as per details available on the website.
6. The intending bidder must have valid digital signature to submit the bid.
7. On opening date, the contractor can login and see the bid opening process. After opening of bids he will receive the competitor bid sheets.
8. Contractors can upload documents in the form of JPG format and PDF format.
9. Contractor must ensure to quote rate of each item. The column meant for quoting rate in figures appears in pink colour and the moment rate is entered, it turns sky blue. In addition to this, while selecting any of the cells a warning appears that if any cell is left blank the same shall be treated as "0". Therefore, if any cell is left blank and no rate is quoted by the bidder, **rate of such item shall be treated as "0" (ZERO).**
10. The EMD can be paid in the form of Demand Draft or Pay Order or Banker's Cheque or Deposit at call receipt or Fixed Deposit Receipts along with Bank Guarantee of any Scheduled Bank wherever applicable. The intending bidder has to fill all the details such as Banker's name, Demand Draft/Fixed Deposit Receipt/Pay Order/Banker's Cheque/Bank Guarantee number, amount and date. As per the new system, the amount of EMD can be paid by multiple Demand Draft/Pay Order/Banker's Cheque/Deposit at Call receipt/Fixed Deposit Receipts along with multiple Bank Guarantee of any Scheduled Bank if EMD is also acceptable in the form of Bank Guarantee.
11. It is mandatory to upload scanned copies of all the documents including GST Registration as stipulated in the bid document. If such document is not uploaded the bid will become invalid and processing fee shall not be refunded.
12. If the contractor is found in eligible after opening of his bids, his bid shall become invalid and processing fee shall not be refunded.
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 contractor, the bid shall become invalid and processing fee shall not be refunded.

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

1	Enlistment Order of the Contractor.
2	Treasury Challan/Demand Draft/Pay Order or Banker's Cheque/ Deposit At Call Receipt/FDR/Bank Guarantee of any Scheduled Bank against EMD. (Drawn in favour of Executive Engineer, KCD-III, CPWD, Kolkata) (Short name shall not be accepted).
3	Copy of receipt for deposition of original EMD issued from division office of any Executive Engineer, CPWD (The EMD document shall be issued from the place in which the office of receiving division office is situated).
4	Contact details of the Contractor in separate sheet: a) Mailing Address – b) Contact phone/mobile No. – c) E-mail ID No. -
5	GST registration certificate with up-to-date Return Certificate, if already obtained by the bidder. If the bidder has not obtained GST registration as applicable, then he shall scan and upload following undertaking along with bid documents. "If work is awarded to me, I/we shall obtain GST registration certificate, as applicable, within one month from the date of receipt of award letter or before release of any Payment by CPWD, whichever is earlier, failing which I/we shall be responsible for any delay in payments which will be due towards me/us on account of the work executed and/or for any action taken by CPWD or GST department in this regard."
6	ERP (Enterprise Resource Planning) training certificate issued by the CPWD Regional Training Institutes (RTIs) of the contractor or his authorized representative.
7	An affidavit on Rs.100.00(One hundred) rupees stamp paper duly attested by notary is to be uploaded as regard to that "I/we have not been debarred/suspended for tendering in CPWD till the last date of submission of bid"
8	EPFO & ESIC Registration Certificate

Note: If the above-mentioned documents are not scanned and uploaded within the period of bid submission the bid shall be treated as invalid and cancelled.

CPWD-6 FOR e-TENDERING

- 1.1 **Percentage rate bids** are invited on behalf of President of India from CPWD Enlisted Contractors of appropriate class in composite category for the following work mentioned below :-

Construction of Shed at National Institute of Homeopathy(NIH) Herbal garden, Kalyani during 2026-27.

- 1.2 The enlistment of the contractors should be valid on the last date of submission of bids. In case the last date of submission of bid is extended, the enlistment of contractor should be valid on the original date of submission of bids.
- 1.3 The work is estimated to cost ₹ **5,71,174.00**. This estimate, however, is given merely as a rough guide.
- 1.4 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.
2. Agreement shall be drawn with the successful bidder on prescribed Form **CPWD-7**, which is available as a Govt. of India Publication and also available on website <https://etender.cpwd.gov.in> or <https://eauction.cpwd.gov.in> or <https://www.cpwd.gov.in>. Bidders shall quote their 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 **01 (ONE) MONTH** 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. The site for the work shall be made available in phased manner.
5. The bid document consisting of plans, specifications, the schedule of quantities of various types of items to be executed and set of terms and conditions of the contract to be complied with and other necessary documents except Standard General Conditions of Contract Form can be seen on website <https://etender.cpwd.gov.in> or <https://eauction.cpwd.gov.in> or <https://www.cpwd.gov.in> free of cost.
6. After submission of the bid the contractor 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, contractor can revise the rate of one or more item(s) any number of times (he need not re-enter rate of all the items) but before last time and date of submission of bid as notified.
8. Earnest money in the form of Treasury Challan or Demand Draft or Pay order or Banker's Cheque or Deposit at Call Receipt or Fixed Deposit Receipt (**Drawn in favour of Executive Engineer, KCD-III, CPWD, Kolkata**) (**Short name shall not be accepted**) shall be scanned and uploaded to the e-tendering website within the period of Bid submission.

A part of earnest money is acceptable in the form of bank guarantee also. In such case, 50% of earnest money or Rs. 20 lac, whichever is less, will have to be deposited in shape

prescribed above, and balance in shape of Bank Guarantee of any scheduled bank which is to be scanned and uploaded by the intending bidders.

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. The following undertaking in this regard shall also be uploaded by the intending bidders :-

Interested contractor who wish to participate in the bid has also to make following payments within the period of bid submission.

Copy of Enlistment Order and certificate of work experience and other documents as specified in the press notice shall be scanned and uploaded to the e-Tendering website within the period of bid submission. However, certified copy of all the scanned and uploaded documents as specified in press notice shall have to be submitted by the lowest bidder only along with physical EMD of the scanned copy of EMD uploaded within a week physically in the office of tender opening authority.

Online bid documents submitted by intending bidders shall be opened only of those bidders, who has deposited e-Tender Processing Fee with M/s ITI Limited and Earnest Money Deposit and other documents scanned and uploaded are found in order.

The bid submitted shall be opened at 15:30 PM on 19.08.2026.

9. The bid submitted shall become invalid and e-Tender processing fee shall not be refunded if :
 - (i) The bidder is found ineligible.
 - (ii) The bidder does not upload all the documents (including service tax registration/VAT/GST registration **or** proof of applying for obtaining GST registration/Sales Tax registration) as stipulated in the bid document.
 - (iii) 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 lowest tenderer in the office of tender opening authority.
 - (iv) The lowest bidder does not deposit physical EMD within a week of opening of tender.
11. The contractor whose bid is accepted will be required to furnish performance guarantee as mentioned in Schedule E within the period specified in Schedule F. This guarantee shall be in the form of cash or Deposit at Call receipt of any scheduled bank/Banker's cheque of any scheduled bank/Demand Draft of any scheduled bank/Pay order of any Scheduled Bank (in Case guarantee amount is less than Rs. 1, 00,000/-) or Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the prescribed form. In case the contractor 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. **The earnest money deposited along with bid shall be returned after receiving the aforesaid performance guarantee. The contractor whose bid is accepted will also be required to furnish either copy of applicable licenses/registrations or proof of applying for obtaining labour licenses registration with EPFO, ESIC & BOCW Welfare Board and Programme chart (time & progress) within the period specified in schedule F.**
12. 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 charge consequent on any misunderstanding or otherwise shall be allowed. The bidders 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.

13. 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 or 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.
14. Canvassing whether directly or indirectly, in connection with bidders is strictly prohibited and the bids submitted by the contractors who resort to canvassing will be liable for rejection.
15. 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.
16. The contractor shall not be permitted to bid for works in the CPWD Circle (Division in case of contractors of Horticulture/Nursery category) responsible for award and execution of contracts, in which his near relative is posted a 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 gazette officer in the Central Public Works Department or in the Ministry of Urban Development. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of this Department.
17. No Engineer of Gazetted Rank or other Gazetted Officer employed in Engineering or Administrative duties in an Engineering Department of the Government of India is allowed to work as a contractor for a period of one year after his retirement from Government service, without the prior permission of the Government of India in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of the Government of India as aforesaid before submission of the bid or engagement in the contractor's service.
18. The bid for the works shall remain open for acceptance for a **period of 30 (Thirty) days** from the date of opening of bids. If any bidder withdraws his bid before the said period or issue of letter of acceptance, whichever 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 bidder shall not be allowed to participate in the rebidding process of the work.
19. This notice inviting Bid shall form a part of the contract document. The successful bidder/contractor, 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, specifications and drawings, if any, forming part of the bid as uploaded at the time of invitation of bid and the rates quoted online at the time of submission of bid and acceptance thereof together with any correspondence leading thereto.
 - b) Standard C.P.W.D. Form 7.
20. Sales Tax, Purchase Tax, Turnover Tax/VAT/GST on Works Contract tax, VAT/GST or any other tax on materials, statutory charges (except Service Tax), duties, West Bengal construction Worker's Welfare Cess, Education Cess, etc. shall be payable by the contractor and Government will not entertain any claim whatsoever in respect of the same.
 21. Integrity Pact shall be treated in the same manner as other components of the bid document. In e-tendering, the intending bidder does not sign any document physically and entire bid document is submitted through digital signature. Since Integrity Pact is a part of bid document no separate physical submission is required with other documents to be submitted at the office of tender opening authority. In addition to other component of bid document, the Integrity Pact along shall also be signed between Executive Engineer and successful bidder after acceptance of bid.
 22. GST or any other Tax applicable in respect of inputs procured by the contractor for this contract shall be payable by the contractor & 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 contractor shall be valid if different from that applicable on the last date of receipt of tender including extension if any.

For and on behalf of President of India
Assistant Engineer-II,
Under EE-Kolkata-III, C.P.W.D.
CGO COMPLEX, DF BLOCK, Kolkata – 700064

Receipt of Deposition of Original EMD

(Receipt No. Date.....)

1. Name of work : Construction of Shed at National Institute of Homeopathy(NIH) Herbal garden, Kalyani during 2026-27.
2. NIT NO. : **107/26/NIT/AE-II/EE-KOL-III/CPWD/2026-2027**
3. Estimated Cost : **₹ 5,71,174.00**
4. Amount of Earnest Money : **₹ 11,424.00**
deposit
5. Last date of submission of bid : **19.08.2026 upto 15:00 PM**

(* To be filled by Executive Engineer)

6. **Name of contractor** :
.....
7. **Form of EMD** :
8. **Amount of Earnest Money** :
deposit
9. **Date of submission of EMD** :

**Signature, Name and Designation
of EMD receiving officer (EE/AE/AAO)
along with Office stamp.**

Contact details of the Contractor:

- c) **Mailing Address –**
- d) **Contact phone/mobile No. –**
- c) **E-mail ID No. –**

CPWD-7
CENTRAL PUBLIC WORKS DEPARTMENT

STATE: West Bengal
 BRANCH: B & R

ZONE: CE, KOLKATA

Division: EE-KOL-III
 Sub-Division: AE-II

Percentage Rate e-Tender & Contract for Works

Tender for the work of:-

Construction of Shed at National Institute of Homeopathy(NIH) Herbal garden, Kalyani during 2026-27.

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 respects with the specifications, designs, drawings and instructions in writing referred to in Rule-1 of General Rules and Directions and in Clause-11 of the Conditions of contract and with such materials as are provided for, by, and in respects in accordance with, such conditions so far as applicable.

I/We agree to keep the tender open for **30 (Thirty) days** from the due date of its opening and not to make any modifications in its terms and conditions.

A sum of ₹ **11,424.00** is hereby forwarded in cash / in Receipt Treasury Challan/Deposit at Call Receipt of a Scheduled Bank / Fixed Deposit Receipt of a Scheduled Bank/Demand Draft of a Scheduled Bank / Bank Guarantee issued by a Scheduled Bank 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 successors in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Further, if I/We fail to commence work as specified, I/We agree that President of India or his successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said Performance Guarantee absolutely. The said performance guarantee shall be 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 earnest money or Performance Guarantee as aforesaid, I/We shall be debarred for participation in the re-tendering process of the work.

I/We undertake and confirm that eligible similar work(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 CPWD in future forever. Also, if such a violation comes to the notice of Department before date of start of work, the Engineer-in-Charge shall be free to forfeit the entire amount of Earnest Money Deposit/Performance Guarantee.

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 authorized

to communicate the same or use the information in any manner prejudicial to the safety of the State.

Dated

Signature of Contractor:

Witness: #

Postal Address: #

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 Rs *..... (Rupees...*).

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

*

*

*

For & on behalf of the President of India.

*

Signature:

Dated: *

Designation:

* To be filled by EE

To be filled by the contractor

PROFORMA OF SCHEDULES (Civil)

(Separate proforma for Civil, Elect. & Hort. Works in case of Composite Tenders) (Operative Schedules to be supplied separately to each intending tenderer)

SCHEDULE 'A'

Schedule of quantities (as per PWD-3) attached from page No. SOQ-1 to SOQ-2.

Schedule of materials to be issued to the contractor

Sl.No.	Description of item	Quantity	Rates in figures & words at which the material will be Charged to the contractor	Place of issue
1.	2	3	4	5
.....NIL.....				

SCHEDULE 'C'

Tools and plants to be hired to the contractor.

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

SCHEDULE 'D'

Extra schedule for specific : Special Conditions, Particular Specifications conditions and requirements/documents for the /documents for the work, if any, attached herewith vide Page No. **33-52**.
work, if any.

SCHEDULE 'E'

Reference to General Conditions of contract. : **GCC 2023 For MAINTANCE WORKS
(As modified & corrected up to date).**

NAME OF WORK: Construction of Shed at National Institute of Homeopathy(NIH) Herbal garden, Kalyani during 2026-27.

Estimated cost of work: : **₹ 5,71,174.00**

i) Earnest money : **₹ 11,424.00**

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 percent (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 percent (80 % of the ECPT and the tendered amount.

iii) Security Deposit : 2.5% of tendered value.

OR

2.5% of tendered value plus 50% of PG for contracts involving Maintenance of the building and services/ other work after Construction of same building and services/other work.

The person/persons whose tender(s) may be accepted (hereinafter called the contractor) shall permit Govt. at the time of making any payment to him for work done under the contract to deduct a sum at the rate of 2.5% of the gross amount of each running & final bill till the sum deducted will amount to security deposit of 2.5% of the tendered value of the work.

SCHEDULE 'F'

GENERAL RULES & DIRECTIONS:

Officer inviting tender : Assistant Engineer-II under EE-Kolkata-III, CPWD, CGO Complex, DF Block, Kolkata – 700064.

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

Definition

- i) Engineer-in-Charge : Executive Engineer, Kolkata- III, CPWD, Salt Lake, Kolkata – 700064.
- ii) Accepting Authority : Assistant Engineer-II under EE-Kolkata-III, CPWD, CGO Complex, DF Block, Kolkata – 700064.
- iii) Percentage on cost of material and labour to cover all overheads and profits. : 15%
- iv) Standard Schedule of Rates : **DSR 2023** with up-to-date correction slips & MR.
- v) Department : Central Public Works Department.
- vi) Standard CPWD contract Form : **C.P.W.D. FORM 7/8 GCC 2023 For MAINTENANCE WORKS (as modified & corrected up to date).**

Clause 1

- i) Time allowed for submission of Performance Guarantee Programme Chart (Time & progress) and applicable labour licenses, registration with EPFO, ESIC & BOCW Welfare Board or proof of applying thereof from the date of issue of letter of acceptance, in days. : 7 (Seven) days
- ii) Maximum allowable extension with late fee @ 0.1% per day of Performance Guarantee amount beyond the period provided in (i) above in days. : 3 (Three) days

Clause 2

Authority for fixing compensation under clause-2 : Chief Engineer, Kolkata

Clause 2A

Whether Clause 2A shall be applicable : No

Clause 5

Number of days from the date of : 10 (Ten) days
issue of letter of acceptance for
reckoning date of start.

Mile stone(s) of the work as per table given below :

Sl. No	Description of Mile Stone(s) (Physical)	Time allowed (from date of start)	Amount to be withheld in case of non-achievement of milestones
----- Not applicable -----			

Time allowed for execution of work : **01 (ONE) MONTH**

Authority to decide :

i) Extension of time : Assistant Engineer-II, In-charge of work.

ii) Rescheduling of milestones : Not applicable.

iii) Shifting of Date of Start in case of delay in handing over of site : Assistant Engineer-II, In-charge of work.

Clause 6 : Applicable

Clause 7

Gross work to be done together with net payment/adjustment of advances for material collected if any, since the last such payment for being eligible to interim payment. : Not Applicable.

Clause 7A

Whether clause 7A shall be applicable.

No Running Account Bill shall be paid for the work till the applicable labour licenses, registration with EPFO, ESIC and BOCW Welfare Board, whatever applicable are submitted by the contractor to the Engineer-in-charge. : Yes, applicable.

Clause 10A

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

-----As required during execution of work.-----

Clause 10B(ii)

Whether Clause 10B (ii) shall be applicable : Not applicable.

Clause 10 C : Not applicable.

Clause 10 CA : Not applicable.

Sl. No.	Materials Covered under this clause :	Nearest Materials (other than cement, reinforcement bars and structural steel) for which All India Wholesale Price Index to be followed:	Base Price of all the materials covered under clause 10 CA (w.e.f. November, 2023) (Rate without GST)
1	Cement a) PPC		
2	Reinforcement TMT Bars (Fe-500D) a) (Primary Producer)		
3	a) Structural Steel		

Clause 10 CC: Not Applicable.

Clause 11 Specifications to be followed for execution of work. : C.P.W.D. Specifications 2019 Vol-I to II with up-to-date Correction Slips issued up to the last date of receipt of tender and additional conditions and Specifications as attached in the Tender.

Clause 12 **Type of Work:** : **Repair and Renovation Work.**

Clause: 12.2 & 12.3 Deviation limit beyond which clause 12.2 and 12.3 shall apply for building work excluding foundation. : **For all maintenance works: No Limit**

Clause 12.5 (i) Deviation Limit beyond which clauses 12.2 & 12.3 shall apply for foundation work (except earth work) : --- do ---

(ii) Deviation Limit for items in earth work subhead on DSR or related items. : --- do ---

Gross Value of work done : Not exceed 1.25 times of tendered amount

Clause 16 Competent Authority for deciding reduced rates.
Sub-standard work must be got rectified and if necessary, may be redone. Acceptance of sub-standard work at reduced rate should be done only under exceptional circumstances. Total value of items of agreement rate for which the Superintending Engineer accepts sub-standard work in a contract shall not exceed 5% of the Contract value. In case, total value of such items exceeds 5%, prior approval of Chief Engineer Concerned will be necessary.

Clause 19 **As per GCC 2023** Maintenance works amended with up-to-date correction slips. For this purpose, as laid down in Rule 4(3) of the Building and other Construction Workers Welfare Cess Rule 1998, the contractor shall have to pay Cess @ 1% of the gross value of work done by him, which shall be recovered from each running bill including final bill of the work by the Engineer-in-charge. The amount so deducted shall be transferred to the West Bengal Building and other Construction Workers Welfare Board or any other designated office.

Clause 19L The ESI and EPF contributions on the part of employer in respect of this contract shall be paid by the contractor. These contributions on the part of the employer paid by the contractor shall be reimbursed by the Engineer-in-charge to the contractor on actual basis. The verification of deployment labour will be done through biometric attendance system or any other suitable method by the Engineer in Charge. The applicable and eligible amount of EPF & ESI shall be reimbursed preferably within 7 days but not later than 30 days of submission of documentary proof of payment provided same are in order.

Clause 25 - **Constitution of Dispute Redressal Committee (DRC):**

Sl. no.	Constitution	For total Claims in dispute more than ₹ 25.00 lakh	For total Claims in dispute up to ₹ 25.00 lakh
1	Chairman	Chief Engineer, Kolkata, CPWD (Other than under whose jurisdiction the work falls)	Director (TLCQA) / Director (Works), CPWD, Kolkata
2	Member	Director (TLQA) / Director (Works), CPWD, Kolkata who is the Member Secretary.	Two Executive Engineer other than EE under whose jurisdiction the work falls; one of whom is Executive Engineer (Planning/HQ) who is also the Member Secretary. The Engineer in-charge of the work presents the case, as a party to the dispute, before DRC.
3	Member	Superintending Engineer (Other than under whose jurisdiction the work falls). The SE in-charge of the work presents the case, as a party to the dispute, before DRC.	

Clause 32 : Requirement of Technical Representative(s) and recovery Rate

Sl. No	Minimum Qualification of Technical Representative	Designation of Technical Staff	Minimum experience	Number (of Major + Minor component)	Rate at which recovery shall be made from the contractor in the event of not fulfilling provision of Clause 36(i)
1	Graduate Engineer (Civil) Or Diploma Engineer (Civil)	Project Manager cum Planning/ Quality/Site/Billing Engineer	2 years or 5 years respectively	1 No	Rs. 15,000/- per month per person.

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

- Clause 38** (i) (a) Schedule/statement for determining : As per additional theoretical quantity of cement and bitumen on the basis of Delhi Schedule of Rates **2023** printed by C.P.W.D. specifications attached with NIT.
- (ii) (ii) Variations permissible on theoretical quantities:
- a) Cement
For works with estimated cost put to tender **not** more than Rs. 25 lakh. : 3% plus/minus.

For works with estimated cost put to tender more than Rs. 25 lakh. : 2% plus/minus.
- b) Bitumen for all works. : 2.5% plus only & Nil on minus side.
- c) Steel Reinforcement and structural steel sections for each diameter, section and Category. : 2% plus / minus.
- d) All other materials : NIL

RECOVERY RATES FOR QUANTITIES BEYOND PERMISSIBLE VARIATION

Sl. No.	Description of item	Rates in figures and words at which recovery shall be made from the Contractor Base Price in Schedule 'F' plus 10%.	
		Excess beyond Permissible variation	Less use beyond the permissible variation
----- Not Applicable -----			

On non-judicial stamp paper of minimum Rs. 100

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

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

As per DG/CON/311 Dated 20.10.2020

1	Where as the Executive Engineer, (name of division) CPWD on behalf of the President of India (hereinafter called "The Government") has invited bids under (NIT number). dated for (name of work) The Government has further agreed to accept Irrevocable Bank Guarantee for Rs. (Rupeesonly) valid upto .(date)* as Earnest Money Deposit (name and address of contractor) (hereinafter called "the contractor") for compliance of his obligations in accordance with the terms and conditions of the said NIT.
	OR*
	Whereas the Executive Engineer (name of division), CPWD on behalf of the President of India (hereinafter called "The Government") has entered into an agreement bearing number with (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 Rs. (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) (herein after referred to as "the Bank"), hereby undertake to pay to the Government an amount not exceeding Rs. (Rupeesonly) on demand by the Government within 10 days of the demand.
3	We, (indicate the name of the Bank), do here by undertake to pay the amount due and payable under this guarantee without any demur, 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. 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. (Rupeesonly)
4	We, (indicate the name of the Bank), further undertake to pay the Government any money so demanded notwithstanding any dispute or disputes raised by the contractor in any suit or proceeding pending before any Court or Tribunal, our liability under this Bank Guarantee being absolute and unequivocal. The payment so made by us under this Bank Guarantee shall be a valid discharge of our liability for payment there under and the Contractor shall have no claim against us for making such payment.

5	We,(indicate the name of the Bank) further agree that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligation here under to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor 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 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 or for any forbearance, act of omission on the part of the Government or any indulgence by the Government to the said Contractor 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 the Bank)....., further agree that the Government at its option shall be entitled to enforce this 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.
7	This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor.
8	We, (indicate the name of the Bank), undertake not to revoke this guarantee except with the consent of the Government in writing.
9	This Bank Guarantee shall be valid up to unless extended on demand by the 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 the date of expiry or extended date of expiry of this guarantee, all our liabilities under this guarantee shall stand discharged.

Date:-

Witnesses:-

1. Signature.....
Name of address

Authorized signatory
Name
Designation
Staff code no.
Bank seal

2. Signature.....
3. Name and address

*Date to be worked out on the basis of validity period of 90 days where only financial bids are invited and 180 days for two/'three bid system from the date of submission of tender.

**In paragraph 1, strike out the portion not applicable. Bank Guarantee will be made either for earnest money or for performance guarantee/security deposit/mobilization advance, as the case may be.

FORM OF EARNEST MONEY (BANK GUARANTEE)

WHEREAS, contractor..... (Name of contractor) (Hereinafter called "the contractor") has submitted his tender dated (date) for the construction of (name of work) (Hereinafter called "the Tender")

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") in the sum of ` (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 presents.

SEALED with the Common Seal of the said Bank thisday of 20... .

THE CONDITIONS of this obligation are:

(1) If after tender opening the Contractor withdraws, his tender during the period of validity of tender (including extended validity of tender) specified in the Form of Tender;

(2) If the contractor having been notified of the acceptance of his tender 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) Fails or refuses to furnish the Performance Guarantee, in accordance with the provisions of tender document and Instructions to contractor, OR

(c) Fails or refuses to start the work, in accordance with the provisions of the contract and Instructions to contractor, OR

(d) Fails or refuses to submit fresh Bank Guarantee of an equal amount of this Bank Guarantee, against Security Deposit after award of contract.

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 substantiate his demand, provided that in his demand the Engineer-in-Charge will note that the amount claimed by him 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 tender as such deadline 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 tender.

FORM OF PERFORMANCE SECURITY (GUARANTEE)

BANK GUARANTEE BOND

1. 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 an irrevocable Bank Guarantee for Rs..... (Rupees.....only) as a security/ guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement.

We..... (hereinafter referred to as "as Bank")
(Indicate the name of Bank)

hereby undertake to pay to the Government an amount not exceeding Rs.....

(Rupees.....only) on demand by the Government.

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

3. We, the said bank further undertake to pay the Government any money so demand 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 unique vocal. 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(indicate the name of the Bank)

guarantee herein contained shall 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 claim satisfied or discharged or till Engineer-in-Charge on behalf of the Government certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor(s) accordingly discharges this guarantee.

5. We..... further agree with (indicate the name of Bank)the Government that the Government shall have the fullest liberty without our consent and without affecting 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 forebear 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 (indicate the name of bank)to revoke this guarantee except with the previous consent of the Government in writing.

8. This guarantee shall be valid up tounless 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, theDay of.....

For.....

(Indicate the name of the Bank).

To be signed by the bidder and same signatory competent / authorized to sign the relevant contract on behalf of CPWD.]

INTEGRITY AGREEMENT

This Integrity Agreement is made at on thisday of 20.....

BETWEEN

President of India represented through Executive Engineer,
(Name of Division)

CPWD, , (Hereinafter referred as the
(Address of Division)

'**Principal/Owner**', which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

.....

(Name and Address of the Individual/firm/Company)
through (Hereinafter referred to as the
(Details of duly authorized signatory)
"**Bidder/Contractor**" and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

Preamble

WHEREAS the Principal / Owner has floated the Tender (NIT No) (hereinafter referred to as "**Tender/Bid**") and intends to award, under laid down organizational procedure, contract
for.....

.....

(Name of work)

Hereinafter referred to as the "**Contract**".

AND WHEREAS the Principal/Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Contractor(s).

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as "**Integrity Pact**" or "**Pact**"), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witnesses as under:

Article 1: Commitment of the Principal/Owner

1) The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:

(a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

(b) The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.

(c) The Principal/Owner shall endeavor to exclude from the Tender process any person, whose conduct in the past has been of biased nature.

2) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

Article 2: Commitment of the Bidder(s)/Contractor(s)

1) It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government / Department all suspected acts of **fraud or corruption or Coercion or Collusion** of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.

2) The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:

a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.

b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.

c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contract(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly Bidder(s)/ Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on

behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.

d) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose (with each tender as per proforma enclosed) any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.

3) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

4) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.

5) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).

Article 3: Consequences of Breach

Without prejudice to any rights that may be available to the Principal/Owner under law or the Contract or its established policies and laid down procedures, the Principal/Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/Contractor(s) and the Bidder/Contractor accepts and undertakes to respect and uphold the Principal/Owner's absolute right:

1) If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/ Owner after giving 14 days' notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. Such exclusion may be forever or for a limited period as decided by the Principal/Owner.

2) Forfeiture of EMD/Performance Guarantee/Security Deposit: If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Contractor.

3) **Criminal Liability:** If the Principal/Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of Indian Penal code (IPC)/Prevention of Corruption Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression

1) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.

2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder/Contractor as deemed fit by the Principal/ Owner.

3) If the Bidder/Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

Article 5: Equal Treatment of all Bidders/Contractors/Subcontractors

1) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Subcontractors/sub-vendors.

2) The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.

3) The Principal/Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

Article 6- Duration of the Pact

This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor 12 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded.

If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Competent Authority, CPWD.

Article 7- Other Provisions

1) This Pact is subject to Indian Law, place of performance and jurisdiction is the **Headquarters of the Division** of the Principal/Owner, who has floated the Tender.

2) Changes and supplements need to be made in writing. Side agreements have not been made.

3) If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.

4) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

5) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with this **Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.**

Article 8- LEGAL AND PRIOR RIGHTS

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/ Contact documents with regard any of the provisions covered under this Integrity Pact.

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

.....
(For and on behalf of Principal/Owner)

.....
(For and on behalf of Bidder/Contractor)

WITNESSES:

1.....
(signature, name and address)

2.
(signature, name and address)

Place:

Dated :

ANNEXURE - 38
(Refer SOP No. 5/30)
GUARANTEE BOND TO BE EXECUTED BY CONTRACTORS FOR REMOVAL OF DEFECTS
AFTER COMPLETION IN RESPECT OF WATER PROOFING WORKS

The Agreement made this day of two thousand between son of of (hereinafter called the Guarantor of the one part) and the PRESIDENT OF INDIA (hereinafter called 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 buildings and structures in the said contract recited completely water and leak-proof.

AND WHEREAS GUARANTOR agreed to give a guarantee to the effect that the said structures will remain water and leak-proof **for five years** from the date of giving of water proofing treatment.

NOW THE GUARANTOR hereby guarantees that water proofing treatment given by him will render the structures completely leak-proof and the minimum life of such water proofing treatment shall be five years to be reckoned from the date after the maintenance period prescribed in the contract.

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

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

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

That if GUARANTOR fails to execute the water proofing or commits breach thereunder then the GUARANTOR will indemnify the Principal and his successors 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 the parties.

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

Signed, sealed and delivered by OBLIGOR in the presence of-

- 1.
- 2.

Signed for and on behalf of THE PRESIDENT OF INDIA byin the presence of

- 1.

TO BE EXECUTED BY THE CONTRACTOR FOR REMOVAL OF DEFECTS AFTER COMPLETION IN RESPECT OF WATER SUPPLY AND SANITARY INSTALLATIONS

The agreement made this _____ day of _____ Two Thousand and _____ between _____ son of _____ (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 workmanship, finishing and use of sound materials.

AND WHEREAS THE GUARANTOR agreed to give a guarantee to the effect that the said work will remain structurally stable and guaranteed against faulty workmanship, finishing, manufacturing defects of materials and leakages, etc.

NOW THE GUARANTOR hereby guarantee that work executed by him will remain structurally stable after expiry of maintenance period prescribed in the contract for the minimum life of 01 (One) year 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 to the satisfaction of 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 the defects commit 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. _____

**TO BE EXECUTED BY THE CONTRACTOR FOR REMOVAL OF DEFECTS AFTER
COMPLETION IN RESPECT OF ALUMINIUM DOORS, WINDOWS VENTILATORS,
STRUCTURAL GLAZING & ALUMINIUM COMPOSITE PANEL WORKS**

The agreement made this _____ day of _____ Two Thousand and _____ between _____ son of _____
(hereinafter called the GURANTOR 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, anodizing, colouring, sealing.

AND WHEREAS THE GURANTOR agreed to give a guarantee to the affect that the said work will remain structurally stable, leak proof and guaranteed against faulty material and workmanship, defective anodizing, colouring, sealing and finishing for two years to be reckoned from the date after the expiry of maintenance period prescribed in the contract.

NOW THE GUARANTOR hereby guarantee that work executed by him will remain structurally stable, leak proof and guaranteed against faulty material and workmanship, defective anodizing, colouring, sealing and finishing 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 defects shall be final.

During this period of guarantee, the guarantor shall make good all defects to the satisfaction of the Engineer-in-charge at his cost and shall commence the work for such rectification within seven days from the date of issue of the notice from the Engineer-in-charge calling upon him to rectify the defects failing which the work shall be got done by the Department by some other contractor at the Guarantor's risk and cost without limited liability. 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 the 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. _____

PART –B : Civil Work

SPECIAL CONDITIONS

The agency is advised to inspect the site before tendering.

1. Unless otherwise provided in the Schedule of quantities the rates tendered by the contractor shall be all inclusive and shall apply to all heights, lifts, leads and depths of the building and nothing extra shall be payable to him on this account. Payment for centering, shuttering, however if required to be done for floor-to-floor heights greater than 3.5 m. shall be admissible at rates arrived at in accordance with clause-12 of the agreement if not already specified.

2. The contractor shall make his own arrangements for obtaining electrical service connection if required and make necessary payments directly to the department concerned.

3. Other agencies doing works related with this project will also simultaneously execute the works and the contractor shall afford necessary facilities for the same. The contractor shall leave such necessary holes, openings etc. for laying/burying in the work pipes, cables, conduits, clamps, boxes and hooks for fan clamps etc. as may be required for other agencies. Conduits for electrical wiring/cables will be laid in a way that they leave enough space for concreting and do not adversely affect the structural members. Nothing extra over the agreement rates shall be paid for the same.

4. Some restrictions may be imposed by the security staff etc. on the working and for movement of labour, materials etc. the contractor shall be bound to follow all such restriction/instructions and nothing extra shall be payable on this account.

(a) The building work will be carried out in the manner complying in all respects with the requirements of relevant by-laws of the local body under the jurisdiction of which the work is to be executed or as directed by the Engineer-in-Charge and nothing extra will be paid on this account.

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

(c) The contractor shall comply with proper and legal orders and directions of the local or public authority or municipality and abide by their rules and regulations and pay all fees and charges which he may be liable.

5. The contractor shall give a performance test of the entire installation(s) as per standing specifications before the work is finally accepted and nothing extra whatsoever shall be payable to the contractor for the test.

6. Any cement slurry added over base surface (or) for continuation of concreting for better bond is deemed to have been in built in the items and nothing extra shall be payable (or) extra cement considered in consumption on this account.

7. Testing of materials:

(a) Samples of various materials required for testing shall be provided free of charge by the contractor. Testing charges, if any, shall be borne by the department. However in case samples fail in testing, the testing charges if any shall be borne by the contractor. All other expenditure required to be incurred for taking the samples; conveyance, packing etc. shall be borne by the contractor himself.

8. The structural and architectural drawings shall at all times be properly co-related before executing any work. Any discrepancy noticed shall be brought to the notice of Engineer-in-Charge for his decision. However, in case of any discrepancy in the item given in the schedule of quantities

appended with the tender and Architectural drawings relating to the relevant item, the former shall prevail unless and otherwise given in writing by the Engineer-in-charge.

9. The contractor shall bear all incidental charges for cartage, storage and safe custody of materials issued by department or procured by the contractor and nothing extra shall be payable to the contractor on their accounts.

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

11. In compliance of Clause 5.1 of GCC The contractor shall be responsible for any activity authorized or unauthorized going on within the site area handed over to him by the department for construction, development/maintenance or for any other purpose.

12. Within 15 days of award of work, the agency shall submit the method statement as how he proposes to execute the work with quality and specification, sequencing of Item including Quality assurance plan for approval of Engineer-in Charge.

13. A detailed program in the form of precedence network diagram is to be submitted to the Engineer –in-Charge within 15 days of award of work. The programme chart should comply the milestone given in Schedule F

14. (i) The contractor shall submit shop drawings of staging and shuttering arrangement and fire-fighting works for approval of Engineer-in-Charge. The contractor shall also submit bar bending schedule for approval of Engineer-in-Charge before execution and the Engineer-in-Charge shall be competent to approve bar bending schedule.

The contractor, through his engineer, shall ensure quality construction in a planned and time bound manner. Any sub-standard Material/Work beyond set out tolerance limits shall be summarily rejected by the Engineer-in-Charge.

15. The work shall be executed as per the programme approved by the Engineer –in- Charge and it shall be so arranged as to have full co-ordination with other agencies executing building work. No claim for idle labour shall be entertained, nor, any claim on account of the delay in completion of the building work shall be liable.

16. Contractor shall be allowed 15 days mobilization from the date of issue of letter of award for the work. During this period contractor will mobilize plant & equipment and complete other preliminaries like approval of quarry, mix design, trial mix etc. No concreting shall be done until the mix-design is approved by the Engineer –in-Charge. In case of change of source or characteristic properties of the ingredients used in the concrete mix-design during the work, a revised concrete mix-design conducted by laboratory approved & shall be submitted by the contractor as per the direction of the Engineer –in-Charge. Nothing extra shall be paid on this account.

17. The contractor or his authorized representative should always be available at the site of work to take instructions from department officers, and ensure proper execution of work.

18. No work shall commence in the absence of contractor's Engineers and they shall certifying writing about the correctness of layout alignment of structure.

19. Royalty at the prevalent rates and all other incidental expenditure shall have to be paid by the contractor on all the boulders, metas, shingle, earth sand, bajri etc. collected by him for the execution of the work directly to the concerned Revenue Authority of the State or Central Government. His rates are deemed to include all such expenditure and nothing extra shall be paid.

20. No payment will be made to the contractor for damage caused by rains, or other natural calamity during the execution of the works and no such claim on this account will be entertained.

21. The contractor shall take all necessary precautions to prevent any nuisance or inconvenience to the owners, tenants of adjacent properties and to the public in general and to prevent any damage to such properties.

22. All materials which are specified to be tested at the manufacture's works shall satisfactorily pass the test in presence of the authorized representative of Engineer-in-Charge before being used in the work.

23. The work of electrification, horticulture and other internal and external services may be carried out simultaneously by other agencies with the work being tendered for against the enclosed contract documents. The contractor shall afford necessary facilities for the same.

24. Supervision of work :

All construction work shall be supervised by the contractor including his duly authorized engineers/representatives. Contractor shall provide materials and workmanship to the best of their representative kind, and shall be fully responsible for executing the work as per prescribed specifications, latest BIS Codes of Practice and Drawings

25. Quality Control :

(a) Contractor shall be fully responsible for quality of work be executed as per prescribed specification, relevant BIS codes and drawings.

(b) The Engineer-in-Charge will examine the work executed from the point of view of scope of work, inventory of fittings and fixtures and specifications for the various items before the work is finalized. If during any of the visit, use of sub-standard material or improper workmanship is noted by the Engineer-in-Charge or his superiors, the same shall also be promptly rectified on getting a written notice to do so.

26. Should there be any discrepancy due to incomplete description/ambiguity or omission in the drawings and other documents, whether original or supplementary, forming the contract either found on completion or during currency of the installation work, the contractor shall immediately, on discovering the same, draw the attention of the Engineer-in-Charge, whose decision shall be final and binding on the contractor.

27. The contractor will not have any claim in case of any delay by the Engineer-in-Charge for removal of trees, shifting, raising, removing of telegraph, telephone or electrical lines overhead or underground, water and sewer line and other structures etc. if any, which may come in the way of the work. However, suitable extension of time can be granted to cover such delays.

28. Factory made materials & Items shall be procured only from reputed & approved manufacturer or their authorized dealers.

29. The contractor will have to work according to the programme of the work, decided by the Engineer-in-Charge. The contractor shall also construct a sample unit complete in all respect within time specified by the Engineer-in-charge and this sample unit shall be got approved from the Engineer-in-charge before mass construction is taken up. No extra claim what so ever beyond the payments due at agreement rates will be entertained from the Contractor on this account.

30. The contractor shall take instructions from the Engineer-in-Charge for stacking of materials in any place. No excavated earth or building material shall be stacked over areas where other buildings, roads, services of compound walls are to be constructed.

31. If as per municipal rules the huts for labour are not to be erected at the site of work by the contractors, the contractors are required to provide such accommodation as is acceptable to local bodies and nothing extra shall be paid on this account.
32. Cement bags shall be stored in separate godown to be constructed by contractor at his own cost as per sketch which is only indicative and actual size will depend on the site requirements as per CPWD Specification 2009 (Vol.I to II). With up to date C.S and revised CPWD Specification 2002 for cement concrete, cement mortar and R.C.C. work in pursuance (IS: 456-2000) with weather proof roof and walls. Each go down shall be provided with a single door with two locks. The keys of one lock shall remain with CPWD Engineer-in-Charge of work and that of the other lock with the authorized agent of the contractor at the site of work so that the cement is removed from the go down according to the daily requirement with the knowledge of both the parties and proper account maintained in standard proforma.
33. The contractor shall be fully responsible for the safe custody of the materials even if the materials are under double lock system.
34. The contractor shall bear all incidental charges for cartage, storage and safe custody of materials and shall construct suitable go downs, yards at the site of work for storing all other materials so as to be safe against damage by sun, rain, damages, fire, theft etc. at his own cost and also employ necessary watch and ward establishment for the purpose at his cost.
35. All materials shall be got checked by the Junior Engineer-in-Charge of the works on receipt of the same at site before use.

36. ~~The agency has to follow up time frame for attending the complaints:~~

Sl. No.	Complaint Description	Time
1	Emergency (blocked drains, no power, no water, etc.)	06 hours.
2	Minor (cleaning of drains, water overflow, faulty switches, etc.)	03 days.
3	Major (repairs to doors, windows, plumbing, internal wiring, etc.)	30 days.
4	Periodical (white washing, painting, cleaning water tanks, etc.)	60 days.
5	Upgradation (Type-I, II, III, and IV quarters)	60 days.
6	Upgradation (Type-V and higher type quarters)	75 days.

37. The agency has to execute the work in following sequences

- 1. Work out the quantity of dismantling, Bricks, Tiles, Wood, Plumbing, painting/colour, plastering, work etc. should be intimate the Engineer-in-charge.**
- 2. Shade of the colour has to be get approved from the Engineer-in-charge.**
- 3. Agency has to submit the drawing of pattern of different shaded tiles as per choice of client department and as per direction of Engineer-in-charge after taken over the site**
- 4. 60% of theoretical quantity of the required materials including colour of approved shade has to be brought at site after taken over the site.**

The actual dismantling of Brick/Tiles/rubbing of old colour/plastering etc have to be started duly after the compliance of above-mentioned para.

CONDITIONS FOR CEMENT

(a) The contractor shall procure Portland Pozzolona Cement (PPC) (conforming to IS 1489 (Part 1) 1991), as required in the work, from reputed manufacturer of cement having a production capacity of one million tons per annum or more, such as Ultra tech, ACC, Vikram, Shree Cement, Ambuja, Jaypee Cement, J. K. Cement, Century Cement etc. as approved by Ministry of Industry, Government of India, and holding license to use ISI certification mark for their product whose name shall be got approved from Engineer-in-Charge. Supply of cement shall be taken in 50 Kg bags bearing manufacturer's name and ISI marking. Samples of cement arranged by the contractor shall be taken by the Engineer-in-Charge and got tested in accordance with provisions of relevant BIS Codes. In case test results indicate that the cement arranged by the contractor does not conform to the relevant BIS codes, the same shall stand rejected and shall be removed from the site by the contractor at his own cost within a week's time of written order from the Engineer-in-Charge to do so.

(b) In addition to Portland Pozzolona cement(PPC) as specified above, use of Portland slag cement conforming to IS: 455 (Latest edition) is permitted for foundation work. Portland slag cement will also be permitted for super structure works subjected to enhancement of striping time of " form work" as per provision of para 11.3.1 of IS: 456-2000 vis-à-vis the curing time as per the decision of the Engineer-in-Charge which shall be final and binding on the contractor. However, no extra payment will be made on this account.

Portland Pozzolona Cement (PPC)conforming to IS 1489 (Part 1) 1991 is permitted for foundation work and super structure works subjected to enhancement of striping time of "form work" as per provision of para 11.3.1 of IS: 456-2000 vis-à-vis the curing time as per the decision of the Engineer-in-Charge which shall be final and binding on the contractor.

The cement shall be brought at site in bulk supply as decided by the Engineer-in-Charge. The cement godown of the capacity to store a minimum of 800 bags of cement shall be constructed by the contractor at site of work for which no extra payment shall be made.

Double lock provision shall be made to the door of the cement go down. The keys of one lock shall remain with the Engineer-in-Charge or his authorized representative and the key of the other lock shall remain with the contractor. The contractor shall be responsible for the watch & ward and safety of the cement go down. The contractor shall facilitate for the inspection of the cement go down by the Engineer-in-Charge at any time.

The cement shall be got tested by the Engineer-in-charge and shall be used on the work only after satisfactory test results have been received. The contractor shall supply free of charge the cement required for testing including its transportation cost to testing laboratories. 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.

The actual issue and consumption of cement on work shall be regulated and proper accounts maintained as provided in clause 10 of the contract. The theoretical consumption of cement shall be worked out as per procedure prescribed in clause 42 of the contract and shall be governed by the conditions laid therein. In case the cement consumption is less than theoretical consumption including permissible variation, recovery at the rate so prescribed shall be made. In case of excess consumption no adjustment need to be made.

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.

The damaged cement shall be removed from the site immediately by the contractor on receipt of a notice in writing from the Engineer-in-charge. If he does not do so within 3 days of receipt of such notice, the Engineer-in-charge shall get it removed at the cost of the contractor.

The change of the brand of cement depending upon availability in local market, if needed shall be got approved by competent authority prior to use.

CONDITIONS FOR USING PORTLAND POZZOLONA CEMENT (PPC)

1.0 General:

1.1 IS:456-2000 Code of Practice for Plain and Reinforced Concrete (as amended up to date) shall be followed in regard to Concrete Mix Proportion and its production as under:

The concrete mix design shall be done as "Design Mix Concrete" as prescribed in clause-9 of IS: 456 mentioned above.

1.1.2 Concrete shall be manufactured in accordance with clause 10 of above mentioned IS:456 covering quality assurance measures both technical and organizational, which shall also necessarily require a qualified Concrete Technologist to be available during manufacture of concrete for certification of quality of concrete.

1.2 Minimum M25 grade of concrete shall be used in all structural elements made with RCC both in load bearing and framed structure.

1.3 The mechanical properties such as modulus of elasticity, tensile strength, creep and shrinkage of flyash mixed concrete or concrete using flyash blended cements (PPCs) are not likely to be significantly different and their values are to be taken same as those used for concrete made with OPC.

1.4 To control higher rate of carbonation in early ages of concrete both in flyash admixed as well as PPC based concrete, water/ binder ratio shall be kept as low as possible, which shall be closely monitored during concrete manufacture.

If necessitated due to low water/ binder ratio, required workability shall be achieved by use of chloride free chemical admixtures conforming to IS: 9103. The compatibility of chemical admixtures and super plasticizers with each set OPC, fly ash and/ or PPC received from different sources shall be ensured by trials.

1.5 In environment subjected to aggressive chloride or sulphate attack in particular, use of flyash admixed or PPC based concrete is recommended. In cases, where structural concrete is exposed to excessive magnesium sulphate, flyash substitution content shall be limited to 18% by weight. Special type of cement with low C3A content may also be alternatively used. Durability criteria like minimum binder content and maximum water/binder ratio also need to be given due consideration in such environment.

1.6 Wet curing period shall be a minimum of 10 days.

CONDITIONS FOR STEEL

The contractor shall procure TMT bars of Fe 500D grade from primary producers such as SAIL, Tata Steel Ltd, RINL, Jindal Steel & Power Ltd. And JSW Steel Ltd or any other producer as approved by CPWD who are using iron ore as the basic raw material/input and having crude steel capacity of 2.0 Million tonnes per annum and above.

In case of non-availability of steel from primary producers the NIT approving authority may permit use of TMT reinforcement bars procured from steel producers having Integrated Steel Plants (ISPs) using iron ore as the basic raw material for production of crude steel which is further rolled into finished shapes in-house having crude steel capacity of 0.5 Million tonnes per annum and more. A separate list of producers for this category shall be approved by the ADG concerned for their sub region under intimation to the Directorate, CPWD/CE, CSQ.

In case of non-availability of steel from Primary producers as well as ISPs then the NIT approving authority may also permit use of TMT reinforcement bars procured from secondary producers. In such cases following conditions should be followed-

- a) The grade of the steel Fe500 to be procured shall be specified as per BIS 1786-2008.
 - b) The secondary producers must have valid BIS licence to produce HSD bars conforming to IS 1786 : 2008. In addition to BIS licence, the secondary producer must have valid licence from either of the firms Tempcore, Thermex, Evcon, Turbo& Turbo Quench to produce TMT Bars.
 - c) The TMT bars procured from primary producers and ISPs shall conform to manufacture's specifications.
 - d) The TMT bars procured from secondary producers shall conform to the specifications as laid by Tempcore, Thermex, Evcon, Turbo& Turbo Quench as the case may be.
 - e) TMT bars procured either from primary producers or secondary producers, the specifications shall meet the provisions of IS 1786 ; 2008 pertaining to Fe 500D grade of steel as specified in the tender.
2. The contractor shall have obtained and furnish test certificate to the Engineer-in-Charge in respect of all supplies of steel brought by him to the site of work.
 3. Samples shall also be taken and got tested by the Engineer-in-Charge as per the provisions in this regard in relevant BIS codes. In case the test results indicate that the steel arranged by the contractor does not conform to the specifications as defined under para (1) (d) & (1)(e) above, the same shall stand rejected, and it shall be removed from the site of work by the contractor at his cost within a week time or written orders from the Engineer-in-Charge to do so.
 4. The steel reinforcement shall be brought to the site in bulk supply of 10 tonnes or more as decided by Engineer-in-Charge.
 5. Steel reinforcement (TMT bars) shall be stored by the contractor at site of work in such a way as to prevent distortion and corrosion and nothing extra shall be paid on this account. Bar of different sizes and length shall be store separately to facilitate easy counting and checking.
 6. For checking nominal mass, tensile strength, bend test, re-bend test etc. specimen of sufficient length shall be cut from each size of the bar at random at frequency not less than that specified hereafter:

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

7. The contractor shall supply free of charge the steel required for testing including its transporting cost to testing laboratories. The cost of tests shall be borne by the contractor.

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

9. Steel brought to site and steel remaining unused shall not be removed from site without the written permission of the Engineer-in-Charge.

PARTICULAR SPECIFICATIONS

1.0 GENERAL

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

The following modifications in the above specifications and some additional specifications shall however apply:

All stone aggregate and stone ballast shall be of hard stone variety to be obtained from quarries approved by the Engineer-in-Charge.

Sand to be used for cement concrete work, mortar for masonry and plaster work shall be of standard quality. Sand shall be obtained from the source to be got approved from the Engineer-in-Charge and screened as required. The same shall consist of hard siliceous material. It shall be clean sand.

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

Unless otherwise specified in the schedule of quantities the rates for all items of the work shall be considered as inclusive of pumping out or bailing out water if required for which no extra payment will be made. This will include water encountered from any source, such as rains, floods, and sub-soil water level being high due to any other cause whatsoever. However, payment for pumping/bailing out of water for one time will be made as per Agreement item if ponding of water is found at site at the time of start of work.

3.1 BRICK WORK.

Bricks shall be obtained from kilns approved by the Engineer-in-Charge and shall be of size 10"x5"x3" instead of 22.9 cmx11. 4cm.x7.00cm. nominal mentioned in CPWD specification for works 2009 Vol.- I to II with correction slips. Consequently, the thickness of brick walls will be measured in multiple of 5" or 125 mm.

4.0 R.C.C. WORK.

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

4.2 FORM WORK

Basically, only steel shuttering shall be adopted in general. However, a combination of steel and shuttering ply conforming to I.S: 848-1974 and I.S: 5539 may be allowed by the Engineer-in-Charge in consideration of the special request of the contractor to maintain quality and speed of the work. In such cases the use of shuttering ply shall be permitted only for circular columns, beam sides and bottom and in other locations wherever it is felt necessary on account of difficulty in using steel shuttering in such locations. But in other areas like slab, rectangular/square columns etc. steel shuttering shall be invariably used. However, no extra payment or deduction will be admissible or made for use of shuttering ply.

4.2.1 To maintain the quality and speed the contractors have to arrange and bring the shuttering materials at site for execution of the works of one floor at a time.

5.0 WOOD WORK

The samples of species of timber to be used shall be deposited by the contractor with the E.E. before commencement of the work. The contractor shall produce cash vouchers and certificate from standard kiln seasoning chemically pressure treatment plant operators about the timber section to be used on the work having been kiln seasoned chemically pressure treated by them, failing which it would not be to accept as kiln seasoned & chemically pressure treated.

5.1 Factory made shutter, as specified shall be obtained from factories to be approved by the Engineer-in-Charge and shall conform to IS: 2202 (Part-I) 1977. The contractor shall inform well in advance to the Engineer-in-Charge the names and address of the factory where from the contractor intends to get the shutters manufactured. The contractor will place order for manufacture of shutters only after written approval of the Engineer-in-Charge in this regard is given. The contractor is bound to abide by the decision of the Engineer-in-Charge and recommend a name of another factory from the approved list in case the factory already proposed by the contractor is not found competent to manufacture quality shutters. Shutters will, however, be accepted only, if this meet the specified tests. The contractor will also arrange stage-wise inspection of the shutters at factory by the Engineer-in-Charge or his authorized representative. Contractor will have no claim if the shutters brought at site are rejected by Engineer-in-charge in full lot due to bad workmanship/quality. Such shutters will not be measured and paid and the contractor shall remove the same from the site of work within 7 days after the written instructions in this regard are issued by Engineer-in-charge or his authorized representative.

6.0 STEEL WORK:

6.1 The steel doors, windows, ventilators and composite units shall be got fabricated in workshop approved by the Chief Engineer concerned.

6.2 The M.S. plate clamps 15x6mm. thick for holding arrangements are to be provided and added as per site conditions. The rate is inclusive of the cost of such clamps.

6.3 All welded steel work shall be tested for quality of weld as laid down in IS: 822 1970 before actual erection, unless otherwise specified in the nomenclature of the item.

7.0 WATER SUPPLY SANITARY INSTALLATION

7.1 The S.C.I pipe and G.I pipe wherever necessary shall be fixed to RCC columns, beams etc. with rawl plugs and nothing extra shall be paid for this.

7.2 The contractor shall be responsible of the protection of the sanitary and water supply fittings and other fittings and fixtures against pilferages and breakage during the period of installation and thereafter until the building is handed over.

7.3 Sunken Flooring: The rate of items of flooring is inclusive of providing sunk flooring in W.C, bathrooms, kitchen etc. and nothing extra on this account is admissible.

VARIATION IN CONSUMPTION OF MATERIALS:

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

VARIATION IN CONSUMPTION OF PIG LEAD :

- 9.1 The pig lead for caulking of joints of SCI pipes shall be issued as per theoretical consumption for SCI pipes of size 100mm, 75mm, 50mm at 0.98kg, 0.88kg, and 0.77 kg. per joint respectively. Over and above the theoretical quantities of lead as worked out, variation of 5% shall be allowed for wastage etc. Any difference between the actual consumption of pig lead and theoretical consumption worked out on the above basis i/c the authorized variation shall be recovered at rates in schedule 'B' plus 10% in case material issued by department. Where the pig lead is arranged by the contractor, in case variation is on higher side 5% will be allowed. In case the variation is on lower side, the quantity of pig lead used less shall be recovered from the contractor at market rate to be determined by Engineer-in-Charge whose decision in the matter will be final.

The theoretical quantity of cement to be utilized in item of concrete involving use of single aggregate and mixed by volume batching shall be computed on the basis of the co-efficient for cement to be used in different items of the work provided in DSR 2012 reducing each of the co-efficient by 5%. However, where the concrete is mixed by weight batching no such reduction shall be made from theoretical co-efficient given in DSR -2014 for concrete with crushed stone aggregate.

10. TESTING OF MATERIAL:

- (a) **The contractor shall procure all the materials in advance so that there is sufficient time for testing and approving of the material and clearance of the same before use in work.**
- (b) **In case of concrete and reinforced concrete work, the contractor shall be required to make arrangement for carrying out compression strength tests at his own cost. He shall render all assistance for the preparation of cubes, safe custody of the same proper curing and carriage up to the laboratory where the test is to be performed. The cube tests can be performed at any laboratory approved by the Engineer-in-Charge.**
- (c) **Time allowed for execution of the work provided in clause 5 of Schedule 'F' is inclusive of the time required for any kind of testing of materials and preparation of Design mix of cement concrete for all R.C.C. work, time required for initial load testing / routine load testing of piles and time required for testing of weld etc.**

11.0 WARRANTY CARD WHEREVER APPLICABLE:

- 11.1 Wherever applicable, the product which comes with manufacturer's warranty/guarantee shall be availed by the agency and such warranty / guarantee should be handed over to the Engineer – in – Charge.

12.0 INTEGRAL WATER PROOF FINISHING:

12.1 The contractor must associate himself with the specialised firm to be approved by the Engineer-in-Charge in writing, for integral cement-based water proofing treatment for sunken floors and on roofs. 10 years guarantee in prescribed proforma to be supplied by the Engineer-in-Charge must be given by the specialised firm, which shall be countersigned by the contractor, in token of his overall responsibility. In addition, 10% (ten percentages) of the cost of these items would be retained as guarantee to watch the performance of the work done. However, half of this amount (withhold) would be released after five years. If the performance of the work done is satisfactory. If any defect is noticed during the guarantee period, it should be rectified by the contractor within seven days and if not attended to the same will be got done by another agency at the risk and cost of the contractor. However, this security deposit can be released in full, if bank guarantee of equivalent amount valid for 10 years is produced and deposited with the department. Before execution of the items of integral water proofing treatment/finishing work, the contractor must submit the following details and get the same approved by the Engineer-in-charge.

- a) The name of the specialised firm
- b) The trade names of the product which could be used.
- c) List of works where this treatment has been used.
- d) Quantity of chlorides and sulphides used in the product.
- e) Rate/Rates quoted by the contractor shall include for all leads & lifts.

13.0 Condition by Water Proofing Treatment (APP)

- (a) Laying of APP membrane shall be got done through authorized applicator of the manufacturer of membrane duly approved by the Engineer-in-Charge in writing and as per direction of the Engineer in Charge.
- (b) The contractor must produce 5 years **guarantee** in prescribed proforma, and must be signed by the contractor in token of his overall responsibility. In addition, 10% (Ten percentages) of the cost of **item No. –** would be retained as guarantee to watch the performance of the work done.
- (c) However, half of this amount (withhold) would be released after 3 years, if the Performance of the work done is satisfactory. If any defect is noticed during the guarantee period, it should be rectified by the contractor within seven days and if not attended to, the same will be got done by another agency at the risk and cost of the contractor.

केन्द्रीय लोक निर्माण विभाग
कार्यालय ज्ञापन

No. DG/CON/Maintenance 2023/03

ISSUED BY AUTHORITY OF DIRECTOR GENERAL, CPWD

NIRMAN BHAWAN, NEW DELHI

Dated: 18.12.2023

Subject: Modifications in Conditions of Contract, Clause 12 and Schedule E and F of GCC 2023 for Maintenance Works

The following amendments are made in the GCC 2023 Maintenance Works:

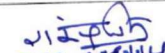
Existing provision	Modified provision
CONDITIONS OF CONTRACT	CONDITIONS OF CONTRACT
Definitions 2. In the contract, the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them:-	Definitions 2. In the contract, the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them:-
(i) to (x)(a)	(i) to (x) (a) No change
(x) (b) Schedule(s) referred to in these conditions shall mean the relevant schedule(s) annexed to the tender documents or the standard Schedule of Rates of the government mentioned in Schedule 'F' hereunder, with the amendments thereto issued upto the date of receipt of the tender.	(x) (b) Schedule(s) referred to in these conditions shall mean the relevant schedule(s) annexed to the tender documents or the standard Schedule of Rates of the government mentioned in Schedule 'F' hereunder, with the amendments thereto issued previous day of the last date of submission of the tender.
(xi) to (xv)	(xi) to (xv) No change
(xvi) No provision	(xvi) Extra items are those items which are not available in the contract. a. Non Schedule Extra Items are those items which are not available in the Standard Schedule of Rates specified in Schedule F. b. Scheduled Extra Items are those items which are available in the Standard Schedule of Rates specified in Schedule F.
(xvii) No provision	(xvii) Completion cost: The completion cost includes gross amount of work done, amount of extra item(s) and deviation(s) and escalation amount admissible as per agreement etc.


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(EE (Contact))

(xviii) No provision	(xviii) Maintenance work: Maintenance work(s) are those work(s) which includes upgradation, aesthetic improvement, special repair, addition/ alteration, annual repair, comprehensive maintenance work etc.
Clause 12 Deviations/ Variations Extent and Pricing The Engineer-in-Charge shall have power (i) to make alteration in, omissions from, additions to or substitutions for the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work, and (ii) to omit a part of the works in case of non-availability of a portion of the site or for other reasons and the contractor shall be bound to carry out the works in accordance with any instruction given to him in writing signed by the Engineer-in-Charge and such alterations, omissions, additions or substitutions shall form part of the contract as if originally provided therein and any altered, additional or substituted work which the contractor may be directed to do in the manner specified above as part of the works, shall be carried out by the contractor on the same conditions in all respects including price on which he agreed to do the main work except as hereafter provided.	Clause 12 Deviations/ Variations Extent and Pricing No change
The completion cost of any agreement for maintenance works including works of upgradation, aesthetic, special repair, addition/ alteration should not exceed two times the contract amount. Deviation upto 1.25 times of contract amount shall be approved by Engineer-in-Charge with recorded reasons. Deviation beyond 1.25 times upto 1.50 times of contract amount shall be approved by SE/CE (as applicable) with recorded reasons. In exceptional case, ADG/SDG (as applicable) shall have power to approve the deviation beyond 1.50 times upto 2.0	The completion cost shall, in no case, exceed 1.5 times the contract amount. Contractor will devise a system to keep a watch on quantum of work taken up vis-a-vis balance items required to complete defined scope of work and will give the alerts to Engineer-in-Charge before taking up extra item(s), deviation(s) so that completion cost does not exceed above limit. Work executed beyond above limit will neither be recorded nor be paid.


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times of contract amount with recorded reasons and take suitable corrective action.	Engineer-in-Charge will verify and confirm the alerts before assigning deviation(s) and / or extra item(s) to the contractor. If additional work(s) is required to complete defined scope of work beyond above limit then Engineer-in Charge may take up such work(s) separately. The contractor will not have any claim(s) whatsoever on this account.
12.1 The time for completion of the works shall, in the event of any deviations resulting in additional cost over the tendered value sum being ordered, be extended, if requested by the contractor, as follows : (i) In the proportion which the additional cost of the altered, additional or substituted work, bears to the original tendered value plus (ii) 25% of the time calculated in (i) above or such further additional time as may be considered reasonable by the Engineer-in-Charge	12.1 The time for completion of the works shall, in the event of any deviation(s) and extra item(s) resulting in additional cost over the contract amount will be extended, if requested by the contractor, as follows : (i) In the proportion to the additional cost of work, bears to the original contract amount plus (ii) 25% of the time calculated in (i) above.
12.2 Deviation, Extra Items and Pricing Extra items are those which are not available in the contract. For percentage rate tenders, the extra item(s) which are available in the standard schedule of rates specified in Schedule F, shall be paid as per the said schedule rate plus cost index (considered in the estimated cost put to tender) plus/minus percentage above/below quoted on estimated cost put to tender. For item rate tenders, the extra item(s) which are available in the standard schedule of rates specified in Schedule F, shall be paid as per the said schedule rate plus cost index (considered in the	12.2 Deviation, Extra Items and Pricing Deleted Deleted


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estimated cost put to tender) plus/minus percentage above/ below worked out on the basis of overall contract amount and estimated cost of the work put to tender.

In the case of extra item(s) which are not available in the standard schedule of rates specified in Schedule F, the contractor may within fifteen days of the receipt of order or occurrence of the item(s), submit claim for market rate(s), supported with proper analysis of rate and manufacturer's specification for the work, invoices, vouchers, etc. (as applicable),

failing which the rate(s) approved later by the Engineer-in-Charge shall be final and binding.

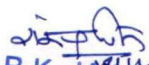
(a) Non Schedule Extra Item(s) - The contractor, shall within fifteen days of the receipt of order to execute extra item(s) or occurrence of the item(s), submit analysis of rate of extra item(s) based on the rate(s) of material(s) available in basic rate of Standard Schedule of Rate mentioned in schedule F and rate(s) of the material(s) based on tax paid bills which are not available in standard Schedule of Rate mentioned in schedule F. For this purpose, the basic rate of material(s) available in Schedule of Rate(s) mentioned in Schedule F will be enhanced or reduced by the applicable cost index, as the case may be.

The rate(s) of the material(s) which are not available in Standard Schedule of Rates, mentioned in Schedule F, shall be based on, tax paid bill(s) for the material(s) as defined in manufacturer's specification.

Material rate(s) from Standard Schedules of Rate(s) shall be given priority in the analysis of rate(s). The rate of extra item will be

- i. Analyzed rate(s) as above multiplied by (Contract amount divided by estimated cost put to tender), if tendered amount is below the estimated amount put to tender.
- ii. Analyzed rate, if the Contract amount is above the estimated amount put to tender.

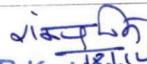
Failing which the rate(s) approved later by the Engineer-in-Charge shall be final and binding.


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(EE (Contact))

Where the contractor submits claim for market rate(s) in the manner prescribed above, the Engineer-in-Charge shall, within 45 days of the receipt of the claims, after giving consideration to the analysis of rates and other documents submitted by the contractor, determine the rates on the basis of the market rates and the contractor shall be paid in accordance with the rates so determined.	Where the contractor submits analysis of rate(s) of extra item(s) in the manner prescribed above, the Engineer-in-Charge shall, within 60 days of the receipt of the analysis of rate, after giving consideration to the analysis of rates and other documents submitted by the contractor, determine the rate(s) of extra item(s). The contractor shall be paid in accordance with the rate(s) so determined. However provisional rate(s) on the basis of invoice will be allowed by the Engineer-in-Charge. Invoice shall be accepted only for material(s) not available in the Standard Schedule of Rates mentioned in Schedule F. The contractor while submitting the tax paid bill of purchased material(s) shall ensure that rate(s) of the materials are reasonable and lowest available in the market. If Engineer-in-Charge feels rates in tax paid bill(s) submitted by contractor are not reasonable then he can modify the rate(s) after giving a notice to the contractor. Engineer-in-Charge is the final authority to decide applicable rate(s) of material(s).
(b) No Provision	(b) Scheduled Extra Items - For percentage rate tender, the extra item(s) shall be paid as per the Standard Schedule of Rates, mentioned in Schedule F, enhanced or reduced by the applicable cost index and further enhanced or reduced by percentage above/ below quoted by the contractor on estimated cost put to tender. - For item rate tender, the extra item(s) shall be paid as per the said schedule rate enhanced or reduced by the applicable cost index and multiplied by (Contract amount divided by estimated cost put to tender).


 R.K. JAIN
 (EE (Contact))

Where the contractor submits claim for market rate(s) in the manner prescribed above, the Engineer-in-Charge shall, within 45 days of the receipt of the claims, after giving consideration to the analysis of rates and other documents submitted by the contractor, determine the rates on the basis of the market rates and the contractor shall be paid in accordance with the rates so determined.	Where the contractor submits analysis of rate(s) of extra item(s) in the manner prescribed above, the Engineer-in-Charge shall, within 60 days of the receipt of the analysis of rate, after giving consideration to the analysis of rates and other documents submitted by the contractor, determine the rate(s) of extra item(s). The contractor shall be paid in accordance with the rate(s) so determined. However provisional rate(s) on the basis of invoice will be allowed by the Engineer-in-Charge. Invoice shall be accepted only for material(s) not available in the Standard Schedule of Rates mentioned in Schedule F. The contractor while submitting the tax paid bill of purchased material(s) shall ensure that rate(s) of the materials are reasonable and lowest available in the market. If Engineer-in-Charge feels rates in tax paid bill(s) submitted by contractor are not reasonable then he can modify the rate(s) after giving a notice to the contractor. Engineer-in-Charge is the final authority to decide applicable rate(s) of material(s).
(b) No Provision	(b) Scheduled Extra Items - For percentage rate tender, the extra item(s) shall be paid as per the Standard Schedule of Rates, mentioned in Schedule F, enhanced or reduced by the applicable cost index and further enhanced or reduced by percentage above/ below quoted by the contractor on estimated cost put to tender. - For item rate tender, the extra item(s) shall be paid as per the said schedule rate enhanced or reduced by the applicable cost index and multiplied by (Contract amount divided by estimated cost put to tender).


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The rate(s) of extra items so determined by the Engineer-in-Charge shall be final and binding on the contractor, and shall not be arbitrable.	The rate(s) of extra item(s) so determined by the Engineer-in-Charge shall be final and binding on the contractor.
12.3 Deviation, Deviated Quantities, Pricing All the deviated quantities shall be paid at agreement rates	12.3 No change
12.4 The case of any operation incidental to or necessarily has to be in contemplation of tenderer while quoting filing tender, or necessary for proper execution of the item included in the Schedule of quantities or in the schedule of rates mentioned above, whether or not, specifically indicated in the description of the item and the relevant specifications, shall be deemed to be included in the rates quoted by the tenderer or the rate given in the said schedule of rates, as the case may be. Nothing extra shall be admissible for such operations.	12.4 No Change
12.5 No provision	12.5 Cost index Latest available Cost index at the time of beginning of execution of extra item(s) shall be used in sub-clauses 12.2 (a) and 12.2 (b) for calculation of rate(s) of extra item(s).
12.6 No provision	12.6 Labour rates Labour rates will be based on latest available circulars issued by Central Govt. or State Govt. whichever are higher as well as applicable for the work.
PROFORMA OF SCHEDULES (Separate Performa for Civil, Elect.& Hort. Works in case of Composite Tenders) SCHEDULE 'E' Reference to General Conditions of Contract	PROFORMA OF SCHEDULES (Separate Performa for Civil, Elect.& Hort. Works in case of Composite Tenders) SCHEDULE 'E' Reference to General Conditions of Contract : (GCC EPC Projects 2022/ GCC Maintenance Works 2023/ GCC Construction Works 2023)


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	Applicable GCC is as modified & corrected upto previous day of the last date of submission of the tender. (NIT approving authority to mention one GCC in the space provided above)
SCHEDULE 'F' GENERAL RULES & DIRECTIONS: Officer inviting tender 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	SCHEDULE 'F' GENERAL RULES & DIRECTIONS: No Change Deleted
9 (ii) Standard CPWD contract Form GCC 2020, CPWD Form 7/ 8 as modified & corrected upto	9(ii) Standard CPWD contract Form General Conditions of Contract Maintenance Works 2023 , CPWD Form 7/ 8 as modified & corrected upto previous day of the last date of submission of the tender.
Clause 12 12.2 Deviation Limit beyond which clauses 12.2 shall apply for building work	Clause 12 Deleted

This issues with the approval of DG CPWD.


18-12-2023
(वी. पी. साहू)

अधीक्षण अभियंता(सी.एंड एम.)

Issued from file No. CSQ/CM/17(1)/2023/Maintenance e-file 9163323

केलोनिवि तथा लोनिवि दिल्ली के सभी अधिकारियों को आवश्यक सूचना एवं कार्यवाही हेतु।
(केलोनिवि वेबसाईट के माध्यम से)


R.K. JAIN
(EE (Contact))

LIST OF PREFERRED MAKES FOR CIVIL WORKS

Approved makes of materials to be used in the work are as under. In case of non-availability of these makes, the Engineer-in-charge may allow use of alternative BIS makes of materials in the work. Non-BIS marked materials may be permitted by the Engineer-in-charge if BIS make is not available.

No.	Material description	Approved Manufacturer / Brand Name
1	Ready Mix Concrete Plant.	Ultratech Ready Mix Concrete Plant, ACC Ready Mix Concrete Plant.
2	Cement (PPC)	ACC, Ultratech, Vikram, Shree Cement, Ambuja, Jaypee Cement, Century Cement & J.K. Cement.
3	White Cement	Birla White, J.K. White.
4	TMT bars – Fe 500D or more	SAIL, Tata Steel Ltd, RINL, Jindal Steel & Power Ltd. and JSW Steel Ltd
5	Water proofing compounds, admixtures, plasticizer, super plasticizer, curing compounds	Fosroc, ROFF/Dr. Fixit (Pidilite Industries), Garware, STP Ltd., Sika, BASF, Ardex Endura & Perma Construction Aids Pvt. Ltd.
6	Integral water proofing compound with cement (for plaster & mortar)	Fosroc: Conplast 421, Dr. Fixit: LW+, Sika: Sikacim, Asian Paint: SmartCare Vitalia & equivalent product of BASF, Garware, STP Ltd., Ardex Endura & Perma Construction Aids Pvt. Ltd.
7	Water proofing compound for bathroom/ toilet /balcony & other wet areas	Fosroc: Bush Bond, STP Ltd.: Shalcrete, CICO: Tapecrete, Dr. Fixit: Pidifine 2K, Garware, Sika: Topseal 107, Asian Paints: Damp Block 2K & equivalent product of BASF, Ardex Endura & Perma Construction Aids Pvt. Ltd.
8	Crystalline water proofing compound	Fosroc: Bushbond TGP, Dr. Fixit: Dr. Fixit Krystalline, Sika: Sika 101h, Garware, Asian Paints: SmartCare & equivalent product of BASF, Ardex Endura, STP Ltd., Perma Construction Aids Pvt. Ltd.
9	Grouts, Tile Adhesive	Laticrete, STP Ltd., Kajaria, Garware, BASF, Perma, Ardex Endura, Wurth , JK White.
10	Structural steel	SAIL, Tata Steel, Rashtriya Ispat Nigam Ltd. (RINL), JSW Steel Ltd., Jindal Steel & Power Ltd.
11	Polycarbonate sheet	GE Plastic, LEXAN & MG Polyplyast, DPI Daylighting.
12	Profile steel sheet	Ezydeck of TATA, Lloyd Superdeck, JSW, Jindal
13	Particle board	Action TESA, Merino, Archidply & Orion Doors
14	Laminates	Action TESA, Vibrant Laminate Pvt. Ltd., Greenlam, Century Ply, Merino, Archidply, Virgo & Orion Doors
15	Flush door shutters	Duro, Century, Durian, Archidply, GreenPly, JAYNA (Jain Wood Industries), Jain Doors Pvt. Ltd., GREENPANEL. Note: Only ISI marked flush door shutters to be used.
16	Fire rated doors	Signum fire protection, ASES (Agni Suraksha), Saint Gobain, Shakti Metdoor, NAVAIR, Promat, Thrislington, Pacific, Sukri & Bhawani. If fire rated glass is integral part of fire rated door than it should be of one of the following makes: Pyroguard, Saint Gobain, Asahi India, Pilkington & Schott.
17	False ceiling system	Armstrong, USG Boral, Saint Gobain, Aerolite, Diamond ceilings, Interarch, Hi-steel of PR Ceiling Products, Hunter Douglas.
18	Plywood / Veneer	GreenPly, Century, Merino, Durian, Archidply, GREENPANEL & Orion Doors
19	Metamine polish	Asian Paints metamine gold, Garware, Wudfin of Pidilite & Timbertone of ICI Dulux.
20	Floor spring & door closer	Godrej, Dormakaba, Dorset & Kich.
21	Aluminium section	Hindalco, Jindal & Indian Aluminium Co.
22	Anodized aluminium hardware (Heavy Duty)	Kilong, Alualpha, Classic & Ebco.
23	Clear/Float/Frosted/Toughen Glass/ Refractive Glass	Saint Gobain, AIS, Gold Plus & Modiguard

24	Stainless steel railing, Accessories etc.	Jindal, Dormakaba, Kich, GEZE, Godrej & Hardwyn.
25	SS fittings for doors & window	Jindal, Dormakaba, Kich, Dorset, Godrej, Ozone & Define
26	Silicon based water repellent/weather sealant	GE Plastics, Wurth, STP Ltd., Dow Corning, Waker, BASF & Pidilite (Dr. Fixit/Roff).
27	Poly-Sulphide Sealant	Fosroc, STP Ltd., Pidilite (Dr. Fixit/Roff), Sika & BASF
28	Mosaic tiles/Chequered Tiles	Ultra Tiles, NITCO, Hyper, Mayur & Pavcon
29	Glazed Ceramic Tiles	Kajaria, NITCO, Orient Bell, RAK & AGL.
30	Glazed Vitrified Tiles (Antiskid / Matt / Polished)	Kajaria, NITCO, Orient Bell, RAK, Adicon & AGL.
31	Paver block & Kerb stone	Instone, Pavcon, Hyper, Mayur, KK, Power, Sharda & Navya
32	Cement Based wall putty	Asian Paints, Birla Wall Care, JK White.
33	Oil bound washable distemper / dry distemper	Asian Paints (Professional Acrylic Distemper), Nerolac: Beauty Acrylic Distemper, Berger: Bison Acrylic Distemper, Garware & Dulux ICI: Maxilite
34	1 st quality acrylic distemper (washable/ ready mix / Low VOC)	ICI-Dulux, Asian Paints, Garware, Berger & Nerolac.
35	Acrylic emulsion paints	Asian Paints: (Professional Premium Interior Emulsion Paint), Garware, Nerolac: Beauty Gold, Berger: Rangoli Total Care & ICI Dulux: Super Cover
36	Plastic emulsion paint	Asian Paints: (Apolite Heavy Duty Premium Emulsion Paint), Garware, Nerolac: Impression, Berger: Easy Clean & ICI Dulux: 3 in 1
37	Premium acrylic emulsion paints (Interior)	Asian Paints : (Royale Luxury Emulsion), Garware, Nerolac : Impression, Berger : Silk & ICI Dulux : Velvet Touch
38	Textured exterior paint	Asian Paints, Nerolac, Garware, Berger Paints, Ultratech Paints & Luxture
39	Acrylic smooth exterior paint	Asian Paints: (Apex/Professional Premium Exterior Emulsion), Nerolac: XL, Berger: Weather Coat, Garware & ICI Dulux: Weather Shield,
40	Premium acrylic smooth exterior paint with silicon additive	Asian Paints: Apex Ultima, Nerolac: XL total, Garware, Berger: Weather Coat all Guard & ICI Dulux: Weather Shield Max
41	Synthetic Enamel Paint	Asian Paints: Apolite Premium Gloss Enamel, Nerolac: Synthetic Hi gloss, Garware Berger: Luxol Hi gloss & ICI Dulux: Gloss Synthtic enamel.
42	Cement Primer	Nerolac, Berger (BP white), Garware, STP Ltd., Asian (Decoprime WT) & ICI (White primer).
43	Steel primer (Red Oxide Zinc Chromate Primer)	Asian Paints, Nerolac, Garware, Berger & ICI
44	Wood primer	Asian Paints (wood primer – White/Pink), Garware, Berger, ICI & Nerolac
45	Epoxy paint	Asian Paints, STP Ltd., Nerolac, Berger, ICI, Kansai & Akzo Nobel
46	Fire paint	Asian Paints, STP Ltd., Akzo Nobel, Wurth PROMAT & JOTUN
47	GI/MS Pipe	Tata, Jindal, Jindal (Hisar) & Prakash Surya
48	GI Fittings	Unik, AVR, HB & Zoloto
49	HDPE Pipes	Reliance, Jain Pipes, ORIPLAST & Supreme
50	DI Pipes & fittings	Electrosteel, Jindal, TATA DUCTURA & Kesoram
51	uPVC pipe and fittings	Astral, Supreme, Prince, M/s Skipper Ltd., Ashirwad & Prayag Polymers Pvt. Ltd., Hindware.
52	SW Pipes (BIS approved)	Anand, Parry & Perfect
53	Centrifugally Cast (Spun) Iron Pipes & Fittings /Hubless pipes & fittings	Hepco, NECO, BIC, SKF, Raj Pattern Makers & Founders Pvt. Ltd. or any other ISI marked make.
54	CI Manhole covers, frames & GI Gratings	Hepco, NECO, BIC, SKF or any other ISI marked make

55	SFRC Manhole covers & gratings	Hepco, NECO, KK, JAIN & PARGATI
56	CP brass fittings (Superior Range)	Jaquar, Groh, PLATO, Prima, Roka, Player & Kingston.
57	CP brass fittings (Normal Range)	ESSCO (by Jaquar), PLATO, Prima, Parryware, CERA, Kerovit (Kajaria), Johnson, Prayag Polymers Pvt. Ltd., Player & Kingston.
58	Sanitary ware, fittings & accessories	Kerovit (Kajaria), Prima, CERA, PLATO, Jaquar, Parryware, Hindware & Prayag Polymers Pvt. Ltd.
59	Mirror glass	Atul, Modi Guard, Gold Plus & Golden Fish
60	CPVC Pipe & fitting	Astral, Supreme, Prince, M/s Skipper Ltd., Ashirwad & Prayag Polymers Pvt. Ltd., Hindware.
61	Stainless steel sink	Silver Shine (Bluestar Sanitary Industries Pvt. Ltd.), Prima, PLATO, Neelkanth, Niralli, AMC, Jyna & Prayag Polymers Pvt. Ltd.
62	FRP doors shutters & frame	Jayna, Fiberways, Jain Doors Pvt. Ltd. & Selected Product Co.
63	Extruded polystyrene insulation board	Dowcorning, Supreme, Texas & Analco
64	Gypsum plaster	Ferrous Crete, Gyproc Saint Gobain, Ultra Tech & JK White
65	Floor hardener	Ironite, Perma, STP Ltd., Ferrok & Hardonate
66	Modular Expansion Joint	Herculus, Sanfield India Ltd & Vexcolt
67	Glass Wool	Dow Corning, UP Twiga & Isover
68	uPVC door/window/ventilator	Fenesta, Komerling, Rheau, Veka, Duroplast, Aluplast & Advika Profiles Pvt. Ltd. (Advika Fenster) (Fabrication and installation will be done by profile manufacturer or his authorized fabricator).
69	uPVC doors and window hardware	Roto, Dorset, DNV Accado & Kinlong
70	AAC block Adhesive	UltraTech, Perma, Ardex Endura, Home sure/Build well & Ferrous Crete, MYK Latcrete.
71	PVC Water Tank	Sintex, Patton & Vectus
72	AAC Block	TATA, Excel, MAX Blocks, UltraTech, HIL, BILTECH ACE & Gravit.
73	Modular Kitchen	Godrej, Evok by Hindware
74	Aluminum shuttering	Knest, S-form, Durand Forms (India) Pvt. Ltd. & Mivan
75	Dash fasteners /Anchors	Wurth, Hilti, Bosch & Fischer
76	MBBR reactor, Multi grade Filter & Activated Carbon Filter	Degremont, OSDPL, Thermax & ION Exchange
77	MBBR media	Cooldeck, MM Aqua, Eco Aqua & Ion Exehange
78	Solid PVC Door Frames & Shutters	Polyline, Sintex, Plasto Green, Duroplast & Rajshri Plastiwood
79	Aluminium Composite Panel	Alstrong, Aludecor & Timex
80	Toilet Cubical with HPL board & SS fittings of grade SS-316	Merino Industries Limited, Greenlam Industries Ltd.

All fitting shall have ISI marked on its body wherever applicable.

Note :- Chief Engineer, Kolkata, CPWD, Kolkata reserves the right to add or delete any materials and Brands in the list of approved materials/brands. Unless otherwise specified in the tender document, all the materials which are ISI marked shall be used in the work and if the ISI marked materials are not available, materials confirming to ISI shall be used, and for materials which are neither BIS marked nor confirm to BIS, the manufacturer's specification shall be used with prior approval of Engineer-in-charge.

Proforma for Quoting The Rates

Central Public Works Department					
NIT No.: 107/26/NIT/AE-II/EE-KOL-III/CPWD/2026-2027					
Name of work: - Construction of Shed at National Institute of Homeopathy(NIH) Herbal garden, Kalyani during 2026-27.					
Estimated Cost put to tender (₹)				Rs 5,71,174.00	
<u>Proforma for Quoting the Rates</u>					
Name of the Contractor					
Sr. No.	Name of component	Estimated Cost in ₹	Percentage above or below the estimated cost	% in Figures	Total Cost in ₹
1	Civil Work	Rs 5,71,174.00			
	Total Cost	Rs 5,71,174.00			

1. Only one of the options is to be filled. More than one option shall be rejected.
2. Rate filled in any form shall be considered only in % age.
3. Rate filled at any other place in the document shall not be considered
4. No condition shall be accepted.