PART – B

NIT No. 04 / e-tender/ EE (C)/ ATPCD/ 2026-27

Name of Work: Day to Day Maintenance of Horticulture and landscaping developments in the new campus of Central University of Andhra Pradesh at Janthaluru, Ananthapuramu, Andhra Pradesh.

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CONDITIONS FOR HORTICULTURE WORK

1. The work shall be executed as per approved design and drawings, CPWD Specification-(CIVIL) 2019 Vol. I & II and Specifications for Horticulture & Landscaping-2025 with correction slips issued upto the last date of submission of tender including extensions if any, particular specifications, special conditions and the specifications of Bureau of Indian Standards. Where the aforesaid provisions and conditions are silent, relevant specialized literature and manufacturer's specifications shall be followed for execution of work

2. Before tendering, the contractor shall inspect the site of work and shall fully acquaint himself about the conditions prevailing at site, availability of materials, Sources & availability of water, land and suitable locations for construction of godowns, stores and camp, transport facilities, the extent of leads and lifts involved in achieving the completion of work.

3. The contractor shall at his own expense and risk arrange land for accommodation of labour, setting up of office, the storage of materials, erection of temporary workshops, construction of approach roads to the site of the work including land required for carrying out of all jobs connected with the completion of the work. However, the departmental land, to the extent available may be allowed to be used for the purpose free of rent without accepting any responsibility for the delay, if any, on this account. The contractor shall have to abide by the regulations of the authorities concerned and the directions of the Engineer-in-charge for the use of the land available at the site of work. If during construction, it becomes necessary to remove or shift the stored materials shed workshop, access roads, etc., to facilitate execution of any other work by any other agency, the contractor shall carry out the removal of shifting as directed by the Engineer-in-charge and no claim whatsoever, shall be entertained on this account.

4. It shall be deemed that the contractor has satisfied himself as to the nature and location of the work, transport facilities, availability of sources of water , land for setting up of camp, etc. the department will bear no responsibility for lack of such knowledge & the consequences thereof.

5. The contractor shall have to make approaches to site, if so required and keep them in good condition for transportation of labour and materials as well as inspection of works by the Engineer-in-charge. Nothing extra shall be paid on this account.

6. Materials used on work without prior approval and testing (where testing is necessary) by the Engineer - in - charge are liable to be considered unauthorized, and not acceptable. The Engineer-in-charge shall have full powers for removal of any or all of the materials brought to site by contractor which are not in accordance with the contract specifications or do not conform, in character or quality to the samples approved by the Engineer-in-charge. In case of default on the part of the contractor in removing rejected materials, the Engineer-in-charge shall be at liberty to have them removed at the risk and cost of the contractor.

7. The work shall be carried out in such a manner so as not to interfere / or adversely/ or disturb other works being executed by other agencies, if any.

8. Any damage done by the contractor to any existing work or work being executed by other agencies shall be made good by him at his own cost.

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9. The contractor shall maintain in good condition all work executed till the completion of entire work entrusted under this contract.

10. No payment shall be made to the contractor for damage caused by rain, flood and other natural calamities whatsoever during the execution of works and any damage to the work on this account shall have to be made good by the contractor at his own cost.

11.The Rates of all the items of work shall be considered as inclusive of all charges like Transportation, Royalty and other Taxes etc.

12.The contractor shall take instructions from the Engineer-in-charge regarding supply and stacking of material at site and execution of work etc. He shall bear all charges for storage and safe custody of materials.

13. The Contractor shall be responsible to arrange at his own cost all necessary Tools and plants required for execution of original and maintenance works.

14. The contractor shall make his own arrangements for obtaining separate Electric connection if required and make necessary payment directly to the Department concerned.

15. **Watering and Water Management**

a. The source of water shall be provided/arranged by CUAP/CPWD. However, the agency shall make its own arrangements for operating the existing pumping systems for drawing/collecting water from available sources such as raw water sumps, STP, bore wells, etc., located within the CUAP campus.

b. Most of the developed horticultural areas within the CUAP campus are connected through pipelines/drip irrigation systems. Wherever such pipelines or watering facilities are not available or are not located in the vicinity of the required watering areas, the agency shall transport and supply water through its own water tanker(s) or by any other suitable means to ensure timely and adequate watering of lawns, plants, trees and other horticultural areas.

c. No extra payment shall be admissible for transportation of water through tankers or other means within the campus. Keeping/providing adequate water tanker(s) within the campus by the agency shall be a **mandatory requirement under T&P (Tools & Plants)**. No separate claim in this regard shall be entertained.

d. Since water shall generally be provided by CUAP/CPWD, water charges at the rate of **1% shall be recovered from the Running Account (RA) bills/final bill**, as applicable under the Agreement.

e. In the event that CUAP/CPWD is unable to make any water source available within the campus, the agency, with the prior permission of the Engineer-in-Charge, shall arrange water from outside the campus. Necessary extra payment for such externally arranged water shall be made as per the terms and conditions of the Agreement.

f. Overall water management, including ensuring adequate, timely and regular/ daily watering of all plants, lawns, trees and other horticultural areas, shall be the responsibility of the agency. In the event of death/damage of any plant or tree attributable to inadequate or non-availability of watering due to the agency's failure, the agency shall be responsible for necessary replantation/replacement and/or recovery of the associated cost, as determined by the Engineer-in-Charge and in accordance with the Agreement.

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16. Tools, Plants and Equipment (T&P)
The agency shall arrange and maintain all necessary Tools & Plants, machinery and equipment required for efficient execution of day-to-day horticulture and landscaping works. These shall include, but shall not be limited to, lawn mowers, water tanker(s), pruning machines, hedge trimmers, gardening tools and other necessary equipment required for proper maintenance and upkeep of the campus landscaping.

17. The operating cost of Machinery i.e., Petrol / Kerosene Oil / Mobile Oil etc., and proper repair and maintenance of Lawn Mowers, water tankers and Pumps shall be borne by the contractor.

18. The Department shall not be responsible for any injury partial or permanent or death of any workers at site due to accident or malfunctioning of the equipment or by negligence of the staff.

19. All applicable and prevailing taxes will be recovered from the contractor's bills as applicable from time to time

20. If any damage caused for public conveniences, services, the same shall have to be repaired instantly, failing which necessary recovery shall be made from the Contractor's bills.

21. If any Buildings, Roads and Channels are spoiled/ damaged by the Contractor, the same shall be got repaired by the Contractor at his own cost, otherwise the complete cost will be recovered as intimated by the authorities concerned.

22. The rejected and sub-standard materials should be removed from the site of work immediately. The Department shall not be responsible for any damage/loss of rejected materials.

23. The contractor shall have registration with EPFO and ESIC for safeguarding the interest of his workers. The contractor shall make deduction on account of EPF & ESIC from the wages payable to the labourers deployed by him on the work and will furnish detail of each worker to the Engineer-in-charge every month.

24. The materials and plants shall be supplied as and when required basis, as per direction of Engineer- in-charge.

25. In case of any restrictions imposed for working in the area by the security agencies or any other authorities during events, contractor shall strictly follow such restrictions and nothing extra shall be payable to the contractor on this account.

26. The contractor shall follow provisions of contract labour (Abolition and regulation) ACT 1970 & minimum wages ACT.

27. **APPROACH ROADS etc.,**

27.1 The contractor shall at his own expense and risk arrange land for accommodation of labour, setting up of office, the storage of materials, erection of temporary workshops, construction of approach roads to the site of the work including land required for carrying out of all jobs connected with the execution & completion of the work. However, the departmental land, to the extent available may be allowed to be used for the purpose free of rent without accepting any responsibility for the delay, if any, on this account. The contractor shall have to abide by the regulations of the authorities concerned and the directions of the Officer - in-charge for the use of the land available at the site of work. If during construction, it becomes necessary to remove or shift the stored materials shed workshop, access roads, etc., to facilitate execution of any other work by any other agency, the contractor shall carry out the removal of

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shifting as directed by the Officer – in – charge and no claim whatsoever, shall be entertained on this account.

27.2 It shall be deemed that the contractor has satisfied himself as to the nature and location of the work, transport facilities, availability of land for setting up of camp, etc. the department will bear no responsibility for lack of such knowledge & the consequences thereof.

28. **RATES**

28.1 The prospective tenderer shall offer his rates for the complete work including maintenance component as per schedule of works. The tender will be evaluated considering the rates quoted for all components put together.

GENERAL TERMS AND CONDITION

(MAINTENANCE / DEVELOPMENT WORKS)

1. The work shall be carried out as per CPWD yardstick, CPWD Specificaiton-2025 with up to date correction slips and 'as per CPWD Horticulture specification.

2. In general, the work shall be carried out as per the General Conditions of Contract 2023 for Maintenance works

3. The contractor shall take instruction from the officer-in-charge regarding supply and stacking of material at site and execution of work etc. He shall bear all charge for storage and safe custody of materials.

4. All garden rubbish/waste/garbage etc. generated due to any operation from Horticulture woks and in lawn areas whatsoever shall be disposed of on daily basis by the contractor to the specified common disposal point and nothing extra shall be paid on this account. After the collection of full truck load of the said rubbish/waste/garbage etc., the same shall be disposed off by the contractor to the authorized municipal dhalao /dumping ground if removal of garden waste item is included in this schedule, in case of non-removal / disposal in the specified period, as penalty Rs. 2000/- (Rs. Two Thousand only) per day shall be recovered from the contractor.

5. **Contractor / agency shall provide shoe and proper uniform to the workers with half jacket (fluorescent material), which bears the name of CPWD (Horticulture) prominently;** Design to be got approved from officer-in-charge, nothing shall be paid to the agency on this account.

6. The contractor or his supervisor will regularly meet with the site officer-in-charge for taking the direction.

7. In case of any causality of shrubs, trees or any other plants, during maintenance period, contractor will have replace the trees/shrubs/other plants of the same. Height and specification at his own risk and cost and nothing extra shall be paid for the same, in this regard recovery of the Rs. 100/- per shrubs, Rs. 500/- per tree, Rs. 700/- for each other foliage/decorative plants and Rs. 300/- per Sqm. For lawns shall be made. The decision of the Executive Engineer/Assistant Director (H) shall be final and binding in this regard.

8. The rejected and substandard material should be removed from the site of work immediately; the Department shall not be responsible for any damage/loss of rejected material. If the same will not be removed within five days after issuing notice in writing by Assistant Director of Horticulture, then necessary recovery shall be made @ Rs. 500 /- per day.

9. The staff deployed for horticulture work must have good knowledge about horticulture works operations like hedge cutting, lawn mowing, planting of trees/seedlings, lawn maintenance, potted

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plants maintenance etc. and supervisor should be well behaved, experienced and qualified to communicate with the clients, occupants, staff and officers.

10. The contractor shall maintain the attendance of staff/ labour deployed at site through bio metric system or authentic proof of attendance, nothing shall be paid to the agency on this account.

11. The contractor shall have registration with EPF and ESIC for safeguard interest of his workers. The contractor shall make deduction on account of EPF & ESIC to labour/staff deployed by him on the work and will furnish detail of each worker at division office every month.

12. The material and plants shall be supplied as and when required basis, as per direction of officer-in-charge.

13. All the T&P, related spare parts, its repairing, fuel and other then T&P items like irrigation pipe, broom sticks etc. required for maintenance shall be arranged by the contractor at his own cost.

14. The Department shall not be responsible for any injury, or death of any worker at site due to accident during functioning of the equipment or by negligence of the contractor /agency.

15. The contractor will be responsible for police verification of the labour & permission of vehicles deployed for the execution of work They have to follow all the security norms/guidelines of the concerned Ministries/Department. A list of workers deployed will have to provide to the Officer-in-charge before starting the work to get the necessary security passes and other security clearance well in advance.

16. All the engaged workers are to be equipped with photo identity cards issued by the contractor and contractor will maintain their particulars (i.e. Name, Father's Name, Local Address and permanent address etc.). A copy of the same will be provided to the Officer-in-charge. The expenditure on this account will be borne by contractor and nothing will be reimbursed for it.

17. The attendance register shall be maintained by the contractor. Officer-in-charge can verify this register at any time. This will be submitted with each RA bill along with particulars as mentioned above.

18. In case of any restriction imposed for working in the area by the security agencies or any other authorities during events, contractor shall strictly follow such restriction and nothing extra shall be payable to the contractor on this account.

19. The contractor will have to engage the minimum labour (as per yard stick of the work) not below the age of 18 years.

20. In case of absence from duty by labour, amount shall be recovered @ double- of current minimum wages from the contractor's bill.

21. The contractor or his representative should be available at site on every visit, of officer-in-charge as well as visit of senior officers.

22. Sample of grass may be got approved from the Officer-in-charge, in case of regressing relaying of grass.

23. If good earth is rejected due to certain reasons, the same should be replaced immediately by the Contractor at his own risk and cost

24. The undersigned reserves the right to reject any tender without assigning any reason and no conditional tender will be accepted.

25. The Department shall be at liberty to discontinue/cancel agreement by serving one week notice without assigning any reason thereof. Decision of the Assistant Director of Horticulture shall be final and binding to the Contractor for which no claim on any account shall be entertained by the department.

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

27. If due to any reasons the date of opening the tender has been declared holiday by the Govt. of India, then tender will be opened on next working day.

28. Any work carried out without the approval of the Officer-in-charge/ at site of work shall not be accounted and will not be paid.

29. The agency should be approved and eligible contractor of CPWD registered in Horticulture Category for the executing of horticulture works.

30. If any damage caused for public conveniences/services, the same shall have to be repaired instant, failing which necessary recovery shall be made from the Contractors bill.

31. The undersigned reserved the right to accept/reject any or all the tenders without assigning reason.

32. If any Civil Missionary Work Building, Road and Channels or electric cable etc will be damaged by the Contractor during execution the same will have to repair by the Contractor at his risk and cost, otherwise the complete cost will be recovered as intimated by the Civil/Electrical Division concerned.

33. The contractor shall have to pay the minimum wages to the labour as per prevailing rates of Telangana Government time to time and it shall be binding on the contractor who shall have to pay the increase the rates from the retrospective effect to the labour and nothing will be paid extra on this account to the contractor.

34. All applicable and prevailing taxes will be recovered from the contractor bills as per Andra Pradesh and Central Government.

35. The contractor will make his own arrangement for accommodation of labourers.

36. The contractor will be responsible for police verification of the labour & permission of vehicles deployed for the execution of work. They have to follow all the security norms/guidelines of the concerned Ministries/Department. A list of workers deployed will have to provide to the Officer- in-charge before starting the work to get the necessary security passes and other security clearance well in advance.

37. All the engaged workers are to be equipped with photo identity cards issued by the contractor and contractor will maintain their particulars (i.e. Name, Father's Name, Local Address and permanent address etc.). A copy of the same will be provided to the Officer-in-charge. The expenditure on this account will be borne by contractor and nothing will be reimbursed for it.

38. No RA Bill will be released without submitting EPFO & ESIC Challans of labours.

39. All the T&P, related spare parts, its repairing, fuel and other then T&P items like irrigation pipe, hession cloth, broom etc. required for maintenance shall be arranged by the contractor at his own cost.

40. The Department shall not be responsible for any injury, or death of any worker at site due to accident during functioning of the equipment or by negligence of the contractor/agency.

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GENERAL CONDITIONS (Horticulture)

TECHNICAL SPECIFICATION AND TERMS & CONDITIONS FOR ORIGINAL AND MAINTENANCE OF HORTICULTURE WORKS

1. GENERAL:

The technical specifications and terms & conditions for Development of Horticulture works should be read in conjunction with the general conditions of contract.

2. SCOPE OF WORK:

The scope of the contract covers all landscape Development works in respect of existing garden features as detailed under the item of work which includes lawns, ground covers, rockeries, flower beds, creepers and climbers, shrubs, topiary works, ornamental and flowering trees, fruit trees, planters at all the levels of the area including self-grown trees within the area, if required to be retained.

The Engineer-in-charge has the right to carry out further Landscape development in these areas and minor extensions will be included in the scope of works but major projects will be dealt with separately.

During the period of contract (Maintenance) All garden areas including plantation areas are to be kept neat and tidy throughout the period of contract.

3. PERIOD OF CONTRACT:

Time allowed: **12 Months**

4. GENERAL SUPERVISION:

The development and Maintenance of landscaping and horticulture works will be carried out under the general supervision of the Deputy Director (Hort.)/ Asst. Director (Hort.) or his representative Section officer.

The areas will be regularly inspected by the authorized staff of the Department to check the, materials being used, attendance of the contractor's staff and for general supervision.

The instruction of departmental staff is to be carried out promptly. In case of any difference of opinion / interpretation of specifications and conditions, the matter is to be referred to the Engineer-in-charge for his decision, which shall be final and binding.

5. CONTRACTOR'S SUPERVISION:

(a) The contractor must engage one **full time Garden Supervisor** who preferably should be experienced in the horticulture field.

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(b) Retired Chowdhury (Garden supervisor) from CPWD or other Government Departments. Undertaking or Firm of repute with good physique & health, with sound knowledge of the subject and he should be literate enough to maintain the required records.

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(c) The Supervisor should be with mobile to ensure efficient supervision. No extra payment to be paid

The staff engaged by the contractor shall not be substituted except for sickness/ approved leave or otherwise found unfit for the job.

(d) Minimum one supervisor is to be engaged for 10-20 of staff. In case, the total staff is less than 10 Nos. one of the skilled labours shall work as working supervisor. But he must possess the qualification as mentioned in para 5 (b).

6. CONTRACTOR'S MANPOWER AND MANAGEMENT:

(i) The staff engaged by the contractor shall not be substituted except for sickness/approved leave or otherwise found unfit for the job

(ii) The contractor must engage gardeners and other staff with adequate experience of horticulture works, **not construction labour** for lawn/landscape Maintenance/Development of works.

(iii) The number of field staff for maintenance of different garden features and operations required is specified as per Approved Yardstick of Govt. of India or is based on actual requirement as experienced where Yardstick is not prescribed. The contractor should examine this strength and in case of disagreement on strength of field staff, he should make submission with valid reasons well before the submission of tender documents for consideration of the Engineer-in-charge whose decision shall be final.

(iv) The contractor shall have to engage the minimum agreed strength of staff at all the times. Due to any exigencies, if some additional staff is required to be deployed no additional payment will be made to the contractor if the works are to be carried out within the maintained area, and within the scope of work.

(v) ***The contractor shall maintain attendance and other records of the manpower engaged by him as required under the rules and must observe all the formalities required under the labour act.***

(vi) ***The garden staff shall wear uniform / dress of approved design and colour during the working hours.***

(vii) The normal working hours will be from 9.00 AM to 5.00 PM with 1 hour lunch break from 1.00 PM to 2.00 PM, subject to staggering of duty hours as per actual requirements.

(viii) During Sundays and other holidays, the contractor must deploy essential staff to ensure minimum Maintenance.

(ix) For other exigencies, contractors shall deploy the required number of staff beyond normal duty hours if directed so to carry out the works within the scope of agreement.

7. GENERAL MAINTENANCE OPERATIONS:

The maintenance shall include watering, fertilizing, plant protection from pests and diseases, mowing and upkeep of lawns, sweeping and disposal of garden refuse, minor weeding, cutting of edges, pruning and clipping of hedges, topiary work as per pruning standards, raking,

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preparation and planting of seasonal flowers, minor repair works, and all other landscape operations necessary for the proper growth of garden features and presenting a satisfactory standard of maintenance throughout the period of contract. The general maintenance includes but is not limited to the works specified in the following paragraphs.

8. IRRIGATION:

The contractor shall be responsible for the daily watering of the lawn / landscape areas, at his cost for labour and material (like Hose pipes, hydrant Keys etc.)

The contractor shall be responsible for the adequate watering of the lawn / landscape areas at his cost for labour and material (like Hose pipes, hydrant Keys etc.).

The contractor shall be responsible for washing / spraying with water of trees, shrubs and other plants as and when directed to do so.

Watering and Water Management

a. The source of water shall be provided/arranged by CUAP/CPWD. However, the agency shall make its own arrangements for operating the existing pumping systems for drawing/collecting water from available sources such as raw water sumps, STP, bore wells, etc., located within the CUAP campus.

b. Most of the developed horticultural areas within the CUAP campus are connected through pipelines/drip irrigation systems. Wherever such pipelines or watering facilities are not available or are not located in the vicinity of the required watering areas, the agency shall transport and supply water through its own water tanker(s) or by any other suitable means to ensure timely and adequate watering of lawns, plants, trees and other horticultural areas.

c. No extra payment shall be admissible for transportation of water through tankers or other means within the campus. Keeping/providing adequate water tanker(s) within the campus by the agency shall be a **mandatory requirement under T&P (Tools & Plants)**. No separate claim in this regard shall be entertained.

d. Since water shall generally be provided by CUAP/CPWD, water charges at the rate of **1% shall be recovered from the Running Account (RA) bills/final bill**, as applicable under the Agreement.

e. In the event that CUAP/CPWD is unable to make any water source available within the campus, the agency, with the prior permission of the Engineer-in-Charge, shall arrange water from outside the campus. Necessary extra payment for such externally arranged water shall be made as per the terms and conditions of the Agreement.

f. Overall water management, including ensuring adequate, timely and regular/ daily watering of all plants, lawns, trees and other horticultural areas, shall be the responsibility of the agency. In the event of death/damage of any plant or tree attributable to inadequate or non-availability of watering due to the agency's failure, the agency shall be responsible for necessary replantation/replacement and/or recovery of the associated cost, as determined by the Engineer-in-Charge and in accordance with the Agreement.

Tools, Plants and Equipment (T&P)

The agency shall arrange and maintain all necessary Tools & Plants, machinery and equipment required for efficient execution of day-to-day horticulture and landscaping

works. These shall include, but shall not be limited to, lawn mowers, water tanker(s), pruning machines, hedge trimmers, gardening tools and other necessary equipment required for proper maintenance and upkeep of the campus landscaping.

9. MANURING AND FERTILIZATION & SPREADING OF GOOD EARTH:

The contractor shall do the required manuring and three applications of fertilization and spreading of good earth. The labour involved in manuring and fertilizing shall be borne by him. The cost of fertilizer / manure and good earth will be paid separately under relevant items.

10. PLANT PROTECTION:

Periodic checks are to be carried out for pests and diseases. In the event of infestation, prompt spraying of appropriate pesticides, fungicides etc. will be required for eradication of the same.

Spraying is to be handled by Trained staff in this field. The contractor shall be held fully responsible for any damage caused to garden features by application of wrong chemicals.

The contractor shall be held responsible for any mishap or injury to the staff handling insecticides and fungicides etc.

The required insecticides, fungicides, chemicals etc. shall be supplied by the contractor and paid for separately and all other operations regarding the plant protection shall be carried out by the contractor and costs borne by the contractor.

11. LAWN MOWING AND SWEEPING:

Lawn should be mowed at regular intervals and grass should not be allowed to over grow under any circumstances. The frequency of lawn mowing in the following orders is to be observed except in case of unavoidable circumstances. Trimming of grass, hedge and mowing margins with the help of garden sword / hedge sheer / edge sheer / khurpa etc. should be done immediately after mowing.

All garden refuse, dry leaves, dry branches etc. and machine cut grass shall be Removed and disposed by the contractor to appropriate dumping area as specified by the department.

12. PRUNING AND TRAINING:

Clipping and training of hedges, edges minimum once in a fortnight and trimming shrubs, Trees, Creepers, and other standard plants shall be carried out at regular intervals.

Stacking of plants, wherever required and stacks and supports shall be adjusted from time to time. This also requires replacement of damaged tree belts / tree ties by the contractor.

Pruning, Cutting and Clipping, Deadwoods, Water sprouts, Suckers shall be removed, hedges and other standard required to achieve formal and geometric shape shall be so clipped.

Regular cutting back of certain types of plants to encourage proper growth, Pruning shall be done in such a manner as not to cause too much change in their natural and normal shape.

Standard should be so trained that they present a uniform shape.

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13. CULTIVATION & WEEDING:

Regular minor weeding of lawns, cutting of edges of lawns, ground covers and flower beds, making basins of trees and shrubs pits and hoeing is to be done. The garden is to be kept free from weeds of alien plants. This operation must be carried out at frequent intervals throughout the year, to keep the garden neat and tidy all along the period.

14. FLOWERS AND PLANT MATERIAL:

The flowers beds are to be maintained by planting winter and summer seasonal flowers. This includes preparation of flowers beds, submission of planting schemes at least three months in advance of planting indicating the varieties / colours planting beds and proper care. The contractor should provide plant material as per the schedule and as per direction of officer in charge. If possible contractor may raise the seedlings in nursery. The contractor will prepare the planting schemes for full year. The adequate number of seedlings may be planted. If the contractor may damage the seedlings he should be replace the same at free of cost or else the necessary recovery shall be made from the contractor.

The flowers beds should be thoroughly dug and prepared at least 3 to 4 weeks before actual plantation.

15. REPAIR AND REPLACEMENT:

The contractor shall carry out all minor repairs to garden features damaged due to digging in the area, negligent handling by the staff, soil erosion caused by excessive watering / rains including replacement of plants that die during the period of maintenance operations or those that are unhealthy, unsightly or of impaired condition, as soon as practicable after damage is identified. Any replacement by substitution suggested by the department shall be done by removal of existing dead plant material etc. making pits for new ones and actual planting, without any additional cost.

The cost of garden features, plant material etc. due to natural calamities occurred after completion of whole work shall be borne by the department. However, labour required for these purposes shall be arranged by the contractor.

16. PERCAUTIONARY MEASURES:

The contractor must take all necessary precautions for carrying out the above operations. In the event of any injury / accident to any person(s) damage to government or private properties, the responsibility and liability will be entirely on the contractor and such damaged government property shall be made good by the agency at his own cost.

17. CERTIFICATE OF WORK DONE, PAYMENT AND PENALTIES:

All payment to the contractor shall be based on the monthly invoices / bills submitted by the A.D(H) & S.O (H).

In case the contractor fails to carry out the instructions, the cost of work not done will be deducted from the monthly bills of the contractor as proposed by the A.D (H) & S.O (H) and decided by the Officer-in-charge, which may be double the cost of actual procurement cost or as decided by the Officer-in-Charge.

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18. QUANTITY OF WORK:

The quantity of work may be increased or decreased by the competent authority and the contractor shall be bound to execute the work on the quoted rates as per relevant clauses of the agreement.

19. RATES:

The rates should be inclusive of all expenses such as wages, cutting of hedge, mowing of lawn, application of fertilizers, insecticides and pesticides and disposal of Horticultural rubbish generated during the entire period.

20. TOOLS AND PLANTS / AGRICULTURAL MACHINERY:

All the tools & plants / agricultural machinery required for the proper maintenance of the lawn / landscape works shall be arranged by the contractor including Hose pipes & Manual or power Driven Lawn Mowers, manually operated Sprayers etc.

GOOD EARTH (SPECIAL CONDITION)

1. Good earth shall be suitable for gardening free from kankar, moorum, shingle, rocks, stones, brick bats, building rubbish, sandy loam.
2. Good earth supplied shall be well drained, fertile, having the pH value in the range of 6.5 to 7.5.
3. The earth shall be free from clods or lumps or calcareous clods.
4. The earth shall be stacked at site in stacks not less than 50cm high and of volume not less than 3.00 cum.
5. Length, breath and height of stacks shall be measured correct to a cm. The volume of the stacks shall be reduced by 20% for voids before payment, unless otherwise described.
6. If good earth is rejected due to certain reasons, the same should be replaced immediately.

MANURE (SPECIAL CONDITION)

1. The manure shall be suitable for gardening, fertile and well decayed, free from grit and other unwanted materials and dusty soil.
2. Length, breath and height of stacks shall be measured correct to a cm. The volume of the stacks shall be reduced by 8% for voids before payment, unless otherwise specified.
3. If manure is rejected due to certain reasons, the same should be replaced immediately.
4. The manure shall be stacked at site in stacks not less than 50 cm high and of volume not less than 3.00 cum.

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CONDITIONS OF PLANTS

The entire quantity of plants as mentioned in Schedule of Quantities shall be supplied at site as and when required. Before supplying the entire quantity, a sample plant must be got approved by the Engineer-in-charge.

1. The plants should be free from all insects, pests and diseases.
2. The plants should be full of fresh and healthy foliage. **Only after inspection of sapling health, they will be allowed for planting.**
3. The plants should be very healthy and of vigorous growth and as specified in the Schedule of Quantity.
4. The height of plants will be measured leaving the root portion.
5. The foliage plants should be well established with good spread.
6. The main stem or trunk should be strong up to the required height.
7. The plants should be true to the variety and the named varieties should be tagged.
8. The supply will be taken at site of work.
9. The quantities may be increased or decreased as per actual requirements at site.
10. The moss stick used should be made of plastic pipe, straight and properly fit in the pot.
11. Moss stick should be covered with the plants in case of plants supplied with moss stick
12. Good earth and manure used for filling the pot/poly bag shall be free from any inert material and mixed to proper ratio.
13. Pot/Poly bag used for filling the Plants should be of proper size and good quality and not damaged.
14. In case of potted plants, pots should have uniformity / same size and quality.
15. There should be proper drainage in pots for Plants.
16. There should be no stagnation of water in the pots.
17. The height of the plant will be measured from top of the pots/polybag.
18. The plantation will be allowed only after prior inspection of health of the plant.
19. The plants should be well settled and should not be newly shifted / transplanted.
20. The rejected plants and materials should be removed from the site immediately.
21. All plants should have the tendency of growth and should not be stunted or de-shaped.
22. The Plants should not have any physiological disorders.
23. Tips of the Plants should be intact, there should not be any damages etc.,
24. The flowering plants should also have proper flowering and should be true to the variety.
25. In case of flowering pots, flower should be on bud stage / semi bloom stage.
26. Plants of bigger height should be properly supported / stacked with bamboo stick.
27. Bulbs, seeds, seedlings and suckers should be properly treated with fungicides before supply. Unhealthy seeds/Propagating material and seedlings will be rejected the same has to be replaced immediately.

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ADDITIONAL CONDITIONS

NOTE: As per the Horticulture DSR 2025 page No. 121 referred that The GST @18% will not be applicable when the supply of goods & services in which value of goods does not constitute more than 25% of the gross estimated amount. (As per 6.3 Sr. 3 and 3A of notification No. 12/2017-CTR exempt pure services and composite) for maintenance of Horticulture works. If the material cost works out more than 25% then GST @18% will be applicable on whole items of estimate.

1. As the present work shall be executed under Hort. Division/Sub-Division, CPWD, the work cannot be suspended even for one day after starting the work. The Officer-in-charge have liberty to forfeit earnest money & performance guarantee deposited by the agency, after one-day notice through site order book in this regard.

2. If because of any reasons work has to be stopped, it shall be responsibility of contractor to bring the facts to the notice of the either field staff or Engineer-in-charge, failing which the said period shall not be accounted for Hindrance period.

3. The contractor has to work in restricted area and in restricted time due to security reasons. He shall be bound by the instructions of security staff and Engineer-in-charge in this respect & no claim shall be entertained due to imposed restrictions of time.

4. Contractor shall provide name, father's name, residential address and other details i/c photo as may be required by the security staff for issue of photo pass to the labour deployed on work. The Department shall arrange only passes for getting into the building only, if required.

5. The contractor shall be responsible for 50behaviour and conduct of his workers. No worker with doubtful integrity or having a bad record shall be engaged at site of work by the contractor.

6. Other agencies may also simultaneously be executing the work of electrification, Horticulture or external services and other building works for the same bldg. along with this work. The contractor shall especially co-ordinate and cooperates with the other agency carrying out this work and no claim in this regard will be entertained.

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

8. The contractor shall take all precautions to avoid accidents by exhibiting necessary caution boards. He shall be responsible for all damages and accidents caused due to negligence on his part. No hindrance shall be caused to traffic during the execution of the work by storing materials on the road.

9. Due to restriction on driving slow moving vehicles/hand driven rickshaws in NDMC areas, the contractor has to make his own arrangement of motorized transportation & nothing extra shall be paid on this account. Legal action shall be taken against violation.

10. The dismantling wherever required shall be done in a manner so that no other portion of the building or its fixtures are damaged. If any damage are done to the building it shall be made good by the contractor at his own cost and no claim what so ever shall be entertained on this account.

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11. The sites where the work is to be executed on any day shall be got approved from the representatives of the Officer-in-charge at the site of work. No work shall be carried out in without the approval of the representative of the Engineer-in-charge at the site of work. Such works carried out without the approvals of the representative of the Engineer-in- charge shall be rejected and will not be measured and paid for.

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

13. The contractor shall have to make his own arrangement for housing facilities for staff and labour away from construction site and shall have to transport the labour to and from between construction site and labour camp at his own cost. No labour huts will be allowed to be constructed at the project site except a few temporary sheds for chowkidars and storekeepers.

The decision about how many sheds can be allowed for chowkidars and storekeepers at project site shall rest with the Engineer-in-charge and the contractor shall have no claim on this account".

14. All Sub-Standard material if brought by contractor shall be rejected and shall have to be removed by him at his cost from the site immediately and this office will not be responsible for the safe custody of the same. And Engineer-in-charge shall have powers to get it disposed in case of failure by contractor at the risk and cost of contractor.

15. The Sub-standard work shall be rejected outright and shall not be measured and no claim what so ever, shall be entertained in this regard. The decision of the Engineer-in-charge shall be final and binding in this regard.

16. Nothing extra shall be paid to the contractor for excess consumption of materials in case of the materials arranged by him.

17. The Assistant Director (Hort.) has got the right to accept or reject the tender as whole or part of it and no claims whatsoever will be entertained on this account.

18. The contractor and/or his authorized representative should inspect the site order book every day and got the compliance noted by the representative of Engineer-in-charge or Engineer-in charge.

19. No T & P shall be supplied by the Department.

20. Due to Security reason the contractor shall have to arrange time table of labour according to the security requirement staff and Engineer-in-charge instructions. The contractor should see the site before tendering.

21. Where ever in this NIT VAT, Service Tax & Sale Tax mentioned may be read as GST.

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CONDITIONS OF HORTICULTURE WORKS

1. The work shall be carried out as per CPWD yardstick and as per CPWD Delhi Schedule of Rates, Analysis of Rate sand Specifications (HORTICULTURE & LANDSCAPING), 2020.
2. The minimum field staffs are to be engaged as per approved yard stick. The yard stick for reference are as given below: - (As applicable)

A. Garden lawn area:

(a) 1 Mali / 1.00 Acre/4047 Sqm (prestigious garden).
(b) 1 Mali / 1.25 Acre/5059 Sqm (for Office Building garden).
(c) 1 Mali /1.35 Acre/5463 Sqm (for flats garden).
(d) 1 Mali /1.25 Acre/ 5059 Sqm (for M.P.'s Bungalow garden)

B. Trees:

(a) Slow growing trees up to 4 years old and fast growing trees up to 3 years old: 1 Mali / 250 Nos.
(b) Slow growing trees up to 4 to 8 years and fast growing trees 5 to 6 years: 1 Mali / 300 Nos.
(c) Slow growing trees beyond 8 years and fast growing trees beyond 6 years: 1 Mali / 1200 Nos.

C. Shrubs:

(a) Shrubs @ 1 Mali / 500 Nos.

D. Potted Plants:

(i) Earthen Potted plants:1 Mali / 2000 Nos.(for Nursery).
(j) Earthen Potted plants: 1 Mali / 750 Nos.(for ground floor in flat).
(k) Cement potted plants: 1 Mali / 300 Nos. (for ground floor in flat).
(l) Earthen Potted plants: 1 Mali / 250 Nos.(for multi storied).

E. Hedge:

(a)1 Mali / 10,000 running ft./929.04 Sqm.

3. The total Nos. 24 of field staff /Mali to be engaged will be as per schedule of Qty. The staff should have experience. The normal working hours will be 8 hours a day subject to staggering of duty hours as per actual requirement.
4. The contractor shall take instruction from the officer-in-charge regarding supply and stacking of material at site and execution of work etc. He shall bear all charge for storage and safe custody of materials.
5. All garden rubbish/waste/garbage etc. generated due to any operation from Horticulture woks whatsoever shall be disposed off on regular basis by the contractor to the specified common collection/disposal point at designated place and nothing extra shall be paid on this account.
6. The site shall be cleared from all type of rubbish, surplus T & P etc. complete in all respect at the time of completion of work.
7. Contractor/agency shall provide proper uniform (Pant, Shirt, Cap/ Duppta, Salwar, Kurta) to the workers which bears the name of CPWD(Horticulture) prominently; colour design to be got approved from officer-in-charge, nothing shall be paid to the agency on this account.
8. The contractor or his supervisor will regularly meet with the site officer-in-charge for taking

the direction.

9. In case of any causality of shrubs, trees or any other plants/materials due to negligence of contractor, during maintenance period, contractor will have replaced the trees/shrubs/other plants/materials of the same height and specification at his own risk and cost and nothing extra shall be paid for the same. The decision of the Dy. Director/Asst. Director of Horticulture shall be final and binding in this regard.

10. The rejected and substandard material should be removed from the site of work immediately the Department shall not be responsible for any damage/loss of rejected material.

11. The staff deployed for horticulture work must have good knowledge about horticulture works operations like potting, repotting, watering to pots, shaping & pruning of potted plants, planting of trees/seedlings, potted plants maintenance etc.

12. The contractor shall have registration with EPFO and ESIC for safeguard interest of his workers. The contractor shall make deduction on account of EPF & ESIC to labour /staff deployed by him on the work and will furnish detail of each worker at division office every month/quarterly.

13. All the T&P, related spare parts, its repairing, fuel and other then T & P items like irrigation pipe, hessian cloth, broom etc. required for maintenance shall be arranged in advance by the contractor at his own cost.

14. The Department shall not be responsible for any injury or death of any worker at site due to accident during execution of work.

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

16. The location of storing and stacking of material shall be decided by the Officer-in-charge.

17. The contractor will be responsible for police verification of the labour & permission of vehicles deployed for the execution of work, if required. They have to follow all the security norms/guidelines of the concerned Ministries/Department. A list of workers deployed will have to provide to the Officer-in-charge before starting the work to get the necessary security passes and other security clearance well in advance, if required.

18. All the engaged workers are to be equipped with photo identity cards issued by the contractor and contractor will maintain their particulars (i.e. Name, Father's Name, Local Address and permanent address etc.). A copy of the same will be provided to the Officer-in-charge. The expenditure on this account will be borne by contractor and nothing will be reimbursed for it.

19. The attendance register shall be maintained by the contractor. Officer-in-charge can verify this register at any time. This will be submitted with each RA bill along with particulars as mentioned above.

20. GST as applicable. In case of any variation in GST or other Tax liability to contractor need to manage / bear in future himself.

21. The agency shall made his own arrangement for storage of materials, T&P articles etc. and accommodation for his labour.

22. During execution of work any damage caused to Govt. property/articles by the labours, the same shall be got rectified by the agency and nothing extra shall be paid on this account.

23. In case of any restriction imposed for working in the area by the security agencies or any other authorities during events, contractor shall strictly follow such restriction and nothing extra

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shall be payable to the contractor on this account.

24. The contractor will haveto engage the minimum labour (asper yard stick of the work) not below the age of 18 years.

25. In case of absence from duty by labour, contractor is responsible to replace the labour with prior intimation to the officer in charge. If he fails to replace, then the amount shall be recovered @ double of current minimum wages from the contractor's bill

26. The contractor or his representative should be available at site on every visit, of officer-in-charge as well as visit of senior officers.

27. Contractor will have to give payment on minimum wages fixed by Government of India which are revised time to time through Bank or ECS or online transfer to the Bank accountof deployed staff. Any increase in the labour wages by Govt. of India subsequently may be retrospective effect, shall be binding to the contractor and labour shall be paid at the increased rates w.e.f. the date mentioned in the notification.

28. The contractor shall follow provision of contract labour (Abolition and regulation) ACT 1970 & minimum wages ACT.

29. The contractor is bound to distribute the salary / wages to his worker by 7th of each month, positively, by ECS or online transfer to the Bank account of deployed staff, as feasible.

30. The following documents should be the part of bill submitted by the agency and Engineer-in- Charge/ authorized representative of Engineer-in-Charge should verify these documents before making payment: -

(i) Document of payment made to the employees directly in their bank accounts.

(ii) Document of attendance.

(iii) Document of deposition of ESI & EPF deductions in the employee's accounts. If any bill submitted for payment before deposition of ESI/EPF deductions, then document of deposition of ESI/EPF deduction for the previous month.

(iv) Any other documents required to ensure the disbursing minimum wages on or before time and ESI/EPF deduction deposited in their account timely.

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PERFORMA OF WORKER IDENTITY CARD

BACK	
	SL.NO……..
NOTE:- **1. ThisContractor is valid only for specified working place / placeof duty.** **2. This Contractor is fully responsible for any misuse of this card beyond duty hours / days.** **3. The contractor bears responsibility for the character card holder worker.**	**WORKERIDENTITYCARD** **NameofAgency with Address :-** **TelephoneNo./Mobile:-** **RegistrationNo:-** **VALIDUPTO:-…….**

FRONT	
Nameofworker: **PresentAddress:** **PermanentAddress:** **IdentificationMark:** **PlaceofDuty:**	 **Signatureof the Worker** **Signature of the contractor**

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SPECIAL CONDITIONS

1.0 General

1.1 **Specifications & Order of preference**:

1.1.1 Except for the items, for which Particular Specifications are given or where it is specifically mentioned otherwise in the description of the items in the schedule of quantities, the work shall generally be carried out in accordance with the "CPWD Specifications 2019 Vol. I & II" with up-to-date correction slips, additional / Particular Specifications, Architectural / structural drawings and as per instructions of Engineer-in-Charge.

1.1.2 The several documents forming the tender are to be taken as mutually complementary to one another. Detailed drawings shall be followed in preference to small scale drawings and figured dimensions in preference to scaled dimensions.

1.1.3 If there is any difference or discrepancy between the description of items as given in the schedule of quantities, particular specifications for individual items of work (including special conditions) and I.S. Codes etc., the following order of preference shall be observed

(i) Description of items as given in Schedule of Quantities.

(ii) Particular Specifications, Special Conditions and Additional conditions, if any.

(iii) Drawings.

(iv) CPWD Specifications.

(v) General conditions of contract for CPWD works.

(vi) Indian Standard Specifications of B.I.S.

(vii) Manufacturers' specifications & as decided by Engineer-in-charge.

(viii) Sound Engineering practices.

"In the event of any variation/ discrepancy in the drawings, specifications and tender documents etc. the decision of the Engineer-in-charge shall be final binding and conclusive on the contractor and in the case the contractor have any doubt and the same should be got clarified immediately from the Engineer-in-charge and no claim of the contractor shall be entertained thereafter. Moreover, the agency is not allowed to take benefit out of any clerical/ grammatical mistake in the standard clauses/Schedule of Quantities/Specifications etc. being used in the agreement".

1.1.4 Any reference made to any Indian Standard Specifications, shall imply to the latest version of that standard, including such revisions / amendments as issued by the Bureau of Indian Standards up to last date of receipt of tenders. **The Contractor shall keep at his own cost all such publications including relevant Indian Standard Codes applicable to the work at site**.

1.2 Scope:

1.2.1 The works to be governed by this contract shall cover delivery and transportation up to destination, safe custody at site, insurance, erection, testing and

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commissioning of the entire works.

1.2.2 The works to be under taken by the contractor shall inter alia include the following:

i. Preparation of detailed SHOP drawings and AS BUILT drawings wherever applicable.
ii. Obtaining of Statutory permissions wherever applicable and required.
iii. Pre-commissioning tests as per relevant standard specifications, code of practice, Acts and Rules wherever required.
iv. Warranty obligation for the equipment and/or fittings/fixtures supplied by the contractor.

1.2.3 Contractor shall provide all the shop drawings or layout drawings for all the coordinated services before starting any work or placing any order for any of the services etc. These shop drawings/layout drawings shall be got approved from Engineer-in-charge before implementation and this shall be binding on the contractor. The contractor shall submit material submittals along with material sample for approval of Engineer-in-charge prior to delivery of material at site.

1.2.4 All the hidden items such as water supply lines, drainage pipes, conduits, sewers etc. are to be properly tested as per the design conditions before covering and their measurements in computerized measurement book duly test checked shall be deposited with Engineer in charge or his authorized representative, prior to hiding these items.

1.3 Deployment of Technical staff & skilled labour:

1.3.1 The quality of work is of paramount importance. Contractor shall have to engage well experienced skilled labour and deploy modern T&P and other equipment's to execute the work to provide the desired quality.

The Contractor shall depute Site Engineer & skilled workers as required for the work. He shall submit organization chart along with details of Engineers and supervisory staff. It shall be ensured that all decision making powers shall be available to the representatives of the contractor at site itself to avoid any likely delays on this account. The contractor shall also furnish list of persons for specialized works to be executed for various items of work. The Contractor shall identify and deploy key persons having qualifications and experience in the similar and other major works, as per the field of their expertise. If during the course of execution of work, the Engineer-in-Charge is of the opinion that the deployed staff is not sufficient or not well experienced; the Contractor shall deploy more staff or better-experienced staff at site to complete the work with quality and in stipulated time limit. The Project Manager of the contractor having minimum Two years of experience in case of Graduate and minimum Five years of experience in case of Diploma Engineer in similar nature of work along with all technical staff as mentioned in the clause 32 of the GCC, shall always be available at the site during execution of work.

1.4 Removal of Machinery, Tools & Equipment:

1.4.1 Removal of machinery, tools & equipment shall be allowed to be moved away from the site only when, in written opinion of Engineer-in-Charge, the same are no longer required at site of work.

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1.5 Soil conditions of site:

1.5.1 Contractor(s) shall study the soil investigation report for the site, available in the office of the Engineer-in-Charge and satisfy himself about complete characteristics of soil and other parameters at site. No claim whatsoever on account of any discrepancy between the sub-surface strata conditions that may be actually encountered at the time of execution of the work and those given in soil report, in-accuracy or interpretation thereof shall be entertained from the Contractor under any circumstances. The ground water table is in variable condition and the information given in the report is only indicative and it may vary from time to time.

1.6 Site condition:

1.6.1 The tenderer shall acquaint himself with the site of work and see the approaches to the site. In case any approach from main road is required at site or existing approach is to be improved and maintained for cartage of materials by the contractor, the same shall be provided, improved and maintained by the contractor at his own cost.

1.7 Precautionary measures:

1.7.1 Temporary barricading shall be provided at Site by the contractor at their own cost. The barricading physically define the boundaries of the plot for restricted entry to only those involved in the work and also to prevent any accident and also not causing any inconvenience to the traffic. The barricading panels shall be painted and "CPWD" mark should be made in suitable size, shapes and number as directed by Engineer-in-charge without any extra cost. It shall be dismantled and taken away by the contractor after completion of the work at his own cost with the permission of Engineer-in-charge.

1.7.2 Contractor shall take all precautionary measures to avoid any damage to adjoining property. All necessary arrangement shall be made at his own cost. The contractor shall take all precautions to prevent his workmen and employees from removing and damaging any Flora (plant/vegetation) from the campus/site.

1.7.3 The contractor shall take all precautions to avoid accidents by exhibiting necessary caution boards day and night, speed limit boards, red flags, red lights and providing barriers. He shall be responsible for all damages and accidents caused to work due to negligence on his part. No hindrances shall be caused to traffic, during the execution of the work. In case of any accident of the labourers/ contractual staff, the entire responsibility will rest on the contractor and any compensation under such circumstances, if becomes payable, shall be entirely borne by the contractor.

1.7.4 The contractor, his authorized representative, workmen etc. shall strictly observe orders pertaining to fire precautions prevailing in the area.

1.7.5 The Contractor shall take all necessary precautions to prevent any nuisance or inconvenience to the owners, tenants or occupants of the adjacent properties and to the public in general. The Contractor shall take all care, as not to damage any other adjacent property or other services running adjacent to the plot. If any damage is done, the same shall be made good by the Contractor at his own cost and to the entire satisfaction of the Engineer-in-Charge. The Contractor shall use such methodology and equipments for execution of the work, so as to

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cause minimum environmental pollution of any kind during construction, to have minimum construction time and minimum inconvenience to road users and to the occupants of the buildings on the adjacent plot and public in general, etc. He shall make good at his own cost and to the entire satisfaction of the Engineer in Charge any damage to roads, paths, cross drainage works or public or private property whatsoever caused, due to the execution of the work or by traffic brought thereon, by the Contractor. Further, the Contractor shall take all precautions to prevent any pollution of streams and waterways. All waste or superfluous materials shall be carted away by the Contractor, entirely to the satisfaction of the Engineer-in-Charge. Utmost care shall be taken to keep the noise level to the barest minimum so that no disturbance as far as possible is caused to the occupants / users of adjoining buildings. No claim what so ever on account of site constraints mentioned above or any other site constraints not specifically stated here, shall be entertained from the Contractor. Therefore, the Contractors are advised to visit site and get firsthand information of site constraints. Accordingly, they should quote their tenders. Nothing extra shall be payable on this account.

1.8. General cleanliness of the site and Stacking & Storage of Materials:

1.8.1 The site of work shall be always kept clean in general strictly adhering to approved job layout and green building parameters. The Contractor shall take all care to prevent any water-logging at site. The waste water shall not be allowed to be collected at site. It may be directly pumped into the public drainage system with prior approval of the concerned authorities. For discharge into public drainage system, necessary permission shall be obtained from concerned authorities after paying the necessary charges, if any, directly to the authorities. The work shall be carried out in such a way that the area is kept clean and tidy. All the fees/charges in this regard shall be borne by the Contractor. Nothing extra shall be payable on this account.

1.8.2 The contractor shall take instructions from the Engineer-in-Charge regarding collection and stacking of materials at any place. No excavated earth or building rubbish shall be stacked on areas where other buildings, roads, compound wall, services etc. are to be constructed.

1.8.3 For construction works which are likely to generate malba / rubbish, contractor shall dispose of malba, rubbish & other unserviceable materials and wastes at his own cost to the notified/specified dumping ground and under no circumstances these shall be stacked / dumped even temporarily, outside the construction premises.

1.8.4 The contractor shall construct suitable godowns, yard 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.

1.9 Lab Equipment:

The contractor shall provide at his own cost suitable weighing, surveying and levelling and measuring arrangements as may be necessary at site for checking. All such equipment shall be got calibrated in advance from laboratory, approved by the Engineer-in-Charge. Nothing extra shall be payable on this account. A site laboratory with the minimum equipment as specified in NIT shall be established, made functional and maintained within 21 days from the award of the work without any extra cost to the department.

1.10 Setting Out

1.10.1 The contractor shall establish, maintain and assume responsibility for grades, lines, levels and bench marks. He shall report any errors or inconsistencies regarding grades, lines,

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levels, dimensions to the Engineer-in-Charge before commencing work. Commencement of work shall be regarded as the contractor's acceptance of such grades, lines, levels and dimensions and no claim shall be entertained at a later date for any errors found.

1.10.2 In order to set the alignment of buildings / foundations and to mark the same on the ground, the agency is to adopt "total station" surveying method. The agency is to engage a well versed and well experienced surveyor in "total station" survey. Nothing extra for this total station survey is payable.

If at any time, any error in the respect of setting out appears during the progress of the work, the contractor shall, at his own expense rectify such error if so required, to the satisfaction of the Engineer-in-Charge.

(i) Though the site levels are indicated in the drawings, the contractor shall ascertain himself and confirm the site levels with respect to GTS bench mark from the concerned authorities. The contractor shall protect and maintain temporary/ permanent benchmarks at the site of work throughout the execution of the work. These bench marks shall be got checked by the Engineer-in-Charge or his authorized representatives. The work at different stages shall be checked with reference to bench marks maintained for the said purpose. Nothing extra shall be payable on this account.

(ii) The approval by the Engineer-in-Charge, of the setting out by the contractor, shall not relieve the contractor of any of his responsibilities and obligation to rectify the errors/defects, if any, which may be found at any stage during the progress of the work or after the completion of the work.

1.10.3 The contractor shall be entirely and exclusively responsible for the horizontal, vertical and other alignments, the level and correctness of every part of the work and shall rectify effectively any errors or imperfections therein. Such rectifications shall be carried out by the contractor at his own cost to the instructions and satisfaction of the Engineer-in-Charge.

1.10.4 The Contractor shall carry out survey of the work area, at his own cost, setting out the layout of building in consultation with the Engineer-in-Charge & proceed further. Any discrepancy between the architectural drawings and actual layout at site shall be brought to the notice of the Engineer-in-charge. It shall be responsibility of the Contractor to ensure correct setting out of alignment. Total station survey instruments only shall be used for layout, fixing boundaries, and center lines, etc., along with the theodolites. Nothing extra shall be payable on this account.

1.10.5 Contractor shall provide permanent bench marks, flag tops and other reference points for the proper execution of work and these shall be preserved till the end of work. All such reference points shall be in relation to the levels and locations, given in the Architectural and plumbing drawings.

1.11 Temporary Water, Electricity & Telephone Connections:

1.11.1 The contractor shall make his own arrangements for water including boring of tube wells etc. if necessary and for electricity by obtaining electric connections and by providing diesel generators of adequate capacity if required and make necessary payments directly to the State Govt. departments concerned. Necessary approval shall be taken by the contractor from the ground water department for boring of tube wells. Nothing extra shall be paid on these

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accounts. Contractor shall get the water tested from laboratory approved by the Engineer-in-charge at regular interval as per the CPWD Specifications 2019. All expenses towards collection of samples, packing, transportation and testing charges etc. shall be borne by the contractor. The contractor shall obtain environmental and pollution clearance for the diesel generators. Nothing extra shall be paid on this account.

1.11.2 The Contractor shall arrange electricity at his own cost for testing of the various electrical installations as directed by Engineer-in-Charge and for the consumption by the contractor for executing the work. Also, all the water required for testing various electrical installations, fire pumps, wet riser / firefighting equipment, fire sprinklers etc. and also testing water supply, sanitary and drainage lines, water proofing of underground sump, overhead tanks, water proofing treatment etc. shall be arranged by the contractor at his own cost. Nothing extra shall be payable on this account.

1.11.3 Arrangement of temporary telephone connection, water and electricity required by Contractor, shall be made by him at his own cost and also necessary permissions shall be obtained by him directly from concerned authorities, under intimation to the Department. Also, all initial cost and running charges, and security deposit, if any, in this regard shall be borne by him. The Contractor shall abide by all the rules/ bye laws applicable in this regard and he shall be solely responsible for any penalty on account of violation of any of the rules / byelaws in this regard. Nothing extra shall be payable on this account.

1.11.4 The Contractor shall be responsible for maintenance and watch and ward of the complete installation and water / electricity meter and shall also be responsible for any pilferage, theft, damage, penalty etc. in this regard. The Contractor shall indemnify the Department against any claim arising out of pilferage, theft, damage, penalty etc. whatsoever on this account. Security deposit for the work shall be released only after **No Dues Certificates** are obtained from the local Authorities from whom temporary electric/ water / telephone connection have been obtained by the Contractor. Nothing extra shall be payable on this account.

1.11.5 The Department shall in no way be responsible for either any delay in getting electric and/or water and/or telephone connections for carrying out the work or not getting connections at all. No claim of delay or any other kind, whatsoever, on this account shall be entertained from the Contractor. Also, contingency arrangement of stand-by water & electrical supply shall be made by the Contractor commencement and smooth progress of the work so that work does not suffer on account of power failure or disconnection or not getting connection at all. No claim of any kind whatsoever shall be entertained on this account from the Contractor. Nothing extra shall be payable on this account.

1.12 Architectural and structural Drawings:

1.12.1 Although concept architectural drawings are either uploaded in the web along with NIT for reference to the bidder or made available in the office of Executive Engineer, CPWD, Kurnool, the main working & detailed architectural drawings will be issued by the department in phased manner as per the approved programme of contractor/progress of work. **It is the duty of the contractor to intimate requirements of drawings reasonably well in advance and no hindrance shall be allowed on this account.**

1.12.2 The work shall be carried out in accordance with the Architectural drawings**.**Before commencement of any item of work, the contractor shall correlate all the relevant architectural issued for the work, nomenclature of items, specifications etc. and satisfy himself that the

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information available there from is complete and unambiguous. The figures & the written dimensions of the drawing shall supersede the measurement by scale. The discrepancy, if any, shall be brought to the notice of the Engineer-in-Charge for immediate decision before execution of the work. The contractor alone shall be responsible for any loss or damage occurring by the commencement of work on the basis of any erroneous and/ or incomplete information and no claim, whatsoever shall be entertained on this account. The delay caused on account of non-timely action by the contractor in resolution of the differences whatsoever shall not be considered as valid ground for extension of time unless otherwise accepted by Engineer-In-Charge.

1.12.3 The information and site data shown in the drawings and mentioned herein and also elsewhere in the tender documents are being furnished for general information and guidance only. The department shall not bear responsibility for lack of such knowledge and also the consequences thereof. The Engineer-in-charge in no case shall be held responsible for the accuracy thereof or any interpretation/ or conclusions drawn there from by the contractor.

1.13 Scaffolding &Staging:

1.13.1 Wherever required for the execution of work, all the scaffolding shall be provided and suitably fixed, by the contractor. The scaffolding shall be provided strictly with steel double scaffolding system, suitably braced for stability, with all the accessories, gangways, etc. with adjustable suitable working platforms to access the areas with ease for working and inspection. Single scaffolding system is strictly prohibited and shall invite necessary action. It shall be designed to take all incidental loads. It should cater to the safety features for workmen. Nothing extra shall be payable on this account. It shall be ensured that no damage is caused to any structure due to the scaffolding.

1.13.2 The contractor should submit the shop drawings of staging and shuttering for approval of Engineer-in-Charge before actually commencing the execution of work under the item. Nothing extra shall be payable on this account.

1.13.3 Contractor shall make necessary arrangements required for staging/scaffolding for execution of OHT with independent staging of about 30m to 35m height including designing of staging where ever required and getting it proof checked by Govt. institute to ensure safety during construction. Nothing extra shall be payable for staging or its design / proof checking other than those provisions taken in B.O.Q.

1.14 Co-ordination with other agencies:

1.14.1 The Contractor shall conduct his work so as not to interfere with or hinder the progress of the work being performed by other Contractors or by the Engineer-in-Charge. As far as possible, he shall arrange his work and place, so as not to interfere with the operations of other Contractors or shall arrange his work with that of the others, in an acceptable and coordinated manner and shall perform it in proper sequence.

1.14.2 Other agencies may also simultaneously execute and install the works and the contractor shall afford necessary facilities for the same. The contractor shall leave such recesses, holes, openings, trenches etc. as may be required for such related works (for which inserts, sleeves, brackets, conduits, base plates, clamps etc. shall be available as specified elsewhere in the contract) and the contractor shall fix the same at the time of casting of concrete, stone work and brick work, if required, and nothing extra shall be payable on this account.

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1.14.3 The Contractor shall cooperate with and provide the facilities to the associate-Contractors and other agencies working at site for smooth execution of the work. The Contractor shall –

(i) Allow use of scaffolding already erected, toilets, sheds etc.

(ii) Properly co-ordinate their work with the work of other Contractors.

(iii) Provide control lines and benchmarks to his associate-Contractors and the other Contractors.

(iv) Provide hoist and crane facilities for lifting material at mutually agreed rates.

(v) Co-ordinate with other Contractors for leaving inserts, making chases, alignment of services etc. at site.

(vi) Adjust work schedule and site activities in consultation with the Engineer-in-Charge and other Contractors to suit the overall schedule completion.

(vii) Resolve the disputes with other Contractor amicably and the Engineer-in-Charge shall not be **made intermediary or arbitrator. The department shall not be responsible for the disputes between the subject work contractor and associate contractor / other agencies working at site. No claim shall be allowed by the department.**

1.15 Procurement of materials:

1.15.1 All material shall only be brought at site as per program finalized with the Engineer-in-Charge. Any pre-delivery of the material not required for immediate consumption shall not be accepted and thus not paid for.

1.15.2 The contractor shall procure the required materials in advance so that there is sufficient time for testing of the materials and approval of the same before use in the work.

1.16 Protection of Existing Services & buildings and Materials:

1.16.1 Existing drains, pipes, cables, over-head wires, sewer lines, water lines and similar services encountered in the course of the execution of work shall be protected against the damage by the contractor at his own expense. The contractor shall not store materials or otherwise occupy any part of the site in a manner likely to hinder the operation of such services. In case temporary supporting of such services is required to facilitate the work, the same shall be done by the contractor at no extra cost.

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

1.16.3 All fossils, coins, articles of value of antiquity, structures and other remains or things of geological or archaeological interest discovered on project location during excavation/construction shall be the property of the Government, and shall be dealt with as per provisions of the relevant legislation. The contractor will take reasonable precaution to prevent his workmen or any other persons from removing and damaging any such article or thing. He will, immediately upon discovery thereof and before removal acquaint the Engineer-in-charge

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of such discovery and carry out the official instructions of Engineer-in-charge for dealing with the same, till then all work shall be carried out in a way so as not to disturb/ damage such article or thing.

1.16.4 The contractor shall be responsible for the watch and ward / guard of the buildings, safety of all fittings and fixtures including sanitary and water supply fittings and fixtures provided by him against pilferage and breakage during the period of installations and thereafter till the building is physically handed over to the client department. No extra payment shall be made on this account.

1.16.5 The contractor shall be fully responsible for the safe custody of materials brought by him/ issued to him even though the materials may be under double lock key system.

1.17 Rates and other conditions for payment:

The rates quoted by the Contractor are deemed to be inclusive of the following-

1.17.1 Site clearance, setting out work, profile, establishment of reference bench mark(s), taking spot levels, construction of all safety and protection devices, barriers, barricading, signage, labour safety, welfare & training measures, preparatory works, working during monsoon, working at all depths, height, lead, lift and location etc. until / unless specified otherwise, implementation of green building norms to achieve desired GRIHA (3 star) Rating etc. and any other incidental works required to complete this work. Nothing extra shall be payable on this account. Payment for centering & shuttering, however, if required to be done for floor heights greater than 3.50m shall be admissible at rates arrived in accordance with clause 12 of the agreement if not already specified.

1.17.2 For works below ground level the contractor shall keep that area free from water. If dewatering or bailing out of water is required the contractor shall do it and nothing extra shall be paid except otherwise provided in the items of schedule of quantities.

1.17.3 Any legal or financial implications resulting out of disposal of earth shall be sole responsibility of the contractor. Nothing extra over the schedule shall be paid on this account.

1.17.4 All labour, material, tools and plants and other inputs involved in the execution of the item.

1.17.5 Providing sunk flooring in bath-rooms, kitchen, etc.

1.17.6 Performance test of the entire installation(s) before the work is finally accepted.

1.17.7 Any cement slurry added over base surface (or) for continuation of concreting for better bond is deemed to have been built in the items.

1.17.8 The rates quoted by the tenderer, shall be inclusive of all taxes including GST and levies applicable in respect of this contract shall be payable by the contractor and Government will not entertain any claim whatsoever in respect of the same.

1.17.9 For completing the work in time, the Contractor might be required to work in two or more shifts (including night shifts). No claim whatsoever shall be entertained on this account, not with-standing the fact that the Contractor may have to pay extra amounts for any reason, to the labourers and other staff engaged directly or indirectly on the work according to the provisions of the labour and other statutory bodies regulations and the agreement entered upon by the Contractor with them.

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1.17.10 The Contractor shall keep himself fully informed of all acts and laws of the Central & State Governments, all orders, decrees of statutory bodies, tribunals having any jurisdiction or authority, which in any manner may affect those engaged or employed and anything related to carrying out the work. All the rules & regulations and bye-laws laid down by Collector / MC etc. and any other statutory bodies shall be adhered to, by the contractor, during the execution of work. The Contractor shall also adhere to all traffic restrictions notified by the local authorities. It is clarified that the extra sewerage charges (one time charges for commencement of work) required to be paid to the Municipal Corporation / other statutory bodies shall be paid by the department and need not be considered by the contractor. The water charges (for municipal water connection as well as tanker water) shall be borne by the contractor. Also, if the contractor obtains water connection for the drinking purposes from the municipal authorities or any other statutory body, the consequent sewerage charges shall be borne by the contractor. All statutory taxes, levies, charges (including GST, water and sewerage charges, charges for temporary service connections and / or any other charges) payable to such authorities for carrying out the work, shall be borne by the Contractor. The Contractor shall arrange to give all notices as required by any statutory / regulatory authority and obtain all requisite licenses wherever required and shall pay to such authority all the fees that are required to be paid for the execution of work. He shall protect and indemnify the Department and its officials & employees against any claim and /or liability arising out of violations of any such laws, ordinances, orders, decrees, by himself or by his employees or his authorized representatives. Nothing extra shall be payable on these accounts. The fee payable to statutory authorities for obtaining the various permanent service connections and Occupancy Certificate for the building shall be borne by the Department.

1.17.11 **Royalty** at the prevalent rates including contribution towards Mineral Exploration Research and Innovation Trust (MERIT) @ 2% on Seigniorage fee and District Mineral Foundation (DMF) @ 30% of Royalty / Seigniorage fee shall have to be paid by the contractor (Rates of Seigniorage fee enclosed in the document is for guidance only and no claims shall be entertained on account of this) on all the boulders, stone aggregate, brick aggregate, shingle, coarse or fine sand, earth, gravel, bajri etc. collected by him for the execution of the work, directly to the Revenue Authority or authorized agent of the State Government concerned or Central Government.

Royalty at the prevalent rates including contribution towards Mineral Exploration Research and Innovation Trust (MERIT) @ 2% on Seigniorage fee and District Mineral Foundation (DMF) @ 30% of royalty / Seigniorage fee shall be paid by the contractor or the RMC supplier as per the terms of supply between them, on all materials such as stone aggregate, coarse or fine sand etc. collected by him for the execution of the work, directly to the revenue authorityof the State Government concerned. Further, contractor needs to submit proof of submission of full royalty to the State Government or local authority. Nothing extra shall be payable on this account.

However, if the contractor fails to submit the proof of payment of royalty / seigniorage fee and other contributions to MERIT & DMF as stated above, the same will be recovered from the bills payable without any further notice.

1.17.12 All ancillary and incidental facilities required for execution of work like labour camp, stores, fabrication yard, offices for Contractor, watch and ward, temporary ramp required to be made for working at the basement level, temporary structure for plants and machineries, water storage tanks, installation and consumption charges of temporary electricity, telephone, water etc. required for execution of the work, liaison and pursuing for obtaining various No Objection

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Certificates, completion certificates from local bodies etc., protection works, barricading, testing facilities / laboratory at site of work, facilities for all field tests and for taking samples etc. during execution or any other activity which is necessary (for execution of work and as directed by Engineer-in-Charge), shall be deemed to be included in rates quoted by the Contractor, for various items in the schedule of quantities. Nothing extra shall be payable on these accounts. Before start of the work, the Contractor shall submit to the Engineer-in-Charge, a site / construction yard layout, specifying areas for construction, site office, positioning of machinery, material yard, cement and other storage, steel fabrication yard, site laboratory, water tank, etc.

1.17.13 The Contractor shall assume all liability, financial or otherwise in connection with this contract and shall protect and indemnify the Department from any and all damages and claims that may arise on any account. The Contractor shall indemnify the Department against all claims in respect of patent rights, royalties, design, trademarks of name or other protected rights, damages to adjacent buildings, roads or members of public, in course of execution of work or any other reasons whatsoever, and shall himself defend all actions arising from such claims and shall indemnify the Department in all respect from such actions, costs and expenses. Nothing extra shall be payable on this account.

1.17.14 The Contractor shall make all necessary arrangements for protecting from rain or likewise extreme weather conditions, the work already executed and for carrying out the further work, during monsoon including providing and fixing temporary shelters, protections etc. Nothing extra shall be payable on this account. Also, no claims for hindrance shall be entertained on this account.

1.17.15In case of flooding of site on account of rain or any other cause and any consequent damage, whatsoever, no claim financially or otherwise shall be entertained not withstanding any other provisions elsewhere in the contract agreement. Also, the Contractor shall make good, at his own cost, the damages caused, if any. Further, no claims for hindrance shall be entertained on this account.

1.17.16No payment shall be made for any damage caused by fire, rain, snowfall, flood or any other natural calamity, whatsoever during the execution of the work. The contractor shall be fully responsible for any damage to the govt. property and the work for which payment has been advanced to him under the contract and he shall make good the same at his risk and cost. The contractor shall be fully responsible for safety and security of his material, T&P/Machinery brought to the site by him. The contractor shall maintain all the work in good condition at his own cost till the completion of the entire work.

1.17.17In case the same item appears more than once in the schedule of work under the same sub head or among the different sub heads of works, the lowest rate quoted for that item shall be taken for other items also and tender will be evaluated accordingly.

1.17.18 The ESI and EPF contribution on the part of employer in respect of this contract shall be paid by the contractor. These contributions on the part of employer paid by the contractor shall be reimbursed by the Engineer in charge to the contractor on actual basis. 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 which are in order.

1.18 Foreign Exchange:

1.18.1 No foreign exchange shall be made available by the Department for importing (purchase) of equipment, plants, machinery, materials of any kind or any other items if required to be carried out during execution of the work. No delay and no claim of any kind shall be entertained from the Contractor, on account of variation in the foreign exchange rate.

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1.181.2 The contractors have to quote the corresponding imported items in "Indian Rupees" in the Schedule of Quantities which shall include all incidental charges including freight, taxes including GST, import duties, fluctuations in currency rates. No extra payment will be made over and above the quoted rates.

1.19 Tools & Plant:

1.19.1 No tools and plants including any special T&P etc. shall be supplied by the Department and the Contractor shall have to make his own arrangements at his own cost. No claim of hindrance (or any other claim) shall be entertained on this account.

1.20 As Built & Service Drawings:

1.20.1 The contractor shall submit as built architectural drawings and also completion plan of services (4 sets) as required vide General Specifications for Electrical works (Part-I internal) 2005 and (Part-II External) 1994 as applicable within thirty days of the completion of the work.

In case, the contractor fails to submit the completion plans as aforesaid, he shall be liable to pay a sum **of 0.1 % of Tendered Value or Rs.50,000/- whichever is more** as may be fixed by the Chief Engineer concerned and in this respect the decision of the Chief Engineer shall be final and binding on the contractor.

The contractor shall submit as built plans and also completion plan of services for **Internal and External Civil, Electrical and Mechanical and Horticulture Services** within thirty days of the completion of the work, **provided that the service plans having been issued for execution by the Engineer-in-Charge, unless the contractor, by virtue of any other provision in the contract, is required to prepare such plans.**

1.21 Computerized MBs & SMBs:

1.21.1 The contractor shall make available four (04) sets of computerized Standard Measurement Books (SMBs) having measurement of all the permanent standing in a building.

1.21.2 The contractor will submit computerized bill with measurement sheet for the work carried out by him for making payment as per Clause – '6' of the CPWD General Conditions of Contract 2020 for Construction Works (with correction slips upto the last date of submission of tender). For casting of RCC members and other hidden items the corrected and duly test checked measurement sheets of reinforcement or that of other hidden items shall be deposited with Engineer in charge or his authorized representative, before casting of RCC or other hidden items. The delay in submission of corrected and duly checked measurement sheet may, therefore, delay casting of RCC or execution of hidden item for which no hindrance shall be recorded.

1.21.3 Electronic measurement book is introduced. The contractor shall comply with the same as per the direction of Engineer-in-charge.

1.22 Water Supply & Sanitary Installations & Testing:

1.22.1 Water tanks, taps, sanitary, water supply and drainage pipes, fittings and accessories should conform to approved manufacturers specifications where CPWD Specifications are not applicable. The contractor should get the materials (fixtures/fittings) tested from approved labs wherever required at his own cost. The contractor shall submit for the approval of the Engineer-in-Charge, the name of the plumbing agency (along with their working experience in recent past) proposed to be engaged by him.

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

2.0 SECRECY

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

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

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

3.0 LABOUR AND SECURITY

3.1 In the event of the contractor(s) committing a default or breach of any of the provisions of the Central Public Works Department, Contractor's Labour Regulations and Model Rules for the protection of health and sanitary arrangements for the workers as amended from time to time or furnishing any information or submitting or filing any statement under the provisions of the above Regulations and' Rules which is materially incorrect, he/they shall, without prejudice to any other liability, pay to the Government a sum not exceedingRs.500/- for every default, breach or furnishing, making, submitting, filing such materially incorrect statements and in the event of the contractor(s) defaulting continuously in this respect, the penalty may be enhanced to Rs.1000/- per day for each day of default subject to a maximum of 5 per cent of the estimated cost of the work put to tender. The decision of the Engineer-in-Charge shall be final and binding on the parties.

No payment shall be made for construction of labour housing.

3.2 The Contractor shall display all permissions, licenses, registration certificates, bar charts, other statements etc. under various labour laws and other regulations applicable to the works, at his site office.

3.3 No site is available for labour huts. The contractor shall have to have his own arrangements for hiring land for setting up labour huts. The contractor will be provided space for watchman huts, site office etc. to a very limited extent inside the campus but the space requirement and location, as assessed by Engineer-in-Charge shall be final and binding.

3.4 If as per the rules of the local authority, 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.

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

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

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

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

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

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

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

3.12 In the event of any restrictions being imposed by the Security agency, CPWD, Traffic or any other authority having jurisdiction in the area on the working or movement of labour /material, the contractor shall strictly follow such restrictions and nothing extra shall be payable to the contractor on such accounts. The loss of time on these accounts, if any, shall have to be made up by augmenting additional resources whatever required. Nothing extra shall be payable on this account.

4.0 OFFICE INFRASTRUCTURE:

4.1 The contractor shall make arrangement for Helmets and leather shoes (meant of construction work at sites) for all field staff of the department during the entire period of construction for safety reasons. One helmet and two pairs of shoes per staff member (maximum twelve members) of the departments per year shall be arranged by the contractor.

5.0 DOCUMENTATION

The Contractor shall render all help and assistance in documenting the total sequences of this project by way of photography, slides, audio / video recording & other records etc. Nothing extra shall be payable to Contractor on this account. However, cost of photographs, slides, audio / video graph etc. shall be borne by the Department. The original films shall be the property of the Department. No copy shall be prepared without the prior approval of the Engineer- in – Charge.

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6.0 **PROGRESS CHART: -**

6.1 The contractor shall submit a Time and Progress Chart for each mile stone. **The Engineer-in-charge may within 10 days thereafter, if required modify, and communicate the program approved to the contractor failing which the program submitted by the contractor shall be deemed to be approved by the Engineer-in-charge. The work programme shall include all details of balance drawings and decisions required to complete the contract with specific dates by which these details are required by contractor without causing any delay in execution of the work.** The chart shall be prepared in direct relation to the time stated in the Contract documents for completion of items of the works. It shall indicate the forecast of the dates of commencement and completion of various trades of sections of the work and may be amended as necessary by agreement between the Engineer-in-charge and the Contractor within the limitations of time imposed in the Contract documents, and further to ensure good progress during the execution of the work, the contractor shall in all cases in which the time allowed for any work, exceeds one month (save for special jobs for which a separate programme has been agreed upon) complete the work as per mile stones given in Schedule 'F'.

6.2 In case of non-submission of construction programme by the contractor the Program approved by the Engineer-in-charge shall be deemed to be final.

6.3 The approval by the Engineer-in-charge of such programme shall not relieve the contractor of any of the **obligations** under the contract.

6.4 The contractor shall submit the **Time and Progress Chart** and progress report using the **mutually agreed software or in other format decided by Engineer-in-charge** for the work done during previous month to the **Engineer-in-charge on or before 5th day of each month failing which a recovery Rs. 5000/- shall be made on per week or part basis in case of delay in submission of the monthly progress report.**

6.5 The program chart should include the following: -

a) Descriptive note explaining sequence of various activities.

b) BAR CHARTS prepared in mutually agreed software or in other format decided by Engineer-in-charge which will indicate resources in financial terms, manpower and specialized equipment for every important stage.

c) Program for procurement of materials by the contractor.

d) Program for arranging and deployment of manpower both skilled and unskilled so as to achieve targeted progress.

e) Program of procurement of machinery / equipment having adequate capacity, commensurate with the quantum of work to be done within the stipulated period, by the contractor. In addition, to the above to achieve the progress of work as per programme, the contractor must bring at site adequate shuttering material required for cement concrete and RCC works etc. The contractor shall submit shuttering schedule adequate to complete the structure work within the laid down physical milestones.

f) Programme for achieving milestones.

6.6 The submission for approval by the Engineer-in-charge of such programme or such particulars shall not relieve the contractor of any of the duties or responsibilities under

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the contract. This is without prejudice to the right of Engineer-in-charge to take action against the contractor as per terms and conditions of the agreement.

7.0 PROGRESS AND MONITORING OF WORK:

7.1 The progress report shall contain the following, apart from whatever else may be required as specified: -

(i) Construction schedule of the various components of the work through a bar chart for the next three months (or as may be specified), showing the micro milestones, targeted tasks and up to date progress. At least 10 digital photographs showing all the parts of construction site along with at least 5 minutes video of executions of different items in soft copy has to be submitted in every monthly progress report.

(ii) Progress chart of the various components of the work that are planned and achieved, for the month as well as cumulative up to the month, with reason for deviations, if any in a tabular format.

(iii) Plant and machinery statement, indicating those deployed in the work.

(iv) Man-power statement, indicating individually the names of all the staff deployed on the work, along with their designations. Number of skilled workers and unskilled workers deployed on the work and their location of deployment.

(v) Financial statement, indicating the broad details of all the running account payment received up to date, such as gross value of work done, advances taken, recoveries effected, amount withheld, net payments details of Cheque payment received, extra /substituted /deviations items if any, etc.

7.2 For completing the work in time, the Contractor might be required to work in two or more shifts (including night shifts). No claim whatsoever shall be entertained on this account, not with-standing the fact that the Contractor may have to pay extra amounts for any reason, to the labourers and other staff engaged directly or indirectly on the work according to the provisions of the labour and other statutory bodies regulations and the agreement entered upon by the Contractor with them.

7.3 The work should be planned in a systematic manner so that chase cuttings in the walls, ceilings and floors is minimized. Wherever absolutely essential, the chase shall be cut using chase cutting machines. Chases will not be allowed to be cut using hammer / chisel. The electrical boxes should be fixed in walls simultaneously while raising the brick work. The contractor shall ensure proper co-ordination of various disciplines viz. building works, sanitary & water supply & electrical installations etc.

7.4 The contractor shall conduct his work, so as not to interfere with or hinder the progress or completion of the work being performed by other contractor(s) or by the Engineer-in-Charge and shall as far as possible arrange his work and shall place and dispose of the materials being used or removed so as not to interfere with the operations of other contractor or he shall arrange his work with that of the others in an acceptable and coordinated manner and shall perform it in proper sequence to the complete satisfaction of Engineer-in-charge.

7.5 The Contractor shall do proper sequencing of the various activities by suitably staggering the activities within various pockets in the plot so as to achieve early completion. The agency may deploy adequate equipment, machinery and labour as required for the

completion of the entire work within the stipulated period specified. Also, ancillary facilities shall be provided commensurate with requirement to complete the entire work within the stipulated period. Nothing extra shall be payable on this account. Adequate number/sets of equipment in working condition, along with adequate stand-by arrangements, shall be deployed during entire construction period. It shall be ensured by the Contractor that all the equipment, Tools & Plants, machineries etc. provided by him are maintained in proper working conditions at all times during the progress of the work and till the completion of the work. Further, all the constructional tools, plants, equipment and machineries provided by the Contractor, on site of work or his work shop for this work, shall be exclusively intended for use in the construction of this work and they shall not be shifted / removed from site without the permission of the Engineer-in-Charge.

7.6 All material shall only be brought at site as per program finalized with the Engineer-in-Charge. Any pre-delivery of the material not required for immediate consumption shall not be accepted and thus not paid for.

8.0 ENGAGING SPECIALISED AGENCIES FOR WORKS: -

8.1 The Contractor shall engage specialized agencies having adequate technical capability and experience of having executed at least one work of similar items for executing the following items of the work and/or any other items of work where specialized firm is required to be engaged as per contract conditions.

As mentioned in Para 1.2 of CPWD-6 for e-Tendering in PART – A of this NIT for Specialized works.

9.2 The Specialized agency for the work shall be got approved from the Engineer-in-Charge well before actual commencement of the item of work. The contractor shall submit the list of specialized agencies proposed to be engaged by him along with their technical capability and necessary performance certificates, within 30 days of the stipulated date of start to substantiate technical capability and experience of the agency for prior approval of the Engineer-in-Charge.

9.3 It shall be the responsibility of main contractor to sort out any dispute / litigation with the Specialized Agencies without any time & cost overrun to the Department. The main contractor shall be solely responsible for settling any dispute / litigation arising out of his agreement with the Specialized Agencies. The contractor shall ensure that the work shall not suffer on account of litigation/ dispute between him and the specialized agencies / sub-contractor(s). No claim of hindrance in the work shall be entertained from the Contractor on this account. No extension of time shall be granted and no claim what so ever, of any kind, shall be entertained from the Contractor on account of delay attributable to the selection/rejection of the Specialized Agencies.

10.0 DEFECT LIABILITY PERIOD (REFUND OF SECURITY DEPOSIT):

10.1 The defect liability period upto proper Handing Over of work to the client Department. The Security Deposit shall be released after the defect liability period of 12 months after completion of work and for this, the contractor shall have to produce a certificate stating that no defects are pending for rectification from the Engineer-in-charge, but subject to other provisions specified elsewhere in the contract agreement.

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11.0 SAFETY MEASURES

11.1 The issue of construction safety & standards has gained utmost importance in recent times. This subject is to be dealt with in an integrated manner with an approach to developing and establishing a safety culture at work sites. Broadly, its components are:

(i) Creating awareness.

(ii) Education.

(iii) Training.

(iv) Implementation.

(v) Enforcement measures.

All workers of contractor and associate agencies, invariably and at all the times, must follow all safety norms, adopt safe construction practices and use all required safety gadgets in their working throughout the project duration.

11.2 The contractor shall issue ***Photo Identity Cards*** with unique numbers containing salient information of workers for the labour& his staff.

11.3 The Contractor shall monitor and achieve the objectives of construction safety continuously, progressively and through affirmative action, and shall oversee implementation of safety program over the entire construction period.

11.4 Warning / Caution Boards

All temporary warning / caution boards / glow signage display such as "Construction Work in Progress", "Keep Away", "No Parking", Diversions & protective Barricades etc. shall be provided and displayed during day time by the Contractor, wherever required and as directed by the Engineer-in-Charge. These glow signage and red lights shall be suitably illuminated during night also. The Contractor shall be solely responsible for damage and accident caused, if any, due to negligence on his part. Also, he shall ensure that no hindrance, as far as possible, is caused to general traffic during execution of the work. This signage shall be dismantled & taken away by the Contractor after the completion of work, only after approval of the Engineer – in – Charge. Nothing extra shall be payable on this account.

11.5 Sign Boards

11.5.1 The Contractor shall provide and erect a display board of size and shape as required and paint over it, in a legible and workman like manner, the details about the salient features of the project, as required by the Engineer-in-Charge. The Contractor shall fabricate and put up a sign board in an approved location and to an approved design indicating name of the project, client / owner, architects, structural consultants, Department etc. besides providing space for names of other Contractors, Associate contractors and specialized agencies. Nothing extra shall be payable on this account.

11.5.2 A display board shall be kept at site which would list the names of workers, teams and agencies following safety program in the best manner. This would be updated weekly.

11.5.3 Necessary protective and safety equipments shall be provided to the Site Engineer, Supervisory staff, labour and technical staff of the contractor by the Contractor at his own cost and used at site.

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11.5.4 No inflammable materials including P.O.L shall be allowed to be stored in huge quantity at site. Only limited quantity of P.O.L may be allowed to be stored at site subject to the compliance of all rules / instructions issued by the relevant authorities and as per the direction of Engineer -in- Charge in this regard. Also, all precautions and safety measures shall be taken by the Contractor for safe handling of the P.O.L products stored at site. All consequences on account of unsafe handling of P.O.L shall be borne by the Contractor.

12.0. INSPECTION OF WORKS:

12.1 In addition to the provisions of relevant clauses of the contract, the work shall also be open to inspection by the Chief Engineer, CPWD, Vijayawada and other senior officers of CPWD in addition of the Engineer-in-charge, his authorized representatives, Authorities and Team of Third-Party Quality Assurance engaged for the work. The contractor shall at times during the usual working hours and at all times at which reasonable notices of the intention of the Engineer-in-charge or other officers as stated above to visit the works shall have been given to the contractor, either himself be present to receive the orders and instructions or have a responsible representative duly accredited in writing, to be present for that purpose.

12.2 The committee/consultant appointed by CPWD, shall be inspecting the works including workshops and fabrication factory to ensure that the works in general being executed according to the design, drawings and specifications laid down in the contract. Their observations shall be communicated by CPWD engineering staff and compliance is to be reported to CPWD. The committee/consultant appointed by CPWD shall certify on completion of particular building that it has been constructed according to the approved drawings design and specifications.

12.3 Senior Officers of CPWD, Dignitaries from Central Ministry / Department, State Government and Client Department Authorities shall be inspecting the on-going work at site at any time with or without prior intimation. The contractor shall, therefore, keep updated the following requirements and detailing: -

(i) Display Board showing detail of work, weekly progress achieved with respect to targets, reason of shortfall, status of manpower, wages being paid for different categories of workers.

(ii) Entrance and area surrounding to be kept cleaned.

(iii) Display layout plan key plan, building drawings including plans, elevations and sections.

(iv) Upto date displays of programme chart (Bar charts).

(v) Keep details of quantities executed, balance quantities, deviations, possible Extra item, substituted Item etc.

(vi) Keep plastic / cloth mounted one sets of building drawings.

(vii) Set of Helmets and safety shoes for safety.

13.0 INSURANCE POLICIES:

Before commencing the execution of work, the Contractor shall, without in any way limiting his obligations and liabilities, insure at his own cost and expense against any damage or loss or injury, which may be caused to any person or property, at site of work. The Contractor shall obtain and submit to the Engineer-in-Charge proper Contractor All Risk Insurance Policy for an amount equivalent to the contract amount for this work, with Engineer-in-Charge as the first beneficiary. The insurance shall be obtained in joint names of Engineer-in-Charge and the Contractor (who shall be second beneficiary). Also, he shall indemnify the Department from

any liability during the execution of the work. Further, he shall obtain and submit to the Engineer-in- Charge, **a third party insurance policy for maximum Rs.20 lakh for each accident or any other incident or act of God or health hazard or biological attack, with the Engineer-in-Charge as the first beneficiary.** The insurance shall be obtained in joint names of Engineer-in-Charge and the Contractor (who shall be second beneficiary). The Contractor shall, from time to time, provide documentary evidence as regards payment of premium for all the Insurance Policies for keeping them valid till the completion of the work. The Contractor shall ensure that Insurance Policies are also taken for the workers of his Sub-Contractors / specialized agencies also. The contractor including subcontractors shall provide comprehensive group insurance cover for all the workers and their supervisory staff deployed at site. The details of insurance cover to be provided shall be submitted by the contractor / associate agencies within 20 days of date of start. In case of a default, appropriate policy shall be got done by the safety monitoring committee and double the fee of the policy shall be recovered from the next bill of the contractor. Without prejudice to any of its obligations and responsibilities specified above, the Contractor shall within 15 days from the date of letter of acceptance of the tender and thereafter at the end of each quarter submit a report to the Department giving details of the Insurance Policies along with Certificate of these insurance policies being valid, along with documentary evidences as required by the Engineer-in-Charge. No work shall be commenced by the Contractor unless he obtains the Insurance Policies as mentioned above. Also, no payment shall be made to the Contractor on expiry of insurance policies unless renewed by the Contractor. Nothing extra shall be payable on this account. No claim of hindrance (or any other claim) shall be entertained from the contractor on these accounts.

14.0. APPLICABLE PERMITS:

14.1 The contractor(s) shall give to the Municipality, police and other authorities all necessary notices etc. that may be required by law and obtain all requisite licenses for temporary obstructions, enclosures etc. and pay all fee, taxes including GST and charges which may be levied on account of these operations in executing the contract. He shall make good any damage to the adjoining property whether public or private and shall supply and maintain lights either for illumination or for cautioning the public at night.

14.2 The contractor shall ensure that applicable permits mandated by the local bodies and in case warranted for this work are obtained as required under the Applicable Laws.

15.0 LOCAL BYE-LAWS:

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

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

15.3 The contractor shall not stack building material/ malba on the road or on the land owned by any other authority, as the case may be. In case, the Contractor is found stacking the building material/ malba as stated above, he shall be liable to pay the stacking charges as may be levied by local body or authority and also to face penal action as per the rules, regulations and bye-laws of the said body or authority. The Engineer-in-Charge shall be at liberty to recover the sums due but not paid to the concerned authorities on the above counts from any sums due

to the contractor including amount of the Security Deposit or Retention Money in respect of this contract or any other contract.

16.0 FINAL TESTING OF THE INSTALLATION:

The Contractor shall demonstrate trouble free functioning of all the Civil and E & M installations and services. The Engineer-in-Charge or his authorized representatives shall carry out final inspection of the various Civil and E & M services and installations. Any defect(s) noticed during demonstration shall be rectified by the Contractor at his own cost to the entire satisfaction of the Engineer-in-Charge. Nothing extra shall be payable on this account.

17.0 De-watering

(i) De-watering required, if any, shall be done conforming to BIS Code IS: 9759 (guide lines for de-watering during construction) and / or as per the specifications approved by the Engineer-in-Charge. Design of an appropriate and suitable dewatering system shall be the Contractor's responsibility. Such scheme shall be modified / augmented as the work proceeds based on fresh information discovered during the progress of work, at no extra cost. At all times during the construction work, efficient drainage of the site shall be carried out by the Contractor and especially during the laying of plain cement concrete, taking levels etc. The Contractor shall also ensure that there is no danger to the nearby properties and installations on account of such lowering of water table. If needed, suitable precautionary measures shall be taken by the Contractor. Also, the scheme of dewatering adopted shall have adequate built in arrangement to serve as stand-bye to attend to repair of pumps etc. and disruption of power / fuel supply. Nothing extra shall be payable for all the operations described in this para.

(ii) In trenches where surface water is likely to get into cut / trench during monsoons, a ring bund of puddle clay or by any other means shall be formed outside, to the required height, and maintained by the Contractor. Also, suitable steps shall be taken by the Contractor to prevent back flow of pumped water into the trench. Nothing extra shall be payable on this account.

a. For works below ground level the contractor shall keep that area free from water. If dewatering or bailing out of water is required the contractor shall do the same at his own cost and nothing extra shall be paid except otherwise provided in the items of Schedule of Quantities.

b. The Contractor shall make all necessary arrangements for protecting from rains, fog or likewise extreme weather conditions, the work already executed and for carrying out further work, during monsoon including providing and fixing temporary shelters, protections etc. Nothing extra shall be payable on this account and also no claims for hindrance shall be entertained on this account.

c. In case of flooding of site on account of rain or any other cause and any consequent damage, whatsoever, no claim financially or otherwise shall be entertained notwithstanding any other provisions elsewhere in the contract agreement. Also, the Contractor shall make good, at his own cost, the damages caused, if any. Further, no claims for hindrance shall be entertained on this account.

d. The contractor will take reasonable precautions to prevent his workman and employees from removing and damaging any flora (plant/vegetation) from the project area.

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18.0 ROAD

a. **The contractor shall at his own expense and risk arrange land for accommodation of labour, setting up of office, the storage of materials, erection of temporary workshops, construction of approach roads to the site of the work including land required for carrying out of all jobs connected with the execution &completion of the work.** However, the departmental land, to the extent available may be allowed to be used for the purpose free of rent without accepting any responsibility for the delay, if any, on this account. The contractor shall have to abide by the regulations of the authorities concerned and the directions of the Officer - in-charge for the use of the land available at the site of work. If during construction, it becomes necessary to remove or shift the stored materials shed, workshop, access roads, etc., to facilitate execution of any other work by any other agency, the contractor shall carry out the removal of shifting as directed by the Officer – in – charge and no claim whatsoever, shall be entertained on this account.

b. It shall be deemed that the contractor has satisfied himself as to the nature and location of the work, transport facilities, availability of land for setting up of camp, etc. the department will bear no responsibility for lack of such knowledge & the consequences thereof.

c. The site is a rough terrain and it has no roads. It is the contractor's responsibility to construct an all-weather road to enable him to access the site in all seasons for ensuring smooth progress of work to achieve completion of work within Contract period. No Claim for EOT will be entertained.

19.0 **No surplus land is available with the department for allotting to Contractor to set up Labour Campus. The Contractor should make his own arrangement for hiring suitable piece of land for making Labour Campus as per CPWD Model Rules for protection of health and sanitary arrangements which is forming part of GCC-2020, CPWD Specifications and Special Conditions of NIT.**

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GOVERNMENT OF ANDHRA PRADESH
ABSTRACT

Mines & Minerals - Amendment to the Rule 10 of the Andhra Pradesh Minor Mineral Concession Rules, 1966 Orders - issued.

INDUSTRIES AND COMMERCE (M.II) DEPARTMENT

G.O.MS.No. 11 **Dated: 11-02-2020**

Read the following:

1. G.O.Ms.No.198, Industries & Commerce (M.I) Dept., dt:13.08.2009.
2. GSR No.423 (E), dt: l0.02.2015 from the Ministry of Mines, Govt. of India, New Delhi.
3. G.O.Ms.No.100, Industries & Commerce (M.II) Dept., dt:31.10.2015.
4. G.O.Ms.No.105, Industries & Commerce (M.II) Dept., dt:13.11.2015.
5. G.O.Ms.No.38, Industries & Commerce (M.II) Dept., dt:17.03.2016.
6. G.O.Ms.No.156, Industries & Commerce (M.II) Dept., dt:03.11.2016.
7. G.O.Ms.No.131, Industries & Commerce (M.II) Dept., dt:04.10.2017.
8. G.O.Ms.No.18, Industries & Commerce (M.II) Dept., dt:29.01.2018.
9. G.O.Ms.No.28, Industries & Commerce (M.II) Dept., dt:17.04.2018.
10. G.O.Ms.No.49, Industries & Commerce (M.II) Dept., dt:21.02.2019.
11. Proposal from the Director of Mines & Geology, vide e-file No: INC04-17021(34)/1/2019-PLANNING SEC-DMG received by the Government on dt. 11.12.2019

***

O R D E R:

After careful examination of the proposal received from the Director of Mines & Geology, Andhra Pradesh, Ibrahimpatnam in the letter 11th read above, the Government hereby decided to amend the Rule 10 of Andhra Pradesh Minor Mineral Concession Rules, 1966 for enhancing the existing Seigniorage fee and Dead Rent in respect of Minor Minerals.

2. The following notification will be published in the Extra-ordinary issue of the Andhra Pradesh Gazette, dated: 11.02.2020.

NOTIFICATION

In exercise of the powers conferred by sub-section (1) of section 15 of the Mines & Minerals (Development and Regulation) Act, 1957 (Central Act 67 of 1957), the Governor of Andhra Pradesh hereby makes the following amendments to the Andhra Pradesh Minor Mineral Concession Rules, 1966 issued in G.O.Ms.No.1172, Industries and Commerce Department, dated. 04.09.1967 and subsequent amended from .time to time.

AMENDMENT

In the said rules, under Rule 10 for Schedules I and II, the following shall be substituted, namely

"SCHEDULE-I"

RATES OF SEIGNIORAGE FEE

Sl. No.	Name of the Minor Mineral	Units	Rate of Seigniorage Fee (in Rupees)
1.	Agate	M.T.	Rs. 145 (Rupees One Hundred and Forty Five)
2.	Ball Clay	M.T.	Rs. 75 (Rupees Seventy Five)
3.	**Barytes**		
	i. Grey Colour – A Grade	M.T.	Rs. 480 (Rupees Four Hundred and Eighty)

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	ii. Grey Colour – B Grade	M.T.	Rs. 355 (Rupees Three Hundred and Fifty Five)
	iii. Grey Colour – C + D + Waste Grade	M.T.	Rs.220 (Rupees Two Hundred and Twenty)
	iv. White Colour	M.T.	Rs. 1100 (Rupees One Thousand and One Hundred)
	v. Of colour other than Grey	M.T.	Rs. 500 (Rupees Five Hundred)
4.	Building Stone	M^3/M.T.	Rs. 90/60 (Rupees Ninety / Sixty)
5.	Calcareous Sand	M.T.	Rs. 90 (Rupees Ninety)
6.	Calcite	M.T.	Rs. 90 (Rupees Ninety)
7.	Chalcedony Pebbles	M^3/M.T.	Rs. 90/60 (Rupees Ninety / Sixty)
8.	Chalk	M.T.	Rs. 95(Rupees Ninety Five)
9.	China Clay	M.T.	Rs. 60 (Rupees Sixty)
10.	Clay (Others)	M.T.	Rs. 60 (Rupees Sixty)
11.	Corundum	M.T.	Rs. 120 (Rupees One Hundred and Twenty)
12.	Diaspore	M.T.	Rs. 415 (Rupees Four Hundred and Fifteen
13.	Dimensional Stone used for Kerbs & Cubes	M.T.	Rs. 135 (Rupees One Hundred and Thirty Five)
14.	Dolomite	M.T.	Rs. 100 (Rupees One Hundred
15.	Dunite or Pyroxinite	M.T.	Rs. 60 (Rupees Sixty)
16.	Feldspar	M.T.	Rs. 100 (Rupees One Hundred)
17.	Felsite	M.T.	Rs. 130 (Rupees One Hundred and Thirty)
18.	Fireclay	M.T.	Rs. 60 (Rupees Sixty)
19.	Fullers Earth / Bentonite	M.T.	Rs. 180 (Rupees One Hundred and Eighty)
20.	Fuschite Quartzite	M.T.	Rs. 90 (Rupees Ninety)

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21.	**Granite useful for cutting and polishing purpose**					
S. No.	**Item**	**Unit**	**Super Gang Saw equal and above 300cm x 180cm size**	**Mini Gang Saw equal and above 270cm x 150cm size**	**270cm x 150cm & Below size**	**Below 75cm size**
i.	Black Galaxy Granite Variety	M^3/ MT	Rs.4600 / Rs.1415 (Rs. Four Thousand Six Hundred / Rs. One Thousand Four Hundred Fifteen	Rs.3680 / Rs.1130 (Rs. Three Thousand Six Hundred Eighty / Rs. One Thousand One Hundred Thirty)	Rs.3450 / Rs.1060 (Rs. Three Thousand Four Hundred Fifty / Rs. One Thousand Sixty)	Rs.1550 / Rs.480 (Rs. One Thousand Five Hundred Fifty / Rs. Four Hundred Eighty)
ii.	Black Granite other than Galaxy variety	M^3/ MT	Rs.3450 / Rs.1150 (Rs. Three Thousand Four Hundred Fifty / Rs. One Thousand One Hundred Fifty)	Rs.2875 / Rs.960 (Rs. Two Thousand Eight Hundred Seventy Five / Rs. Nine Hundred Sixty)	Rs.2700 / Rs.900 (Rs. Two Thousand Seven Hundred / Rs. Nine Hundred)	Rs. 1150 / Rs.385 (Rs. One Thousand One Hundred Fifty / Rs. Three Hundred Eighty Five)
iii.	Colour Granite Srikakulam Blue, Moon White River white of Visakhapatnam Dist., Leptinites of Coastal Dists., Black pearl of Prakasam and Guntur Dists.	M^3/ MT	Rs. 3450 / Rs.1255 (Rs. Three Thousand Four Fifty Rs. One Thousand Two Hundred Fifty Five)	Rs.2875 / Rs.1045 (Rs. Two Thousand Eight Hundred Seventy Five / Rs. One Thousand Fourty Five)	Rs. 2700 / Rs. 980 (Rs. Two Thousand Seven Hundred / Rs. Nine Hundred and Eighty)	Rs. 1150 / Rs.420 (Rs. One Thousand One Hundred Fifty / Rs. Four Hundred Twenty)
iv.	Colour Granite of other varieties	M^3/ MT	Rs.2700 / Rs.985 (Rs. Two Thousand Seven Hundred / Rs. Nine Hundred Eighty Five)	Rs.2470 / Rs.900 (Rs. Two Thousand Four Hundred Seventy / Rs. Nine Hundred)	Rs.2300 / Rs.835 (Rs. Two Thousand Three Hundred / Rs. Eight Hundred and Thirty Five)	Rs.1150 / Rs.420 (Rs. One Thousand One Hundred Fifty / Rs. Four Hundred Twenty)
v.	Kuppam Grey Granite available in Santhipuram & Ramakuppammandals of Chittoor District	M^3/ MT	Rs.1925 / Rs.700 (Rs. One Thousand Nine Hundred Twenty Five / Rs. Seven Hundred)	Rs.1650 / Rs.600 (Rs. One Thousand Six Hundred Fifty / Rs. Six Hundred	Rs.1375 / Rs.500 (Rs. One Thousand and Three Hundred and Seventy Five / Rs. Five Hundred)	Rs.1100 / Rs.400 (Rs. One Thousand One Hundred / Rs. Four Hundred)
vi.	Chittoor Colour Granite (Other than Silver-waves, Madanapalli white and Iscon white)	M^3/ MT	Rs.1925 / Rs.700 (Rs. One Thousand Nine Hundred Twenty Five / Rs. Seven Hundred)	Rs.1650 / Rs.600 (Rs. One Thousand Six Hundred Fifty / Rs. Six Hundred	Rs.1375 / Rs.500 (Rs. One Thousand and Three Hundred and Seventy Five / Rs. Five Hundred)	Rs.1100 / Rs.400 (Rs. One Thousand One Hundred / Rs. Four Hundred)

Sl. No.	Name of the Minor Mineral	Unit	Rate of Seignorage Fee (in Rupees)
22.	Gypsum	M.T.	Rs. 150 (Rupees One Hundred and Fifty)

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23.	Jasper	M.T.	Rs. 145 (Rupees One Hundred and Forty Five)
24.	Kaolin	M.T.	Rs. 60 (Rupees Sixty)
25.	**Laterite**		
	i. Dispatched for use in Alumina & Aluminium metal extraction	M.T.	Rs. 200 (Rupees Two Hundred)
	ii. For use other than Alumina and Aluminium metal extraction and export	M.T.	Rs. 100 (Rupees One Hundred)
26.	Lime Kankar / Lime stone	M.T.	Rs. 90 (Rupees Ninety)
27.	Lime Shell	M.T.	Rs. 120 (Rupees One Hundred and Twenty)
28.	**Limestone Slabs:**		
	i. Color	Sq.Mt / M.T.	Rs. 10 (Rupees Ten) per Sq. Mt
	ii. White	Sq.Mt / M.T.	Rs.120 (Rupees One Hundred and Twenty) per MT whichever is higher
	iii. Black	Sq.Mt / M.T.	Rs. 6 (Rupees Six) per Sq. Mt or Rs. 110 (Rupees One Hundred and Ten) per MT whichever is higher.
29.	Manufactured Sand	M^3/ M.T.	Rs. 90/60 (Rupees Ninety / Sixty)
30.	Marble	M^3/ M.T.	Rs. 300/120 (Rupees Three Hundred / One Hundred and Twenty)
31.	**Mica**		
	i. Crude	M.T.	Rs.2000 (Rupees Two Thousand)
	ii. Scrap	M.T.	Rs. 750 (Rupees Seven Hundred and Fifty)
32.	Morrum / Gravel & Ordinary Earth	M^3/ M.T.	Rs.45 / 30 (Rupees Fourty Five / Thirty)
33.	Mosaic Chips	M.T.	Rs. 90 (Rupees Ninety)
34.	Ochre	M.T.	Rs. 60 (Rupees Sixty)
35.	Ordinary Clay, Silt and Brick Earth used in the Manufacture of Bricks including Mangalore Tiles		Rs. 8000 (Rupees Eight Thousand Per Kiln per Annum for Bricks and Tiles)
36.	Ordinary Sand	M^3/M.T.	Rs. 100 / Rs. 66 (Rupees One Hundred / Rs. Sixty Six)
37.	Pyrophillite	M.T.	Rs. 200 (Rupees Two Hundred)
38.	Quartz	M.T.	Rs. 90 (Rupees Ninety)
39.	Quartzite	M.T.	Rs. 90 (Rupees Ninety)
40.	Rehmati	M^3/M.T.	Rs. 35 / 25 (Rupees Thirty Five / Twenty Five)
41.	Road Metal / Ballast	M^3/M.T.	Rs. 90 / 60 (Rupees Ninety / Sixty)
42.	Rough Stone / Boulders	M^3/M.T.	Rs. 90 / 60 (Rupees Ninety / Sixty)
43.	Sand (Others)	M.T.	Rs. 100 (Rupees One Hundred)
44.	Shale	M.T.	Rs. 180 (Rupees One Hundred and Eighty)
45.	Shingle	M^3/M.T.	Rs. 90 / 60 (Rupees Ninety / Sixty)
46.	Silica Sand	M.T.	Rs. 100 (Rupees One Hundred)
Sl. No.	**Name of the Minor Mineral**	**Units**	**Rate of Seignorage Fee (in Rupees)**
47.	Slate	M.T.	Rs. 175 (Rupees One Hundred and Seventy

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			Five)
48.	**Steatite or Talc or Soapstone**		
	i. Filler Grade	M.T.	Rs. 100 (Rupees One Hundred)
	ii. Other Grade	M.T.	Rs. 550 (Rupees Five Hundred and Fifty)

SCHEDULE-II
RATES OF DEAD RENT

S. No.	Name of the Minor Mineral	Rate of Dead Rent per hectare per annum (In Rupees)
1	Black Galaxy Granite and Black Granite	Rs. 1,30,000/- (Rs.One Lakh Thirty thousand)
2	All Colour Granite varieties	Rs. 1,30,000/- (Rs. One Lakh Thirty Thousand)
3	Limestone other than classified as major minerals used for lime burning for Building construction purpose, marble, boulders, building stone including stone used for Road Metal, Ballast, Manufactured sand, concrete & other construction purpose, Shale, Slate & phyllites, Mosaic Chips, Fullers Earth/ Bentonite &Dimensional Stone Used for Cubes and kerbs	Rs. 65,000/- (Rs. Sixty Five Thousand)
4	Gravel, Morrum, Ordinary Earth, shingle, Limestone Slabs used for flooring purpose Lime kankar, Chalcedonypebbles used in the building purpose Limeshell for burning used for building purpose and Rehmati.	Rs. 52,000/- (Rs. Fifty Two Thousand)
5	Barytes and Laterite	Rs. 26,000/- (Rs. Twenty Six Thousand)
6	Agate, Corundum, Diaspore and fluorite	Rs. 20,000/- (Rs. Twenty Thousand)
7	Mica	Rs. 15,000/- (Rs. Fifteen Thousand)
8	All minor minerals which are not covered under Serial number 1 to 7 above.	Rs. 20,000/- (Rs. Twenty Thousand)

3. This order shall come in to force with immediate effect.

4. This order issues with the concurrence of Finance Department vide their U.O No. FMUOASD(IC)/. 2019-FMU-IIEIC, dt. 09.01.2020 (computer No 1063684)

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[BY ORDER AND IN THE NAME OF THE GOVERNOR OF ANDHRA PRADESH]

K. RAMGOPAL
PRINCIPAL SECRETARY TO GOVERNMENT (MINES)

To

1. The Commissioner of Printing , Stationary & Store purchase (Ptg. Wing), Vijayawada. (He is requested to publish the above notification in the Extra-ordinary issue of Andhra Pradesh, and arrange to send 1000 copies of the same to Govt. Ind. & Com. (M.II) Department).
2. The Director of Mines & Geology, Andhra pradesh, Ibrahimpatnam.
3. The Chief Executive Officer, SERP, Vijayawada.
4. All the Joint Director/ Deputy Director / Asst. Director of Mines & Geology through the Director of Mines & Geology, Ibrahimpatnam.

Copy to:

1. The Secretary to Govt. Ministry of Mines, Govt. of India, Shastry Bhawan, New Delhi.
2. The Law Department / The Finance Department.
3. The P.S to Minister for Mines & Geology. / The PS to Prl. Secretary to Govt, (Mines).
4. SF/SC (e-file NO. INC04-17021(34)/1/2019-PLANING SEC-DMG, Comp. No. 1052464).

Note:

Rates of Seigniorage fee mentioned above in Schedule I & II is for guidance only and Royalty / Seigniorage fee, DMF, MERIT etc., shall be deducted from the running / final bills of Contractor as per the updated Seigniorage fee intimated by the Industries and commerce (M.I) department, Government of Andhra Pradesh, from time to time and nothing extra shall be payable in this regard and no claim in this regard shall be entertained.

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GOVERNMENT OF ANDHRAPRADESH
DEPARTMENT OF MINES AND GEOLOGY

From
Sri B.Ashok Kumar, M.Sc.,
Asst.Director of Mines and Geology,
Chittoor
e-mail Id.No.admgctr@gmail.com
Cell No.9100688839

To
The Executive Engineer & SM(C),
Central Public Works Department,
Ministry of Housing & Urban Affairs,
Tirupati Project Division – I,
III Permanent Campus,
Venkatagiri Road,
Yerupudu Mandal,
Chittoor District.

Lr. No. 7105/OD/2013, Dt.09-02-2021

Sir,

Sub:- Mines and Minerals – O/o.Assistant Director of Mines and Geology, Chittoor – Furnish Seigniorage Fee deduction from work bills / ongoing work details - Requested - Regarding.

Ref:- 1. Government Memo. No. 12326/M I (1)/2015, Dt. 26.09.2015 from Industries & Commerce (M-II) Department.
2. Memo. No. 21684/MR.ODC/2015, Dt. 07.10.2015.
3. G.O.Ms.No.18 , Ind. & Com. (M-II) Dept., Dt: 13-01-2016.
4. G.O.Ms.No.36, Ind. & Com. (M-II) Dept., Dt: 14-03-2016.
5.G.O.Ms.No.11, Ind. & Com. (M-II) Dept., Dt: 11-02-2020.
6. Lr.No.23(8)/2021-1/21(H), Dt.28-01-2021 of the Executive Engineer & SM (C)

-oOo-

With reference to your letter reference 6th cited, it is to inform that it is not possible to furnish Bank account particulars as the same is zero based Account.

Further, it is to inform that, the Director of Mines and Geology while enclosing copy of the Government Memo vide ref. 2nd cited directed this office to obtain Seigniorage Fee deductions by other departments against the Minor minerals consumed in their civil works and also to make a comprehensive survey & document the process being followed for the collection and accounting of Seigniorage fee.

Further, you are requested to remit the deducted Seigniorage fee, DMF & MERIT etc., payments under the following head of accounts as detailed below as per G.O's mentioned at reference 3rd to 5th and send the original challans/Demand Drafts to this office for reconciliation and taking further necessary action.

Mineral	Revenue Head	Amount (Rs.Per Cubic Meter / Metric Tonns)	Head of Account	DDO Code	CFMS Service Code
Road Metal	S.Fee	90 / 60	0853-00-102-00-02	1102-1307-001	4008
	DMF (30% of S.Fee)	27 / 18	8448-00-101-01-13-001-001 (Consider for 98%)	1101-1307-001	1102
			8342-00-120-00-13-001-000 (Consider for 2%)	2703-1307-002	8093
	MERIT (2 % of S.Fee)	1.8 / 1.2	8443-00-111-01-27-003-003	2703-1307-002	8213
	IT (2% of S.Fee)	1.8 / 1.2	0021-200-6CH	TAN No.HYDO00636G	
Gravel	S.Fee	45 / 30	0853-102-02	1102-1307-001	4008
	DMF (30% of S.Fee)	13.5 / 9	8448-00-101-01-13-001-001 (Consider for 98%)	1101-1307-001	1102
			8342-00-120-00-13-001-000 (Consider for 2%)	2703-1307-002	8093
	MERIT (2 % of S.Fee)	0.9 / 0.6	8443-00-111-01-27-003-003	2703-1307-002	8213
	IT (2% of S.Fee)	0.9 / 0.6	0021-200-6CH	TAN No.HYDO00636G	

In view of the circumstances stated above, I request the Executive Engineer & SM (C), Central Public Works Department, Ministry of Housing & Urban Affairs, Tirupati Project Division – I, Yerpedu Mandal, Chittoor District to furnish the Seigniorage Fee payments particulars recovered from the contractor work bills to this office as per the above mentioned head of accounts immediately.

The earnest action in this regard may be highly appreciated.

Yours faithfully,

Asst. Director of Mines and Geology,
CHITTOOR.

Copy Submitted to the:

- The Director of Mines & Geology, Ibrahimpatnam for favour of kind information.
- The District Collector, Chittoor District for favour of kind information.
- The Deputy Director of Mines and Geology, Chittoor for favour of kind information.

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GOVERNMENT OF ANDHRA PRADESHABSTRACT

Mines&Minerals–LevyofConsiderationamountonallMinorMineralsinAdditiontothe Seigniorage Fee, DMF and MERIT–Orders–Issued.

INDUSTRIES&COMMERCE(M.III)DEPARTMENT

G.O.MS.No.42 Dated: 07-06-2021

Readthefollowing;

1. G.O.Ms.No.29,Ind.&Com.(Mines-II)Dept.dated15.02.2017
2. G.O.Ms.No.21,Ind.&Com.(Mines-III)Dept.dated25.03.2021
3. FromtheDirectorofMines&Geology,singlefileNo:4072/P/2021

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ORDER:

Government, vide G.O.1st read above, have included a pre-emption clause to direct the lessees to sell minerals to the processing industries duly paying the Consideration Amount in addition to Seigniorage Fee, Contribution to DMF and MERIT to the State Government.

2. In the G.O., 2nd read above, Government have ordered that the Silica Sand lease holders shall also pay Consideration Amount of Rs.212/- per ton to the State Government in addition to the Seigniorage Fee, DMF and MERIT and to use the collected fund for the purposes as specified therein.

3. The DM&G, AP., in the single file 3rd read above, while referring to the recommendations of the State Level Core Committee and keeping in view thesuggestionsmadeduringreviewmeetingsonMineralRevenuereceiptsandPolicyaspectsofDepartmentofMines&Geology,hasrequestedtheGovernmenttoissueofnecessaryordersforlevyofconsiderationamount,onthesimilarlinesofSilicaSandordersissuedvideGO2ndreadabove,onthelease holdersin addition to the Seigniorage Fee, DMF and MERIT, duly fixingit as one time of Seigniorage fee for all minor minerals other than granite and 0.5timeofSeignioragefeeforgranite,sinceitishighvaluemineral(Seignioragefee ranges from Rs.3,452 to Rs.4,600 per cum) irrespective of the mode of grant of leases.

4. Government, after careful examination of the proposal of the DM&G, AP, interms of orders issued vide GO 1st read above, and on the similar lines of the orders issued vide GO 2nd read above, hereby levy consideration amount, on the lease holders, in addition to the Seign. Fee, DMF and MERIT, @ one time ofSeignioragefeeforallminormineralsexceptgraniteand@0.5timeofSeigniorage fee for granite, irrespective of the mode of grant of leases. The funds collected shall be used for the following purposes:

i. To mitigate the impact of disaster and epidemic;
ii. To provide there habilitation/employment of informal work force;
iii. to create all such infrastructures in the field of Cottage / villageIndustries,MSMEgeneratingemploymentandmitigatingthehardshipscauseddueto lossofjobsduetothepandemic;
iv. to augment the existing health infrastructures;
to establish the community shelters/dormitories/kitchens/food securities etc;
v. to provide all such necessary help/logistic support for proper cultivation

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to the Agriculturist;

vi. toprovidenecessarylogisticsupportformarketabilityofAgricultureproduces;

vii. to provide all necessary assistance/support to all such informal workforce, casual/migrant workforce, persons, who suffered loss of employment or suffered pecuniary losses during the epidemic;

viii. to augment other welfare schemes in the State or and for allsuch other purposes as the Government may specify, from time totime in the State.

5. TheDirectorofMines&Geology,A.P.,shalltakenecessaryactionaccordinglyin the matter.

(BYORDERANDINTHENAMEOFTHEGOVERNOROFANDHRAPRADESH)

GOPAL KRISHNA DWIVEDIPRINCIPALSECRETARYTO GOVERNMENT(M)

To
The Director of Mines & Geology, AP, Ibrahimpatnam, Vijayawada.(w.e.file) All the District Collectors in the State.
The VC&MD, M/s APMDC Ltd, Kanur, Vijayawada.
Copyto:
The OSD to Hon'ble Minister (Mines & Geology)The
PStoPrl. Secy. To Hon'ble CM
The PS to Secretary to Govt (Mines)The Finance Department SF /SC(CompNo:1420114)

//FORWARDEDBYORDER//

SECTIONOFFICER

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