

Name of Work:	A/R & M/O residential building at GPRA Gulmohar Vihar, Kanpur. (SH: Construction of damaged boundary wall 25 mm at GPRA Gulmohar Vihar Naubasta Kanpur Photo attached).	
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Assistant Engineer-II

PART-A

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

The **Assistant Engineer-II, C.P.W.D., Kanpur** on behalf of President of India invites online Percentage rate bids from approved and eligible contractors of CPWD in composite category for the following work(s):

S. No.	NIT No.	Name of work and location	Estimated cost put to bid	Earnest Money	Period of Completion	Last date & time of submission of bid, original EMD, copy of receipt or deposition of original EMD and other Document as specified in the bid document	Time & date of opening of tender
1	2	3	4	5	6	7	8
1	37/EE/Kanpur/2026-27	A/R & M/O residential building at GPRA Gulmohar Vihar, Kanpur. (SH: Construction of damaged boundary wall 25 mm at GPRA Gulmohar Vihar Naubasta Kanpur Photo attached).	Rs. 3,86,308/-	Rs. 7,726/-	01 Month	Upto 15:00 PM on 04.09.2026	At 15:30 PM on 04.09.2026

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

*** To be filled by Assistant Engineer.**

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4. But the bid can only be submitted after depositing of original EMD either in the office of Executive Engineer inviting bids or division office of any Executive Engineer, CPWD within the period of bid submission and uploading the mandatory scanned documents such as Demand Draft or Pay order or Banker's Cheque or Deposit at call Receipt or Fixed Deposit Receipts and Bank Guarantee of any Commercial Bank towards EMD in favour of Executive Engineer as mentioned in NIT, receipt for deposition of original EMD to division office of any Executive Engineer (including NIT issuing EE/AE), CPWD and other documents as specified.
5. Those contractors not registered on the website mentioned above, are required to get registered beforehand. If needed they can be imparted training on online bidding process as per details available on the website.
6. The intending bidder must have valid class-III digital signature to submit the bid.
7. On opening date, the contractor can login and see the bid opening process. After opening of bids he will receive the competitor bid sheets.
8. Contractor can upload documents in the form of **JPG** format and **PDF** format.
9. Contractor must ensure to quote rate in the column (5) meant for quoting rate in figures appears in pink colour and the moment rate is entered, it turns sky blue.
In addition to this, while selecting any of the cells a warning appears that if any cell is left blank the same shall be treated as "**0**". Therefore, if any cell is left blank and no rate is quoted by the bidder, rate of such item shall be treated as "**0**" (**ZERO**).
However, if a tenderer quotes nil rates against each item in item rate tender or does not quote any percentage above/below on the total amount of the tender or any section/sub head in percentage rate tender, the tender shall be treated as invalid and will not be considered as lowest tenderer.

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

- I. Treasury Challan/Demand Draft/Pay order or Banker`s Cheque /Deposit at Call Receipt/FDR/Bank Guarantee of any Scheduled Bank against EMD.
- II. Enlistment Order of the Contractor in Composite Category.
- III. (A) GST Registration Certificate if already obtained by the bidder.
 ‘or’
(B) If the bidder has not obtained GST registration as applicable, then he shall scan and upload following undertaking along with bid documents:

If the work is awarded to me, I/We shall obtain GST registration Certificate as applicable, within one month from date of receipt of award letter or before release of any payment by CPWD, whichever is earlier, failing which, I/we shall be responsible for any delay in payments which will be due towards me / us on a/c of the work executed and / or for any action taken by CPWD or GST department in this regard.

- IV. Copy of receipt for deposition of original EMD issued from division office of any Executive Engineer (including NIT issuing EE/AE), CPWD.

Note: Bidder should ensure himself that above documents are uploaded in correct format and at correct location on the website.

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Annexure-I.

RECEIPT OF DEPOSITION OF ORIGINAL EMD

(Receipt No.#..... / date#.....)

1. Name of Work : A/R & M/O residential building at GPRA Gulmohar Vihar, Kanpur. (SH: Construction of damaged boundary wall 25 mm at GPRA Gulmohar Vihar Naubasta Kanpur Photo attached).
2. NIT No. : 37/EE/Kanpur/2026-27
3. Estimated Cost: Rs. 3,86,308/-
4. Amount of Earnest Money Deposit: Rs. 7,726/-
5. Last date & Time of submission of Bid : 04.09.2026 upto 15.00 PM

Name of Contractor :#.....

1. Form of EMD#.....
2. Amount of Earnest Money Deposit#.....
3. Date of submission of EMD#.....

Signature, Name and Designation of EMDreceiving officer
(AE(P)/AE/AAO) alongwith office stamp

To be filled by EMD receiving AE.

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CPWD-6 FOR e-Tendering

Percentage rate bids are invited on behalf of President of India from approved and eligible contractors of CPWD in composite category for the work of A/R & M/O residential building at GPRA Gulmohar Vihar, Kanpur. (SH: Construction of damaged boundary wall 25 mm at GPRA Gulmohar Vihar Naubasta Kanpur Photo attached).

The enlistment of the contractors should be valid on the last date of submission of bids. In case the last date of submission of bid is extended, the enlistment of contractor should be valid on the original date of submission of bids.

The work is estimated to cost **Rs. 3,86,308/-**. This estimate, however, is given merely as a rough guide.

2. Agreement shall be drawn with the successful bidders on prescribed Form No. **CPWD 7** which is available as a Govt. of India Publication and also available on website **www.cpwd.gov.in**. Bidders shall quote his rates as per various terms and conditions of the said form which will form part of the agreement.
3. The time allowed for carrying out the work will be **01 Month** from the date of start as defined in schedule 'F' or from the first date of handing over of the site, whichever is later, in accordance with the phasing, if any, indicated in the bid documents.
4. (i) The site for the work is available.
(ii) **The architectural and structural drawings shall be made available in phased manner, as per requirement of the same as per approved programme of completion submitted by the contractor after award of work.**
5. The bid document consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents except Standard General Conditions of Contract Form can be seen on website **www.cpwd.gov.in free of cost.**
6. After submission of the bid the contractor can re-submit revised bid any number of times but before last time and date of submission of bid as notified.
7. While submitting the revised bid, contractor can revise the rate of one or more item(s) any number of times (he need not re-enter rate of all the items) but before last time and date of submission of bid as notified.
8. When bids are invited in three stage system and if it is desired to submit revised financial bid then it shall be mandatory to submit revised financial bid. If not submitted then the bid submitted earlier shall become invalid.
9. **Earnest Money** in the form of Treasury Challan or Demand Draft or Pay order or Banker's Cheque or Deposit at Call Receipt or Fixed Deposit Receipt (drawn in favour of **Executive Engineer, Kanpur, CPWD, Kanpur** shall be scanned and uploaded to the e-Tendering website within the period of bid submission. The original EMD should be deposited either in the office of Executive Engineer inviting bids or division office of any Executive Engineer, CPWD within the period of bid submission. The EMD receiving Executive Engineer (including NIT issuing EE/AE) shall issue a receipt of deposition of earnest money deposit to the bidder in a prescribed format (enclosed) uploaded by the tender inviting EE in the NIT.
This receipt shall also be uploaded to the e-tendering website by the intending bidder upto the specified bid submission date and time.

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A part of earnest money (EM) is acceptable in the form of bank guarantee also. In such case, **minimum** 50% of earnest money or Rs. 20 lac, whichever is less, shall have to be deposited in shape prescribed above and balance **may be deposited** in shape of Bank Guarantee of any scheduled bank **having validity for 90 days or more from the last date of receipt of bids** which is to be scanned and uploaded by the intending bidders.

Earnest money deposit shall be uploaded to the e-Tendering website within the period of bid submission.

Copy of Enlistment Order and other documents as specified in the bid document shall be scanned and uploaded to the e-Tendering website within the period of bid submission. Further, certified copy of all the scanned and uploaded documents as specified in bid document shall have to be submitted by the lowest bidder only within a week physically in the office of tender opening authority.

Online bid documents submitted by intending bidders shall be opened only of those bidders, **whose original EMD deposited with any division of CPWD** and other documents scanned and uploaded are found in order.

The bid submitted shall be opened at **15:30 PM on 04.09.2026**.

9. The contractors registered prior to 01.04.2015 on e-tendering portal of CPWD shall have to deposit tender processing fee at existing rates, or they have option to switch over to the new registration system without tender processing fee any time.
10. The bid submitted shall become invalid and e-Tender processing fee shall not be refunded if:
 - (i) The bidder does not deposit original EMD with division office of any Executive engineer, CPWD.
 - (ii) The bidder does not upload all the documents (including GST Registration) as stipulated in the bid document.
 - (iii) If any discrepancy is noticed between the documents as uploaded at the time of submission of bid and hard copies as submitted physically by the bidder in the office of bid opening authority.
 - (iv) If a tender quotes nil rates against each item in item rate tender or does not quote any percentage above/below/at par on the total amount of the tender or any section/sub head in percentage rate tender, the tender shall be treated as invalid and will not be considered as lowest tenderer
11. The contractor whose bid is accepted will be required to furnish **Performance Guarantee of 5% (Five Percent)** of the bid amount in favour of **Executive Engineer, Kanpur, CPWD, Kanpur** within the period specified in Schedule F. This guarantee shall be in the form of cash (in case guarantee amount is less than Rs. 10000/-) or Deposit at Call receipt of any scheduled bank/Banker's cheque of any scheduled bank/Demand Draft of any scheduled bank/Pay order of any Scheduled Bank of any scheduled bank (in case guarantee amount is less than Rs. 1,00,000/-) or Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the prescribed form.

The contractor whose bid is accepted will be also be required to furnish either copy of applicable licenses/registrations or proof of applying for obtaining labour licenses, registration with EPFO, ESIC and BOCW Welfare Board and Programme Chart (Time and Progress) within the period specified in Schedule F.

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12. Description of the work is as follows: **A/R & M/O residential building at GPRA Gulmohar Vihar, Kanpur. (SH: Construction of damaged boundary wall 25 mm at GPRA Gulmohar Vihar Naubasta Kanpur Photo attached).** Intending Bidders are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their bids as to the nature of the ground and sub-soil (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their bid. A bidders shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charge consequent on any misunderstanding or otherwise shall be allowed. The bidders shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a bid by a bidders implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plant, etc. will be issued to him by the Government and local conditions and other factors having a bearing on the execution of the work.
13. The competent authority on behalf of the President of India does not bind itself to accept the lowest or any other bid and reserves to itself the authority to reject any or all the bids received without the assignment of any reason. All bids in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the bidders shall be summarily rejected.
14. Canvassing whether directly or indirectly, in connection with bidders is strictly prohibited and the bids submitted by the contractors who resort to canvassing will be liable for rejection.
15. The competent authority on behalf of President of India reserves to himself the right of accepting the whole or any part of the bid and the bidders shall be bound to perform the same at the rate quoted.
16. The contractor shall not be permitted to bid for works in the CPWD Circle (Division in case of contractors of Horticulture/Nursery category) responsible for award and execution of contracts, in which his near relative is posted a Divisional Accountant or as an officer in any capacity between the grades of Superintending Engineer and Junior Engineer (both inclusive). He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any gazetted officer in the Central Public Works Department or in the Ministry of Urban Development. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of this Department.
17. No Engineer of Gazetted Rank or other Gazetted Officer employed in Engineering or Administrative duties in an Engineering Department of the Government of India is allowed to work as a contractor for a period of one year after his retirement from Government service, without the prior permission of the Government of India in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of the Government of India as aforesaid before submission of the bid or engagement in the contractor's service.
18. **The bid for the works shall remain open for acceptance for a period of thirty (30) days from the last date of receipt of bids.** If any bidders withdraws his bid before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the bid which are not acceptable to the department, then the Government shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said

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earnest money as aforesaid. Further the bidders shall not be allowed to participate in the rebidding process of the work.

19. This notice inviting Bid shall form a part of the contract document. The successful bidders/contractor, on acceptance of his bid by the Accepting Authority shall within 15 days from the stipulated date of start of the work, sign the contract consisting of:-
- The Notice Inviting Bid, all the documents including additional conditions, specifications and drawings, if any, forming part of the bid as uploaded at the time of invitation of bid and the rates quoted online at the time of submission of bid and acceptance thereof together with any correspondence leading thereto.
 - Standard **C.P.W.D. Form 7** or other Standard C.P.W.D. Form as applicable.

20. For Composite Bids

The Executive Engineer in charge of the major component will call bids for the composite work. The cost of bid document and Earnest Money will be fixed with respect to the combined estimated cost put to tender for the composite bid.

The bid document will include following three components:

Part A:- CPWD-6, CPWD-7 including schedule A to F for the major component of the work, Standard General Conditions of Contract for CPWD 2023 as amended/modified up to the previous day of last date of submission of tender.

~~**Part B:-** General / specific conditions, specifications and schedule of quantities applicable to major component of the work.~~

~~**Part C:-** Schedule A to F for minor component of the work. (EE in charge of major component shall also be competent authority under Clause 2 and Clause 5 as mentioned in schedule A to F for major components), General/specific conditions, specifications and schedule of quantities applicable to minor component(s) of the work.~~

The bidders must associate himself, with agencies of the appropriate class eligible to bid for each of the minor component individually.

The eligible bidders shall quote rates for all items of major component as well as for all items of minor components of work.

~~After acceptance of the bid by competent authority, the EE in charge of major component of the work shall issue letter of award on behalf of the President of India. After the work is awarded, the main contractor will have to enter into agreement with EE in charge of major component and has also to sign two or more copies of agreement depending upon number of EE's/DDH in charge of minor components. One such signed set of agreement shall be handed over to EE/DDH in charge of minor component(s). EE of major component will operate **Part A** and **Part B** of the agreement. EE/DDH in charge of minor component(s) shall operate **Part C** along with **Part A** of the agreement.~~

~~Entire work under the scope of composite bid including major and all minor components shall be executed under one agreement.~~

~~Security Deposit will be worked out separately for each component corresponding to the estimated cost of the respective component of works.~~

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~~The main contractor has to associate agency(s) for minor component(s) conforming to eligibility criteria as defined in the bid document and has to submit detail of such agency(s) to Engineer in-charge of minor component(s) within prescribed time. Name of the agency(s) to be associated shall be approved by Engineer in-charge of minor component(s).~~

In case the main contractor intends to change any of the above agency/agencies during the operation of the contract, he shall obtain prior approval of Engineer-in-charge of minor component. The new agency/agencies shall also have to satisfy the laid down eligibility criteria. In case Engineer-in-charge is not satisfied with the performance of any agency, he can direct the contractor to change the agency executing such items of work and this shall be binding on the contractor.

~~The main contractor has to enter into agreement with contractor(s) associated by him for execution of minor component(s). Copy of such agreement shall be submitted to EE/DDH in charge of each minor component as well as to EE in charge of major component. In case of change of associate contractor, the main contractor has to enter into agreement with the new contractor associated by him.~~

~~Running payment for the major component shall be made by EE of major discipline to the main contractor. Running payment for minor components shall be made by the Engineer in-charge of the discipline of minor component directly to the main contractor.~~

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

~~20.1.12B. Final bill of whole work shall be finalized and paid by the EE of major component. Engineer(s) in charge of minor component(s) will prepare and pass the final bill for their component of work and pass on the same to the EE of major component for including in the final bill for composite contract.~~

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INTEGRITY PACT

To,

*

Subject: NIT No. 37/EE/Kanpur/2026-27 Recall Ist for the work of A/R & M/O residential building at GPRA Gulmohar Vihar, Kanpur. (SH: Construction of damaged boundary wall 25 mm at GPRA Gulmohar Vihar Naubasta Kanpur Photo attached).

Dear Sir,

It is here by declared that CPWD is committed to follow the principle of transparency, equity and competitiveness in public procurement.

The subject Notice Inviting Tender (NIT) is an invitation to offer made on the condition that the Bidder will sign the integrity Agreement, which is an integral part of tender / bid documents, failing which the tenderer / bidder will stand disqualified from the tendering process and the bid of the bidder would be summarily rejected.

This declaration shall form part and parcel of the Integrity Agreement and signing of the same shall be deemed as acceptance and signing of the Integrity Agreement on behalf of the CPWD.

Yours faithfully

**Assistant Engineer-II
CPWD, Kanpur**

Note :-

* To be filled by AE

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AE-II (Civil)

To,

**Assistant Engineer-II,
CPWD, Kanpur.**

Sub: Submission of Tender for the work of “A/R & M/O residential building at GPRA Gulmohar Vihar, Kanpur. (SH: Construction of damaged boundary wall 25 mm at GPRA Gulmohar Vihar Naubasta Kanpur Photo attached)...”

Dear Sir,

I / We acknowledge that CPWD is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the tender/bid document.

I / We agree that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that I/We will sign the enclosed integrity Agreement, which is an integral part of tender documents, failing which I/We will stand disqualified from the tendering process. I/We acknowledge that THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the NIT.

I/We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by CPWD. I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article 1 of the enclosed Integrity Agreement.

I/We acknowledge that in the event of my/our failure to sign and accept the Integrity Agreement, while submitting the tender/bid, CPWD shall have unqualified, absolute and unfettered right to disqualify the tenderer/bidder and reject the tender/bid in accordance with terms and conditions of the tender/bid.

Yours faithfully

(Duly authorized signatory of the Bidder)

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

INTEGRITY AGREEMENT

This Integrity Agreement is made at on this day of20*

BETWEEN

President of India represented through **Executive Engineer, Kanpur, CPWD, Kanpur** (Hereinafter referred as the '**Principal/Owner**', which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

..... (Name and Address of the Individual/firm/Company) through..... (Hereinafter referred to as the (Details of duly authorized signatory)

"Bidder/Contractor" and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

Preamble

WHEREAS the Principal / Owner has floated the Tender (NIT No. **37/EE/Kanpur/2026-27** (hereinafter referred to as "Tender/Bid") and intends to award, under laid down organizational procedure, contract for "A/R & M/O residential building at GPRA Gulmohar Vihar, Kanpur. (SH: Construction of damaged boundary wall 25 mm at GPRA Gulmohar Vihar Naubasta Kanpur Photo attached)..

." (Name of work) here in after referred to as the "contract". AND WHEREAS the Principal / Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Contractor(s).

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

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

Article 1: Commitment of the Principal / Owner

- 1) The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - (a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - (b) The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.
 - (c) The Principal / Owner shall endeavor to exclude from the Tender process any person, whose conduct in the past has been of biased nature.

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

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

- 1) It is required that each Bidder / Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government / Department all suspected acts of **fraud or corruption or Coercion or Collusion** of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
- 2) The Bidder(s) / Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
 - a) The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal / Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.
 - b) The Bidder(s) / Contractor (s) will not enter with other Bidder (s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
 - c) The Bidder(s) / Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s) / Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d) The Bidder(s)/ Contractor(s) of foreign origin shall disclose the names and addresses of agents / representatives in India, if any. Similarly Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.
 - e) The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose (with each tender as per Performa enclosed) any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract
- 3) The Bidder(s) / Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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- 4) The Bidder(s) / Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice means a willful misrepresentation or omission of facts or submission of fake / forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.
- 5) The Bidder(s) / Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his / her reputation or property to influence their participation in the tendering process).

Article 3: Consequences of Breach

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

- 1) If the Bidder (s) / Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate / determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal / Owner. **Such exclusion may be forever or for a limited period as decided by the Principal / Owner.**
- 2) **Forfeiture of Performance Guarantee/ Security Deposit:**
If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder / Contractor.
- 3) **Criminal Liability:** If the Principal/Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of Indian Penal code (IPC)/Prevention of Corruption Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression

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

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- 2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holding listing of the Bidder/Contractor as deemed fit by the Principal/ Owner.
- 3) If the Bidder/Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

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

- 1) The Bidder(s) / Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder / Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Sub-contractors/sub-vendors.
- 2) The Principal / Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.
- 3) The Principal / Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

Article 6- Duration of the Pact

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

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

Article 7- Other Provisions

- 1) This Pact is subject to Indian Law, place of performance and jurisdiction is the **Head quarters of the Division** of the Principal / Owner, who has floated the Tender.
- 2) Changes and supplements need to be made in writing. Side agreements have not been made.
- 3) If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
- 4) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 5) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement/Pact, any action taken by the Owner/Principal in accordance with this **Integrity Agreement/ Pact or interpretation** there of shall not be subject to arbitration.

Article 8- LEGAL AND PRIOR RIGHTS

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the

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sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender / Contract documents with regard any of the provisions covered under this Integrity Pact.

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

(For and on behalf of Principal/Owner)

(For and on behalf of Bidder/Contractor)

WITNESSES:

1(Signature, name and address)

2(Signature, name and address)

Place:

Dated:

Note :-* To be filled by AE

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AE-II (Civil)

CPWD-7

**GOVERNMENT OF INDIA
CENTRAL PUBLIC WORKS DEPARTMENT**

PERCENTAGE RATE TENDER & CONTRACT FOR WORKS

(A) Tender for **A/R & M/O residential building at GPRA Gulmohar Vihar, Kanpur. (SH: the work of: Construction of damaged boundary wall 25 mm at GPRA Gulmohar Vihar Naubasta Kanpur Photo attached).**

(i) To be uploaded by **15:00 PM on 04.09.2026 at www.cpwd.gov.in**

(ii) To be opened in presence of tenderers who may be present at **15:30 PM on 04.09.2026 in the office of Assistant Engineer-II, C.P.W.D., Kanpur.**

TENDER

I/We have read and examined the notice inviting tender, schedule, A, B, C, D, E & F Specifications applicable, Drawings & Designs, General Rules and Directions, Conditions of Contract, clauses of contract, Special conditions, Schedule of Rate & other documents and Rules referred to in the conditions of contract and all other contents in the tender document for the work.

I/We hereby tender for the execution of the work specified for the President of India within the time specified in Schedule 'F' viz., schedule of quantities and in accordance in all respect with the specifications, designs, drawing and instructions in writing referred to in Rule-1 of General Rules and Directions and in Clause 11 of the Conditions of contract and with such materials as are provided for, by, and in respect of accordance with, such conditions so far as applicable.

We agree to keep the tender open for thirty (30) days from the last date of receipt of bids and not to make any modification in its terms and conditions.

In lieu of EMD, I/We hereby submit Earnest Money Deposit (EMD) as per Annexure-I.

If I/We, fail to furnish the prescribed performance guarantee within prescribed period, I/We agree that the said President of India or his successors, in office shall without prejudice to any other right or remedy, be at liberty to take action as per my/our EMD deposit as per Annexure-I. Further, if I/We fail to commence work as specified, I/We agree that President of India or the successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said performance guarantee absolutely. The said Performance Guarantee shall be a guarantee to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to those in excess of that limit at the rates to be determined in accordance with the provision contained in Clause 12.2 and 12.3 of the tender form.

Further, I/We agree that in case of my self / our self becoming liable for action as per my/our EMD declaration or forfeiture of Performance Guarantee as aforesaid, I/We shall be debarred for participation in the re-tendering process of the work.

I/We undertake and confirm that eligible similar work(s) has/have not been got executed through another contractor on back to back basis. Further that, if such a violation comes to the notice of Department, then I/We shall be debarred for tendering in CPWD in future forever. Also, if such a

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AE-II (Civil)

violation comes to the notice of Department before date of start of work, the Engineer-in-Charge shall be free to forfeit the entire amount of Performance Guarantee.

I/We hereby declare that I/We shall treat the tender documents drawings and other records connected with the work as secret/confidential documents and shall not communicate information/derived there from to any person other than a person to whom I/We am/are authorized to communicate the same or use the information in any manner prejudicial to the safety of the State.

Dated :

Signature of Contractor

Witness:

Postal Address

Address:

Occupation:

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AE-II (Civil)

ACCEPTANCE

The above tender (as modified by you as provided in the letters mentioned hereunder) is accepted by me for and on behalf of the President of India for a sum of(Rupees).

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

- (a)
- (b)
- (c)

For & on behalf of President of India

Signature

Dated:

Designation

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AE-II (Civil)

PROFORMA OF SCHEDULES

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

SCHEDULE 'A'

Schedule of quantities (Attached Page No. 83 to 85)

SCHEDULE 'D'

Extra schedule for specific requirements/document for the work, if any **Nil**

SCHEDULE 'E'

Reference to General Conditions of Contract-GCC-2023 for **Maintenance Work** as amended/modified up to day previous to the last date of submission of bids.

Name of Work : A/R & M/O residential building at GPRA Gulmohar Vihar, Kanpur. (SH: Construction of damaged boundary wall 25 mm at GPRA Gulmohar Vihar Naubasta Kanpur Photo attached).	
Estimated cost of the work :	
Civil Items of Work	Rs. 3,86,308/-
Electrical items of work	
Internal electrical installation i/c fans, fixtures, Cable, service connection, street and compound lighting etc	
Total	Rs.3,86,308/-
Earnest money	Rs. 7,726/- (to be returned after receiving Performance Guarantee)
Performance Guarantee	(a) 5% of tendered value or estimated cost put to tender (ECPT) (whichever is higher). (b) Where the tendered amount is less than eighty percent (80%) of the estimated cost put to tender (ECPT), the performance guarantee, in addition to the requirement under (a) above, shall be increased by an amount equal to the difference between eighty percent (80%) of the ECPT and the tendered amount.
Security Deposit	2.5% of the tendered value

SCHEDULE 'F'**GENERAL RULES & DIRECTIONS:**

Officer inviting tender	Assistant Engineer-II C.P.W.D., Kanpur
Maximum percentage of quantity of items of work to be executed beyond which rates are to be determined in accordance with Clause 12.2.& 12.3	See on Page No. 23

Definitions:

2 (v)	Engineer-in-Charge	
	For Civil items of work	Assistant Engineer-II C.P.W.D., Kanpur

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AE-II (Civil)

	For Electrical items of work	Executive Engineer (Elect.), Lucknow Electric Division, C.P.W.D., Lucknow.
	For horticulture items of work	DD(Hort.), Lucknow Horticulture, CPWD, Lucknow
2 (viii)	Accepting Authority	Assistant Engineer-II C.P.W.D., Kanpur
2 (x)	Percentage on cost of materials and labour to cover all overheads and profits	15%
2 (xi)	Standard Schedule of Rates:	

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(i) Extension of time	Executive Engineer, Kanpur, C.P.W.D., Kanpur (The ultimate authority to decide final extension of time case is Chief Engineer (Lucknow) CPWD, Lucknow or successor thereof)
(ii) Rescheduling of mile stone	Chief Engineer (Lucknow), CPWD, Lucknow or successor thereof or Higher authority.
(iii) Shifting of date of start in case of delay in handing over of site	Chief Engineer (Lucknow), CPWD, Lucknow or successor thereof or Higher authority.

PROFORMA OF SCHEDULE clause 5 Schedule of handing over the site

Part	Portion of site	Description	Time period for handing over reckoned from date of issue of letter of intent
Part A	Portion without any hindrance	Full site	10 (Ten) days
Part B	Portion with encumbrances	NA	NA
		NA	NA
Part C	Portion dependent on work of other agencies	NA	NA

Clause 6	Computerized Measurement Book (CMB)/Electronic Measurement Book (EMB) through CPWD ERP portal	
Clause 7	Gross work to be done together with net payment / Adjustment of advances for material collected, if any, since the last such payment for being eligible to interim payment	Rs. 1.5 Lakh
Clause 7A	Whether Clause 7A shall be applicable	Yes (No Running Account Bill shall be paid for the work till the applicable labour licences, registration with EPFO, ESIC and BOCW Welfare Board, whatever applicable are submitted by the contractor to the Engineer-in-charge).
Clause 8A	Authority to decide compensation on account if contractor fails to submit completion plans.	Chief Engineer (Lucknow), CPWD, Lucknow
Clause 10A	List of testing equipment to be provided by the contractor at site lab.	Refer page 29 to 30
Clause 10 B (ii) & (iii)		Whether clause 10 B (ii) shall be applicable.

Clause 10C : Not Applicable

Component of Labour expressed as percent of total value of work —Y (Payment under this clause for this component is admissible when contractor submits proof of having paid wages to workers through bank or ECS or online transfer to their bank accounts.)	25%
--	-----

Clause 10CA : Not Applicable

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AE-II (Civil)

S.N.	Material covered under this clause	Nearest Materials (other than cement*, reinforcement bars and the structural steel) for which All India Wholesale Price Index shall be followed.	Base Price (excluding GST) of all Materials covered under clause 10 CA** (April, 2022)
1.	Cement : PPC	-	Rs. 5000/ Per M.T.
2.	Cement : OPC	-	Rs. 5400/ Per M.T.
3.	Reinforcement Steel TMT Bars - Fe 500D (i) Primary manufacturer	-	Rs. 60000/ Per M.T.
4.	Structural Steel	-	Rs. 58527/ Per M.T.
* Includes cement component used in RMC brought at site from outside approved RMC plants, if any.			
** Base price and its corresponding period of all the materials covered under Clause 10CA is to be mentioned at the time of approval of NIT. In case of recall of tenders, the base price may be modified by adopting latest base price and its corresponding period.			

Clause 10CC Not Applicable

Clause 10CC to be applicable in contracts with stipulated period of completion exceeding the period shown in next column. Schedule of component of other Materials, Labour, POL etc. for price escalation	12 Months
Component of civil (Except materials covered under clause 10 CA) construction materials expressed as percent of total value of work.	40%
Component of labour expressed as percent of total value of work.	25%
Component of POL expressed as percent of total value of work.	NIL

Clause 11	Specification to be followed for execution of work:
For Civil items of work	CPWD Specifications 2021 Vol. 1 and Vol. 2 with correction slips issued up to day previous to last date of submission of tender (Hereinafter called CPWD specifications also)
For Electrical items of work	As per electrical component
For Hort. items of work	As per Hort. Component

Clause 12	Type of Work	Maintenance Work
12.2 & 12.3	Deviation limit beyond which clause 12.2 & 12.3 shall apply for building work.	No limit
12.5	i) Deviation limit beyond which clause 12.2 & 12.3 shall apply for foundation work (except items mentioned in earth work subhead in DSR and related items)	
	ii) Deviation limit for items mentioned in earth work subhead of DSR and related items	

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Clause 16	Competent Authority for Deciding reduced rates:	
	For Civil items of work	Chief Engineer (Lucknow), CPWD, Lucknow or successor thereof or Higher authority.
	For Electrical items of work	Chief Engineer (Lucknow), CPWD, Lucknow or successor thereof or Higher authority.
	For Horticulture items of work	Chief Engineer (Lucknow), CPWD, Lucknow or successor thereof or Higher authority.

Clause 18	List of mandatory machinery, tools & plants to be deployed by the contractor at site.	NA
Clause 19 C	Authority to decide penalty for each default	Chief Engineer (Lucknow), C.P.W.D., Lucknow or successor thereof.
Clause 19 D	Authority to decide penalty for each default	
Clause 19 G	Authority to decide penalty for each default	
Clause 19 K	Employment of skilled / semi skilled workers.	Not Applicable

Clause 25

(i) Conciliator	ADG(LR), CPWD, Lucknow
(ii) Arbitrator Appointing Authority	Chief Engineer (Lucknow)
(iii) Place of Arbitration	Lucknow

Clause 32 Requirement of Technical Representative(s) and Recovery Rate

Sl. No	Minimum Qualification of Technical representative	Discipline	Designation (Principal Technical/Technical representative)	Minimum experience (Years)	Number	Rate at which recovery shall be made from the contractor in the event of not fulfilling provision of Clause 32	
						Figures	Words
_____Nil_____							

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

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

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AE-II (Civil)

Clause 38		
i) a)	Schedule/ statement for determining theoretical quantity of cement & bitumen on the basis of Delhi Schedule of Rates 2023 printed by CPWD	D.S.R. 2023 with correction slips up to day previous to the last date of submission of bids
ii)	Variations permissible on theoretical quantities	
a)	Cement for works with estimated cost put to tender not more than Rs. 5 lakhs.	3% plus/minus
	For works with estimated cost put to Tender is more than Rs. 5 lakhs	2% plus/minus
b)	Bitumen all works	2.5% plus & nil on minus side.
c)	Steel reinforcement and structural steel Sections for diameter, section and category.	2% plus/minus.
d)	All other materials	Nil

RECOVERY RATES FOR QUANTITIES BEYOND PERMISSIBLE VARIATION

S. No.	Description of Item	Rates in figures and words at which recovery shall be made from the Contractor (excluding GST)	
		Excess beyond permissible variation	Less use beyond permissible variation
1	Cement (PPC)	Not applicable	-
2	Cement (OPC)	Not applicable	-
3	Steel Reinforcement	Not applicable	-
4	Structural Steel	Not applicable	-

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AE-II (Civil)

GENERAL REQUIREMENTS FOR THE TENDER

Name of Work: Description of the work is as follows: A/R & M/O residential building at GPRA Gulmohar Vihar, Kanpur. (SH: Construction of damaged boundary wall 25 mm at GPRA Gulmohar Vihar Naubasta Kanpur Photo attached).

The tenderer is advised to read and examine the tender documents for the work and the set of drawings available with Engineer-in-charge. He should inspect and examine the site and its surroundings by himself before submitting his tender.

- 1 Separate schedule of quantity is included in this tender for Civil, ~~Electrical & Horticulture~~ items of work. If the tenderer wants to offer any unconditional rebates on their rates, the same should also be offered in the respective components of civil and electrical schedule separately. The contractor shall quote the percentage rates in figures and words accurately so that there is no discrepancy in rates written in figures and words.
- 2 Time allowed for the execution of work is **01 Month**.
- 3 The contractor(s) shall submit a detailed program of execution in accordance with the master programme/milestone within ten days from the date of issue of award letter.
- 4 Contractor has to arrange and install **required plant and machinery** during the currency of work and nothing extra will be paid on this account.
- 5 Quality of the project is of utmost importance. This shall be adhered to in accordance with the provisions of CPWD specifications and guidelines given in the relevant paras.
- 6 The contractor (s) shall make his own arrangements for electricity and water required for the execution of work.
- 7 **Cement shall be arranged by the contractor himself.**
- 8 **Steel Reinforcement shall be arranged by the contractor himself.**
- 9 ~~Contractor has to engage specialized agencies for specialized items of works such as Pile Foundation work, water proofing, RCC overhead tank, sewage treatment plant, truss fabrication and other specialized items as mentioned in the tender documents. Only those specialized agencies/firms who have satisfactorily executed works as per following criteria during last seven years are eligible for the specialized works-~~
 - (a) ~~Three similar works each costing not less than 40% of estimated cost for concerned sub head.~~
 - ~~Or~~
 - (b) ~~Two similar works each costing not less than 60% of estimated cost for concerned sub head.~~
 - ~~Or~~
 - (c) ~~One similar work costing not less than 80% of estimated cost for concerned sub head.~~

~~Approval of the specialized agencies for each specialized work shall be obtained from the Engineer in Charge within one month of award of work. Even if, such specialized items of work shall be executed by the specialized agencies, the work shall be deemed to be executed by the tenderer for all purposes and the responsibility of the quality of items of works executed etc. shall continue to be that of the tenderer only.~~

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AE-II (Civil)

- 10 ~~Contractor has to deploy required Plant and machinery on the project. **Minimum number of plant and machinery to be deployed by him is indicated at Page No. 55.**~~ In case the contractor fails to deploy the plant and machinery whenever required and as per the direction of the Engineer in charge, he (Engineer in charge) shall be at a liberty to get the same deployed at the risk and cost of the contractor.
- 11 The contractor shall submit the running bills in the shape of the computerised MB in pages of A-4 size as per the standard format of department and shall act as per modified clause 6 A of CPWD-7
- 12 Contractor has to provide reinforcement cover blocks made of approved proprietary pre packed free flowing mortars (Conbextra as manufactured by M/s Fosroc Chemical India Ltd. or approved equivalent) of high early strength.
- 13 The contractor shall comply with the provisions of the Apprentices Act 1961, and the rules and orders issued there under from time to time.

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PART-B

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MATERIAL AND QUALITY ASSURANCE

1. The contractor shall ensure quality control measures on different aspects of construction including materials, workmanship and correct construction methodologies to be adopted. He shall have to submit quality assurance programme within two weeks of the award of work. The quality assurance programme should include method statement for various items of work to be executed along with check lists to enforce quality control.
2. The contractor shall get the source of all other materials, not specified else where in the document, approved from the Engineer-in-Charge. The contractor shall stick to the approved source unless it is absolutely unavoidable. Any change shall be done with the prior approval of the Engineer-in-Charge for which tests etc. shall be done by the contractor at his own cost. Similarly, the contractor shall submit brand/ make of various materials not specified in the agreement, to be used for the approval of the Engineer-in-Charge along with samples and once approved, he shall stick to it.
3. The contractor shall submit shop drawings of staging and shuttering arrangement, aluminum work, Steel truss work and other works as desired by Engineer In Charge for his approval before execution. The contractor shall also submit bar bending schedule for approval of Engineer –in – charge before execution.

4. Test Laboratories :

A) Laboratory at site :

The contractor shall establish a testing lab at site and provide testing equipment and materials for the field tests mentioned in the list of mandatory tests given in CPWD specifications 2009 Vol. 1 & 2. Nothing extra shall be payable to him on this account.

The representatives of the department shall be at liberty to inspect the testing facilities at site and conduct testing at random in consultation with Engineer in charge. The contractor shall provide all necessary facilities for the purpose. The laboratory shall be equipped, inter alia, with the following equipments:

a) Balances:

- i) 7 kg to 10 kg capacity, semi-self indicating type – Accuracy 10 gm.
- ii) 500 gm capacity, semi-self indicating type Accuracy 1 gm.
- iii) Pan Balance- 5 kg Capacity- Accuracy 10 gm.

b) Ovens- Electrically operated, thermostatically controlled upto 1100C- Sensitivity 10C.

c) Sieves: as per IS: 460

- i) IS Sieves – 450 mm internal dia of sizes 100 mm, 80 mm, 63 mm, 50 mm, 40 mm, 25 mm, 20 mm, 12.5 mm, 10 mm, 6.3 mm, 4.75 mm, complete with lid and pan.
- ii) IS Sieves – 200 mm internal dia (brass frame) consisting of 2.36 mm, 1.18 mm, 500 microns, 425 microns, 300 microns, 212 microns, 150 microns, 90 microns, 75 microns with lid and pan.
- d) Sieve shaker capable of 200 mm and 300 mm dia sieves, manually operated with timing switch assembly.

e) Equipment for slump test- slump cone, steel plate, tapping rod, steel scale, scoop.

f) Equipment for concrete testing

- | | |
|---|---------|
| i) Concrete cube moulds 15x15x15cm. | 18 Nos. |
| ii) Pruning Rods 2Kg weight length 40cm and ramming face 25mm | 1 No. |
| iii) Extra Bottom plates for 15cm cube mould | 6 Nos. |
| iv) Standard Vibration table for cubes | 1 No |
| v) Dial gauges 25 mm travel- 0.01 mm/division Least count- | 1 No. |
| vi) Compression testing machine of 100 tonne capacity. | 1 No. |

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AE-II (Civil)

Not less than 90% tests for material be performed at site lab with above stated equipment's, however at least 10% testing of materials shall be got done from external laboratories. However, for the tests to be carried out by the external laboratories, the contractor shall supply free of charge all the materials required for testing, including transportation. If the tests which were to be conducted in the site laboratory are conducted in other laboratories for any the reasons the cost of such tests shall be borne by the contractor.

B) Other Laboratories :

B1 The contractor shall arrange carrying out all tests required under the agreement through the laboratory as approved by the Engineer-in-Charge and shall bear all charges in connection therewith including charges for testing for all materials which shall be borne by the contractor.

C) Sampling of Materials:

C1 Sample of building materials fittings and other articles required for execution of work shall be got approved from the Engineer-in-Charge. Articles manufactured by companies of repute and approved by the Engineer-in-Charge shall only be used. Articles bearing BIS certification mark shall be used in case the above are not available, the quality of samples brought by the contractor shall be judged by standards laid down in the relevant BIS specifications. All materials and articles brought by the contractor to the site for use shall conform to the samples approved by the Engineer-in-Charge which shall be preserved till the completion of the work.

C2 The contractor shall ensure quality construction in a planned and time bound manner. Any sub-standard material/work beyond set out tolerance limit shall be summarily rejected by the Engineer-in-Charge.

C3 BIS marked materials except otherwise specified shall be subjected to quality test at the discretion of the Engineer-in-Charge besides testing of other materials as per the specifications described for the item/materials. Wherever BIS marked materials are brought to the site of work, the contractor shall if required, by the Engineer-in-Charge furnish manufacturers test certificate to establish that the material produced by the contractor for incorporation in the work satisfies the provisions of BIS codes relevant to the material and/or the work done.

C4 The contractor shall procure all the materials in advance so that there is sufficient time to testing and approving of the materials and clearance of the same before use in work.

C5 All materials brought by the contractor for use in the work shall be got checked from the Engineer-in-Charge or his authorized representative of the work on receipt of the same at site before use.

C6 The contractor shall be fully responsible for the safe custody of the materials issued to him even if the materials are in double lock and key system.

C7 The Stone aggregate/stone, sand shall be brought from any quarries subjected to the said materials confirm CPWD specifications.

5 The day to day receipt and issue accounts of different grade/brand of cement shall be maintained separately in the standard proforma by the Engineer-in-Charge of work and which shall be duly signed by the contractor or his authorised representative.

6 The contractor shall render all help and assistance in documenting the total sequence of this project by way of photography, slides, audio-video recording etc. Nothing extra shall be payable to the contractor on this account. However cost of photographs, slides, audio/videography etc shall be born by the department.

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

8 Separate cement registers showing the receipt of the OPC and PPC shall be maintained at site. The contractor shall construct separate godowns for storage of OPC & PPC at site and nothing extra on this account shall be payable.

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- 9 Cement issued shall be for consumption at site only. No cement for factory made items and those not manufactured at site shall be issued.
- 10 In case there is any discrepancy in frequency of testing as given in the list of mandatory test and that in the individual sub-head of work as per CPWD specification 2009 Vol. 1 & 2 the higher of the two frequencies of testing shall be adopted.
- 11 Maintenance of Works Register:**
- (i) All the register of tests to be carried out at construction site or in outside laboratories shall be maintained by the contractor which shall be issued to the contractor by Engineer-in-Charge in the same manner as being issued to CPWD field staff.
- (ii) The test registers to be issued to the contractor are :
- Materials at site account register.
 - Cement register.
 - Master test registers.
 - Cube test register.
 - Paint register.
 - Drawing register.
- (iii) All the entries in the register will be made by the designated engineering staff of the contractor and same should be regularly reviewed by JE/AE/EE.
- (iv) Contractor shall be responsible for safe custody of all the test registers.
- (v) Submission of copy of all test registers, material at site register along with each alternate running account bill and final bill shall be mandatory. These registers should be duly checked by AE(P) in division office.

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ADDITIONAL CONDITIONS FOR CEMENT

- 1 The contractor shall procure PPC conforming to IS: 1489 (Part 1) as required in the work from reputed manufacturers of cement such as ACC, Ultratech, Vikram, Shree Cement, Ambuja, Jaypee Cement, Century Cement & J.K. Cement or from any other reputed cement manufacturer having a production capacity not less than 1 million tons per annum as approved by Chief Engineer/ADG, CPWD, Lucknow.
- 2 The supply of cement shall be taken in 50 kg. bags bearing manufacturer's name and ISI marking. Samples of cement arranged by the contractor shall be taken by the Engineer-in-charge and got tested in accordance with provisions of relevant BIS codes. In case the test results indicate that the cement arranged by the contractor does not conform to the relevant BIS codes, the same shall stand rejected, and it shall be removed from the site by the contractor at his own cost within a week's time of written order from the Engineer- in-charge to do so.
- 3 The cement shall be brought at site in bulk supply of approximately 50 tonnes or as decided by the Engineer- in- charge. The cement godown of the capacity to store a minimum of 2000 bags of cement or decided by NIT approving authority in case less than 100 MT cement is required for work, shall be constructed by the contractor at site of work for which no extra payment shall be made.
- 4 Double lock provision shall be made to the door of the cement godown. The keys of one lock shall remain with the Engineer-in-Charge or his authorized representative and the keys of the other lock shall remain with the contractor. The contractor shall be responsible for the watch and ward and safety of the cement godown. The contractor shall facilitate the inspection of the cement godown by the Engineer-in-Charge at any time.
- 5 The cement shall be got tested by the Engineer-in-charge and shall be used on the work only after satisfactory test results have been received. The contractor shall supply free of charge the cement required for testing including its transportation cost to testing laboratories. **All expenditure to be incurred for testing of samples e.g. packaging, sealing, transportation, loading, unloading etc. including testing charges shall be borne by the contractor.**
- 6 The actual issue and consumption of cement on work shall be regulated and proper accounts maintained as provided in clause 10 of the contract. The theoretical consumption of cement shall be worked out as per procedure prescribed in clause 38 of the contract and shall be governed by conditions laid therein. In case the cement consumption is less than theoretical consumption including permissible variation, recovery at the rate so prescribed shall be made after ensuring structural soundness and stability on the basis of testing. In case of excess consumption, no adjustment shall be made.
- 7 The cement brought to the site and the cement remaining unused after completion of the work shall not be removed from site without the written permission of the Engineer-in-charge.
- 8 The damaged cement shall be removed from the site immediately by the agency on receipt of a notice in writing from the Engineer-in-charge. If he does not do so within 3 days of receipt of such notice, the Engineer-in-charge shall get it removed at the cost of the contractor.

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SPECIAL CONDITION FOR STEEL REINFORCEMENT BARS

1. The CPWD/Contractor shall/procure IS marked TMT bars of various grade TMT Bars of Fe 550D from :

The Steel Manufacturers such as SAIL, TATA Steel Ltd., RINL, Jindal Steel, Power Ltd. & JSW Steel Ltd. or their authorized dealers having valid BIS license for IS: 1786-2008.

The steel manufacturers or their authorized dealers (as per following section criteria) having valid BIS license for IS:1786-2008

- i. Excellent ductility, bend ability and elongation of finished product due to possible refining technology.
 - ii. Consumption of steel should be accurate as per design.
 - iii. Steel should have no brittleness problem in finished product.
 - iv. Steel should carry the quality of corrosion and earthquake resistance.
 - v. Quality steel with achievement of proper level of sulphur and phosphorus as per IS:1786-2008.
2. The contractor shall have to obtain vouchers and furnish manufacturers test certificates to the Engineer-in-charge in respect of all supplies of steel brought by him to the site of work.
 3. Samples shall also be taken and got tested by the Engineer-in-charge as per the provisions in this regard in the relevant BIS codes. In case the test results indicate that the steel arranged by the contractor does not conform to the specifications as defined under para 1.1 and 1.2 above, the same shall stand rejected and it shall be removed from the site of work by the contractor at his cost within a week time of written orders from the Engineer-in-charge to do so.
 4. The steel reinforcement shall be brought to the site in bulk supply of 20 tonnes or more or as directed by the Engineer-in-charge.
 5. The steel reinforcement bars shall be stored by the contractor at site of work in such a way as to prevent distortion & corrosion, and nothing extra shall be paid on this account. Bars of different sizes and lengths shall be stored separately to facilitate easy counting and checking.
 6. For checking nominal mass, tensile strength, bend test, re-bend test etc. specimens of sufficient length shall be cut from each size of the bar at random at frequency not less than that specified below:

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

7. All expenditure to be incurred for testing of samples e.g. packaging, sealing, transportation, loading, unloading etc. including testing charges shall be borne by the contractor.
8. The actual issue and consumption of steel on work shall be regulated and proper accounts maintained as provided in clause 10 of the contract. The theoretical consumption of steel shall be worked out as per procedure prescribed in clause 38 of the contract and shall be

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- governed by the conditions laid therein. In case the consumption is less than theoretical consumption including permissible variations recovery at the rate so prescribed shall be made. In case of excess consumption no adjustment need to be made.
9. The steel brought to the site and the steel remaining unused shall not be removed from site without the written permission of the Engineer-in-charge
 10. Steel bars brought by the contractor for use in the work shall be got checked from the Engineer-in-Charge or his authorized representative of the work on receipt of the same at site before use.
 11. In case the contractor brings surplus quantity of steel the same after completion of the work will be removed from the site by the contractor at his own cost after approval of the Engineer-in-Charge.
 12. Reinforcement including authorised spacer bars and lappages shall be measured in length of different diameters, as actually (not more than as specified in the drawing) used in the work, nearest to a centimeter. Wastage and unauthorized overlaps shall not be measured.
 13. The standard sectional weights referred to as in Table 5.4 under para 5.3.4 in CPWD specifications for works 2019 Vol. 1 will be considered for conversion of length of various sizes of MS bars, Tor steel bars and TMT bars into standard weight.
 14. Records of actual sectional weight shall also be kept dia-wise & lot-wise. The average sectional weight for each diameter shall be arrived at from samples from each lot of steel received at site. The decision of the Engineer-in-Charge shall be final for the procedure to be followed for determining the average sectional weight of each lot. Quantity of each diameter of steel received at site of work each day will constitute one single lot for the purpose. The weight of steel by conversion of length of various sizes of bars based on the actual weighted average sectional weight shall be termed as derived actual weight.
 15. If the derived weight as in para 14 above is lesser than the standard weight as in para 13 above, the derived actual weight shall be taken for payment.
If the derived actual weight is found more than the standard weight then the standard weight as worked out in para 13 above shall be taken for payment. In such case nothing extra shall be paid for the difference between the derived actual weight and the standard weight.
 16. Mixing of different type of steel/different grades of steel shall not be allowed in the same structural members as main reinforcement to satisfy clause 26.1 of IS:456.
 17. Tolerances on Nominal Mass (individual sample) shall be as under:-

Sl. No.	Nominal size mm	Tolerances on the Nominal Mass, percentage
1	Upto and including 10	-8%
2	Over 10 upto & including 16	-6%
3	Over 16	-4%

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GENERAL TERMS AND CONDITIONS

- 1 The order of preference in case of any discrepancy as indicated in condition No. 8.1 under “Conditions of Contract” give in standard CPWD contract form may be read as the following:
 - i) Nomenclature of items as per schedule of quantities.
 - ii) Particular specification and special condition, if any.
 - iii) CPWD specifications.
 - iv) Architectural Drawings
 - v) Indian standard specifications of B.I.S.
 - vi) Sound Engineering Practice

A reference made to any Indian Standard specification in these documents, shall imply to the latest version of that standard. Including such revision/amendments as issued by the bureau of Indian standard upto last date of receipt of tenders. The contractor shall keep at his own cost all such publications of relevant Indian standard applicable to the work at site.
- 2 Except for the items, for which particular specifications are given or where it is specifically mentioned otherwise in the description of items in the schedule of quantities the work shall generally be carried out in accordance with the “CPWD specifications 2009 Vol. 1 and Vol. 2 (with upto date corrections slips). (Hereinafter to be referred to as CPWD specifications) and instructions of Engineer-in-Charge. Wherever CPWD specifications are silent the latest IS codes/specification shall be followed.
- 3 Unless otherwise provided in the Schedule of Quantities/Specifications, the rates tendered by the contractor shall be all inclusive and shall apply to all heights, lifts, leads and depths of the work and nothing extra shall be payable to him on account of the same. Extra payment for centering/shuttering, if required to be done for heights greater than 3.5 m shall however be admissible at the rates arrived at in accordance with clause 12 of the agreement, if not already specified.
- 4 The proposed building is a prestigious project and quality of work is paramount importance. Contractor shall have to engage well experienced skilled labour and deploy modern T&P and other equipment to execute the work. Many items like stone masonry & stone cladding works, stone flooring, structural glazing, PVDF coating aluminium composite panel and other specialised flooring work, Wood work will specially require engagement of skilled workers having experience particularly in execution of such items.
- 5
 - a) The contractor (s) shall inspect the site of work before tendering and acquaint himself with the site conditions and no claim on this account shall be entertained by the department.
 - b) The contractor (s) shall get himself acquainted with nature and extent of the work and satisfy himself about the availability of materials from kiln or approved quarries for collection and conveyance of materials required for construction.
- 6 The 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 of site. However, no claim on the alleged inadequacy or incorrectness of the soil data shall be entertained.
- 7 The tenderer shall see the approaches to the site. In case any approach from main road is required by the contractor, the same shall be made good, improved and maintained by the contractor at his own cost. No payment shall be made on this account.
- 8 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 and charges which may be leviable 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 light and other illumination on for cautioning the public at night.

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- 9 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 dangers and incidents caused to existing / new work due to negligence on his part. No hindrances shall be caused to traffic during the execution of the work.
- 10 Contractor shall provide permanent bench marks 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
- 11 The contractor shall make his own arrangement for obtaining electric connection(s) if required and make necessary payments directly to the department concerned.
- 12 Other agencies doing works related with this project may also simultaneously execute their works and the contractor shall afford necessary facilities for the same. The contractor shall leave such necessary holes, openings etc. for laying/burying in the work, pipes cables, conduits, clamps, boxes and hooks for fan clamps etc. as may be required for the other agencies. Nothing extra over the Agreement rates shall be paid for doing these.
- 13 Some restrictions may be imposed by the security staff etc. on the working and for movement of labour, materials etc. The contractor shall be bound to follow all such restrictions/instructions and nothing extra shall be payable on account of the same.
- 14 The contractor shall fully comply with all legal orders and directions of the Public or local authorities or municipality and adhere by their rules and regulations and pay all fees and charges for which he may be liable in this regard. Nothing extra shall be paid/reimbursed for the same.
- 15 The building work shall be carried out in the manner complying in all respects with the requirements of the relevant bylaws and regulations 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.
- 16 The contractor shall give a performance test of the entire installation(s) as per standing specifications before the work is finally accepted by making his own arrangements for water supply, electricity etc. and nothing extra whatsoever shall be payable for the same.
- 17 It shall be ensured by the contractor that no electric live wire is left exposed or unattended to avoid any accidents in this regard.
- 18 The structural and architectural drawings shall at all times be properly co-related before executing any work. However, in case of any discrepancy in the item given in the schedule of quantities appended with the tender and Architectural drawings relating to the relevant item, the former shall prevail unless otherwise given in writing by the Engineer-in-charge.
- 19 The contractor shall maintain in perfect condition, all portions executed till completion of the entire work allotted to him. Where however phased delivery of work is contemplated these provisions shall apply separately to each phase.
- 20 The entire royalty at the prevalent rates shall have to be paid by the contractor on all the boulders, metals, shingle sand etc. collected by him for execution of the work, directly to the Revenue authority or authorized agents of the State Government concerned or the Central Government, as the case may be.
- 21 PROGRAMME CHART**
- i) The contractor shall prepare an integrated programme chart for the execution of work, showing clearly all activities from the start of work to completion, with details of manpower, equipment and machinery required for the fulfillment of the programme within the stipulated period or earlier as indicated in the mile stones under clause 5 of the contract and submit the same for approval to the Engineer-in-Charge within ten days of the award of the contract.

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- ii) The programmes chart should include the following:-
- Descriptive note explaining sequence of various activities.
 - Net work (PERT/CPM/BAR CHART)
 - Programme for procurement of materials by the contractor
 - Programme of procurement of machinery/equipment's having adequate capacity commensurate with the quantum of work to be done within the stipulated period by the contractor.
 - Programme for engagement of labourers (skilled /unskilled) in number.
- 22 If it appears to the Engineer-in-Charge that the actual progress of work does not conform to the approved programme referred above the contractor shall produce a revised programme showing the modifications to the approved programme to ensure completion of the work within the stipulated time for completion.
- 23 The submission for approval by the Engineer-in-Charge of such programme or the furnishing of such particulars shall not relieve the contractor of any of his duties or responsibilities under the contract. This is without prejudice to the right of Engineer-in-Charge to take action against the contractor as per terms and conditions of the agreement.
- 24 If the work is carried out in more than one shift or during night no claim on this accounts shall be entertained.
- 25 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.
- 26 The contractor shall be responsible for the watch and ward/guard of the buildings, safety of all fittings and fixtures including sanitary and water supply fittings and fixtures provided by him against pilferage and breakage during the period of installations and thereafter till the building is physically handed over to the department. No extra payment shall be made on this account.
- 27 The contractor shall bear all incidental charges for cartage, storage and safe custody of materials issued by department.
- 28 Any cement slurry added over base surface for continuation of concreting for better bond is deemed to have been built in the items and nothing extra shall be payable for extra cement considered in consumption on this account.
- 29 The contractor shall take instructions from the Engineer-in-charge for stacking of materials. No excavated earth or building materials etc. shall be stacked/collected in areas where other buildings, roads, services, compound walls etc. are to be constructed.
- 30 Any trenching and digging for laying sewer lines/water lines/cables etc. shall be commenced by the contractor only when all men, machinery's and materials have been arranged and closing of the trench(s) thereafter shall be ensured within the least possible time.
- The contractor shall submit for the approval of Engineer-in-Charge names of specialized agencies of repute along with their technical capacity proposed to be engaged by him, who must have executed satisfactorily works of value as specified in mandatory conditions.
 - The works shall be carried out in accordance with the Architectural drawings and structural drawings, to be issued from time to time by the Engineer-in-Charge. Before commencement of any item of work, the contractor shall correlate all the relevant architectural and structural drawings issued for the work and satisfy himself that the information available there of is complete and unambiguous. The discrepancy, if any shall be brought to the notice of the Engineer-in-Charge before execution of the work. The contractor alone shall be responsible for any loss or damage executing by the commencement of work on the basis of any erroneous and or incomplete information.

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- iii) The contractor shall take all precautions to avoid accidents by, exhibiting caution boards day and night, speed limit boards, red flags, red light and providing necessary barriers and other measures required from time to time. The contractor shall be responsible for all damages and accidents due to negligence on his part.
- iv) Other agencies will also simultaneously execute and install the works of electrification, air conditioning, lifts, fire-fighting etc. for this work and the contractor shall provide necessary facilities for the same. The contractor shall leave such recesses, holes openings etc. as may be required for the electric, air-conditioning and other related works (for which inserts, sleeves, brackets, conduits base pinion, clamps etc. shall be supplied free of cost by the department unless otherwise specifically mentioned) and the contractor shall fix the same at time of casting of concrete, stone work & brick work, if required and nothing extra shall be payable on this account.
- v) The contractor shall conduct work so as not to interfere with or hinder the progress or completion of the work being performed by other contractor(s) or by the Engineer-in-Charge and shall as far as possible arrange his work and shall place and dispose off the materials being used or removed so as not to interfere with the operations of other contractor or he shall arrange his work with that of the others in an acceptable and coordinated manner and shall perform it in proper sequence to the complete satisfaction of others.
- vi) All Architectural drawings given in the tender other than those indicated in nomenclature of items are only indicative of the nature of the work and materials/fixings involved unless and otherwise specifically mentioned. However, the work shall be executed in accordance with the drawings duly approved by the Engineer-in-Charge.
- 32 Samples of all materials and fittings to be used in the work in respect of brand manufacturer and quality shall be got approved from the Engineer-in-Charge, well in advance of actual execution and shall be preserved till the completion of the work. Articles bearing BIS certifications mark shall only be used unless no manufacturer has got BIS mark for the particular material. Any material/fitting whose sample has not been approved in advance and any other unapproved material brought by the contractor shall be immediately removed as soon as directed.
- Unless otherwise specified in the schedule of quantities the rates for all items shall be considered as inclusive of pumping/baling out water, if necessary, for which no extra payment shall be made. Those conditions shall be considered to include water from any source such as inflow of flood, surface and sub-soil water etc. and shall apply to the execution in any season.
- 33 On completion of work, the contractor shall submit at his own cost four prints of “as built” drawings to the Engineer-in-Charge within 30 days of completion of work. These drawings shall have the following information:
- a) Route of all piping and their diameters including soil waste pipes & vertical stacks.
- b) Ground and invert levels of all drainage pipes together with locations of all manholes and connections upto outfall.
- c) Route of all water supply lines with diameters, location of control valves, access panels etc.
- 34 No extra payment will be made for operation/activity mentioned at Sl. No. 1 to 33 above unless specifically mentioned otherwise.
- 35 **Condition regarding secured advance :-**
Secured advance shall be admissible only on those bonafide materials which are likely to be used in the work in a period not exceeding six months from the date of secured advance payment. If agency fails to use the material (in respect of which secured advance have been paid) in the work in this specified period of six month, the said component of secured advance shall be recovered from next running account bill paid to the agency. Secured advance on the same material shall not be paid again.

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PARTICULAR SPECIFICATION

1. EARTH WORK

Any trenching and digging for laying sewer lines/water lines/cables etc. shall be commenced by the contractor only when all men, machinery's and materials have been arranged and closing of the trench(s) thereafter shall be ensured within the least possible time.

2. RCC WORK

The work shall be done as per CPWD specifications.

If the quantity of cement actually used in the work is found to be more than the theoretical quantity of cement including authorised variation, nothing extra shall be payable to the contractor on this account. In the event of it being discovered that after the completion of the work, the quantity of cement used is less than the quantity ascertained as herein before provided (allowing variation on the minus side as stipulated in clause 38) the cost of quantity of cement so less used shall be recovered from the contractor at the rate as specified in schedule 'F'. Decision of the Engineer-in-Charge in regard to the quantity of cement which should have been actually used as per the schedule and recovery at the rate specified shall be final and binding on the contractor.

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

Cement brought to site and cement remaining unused after completion of work shall not be removed from site without written permission of the Engineer-in-Charge.

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

Cement register for the cement shall be maintained at site.

Cement bags shall be stored in separate godowns to be constructed by the contractor at his own cost as per sketch (which is only indicative and actual size will depend on the site requirements) given in CPWD specifications with weather proof roofs and walls. Each godown shall be provided with a single shutter door with two locks. The key of one lock shall remain with Engineer-in-charge or his authorized representative and that of the other lock with the authorized agent of the contractor at the site of work so that the cement is issued from the godown according to the daily requirements with the knowledge of both parties and proper account for the same is maintained in the standard proforma.

PROFORMA FOR THE CEMENT REGISTER

PARTICULARS OF RECEIPT

Date of receipt	Quantity received	Progressive total	Date of issue	Quantity issued	Items of work for which issued
1	2	3	4	5	6

PARTICULARS OF ISSUE

Qty. returned at the end of the day	Total issued	Daily balance in hand	Contractor's initial	JE's initial	Remarks (AE/EE's periodical check)
7	8	9	10	11	12

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AE-II (Civil)

DESIGN MIX CONCRETE:

The contractor shall be required to submit two separate design mix of concrete with and without using plasticizers, separately. The decision of the engineer-in-charge to specify the design mix of concrete based on above shall be final.

Coarse aggregate: As per CPWD Specifications

Fine Aggregate: As per CPWD Specifications.

Water: It shall conform to requirements laid down in IS:456 : 2000 and CPWD specifications.

Cement: Cement arranged by the contractor will be PPC (in bags) conforming to IS: 1489- Part-I. If for any reasons, cement other than that specified in this para for example OPC of grade 43 or higher grade is brought to site by contractor, the issue, payments rate as well as the quantity to be used in the design mix concrete will remain unchanged.

Slump: Design slump should be clearly specified in the mix design.

Admixtures shall not be used without approval of Engineer-in-charge. Wherever required, admixtures of approved quality shall be mixed with concrete as specified. The admixtures shall conform to IS: 9103. The contractor shall not be paid anything extra for admixture required for achieving desired workability without any change in specified water cement ratio for RCC/CC work.

The concrete mix design/laboratory tests with and without admixture shall be got done by contractor at his own cost and will be carried out by the contractor through one of the following laboratory/Test houses:

- (i) IIT- BHU, Roorkee
- (ii) IET- Lucknow
- (iii) HBTI- Kanpur
- (iv) MNNIT- Allahabad
- (v) KNIT- Sultanpur
- (vi) Approved Lab/Govt. Engineering Institutions as directed by the Engineer-in-charge.
- (vii) MMM Engineering College, Gorakhpur (UP)

The various ingredients for mix design / laboratory tests shall be sent to the test houses through the Engineer-in-Charge and the samples of such aggregate & cement shall be preserved at site by the department

The contractor shall submit the mix design report from any of above approved laboratory for approval of Engineer-in-Charge with in 30 days from the date of issue of letter of acceptance of the tender. No concreting shall be done until the mix design is approved by the Engineer-in-charge. In case of white ulfil d cement and the likely use of admixtures in concrete with PPC/white ulfil d cement the contractor shall design and test the concrete mix by using trial mixes with white cement and/or admixtures also for which nothing extra shall be payable.

In case of change of source or characteristic properties of the ingredients used in the concrete mix during the work, a revised laboratory mix design report conducted at laboratory established at site shall be submitted by the contractor as per the direction of the Engineer-in-Charge.

APPROVAL OF DESIGN MIX

The mix design for a specified grade of concrete shall be done for a target mean compressive strength $T_{ck} = F_{ck} + 1.65 s$.

Where F_{ck} = Characteristic compressive strength of 28 days

s = Standard deviation which depends on degree of quality control

The degree of quality control for this work is “good” for which the standard deviation (s) obtained for different grades of concrete shall be as below:

Grade of Concrete	For “Good” quality of control
M 25	4.00
M 30	5.00

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M 35	5.00
M 40	5.00

Of the six specimen of each set three shall be tested at seven days and remaining three at 28 days. The preliminary tests at seven days are intended only to indicate the strength to be attained at 28 days

All cost of mix designing and testing connected therewith including charges payable to the laboratory shall be borne by the contractor.

The batching plant shall conform to IS:4925. It shall have the facilities of presetting the quantity to be weighed with automatic cutoff when the same is achieved. Concreting at places may have to be resorted to through concrete pump for which nothing extra shall be paid.

All other operations in concreting work like Mixing, Slump, Laying Placing of concrete, compaction curing etc. not mentioned in this particular specification for Design Mix of concrete shall be as per CPWD specification.

WORK STRENGTH TEST TEST

SPECIMEN

Work strength test shall be conducted in accordance with IS: 456 on random sampling. Each test shall be conducted on six specimens, three of which shall be tested at 7 days and remaining three at 28 days.

TEST RESULTS OF SAMPLE

The test result of the sample shall be the average of the strength of three specimen. The individual variation shall not be more than 15 percent of the average. If more, the test results of the sample are invalid. 90% of the total test shall be done at the laboratory established at site by contractor and remaining 10% in the laboratory of CPWD or in any other laboratory as directed by the Engineer-in-Charge.

Lot size

The minimum frequency of sampling of concrete of each grade shall be according to the following:-

Quantity of concrete in the work cubic metre per day	Number of samples.
1-5	1
6-15	2
16-30	3
31-50	4
51 & above	4 + one additional sample for additional 50 cubic metre or part thereof.

Note: At least one sample shall be taken from each shift.

STANDARDS OF ACCEPTANCE- As per CPWD specifications/IS 456 Code

In case of rejection of concrete on account of unacceptable compressive strength governed by para "Standard of Acceptance" as above the work for which samples have failed shall be redone at the cost of contractors. However the Engineer-in-Charge may order for additional test (like cutting cores, ultrasonic pulse velocity test, load tests on structure or part of structure etc.) to be carried out at the cost of contractor to ascertain if the portion of structure wherein concrete represented by the sample has been used, can be retained on the basis of results of individual or combination of these tests. The contractor shall take remedial measures necessary to retain the structure as approved by the Engineer-in-Charge without any extra cost. However for payment the basis of rate payable to contractor shall be governed by the 28 days cube test results.

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Only MS centering/shuttering and scaffolding material unless & otherwise specified shall be used for all RCC. Work to give an even finish of concrete surface. However marine ply shuttering in exceptional cases as per site requirement may be used on specific request from contractor on approval by the Engineer-in-Charge.

Necessary arrangements shall be made for field tests and all required equipment's shall be arranged by establishing field lab by the Agency for mandatory tests of the materials as specified in CPWD specifications or as per direction of Engineer-in-Charge. No extra payment shall be paid on this account.

3. READY MIX CONCRETE (RMC)/BATCH MIX CONCRETE FROM RMC PRODUCER

The contractor shall arrange Ready Mix Concrete (RMC) from the approved RMC producing plants as given in the list of preferred make.

The contractor shall, within a period of 15 days of award of the work, submit text of MOU proposed to be entered between purchaser (the contractor) and supplier (RMC producer) to the Engineer-in-Charge for his approval. The contractor shall draw the MOU with approved RMC producer and submit to the Engineer-in-Charge within a week of such approval. The contractor will not be allowed to use ready mix concrete without completion of above stated formalities.

Notwithstanding the approval granted by the Engineer-in-Charge in aforesaid manner or provisions in CPWD specifications 2019, the contractor shall be fully responsible for quality of concrete including input control, transportation and placement etc.

The Engineer-in-Charge will reserve right to inspect at any stage and reject the concrete if he is not satisfied about quality of product at the user's end.

The Engineer-in-Charge reserves the right to exercise control over the:-

- (i) Ingredients, water and admixtures purchased, stored and to be used in the concrete including conducting of tests for checking quality of materials, recording of test result and declaring the materials fit or unfit for use in production of mix.
- (ii) Calibration check of the RMC plant.
- (iii) Weight and quantity check on the ingredients, water and admixture added for batch mixing.
- (iv) Time of mixing of concrete.
- (v) Testing of fresh concrete, recording of results and declaring the mix fit or unfit for use. This will include continuous control on the workability during production and taking corrective action, if required.
- (vi) For exercising such control, the Engineer-in-Charge shall periodically depute his authorized representative at the RMC plant. It shall be responsibility of the contractor to ensure that all necessary equipment, manpower & facilities are made available to the Engineer-in-Charge and/or his authorized representative at RMC plant.
- (vii) The contractor shall arrange for sending an SMS on the mobile No. of authorised representative of Engineer-in-Charge as soon as the RMC is despatched from the plant, giving details such as time of despatched, grade of concrete, tipper registration number etc.

The contractor should therefore draw MOU/agreement with RMC producer very carefully keeping in view all terms and conditions/specifications forming part of this document.

All required relevant records of RMC shall be made available to the Engineer-in-Charge or his authorized representative. The Engineer-in-Charge shall as required, specify guidelines & additional procedures for quality control & other parameters in respect of materials, production & transportation of concrete mix which shall be binding on the contractor & the RMC plant. Only concrete as approved in design mix by the Engineer-in-Charge shall be produced in RMC plant and transported to the site.

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QUALITY CONTROL OF READY MIXED CONCRETE

It shall be the responsibility of the contractor to ensure that RMC producer provides all necessary testing equipments and takes all necessary measures to ensure quality control of ready mixed concrete. In general the required measures shall be:-

(i) Control of purchased material quality

RMC producer shall ensure that all the materials purchased and used in the production of concrete confirm to the stipulation of the relevant standards and the requirements of the concrete mix design and quality control procedures. This shall be accomplished by visual checks, sampling and testing, certification from material supplier and information/date from materials supplier. Necessary equipment for the testing of all materials shall be provided and maintained in calibrated condition at the plant by the RMC producer.

(ii) Control of material storage

Adequate and effective storage arrangement shall be provided by RMC producer at RMC plant for reliable transfer and feed systems, drainage of aggregate, prevention of freezing or excessive solar heating of aggregate, prevention from contamination etc.

(iii) Record of mix design and mix design modification

RMC producer shall ensure that record of mix design and mix design modification is readily available in his computer at RMC plant for inspection of Engineer-in-Charge or his authorized representative at any time. Any modification in mix design shall be done only after the approval of the Engineer-in-Charge.

(iv) Transfer and weighing equipment

RMC producer shall ensure that a documented calibration procedure is in place. Proper calibration records shall be made available indicating date of next calibration due & corrective action taken. RMC producer shall ensure additional calibration checks whenever required by the Engineer-in-Charge in writing to contractor. RMC producer shall also maintain a daily production record including details of customers to whom RMC was supplied including details of mixes supplied. Record shall also be maintained of materials used for each day's production including water and admixtures.

The accuracy of measuring equipment shall be within + 2% of quantity of cement & + 3% of quantity of aggregate, admixture and water being measured.

(v) Maintenance of Plant, Truck Mixers and Pumps

Plant, Truck Mixers and Pumps should be well maintained so as to not hamper any operation of production, transportation and placement of concrete.

(vi) Production of concrete at RMC producing plant

- (a) Weighing (correct reading of batch date and accurate weighing):-For each load, printed or graphical records shall be made of the weights of the materials batched, the estimated slumps, the total amount of water added to the load, the delivery ticket numbers for that load and the time of loading the concrete into the truck.
- (b) Adequate testing equipments at the plant including equipment for measuring surface moisture content of aggregates shall be provided by the RMC producer.
- (c) Making corresponding adjustments at the plant automatically to batched quantities to allow for observed measured or reported changes in materials or concrete qualities.
- (d) Sampling of concrete, testing, monitoring of results.
- (e) Diagnosis and correction of faults identified from observation/complaints.
- (f) Control of designed and the prescribed mixes: a quality control system shall be operated to control the strength of designed mixes to the required levels. The system shall include continuous analysis of results from cube tests.

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- (vii) Ready mix concrete shall be arranged in quantity as required at site of work. The ready mix concrete shall be supplied as per the pre-agreed schedule approved by Engineer-in-Charge. Noting extra shall be payable on this account.
- (viii) The Engineer-in-Charge reserves the right to approve RMC producing plants not mentioned in the list of approved RMC plants if they fulfil all the necessary conditions.
- (ix) In case of rejection of concrete for which cubes have failed to achieve the requirement of acceptance criteria as per the CPWD specification, the work done using that RMC shall be rejected and the work shall be redone at the cost of the contractor, however, the Engineer-in-Charge may order for additional tests (like ultrasonic pulse velocity and rebound hammer test etc.) to be carried out at the cost of contractor to ascertain, if the portion of structure wherein concrete represented by the sample has been used, can be retained on the basis of results of individual or combination of these tests. The contractor shall take remedial measures necessary to retain the structure as approved by the Engineer-in-Charge without any extra cost. However, for payment, the basis of rate payable to contractor shall be governed by the 28 days cube test result and reduced rates shall be regulated in accordance with para 5.4.10.5 D (D-3) of CPWD specifications 2019.

Laying of RMC concrete-All ready mixed designed concrete shall be laid with the help of concrete pump of adequate capacity.

Transportation, placing and Compaction of Concrete

Mixed concrete from the RMC shall be transported to the point of placement by transit mixers and placed in position through concrete pumps and/or steel closed bottom buckets capable of carrying minimum 0.6 cum concrete is proposed to be transported by transit mixer, the mixing speed shall not be less than 4 rev/min. of the drum nor greater than a speed resulting in a peripheral velocity of the drum 70 m/minutes at its largest diameter. The agitating speed for the agitator shall neither be less than 2 rev/min nor more than 6 rev/min of the drum. The numbers of revolution for a uniform mix, after all ingredients, have been charged into the drum unless tempering water is added, all rotation after 100 revolutions shall be at agitating speed of 2 to 6 rev/min and the number of such rotations shall not exceed 250. The general construction of transit mixer and other requirement shall conform to IS: 5892.

4 PRE-CAST RCC WORK

Pre-cast reinforced concrete units shall be of grade or mix as specified. Provision shall be made in the mould to accommodate fixing devices such as hooks, flats etc. and forming of notches and holes. Each unit shall be cast in one operation. A sample of the unit shall be got approved from Engineer-in-Charge before taking up the work.

Pre-cast units shall be clearly marked to indicate the top of member and its locations.

Pre-cast units shall be stored, transported and placed in position in such a manner that these are not damaged.

5 SANITARY INSTALLATIONS, WATER SUPPLY AND DRAINAGE

The work of water supply and sanitary installations shall be got executed by the agency as approved by Engineer-in-Charge.

- (i) The entire plumbing drawing and sanitary installation drawing/ details shall be submitted by the contractor and got approved by the Engineer-in-Charge before the execution.
- (ii) The entire responsibility for the quality of work will however rest with the building contractor only.

The work of water supply, internal sanitary installations and drainage etc. shall be carried out as per the bylaws of the Municipal Corporation or any other local body and the contractor shall produce necessary completion certificates from such authority after completion of work.

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All water tanks, taps, sanitary, water supply and drainage pipes fittings and accessories etc. shall conform to the bylaws and specifications of the Municipal Body/Corporation where CPWD specifications are not available.

The contractor shall engage licensed plumbers for the work and the materials (fixtures/fittings) tested by the local Municipal Body/Corporation wherever required at his own cost. Nothing extra shall be paid/reimbursed for the same.

The contractor shall give a performance test of the entire installation(s) as per standing specifications before the work is finally accepted by making his own arrangements for water supply, electricity etc. and nothing extra whatsoever shall be payable for the same.

The work in general shall be carried out as per CPWD specifications. Rate includes all materials, labour and all the operations mentioned in the respective items unless and otherwise specifically mentioned.

The contractor shall give a satisfactory performance test of the entire installation (s) before the work is finally accepted and nothing extra shall be payable to the contractor on this account.

The contractor shall be responsible for all the protection of sanitary, water supply fittings and fixtures against pilferage and breakage during the period of installation until the completion / handing over of the work.

The contractor shall submit completion plans for water supply internal sanitary installations and building drainage work within thirty days of the date of completion. These plans are to be submitted on drawings prepared preferably through computers (1 original copy + 3 photocopies) on suitable scales to show the general arrangement and desired details.

6. WATER PROOFING TREATMENT

The contractor shall associate himself with the specialized firm, to be approved by the Engineer-in-charge in writing, for water proofing treatment for basement/lower ground floor, underground tank and on roofs. A Noterized Guarantee Bond on stamp paper of Rs. 100/- should be submitted in the prescribed proforma attached with tender document shall be given by the specialized firm, for a period of 10 years from the date after the maintenance period prescribed in the contract, which shall be counter signed by the contractor as token of overall responsibility. In addition 10% (ten percent) of the cost of water proofing items shall be retained as guarantee to watch the performance of the work done. However half of this retained amount will be released after five years, if the performance of the work done is found satisfactory. If however any defect is noticed during the guarantee period, it shall be rectified by the contractor within seven days of intimation. In case it is not attended to, the same will be got done by another agency at the risk and cost of the contractor. This guarantee deposit can however be released in full if a bank guarantee of equivalent amount for 10 years is produced and deposited with the department by the contractor.

7. Water Supply & Sanitary Installation:

A Notarized Guarantee Bond on stamp paper of Rs. 100/- should be submitted by the contractor in the prescribed proforma attached with tender document for performance of water supply & sanitary installation work. In addition 5% (Ftve percent) of the cost of water supply & sanitary installation items shall be retained as guarantee to watch the performance of the work done. Which shall be released after 02 (Two) year to be reckoned from the date after the expiry of maintenance period prescribed in the contract, if the performance of the work done is found satisfactory.

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SPECIAL CONDITIONS

1. The contractor shall not store/dump construction material or debris on metalled road.
2. The contractor shall get prior approval from Engineer-in-Charge for the area where the construction material or debris can be stored beyond the metalled road. This area shall not cause any obstruction to the free flow of traffic/inconvenience to the pedestrians. It should be ensured by the contractor that no accidents occur on account of such permissible storage.
3. The contractor shall take appropriate protection measures like raising wind breakers of appropriate height on all sides of the plot/area using CGI sheets or plastic and/or other similar material to ensure that no construction material dust fly outside the plot area.
4. The contractor shall ensure that all the trucks or vehicles of any kind which are used for construction purposes/or are carrying construction material like cement, sand and other allied material are fully covered. The contractor shall take every necessary precautions that the vehicle are properly cleaned and dust free to ensure that enroute their destination, the dust, sand or any other particles are not released in air/contaminate air.
5. The contractor shall provide mask to every worker working on the construction site and involved in loading, unloading and carriage of construction material and construction debris to prevent inhalation of dust particles.
6. The contractor shall provide all medical help, investigation and treatment to the workers involved in the construction of building and carry of construction material and debris relatable to dust emission.
7. The contractor shall ensure that C&D waste is transported to the C&D waste site only and due record shall be maintained by the contractor.
8. The contractor shall compulsory use of jet in grinding and stone cutting.
9. The contractor shall comply all the preventive and protective environmental steps as stated in the MoEF guidelines, 2010.
10. The contractor shall carry out on-Road-Inspection for black smoke generating machinery. The contractor shall used cleaner fuel.
11. The contractor shall ensure that the DG sets comply emission norms notified by MoEF.
12. The contractor shall use vehicles having pollution under control certificate. The emissions can be reduced by a large extent by reducing the speed of a vehicle to 20 kmph. Speed bumps shall be used to ensure speed reduction. In cases where speed reduction cannot effectively reduce fugitive dust, the contractor shall divert traffic to nearby paved areas.
13. The contractor shall ensure that the construction material is covered by tarpaulin. The contractor shall take all other precaution to ensure that no dust particles are permitted to pollute air quality as a result of such storage.
14. No extra payment shall be done for leveling course, if required any, to match finished level of floorings of different materials and thickness as per direction of Engineer-in-Charge.
15. During the execution of work, the finished items i/c tile works, granite work, marble work, kota stone and all other items shall be protected from damages/scratches/broken/dicolour etc. by using suitable materials as per direction of Engineer-in-Charge till the completion/handing over of building to user department.
16. ~~The contractor shall engage an architect from approved panel of CPWD to prepare design and detailed drawings of floor plans, flooring, false ceiling, partition walls, toilet details, 3D perspective views, shades etc. as per direction of Engineer in Charge and as per BOQ items. The architect should visit construction site, HPR, Kanpur or office of Engineer in Charge, Kanpur as per requirement and direction of Engineer in Charge.~~
17. ~~Contractor shall provide the following during entire period of the work~~

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- (i) ~~CCTV camera IP based on site Project Monitoring System with minimum 02 Dome/Bullet cameras.~~
- (ii) ~~One four wheeler inspection vehicle (Petrol/Diesel) for Engineer in charge or his authorized representative of minimum 1200 cc capacity i/c fuel, driver, operation, and maintenance for average 2000 km running per month. Vehicle should be in good condition and not more than 3 years old.~~
- (iii) Providing and fixing of Barricading Wall of minimum 3.00 m high (approx) for the protection of existing campus from dust etc. and restricting the work site from the main campus with Corrugated GS sheet fixed on MS frame as per direction of Engineer in charge and keeping the entire barricading in place till completion of work.
18. ~~Contractor shall have to establish huts for labours storage of materials and batching plant outside NSTI, Kanpur. The contractor shall have to arrange space for the same as is acceptable to the local body and nothing extra shall be paid on this account.~~
19. ~~The contractor has to be submit a affidavit/certificate from the owner of the hot mix plant for procurement of bitumen from the supplier/distributor of the company IOC/HPCL/BPCL or any other primary supplier/distributor for this work.~~
20. ~~If agency does not conduct/submit the mix design report obtained from the government institute for this work and instead wishes to use mix design provided by this office. A nominal recovery of Rs. 40,000/- will be made from the running account bill of the agency.~~
21. No extra payment will be made for operation/activity mentioned at Sl. No. 1 to 20 above.

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केन्द्रीय लोक निर्माण विभाग

कार्यालय ज्ञापन

No. DG/CON/Maintenance 2023/01

ISSUED BY THE AUTHORITY OF DIRECTOR GENERAL, CPWD

Nirman Bhawan, New Delhi

Dated: 10.11.2023

Sub: Modification in GCC Maintenance Works 2023 Receipt and refund of EMDs online through e-gateway of SBI for e-tendering as pilot cases – reg.

The provision on earnest money deposit (EMD) through e-tendering is modified as under and shall only be applicable for C, E, I, N and Central Secretariat Divisions under ADG (Delhi) as pilot cases with immediate effect:-

Existing Provision	Modified Provision
CPWD-EPC CPWD-7/8	CPWD-EPC CPWD-7/8
GOVERNMENT OF INDIA CENTRAL PUBLIC WORKS DEPARTMENT Percentage Rate Tender/Item Rate Tender & Contract for Works	GOVERNMENT OF INDIA CENTRAL PUBLIC WORKS DEPARTMENT Percentage Rate Tender/Item Rate Tender & Contract for Works
TENDER I/We have deposited EMD for the prescribed amount in the office of concerned Executive Engineer as per the bid document.	TENDER I/We have deposited EMD through online payment mode for the prescribed amount as per the bid document.
A copy of earnest money deposit receipt of prescribed amount deposited in the form of Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee (as prescribed) issued by a Commercial Bank, is scanned and uploaded (strike out as the case may be). If I/We, fail to	In respect of portion of EMD prescribed in the shape of BG, the scanned copy of original Bank Guarantee including e-Bank Guarantee (as applicable) of any commercial bank having validity for a period of 90 days for single bid and 180 days for two bid systems or more from the last date of receipt of bids (strike out as the case may be), is to be uploaded. If I/We, fail to.....

This is issued with the approval of DG CPWD.


10.11.2023
(वी. पी. साहू)

अधीक्षक अभियंता (सी.एंड एम.)

Issued from file No. CSQ/CM/17(1)/2023/Maintenance e-file 9134857

के.लो.नि.वि. तथा लो.नि.वि. दिल्ली के सभी अधिकारियों को आवश्यक सूचना एवं कार्यवाही हेतु (के.लो.नि.वि.वेबसाईट के माध्यम से)।


10/11/2023
R.K. JAIN
(EE (Contact))

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केन्द्रीय लोक निर्माण विभाग

कार्यालय ज्ञापन

No. DG/CON/Maintenance 2023/02

ISSUED BY THE AUTHORITY OF DIRECTOR GENERAL, CPWD

Nirman Bhawan, New Delhi

Dated: 08.12.2023

Subject: Modifications in Conditions of Contract, Clause 5 and schedule F in clause 5 of GCC 2023 Maintenance Works

The following amendments are made in the GCC 2023 for Maintenance works.

Existing Provision	Modified Provision
CONDITIONS OF CONTRACT Definitions 2. In the contract, the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them:- (i) to (xvii) (xviii) No provision	CONDITIONS OF CONTRACT Definitions 2. No change:- (i) to (xvii) No Change (xviii) Concurrent delay: Concurrent delays are those delays occurring in the work concurrently in any combination or combination of all delay fall under different sub clauses 5.2, 5.3 and 5.5.
Clause 5 Time and Extension for Delay The time allowed for execution of the Works as specified in the Schedule 'F' or the extended time in accordance with these conditions shall be the essence of the Contract. The execution of the work shall commence from such time period as mentioned in schedule 'F' or from the date of handing over of the site, notified by the Engineer-in-Charge, whichever is later. If the Contractor commits default in commencing the execution of the work as aforesaid, the performance guarantee shall be forfeited by the Engineer in Charge and shall be absolutely at the disposal of the Government without prejudice to any other right or remedy available in law.	Clause 5 Time and Extension for Delay The time allowed for execution of the Works as specified in the Schedule 'F' or the extended time in accordance with these conditions shall be the essence of the Contract. The execution of the work shall commence from such time period as mentioned in schedule 'F' or from the date of handing over of the site, notified by the Engineer-in-Charge, whichever is later. If the Contractor commits default in commencing the execution of the work as aforesaid and such default continues even after time period specified in the notice in writing by the Engineer-in-Charge then the performance guarantee shall be forfeited by the Engineer-in-Charge and shall be absolutely at the disposal of the Government without prejudice to

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	any other right or remedy available in law. The contract shall stand determined when such decision of forfeiture of the performance guarantee is issued to the contractor.
5.1 As soon as possible but within 7 (seven) working days of award of work and in consideration of a. Schedule of handing over of site as specified in the Schedule 'F' b. Schedule of issue of designs as specified in the Schedule 'F', i. the Contractor shall submit a Time and Progress Chart for each mile stone. The Engineer-in-Charge may within 7 (seven) working 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 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. ii. 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.	5.1 The contractor as soon as possible but within 7 (seven) days of issue of letter of award of work shall submit a time and progress chart to the Engineer-in-Charge. Such chart shall be made in due consideration of a. Schedule of handing over of site as specified in the Schedule 'F' b. Schedule of issue of design(s) and drawing(s) as specified in the Schedule 'F', i. The Contractor shall submit a Time and Progress Chart for each milestone. The Engineer-in-Charge may within 7 (seven) days of receipt of such chart, make modifications thereafter, if any, and communicate the approved chart to the contractor, failing which the chart submitted by the contractor shall be deemed to be approved by the Engineer-in-Charge. 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. ii. In case of non-submission of time and progress chart by the contractor, the chart prepared by the Engineer-in-Charge shall be deemed to be final.

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iii. The approval by the Engineer-in-Charge of such programme shall not relieve the contractor of any of the obligations under the contract. iv. 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 as per Schedule F to be decided by the NIT approving authority shall be made on per week or part basis in case of delay in submission of the monthly progress report v. No provision	iii. The approval by the Engineer-in-Charge of such programme shall not relieve the contractor of any of the obligations under the contract. iv. The contractor shall submit the Time and Progress Chart containing upto date progress of work using the mutually agreed software or in the format decided by Engineer-in-Charge. Such chart shall be submitted by the contractor on or before 5th day of each month failing which a recovery as mentioned in Schedule 'F' shall be made at the earliest from running account bill without any notice in this regard. v. While recording the hindrances in the progress of the work, due consideration should be given to the cause of hindrance. The hindrances shall be segregated in following categories : a) delays due to reasons beyond the control of both parties (sub-clause 5.2) b) delays attributable to the Department and concurrent delays (sub-clause 5.3). c) delays solely attributable to the contractor (sub-clause 5.5)
5.2 If the work(s) be delayed by:- i. force majeure, or ii. abnormally bad weather, or iii. serious loss or damage by fire, or iv. civil commotion, local commotion of workmen, strike or lockout, affecting any of the trades employed on the work, or v. delay on the part of other contractors or tradesmen engaged by Engineer-in-Charge in	5.2 Delays due to reasons beyond the control of both parties: If the work(s) delayed by:- i. force majeure, or ii. abnormally bad weather, or iii. serious loss or damage by fire, or iv. civil commotion, local commotion of workmen, strike or lockout, affecting any of the trades employed on the work, or v. delay on the part of other contractors or tradesmen engaged by Engineer-in- Charge in

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executing work not forming part of the Contract, or vi. any other cause like above which, in the reasoned opinion of the Engineer-in-Charge is beyond the Contractor's control	executing work not forming part of the Contract, or vi. any other cause like above which, in the reasoned opinion of the Engineer-in-Charge is beyond the Contractor's control.
Then upon the happening of any such event causing delay, the contractor shall immediately give notice thereof in writing to the Engineer-in-Charge but shall nevertheless use constantly his best endeavours to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer-in-Charge to proceed with the works.	Then upon the happening of any such event causing delay, the contractor shall within 03 (three) days give online notice thereof through ERP Portal to the Engineer-in-Charge but shall nevertheless use constantly his best endeavors to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer-in-Charge to proceed with the work(s). The contractor shall have no claim on account of any hindrance in case notice(s) are not given by the contractor through ERP portal. The Engineer-in-Charge, on receipt of such notice(s) after considering the factual ground situation, shall either acknowledge or reject the notice(s) In case of rejection, the reason(s) for rejection shall be communicated by Engineer-in-Charge to the agency. The decision of Engineer-in-Charge with regard to nature of event causing delay, its start date and end date, as has been finalized during acknowledgement of notice, shall be final and binding. The end date of such events shall be recorded by Engineer-in-Charge either during acknowledgment of notice or subsequent to acknowledgement if end date of hindrance is after the date of acknowledgement of notice. In absence of notice by the contractor, Engineer-in-Charge or his representative(s) may record the events causing delay within 05 (five)

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	days of occurrence of hindrance on ERP portal provided further that not recording of events causing delay by the Engineer-in-Charge does not ipso facto entitle the contractor for any hindrance.
The contractor shall have no claim of damages for extension of time granted or rescheduling of milestone/s for events listed in sub clause 5.2.	No change.
5.3 In case the work is hindered in the opinion of the contractor, by the Department or for any reason / event, for which the Department is responsible, the authority as indicated in Schedule 'F' shall, if justified, give a fair and reasonable extension of time and reschedule the mile stones for completion of work.	5.3 Delays attributable to the department In case the work is hindered, in the opinion of the contractor, by the Department or for any reason / event, for which the Department is responsible, then upon the happening of such event causing delay, the Contractor shall within 3 (three) days give online notice there of through ERP Portal to the Engineer-in-Charge but shall nevertheless use constantly his best endeavours to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer-in-Charge to proceed with the work. The contractor shall not be entitled for any hindrance in case notice(s) are not given by the contractor through ERP portal. The Engineer-in-Charge, on receipt of such notice(s) after considering the factual ground situation, shall either acknowledge or reject the notice(s). In case of rejection, the reason(s) for rejection shall be communicated by Engineer-in-Charge to the agency. The decision of Engineer-in-Charge with regard to nature of event causing delay, its start date and end date, as has been finalized during acknowledgement of notice, shall be final and binding.

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(EE (Contact))

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	The end date of such events shall be recorded by Engineer-in-Charge either during acknowledgment of notice or subsequent to acknowledgement if end date of hindrance is after the date of acknowledgement of notice. In absence of notice by the contractor, Engineer-in-Charge or his representative(s) may record the events causing delay within 05 (five) days of occurrence of hindrance on ERP portal provided further that not recording of events causing delay by the Engineer-in-Charge does not ipso facto entitle the contractor for any hindrance.
Such extension of time or rescheduling of milestone/s shall be without prejudice to any other right or remedy of the parties in contract or in law, provided further that for concurrent delays under this sub clause and sub clause 5.2 to the extent the delay is covered under sub clause 5.2 the contractor shall be entitled to only extension of time and no damages.	Such extension of time or rescheduling of milestone(s) shall be without prejudice to any other right or remedy of the parties in contract or in law, provided further that for concurrent delay(s) under this sub clause and sub clause 5.2 to the extent the delay is covered under sub clause 5.2, the contractor shall be entitled to only extension of time and shall have no claim of damages.
5.4	5.4 Rescheduling of milestone(s) and 'extended date of completion'
Request for rescheduling of Mile stones or extension of time, to be eligible for consideration, shall be made by the Contractor in writing within fourteen days of the happening of the event causing delay on the prescribed forms i.e. Form of application by the contractor for seeking rescheduling of milestones or Form of application by the contractor for seeking extension of time (Appendix - XVI) respectively to the authority as indicated in Schedule 'F'. The Contractor shall indicate in such a request the period by which rescheduling of milestone/s or extension of time is desired.	The request for rescheduling of Milestone(s) and extension of time, shall be made by the Contractor through ERP Portal once in a month on the basis of hindrances accepted by Engineer-in-Charge under sub-clause 5.2 and sub-clause 5.3. The Contractor shall indicate in such a request number of days by which rescheduling of milestone(s) and/or extension of time is desired.
With every request for rescheduling of milestones, or if at any time the actual progress of work falls behind the approved programme by more than 10% of the stipulated period of completion of contract, the contractor shall produce a revised programme without causing any delay in execution	Deleted

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of the work. A recovery as specified in Schedule 'F' shall be made on per day basis in case of delay in submission of the revised programme.

No provision

The authority as indicated in Schedule 'F', after examining the request, shall give a fair and reasonable extension of time for completion of work and simultaneously reschedule the milestone(s), if required so. The authority shall consider all the hindrances accepted as per sub-clauses 5.2, 5.3 and 5.5.

The authority shall decide rescheduling of milestone(s) and extension of time within 21 (Twenty One) days of the request submitted by the contractor through ERP portal. In event of no request by the contractor for rescheduling of milestone(s) and extension of time, the authority as indicated in Schedule F, after affording opportunity to the contractor, may give fair and reasonable extension of time based on hindrances accepted by Engineer-in-Charge and reschedule the milestone(s) once in a month. Such justified extension of time shall determine the 'extended date' of completion of work.

5.4.1 In any such case the authority as indicated in Schedule 'F' may give a fair and reasonable extension of time for completion of work or reschedule the mile stones.

5.4.1 Provided that the end date of any event causing delay shall not fall beyond the date of request for extension of time or rescheduling of milestone(s) by the contractor. In case end date of event falls beyond the date of submission of said request, then period for extension up to date of application shall be considered in the said request for events eligible for consideration and remaining period shall be applied in subsequent request of extension of time or rescheduling of milestone(s).

E-in-C shall finalize/ reschedule a particular mile stone before taking an

Engineer-in-Charge shall finalize/ reschedule a particular mile stone

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(EE (Contact))

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action against subsequent mile stone. Such extension or rescheduling of the milestones shall be communicated to the Contractor by the authority as indicated in Schedule 'F' in writing, within 21 days of the date of receipt of such request from the Contractor in prescribed form. In event of non-application by the contractor for extension of time E-in-C after affording opportunity to the contractor, may give, supported with a programme (as specified under 5.4 above), a fair and reasonable extension within a reasonable period of occurrence of the event.	before taking an action against subsequent mile stone. Such extension or rescheduling of the milestones shall be communicated to the Contractor by the authority as indicated in Schedule 'F' in writing, within 21 (twenty one) days of the date of receipt of such request from the Contractor on ERP Portal.
5.5 In case the work is delayed by any reasons, in the opinion of the Engineer- in-Charge, by the contractor for reasons beyond the events mentioned in clause 5.2 or clause 5.3 or clause 5.4 and beyond the justified extended date, without prejudice to right to take action under Clause 3, the Engineer-in-Charge may grant extension of time required for completion of work without rescheduling of milestones. The contractor shall be liable for levy of compensation for delay for such extension of time.	5.5 Delays attributable solely to the contractor In case the work is delayed by reasons solely attributable to the contractor, then Engineer-in-Charge or his representative(s) may record the event causing delay within 05 (five) days of occurrence of delay in the ERP portal. Contractor shall take the notice of the same for necessary action. He may submit his version, if any within 05 (Five) days. Engineer-in-Charge, considering the version of the contractor, will take decision on such recording of the event and the decision of the Engineer-in-Charge shall be final and binding. The contractor shall be liable for levy of compensation for such delays (i.e. for the period beyond the justified extended date of completion as determined in sub clause 5.4 and this default of contractor shall be dealt in conjunction with clause 2 of the contract. In case the work is delayed, due to hindrances attributable solely to the contractor, beyond the justified extended date (as stated in sub clause 5.4), the authority indicated in Schedule 'F', without prejudice to provisions to take action under Clause 3, may grant extension of

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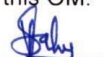
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AE-II (Civil)

	time required for completion of work without rescheduling of milestone(s) and extend the date of completion.
PROFORMA OF SCHEDULES (Separate Performa for Civil, Elect.& Hort. Works in case of Composite Tenders) SCHEDULE 'F' Clause 5 Authority to decide: i. Extension of time (Engineer in Charge or Engineer in Charge of Major Component in case of Composite Contracts, as the case may be) ii. Rescheduling of mile stones (Superintending Engineer/ PM/CPM in Charge or Superintending Engineer/ PM/CPM in Charge of Major Component in case of Composite Contracts, as the case may be) iii. Shifting of date of start in case of delay in handing over of site (Superintending Engineer/ PM/CPM in Charge or Superintending Engineer in Charge of Major Component in case of Composite Contracts, as the case may be)	PROFORMA OF SCHEDULES (Separate Performa for Civil, Elect. & Hort. Works in case of Composite Tenders) SCHEDULE 'F' Clause 5 i. Authority to convey the decision of shifting of milestone and extension of time (Engineer-in-Charge or Engineer-in-Charge of Major Component in case of Composite Contracts, as the case may be) ii. Authority to decide rescheduling of milestone and extension of time (SE/SE&PD/CE/ CE&ED). iii. Shifting of date of start in case of delay in handing over of site (SE/SE&PD/CE/ CE&ED).

This OM is applicable for all NITs uploaded after date of issue of this OM.

This is issued with the approval of DG CPWD.


 08.11.2023
 (वी. पी. साहू)

अधीक्षण अभियंता (सी.एंड एम.)

Issued from file No. CSQ/CM/17(1)/2023/ Maintenance e-file 9161772

के.लो.नि.वि. तथा लो.नि.वि. दिल्ली के सभी अधिकारियों को आवश्यक सूचना एवं कार्यवाही हेतु (के.लो.नि.वि.वेबसाइट के माध्यम से)।


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केन्द्रीय लोक निर्माण विभाग

कार्यालय ज्ञापन

No. DG/CON/Maintenance 2023/03

ISSUED BY AUTHORITY OF DIRECTOR GENERAL, CPWD

NIRMAN BHAWAN, NEW DELHI

Dated: 18.12.2023

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

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

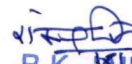
Existing provision	Modified provision
CONDITIONS OF CONTRACT	CONDITIONS OF CONTRACT
Definitions 2. In the contract, the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them:- (i) to (x)(a)	Definitions 2. In the contract, the following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


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


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

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(EE (Contact))

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

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

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

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

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

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

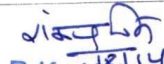
- i. Analyzed rate(s) as above multiplied by (Contract amount divided by estimated cost put to tender), if tendered amount is below the estimated amount put to tender.
- ii. Analyzed rate, if the Contract amount is above the estimated amount put to tender.

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


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(EE (Contact))

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


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 (EE (Contact))

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AE-II (Civil)

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


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 (EE (Contact))

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AE-II (Civil)

	Applicable GCC is as modified & corrected upto previous day of the last date of submission of the tender. (NIT approving authority to mention one GCC in the space provided above)
SCHEDULE 'F' GENERAL RULES & DIRECTIONS: Officer inviting tender Maximum percentage for quantity of items of work to be executed beyond which rates are to be determined in accordance with Clauses 12.2 & 12.3. See below	SCHEDULE 'F' GENERAL RULES & DIRECTIONS: No Change Deleted
9 (ii) Standard CPWD contract Form GCC 2020, CPWD Form 7/ 8 as modified & corrected upto	9(ii) Standard CPWD contract Form General Conditions of Contract Maintenance Works 2023 , CPWD Form 7/ 8 as modified & corrected upto previous day of the last date of submission of the tender.
Clause 12 12.2 Deviation Limit beyond which clauses 12.2 shall apply for building work	Clause 12 Deleted

This issues with the approval of DG CPWD.


18-12-2023
(वी. पी. साहू)

अधीक्षण अभियंता(सी.एंड एम.)

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

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


R.K. JAIN
(EE (Contact))

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AE-II (Civil)

**LIST OF MACHINERY, TOOLS & PLANTS TO BE DEPLOYED BY THE
CONTRACTOR AT SITE AS & WHEN REQUIRED – AS SCOPE OF WORK**

Sl. No.	Name of Equipment		Numbers
1	Excavators (various sizes)		Nil
	Equipment for hoisting & lifting		
1	Tower Crane		Nil
	Equipment for Concrete work		
1	Semi-Automatic batching plant as per direction of Engineer-in-Charge		1 No.
2	Concrete pump (Desirable)		Nil
3	Concrete Transit Mixer		Nil
4	Concrete mixer (diesel)		Nil
5	Concrete mixer (electrical)		Nil
6	Needle vibrator (electrical)		Nil
7	Needle vibrator (petrol)		Nil
8	Surface vibrator		Nil
	Equipment for Building work		Nil
1	Bar bending Machine		Nil
2	Bar cutting machine		Nil
3	Drilling machine		Nil
4	Wall grooving machine for chase cutting		Nil
5	Welding machine i/c transformer		Nil
6	Rig machine		Nil
7	Cube testing machines		Nil
8	M.S. pipes	As per requirement but not less than 2.0 times plinth area of a typical floor or as directed by Engineer-in- Charge	—
9	Steel shuttering		—
10	Steel scaffolding		—
11	Grinding/polishing machines		Nil
	Equipment for transportation		
1	Tippers		1 No.
2	Trucks		1 No.
	Pneumatic equipment		
1	Air compressors (diesel)		1 No.
	Dewatering equipment		
1	Pump (diesel)		1 No.
2	Pump (electric) (Desirable)		1 No.
	Power equipment		
1	Diesel Generator (minimum 200 KVA)		1 No.

- Note: 1.** The above list is only indicative and not exhaustive. The Bidder may be required to deploy more T&P as per requirement of work.
- 2.** All the above plants & equipments are to be deployed as and when required or directed by Engineer-in-Charge.

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AE-II (Civil)

LIST OF PREFERRED MAKES FOR CIVIL WORKS

Approved makes of materials to be used in the work are as under. In case of non availability of these makes, the Engineer-in-charge may allow use of alternative BIS makes of materials in the work. Non BIS marked materials may be permitted by the Engineer-in-charge.

Sl. No.	Material description	Proposed make list
1	Aluminium section	Hindalco, Jindal, Indian Aluminium Co.
2	Aluminium shuttering	Knest, S-form, Durand forms (India) Pvt. Ltd, Mivan
3	Aluminium Composite Panel	Viva, Alstone, Eurobond
4	Anodized aluminium hardware	Kilong, Alualpha, Classic, Ebco
5	AAC Block	MAX Blocks, Biltech ACE, UltraTech, Gravit, HIL
6	Adhesive -AAC block Adhesive	UltraTech, Ferrous Crete, Saint Gobain Weber, Ardex Endura
7	Adhesive -Tile Adhesive Grouts	STP Ltd, Kajaria, BASF, Ardex Endura, JK White, Don Building Chemical (India) Pvt. Ltd.
8	CPVC Pipe & fitting	Astral, Superme, Raksha, Ashirwad, Prayag Polymers, Birla HIL
9	Cement (PPC/OPC)	ACC, Ultratech, Shree Cement, JK Cement, Century Cement, Prism Cement
10	Cement (White)	Birla White, J.K. White.
11	Centrifugally Cast (Spun) Iron Pipes & Fittings /Hubless pipes & fittings	NECO, Kapilansh, RPMF, SKF
12	CP brass fittings	Jaquar, Grohe, RAK, Roka. Parryware, Johnson. CERA, Kerovit (Kajaria)
13	Distemper- 1st quality acrylic distemper (washable/ ready mix / Low VOC)	Asian Paints (Tractor Aqua Lock Paint), Berger: Bison lite ICI-Dulux
14	Dash fasteners /Anchors	Hilti, Bosch, Fischer, Wuerth
15	DI Pipes & fittings	Jindal, Electro steel, Tata Ductura, Kapilansh
16	Extruded polystyrene insulation board	Dowcorning, Supreme, Analco & Tikidan
17	Elastomeric Liquid W.P. membrane with acrylic polymer	Tikidan
18	Floor hardener	Ironite, Perma, STP Ltd
19	Fire rated doors	Signum fire protection, Shakti Metdoor, NAVAIR, Promat,

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20	False ceiling system	Armstrong, USG Boral, Aerolite, Hi-Steel, Saint Gobain, Interarch, Bollard
21	Floor spring & door closer	Godrej, Dorset, Kich, Dormakaba
22	Flush door shutters	Century, Durian, Green Ply, Jayna (Jain wood Industries)
23	FRP doors shutters & frame	Jayna, Fiberways, Jain doors pvt Ltd
24	FRP Drain cover & frame	Dudhi or equivalent
25	Gypsum plaster	Ferrous Crete, Dudhi, Gyproc Saint Gobain, Ultra Tech, JK White
26	Glass (Clear/Float/ Frosted/ Toughened Glass/ Refractive Glass)	Saint Gobain, AIS, Modiguard
27	Glass -Mirror glass	Atul, Modi Guard, Golden Fish
28	Glass Wool	Dow Corning, UP Twiga, Isover
29	HDPE Pipes	Reliance, Jain Pipes, Raksha, Supreme
30	Laminates	Action TESA, Greenlam, Century Ply, Archidply
31	MS Tubular windows	Navair, Sukriti, Jangid Engineering Works
32	Melamine polish	Asian Paints melamine gold, Wudfin of Pidilite, Timbertone of ICI Dulux.
33	Manhole covers – (CI Manhole covers, frames and Gratings)	NECO, SKF, RPF, Kapilansh
34	Manhole covers – (SFRC Manhole covers, frames and Gratings)	KK, JAIN, Pargati
35	Modular Kitchen	Godrej, Evok by Hindware
36	Modular Expansion Joint	Herculus, MNR, Sanfield India Ltd, Vexcolt
37	Pressed Steel door frames	Navair, Sukriti, Jangid Engineering Works
38	Plywood / Veneer	Greenply, Durian, Century, Archidply
39	Polycarbonate sheet	GE Plastic, LEXAN, MG Polyplast
40	Profile steel sheet	Ezydeck of TATA, Lloyd Superdeck, JSW, Jindal
41	Particle board	Action TESA, Merino, Archidply, Greenlam
42	Paver block & Kerb stone	Pavcon, Mayur, KK, Power, Navya
43	Paint -Acrylic emulsion	Asian Paints: (Premium Interior Emulsion Paint), Nerolac: Beauty Gold, Berger: Rangoli Total Care, ICI Dulux: Super Cover
44	Paint-Premium acrylic	Asian Paints: (Royale Luxury Emulsion), Nerolac: Impression, Berger: Silk, ICI Dulux: Velvet Touch
45	Paint-Plastic emulsion	Asian Paints (Apcolite), Nerolac: Impression, Berger

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		(easy clean), ICI Dulux 3in 1
46	Paint -Textured Exterior Paint	Asian Paints, Nerolac Luxture, Berger Paints
47	Paint -Acrylic smooth exterior paint	Asian Paints: (Apex), Nerolac: Excel Super, Berger: Weather Coat, ICI Dulux: Weather Shield.
48	Paint -Premium acrylic smooth exterior paint with silicon additive	Asian Paints: Apex Ultima, Nerolac: Excel Total Super, Berger: Long life7, ICI Dulux : Weather Shield Max
49	Paint -Synthetic Enamel Paint	Asian Paints: Apcolite Premium Gloss Enamel, Nerolac: Synthetic Hi gloss, Berger: Luxol Hi gloss, ICI Dulux: Gloss Synthtic enamel.
50	Primer-Cement Primer	Nerolac, Berger (BP white), Asian (Decoprime WT), ICI (White primer)
51	Primer -Steel primer (Red Oxide Zinc Chromate Primer)	Asian Paints, Nerolac, Berger, ICI
52	Primer -Wood primer	Asian Paints, Nerolac, Berger, ICI
53	Paint- Epoxy paint	Asian Paints, Nerolac, Berger, ICI
54	Paint- Fire retardant paint	Asian Paints, Akzo Nobel, Wuerth Promat
55	PVC Water Tank	Syntex, Vectus, JS Polyplast
56	PTMT fittings	SHAKTI, PRIMA, Raksha, Prayag Polymer
57	Pipe-GI/MS Pipe	Tata, Jindal (Hisar), Prakash Surya
58	Pipe Fittings -GI	Unik, AVR, Zoloto
59	Ready Mix Concrete (RMC Plant)	RMC India, Ultratech Concrete, ACC Ready Mix, AVRMA India Pvt. Ltd.,
60	Reinforcement- (Steel TMT bars)	SAIL, Tata Steel, Rashtriya Ispat Nigam Ltd. (RINL), JSW Steel Ltd, Jindal Steel & Power Ltd
61	Stainless steel railing, Accessories etc.	JINDAL, Dormakaba, Kich, Godrej, Hardwyn
62	SS fittings for doors & window	Jindal, Dormakaba, Kich, Dorset, Godrej, Ozone
63	Sealant – (Silicon based water repellent / weather sealant)	Dow Corning, Waker, BASF, Pidilite (Dr. Fixit / Roff). STP Ltd. & Tikidan
64	Sealant (Poly-Sulphide)	Fosroc, Pidilite (Dr. Fixit/Roff), CAC, BASF, Sika & Tikidan
65	SW Pipes (BIS approved)	Anand, Parry, Perfect
66	Sanitary ware, fittings & accessories	Kerovit (Kajaria), RAK, Cera, Johnson, Jaquar, Parryware, Hindware
67	Stainless steel sink	Neelkanth, Niralli, Jayna, Prima
68	Tiles- Mosaic tiles/ Chequered	Ultra Tiles, NITCO, Pavcon

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	Tiles	
69	Tiles- Glazed Ceramic	Kajaria, Johnson, Somany, RAK
70	Tiles- Vitrified Tiles (Antiskid / Matt / Glazed)	Kajaria, Johnson, Somany, RAK
71	uPVC door/window /ventilator	Fenesta, Veka, Duroplast, Aluplast & Advika Fenster.
72	uPVC doors and window hardware	Roto, Dorset, Kinlong
73	uPVC pipe and fittings	Astral, Supreme, Raksha, Ashirwad, Prayag Polymers, Birla HIL, AKG
74	Water proofing compounds, (admixtures, plasticizer, super plasticizer, curing compounds)	Fosroc, ROFF/Dr. Fixit (Pidilite Industries), CAC, Perma, Sika, BASF, STP Ltd. & Tikidan
75	Water proofing compound (Integral) (with cement for plaster & mortar)	Fosroc: Conplast 421, CAC, Perma, Dr. Fixit : LW+, Sika: Sikacim, STP Ltd
76	Water proofing compound (for bathroom/ toilet /balcony & other wet areas)	Fosroc: Bush Bond, Dr. Fixit : Pidifine 2K, Asian Paints: Damp Block 2K, Perma, CICO: Tapecrete, STP Ltd
77	Water proofing compound (Crystalline)	Fosroc: Bushbond TGP, CAC, Dr. Fixit : Dr. Fixit Krystalline, Sika: Sika 101h, STP Ltd,
78	WTP -MBBR Reactor, Multigrade Filter and Activated carbon Filter	Degremont, OSDPL, Thermax & Ion Exchange
79	WTP- MBBR Media	Cooldeck, MM Aqua, Eco Aqua & Ion Exchange
80	WPC /PVC door shutter and frame	Alstone, Jamex, Rajshri
81	Wall putty (cement based)	Asian Paints, Birla Wall Care, JK White, Dudhi, Wonder

Note:- In respect of other materials, any ISI marked material can be used on the work but these shall also meet the requirement for obtaining GRIHA 3 star rating. In case any material / product listed above does not meet the requirement required for obtaining GRIHA 3 star rating, alternate product as per decision and approval of CE (Lucknow) shall be used. In such situation, cost adjustment (if required) shall be made after approval from CE (Lucknow) and the decision of CE (Lucknow) shall be binding and final.

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ANNEXURE-A

TIME LIMIT FOR ATTENDING VARIOUS TYPES OF COMPLAINTS

S.No.	Type	Sub Category	Nature of Complaint	Time limit in Hours (Min.)	Time limit in days (Max)	Remarks
1	Emergency	Emergency	Drain blocked (inside House)	6	1	
2	Emergency	Emergency	Flush overflow/Water over flowing	6	1	
3	Emergency	Emergency	Pipe Leaking (inside House)	6	1	
4	Emergency	Emergency	W.C. blocked (inside House)	6	1	
5	Normal	Carpenter	Cup board/Almirah Repair	24	3	
6	Normal	Carpenter	Door bolt faulty	24	3	
7	Normal	Carpenter	Glass pane broken	24	3	
8	Normal	Carpenter	Glass shelf broken	48	7	
9	Normal	Carpenter	Looking mirror change	48	7	
10	Normal	Carpenter	Sliding Door to be fixed	24	3	
12	Normal	Carpenter	Towel rod to be replaced	48	7	
13	Normal	Carpenter	Tower bolt faulty	24	3	
14	Normal	Carpenter	Wire mesh broken	24	3	
15	Normal	Mason	Brick work repair	48	7	
16	Normal	Mason	Change of W.C., seat, seat cover	48	7	
17	Normal	Mason	Flooring Repair	48	7	
18	Normal	Mason	Leakage in Drain Pipe	48	7	
19	Normal	Mason	Leaking Roof	24	3	
20	Normal	Mason	Misc. Mason works	48	7	
21	Normal	Mason	Plaster repair	48	7	
22	Normal	Mason	Vegetation to be removed from roof & walls	48	7	
23	Normal	Plumber	Ball cock to be fixed change	24	3	
24	Normal	Plumber	Basin waste pipe broken	24	3	
25	Normal	Plumber	Coupling of sink is defective	24	3	
26	Normal	Plumber	Drain jail replacement required	24	3	
27	Normal	Plumber	Flush not working	24	3	

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AE-II (Civil)

28	Normal	Plumber	Leakage in water pipe line (Inside House)	48	7	
29	Normal	Plumber	No water in Kitchen and bathroom	24	3	
30	Normal	Plumber	No water in WC	24	3	
31	Normal	Plumber	Overflow in storage tank on the roof	24	3	
32	Normal	Plumber	Pipe Leaking (Outside House)	36	5	
33	Normal	Plumber	Repairs to water supply fittings	36	5	
34	Normal	Plumber	Shower broken/dismantled	24	3	
35	Normal	Plumber	Sink waste pipe broken	24	3	
36	Normal	Plumber	Sink/Wash basin broken	36	5	
37	Normal	Plumber	Over head tank cover	24	3	
38	Normal	Plumber	Water not reaching in overhead tank	24	3	
39	Normal	Plumber	Water pipe line Leakage	24	3	
40	Normal	Road work	Malba to be removed	48	7	
41	Normal	Road work	Road Grass to be cut	48	7	
42	Normal	Sewer Man	Drain Blocked (outside House)	24	3	
43	Emergency	Sewer Man	Manhole Cover Missing	12	2	
44	Normal	Sewer Man	Sewer man required	12	2	

Note : Time limit as referred above shall be reckoned since date and time of assigning the complaint to Contractor.

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AE-II (Civil)

SPECIAL CONDITIONS FOR DAY TO DAY MAINTENANCE WORKS

1. The contractor or his authorized representative shall attend the CPWD service centre daily at 9.00 AM positively in all working days except holidays for collecting complaints from the Junior Engineer in charge or communication issued by Engineer in charge or his authorized representative.
2. The contractor shall be responsible for attending complaints within time limit as mentioned on page 50 after receiving complaints or communication by Engineer in charge or his authorized representative. Penalty shall be imposed @ 200/- per day per complaint after notice if there is any delay in attending the complaint beyond the schedule period. as annexure A The contractor shall also return the complaint slip daily to the representative of Engineer in charge after attending the complaint duly sign by the allottee. (The Schedule for attending different types of complain shall be as per Annexure A
3. The contractor shall submit detailed measurement sheet to the Junior Engineer concern for verification in every two months.
4. The contractor shall arrange all necessary T & P which shall be required for his skilled and unskilled labour for attending the complaints.
5. The cleaning of choked sewer lines, manholes, gully traps, storm water drains within and around the buildings/ blocks shall be part of day to day maintenance under the relevant items.
6. The contractor shall also attend complaints related to the repair and maintenance of water supply pipe lines including G.I./C.I. lines up to 150 mm diameter under the relevant items.
7. The contract can be closed at any time by giving a notice of one month if performance of the contractor for the maintenance of the campus in not found satisfactory.
8. The contractor should inspect the buildings every week to ascertain whether any leakage/seepage exists in the buildings. The fact of such inspection shall be recorded jointly by J.E. and contractor in the inspection register for their removal and which can be reviewed by higher officers.
9. A certificate indicating numbers of pending seepages/leakages complaints received as above shall be recorded by the J.E. and contractor along with the other pending complaints at the end of each month.
10. All rubbish, malba, etc. received during execution of work should be disposed off into the dust bins, municipal dumping place or any other place as directed by the Engineer in charge.
11. Contractor has to clean roof terrace of buildings in the campus before rainy season No payment will be made in this account.
12. The contractor shall provide one coordinating personel for collection, lodging and successfully got attending the complaints with full co-ordination with Junior Engineer (In-charge), workmen and complainant/allottee/user etc. He shall maintain the Complaint Registers, workers diaries and related documents from 9:00 A.M. to 5:00 P.M. daily without fail. Coordination personel shall also visit whole area/campus under maintenance and surrounding along with Junior Engineer (In-charge) for assisting in preventive Maintenance of the whole campus/area under the Agreement. Nothing extra shall be paid on this account.
13. The contractor shall be responsible for cleaning, sweeping of all roads, surrounding of residential blocks, courtyards, and disposal of garbage, malba etc. on daily basis without considering any type of holidays. Otherwise penalty shall be imposed @ Rs. 1000/- per day basis.

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14. ~~The contractor shall provide all T&P and trolley etc. as required to the sweeping staff. Nothing extra shall be paid on this account.~~
15. ~~The contractor shall have to carry out the work other than day to day maintenance according to programme given by the Engineer in Charge or his representative. The contractor shall not carry out any work in any building without permission of Engineer in Charge. The contractor shall adhere to this programme failing which he shall be wholly responsible. No claim for idle labour on any account shall be entertained. The contractor shall depute his representative daily to the site of work. His name and signature shall be attested by the contractor for record in the department.~~
- ~~(i) The premises and portions of premises where the work is to be executed on any day shall be got approved from the representative of Engineer in Charge at the site of work in writing. No work shall be carried out in any premises without the approval of the representative of the Engineer in Charge.~~
 - ~~(ii) Any work carried out without the approval of the representative of the Engineer in Charge at the site of work shall be liable to be rejected and will not be measured and paid for.~~
 - ~~(iii) The material such as paints, varnish, distempers, water proofing cement paint and primers etc. as required shall be of approved brand and manufacturers, and of required shade and conforming in all respects to the relevant I.S. specifications.~~
 - ~~(iv) The manufacturing date and batch No. inscribed or printed on packs/containers by manufacturers are only acceptable for all the above said materials. Fresh material shall be brought at site as far as possible. The material shall be used within its self life as prescribed by the manufacturer. Any material which has out lived its life shall not be permitted to be used in the work and removed immediately from the site. The decision of the Engineer in Charge shall be final & binding.~~
 - ~~(v) The contractor shall get the shades of all types of paints, distemper, water proofing cement paint etc. approved from the Engineer in Charge before procurement of materials.~~
 - ~~(vi) The paints/other material shall be issued by the Junior Engineer/Assistant Engineer to the contractors after breaking the seal of the containers/packing and quantity to be issued shall be as per the daily requirement at the site. After day's use balance quantity of paints etc., if any left, will be returned by the contractor to the Engineer in Charge or his representative. After use the empty container shall have to be returned to the Engineer in Charge or his representative and will not be disposed off till the completion of the work.~~
 - ~~(vii) The site for the collection and stacking of the material shall be got approved from the Engineer in Charge. The contractor will stack at any place other than the approved site.~~
 - ~~(viii) Nothing extra shall be paid to the contractor for excess consumption of material.~~
 - ~~(ix) The contractors shall quote their rates inclusive of all taxes, cartage, royalties etc, complete.~~
 - ~~(x) The contractor shall prepare one sample of item which shall be got approved from the Engineer in Charge. Only on acceptance of sample work, contractor will be allowed to commence the work and sample is to be preserved with the JE in Charge of work till the whole work is completed. The quality of entire work should conform to the approved samples.~~
 - ~~(xi) Contractor shall take daily instructions. A register will be maintained at the Enquiry premises for this purpose. The JE will note down the work in office to be attended to and the dates on which the work in these office is to be started. An authorized representative of the contractor will, therefore, have to visit the Enquire Office daily and~~

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- note down the instructions in the register.
- (xii) ~~The contractor and/or his authorized agent should see the site order book every day and get the compliance noted by the Junior Engineer/Assistant Engineer/Engineer-in-Charge.~~
- (xiii) ~~All the items of work in a quarter/flat shall have to be taken up sequentially i.e. after the patch repairs are carried out, white/colour washing will be taken in the same quarter and thereafter painting shall have to be got completed.~~
- (xiv) ~~All the malba or rubbish obtained from dismantling or otherwise during the execution of the work shall be brought down through the staircase and shall not be thrown to the ground directly from first floor or second floor etc. This shall be carried and stacked properly to the specified common designated place on the same day and site shall be left clear as per the instructions of the Engineer in Charge. A compensation of Rs. 1000/- shall be levied from the contractor for each complaint/default/per day.~~
16. ~~The Contractor shall take immediate action to attend any complaint received on CPWD Sewa Website or assigned to him through Site Order Book/verbal instructions from Engineer-in-charge or on Telephone/ CPWD SEWA from occupants. Contractor shall endeavor to attend the complaints within the stipulated Time Frame as mentioned in CPWD Sewa Portal.~~
17. ~~Main agency shall ensure that the day to day complaints are attended timely and there is satisfaction among the allottees. In case there is default of not complying to the bench mark standard in respect of timely attending the complaints and satisfaction level then the Engineer-in-charge reserves the right to ask the main agency to replace the sub agency duly fulfilling the eligibility criteria.~~
18. ~~All required Registers will be arranged by agency itself duly marked in chronological order. Nothing extra shall be paid on this account.~~
19. ~~The Contractor will have to arrange all the required Computer, furniture etc. at his own cost pertaining to his job and he will take all these things back only after the expiry of the agreement for which nothing extra shall be paid.~~
20. ~~The Engineers, Supervisors and staff including skilled and unskilled workers of the agency shall carry mobile telephone(s) to enable the Engineer in charge to have easy and quick communication. Nothing extra shall be paid to the Contractor on this account and his quoted rates for various items under this contract will be deemed to be inclusive of the expenditure towards such Mobile connections and use thereof.~~
21. ~~Staff employed by the Contractor should be well behaved, polite & courteous. The worker will clean the place/site thoroughly before leaving the site while attending the complaints. Any complaint against staff on behavior will be taken seriously and such staff should be removed by the Contractor immediately from the site and arrange replacement for the same failing which the Engineer in Charge has to recover as per corresponding conditions in this NIT.~~
22. ~~Safety of the staff employed will be the responsibility of the Contractor. It shall be the prime duty of the Contractor to provide requisite safety equipments to all the workers and supervisors for their protection. CPWD will not be responsible for any mishap, injury/accident or death of the staff. No claim in this regard shall be entertained/ accepted by the department.~~
23. ~~Contractor shall be fully responsible for any damages caused to govt. property or allottee's property by his labour in carrying out the work and the damage shall be rectified/made good by the Contractor at his own cost.~~
24. ~~The Contractor shall maintain/stock sufficient quantity of materials and spares at site to meet the requirement of attending the complaints as per direction of the Engineer in-charge. Stores/ bins if available shall be handed over to the Contractor for storing the material. The material management shall be operated with online/LAN system narrated above. No manual system shall be accepted.~~

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25. Operations in which assistance shall be provided by the agency to the CPWD where the work is to be done by contractor's labour only:-
- Assistance for occupation and vacation for the bungalows and visit of allottees.
 - Informing to the CPWD engineers regarding the failure in any service being provided by other departments, in so far as they affect the assets being maintained under this contract, so that they can be taken up with the concerned local body/ department for rectification.
 - Assisting the department in detection of unauthorized encroachments in the area being maintained.
 - In case any vacant quarter or part of quarter or unit or part of unit of GPRA etc. is found to be occupied unauthorized **a recovery @ Rs. 5000/- (Rupees Five Thousand Only) per day per quarter / unit or part thereof**, shall be levied and the contractor will also be liable for action for loss caused due to theft or any other causes, and such shall be made good by the contractor at this own cost. The repetition of such instance may attract criminal action also.
 - Contractor shall ensure the cleanness of vacant quarter(s) till the allotment & shall be fully responsible for its watch & ward till handing over to occupant(s).
 - Contractor or his authorized representative shall be responsible for inventory like furniture, electrical items and ensure after the vacation of bungalow all the inventory items shall be in place.
 - Contractor or his authorized representative shall ensure wet cleaning inside the bungalow area and dry cleaning outside the bungalow immediately after the vacation of bungalow by the allottee.
 - Contractor or his authorized representative shall be responsible for Security and Safety vacant bungalow.
 - Contractor or his authorized representative shall ensure connectivity/availability on mobile phone round the clock.
 - Contractor shall provide alternate mobile/telephone no. for ease of communication, if so required.
 - Contractor shall ensure to attend/respond to the individual complaints within the time prescribed in CPWD e-Sewa.
 - Contractor shall follow the Department's Citizen Charter and Model Code of Conduct for workers behavior as decided by Engineer in Charge.
 - The Contractor or his Engineer at the Service Centre shall also maintain Complaint register for recording the complaints.
 - Contractor shall facilitate Visitors while they visit to Service Centre for lodging complaint in person.
 - Complaints received telephonically, personally or through a mode other than "CPWD Sewa" shall be entered into CPWD Sewa and attended in the same manner as prescribed for the complaints received through CPWD Sewa.
26. The contractor shall provide Cell Phone to each skilled worker for receiving and furnishing the compliance of complaints. The Cell Phone should be made compatible with e-Sewa.
27. Necessary registers/complaint attendance books duly machine numbered and authenticated by Engineer in Charge shall be maintained by the contractor in respect of complaints received and shall be got signed by the allottees, after attendance. All complaints must be registered in E-Sewa and compliance shall also be recorded.

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**CONTRACT FOR REMOVAL OF DEFECTS AFTER COMPLETION IN RESPECT OF
WATER PROOFING WORKS**

(BASEMENT/LOWER GROUND FLOOR/UNDER GROUND TANK/ROOF)

The Agreement made this _____ day of _____ Two thousand and _____
between _____ son of _____
(hereinafter called the Guarantor of the one part) and the
PRESIDENT OF INDIA (hereinafter called the Government of the other part).

WHEREAS THIS agreement is supplementary to a contract (hereinafter called the contract) dated _____ and made between the GUARANTOR OF THE ONE part and the Government of the other part, whereby the contractor, inter alia, undertook to render the buildings and structures in the contract recited completely water and leak-proof.

AND WHEREAS THE GUARANTOR agreed to give a guarantee to the effect that the said structures will remain water and leak-proof for 10 (Ten) years from the date after the maintenance period prescribed in the contract.

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

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

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

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

That if guarantor fails to make good all defects or commits breach there under then the Guarantor will indemnify the principal and his successors against all loss, damage, cost expense otherwise which may be incurred by him by reason of any default on the part of the GUARANTOR in performance and observance of this supplementary agreement. As to the amount of loss and/or damage and/or cost incurred by the Government the decision of the Engineer-in-Charge will be final and binding on the parties.

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AE-II (Civil)

IN WITNESS WHERE OF these presents have been executed by the Obliger _____
and by _____ and for and on behalf of the PRESIDENT OF INDIA on the day, month and
year first above written SIGNED, SEALED AND delivered by OBLIGOR in the presence of :

1.
2.

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

1.
2.

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

The agreement made this _____ day of _____ Two Thousand and _____ between _____ son of _____ (hereinafter called the GUARANTOR of the one part) and the PRESIDENT OF INDIA (hereinafter called the Government of the other part.)

WHEREAS THIS agreement is supplementary to a contract (Hereinafter called the Contract) dated _____ and made between the GUARANTOR OF THE ONE PART AND the Government of the other part, whereby the contractor inter alia, undertook to render the work in the said contract recited structurally stable workmanship, finishing and use of sound materials.

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

NOW THE GUARANTOR hereby guarantee that work executed by him will remain structurally stable after expiry of maintenance period prescribed in the contract for the minimum life of 02 (Two) year to be reckoned from the date after the expiry of maintenance period prescribed in the contract.

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

During this period of guarantee, the guarantor shall make good all defects to the satisfaction of the Engineer-in-charge calling upon him to rectify the defects failing which the work shall be got done by the Department by some other contractor at the Guarantor's cost and risk. The decision of the Engineer-in-Charge as to the cost, payable by the Guarantor shall be final and binding.

That if the guarantor fails to make good all the defects commits breach thereunder, then the guarantor will indemnify the principal and his successor against all loss, damage, cost expense or otherwise which may be incurred by him by reason of any default on the part of the GUARANTOR in performance and observance of this supplementary agreement. As to the amount of loss and/or damage and or cost incurred by the Government, the decision of the Engineer-in-charge will be final and binding on both the parties.

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

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

1. _____
2. _____

SIGNED FOR AND ON BEHALF OF THE PRESIDENT OF INDIA BY _____

in the presence of :

1. _____
2. _____

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AE-II (Civil)

**(Guarantee offered by Bank to CPWD in connection with the execution of contracts)
Form of Bank Guarantee for Earnest Money Deposit /Performance Guarantee/Security
Deposit/Mobilization Advance**

1. Whereas the Executive Engineer..... (name of division)
..... CPWD on behalf of the President of India (hereinafter
called "The Government") has invited bids under (NIT number)
..... dated for..... (name of work)
..... The Government has further agreed to
accept irrevocable Bank Guarantee for Rs. (Rupees only) valid upto
..... (date)*..... **as Earnest Money Deposit** from
..... (name and address of contractor)
..... (hereinafter called "the contractor") for compliance of his
obligations in accordance with the terms and conditions of the said NIT.

OR

- Whereas the Executive Engineer (name of division) ,
CPWD on behalf of the President of India (hereinafter called "The Government") has entered
into an agreement bearing number with
.....
(name and address of the
contractor).....
(hereinafter called "the Contractor") for execution of work..... (name of
work).....
.....
.....The Government
has further agreed to accept an irrevocable Bank Guarantee for Rs.
(Rupees only) valid upto
(date)..... **as Performance Guarantee/security Deposit/Mobilization
Advance** from the said Contractor for compliance of his obligations in accordance with the
terms and conditions of the agreement.
2. We, (indicate the name of the bank) (herein after referred to as "the
Bank"), hereby undertake to pay to the Government an amount not exceeding
Rs..... (Rupees only) on demand by the
Government within 10 days of the demand.
3. We, (indicate the name of the Bank) do here by undertake to pay the amount
due and payable under this guarantee without any demur, merely on a demand from the
Government stating that the amount claimed is required to meet the recoveries due or likely to
be due from the said contractor. Any such demand made on the Bank shall be conclusive as
regards the amount due and payable by the Bank under this Guarantee. However, our liability
under this guarantee shall be restricted to an amount not exceeding Rs.
..... (Rupees only).
4. We, (indicate the name of the Bank) , further undertake to pay the
Government any money so demanded notwithstanding any dispute or disputes raised by the
contractor in any suit or proceeding pending before any court or Tribunal, our liability under
this Bank Guarantee being absolute and unequivocal. The payment so made by us under this
Bank Guarantee shall be a valid discharge of our liability for payment there under and the
contractor shall have no claim against us for making such payment.

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AE-II (Civil)

5. We,.....(indicate the name of the Bank) further agree that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligation here under to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said contractor and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractor or for any forbearance, act of omission on the part of the Government or any indulgence by the Government to the said contractor or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. We,.....(indicate the name of the Bank) further agree that the Government at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor at the first instance without proceeding against the contractor and notwithstanding any security or other guarantee the Government may have in relation to the Contractor's liabilities.
7. This guarantee will not be discharged due to the change in the constitution of the Bank or the contractor.
8. We, (indicate the name of the Bank) undertake not to revoke this guarantee except with the consent of the Government in writing.
9. This Bank Guarantee shall be valid up to..... unless extended on demand by the Government. Notwithstanding anything mentioned above, or liability against this guarantee is restricted to Rs..... (Rupees only) and unless a claim in writing is lodged with us within the date of expiry or extended date of expiry of this guarantee, all our liabilities under this guarantee shall stand discharged.

Date

Witnesses :

1. Signature
Name and address

Authorized signatory

Name.....
Designation.....
Staff Code No.....
Bank seal

2. Signature
Name and Address

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AE-II (Civil)

Milestones of the Contract

Sl. No.	Description of mile stone	Period for completion from date of start in months	Withheld amount for non achievement of mile stone.
1	15% of tendered amount.	03 Months	1.25% of the accepted tendered value.
2	40% of tendered amount.	06 Months	1.25% of the accepted tendered value.
3	75% of tendered amount.	09 Months	1.25% of the accepted tendered value
4	100% of tendered amount.	12 Months	1.25% of the accepted tendered value.

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AE-II (Civil)

Original Estimate					
Name of Work:- A/R & M/O residential building at GPRA Gulmohar Vihar, Kanpur. (SH: Construction of damaged boundary wall 25 mm at GPRA Gulmohar Vihar Naubasta Kanpur Photo attached).					
SLNo	Description	Qty	Unit	Rate	Amount
1	EARTH WORK				
1.1	Earth work in excavation by mechanical means (Hydraulic excavator) / manual means in foundation trenches or drains (not exceeding 1.5 m in width or 10 sqm on plan), including dressing of sides and ramming of bottoms, for all lift, including getting out the excavated soil and disposal of surplus excavated soil as directed, within a lead of 50 m.				
1.1.1	All kinds of soil.	23	cum	260.30	5987.00
1.2	Filling available excavated earth (excluding rock) in trenches, plinth, sides of foundations etc. in layers not exceeding 20cm in depth, consolidating each deposited layer by ramming and watering, lead up to 50 and for all lif.	16.1	cum	196.00	3156.00
2	CEMENT CONCRETE (CAST IN SITU)				
2.1	Providing and laying in position cement concrete of specified grade excluding the cost of centering and shuttering - All work up to plinth level :				
2.1.1	1:5:10 (1 cement : 5 coarse sand (zone-III) derived from natural sources : 10 graded stone aggregate 40 mm nominal size derived from natural sources)	1.25	cum	6518.60	8148.00
3	REINFORCED CEMENT CONCRETE				
3.1	Providing and laying in position specified grade of reinforced cement concrete, excluding the cost of centering, shuttering, finishing and reinforcement - All work up to plinth level :				
3.1.1	1:1.5:3(1 cement: 1.5 coarse sand (zone-III) derived from natural sources : 3 graded stone aggregate 20 mm nominal size derived from natural sources)	8	cum	9045.75	72366.00

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AE-II (Civil)

3.2	Reinforced cement concrete work in walls (any thickness), including attached pilasters, buttresses, plinth and string courses, fillets, columns, pillars, piers, abutments, posts and struts etc. above plinth level up to floor five level, excluding cost of centering, shuttering, finishing and reinforcement:				
3.2.1	1:1.5:3 (1 cement : 1.5 coarse sand(zone-III) derived from natural sources : 3 graded stone aggregate 20 mm nominal size derived from natural sources)	2	cum	10852.95	21706.00
3.3	Centering and shuttering including strutting, propping etc. and removal of form for				
3.3.1	Foundations, footings, bases of columns, etc. for mass concrete	2	sqm	392.15	784.00
3.3.2	Lintels, beams, plinth beams, girders, bressumers and cantilevers	25	sqm	736.40	18410.00
3.3.3	Columns, Pillars, Piers, Abutments, Posts and Struts	33	sqm	961.30	31723.00
3.4	Steel reinforcement for R.C.C. work including straightening, cutting, bending, placing in position and binding all complete upto plinth level.				
3.4.1	Thermo-Mechanically Treated bars of grade Fe-500D or more.	1200	kg	107.85	129420.00
4	MASONRY WORK				
4.1	Brick work with common burnt clay F.P.S. (non modular) bricks of class designation 7.5 in foundation and plinth in:				
4.1.1	Cement mortar 1:6(1 cement :6 coarse sand)	1	cum	7132.25	7132.00
4.2	Brick work with common burnt clay F.P.S. (non modular) bricks of class designation 7.5 in superstructure above plinth level up to floor V level in all shapes and sizes in :				
4.2.1	Cement mortar 1:6(1 cement : 6 coarse sand)	1	cum	9105.95	9106.00
5	FINISHING				
5.1	12 mm cement plaster of mix:				
5.1.1	1:6 (1 cement: 6 coarse sand)	62	sqm	343.65	21306.00
5.2	15 mm cement plaster on rough side of single or half brick wall of mix:				
5.2.1	1:6(1 cement: 6 coarse sand)	53	sqm	395.35	20954.00

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5.3	Finishing walls with Premium Acrylic Smooth exterior paint with Silicone additives of required shade:				
5.3.1	New work (Two or more coats applied @ 1.43 ltr/10 sqm over and including priming coat of exterior primer applied @ 0.90 litre/10 sqm)	115	sqm	171.10	19677.00
6	Dismantling and Demolishing				
6.1	Demolishing brick work manually/ by mechanical means including stacking of serviceable material and disposal of unserviceable material within 50 metres lead as per direction of Engineer-in-charge.				
6.1.1	In cement mortar	12	cum	2060.20	24722.00
				Total	394597.00
	Modified Estimated Cost after using correction factor on DSR 2023 on account of GST @ 0.973				383943.00
	Add Cost Index @5%				19197.00
7	Market Rate				
7.1	Structural steel work in single section, fixed with or without connecting plate, including , hoisting, fixing in position all complete.	68	Kg	19.31	1313.00
7.2	Fixing concertina coil fencing with punched tape concertina coil 600 mm dia 10 metre openable length (total length 90 m), having 50 nos rounds per 6 metre length, upto 3 m height of wall with existing angle iron 'Y' shaped placed 2.4m or 3.00 m apart and with 9 horizontal R.B.T. reinforced barbed wire, stud tied with G.I. staples and G.I. clips to retain horizontal, including necessary bolts or G.I. barbed wire tied to angle iron, all complete as per direction of Engineer-in-charge.	25	Mtr	79.19	1980.00
7.3	Credit for old brick work	4025	Each	-5.00	-20125.00
				Total	386308.00

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