

TENDER DOCUMENT

SUB: Leakage arresting and Chajja repairs with PMM (POLYMER MODIFIED MORTAR) and joint repairs of dead wall of main lab Bldg.

TENDER NO. : SMR/MANT/GN030/2019L/PT

DUE ON : 12/03/2019

EMD : Rs.27787/- **TENDER FE** : Rs.500/- Plus GST



प्रायोगिक सूक्ष्मतरंग इलेक्ट्रॉनिकी इंजीनियरी तथा अनुसंधान संस्था

SOCIETY FOR APPLIED MICROWAVE ELECTRONICS ENGINEERING & RESEARCH

आई आई टी कॅम्पस, पवई, मुंबई 400076. फोन : 022 25723030/7221 फॅक्स : 022 25723254

IIT CAMPUS, POWAI, MUMBAI 400 076. TEL. : 022-25723030/7221, Fax : 022 25723254

WEB SITE : www.sameer.gov.in E-mail : purchase@sameer.gov.in

CONTENTS

Sr. No.	Description	Page No.
1.	NOTICED INVITINGTENDER (Abridged)	03
2.	NOTICE INVITING TENDER	04-08
3.	LETTER OF TRANSMITTAL AND ACCEPTANCE	09-11
4.	PROFORMA OF SCHEDULES	12-14
5.	GENERAL GUIDELINES	15
6.	GENERAL CONDITIONS	16-22
7.	ADDITIONAL CONDITIONS	23-27
8.	SCHEDULE A	28-31

Certified that this NIT contains **Page 1 to 31** (Including this page).

SOCIETY FOR APPLIED MICROWAVE ELECTRONICS ENGINEERING & RESEARCH

NOTICE INVITING TENDER (Abridged)

NIT No. :- SMR/MANT/GN030/2019L/PT

Dated: 22.02.2019

1.0 Sealed item rate tenders are invited on behalf of the Director, SAMEER from approved and eligible contractors of, CPWD, State PWD(B & R), MES ,Railways and other eligible contractors who have worked for government departments or Semi Government Organizations or SAMEER or its Laboratories / Institutes and have successfully carried out Construction/ Repair & Renovation/ Up-gradation of Building works in a Research Institute, Higher Academic Institute, Hospital, Medical Institute or Office Building and having experience of similar nature of works for Govt. / PSUs / Govt. autonomous bodies /reputed private organizations for the work mentioned in the table given below.

Name of work	Leakage arresting and Chajja repairs with PMM (POLYMER MODIFIED MORTAR) and joint repairs of dead walls of main lab Bldg.
Estimated cost of the work	Rs13,89,364/-
Earnest money	Rs 27,787/-
Period of completion	90 days
Cost of tender documents	Rs 500/- plus GST Non refundable
Last date of issue of tender from the ESSD Office	11.03.2019 up to 16.00 hrs
Last date and time of submission of tender	up to 05.00 P.M. on 12/03/2019
Date and time of Opening of Tender	13/03/2019 at 10.30 hrs

2.0 The complete application form and tender documents can be purchased or downloaded from the web site www.sameer.gov.in. The contractor shall submit the downloaded tender documents in the manner detailed in the enclosed NIT.

3.0 The financial bid (envelope 2) will be opened only for those tenderers who are found finally eligible after opening of envelope 1. Issue of tender documents by SAMEER does not ipso-facto mean that the contractor is eligible to tender.

4.0 If there happens to be a holiday on any date mentioned above, the said date shall stand extended to the next working day.

5.0 Tenders shall neither be issued by post nor will they be received by post.

6.0 The intending bidder must read the terms and conditions of CPWD-6 carefully. He should only submit his bid if he considers himself eligible and he is in possession of all the documents required.

Head ESSD
SAMEER

NOTICE INVITING TENDER

- 1.0 Sealed item rate tenders are invited on behalf of the Director, SAMEER from approved and eligible contractors for the work of: **Leakage arresting and Chajja repairs with PMM (POLYMER MODIFIED MORTAR) and joint repairs of dead wall of main lab Bldg.**

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

- 1.1 The work is estimated to Cost Rs **Rs 13,89,364/-** and this estimate, however, is given merely as a rough guide.

- 1.2 Tenders will be issued to eligible contractors provided they produce definite proof from the appropriate authority, which shall be to the satisfaction of the competent authority, of having satisfactorily completed similar works of magnitude specified below:-

- 1.2.1 Criteria of eligibility for issue of tender documents for non- CPWD registered contractors

- 1.2.1.1 For works up to Rs 5.00 lakhs –NIL

- 1.2.1.2 For works above 5.00 lakhs and upto Rs. 30.00 Lakhs, the applicant should have completed works as per details below during the last seven years ending last day of the month previous to the one in which tenders are invited.

- a) Three similar completed works each costing not less than the amount equal to 40% of the estimated cost
or
b) Two similar completed works each costing not less than the amount equal to 50% of the estimated cost
or
c) One similar completed work costing not less than the amount equal to 80% of the estimated cost.

- 1.3 The financial bid (envelope 2) will be opened only for those tenderers who are found finally eligible after opening of envelope 1. Issue of tender documents by SAMEER does not ipso-facto mean that the contractor is eligible to tender.

- 1.2.2 Criteria for specialized works irrespective of its cost, (For all contractors) the applicant should have completed works as per details given at 1.2.1.2 above. Similar work means work of similar specification demanded in the work or the similar work can be part of the composite building work. And these works should have been carried out in Central/State Government/ Central or State Public Sector Undertakings,

(The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum, calculated from the date of completion to the last date of receipt of application for tender.)

- 1.2.3 To become eligible for issue of tender, the tenderer shall have to furnish an affidavit as under:-

I/We undertake and confirm that eligible similar works(s) has/have not been got executed through another contractor on back to back basis. Further that, if such a violation comes to the notice of Department, then I/we shall be debarred for tendering in SAMEER in future forever. Also, if such a violation comes to the notice of Department before date of start of work, the Engineer in- Charge shall be free to forfeit the entire amount of Earnest Money Deposit/Performance Guarantee.

List of documents to be submitted along with envelop 1.

- i. Treasury Challan / Demand Draft / Pay order or Banker`s Cheque / Deposit at Call Receipt/FDR/ Bank Guarantee of any Scheduled Bank against EMD, Copy of receipt for deposition of EMD issued from Account office SAMEER.

- ii. Copy of enlistment order of contractor.
 - iii. Certificate of Work Experience (if required).
 - v. Certificate of Registration for Goods and Services Tax (GST).
 - vi. Valid EPF Registration Certificate under EPF & MP Act 1952 as per rule.
 - vii. Valid ESI Registration Certificate under ESIC Act 1948 as per rule.
 - viii. Copy of bidder Pan Card.
- 2.0 Agreement shall be drawn with the successful tenderer on prescribed Form No. CPWD 7/8 which is available as a Govt. of India Publication. Tenderer shall quote his rates as per various terms and conditions of the said form which will form part of the agreement. In case Tender Documents are downloaded from the SAMEER Website they should be properly bound and sealed.
- 3.0 The time allowed for carrying out the work will be (As stated in table above at 1), from the Fifteen day after the date of issue of letter of award of work, or from the first day of handing over of the site, whichever is later, in accordance with phasing, if any, indicated in the Tender Document.
- 4.0 The site for the work shall be made available, OR
The site for the work shall be made available in parts as specified below:-
- 5.0 The last date of receipt of applications for issue of tender forms (in prescribed format/can also be downloaded from SAMEER website <http://www.tender.sameer.gov.in>). The date of issue of tender forms will be as follows:-
- (i) Last date of receipt of application **11.03.2019** up to 16.00 hours.
 - (ii) Last date of issue of tender forms **11.03.2019**
- 6.0 Tender documents 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 either be downloaded from the SAMEER website <http://www.sameer.gov.in> or be seen in the office of the Head ESSD(civil), SAMEER IIT CAMPUS, POWAI, MUMBAI 400 076. between 11.00 hours & 16.00 hours from the date of issue of the NIT to every day except on Sundays and Public Holidays. Tender documents, excluding standard form, will be issued from his office, during the hours specified above on payment of following:-
- i. Rs.500.00 (Rs. Five Hundred only) plus 18% GST as cost of tender (Non-refundable) in cash .
 - ii. Tenders shall be accompanied with Earnest money of Rs **Rs 27,787 / -** in cash (upto Rs. 10000/-)/Receipt Treasury Challan/Deposit at Call receipt of a scheduled bank/fixed deposit receipt of a scheduled bank/demand draft of a scheduled bank issued in favour of SOCIETY FOR APPLIED MICROWAVE ELECTRONICS ENGINEERING & RESEARCH. 50% of earnest money or Rs. 20 lakh, whichever is less, will have to be deposited in the shape prescribed above and balance amount of earnest money can be accepted in the form of Bank guarantee issued by a scheduled bank having validity for 6 months or more from the last date of receipt of tenders.
 - iii) The tender shall be accompanied by Earnest money along with the cost of tender, if not paid earlier as in the case of downloaded tender from website in the form as detailed in sub para (ii) above.
- Submission of tender:
The tender shall be submitted in the following manner:-
- 6.1 In case the tender document is downloaded from SAMEER website
- 6.1.1 "Earnest money plus cost of tender and eligibility credentials" shall be placed in sealed envelope 1 marked "Earnest money plus cost of tender and eligibility credentials".
 - 6.1.2 The tender shall be placed in sealed envelope-2 and will be superscripted as Tender".

6.1.3 The sealed envelope no. 1&2 as above containing “Earnest money plus cost of tender, Eligibility credentials”, and the “Tender” shall be placed in another sealed envelope -3.

6.1.4 All the three envelopes shall be superscripted with following data.

1. (i) Name of work and tender no.
2. (ii) Name of tenderer
3. (iii) Last date of receipt of tender

6.2 In case the tender document is purchased from ESSD office

6.2.1 Proof for paying the cost of tender documents, proof of payment of EMD and copies of documents showing eligibility credentials to be placed in sealed envelope no. 1

6.2.2 Envelope no. 2 will be as per Para 6.1.2.

6.2.3 The sealed envelopes 1 & 2 shall be placed in another sealed envelope no. 3

6.2.4 Same as 6.1.4

6.3 The tender in which rates/percentage are to be quoted should be properly bound and sealed. Loose/spiral bound submission (in case the tender is downloaded from website) shall be rejected out rightly. In case of any correction/addition/alteration/omission in tender document vis-à-vis tender document available on website shall be treated as non-responsive and shall be summarily rejected.

7.0 The contractor whose tender is accepted will be required to furnish performance guarantee of 5% (Five Percent) of the tendered amount 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 (in case guarantee amount is less than Rs. 1,00,000/-) or Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the prescribed form. In case the contractor fails to deposit the said performance guarantee within the period as indicated in Schedule ‘F’. including the extended period if any, the Earnest Money deposited by the contractor shall be forfeited automatically without any notice to the contractor.

8.0 The description of the work is as follows:

Copies of other drawing and documents pertaining to the works will be open for inspection by the tenderers at the office of above mentioned officer.

Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to the nature of the ground and sub-soil (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. A tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charge consequent on any misunderstanding or otherwise shall be allowed. The tenderer shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a tender by a tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plant, etc. will be issued to him by the Government and local conditions and other factors having a bearing on the execution of the work.

9.0 The competent authority on behalf of the Director SAMEER does not bind itself to accept the lowest or any other tender and reserves to itself the authority to reject any or all the tenders received without the assignment of any reason. All tenders in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the tenderer shall be summarily rejected.

Note: In case the eligibility credentials are not found in order at any stage i.e. before award of work or during execution of the work or after completion of the work, the contractor will be debarred from tendering in SAMEER for three years including any other action under the contract or existing law.

10. Canvassing whether directly or indirectly, in connection with tenders, is strictly prohibited and the tenders, submitted by the contractors, who resort to canvassing, will be liable to rejection.
11. The competent authority on behalf of SAMEER reserves with himself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rate quoted.
12. The company or firm or any other person shall not be permitted to tender for works in SAMEER if his near relative (s) of any employee of SAMEER having official dealing with it him/her is working or having stake in that firm or company. Near relative (s) for this purpose is/are defined as:
 - (i) Member of Hindu Undivided family (HUF).
 - (ii) They are Husband and Wife.
 - (iii) The one is related to other in the manner as father, mother, son(s) & Son's wife (daughter-in-law), Daughter(s), Daughter's husband (son-in-law), brother(s), brother's wife, sister(s), sister's husband (brother-in-law).
13. No Engineer of gazette rank or other Gazetted Officer employed in Engineering or Administrative duties in an Engineering Department of the Government of India or equivalent employee of SAMEER is allowed to work as a contractor for a period of one year after his retirement from Government service, without the previous 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 tender or engagement in the contractor's service.
14. The tender for the works shall remain open for acceptance for a period of ninety (90) days from the date of opening of tenders/Ninety days from the date of opening of financial bid in case tenders are invited on 2/3 envelop system (strike out as the case may be) if any tenderer withdraws his tender before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the tender which are not acceptable to the department, then the Government shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid. Further the tenderer shall not be allowed to participate in the retendering process of the work.
15. This notice inviting Tender shall form a part of the contract document. The successful tenderer/contractor, on acceptance of his tender by the Accepting Authority shall within 15 days from the stipulated date of start of the work, sign the contract consisting of:-
 - a) The Notice Inviting Tender, all the documents including additional conditions, specifications and drawings, if any, forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.
 - b) Standard C.P.W.D. Form 7/8
16. In case of works having estimated to cost below Rs.15,00,000/-, the successful tenderer shall be required to execute an agreement with SAMEER in the proforma annexed to the tenders document, within 15 days of issue of letter of award by SAMEER. In the event of failure on part of the successful tenderer to sign the agreement, the Earnest money will be forfeited and the tender cancelled.

In case of works estimated to cost Rs. 15,00,000/- and above, the successful tenderer shall, upon issue of letter of acceptance of Tender, shall be required to furnish performance

guarantee @ 5% of the tendered value in the form of irrevocable Bank Guarantee of requisite amount to the Engineer-in-charge in the proforma annexed to the tender document, within 15 days of the issue of letter of acceptance of Tender by the SAMEER. In the event of failure on the part of the successful tenderer to furnish the Bank Guarantee within 15 days, the earnest money will be forfeited and tender cancelled.

17. This notice inviting tender (CPWD W-6) shall form a part of the Contract Document. In accordance with clause-1 of the contract, the letter of acceptance shall be issued first in favour of the successful tenderer / contractor. After submission of the performance guarantee, the letter of award shall be issued. The contract shall be deemed to have come in to effect on issue of letter of acceptance of the tender. On issue of letter of award, the successful tenderer/ contractor shall, within 30 days from such date, formally sign the agreement consisting of: -
- a) The Notice Inviting Tender, all the documents including additional conditions, specifications and drawings, if any, forming part of the tender and as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.
 - b) Standard CPWD W-8 amended up to correction slip latest.
 - c) Agreement signed on non-judicial stamp paper as per proforma annexed to CPWD W-8.
18. ON GST:
- a) The bidder shall quote rates including all taxes viz. GST, Construction Workers Welfare Cess etc., as applicable up to the last date of receipt of the tender, may include GST at End with HSN.
 - b) Intending bidders shall supply goods & services against the GSTN number of the state as specified in the GST registration.
 - c) The intending bidder shall invariably mention the GSTIN number of the State in which the services are being made while submitting their tender.
 - d) The contractor has to submit the invoice (Running/ final bill of quantities) along with his / their GSTN registration Number & also that of SAMEER. Invoice shall be submitted as per GST Act.
 - e) Payment to the contractor shall be made only after submitting the Invoice in GSTN.
 - f) The intending bidders shall accept the debit / credit note whenever / wherever there is a change in the value of supplies made to SAMEER.
19. Clauses No. 28 of conditions of contract i.e. "**ESCALATION**" will not be applicable in this contract since the duration of contract is less than 18 months.

Head ESSD

For & on behalf of the SAMEER

SOCIETY FOR APPLIED MICROWAVE ELECTRONICS ENGINEERING & RESEARCH
आई आई ट कप , पवई, मुंबई 400076. फोन : 022 25723030/7221 फक्स : 022 25723254

Percentage Rate Tender/Item Rate Tender & Contract for Works

(A)Tender for the work of:

Leakage arresting and Chajja repairs with PMM (POLYMER MODIFIED MORTAR) and joint repairs of dead wall of main lab Bldg.

(a) To be submitted 5.00 p.m. Hours on to

(b) To be opened in presence of tenderers, who may be present at 10.30 hrs Hours on _____ in the office of P.O. SAMEER, Powai, Mumbai.

Issued to: _____

(Contractor)

Signature of officer issuing the documents _____

Designation: _____

Date of issue: _____

TENDER

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

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

We agree to keep the tender open for sixty (90) days from the due date of its opening and not to make any modifications in its terms and conditions.

A sum of Rs _____ has been deposited as per NIT as earnest money. If I/we, fail to furnish the prescribed performance guarantee within prescribed period, I/we agree that the said Director, SAMEER or his successors in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Further, if I/we fail to commence work as specified, I/we agree that Director, SAMEER or his successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said earnest money and the performance guarantee absolutely, otherwise the said earnest money shall be retained by him towards security deposit to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered, upto maximum of the percentage mentioned in Schedule 'F' and those in excess of that limit at the rates to be determined in accordance with the provision contained in Clause 12.2 and 12.3 of the tender form.

Further, I/We agree that in case of forfeiture of earnest money or both Earnest Money & Performance Guarantee as aforesaid, I/We shall be debarred for participation in the retendering process of the work.

I/We hereby declare that I/we shall treat the tender documents drawings and other records connected with the work as secret/confidential documents and shall no communicate information/derived there from to any person other than a person to whom I/we am/are authorised to communicate the same or use the information in any manner prejudicial to the safety of the State.

Dated _____ *

Witness: - _____ *

Address: _____ *

Occupation: _____ *

Signatures of Contractor

Postal Address _____ *

Telephone No _____ *

E-Mail _____ *

***To be filled by Contractor**

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 Director SAMEER for a sum of Rs.....

(Rupees.....)

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

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

For & on behalf of Director, SAMEER

Signature.....

Designation.....

Dated.....

SCHEDULES

SCHEDULE 'A' :-

Schedule of Quantities **enclosed on separate sheet on page no. 28 -31**

SCHEDULE 'B' :-

Schedule of materials to be issued to the contractor:-

S.No.	Description of item	Quantity	Rates in figures and words at which the material will be charged from the contractor	Place of issue
1	2	3	4	5

SCHEDULE 'C':-

Tools and plants to be hired to the contractor

S.No.	Description	Hire charges per day	Place of issue
1	2	3	4
(If required, shall be arranged by the contractor)			

SCHEDULE 'D':-

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

1. General conditions
2. Special Conditions
3. Particular Specifications
4. Guarantee Bonds

SCHEDULE 'E':-

Reference to General Conditions of contract: -

General Conditions of Contract for CPWD works – 2016 (amended with amendments issued up to last date of submission of bid).

Name of work:

Leakage arresting and Chajja repairs with PMM (POLYMER MODIFIED MORTAR) and joint repairs of dead wall of main lab Bldg. Rs.1389364/-

cost of work:-

(i) Earnest money:-

Rs. 27787/- (To be returned after receipt of P.G).

(ii) Performance Guarantee:-

5% of Tender Value.

(iii) Security deposit :-

2.5% of the Tender Amount.

SCHEDULE 'F':-

General Rules & Directions: -

Officer inviting bid:

Registrar, SAMEER

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

Definitions	
2(v) Engineer-in-charge	Head ESSD (civil)
2(viii) Accepting Authority	Registrar SAMEER
2(x) Percentage on cost of materials and labour to cover	15 %

all overheads and profits.	
2(xi) Standard schedule of rates	Delhi Schedule of Rates, 2016 + 42.16% Cost Index with up to date correction slips issued till last date of submission of bid.
9(ii) Standard contract Form	CPWD form 7 as modified and corrected up to last date of submission of bid.
Clause 1 (i) Time allowed for submission of Performance Guarantee, programme chart (Time and Progress) and applicable labour licenses, registration with EPFO, ESIC and BOCW Welfare Board or proof of applying thereof from the date of issue of letter of acceptance.	7 days
(ii) Maximum allowable extension beyond the period provided in (i) above.	3 days with late fee @ 0.1% per day of Performance Guarantee amount
Clause 2: Authority for fixing compensation under clause 2	Registrar
Clause 2A: Whether Clause 2A shall be applicable	No
Clause 5: Number of days from the date of issue of letter of acceptance for reckoning date of start Time allowed for execution of work.	10 days 60 Days.
Authority to give fair and reasonable extension of time for completion of work	Registrar SAMEER
Clause 6A: Whether clause 6A shall be applicable	YES
Clause 7: Gross value of 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.	Half the average monthly value of contract. <i>(The contactor shall have no claim for payments below this amount. However, Engineer-in-charge may at his discretion allow payment for lesser amount.)</i>
Clause 10:	Reinforcement steel to be used in the work shall have to be procured as below:- (a) CTD bars manufactured by secondary producers. (b) TMT bars manufactured by secondary producers.
Clause 11: Specifications to be followed for execution of work:	CPWD specifications 2009 with up-to-date correction slips.
TYPE OF WORK	Maintenance Work
12.2.& 12.3 Deviation limit beyond which clauses 12.2 & 12.3 shall apply for super structure work.	50% (Fifty Percent)
12.5 (i) Deviation limit beyond which clause 12.2 and 12.3 shall apply for foundation work(except earth work)	
(ii) Deviation limit beyond which clauses 12.2 & 12.3 shall apply for item in earth work subhead of DSR or related items.	100% (Hundred percent) However over all completion cost of agreement shall not exceed 1.25 times of tendered amount.
Clause 16 Competent Authority for deciding	Registrar SAMEER

reduced rates.	
Clause 18 List of mandatory machinery tools and plans to be deployed by contractor at site	No special machinery required (If required shall be arranged by the contractor.
Clause 31/31A	Water shall be arranged by the Contractor. / Water will be made available at one point and contractor has to tap it from this point to the desired location. 1 % will be deducted for water consuming items.
Clause 36(i)	
(i) More than Rs. 5 Lakhs but less than Rs. 10 Lakhs.	Recognised Diploma Holder in Civil Engineering.
(ii) More than Rs. 5 Lakhs but less than Rs. 30 Lakhs.	Graduate Civil Engineer or Retired AE (Civil) possessing at least Recognised Diploma in Civil Engineering.
Assistant Engineers retired from Government services that are holding Diploma will be treated at par with Graduate Engineers. Diploma holder with minimum 10 year 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.	
Clause 42: (i) Schedules/ statement for determining theoretical quantity of cement & bitumen on the basis of Delhi Schedule of Rates 2016 printed by C.P.W.D. with upto date correction slips till last date of submission of bid.	
(ii) Variations permissible on theoretical quantities	
(a) Cement	
(i) for works with estimated cost put to tender not more than Rs. 5 Lakhs	3% minus
(b) for works with estimated cost put to tender more than Rs. 5 Lakhs	2% minus
(c) Steel reinforcement and structural steel sections for each diameter, section and category.	2% minus
All other materials.	Nil
Recovery rates for quantities beyond permissible variation will be as per the DSR 2016 with index as stated elsewhere.	

Signature of contractor
Telephone number Office: -
Place&Date

Name of contractor: -.....
Complete Address: -

GENERAL GUIDELINES

1. This book of "General Conditions of Contract" is applicable to both types of tenders i.e." Percentage rate tenders and Item rate tenders". Accordingly, alternative provisions for conditions Nos. 4, 10 & 12 of the General Rules and Directions are given in this book. The appropriate alternatives will be applicable in specific cases depending on whether this is used for percentage rate tender (CPWD-7) or item rate tender (CPWD-8).
2. CPWD-6, Schedules A to F, special conditions/specifications and drawings only will be issued to intending bidders. The standard form will not be issued along with the Tender Documents but the same shall form part of the agreement to be drawn and signed by both parties after acceptance of tender.
3. All blanks are confined to Notice Inviting Tender (CPWD-6) and Schedules A to F.
4. Authority approving the Notice Inviting Tenders (NIT) shall fill up all the blanks in CPWD-6 and in Schedules B to F before issue of Tender Papers.
5. The intending bidders will quote their rates in Schedule A.
6. The proforma for registers and Schedules A to F are only for information and guidance. These are not to be filled in the Standard Form. The Schedules with all blanks, duly filled, shall be separately issued to all intending tenderers.

Additional directions:

1. The book of "General Conditions of Contract" is applicable to both types of tenders i.e. "Percentage rate tenders and item rate tenders". Accordingly alternative provisions for condition Nos.4, 10 & 12 of the General Rules and Directions are given in this book. The appropriate alternatives will be applicable in specific cases depending on whether this is used for percentage rate tender (CPWD W-7) or item rate tender (CPWD W-8).
2. CPWD W-6, abridged form CPWD W-7/8, Schedules A to F, special conditions / specifications and drawings will be issued to intending bidders only. The standard form will not be issued along with the Tender Documents but the same shall form part of the agreement to be drawn and signed by the both parties after acceptance of tender.
3. All blanks are confined to Notice Inviting Tender (CPWD W-6) and Schedules A to F.
4. The intending bidders will quote their rates in schedule A.
5. The proforma for registers and schedules A to F are only for information and guidance. These are not to be filled in the Standard Form. The Schedule with all blanks, duly filled, shall be separately issued to all intending tenderers.

It is to certify that I have read the above directives and fully understood the requirements and filling instructions.

Signature of contractor

Telephone number Office: -

Place&Date

Name of contractor: -.....

Complete Address: -

Name of Work: - Leakage arresting and Chajja repairs with PMM (POLYMER MODIFIED MORTAR) and joint repairs of dead wall of main lab Bldg.

NIT No:- SMR/MANT/GN030/2019I/PT

GENERAL CONDITIONS

- 1.0 The work has to be carried out at Mumbai/Navi Mumbai.
- 2.0 The work in general shall be carried out in accordance with the CPWD Specifications 2009 Vol. I & II with up-to-date correction slips.
- 3.0 The order of preference in case of any discrepancy as indicated in condition no. 8.1 under "Conditions of Contract" given in the Standard CPWD Contract form may be read as the following:
 - a) Description of item as per Schedule of Quantities
 - b) Additional specifications, Particular specifications and special conditions for civil and road works.
 - c) General conditions for this works.
 - d) Contract Clauses of General conditions of contract for CPWD Works 2014.
 - e) CPWD Specifications for civil works.
 - f) Indian Standard Specifications of BIS
 - g) Sound engineering practice as per directions of the Engineer-in-Charge.
 - h) Manufacturer's specifications.

A reference made to any Indian Standard Specifications in these documents, shall imply reference to the latest version of that standard, including such revisions/ amendments as issued by the Bureau of Indian Standards upto last date of receipt of bids. The contractor shall keep at his own cost all such publications of relevant Indian Standards applicable to the work at site.
- 4.0 The sample of all the items shall have to be got approved by the contractor from Engineer-in-charge before the supply is commenced.
- 5.0 The contractor shall, if required, furnish the manufacturer's certificate that the materials supplied satisfy the requirements of the relevant specifications.
- 6.0 All the materials brought to the site by the contractor for use in the work as well as fabricated work shall be subject to the inspection and approval by the Engineer-in-charge. The contractor shall be required as directed by the Engineer-in-charge to get necessary tests carried out on materials and works. The samples of the materials shall be provided free of cost by the contractor. All other incidental expenditure to be incurred for testing of samples e.g. Packaging, sealing, transportation, loading, unloading etc. except testing charges for conducting tests as per specification, shall be borne by the contractor.
- 7.0 In case any material is rejected by the Engineer-in-charge, the same shall be removed from the site within 48 hours, failing which the same shall be got removed by the Engineer-in-charge at risk and cost of contractor.
- 8.0 Royalty, Octoroi, Terminal Tax or any other taxes/charges etc. at prevalent rates shall have to be paid by the contractor himself and the rates quoted by him shall include these duties and nothing extra on this account shall be payable.
- 9.0 The contractor shall take all safety precautions to avoid accidents by exhibiting caution boards, red flags, red lights and by providing necessary barriers barricading at his own cost and all other measures required from time to time. The contractor shall be responsible for all damages and accidents due to negligence on his part.
- 10.0 The contractor shall give due notices to Municipality, Police and / or other authorities that may be required under the law/ rules under force and obtain all requisite permissions/licenses for temporary obstructions/ enclosures and pay all charges which may be leviable on account of his execution of the work under the agreement. Nothing extra shall be payable on this account.
- 11.0 All materials shall be got checked by the Engineer-in-Charge on receipt of the same at site before use.
- 12.0 The contractor shall carry out his work, so as not to interfere with or hinder the progress or completion of the work being performed by other contractor (s) or by the Engineer-in-Charge and shall as far as possible arrange his work and shall place and dispose off the materials being

- used or removed, so as not to interfere with the operations of other contractors, or he shall arrange his work with that of the others in an acceptable and coordinated manner and shall perform it in proper sequence to the complete satisfaction of Engineer-in-Charge.
- 13.0 The contractor shall give the Engineer-in-charge on the 4th day of each month, a progress report of the work done during the previous month. The progress of work will be reviewed periodically by the Engineer-in charge with the contractor and shortfalls, if any, sorted out. The contractor shall there upon take such action as may be necessary to bring back his work to schedule without any additional cost to the department.
- 14.0 The contractor shall arrange carrying out of all tests required under the agreement through the laboratory as approved by the Engineer-in-Charge and shall bear all to and for carriage charges in connection therewith. The cost of tests shall be borne by the contractor/department in the manner indicated below: -
- a) By the contractor, if the results show that the material do not conform to CPWD specifications/ relevant BIS code as the case may be.
 - b) By the department, if the results show that the material conforms to CPWD specifications/relevant BIS codes in case the tests are carried out in an independent laboratory/CPWD laboratory and not in the laboratory established at the site by the contractor. All the charges incurred for testing in the site laboratory shall be borne by the contractor only.
- 15.0 The contractor shall prepare an integrated program chart with mile stones of completion of whole work except day to day maintenance. The program chart should include the following: -
- a) Descriptive note explaining sequence of various activities.
 - b) Network (PERT/CPM / BAR CHART) in MS Projects or any other approved program by the Engineer-in-charge.
 - c) Program for procurement of materials by the contractor.
 - d) Program of procurement of machinery/ equipments having adequate capacity, commensurate with the quantum of work to be done within the stipulated period, by the contractor.
 - e) If at any time it appears to the Engineer-in-Charge that the actual progress of the work does not conform to the approved program referred above, the contractor shall produce a revised program showing the modifications to the approved program to ensure completion of the work within the stipulated time for completion.
- 16.0 The submission for approval by the Engineer-in-Charge of such program or the furnishing of such particulars shall not relieve the contractor of any or his duties or responsibilities under the contract. This is without prejudice to the right of the Engineer-in-Charge to take action against contractor as per terms and conditions of the agreement
- 17.0 The contractor shall quote his rates considering the specifications; terms & conditions and particular specifications and special conditions etc., and nothing extra shall be payable whatsoever unless otherwise specified.
- 18.0 The contractor shall be responsible for coordinating the activities of all works and essential progress of works as per milestone and laid down program.
- 19.0 The contractor shall be responsible for the watch and ward of the site/ property/ material provided by him against pilferage and breakage during the period of execution and thereafter till the work is physically handed over to the department.
- 20.0 Samples of all building materials, fittings and other materials/ articles required for execution of the work shall be got approved from the Engineer-in-Charge. Materials/ articles manufactured by the Firms of repute as indicated in bid documents and approved by the Engineer-in-Charge shall only be used. Materials/ articles classified, as "First Quality" by the manufacturer shall only be used. 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.
- 21.0 The contractor shall be required to produce samples of all materials i/c material like sand, stone aggregates & bricks etc. to be arranged and procured by him sufficiently in advance to obtain approval of the Engineer-in-Charge. Subsequently the materials to be used in the actual execution of the work shall be strictly of the same quality of the samples approved. In case of variation in the quality, such materials shall be liable to rejection. The rejected material shall

- be immediately removed from the site of work by the contractor at his own cost. If the contractor fails to remove the rejected material from the site within 48 hours of their rejection by the Engineer-in-Charge. No claim financially or otherwise shall be entertained on account of any rejection whatsoever.
- 22.0 The contractor shall ensure quality construction in a planned and time bound manner. Any sub-standard material or work beyond set out tolerance limits shall be summarily rejected by the Engineer-in-Charge.
- 23.0 The contractor shall require to make a sample mock up each for up gradation works for approval of Engineer in charge.
- 24.0 Even ISI marked materials 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/material. Whenever ISI marked materials are brought to the site of work; the contractor shall, if required by the Engineer-in-Charge, furnish manufacturer's test certificate to establish that the material procured by the contractor for incorporation in the work satisfy the provisions of IS Codes relevant to the material and/or the work done.
- 25.0 The contractor shall make his own arrangement of water including boring of tube-wells required for execution of work and nothing extra shall be paid for the same. The water used shall conform to the requirements as laid down in IS: 456-2000. The contractor shall obtain necessary permission from Central Ground Water Board of Govt. of India before actually starting the boring work for a tube well. Nothing shall be paid extra on this account.
- 26.0 The day to day receipt and issue accounts of different brands of cement shall be maintained separately in the standard performa by the Engineer-in-charge of the work and which shall be duly signed by the contractor or his authorized representative.
- 27.0 The contractor should maintain the registers for cement, paint, water proofing compound and other materials as required by the Engineer-in-Charge and these should be signed by the contractor or his authorized agent and the representative of the Engineer-in-Charge
- 28.0 The contractor shall make his own arrangements for temporary electric connection, if required and make necessary payment including electric charges for its use direct to the authority concerned. The department will not at all be responsible for making arrangements in these regards. The department will provide all possible assistance by way of reasonable recommendation for obtaining electric connection to the concerned authorities but bears no responsibility for the same. In case local body fails to sanction/provide the electric connection or delays it, the contractor shall make his own arrangement by providing diesel generators of adequate capacity at his own cost.
- 29.0 The contractor shall take all necessary precautions to prevent any nuisance or inconvenience to the owners, tenants or occupants of adjacent properties and to the public in general and to prevent any damage to such properties and any pollution of smoke, noise, streams and waterways. He shall make good at his cost and to the satisfaction of the Engineer-in-Charge, any damage to roads, paths, cross drainage works or public or private property whatsoever caused thereon by the contractor. All waste or superfluous materials shall be carried away by the contractor without any reservation entirely to the satisfaction of the Engineer-in-Charge.
- 30.0 The rates quoted by the contractor are deemed to be inclusive of site clearance, setting out work, profile, establishment of reference bench mark, spot levels, construction of all safety and protection devices, barriers, preparatory works, working during monsoon, working at all depths, heights and locations etc. unless specified in the schedule of quantities
- 31.0 No inflammable materials including P.O.L. shall generally be allowed to be stored at site. However, reasonable quantity may be permitted for storage subject to the compliance of all rules/ instructions issued by the competent authorities and as per the direction of Engineer-in-Charge.
- 32.0 Movement of labour and traffic at site
- 32.1 In the event of any restrictions being imposed by the Security agency, CPWD, Traffic Police or any other authority having jurisdiction in the area on the working or movement of labour /material, the contractor shall strictly follow such restrictions and nothing extra shall be payable to the contractor on this account. The loss of time on this account, if any, shall have to be made up by generating additional resources etc. General Security restrictions are given as under:

- a) The movement of trucks and vehicles shall be regulated in accordance with rules and regulations as approved by competent authority.
 - b) The contractor shall inform, in advance, the truck registration numbers, ownerships of the trucks, names and addresses of the drivers for necessary action by the Security agency.
 - c) Labour huts /stay of workmen will not be allowed at site.
 - d) Names and addresses of labour/ staff etc. working at site shall be furnished for security verification.
 - e) The labour / staff should not be changed too frequently once the verification of the character and antecedents is done.
 - f) After verification of antecedents of workers, identification badges will be issued to them by the contractor under the seal of the Engineer-in-Charge or his representative. The cost of badges would be borne by the contractor.
 - g) As and when there will be security requirements, certain additional restriction (s) can be imposed as per the requirement of the situation.
 - h) No claim whatsoever will be entertained by the department on account of any restriction (s) imposed by the security agencies in execution of work including temporary suspension of work due to V V I P movements.
 - i) The contractor shall be responsible for behaviour and conduct of his labour. No labour with doubtful integrity or having a bad record shall be engaged by the contractor.
- 33.0 The contractor shall have to engage well experienced skilled labour and deploy modern T&P and other equipments to execute the work. Many items like stone masonry & stone cladding work, stone flooring & other specialized flooring work, wood work, aluminium work, separation joints will specifically require engagement of skilled workers having experience particularly in execution of such items.
- 34.0 No payment shall be made for any damage caused by rain, snowfall, flood or any other natural calamity, whatsoever during the execution of the work. The contractor shall be fully responsible for any damage to the government property and work for which the payment has been advanced to him under the contract and he shall make good the same at his risk and cost.
- 35.0 Environmental Management Action Plan The contractor is required to abide the following instructions of environmental management action plan.
- 35.1 Pre-construction stage
- 35.1.1 All vehicles, equipment and machinery to be procured for construction will confirm to the relevant Bureau of India Standard (BIS) norms.
- 35.1.2 Emission from the vehicles must conform to environmental norms.
- 35.1.3 Sprinkling of water can mitigate dust produce from the vehicular movement and other site activities.
- 36.0 Construction of bins for disposal of waste
- 36.1 The pre-identified dump locations will be a part of solid waste management plan to be prepared by the contractor in consultation with Engineer-in-Charge.
- 36.2 Contractor will get approved the location of disposal site prior to commencement of the excavation on any section of the project location.
- 36.3 Contractor will ensure that any spoils of material will not be disposed off in any municipality solid waste collection bins.
- 37.0 Pollution
- 37.1 Water Pollution
- a) The Contractor will take all precautionary measures to prevent the waste water during construction to accumulate anywhere.
 - b) The wastewater arising from the project is to be disposed off in the manner that is acceptable to the Engineer-in-charge and conforming to Delhi Pollution Control committee norms.
- 37.2 Air and Noise Pollution
- a) Contractor will use dust screens and sprinkle water around the construction site to arrest spreading of dust in the air and surrounding areas.
 - b) Contractor will ensure that all vehicles, equipment and machinery used for construction are regularly maintained and confirm that emission levels comply with environmental emission standards/norms.

- c For controlling the noise from Vehicles, Plants and Equipments, the Contractor will conform the following:
 - d All vehicles and equipment used in construction will be fitted with exhaust silencers. e Servicing of all construction vehicles and machinery will be done regularly and during routine servicing operations, the effectiveness of exhaust silencers will be checked and if found defective will be replaced.
 - f Noise emission from compactors (rollers) front loaders, concrete mixers, cranes (movable), vibrators and saws should be less than 75 db (A).
 - g As per the Standards/Guidelines for control of Noise Pollution from Stationary Diesel Generator (DG) Sets, noise emission in db (A) from DG set (15 – 500 KVA) should be less than $94+10 \log_{10} (KVA)$. The standards also suggest construction of acoustic enclosure around the DG set and provision of proper exhaust muffler with insertion loss of minimum 25db(A) as mandatory.
- 38.0 Procurement of Construction Materials
- a All vehicles delivering construction materials to the site will be covered to avoid spillage of materials and maintain cleanliness of the roads.
 - b Wheel tyres of all vehicles used by of the contractor, or any of his sub-contractor or material suppliers will be cleaned and washed clear of all dust/mud before leaving the project premises
 - c Contractor will arrange for regular water sprinkling at least twice a day (i.e. morning, and evening) for dust suppression of the construction sites and unpaved roads used by his construction vehicles.
 - d The unloading of materials which are required to be approved by the Engineer-in-Charge, at construction site will be restricted to daytime only. For this purpose the information shall be given to the Engineer-in-Charge at least one day in advance.
- 38.1 Personnel Safety Measures for Labour
- a This shall be ensured as per the CPWD Safety Code given in “General conditions of contract for CPWD works - 2014”.
- 38.2 Risks from Electrical Equipment
- a The contractor will comply the relevant industrial electrical safety legislations.
 - b The Contractor will take adequate precautions to prevent danger from electrical equipment i.e. no material will be so stacked or placed as to cause danger or inconvenience to any person or the public.
 - c All necessary fencing and lights will be provided to protect the public.
 - d All electric machines to be used in the construction will conform to the relevant Indian Standards (IS) codes, will be free from patent defect, will be kept in good working order, will be regularly inspected and properly maintained as per IS provision and to the satisfaction of the Engineer-in-charge.
 - e The contractor will arrange for a first aid kit including an adequate supply of sterilized dressing materials and appliances to meet emergencies. He will also arrange suitable transport to take injured or sick person(s) to the nearest hospital.
 - f The contractor will provide, erect and maintain informatory/safety signs, hoardings written in English and Hindi wherever required or as suggested by the Engineer-in-charge.
- 38.3 Plantation/preservation/conservation measures
- a The contractor will take reasonable precaution to prevent his workmen and employees from removing and damaging any flora (plant/vegetation) from the project area.
 - b All fossils, coins, articles of value of antiquity, structures and other remains or things of geological or archaeological interest discovered on any project location during excavation/construction shall be the property of the Government, and shall be dealt with as per provisions of the relevant legislation. The contractor will take reasonable precaution to prevent his workmen or any other persons from removing and damaging any such article or thing. He will, immediately upon discovery thereof and before removal inform the Engineer-in-charge of such discovery and carry out the official instructions of Engineer-in-charge for dealing with the same, till then all work shall be stopped.
- 39.0 The contractor shall use double scaffolding in the work.
- 40.0 he contractor shall make at his own cost all necessary arrangements for maintaining water level, in the area where works are under execution low enough so as not to cause any harm to

the works or problems in carrying out with the execution and the rates for all items of work shall be considered as inclusive of pumping out or bailing out water, if required, for which no extra payment shall be made. This will include water coming from any source, such as rains, accumulated water, floods, leakages from sewer and water mains, sub-soil water table being high or due to any other cause whatsoever. The contractor shall make necessary provision of pumping, dredging, bailing out water coming from all above sources and excavation and other works shall be kept free of water by providing suitable system approved by Engineer-in-charge.

41.0 Cement: -

- 41.1 Every delivery of cement shall be accompanied by producer's certificate conforming that the supplied cement confirms to relevant specifications. These certificates shall be endorsed to the engineer in charge for his record.
- 41.2 The cement shall be brought at site in bulk supply as decided by the Engineer-in-charge.
- 41.3 Cement bags shall be stored in two separate godowns, one for tested cement and the other for fresh cement (under testing) constructed by the contractor at his own cost as per sketch of General conditions of contract for CPWD works-2014 with weather proof roofs and walls. The size of the cement godown is indicated in the sketch for guidance only. The actual size of godown shall be as per site requirements and as per the direction of the Engineer in charge and nothing extra shall be paid for the same. The decision of the Engineer-in-charge regarding the capacity required/needed will be final. Each godown shall be provided with a single door with two locks. The keys of one lock shall remain with Engineer-in-charge or his authorized representative and that of other lock with the authorized agent of the contractor at the site of work so that the cement is issued from godown according to the daily requirement with the knowledge of both the parties. The account of daily receipt and issue of cement shall be maintained in a register in the prescribed Proforma and signed daily by the contractor or his authorized agent in token of its correctness.
- 41.4 Samples of cement arranged by the contractor shall be taken by the Engineer-in charge and got tested in accordance with provisions of relevant BIS codes. In case test results indicate that the cement arranged by the contractor does not conform to the relevant BIS codes, the same shall stand rejected and shall be removed from the site by the contractor at his own cost within three days of written order from the Engineer-incharge to do so.
- 41.5 The actual issue and consumption of cement on work shall be regulated and proper accounts maintained as provided in clause 10 of the contract.
- 41.6 The theoretical, consumption of cement/bitumen shall be worked out as per procedure prescribed in clause 42 of the contract and shall be governed by conditions laid therein. No payment for excess consumption of cement will be allowed. However, for lesser consumption beyond permissible theoretical variation recovery shall be made in accordance with conditions of contract given in Schedule A to F of CPWD-7 without prejudice to action for acceptance of work/item at reduced rate or rejection as the case may be.
- 41.7 For non-schedule items, the decision of the Engineer-in-charge regarding theoretical quantity of cement, which should have been actually used, shall be final and binding on the contractor.
- 41.8 Cement brought to site and remaining unused after completion of work shall not be removed from site without written permission of the Engineer-in-charge.

43.0 Water:

- 43.1 The contractor shall make his own arrangement for providing water for construction and drinking purpose. Water charges shall not be recovered on account of it. Contractor shall get the water tested from any approved laboratory by the Engineer-in-charge at regular interval as per the CPWD specifications 2009 vol.-I & II). All expenses towards collection of samples, packing transportation and testing charges, etc. shall be borne by the contractor.

45.0 Other Conditions:-

- 1. The contractor shall not store/dump construction materials 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 materials 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 purpose/or are carrying construction materials like cement, sand and other allied material are fully covered. The contractor shall take every necessary precautions that the vehicles 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 contraction 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 materials 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 wet 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 use cleaner fuel.
11. The contractor shall ensure that all 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 case 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 materials 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.

Signature of contractor
 Telephone number Office: -
 Place&Date

Name of contractor: -.....
 Complete Address: -

ADDITIONAL CONDITIONS

1. In case there is any discrepancy between English Version and corresponding Hindi version, if provided, then the provisions in English Version will prevail.
2. Wherever any reference to any Indian Standard Specifications/ International standard occurs in the documents relating to this contract, the same shall be inclusive of all amendments issued there-to or revisions thereof, if any, up to the date of receipt of tenders.
3. Samples for particular items of work shall be prepared, where so specifically desired by Engineer-in-charge, for prior approval of the Engineer-in-charge, before taking up the same on mass scale and nothing shall be payable on this account.
4. Wherever desired by Engineer-in-charge, the contractor shall also construct a sample unit complete in all respect within time specified by the Engineer-in-charge & this sample unit shall be got approved from the Engineer-in-charge before mass construction is taken up. No extra claim, whatsoever beyond the payment due at agreement rates, will be entertained to the contractor on this account.
5. The contractor shall take instructions from the Engineer-in-charge for stacking of materials at site. No excavated earth or building materials shall be stacked on areas where the buildings, roads, services or compound walls or any other structure are to be constructed.
6. If as per municipal rules, or due to any other restrictions, the huts for labourers are not to be erected at the site of work by the contractors, then the contractors shall provide such accommodation at such locations as are acceptable to local bodies, or contractor shall make his own alternative arrangement for stay of labourers outside the site of work, for which nothing extra shall be payable.
7. Unless otherwise specifically provided in the Schedule of quantities, the rates tendered by the contractor shall be all inclusive and shall apply to all heights, lifts, leads and depths of the building and nothing extra quoted rates in agreement shall be payable to him on this account. However, payment for centering, shuttering, if required to be done for floor heights greater than 3.5m, shall be admissible at rates arrived at, in accordance with clause 12 of the agreement, if not already specified otherwise.
8. The working drawings appearing at para 8.1(iii) of conditions of contract in the form CPWD-7/8, shall mean to include both architectural and structural drawings respectively. The structural and architectural drawings shall be properly correlated before executing the work. In case of any difference noticed between architectural and structural drawings, final decision, in writing of the Engineer-in-charge shall be obtained by the contractor before proceeding further.
9. If ISI marked products are available, the contractor shall use only ISI marked products. In other cases, the materials shall conform to CPWD specifications. In case a materials/product is neither covered by ISI nor by CPWD specification, the work shall be carried out as per sound engineering practice, in such case, the decisions of the Engineer-in-charge shall be final & binding. In such cases Engineer-in-charge shall satisfy himself about the quality of such materials and give his approval in writing. Only articles classified as first quality by the manufacturers shall be used, unless otherwise specified. All materials not bearing ISI mark shall be tested as per relevant ISI specifications. The Engineer-in-charge may relax the condition regarding testing if the quantity of the materials required for the work is small. In all cases of use of ISI marked materials, proper proof of procurement of materials from authentic manufacturers shall be provided by the contractor to the entire satisfaction of Engineer-in-charge.
10. Some restrictions may be imposed by the security staff etc. on the working and for movement of labour, materials etc. The contractor shall be bound to follow all such restriction / instructions and nothing extra shall be payable on this account.
11. Other agencies doing works related with this project will also simultaneously execute the work and the contractor shall afford necessary facilities for the same. The contractor shall leave such necessary holes, opening etc., for laying/burying in the work pipes, cables, conduits, clamps, boxes and hooks for fan clamps etc. as may be required for other agencies. Conduits for electrical wiring/cables will be laid in such a way that they leave enough space for concreting and do not adversely affect the structural members. Nothing extra over the

- agreement rates shall be paid for the same. The contractor shall extend necessary co-operation to other such agencies without any claim on this account.
12. Stacking of materials and excavated earth including its disposal shall be done as per the directions of the Engineer-in-Charge. Double handling of materials or excavated earth, if required, shall have to be done by the contractor at his own cost.
 13. No claim for idle establishment & labour, machinery & equipments, tools & plants and the like, for any reason whatsoever, shall be admissible during the execution of work as well as after its completion.
 14. (a) The building work will be carried out in the manner complying in all respect with the requirements of relevant bylaws of the local body under the jurisdiction of which the work is to be executed or as directed by the Engineer-in-charge and nothing extra will be paid on this account.
(b) The work of water supply, internal sanitary installations and the drainage work etc may required to be carried out as per local Municipal Corporation or such local body-Bylaws and the contractor in such cases shall produce necessary completion certificate from such authorities after completion of the work.
 15. The contractor shall give a performance test of the entire installation(s), as per standing specifications, before the work is finally accepted and nothing extra whatsoever shall be payable to the contractor for the test.
 16. The work pertaining to the items of internal finishing should be started in consultation and with prior approval of Engineer-in-Charge as soon as the structure of two floors is completed.
 17. Any damage to work resulting from weathering conditions, defacing or from any other cause such as negligent act on the part of contractor, until the work is taken over by the Department after completion of work, shall be made good by the contractor at his own cost .
 18. Dismantling of cement concrete floors inside the quarters shall be done with the help of mechanized vibratory hammer, drills etc. The work shall be carried out in such a way that there should be least disturbance to the adjoining allottees and work should be completed within least possible time. The contractor must ensure that there should be no damage to the supporting RCC members.
 19. TESTING OF MATERIALS
(a) Samples of various materials required for testing shall be provided free of cost by the contractor. Testing charges, if any, shall be borne by the department provided the sample passes the test, otherwise it shall be borne by the contractor. All other expenditures required to be incurred for taking the samples; conveyance, packing etc. shall be borne by the contractor himself. (This supersedes provision of clause 10A of General Conditions of Contract for CPWD works (CPWD-8)
(b) The contractor shall produce all the materials in advance so that there is sufficient time for testing and approval of the materials and clearance before use in work . The The Engineer in charge shall be at liberty to test representative sample(s) of each item of schedule of quantity in any approved laboratory as decided by him. The sample of testing shall be provided by the contractor free of cost. Any expenditure required to be incurred for taking sample, conveyance and packing shall be borne by the contractor. In case of any sample of particular lot fails in testing the contractor shall be bound to replace the entire lot with fresh material of prescribed specifications. The rejected lot shall be returned to the contractor only after fresh lot is supplied. Testing charge in respect of failed sample will be recovered from the contractor.
(c) 20% and pending testing of balance 3 cubes for 28 days as final confirmatory acceptance tests, crushed samples of cement concrete from the failed 7 days cubes should be preserved in a sealed bag .
(d) In case of concrete and reinforced concrete work, the contractor shall be required to make arrangement for carrying out crushing strength tests at his own cost . He shall render all assistance for the preparation of cubes, safe custody of the same, proper curing and carriage upto the laboratory where the test is to be performed. The cube test can be performed at any laboratory approved by the Engineer-in-charge.

20. No labour huts shall be allowed inside the campus of above said work. The contractor shall arrange for the stay of labour outside the campus including transport and nothing extra shall be payable on the account.
21. The work is required to be executed in odd hours and the agency shall plan the work to be carried out accordingly. There may be some restrictions on free movement of labourers at site and restriction of working hours and the agency shall consider this fact while quoting the rates and executing the work. Photo passes if any required for worker shall be responsibility of the contractor.
22. Existing drains, pipes, cables, overheads wires, sewer lines and water lines and similar services encountered in the course of the execution of the work shall be protected against the damage by the contractor at his expenses. 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.
23. Malba received from site shall be removed to designated site (fixed by Engineer in charge) on same day, otherwise it will be removed and a penalty of Rs. 500/- shall be imposed on the contractor for each day of default
24. If the material as instructed is not brought to the site within 7 days from the date of start of work, Earnest money shall be forfeited by Engineer in charge or his authorized representative by giving notice through site order book.
25. Before dismantling the structure / item the contractor shall bring the entire material required for particular job at site after getting the sample approved from the Engineer in charge.
26. The Engineer employed by the contractor must attend the office of in charge daily and note any instructions given on site order book.
27. For mixing of mortar, M.S. sheet must be used over the brick platform. Mortar should not be mixed on road or floor or on garden. In case mortar / concrete is mixed on floor or on road etc., a recovery of Rs. 1000/- shall be made for each default. Malba should not be dumped over green grass / plants.
28. Splashes on the floors, walls, glasses & other places must be removed after completion of work. Glass panes must be cleaned after completion of works. In the event of failure to clean splashes the work of cleaning will be got done at the risk and cost of the agency.
29. Due to restriction of driving slow moving vehicle / hand driven rickshaw in NDMC areas, it is required that contractor should not operate the hand driven rickshaw. Contractor has to make his own arrangement of desired transportation & nothing extra shall be payable on this account.
30. Before starting the work the contractor shall chalk out a programme in consultation with Engineer in charge so as to inform the occupants in advance. The contractor shall have to adhere this programme, failing which he shall be held responsible for any inconvenience caused to the occupants. In order to ensure that the work is carried out according to the programme drawn up, the contractor shall ensure adequate supply of the material and employ required labour strength for execution of work. In case contractor fails to arrange / employ adequate labour and stick to the programme, the Engineer in charge may supplement the labour at the risk and cost of the contractor after issue of one day's notice to the contractor through site order book. No claim for idle labour shall be entertained. The contractor shall put his representative daily on site of work. His name & signature shall be attested by the contractor on the record for the department.
31. The contractor shall prepare one sample of all items which should be got approved from the Engineer in charge. Only after acceptance of sample work, contractor will be allowed to commence the work and sample is to be preserved by contractor till the whole work is completed. The quality of work should confirm to the approved samples.
32. The contractor should note that the items of work in any room shall be undertaken at one time; one after the other and completed at one stretch in reasonable time allotted for the same by Engineer in charge and got noted by the Junior Engineer in charge. Any item left over in any building will be got done at his risk and cost without any further notice (other than one entry in the site order book) to the contractor after one day from the date of entry in the site order book
33. No T&P shall be supplied by the department.

34. Any damage done to the existing structure shall be made good by the contractor at his own risk and cost
35. The contractor shall be responsible for behavior and conduct of his worker. No worker with doubtful integrity or having a bad record shall be engaged by the contractor.
36. The labour welfare fund / cess @1% of gross work done shall be deducted.
37. The contractors are advised to get acquainted with the proposed work and its site and also study the Architectural Drawings, specifications and special conditions carefully before tendering. No claim of any sort shall be entertained on account of any site conditions and ignorance of specifications and special conditions.
38. The proposed work is a prestigious project and quality of work is of paramount importance. Contractor shall have to engage well-experienced skilled labour and deploy modern T&P and other equipment to execute the work.
39. The contractor shall make his own arrangements for electricity and water required for the execution of the work and nothing extra shall be paid for the same. However, for electrical connection, Engineer-in-Charge shall recommend the application to concerned authority for Electrical connection if required. Necessary payment shall be made by the contractor directly to the department concerned. In case the concerned authority fails to sanction the electric connection or delays the sanction of electric connection, the contractor shall make his own arrangements by providing diesel generators of adequate capacity at his own cost.
40. For water supply, contractor shall make his own arrangement including boring of tube well, if necessary, and nothing extra shall be paid by the Department for arrangement of water or on its treatment as per requirements laid down in IS : 456 / 2000.
41. The rates for all items of work shall, unless clearly specified otherwise, include cost of all labour, material, tools and plants and other inputs involved in the execution of the item and nothing extra shall be payable on this account.
42. The contractor(s) shall quote all-inclusive rates against the items in the schedule of quantities and nothing extra shall be payable for any of the conditions and specifications mentioned in the tender documents unless specifically mentioned otherwise.
43. No accommodation is available at the site of work. The lab our huts shall not be erected on the plot and the Contractor shall make his own arrangements to provide such accommodation as per the rules of the local bodies. He shall make his own arrangements for stores, field office etc. Before tendering, he shall visit the site and assess the manner in which he is able to arrange the above facilities. The Engineer-in- Charge shall in no way be responsible for any delay on this account and no claim, whatsoever, on this account shall be entertained. Nothing extra shall be payable on this account.
44. The work shall be executed and measured as per metric dimensions given in the schedule of quantities, drawings etc. (FPS units wherever indicated are for guidelines only).
45. Even ISI marked materials 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/ material. Whenever ISI marked materials are brought to the site of work; the contractor shall, if required by the Engineer-in-Charge, furnish manufacturer's test certificate to establish that the material procured by the contractor for incorporation in the work satisfy the provisions of IS Codes relevant to the material and/or the work done.
46. The Contractors will associate himself with specialized electrical contractor.
47. The contractor shall take all precautions to avoid accidents by exhibiting caution boards, red flags, red lights and providing necessary barriers and all other measures required from time to time. The contractor shall be responsible for all damages and accidents due to negligence on his part.
48. The Contractor shall assume all liability, financial or otherwise in connection with this contract and shall protect and indemnify the Department from any and all damages and claims that may arise on any account. The Contractor shall indemnify the Department against all claims in respect of patent rights, royalties, design, trademarks of name or other protected rights, damages to adjacent buildings, roads or members of public, in course of execution of work or any other reasons whatsoever, and shall himself defend all actions arising from such claims and shall indemnify the Department in all respect from such actions, costs and expenses. Nothing extra shall be payable on this account.

49. Any of the item (whole or part) supplied under this contract may be subjected to test on site or sent to laboratory at the discretion of the engineer-in-charge. If the test result is not as per the standard requirements, the entire lot will be rejected and the contractor will remove the whole lot.
50. The contractor will bear the cost of sample, transportation to the lab, testing fees and any other incidental charges, if the sample fails.
51. Minor variations (up to $\pm 2\%$) in the dimensions of items manufactured by approved brands, may be accepted. However, the decision of the Engineer-in-Charge, in this regard will be final and binding on the contractor.
52. For mixing of mortar, M.S. sheet must be used over the brick platform. Mortar should not be mixed on road or floor or on garden. In case mortar / concrete is mixed on floor or on road etc., a recovery of Rs. 1000/- shall be made for each default. Malba should not be dumped over green grass / plants.
53. No Claim for Market Rate on extra items shall be payable unless the items and market rates are approved before execution by the competent authority.
54. The finishing/Painting of surface will be done by Roller/Brush to get even and smooth surface as per direction of Engineer-in-charge

Signature of contractor
Telephone number Office: -
Place&Date

Name of contractor: -.....
Complete Address: -

Schedule A

Sr.No	Description of Item	Quantity	Rate	Unit	Amount
1	Chipping following thickness of unsound/weak concrete, screed with brick bat material from slabs, chajjas etc. with manual Chisel and/ or by standard power driven percussion type or of approved make including cleaning the exposed concrete surface and reinforcement with wire brushes etc. and disposal of debris for all lead up 500 mts by head load and lifts all complete as per direction of Engineer-In-Charge				
A	50mm average thickness	378		Sqm	
B	25 mm average thickness	243		Sqm	
C	Dismantling old plaster or skirting raking out joints and cleaning the surface for plaster including disposal of rubbish to the dumping ground within 50 meters lead.	162		Sqm	
2	Cleaning of reinforcement from rust from the reinforcing bars to give it a total rust free steel surface by using alkaline chemical rust remover of approved make with paint brush and removing loose particles after 4 hours of its application with wire brush and thoroughly washing with water and allowing it to dry, all complete as per direction of Engineer-In-Charge.				
A	Bars upto 12 mm diameter	850.5		Meter	
3	Providing, mixing and applying SBR Polymer (@10% of cement weight) modified cementitious bond coat @2.2 kg cement per sqm of surface area mixed with specified proportion of approved polymer bonding coat of approved adhesive on chipped portion of RCC as per specifications and direction of Engineer-In-charge complete in all respect.	621		Sqm	
4	Providing, mixing and applying 25 mm average thickness in 2 layers SBR polymer (of approved make) modified Cement mortar in proportion of 1:4 (1 cement: 4 graded coarse sand with polymer minimum 2% by wt. of cement used) as per specifications and directions of Engineer-in-charge. Note: Measurement and payment: The pre-measurement of thickness shall be done just after the surface preparation is completed and Payment under this item shall be made only after proper wet curing has been done and surface has been satisfactorily evaluated by sounding / tapping with a blunt metal instrument and/or the 75mm size cube crushing strength at the end of 28 days to be not less than 30 N/ mm ²).	243		Sqm	
5	Providing and inserting 12mm dia galvanised steel injection nipple in honey comb area and along crack line including drilling of holes of required diameter (20mm to 30mm) up to depth from 30mm to 80mm at required spacing and making the hole & crack dust free by blowing compressed air, sealing the distance between injection nipple with adhesive chemical of approved make and allow it to cure including Providing and injecting Stirrer mixed Acrylic Polymer of approved make @ 2% of weight of cement used) modified Cement slurry made with non shrink compound cracks/honey-comb area of concrete/ masonry by suitable gun/pump at required pressure including cutting of nipples after curing etc. complete as per directions of Engineer-in-Charge.	100		Each	
6	Providing and injecting Stirrer mixed Acrylic Polymer of approved make @ 2% of weight of cement used) modified Cement slurry made with non shrink compound cracks/honey-comb area of concrete/ masonry by suitable gun/pump at required pressure including cutting of nipples after curing etc. complete as per directions of Engineer-in-Charge.	20		Kg	

7	Providing, erecting, maintaining and removing temporary protective screens made out of Wooven PVC cloth fabric with all necessary fixing arrangement to ensure that it remains in position for the work duration as required by the Engineer-in-charge. considered up to 1 kg of grout weight per injection in this item Extra qty will be paid under relavent item on the basis of actual weight of approved grout injected.)	300		Sqm	
8	Providing and laying water proofing treatment on roofs of slabs, chajjas, balcony by applying cement slurry mixed with water proofing cement compound consisting of applying:(a) after surface preparation, first layer of slurry of cement @ 0.488 kg/sqm mixed with water proofing cement compound @ 0.253 kg/sqm.(b) laying second layer of Fibre glass cloth when the first layer is still green. Overlaps of joints of fibre cloth should not be less than 10 cm.(c) third layer of 1.5 mm thickness consisting of slurry of cement @ 1.289 kg/sqm mixed with water proofing cement compound @ 0.670 kg/sqm and coarse sand @ 1.289 kg/sqm. This will be allowed to air cure for 4 hours followed by water curing for 48 hours. The entire treatment will be taken upto 30 cm on parapet wall and tucked into groove in parapet all around. including Grading roof, chajja for water proofing treatment with Cement mortar 1:3 (1 cement : 3 coarse sand)	378		Sqm	
9	Providing and fixing double scaffolding system (cup lock type) on the exterior side, up to seven story height made with 40 mm dia M.S. tube 1.5 m centre to centre, horizontal & vertical tubes joining with cup & lock system with M.S. tubes, M.S. tube challies, M.S.clamps and M.S. staircase system in the scaffolding for working platform etc. and maintaining it in a serviceable condition for the required duration as approved and removing it there after .Thescaffolding system shall be stiffened with bracings, runners,connection with the building etc wherever required for inspection of work at required locations with essential safety features for the workmen etc. complete as per directions and approval of Engineerin-charge .The elevational area of the scaffolding shall be measured for payment purpose .The payment will be made once irrespective of duration of scaffolding.	1166		Sqm	
10	Opening and treating the joint between RCC beams and columns and adjutant brick wall up to 150 mm of 230mm brick wall with 50 mm. deep forming "V" groove with cutter machine filling the "V" groove by applying priming / bond coat in proportion 1:1 (ie 1 part of polymer & one part of cement & filling & sealing the groove with polymer based cemnt mortar or with cement conncrete and finishing the face with SBR polymer (of approved make) modified Cement mortar in proportion of 1:4 (1 cement: 4 graded coarse sand with polymer minimum 2% by wt. of cement used) as per manufacturer specification or as directed by EIC including curing all as directed by EIC etc complete.	315		Meter	

11	<p>Opening the hair line cracks wherever required in Patch Lengths, forming "V" groove with cutter machine / raking out joints in external plastered surface ie between RCC Column, beams, chajjas, slab, beam junctions etc cleaning with wire brush & water & filling the "V" groove by applying priming / bond coat in proportion 1:1 (ie 1 part of polymer & one part of cement & filling & sealing the groove with crack filler of M/s. Pidilite / M/s. Roffe / M/s. Fosrock / M/s. Sunanda Speciality coatings all as per manufacturer specification or as directed by EIC including curing all as directed by EIC etc complete. Actual weight of crack filler as consumed & jointly recorded shall be measured in Kgs. & paid for. NOTE :(i) Contractor shall maintain record of day to day consumption of crack filler which shall be recorded & signed by EIC. (ii) Contractor shall provide all delivery challans for the material procured at site & get verified from EIC or his authorised representative. (iii) Nothing extra shall be paid for bond coat/ priming coat & Contractor's rate shall cater for the same.</p>	200		Meter	
12	<p>Repair to plaster of thickness 12mm to 20 mm in patches , including cutting the patch in proper shape, raking out joints and preparing plastering the wall surface with white cement based polymer modified self curing mortar, including disposal of rubbish, to the 200 mts away dumping ground including providing and fixing double scaffolding system on the exterior side, up to seven story height made with Bamboo .Thescaffolding system shall be stiffened with bracings, runners,connection with the building etc wherever required for inspection of work at required locations with essential safety features for the workmen and applying bonding coat of approved adhesive on chipped portion of RCC as per specifications and direction of Engineer-In-charge complete in all respect.etc. all complete as per the direction of Engineer-In-Charge.</p>	50		Sqm	
13	<p>Providing and laying 4.00 mm. thick EPDM Membrane Sheet for a roofing membrane.shall be fully UV stable and it can be used for fully exposed application sr with fabric insertion having cloth impression on one side. fixed with The bonding adhesive should be a synthetic rubber based solvent containing contact adhesive specially designed for fixing EPDM of either single component adhesive for membrane to substrate The bonding adhesive should be applied on to the clean and prepared substrate Before applying bonding adhesive, the materials must be stirred in the container to achieve a uniform mix with no sediment at the bottom.An overlap of 50-70 mm along the length or as specified is a must. A masking tape must be first stuck to the laid membrane. Splice adhesive should be used to adhere to the overlapped membrane portions.</p>	50		Sqm	
14	<p>Providing and applying fibre reinforced elastomeric liquid water proofing membrane with resilient acrylic polymers having Sun Reflectivity Index (SRI) of 105 on top of concrete roof in three coats @10.76 litre/ 10 sqm. One coat of self-priming of elastomeric waterproofing liquid (dilution with water in the ratio of 3:1) and two coats of undiluted elastomeric waterproofing liquid (dry film thickness of complete application/ system not less than 500 microns). The operation shall be carried out after scrapping and properly cleaning the surface to remove loose particles with wire brushes, complete in all respect as per the direction of Engineer-in-Charge.</p>	50		sqm	

	Total				
	Add GST				
	Total				
	Total				

Amount in words: _____

Signature of contractor

Civil Engineer