

TENDER DOCUMENT

TENDERNO:-CD/HQ/Residential Complex/2019/

DATED: 09 .09.2019



**GOVERNMENT OF INDIA
CENTRAL WATER COMMISSION
MINISTRY OF WATER RESOURCES, RD & GR**

**JAL AYOGBHAWAN, RAJINDER NAGAR PHASE-1,
BANTALAB, JAMMU-181123**

Name of work:-

Repair and finishing work of CWC residential complex (Type- I, Type- II, Type- III, Type- IV, Type- V) Quarter , Bantalab at Jammu

**Estimated Cost : Rs 6379000.00
Earnest Money : Rs. 127580.00**

September, 2019

**Executive Engineer
Chenab Division
Central Water Commission**

-sd-

**Executive Engineer
Chenab Division
Central Water Commission
Jal Aayog Bhawan, Rajinder Nagar,
Phase-1, Bantalab, Jammu-181123
For & on behalf of President of India**

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**GOVT OF INDIA
CENTRAL WATER COMMISSION
OFFICE OF THE EXECUTIVE ENGINEER
CHINAB DIVISION, JAMMU**

TENDERNO: CD/HQ/ Residential Complex /2019/

DATED:09.2019

NOTICE INVITING e-TENDER

Online bids are invited for and on behalf of the President of India by the Executive Engineer, Chenab Division, Central Water Commission, Jal Aayog Bhawan, Rajinder Nagar Phase-1, Bantalab, Jammu-181123 (J&K) for the work prescribed below from the registered agencies / contractors of CPWD, P&T, MES, State PWD or any other Government agencies having sufficient past experience for such type work for “Repair and finishing work of CWC residential complex (Type- I, Type- II, Type- III, Type- IV, Type- V) Quarter, Bantalab at Jammu” .**Manual bids shall not be accepted under any circumstances.**

Name of Work: “Repair and finishing work of CWC residential complex (Type- I, Type- II, Type- III, Type- IV, Type- V) Quarter, Bantalab at Jammu”

Estimated Cost:- Rs. 6379000/-

Earnest Money:- 2 % of Estimated Cost (Rs 127580/-)

Performance Guarantee:- 5% of Tendered Value

Document Download: Tender documents may be downloaded from CWC web site www.cwc.gov.in (for reference only) and CPPP site <https://eprocure.gov.in/eprocure/app> or <https://etenders.gov.in/eprocure/app> as per the schedule given in Critical Date Sheet as under.

1 Critical Date Sheet

Bid Document Publishing Date	10 Sep 2019 (05.00 PM)
Bid Document Download / Sale Start Date	10 Sep 2019 (05.00 PM)
Clarification Start Date	11 Sep 2019 (10.00 AM)
Clarification End Date	14 Sep 2019 (05.00 PM)
Pre bid meeting	16 Sep 2019 (10.00 AM)
Bid Submission Start Date	17 Sep 2019 (10.00 AM)
Bid Submission End Date	28 Sep 2019 (05.00 PM)
Submission of Original Instruments in r/o EMD in form of DD, FDR, CDR, TDR & BG and Tender Fee in the form of DD on or Before Bid Opening Date 30 Sep 2019 (10:00 AM)	

2 Bid Submission:

Bids shall be submitted online only at CPPP website: <https://eprocure.gov.in/eprocure/app> or <https://etenders.gov.in/eprocure/app>.

Tenderers/Contractor are advised to follow “Instructions to Bidder for Online Bid Submission” provided in the Annexure-II .

Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

3 Not more than one tender shall be submitted by one contractor or contractors having business relationship. Under no circumstance will father and his son(s) or other close relations who have business relationship with one another (i.e. when one or more partner(s)/director(s) are

common) be allowed to tender for the same contract as separate competitors. A breach of this condition will render the tenders of both parties liable to rejection.

- 4 Tenderer who has downloaded the tender from the CWC website www.cwc.gov.in and Central Public Procurement Portal (CPPP) website <https://eprocure.gov.in/eprocure/app>, <https://eprocure.gov.in/epublish/app> **shall not tamper/modify the tender form including downloaded price bid template in any manner.** In case if the same is found to be tampered/modified in any manner, tender will be completely rejected and EMD would be forfeited and tenderer is liable to be banned from doing business with CWC.
- 5 Intending Bidders are advised to visit this website regularly till closing date of submission to keep themselves updated as any change/ modification in the tender will be intimated through this website only by corrigendum / addendum/ amendment.
- 6 Applicant contractor must provide Demand Draft for Rs 1180/- (Rupees one thousand one hundred eighty only) towards tender document cost (to be purchased on or after publication date of this tender) in favour of Executive Engineer, Chenab Division, Central Water Commission, Bantalab, Jammu and payable at SBI, Hari Market, Jammu obtained from any Nationalized/ Scheduled Bank valid for six months with their application/downloaded tenders as the cost of tender forms/ documents. The all applicable bank charges shall be born by the applicant and he shall not have any claim what so ever on this account on Government. In case of re- tendering, the firms which has submitted the Demand Draft in earlier tenders will require to submit Demand Draft along with their tender/application in subsequent tenders also. Tender not accompanied with the cost of tender documents is liable to be rejected. However, public sectors undertaking / Government undertaking firms and MSME firms are exempted from the payment towards cost of tender documents.
- 7 Rs. 127580 .00 (Rupees one lakh twenty seven thousand five hundred eighty) only - as Earnest Money Deposit (EMD) of tender through A/C payee Demand Draft, FDR, CDR, TDR & BG obtained from any Nationalized/ Scheduled Bank in favour of the Executive Engineer, Chenab Division, CWC, Jammu payable at SBI, Hari Market, Jammu. Public sectors undertaking / Government undertaking firms and MSME firms are exempted from EMD payment.
- 8 The Hard Copy of original instruments in respect of cost of tender document, earnest money must be delivered in the O/o the Executive Engineer, Chenab Division, Central Water Commission, Bantalab, Jammu on or before bid opening date/time as mentioned in critical date sheet.
- 9 Tenderer shall likely to be rejected for non-submission of original payment instrument like DD, FDR, CDR, TDR & BG against the earnest money for bid on or before bid opening date/time as mentioned in critical date sheet. Public sectors undertaking / Government undertaking firms and MSME firms are exempted from EMD payment.
- 10 The Demand Draft attached/submitted for tender fee shall be non refundable.
- 11 Bids will be opened as per date/time as mentioned in the Tender Critical Date Sheet. After online opening of Technical-Bid the results of their qualification as well Price-Bid opening will be intimated later.
- 12 **Submission of Tender**
 - The tender shall be submitted online in single stage Two Envelopes System viz., technical bid in one envelope and price bid in another envelope.
 - All the pages of bid being submitted must be signed and sequentially numbered by the

- bidder irrespective of nature of content of the documents before uploading.
- The offers submitted by Telegram/Fax/email shall not be considered. No correspondence will be entertained in this matter.

13 Technical Bid

The following documents are to be furnished by the Contractor along with Technical Bid as per the tender document:-

- Signed and Scanned copy of proof for payment of Tender Document Cost / Earnest Money Deposit /EMD & Tender fee Exemption Certificates, if applicable.
- Signed and Scanned copy Certificates i.e Registration certificate, GST NO, PAN No.
- Signed and scanned copy of valid Certificate of EPF and ESI department.
- Signed and scanned copy of similar works/supply carried out by the agency/bidder.
- Signed and Scanned Copy of Experience Certificate.
- Signed and scanned copy of audited financial details like Proof of Annual Turnover, Net Profit, and Balance Sheet etc. of last three years.
- Signed and Scanned Copy of Tender Acceptance Letter (Form-3) , tender document/RFP and also Letter of authorization to submit bid, if bid is being submitted on behalf of company.
- An undertaking (self-certificate) that the agency has not been blacklisted by a Central / State/UT Government institution and there has been no litigation with any Government Department on account of construction work and certificate of no near relative working at the Gazetted rank post in CWC, Jammu.
- Signed and Scanned Copy of Technical bid documents (As per Annexure-I).

14 Price bid

- Price bid undertaking.
- Schedule of price bid in the form of BOQ_XXXX .xls.

14(a) Price bid undertaking

From: (Full name and address of the Bidder)

To,

The Executive Engineer,
Chenab Division, CWC,
Jammu.

Dear Sir/Madam,

- I submit the Price Bid for_____ and related activities as envisaged in the Bid document.
- I have thoroughly examined and understood all the terms and conditions as contained in the Bid document, and agree to abide by them.
- I offer to work at the rates as indicated in the price Bid, inclusive of all applicable taxes.

Yours faithfully

(Signature of Authorized representative)

14 (b) Schedule of price bid in the form of BOQ_XXXX .xls:-

The Financial Proposal/Commercial bid format is provided as BoQ_XXXX.xls along with this

tender document at <https://eprocure.gov.in/eprocure/app> . **Bidders are advised to download this BoQ_XXXX.xls as it is and quote items rate in the permitted column and upload the same in the price bid. Bidder shall not tamper/modify downloaded price bid template in any manner.** In case if the same is found to be tempered/modified in any manner, tender will be completely rejected and EMD would be forfeited and tenderer is liable to be banned from doing business with CWC.

1. The rates shall be quoted in Indian Rupee only.
2. The rates will be inclusive of all taxes, fees, levies, etc. and any revision in the statutory taxes, fees, etc will be the responsibility of the Bidder.
3. In case of any discrepancy/difference in the amounts indicated in figures and words the amount in words will prevail and will be considered.
4. The quoted rates shall remain firm throughout the tenure of the contract and no revision is permissible for any reason.

-sd-
Executive Engineer
Chenab Division
Central Water Commission
Jal Aayog Bhawan, Rajinder Nagar,
Phase-1, Bantalab, Jammu-181123
For & on behalf of President of India

Instructions to Bidders

1. General:

Before submitting the tender the tenderer must ensure that it has understood the exact requirement of the Purchaser. The general instructions are as given below:-

- i. No tenderer will be allowed to amend or withdraw any terms & conditions/parts or whole/quoted prices of its tender under any circumstances after the deadline for submission of the tender.
- ii. A Bidder in the capacity of individual or sole Proprietor, Partnership Firm or Company can participate in the tender and the bidder must upload copies of the constitution of its firm such as partnership deed, Memorandum & Articles of Association etc. along with original Power of Attorney of authorized signatory. **Joint Venture firms are not permitted.**
- iii. The Purchaser has the right to accept or reject any or all the tenders, or cancel the tendering process at any stage, either in part or full, without assigning any reason.
- iv. Canvassing, soliciting, fraud practices, suppression of facts, stating wrong facts and fraudulent practice by the tenderer may lead to rejection of the tender at any stage of the work and may lead to blacklisting for all future CWC works/purchases.
- v. The tenderers are expected to understand the forms, terms, specifications and other details mentioned in the tender document.
- vi. Each tenderer is entitled to submit only one bid. The tender document is non transferable.
- vii. At any time prior to the deadline for submission of tenders, the Purchaser, for any reason, whether at its own initiative may modify the scope of work or any condition of the tendering documents by amendments and same will be communicated.
- viii. The tenderers must quote item rate keeping in mind all the terms and conditions mentioned in this document.
- ix. The valid means of communications for this tender shall be in writing, through e-mail and fax followed by confirmation by post.
- x. The Director(s) of the tendering firms having near relative working at the Gazetted rank post in CWC, Jammu is debarred from tendering. Any breach of this condition would result in the blacklisting in all future works by Central water Commission.
- xi. The tendering firm may ensure that it has no engineer of Gazetted rank, earlier employed in CWC [who has not completed two years after his retirement or leaving of services], and is in its Board of Directors. Such Firms are debarred to participate in tendering, without the prior permission of the Chairman, CWC. Such tender is liable to be rejected at any stage of work.
- xii. It is suggested that the tenderers may acquaint themselves with the requirements of the work before submitting the tender.
- xiii. No deviation in the payment terms mentioned in the tender document is permissible. If a tenderer does not explicitly agree with the payment terms mentioned in the tender document, the tender shall be rejected for non-responsiveness.
- xiv. The words 'bid' and 'bidding' has been used interchangeably with the words 'tender' and 'tendering' respectively.
- xv. For the purpose of this tender the Contract Agreement with the successful tenderer shall

comprise of:

- a. The tender form and financial bid submitted by the tenderer
- b. Tender document
- c. Amendment to the tender document;
- d. Post tender opening Correspondences
- e. Purchaser's notification of award of the contract.

2. Eligibility Criteria for the Tenderers:

- a) The Agency should be registered in India.
- b) The contractor should be registered with EPF and ESIC and have a valid Certificate of EPF and ESI department.
- c) They should have a Valid PAN No. (Copy to be enclosed).
- d) They should have a Valid GST Registration number.
- e) The Firm should have a minimum experience of five years in the field of providing similar Work(s) for Government, Public Sector Undertaking and satisfactory execution of similar works as given below:-

Three similar works, each of value not less than 40% of the estimated cost put to tender

or

Two similar works, each of value not less than 60% of the estimated cost put to tender

or

One similar work of value not less than 80% of the estimated cost put to tender. All amounts rounded off to a convenient full figure, in the last three years ending on the last day of the month previous to the one in which the tenders are invited.

“Similar Works Means:- “Building Maintenance Work/ Repair of Civil Work in Building”

- f) Average Annual financial turnover of related work during the last three years should be at least equal to the estimated cost of the tender.
- g) The Agency should not have been blacklisted by any authority. A declaration to the effect should be furnished.
- h) The Agency shall provide accurate information about litigation or arbitration resulting from contract completed or ongoing under its execution over the last three years. A consistent history of awards against the Agency may result in failure of the contract. (A declaration to the effect should be furnished).
- i) Contractors whose near relatives are in the Rank of Gazetted officer in the Central Water Commission (CWC) will not be allowed to tender for works in the respective Regional office responsible for award and execution of contract is the one where the near relative is working. For this purpose, a near relative shall mean father, mother, wife/husband, son(s), daughter(s), brother(s), sister(s). (A declaration to the effect should be furnished).
- j) No Engineer of Gazetted Rank or any other official employed in Engineering or Administrative duties in the Engineering Department of the Government of India is allowed to work in the CWC either as contractor or as employee of a contractor for a period of one year after his retirement from Government service unless he has obtained prior permission of Government of India to do so. Even after enlistment, if either the contractor or any of his employees is found to be a person who had not obtained the prior permission of Government of India as aforesaid, the Contract shall be cancelled. (A declaration to the effect should be furnished).

3. Period of Validity of bids:

Bids shall remain valid for 60 days after the date of tender opening. In exceptional circumstances, the Purchaser may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided shall also be suitably extended.

4. Earnest Money Deposit (EMD):-

EMD shall be deposited in the form of Crossed Demand Draft, CDR, FDR, TDR & BG in favour of Executive Engineer, CD, CWC, Jammu payable at Jammu. The tenders unaccompanied by the Tender Security/EMD will be rejected summarily. However, Government Departments, Public Undertakings and agency registered under MSME are exempted from furnishing EMD on submission of valid certificate in this regard.

5. The EMD will be forfeited if:

- a. If a tenderer withdraws its tender during the period of tender validity specified by the tenderer; or
- b. In case of a successful tenderer, if the tenderer fails:
 - (i) To sign the Contract within 15 days of the issue of the notification for award of the contract; or
 - (ii) To furnish the specified Performance Guarantee.

Government Departments, Public Undertakings and agency registered under NSIC or MSME are exempted from furnishing this Guarantee.

6. Refund of EMD

EMD furnished by all unsuccessful tenderers will be returned to them without any interest whatsoever, at the earliest after expiry of the final tender validity period but not later than 30 days after conclusion of the contract. EMD of the successful tenderer should be returned, without any interest whatsoever, after receipt of performance Guarantee from it as called for in the contract.

7. Performance Guarantee :

The successful bidder shall furnish Performance Guarantee Deposit at the rate 5% on the contract value within 7 days after notification of the award and it should remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the supplier, including warranty obligations.

Performance Guarantee will be refunded to the supplier without any interest, whatsoever, after it duly performs and completes the contract in all respects but not later than 60 days of completion of all such obligations under the contract.

Performance Guarantee may be furnished in the form of account payee Demand Draft, FDR, CDR, Bank Guarantee in favour of Executive Engineer, CD, CWC, Jammu payable at Jammu.

Performance Guarantee is liable to be forfeited in case successful tenderer does not fulfill contract obligations.

8. Contents of Tender Document:

The contents of the tendering documents as listed below shall be read in conjunction with any corrigendum/addenda, if issued. All the components of the tender shall be considered as a single tender document and include:

- (i) Tender Notice
- (ii) Instructions to the Tenderers
- (iii) Tender
- (iv) Acceptance
- (v) Schedules
- (vi) Schedules of Quantities
- (vii) General Condition, Additional Terms & Conditions of the Contract & Special Condition
- (viii) Particular & Specification
- (ix) List Of Approved Make/ Manufacture Make
- (x) Annexure-I (Technical Bid)
- (xi) Annexure-II (Financial Bid) uploaded with the Tender Document in form of xls. sheet.

9. Opening of Bids:

The bids shall be opened on the date and time mentioned in the Critical Date Sheet.

10 Prices

Prices quoted by the tenderer shall be fixed during the tenderer's performance of the Contract and not subject to variation on any account and shall be inclusive of all taxes, duties, octroi, transportation charges etc. The prices should be given as per the format given in price schedule.

- a. All prices should be in Indian Rupee.
- b. The amount should be written both in figures and in words.
- c. The tenderer should quote item rate for all the items mentioned in the BOQ in xls format.
- d. The bids for the works shall remain open for acceptance for a period of 60 sixty days from the date of opening of tenders. If any tenderer withdraws his tender before the said period or makes any modifications in the terms and conditions of the tender which are not acceptable to government, then the Government shall without prejudice to any other right or remedy, be at liberty to forfeit 50% of said earnest money deposit. Further the tenderer shall not be allowed to participate in the re-tendering process of the work.

11. Non-conformities between the figures and words of the Quoted Prices:

Sometimes non conformities/errors are also observed between the quoted prices in figures and that in words. The same is to be taken care of as indicated below:-

- a. If, in the price structure quoted for the required Works/goods, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
- b. If there is an error in a total corresponding to the addition or subtraction of

- subtotals, the subtotals shall prevail and the total shall be corrected; and
- c. If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

12. Evaluation of Tenders

The tenders will be evaluated on the basis of eligibility criteria, specifications as given the tender document.

- a. The Technical Bids will be evaluated based on the track record and past experience of the firm in similar work(s) to Government/Public Sector Undertaking and Non Government Agencies. The weightage for the technical evaluation shall be assigned as under:

S.No.	Details	Maximum Marks
1.	Previous experience of agency in similar category of work to Government/Public Sector Undertaking and Non Government Agencies (10 marks to be assigned per year of	50 marks
2.	Clean track record of the Firm during the last three years (10 marks per year if no show-cause notice/debarment notice received (no marks will be assigned for the year during which show-cause notice/debarment notice was received) (A self certificate for clean track record during the last three years should be enclosed)	30 marks
3.	Financial status (Profit or loss of the firm during the previous two financial years) (10 marks for each year if there was profit as per the audited accounts)	20 marks.
Note-“Similar Works Means:- “Building Maintenance Work/ Repair of Civil Work in Building.		

- b. The financial bids will be opened only of those bidders whose technical bids would be complete in all respects as per eligibility criteria of tender document and such bidders who score a minimum of 50 marks in the technical evaluation. Further, in case the same lowest rate is quoted by more than one eligible firm, the selection will be based on the marks obtained by them at the time of Technical Bid analysis. In case of same marks obtained in the technical bids by more than one eligible firm, preference would be given to that tenderer who has maximum number of experience exclusively in Building Works in the Government Departments and Public Sector Undertaking & having certificates issued by those Government Departments and Public Sector Undertaking for satisfactory completion of Building works .
- c. The Competent Authority does not bind himself to accept the lowest or any other tender.

13. Award of Work:

Within seven (07) days of the receipt of notification of award from the Purchaser, the successful tenderer shall sign the contract agreement as given at Chapter 6 and furnish the specified performance Guarantee.

However, Government Departments and Public Undertakings are exempted from furnishing this Guarantee.

14 Pre- Bid Meeting

The bidder's designated representative is invited to attend a pre bid meeting as mentioned in critical date sheet at Page no. 3 of tender document

Venue of pre-bid meeting: Office of the Executive Engineer, Chenab Division, CWC, Jal Aayog Bhawan, Rajinder Nagar Phase-1, Bantalab, Jammu.

The Purpose of the meeting will be to clarify issues and to answer question on any matter that may be raised at that stage. No query would be entertained after pre-bid meeting.

15. Visit to Work Place by Tenderer:

Tenderer are encouraged to inspect and examine the work place and its surroundings and satisfy /apprise themselves as to the nature of the work, the means of access and in general, shall obtain themselves all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender and rates, before submitting their tenders. A tenderer shall be deemed to have full knowledge of the work place whether he/she inspects the site or and no extra payment/compensation consequent upon any misunderstanding/miss-happening or otherwise shall be allowed.

16. TERMS OF PAYMENT

(a) No advance payment shall be made. However the payment shall be released only after the Completion of work and clearance of site, provided the services are satisfactory. Payment may be made within 15 days on receipt of the bill in triplicate along with duly signed by the Engineer in charge & counter signed by the concern AE / EE.

17 TERMS AND CONDITION BINDING UPON AGENCY:

- a. 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, the Government shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said EMD as aforesaid. Further the bidders shall not be allowed to participate in the re-bidding process of the work.
- b. Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail. If the contractor does not accept the correction of errors, its tender will be rejected.
- c. The Tendering Authority will evaluate technical bids. The financial bid shall be opened only of the Tenderers whose technical bids are found eligible.
- d. The Tenderer shall not contact the Department on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded. If the Tenderer wishes to bring additional information to the notice of the Department, it should do so in writing.

FORCE MAJEURE - OBLIGATIONS OF THE PARTIES

“Force Majeure” shall mean any event beyond the control of Client or of the Contractor, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected, and which could not have been prevented by exercise of reasonable skill and care and good industry practices and shall include, without limitation, the following:-

- (i) War, hostilities, invasion, act of foreign enemy and civil war;
- (ii) Rebellion, revolution, insurrection, mutiny, conspiracy, riot, civil commotion and terrorist acts;
- (iii) Strike, sabotage, unlawful lockout, epidemics, quarantine and plague;
- (iv) Earthquake, fire, flood or cyclone, or other natural disaster.

As soon as reasonably practicable but not more than 48 (forty-eight) hours following the date of commencement of any event of Force Majeure, the Affected Party shall notify the other Party of the event of Force Majeure setting out, inter alia, the following in reasonable detail:

- (a) The date of commencement of the event of Force Majeure;
- (b) The nature and extent of the event of Force Majeure;
- (c) The estimated Force Majeure Period,
- (d) Reasonable proof of the nature of such delay or failure and its anticipated effect upon the time for performance and the nature of and the extent to which, performance of any of its obligations under the Contract is affected by the Force Majeure.
- (e) The measures which the Affected Party has taken or proposes to take to alleviate/mitigate the impact of the Force Majeure and to resume performance of such of its obligations affected thereby.
- (f) Any other relevant information concerning the Force Majeure and /or the rights and obligations of the Parties under the Contract.

1. Termination of Contract

a. For Purchaser's convenience

The Purchaser can terminate the contract at any time by giving a notice of 30 days to the Contractor. The Contractor shall have no claim to any payment for the compensation or otherwise whatsoever on account of any profit or advantage which might have been derived.

b. For Contractor's Default

- The Purchaser without prejudice to any other rights or remedies it may possess may terminate the contract
- If the Contractor becomes bankrupt or insolvent
- If the Contractor has abandoned or repudiated the contract, persistently failed to carry out its obligations under this contract.
 - i. If the Contractor neglects its obligations under this contract.
 - ii. If the contractor has furnished any false document.
- The Purchaser may without prejudice to any other right issue a notice for termination of the contract stating the nature of default and requiring the remedy for the same. Failure of the Contractor to carry out a specified work may be sufficient grounds for termination of the contract by the purchaser.

c. Termination by Contractor

The Contractor can terminate the contract with 30 days notice only in case:
The Contractor is unable to carry out its obligations of the contract for any reason attributable to the Purchaser.

d. On every termination

- I. The Contractor shall cease further work.

- II. Under such circumstance, only the contract price properly attributable to the part of the work duly valued by the Purchaser shall be payable by the Purchaser to the Contractor. The decision of the purchaser shall be final in this respect.

2. Liquidated Damages

- a. If this office suffers any loss or damage on account of negligence, default or theft on the part of the employees/agents of the agency, then the agency shall be liable to reimburse to this office for the same.
- b. The agency shall keep this office fully indemnified against the damage by any staff engaged by the Agency.
- c. For any accident or casualty occurred during the course of working to any staff deployed by the Agency, the liability that will arise out of the accident will be borne by the Agency. The responsibility will remain with the Agency and this office will in no way be responsible for it or any other clause mentioned above.
- d. Notwithstanding the provisions of tender document, the Contractor shall not be liable for liquidated damages, or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

3. Notices

Notwithstanding anything stated otherwise, all notices of this contract shall be in writing through registered mail, speeds post, personal or courier delivery. The transmission by electronic data exchange (fax, email) shall be reconfirmed in writing. Any change in the address etc. shall be communicated within 10 days to other party.

4. Disputes

The decision of the Purchaser shall be final regarding the quality of work provided by the agency; the other aspects arising shall only be referred as Disputes. The Contractor may address its intention with evidences for the settlement of dispute in writing to the Purchaser. The work shall not stop, unless agreed mutually or ordered by the arbitrator(s).

5. Settlement of Disputes

The settlement of all the disputes of any kind arising out of this contract shall be first through a Mediator and only after dissatisfaction with that, the (joint) Arbitrator(s) shall be appointed as per Arbitration & Conciliation Act 1996.

Executive Engineer
Chenab Division
Central Water Commission
Jal Aayog Bhawan, Rajinder
Nagar, Phase-1, Bantalab
Jammu-181123
For & on behalf of President of India

TENDER

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

I/We hereby tender for the execution of the work specified for the President of India within the time specified in Schedule 'F', viz., Schedule of quantities and in accordance in all respects with the specifications, designs, drawing and instructions with such material as are to be provided for, by and in respects in accordance with, such conditions so far as applicable.

I/We agree to keep the tender open for sixty (60) days from the due date of its opening and not to make any modifications in its terms and conditions.

A sum of Rs 1,27,580/- (Rupees one lakh twenty seven thousand five hundred eighty) only has been deposited in receipt treasury challan/deposit at call receipt of a scheduled bank/fixed deposit receipt of scheduled bank/demand draft of a Scheduled Bank/bank guarantee issued by a scheduled bank as earnest money. If I/We fail to commence the work specified I/we agree that the said President of India or his successors in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely; 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 term and conditions contained or referred to therein and to carry out such deviations as may be ordered up to 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 tender document. 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 re-tendering process of the work.

I/We hereby declare that I/We shall treat the tender documents drawings and other record 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 are authorized to communicate the same or use the information in any manner prejudicial to the safety of the state.

Dated.....

(Signature of Contractor)

Postal Address

Witness:

Address:

Occupation:

ACCEPTANCE

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

(Rupees.....
.....)

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

i)

ii)

iii)

Dated

For & on behalf of President of India

Signature.....

Designation.....

SCHEDULES

SCHEDULE ‘A’ : Schedule of quantities (Enclosed):- As enclosed in tender document

SCHEDULE ‘B’ : Schedule of materials to be issued to the contractor.

S.No.	Description of item	Quantity	Rates in figures & words at which the material will be charged to the contractor	Place of issue
1	2	3	4	5
N. A.				
Note:- All the materials to be arranged by contractor as per the Condition attached and IS codes.				

SCHEDULE ‘C’ : Tools and Plants to be contracted to the contractor

S.No.	Description	Contract charges per day	Place of issue
1	2	3	4
N. A.			

SCHEDULE ‘D’ :

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

Salient Highlights, General Condition, Additional Conditions, Special Condition and particular Specification attached .

SCHEDULE ‘E’ : Reference to General Conditions of Contract

NAME OF WORK:-“ Repair and finishing work of CWC residential complex (Type- I, Type- II, Type- III, Type- IV, Type- V) , Bantalab at Jammu”

- (i) Estimated cost of work : Rs. 6379000.00
- (ii) Earnest Money : Rs. 127580.00
- (iii) Performance Guarantee : 5% of the tendered value

SCHEDULE ‘F’ :

General Rules & Directions : General Condition of Contract for CPWD Works Manual 2019 amended/ modified up to the date of receipt of tender.

Officer Inviting Tender :

Executive Engineer,
Chenab Division, Central Water Commission,
Jammu

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 Clause 12

Definitions:

- 2 (i) Engineer-in-Charge : Executive Engineer, Chenab Division, CWC, Jammu

- 2 (ii) Accepting Authority : Chief Engineer, IBO, CWC, Chandigarh.
- 2 (iii) Percentage on cost of materials and labour to cover all overheads and profits. : 15%
- 2 (iv) Standard Schedule of Rates : DSR 2018
- 2 (v) Department : Central Water Commission
- 2(vi) Standard CPWD Contract Form : CPWD form 7/8 as modified and Corrected up to date

Clause 1

- (i) Time allowed for submission of Performance Guarantee from the date of issue of letter of acceptance. In days Acceptance letter will be sent through E-mail. : 07 (Seven Days) days
- (ii) Maximum allowable extension with late fee @ 0.1 % per day of performance guarantee amount beyond the period provided (i) in above : 03 (Three Days) days

Clause 2

Authority for fixing compensation under Clause 2. : Director, M&A, CWC, Jammu

Clause 2 A

Whether clause 2A shall applicable : No

Clause 5

Number of days from the date of issue of letter acceptance for reckoning date of start : 15 days

Mile stone(s) as per table given below :

Table of Mile Stone(s)

Sl. No.	Description of Milestone (Physical)	Time Allowed in days (from date of start)	Amount to be withheld in case of non achievement of milestone
1.	N .A .		
2.			
3.			

Time allowed for execution of work : **120 Days**

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 in Charge or Superintending Engineer in Charge of Major Component in case of Composite Contracts, as the case may be.)

Clause 6, 6A

Clause applicable –(6 or 6A)

: 6A (Regarding Computerise measurement to be submitted by agency)

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

: As per clause CPWD General condition of Contract

Clause 10 A

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

- | | |
|---------|---------|
| 1. | 2. |
| 3. | 4. |
| 5. | 6. |

Clause 10B (ii)

Whether clauses 10B(ii) shall be applicable

:

No**Clause 10 C**

Component of labour expressed as percent of value of work = N.A

Clause 10CA**Applicable**

Material covered under this clause.

Sl No.	Materials covered under this clause	Nearest Material (other than cement reinforcement bars and structural steel) for which All India Wholesale Price Index is to be followed	Base Price of all the Materials covered under clause 10 CA *
I	Cement 43 Grade (OPC)		

Clause 10CC

: N. A.

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.

: X %

Component of civil (except materials covered under clause 10 CA) /Electrical construction Materials - expressed as percent of total value of work.

: Y.....%

: Z.....%

Component of labour- expressed as percent of total value of work.

Component of P.O.L. - expressed as percent of total value of work.

Clause 11

Specifications to be followed for execution of work

: CPWD Specification for works 2009 Vol-1 & Vol-11 with up to date Correction slips till the date of receipt of tender.

Clause 12**Type of work :-** Maintenance (Building) Work

12.2 & 12.3	Deviation limit beyond which clauses 12.2 & 12.3 shall apply for building work	: 50%	However, the total cost of works done should not exceed by 1.25 times of Contract Value.
12.5	(i) Deviation limit beyond which clauses 12.2 & 12.3 shall apply for foundation work.(except item mentioned in the earth work sub head in DSR related items)	: 50%	
	(ii) Deviation limit for items mentioned on earth work subhead of DSR and related item.	: 100%	

Clause 16

Competent Authority for deciding reduced rates.

Director M&A.,
: CWC, Jammu upto 5 % of contract value under his own authority and beyond 5% of contract value with prior approval of chief engineer, IBO, Chandigarh

Clause 36(i):

Sl. No.	Minimum Qualification of Technical Representative	Discipline	Designation (Principal Technical/Technical representative)	Minimum Experience	Number	Rate at which recovery shall be made from the contractor in the event of not fulfilling provision of clause 36(i)	
						Figures	Words
1.	Graduate Engineer or Diploma Engineer	Civil	Project/ Site Engineer and Project Planning/ Billing Engineer	2 years 5 years		15000/-(Per Month)	Rs. Fifteen thousand per month

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

Diploma Engineer 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% or requirement of degree engineer.

Clause 42

- (i)(a) Schedule/statement for determining theoretical quantity of cement & bitumen: On the basis of Delhi Schedule of Rates-2018, by CPWD.
- (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 more than 5 lakhs : 2% Plus/ Minus side
- (b) Bitumen for all works : 2.5 plus only and nil on minus side

- (c) Steel reinforcement and structural steel sections : 2% Plus/ Minus side
for each diameter, section and category
- (d) All other materials : Nil

SCHEDULE OF QUANTITIES

“ Repair and finishing work of CWC residential complex (Type- I, Type- II, Type- III, Type- IV, Type- V) , Bantalab at Jammu”

S.L No.	Description	Qty.	Unit	Details
	Civil Work			
1	Providing and fixing in wall lining flat pressed three layer (medium density) particle board graded wood pre-laminated one side decorative lamination and other side balancing laminated Grade I, Type II, IS : 12823 marked, including priming coat on unexposed surface, with necessary fixing arrangement and screws etc. complete :(for kitchen shelves)			
1.1	18mm thick	335	sqm	
2	Providing and fixing aluminum sliding door bolts, ISI marked anodised (anodic coating not less than grade AC 10 as per IS: 1868), transport or dyed to required colour or shade, with nuts and screws etc. complete :			
2.1	300x16 mm	20	each	
2.2	250x16 mm	20	each	
3	Providing and fixing aluminum tower bolts, ISI marked, anodised (anodic coating not less than grade AC 10 as per IS: 1868) transparent or dyed to required colour or shade, with necessary screws etc complete :			
3.1	250x10 mm	30	each	
3.2	150x10 mm	20	each	
3.3	100x10 mm	50	each	
4	Providing and fixing aluminum handles, ISI marked, anodised (anodic coating not less than grade AC 10 as per IS : 1868) transparent or dyed to required colour or shade, with necessary screws etc. complete			
4.1	125mm	50	each	
4.2	100 mm	50	each	
5	Providing and fixing aluminum hanging floor door stopper, ISI marked anodised (anodic coating not less than grade AC 10 as per IS : 1868) transparent or dyed to required colour and shade, with necessary screws etc. complete.			
5.1	Twin rubber stopper	100	each	
6	Steel work welded in built up sections/ framed work, including cutting, hoisting, fixing in position and applying a priming coat of approved steel primer using structural steel etc. as required.			
6.1	In stringers, treads, landings etc. of stair cases, including use of chequered plate wherever required, all complete	176	kg	
7	Providing & fixing glass panes with putty and glazing clips in steel doors, windows, clerestory windows, all complete with:			
7.1	4.0 mm thick glass panes	100	sqm	

8	Providing and laying vitrified floor tiles in different sizes (thickness to be specified by the manufacturer) with water absorption less than 0.08% and conforming to IS: 15622, of approved make, in all colours and shades, laid on 20mm thick cement mortar 1:4 (1 cement : 4 coarse sand), jointing with grey cement slurry @ 3.3 kg/ sqm including grouting the joints with white cement and matching pigments etc., complete.			
8.1	Size of Tile 500x500 mm for type II	122	sqm	
8.2	Size of Tile 600x600 mm for type III, IV & V	1064	sqm	
9	Providing and fixing on wall face unplasticised Rigid PVC rain water pipes conforming to IS : 13592 Type A, including jointing with seal ring conforming to IS : 5382, leaving 10 mm gap for thermal expansion, (i) Single socketed pipes.			
9.1	110 mm diameter	18	meter	
10	Providing and fixing on wall face unplasticised - PVC moulded fittings accessories for unplasticised Rigid PVC rain water pipes conforming to IS : 13592 Type A, including jointing with seal ring conforming to IS : 5382, leaving 10 mm gap for thermal expansion.			
10.1	Bend 87.5°			
10.1.1	110 mm bend	10	each	
11	Providing and fixing unplasticised -PVC pipe clips of approved design to unplasticised - PVC rain water pipes by means of 50x50x50 mm hard wood plugs, screwed with M.S. screws of required length, including cutting brick work and fixing in cement mortar 1:4 (1 cement: 4 coarse sand) and making good the wall etc. complete.			
11.1	110 mm	30	each	
12	12 mm cement plaster of mix:			
12.1	1:6 (1 cement: 6 coarse sand)	290	sqm	
13	15 mm cement plaster on rough side of single or half brick wall, of mix:			
13.1	1:6 (1 cement: 6 coarse sand)	795	sqm	
14	Finishing walls with textured exterior paint of required shade (for external wall)			
14.1	New work (Two or more coats applied @ 3.28 ltr/10 sqm) over and including priming coat of exterior primer applied @ 2.20kg/10 sqm	3000	sqm	
15	Distempering with oil bound washable distemper of approved brand and manufacture to give an even shade			
15.1	New work (two or more coats) over and including water thinnable priming coat with cement primer	6400	sqm	
16	Providing and applying white cement based putty of average thickness 1 mm, of approved brand and manufacturer, over the plastered wall surface to prepare the surface even and smooth complete.	2304	sqm	

17	Removing dry or oil bound distemper, water proofing cement paint and the like by scrapping, sand papering and preparing the surface smooth including necessary repairs to scratches etc. complete.	3500	sqm
18	Painting with synthetic enamel paint of approved brand and manufacture of required colour to give an even shade:		
18.1	One or more coats on old work	400	sqm
19	Cleaning of under ground sump, Over Head R.C.C. Tank (independent staging) including disposal of slit and rubbish, as per direction of Engineer-in-Charge. The cleaning shall consist following operations:- (i) Tank shall be emptied of water by pumping & bottom shall be cleaned of slit and other deposits. (ii) Entire surface area of the sump shall then scrubbed thoroughly with wire brush etc. and pressure washed with water. (iii) Chlorination of RCC internal surface by liquid chlorine. (iv) The treated surface shall be dried using air jetting and all loose particles shall be removed from the surface. (v) Finally the surface shall be treated with ultraviolet radiation etc. as per direction of Engineer-in-Charge.	162	sqm
20	Dismantling tile work in floors and roofs laid in cement mortar including stacking material within 50 metres lead.		
20.1	For thickness of tiles 10 mm to 25 mm	1330	sqm
21	Dismantling old plaster or skirting raking out joints and cleaning the surface for plaster including disposal of rubbish to the dumping ground within 50 metres lead.	390	sqm
22	Disposal of building rubbish / malba / similar unserviceable, dismantled or waste materials by mechanical means, including loading, transporting, unloading to approved municipal dumping ground or as approved by Engineer-in-charge, beyond 50 m initial lead, for all leads including all lifts involved.	100	cum
23	Dismantling W.C. Pan of all sizes including disposal of dismantled materials i/c malba all complete as per directions of Engineer-in-charge	20	each
24	Providing and fixing white vitreous china pedestal type water closet (European type W.C. pan) with seat and lid, 10 litre low level white P.V.C. flushing cistern, including flush pipe, with manually controlled device (handle lever), conforming to IS : 7231, with all fittings and fixtures complete, including cutting and making good the walls and floors wherever required:		
24.1	W.C pan with ISI marked white solid plastic seat and lid	20	each
25	Providing and fixing wash basin with C.I. brackets, 15 mm C.P. brass pillar taps, 32 mm C.P. brass waste of standard pattern including painting of fittings and brackets, cutting and making good the walls wherever required:		
25.1	White Vitreous China Wash basin size 550x400 mm with a pair of 15 mm C.P. brass pillar taps	10	each
26	Providing and fixing P.V.C waste pipe for sink or wash basin including P.V.C waste fittings complete		
26.1	Flexible pipe		

26.1.1	32 mm dia	20	each
26.1.2	40 mm dia	20	each
27	Providing and fixing 600x450 mm beveled edge mirror of superior glass(of approved quality) complete with 6 mm thick hard board ground fixed to wooden cleats with C.P. brass screws and washers complete.	10	each
28	Providing and fixing toilet paper holder:		
28.1	C.P. brass	15	each
29	Providing and fixing uplasticised PVC connection pipe with brass unions:		
29.1.1	30 cm length		
29.1.2	15 mm nominal bore	100	each
30	Providing and placing on terrace (at all floor levels) polyethylene water storage tank, IS : 12701 marked, with cover and suitable locking arrangement and making necessary holes for inlet, outlet and overflow pipes but without fittings and the base support for tank.	2000	per litre
31	Providing wood work in frames of doors, windows, clerestory windows and other frames, wrought framed and fixed in position with hold fast lugs or with dash fasteners of required dia & length (hold fast lugs or dash fastener shall be paid for separately		
31.1	Sal wood(15sq.m X 4cm)	0.6	cum
32	Providing and fixing C.P. brass angle valve for basin mixer and geyser points of approved quality conforming to IS:8931		
32.1	15 mm nominal bore	30	each
33	100mm SS fancy handles for kitchen cabinet	174	each
34	Supplying and filling in plinth with sand under floors, including watering, ramming, consolidating and dressing complete.(area=778sqm depth=8cm)	62.24	cum
35	Interlocking C.C. paver block (80 mm thick, M-30) (parking area and internal roads)	778	sqm
36	Supply & Fixing of fire fighting equipments like fire extinguisher of minimum 06kg & 10 kg (MAP 90 Gas) of flat base valve, Discharge hose of not less than 10mm dia. 1M long and complete in all respect including initial fill with CO2 gas conforming of IS:307-1966 filled to a filling rate of not more than 0.667 and wall suspension bucket for CWC, Residential Quarters & office Complex, Jammu		
36.1	6 kg	18	each
36.2	10 kg	12	each
	Electric work		
37.	Supply & fixing of modular type switches/sockets/Lights outlets on the existing modular plate/box/surface and switches box including connection as approved Colour required.		
37.1	Switch 5/6 amp one way	50	each
37.2	Switch 15/16 amps one way	50	each

37.3	5/6 amps 3 pin socket	50	each
37.4	6/16 amps 6 pin socket	50	each
37.5	Celling fan Regulator	50	each
37.6	MCB 32 amp	10	each
37.7	4 Sqm cupper Wire	4	Bundle
37.8	6 Sqm cupper Wire	4	Bundle
37.9	10 Sqm cupper Wire	4	Bundle
37.10	15W Surface LED Light	50	each
37.11	45 W Surface/Hanging LED Bulb	6	each
	Horticulture Work		
38	Trenching in ordinary soil up to a depth of 60cm including removal and stacking of serviceable materials and then disposing of surplus soil, by spreading and neatly leveling within a lead of 50m and making up the trenches area to proper levels by filling with earth or earth mixed with sludge or/ and manure before and after flooding trench with water (excluding cost of imported earth, sludge or manure).	240	cum
38.1	Supply and stacking of good earth at site including royalty and carriage upto 5km complete (earth measured in stacks will be reduced by 20% for payment).	240	cum
38.2	Supply and stacking sludge at site including royalty and carriage upto 5km complete (earth measured in stacks will be reduced by 8% for payment).	240	cum
38.3	Supply and stacking at site dump manure from approved source, including carriage upto 5km complete (earth measured in stacks will be reduced by 8% for payment): Screen through sieve of IS. Designation 16mm.	240	cum
38.4	Rough dressing the trenched ground including breaking clods.	400	sqm
38.5	Uprooting weeds from the trenched area after 10 to 15 days of sites flooding with water including disposal of uprooted vegetation.	400	sqm
38.6	Fine dressing of Ground	400	sqm
38.7	Spreading of sludge, dump manure and/ or good earth in required thickness as per direction of engineer in charge (Cost of sludge, dump manure and/or good earth to be paid separately).	240	cum

38.8	Mixing earth and sludge of manure in the required proportion specified for directed by engineer in charge	480	cum	
38.9	Grassing and selection No.1 grass including watering and maintains of the lawn for 60 days or more till the grass forms a thick lawn , free from weeds and fit for moving including supply good earth , if needed (the grass and earth shall be paid for separately). With grass Turf	400	sqm	
38.10	Digging Holes in ordinary soil and refilling the same with the excavated earth mixed with manure or sludge in the ratio of 2:1 by volume (2 parts of stacked volume of earth after reduction by 20% : 1 part stacked volume of manure after reduction by 8%) flooding with water , dressing including removal of rubbish and surplus earth, if any, with all leads and lifts (cost of manure, sludge or extra good earth if needed to be paid by separately) .Holes 90cm dia, and 90cm depth	200	Each	
38.11	Flooring the ground with water including making kiaries and dismantling the same.	250	sqm	
	Plant			
38.12	Providing and displaying of Areca palm plant , having ht. 2.40 to 2.70 m with 12.to 14 suckers , well developed, fresh and healthy with lush green foliage in 35cm size of bucket type cement pots & as per direction of engineer in charge.	72	Each	
	Flowers			
38.13	Providing and Displaying plants Creeper Rose variety 3 to 4 healthy branch 60cm and above ht. well developed with one and above flowers in 25cm earthen pot & as per direction of engineer in charge.	56	Each	
38.14	Providing and displaying plants Marigold jaffri orange/yellow /Russet colour well developed with fresh & healthy foligaue with 40 to 50 flowers in bloom specimen plants 60 to 75 cm ht in 25 cm earthen pot and as per direction of engineer in charge.	54	Each	
38.15	Providing and displaying plants Asiatic lilly hybrid variety (3 in one) plants in each pot having in full bloom 3 to 5 flowers 30 to 45 cm ht. well developed in 25cm earthen pots / plastic pots and as per direction of engineer in charge.	50	Each	

SALIENT HIGHLIGHTS OF THE TENDER

Name of work: Repair and finishing work of CWC residential complex (Type- I, Type- II, Type- III, Type- IV, Type- V) Quarter , Bantalab at Jammu

- 1 The contractor shall submit a detailed programme of execution of work showing activities distinctly along with Bar-Chart within two weeks from the date of award of work.
- 2 The contractor (s) shall make his own arrangement for electricity and water required for the execution of work and nothing extra shall be paid for the same. the contractor shall make his own arrangement by providing diesel generators of adequate capacity at his own cost.
- 3 All the materials including cement, Sand will be arrangement by the contractor himself and nothing extra shall be paid for cartage of material to site of work.
- 4 **Quality Assurance**
 - a. The contractor shall get the source of various raw materials namely cement, sand, water etc. to be used on the work, approved from the Engineer-in-Charge.
 - b. Similarly, the contractor shall submit brand/ make of various materials to be used for the approval of the EE Chenab division CWC Jammu along with samples and once approved, he shall stick to it.
 - c. The contractor shall submit shop drawings of staging and shuttering arrangement, polycarbonate sheet cover for approval of Engineer-in-Charge before execution.
- 5 **Safety Precautions**

Contractor shall within two weeks of award of work, submit to the Engineer-in-Charge for his approval, list of measures for maintaining safety of manpower deployed for construction and studying school children and avoidance of accidents.
- 6 **Scaffolding**

The execution site shall be covered with **view cutter cloth** after having fixed over double steel scaffolding having two sets of vertical supports. The supports shall be sound and strong, tied together with horizontal piece over which scaffolding planks shall be fixed. **No payment shall be made for all operations, mentioned above.**
- 7 **Sub- letting**

Un- authorized sub- letting of work shall not be permitted.

GENERAL CONDITIONS

- 1** Except for the items, for which particular specifications are given or where it is specifically mentioned otherwise in the description of the items in the schedule of quantities, the work shall generally be carried out in accordance with the “CPWD Specifications 2009 Vol-I & II with upto date corrections slips and as per instructions of Engineer-In-Charge. Wherever CPWD Specifications are silent, the latest IS Codes / Specifications shall be followed.
- 2** The proposed work is a prestigious work 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. Many items like stone cladding, other specialized flooring work, & plumbing work and Plastering work will specially require engagement of skilled workers having past experience particularly in execution of such items.
- 3** Contractor will bring the sample at site for approval from competent authority and inform to Engineer-in-Charge in writing. Executive Engineer shall verify the sample according to contract specification. In case Contractor fails to inform in writing about samples of materials brought at site within 1/3rd time of stipulated completion, it will be treated as breach of contract.
- 4** Unless otherwise specified in the schedule of quantities, the rates tendered by the contractor shall be all inclusive and shall apply to all lifts & all heights, floors including terrace, leads and depths and nothing extra shall be payable on this account.
- 5** 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.
- 6** 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 specified otherwise.
- 7** Unless otherwise specified in the schedule of quantities the rates for all items shall be considered as inclusive of pumping / bailing out water, if necessary for which no extra payment shall be made.
- 8** The rate for all items, in which the use of cement is involved is inclusive of charges for curing.
- 9** 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)
- 10** The rate of items of flooring is inclusive of providing sunk flooring in bath-rooms, kitchen, etc. and nothing extra on this account shall be payable.
- 11** Any legal or financial implications resulting out of disposal of earth shall be sole responsibility of the contractor. Nothing extra shall be paid on this account. The work should be planned in a systematic manner so that chase cuttings in the walls, ceilings and floors are minimized.
- 12** Wherever absolutely essential, the chase shall be using chase cutting machines. Chases will not be allowed to be cut using hammer / chisel. The contractor shall ensure proper co-ordination with various disciplines viz. sanitary & water supply, electrical, fire-fighting and any other services.
- 13** All the hidden items such as water supply lines, drainage pipes, conduits, sewers etc. are to be properly tested as per the design Conditions before covering.
- 14** Before commencement of the work, the contractor shall correlate nomenclature of the item with

all the relevant architectural and structural drawings to satisfy himself that the information available there from is complete and unambiguous. The figures and written dimensions of the drawing shall super seed the measurement by scale. The contractor submits for approval of Engineer-in-Charge his workshop drawings and samples of the work to be performed under the specified items of work before actually commencing the mass execution of the work under the item. Nothing extra shall be payable on this account.

- 15** The discrepancy in the drawing issued, if any, shall be brought to the notice of the Engineer-in-Charge for immediate decision before execution of the work. The contractor, alone shall be responsible for any loss or damage occurring by the commencement of work on the basis of any enormous and incomplete information and no claim, whatsoever, shall be entrained on this account.
- 16** The contractor shall make his own arrangement for electricity and water required for the execution of the work and nothing extra shall be paid for the same.

ADDITIONAL TERM & CONDITIONS OF CONTRACT

- 1 Unless otherwise specified, CPWD Specifications 2009 Volume I & II with up to date corrections slips shall be followed in general. Any additional item of work, if taken up subsequently, shall also conform to the relevant CPWD specifications mentioned above, in case CPWD specification for any of the items is not available then the BIS specification, manufacture's specifications and sound Engineering practice shall be followed and take preference in that order.

A reference made to any Indian Standard Specifications in these documents, shall imply to the latest version of that standard, including such revisions/amendments as issued by the Bureau of Indian Standards up to date of release of tenders through e-procurement. **The Contractor shall keep at his own cost all such publications of relevant Indian Standard, applicable to the work at site.**

- 2 The order of preference in case of any discrepancy as indicated in condition no. 8.1 under "General Conditions of Contract 2014" at page No. 10 may be read as the following:
- a. Nomenclature of item as per Schedule of Quantities
 - b. Particular Specifications.
 - c. Additional Conditions
 - d. Contract Clauses of Standard CPWD Contract form
 - e. CPWD Specifications as applicable.
 - f. Indian Standard Specifications of BIS.
 - g. Sound engineering practice as per directions of the Engineer-in-Charge.
 - h. Manufacturers' specifications.
- 3 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.**
- 4 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.
- 5 No accommodation is available at the site of work. The labour 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 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.
- 6 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).
- 7 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.
- 8 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.
- 9 The final payment shall be released to the contractor after receipt of satisfactory report from the user department.
- 10 **Payment Term:** The payment will be made to the agency by the Executive Engineer after

- measuring the actual quantity of works completed. The measurement will be carried out by Junior Engineer or Assistant Engineer as designated by the competent authority.
- 11** The Taxes as applicable shall be paid by the contractor himself. The department deduct from the R/A bills, the TDS as applicable. The Contractor shall quote his rates considering all such taxes.
- 12** **Language of the Bid:**
All documents relating to the bid shall be in English language only.
- 13** **Bid Prices:**
- The bid shall be for the full quantity as describe in the schedule of work, correction, if any shall be made by crossing out ,initialing, dating and re writing.
 - Rate quoted shall be all inclusive all charges like material, transportation, labour, taxes and other levies and incidental expenses, if any
 - No additional charges will be paid over and above the quoted rates of the agency and the department shall also not pay any extra amount on any account.
 - Deviation in quantities of agreed item will be arrived as per relevant CPWD manual.
 - If there is any discrepancy between unit rate and total amount, the unit rate will prevail.
- 14** **Award Criteria:**
The Executive Engineer shall award the contract to the Bidder Whose bid has been found to be substantially responsive and who has offered the lowest evaluated Bid Price.
- 15** **Notification of Award:**
The bidder whose bid has been accepted will be notified of the awarded by the Executive Engineer prior to explanation of the bid validity period. This letter of acceptance will state the sum that The Executive Engineer will pay the contractor in consideration of the execution of work by the contractor.
- 16** **Signing of contract:**
The successful bidder, on acceptance of his bid by accepting authority shall within days from the stipulated date of start of the work sign and execute the contract in the contract/ agreement from along with performance guarantee.
- 17** **Labour Laws Complied:**
The Contractor shall strictly shall comply with the provision of all latest amended central and state labour law from time to time.
- 18** **Termination of Contract:**
If the contractor does not comply with labour laws and contract conditions, The Executive Engineer may terminate the contract and the performance guarantee will be forfeited.
- 19** The agency shall work under the control of the Executive Engineer, Chenab Division,CWC,Jammu.

SPECIAL CONDITION AS PER GUIDELINES OF NATIONAL GREEN TRIBUNAL

Hon'ble National Green Tribunal in its order dated 04.12.2014 in respect of air pollution from dust resulting from demolition and construction activity inter-alia directed as follows:-

- 1 No government, authority, contractor, builders or any person would be permitted to store/dump construction material or debris on the metalled road.
- 2 Beyond the metalled road the area where such construction material or debris can be stored shall be physically demarcated by the Officers of all the concerned Authorities/Corporation that it would not cause any obstruction to the free flow of traffic /inconvenience to the pedestrians. It should be ensured that no accidents occur on account of such permissible storage.
- 3 Every builder, contractor or person shall ensure that the construction material is covered by tarpaulin and all other precaution should be taken to ensure that no dust particles are permitted to pollute air quality as a result of such storage.

It shall also be ensured that appropriate protection measures are taken by raising wind breakers of appropriate height on all the sides of plot/area using plastic and/or other similar material, to ensure that no construction material dust fly outside the plot area and it will be the builder/contractor responsibility to ensure that their activity does not cause any air pollution during course of the construction and/ or storage of material or construction activity. This condition shall be strictly adhered to by every builder, contractor, person or authority. In the event of default they shall be liable to be prosecuted under the law in force, as well as for causing environmental pollution and shall also be liable to pay compensation which would be determined by the Tribunal in accordance with law.

- 4 All the trucks or vehicles of any kind which are used for construction purposes /or are carrying construction materials like cement, sand and other allied material shall be fully covered. The vehicles should be properly cleaned, should be dust free and every necessary precautions is to be taken to ensure that enroute their destination, the dust, sand or any other particles are not permitted to be released in air/contaminate air. Any truck not complying with the above directions would not be permitted to enter NCR Delhi.

And whereas Hon'ble National Green Tribunal in order dated 10.04.2015 inter-alia directed as follows:-

1. Every builder or owner shall put tarpaulin on scaffolding around the area of construction and the building. No person including builder, owner can be permitted to store any construction material particularly sand on any part of the street, roads in any colony.
2. The construction material of any kind that is stored in the site will be fully covered in all respects so that it does not disperse in the Air in any form.
3. All the construction material and debris shall be carried in the trucks or other vehicles which are fully covered and protected so as to ensure that the construction debris or the construction material does not get dispersed into the air or atmosphere, in any form whatsoever.
4. The dust emissions from the construction site should be completely controlled and all precautions taken in that behalf.
5. The vehicles carrying construction material and construction debris of any kind should be cleaned before it is permitted to ply on the road after unloading of such material.
6. Every worker working on the construction site and involved in loading, unloading and carriage of construction material and construction debris shall be provided with mask to prevent inhalation of dust particles.
7. Every owner and or builder shall be under obligation to 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.

8. It shall be the responsibility of every builder to transport construction material and debris waste to construction site, dumping site or any other place in accordance with rules and in terms of this order.
9. All to take appropriate measures and to ensure that the terms and conditions of the earlier order and these orders should strictly comply with by fixing sprinklers, creations of green air barriers.
10. Compulsory use of wetjet in grinding and stone cutting.
11. Wind breaking walls around construction site.
12. All the builders who are building commercial, residential complexes which are covered under the EIA Notification of 2006 shall provide green belt around the building that they construct. All Authorities shall ensure that such green belts are in existence prior to issuance of occupancy certificate.
13. All builders shall ensure that C&D waste is transported in terms of this order to the C&D waste site only and due record in that behalf shall be maintained by the builders, transporters and NCR of Delhi.
14. Even if constructions have been started after seeking Environmental Clearance under the EIA notification 2006 and after taking other travel but is being carried out without taking the preventive and protective environmental steps as stated in this order and MoEF guidelines, 2010, the State Government, SPCB and any officer of any department as aforesaid shall be entitled to direct stoppage of work.

And whereas, Environment Impact Assessment Guidance Manual for Building, Construction, Township and area Development Projects of February, 2010 is available on the website of MoEF&CC envisaging the following guidelines for mitigation measures in respect of dust control from Building, Construction projects.

“Adopting techniques like, air extraction equipment, and covering scaffolding, hosing down road surfaces and cleaning of vehicles can reduce dust and vapour emissions. Measures include appropriate containment around bulk storage tanks and materials stores to prevent spillages entering watercourses.

The other measures to reduce the air pollution on site are:

- Sprinkling of water and fine spray from nozzles to suppress the dust.
- Promotion of use of cleaner fuel should be done.
- All DG sets should comply emission norms notified by MoEF.
- Vehicles having pollution under control certificate may be allowed to ply.
- Use of covering sheet to prevent dust dispersion at buildings and infrastructure sites, which are being constructed.
- Use of covering sheets should be done for trucks to prevent dust dispersion from the trucks, implemented by district offices.
- Paving is a more permanent solution to dust control, suitable for longer duration projects. High cost is the major drawback to paving.
- Reducing the speed of a vehicle to 20 kmph can reduce emissions by a large extent.

Speed bumps are commonly used to ensure speed reduction. In cases where speed reduction cannot effectively reduce fugitive dust, it may be necessary to divert traffic to nearby paved areas.

Material storages / warehouses – Care should be taken to keep all material storages adequately covered and contained so that they are not exposed to situations where winds on site could lead to dust / particulate emissions. Fabrics and plastics for covering piles of soils and debris is an effective means to reduce fugitive dust.”

SPECIAL CONDITIONS

- 1** (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.
- 2** The tenderer shall see the approaches to the site. In case any approach from main road is required at site or existing approach is to be improved and maintained for cartage of materials by the contractor, the same shall be provided, improved and maintained by the contractor at his own cost. No payment shall be made on this account.
- 3** Contractor shall take all precautionary measures to avoid any damage to adjoining property. All necessary arrangement shall be made at his own cost.
- 4** The contractor shall take all precautions to avoid accidents by exhibiting necessary caution boards day and night, speed limit boards, red flags, red lights and providing barriers. He shall be responsible for all damages and accidents caused to existing / new work due to negligence on his part. No hindrances shall be caused to traffic, running of hospital services during the execution of the work.
- 5** Royalty at the prevailing rates wherever payable, shall have to be paid by the contractor on any other material collected by him for the work direct to revenue authorities and nothing extra shall be paid by the department for the same.
- 6** The contractor shall provide at his own cost suitable weighing, surveying and leveling and measuring arrangements as may be necessary at site for checking. All such equipment shall be got calibrated in advance from laboratory, approved by the Engineer-In-Charge. Nothing extra shall be payable on this account.
- 7** The contractor shall take instructions from the Engineer-in-Charge regarding collection and stacking of materials at any place. No material or building rubbish shall be stacked on areas not authorized by the Client Department (BPIBS), or Engineer-in-Charge.
- 8** Water tanks, taps, sanitary, water supply and drainage pipes, fittings and accessories should conform to byelaws and municipal body / corporation where CPWD Specifications are not available. The contractor should engage licensed plumbers for the work and get the materials (fixtures/fittings) tested by the Municipal Body / Corporation authorities wherever required at his own cost.
- 9** The contractor shall give performance test of the entire Installation(s) as per the standing specifications before the work is finally accepted and nothing extra whatsoever shall be payable to the contractor for the test.
- 10** The contractor shall prepare a weekly program with the engineer-in-charge and execute the work in the walls & windows of occupied building with the prior approval of Client Department for least disturbance to their running classes. The execution timings may be restricted during non-working

hours and nothing extra shall be payable to the contractor on this account.

- 11 The contractor shall bear all incidental charges for cartage storage and safe custody of materials brought to site.
- 12
 - a. All materials obtained from Govt. Stores or otherwise shall be got checked by the Engineer-In-Charge or his any authorized supervisory staff on receipt of the same at site before use.
 - b. All material shall only be brought at site as per programme finalized with the Engineer-In-Charge. Any pre-delivery of the material not required for immediate consumption shall not be accepted and thus not paid for.
- 13 The contractor shall conduct his work, so as not to interfere with or hinder the progress or completion of the work being performed by other contractor(s) or by the Engineer-In-Charge and shall as far as possible arrange his work and shall place and dispose 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 in a proper co-ordination manner and shall perform it in proper sequence to the complete satisfaction of others.

14 PROGRAMME CHART:-

The Contractor shall prepare an integrated programme chart for the execution of work within 3 Days from Date of start, 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 and submit the same for approval of the Engineer-In-Charge within 3 days of the award of the contract.

Bar chart program shall include execution of work in two side/faces of walls simultaneously out of four sides with minimum four or more groups of laborers at a time and accordingly progress report shall be submitted at the beginning of next week.

- I. The programme chart should include the following:-
 - a. Descriptive note explaining sequence of various activities.
 - b. Network (PERT / CPM / BAR-CHART) prepared on which will indicate resources in financial terms, manpower and specialized equipment for every important stage.
 - c. Programme for procurement of materials by the contractor.
 - d. Programme of procurement of machinery / equipment having adequate capacity, commensurate with the quantum of work to be done within the stipulated period, by the contractor.
- II. If at any time, 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 by additional inputs to ensure completion of the work within the stipulated time.
 - a. 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.
 - b. The contractor shall submit weekly progress report of the work every week to the Engineer-in-Charge on or before Monday of the particular week. If the contractor does not submit the weekly progress report on or before due date, a recovery amounting to Rs.5,000/- for each default shall be made from the subsequent bill which is not refundable.

- 15 Work at night shall have to be taken up as per site conditions / circumstances. When work is carried out in more than one shift or at night, no claim on this account shall be entertained.
- 16 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's 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.
- 17 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.
- 18 **SAMPLE OF MATERIALS:-**
All materials and fittings 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. If a particular brand of material is specified in the item of work in Schedule of Quantity, the same shall be used after getting the same approved from Engineer-in-Charge. Wherever brand / quality of material is not specified in the item of work, the contractor shall submit the samples as per suggestive list of brand names given in the tender document / particular specifications for approval of Engineer-in-Charge. For all other items, materials and fittings of ISI Marked shall be used with the approval of Engineer-in-Charge. Wherever ISI Marked material / fittings are not available, the contractor shall submit samples of materials / fittings manufactured by firms of repute conforming to relevant specifications or IS codes and use the same only after getting the approval of Engineer-in-Charge. To avoid delay, contractor should submit samples as stated above well in advance so as to give timely orders for procurement. If any material, even though approved by Engineer-in-Charges found defective or not conforming to specifications shall be replaced / removed by the contractor at his own risk& cost.
- 19 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 & contractor shall be bound to replace / remove such sub-standard / defective work immediately.
- 20 The day to day receipt and issue accounts of different grade/brand of materials shall be maintained separately in the standard Performa by the Jr. Engineer in-charge/AE in-charge of work and which shall be duly signed by the contractor or his authorized representative.
- 21 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.
- 22 The contractor shall procure the required materials in advance so that there is sufficient time for checking of the materials and clearance of the same before use in the work. Any pre-delivery of the materials not required for immediate consumption shall not be resorted to. The contractor shall provide at his own cost suitable weighing and measuring arrangements at site for checking the weight / dimensions as may be necessary for execution of work.
- 23 No payment shall be made to the contractor for any damage caused by rain snowfall, floods, earthquake or any other natural causes whatsoever during execution of work. The damages to the work will be made good by the contractor at his own cost and no claim on this account shall be entertained.
- 24 In case the contractor fails to remove the malba from the site and the same shall be removed by the Deptt. and the amount shall be recovered from the contractor at penal rate of Rs. 1000/- per M.T. The decision of Engineer-in-Charge in respect of Penal rate of recovery shall be final and binding on the contractor.
- 25 The contractor shall make arrangement to provide adequate watch & ward to prevent dumping of malba at site by outsiders. Any such malba shall be removed & disposed off by the contractor at the approved waste processing facility of MCD and nothing extra shall be payable to contractor on this account.

- 26 Any instruction / decision will be conveyed through site order book or E-mail preferably, so as to enable completion of work in time. Agency will have to submit his E-mail address at the time of quoting his tender rate for compliance of above.
- 27 **MODE OF MEASUREMENTS (AS PER CPWD WORKS MANUAL 2012, CLAUSE No.7.12.2)**
- (1) The measurements shall be recorded and entered in computerized format in the first instance by the contractor, and a hard copy shall be submitted to the Department. All entries shall be made exactly as per the existing procedure.
 - (2) These measurements shall then be 100% checked by the Junior Engineer. If Junior Engineer is not available, the Assistant Engineer shall perform 100% check of the measurements. The contractor shall incorporate all such changes or corrections, as may be done during these checks, to his draft computerized measurements, and submit to the department the corrected computerized measurements in the form of a book, duly hard bound in red colour on the lines of the conventional Measurement Books now in use, and with its pages machine numbered.
 - (3) The Assistant Engineer and the Executive Engineer shall test check these computerized measurements as per the existing instructions. This book shall be treated as a Computerized Measurement Book.
 - (4) The Junior Engineer, Assistant Engineer and the Executive Engineer shall record the necessary certificates for their checks and test checks as per the existing procedure in this Computerized Measurement Book.
 - (5) The Computerized Measurement Book shall be allotted a serial number as per the Register of Computerized Measurement Books.

SPECIAL CONDITIONS FOR CEMENT & STEEL

- 1** The contractor shall, at his own expense procure and provide all materials including cement for the work.
- 2** The contractor shall procure all the materials in advance so that there is sufficient time to checking and approving of the materials and clearance of the same before use in work.
- 3** 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.
- 4** The contractor shall also employ necessary watch and ward establishment for the safe custody of materials at his own cost.

5 CONDITIONS FOR CEMENT:-

- 5.1** The contractor shall procure 43 grade (conforming to IS:8112) ordinary portland cement, as required in the work from reputed manufacturers of cement having a production capacity of one million tonnes or more such as ACC, L&T, ULTRATECH, SHREE CEMENT, BIRLA, AMBUJA , CCI, BINANI, J.K. etc.i.e. agencies approved by Ministry of Industry, Govt. of India and holding license to use ISI certification mark for their product. The tenderers may also submit a list of names of cement manufacturers which they propose to use in the work. The tender accepting authority reserves right to accept or reject name(s) of cement manufacture(s) which the tenderer proposes to use in the work. No change in the tendered rates will be accepted if the tender accepting authority does not accept the list of cement manufacturers, given by the tenderer, fully or partially, Supply of cement as approved by Ministry of Industry, Government of India and holding licence to use ISI certification mark for their product whose name shall be got approved from Engineer-In-Charge. Supply of cement shall be taken in 50 kg. bags bearing manufacturer's name and ISI marking, alongwith manufacturers test certificate for each lot. Samples of cement arranged by the contractor shall be taken by the Engineer-In-Charge and got tested in accordance with provisions of relevant BIS Codes. In case test results indicate that the cement arranged by the contractor does not conform to the relevant BIS Codes, the same shall stand rejected and shall be removed from the site by the contractor at his own cost within a week's time of written order from the Engineer-In-charge to do so.
- 5.2** If the quantity of cement actually used in the work is found to be more than the theoretical quantity of cement including authorized variation, nothing extra shall be payable to the contractor on this account.
For non-scheduled items, the decision of the Director, M&AD, CWC, Jammu regarding theoretical quantity of the cement which should have been actually used shall be final and binding on the contractor.
- 5.3** 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.
- 5.4** Damaged cement shall be removed from site immediately by the contractor on receipt of a notice in writing from the Engineer-in-Charge. If he does not do so within three days of the receipt of such notice, the Engineer-in-Charge shall get it removed at the cost of the contractor.
- 5.5** In case the contractor brings surplus quantity of cement the same shall be removed from the site after completion of work by the contractor at his own cost after approval of the Engineer-in-charge.
- 5.6** The cement in bags shall be stacked by the contractor in two go-downs one for fresh arrival to be

tested for quality and another already tested in use having weather proof roof and walls and on a proper floor consisting of two layers of dry bricks laid on well consolidated earth at a level at least 30 cm above the ground level. These stacks shall be in rows of two bags deep and 10 bags high with a minimum of 60 cm. clear space all round. The bags should be placed horizontally continuous in each line as shown in the accompanying sketch given in CPWD Specification - 2009 Vol.I & II. VI with upto date correction slips. The sketch is only for guidance. Actual size / shape of go downs shall be as per site requirement and nothing extra shall be paid on this account. Cement register for the cement shall be maintained at site. The account of daily receipts and issue of cement shall be maintained in the register by the authorized representative of the Engineer-in-charge and signed daily by contractor or his authorized agent.

Special Condition for Malba Disposal

- 1 Contractor shall have to make himself fully acquaint with the procedure of dumping malba at authorized Jammu Municipal Corporation dumping ground well in advance. No hindrance shall be entertain on this account.
- 2 The payment of disposal of malba shall be made against the quantities of malba as per receipt issued by JMC authority at the dumping ground at Jammu or other nearby specified dumping ground of JMC.
- 3 The malba shall be disposed/removed from the site within 72 hours from the time of intimation from the Engineer-in-Charge.
- 4 For the purpose of removal of malba contractor shall have to make his own arrangement of adequate no. of vehicles required at the JMC authorized dumping ground including necessary registration of vehicles for this purpose. Nothing extra shall be paid on this account.
- 5 The contractor shall intimate contact number/ mobile number of himself as well as of the supervisory staff who have to carry out this job of disposal of malba.
- 6 Contractor shall pay initially the actual JMC dumping ground tax (including advance amount if required by JMC to be deposited with them) to the JMC authorities/in-charge at dumping ground or other nearby specified dumping ground of JMC and the same shall be reimbursed from time to time to the contractor by department on production of receipt of such charges.

SPECIAL CONDITION FOR PROVISIONAL RATE AND SAFETY AT SITE

The work under Maintenance Circle are small and very urgent in nature. The work is generally executed in the occupied building /running road/ running drain/ soon to be occupied road/ Building/facility. Therefore, the contractor has to understand the critical urgency specifically required for maintenance work. He is supposed to provide full attention, manpower, material, equipment e.t.c. so that the work is complied within the specified time as per the contract. The maintenance work also required special safety precaution as these work are to be executed in the occupied building/ running roads/ running facilities. Therefore, the following special condition shall prevail over other condition/ manual provision / contract conditions applicable to this contract.

1 Special Condition-Provisional Rate Limit:-

(a) For Civil (Building/Road) & Electrical works:

- I. **Provisional rate for items involving agreement item:-** if agreement item is not completed and some part of the item like defects rectification, testing, pending certification, incomplete work e.t.c is due to be completed then the provisional rate is to be approved by the Engineer in charge. The rate under provisional rate shall not be more than 75% of the agreement rate. The balance rate shall be paid on financial completion of item.
- II. **Provisional rate for items involving Non-agreement item/Extra item/Substituted Item :-** If the final rate of such item is yet to be approved by the competent Authority / Engineer in-charge. In such case, the provisional rate for payment shall not be more than 75% of the proposed rate. The balance rate shall be paid on final completion of item.

(b) Provisional rate for items involving Supply of Electrical equipment / RO System / DG Set/ Pumps/Control Panels/Water cooler/ Air conditioner/ UPS/ Voltage Stabilizers/ Fan/ Exhaust Fan e.t.c.:- The provisional rate / part rate shall be limited to 50% of the agreement rate/ proposed rate. The balance rate shall paid on final completion of item.

2 Safety at sites:

The contractor shall adhere to complete safety and security measures during execution of the work. He will be fully and solely responsible for any accident / injury which happens at his site which has been handed over to him. The Engineer in-charge or his representative may also intimate Police / administrative in case he or his representative finds that adequate safety measures at the work site is not being taken by contractor and there are chances of happening accident / injury to his staff or to the public or to occupant or to the users of the building/ road/ facility within the handed over site or of location adjacent to the site affected by execution of subject work. Police/ administration may also be requested to file criminal FIR against the contractor in such inadequate safety precautions and resulting any accident/injury by Engineer in-charge or his representatives, if required.

Special Condition of Contract for deciding rate of Extra item where agreement amount is less than estimated cost put to tender

- 1 In case the agreement cost is below the estimated cost put to tender then the rate of extra item shall be decided as below-
- 1-a It is imperative upon the Contractor to check the details of Schedule of Quantities in the NIT, visit the site for assessing the scope of work and verify all the details of the NIT vis-à-vis site condition and scope of work.
- 1-b Due care has been taken while preparing the NIT including Schedule of Quantities. However, few items of work might have been missed in the NIT or few items of work may crop up during execution which may be essential to complete the work. Contractor being experienced should make assessment of such items and account for such 'Extra Item' while quoting the tender. The payment for such items shall be paid under 'Extra Item'. The rate of Extra item shall be decided as below-
 - For non-scheduled item/non DSR item/ analysed rate items-
In case the agreement amount is below the estimated cost put to tender then the same below percentage shall be applied over analysed rate of extra items for payment of extra items.
 - For DSR Item-
In case the agreement amount is below the estimated cost put to tender then the same below percentage shall be applied over applicable DSR rate for payment of extra items.
- 1-c The decision of Engineer in-Charge shall be final and binding upon the Contract.

PARTICULAR SPECIFICATIONS
(AS APPLICABLE)

A- CIVIL & SANITARY INSTALLATIONS / WATER SUPPLY / DRAINAGE WORK:

1 SCAFFOLDING:

Double steel scaffolding having two sets of vertical supports shall be provided wherever required. The supports shall be sound and strong, tied together with horizontal pieces over which scaffolding planks shall be fixed. **Nothing extra will be paid on account of scaffolding.**

2 WOOD WORK:-

2.1 The wood work in general shall be carried out as per CPWD Specifications – 2009 Vol. I & II with upto date correction slips.

2.2 All fittings and fixtures shall be got approved from the Engineer-in Charge before procurement well in advance and the approved samples shall be kept at site till completion of the work.

2.3 Glazing for toilets shall be of translucent type.

2.4 The shape and size of beading shall be as per mention in schedule of quantities. The joints of beading shall be mitred.

2.5 Fire Resisting Doors

The doors shall be procured from approved manufacturer.

The fire check door shall be conforming to IS-3614 (Part-I):1966

The fire check door shall not collapse during of hot gases or the flames through the rebate of the gap between the door frame and shutter or through the holes, developed in the shutter during fire.

2.5.1 Steel Door

Material: - Door frames and leaves shall be made from ZINTEC ELECTRO GALVANISED STEEL.

Door Leaves shall be constructed from 1.25 mm thick electro galvanized steel sheet press formed to provide fully flush, double skin door shell, with lock seam joints at style edges with internal reinforcement at top, bottom and styles edges for fire rating. The internal construction of door shall be specially designed honey combed structure with reinforcement at top, bottom and style surround.

Door Frames shall be manufactures from 1.6mm thick galvanized steel sheet press formed to double rebate profile of size 143 x 57 mm (± 0.3 mm) with a maximum bending radius of 1.4 mm.

Sill: Sill shall be made from 1.6 mm 916G) zinc coated steel sheet shaped to prevent water ingress and entrapment.

2.5.2 **Wooden Door**-The door shall be manufactured as per CPWD specifications besides satisfying the ingress and entrapment

2.5.3 **Vision Panel**-shall be rated vision panels with 6 mm thick clear glass (2 hours fire rating) made from Spin turned Rings (380 mm dia circular vision panel) or press formed (300 mm Square vision panel). Glass shall be fixed with glazing gasket of self sticking ceramic glass fibre having a classification temperature of 1260 Deg.

2.5.4 **Finish**-the door frame and door shutter shall be finished with thermo setting acrylic paint for scratch resistance and durability. The paint shall be of approved brand and quality.

2.5.5 **Lock**- Mortice sash lock with internal thumb turn and external key operation with lever handles shall be provided.

2.5.6 **Flush Bolts (Double Door)**-300 mm concealed extended lever action flush bolts satin finish, fixed to top and bottom of the inactive blade shall be provided.

- 2.5.7 **Automatic Flush Door**-Dual adjustable speed automatic door closer with rack and pinion method shall be provided.
- 2.5.8 **Panic Hardware** - Heavy duty panic bars for easy access fire escapes shall be provided.
- 2.5.9 **Electro Magnetic Devices**- Doors hold on electromagnetic device suitable arrangement to be connected to active fire alarm systems shall be provided.
- 2.5.10 **Door Co- Ordinates** -Mechanical door coordinates for coordination proportionally of double door shall be provided.
- 2.5.11 **Smoke Seals** -PEMKO heavy duty smoke seals for smoke doors shall be provided.
- 2.5.12 Area of door shutter only be measured for payments.
- 2.5.13 The rates shall be inclusive of all material, T&P, Labour etc. complete including testing etc. as described above.

3.0 Ceramic Tiles/Vitrified Tiles Work/ Kota stone flooring

Work shall be carried out as per CPWD Specifications- 2009 Vol I & II with up to date correction slips.

The tile shall be conforming to IS-15622.

The quality of material Should be checked for every 1000 tiles or part thereof.

Rates shall be inclusive of all operations including labour, material, T&P, scaffolding etc. complete. Nothing extra shall be payable on any account.

Size of tiles shall not be less than 500 mm x 500 mm or 600 mm x 600mm.

One piece Kota stone for treads / risers in staircase shall be used and nothing extra shall be paid on this account.

4 FINISHING

- 4.1 The work shall be carried out as per CPWD Specifications- 2009 - Vol. I & Vol. II with upto date correction slips.
- 4.2 All painting material shall brought to the site of work in the original sealed containers. The material brought to the site of work shall be sufficient for at least 30 days of work. The material shall be kept under the joint custody of contractor and representative of the Engineer-in-Charge. The empty contains shall not be removed from the site till the completion of the work without permission of the Engineer-in-Charge.

5 MISCELLANEOUS WORKS

Work shall be carried out as per CPWD Specifications- 2009 - Vol. I & Vol. II with upto date correction slips.

6 SPECIFICATIONS FOR ALUMINIUM DOOR, WINDOW, AND VENTILATOR WORK ETC.

6.1 Extent and intent

The work shall be carried out through an approved specialist contractor, who shall furnish all materials, labour, accessories, equipment, tool and plant and incidentals required for providing and installing anodized aluminum doors, windows, claddings, Louvers and other items as called for on the drawings. The drawings and specifications cover the major requirement only. The supplying of additional fastenings, accessory features and other items not mentioned specifically herein, but which are necessary to make complete Installations shall be a part of this contract.

6.2 General

Doors & windows etc. shall be Mention of size in schedule of quantities.

6.3 Drawings

The contractor shall submit the Catalog/drawings of doors, Windows, louvers, cladding and other aluminum work, based on architectural drawings, to the Engineer-in-Charge for his approval. The drawings shall show full size sections of doors, windows etc. thickness of metal (i.e wall thickness), details of construction, sub frame/ rough ground profile, anchoring details, hardware as well as connection of windows, doors and other metal work to adjacent work. Samples of all joints and methods of fastening and joining shall be submitted to the Engineer-in-Charge for approval well in advance of commencing the work.

6.4 Samples

Samples of doors, windows, louvers etc. shall be fabricated, assembled and submitted to the Engineer-in-Charge for his approval. They shall be of sizes types etc. as decided by Engineer-in-Charge. All samples shall be provided at the cost of the contractor.

6.5 Sections

Minimum doors and windows shall be fabricated from extruded section of profile of detailed on drawings. The sections shall be extruded by the manufacturers approved by the Engineer-in-Charge. The aluminum extruded sections shall conform IS designation 63400-WP (HV9WP Old designation) with chemical composition and technical properties as per IS 733 and IS : 1285. The permissible dimensional tolerance of the extruded sections shall be such as not to impair the proper and smooth function/ operation and appearance of doors and windows.

6.6 Fabrication

Doors, windows, etc. shall be fabricated to sizes as shown, at factory and shall be of section, sizes combinations and details as shown in the Architectural Drawings. All doors, windows etc. shall have mechanical joints. All members shall be accurately machined and fitted to form hairline joints prior to assembly. The joint and accessories such as cleats, brackets, etc. shall be of such materials as not to cause any bimetallic action. The fabrication of doors, windows, etc. shall be done in suitable sections to facilitate easy transportation, handling and Installations. Adequate provision shall be made in the door and window members for anchoring to support and fixing of hardware and other fixtures as approved by the Engineer-in-Charge.

6.7 Anodizing

All aluminum sections shall be anodized as per IS : 7088 and to required colour as specified in the item as per IS : 1868 grading as specified in item schedule after cutting the member to requisite sizes before the final assembly. Anodizing to confirming specified grade with minimum average thickness of 50 microns when measured as per IS 612. The anodic coating shall be properly sealed by steam or in boiling water are cold sealing process as per IS : 1868/IS:6057. Polythene tape protection shall be applied on the anodized section before they are brought to site. All care shall be taken to ensure surface protection during transportation, storage at site and Installations. The tape protection shall be removed on Installations. The samples will be tested in the approved laboratory and cost of samples, cost of testing, shall be borne by the contractor.

6.8 Protection of Finish

All aluminum members shall be wrapped with approved self adhesive non- staining PVC tapes.

6.9 Handling and stacking

- 6.9.1** Fabricated materials shall be stacking in an approved manner to protect the material against any damage during transportation. The loading and unloading shall be carried out with utmost care, on receipt of materials at site, they shall be carefully examined to detect any damaged pieces. Arrangements shall be made for expeditious replacement of damaged piece/ parts. Materials found

to be acceptable on inspections shall be repacked in crates and stored safely

- 6.9.2 In the case of composite windows and doors, the different units are to be assembled first. The assembled composite units should be checked for line, level and plumb before final fixing is done. Units may be serial numbered and identified as how to be assembled in their final location of situation so warrants.
- 6.9.3 Where aluminum comes into contact with masonry brickwork, concrete, planter or dissimilar metals, it shall be coated with approved insulation lacquer, paint or plastic tape to ensure that electro- chemical corrosion is avoided. Insulation material shall be trimmed off to a clean flush line on completion.
- 6.9.4 The contractor shall be responsible for assembling composite, bedding and filling the groove with backup roads polysulphide sealant inside and outside.
- 6.9.5 Placing the doors, windows etc. in their respective opening. After the doors/ windows have been fixed in their correct assigned position, the open hollow sections abutting masonry concrete shall be fitted with approved polysulphide sealant densely packed and neatly finished.
- 6.9.6 The contractor shall be responsible for doors, windows, etc. being set straight plumb, level and for their satisfactory operation after fixing is complete.

6.10 Installations

- 6.10.1 Just prior to Installations the doors, windows etc. shall be uncrated and stacked on edge on level bearers and supported evenly. The frame shall be fixed into position true to line and level using adequate number of expansion machine bolts, anchor fasteners of approved size and manufacturer and in an approved manner. The holes in concrete/ masonry members for housing anchor bolts shall be drilled with an electric drill.
- 6.10.2 The doors, windows assembled as shown on drawings shall be placed in correct final position in this opening and marks made on concrete members at jambs, sills and heads against the holes provided in frames for anchoring. The frame shall then be removed from the opening and laid aside. Neat hole with parallel sides of appropriate size shall then be drilled in the concrete members with an electric drill at the marking to house the expansion bolts. The expansion bolts shall then be inserted in the holes, struck with a light hammer till the nuts is forced into the anchor shell. The frame shall then be placed in final position in the opening and anchored to the support through cadmium plated machine screws of required size threaded to expansion bolts. The frame shall be set in the opening by using wooden wedges at supported and bar plumbed in position. The wedges shall invariably be placed at meeting points of glazing bars and frames.

6.11 Mastic Cement

The gaps between frames and supports and also any gaps in the windows section shall be raked out as directed and filled with mastic cement of approved colour and make to ensure complete water tightness. The mastic cement shall be of such colour and composition that it would not stain the masonry/ concrete work, shall receive paint without bleeding, will not sag and shall not set hard or dry out under any Conditions of weather. The samples of mastic cement to be used for this purpose shall be got approved by the Engineer-in-Charge before its actual use.

6.12 Sealant

- Use modified silicone for joint subject to movement and in glazing.
- Surfaces to receive sealant shall be properly prepared, cleaned, primed and excess sealant removed from finished surfaces.
- Sealed joints shall be neatly tooled and surfaces smoothed.
- Follow the instruction of the sealant manufacturers.
- Colour of the sealant shall be approved by the Engineer-in-Charge.

6.12.1 Glazing

- Glazing shall generally be accomplished from the inside of building.
- The glazing system shall be designed to this end use a continuous E.P.D.M compression gaskets on both sides (Present Gasket on one side of glazing pocket and roll in gasket on another side). A continuous wet seal shall be employed to ensure a complete water tightness.
- Maintain a minimum glazing bite, edge clearance and surface clearance depending on the glass as recommended by the glass manufacturer.

6.12.2 Sealant and Gasket Application

- Sealant and gasket shall be provided wherever shown in the drawings or required for a permanently weather tight Installations. The sealing mechanism is necessary but is not indicated, it shall be of type recommended by the sub- contractor and approved by the Engineer-in-Charge. All adjoining surfaces shall be protected to receive sealant against staining by masking and/ or other methods.
- Joints and joint surfaces shall be clean, dry, and free of any material that may have an adverse effect on the bonding and/ or seal of the sealant and gasket materials.
- Apply sealant and gasket under the Conditions recommended by the manufacturer(s). Prime all surface to receive sealant and gasket unless recommended otherwise, use no sealant that has started to set in its container or a sealant that has exceeded the self life published by the manufacturer.
- Fill all joints continuously and completely with sealant, forming a neat, uniform, concave bead. Finish the material flush with adjoining surfaces unless shown on the drawings. All sealant surfaces shall be tooled smooth.
- Tensile or shear stress in structural silicone sealant joint shall not exceed 1.4 kg./sqm.

6.13 Protection & Cleaning

The contractor shall adequately protect all components and accessories from damage during shipments, storage at job site, erection and after completion of the work. At such time as may be directed, the sub contractor shall remove all protective tapes or coating, thoroughly clean all anodized aluminum and glass surfaces with suitable cleaning agent, make final adjustments to all ventilators, etc. and hardware leaving all in first class working order.

- 6.14** Work shall be carried out as per CPWD Specifications- 2009 - Vol.I& Vol. II with upto date correction slips.

7 SANITARY INSTALLATIONS/ WATER SUPPLY/ DRAINAGE

- 7.1** The work in general shall be carried out as per CPWD Specifications- 2009 Volume-I and II with upto date correction slips. Rate includes all materials, labour and all the operations mentioned in the respective item unless and otherwise specifically mentioned.
- 7.2** The tendered rates shall include the cost of cutting holes in walls, floors, RCC slabs etc. wherever required and making good the same for which nothing extra shall be paid.
- 7.3** The CI/CPVC pipe wherever necessary shall be fixed to RCC columns, beams etc. with raw plugs of approved quality and nothing extra shall be paid for on this account.
- 7.4** 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.

7.5P/S floor traps shall be of deep seal type of approved make, P/S traps shall have a minimum water seal of 75 mm while for floor traps shall have a minimum water seal of 50mm.

8 Interlocking Paver Blocks

8.1 The Interlocking Paver Blocks shall confirm to IS-15658.

8.2 The quality of material shall be checked for every 100 Paver Blocks (of Each grade) or part thereof.

9 STEEL WORK IN SINGLE SECTION FIXED INDEPENDENTLY WITH CONNECTING PLATE-

The steel work in single section of R.S. joists, flats, Tees Angles fixed independently with or without connecting plate, is described in these clauses.

9.1 Fabrication

The steel sections as specified shall be straightened and cut square to correct lengths and measured with a steel tape. The cut ends exposed to view shall be finished smooth. No two pieces shall be welded or otherwise jointed to make up the required length of member. All straightening and shaping to form, shall be done by pressure. Bending or cutting shall be carried out in such a manner as not to impair the strength of the metal.

9.2 Painting

All surfaces which are to be painted, oiled or otherwise treated shall be dry and thoroughly cleaned to remove all loose scale and loose rust. Surfaces not in contact but inaccessible after shop assembly, shall receive the full specified protective treatment before assembly. This does not apply to the interior of sealed hollow sections. Part to be encased in concrete shall not be painted or oiled. A priming coat of approved steel primer such as Red Oxide/Zinc Chromate primer conforming to IS 2074 shall be applied before any member of steel structure are placed in position or taken out of workshop.

9.3 Erection

Steel work shall be hoisted and placed in position carefully without any damage to itself and other building work and injury to workmen. Where necessary mechanical appliances such as lifting tackle winch etc. shall be used. The suitability and capacity of all plant and equipment used for erection shall be upto the satisfaction of the Engineer-in-charge.

10 STEEL WORK IN BUILT UP SECTION (WELDED)

The steel work in built up sections (welded) such as in trusses, form work etc. is specified in this clause.

10.1 Laying out

A figure of the steel structure to be fabricated shall be drawn on a level platform to full scale. This may be done in full or in parts, as shown on drawings or as directed by the Engineer-in-Charge. Steel tape shall be used for measurements

10.2 Fabrication

10.2.1 Straightening, shaping to form, cutting and assembling, shall be as per 10.3.2 as far as applicable, except that the words "riveted or bolted" shall be read as "welded" and holes shall only be used for the bolts used for temporary fastening as shown in drawings.

10.2.2 Welding

Welding shall generally be done by electric arc process as per IS 816 and IS 823. The electric arc method is usually adopted and is economical. Where electricity for public is not available Generators shall be arranged by the contractor at his own cost unless otherwise specified. Gas welding shall only be resorted to using oxyacetylene flame with specific approval of the Engineer-in-charge. Gas welding shall not be permitted for structural steel work Gas welding required heating of the members to be welded along with the welding rod and is likely to create temperature stresses in the welded members. Precautions shall therefore be taken to avoid distortion of the members due to these temperature stresses. The work shall be done as shown in the shop drawings which should clearly indicate various details of the joint to be welded,

type of welds, shop and site welds as well as the types of electrodes to be used. Symbol for welding on plans and shops drawings shall be according to IS 813. As far as possible every efforts shall be made to limit the welding that must be done after the structure is erected so as to avoid the improper welding that is likely to be done due to heights and difficult positions on scaffolding etc. apart from the aspect of economy. The maximum dia of electrodes for welding work shall be as per IS 814. Joint surfaces which are to be welded together shall be free from loose mill scale, rust, paint, grease or other foreign matter, which adversely affect the quality of weld and workmanship.

10.2.3 Precautions

All operation connected with welding and cutting equipment shall conform to the safety Requirements given in IS 818 for safety requirements and Health provision in Electric and gas welding and cutting operations.

10.2.4 Inspection and testing of welds shall be as per IS 822.

10.2.5 Assembly

Before welding is commenced, the members to be welded shall first be brought together and firmly clamped or tack welded to be held in position. This temporary connection has to be strong enough to hold the parts accurately in place without any disturbance. Tack welds located in places where final welds will be made later shall conform to the final weld in quality and shall be cleaned off slag before final weld is made

10.2.6 Erection

while erecting a welded structure adequate means shall be employed for temporary fastening the members together and bracing the frame work until the joints are welded. Such means shall consists of applying of erection bolts, tack welding or other positive devices imparting sufficient strength and stiffness to resist all temporary loads and lateral forces including wind. Owing to the small number of bolts ordinarily employed for joints which are to be welded, the temporary support of heavy girders carrying columns shall be specially attended. Different members which shall be fillet welded, shall be brought into as close contact as possible. The gap due to faulty workmanship or incorrect fit if any shall not exceed. 1.5 mm if gap exceeds 1.5 mm or more occurs locally the size of fillet weld shall be increased at such position by an amount equal to the width of the gap.

10.2.7 Painting

Before the member of the steel structures are placed in position or taken out of the workshop these shall be painted as specified Oxide/Zinc Chromate primer conforming to IS 2074 shall be applied before any member of steel structure are placed in position or taken out of workshop.

10.2.8 Welded Steel Drawn Wire Fabric

This shall conform to IS 4948 and shall have rectangular mesh of 75×25 mm size with wires of diameter not less than 5 mm longitudinally and 3.15 mm transversely. Its weight shall be not less than 7.75 kg/m² unless otherwise specified.

List of Material of Approved Make/ Manufacture Name
(AS APPLICABLE)

Sl No	Materials	Manufacture Name/ Approved Make
Civil items		
1	Ordinary Portland cement 43 grade as per IS: 8112	A.C.C, ULTRATECH, SHREE CEMENT, AMBUJA, J.K CEMENT & DALMIA CEMENT,
2	Reinforcement Steel (TMT)	SAIL, TATA STEEL, RINL, JINDAL STEEL and POWER Ltd. , JSW ltd.
3	Structural Steel Sections	SAIL, TISCO, RINL, JSW, JINDAL STEEL,
4	Structural Steel tube/pipes	JINDAL, TATA, APOLLO, ELECTRO STEEL
5	White Cement	BIRLA WHITE, J.K WHITE
6	Ready Mixed Cement Concrete	ACC, LAFARGE, ALTRATECH, SHREE, ENPOCEM, RMC READYMIX (INDIA).
7	Block Jointing Mortar	J.K LAKSHMI, AEROCON SMARTFIX
8	Glazed ceramic Tiles	SOMANY, KAJARIA, NITCO, ORIENT DELL, JOHNSON
9	Verified Tiles	SOMANY, KAJARIA, NITCO, ORIENT DELL, JOHNSON, MARBONITE, EURO
10	Wall/ putty	JK WHITE, BIRLA WHITE, SARA PUTTY, AEROCON SMARTPUTTY, ASAIN
11	Plaster of Paris	JK LAKSHMI, SAKARNI, SHRIRAM, NIRMAN
12	Gypsum Plaster	SAINT GOSAIN, SAKARNI, J.K LAKSHMI
13	EPDM Gasket	MANU, ANAND, RAVEN, ROOP, LESCUYER
14	Porcelain tiles	JOHNSON, ASIAN(AGL), CENTURY
15	Chequered Tile	NITCO, ULTRA, UNISTNOS, MODERN
16	CC Pavers Precast CC Kerb stone, RCC Slab	NITCO, DALAL, CICO
17	Grass Paver	UNISTONE, ULTRA, HINDUSTAN, KK
18	SFRC/ Precast C.C Covers	KK MANHOLE, JAIN, PRAGATI, HINDUSTAN
19	Precast C.C Interlocking Tiles	PAVER INDIA, KK, S&S MOON LIGHT
20	Fly ash Brick	POWER BRICK, YBW PROJECT, ASH TECH.
21	Glass Mosaic Tiles	PALLADIO CORAL, MRIDUL, BISAZZA, MMG TILES
22	Insulation for pipe, Rubber Insulation	KAIFLEX, ARMAFLEX, CAREFLEX, VIDEOFLEX AFLEX
23	Copper tubes/ Pipes	RAJCO, MEXFLOW, DELHI METAL, ABC Or EQUIVALENT
Construction Chemicals		
1.	Water Proofing Compound	VELOSIT, FOSROC, PIDILITE, SIKA, SUNANDA SPECIALITY COATINGS, X CALIBUR CONSTRUCTION SYSTEMS INC, SUPREME BITUCHEM INDIA, CHOWGULE
2.	Admixtures	FOSROC, SIKA, VELOSIT, CICO, BASF, STP LTD, SUNANDA SPECIALITY COATINGS, HEADWAY CHEMICALS INDIA PVT. LTD, SUPREME BITUCHEM INDIA PVT. LTD, MC BAUCHEME, CHOWGULE
3.	Tile Adhesive	BAL ENDURA, LATICRETE, FOSROC, SUNANDA SPECIALITY COATING, MAGICRETE, FEVICOL, ANCHOR, VELOSIT, HEADWAY CHEMICAL INDIA PVT. LTD, SUPREME BITUCHEM INDIA PVT. LTD, CHOWGULE, RACHTR CHEMICALS

4.	Grouting Compound	BAL ENDURA, PIDILITE, LATICRETE, SUNANDA SPECIALITY COATING, FOSROC,CICO, STP LTD. VELOSIT, WEBBER, MYK SCHOMBURG, HEADWAY CHEMICALS INDIA PVT. LTD, SUPREME BITUCHEM INDIA PVT. LTD, RACHTR CHEMICALS, CHOWGULE
5.	Epoxy Mortar	FOSROC, VELOSIT,SIKA, SUNANDA SPECIALITY COATING,CICO,HEADWAY CHEMICALS INDIA PVT. LTD, SUPREME BITUCHEM INDIA PVT. LTD, MYK SCHOMBURG, RACHTR CHEMICALS, CHOWGULE
6	High performance epoxy Based Resin Anchor System	BASF, FOSROC, HILTI, SUNANDA SPECIALITY COATING, X CALIBUR CONSTRUCTION SYSTEMS INC, SUPREME BITUCHEM INDIA PVT. LTD, RACHTR CHEMICALS, CHOWGULE
7	Polysulphide / silicon sealant	GE, DOW CORNING, PIDILITE, WACKER, SUNANDA SPECIALITY COATING, CONSTRUCTION PRODUCTS INDIA LTD, HEADWAY CHEMICALS INDIA PVT. LTD, SUPREME BITUCHEM INDIA PVT. LTD, BENGAL BITUMEN
8	Solvent Based Silicon , Repellent Coating	PIDILITE, GE, MC BAUCHEMIE, WACKER, VELOSIT, SUNANDA SPECIALITY COATING, X CALIBUR CONSTRUCTION SYSTEMS INC,RACHTRCHEMICALS, CHOWGULE
9	Floor Hardener	PIDILITE, FOSROC, SIKa, MC BAUCHEMIE, VELOSIT,MYK SCHOMBURG, X CALIBUR CONSTRUCTION SYSTEMS INC, SUPREME BITUCHEM INDIA PVT. LTD, RACHTR CHEMICALS,
10	Fire Retardant Paint	SUNANDA SPECIALITY COATING, AKZO
11	APP Membrane water proofing	PIDILITE, SIKa, STP LTD, TEXSA BITUMAT CO. LTD, SUNANDA SPECIALITY COATING, HEADWAY CHEMICALS INDIA PVT. LTD, SUPREME BITUCHEM INDIA PVT. LTD, BENGAL BITUMEN, CHOWGULE
12	A. Integral Crystalline Admixture for concrete waterproofing treatment	VELOSIT, PENETRON, KRYTON, SUNANDA SPECIALITY COATING, X CALIBUR CONSTRUCTION SYSTEMS INC, MC BAUCHEMIE, CHOWGULE
	B. Crystalline Power waterproofing coating	VELOSIT, PENETRON,KRYTON, , SUNANDA SPECIALITY COATING, X CALIBUR CONSTRUCTION SYSTEMS INC, BENGAL BITUMEN, CHOWGULE
13	Adhesives	FEVICOL, ANCHOR, DUNLOP, 3M, PIDILITE, SIKa, THERMOSHIELD, VAMORGANIC, MYK SCHOMBURG VELOSIT, X CALIBUR CONSTRUCTION SYSTEMS INC, RACHTR CHEMICALS,
14	Weather silicon sealant	WACKER, DOW CORNING, MCCOY, SOUDAL, SUNANDA SPECIALITY COATING, RACHTR CHEMICALS,
15	Backer Rod	SUPREME IND. LTD, SYSTRANS POLYMERS, RACHTR CHEMICALS,
16	Bitumen, crmb-55, CRMB-0, PMB	INDIAN OIL, HINDUSTAN PETROLEUM, BHARAT PETROLEUM, SWASTIK, SHIVA ASPHALT, OOMS PMR PVT. LTD, BENGAL BITUMEN
17	Non Metallic surface hardner	FOSROC, SIKa,VELOSIT, MC BAUCHEMIE, SUNANDA SPECIALITY COATING, , X CALIBUR CONSTRUCTION SYSTEMS INC, SUPREME BITUCHEM INDIA PVT. LTD, MYK SCHOMBURG, RACHTR CHEMICALS,
18	Sunken portion / terrace water proofing (Cementitious treatment)	VOLOSIT, FOSROC, SIKa, MC BAUCHEMIE, SUNANDA SPECIALITY COATING, , X CALIBUR CONSTRUCTION SYSTEMS INC, SUPREME BITUCHEM INDIA PVT. LTD, MYK SCHOMBURG, BENGAL BITUMEN,CHOWGULE
19	PVDF	RADIANT, ANODIZERS, AKZONOBLE

20	Curing Compound	FOSROC, VELOSIT, SUNANDA SPECIALITY COATING,SIKA, BASF, MC BAUCHEMIE, , SUPREME BITUCHEM INDIA PVT. LTD, MYK SCHOMBURG, RACHTR CHEMICALS,
21	Access floor system	KEBAO, COMFLOOR,M-FLOOR, MC BAUCHEMIE
22	Power coating material Pure Polyster	JOTUN, BERGER, GOODLESS, NEROLAC
23	Water stops	FOXOPAM, MARUTI RUBBER, VOLOSIT,X CALIBUR, CONSTRUCTION SYSTEM INC
24	Corrosion inhibiting admixture (ASTM G1, ASTM G3, ASTM G 109)	SUNANDA SPECIALITY COATING, BASF, FOSROC,,SIKA,MYK SCHOMBURG, VELOSIT
25	Liquid Applied Modified PU Water Proofing Membrane for bridge, deck water proofing/ Terrace water proofing	VOLOSIT,SUNANDA SPECIALITY COATING, BASF, X CALIBUR CONSTRUCTION SYSTEMS INC, BENGAL BITUMEN,CHOWGULE
26	Ant carbonation coatings	SUNANDA SPECIALITY COATING, VELOSIT, BASF, FOSROC, ICI LTD, HEADWAY CHEMICALS INDIA PVT. LTD, SUPREME BITUCHEM INDIA PVT. LTD, MC BAUCHEMIE, CHOWGULE, ICI LTD. NEROLAC, BERGER
27	Food Grade Epoxy Coating	SUNANDA SPECIALITY COATING,SIKA, BASF, VELOSIT, X CALIBUR CONSTRUCTION SYSTEMS INC, RACHTR CHEMICALS, CHOWGULE
28	Epoxy Flooring	SUNANDA SPECIALITY COATING,SIKA, BASF, RACHTR CHEMICALS, CHOWGULE
29	PU flooring	SUNANDA SPECIALITY COATING,SIKA, BASF, VELOSIT, X CALIBUR CONSTRUCTION SYSTEMS INC, RACHTR CHEMICALS, CHOWGULE
30	In tumescent coatings	SUNANDA SPECIALITY COATING,AKZO, NOBEL, FSI LTD
31	PU Coatings for Structural steel	SUNANDA SPECIALITY COATING, SIKA, VELOSIT, X CALIBUR CONSTRUCTION SYSTEMS INC, CHOWGULE
32	Epoxy Coatings for structural Steel	SUNANDA SPECIALITY COATING, SIKA, VELOSIT, X CALIBUR CONSTRUCTION SYSTEMS INC, RACHTR CHEMICALS,
PAINTS		
1	Water proofing cement paints	ASIAN, ICI LTD, BERGER, NEROLAC,SNOWCEM, RachTR CHEMICALS, CHOWGULE
2	Textured exterior paint	ASIAN, BERGER, NEROLAC, SUNANDA SPECIALITY COATING,ICI, CHOWGULE
3	Synthetic enamel paints	ASIAN, ICI LTD, BERGER, NEROLAC
4	Plastic/ acrylic emulsion paint	ASIAN, ICI LTD, BERGER, NEROLAC, SUNANDA SPECIALITY COATING
5	Oil bound Distemper	ASIAN, ICI LTD, BERGER, NEROLAC
6	Cement Primer	ASIAN, ICI LTD, BERGER, NEROLAC, SNOWCEM INDIA LTD.
7	Premium Acrylic smooth exterior paint emulsion	ASIAN, ICI LTD, BERGER, NEROLAC, SUNANDA SPECIALITY COATING
8	Steel/ wood primer	ASIAN, ICI LTD, BERGER, NEROLAC, SHALIMAR
9	Epoxy Paint	ASIAN, ICI LTD, BERGER, NEROLAC, SNOWCEM INDIA LTD, SUNANDA SPECIALITY COATING, RACHTR CHEMICALS,
10	Wood finish (Melamine & PU Polish)	ASIAN,ICILTLD,BERGER,NEROLAC,PIDILITE,WEMBLEY,SHALIM AR

11	Thermo plastic paint	ASIAN, BERGER, RELIANCE THERMOPLAST, S.N. IND. OSCAR
12	Road Marking Paint	NEROLAC, ASIAN, SHALIMAR, BERGER, EVERSHINE
Wood Work		
1	PLY BOARD, PLYWOOD	GREEN PLY, DURO, CENTURY, ARCHID, MERINO, NATIONAL, KITLAM
2	LAMINATE	ARCHID, MERINO, GREEN, CENTURY, KITLAM, FORMICA, NATIONAL
3	VENER PLY, NATURAL WOOD VENEERS	MERINO, GREEN LAM, DURO, CENTURY, SONEAR, TRU-WOOD, MAYUR, ARCHID, KITLAM
4	PRELAMINATED PARTICLE BOARD	CENTURY, KITLAM, MERINO, ACTION TESA, ARCHID, NATIONAL, ECOBOARD, ANCHOR, BHUTAN BOARD GREEN
5	FLUSH DOOR	CENTURY, ARCHID, MERINO, KITLAM, NATIONAL, SWASTIK CORBETT, KUTTY, FLUSHDOOR, DURO, GREEN
6	GYPSUM BOARD	INDIA GYPSUM, LAFARGE, SAINT GOBAIN, BORAL, AMF
7	LOCKS, LETCH	GODREJ, HARRISON, PLAZA, YALE, HETTICH, HARDWYN, DORMA
8	FRICTION STAY HINGES, BALL BEARING HINGES & SPRING HINGS	EARL-BIHARI, EBCO, GODREJ, DORMA, HAFELE, GREEN
9	NUTS, BOLTS & SCREWS	GKW, KUNDAN, PRIYA, ATUL, PUJA
10	DASH, ANCHORING FASTENERS & CRAMP	HILTI, FISCHER, AXEL, CANON, BOSCH
11	MDF BOARD	NUWOOD, DURATUFE BAJAJ
12	FRAME SYSTEM FOR INTERNAL PARTITION	SAINT GOBAIN, GYPROC BOROL/AMS
13	WALL PAPER	ROSELLE, EGOWALL PAPERES VESCOM
ALUMINIUM, STEEL, FALSE CEILING, ROOF AND GLASS WORK		
1	Stainless steel hardware fittings (Heavy Duty)	DORMA, OZONE, GODREJ, GENE, HAFELE, BLUM, DORSET, PERGO
2	Aluminum Section for doors, window & partition e.t.c.	JINDAL, HINDALCO, INDALCO, NALCO, BHORUKA
3	Anodised Aluminum hardware (Heavy Duty)	NU-LITE, SARGENT, EVERITE, GODREJ, HARDIMA, HARDWAR, KLASSIC, ALKA, JINDAL
4	Clear/float/frosted glass	MODI, SAINT GOBAIN, ASAHI, PILKINGTON, GOLD PLUS, GLAVERBEL (BELGIUM)
5	Aluminum composite panel	ALSTRONG, REYNOBOND, ALPOLIC, ALUDECOR, ALUCOBONE, ALSTONE, ACROSS BOND
6	Stainless steel section	JINDAL, KICH, ESSAR, NSTYLE-D-LINE, FABRINOX, SALES STEEL
7	High performance solar toughened glass	SAINT GOBAIN, ASAHI, PILKINGTON
8	Reflective glass/lacque red glass	SAINT GOBAIN, ASAHI, PILKINGTON, GLAVERBEL (BELGIUM), MODI GUARD, ATUL
9	false ceiling - gypsum	SAINT GOBAIN, LAFARGE, INDIA GYPSUM, GYROC/BORAL

10	False ceiling metal with supporting grid	SAINTGOBAIN,ARMSTRONG,DEXUNE,USG,ECOPHONE,DECOSO NIC,DAIKEN,UNI-MAT
11	Fire rated glass	SAINT GOBAIN, , PILKINGTON, SCHOTT
12	UPVC window/doors	FENESTA, REHAU, ALUPLAST, PRIZMA,DURO PLAST, WINTech VEKA INDIA
13	Fire door	GODREJ, SHAKTI, NAVAIR
14	Pvc door	RAJSHREE, FINOLEX PLASTICS, E-PLANTA, POLYLINE
15	Factory Made section window	ISI MARK PRODUCT ONLY
16	Puff insulation panel	LLOYD INSULATION/JINDAL/METECHNO/SYNERGY
17	Aanti static high pressure laminate	FORMICA, MERINO ANALCO, CENTURY, BAKELITE HYLAM, DECOLAM, SUNMICA (AICA)
18	Stainless steel screws (unless otherwise specified)	KUNDAN, ARROW, NETTLEFOLD, GKW, PUJA, ATUL
19	Mirror	SAINT GOBIN, MODIGUARD, AIS, ATUL, GOLDEN, PILKINGTON
20	Rockwool / glass wool insulation	TWIGAFIBER, LLYOD INSULATION, SUPREME, SIPLA, UNIFEB
21	Frame system for internal	SAINT GOBIN GYPROC, BOROL, AMS
22	Wire mesh	HAVER STANDRAD, GRAND METAL, STRELING, TRIMURTY WELDED MESH, TIGER
23	Hydraulic door closer / floor spring	HARDWYN GODREJ, YALE, EVERITE, DOORKING, KELWIN, DORMA HAFELE, GEZE
24	S.s. railing	JINDAL, ICICH, ESSAL, DORMA, CONNECT, ARCHT, FABRINOX, STELL N STYLE
25	G.i. sheet	SAIL, TATA, JINDAL
26	Fiber glass sheet	SIMCRYL, SIMBA
27	Rolling shutter	RAMA ROLLING SHUTTER, JYOTI ROLLING SHUTTER, ANAND INDST. SHRI RAM ROLLING SHUTTER
28	M.s. door fittings	ASHISH, OFFORD, GARG, ADARSH
29	Fire check door	ROMAT, KUTTY DOOR, NAVIER
30	Smoke seal strip	IMPORTED PROMAT, ASTRO FLAME
31	Door close lock	INGEROLL RAND, DORMA
32	Panic exit device	INGEROLL RAND, MONARCH
33	Door coordinator	UL-LISTED, MONARCH
34	Tempered glass	MUDIFLOAT, SAINT, GOBIN, ASAHI, GLAVERBEL
35	Doors & window fixture	EVERITE, GODREJ, HARDIMA, HARDWARER, KLASSIC, ALKA JINDAL
36	Metal fire check doors	NAVAIR, SHAKTI-MET GODREJ
37	Steel window	M/S UNITED ENGG. WORKS, RAM NAGAR M/S METAL WINDOW CORP, ROHTAK M/S SKS STEEL INDUSTRIES PIRGARHI ANY OTHER ISI MARKED FACTORY MADE JANGID ENGINEERING WORKS, JAIPUR
38	Ms precoated roofing sheet	TATA BLUESOPE / INTERRAARCH MULTICOLOUR STEEL, LLYOD STEEL
39	Fabricators for aluminum glazing, structural-glazing, aluminum door & windows, acp work.	ALUMAX WINDORZ INDIA PVT. LTD., JANGID ENGINEERING WORKS, JAIPUR

40	Stainless steel fabricators	VETERAN INDUSTRIES (INDIA), KANZ, D LINE, EARL, BEHARI, ANAND
41	Gal vanishing	JENCO / STEEL LINE, LIE, KARAMTARA
42	Laminate flooring	ARMSTRONG, PERGO, FLORENCE
43	PVC Flooring & Vinyl wall	ARMSTRONG, FORBO, GERELOR, INPROCORP
Water supply and sanitary works		
1	Fire clay sink & drain boards	PARRY, SANFIRE
2	G.i. fitting (malleable cast iron)	UNIK, ICS, AMCO, KS, NVR
3	C.i. double flanged non-return valves	KIRLOSKAR, SANT, KARTAR
4	Ptmt fittings	PRYAG, POLYTUF
5	Kitchen loft tank	SINTEX, TIRUPATI, KMS, PLANE, SRI KAMAKSHI, SREYAH NOVEL
6	Plastic seat cover	HINDWARE, CERA, PARRYWARE, KOHLER, NYCER, JOHNSON, PEDDER
7	Pvc cistern	HINDWARE, CERA, PARRYWARE, KOHLER, NYCER, JOHNSON, PEDDER
8	C.i. manhole covers	BIC, KARILANSH DHATU UDHYOG, NEECO, RIF, BCM, SKF, NIF
9	Brass stop & bib cock	ZOLOT, SANT, L&K
10	Brass valve with floats	ZOLOT, SANT, LEADER
11	Ss hinged grating	GMGR, NEER, CHILLY
12	Sanitary accessories	JAQWAR, KIMBERLY, CLARKE, DUNE, EURONICS, CARL-F, KOHLER, SNEARLING, KEROVIT, PARKO, KINGSTON, PARK, HINDWARE, PRYAG
13	Back up rod	SUPREME INDUSTRIES
14	Masking tapes	SUNCONTROL, WONDER POLYMER
15	Treatment on ms brackets	GALVANISED BRACKETS AS PER IS :4759-1996, 610
16	Pvc continuous fillet for periphery packing of glazing curtain wall	ROOP, ANAND, FOREX PLASTIC
17	C.p. accessories	GEM, PARCKO, KINGSTON
18	Moisture resist board	ST-GOBAIN, GYPROC, BORAL
19	Stainless steel mesh	GKD/WMW
20	Floor trap	JAINA, CHILLY, NIRALE
21	Vitreous china sanitary ware and fittings	HINDWARE, CERA, PARRYWARE, KOHLER, NYCER, JOHNSON, PEDDER
22	Stainless steel sinks	NEELKANTH, JAYNA, FRANKE, ANUPAM, NIRALE, COBRA, ALEX, AMC, PRAYAG, CERA
23	C.p. brass fittings	JAQWAR, SOMANY, PARRYWARE, GROHE, KOHLER, GEM, PARKO, KINGSTON, PARK, HINDWARE, PRYAG
24	Centrifugally cast (spun) iron pipes fittings	NECO, RIF, SKF, ACL, HEPCO, MARC, GM, BIC, HIF, JAISWAL, BC
25	Centrifugally cast (spun) iron pipes (class la)	NECO, RIF, SKF, ACL, HIF
26	CPVC pipes fittings	ASTRAL, PRINCE, SUPRME, FINOLEX, AKG, AJAY, FOLOWGAUARD, ASHIRWAD, AEROCON
27	G.i. pipes	TATA, JINDEL, ZENITH, SURYA, G.S.T., KALINGA, PRAKASH, HISSAR

28	G.i. fittings	UNIK,ZOLOTO,KS,ICS,,NVR,JINDAL,R BRAND,AMCO
29	UPVC pipes & fittings	ASTRAL,PRINCE,SUPRME,FINOLEX,AKG,AJAY,FOLOWGAUARD,ASHIRWAD,AEROCON,WETFLOW,ADARSH,SAFE,POLUPACK,KISN
30	Gunmetal valve	LEADER, ZOLOTO, KIRLOSKAR.SANT,KARTAR,KILBURN
31	Ball valve	LEADER, ZOLOTO, KIRLOSKAR.SANT,IBP,ARCO
32	Butterfly valve	LEADER, ZOLOTO, SANT
33	C.i. sluice valve	KIRLOSKAR,IVC,BURN
34	Sfrc manhole cover	KK,JAIN,PRAGATI,BIC,KAPILANSH DHATU UDHYOG,NECO,RIF,BCM,S.S.& CO
35	Rcc pipes	KK,JAIN,PRAGATI,LAKSHMI,SOOD & SOOD JAIN & CO,USHA,DIWAN SPUN PIPE
36	La (ci) pipes	RIF,NEECO,ELECTRO STEEL,IISCO,NEECO,KAPALANSH
37	Ppr pipes	SFMC SAFE,PIONEER INDUST.
38	Ductile iron pipe (water supply)	ELECRO STEEL,KESSO,KDUPL,ELECTRO SPUN
39	Sewerage & drainage pumps	KIRLOSKAR,KSB,CROMPTON GREARES
40	Hdpe pipe & fittings	JAIN,KISAN,ORIPLAST
41	G.i. pipe jointing materials	LOCTILE SS/DR,FIXIT,MC BAUCHEMIE
42	Stoneware pipe & gully traps	PERFECT,BURN,ANAND,PARRY,SKINS GROHE,HIND
43	Water pumps	KIRLOSKAR,KSB,HARRISON
44	Electrical motors	SIEMENS, KIRLOSKAR,NGEF
45	Pvc water tank	SFMC,SINTEX,SPL,UNITEX,SHEETAL,POLYCON ELECTRO,PLAST,STAR,LOTUS
	Stone and other works	
1	Clamp system for dry stone cladding	HILTI,FISCHER,BOSCH
2	Frp chajja & doors, frd shutters, railings	FIBERWAYS,ASHOO MODEL ARTS,NAIVER,SUKARI PROMAT,KUTTY,JINDAL STAINLESS
3	Grc frp screens/railing/jali/cornice s/statues/panels/moldings	TERRA, FIRMA,JINDAL STAINLESS
Electric item:- <ol style="list-style-type: none"> Switch/socket/MCB/Wire should be rupture brand as like Havel's, Anchor, e.tc approved by Engineer in charge. Light or Bulb should be rupture brand as like Syska, Philips or Bajaj e.tc approved by Engineer in charge. 		

Time Limit for Final Bill & Other Condition

- 1** All measurements of all items having financial value shall be entered by the contractor and compiled in the shape of the Computerized Measurement Book having pages of A-4 size as per the format of the department and shall be submitted within 7 days of the execution of the work.
- 2** The contractors shall submit his final bill to the Executive Engineer within 60 Days of Completion of work. No further claims shall be made by the contractor after submission of the final bill and these shall be deemed to have been waived and extinguished.
- 3** In Case he fails to submit the final bill by this time, the bill shall be accepted by the Executive Engineer, only if it is approved by the competent authority as per details below depending upon the quantum of delay in submission of final bill –

Sl. No.	Competent Authority to Condone delay in submission of final bill	Time taken in submission of final bill after completion of work that can be condoned by the authority
1.	Director M&AD	16-30 days
2.	Chief Engineer	31-60 days

- 4** The contractor shall forfeit his claim in case he fails to submit his bill **within 120 Days** after completion of his work.
- 5** The tenderers should read all the instruction terms & condition, contract clause, nomenclature of items, specification etc. contained in the tender documents very carefully, before quoting the rates. The tenderer should also read the general condition of contract for CPWD Works 2014.
- 6** The contractor shall quote his rates keeping in mind the salient highlights, specifications, terms & Conditions, additional Conditions and special Conditions etc. and nothing shall be payable extra whatsoever unless otherwise specified.
- 7** The tender, which is not duly signed by authorized signatory or is conditional shall be treated as non-responsive and shall be summarily rejected.
- 8** The time allowed for carrying out the work will be **120 Days** from the date of start as defined in schedule 'F' or from the first date of handing over of the site, whichever is later, indicated in the bid documents.
- 9** The 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 60 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 other, if any, is 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 i.e. General Conditions of Contract for CPWD Works (edition 2014) Corrected/Modified upto last date of submission of tender.
- 10** All the trucks or vehicles of any kind, which are used for construction purposes and / or are carrying construction material like cement, sand and other allied material, shall be fully covered in the process of transporting the material.
- 11** There shall be no burning of leaves, plastic etc. at construction site.
- 12** Adequate No. of Machineries/ tools & plants shall be deployed by the contractor at site. Besides these routine/normal tools required for day working are also to be arranged at site by the contractor. For this no extra payment shall be paid by department/office.

Technical Bid**ANNEXURE – I**

Name of Work:- Repair and finishing work of CWC residential complex (Type- I, Type- II, Type- III, Type- IV, Type- V) Quarter, Bantalab at Jammu.

S. No.	Particulars	To be filled by the tenderer
1.	Name of the Agency	
2.	Date of establishment of the agency	
3.	Detailed office address of the Agency with Office Telephone Number, Fax Number and Mobile Number and name of the contact person	
4.	PAN Number (copy to be enclosed)	
5.	Goods and Service Tax Registration Number (copy to be enclosed)	
6.	EPF Registration Number (copy to be enclosed)	
7.	ESI Registration Number (copy to be enclosed)	
8.	Whether the firm is blacklisted by any Government Department or any criminal case is registered against the firm or its owner/partners anywhere in India. (If no, a certificate is to be attached in this regard)	
9.	Length of experience in the field	
10.	Experience in dealing with Govt. Departments (indicate the names of the Departments and years of dealing with those Departments and attach copies of contract orders placed on the agency)	
11.	Whether agency profile is attached	
12.	Financial turnover of the tendering company/firm/agency for the last 3 financial year with supported documents (copy of balance sheet, duly certified by Auditors/CAs to be attached)	

Signature of the bidder with seal

Chapter 6: Contract Form

To be signed by the bidder and same Signatory Competent/authorized to sign the relevant Contract on behalf of CWC

INTEGRITY/ CONTRACT AGREEMENT FORM

This Integrity Agreement is made at.....on this.....day of.....20.....

BETWEEN

President of India represented through **Executive Engineer, Chenab Division, CWC, Jammu** 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 to as the

(Details of duly authorized signatory)

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

Preamble

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

(Name of work)

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

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

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

NOW, Therefore, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witness 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) could obtain an advantage in relation to the Tender process or the Contract execution.
 - c) The Principal/Owner shall endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
2. If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation 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) commits 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 exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.
 - b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
 - c) The Bidder(S)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(S)/Contract(s) will not use improperly, (for the propose of completion or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the 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 of India, if any. Similarly Bidder(s)/Contractor(s) of India 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 on behalf of one 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 Payment he has made is committed to or intends to make to agents brokers or any other intermediaries in connection with the award of the Contract.
- 3) The Bidder (s)/Contractor (s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
 - 4) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice **means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage justified interest of other and/or to influence the procurement process to the detriment of the Government interest.**
 - 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 right 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/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. **Such exclusion may be forever or for a limited period as decided by the Principal/Owner.**
- 2) **Forfeiture of EMD/Performance Guarantee:** If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determine the contract or has accrued the right to terminate/determine the contract according to Article 3(1), the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit and Performance Guarantee 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 law enforcing agencies for further investigation.

Article 4: Transgression

- 1) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the tender process.
- 2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken for banning of business dealing/holiday listing of the Bidder/Contractor as deemed fit by the Principal/Owner.
- 3) If the Bidder/Contractor can prove that he has restored/recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own direction, 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.

Article 6 Duration of the Pact

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

If any claims 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, CWC.

Article 7- Other Provisions

- 1) This pact is subject to Indian Law, place of performance and jurisdiction is the Headquarters of the Division of the Principal/Owner, who 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 of 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 provision of this Pact turn out to be invalid, the reminder 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 any action take by the Owner/Principal in accordance with this Integrity Agreement or interpretation thereof shall not be subject to arbitration.**

6) Article 8- LEGAL AND PRIOR RIGHTS

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

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

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

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

WITNESSES:

1.
(signature, name and address)

2.
(signature, name and address)

Place:

Dated:

AFFIDAVIT

I/ we have submitted a bank guarantee for the work
:.....(Name of
work)

Agreement No dated.....

From.....(Name of bank with full address)

to the Executive Engineer..... (Name of division)

With a view to seek exemption from payment of Performance Guarantee money for work.

This bank guarantee expires on.....

I /we undertaken to keep the validity of the bank guarantee intact by getting it extended from time to time
at my/ our own initiative upto a period Months
after the recorded date of completion of the work or as directed by the Engineer-in-charge.

i/we also indemnify the government against any losses arising out of..... non encashment of the
bank guarantee if any

Deponent

Signature of contractor

The affidavit is to be given by the executants before a first class Magistrate.

GUARANTEE BONDS
GUARANTEE TO BE EXECUTED BY THE CONTRACTOR
FOR REMOVAL OF DEFECTS AFTER COMPLETION IN RESPECT OF
STONE WORK/ TILE WORK.

The agreement made this..... day of Two Thousand betweenS/o(hereinafter called the GUARANTOR on the one part) and the President of India (hereinafter called the Government on the other part)

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

AND WHEREAS THE GUARANTOR agreed to give a guarantee to the affect that the said work will remain structurally stable and guaranteed against faulty workmanship, finishing and materials.

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

The decision of the Engineer-in-charge with regard to nature and cause of 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 there under, 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 obligatorand 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 BEHALF OF THE PRESIDENT OF INDIA BYin the presence of :-

1. 2.

GUARANTEE TO BE EXECUTED BY THE CONTRACTOR
FOR REMOVAL OF DEFECTS AFTER COMPLETION
IN RESPECT OF SANITARY INSTALLATIONS / WATER SUPPLY / DRAINAGE
WORK AND ALUMINIUM WORK

The agreement made this..... day of Two Thousand betweenS/o(hereinafter called the GUARANTOR on the one part) and the PRESIDENT OF INDIA (hereinafter called the Government on the other part)

WHEREAS THIS agreement is supplementary to a contract (Hereinafter called the Contract) dated and made between the GUARANTOR ON THE ONE PART AND the Government on the other part, whereby the contractor inter alia, undertook to render the work in the said contract structurally stable, leak proof and sound material, workmanship, anodizing, colouring, sealing etc.

AND WHEREAS THE GUARANTOR agreed to give a guarantee to the affect that the said work will remain structurally stable, leak proof and guaranteed against faulty material and workmanship, defective anodizing / Powder coat colouring and finishing for **five** years from the date of completion of work.

NOW THE GUARANTOR hereby guarantee that work executed by him will be free from any leakage, seepage, cracks in pipes and guaranteed against faulty material and workmanship, defective galvanizing for five years to be reckoned from the date after the expiry of maintenance period prescribed in the contract.

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

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

That if the guarantor fails to make good all defects or commits breach there under, 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.....byfor 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.

Chapter 7 Other Standard Forms

Form 1 : MODEL BANK GUARANTEE FORMAT FOR FURNISHING EMD

Whereas(hereinafter called the “tenderer”)
has submitted their offer dated.....for the **Repair and finishing work of CWC residential complex (Type- I, Type- II, Type- III, Type- IV, Type- V) , Bantalab at Jammu**
(hereinafter called the “tender”) against the purchaser’s tender enquiry No.
.....
KNOW ALL MEN by these presents that WE of
..... having our registered office at
..... are bound unto
(hereinafter called the “Purchaser”) in the sum..... for which payment will and truly
to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents.
Sealed with the Common Seal of the said Bank this..... day of20.....

THE CONDITIONS OF THIS OBLIGATION ARE:

- (1) If the tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.
- (2) If the tenderer having been notified of the acceptance of his tender by the Purchaser during the period of its validity: -
 - a) If the tenderer fails to furnish the Performance Guarantee for the due performance of the contract.
 - b) Fails or refuses to accept/execute the contract.

WE undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including 45 days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.

.....
(Signature of the authorized officer of the Bank)

.....
Name and designation of the officer

.....
Seal, name & address of the Bank and address of the Branch

Chapter 7 Other Standard Forms

FORM :2 MODEL BANK GUARANTEE FORMAT FOR PERFORMANCE GURANTEE

To
The President of India

WHEREAS (name and address of the supplier) (hereinafter called "the supplier") has undertaken, in pursuance of contract no..... dated to supply services against tender for "**Repair and finishing work of CWC residential complex (Type- I, Type- II, Type- III, Type- IV, Type- V) , Bantalab at Jammu**" (description of goods and services) (herein after called "the contract").

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the supplier such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of (amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until the day of, 20.....

.....

(Signature of the authorized officer of the Bank)

.....

Name and designation of the officer

.....

.....

Seal, name & address of the Bank and address of the Branch

Form 3 : TENDER ACCEPTANCE LETTER

(To be given on Company Letter Head)

Date:

To,

The Executive Engineer,
Chenab Division,
Central Water Commission,
Rajinder Nagar, Bantalab
Jammu-181123

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: CD/HQ/Residential Complex /2019/ Dated09.2019

Name of Tender / Work: - **Repair and finishing work of CWC residential complex (Type- I, Type-II, Type- III, Type- IV, Type- V) Quarter , Bantalab at Jammu**

Dear Sir,

1. I/ We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely:

as per your advertisement, given in the above mentioned website(s).

2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. _____ to _____ (including all documents like annexure(s), schedule(s), etc .), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.

3. The corrigendum(s) issued from time to time by your department/ organizations too have also been taken into consideration, while submitting this acceptance letter.

4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.

5. I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.

6. I / We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

Instructions for Online Bid Submission:

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app> or <https://etenders.gov.in/eprocure/app>

REGISTRATION

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “**Online bidder Enrollment**” on the CPP Portal **which is free of charge**.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register **their valid Digital Signature Certificate** (Class II or **Class III Certificates with signing key usage**) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.

- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the white colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- 6) The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields

is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

- 7) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 8) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 9) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 1800 3070 2232.

Cost of Tender Document Rs. 1000/- plus 18% GST= Rs. 1180.00
(Tender No. CD/HQ/Residential Complex/2019/ Dated09.2019)

GOVERNMENT OF INDIA
CENTRAL WATER COMMISSION
CHENAB DIVISION, JAMMU

This Tender document contains 74 pages

Issued to :

Date of receipt of tender fee :

Date of issue :

Signature of the issuing
Authority :