



INDO- TIBETAN BORDER POLICE FORCE
(MHA) GOVERNMENT OF INDIA

INDEX

**Name of Work: -CONSTRUCTION OF 25 KLD ETP AT COMPOSITE HOSPITAL TPT
BN , ITBP FORCE, CHANDIGARH BEHLANA .**

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INDO-TIBETAN BORDER POLICE FORCE

NOTICE INVITING e- TENDERS

The Deputy comndt (Engr), TPT Bn ITB Police Force, Chandigarh Behlana 16003, on behalf of the President of India invites online percentage rate bids in two bid system from approved registered and eligible firms/enlisted contractors of CPWD, MES, Railway, BSNL and State PWD or State Govt.'s departments in appropriate class in **composite category** for following works:-

NIT NO -	ITBP/TPT/ENGG/BRANCH/TENDER/2026- ----
Name of Work:-	CONSTRUCTION OF 25 KLD ETP AT COMPOSITE HOSPITAL
TPT BN ITBP	
Estimated Cost :	Rs85,88,838/-
Earnest Money :	Rs. 1,71,777/-/-
Time of Completion:	06months

Last time and date of submission of

Technical & Financial Bid : 18-05-26, 1600Hrs

Time and date of opening of Technical Bid : 19-05-26, 1600Hrs

The tender forms and other details can be obtained from the web site (www.itbp.gov.in & www.eprocure.gov.in)


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INFORMATION AND INSTRUCTIONS FOR CONTRACTORS FOR e-TENDERING FORMING PART OF NIT AND TO BE POSTED ON WEBSITE

The Deputy commandant (Engr), TPT Bn ITB Police Force, Behlana Chandigarh 160003, on behalf of the President of India invites online Percentage Rate Bid in two bid system from approved and eligible firms/enlisted contractors of CPWD, MES, Railway, BSNL and State PWD or State Govt.'s departments in appropriate class in composite category for following work: -

NIT No	ITBP/TPT/ENGG/BARRACK/TENDER/2025-463
Name of work	CONSTRUCTION OF 25 KLD ETP AT COMPOSITE HOSPITAL TPT BN ITBP
Location	TPT Bn ITB Police Force, Behlana Chandigarh 160003
Estimated cost put to bid	Rs.85,88,838/-
Earnest Money	Rs. 1,71,777/-
Period of Completion	06 Months
Last date & time of submission of bid, EMD and other documents as per specified in the bid document	18-05-26, 1600 Hrs.
Time & date of opening of bid	19-05-26, 1600 Hrs.

1. Contractor who fulfills the following requirements shall be eligible to apply. Joint Ventures are not accepted.

- (a) The Tenderer should have completed satisfactorily at least *3 similar works each of value **not less than Rs. 34,35,535/-** or *2 similar works each of value **not less than Rs. 51,53,303/-** or *1 similar work of value **not less than Rs. 68,71,070/-** during the last 7 (seven) years ending previous day of last date of submission of Bids. For this purpose, cost of work shall mean gross value of completed works. **Similar work shall mean works of STP, ETP, "Construction of RCC Framed structure buildings" of similar structure/work.**

Note-1:- Components of work executed other than those included in definition of similar work shall be deducted while calculating cost of similar work. Bidder shall submit abstract of cost of work in support of this

Note-2:- For the purpose, "Cost of work" shall mean gross value of the completed work. This should be certified by an officer not below the rank of Executive Engineer / Project Manager or equivalent

Note-3:- The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum; calculated from the date of completion to last day of month previous to the one in which tenders are invited.

Note-4: While considering any similar work executed by applicant firm under joint venture, the experience of the applicant firm in that work shall be restricted to its share/responsibilities as reflected in the Memorandum of Understanding (MOU), signed between the parties, while forming joint venture for that work, attested/Notarized copy of which shall be submitted along with the eligibility bid.

- (b) Should have had Average Annual Financial Turn Over of **Rs.25,76,651/-** on construction works during the immediate last Three consecutive financial years ending 31st March 2025 (Scanned copy of Certificate of CA to be uploaded). Form "A"
- ©. Should not have incurred any loss (profit after tax should be positive) in more than two years during the last five consecutive years balance sheet ending 31st March 2026 (Scanned copy of Certificate of CA to be uploaded). Form "A"
- (d) **In Compliance to policy of Govt. Of India to encourage " Make in India" and promote manufacturing and production of goods and services of India. The Make in India preference should be strictly followed during execution and GOI order for public procurement (preference to make in India), 2017 shall be fully applicable.**


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

3. The intending bidder must read the terms and conditions of **Tender form** carefully. He should only submit his bid if he considers himself eligible and he is in possession of all the documents required.

3A. Information and Instructions for bidders posted on website shall form part of bid document.

4. The bid document consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen and downloaded from website www.eprocure.gov.in & www.itbp.gov.in.

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

S.N	Details of Documents
i	Copy of valid Enlistment in appropriate class of CPWD/State PWD or State Govt. departments/ MES/Railways and BSNL
ii	Certificate of Registration for GST of the State in which the work is to be taken up, if already obtained by the bidder. If the bidder has not obtained GST registration in the State in which the work is to be taken up, or as required by GST authorities then in such a case the bidder shall scan and upload following undertaking along with other bid documents. "If work is awarded to me, I/we shall obtain GST registration certificate, as applicable, within one month from the date of receipt of award letter or before release of any Payment by ITBP, whichever is earlier, failing which I/we shall be responsible for any delay in payments which will be due towards me/us on account of the work executed and/or for any action taken by ITBP or GST department in this regard".
iii	Copy of PAN card
iv	Tender form duly signed
v	Detail of similar nature works completed during last seven years ending previous days of submission of tenders (as per Form-D, page no15 of this tender form)
vi	Scanned Copy of EMD should be uploaded on website and hard copy to be submitted in any formation of ITBP by due date and time. Further copy of receipt of submission of EMD also be uploaded with Tender Form. (As per Attached Proforma at Page no. 11)
vii	Undertaking for site inspection (Intending bidders must upload undertaking that they have inspected and examined the site and it's surrounding before submitting their bids, duly submitted as per Annexure-A at page no. 17 .
viii	The bidder should provide Banker's certificate as per Form "B" (Page 13) from a Commercial Bank for 40% of Estimated cost put to tender Rs 34,35,535/-or the bidder should submit net worth Certificate as per Form "C" (Page 14) of minimum 10% (Rs. 8,58,883/-) of estimated cost put to tender issued by the certified Chartered Accountant
ix	Affidavit as per Form "E" that Firm confirms that eligible similar works(s) has/have not been got executed through another contractor on back to back basis.
x	Copies of Electrical Contractor License. If the bidder has not obtained Electrical Contractor License as applicable, then he shall scan and upload following undertaking along with bid documents. "If work is awarded to me, I/we shall obtain Electrical Contractor License, or I/we do not possess in my/our name a valid electrical license as required, I/we shall associate an agency having such a license required for execution of work as applicable, within one month from the date of receipt of award letter or before release of any Payment by ITBP, whichever is earlier, failing which I/we shall be responsible for any delay in payments which will be due towards me/us on account of the work executed and/or for any action taken by ITBP or concerned competent authority in this regard".
xi	A) Last 03 years Average annual Financial Turn over (30% of estimated cost put to tender) which should not be less than the Rs. 25,76,651/- per year from chartered accountant as per Form-"A" (page no12 of this tender form) B) Last 05 Years Profit /Loss statement – Bidder should not have incurred any loss (profit after Tax should be positive) in more than 02 years during available last 05 consecutive years balance sheet , duly audited and certified from chartered accountant as per Form "A" (page no12 of this tender form)

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6. The tender can only be submitted after depositing original EMD in any ITBP formation with in the period of bid submission and uploading the mandatory scanned documents such as Demand Draft/Fixed Deposit Receipt / Banker's Cheque/Bank Guarantee of any Commercial bank towards EMD in the favor of **Commandant TPT Bn Chandigarh Behlana** as mentioned in NIT along with receipt of deposition of original EMD in any unit/formation of the ITBPolice payment online in an acceptable form(A/c 30134847236, IFSC code - SBIN 0001495)

7. Those contractors not registered on the website mentioned above, are required to get registered beforehand. If needed, they can be imparted training on online bidding process as per details available on the website

8. The intending bidder must have valid class-III digital signature to submit the bid.

9. Bidder should not have past track record of delaying works.

10. On opening date, the contractor can login and see the bid opening process. After opening of bid he can see competitor bid sheets.

11. Contractor can upload documents in the form of JPG format and PDF format.

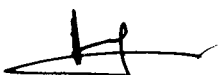
12. Contractor must ensure to quote percentage. The column meant for quoting percentage in figures appears in pink colour and the moment rate is entered, it turns sky blue.

13. In addition to this, while selecting any of the cells a warning appears that if any cell is left blank the same shall be treated as "0". Therefore, if any cell is left blank and no rate is quoted by the tenderer, rate of such item shall be treated as "0" (ZERO).

However, if Tenderer quotes Nil rates against each item in item rate tender or does not quote any percentage above/below on the lowest amount of the tender or any section/sub head in percentage rate tenders, the tender shall be treated as invalid and will not be considered as lowest tender.

14. The required documents meeting the criteria to qualify as "approved and eligible" contractors of CPWD, MES, Railway, BSNL& State PWD along with other documents as mentioned under Para "List of Documents to be scanned and uploaded by the agency and hard copies received subsequently shall be checked first, while opening the bid. The financial bid of only those agencies shall be opened who are found to be eligible agencies, as per this NIT.

15. The department reserves the right to reject the bid ,any prospective application without assigning any reason and to restrict the list of qualified contractors to any number deemed suitable by it, if too many bids are received satisfying the laid down criterion.



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CPWD-6 FOR e-TENDERING**GOVERNMENT OF INDIA
INDO- TIBETAN BORDER POLICE FORCE****NOTICE INVITING TENDER**

1. The Deputy Commandant Engineer ,TPT Bn ITBPolice Chandigarh Behlana, on behalf of the President of India invites online PercentageRate Bid in two bid system from approved and eligible firms/enlisted contractors of CPWD, MES, Railway, BSNL and StatePWD or State Govt.'s departments in appropriate class or above in **composite category** for the **Construction of 25 KLD ETP for composite hospital at TPT Bn , ITBP Force, Chandigarh Behlana)..**

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

- 1.1 The work is estimated to cost **Rs85,88,838/-**. This estimate, however, is given merely as a rough guide.
- 1.2. The authority competent to approve NIT for the combined cost and belonging to the major discipline will consolidate NITs for calling the bids.
- 1.3 Intending bidders is eligible to submit the bid provided he has definite proof from the appropriate authority, which shall be to the satisfaction of the competent authority, of having satisfactorily completed similar works of magnitude specified below:

- 2(a) For composite tender, besides indicating the combined estimated cost put to the tender, should clearly indicate the estimated cost of each component separately. The eligibility of tender will correspond to the combined estimated cost of different components put to tender.

(b) Criteria of eligibility

The Tenderer should have completed satisfactorily at least *3 similar works each of value **not less than Rs. 34,35,535/-** or *2 similar works each of value **not less than Rs. 51,53,302/-** or *1 similar work of value **not less than Rs. 68,71,070/-** during the last 7 (seven) years ending previous day of last date of submission of Bids. For this purpose, cost of work shall mean gross value of completed works. **Similar work shall mean works of "Construction of ETP, STPRCC framed Structure similar buildings type"**

To become eligible for bid, the bidders shall have to furnish an affidavit as under:-

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

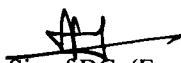
3. Agreement shall be drawn with the successful bidder in prescribed Form available with Deputy Commandant Engineer ,TPT Bn ITBPolice Chandigarh Behlana, and may be seen on any working day. Bidder shall quote his percentage as per various terms and conditions of the said form which will form part of the agreement.

4. The time allowed for carrying out the work will be **6 months** from the date of start as defined in schedule -'F' or from the date of handing over of the site, whichever is later, in accordance with the phasing, if any, indicated in the tender documents.

5. (i) The site for the work is available, OR

(ii) The architectural and structural drawings shall be made available in phased manner, as per requirement of the site or as per approved program of completion submitted by the contractor after award of work.

6 The bid document consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents except Standard General Condition of Contract Form can be seen on website www.eprocure.gov.in & www.itbp.gov.in free of cost.


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7. After submission of the bid, the contractor can re-submit revised bid any number of times but before last time and date of submission of bid as notified.

8. While submitting the revised bid, contractor can revise the rate of one or more item(s) any number of times (he need not re-enter rate of all the items) but before last time and date of submission of bid as notified.

9. ~~When bids are invited in three stage system and if it is desired to submit revised financial bid then it shall be mandatory to submit revised financial bid. If not submitted, then the bid submitted earlier shall become invalid.~~

10. Earnest Money in the form of Treasury Challan or Demand Draft or Pay order or Banker's Cheque or Deposit at Call Receipt or Fixed Deposit Receipt drawn in favor of **Commandant TPT Bn Chandigarh Behlana** shall be scanned and uploaded with deposit receipt (from ITBP formation in given format) to the e-Tendering website within the period of bid submission. The original EMD should be deposited in any ITBP formations within the period of bid submission or Payment Online in an Acceptable Form (A/C 30134847236, IFSC Code - SBIN 0001495)

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

Copy of Enlistment Order and certificate of work experience wherever applicable and other documents as specified in this bid document shall be scanned and uploaded to the e-Tendering website within the period of bid submission. Online bid documents submitted by intending bidders shall be opened only of those bidders, whose original Earnest Money deposit is received within prescribed time.

11. The bid submitted shall become invalid if:-

(i) The bidder is found ineligible.

(ii) The bidder does not deposit original EMD at any ITBP formation within date and time as mentioned in NIT.

(iii) The bidder does not upload all the documents (including GST registration) as stipulated in the bid document.

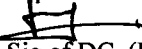
(iv) If any discrepancy is noticed between the documents as uploaded at the time of submission of tender and on verification of documents from issuing authority by tender opening authority.

(iv) **If bidder have track record of delaying in execution of work in any Govt. deptt.**

(v) **If a tenderer does not quote any percentage above/ below on the total amount of the tender or any section/sub-head in percentage rate tender, the tender shall be invalid and will not be considered as lowest tenderer.**

12. The contractor whose tender is accepted will be required to furnish performance guarantee of 5% (Five Percent) of the accepted tendered amount within the period specified in Schedule F. This guarantee shall be in the form of Deposit at Call receipt of any of the Commercial Banks/Bankers cheque of any Commercial Bank/Demand Draft of any Commercial Banks /Pay order of any Commercial Banks (in case guarantee amount is less than Rs 1,00,000/-) or Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the prescribed form. **In case the contractor fails to deposit the said performance guarantee within the period as indicated in Schedule 'F', including the extended period if any, the Earnest Money deposited by the contractor shall be forfeited automatically without any notice to the contractor.** The earnest money deposited along with bid shall be returned after received the aforesaid performance guarantee. The contractor whose bid is accepted will also be required to furnish either copy of applicable licenses/ registrations or proof of applying for obtaining labour licenses, registration with EPFO, ESIC and BOCW Welfare Board including Provident Fund Code No. If applicable and also ensure the compliance of aforesaid provisions by the sub-contractors, if any engaged by the contractor for the said work within the period specified in Schedule F.

13. Intending Bidders are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their bids as to the nature of the ground and sub-soil (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their bid. A bidders shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charge consequent on any misunderstanding or otherwise shall be allowed. The bidders shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a


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bid by bidders implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and local conditions and other factors having a bearing on the execution of the work.

14. The competent authority on behalf of the President of India does not bind itself to accept the lowest or any other bid and reserves to itself the authority to reject any or all the bids received without assigning any reason. All bids in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the bidders shall be summarily rejected.

15. Canvassing whether directly or indirectly, in connection with bidders is strictly prohibited and the bids submitted by the contractors who resort to canvassing will be liable for rejection.

16. The competent authority on behalf of President of India reserves to himself the right of accepting the whole or any part of the bid and the bidders shall be bound to perform the same at the rate quoted.

17. The contractor shall not be permitted to bid for works in the any unit of ITBP, in which his near relative is posted as unit Accountant or as an officer in any capacity between the grades of IG(Engr) and Sub-Inspector Overseas both inclusive) responsible for award and execution of contracts. He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any gazetted officer in the I.T.B. Police or in the Ministry of Home Affairs. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of this Department/ debarred to tender in ITBP.

18. No Engineer of Gazetted Rank or other Gazetted Officer employed in Engineering or Administrative duties in an Engineering Department of the Government of India is allowed to work as a contractor for a period of one year after his retirement from Government service, without the prior permission of the Government of India in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of the Govt of India as aforesaid before submission of the bid or engagement in the contractor's service.

19. The bids of tenderers having track record of delaying works will be rejected in technical evaluation & their financial bids will not be opened.

20. The bid for the works shall remain open for acceptance for a period of **75 days** from the date of opening of tenders. If any bidder withdraws his tender before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the tender which are not acceptable to the department, then the Government shall, without prejudice to any other right or remedy, be at liberty to forfeit 100% of the said earnest money as aforesaid. Further the bidder shall not be allowed to participate in the retendering process of the work.

21. This notice inviting Bid shall form a part of the contract document. The successful bidders/contractor, on acceptance of his bid by the Accepting Authority shall within 15 days from the stipulated date of start of the work, sign the contract consisting of:-

- (a) The Notice Inviting Bid, all the documents including additional conditions, specifications and drawings, if any, forming part of the bid as uploaded at the time of invitation of bid and the rates quoted online at the time of submission of bid and acceptance thereof together with any correspondence leading thereto.
- (b) Standard C.P.W.D. Form 7 or other Form as applicable.

22. For Composite Bids

22.1.1 The Deputy Commandant Engineer, TPT Bn ITB Police Chandigarh Behlana, in charge of the major component will call bids for the composite work. The cost of bid document and Earnest Money will be fixed with respect to the combined estimated cost put to the tender for the composite bid.

22.1.2. The tender document will include following two components: -

Part A:- CPWD-6, CPWD-7 including schedule "A" to "F" for the both major and minor components of the work, General Conditions of Contract as amended/modified up to last date of submission of bid .

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

Part C:- Schedule "A" to "F" for Minor component of the work (competent authority under clause 2 and clause 5 shall be same authority as mentioned in schedule "A" to "F" form or components), General/specific conditions, specifications and schedule of quantities applicable to minor component(s) of work.

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

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

22.1.5 After acceptance of the bid by competent authority, the Deputy Commandant Engineer ,TPT Bn ITBPolice Chandigarh Behlana,(Engineer-in-charge) of work shall issue letter of award on behalf of the President of India. After the work is awarded, the main contractor will have to enter into one agreement with Deputy Commandant Engineer ,TPT Bn ITBPolice Chandigarh Behlana. He has also to sign two or more copies of agreement for Unit and Higher Head Quarters.

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

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

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

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

22.1.10 The main contractor has to enter into agreement with the contractor(s) associated by him for execution of minor component(s) .Copy of such agreement shall be submitted to Deputy commandant (Engr), TPT Bn ITBP, ITB Police Force, in charge of minor component as well as in charge of major component. In case of change of associate contractor, the main contractor has to enter into agreement with the new contractor associated by him.

22.1.11. Running payment for the major component shall be made by the Formation Engineer of major discipline to the main contractor. Running payment for minor component shall be made by the Formation Engineer of the discipline of minor component directly to the main contractor.

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

22.1.12B. Final bill of whole work shall be finalized and processed for payment by the Engineer in-charge of major components of work i.eDeputy Commandant Engineer ,TPT Bn ITBPolice Chandigarh Behlana

23. The work has to be completed within given time period.

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

S.N	Details of Documents
i	Copy of valid Enlistment in appropriate class of CPWD/State PWD or States Govt.'s departments/ MES/Railways and BSNL
ii	Certificate of Registration for GST of the State in which the work is to be taken up, if already obtained by the bidder. If the bidder has not obtained GST registration in the State in which the work is to be taken up, or as required by GST authorities then in such a case the bidder shall scan and upload following undertaking along with other bid documents. "If work is awarded to me, I/we shall obtain GST registration certificate, as applicable, within one month from the date of receipt of award letter or before release of any Payment by ITBP, whichever is earlier, failing which I/we shall be responsible for any delay in payments which will be due to wards me/us own account of the work executed and/or for any action taken by ITBP or GST department in this regard".

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iii	Copy of PAN card
iv	Tender form duly signed
v	Detail of similar nature works completed during last seven years ending previous days of submission of tenders (as per Form-D, page no15of this tender form)
vi	Scanned Copy of EMD should be uploaded on website and hard copy to be submitted in any formation of ITBP by due date and time. Further copy of receipt of submission of EMD also be uploaded with Tender Form. (As per Attached Proforma at Page no. 11)
vii	Undertaking for site inspection (Intending bidders must upload undertaking that they have inspected and examined the site and it's surrounding before submitting their bids, duly submitted as per Annexure-A at page no. 17.
viii	The bidder should provide Banker's certificate as per Form "B" (Page 13) from a Commercial Bank for 40% of Estimated cost put to tender (Rs. 34,35,535/-) or the bidder should submit net worth Certificate as per Form "C" (Page 14) of minimum 10% (Rs.8,58,883/-) of estimated cost put to tender issued by the certified Chartered Accountant
ix	Affidavit as per Form "E" that Firm confirms that eligible similar works(s) has/have not been got executed through another contractor on back to back basis.
x	Copies of Electrical Contractor License. If the bidder has not obtained Electrical Contractor License as applicable, then he shall scan and upload following undertaking along with bid documents. "If work is awarded to me, I/we shall obtain Electrical Contractor License, or I/we do not possess in my/our name a valid electrical license as required, I/we shall associate an agency having such a license required for execution of work as applicable, within one month from the date of receipt of award letter or before release of any Payment by ITBP, whichever is earlier, failing which I/we shall be responsible for any delay in payments which will be due to wards me/us own account of the work executed and/or for any action taken by ITBP or concerned competent authority in this regard".
xi	C) Last Three years Average Annual Turnover (30% of estimated cost put to tender) which is not less than the Rs 25,76,651/- lac per year from chartered accountant as per Form-"A"(page no12 of this tender form) D) Last 05 Years Profit /Loss statement – Bidder should not have incurred any loss (profit after Tax should be positive) in more than 02 years during available last 05 consecutive balance sheet , duly audited and certified from chartered accountant as per Form "A" (page no12 of this tender form)



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Signature of Contractor's

EMDRECEIPTFORMAT

ReceiptNo.....*/date.....*

NameofWork: **CONSTRUCTION OF 25 KLD ETP FOR COMPOSITE HOSPITAL AT TPT BN , ITBP FORCE, CHANDIGARH BEHLANA).**

NITNo:ITBP/SHQ(L&C)/ENGG/BARRACK/TENDER/2025-463

Percentage Rate Tender

EstimatedCost: Rs 85,88,838/-

Earnest Money : Rs. 1,71,777/-

1. Amount of Earnest Money Deposited: Rs.....

- i) In the form of Treasury Challan or Demand draft or pay order or Banker'schequeor Deposit at call Receipt or Fixed deposit
Receipt No.....Date.....

3. Name and address of Bidder

4.Date and time of submission of EMD:

Signature,
Name and Designation of
EMD receiving officer alongwith Office stamp.


Sig of DC (Engr).

Signature of Contractor's

Financial Information (Form-A)

FINANCIAL INFORMATION

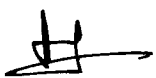
- I. Financial Analysis-Details to be furnished duly supported by figures in balance sheet / profit & loss account for the last five years duly certified and audited by the Chartered Accountants, as submitted by the applicant to the Income Tax Department (Copies to be attached).

		YEARS				
		2020-21	2021-22	2022-23	2023-24	2024-25
i)	Gross Annual Turnover on construction works					
ii)	Profit/Loss(Stand alone finance statement and consolidated statement both)					

Signature of Chartered Accountant with Seal

Unique document identification number (UDIN).....

Signature of Bidder(s)



Sig of DC (Engr).

Signature of Contractor's

Form "B"

BANKER'S CERTIFICATE FROM-A COMMERCIAL BANK

This is to certify that to the best of our knowledge and information that M/S Sh. having marginally noted address, ... as a Customer of our Bank are/ is respectable and can be treated as good for any engagement up to a limit of Rs. (Rupees) This certificate is issued without any guarantee or responsibility on the bank or any of the officers.

(Signature) For the Bank

Note:-

1. Banker's Certificates should be on letter head of the Bank, address to tendering authority.
2. In case of Partnership firm, certificate should include names of all partners as recorded with the Bank.



Sig of DC (Engr).

Signature of Contractor's

FORM "C"

FORM FOR CERTIFICATE OF NETWORTH FROM CHARTERED ACCOUNTANT

It is to certify that as per the audited Balance Sheet and Profit & Loss Account during the Financial

Year.....the

Net Worth of

M/s..... (Name & Stamp;

Registered Address of Individual/Firm/Company), as

on..... (the relevant date) is Rs..... after considering all liabilities. It is further certified that the Net Worth of the company has not eroded by more than 30% in the last three years ending on (the relevant date).

(Signature of Chartered Accountant)

Name of Chartered Accountant:-

Membership No. of

ICAI:-

Date and Seal:-

NOTE:

1. Net Worth certificate should be on letter head of the Chartered Accountant, sealed in cover Addressed to tendering authority (Deputy Commandant Engineer ,TPT Bn ITBPolice Chandigarh Behlana).
2. In case of partnership firm, certificate should include names of all partners as recorded with the Chartered Accountant.
3. The certificate should not be more than 6 months old.



Sig of DC (Engr).

Signature of Contractor's

FORM-'D'

**Details of eligible similar nature of works completed during the last 07 years
ending previous day of last day of submission of tenders**

S. No.	Name of work/ Project and location	Owner of sponsoring organization	Cost of work in crore of rupees	Date of commencement as per contract	Stipulated date of completion	Actual date of completion	Litigation arbitration cases pending /in progress with details*	Name and address/ telephone number of officer to reference may be made	Whether the work was done on back-to-back basis Yes/ No
1	2	3.	4	5	6	7	8	9	10

* Indicate gross amount claimed and amount awarded by the Arbitration Tribunal.

Signature of Bidder (S)


Sig of DC (Engr).

Signature of Contractor's

FORM-E

Affidavit to be submitted by Bidder

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

Signature of bidder
Or authorized person of the firm with stamp

Note:- Affidavit to be furnished on a "Non-Judicial" stamp paper of Rs. 200/- (Scanned copy of the notarized affidavit to be uploaded at the time of submission of bid).

To be notarized by Notary



Sig of DC (Engr).

Signature of Contractor's

Annexure- A**FORMAT FOR UNDERTAKING FOR SITE INSPECTION****To,**

The DC (Engr)
TPT Bn ,
Chandigarh Behlana ,
160003

I/we hereby give an undertaking for the given work as follows:**NIT NO:-463**

Name of work: **CONSTRUCTION OF 25 KLD ETP FOR COMPOSITE HOSPITAL AT TPT BN , ITBP FORCE, CHANDIGARH BEHLANA).**

I/we have inspected and examined the site and its surroundings is / are satisfied before submitting our bid as to the nature of the ground and sub-soil (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation I/we may require and in general shall myself / ourselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect our bid. I/we shall be deemed to have full knowledge of the site whether I/we inspect it or not and no extra charge consequent to any is understanding or otherwise shall be allowed. I/we shall be responsible for arranging and maintaining at our own cost all materials, tools & plants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents.

Submission of a bid by I/we implies(s) that I/we have read this notice and all other contract documents and has made myself / ourself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plant, etc. will be issued to us by the Government and local conditions and other factor shaving a bearing on the execution of the work.

Place:

Date:

Yours faithfully

(Signature of Bidder(s))



Sig of DC (Engr).

Signature of Contractor's

CPWD-7**STATE :-Chandigarh****BRANCH: - ENGG****FTR:- TPT Bn****SHQ: - TPT Bn****PERCENTAGE RATE TENDER AND CONTRACT FOR WORK**

- i) Tender for the work of **-Construction of 25 KLD ETP for composite hospital at TPT Bn , ITBP Force, Chandigarh Behlana).**
- ii) Last date & time of submission of bid- -----up to ----- Hrson website :www.eprocure.gov.in
- iii) Time & date of opening of bid – ----- (-----Hrs.)

TENDER

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

I/We hereby tender for the execution of the work specified for the President of India within the time specified in Schedule 'F', via, schedule of quantities and in accordance in all respects with the specifications, designs, drawings and instructions in writing referred to in Rule-1 of General Rules and Directions and in Clause 11 of schedule F with such materials as are provided for, by, and in respects in accordance with, such conditions so far as applicable. We agree to keep the tender open for **75** days from the due date of its opening and not to make any modification in its terms and conditions.

A sum of **Rs1,71,777/-** is hereby forwarded in receipt treasury challan / deposit at call receipt of scheduled bank / fixed deposit receipt of commercial bank / demand draft of a scheduled bank / bank guarantee issued by a Commercial Bank as earnest money or Payment Online in an Acceptable Form (**A/C 30134847236, IFSC Code - SBIN 0001495**). If I/We fail to furnish the prescribed performance guarantee within prescribed period, I/We agree that the said President of India or his successors in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Further, if I/We fail to commence work as specified, I/We agree that President of India or his successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said earnest money and the performance guarantee absolutely, otherwise the said earnest money shall be retained by him towards security deposit to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered, up to maximum of the percentage mentioned in Schedule 'F' and those in excess of that limit at the rates so determined in accordance with the provision contained in Clause 12.2 and 12.3 of the tender form. Further, I/We agree that in case of forfeiture of earnest money or both Earnest Money & Performance Guarantee as aforesaid, I/We shall be debarred for participation in the re-tendering process of the work.

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

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

Dated.....

Signature of Contractor

Postal Address

Witness

Address:

Occupation:-

To be filled in by the contractor/witness as applicable.

Sig of DC (Engr).

Signature of Contractor's

ACCEPTANCE

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

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

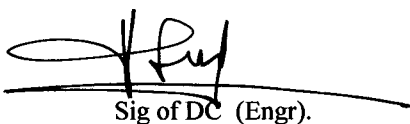
- a) Notice inviting E-tender
- b) Signed tender form
- c) Acceptance letter
- d) work order
- e) Schedule of items
- f) Working Drawings

For & on behalf of the President of India.

Signature.....

Designation.....

Dated.....

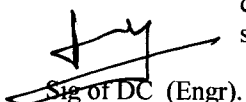


Sig of DC (Engr).

Signature of Contractor's

GENERAL RULES AND DIRECTIONS**TPT BN**

1. Notice Inviting Tender will state the work to be carried out, as well as the date for submission and opening of tenders and the time allowed for carrying out the work. The performance Guarantee to be deposited by the successful tenderer and the amount of security deposit to be deducted from bills. Copies of the specifications, designs and drawings and any other documents required in connection with the work shall also be open for inspection by the contractor at the office of officer inviting tender during office hours. The contractor has to sign in relevant register with address as a token of seeing understanding detail about work.
 2. In the event of the tender being submitted by a firm, it must be signed separately by each partner thereof or in the event of the absence of any partner, it must be signed on his behalf by a person holding a power of attorney authorizing him to do so, such power of attorney to be produced with the tender, and it must disclose that the firm is duly registered under the Indian Partnership Act, 1952.
 3. Receipts for payment made on account of work, when executed by a firm, must also be signed by all the partners, except where contractors are described in their tender as a firm, in which case the receipts must be signed in the name of the firm by one of the partners, or by some other person having due authority to give effectual receipts for the firm.
 4. Any person who submits a tender shall fill up the Schedule of Quantity (Vol. II) form, stating at what percentage he is willing to undertake the work. Tenders, which propose any alteration in the work specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other conditions of any sort, including conditional rebates, will be summarily rejected. No single tender shall include more than one work, but contractors who wish to tender for two or more works shall submit separate tenders for each. Tender shall have the name and number of the works to which they refer, written on the envelopes.
 5. The officer inviting tender or his duly authorized representatives will open tenders in the presence of any intending contractors who may be present at the time, and will enter the amounts of the several tenders in a comparative statement in a suitable form. In the event of a tender being accepted, contractor shall sign copies of the specifications and other documents mentioned in Rule-I. In the event of a tender being rejected, the earnest money of unaccepted tenders shall thereupon be returned to the contractor, without any interest.
 6. The officer inviting tenders shall have the right of rejecting all or any of the tenders and will not be bound to accept the lowest or any other tender.
 7. The receipt of an accountant or clerk for any money paid by the contractor will not be considered as any acknowledgement or payment to the officer inviting tender and the contractor shall be responsible for seeing that he procures a receipt signed by the officer inviting tender or a duly authorized Cashier if EMD & other papers are submitted by hand.
 8. The tenderers shall sign a declaration under the officials Secret Act 1923, for maintaining secrecy of the tender documents drawings or other records connected with the work given to them. Use of correction fluid, anywhere in tender document is not permitted. Such tender is liable for rejection.
 9. In Percentage rate tender, only percentage quoted shall be considered. Percentage quoted by the contractor in percentage rate tender in figures and words shall be accurately filled in so that there is no discrepancy in the percentage written in figures and words. However, if a discrepancy is found, the percentage which correspond with the amount worked out by the contractor shall unless otherwise proved be taken as correct. If the contractor does not work out the amount of an item or it does not correspond with the percentage written either in figures or in words, then the percentage quoted by the contractor in words shall be taken as correct. Where the percentage quoted by the contractor in figures and in words tally but the amount is not worked out correctly, the percentage quoted by the contractor will unless otherwise proved be taken as correct and not the amount. In the event of no percentage has been quoted, leaving space both in figure(s), word(s), and amount blank, it will be presumed that the contractor has included the cost and work will be required to be executed accordingly.
 10. Percentage shall be quoted. Special care should be taken to write the percentage in figures as well as in words, in such a way that interpolation is not possible. The total amount should be written both in figures and in words. In case of figures, the word 'Rs.' should be written before the figure of rupees and word 'P' after the decimal figures, e.g. 'Rs.2.15 P' and in case of words, the word, 'Rupees' should precede and the word 'Paise' should be written at the end. Unless the rate is in whole rupees and followed by the word 'only' it should invariably be upto two decimal places. While quoting the rate in schedule of quantities, the word 'only' should be written closely following the amount and it should not be written in the next line.
- i) The contractor whose tender is accepted shall be required to deposit an amount equal to 5% of the tendered value of the work as performance guarantee As per CPWD file No. CSQ/CM//16(1)2026 E-file 912995(DFA/9365789), In Case of abnormally low bid (A bid will treated as abnormally low if the quoted bid amount is lesser than 80% of the estimate cost put to tender) the bidder shall be required to submit APG (Additional performance Guarantee) in addition to the standard performance Guarantee .

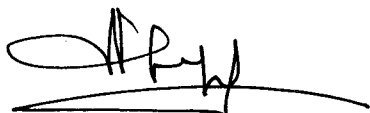


Sig of DC (Engr).

Signature of Contractor's

The amount of APG Shall be equivalent to the difference between 80% amount of ECPT and quoted amount. (e.g if ECPT(Estimate cost put to tender) is A and quoted amount is 0.7A Then the amount of APG shall be (0.8A- 0.7A)

- i) within the period as specified in schedule-‘F’ in the form of an irrevocable bank guarantee bond of any scheduled bank in accordance with the form prescribed, fixed deposit receipt or demand draft in favor of **Commandant TPT Bn ITBPChandigarh Behlana**
- ii) The contractor whose tender is accepted, will also be required to furnish by way of Security Deposit for the fulfillment of his contract, an amount equal 2.5% of the tendered value of the work. The Security deposit may also be recovered by deductions from the running bills as well as final bill of the contractor at the rates mentioned above. The Security amount will also be accepted in the shape of Government Securities. Fixed Deposit Receipt of a Scheduled Bank or State Bank of India will also be accepted for this purpose provided confirmatory advice is enclosed.
- ii) On acceptance of the tender, the name of the accredited representative(s) of the contractor who would be responsible for taking instructions from the Engineer-in-Charge shall be communicated in writing to the Engineer-in-Charge.
- iii) GST, purchase tax, turnover tax or any other tax applicable in respect of this contract shall be payable by the Contractor and ITBP will not entertain any claim whatsoever in respect of the same.
- iv) The contractor shall give a list of both Gazetted and Non-Gazetted ITBP employees related to him.
- v) The tender for the work shall not be witnessed by a contractor or contractors who himself/themselves has/have tendered or who may and has/have tendered for the same work. Failure to observe this condition would render, tenders of the contractors tendering, as well as witnessing the tender, liable to summarily rejection.
- vi) The tender for composite work includes, building work, all other works such as sanitary and water supply installations, drainage, civil work, horticulture work, roads and paths etc. The tenderer apart from being a registered contractor (B&R) of appropriate class, must associate himself with agencies of appropriate class which are eligible to tender for sanitary and water supply, drainage, electrical, horticulture works etc in the composite tender.
- vii) The contractor shall comply with the provisions of the Apprentices Act 1961, and the rules and orders issued there under from time to time. If he fails to do so, his failure will be a breach of the contract and the ITBP may in it's discretion, without prejudice to any other right or remedy available in law, cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the said Act.
- viii) If a bidder / firm quotes nil charges / consideration, the bid shall be treated as unresponsive and will not be considered.
- ix) Bidders may contact Engineer -in-charge for meeting any working day between 10 AM to 5 PM to obtain any information/ clarification on bidding conditions, bidding process etc. The reasons for rejecting tender to prospective bidder will be disclosed by authority concerned on his enquiries.



Sig of DC (Engr).

Signature of Contractor's

CONDITIONS OF CONTRACT

1. DEFINITION: -

The contract means the document forming the tender and acceptance thereof and the formal agreement executed between the competent authority on behalf of the President of India and the contractor together with the documents referred therein including these conditions, specifications, designs, drawing and instruction issued from time to time by the Engineer-in-charge and all these documents taken together shall be deemed to form one contract and shall be complementary to one another.

2 In the contract, the following expressions shall unless the context otherwise required have the meaning.

(i) The expression work or works shall unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the works by or by virtue of the contract to be executed whether original, altered, substituted or additional.

(ii) The site shall mean the land/or other places on, into through which work is to be executed under the contract or any adjacent land, path or street through which may be allotted or used for the purpose of carrying out the contract.

(iii) The Agency / Contractor / Tenderer shall mean the individual, firm or company, whether incorporated or not, undertaking the works and shall include the legal personal representative of such individual or the persons comprising such firm or company, or the successors of such firm or company and permitted assigns of such individual, firm or company.

(iv) The President means the President of India and his successors.

(v) The Engineer-in-charge means the Engineer officer who shall supervise and be in charge of the work and who shall sign the contract on behalf of the President of India as mentioned in schedule hereunder.

(vi) Government or Government of India shall mean the President of India.

(vii) Accepting authority shall mean the authority duly authorized to accept the tender.

(viii) Accepted Risk are risks due to riots (other than those on account of contractor's employees), war (whether declared or not) invasion, act of foreign enemies, hostilities, civil war, rebellion revolution, insurgency, military or usurped power, any acts of Government, damages from aircraft, acts of God such as earthquake, lightening, unprecedented floods and other causes over which the contractor has no control and accepted as such by the Accepting Authority or causes solely due to use or occupation by Government of the part of the works in respect of which a certificate of completion has been issued or a cause solely due to Government's faulty design of works

(ix) Market rate shall be the rate as decided by the accepting authority on the basis of the cost of materials and labour at the site, where the work is to be executed plus the applicable percentage i.e. 15% to cover all over heads and profits.

(x) Department means ITB Police Force or any department of Government of India, which invites tender on behalf of President of India.

(xi) District specifications mean the specification followed by the state Government in the area where the work is to be executed.

(xii) Tender value means the value of the entire work as stipulated in the letter of award.

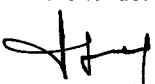
(xiii) Schedule(s) referred to in these conditions shall mean the relevant schedule(s) annexed to the tender papers or the standard Schedule of Rates of the government mentioned in Schedule 'F' hereunder, with the amendments thereto issued up to the date of receipt of the tender.

Scope and Performance

3. Where the context so requires, words imparting the singular only also include the plural and vice versa. Any reference to masculine gender shall whenever required include feminine gender and vice versa.

4. Headings and Marginal notes to these General Conditions of Contract shall not be deemed to form part thereof or be taken into consideration in the interpretation or construction thereof the contract.

5. The contractor shall be furnished, (if demanded) one copy of contract document except standard specifications, Schedule of Rates and such other printed and published documents, together with drawings as may be forming part of the tender papers. None of these documents shall be used for any purpose other than that of this contract.


Sig of DC (Engr).

Signature of Contractor's

Sufficiency of tender:

7. The contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the work and the rates and prices quoted in the schedule of Quantities, which rates and prices shall, except as otherwise provided, cover all his obligations under the contract and all matters and things necessary for the proper completion and maintenance of the works.

Discrepancies and adjustment of Errors

8. The several documents forming the contract are to be taken as mutually explanatory of one another, detailed drawings being followed in preference to small scale drawing and figured dimensions in preference to scale and special conditions on preference to general conditions.

8.1 In the case of discrepancy between the schedule of quantities, the specifications and/or the drawings, the following order of preference shall be observed.

- i) Description of items given in Schedule of Quantities.
- ii) Technical Specification and Special Conditions.
- iii) Drawings.
- iv) C.P.W.D. Specifications.
- iv) Indian Standard Specifications of B.I.S.
- v) Decision of Engineer-in-Charge.

8.2 If there are varying or conflicting provision made in any one document forming part of the contract, the accepting authority shall be the deciding authority, with regard to the intention of the documents and his decision shall be final and binding on the contractor.

8.3 Any error in description quantity or rate in schedule of quantities or any omission there from shall not vitiate of his obligations under the contract.

Sig of DC (Engr).

Signature of Contractor's

Form of Performance Security (Guarantee) Bank Guarantee Bond

In consideration of the President of India (hereinafter called "The Government") having offered to accept the terms and conditions of the proposed agreement between ----- and ----- (hereinafter called "the said Contractor(s)") for the work ----- (hereinafter called "the said agreement") having agreed to production of a irrevocable Bank Guarantee for Rs.----- (Rupees ----- only) as a security/guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and condition in the said agreement.

1. We, --- (indicate the name of the Bank) --- (hereinafter referred as "the Bank") hereby undertake to pay to the Government an amount not exceeding Rs.----- only) on demand by the Government.

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

3. We, the said bank further undertake to pay the ITBP any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor(s) shall have no claim against us for making such payment.

4. We, ----- (indicate the name of the Bank) -- further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the ITBP under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Engineer-in-Charge on behalf of the Government certified that the terms and conditions of the said agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.

5. We, --- (indicate the name of the Bank) --- further agree with the Government that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act of omission on the part of the ITBP or any indulgence by the Government to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

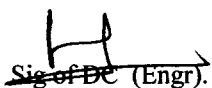
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).

7. We, --- (indicate the name of the Bank) --- lastly undertake not to revoke this guarantee except with the previous consent of the Government in writing.

8. This guarantee shall be valid up to ----- unless extended on demand by the Government. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs.----- (Rupees ----- only) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.

Dated the ----- day of ----- for --- (indicate the name of the Bank)

Signature & Seal of Bank


Sig of EC (Engr).

Signature of Contractor's

SPECIAL CONDITIONS

1.2 “CPWD Specifications” wherever appearing in this document would mean Latest edition of CPWD specifications with correction slips issued up to the last date of receipt of tender.

2.0 GCC 2023 referred in this document is Govt of India Publication and is available in the market.

- a) Form 7/8, forming part of ‘GCC 2023’ shall be superseded by this document.
- b) Wherever “President of India” is appearing in the GCC 2023 same shall be read as ITBP.
- c) Wherever Superintending Engineer is appearing in GCC 2023, it may be read as DIG/Comdt Engineer.
- d) Wherever CPWD or PWD is appearing in GCC 2023, it may be read as ITBP.

3.0 Unless otherwise provided in the schedule of quantities the rates tendered by the contractor shall be all-inclusive and shall apply to all heights, levels, depths, leads, lifts including shafts, machine room & stair cases. The rates for all items of work, unless clearly specified otherwise, shall include the cost of all labour, materials, and other inputs involved in the execution of the items.

4.0 No foreign exchange shall be made available by the department for the purpose of procurement of equipment, plants, machinery, materials of any kind or any other items required to be carried out in execution of work.

5.0 The contractor or his authorized representative should always be available at the site of work to take instructions from Engineer in charge, and ensure proper execution of work.

6.0 No work shall commence in the absence of contractor’s engineers and they shall certify in writing about the correctness of layout, alignment and shall ensure stability of all structural work such as partition panel and other related items.

7.0 All work and materials brought and left upon the ground by the contractor or by his orders for the purpose of forming part of the works, are to be considered to be the property of the ITBP and the same are not to be removed or taken away by the contractor or any other person without consent in writing of the Engineer-in-charge but the ITBP is not to be in any way responsible for any loss or damage which may happen to or in respect of any such work or materials either by the same being lost or damaged by weather or otherwise.

8.0 The contractor shall execute the different items simultaneously, as far as possible, so that minimum breakage and repairs are involved.

9.0 The contractor shall take all necessary precautions to prevent any nuisance or inconvenience to the owners, tenants of adjacent properties and to the public in general and to prevent any damage to such properties and any pollution of environment and waterways. He shall make good at his own cost and to the satisfaction of the Engineer-in-Charge, any damage to public or private property whatsoever caused by the execution of the work or by traffic brought thereon by the contractor. Utmost care shall be taken to keep the noise level to the barest minimum so that no disturbance as far as possible is caused to the occupants/users of adjoining buildings.

10. All associated activities required for obtaining necessary clearances, permissions, approvals, all licenses etc. as required from all concerned authorities in respect of installation and commissioning shall be the responsibility of the contractor, the cost for which shall be deemed to be included in the rates for various items of work of Schedule of Quantities. However, actual statutory fee paid to the concerned authorities for obtaining approvals if any, shall be reimbursed by the ITB Police on production of proof of payment made by the Contractor.

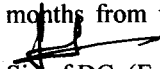
11.0 The contractor shall be responsible for watch and ward of all the works, equipment and various materials till complete handing over of works.

12.0 Wherever any reference to any Indian Standards Specification occurs in the documents relating to this contract the same shall be inclusive of all amendments issued there to or revisions thereof if any, up to the date of receipt of tenders.

13.0 The site of work may be at one or more places and at any floor up to six levels for which nothing extra shall be paid.

14.0 Cess @ 1% of gross value of work done shall be deducted from the payment as per Construction Workers Welfare Cess Act 1996 besides other statutory deduction like income tax, GST etc.

15.0 The contractor shall be fully responsible for rectifying the defect, which may happen during the use up to 12 months from the date of completion of the work. The decision of Engineer-in-Charge in this regard shall be final

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& binding. In case the contractor fails to carry out the said repairs, rectifications, replacement within the specified time, the department shall get therepairs / rectifications / replacement as considered necessary at the cost of the contractor by recovering the cost from the security deposit. In case additional expenditure is incurred by the department on this account, the same shall be borne by the contractor.

16.0 The rates quoted by the contractor shall be all inclusive keeping in mind the specifications, special conditions and technical specifications and nothing extra shall be payable whatsoever, unless otherwise specified.

17.0 If the work is carried out in more than one shifts or during night to meet the time period of completion, nothing extra shall be paid on this account.

18.0 Contractor shall have to make own arrangement for water & electricity, otherwise 1% of gross amount shall be deducted from the dues of the contractor. Contractor have to make payment for Design Mix preparation and all the applicable lab test as per direction of Engineer-in-Charge from any Govt recognized University or Govt approved Lab as per direction of Engineer-in-charge and nothing will be paid by Deptt.

19.0 Firm will provide light Vehicle with Driver for inspection of Construction work upto completion of work. If light Vehicle with Driver is not provided than payment of Rs 30,000/- Per Month will be deducted from Firm. The contractor shall follow the instruction and restrictions imposed by the Administration / Police authorities on the working and movement of labour / material / vehicles etc and nothing extra shall be paid on this account. Contractor shall be responsible for getting necessary Clearances/passes from Police/other authorities before start of work.

20.0 All the materials are to be got approved from the Engineer-in-Charge before using the same in the work.

21.0 Agency shall ensure execution of work in accordance with specifications / nomenclature of work and preparation of surface shall be got checked and approved from Engineer -in charge.

22.0 Contractor will have to deposit G.S.T himself as per Govt. rule/norms and must submit the certificate to ITB Police.


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PROFORMA OF SCHEDULES : A To F

(FOR MAJOR COMPONENT OF WORK)

SCHEDULE 'A'

Schedule of quantities (Enclosed) :-BOQ

SCHEDULE 'B'

Schedule of Materials to be issued to the contractor

:- Nil

SCHEDULE 'C'

Tools and plants to be hired to the contractor

:- Nil

SCHEDULE 'D'

Extra Schedule for Specific requirement/Documents for the work, if any

:- Special conditions

SCHEDULE 'E'**Reference to General conditions of contract:-**General Condition of Contract-2023 as amended/modified up to the last date of submission of tendersName of work :- **CONSTRUCTION OF 25 KLD ETP FOR COMPOSITE HOSPITAL AT TPT BN , ITBP FORCE, CHANDIGARH BEHLANA).**

Estimated cost of work :- Civil Work and Electrical work :-Rs85,88,838/-

Earnest Money :-Rs 1,71,777/-(Refundable on receipt of Performance Guarantee) .

- i) Performance Guarantee :- 5% of the Accepted tendered value of the work . As per CPWD file No. CSQ/CM//16(1)2026 E-file 912995(DFA/9365789), In Case of abnormally low bid (A bid will treated as abnormally low if the quoted bid amount is lesser than 80% of the estimate cost put to tender) the bidder shall be required to submit APG (Additional performance Guarantee) in addition to the standard performance Guarantee . The amount of APG Shall be equivalent to the difference between 80% amount of ECPT and quoted amount. (e.g if ECPT(Estimate cost put to tender) is A and quoted amount is 0.7A Then the amount of APG shall be (0.8A- 0.7A)

- iii) Security Deposit :- 2.5 % of the Accepted tendered value of the work .

SCHEDULE 'F'**General Rules &Directions:**

Officer Inviting Tender- :Deputy Commandant Engineer ,TPT Bn ITBPolice Chandigarh Behlana,

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 :- NIL

Definition :-

2(i)	Engineer-in-charge	Deputy Commandant Engineer ,TPT Bn ITBPolice Chandigarh Behlana
(ii)	Accepting Authority	Deputy Commandant Engineer ,TPT Bn ITBPolice Chandigarh Behlana
(iii)	Percentage on cost of materials and labour to cover all overheads and Profits.	15%
(iv)	Standard Schedule of Rates	Delhi Schedule of Rates 2023with up to date correction slip
(v)	Department	Indo-Tibetan Border Police
(vi)	Contract Form	CPWD GCC-2023, CPWD Form 7 modified & corrected up to last date of receipt of bid


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Clause – 1 :-

(i)	Maximum time allowed for submission of Performance guarantee, Programmed chart (Time and Progress) and applicable labour licenses, registration with EPFO, ESIC and BOCW welfare board or proof of applying thereof from the date of issue of letter of acceptance .	07 days (extendable up to further 5 days in case circumstances are beyond control of contractor)
(ii)	Maximum allowable extension with late fee @ 0.1% per day of Performance Guarantee amount beyond the period as provided in (i) above .	10 (Ten) days

Clause 2

(i)	Authority for fixing compensation under clause 2	CO (Engr.)/DIG (Engr.) Dte. Gen. ITBP
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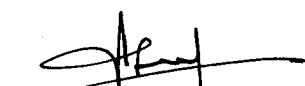
Clause - 5

(i)	Number of days from the date of issue of letter of acceptance for reckoning date of start	10 days
(ii)	Time allowed for execution of work	6 Months

TABLE OF MILE STONE(s)

Name of work: CONSTRUCTION OF 25 KLD ETP FOR COMPOSITE HOSPITAL AT TPT BN , ITBP FORCE, CHANDIGARH BEHLANA).

SI No	Financial and physical Progress	Time Allowed (from date of start)	Amount to be withheld in case of non- achievement of mil
1.	1/4 th (of Whole work)	1/4th (of whole time)	In the event of not achieving the necessary progress as assessed from the running payments 1% of the tendered value of work will be withheld for Non-achieving each milestone.
2.	3/6th (of Whole work)	1/2th (of whole time)	
3.	3/4th (of Whole work)	3/4th (of whole time)	
4.	Full	Full	


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Note :- 1. Withheld amount shall be released if and when subsequent milestone is achieved within respective time specified. However, in case milestones are not achieved by the Bidder for the work, the amount shown Against milestone shall be withheld.

2. Intending bidder may submit phasing of activities / milestones based on their resources and methodology at the time of bidding corresponding to physical milestones/stages indicated in the above table. These shall be formed part of the agreement after approval of the accepting authority, otherwise, it would be assumed that agency agrees with the above-mentioned physical milestones.

Authority to decide:-

(i)	Extension of time	DC (Engr.) TPT Bn ITBP
(ii)	Rescheduling of milestones	DC (Engr.) TPT Bn ITBP
(iii)	Shifting of date of start in case of delay in handing over of site	DC (Engr.) TPT Bn ITBP

Schedule of handing over of site:-

Part	Portion of site	Description	Time period for handing over reckoned from date of issue of letter of intent
Part A	Portion without any hindrance	25%(100% in four part)	Immediately on issue of LOI
Part B	Portion with incumbrances	NA	NA
Part C	Portion dependent on work of other agencies	NA	NA

Clause- 5

Number of days from the date of issue of letter of acceptance for reckoning date of start :- **10 days**

Clause -6

:- Standard MB


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Clause 7

Gross work to be done together with net payment /Adjustment of advance for material collected ,if any,since the last such payment for being eligible to interim payment.

Clause 7A

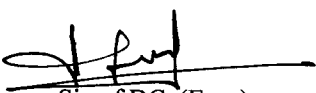
No Running Account Bill shall be paid for the work till the applicable labour licenses, registration with EPFO, ESIC and BOCW Welfare Board, whatever applicable are submitted by the contractor to the Engineer-in-Charge.

Clause 10A

List of testing equipment's to be provided by the agency at site lab :- As given in General Condition of Contract under Quality Assurance & as per CPWD Specification -2019 Volume I, II and other latest volumes .

List of testing equipment's to be provided by the Contractor at site lab:

1. Balances -Weighing balance with required brass and iron weight
2. Brass and metal sieve of required size for testing of coarse and fine aggregate
3. Weighing balance with required brass and iron weight -- 01 No
4. Set of Brass and metal sieves of required size for testing coarse and fine aggregate. - 02 Nos
5. Graduated measuring cylinder. - 06 Nos
6. Slump cone with tamping rod and non-absorbent platform. 02 Sets
7. ISI marked Cube moulds of 15x15x15 cm size. --- 06 Sets
6. Density test --- 02 Nos
9. Digital Thermometer for measuring the temperature of the bituminous work. ---03 Nos
- 10 Compression Testing Machine ---- 01 No
11. Oven - Electrically operated,
Thermostatically controlled, range Up to 200 C sensitivity 1 C - 1 No.
12. Balance 20 Kg capacity-self indicating type - 1 No.
13. Electronic balance 5 Kg capacity accuracy 0.5 gm - 2 Nos.
14. Water bath-electrically operated and thermostatically controlled with adjustable shelves,
sensitivity 1 C - 1 No.



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15. Thermometers: Mercury-in-glass thermometer range 0 to 250 C Mercury-in-steel Thermometer

with 30 cm Stem, range up to 300 C - 4 Nos.

16. Glass wares, spatulas, wire gauzes, Steel scales, measuring tape, casseroles, Karahis, enamelled trays of assorted sizes, Pestle-mortar, porcelain dishes, gunny bags, Plastic bags, chemicals, digging tools like Pickaxes, shovels etc. as required

17. Set of IS sieves with lid and pan:

450 mm diameter: -

63 mm, 53 mm, 37.5 mm, 26.5 mm, 1 set

13.2 mm, 9.5 mm, 6.7 mm and 4.75 mm size

200 mm diameter: - 2 set

2.36 mm, 2.0 mm, 1.18 mm, 600-micron, 425-micron, 300 microns, 150 micron and 75 microns

18. Water testing kit 1 set

19. First aid box 1 set

20. Compaction Test Equipment both 2.5 Kg and 4.5 Kg Rammers (Light and Heavy comp active efforts) 1 set

21. Dry Bulk Density Test apparatus (sand pouring Cylinder, tray, can etc.) complete 1 set

22. Speedy Moisture Meter complete with chemicals 1 set

23. Core cutter apparatus 10 cm dia, 10/15 cm Height, complete with dolly, rammer etc. 1 set

24. Aggregate impact Value Test apparatus/Los Angeles Abrasion Test apparatus 1 set

25. Flakiness and Elongation Test Gauges 1 set

26. Vernier calipers digital 1 set

27. Penetrometer with standard needles 1 set

28. Centrifuge type bitumen extractor, hand Operated, complete with Petrol/commercial benzene

29. Screw gauge digital 1 set

30. Field density bottle along with cutting tray, Chisel, hammer and standard sand 2 Nos.

31. 3 m straight edge 1 No.

32. Camber board 1 No.

33. Core cutting machine with 10 cm dia diamond Cutting edge 1 set 1 set

34. Good Quality plumb bob

Clause 10B whether clause 10-B (ii) and 10-B (iii) shall be applicable. :-Not applicable

Clause 10 C Component of labour expressed as percentage of value of work :- 25%

Clause 10 C A :-Not Applicable

Clause 10 CC Increase/Decrease in Price of materials/wages :-Not Applicable .

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Clause 11. Specification should be followed for the: - For Civil-CPWD specification 2019, volume I & II, For Electrical- CPWD Specification 2023/24 up to latest amendments

Clause 12 Type of Work :- Original (Construction work)

12.2 & 12.3 Deviation limit beyond which clause 12.2 & 12.3 shall apply for building work. :- **No. limit**

12.5 Deviation limit beyond which clause 12.2 & 12.3 shall apply for foundation work :- **No. limit**

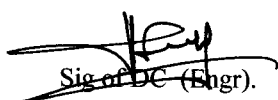
Clause 16 Competent Authority for deciding reduced rates : CO (Engr.)/ DIG (Engr.) Dte. Gen. ITBP

Clause 18 **List of Machinery, Tools & Plants to be deployed by the Contractor at site**

S.N	Name of Equipment	Numbers
1	Excavator (various sizes)	1 No
	Equipment for hoisting & lifting	
2	Tower Crane or Builder's hoist (Desirable)	1 No
	Equipment for concrete work	
3	Automatic Concrete batching plant of sufficient capacity as per direction of Engineer-in-charge	1 No
4	Concrete pump (Desirable)	1 No
5	Concrete transit mixer	1 No
6	Concrete mixer (diesel)	1 No
7	Concrete mixer (electrical)	1 No
8	Needle vibrato (electrical)	1 No
9	Needle vibrator (Petrol)	1 No
10	Surface vibrator	1 No
11	Bar bending Machine	1 No
12	Bar cutting Machine	1 No
13	Drilling Machine	1 No
14	Welding Machine i/c transformer	1 No
15	Cube testing Machine, slump testing equipment	1 No
16	M.S pipes	For 200 sqm plan area or as desired by Engineer-in-charge
17	Steel shuttering	
18	Steel scaffolding	
19	Grinding /polishing machine	2 No
	Equipment for transportation	
20	Tipper	1 No
21	Trucks	1 No
	Pneumatic Equipment	Nil
22	Air compressors (diesel)	
	Dewatering Equipment	
23	Pump (diesel)	1 No
24	Pump (Electrical) (Desirable)	1 No
	Power Equipment	
25	Diesel Generator	1 No

Note :-

1. Workshop facilities for fabrication, addition - alteration and other allied works shall be arranged by the contractor at his own cost.
2. The list of equipment /T&P/Machinery as per above is for general guidance. In addition to these, machinery/equipment as required shall be arranged by the contractor in case the requirement at any stage arises/ exceeds as per the Program finalized at his own cost and nothing extra whatsoever on this account shall be paid. This includes equipment for arrangement of concrete from RMC producing plants also.
3. All the equipment, T&P and machinery shall be kept in good and functional condition.
4. Equipment like batching plant, concrete pump excavator's/Transit mixer etc, shall be allowed to be moved away from the site when, the same are no longer required at site of work in the opinion of Engineer-in-charge.
5. In addition to above list, contractor is bound to brought at site any test equipment for any item of work, at his own cost, which Engineer-in-charge in this regard shall be final & binding.


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6. If contractor fails to comply such direction within time specified by Engineer-in charge, the same shall be brought to site by department by any means at the cost of contractor itself and nothing shall be paid in this regard.

Clause 19-C Deputy Commandant Engineer TPT Bn ITBP.

Clause 19-D Deputy Commandant Engineer TPT Bn ITBP.

Clause 19- G Deputy Commandant Engineer TPT Bn ITBP.

Clause 19-K Deputy Commandant Engineer TPT Bn ITBP.

Clause 25

For all claims dispute

A .Conciliator:

Decided by IG /DIG (Engr)/ for works below

100 lakh

B. Arbitrator Appointing authority : IG /DIG (Engr)/ CO (Engr) Dte Gen ,ITBP

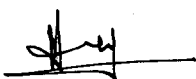
C.Place of arbitration : City of concerned HQ i.e Dte Gen New Delhi ITBP ,Chawla Camp Delhi
ITBP ,Western Command Behlana Camp

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

Cost of work	Requirement of Technical staff		Minimum experience (Years)	Designation Technical staff	Rate at which recovery shall be made from the contractor in the event of not fulfilling
	Qualification	No (of Maj + Minor component)			
More than 15 lac to 1.5 Crore	Graduate Engr Or Diploma Engr	Major Component	2 & 5 respectively	Project Manager / Quality/Billing Engineer/ site	Rs 15,000 per month per person

Clause 38 :- Applicable as given below

i	Schedule/ statement for determining theoretical quantity of cement & bitumen on the basis of Delhi Schedule of Rates	D.S.R. 2023 with amendment up to date of submission of bid.
	Variations permissible on theoretical quantities	
a	Cement for works with estimated cost put to tender not more than Rs. 5 lakhs.	2% Plus/Minus
b	Bitumen all works	2.5% plus only & nil on minus side.
c	Steel reinforcement and structural steel Sections for diameter, section and category.	2% plus/minus
d	All other materials	Nil



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ANNEXURE-I (CIVIL WORK)& (ELECTRICAL WORK)

LIST OF MATERIALS OF PREFERRED MAKE

AS PER NOTE:-

Note:1

Makes will be used - In Compliance to policy of Govt. Of INDIA to encourage “**Make in India**” and promote manufacturing and production of goods and services of India. The Make in India preference should be strictly followed during execution and GoI order for public procurement (preference to make in India), 2017 shall be fully applicable.

Note:2

As per policy of govt of India to encourage “**Make In India**” and Promote manufacturing and production of goods and services of India. The provision vide order no. P-45021/2/2017-PP(B.E-II) dated 19.07.2024 of DPIIT (Department for Promotion of Industry and Internal Trade) for Public Procurement (Preference to make In India) and office memorandum no P-45021/69/2023-BE-II (E-183080) dtd 13.11.24 of Ministry of Commerce and Industry & Internal Trade, PP Section Udyog Bhawan New Delhi

Note:3

- a) All Bidder to Note that MII (Made in India) Items of appropriate Quality and Specification shall be used in this work as per the approval of the engineer-in-charge at the time of the agreement with the L1 bidder.
- b) Sample of all the Items (Without any exception) to be brought for the approval of Engineer-in-charge before fixing/using at the site.
- c) The decision of engineer-in-Charge shall be binding and final without any exception.


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- d) Batch Test certificate of paints and primer shall be supplied along with each LOT.
- e) The engineer-in-charge reserves the right to add or delete any materials and decision in this regard shall be final and binding without any exception.

GUARANTEE TO BE EXECUTED BY THE CONTRACTOR FOR REMOVAL OF DEFECTS AFTER COMPLETION IN RESPECT OF RR STONE MASONRY, FIRE CHECK DOORS AND STRUCTURAL GLAZING WORKS

This agreement made this ----- days of ----- Two thousand ----- between -----
----- M/s ----- (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 no - ----- dated ----- (Hereinafter called the Contract) 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 , workmanship ,finishing and use of sound materials.

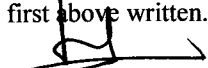
AND WHEREAS THIS GUARANTOR agreed to give a guarantee to the affect that the said work will remain structurally stable and guaranteed against faulty workmanship, finishing and materials for five years to be reckoned from the date after the expiry of maintenance period prescribed in the contract.

NOW THE GUARANTOR here by guaranty that work executed by him will remain structurally stable and defect free form minimum period of five year to be reckoned from the date after the expiry of maintenance period prescribed in the contract.

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 performance and observance of this supplementary agreement. As to the amount of loss and /or damage and or cost incurred by the government, the decision of the Engineer in Charge will be final and binding on both the parties.

IN WITNESS WHEREOF these presents have been executed by the obligator -----and-----
-----by -----for and on behalf of the President of India on the day, month and year
first above written.


Sig of DC (Engr).

Signature of Contractor's

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

1----- 2. -----

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

1----- 2 -----

GUARANTEE TO BE EXECUTED BY THE CONTRACTOR FOR REMOVAL OF DEFECTS AFTER COMPLETION IN RESPECT OF WATERPROOFING WORKS

This agreement made this ----- day of ----- Two Thousand -----
-between M/s----- (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 no - ----- dated -----
(Hereinafter called the Contract) 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 building and structures in said contract completely water and leak proof.

AND WHEREAS THIS GUARANTOR agreed to give a guarantee to the affect that the said work will remain water and leak proof, for **Ten year** from the date of completion of the work under the contract.

NOW THE GUARANTOR here by guaranty that work executed by him will render the structures completely leak poof and the minimum life of such water proofing treatment shall be **Ten years** to be reckoned from the date of completion of the work under the contract.

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

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

Sig of DC (Engr).

Signature of Contractor's

IN WITNESS WHEREOF these presents have been executed by the obligator -----and-----
 -----by -----for and on behalf of the President of India on the day, month and year
 first above written.

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

1 ----- 2 -----

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

1 ----- 2 -----

GENERAL CONDITION OF CONTRACT

CLAUSES OF CONTRACT

Performance Guarantee Clause 1

(i) The contractor shall submit an irrevocable Performance Guarantee **at specified percentage of the tendered amount as mentioned in Schedule 'E'**, in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement, (not withstanding and/or without prejudice to any other provisions in the contract) within period specified in Schedule 'F' from the date of issue of letter of acceptance. This period can be further extended by the Engineer-in-Charge up to a maximum period as specified in schedule 'F' on written request of the contractor stating the reason for delays in procuring the Performance Guarantee, to the satisfaction of the Engineer-in-Charge. This Guarantee shall be in the form of Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt or Bank Guarantee from any of the Commercial Banks. In case a fixed deposit receipt of any Bank is furnished by the contractor to the Government as part of the performance guarantee and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the Government to make good the deficit.

(ii) The Performance Guarantee shall be submitted by the contractor on format as per GCC and shall be initially valid up to the stipulated date of completion plus minimum 6 months beyond that. In case the time for completion of work gets enlarged, the contractor shall get the validity of Performance Guarantee extended to cover such enlarged time for completion of work. After recording of the completion certificate for the work by the competent authority, the performance guarantee shall be returned to the contractor, without any interest. However, in case of contracts involving maintenance of building and services/any other work after construction of same building and services/ other work, then 50% of Performance Guarantee shall be retained as Security Deposit. The same shall be returned year wise proportionately.

(Added vide OM No. DG/CON/324 dated 04.05.2022)

The Engineer-in-Charge shall not make a claim under the performance guarantee except for amounts to which the President of India is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:

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(a) Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer-in-Charge may claim the full amount of the Performance Guarantee.

(b) Failure by the contractor to pay President of India any amount due, either as agreed by the contractor or determined under any of the Clauses/Conditions of the agreement, within 30 days of the service of notice to this effect by Engineer-in-Charge.

(iv) In the event of the contract being determined or rescinded under provision of any of the Clause/Condition of the agreement, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of the President of India.

On substantial Completion of any work which has been completed to such an extent that the intended purpose of the work is met and ready to use, then a provisional Completion certificate shall be recorded by the Engineer-in-Charge. The provisional certificate shall have appended with a list of outstanding balance item of work that need to be completed in accordance with the provisions of the contract. This provisional completion certificate shall be recorded by the concerned Engineer-in-charge with the approval of Superintending Engineer /Project Manager / Chief Engineer/ Chief Project Manager, if required. After recording of the provisional Completion Certificate for the work by the competent authority, the 80 % of performance guarantee shall be returned to the contractor, without any interest.

However in case of contracts involving Maintenance of building and services /any other work after construction of same building and services/ other work, then 40% of performance guarantee shall be returned to the contractor, without any interest after recording the provisional Completion certificate.

Recovery of Security Deposit

Clause 1A

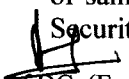
The person(s) whose tender may be accepted (hereinafter called the contractor) shall permit Government at the time of making any payment to him for work done under the contract to deduct a sum at the rate of 2.5% of the gross amount of each running and final bill till the sum deducted will amount to security deposit of 2.5% of the tendered amount of the work. Such deductions will be made and held by Government by way of Security Deposit unless he/they has/have deposited the amount of Security at the rate mentioned above in the form of Government Securities or fixed deposit receipts. In case a fixed deposit receipt of any Bank is furnished by the contractor to the Government as part of the security deposit and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the Government to make good the deficit.

(Added vide OM No. DG/CON/324 dated 04.05.2022)

All compensations or the other sums of money payable by the contractor under the terms of this contract may be deducted from, or paid by the sale of a sufficient part of his security deposit or from the interest arising there from, or from any sums which may be due to or may become due to the contractor by Government on any account whatsoever and in the event of his Security Deposit being reduced by reason of any such deductions or sale as aforesaid, the contractor shall within 10 days make good in cash or fixed deposit receipt tendered by the State Bank of India or by Scheduled Banks or Government Securities (if deposited for more than 12 months) endorsed in favour of the Engineer-in-Charge, any sum or sums which may have been deducted from, or raised by sale of his security deposit or any part thereof.

The security deposit shall be collected from the running bills and the final bill of the contractor at the rates mentioned above. The security deposit as deducted above can be released against bank guarantee issued by a scheduled bank, on its accumulations to a minimum of Rs. 5 lac subject to the condition that amount of such bank guarantee, except last one, shall not be less than Rs. 5 lac. Provided further that the validity of bank guarantee including the one given against the earnest money shall be in conformity with provisions contained in clause 17 which shall be extended from time to time depending upon extension of contract granted under provisions of clause 2 and clause 5.

In case of contracts involving maintenance of building and services/any other work after construction of same building and services/other work, then 50% of Performance Guarantee shall be retained as Security Deposit. The same shall be returned year wise proportionately.


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Note-1: Government papers tendered as security will be taken at 5% (five per cent) below its market price or at its face value, whichever is less. The market price of Government paper would be ascertained by the Divisional Officer at the time of collection of interest and the amount of interest to the extent of deficiency in value of the Government paper will be withheld if necessary.

Note-2: Government Securities will include all forms of Securities mentioned in Rule No. 274 of the G.F. Rules except fidelity bond. This will be subject to the observance of the condition mentioned under the rule against each form of security.

Note-3: Note 1 & 2 above shall be applicable for both clause 1 and 1A

Compensation for Delay

Clause 2

If the contractor fails to maintain the required progress in terms of clause 5 or to complete the work and clear the site on or before the contract or justified extended date of completion as per clause 5 (excluding any extension under Clause 5.5) as well as any extension granted under clauses 12 and 15, he shall, without prejudice to any other right or remedy available under the law to the Government on account of such breach, pay as compensation the amount calculated at the rates stipulated below as the authority specified in schedule 'F' may decide on the amount of accepted Tendered Value of the work for every completed day/ month (as determined) that the progress remains below that specified in Clause 5 or that the work remains incomplete.

Compensation for delay of work

(i) With maximum rate @ 1% (one percent) maximum per month of delay to be computed on per day basis based on quantum of damage suffered due to stated delay on the part of Contractor.

Provided always that the total amount of compensation for delay to be paid under this condition shall not exceed 10 % of the accepted Tendered Value of work. In case no compensation has been decided by the authority in Schedule 'F' during the progress of work, this shall be no waiver of right to levy compensation by the said authority if the work remains incomplete on final justified extended date of completion. If the Engineer in Charge decides to give further extension of time allowing performance of work beyond the justified extended date, the contractor shall be liable to pay compensation for such extended period. If any variation in amount of contract takes place during such extended period beyond justified extended date and the contractor becomes entitled to additional time under clause 12, the net period for such variation shall be accounted for while deciding the period for levy of compensation. However, during such further extended period beyond the justified extended period, if any delay occurs by events under sub clause 5.2, the contractor shall be liable to pay compensation for such delay.

This is without prejudice to right of action by the Engineer in Charge under clause 3 for delay in performance and claim of compensation under that clause.

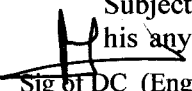
In case action under clause 2 has not been finalized and the work has been determined under clause 3, the right of action under this clause shall remain post determination of contract but levy of compensation shall be for days the progress is behind the schedule on date of determination, as assessed by the authority in Schedule F, after due consideration of justified extension. The compensation for delay, if not decided before the determination of contract, shall be decided after of determination of contract.

The amount of compensation may be adjusted or set-off against any sum payable to the Contractor under this or any other contract with the Government. In case, the contractor does not achieve a particular milestone mentioned in schedule F, or the re-scheduled milestone(s) in terms of Clause 5.4, the amount shown against that milestone shall be withheld, to be adjusted against the compensation levied as above. With-holding of this amount on failure to achieve a milestone, shall be automatic without any notice to the contractor. However, if the contractor catches up with the progress of work on the subsequent milestone(s), the withheld amount shall be released. In case the contractor fails to make up for the delay in subsequent milestone(s), amount mentioned against each milestone missed subsequently also shall be withheld. However, no interest, whatsoever, shall be payable on such withheld amount.

When Contract can be Determined

Clause 3

Subject to other provisions contained in this clause, the Engineer-in-Charge may, without prejudice to his any other rights or remedy against the contractor in respect of any delay, not following safety

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norms, inferior workmanship, any claims for damages and/or any other provisions of this contract or otherwise, and whether the date of completion has or has not elapsed, by notice in writing absolutely determine the contract in any of the following cases:

- (i) If the contractor having been given by the Engineer-in-Charge a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in an inefficient or otherwise improper or un-workman like manner shall omit to comply with the requirement of such notice for a period of seven days thereafter.
- (ii) If the contractor has, without reasonable cause, suspended the progress of the work or has failed to proceed with the work with due diligence and continues to do so after a notice in writing of seven days from the Engineer-in-Charge.
- (iii) If the contractor fails to complete the work or section of work with individual date of completion on or before the stipulated or justified extended date, on or before such date of completion; and the Engineer in Charge without any prejudice to any other right or remedy under any other provision in the contract has given further reasonable time in a notice given in writing in that behalf as either mutually agreed or in absence of such mutual agreement by his own assessment making such time essence of contract and in the opinion of Engineer-in-Charge the contractor will be unable to complete the same or does not complete the same within the period specified.
- (iv) If the contractor persistently neglects to carry out his obligations under the contract and/ or commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Engineer-in-Charge.
- (v) If the contractor shall offer or give or agree to give to any person in Government service or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract for Government.
- (vi) If the contractor shall enter into a contract with Government in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and the terms of payment thereof have been previously disclosed in writing to the Engineer-in-Charge. 27
- (vii) If the contractor had secured the contract with Government as a result of wrong tendering or other non-bonafide methods of competitive tendering or commits breach of Integrity Agreement.
- (viii) If the contractor being an individual, or if a firm, any partner thereof shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purport so to do, or if any application be made under any Insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors.
- (ix) If the contractor being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.
- (x) If the contractor shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days.
- (xi) If the contractor assigns (excluding part(s) of work assigned to other agency(s) by the contractor as per terms of contract), transfers, sublets (engagement of labour on a piece-work basis or of labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or otherwise parts with or attempts to assign, transfer, sublet or otherwise parts with the entire works or any portion thereof without the prior written approval of the Engineer -in-Charge.
- (xii) When the contractor has made himself liable for action under any of the cases aforesaid, the Engineer-in-Charge on behalf of the President of India shall have powers:
 - (a) To determine the contract as aforesaid so far as performance of work by the Contractor is concerned (of which determination notice in writing to the If the revised tendered amount (worked out on the basis of quoted rate of individual items) contractor under the hand of the Engineer-in-Charge shall be conclusive evidence). Upon such determination, the Earnest Money Deposit, Security Deposit already recovered, Security deposit payable and Performance Guarantee under the contract shall be liable to be forfeited and shall be absolutely at the disposal of the Government.

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(b) After giving notice to the contractor to measure up the work of the contractor and to take such whole, or the balance or part thereof, as shall be un-executed out of his hands and to give it to another contractor to complete the work. The contractor, whose contract is determined as above, shall not be allowed to participate in the tendering process for the balance work. In the event of above courses being adopted by the Engineer-in-Charge, the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any materials or entered into any engagements or made any advances on account or with a view to the execution of the work or the performance of the contract. And in case action is taken under any of the provision 28 aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work thereof or actually performed under this contract unless and until the Engineer-in-Charge has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

Clause 3A

In case, the work cannot be started due to reasons not within the control of the contractor within 1/8th of the stipulated time for completion of work or one month whichever is higher, either party may close the contract by giving notice to the other party stating the reasons. In such eventuality, the Performance Guarantee of the contractor shall be refunded within following time limits:

- (i) If the tendered value is up to Rs. 1 Crore : 15 days
- (ii) If the Tendered value of work is more than Rs. 1 Crore and up to Rs. 10 Crore : 21 days
- (iii) If the tendered value of work exceeds Rs. 10 Crore : 30 days

Neither party shall claim any compensation for such eventuality. This clause is not applicable for any breach of the contract by either party.

Contractor liable to pay compensation even if action not taken under Clause 3

Clause 4

In any case in which any of the powers conferred upon the Engineer-in-Charge by Clause 3 thereof, shall have become exercisable and the same are not exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any future case of default by the contractor and the liability of the contractor for compensation shall remain unaffected. In the event of the Engineer-in-Charge putting in force all or any of the powers vested in him under the preceding clause he may, if he so desires after giving a notice in writing to the contractor, take possession of (or at the sole discretion of the Engineer-in-Charge which shall be final and binding on the contractor) use as on hire (the amount of the hire money being also in the final determination of the Engineer-in-Charge) all or any tools, plant, materials and stores, in or upon the works, or the site thereof belonging to the contractor, or procured by the contractor and intended to be used for the execution of the work/or any part thereof, paying or allowing for the same in account at the contract rates, or, in the case of these not being applicable, at current market rates to be certified by the Engineer-in-Charge, whose certificate thereof shall be final, and binding on the contractor, clerk of the works, foreman or other authorized agent to remove such tools, plant, materials, or stores from the premises (within a time to be specified in such notice) in the event of the contractor failing to comply with any such requisition, the Engineer-in-Charge may remove them at the contractor's expense or sell them by auction or private sale on account of the contractor and his risk in all respects and the certificate of the Engineer-in-Charge as to the expenses of any such removal and the amount of the proceeds and expenses of any such sale shall be final and conclusive against the contractor.

Time and Extension for Delay

Clause 5

The time allowed for execution of the Works as specified in the Schedule 'F' or the extended time in accordance with these conditions shall be the essence of the Contract. The execution of the work shall commence from such time period as mentioned in schedule 'F' or from the date of handing over of the site, notified by the Engineer-in-Charge, whichever is later.

If the Contractor commits default in commencing the execution of the work as aforesaid, the performance guarantee shall be forfeited by the Engineer in Charge and shall be absolutely at the disposal of the Government without prejudice to any other right or remedy available in law.

5.1 As soon as possible but within 7 (seven) working days of award of work and in consideration of

(a) Schedule of handing over of site as specified in the Schedule 'F'

(b) Schedule of issue of designs as specified in the Schedule 'F',

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(i) the Contractor shall submit a Time and Progress Chart for each mile stone. The Engineer-in-Charge may within 7 (seven) working days thereafter, if required modify, and communicate the program approved to the contractor failing which the program submitted by the contractor shall be deemed to be approved by the Engineer-in-Charge. The Chart shall be prepared in direct relation to the time stated in the Contract documents for completion of items of the works. It shall indicate the forecast of the dates of commencement and completion of various trades of sections of the work and may be amended as necessary by agreement between the Engineer-in-Charge and the Contractor within the limitations of time imposed in the Contract documents.

(ii) In case of non submission of construction programme by the contractor, the program approved by the Engineer-in-Charge shall be deemed to be final.

(iii) The approval by the Engineer-in-Charge of such programme shall not relieve the contractor of any of the obligations under the contract.

(iv) The contractor shall submit the Time and Progress Chart and progress report using the mutually agreed software or in other format decided by Engineer-in-Charge for the work done during previous month to the Engineer-in-charge on or before 5th day of each month failing which a recovery as per Schedule F to be decided by the NIT approving authority shall be made on per week or part basis in case of delay in submission of the monthly progress report

5.2 If the work(s) be delayed by:-

(i) force majeure, or

(ii) abnormally bad weather, or

(iii) serious loss or damage by fire, or

(iv) civil commotion, local commotion of workmen, strike or lockout, affecting any of the trades employed on the work, or

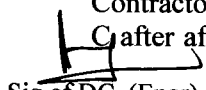
(v) delay on the part of other contractors or tradesmen engaged by Engineer-in-Charge in executing work not forming part of the Contract, or

(vi) any other cause like above which, in the reasoned opinion of the Engineer-in-Charge is beyond the Contractor's control. 30 then upon the happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the Engineer-in-Charge but shall nevertheless use constantly his best endeavors to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer-in-Charge to proceed with the works. The contractor shall have no claim of damages for extension of time granted or rescheduling of milestone/s for events listed in sub clause 5.2.

5.3 In case the work is hindered in the opinion of the contractor, by the Department or for any reason / event, for which the Department is responsible, the authority as indicated in Schedule 'F' shall, if justified, give a fair and reasonable extension of time and reschedule the mile stones for completion of work. Such extension of time or rescheduling of milestone/s shall be without prejudice to any other right or remedy of the parties in contract or in law, provided further that for concurrent delays under this sub clause and sub clause 5.2 to the extent the delay is covered under sub clause 5.2 the contractor shall be entitled to only extension of time and no damages.

5.4 Request for rescheduling of Mile stones or extension of time, to be eligible for consideration, shall be made by the Contractor in writing within fourteen days of the happening of the event causing delay on the prescribed forms i.e. Form of application by the contractor for seeking rescheduling of milestones or Form of application by the contractor for seeking extension of time (Appendix -XVI) respectively to the authority as indicated in Schedule 'F'. The Contractor shall indicate in such a request the period by which rescheduling of milestone/s or extension of time is desired. With every request for rescheduling of milestones, or if at any time the actual progress of work falls behind the approved programme by more than 10% of the stipulated period of completion of contract, the contractor shall produce a revised programme without causing any delay in execution of the work. A recovery as specified in Schedule 'F' shall be made on per day basis in case of delay in submission of the revised programme.

5.4.1 In any such case the authority as indicated in Schedule 'F' may give a fair and reasonable extension of time for completion of work or reschedule the mile stones. E-in-C shall finalize/ reschedule a particular mile stone before taking an action against subsequent mile stone. Such extension or rescheduling of the milestones shall be communicated to the Contractor by the authority as indicated in Schedule 'F' in writing, within 21 days of the date of receipt of such request from the Contractor in prescribed form. In event of nonapplication by the contractor for extension of time E-in-C after affording opportunity to the contractor, may give, supported with a programme (as specified


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under 5.4 above), a fair and reasonable extension within a reasonable period of occurrence of the event.

5.5 In case the work is delayed by any reasons, in the opinion of the Engineer-in-Charge, by the contractor for reasons beyond the events mentioned in clause 5.2 or clause 5.3 or clause 5.4 and beyond the justified extended date, without prejudice to right to take action under Clause 3, the Engineer-in-Charge may grant extension of time required for completion of work without rescheduling of milestones. The contractor shall be liable for levy of compensation for delay for such extension of time.

Computerized Measurement Book (CMB)/ Electronic Measurement Book (EMB) through CPWD ERP portal

Clause 6

Engineer-in-Charge shall, except as otherwise provided, ascertain and determine by measurement the value of work done in accordance with the contract.

All measurements of all items having financial value shall be entered by the contractor and compiled in the shape of the Computerized Measurement Book (CMB) / Electronic Measurement Book (EMB) through CPWD ERP portal and Computerized Level Book (CLB) having pages of A-4 size as per the format of the department so that a complete record is obtained of all the items of works executed under the contract.

All such measurements and levels recorded by the contractor or his authorized representative from time to time, during the progress of the work, shall be got checked by the contractor from the Engineer-in-Charge or his/her authorized representative as per interval or program fixed in consultation with Engineer-in-Charge or his/her authorized representative.

In case of CMB/CLB, after the necessary corrections made by the Engineer-in-Charge or his/her authorized representative, the measurement sheets/ shall be returned to the contractor for incorporating the corrections and for resubmission to the Engineer-in-Charge for the dated signatures by the Engineer-in-Charge and the contractor or their representatives in token of their acceptance.

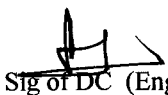
In case of EMB, the contractor shall record measurement online on ERP Portal and shall raise RFI(Request for Inspection)online for checking the online measurements by the Engineer-in-Charge or his/her authorised representative as per programme or interval fixed in consultation with Engineer-in-Charge and/or his/her authorised representative. If after verification by the Engineer-in-Charge and/or his/her authorised representative, any change is required, then Engineer-in-Charge and/or his/her authorised representative seeking the change shall return the online rejected measurements to the contractor for incorporating the changes. The contractor shall resubmit such measurements online after making necessary changes. All the changes are to be finally authorised by the Engineer-in-Charge and/or his/her authorised representative.

Whenever bill is due for payment, in case of CMB, the contractor would initially submit draft computerized measurement sheets and these measurement(s) would be got checked/ test checked from the Engineer-in-Charge and/ or his/her authorized representative. The contractor will, thereafter, incorporate such changes as may be done during these checks/ test checks in his draft computerized measurement(s) and submit to the department a computerized measurement book, duly bound, and with its pages machine numbered.

In case of EMB, the contractor shall have to download EMB for the approved RFI (request for inspection), from ERP Portal, submit printout of final EMB, having pages of A-4 size without any corrections, duly bound and with its pages machine numbered.

The Engineer-in-Charge and/ or his/her authorized representative would thereafter check this CMB /EMB and record the necessary certificates for their checks/ test checks.

The final, fair, computerized measurement book (CMB) / downloaded copy of EMB /CLB given by the contractor, duly bound, with its pages machine numbered, should be 100% correct, and no cutting or over-writing in the measurement(s) would thereafter be allowed. If at all any error is noticed, the contractor shall have to submit afresh CMB / CLB /EMB with its pages duly machine numbered and bound, after getting the earlier MB cancelled by the department.


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Thereafter, the **CMB / CLB / EMB** shall be taken in the Divisional Office records, and allotted a number as per the Register of **CMBs/ EMBs/ CLBs**. This should be done before the corresponding bill is submitted to the Division Office for payment.

The contractor shall submit two spare copies of such **CMBs/ EMBs/CLBs** for the purpose of reference and record by the various officers of the department.

The contractor shall also submit to the department separately his computerized Abstract of Cost and the bill based on these measurements, duly bound, and its pages machine numbered along with two spare copies of the bill. Thereafter, this bill will be processed by the Division Office and allotted a number as per the **register of CMBs/ EMBs/CLBs** in the same way as done for the measurement book meant for measurements.

The contractor shall, without extra charge, provide all assistance with every appliance, labour and other things necessary for checking of measurements/levels by the Engineer-in-Charge or his/her authorized representative.

Except where any general or detailed description of the work expressly shows to the contrary, measurements shall be taken in accordance with the procedure set forth in the specifications notwithstanding any provision in the relevant Standard Method of measurement or any general or local custom. In the case of items which are not covered by specifications, measurements shall be taken in accordance with the relevant standard method of measurement issued by the Bureau of Indian Standards and if for any item no such standard is available then a mutually agreed method shall be followed.

The contractor shall give not less than seven days' notice to the Engineer-in-Charge or his/ her authorized representative-in-charge of the work before covering up or otherwise placing beyond the reach of checking and/or test checking the measurement of any work in order that the same may be checked and/or test checked and correct dimensions thereof be taken before the same is covered up or placed beyond the reach of checking and/or test checking measurement and shall not cover up and place beyond reach of measurement any work without consent in writing of the Engineer-in-Charge or his/her authorized representative-in-charge of the work who shall within the aforesaid period of seven days inspect the work, and if any work shall be covered up or placed beyond the reach of checking and/or test checking measurements without such notice having been given or the Engineer-in-Charge's consent being obtained in writing the same shall be uncovered at the Contractor's expense, or in default thereof no payment or allowance shall be made for such work or the materials with which the same was executed.

Engineer-in-Charge or his/her authorized representative may cause either themselves or through another officer of the department to check the measurements/levels recorded by contractor and all provisions stipulated herein above shall be applicable to such checking of measurements or levels.

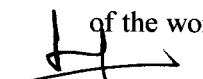
It is also a term of this contract that checking and/or test checking the measurements/ levels of any item of work in the **CMB/ EMB/CLB** and/ or its payment in the interim, on account of final bill shall not be considered as conclusive evidence as to the sufficiency of any work or material to which it relates nor shall it relieve the contractor from liabilities from any over measurement or defects noticed till completion of the defects liability period.

(Added vide OM No. DG/CON-Construction-2020/337 dated 13.04.2023)

Payment on intermediate certificate to be regarded as Advances

Clause 7

No payment shall be made for work, estimated to cost Rs. twenty lacs or less till after the whole of the work shall have been completed and certificate of completion given. For works estimated to cost over Rs. twenty lacs, the interim or running account bills shall be submitted by the contractor for the work executed on the basis of such recorded measurements on the format of the Department in triplicate on or before the date of every month fixed for the same by the Engineer-in-Charge. The contractor shall not be entitled to be paid any such interim payment if the gross work done together with net payment/ adjustment of advances for material collected, if any, since the last such payment is less than the amount specified in Schedule 'F', in which case the interim bill shall be prepared on the appointed date of the month after the requisite progress is achieved. Engineer-in-Charge shall arrange to have the bill verified by taking or causing to be taken, where necessary, the requisite measurements of the work. In the event of the failure of the contractor to submit the bills, no claims whatsoever due


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to delays on payment including that of interest shall be payable to the contractor. Payment on account of amount admissible shall be made by the Engineer-in-Charge certifying the sum to which the contractor is considered entitled by way of interim payment at such rates as decided by the Engineer-in-Charge. **An amount of ad-hoc payment not less than 75% of the net amount of the bill under check, shall be made within 10 working days of submission of the bill by the Contractor to the Engineer-in-Charge or his Authorized Engineer together with the account of the material issued by the department, or dismantled materials, if any. The remaining payment is also to be made after final checking of the bill within 28 working days of submission of bill by the contractor.** In case of delay in payment of intermediate bills after 45 days of submission of bill by the contractor, provided the bill submitted by the contractor found to be in order, a simple interest @ 5% (five percent) per annum shall be paid to the contractor from the date of expiry of prescribed time limit.

All such interim payments shall be regarded as payment by way of advances against final payment only and shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be rejected, removed, taken away and reconstructed or re-erected. Any certificate given by the Engineer-in-Charge relating to the work done or materials delivered forming part of such payment, may be modified or corrected by any subsequent such certificate(s) or by the final certificate and shall not by itself be conclusive evidence that any work or materials to which it relates is/are in accordance with the contract and specifications. Any such interim payment, or any part thereof shall not in any respect conclude, determine or affect in any way powers of the Engineer-in-Charge under the contract or any of such payments be treated as final settlement and adjustment of accounts or in any way vary or affect the contract.

Pending consideration of extension of date of completion, interim payments shall continue to be made as herein provided without prejudice to the right of the department to take action under the terms of this contract for delay in the completion of work, if the extension of date of completion is not granted by the competent authority.

The Engineer-in-Charge in his sole discretion on the basis of a certificate from the Asstt. Engineer to the effect that the work has been completed up to the level in question make interim advance payments without detailed measurements for work done (other than foundations, items to be covered under finishing items) up to lintel level (including sunshade etc.) and slab level, for each floor working out at 75% of the assessed value. The advance payments so allowed shall be adjusted in the subsequent interim bills to be submitted by the contractor within 10 days of the interim payment. In case of delay in submission of bill by the contractor a simple interest @ 10% per annum on the advance payment made shall be paid to the Government from the date of expiry of prescribed time limit.

Payments in composite Contracts

In case of composite tenders, running payment for the major component shall be made by EE of major discipline to the main contractor. Running payment for minor component shall be made by the Engineer-in-Charge of the discipline of minor component directly to the main contractor.

In case main contractor fails to make the payment to the contractor associated by him within 15 days of receipt of each running account payment, then on the written complaint of contractor associated for such minor component, Engineer in charge of minor component shall serve the show cause to the main contractor and if reply of main contractor either not received or found unsatisfactory, he may make the payment directly to the contractor associated for minor component as per the terms and conditions of the agreement drawn between main contractor and associate contractor fixed by him. Such payment made to the associate contractor shall be recovered by Engineer-in-charge of major or minor component from the next R/A/ final bill due to main contractor as the case may be.

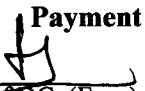
(Added vide OM no. DG/CON/327 dated 02.06.2022)

Clause 7A

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

Clause 7B

Payment to third party


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If the exigencies of the work so demand, the engineer-in-charge may allow payment to a third party, who is creditor to the contractor, after fulfilling the following conditions: -

(a) The contractor gives an authority letter addressed to the engineer-in-charge on a non-judicial stamp paper of Rs.100 in the format given below. I/We authorize the Executive Engineer, ... Division, CPWD to pay directly on my/our behalf to (name of the third party) an amount of Rs.....(Rupees in words) for the work done or supplies made by (name of the third party). I/We shall be responsible for the quality and quantity of the same under the provisions of agreement number

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(b) The total payment to third party (or parties) shall not exceed 10% of the agreement cost of the work.

(Added vide OM no. DG/CON/310 dated 17.07.2020 & DG/CON/334 dated 30.08.2022).

Completion Certificate and Completion plans

Clause 8

Within ten days of the completion of the work, the contractor shall give notice of such completion to the Engineer-in-Charge and within thirty days of the receipt of such notice, the Engineer-in-Charge shall inspect the work and if there is no defect in the work, shall furnish the contractor with a final certificate of completion, otherwise a provisional certificate of physical completion indicating defects (a) to be rectified by the contractor and/or (b) for which payment will be made at reduced rates, shall be issued. But no final certificate of completion shall be issued, nor shall the work be considered to be complete until the contractor shall have removed from the premises on which the work shall be executed all scaffolding, surplus materials, rubbish and all huts and sanitary arrangements required for his/their work people on the site in connection with the execution of the works as shall have been erected or constructed by the contractor(s) and cleaned off the dirt from all wood work, doors, windows, walls, floor or other parts of the building, in, upon, or about which the work is to be executed or of which he may have had possession for the purpose of the execution; thereof, and not until the work shall have been measured by the Engineer-in-Charge. If the contractor shall fail to comply with the requirements of this Clause as to removal of scaffolding, surplus materials and rubbish and all huts and sanitary arrangements as aforesaid and cleaning off dirt on or before the date fixed for the completion of work, the Engineer-in-Charge may at the expense of the contractor remove such scaffolding, surplus materials and rubbish etc., and dispose of the same as he thinks fit and clean off such dirt as aforesaid, and the contractor shall have no claim in respect of scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale thereof Contractor to keep Site Clean Payment of Final Bill Payment of Contractor's Bills to Banks

Clause 8A

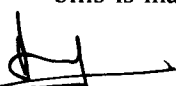
The contractor shall submit completion plans for Internal and External Civil, Electrical and Mechanical Services within thirty days of the completion of the work, provided that the service plans having been issued for execution by the Engineer-in-Charge, unless the contractor, by virtue of any other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

In case, the contractor fails to submit the completion plan as aforesaid, he shall be liable to pay a sum of 0.1 % (zero point one percent) of accepted Tendered Value or limit prescribed in Schedule F whichever is more as may be fixed by the authority as mentioned in Schedule F and in this respect the decision of the that authority shall be final and binding on the contractor.

Clause 9

The final bill shall be submitted by the contractor in the same manner as specified in interim bills within three months of physical completion of the work or within one month of the date of the final certificate of completion furnished by the Engineer-in-Charge whichever is earlier. 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. Payment of those items of the bill in respect of which there is no dispute, and for those items which are in dispute on account of quantity and/or rates shall be paid at approved quantity and/or rates by the Engineer-in-Charge, within three months period reckoned from the date of receipt of the bill by the Engineer in- Charge or his authorized Assistant Engineer, complete with account of materials issued by the Department and dismantled materials.

If the final bill is submitted by the contractor within the period specified above and payment of final bills is made by the deptt. after prescribed time limit , a simple interest @ 5 % per annum shall be


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paid to the contractor from the date of expiry of prescribed time limit, provided the final bill submitted by the contractor is found to be in order.

(Added vide OM no. DG/CON/327 dated 02.06.2022)

Clause 9A

Payments due to the contractor may, if so desired by him, be made to his bank, registered financial, co-operative or thrift societies or recognized financial institutions instead of direct to him provided that the contractor furnishes to the Engineer-in-Charge (1) an authorization in the form of a legally valid document such as a power of attorney conferring authority on the bank; registered financial, co-operative or thrift societies or recognized financial institutions to receive payments and (2) his own acceptance of the correctness of the amount made out as being due to him by Government or his signature on the bill or other claim preferred against Government before settlement by the Engineer-in-Charge of the account or claim by payment to the bank, registered financial, co-operative or thrift societies or recognized financial institutions. While the receipt given by such banks; registered financial, co-operative or thrift societies or recognized financial institutions shall constitute a full and sufficient discharge for the payment, the contractor shall whenever possible present his bills duly receipted and discharged through his bank, registered financial, cooperative or thrift societies or recognized financial institutions.

Nothing herein contained shall operate to create in favour of the bank; registered financial, co-operative or thrift societies or recognized financial institutions any rights or equities vis the President of India.

Materials to be provided by the Contractor

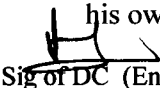
Clause 10A

The contractor shall, at his own expense and without delay supply to the Engineer-in-Charge samples of materials to be used on the work and shall get these approved in advance. All such materials to be provided by the Contractor shall be in conformity with the specifications laid down or referred to in the contract. The contractor shall, if requested by the Engineer-in-Charge furnish proof, to the satisfaction of the Engineer-in-Charge that the materials so comply. The Engineer-in-Charge shall within thirty (30) days of supply of samples or within such further period as he may require intimate to the Contractor in writing whether samples are approved by him or not. If samples are not approved, the Contractor shall forthwith arrange to supply to the Engineer-in-Charge for his approval, fresh samples complying with the specifications laid down in the contract. When materials are required to be tested in accordance with specifications, approval of the Engineer-in-Charge shall be issued after the test results are received.

The Contractor shall at his cost submit the samples of materials to be tested or analyzed and shall not make use of or incorporate in the work any materials represented by the samples until the required tests or analysis have been made and materials finally accepted by the Engineer-in-Charge. The Contractor shall not be eligible for any claim or compensation either arising out of any delay in the work or due to any corrective measures required to be taken on account of and as a result of testing of materials.

The contractor shall, at his cost, make all arrangements and shall provide all facilities as the Engineer-in-Charge may require for collecting and preparing the required number of samples for such tests at such time and to such place or places as may be directed by the Engineer-in-Charge and bear all charges including testing charges. The Engineer -in- Charge or his authorized representative shall always have access to the works and to all workshops and places where work component is being prepared or from where materials, manufactured articles or machinery are being obtained for the works and the contractor shall afford every facility and every assistance in obtaining the right to such access.

The Engineer-in-Charge shall have full powers to require the removal from the premises of all materials which in his opinion are not in accordance with the specifications and in case of default, the Engineer-in-Charge shall be at liberty to employ at the expense of the contractor, other persons to remove the same without being answerable or accountable for any loss or damage that may happen or arise to such materials. The Engineer-in-Charge shall also have Clause 10A The contractor shall, at his own expense, provide all materials, required for the works other than those which are stipulated to


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be supplied by the Government. full powers to require other proper materials to be substituted thereof and in case of default, the Engineer-in-Charge may cause the same to be supplied and all costs which may attend such removal and substitution shall be borne by the Contractor.

The contractor shall at his own expense, provide a material testing lab at the site for conducting routine field tests. The lab shall be equipped at least with the testing equipment as specified in schedule F.

Secured Advance on Materials

Clause 10 B

(i) The contractor, on signing an indenture form specified in appendix XV, shall be entitled to be paid during the progress of the execution of the work up to 75% of the assessed value of any materials, which are in the opinion of the Engineer-in-charge non-perishable, non-fragile and non-combustible and are in accordance with the contract and which have been brought on the site in connection therewith and are adequately stored and/or protected against damage by weather or other causes but which have not at the time of advance been incorporated in the works. When materials on account of which an advance has been made under this sub-clause are incorporated in the work, the amount of such advance shall be recovered/deducted from the next payment made under any of the clause or clauses of this contract.

Such secured advance shall also be payable on other items of perishable nature, fragile and combustible with the approval of the Engineer-in-charge provided the contractor provides a comprehensive insurance cover for the full cost of such materials. The decision of the Engineer-in-charge shall be final and binding on the contractor in this matter. No secured advance, shall however, be paid on high-risk materials such as ordinary glass, sand, petrol, diesel.

Mobilization advance

(ii) Mobilization advances not exceeding 10% of the tendered value may be given, if requested by the contractor in writing within six months of the order to commence the work. Such advance shall be released in two or more installments to be determined by the Engineer-in-Charge at his sole discretion. The first installment of such advance shall be released by the Engineer-in-charge to the contractor on a request made by the contractor to the Engineer-in-Charge in this behalf. The second and subsequent installments shall be released by the Engineer-in-Charge only after the contractor furnishes a proof of the satisfactory utilization of the earlier installment(s) to the satisfaction of the Engineer-in-Charge.

Before any installment of advance is released, the contractor shall execute Bank Guarantee Bonds not more than 6 (six) in number from commercial Bank for the amount equal to 110% of the amount of advance and valid for the period till recovery of advance. This (Bank Guarantee from commercial Bank on prescribed format for the amount equal to 110% of the balance amount of advance) shall be kept renewed from time to time to cover the balance amount and likely period of complete recovery.

Interest & Recovery

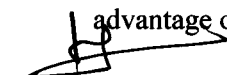
(iii) The mobilization advance in (ii) above bear simple interest at the rate of 8 percent per annum and shall be calculated from the date of payment to the date of recovery, both days inclusive, on the outstanding amount of advance. Recovery of such sums advanced shall be made by the deduction from the contractors bills commencing after first ten percent of the gross value of the work is executed and paid, on pro-rata percentage basis to the gross value of the work billed beyond 10% in such a way that the entire advance is recovered by the time eighty percent of the gross value of the contract is executed and paid, together with interest due on the entire outstanding amount up to the date of recovery of the installment.

(iv) If the circumstances are considered reasonable by the Engineer-in-Charge, the period mentioned in (ii) for request by the contractor in writing for grant of mobilization advance may be extended at the discretion of the Engineer-in-Charge.

Dismantled Material Govt. Property

Clause 10 D

The contractor shall treat all materials obtained during dismantling of a structure, excavation of the site for a work, etc. as Government's property and such materials shall be disposed off to the best advantage of Government according to the instructions in writing issued by the Engineer-in-Charge


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Work to be Executed in accordance with specifications, Drawing, Orders etc.

Clause 11

The contractor shall execute the whole and every part of the work in the most substantial and workmanlike manner both as regards materials and otherwise in every respect in strict accordance with the specifications. The contractor shall also conform exactly, fully and faithfully to the design, drawings and instructions in writing in respect of the work signed by the Engineer-in-Charge and the contractor shall be furnished free of charge one copy of the contract documents together with specifications, designs, drawings and instructions as are not included in the standard specifications of Central Public Works Department specified in Schedule 'F' or in any Bureau of Indian Standard or any other, published standard or code or, Schedule of Rates or any other printed publication referred to elsewhere in the contract.

The contractor shall comply with the provisions of the contract and with the care and diligence execute and maintain the works and provide all labour and materials, tools and plants including for measurements and supervision of all works, structural plans and other things of temporary or permanent nature required for such execution and maintenance in so far as the necessity for providing these, is specified or is reasonably inferred from the contract. The Contractor shall take full responsibility for adequacy, suitability and safety of all the works and methods of construction.

Deviations/ Variations Extent and Pricing Deviation, Extra Items and Pricing Deviation, deviated Quantities, Pricing

Clause 12

The Engineer-in-Charge shall have power (i) to make alteration in, omissions from, additions to, or substitutions for the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work, and (ii) to omit a part of the works in case of non-availability of a portion of the site or for any other reasons and the contractor shall be bound to carry out the works in accordance with any instructions given to him in writing signed by the Engineer-in-Charge and such alterations, omissions, additions or substitutions shall form part of the contract as if originally provided therein and any altered, additional or substituted work which the contractor may be directed to do in the manner specified above as part of the works, shall be carried out by the contractor on the same conditions in all respects including price on which he agreed to do the main work except as hereafter provided. The completion cost of any agreement for Maintenance works including works of up gradation, aesthetic, special repair, addition/ alteration should not exceed 1.25 times of Tendered amount. Any further deviation beyond this limit upto 1.5 times of tendered amount shall be approved by the authority mentioned in schedule 'F' with recorded reason and in exceptional case, ADG shall have full power to approve the deviation beyond 1.50 times of tendered amount with recorded reason and take suitable corrective action.

12.1 The time for completion of the works shall, in the event of any deviations resulting in additional cost over the tendered value sum being ordered, be extended, if requested by the contractor, as follows :

(i) In the proportion which the additional cost of the altered, additional or substituted work, bears to the original tendered value plus

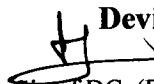
(ii) 25% of the time calculated in (i) above or such further additional time as may be considered reasonable by the Engineer-in-Charge

12.2

In the case of extra item(s) (items which are not available in the contract), the contractor may within fifteen days of the receipt of order or occurrence of the item(s), submit claim for market rate(s), supported with proper analysis of rate and manufacturer's specification for the work, invoices, vouchers, etc. (as applicable), failing which the rate(s) approved later by the Engineer-in-Charge shall be final and binding. Where the contractor submits claim for market rate(s) in the manner prescribed above, the Engineer-in-Charge shall, within 45 days of the receipt of the claims, after giving consideration to the analysis of rates and other documents submitted by the contractor, determine the rates on the basis of the market rates and the contractor shall be paid in accordance with the rates so determined.

The rate(s) of extra items so determined by the Engineer-in-Charge shall be final and binding on the contractor, and shall not be arbitrable. (Added vide OM no. DG/CON/312 dated 17.02.2021).

Deviation, deviated quantities, pricing


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In the case of extra item(s) (items which are not available in the contract), the contractor may within fifteen days of the receipt of order or occurrence of the item(s), submit claim for market rate(s), supported with proper analysis of rate and manufacturer's specification for the work, invoices, vouchers, etc. (as applicable), failing which the rate(s) approved later by the Engineer-in-Charge shall be final and binding. Where the contractor submits claim for market rate(s) in the manner prescribed above, the Engineer-in-Charge shall, within 45 days of the receipt of the claims, after giving consideration to the analysis of rates and other documents submitted by the contractor, determine the rates on the basis of the market rates and the contractor shall be paid in accordance with the rates so determined.

The rate(s) of extra items so determined by the Engineer-in-Charge shall be final and binding on the contractor, and shall not be arbitral. (Added vide OM no. DG/CON/312 dated 17.02.2021).

12.3

In the case of contract items which exceed the limit laid down in Schedule F, the Engineer-in-Charge shall after giving notice to the contractor within 30 days of submission of that bill by the contractor which contains such item(s), and after taking into consideration any reply received from the contractor within 15 days of the issue of such notice, reduce the rate for quantity in excess of the above-mentioned limit on the basis of market rates, within 30 days of the expiry of the said period of 15 days, and the contractor shall be paid in accordance with the rates so determined.

The rate(s) so determined by the Engineer-in-Charge shall be final and binding on the contractor, and shall not be arbitrable (Added vide OM no. DG/CON/312 dated 17.02.2021).

12.4

The cost of any operation necessarily in contemplation of tenderer while quoting tender or necessary or incidental to proper execution of an item of work included in the Schedule of Quantities or in the Schedule of Rates mentioned in Schedule F, whether or not specifically indicated in the description of the item and the relevant specifications, shall be deemed to be included in the rates quoted by the tenderer or the rate given in the said Schedule of Rates, as the case may be. Nothing extra shall be admissible for such operations.

Foreclosure of contract due to Abandonment or Reduction in Scope of Work

Clause 13

If at any time after acceptance of the tender or during the progress of work, the purpose or object for which the work is being done changes due to any supervening cause and as a result of which the work has to be abandoned or reduced in scope the Engineer-in-Charge shall give notice in writing to that effect to the contractor stating the decision as well as the cause for such decision and the contractor shall act accordingly in the matter. The contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.

The contractor shall be paid at contract rates, full amount for works executed at site and, in addition, a reasonable amount as certified by the Engineer-in-Charge for the items hereunder mentioned which could not be utilized on the work to the full extent in view of the foreclosure;

(i) Any expenditure incurred on preliminary site work, e.g. temporary access roads, temporary labour huts, staff quarters and site office; storage accommodation and water storage tanks.

(ii) Government shall have the option to take over contractor's materials or any part thereof either brought to site or of which the contractor is legally bound to accept delivery from suppliers (for incorporation in or incidental to the work) provided, however Government shall be bound to take over the materials or such portions thereof as the contractor does not desire to retain. For materials taken over or to be taken over by Government, cost of such materials as detailed by Engineer-in-Charge shall be paid. The cost shall, however, take into account purchase price, cost of transportation and deterioration or damage which may have been caused to materials whilst in the custody of the contractor.

(iii) Reasonable compensation for transfer of T & P from site to contractor's permanent stores or to his other works, whichever is less. If T & P are not transported to either of the said places, no cost of transportation shall be payable.

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- (iv) Reasonable compensation for repatriation of contractor's site staff and imported labour to the extent necessary.

The contractor shall, if required by the Engineer- in-Charge, furnish to him, books of account, wage books, time sheets and other relevant documents and evidence as may be necessary to enable him to certify the reasonable amount payable under this condition.

The reasonable amount of items on (i), (iv) and (v) above shall not be in excess of 2% of the cost of the work remaining incomplete on the date of closure, i.e. total stipulated cost of the work as per accepted tender less the cost of work actually executed under the contract and less the cost of contractor's materials at site taken over by the Government as per item (ii) above. Provided always that against any payments due to the contractor on this account or otherwise, the Engineer-in-Charge shall be entitled to recover or be credited with any outstanding balances due from the contractor for advance paid in respect of any tool, plants and materials and any other sums which at the date of termination were recoverable by the Government from the contractor under the terms of the contract.

In the event of action being taken under Clause 13 to reduce the scope of work, the contractor may furnish fresh Performance Guarantee on the same conditions, in the same manner and at the same rate for the balance tendered amount and initially valid up to the extended date of completion or stipulated date of completion if no extension has been granted plus minimum 60 days beyond that. Wherever such a fresh Performance Guarantee is furnished by the contractor the Engineer-in-Charge may return the previous Performance Guarantee.

Carrying out part work at risk & cost of contractor

Clause 14

If contractor:

(i) At any time makes default during currency of work or does not execute any part of the work with due diligence and continues to do so even after a notice in writing of 7 working days in this respect from the Engineer-in-Charge; or

(ii) Commits default in complying with any of the terms and conditions of the contract and does not remedy it or takes effective steps to remedy it within 7 working days even after a notice in writing is given in that behalf by the Engineer-in-Charge; or Fails to complete the work(s) or items of work with individual dates of completion, on or before the date(s) so determined, and does not complete them within the period specified in the notice given in writing in that behalf by the Engineer-in-Charge.

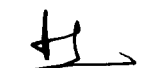
(iii) The Engineer- in-Charge without invoking action under clause 3 may, without prejudice to any other right or remedy against the contractor which have either accrued or accrue thereafter to Government, by a notice in writing to take the part work / part incomplete work of any item(s) out of his hands and shall have powers to :

(a) Take possession of the site and any materials, constructional plant, implements, stores, etc., thereon; and/or

(b) Carry out the part work / part incomplete work of any item(s) by any means at the risk and cost of the contractor.

The Engineer-in-Charge shall determine the amount, if any, is recoverable from the contractor for completion of the part work/ part incomplete work of any item(s) taken out of his hands and execute at the risk and cost of the contractor, the liability of contractor on account of loss or damage suffered by Government because of action under this clause shall not exceed 10% of the tendered value of the work.

In determining the amount, credit shall be given to the contractor with the value of work done in all respect in the same manner and at the same rate as if it had been carried out by the original contractor under the terms of his contract, the value of contractor's materials taken over and incorporated in the work and use of plant and machinery belonging to the contractor.


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The certificate of the Engineer-in-Charge as to the value of work done shall be final and conclusive against the contractor provided always that action under this clause shall only be taken after giving notice in writing to the contractor. Provided also that if the expenses incurred by the department are less than the amount payable to the contractor at his agreement rates, the difference shall not be payable to the contractor.

Any excess expenditure incurred or to be incurred by Government in completing the part work/ part incomplete work of any item(s) or the excess loss of damages suffered or may be suffered by Government as aforesaid after allowing such credit shall without prejudice to any other right or remedy available to Government in law or per as agreement be recovered from any money due to the contractor on any account, and if such money is insufficient, the contractor shall be called upon in writing and shall be liable to pay the same within 30 days.

If the contractor fails to pay the required sum within the aforesaid period of 30 days, the Engineer-in-Charge shall have the right to sell any or all of the contractors' unused materials, constructional plant, implements, temporary building at site etc. and adjust the proceeds of sale thereof towards the dues recoverable from the contractor under the contract and if thereafter there remains any balance outstanding, it shall be recovered in accordance with the provisions of the contract.

In the event of above course being adopted by the Engineer-in-Charge, the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any engagements or made any advance on any account or with a view to the execution of the work or the performance of the contract.

Suspension of Work

Clause 15

(i) The contractor shall, on receipt of the order in writing of the Engineer-in-Charge, (whose decision shall be final and binding on the contractor) suspend the progress of the works or any part thereof for such time and in such manner as the Engineer-in-Charge may consider necessary so as not to cause any damage or injury to the work already done or endanger the safety thereof for any of the following reasons:

- (a) on account of any default on the part of the contractor or;
- (b) for proper execution of the works or part thereof for reasons other than the default of the contractor; or
- (c) for safety of the works or part thereof. The contractor shall, during such suspension, properly protect and secure the works to the extent necessary and carry out the instructions given in that behalf by the Engineer in- Charge.

(ii) If the suspension is ordered for reasons (b) and (c) in sub-para (i) above:

(a) the contractor shall be entitled to an extension of time equal to the period of every such suspension PLUS 25%, for completion of the item or group of items of work for which a separate period of completion is specified in the contract and of which the suspended work forms a part, and;

(b) If the total period of all such suspensions in respect of an item or group of items or work for which a separate period of completion is specified in the contract exceeds thirty days, the contractor shall, in addition, be entitled to such compensation as the Engineer-in- Charge may consider reasonable in respect of salaries and/or wages paid by the contractor to his employees and labour at site, remaining idle during the period of suspension, adding thereto 2% to cover indirect expenses of the contractor provided the contractor submits his claim supported by details to the Engineer-in- Charge within fifteen days of the expiry of the period of 30 days.

(iii) If the works or part thereof is suspended on the orders of the Engineer-in-Charge for more than three months at a time, except when suspension is ordered for reason (a) in subpara (i) above, the contractor may after receipt of such order serve a written notice on the Engineer-in-Charge requiring permission within fifteen days from receipt by the Engineer in- Charge of the said notice, to proceed with the work or part thereof in regard to which progress has been suspended and if such permission is not granted within that time, the contractor, if he intends to treat the suspension, where it affects


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only a part of the works as an omission of such part by Government or where it affects whole of the works, as an abandonment of the works by Government, shall within ten days of expiry of such period of 15 days give notice in writing of his intention to the Engineer-in-Charge. In the event of the contractor treating the suspension as an abandonment of the contract by Government, he shall have no claim to payment of any compensation on account of any profit or advantage which he might have derived from the execution of the work in full but which he could not derive in consequence of the abandonment. He shall, however, be entitled to such compensation, as the Engineer-in-Charge may consider reasonable, in respect of salaries and/or wages paid by him to his employees and labour at site, remaining idle in consequence adding to the total thereof 2% to cover indirect expenses of the contractor provided the contractor submits his claim supported by details to the Engineer-in-Charge within 30 days of the expiry of the period of 3 months.

Action in case Work not done as per Specifications

Clause 16

All works under or in course of execution or executed in pursuance of the contract, shall at all times be open and accessible to the inspection and supervision of the Engineer-in - charge, his authorized subordinates in charge of the work and all the superior officers, officer of the Quality Assurance Unit of the Department or any organization engaged by the Department for Quality Assurance and of the Chief Technical Examiner's Office, and the contractor shall, at all times, during the usual working hours and at all other times at which reasonable notice of the visit of such officers has been given to the contractor, either himself be present to receive orders and instructions or have a responsible agent duly accredited in writing, present for that purpose. Orders given to the Contractor's agent shall be considered to have the same force as if they had been given to the contractor himself.

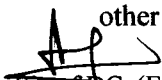
If it shall appear to the Engineer-in-charge or his authorized subordinates in charge of the work or to the Chief Engineer in charge of Quality Assurance or his subordinate officers or the officers of the organization engaged by the Department for Quality Assurance or to the Chief Technical Examiner or his subordinate officers, that any work has been executed with unsound, imperfect, or unskillful workmanship, or with materials or articles provided by him for the execution of the work which are unsound or of a quality inferior to that contracted or otherwise not in accordance with the contract, the contractor shall, on demand in writing which shall be made within twelve months (six months in the case of work costing Rs. 10 Lac and below except road work) of the completion of the work from the Engineer-in-Charge specifying the work, materials or articles complained of notwithstanding that the same may have been passed, certified and paid for forthwith rectify, or remove and reconstruct the work so specified in whole or in part, as the case may require or as the case may be, remove the materials or articles so specified and provide other proper and suitable materials or articles at his own charge and cost. In the event of the failing to do so within a period specified by the Engineer-in-Charge in his demand aforesaid, then the contractor shall be liable to pay compensation at the same rate as under clause 2 of the contract (for non-completion of the work in time) for this default.

In such case the Engineer-in-Charge may not accept the item of work at the rates applicable under the contract but may accept such items at reduced rates as the authority specified in schedule 'F' may consider reasonable during the preparation of on account bills or final bill if the item is so acceptable without detriment to the safety and utility of the item and the structure or he may reject the work outright without any payment and/or get it and other connected and incidental items rectified, or removed and re-executed at the risk and cost of the contractor. Decision of the Engineer-in-Charge to be conveyed in writing in respect of the same will be final and binding on the contractor.

Contractor Liable for Damages, defects during defect liability Period

Clause 17

If the contractor or his working people or servants shall break, deface, injure or destroy any part of building in which they may be working, or any building, road, road kerb, fence, enclosure, water pipe, cables, drains, electric or telephone post or wires, trees, grass or grassland, or cultivated ground contiguous to the premises on which the work or any part is being executed, or if any damage shall happen to the work while in progress, from any cause whatever or if any defect, shrinkage or other faults appear in the work within twelve months (six months in the case of work costing Rs. Ten lacs and below except road work) after a certificate final or otherwise of its completion shall have been given by the Engineer in- Charge as aforesaid arising out of defect or improper materials or workmanship the contractor shall upon receipt of a notice in writing on that behalf make the same good at his own expense or in default the Engineer-in-Charge cause the same to be made good by other workmen and deduct the expense from any sums that may be due or at any time thereafter may


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become due to the contractor, or from his security deposit or the proceeds of sale thereof or of a sufficient portion thereof. The security deposit of the contractor shall not be refunded before the expiry of twelve months (six months in the case of work costing Rs. Ten lacs and below except road work) after the issue of the certificate final or otherwise, of completion of work, or till the final bill has been prepared and passed whichever is later. Provided that in the case of road work, if in the opinion of the Engineer-in-Charge, half of the security deposit is sufficient, to meet all liabilities of the contractor under this contract, half of the security deposit will be refundable after six months and the remaining half after twelve months of the issue of the said certificate of completion or till the final bill has been prepared and passed whichever is later.

In case of Maintenance and Operation works of E&M services, the security deposit deducted from contractors shall be refunded within one month from the date of final payment or within one month from the date of completion of the maintenance contract whichever is earlier.

Contractor to Supply Tools & Plants etc.

Clause 18

The contractor shall provide at his own cost all materials, machinery, tools & plants as specified in schedule F. In addition to this, appliances, implements, other plants, ladders, cordage, tackle, scaffolding and temporary works required for the proper execution of the work, whether original, altered or substituted and whether included in the specifications or other documents forming part of the contract or referred to in these conditions or not, or which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-Charge as to any matter as to which under these conditions he is entitled to be satisfied, or which he is entitled to require together with carriage therefore to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials, necessary for the purpose of setting out works, and counting, weighing and assisting the measurement for examination at any time and from time to time of the work or materials. Failing his so doing, the same may be provided by the Engineer-in-Charge at the expense of the contractor and the expenses may be deducted, from any money due to the contractor, under this contract or otherwise and/or from his security deposit or the proceeds of sale thereof, or of a sufficient portion thereof.

Recovery of Compensation paid to Workmen

Clause 18A

In every case in which by virtue of the provisions sub- section (1) of section 12 of the Workmen's Compensation Act. 1923, Government is obliged to pay compensation to a workman employed by the contractor, in execution of the works , Government will recover from the contractor , the amount of the compensation so paid: and, , without prejudice to the rights of the Government under sub-section(2) of section 12 , of the said Act, Government shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by Government to the contractor whether under this contract or otherwise. Government shall not be bound to contest any claim made against it under sub- section (1) of section 12, of the said Act, except on the written request of the contractor and upon his giving to Government full security for all costs for which Government might become liable in consequence of contesting such claim.

Ensuring Payment and Amenities to Workers if Contractor fails

Clause 18B

In every case in which by virtue of the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, and of the Contract Labour (Regulation and Abolition) Central Rules, 1971, Government is obliged to pay any amounts of wages to a workman employed by the contractor in execution of the works, or to incur any expenditure in providing welfare and health amenities required to be provided under the above said Act and the rules under Clause 19H or under the C.P.W.D. Contractor's Labour Regulations, or under the Rules framed by Government from time to time for the protection of health and sanitary arrangements for workers employed by C.P.W.D. Contractors, Government will recover from the contractor, the amount of wages so paid or the amount of expenditure so incurred; and without prejudice to the rights of the Government under sub-section(2) of Section 20, and sub-section (4) of Section 21, of the Contract Labour (Regulation and Abolition) Act, 1970, Government shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by Government to the contractor whether under this contract or otherwise Government shall not be bound to contest any claim made against it under subsection (1) of Section 20, sub-section (4) of Section 21, of the said Act, except on the written request of the contractor and upon his


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giving to the Government full security for all costs for which Government might become liable in contesting such claim.

Labour Laws to be complied by the Contractor Payment of Wages

Clause 19

The contractor shall comply with the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, and the Contract Labour (Regulation and Abolition) Central Rules, 1971.

The contractor shall also obtain a valid licence under the said Act before the commencement of the work, and continue to have a valid licence until its completion. (Added vide OM no. DG/CON/314 dated 24.02.2021)

The contractor shall also comply with provisions of the Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979.

The contractor shall also abide by the provisions of the Child and Adolescent Labour (Prohibition and Regulation) Act, 1986. (Added vide OM no. DG/CON/325 dated 05.05.2022)

The contractor shall also comply with the provisions of the building and other Construction Workers (Regulation of Employment & Conditions of Service) Act, 1996 and the building and other Construction Workers Welfare Cess Act, 1996.

Any failure to fulfill these requirements shall attract the penal provisions of this contract arising out of the resultant non-execution of the work.

Clause 19A

No labour below the age of **eighteen** years shall be employed on the work. (Added vide OM no. DG/CON/330 dated 13.06.2022).

Clause 19 B

Payment of Wages

The contractor shall pay to labour employed by him either directly or through subcontractors, wages not less than fair wages as defined in the C.P.W.D. Contractor's Labour Regulations or as per the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and the contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable.

(ii) The contractor shall, notwithstanding the provisions of any contract to the contrary, cause to be paid fair wage to labour indirectly engaged on the work, including any labour engaged by his sub-contractors in connection with the said work, as if the labour had been immediately employed by him.

(iii) In respect of all labour directly or indirectly employed in the works for performance of the contractor's part of this contract, the contractor shall comply with or cause to be complied with the Central Public Works Department contractor's Labour Regulations made by Government from time to time in regard to payment of wages, wage period, deductions from wages recovery of wages not paid and deductions unauthorizedly made, maintenance of wage books or wage slips publication of scale of wage and other terms of employment, inspection and submission of periodical returns and all other matters of the like nature or as per the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, and the Contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable

(iv)

(a) The Engineer-in-Charge concerned shall have the right to deduct from the moneys due to the contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment of the conditions of the contract for the benefit of the workers, non-payment of wages or of deductions made from his or their wages which are not justified by their terms of the contract or non-observance of the Regulations.

(b) Under the provision of Minimum Wages (Central) Rules, 1950, the contractor is bound to allow to the labours directly or indirectly employed in the works one day rest for 6 days continuous work and pay wages at the same rate as for duty. In the event of default, the Engineer-in-Charge shall have the right to deduct the sum or sums not paid on account of wages for weekly holidays to any labours and pay the same to the persons entitled thereto from any money due to the contractor by the Engineer-in-Charge concerned. In the case of Union Territory of Delhi, however, as the all inclusive minimum daily wages fixed under Notification of the Delhi Administration No.F.12(162)MWO/DAB/ 43884-91, dated 31-12-1979 as amended from time to time are inclusive of wages for the weekly day of rest, the question of extra payment for weekly holiday would not arise.

(v) The contractor shall comply with the provisions of the Payment of Wages Act, 1936, Minimum Wages Act, 1948, Employees Liability Act, 1938, Workmen's Compensation Act, 1923, Industrial

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Disputes Act, 1947, Maternity Benefits Act, 1961, and the Contractor's Labour (Regulation and Abolition) Act 1970, or the modifications thereof or any other laws relating thereto and the rules made there under from time to time.

(vi) The contractor shall indemnify and keep indemnified Government against payments to be made under and for the observance of the laws aforesaid and the C.P.W.D. Contractor's Labour Regulations without prejudice to his right to claim indemnity from his sub-contractors.

(vii) The laws aforesaid shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of this contract.

(viii) Whatever is the minimum wage for the time being, or if the wage payable is higher than such wage, such wage shall be paid by the contractor to the workmen directly without the intervention of Jamadar and that Jamadar shall not be entitled to deduct or recover any amount from the minimum wage payable to the workmen as and by way of commission or otherwise.

(ix) The contractor shall ensure that no amount by way of commission or otherwise is deducted or recovered by the Jamadar from the wage of workmen.

Clause 19 C

In respect of all labour directly or indirectly employed in the work for the performance of the contractor's part of this contract, the contractor shall at his own expense arrange for the safety provisions as per C.P.W.D. Safety Code framed from time to time and shall at his own expense provide for all facilities in connection therewith. In case the contractor fails to make arrangement and provide necessary facilities as aforesaid, he shall be liable to pay a penalty as decided by the authority mentioned in Schedule F for each default and in addition, the Engineer-in- Charge shall be at liberty to make arrangement and provide facilities as aforesaid and recover the costs incurred in that behalf from the contractor.

Clause 19 D

The contractor shall submit by the 4th and 19th of every month, to the Engineer-in-Charge, a true statement showing in respect of the second half of the preceding month and the first half of the current month respectively:-

- (1) the number of labourers employed by him on the work,
- (2) their working hours,
- (3) the wages paid to them,
- (4) the accidents that occurred during the said for night showing the circumstances under which they happened and the extent of damage and injury caused by them, and
- (5) the number of female workers who have been allowed maternity benefit according to Clause 19F and the amount paid to them.

Failing which the contractor shall be liable to pay to Government, a sum as decided by the authority mentioned in Schedule F for each default or materially incorrect statement. The decision of the Divisional Officer shall be final in deducting from any bill due to the contractor, the amount levied as fine and be binding on the contractor.

Clause 19 E

In respect of all labour directly or indirectly employed in the works for the performance of the contractor's part of this contract, the contractor shall comply with or cause to be complied with all the rules framed by Government from time to time for the protection of health and sanitary arrangements for workers employed by the Central Public Works Department and its contractors.

Clause 19F

Leave and pay during leave shall be regulated as follows:-

1. Leave :

- (i) in the case of delivery - maternity leave not exceeding 8 weeks, 4 weeks up to and including the day of delivery and 4 weeks following that day,
- (ii) in the case of miscarriage - upto 3 weeks from the date of miscarriage.

2. Pay :

- (i) in the case of delivery - leave pay during maternity leave will be at the rate of the women's average daily earnings, calculated on total wages earned on the days when full time work was done during a period of three months immediately preceding the date on which she gives notice that she expects to be confined or at the rate of Rupee one only a day whichever is greater.
- (ii) in the case of miscarriage - leave pay at the rate of average daily earning calculated on the total wages earned on the days when full time work was done during a period of three months immediately preceding the date of such miscarriage.

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leave benefit shall be admissible to a woman unless she has been employed for a total period of not less than six months immediately preceding the date on which she proceeds on leave. 4. The contractor shall maintain a register of Maternity (Benefit) in the Prescribed Form as shown in appendix -I and II, and the same shall be kept at the place of work.

Clause 19G

In the event of the contractor(s) committing a default or breach of any of the provisions of the Central Public Works Department, Contractor's Labour Regulations and Model Rules for the protection of health and sanitary arrangements for the workers as amended from time to time or furnishing any information or submitting or filing any statement under the provisions of the above Regulations and Rules which is materially incorrect, he/they shall, without prejudice to any other liability, pay to the Government a sum as decided by the authority mentioned in Schedule F for every default, breach or furnishing, making, submitting, filing such materially incorrect statements and in the event of the contractor(s) defaulting continuously in this respect, the penalty may be enhanced to Rs.200/- per day for each day of default subject to a maximum of 5 percent of the estimated cost of the work put to tender. The decision of the Engineer-in-Charge shall be final and binding on the parties. Should it appear to the Engineer-in-Charge that the contractor(s) is/are not properly observing and complying with the provisions of the C.P.W.D. Contractor's Labour Regulations and Model Rules and the provisions of the Contract Labour (Regulation and Abolition) Act 1970, and the Contract Labour (R& A) Central Rules 1971, for the protection of health and sanitary arrangements for work-people employed by the contractor(s) (hereinafter referred as "the said Rules") the Engineer-in-Charge shall have power to give notice in writing to the contractor(s) requiring that the said Rules be complied with and the amenities prescribed therein be provided to the work-people within a reasonable time to be specified in the notice. If the contractor(s) shall fail within the period specified in the notice to comply with and/ observe the said Rules and to provide the amenities to the work-people as aforesaid, the Engineer-in-Charge shall have the power to provide the amenities hereinbefore mentioned at the cost of the contractor(s). The contractor(s) shall erect, make and maintain at his/ their own expense and as per approved standards all necessary huts and sanitary arrangements required for his/their work-people on the site in connection with the execution of the works, and if the same shall not have been erected or constructed, according to approved standards, the Engineer-in-Charge shall have power to give notice in writing to the contractor(s) requiring that the said huts and sanitary arrangements be remodelled and/or reconstructed according to approved standards, and if the contractor(s) shall fail to remodel or reconstruct such huts and sanitary arrangements according to approved standards within the period specified in the notice, the Engineer-in-Charge shall have the power to remodel or reconstruct such huts and sanitary arrangements according to approved standards at the cost of the contractor(s).

Clause 19H

The contractor(s) shall at his/their own cost provide his/their labour with a sufficient number of huts (hereinafter referred to as the camp) of the following specifications on a suitable plot of land to be approved by the Engineer-in-Charge.

(i) (a) The minimum height of each hut at the eaves level shall be 2.10m (7 ft.) and the floor area to be provided will be at the rate of 2.7 sq.m. (30 sq.ft.) for each member of the worker's family staying with the labourer.

(b) The contractor(s) shall in addition construct suitable cooking places having a minimum area of 1.80m x 1.50m (6'x5') adjacent to the hut for each family.

(c) The contractor(s) shall also construct temporary latrines and urinals for the use of the labourers each on the scale of not less than four per each one hundred of the total strength, separate latrines and urinals being provided for women.

(d) The contractor(s) shall construct sufficient number of bathing and washing places, one unit for every 25 persons residing in the camp. These bathing and washing places shall be suitably screened.

(ii)(a) All the huts shall have walls of sun-dried or burnt-bricks laid in mud mortar or other suitable local materials as may be approved by the Engineer-in-Charge. In case of sun-dried bricks, the walls should be plastered with mud gobri on both sides. The floor may be kutchra but plastered with mud gobri and shall be at least 15 cm (6") above the surrounding ground. The roofs shall be laid with thatch or any other materials as may be approved by the Engineer-in-Charge and the contractor shall ensure that throughout the period of their occupation, the roofs remain water-tight.

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- (b) The contractor(s) shall provide each hut with proper ventilation.
- (c) All doors, windows, and ventilators shall be provided with suitable leaves for security purposes.
- (d) There shall be kept an open space of at least 7.2m (8 yards) between the rows of huts which may be reduced to 6m (20 ft.) according to the availability of site with the approval of the Engineer-in-Charge. Back to back construction will be allowed.
- (iii) Water Supply - The contractor(s) shall provide adequate supply of water for the use of labourers. The provisions shall not be less than two gallons of pure and wholesome water per head per day for drinking purposes and three gallons of clean water per head per day for bathing and washing purposes. Where piped water supply is available, supply shall be at stand posts and where the supply is from wells or river, tanks which may be of metal or masonry, shall be provided. The contractor(s) shall also at his/ their own cost make arrangements for laying pipe lines for water supply to his/ their labour camp from the existing mains wherever available, and shall pay all fees and charges therefore.
- (iv) The site selected for the camp shall be high ground, with removed from jungle clearances, if required.
- (iii) Disposal of Excreta - The contractor(s) shall make necessary arrangements for the disposal of excreta from the latrines by trenching or incineration which shall be according to the requirements laid down by the Local Health Authorities. If trenching or incineration is not allowed, the contractor(s) shall make arrangements for the removal of the excreta through the Municipal Committee/authority and inform it about the number of labourers employed so that arrangements may be made by such Committee/authority for the removal of the excreta. All charges on this account shall be borne by the contractor and paid direct by him to the Municipality/authority. The contractor shall provide one sweeper for every eight seats in case of dry system.
- (vi) Drainage - The contractor(s) shall provide efficient arrangements for draining away sullage water so as to keep the camp neat and tidy.
- (vii) The contractor(s) shall make necessary arrangements for keeping the camp area sufficiently lighted to avoid accidents to the workers. (viii) Sanitation - The contractor(s) shall make arrangements for conservancy and sanitation in the labour camps according to the rules of the Local Public Health and Medical Authorities.

Clause 19 I

The Engineer-in-Charge may require the contractor to dismiss or remove from the site of the work any person or persons in the contractors' employ upon the work who may be incompetent or misconduct himself and the contractor shall forthwith comply with such requirements. In respect of maintenance/repair or renovation works etc. where the labour have an easy access to the individual houses, the contractor shall issue identity cards to the labourers, whether temporary or permanent and he shall be responsible for any untoward action on the part of such labour.

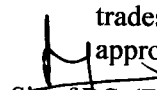
Clause 19 J

It shall be the responsibility of the contractor to see that the building under construction is not occupied by anybody unauthorized during construction, and is handed over to the Engineer-in-Charge with vacant possession of complete building. If such building though completed is occupied illegally, then the Engineer-in-Charge shall have the option to refuse to accept the said building/buildings in that position. Any delay in acceptance on this account will be treated as the delay in completion and for such delay, a levy upto 5% of tendered value of work may be imposed by the Superintending Engineer/ Chief Engineer whose decision shall be final both with regard to the justification and quantum and be binding on the contractor. However, the Superintending Engineer/ Chief Engineer, through a notice, may require the contractor to remove the illegal occupation any time on or before construction and delivery.

Employment of skilled/semi skilled workers

Clause 19 K

The contractor shall, at all stages of work, deploy skilled/semi skilled tradesmen who are qualified and possess certificate in particular trade from CPWD Training Institute/Industrial Training Institute/ National Institute of construction Management and Research (NICMAR)/ National Academy of Construction, CIDC or any similar reputed and recognized Institute managed/ certified by State/Central Government. The number of such qualified tradesmen shall not be less than 20% of total skilled/semi skilled workers required in each trade at any stage of work. The contractor shall submit number of man days required in respect of each trade, its scheduling and the list of qualified tradesmen along with requisite certificate from recognized Institute to Engineer in charge for approval. Notwithstanding such approval, if the tradesmen are found to have inadequate skill to

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execute the work of respective trade, the contractor shall substitute such tradesmen within two days of written notice from Engineer-in- Charge. Failure on the part of contractor to obtain approval of Engineer-in Charge or failure to deploy qualified tradesmen will attract a compensation to be paid by contractor at the rate specified in schedule 'F' per such tradesman per day. Decision of Engineer in Charge as to whether particular tradesman possesses requisite skill and amount of compensation in case of default shall be final and binding. Provided always, that the provisions of this clause, shall not be applicable for works with estimated cost put to tender being less than Rs. 5 crores.

For work costing more than Rs. 10 Crores, and upto Rs. 50 Crores, the contractor shall arrange on site training as per National Skill Development Corporation (NSDC) norms for at least 20% of the unskilled workers engaged in the project in co-ordination with the CPWD Regional Training Institute & National Skill Development Corporation (NSDC) for certification at the level of skilled/semi skilled tradesmen. 53 For work costing more than Rs. 50 Crores, the contractor shall arrange on site training as per National Skill Development Corporation (NSDC) norms for at least 30% of the unskilled worker engaged in the project in coordination with the CPWD Regional Training Institute & National Skill Development Corporation (NSDC) for certification at the level of skilled/semi skilled tradesmen. The cost of such training as stated above shall be born by the Government. The necessary space and workers shall be provided by the contractor and no claim what so ever shall be entertained. Contribution of EPF and ESI Minimum Wages Act to be Complied With Work not to be sublet. Action in case of in solvency Changes in firm's Constitution to be Intimated

Clause 19 L

Contribution of EPF and ESI

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

Clause 20

The contractor shall comply with all the provisions of the Minimum Wages Act, 1948, and Contract Labour (Regulation and Abolition) Act, 1970, amended from time to time and rules framed there under and other labour laws affecting contract labour that may be brought into force from time to time.

Clause 21

The contract shall not be assigned or sublet without the written approval of the Engineer-inCharge. And if the contractor shall assign or sublet his contract, or attempt to do so, or become insolvent or commence any insolvency proceedings or make any composition with his creditors or attempt to do so, or if any bribe, gratuity, gift, loan, perquisite, reward or advantage pecuniary or otherwise, shall either directly or indirectly, be given, promised or offered by the contractor, or any of his servants or agent to any public officer or person in the employ of Government in any way relating to his office or employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Engineer-in-Charge on behalf of the President of India shall have power to adopt the course specified in Clause 3 hereof in the interest of Government and in the event of such course being adopted, the consequences specified in the said Clause 3 shall ensue.

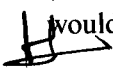
Clause 22

All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the use of Government without reference to the actual loss or damage sustained and whether or not any damage shall have been sustained.

Clause 23

Changes in firms constitution to be intimated

Where the contractor is a partnership firm, the previous approval in writing of the EngineerinCharge shall be obtained before any change is made in the constitution of the firm. Where the contractor is an individual or a Hindu undivided family business concern, such approval as aforesaid shall likewise be obtained before the contractor enters into any partnership agreement where under the partnership firm

 would have the right to carry out the works hereby undertaken by the contractor. If previous approval

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as aforesaid is not obtained, the contract shall be deemed to have been assigned in contravention of Clause 21 hereof and the same action may be taken, and the same consequences shall ensue as provided in the said Clause 21.

Life Cycle cost

Clause 24

The contractor shall be responsible for safety, quality and soundness of the buildings including structural elements beyond maintenance period. The contractor shall have obligation to rectify such defects minimum up to 5 (five) years from the date of completion of work. The defects have to be rectified within a reasonable time not exceeding forty five days after issue of notice by Engineer-in-Charge. If contractor does not take corrective action within 45 days, then action for debarring of the agency shall be taken by the appropriate authority.

Contractor to indemnify Govt. against Patent Rights

Clause 26

Contractor to indemnify Govt. against Patent Rights Lumpsum Provisions in Tender Action where no Specifications are Specified Withholding and lien in respect of sum due from contractor The contractor shall fully indemnify and keep indemnified the President of India against any action, claim or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay any royalties which may be payable in respect of any article or part thereof included in the contract. In the event of any claims made under or action brought against Government in respect of any such matters as aforesaid, the contractor shall be immediately notified thereof and the contractor shall be at liberty, at his own expense, to settle any dispute or to conduct any litigation that may arise there from, provided that the contractor shall not be liable to indemnify the President of India if the infringement of the patent or design or any alleged patent or design right is the direct result of an order passed by the Engineer-in-Charge in this behalf.

Lumpsum Provisions in Tender

Clause 27

When the estimate on which a tender is made includes lump sum in respect of parts of the work, the contractor shall be entitled to payment in respect of the items of work involved or the part of the work in question at the same rates as are payable under this contract for such items, or if the part of the work in question is not, in the opinion of the Engineer-in Charge payable of measurement, the Engineer-in-Charge may at his discretion pay the lump-sum amount entered in the estimate, and the certificate in writing of the Engineer-in Charge shall be final and conclusive against the contractor with regard to any sum or sums payable to him under the provisions of the clause.

Action where no Specifications are specified

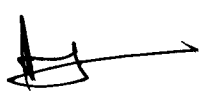
Clause 28

In the case of any class of work for which there is no such specifications as referred to in Clause 11, such work shall be carried out in accordance with the Bureau of Indian Standards Specifications. In case there are no such specifications in Bureau of Indian Standards, the work shall be carried out as per manufacturers' specifications, if not available then as per state District Specifications. In case there are no such specifications as required above, the work shall be carried out in all respects in accordance with the instructions and requirements of the Engineer-in-Charge

Withholding and lien in respect of sum due from contractor

Clause 29

(i) Whenever any claim or claims for payment of a sum of money arises out of or under the contract or against the contractor, the Engineer-in-Charge or the Government shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from the security, if any deposited by the contractor and for the purpose aforesaid, 56 the Engineer-in-Charge or the Government shall be entitled to withhold the security deposit, if any, furnished as the case may be and also have a lien over the same pending finalization or adjudication of any such claim. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the contractor, the Engineer-in-Charge or the Government shall be entitled to withhold and have a lien to retain to the extent of such claimed amount or amounts referred to above, from any sum or sums found payable or which may at any time thereafter become payable to the contractor under the same contract or any other contract with the Engineer-in-Charge of the Government or any contracting person through the Engineer-in-Charge pending finalization of adjudication of any such claim.


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It is an agreed term of the contract that the sum of money or moneys so withheld or retained under the lien referred to above by the Engineer-in-Charge or Government will be kept withheld or retained as such by the Engineer-in-Charge or Government till the claim arising out of or under the contract is determined by the arbitrator (if the contract is governed by the arbitration clause) by the competent court, as the case may be and that the contractor will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention under the lien referred to above and duly notified as such to the contractor. For the purpose of this clause, where the contractor is a partnership firm or a limited company, the Engineer-in-Charge or the Government shall be entitled to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner/limited company as the case may be, whether in his individual capacity or otherwise

(ii) Government shall have the right to cause an audit and technical examination of the works and the final bills of the contractor including all supporting vouchers, abstract, etc., to be made after payment of the final bill and if as a result of such audit and technical examination any sum is found to have been overpaid in respect of any work done by the contractor under the contract or any work claimed to have been done by him under the contract and found not to have been executed, the contractor shall be liable to refund the amount of over-payment and it shall be lawful for Government to recover the same from him in the manner prescribed in sub-clause (i) of this clause or in any other manner legally permissible; and if it is found that the contractor was paid less than what was due to him under the contract in respect of any work executed by him under it, the amount of such under payment shall be duly paid by Government to the contractor, without any interest thereon whatsoever. Provided that the Government shall not be entitled to recover any sum overpaid, nor the contractor shall be entitled to payment of any sum paid short where such payment has been agreed upon between the Superintending Engineer or Executive Engineer on the one hand and the contractor on the other under any term of the contract permitting payment for work after assessment by the Superintending Engineer or the Executive Engineer.

Lien in respect of claims in other Contracts

Clause 29A

Any sum of money due and payable to the contractor (including the security deposit returnable to him) under the contract may be withheld or retained by way of lien by the Engineer-in-Charge or the Government or any other contracting person or persons through Engineer-in-Charge against any claim of the Engineer-in-Charge or Government or such other person or persons in respect of payment of a sum of money arising out of or under any other contract made by the contractor with the Engineer-in-Charge or the Government or with such other person or persons. It is an agreed term of the contract that the sum of money so withheld or retained under this clause by the Engineer-in-Charge or the Government will be kept withheld or retained as such by the Engineer-in-Charge or the Government or till his claim arising out of the same contract or any other contract is either mutually settled or determined by the arbitration clause or by the competent court, as the case may be and that the contractor shall have no claim for interest or damages whatsoever on this account or on any other ground in respect of any sum of money withheld or retained under this clause and duly notified as such to the contractor.

Employment of coal mining or controlled area labour not Permissible

Clause 29B

The contractor shall not employ coal mining or controlled area labour falling under any category whatsoever on or in connection with the work or recruit labour from area within a radius of 32 km (20 miles) of the controlled area. Subject as above the contractor shall employ imported labour only i.e., deposit imported labour or labour imported by contractors from area, from which import is permitted. Where ceiling price for imported labour has been fixed by State or Regional Labour Committees not more than that ceiling price shall be paid to the labour by the contractor. The contractor shall immediately remove any labourer who may be pointed out by the Engineer in-Charge as being a coal mining or controlled area labourer. Failure to do so shall render the contractor liable to pay to Government a sum calculated at the rate of Rs.10/- per day per labourer. The certificate of the Engineer-in-Charge about the number of coal mining or controlled area labourer and the number of days for which they worked shall be final and binding upon all parties to this contract. It is declared and agreed between the parties that the aforesaid stipulation in this clause is one in which the public are interested within the meaning of the exception in Section 74 of Indian Contract Act, 1872.


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Explanation: - Controlled Area means the following areas: Districts of Dhanbad, Hazaribagh, Jamtara - a Sub-Division under Santhal Pargana Commissioner, Districts of Bankura, Birbhum, Burdwan, District of Bilaspur. Any other area which may be declared a Controlled Area by or with the approval of the Central Government.

Water for Works

Clause 30

The contractor(s) shall make his/their own arrangements for water required for the work and nothing extra will be paid for the same. This will be subject to the following conditions.

- (i) That the water used by the contractor(s) shall be fit for construction purposes to the satisfaction of the Engineer-in-Charge.
- (ii) The Engineer-in-Charge shall make alternative arrangements for supply of water at the risk and cost of contractor(s) if the arrangements made by the contractor(s) for procurement of water are in the opinion of the Engineer-in-Charge, unsatisfactory.

Alternate water Arrangements

Clause 30A

The contractor shall be allowed to construct temporary wells in Government land for taking water for construction purposes only after he has got permission of the Engineer-in-Charge in writing. No charges shall be recovered from the contractor on this account, but the contractor shall be required to provide necessary safety arrangements to avoid any accidents or damage to adjacent buildings, roads and service lines. He shall be responsible for any accidents or damage caused due to construction and subsequent maintenance of the wells and shall restore the ground to its original condition after the wells are dismantled on completion of the work

Hire of Plant & Machinery

Clause 31

The contractor shall arrange at his own expense all tools, plant, machinery and equipment (hereinafter referred to as T&P) required for execution of the work

Employment of Technical Staff and employees

Clause 32

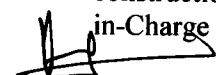
Contractors Superintendence, Supervision, Technical Staff & Employees

- (i) The contractor shall provide all necessary superintendence during execution of the work and all along thereafter as may be necessary for proper fulfilling of the obligations under the contract.

The contractor shall immediately after receiving letter of acceptance of the tender and before commencement of the work, intimate in writing to the Engineer-in-Charge, the name(s), qualifications, experience, age, address(s) and other particulars along with certificates, of the principal technical representative to be in charge of the work and other technical representative(s) who will be supervising the work. Minimum requirement of such technical representative(s) and their qualifications and experience shall not be lower than specified in Schedule 'F'. Even if the contractor (or partner(s) in case of firm/ company) is himself / herself an Engineer, it is necessary on the part of the contractor to employ principal technical representative / technical representative (s) as per stipulation in Schedule 'F'.

The Engineer-in-Charge shall within 3 days of receipt of such communication intimate in writing his approval or otherwise of such a representative(s) to the contractor. Any such approval may at any time be withdrawn and in case of such withdrawal, the contractor shall appoint another such representative(s) according to the provisions of this clause. Decision of the tender accepting authority shall be final and binding on the contractor in this respect. Such a principal technical representative and other technical representative(s) shall be appointed by the contractor soon after receipt of the approval from Engineer-in-charge and shall be available at site before start of work.

All the provisions applicable to the principal technical representative under the Clause will also be applicable to other technical representative(s). The principal technical representative and other technical representative(s) shall be present at the site of work for supervision at all times when any construction activity is in progress and also present himself/themselves, as required, to the Engineer-in-Charge and/or his designated representative to take instructions. Instructions given to the principal


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technical representative or other technical representative(s) shall be deemed to have the same force as if these have been given to the contractor. The principal technical representative and other technical representative(s) shall be actually available at site fully during all stages of execution of work, during recording/checking/test checking of measurements of works and whenever so required by the Engineer-in-Charge and shall also note down instructions conveyed by the Engineer-in-Charge or his designated representative(s) in the site order book and shall affix his/their signature in token of noting down the instructions and in token of acceptance of measurements/checked measurements/ test checked measurements. The representative(s) shall not look after any other work. Substitutes, duly approved by Engineer-in-Charge of the work in similar manner as aforesaid shall be provided in event of absence of any of the representative(s) by more than two days.

If the Engineer-in-Charge, whose decision in this respect is final and binding on the contractor, is convinced that no such technical representative(s) is/are effectively appointed or is/are effectively attending or fulfilling the provision of this clause, a recovery (non-refundable) shall be effected from the contractor as specified in Schedule 'F' and the decision of the Engineer-In-Charge as recorded in the site order book and measurement recorded checked/test checked in Measurement Books shall be final and binding on the contractor. Further if the contractor fails to appoint suitable technical Principal technical representative and/or other technical representative(s) and if such appointed persons are not effectively present or are absent by more than two days without duly approved substitute or do not discharge their responsibilities satisfactorily, the Engineer-in-Charge shall have full powers to suspend the execution of the work until such date as suitable other technical representative(s) is/are appointed and the contractor shall be held responsible for the delay so caused to the work. The contractor shall submit a certificate of employment of the technical representative(s) (in the form of copy of Form-16 or CPF deduction issued to the Engineers employed by him) along with every on-account bill/ final bill and shall produce evidence if at any time so required by the Engineer-in-Charge.

The contractor shall provide and employ on the site only such technical assistants as are skilled and experienced in their respective fields and such foremen and supervisory staff as are competent to give proper supervision to the work.

The contractor shall provide and employ skilled, semiskilled and unskilled labour as is necessary for proper and timely execution of the work.

The Engineer-in-Charge shall be at liberty to object to and require the contractor to remove from the works any person who in his opinion misconducts himself, or is incompetent or negligent in the performance of his duties or whose employment is otherwise considered by the Engineer-in-Charge to be undesirable. Such person shall not be employed again at works site without the written permission of the Engineer-in-Charge and the persons so removed shall be replaced as soon as possible by competent substitutes.

Levy/Taxes payable by Contractor

Clause 33

(i) GST, Building and other Construction Workers Welfare Cess or any other tax, levy or Cess in respect of input for or output by this contract shall be payable by the contractor and Government shall not entertain any claim whatsoever in this respect except as provided under Clause 38.

(ii) The contractor shall deposit royalty and obtain necessary permit for supply of the red bajri, stone, kankar, etc. from local authorities. If pursuant to or under any law, notification or order any royalty, cess or the like becomes payable by the Government of India and does not any time become payable by the contractor to the State Government, Local authorities in respect of any material used by the contractor in the works, then in such a case, it shall be lawful to the Government of India and it will have the right and be entitled to recover the amount paid in the circumstances as aforesaid from dues of the contractor. Conditions for reimbursement of levy/taxes if levied after receipt of Tenders Termination of Contract on death of contractor If relative working in CPWD then the contractor not allowed to tender

Conditions for reimbursement of levy/taxes if levied after receipt of Tenders

Clause 34


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(i) All tendered rates shall be inclusive of any tax, levy or cess applicable on last stipulated date of receipt of tender including extension if any. No adjustment i.e. increase or decrease shall be made for any variation in the rate of GST, Building and Other Construction Workers Welfare Cess or any tax, levy or cess applicable on inputs.

However, effect of variation in rates of GST or Building and Other Construction Workers Welfare Cess or imposition or repeal of any other tax, levy or cess applicable on output of the works contract shall be adjusted on either side, increase or decrease.

Provided further that for Building and Other Construction Workers Welfare Cess or any tax (other than GST), levy or cess varied or imposed after the last date of receipt of tender including extension if any, any increase shall be reimbursed to the contractor only if the contractor necessarily and properly pays such increased amount of taxes/ levies/cess.

Provided further that such increase including GST shall not be made in the extended period of contract for which the contractor alone is responsible for delay as determined by authority for extension of time under Clause 5 in Schedule F.

(ii) The contractor shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary and shall allow inspection of the same by a duly authorized representative of the Government and/or the Engineer-in Charge and shall also furnish such other information/document as the Engineer-in Charge may require from time to time.

(ii) The contractor shall, within a period of 30 days of the imposition of any such further tax or levy or cess, or variation or repeal of such tax or levy or cess give a written notice thereof to the Engineer-in-charge that the same is given pursuant to this condition, together with all necessary information relating thereto.

Termination of Contract of death of contractor

Clause 35

Without prejudice to any of the rights or remedies under this contract, if the contractor dies, the Engineer in Charge on behalf of the President of India shall have the option of terminating the contract without levy compensation to the contractor.

If relative working in CPWD than the contractor not allowed to tender

Clause 36

The contractor shall not be permitted to tender for works in the CPWD circle (Division in case of contractors of Horticulture/Nursery categories) responsible for award and execution of contracts in which his near relative is posted as Divisional Accountant or as an officer in any capacity between the grades of the Superintending Engineer and Junior Engineer (both inclusive). He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any Gazetted Officer in the C.P.W.D. or in the Ministry of Housing and Urban Affairs. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of this Department. If however the contractor is registered in any other department, he shall be debarred from tendering in CPWD for any breach of this condition.

NOTE: By the term "near relatives" is meant wife, husband, parents and grandparents, children and grandchildren, brothers and sisters, uncles, aunts and cousins and their corresponding in-laws.

No Gazetted Engineer to work as Contractor within one year of retirement

Clause 37

No engineer of gazetted rank or other gazette officer employed in engineering or administrative duties in an engineering department of the Government of India shall work as a contractor or employee of a contractor for a period of one year after his retirement from government service without the previous permission of Government of India in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found at any time to be such a person who had not obtained the permission of Government of India as aforesaid, before submission of the tender or engagement in the contractor's service, as the case may be.

Theoretical consumption of Material

Clause 38

(i) After completion of the work and also at any intermediate stage in the event of Non reconciliation of materials issued theoretical quantity of materials used in the work shall be calculated on the basis and method given here under: -

(a) Quantity of cement & bitumen shall be calculated on the basis of quantity of cement & bitumen required for different items of work as shown in the Schedule of Rates mentioned in Schedule 'F'. In case any item is executed for which standard constants for the consumption of cement or bitumen are

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not available in the above mentioned schedule/statement or cannot be derived from the same shall be calculated on the basis of standard formula to be laid down by the Engineer-in-Charge.

(b) Theoretical quantity of steel reinforcement or structural steel sections shall be taken as the quantity required as per design or as authorized by Engineer-in-Charge, including authorized lappages, chairs etc. plus 3% wastage due to cutting into pieces, such theoretical quantity being determined and compared with the actual, each diameter wise, section wise and category wise separately.

(c) Theoretical quantity of G.I. & C.I. or other pipes, conduits, wires and cables, pig lead and G.I./M.S. sheets shall be taken as quantity actually required and measured plus 5% for wastage due to cutting into pieces (except in the case of G.I./M.S. sheets it shall be 10%), such determination & comparison being made diameter wise & category wise.

(d) For any other material as per actual requirements. Over the theoretical quantities of materials so computed a variation shall be allowed as specified in Schedule 'F' For non scheduled items, the decision of the Superintending Engineer CE regarding theoretical quantities of materials which should have been actually used, shall be final and binding on the contractor.

(ii) The said action under this clause is without prejudice to the right of the Government to take action against the contractor under any other conditions of contract for not doing the work according to the prescribed specifications.

Compensation during warlike situations

Clause 39

The work (whether fully constructed or not) and all materials, machines, tools and plants, scaffolding, temporary buildings and other things connected therewith shall be at the risk of the contractor until the work has been delivered to the Engineer-in-Charge and a certificate from him to that effect obtained. In the event of the work or any materials properly brought to the site for incorporation in the work being damaged or destroyed in consequence of hostilities or warlike operation, the contractor shall when ordered (in writing) by the Engineer in-Charge to remove any debris from the site, collect and properly stack or remove in store all serviceable materials salvaged from the damaged work and shall be paid at the contract rates in accordance with the provision of this agreement for the work of clearing the site of debris, stacking or removal of serviceable material and for reconstruction of all works ordered by the Engineer-in-Charge, such payments being in addition to compensation up to the value of the work originally executed before being damaged or destroyed and not paid for. In case of works damaged or destroyed but not already measured and paid for, the compensation shall be assessed by the Divisional Officer upto Rs.2,00,000/-- and by the next higher officer concerned for a higher amount. The contractor shall be paid for the damages/destruction suffered and for restoring the material at the rate based on analysis of rates tendered for in accordance with the provision of the contract. The certificate of the Engineer-in-Charge regarding the quality and quantity of materials and the purpose for which they were collected shall be final and binding on all parties to this contract.

Provided always that no compensation shall be payable for any loss in consequence of hostilities or warlike operations (a) unless the contractor had taken all such precautions against air raid as are deemed necessary by the A.R.P. (Air Raid Precaution) Officers or the Engineer-in-Charge (b) for any material etc. not on the site of the work or for any tools, plant, machinery, scaffolding, temporary building and other things not intended for the work. In the event of the contractor having to carry out reconstruction as aforesaid, he shall be allowed such extension of time for its completion as is considered reasonable by the Divisional Officer.

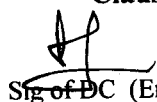
Apprentices Act provisions to be complied with

Clause 40

The contractor shall comply with the provisions of the Apprentices Act, 1961 and the rules and orders issued there under from time to time. If he fails to do so, his failure will be a breach of the contract and the Superintending Engineer may, in his discretion, cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the said Act.

Release of Security deposit after labour clearance

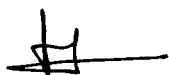
Clause 41


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The Security Deposit of the work shall be refunded if no labour complaint has been received from the labour officer till the due date of its payment. If a labour complaint is received during this period, the Engineer-in-Charge shall, after issue of notice in this regard to the contractor, deduct the amount required to settle the complaint from his security deposit and refund the balance amount. (Add vide OM no. DG/CON/314 dated 24.02.2021)

Note :- In case of any discrepancies between Hindi and English version, English version will prevail. 63



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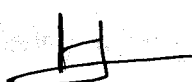
ABSTRACT OF COST CONSTRUCTION OF 25KLD ETP FOR COMPOSITE HOSPITAL AT ITBP CHANDIGARH(NIT)

	DSR23	Item description	Unit	Qty	Rate	Amount
1	2.6.1	Earth work in excavation by mechanical means (Hydraulic excavator)/ manual means over areas (exceeding 30 cm in depth, 1.5 m in width as well as 10 sqm on plan) including getting out and disposal of excavated earth lead upto 50 m and for all lift, as directed by Engineer-in-charge. 2.6.1 All kinds of soil	Cum	3,439.98	177.50	6,10,596.94
2	2.25	Filling available excavated earth (excluding rock) in trenches, plinth, sides of foundations etc. in layers not exceeding 20cm in depth, consolidating each deposited layer by ramming and watering, lead up to 50 and for all lift.	Cum	3,353.78	196.00	6,57,341.59
3	4.13	Providing & applying a coat of residual petroleum bitumen of grade of VG-10 of approved quality using 1.7 kg per square metre on damp proof course after cleaning the surface with brushes and finally with a piece of cloth lightly soaked in kerosene oil.	sqm	12.31	146.15	1,799.72
4	4.20.1.2	Providing and laying in position ready mixed or site batched design mix cement concrete for plain cement concrete work; using coarse aggregate and fine aggregate derived from natural sources, Portland Pozzolana/Ordinary Portland /Portland Slag cement, admixtures in recommended proportions as per IS: 9103 to accelerate / retard setting of concrete, to improve durability and workability without impairing strength; including pumping of concrete to site of laying, curing, carriage for all leads; but excluding the cost of centering, shuttering and finishing as per direction of the engineer-in-charge; for the following grades of concrete. Note: Extra cement up to 10% of the minimum specified cement content in design mix shall be payable separately. In case the cement content in design mix is more than 110% of the minimum specified cement content, the contractor shall have discretion to either re-design the mix or bear the cost of extra cement. Concrete of M15 grade with minimum cement content of 240 kg /cum	cum	21.68	8,986.15	1,94,821.61
5	5.33.1	Providing and laying in position ready mixed or site batched design mix cement concrete for reinforced cement concrete work; using coarse aggregate and fine aggregate derived from natural sources, Portland Pozzolana / Ordinary Portland /Portland Slag cement, admixtures in recommended proportions as per IS: 9103 to accelerate / retard setting of concrete, to improve durability and workability without impairing strength; including pumping of concrete to site of laying, curing, carriage for all leads; but excluding the cost of centering, shuttering, finishing and reinforcement as per direction of the engineer-in-charge, for the following grades of concrete.: Note: Extra cement up to 10% of the minimum specified cement content in design mix shall be payable separately. In case the cement content in design mix is more than 110% of the specified minimum cement content, the contractor shall have discretion to either re-design the mix or bear the cost of extra cement. Concrete of M25 grade with minimum cement content of 330 kg /cum upto plinth	cum	14.70	9,045.75	1,32,969.68

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	DSR23	Item description	Unit	Qty	Rate	Amount
6	5.33A.2	Providing and laying in position ready mixed or site batched design mix cement concrete for reinforced cement concrete work; using coarse aggregate and fine aggregate derived from natural sources and using recycled concrete aggregate (RCA) as coarse aggregate and fine aggregate within permissible utilization of 20% each, Portland Pozzolana /Ordinary Portland/Portland Slag cement, admixtures in recommended proportions as per IS: 9103 to accelerate / retard setting of concrete, to improve durability and workability without impairing strength; including pumping of concrete to site of laying, curing, carriage for all leads; but excluding the cost of centering, shuttering, finishing and reinforcement as per direction of the engineer-in-charge; for the following grades of concrete. Note: Extra cement up to 10% of the minimum specified cement content in design mix shall be payable separately. In case the cement content in design mix is more than 110% of the specified minimum cement content, the contractor shall have discretion to either re-design the mix or bear the cost of extra cement. 5.33A.2 All works above plinth level up to floor V level 5.33A.2.1 Concrete of M25 grade with minimum cement content of 330 kg /cum	cum	28.47	9,333.95	2,65,715.16
7	6.1.2	Brick work with common burnt clay F.P.S. (non modular) bricks of class designation 7.5 in foundation and plinth in Cement mortar 1:6 (1 cement : 6 coarse sand)	cum	21.04	7,132.25	1,50,094.92
8	6.4.1	Brick work with common burnt clay F.P.S. (non modular) bricks of class designation 7.5 in superstructure above plinth level up to floor V level in all shapes and sizes in Cement mortar 1:4 (1 cement : 4 coarse sand)	cum	34.06	9,344.35	3,18,301.97
9	13.1.1	CEMENT PLASTER (IN FINE SAND) 12 mm cement plaster of mix 1:4 (1 cement: 4 fine sand)	sqm	39.68	347.05	13,772.33
10	13.3.1	20 mm cement plaster of mix 1:4 (1 cement: 4 fine sand)	sqm	311.02	471.35	1,46,599.75
11	4.3.1	Centering and shuttering including strutting, propping etc. and removal of form work for Foundations, footings, bases for columns	sqm	40.71	392.15	15,964.43
12	4.3.2	Centering and shuttering including strutting, propping etc. and removal of form work for Retaining walls, return walls, walls (any thickness) including attached pilasters, buttresses, plinth and string courses fillets, kerbs and steps etc.	sqm	344.08	842.50	2,89,890.77
13	4.3.3	Centering and shuttering including strutting, propping etc. and removal of form work for Columns, piers, abutments, pillars, posts and struts	sqm	79.38	961.30	76,307.99
14	5.22.6	Steel reinforcement for R.C.C. work including straightening, cutting, bending, placing in position and binding all complete upto plinth level. Thermo-Mechanically Treated bars of grade Fe-500D or more.	kg	11,000.00	107.85	11,86,350.00
15	10.14.3.1	Providing and fixing pressed steel door frames conforming to IS: 4351, manufactured from commercial mild steel sheet of 1.60 mm thickness, including hinges, jamb, lock jamb, bead and if required angle threshold of mild steel angle of section 50x25 mm, or base ties of 1.60 mm, pressed mild steel welded or rigidly fixed together by mechanical means, including M.S. pressed butt hinges 2.5 mm thick with mortar guards, lock strikeplate and shock absorbers as specified and applying a coat of approved steel primer after pre-treatment of the surface as directed by Engineer-in-charge, Profile E, Fixing with adjustable lugs with split end tail to each jamb	mtr	2.10	640.20	1,344.42


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DSR23		Item description	Unit	Qty	Rate	Amount
16	9.21	Providing and fixing ISI marked flush door shutters conforming to IS : 2202 (Part I) non-decorative type, core of block board construction with frame of 1st class hard wood and well matched commercial 3 ply veneering with vertical grains or cross bands and face veneers on both faces of shutters: 35 mm thick including ISI marked Stainless Steel butt hinges with necessary screws	sqm	2.10	2,392.65	5,024.57
17	9.63.1	Providing and fixing ISI marked oxidised M.S. tower bolt black finish, (Barrel type) with necessary screws etc. complete (Copper oxidised as per IS 1378) 9.63.1250x10 mm	each	1.00	83.90	83.90
18	9.66.1	Providing and fixing ISI marked oxidised M.S. handles conforming to IS:4992 with necessary screws etc. complete (Copper oxidised as per IS 1378) 9.66.1 125mm	each	2.00	39.95	79.90
19	10.15.2	Providing and fixing M.S. Tubular frames for doors, windows, ventilators and cupboard with rectangular/ L-Type sections, made of 1.60 mm thick M.S. Sheet, joints mitred, welded and grinded finish, with profiles of required size, including fixing of necessary butt hinges and screws and applying a priming coat of approved steel primer. Fixing with carbon steel galvanised dash fastener of required dia and size (to be paid for separately)	kg	2.64	181.25	478.50
20	10.3	Providing & fixing glass panes with putty and glazing clips in steel doors, windows, clerestory windows, all complete with : 10.30.2 5.5 mm thick glass panes	sqm	2.64	1,390.15	3,670.00
21	11.1.1	Brick on edge flooring with bricks of class designation 7.5 on a bed of 12 mm cement mortar, including filling the joints with same mortar, with common burnt clay non modular bricks 1:4 (1 cement : 4 coarse sand)	sqm	1.62	1,006.95	1,635.09
22	12.16.1	10 cm thick (average) mud phaska of damped brick earth on roofs laid to slope consolidated and plastered with 25 mm thick mud mortar mixed with bhusa @ 35 kg per cum of earth and gobi leaping with mix 1:1 (1 clay : 1 cow dung) and covered with flat tile bricks, grouted with cement mortar 1:3 (1 cement : 3 fine sand) mixed with 2% of integral water proofing compound by weight of cement and finished neat With common burnt clay F.P.S.(non modular) brick tile of class designation 10	sqm	8.10	1,050.20	8,511.66
23	12.41.2	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 110 mm diameter	mtr	16.00	377.40	6,038.40
24	12.42.5.2	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. Bend 87.5°, 110 mm bend	no	6.00	150.35	902.10
25	12.22	Making khurras 45x45 cm with average minimum thickness of 5 cm cement concrete 1:2:4 (1 cement : 2 coarse sand : 4 graded stone aggregate of 20 mm nominal size) over P.V.C. sheet 1 m x 1 m x 400 micron, finished with 12 mm cement plaster 1:3 (1 cement : 3 coarse sand) and a coat of neat cement, rounding the edges and making and finishing the outlet complete.	each	2.00	298.25	596.50

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	DSR23	Item description	Unit	Qty	Rate	Amount ₹
26	23.13	Providing and applying integral crystalline slurry of hydrophilic in nature for waterproofing treatment to the RCC structures like retaining walls of the basement, water tanks, roof slabs, podiums, reservoir, sewage & water treatment plant, tunnels / subway and bridge deck etc., prepared by mixing in the ratio of 5 : 2 (5 parts integral crystalline slurry : 2 parts water) for vertical surfaces and 3 : 1 (3 parts integral crystalline slurry : 1 part water) for horizontal surfaces and applying the same from negative (internal) side with the help of synthetic fiber brush. The material shall meet the requirements as specified in ACI-212-3R-2010 i.e by reducing permeability of concrete by more than 90% compared with control concrete as per DIN 1048 and resistant to 16 bar hydrostatic pressure on negative side. The crystalline slurry shall be capable of self-healing of cracks up to a width of 0.50 mm. The work shall be carried out all complete as per specification and the direction of the engineer-in-charge. The product performance shall carry guarantee for 10 years against any leakage.				
	22.23.1	For vertical surface two coats @ 0.70 kg per sqm per coat	sqm	189.22	472.90	89,479.77
	22.23.2	For horizontal surface one coat @ 1.10 kg per sqm.	sqm	61.61	362.80	22,353.02
27	13.8	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.	sqm	596.00	156.05	93,005.80
28	13.9	Distempering with 1st quality acrylic distemper (Ready mix) having VOC content less than 50 grams/ litre of approved brand and manufacture to give an even shade :	sqm	300.00	62.70	18,810.00
29	13.61.1	Painting with synthetic enamel paint of approved brand and manufacture to give an even shade : Two or more coats on new work	sqm	296.21	155.90	46,178.36
30	19.6.4	Providing and laying non-pressure NP2 class (light duty) R.C.C. pipes with collars jointed with stiff mixture of cement mortar in the proportion of 1:2 (1 cement : 2 fine sand) including testing of joints etc. complete : 300 mm dia. R.C.C. pipe	Mtr.	600.00	994.30	5,96,580.00
31	19.13	Constructing brick masonry circular manhole 1.52 m internal dia at bottom and 0.56 m dia at top in cement mortar 1:4 (1 cement : 4 coarse sand) inside cement plaster 12 mm thick with cement mortar 1:3 (1 cement : 3 coarse sand) finished with a floating coat of neat cement, foundation concrete 1:3:6 (1 cement : 3 coarse sand : 6 graded stone aggregate 40 mm nominal size) and making necessary channel in cement concrete 1:2:4 (1 cement : 2 coarse sand : 4 graded stone aggregate 20 mm nominal size) finished with a floating coat of neat cement, all complete as per standard design :				
32	19.13.1	2.30 m deep with SFRC Cover and frame (heavy duty HD- 20 grade designation) 560 mm internal diameter conforming to I.S. 12592, total weight of cover and frame to be not less than 182 kg. fixed in cement concrete 1:2:4 (1 cement : 2 coarse sand : 4 graded stone aggregate 20 mm nominal size) including centering, shuttering all complete. (Excavation, foot rests and 12 mm thick cement plaster at the external surface shall be paid for separately)				
	19.13.1.1	Extra for depth for manholes :With common burnt clay F.P.S. (non modular) bricks of class designation 7.5	nos	14.00	52,969.10	7,41,567.40

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DSR23		Item description	Unit	Qty	Rate	Amount
	19.14	Extra depth for circular type manhole 1.52 m Internal dia (at bottom) beyond 2.30 m :	nos	13.00	22,771.85	2,96,034.05
33	19.21.2	Making connection of drain or sewer line with existing manhole including breaking into and making good the walls, floors with cement concrete 1:2:4 mix (1 cement : 2 coarse sand : 4 graded stone aggregate 20 mm nominal size) cement plastered on both sides with cement mortar 1:3 (1 cement : 3 coarse sand), finished with a floating coat of neat cement and making necessary channels for the drain etc. complete For pipes 250 to 300 mm diameter. In Manhole 02 for each+02 Extra	nos	3.00	922.40	2,767.20
34	1.3.3	Wiring for light point/ fan point/ exhaust fan point/ call bell point with 1.5 sq.mm FRLS/HFFR PVC insulated copper conductor single core cable in surface/ recessed steel conduit, with modular switch, modular plate, suitable GI box and earthing the point with 1.5 sq.mm FRLS/HFFR PVC insulated copper conductor single core cable etc. as required.				
		Group-C	point	6.00	2,101.00	12,606.00
35		Supplying and fixing 5 A to 32 A rating, 240/415 V, 10 kA, "C" curve, miniature circuit breaker suitable for inductive load of following poles in the existing MCB DB complete with connections, testing and commissioning etc. as required, Single pole	each	1.00	285.00	285.00
36	1.50	Installation, Testing and Commissioning of exhaust fan in the existing opening, including making good the dam age, connection, testing, commissioning etc. as required.				
	1.50.1	Upto 450 mm sweep	each	1.00	556.00	556.00
	1.51	Extra for fixing the louvers/ shutters complete with frame for a exhaust fan of all sizes.	each	1.00	260.00	260.00
37	19.19	Providing and fixing in position pre-cast R.C.C. manhole cover and frame of required shape and approved quality 19.19.1.2 Square shape 450 mm internal dimensions	each	4.00	1,155.45	4,621.80
38	16.68	Providing and laying 60 mm thick factory made cement concrete interlocking paver block of M -30 grade made by block making machine with strong vibratory compaction, of approved size, design & shape, laid in required colour and pattern over and including 50 mm thick compacted bed of coarse sand, filling the joints with line sand etc. all complete as per the direction of Engineer-in-charge	sqm	350.00	972.00	3,40,200.00
						63,54,196.27
		ELECTROMECHANICAL				
39	NS	SITC of 1 Nos Stainless Steel 304 Grade Corse/medium type Bar screen, clear spacing 8 mm, Bar size 25X5 mm, Size of screen 600mm x 600mm with suitable garbage lifting arrangement.	No	1.00	50,000.00	50,000.00
40	42.11.2	Supplying Installation Testing Commissioning of following Field Devices including connection etc. High/Low Level Switch for Tank Level Monitoring.	Nos	3.00	7,904.00	23,712.00
						23,712.00
41	NS	SITC of submersible Effluent handling type pump for raw Effluent transfer from equalization tank to aeration tank. The pump shall have complete CI construction, TEFC induction motor including pressure gauge, lifting arrangement for the pump, all necessary piping, valves, level controller, probes, cable etc. and other accessories as required Solid handling shall be 20-50 mm.				

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DSR23		Item description	Unit	Qty	Rate	Amount
		Capacity : 1.35 M3/hr, Discharge Head 10-12 M head each (raw Effluent transfer from equalization tank to Primary tube settler)	No	4.00	40,048.00	1,60,191.98
42	NS	Supply, Installation, Testing and Commissioning of Self priming centrifugal Sludge disposal/Recirculation pump for sludge transfer to MBBR tank/sludge dry beds. The pumps shall have CI casing, CI impeller & SS shaft, TEFC induction motor including pressure gauge, lifting arrangement for the pump, all necessary piping, valves, level controller, probes, cable etc. and other accessories as required.				
		Capacity : 2.5 M3/hr, Discharge Head 6-8 M head each (Sludge transfer from Secondary tube settler to sludge drying beds/MBBR tank)	No	4.00	26,043.00	1,04,172.02
		Air dispersion system				
43.0	NS	SITC of Twin Lobe Air Blowers driven through "V" belt or directly coupled through flexible coupling to a TEFC motor of suitable HP suitable for $415 \pm 10\%$ volts, 3 phase, 50 cycles				
		Capacity : as required full capacity, 42 m3/hr, 5000 MMWG	No	2.00	1,65,209.00	3,30,418.00
44.0	NS	Non clog type air dispersion system capable of handling 3-5 cfm of air with oxygen transfer efficiency of 3-4% per/meter water depth. Fine air bubble jet diffuser with EPDM seat minimum number of diffusers to be provided as per manufacturer	Set	1.00	1,25,000.00	1,25,000.00
		Filter feed pump				
45		SITC of Horizontal centrifugal pumps for filtration. The pumps shall be made of CI casing, CI Impeller, SS shaft & sleeve; Mechanical Seal are connected to a TEFC induction motor mounted on a common channel base frame with coupling guard, pressure gauge with GM isolation cock, suitable vibration eliminator pads of approved design. Motor to be suitable for 400/440 V, 3 Phase, 50 cycles AC power supply, including all necessary piping, valves and other accessories and concrete foundation complete as required.				
	NS	Capacity 1.5 M3/Hr. 25-30M head	No	4.00	21,087.00	84,347.98
		PRESSURE SAND FILTER				
46	NS	SITC of vertical self supporting Dual Media Filter (DMF) fabricated from MSEP as per IS : 2825, ASMI code, Shell thickness minimum 5mm and Dish thickness minimum 6 mm complete with pressure gauges at inlet & outlet, sample cock, 5 Valve Battery, face piping with valves and all accessories, with initial charge of filter media for Dual media filter with multi grade quartz sand & anthracite, lining inside with Epoxy Paint testing and commissioning complete.	No	2.00	71,104.00	1,42,207.99
		Capacity : 1.5 M3/hr				
		Filtration rate : 13-15 M3/M2/hr				
		Max. operating pressure : 3.5 kg/cm2				
		Test pressure : 5.5 Kg/Sq.cm				
		ACTIVATED CARBON FILTER				


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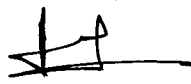
Sign of Contractor

DSR23		Item description	Unit	Qty	Rate	Amount
47	NS	SITC of vertical self supporting Activated Carbon Filter (ACF) fabricated from MSEP as per IS : 2825, ASMI code, Shell thickness minimum 5mm and Dish thickness minimum 6 mm complete with pressure gauges at inlet & outlet, sample cock, 5 Valve Battery, face piping with valves and all accessories, with initial charge of filter media for Activated Carbon filter with lining inside with Epoxy Paint testing and commissioning complete. Capacity : 1.5 M3/hr Filtration rate : 13-15 M3/M2/hr Max. operating pressure : 3.5 kg/cm2 Test pressure : 5.5 Kg/Sq.cm	No	1.00	75,413.00	75,413.00
48	18.10	Providing and fixing G.I. pipes complete with G.I. fittings and clamps, including cutting and making good the walls etc. Internal work - Exposed on wall For all exposed air and liquid piping				
	18.10.3	25 mm dia	mtr	78.00	551.70	43,032.60
	18.10.5	40 mm dia	mtr	24.00	811.90	19,485.60
49	18.12	Providing and fixing G.I. pipes complete with G.I. fittings including trenching and refilling etc. External Work				
	18.12.3	25 mm dia	mtr	200.00	467.75	93,550.00
		BIO MEDIA				
		FAB MEDIA				
50	NS	Supply, installation, testing and commissioning of FAB media. The media shall be enough for proper functioning of ETP. (FAB System to be in two reactors) Tube Deck media	cum	3.86	22,500.00	86,850.00
51	NS	Supply, installation, testing and commissioning of PVC tube deck settling media to be installed in Tube Settler Tank along with retainer plates and suitable sludge removal arrangement either by pumps or any other suitable arrangement. Capacities, length, width, depth, of the media shall be enough for proper functioning of ETP.	cum	1.41	18,300.00	25,803.00
		CHEMICAL DOSING STATION				
52	DJB 2.113.2	2 No (1w+1s) Chemical Dosing Systems (0-4.lph) with 100 ltr Dosing Tanks x 03 Set	set	3.00	13,750.00	41,250.00
53	DJB 15.3.1	Supply, installing, testing & commissioning of Electromagnetic flow meter at inlet and outlet	each	2.00	2,53,708.00	5,07,416.00
54	NS	Approval from pollution board for construction and operation etc complete, as required including arranging raw sewage for testing and commissioning (Contractor shall include the cost of all chemicals consumed during testing & commissioning and the cost of such items of works which are not explicitly mentioned above but are mandatory to have pollution board approval. Govt. fee shall be deposited by department	lot	1.00	2,00,000.00	2,00,000.00
		ELECTRICAL PANEL				
55	NS	SITC of made with 14 gauge HR sheet, Electrical system including Electrical Panel for all the above including all switchgear, cables, control wiring, multi function multimeters etc., also including the complete automation of the plant with level controllers and sensors in the tanks, control wiring, complete in all respects as required as per IS specifications.	No	1.00	2,54,351.00	2,54,351.00
		ELECTRICAL CABLING				

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DSR23	Item description	Unit	Qty	Rate	Amount
	STIO of Aluminium Armoured,				
56	4.1	Supplying and installation following size of perforated painted with powder coating M.S. cable trays with perforation not more than 17.5%, in convenient sections, joined with connectors, suspended from the ceiling with two numbers MS/GI Suspenders i/c base of suitable size MS/GI angle, bolts & nuts, painting suspenders, fastener etc as required.			
	4.1.1	100 mm width X 50 mm depth X 1.6 mm thickness	mm	20.00	623.00
	4.1.2	150-mm width X 50 mm depth X 1.6 mm thickness	mm	40.00	686.00
57	5.7	Supplying and laying 6 SWG G.I. wire at 0.50 Meter below ground level for conductor earth electrode, including connection/ termination with GI thimble etc. as required.			
			mm	82.00	62.00
58	5.2.	Earthing with G.I. earth pipe 4.5 Meter long, 40 mm dia including accessories, and providing masonry enclosure with cover plate having locking arrangement and watering pipe etc. with charcoal/ coke and salt as required.			
			set	2.00	7,658.00
		Contractor shall include all electrical and mechanical items as required to operate the system automatically and also include in his rates any other components/ tanks/ equipment etc. required to complete the job as required. Only main power supply shall be provided through other agencies.			


 Sign of DC(Ey.)

Sign of Control

Signature Not Verified

Digitally signed by Vikram Singh Bisht
 Date: 2026.04.24 17:23:24 IST
 Location: eProcure-EPROC