

Name of Work: Work services for Certain Infrastructure for MLH upgrade at AFS, Hindan Ghaziabad dg 2019-20. (SH: Providing comprehensive consultancy complete Architectural, Structural Design and all related Electrical and mechanical works).  
NIT No:- 156/EE/GCD/2019-20

## INDEX

**Name of work: - Work services for Certain Infrastructure for MLH upgrade at AFS, Hindan Ghaziabad dg 2019-20. (SH: Providing comprehensive consultancy complete Architectural, Structural Design and all related Electrical and mechanical works).**

<b>S. No.</b>	<b>Description</b>	<b>Page No.</b>
1.	Index	1
2.	Press Notice ( E- Tendering)	2
3.	INFORMATION AND INSTRUCTIONS FOR CONTRACTORS FOR e- TENDERING FORMING PART OF NIT AND TO BE POSTED ON WEBSITE	3-4
4.	INFORMATION AND INSTRUCTIONS FOR BIDDERS FOR e- TENDERING FORMING PART OF BID DOCUMENT AND TO BE POSTED ON WEBSITE	5-6
5.	Format For Receipt Of Deposition Of Original EMD	7
6.	CPWD-6 FOR e-Tendering	8-13
7.	Percentage Rate Tender & Contract for Works (Form CPWD-7)	14-16
8.	Schedule A to F	17-24
9.	GENERAL CONDITIONS	25-36
10.	ADDITIONAL CONDITION	37-44
11.	SPECIMEN OF WORKERS IDENTITY CARD	45
12.	GUARANTEE TO BE EXECUTED BY THE CONTRACTORS(Annexure-I to IV)	46-51
13.	Amendment in GCC-2014	52-113
14.	SCHEDULE OF QUANTITY	114

**Certified that this NIT contains Page 1 to 114 (Including this page).**

**NIT approved for Rs. 3,50,328/-(Rupees: Three Lakh Fifty Thousand Three Hundred Twenty Eight Only).**

Senior Draughtsman  
Ghaziabad Division,  
C.P.W.D., Air Force Station, Hindan  
Ghaziabad.

Executive Engineer,  
Ghaziabad Division,  
C.P.W.D., Air Force Station, Hindan  
Ghaziabad.

Name of Work: Work services for Certain Infrastructure for MLH upgrade at AFS, Hindan Ghaziabad dg 2019-20. (SH: Providing comprehensive consultancy complete Architectural, Structural Design and all related Electrical and mechanical works).  
NIT No:- 156/EE/GCD/2019-20

## **PRESS NOTICE (E-TENDERING)**

**The Executive Engineer, Ghaziabad Division, CPWD, Ghaziabad** invites on behalf of the President of India, on line **Percentage Rate Tender** from **Specialized Agencies** for the following work:

NIT No:- : **156/EE/GCD/2019-20**  
Name of work : **Work services for Certain Infrastructure for MLH upgrade at AFS, Hindan Ghaziabad dg 2019-20. (SH: Providing comprehensive consultancy complete Architectural, Structural Design and all related Electrical and mechanical works).**

Estimated Cost : **Rs. 3,50,328/-**

Earnest Money : **Rs 7,007/-**

Period of Completion : **01 (One) Month**, Last date and time of submission of bid up to 11:00 AM on 11.02.2020

**The bid forms and other details can be obtained from the website**  
[www.tenderwizard.com/CPWD](http://www.tenderwizard.com/CPWD) The Press Notice is also available on (URL <http://eprocure.gov.in>).

---

Senior Draughtsman  
Ghaziabad Division,  
C.P.W.D., Air Force Station, Hindan  
Ghaziabad.

Executive Engineer,  
Ghaziabad Division,  
C.P.W.D., Air Force Station, Hindan  
Ghaziabad.

### Annexure -20A.13

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

1. Information and instructions for Contractors will form part of NIT and to be uploaded on ITI website.
2. The intending bidder must have class-III digital signature to submit the bid.
3. The Contractor can deposit **original EMD either in the office of Executive Engineer GD, CPWD, Ghaziabad or division office of any Executive Engineer, CPWD within the period of submission.** The contractor shall obtain the receipt of EMD form the concern Executive Engineer (**including NIT issuing EE/AE**) in the prescribed format uploaded by EE, GCD, CPWD, Hindan Ghaziabad. The bid document as uploaded can be viewed and downloaded free of cost by anyone including intending bidder. But the bid can only be submitted after uploading the mandatory scanned documents such as Demand Drafts/Pay Order or Banker's cheque/Bank guarantee of any scheduled Bank towards EMD in favor of EE, GCD, CPWD, Hindan Ghaziabad, copy of receipt of original EMD and other documents specified in the press notice.

Earnest Money can be paid in the form of Treasury Challan or Demand Draft or Pay order or Banker's Cheque or Deposit at Call Receipt or Fixed Deposit Receipt (drawn in favour of Executive Engineer , GCD, CPWD, Ghaziabad along with bank guarantee of any scheduled bank wherever applicable shall be scanned and uploaded to e-Tendering website within the period of bid submission. **The original EMD should be deposited either in the office of Executive Engineer GCD, CPWD, Ghaziabad or division office of any Executive Engineer, CPWD within the period of submission. The EMD receiving Executive engineer shall issue a receipt of deposition of earnest money deposit to the bidder in a prescribed format uploaded by EE, GD, CPWD, Hindan, Ghaziabad.**

**This receipt shall also be uploaded to the e-tendering website by the intending bidder upto specified date and time.**

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 scheduled bank having validity for six months or more from the last date of receipt of bid which is to be scanned and uploaded by the intending bidders.

4. Information and instructions for Contractors for e-tendering inviting **open bids** is enclosed as **Annexure - 20A.13.1.**
5. 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.
6. 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.

Name of Work: Work services for Certain Infrastructure for MLH upgrade at AFS, Hindan Ghaziabad dg 2019-20. (SH: Providing comprehensive consultancy complete Architectural, Structural Design and all related Electrical and mechanical works).

NIT No:- 156/EE/GCD/2019-20

7. On opening date, the contractor can login and see the bid opening process. After opening of bids he will receive the competitor bid sheets.
8. Contractor can upload documents in the form of JPG format and PDF format.
9. It is mandatory to fill details / upload scanned copies of all the documents **such as Goods and Services Tax registration as stipulated in the bid document including the copy of receipt for deposition of original EMD**. If such document is not uploaded his bid will become invalid.
10. If the contractor is found ineligible after opening of bids, his bid shall become invalid e-tendering processing fee shall not be refunded.
11. If any discrepancy is noticed between the documents as uploaded at the time of submission of bid and hard copies as submitted physically by the lowest bidder the bid shall become invalid and e-tendering processing fee shall not be refunded.
12. Contractor must ensure to quote rate of each item. The column meant for quoting rate in figures appears in pink colour and the moment rate is entered, it turns sky blue.

In addition to this, while selecting any of the cells a warning appears that if any cell is left blank the same shall be treated as "0".

Therefore, if any cell is left blank and no rate is quoted by the bidder, rate of such item shall be treated as "0" (ZERO).

If a tenderer quotes nil rates against each item in item rate tender or does not quote any percentage above/below on the total amount of the tender or any section/sub head in Percentage Rate tender, the tender shall be treated as invalid and will not be considered as lowest tenderer.

13. **SC/ST** contractors enlisted under class V category are exempted from processing fee payable to **ITI**.

Name of Work: Work services for Certain Infrastructure for MLH upgrade at AFS, Hindan Ghaziabad dg 2019-20. (SH: Providing comprehensive consultancy complete Architectural, Structural Design and all related Electrical and mechanical works).  
NIT No:- 156/EE/GCD/2019-20

**ANNEXURE 20A.13.1**

(Amended as per DG/MAN/312 Dated 04-07-2014)

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

The Executive Engineer, Ghaziabad Division, CPWD, Ghaziabad invites on behalf of the President of India, on line **Percentage Rate Tender** from **Specialized Agencies** for the following work:

S.No.	NIT No.	Name of work & Location	Estimated Cost put to tender	Earnest Money	Period of Completion	Last date and time of submission of bid, original EMD, copy of receipt for deposition of original EMD and other documents as specified in the press notice.	Time & date of opening of tender
1	2	3	4	5	6	7	8
1	156/EE/GCD/2019-20	Work services for Certain Infrastructure for MLH upgrade at AFS, Hindan Ghaziabad dg 2019-20. (SH: Providing comprehensive consultancy complete Architectural, Structural Design and all related Electrical and mechanical works).	Rs 3,50,328/-	Rs. 7,007/-	01 Month	Up to 11:00 AM On 11.02.2020	At 11.30 AM On 11.02.2020

Tender will be issued to those contractors who have successfully completed similar works during **last seven years ending previous day of last date of submission of bid.**

(i) Three similar works each of value not less than 40% of the estimated cost put to tender i.e. **Rs 1,40,000/--**

Or

(ii) Two similar work each of value not less than 60% of the estimate cost put to tender i.e.

**Rs 2,10,000/- .**

Or

(iii) One similar work of value not less than 80% of the estimate cost put to tender i.e. **Rs 2,80,000/.**

Addition: NIL Correction: NIL  
Overwriting: NIL Deletion: NIL

AE

EE

Name of Work: Work services for Certain Infrastructure for MLH upgrade at AFS, Hindan Ghaziabad dg 2019-20. (SH: Providing comprehensive consultancy complete Architectural, Structural Design and all related Electrical and mechanical works).

NIT No:- 156/EE/GCD/2019-20

Definition of Similar work:-

**Similar work means “Work of Structural Design” in Central Govt./Central autonomous Body/Central Public Undertaking/State Govt. Departments.**

1. The intending bidder must read the terms and conditions of CPWD-6 carefully. He should only submit his bid if he considers himself eligible and he is in possession of all the documents required.
2. Information and Instructions for bidders posted on website shall form part of bid document.
3. 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.tenderwizard.com/CPWD](http://www.tenderwizard.com/CPWD) or (URL <http://eprocure.gov.in>) free of cost.
4. But the bid can only be submitted **after depositing original EMD either in the office of Executive Engineer, GCD, Hindan, Ghaziabad or division office of any Executive Engineer, CPWD within the period of bid submission** and uploading the mandatory scanned documents such as Demand Draft or Pay order or Banker`s Cheque or Deposit at call Receipt or Fixed Deposit receipts and Bank Guarantee of any Scheduled Bank towards EMD in favour of the Executive Engineer, Ghaziabad Central Division, CPWD, Ghaziabad **as mentioned in NIT receipt for deposition of original EMD to division office of any Executive Engineer (including NIT issuing EE/AE) CPWD** and other documents as specified.
5. Those contractors not registered on the website mentioned above, are required to get registered beforehand. If needed they can be imparted training on online bidding process as per details available on the website.
6. The intending bidder must have valid class-III digital signature to submit the bid.
7. On opening date, the contractor can login and see the bid opening process. After opening of bids he will receive the competitor bid sheets.
8. Contractor can upload documents in the form of JPG format and PDF format.
9. Contractor must ensure to quote rate of each item. The column meant for quoting rate in figures appears in pink colour and the moment rate is entered, it turns sky blue. In addition to this, while selecting any of the cells a warning appears that if any cell is left blank the same shall be treated as “0”. Therefore, if any cell is left blank and no rate is quoted by the bidder, rate of such item shall be treated as “0” (ZERO). If a tenderer quotes nil rates against each item in item rate tender or does not quote any percentage above/below on the total amount of the tender or any section/sub head in Percentage Rate tender, the tender shall be treated as invalid and will not be considered as lowest tenderer.
10. SC/ST contractors enlisted under class V category are exempted from processing fee payable to ITI.
11. **List of documents to be scanned and uploaded within the period of bid submission.**
  - i. Treasury Challan / Demand Draft / Pay order or Banker`s Cheque / Deposit at Call Receipt/FDR/ Bank Guarantee of any Scheduled Bank against EMD.
  - ii. **Copy of receipt for deposition of original EMD issued from division office of any Executive Engineer, (including NIT issuing EE/AE) CPWD.**
  - iii. Certificate of Work Experience (required).
  - iv. Certificate of Registration for Goods and Services Tax (GST).
  - v. Copy of bidder Pan Card.

**(Note: 1: The Contractor/Agency participating in the bid shall ensure the uploading of above mandatory documents in eligibility documents/additional documents portal so that the same can be free viewed & examined before opening the part of their financial bid).**

Name of Work: Work services for Certain Infrastructure for MLH upgrade at AFS, Hindan Ghaziabad dg 2019-20. (SH: Providing comprehensive consultancy complete Architectural, Structural Design and all related Electrical and mechanical works).  
NIT No:- 156/EE/GCD/2019-20

ANNEXURE - 20A.14

**FORMAT FOR RECEIPT OF DEPOSITION OF ORIGINAL EMD**

<p><b><u>Receipt of deposition of original EMD</u></b></p> <p>(Receipt No...../date.....)</p>	
<p>1. Name of work: <b>Work services for Certain Infrastructure for MLH upgrade at AFS, Hindan Ghaziabad dg 2019-20. (SH: Providing comprehensive consultancy complete Architectural, Structural Design and all related Electrical and mechanical works).</b></p> <p>2. NIT No: <b>156/EE/GCD/2019-20</b></p> <p>3. Estimated Cost: <b>3,50,328/-</b></p> <p>4. Amount of Earnest Money Deposit: <b>7,007/-</b></p> <p>5. Last date of submission of bid : 11.02.2020</p>	
<p>1. Name of contractor: .....# .....#</p> <p>2. Form of EMD: .....# .....#</p> <p>3. Amount of Earnest Money deposit: .....#</p> <p>4. Date of submission of EMD: .....#</p>	
<p>Signature, Name and Designation of EMD receiving officer (EE/AE/AAO) alongwith office stamp</p>	
<p><i>(# to be filled by EMD receiving EE)</i></p>	

## CPWD-6 FOR e-tendering

1. **Online Percentage Rate tenders** are invited on behalf of President of India from Specialized Agencies for the work of “**Work services for Certain Infrastructure for MLH upgrade at AFS, Hindan Ghaziabad dg 2019-20. (SH: Providing comprehensive consultancy complete Architectural, Structural Design and all related Electrical and mechanical works).**”

Tender will be issued to those contractors who have successfully completed similar works during **last seven years ending previous day of last date of submission of bid.**

(i) Three similar works each of value not less than 40% of the estimated cost put to tender i.e. **Rs 1,40,000/--**

Or

(ii) Two similar work each of value not less than 60% of the estimate cost put to tender i.e.

**Rs 2,10,000/- .**

Or

(iii) One similar work of value not less than 80% of the estimate cost put to tender i.e.

**Rs 2,80,000/.**

Definition of Similar work:-

**Similar work means “Work of Structural Design”** in Central Govt./Central autonomous Body/Central Public Undertaking/State Govt. Departments.

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

- 1.1 The work is estimated to cost **Rs 3,50,328/-** This estimate, however, is given merely as a rough guide.
2. Agreement shall be drawn with the successful bidders on prescribed **Form No. CPWD 7** (or other Standard Form as mentioned) which is available as a Govt. of India Publication and also available on website [www.cpwd.gov](http://www.cpwd.gov). in. Bidders shall quote his rates as per various terms and conditions of the said form which will form part of the agreement.
3. The time allowed for carrying out the work will be **01 Month** from the date of start as defined in schedule ‘F’ or from the first date of handing over of the site, whichever is later, in accordance with the phasing, if any, indicated in the bid documents.
4. (i) The site for the work will be available in parts as specified below:-  
OR  
(ii) The architectural and structural drawings for the work is available  
OR  
The architectural and structural drawings shall be made available in phased manner, as per requirement of the same as per approved programme of completion submitted by the contractor after award of work.
5. The bid document consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be



Name of Work: Work services for Certain Infrastructure for MLH upgrade at AFS, Hindan Ghaziabad dg 2019-20. (SH: Providing comprehensive consultancy complete Architectural, Structural Design and all related Electrical and mechanical works).

NIT No:- 156/EE/GCD/2019-20

complied with and other necessary documents except Standard General Conditions of Contract Form can be seen on **website [www.tenderwizard.com/CPWD](http://www.tenderwizard.com/CPWD) or [www.cpwd.gov.in](http://www.cpwd.gov.in)** in free of cost.

6. After submission of the bid the contractor can re-submit revised bid any number of times but before last time and date of submission of bid as notified.
7. While submitting the revised bid, contractor can revise the rate of one or more item(s) any number of times (he need not re-enter rate of all the items) but before last time and date of submission of bid as notified.
8. When bids are invited in three stage system and if it is desired to submit revised financial bid then it shall be mandatory to submit revised financial bid. If not submitted then the bid submitted earlier shall become invalid.
9. Earnest Money in the form of Treasury Challan or Demand Draft or Pay order or Banker's Cheque or Deposit at Call Receipt or Fixed Deposit Receipt (drawn in favour of Executive Engineer , GCD, CPWD, Ghaziabad shall be scanned and uploaded to the e-tendering website with the period of bid submission. The original EMD should be deposited either in the office of Executive Engineer, GCD, CPWD Hindan, Ghaziabad or division office of any Executive Engineer, CPWD within the period of bid submission. The EMD receiving Executive Engineer (including NIT issuing EE/AE) shall issue a receipt of deposition of earnest money deposit to the bidder in a prescribed format (enclosed) uploaded by Executive Engineer, Ghaziabad Central Division, CPWD in the NIT.

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 lakh, whichever is less, shall have to be deposited in shape prescribed above and balance may be deposited in shape of Bank Guarantee of any scheduled bank having validity for six months or more from the last date of receipt of bids which is to be scanned and uploaded by the intending bidder.

Copy of enlistment order and certificate of work experience and other documents as specified in the press notice shall be scanned and uploaded to the e-tendering website within the period of bid submission. However, certified copy of all the scanned and uploaded documents as specified in press notice shall have to be submitted by the lowest bidder only with physical EMD of the scanned copy of EMD uploaded with in a week physically in the office of tendering opening authority. Online bid documents submitted by intending bidders shall be opened only of those bidders, whose original EMD deposited with any division of CPWD and other documents scanned and uploaded are found in order.

- 9A. The Contractors registered prior to 01.04.2015 on e-tendering portal of CPWD shall have to deposit tender processing fee at existing rates, or they have option to switch over to the new registration system without tender processing fee any time.

The bid submitted shall be opened at **11:30 AM on 11.02.2020**

10. The bid submitted shall become invalid and e tender processing fee shall not be refunded if:
  - (i) The bidders is found ineligible.
  - (ii) The bidder does not upload scanned copies of all the documents stipulated in the bid document.

Addition: NIL      Correction: NIL  
Overwriting: NIL      Deletion: NIL

AE

EE

Name of Work: Work services for Certain Infrastructure for MLH upgrade at AFS, Hindan Ghaziabad dg 2019-20. (SH: Providing comprehensive consultancy complete Architectural, Structural Design and all related Electrical and mechanical works).

NIT No:- 156/EE/GCD/2019-20

- (iii) If any discrepancy is noticed between the documents as uploaded at the time of submission of bid and hard copies as submitted physically by the lowest bidder in the office of bid opening authority.
- (v) If a tenderer quotes nil rates against each item in item rate tender or does not quote any percentage above/below on the total amount of the tender or any section/sub head in Percentage Rate tender, the tender shall be treated as invalid and will not be considered as lowest tenderer.

**11.** The contractor whose bid is accepted will be required to furnish performance guarantee of 5% (Five Percent) of the bid amount within the period specified in Schedule F. This guarantee shall be in the form of cash (in case guarantee amount is less than Rs. 10,000/-) or Deposit at Call receipt of any scheduled bank/Banker's cheque of any scheduled bank/Demand Draft of any scheduled bank/Pay order of any Scheduled Bank of any scheduled bank (in case guarantee amount is less than Rs. 1,00,000/-) or Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the prescribed form. 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 receiving 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 funds 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.

**12. The description of the work is as follows:**

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

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

Name of Work: Work services for Certain Infrastructure for MLH upgrade at AFS, Hindan Ghaziabad dg 2019-20. (SH: Providing comprehensive consultancy complete Architectural, Structural Design and all related Electrical and mechanical works).

NIT No:- 156/EE/GCD/2019-20

14. Canvassing whether directly or indirectly, in connection with bidders is strictly prohibited and the bids submitted by the contractors who resort to canvassing will be liable for rejection.
15. The competent authority on behalf of President of India reserves to himself the right of accepting the whole or any part of the bid and the bidders shall be bound to perform the same at the rate quoted.
16. The contractor shall not be permitted to bid for works in the CPWD Circle (Division in case of contractors of Horticulture/Nursery category) responsible for award and execution of contracts, in which his near relative is posted a Divisional Accountant or as an officer in any capacity between the grades of Superintending Engineer and Junior Engineer (both inclusive). He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any gazetted officer in the Central Public Works Department or in the Ministry of Urban Development. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of this Department.
17. No Engineer of Gazetted Rank or other Gazetted Officer employed in Engineering or Administrative duties in an Engineering Department of the Government of India is allowed to work as a contractor for a period of one year after his retirement from Government service, without the prior permission of the Government of India in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of the Government of India as aforesaid before submission of the bid or engagement in the contractor's service.
18. The bid for the works shall remain open for acceptance for a period of Thirty/Seventy Five (30/75) days from the date of opening of bids in case of single bid system/Sixty (60) days from the date of opening of technical bid in case bids are invited on 2 or 3 bid envelop system. (Strike out as the case may be) if any bidder withdraws his bid before the said period or issue of letter of acceptance, whichever is earlier, or makes any modification in the terms and conditions of the bid which are not acceptable to the department, then the government shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid. Further the bidders shall not be allowed to participate in the rebidding process of the work.
19. This notice inviting Bid shall form a part of the contract document. The successful bidders/contractor, on acceptance of his bid by the Accepting Authority shall within 15 days from the stipulated date of start of the work, sign the contract consisting of:-
  - 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 standard CPWD Form as applicable.
20. **For composite bids**

Name of Work: Work services for Certain Infrastructure for MLH upgrade at AFS, Hindan Ghaziabad dg 2019-20. (SH: Providing comprehensive consultancy complete Architectural, Structural Design and all related Electrical and mechanical works).

NIT No:- 156/EE/GCD/2019-20

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

20.1.2 The bid document will include following three components:

Part A : CPWD 6, CPWD 7 including schedule A to F the major component of the work, standard general conditions of Contract for CPWD 2014 as amended/modified upto.....

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

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

20.1.3 The bidders must associate himself, with agencies as per NIT conditions.

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

20.1.5 After acceptance of the bid by competent authority, the EE in charge of major component of the work shall issue letter of award on behalf of the President of India. After the work is awarded, the main contractor will have to enter into one agreement with EE in-charge of major component and has also to sign two or more copies of agreement depending upon number of EE's/DDH in-charge of minor component(s). EE of major component will operate Part A and Part B of the agreement. EE/DDH in-charge of minor component(s) shall operate Part C alongwith Part A of the agreement.

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

20.1.7 Security deposit will be worked out separately for each component corresponding to the estimate cost of the respective component of works.

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

20.1.9 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 relevant specialized component(s)

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.

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

20.1.11 Running payment for the major component shall be made by EE of major discipline to the main contractor, running payment for minor components shall be made by the engineer-in-charge of the discipline of minor component directly to the main contractor.

Name of Work: Work services for Certain Infrastructure for MLH upgrade at AFS, Hindan Ghaziabad dg 2019-20. (SH: Providing comprehensive consultancy complete Architectural, Structural Design and all related Electrical and mechanical works).

NIT No:- 156/EE/GCD/2019-20

20.1.12A. The composite work shall be treated as complete when all the components of the work are complete. The completion certificate of the composite work shall be recorded by engineer-in-charge of major component after record of completion certificate of all other components.

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

Senior Draughtsman  
Ghaziabad Division,  
C.P.W.D., Air Force Station, Hindan  
Ghaziabad.

Executive Engineer,  
Ghaziabad Division,  
C.P.W.D., Air Force Station, Hindan  
Ghaziabad.

Name of Work: Work services for Certain Infrastructure for MLH upgrade at AFS, Hindan Ghaziabad dg 2019-20. (SH: Providing comprehensive consultancy complete Architectural, Structural Design and all related Electrical and mechanical works).  
NIT No:- 156/EE/GCD/2019-20

CPWD- 7

**GOVERNMENT OF INDIA  
CENTRAL PUBLIC WORKS DEPARTMENT**

STATE	U.P.	CIRCLE	Ghaziabad
BRANCH	B & R	DIVISION	Ghaziabad Division
ZONE	ADG (LR)	SUB-DIVISION	AE/II G

**Percentage Rate Tender & Contract for Works**

- (A)** Bid for the work of :- **Work services for Certain Infrastructure for MLH upgrade at AFS, Hindan Ghaziabad dg 2019-20. (SH: Providing comprehensive consultancy complete Architectural, Structural Design and all related Electrical and mechanical works).**
- (B)** To be submitted **online** by **11.00AM** (Time) hours on **11.02.2020** (date) to **Executive Engineer, Ghaziabad Division, CPWD, Ghaziabad.**
- (C)** To be opened **online** in presence of bidders who may be present at **...11.30 AM...** hours on **11.02.2020** in the office of **Executive Engineer, Ghaziabad Division, CPWD, Ghaziabad.**

**T E N D E R**

I/We have read and examined the notice inviting bid, 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 bid document for the work.

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

We agree to keep the bid open for **Fifteen (15) days from the due date of its opening** and not to make any modifications in its terms & conditions.

Name of Work: Work services for Certain Infrastructure for MLH upgrade at AFS, Hindan Ghaziabad dg 2019-20. (SH: Providing comprehensive consultancy complete Architectural, Structural Design and all related Electrical and mechanical works).  
 NIT No:- 156/EE/GCD/2019-20

A sum of **Rs. 7,007/--** is hereby forwarded in Receipt Treasury Challan / Deposit at call Receipt of a Scheduled Bank / fixed Deposit receipt of scheduled Bank/ Demand draft of a scheduled Bank, / Bank guarantee issued by a scheduled bank as earnest money. If I/We fail to 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 bid documents upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered, upto maximum of the percentage mentioned in Schedule 'F' and those in excess of that limit at the rates to be determined in accordance with the provision contained in Clause 12.2 and 12.3 of the bid form.

Further, I/We agree that in case of forfeiture of Earnest Money or both Earnest Money and performance guarantee as aforesaid, I / We shall be debarred for participation in the re-bidding process of the work.

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

Dated .....\*\*

Signature of the Contractor

Postal Address -----\*\*

Telephone No.-----\*\*

Witness:-----\*\*

Address:-----\*\*

Occupation:-----\*\*

FAX -----\*\*

E-MAIL -----\*\*

**\*\* To be filled by Contractor**

Name of Work: Work services for Certain Infrastructure for MLH upgrade at AFS, Hindan Ghaziabad dg 2019-20. (SH: Providing comprehensive consultancy complete Architectural, Structural Design and all related Electrical and mechanical works).  
NIT No:- 156/EE/GCD/2019-20

**ACCEPTANCE**

The above bid (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. \* \_\_\_\_\_ (Rupees \* \_\_\_\_\_ )

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

- (a) -----\*
- (b) -----\*
- (c) -----\*

For & on behalf of the President of India

Signature.....\*

Dated .....\*

Designation.....\*

**-\*- To be filled by E.E.**



Name of Work: Work services for Certain Infrastructure for MLH upgrade at AFS, Hindan Ghaziabad dg 2019-20. (SH: Providing comprehensive consultancy complete Architectural, Structural Design and all related Electrical and mechanical works).  
NIT No:- 156/EE/GCD/2019-20

### SCHEDULES

#### **SCHEDULE 'A'**

Schedule of quantities, enclosed on separate sheet on page no. **114 to 114**

#### **SCHEDULE 'B'**

Schedule of materials to be issued to the contractor:

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

#### **SCHEDULE 'C'**

Tools and plants to be hired to the contractor:

Sl. No.	Description	Hire charges per day	Place of issue
1	2	3	4
----- NIL -----			
<b>(If required, shall be arranged by the contractor)</b>			

#### **SCHEDULE 'D'**

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

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

#### **SCHEDULE 'E'**

Reference to General Conditions of contract: -

**General Conditions of Contract for CPWD works – 2014 (amended with amendments issued up to last date of submission of bid).**

**Name of work:**

**Work services for Certain Infrastructure for MLH upgrade at AFS, Hindan Ghaziabad dg 2019-20. (SH: Providing comprehensive consultancy complete Architectural, Structural Design and all related Electrical and mechanical works).**

Estimated cost of work:-

**Rs 3,50,328/-**

(i) Earnest money:-

**Rs. 7,007/- (To be returned after receipt of P.G).**

(ii) Performance Guarantee:-

**5% of Tender Value.**

(iii) Security deposit :-

**2.5% of the Tender Amount.**

Name of Work: Work services for Certain Infrastructure for MLH upgrade at AFS, Hindan Ghaziabad dg 2019-20. (SH: Providing comprehensive consultancy complete Architectural, Structural Design and all related Electrical and mechanical works).

NIT No:- 156/EE/GCD/2019-20

## **SCHEDULE 'F'**

General Rules & Directions: -

Officer inviting bid:

**Executive Engineer, Ghaziabad Division,  
CPWD, Ghaziabad.**

Maximum percentage for quantity of items of work to be executed beyond which rates are to be determined in accordance with Clauses 12.2 & 12.3

**See below**

### **Definitions:**

2 (v) Engineer-in-Charge

**Executive Engineer, Ghaziabad Division,  
CPWD, Ghaziabad.**

2 (viii) Accepting Authority

**Executive Engineer, Ghaziabad Division,  
CPWD, Ghaziabad.**

2 (x) Percentage on cost of materials and labour to cover all overheads and profits.

**15%**

2 (xi) Standard schedule of Rates

**Delhi Schedule of Rates 2018 with up to date correction slips issued till last date of submission of bid.**

2 (xii) Department

**C.P.W.D.**

9 (ii) Standard CPWD contract form

**CPWD Form 7 as modified and corrected up to last date of submission of bid.**

### **Clause 1**

(i) Time allowed for submission of Performance Guarantee, **programme chart (Time and Progress) and applicable labour licenses, registration with EPFO, ESIC and BOCW Welfare Board or proof of applying thereof** from the date of issue of letter of acceptance.

**07 days**

(ii) Maximum allowable extension beyond the period provided in (i) above.

**03 days with late fee @ 0.1% per day of Performance Guarantee amount**

Name of Work: Work services for Certain Infrastructure for MLH upgrade at AFS, Hindan Ghaziabad dg 2019-20. (SH: Providing comprehensive consultancy complete Architectural, Structural Design and all related Electrical and mechanical works).  
NIT No:- 156/EE/GCD/2019-20

**Clause 2**

Authority for fixing compensation under clause 2. **Superintending Engineer, Ghaziabad Circle, CPWD, C.G.O., Hapur Chungi , Ghaziabad, U.P.**

**Clause 2A**

Whether Clause 2A shall be applicable **No**

**Clause 5**

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

**MILE STONE (S) AS PER TABLE GIVEN BELOW**

**Table of Milestone (s)**  
**FINANCIAL MILE STONE**

Sl. No.	Financial Progress	Time allowed (From date of start)	Amount to be with-held in case of non achievement of milestone.
		NIL	

**Time allowed for execution of work**

**01 (One) Month**

**Authority to decide:**

1. Extension of time
2. Rescheduling of mile stones
3. Shifting of date of start in case of delay in handing over of site.

**Executive Engineer, Ghaziabad Division, CPWD, Ghaziabad.**

**Superintending Engineer, Ghaziabad, CPWD, C.G.O., Hapur Chungi , Ghaziabad, U.P.**

**Superintending Engineer, Ghaziabad, CPWD, C.G.O., Hapur Chungi , Ghaziabad, U.P.**

**Clause 6, 6A**

**Clause applicable – (6 or 6A)**

**6 A**

Addition: NIL Correction: NIL  
Overwriting: NIL Deletion: NIL

AE

EE

### Clause 7

Gross work to be done together with net payment / adjustment of advances for material collected, if any, since the last such payment for being eligible to interim payment. **Rs. 1,75,000/-**

### Clause 7A

**Whether clause 7A shall be applicable** **Yes**

### Clause 10A

List of testing equipments to be provided by the contractor at site lab. :

- i. Balances
  - a. 7 kg to 10 kg capacity, semi self indicating type – accuracy 10gm
  - b. 5 kg capacity, semi self indicating type – accuracy 1gm
  - c. Pan balance – 5 kg capacity
- ii. Sieve as per IS 460 : 1962
  - a. IS sieves – 450mm internal dia of sizes 100mm, 80mm, 63mm, 50mm, 40mm, 25mm, 20mm, 12.5mm, 10mm, 6.3mm, 4.75mm complete with lid and pan.
  - b. IS sieves – 200mm internal dia (brass frame) consisting of sizes 2.36mm, 1.18mm, 600 microns, 425 microns, 300 microns, 212 microns, 150 microns, 90 microns, 75 microns complete with lid and pan.
- iii. Graduated measuring cylinders 200ml capacity.

The contractor shall have the following field testing instruments for checking of quality of work at field by him and by the officers of the department -

- i. Steel tapes – 3 metre / 10 metre
- ii. Vernier Calipers (one number – digital)
- iii. Screw gauge (one number – digital)
- iv. Good quality plum bobs
- v. Sprit levels minimum 30cms long with 3 bubbles for horizontal / vertical level.
- vi. Wire gauge (circular type) disc
- vii. Foot rule
- viii. Long nylon thread
- ix. Magnifying glass
- x. Screw driver 30cms long
- xi. Hammer – 100gms

### Clause 10 – B(ii)

Whether clause 10-B(ii) shall be applicable **No**

**Clause 10C - Component of labour expressed as percent of value of work = 70%**

Name of Work: Work services for Certain Infrastructure for MLH upgrade at AFS, Hindan Ghaziabad dg 2019-20. (SH: Providing comprehensive consultancy complete Architectural, Structural Design and all related Electrical and mechanical works).  
NIT No:- 156/EE/GCD/2019-20

<b>Clause 10 CA</b>	Materials covered under this clause	Nearest material <b>(other than cement, reinforcement bars and structural steel)</b> for which All India Wholesale price index to be followed	Base price of all the materials covered under clause 10CA
		NIL	

1. Cement (OPC)	<b>Rs. 4,531/- MT.( Dec. 2019)</b>
2. Cement (PPC)	<b>Rs. 4,141/- MT.( Dec. 2019)</b>
3. TMT bar (Primary Manufacturer)	<b>Rs. 35,500/- MT.( Dec. 2019)</b>
4. Structural Steel (Primary Manufacturer)	<b>Rs. 37,975/- MT.( Dec. 2019)</b>

**Clause 10CC**

Clause 10CC to be applicable in contracts with stipulated period of completion exceeding the period shown in next column.

**Not Applicable**

Schedule of component of other Materials, Labour, POL etc. for price escalation.

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

Xm

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

Y

Component of POL expressed as percent of total value of work.

Z

**Not Applicable****Clause 11**

Specifications to be followed for execution of work **CPWD Specification for works-2009 Vol I & II with up to date correction slips issued till last date of submission of bid.**

Name of Work: Work services for Certain Infrastructure for MLH upgrade at AFS, Hindan Ghaziabad dg 2019-20. (SH: Providing comprehensive consultancy complete Architectural, Structural Design and all related Electrical and mechanical works).  
NIT No:- 156/EE/GCD/2019-20

### **Clause 12**

#### **TYPE OF WORK**

#### **Original Work**

12.2.& 12.3

Deviation limit beyond which clauses 12.2 & 12.3 shall apply for super structure work.

**30% (Thirty percent)**

12.5 (i) Deviation limit beyond which clause 12.2 and 12.3 shall apply for foundation work(except earth work)

**30% (Thirty percent)**

(ii) Deviation limit beyond which clauses 12.2 & 12.3 shall apply for item in earth work subhead of DSR or related items.

**100% (One Hundred percent).**

### **Clause 16**

Competent Authority for deciding reduced rates.

**Superintending Engineer, Ghaziabad, CPWD, C.G.O.,  
Hapur Chungi, Ghaziabad, U.P.**

### **Clause 18**

List of mandatory machinery tools and plans to be deployed by contractor at site

**No special machinery required (If required shall be arranged by the contractor).**

### **Clause 25**

#### **Constitution of Dispute Redressal Committee:**

Chairman –

**Chief Engineer, Lucknow**

Member –

**SE(Works cum TLQA), O/o ADG (RL), Lucknow**

Member –

**Superintending Engineer (Agra)**

Name of Work: Work services for Certain Infrastructure for MLH upgrade at AFS, Hindan Ghaziabad dg 2019-20. (SH: Providing comprehensive consultancy complete Architectural, Structural Design and all related Electrical and mechanical works).  
NIT No:- 156/EE/GCD/2019-20

**Clause 31/31A**

Water shall be arranged by the Contractor.

**Clause 36(i) "Requirement of Technical Representative (s) and Recovery Rates"**

Sl. No.	Minimum Qualification of Technical Representative	Discipline	Designation (Principal Technical / Technical Representative)	Minimum Experience (years)	Number	Rate at which recovery shall be made from the contractor in the event of not fulfilling provision of clause 36 (i)	
						Figures (in Rs.)	Words
				NIL			

Assistant Engineers retired from Government services that are holding Diploma will be treated at par with Graduate Engineers. Diploma holder with minimum 10 year relevant experience with a reputed construction co. can be treated at par with Graduate Engineers for the purpose of such deployment subject to the condition that such diploma holders should not exceed 50% of requirement of degree engineers.

**Clause 42**

- (i) (a) Schedule/statement for determining theoretical quantity of cement & bitumen on the basis of **Delhi Schedule of Rates 2018** printed by CPWD with upto date correction slips till last date of submission of bid.
- (ii) Variations permissible on theoretical quantities:-
  - a) Cement
    - (i) for works with estimated cost put to bid not more than Rs. 5 lakh 3% plus/minus
    - (ii) for works with estimated cost put to bid more than Rs 5 lakh 2% plus/minus
  - b) Bitumen for all works. 2.5% on plus side only & nil on minus side
  - c) Steel Reinforcement and structural steel sections for each diameter, section and category. 2% plus/minus
  - d) All other materials. Nil

Name of Work: Work services for Certain Infrastructure for MLH upgrade at AFS, Hindan Ghaziabad dg 2019-20. (SH: Providing comprehensive consultancy complete Architectural, Structural Design and all related Electrical and mechanical works).

NIT No:- 156/EE/GCD/2019-20

**RECOVERY RATES FOR QUANTITIES BEYOND PERMISSIBLE VARIATION**

Sl. No	Description of Item	Rates in figures and words at which recovery shall be made from the Contractor.	
		Excess beyond permissible variation	Less use beyond the permissible variation
1	<b>Cement (OPC)</b>	--	<b>Rs. 4,984/- (Rupees Four Thousand Nine Hundred Eighty Four Only) Per MT</b>
2	<b>Cement (PPC)</b>	--	<b>Rs. 4,555/-(Rupees Four Thousand Five Hundred Fifty Five Only) Per MT</b>
3	<b>Reinforcement Bars (TMT) (a) Primary Manufacture</b>	--	<b>Rs. 39,050/- (Rupees Thirty Nine Thousand Fifty Only) Per MT</b>
4	<b>Structural Steel (a) Primary Manufacture</b>	--	<b>Rs. 41,773/- (Rupees Forty One Thousand Seven Hundred Seventy Three Only) Per MT</b>

Senior Draughtsman  
Ghaziabad Division,  
C.P.W.D., Air Force Station, Hindan  
Ghaziabad.

Executive Engineer,  
Ghaziabad Division,  
C.P.W.D., Air Force Station, Hindan  
Ghaziabad.



## GENERAL CONDITIONS

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

A reference made to any Indian Standard Specifications in these documents, shall imply reference to the latest version of that standard, including such revisions/ amendments as issued by the Bureau of Indian Standards upto last date of receipt of bids. The contractor shall keep at his own cost all such publications of relevant Indian Standards applicable to the work at site.

- 4.0** The sample of all the items shall have to be got approved by the contractor from Engineer-in-charge before the supply is commenced.
- 5.0** The contractor shall, if required, furnish the manufacturer’s certificate that the materials supplied satisfy the requirements of the relevant specifications.
- 6.0** All the materials brought to the site by the contractor for use in the work as well as fabricated work shall be subject to the inspection and approval by the Engineer-in-charge. The contractor shall be required as directed by the Engineer-in-charge to get necessary tests carried out on materials and works. The samples of the materials shall be provided free of cost by the contractor. All other incidental expenditure to be incurred for testing of samples e.g. Packaging, sealing, transportation, loading, unloading etc. except testing charges for conducting tests as per specification, shall be borne by the contractor.
- 7.0** In case any material is rejected by the Engineer-in-charge, the same shall be removed from the site within 48 hours, failing which the same shall be got removed by the Engineer-in-charge at risk and cost of contractor.
- 8.0** Royalty, Octoroi, Terminal Tax or any other taxes/charges etc. at prevalent rates shall have to be paid by the contractor himself and the rates quoted by him shall include these duties and nothing extra on this account shall be payable.
- 9.0** The contractor shall take all safety precautions to avoid accidents by exhibiting caution boards, red flags, red lights and by providing necessary barriers barricading at his own

Name of Work: Work services for Certain Infrastructure for MLH upgrade at AFS, Hindan Ghaziabad dg 2019-20. (SH: Providing comprehensive consultancy complete Architectural, Structural Design and all related Electrical and mechanical works).

NIT No:- 156/EE/GCD/2019-20

cost and all other measures required from time to time. The contractor shall be responsible for all damages and accidents due to negligence on his part.

- 10.0** The contractor shall give due notices to Municipality, Police and / or other authorities that may be required under the law/ rules under force and obtain all requisite permissions/ licenses for temporary obstructions/ enclosures and pay all charges which may be leviable on account of his execution of the work under the agreement. Nothing extra shall be payable on this account.
- 11.0** All materials shall be got checked by the Engineer-in-Charge on receipt of the same at site before use.
- 12.0** The contractor shall carry out his work, so as not to interfere with or hinder the progress or completion of the work being performed by other contractor (s) or by the Engineer-in-Charge and shall as far as possible arrange his work and shall place and dispose off the materials being used or removed, so as not to interfere with the operations of other contractors, or he shall arrange his work with that of the others in an acceptable and coordinated manner and shall perform it in proper sequence to the complete satisfaction of Engineer-in-Charge.
- 13.0** The contractor shall give the Engineer-in-charge on the 4<sup>th</sup> day of each month, a progress report of the work done during the previous month. The progress of work will be reviewed periodically by the Engineer-in charge with the contractor and shortfalls, if any, sorted out. The contractor shall thereupon take such action as may be necessary to bring back his work to schedule without any additional cost to the department.
- 14.0** **The contractor shall arrange carrying out of all tests required under the agreement through the laboratory as approved by the Engineer-in-Charge and shall bear all to and for carriage charges in connection therewith. The cost of tests shall be borne by the contractor/department in the manner indicated below: -**
- a) By the contractor, if the results show that the material do not conform to CPWD specifications/ relevant BIS code as the case may be.
- b) By the department, if the results show that the material conforms to CPWD specifications/relevant BIS codes in case the tests are carried out in an independent laboratory/CPWD laboratory and not in the laboratory established at the site by the contractor. All the charges incurred for testing in the site laboratory shall be borne by the contractor only.
- 15.0** The contractor shall prepare an integrated program chart with mile stones of completion of whole work except day to day maintenance. The program chart should include the following: -
- a) Descriptive note explaining sequence of various activities.
- b) Network (PERT/CPM / BAR CHART) in MS Projects or any other approved program by the Engineer-in-charge.
- c) Program for procurement of materials by the contractor.

Name of Work: Work services for Certain Infrastructure for MLH upgrade at AFS, Hindan Ghaziabad dg 2019-20. (SH: Providing comprehensive consultancy complete Architectural, Structural Design and all related Electrical and mechanical works).

NIT No:- 156/EE/GCD/2019-20

- d)** Program of procurement of machinery/ equipments having adequate capacity, commensurate with the quantum of work to be done within the stipulated period, by the contractor.
- e)** If at any time it appears to the Engineer-in-Charge that the actual progress of the work does not conform to the approved program referred above, the contractor shall produce a revised program showing the modifications to the approved program to ensure completion of the work within the stipulated time for completion.
- 16.0** The submission for approval by the Engineer-in-Charge of such program or the furnishing of such particulars shall not relieve the contractor of any or his duties or responsibilities under the contract. This is without prejudice to the right of the Engineer-in-Charge to take action against contractor as per terms and conditions of the agreement
- 17.0** The contractor shall quote his rates considering the specifications; terms & conditions and particular specifications and special conditions etc., and nothing extra shall be payable whatsoever unless otherwise specified.
- 18.0** The contractor shall be responsible for coordinating the activities of all works and essential progress of works as per milestone and laid down program.
- 19.0** The contractor shall be responsible for the watch and ward of the site/ property/ material provided by him against pilferage and breakage during the period of execution and thereafter till the work is physically handed over to the department.
- 20.0** Samples of all building materials, fittings and other materials/ articles required for execution of the work shall be got approved from the Engineer-in-Charge. Materials/ articles manufactured by the Firms of repute as indicated in bid documents and approved by the Engineer-in-Charge shall only be used. Materials/ articles classified, as “First Quality” by the manufacturer shall only be used. All materials and articles brought by the contractor to the site for use shall conform to the samples approved by the Engineer-in-Charge which shall be preserved till the completion of the work.
- 21.0** The contractor shall be required to produce samples of all materials i/c material like sand, stone aggregates & bricks etc. to be arranged and procured by him sufficiently in advance to obtain approval of the Engineer-in-Charge. Subsequently the materials to be used in the actual execution of the work shall be strictly of the same quality of the samples approved. In case of variation in the quality, such materials shall be liable to rejection. The rejected material shall be immediately removed from the site of work by the contractor at his own cost. If the contractor fails to remove the rejected material from the site within 48 hours of their rejection by the Engineer-in-Charge or his authorized representative i.e. AE/ JE the same shall be got removed at the risk and cost of the contractor. No claim financially or otherwise shall be entertained on account of any rejection whatsoever.
- 22.0** The contractor shall ensure quality construction in a planned and time bound manner. Any sub-standard material or work beyond set out tolerance limits shall be summarily rejected by the Engineer-in-Charge.
- 23.0** The contractor shall require to make a sample flat each for up gradation works for approval of Engineer in charge.

Name of Work: Work services for Certain Infrastructure for MLH upgrade at AFS, Hindan Ghaziabad dg 2019-20. (SH: Providing comprehensive consultancy complete Architectural, Structural Design and all related Electrical and mechanical works).

NIT No:- 156/EE/GCD/2019-20

- 24.0** Even ISI marked materials shall be subjected to quality test at the discretion of the Engineer-in-Charge besides testing of other materials as per the specifications described for the item/ material. Whenever ISI marked materials are brought to the site of work; the contractor shall, if required by the Engineer-in-Charge, furnish manufacturer's test certificate to establish that the material procured by the contractor for incorporation in the work satisfy the provisions of IS Codes relevant to the material and/or the work done.
- 25.0** The contractor shall make his own arrangement of water including boring of tube-wells required for execution of work and nothing extra shall be paid for the same. The water used shall conform to the requirements as laid down in IS: 456-2000. The contractor shall obtain necessary permission from Central Ground Water Board of Govt. of India before actually starting the boring work for a tube well. Nothing shall be paid extra on this account.
- 26.0** The day to day receipt and issue accounts of different brands of cement shall be maintained separately in the standard performa by the Junior Engineer/Assistant Engineer-in-charge of the work and which shall be duly signed by the contractor or his authorized representative.
- 27.0** The contractor should maintain the registers for cement, paint, water proofing compound and other materials as required by the Engineer-in-Charge and these should be signed by the contractor or his authorized agent and the representative of the Engineer-in-Charge
- 28.0** The contractor shall make his own arrangements for temporary electric connection, if required and make necessary payment including electric charges for its use direct to the authority concerned. The department will not at all be responsible for making arrangements in these regards. The department will provide all possible assistance by way of reasonable recommendation for obtaining electric connection to the concerned authorities but bears no responsibility for the same. In case local body fails to sanction/provide the electric connection or delays it, the contractor shall make his own arrangement by providing diesel generators of adequate capacity at his own cost.
- 29.0** The contractor shall take all necessary precautions to prevent any nuisance or inconvenience to the owners, tenants or occupants of adjacent properties and to the public in general and to prevent any damage to such properties and any pollution of smoke, noise, streams and water-ways. He shall make good at his cost and to the satisfaction of the Engineer-in-Charge, any damage to roads, paths, cross drainage works or public or private property whatsoever caused thereon by the contractor. All waste or superfluous materials shall be carried away by the contractor without any reservation entirely to the satisfaction of the Engineer-in-Charge.
- 30.0** The rates quoted by the contractor are deemed to be inclusive of site clearance, setting out work, profile, establishment of reference bench mark, spot levels, construction of all safety and protection devices, barriers, preparatory works, working during monsoon, working at all depths, heights and locations etc. unless specified in the schedule of quantities
- 31.0** No inflammable materials including P.O.L. shall generally be allowed to be stored at site. However, reasonable quantity may be permitted for storage subject to the compliance of

Name of Work: Work services for Certain Infrastructure for MLH upgrade at AFS, Hindan Ghaziabad dg 2019-20. (SH: Providing comprehensive consultancy complete Architectural, Structural Design and all related Electrical and mechanical works).

NIT No:- 156/EE/GCD/2019-20

all rules/ instructions issued by the competent authorities and as per the direction of Engineer-in-Charge.

### **32.0 Movement of labour and traffic at site**

**32.1** In the event of any restrictions being imposed by the Security agency, CPWD, Traffic Police or any other authority having jurisdiction in the area on the working or movement of labour /material, the contractor shall strictly follow such restrictions and nothing extra shall be payable to the contractor on this account. The loss of time on this account, if any, shall have to be made up by generating additional resources etc. General Security restrictions are given as under:

- a) The movement of trucks and vehicles shall be regulated in accordance with rules and regulations as approved by competent authority.
- b) The contractor shall inform, in advance, the truck registration numbers, ownerships of the trucks, names and addresses of the drivers for necessary action by the Security agency.
- c) Labour huts /stay of workmen will not be allowed at site.
- d) Names and addresses of labour/ staff etc. working at site shall be furnished for security verification.
- e) The labour / staff should not be changed too frequently once the verification of the character and antecedents is done.
- f) After verification of antecedents of workers, identification badges will be issued to them by the contractor under the seal of the Engineer-in-Charge or his representative. The cost of badges would be borne by the contractor.
- g) As and when there will be security requirements, certain additional restriction (s) can be imposed as per the requirement of the situation.
- h) No claim whatsoever will be entertained by the department on account of any restriction (s) imposed by the security agencies in execution of work including temporary suspension of work due to V V I P movements.
- i) The contractor shall be responsible for behaviour and conduct of his labour. No labour with doubtful integrity or having a bad record shall be engaged by the contractor.

**33.0** The contractor shall have to engage well experienced skilled labour and deploy modern T&P and other equipments to execute the work. Many items like stone masonry & stone cladding work, stone flooring & other specialized flooring work, wood work, aluminium work, separation joints will specifically require engagement of skilled workers having experience particularly in execution of such items.

**34.0** No payment shall be made for any damage caused by rain, snowfall, flood or any other natural calamity, whatsoever during the execution of the work. The contractor shall be fully responsible for any damage to the government property and work for which the payment has been advanced to him under the contract and he shall make good the same at his risk and cost.

### **35.0 Environmental Management Action Plan**

The contractor is required to abide the following instructions of environmental management action plan.

#### **35.1 Pre-construction stage**

**35.1.1** All vehicles, equipment and machinery to be procured for construction will confirm to the relevant Bureau of India Standard (BIS) norms.

**35.1.2** Emission from the vehicles must conform to environmental norms.

**35.1.3** Sprinkling of water can mitigate dust produce from the vehicular movement and other site activities.

#### **36.0 Construction of bins for disposal of waste**

**36.1** The pre-identified dump locations will be a part of solid waste management plan to be prepared by the contractor in consultation with Engineer-in-Charge.

**36.2** Contractor will get approved the location of disposal site prior to commencement of the excavation on any section of the project location.

**36.3** Contractor will ensure that any spoils of material will not be disposed off in any municipality solid waste collection bins.

#### **37.0 Pollution**

##### **37.1 Water Pollution**

**a** The Contractor will take all precautionary measures to prevent the waste water during construction to accumulate anywhere.

**b** The wastewater arising from the project is to be disposed off in the manner that is acceptable to the Engineer-in-charge and conforming to Delhi Pollution Control committee norms.

##### **37.2 Air and Noise Pollution**

**a** Contractor will use dust screens and sprinkle water around the construction site to arrest spreading of dust in the air and surrounding areas.

**b** Contractor will ensure that all vehicles, equipment and machinery used for construction are regularly maintained and confirm that emission levels comply with environmental emission standards/norms.

**c** For controlling the noise from Vehicles, Plants and Equipments, the Contractor will conform the following:

**d** All vehicles and equipment used in construction will be fitted with exhaust silencers.

**e** Servicing of all construction vehicles and machinery will be done regularly and during routine servicing operations, the effectiveness of exhaust silencers will be checked and if found defective will be replaced.

**f** Noise emission from compactors (rollers) front loaders, concrete mixers, cranes (movable), vibrators and saws should be less than 75 db (A).

**g** As per the Standards/Guidelines for control of Noise Pollution from Stationary Diesel Generator (DG) Sets, noise emission in db (A) from DG set (15 – 500 KVA) should be less than  $94+10 \log_{10} (KVA)$ . The standards also suggest construction of acoustic

Name of Work: Work services for Certain Infrastructure for MLH upgrade at AFS, Hindan Ghaziabad dg 2019-20. (SH: Providing comprehensive consultancy complete Architectural, Structural Design and all related Electrical and mechanical works).

NIT No:- 156/EE/GCD/2019-20

enclosure around the DG set and provision of proper exhaust muffler with insertion loss of minimum 25db(A) as mandatory.

### **38.0 Procurement of Construction Materials**

- a** All vehicles delivering construction materials to the site will be covered to avoid spillage of materials and maintain cleanliness of the roads.
- b** Wheel tyres of all vehicles used by of the contractor, or any of his sub-contractor or material suppliers will be cleaned and washed clear of all dust/mud before leaving the project premises
- c** Contractor will arrange for regular water sprinkling at least twice a day (i.e. morning, and evening) for dust suppression of the construction sites and unpaved roads used by his construction vehicles.
- d** The unloading of materials which are required to be approved by the Engineer-in-Charge, at construction site will be restricted to daytime only. For this purpose the information shall be given to the Engineer-in-Charge at least one day in advance.

### **38.1 Personnel Safety Measures for Labour**

- a** This shall be ensured as per the CPWD Safety Code given in “General conditions of contract for CPWD works - 2014”.

### **38.2 Risks from Electrical Equipment**

- a** The contractor will comply the relevant industrial electrical safety legislations.
- b** The Contractor will take adequate precautions to prevent danger from electrical equipment i.e. no material will be so stacked or placed as to cause danger or inconvenience to any person or the public.
- c** All necessary fencing and lights will be provided to protect the public.
- d** All electric machines to be used in the construction will conform to the relevant Indian Standards (IS) codes, will be free from patent defect, will be kept in good working order, will be regularly inspected and properly maintained as per IS provision and to the satisfaction of the Engineer-in-charge.
- e** The contractor will arrange for a first aid kit including an adequate supply of sterilized dressing materials and appliances to meet emergencies. He will also arrange suitable transport to take injured or sick person(s) to the nearest hospital.
- f** The contractor will provide, erect and maintain informatory/safety signs, hoardings written in English and Hindi wherever required or as suggested by the Engineer-in-charge.

### **38.3 Plantation/preservation/conservation measures**

- a** The contractor will take reasonable precaution to prevent his workmen and employees from removing and damaging any flora (plant/vegetation) from th project area.

Name of Work: Work services for Certain Infrastructure for MLH upgrade at AFS, Hindan Ghaziabad dg 2019-20. (SH: Providing comprehensive consultancy complete Architectural, Structural Design and all related Electrical and mechanical works).

NIT No:- 156/EE/GCD/2019-20

**b** All fossils, coins, articles of value of antiquity, structures and other remains or things of geological or archaeological interest discovered on any project location during excavation/construction shall be the property of the Government, and shall be dealt with as per provisions of the relevant legislation. The contractor will take reasonable precaution to prevent his workmen or any other persons from removing and damaging any such article or thing. He will, immediately upon discovery thereof and before removal inform the Engineer-in-charge of such discovery and carry out the official instructions of Engineer-in-charge for dealing with the same, till then all work shall be stopped.

**39.0** The contractor shall use double scaffolding in the work.

**40.0** The contractor shall make at his own cost all necessary arrangements for maintaining water level, in the area where works are under execution low enough so as not to cause any harm to the works or problems in carrying out with the execution and the rates for all items of work shall be considered as inclusive of pumping out or bailing out water, if required, for which no extra payment shall be made. This will include water coming from any source, such as rains, accumulated water, floods, leakages from sewer and water mains, sub-soil water table being high or due to any other cause whatsoever. The contractor shall make necessary provision of pumping, dredging, bailing out water coming from all above sources and excavation and other works shall be kept free of water by providing suitable system approved by Engineer-in-charge.

**41.0 Cement: -**

**41.1** Every delivery of cement shall be accompanied by producer's certificate conforming that the supplied cement confirms to relevant specifications. These certificates shall be endorsed to the engineer in charge for his record.

**41.2** The cement shall be brought at site in bulk supply as decided by the Engineer-in-charge.

**41.3** Cement bags shall be stored in two separate godowns, one for tested cement and the other for fresh cement (under testing) constructed by the contractor at his own cost as per sketch **of General conditions of contract for CPWD works-2014** with weather proof roofs and walls. The size of the cement godown is indicated in the sketch for guidance only. The actual size of godown shall be as per site requirements and as per the direction of the Engineer in charge and nothing extra shall be paid for the same. The decision of the Engineer-in-charge regarding the capacity required/needed will be final. Each godown shall be provided with a single door with two locks. The keys of one lock shall remain with Engineer-in-charge or his authorized representative and that of other lock with the authorized agent of the contractor at the site of work so that the cement is issued from godown according to the daily requirement with the knowledge of both the parties. The account of daily receipt and issue of cement shall be maintained in a register in the prescribed Proforma and signed daily by the contractor or his authorized agent in token of its correctness.

**41.4** Samples of cement arranged by the contractor shall be taken by the Engineer-in charge and got tested in accordance with provisions of relevant BIS codes. In case test results indicate that the cement arranged by the contractor does not conform to the relevant BIS codes, the same shall stand rejected and shall be removed from the site by the



Name of Work: Work services for Certain Infrastructure for MLH upgrade at AFS, Hindan Ghaziabad dg 2019-20. (SH: Providing comprehensive consultancy complete Architectural, Structural Design and all related Electrical and mechanical works).

NIT No:- 156/EE/GCD/2019-20

contractor at his own cost within three days of written order from the Engineer-in-charge to do so.

**41.4.1** The contractor shall supply free of charge the cement required for testing. The cost of tests shall be borne by the contractor/department in the manner indicated below:

- (i) By the contractor if, the results show that the cement does not conform to relevant BIS codes.
- (ii) By the department if the results show that the cement conforms to relevant IS codes.

**41.5** The actual issue and consumption of cement on work shall be regulated and proper accounts maintained as provided in clause 10 of the contract.

**41.6** The theoretical, consumption of cement/bitumen shall be worked out as per procedure prescribed in clause 42 of the contract and shall be governed by conditions laid therein. No payment for excess consumption of cement will be allowed. However, for lesser consumption beyond permissible theoretical variation recovery shall be made in accordance with conditions of contract given in **Schedule A to F of CPWD-7** without prejudice to action for acceptance of work/item at reduced rate or rejection as the case may be.

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

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

## **42.0 Reinforcement**

**42.1** The reinforcement shall conform to relevant BIS Specifications and it should be laid as per CPWD Specifications.

**42.2** The rate of item of reinforcement of RCC work includes all operations including straightening, cutting, bending, welding, binding with annealed steel or welding and placing in position at all the floors with all leads and lift complete as per CPWD Specifications.

**42.3** The contractor shall provide approved type of support for maintaining the bars in position and ensuring required spacing and correct cover of concrete to reinforcement as called for in the drawings, spacer blocks of required shape and size. Chairs and spacer bars shall be used in order to ensure accurate positioning of reinforcement.

**42.4** To ensure proper cover, only factory made round type cover blocks will be used to avoid displacement of bars in any direction.

**42.5** The contractor shall procure thermo mechanically treated (TMT) steel reinforcement bars conforming to BIS 1786-2008 specifications of Fe 500-D grade and CPWD specifications from main producers as SAIL, Tata Steel Ltd., RINL, Jindal Steel & Power LTD. and JSW Steel Ltd. or any other producer as approved by CPWD. The contractor shall have to obtain and furnish test certificate to the Engineer in charge as per the provisions in this regard in relevant BIS codes. In case the test results indicate that the steel arranged by the contractor does not conform to BIS codes, the same shall stand rejected and shall be

Name of Work: Work services for Certain Infrastructure for MLH upgrade at AFS, Hindan Ghaziabad dg 2019-20. (SH: Providing comprehensive consultancy complete Architectural, Structural Design and all related Electrical and mechanical works).

NIT No:- 156/EE/GCD/2019-20

removed from the site of work by the contractor at his own cost within three days of written orders from the Engineer in charge to do so.

- 42.6** The steel reinforcement shall be brought at site as per direction of the Engineer-in-charge.
- 42.7** The steel reinforcement shall be stored by the contractor at site of work in such a way as to prevent distortion and corrosion and nothing extra shall be paid on this account. Bars of different sizes and lengths shall be stored separately to facilitate easy counting and checking.
- 42.8** The contractor shall supply free of cost the required steel bars for testing. The cost of tests shall be borne by the contractor.
- 42.9** The actual issue and consumption of steel on work shall be regulated and proper accounts maintained as provided in clause 10 of the contract. The theoretical consumption of steel shall be worked out as per procedure prescribed in clause 42 of the contract and shall be governed by conditions laid therein.
- 42.9.1** Steel brought to site and remaining unused shall not be removed from site without the written permission of Engineer-in-Charge.
- 42.9.2** Reinforcement including authorized spacer bars and overlaps shall be measured in length of different diameters as actually (not more than as specified in the drawings) used in the work nearest to a centimeter. Wastage and unauthorized overlaps shall not be measured.
- Record of actual sectional weights shall also be kept dia wise and lot wise. The average sectional weight for each diameter shall be arrived at from samples from each lot of steel received at site. The decision of the Engineer in charge shall be final for the procedure to be followed for determining the average sectional weight of each lot. Quantity of each diameter of steel received at site of work each day will constitute one single lot for the purpose. The weight of steel by conversion of length of various sizes of bars based on the actual weighted average sectional weight shall be termed as Derived Actual Weight.
- (a) If the derived weight as in sub-para (iii) above is less than the standard weight as in sub-para (ii) above, than the Derived Actual Weight shall be taken for payment.
- (b) If the derived actual weight is found more than the standard weight, than standard weight as worked out in sub para (ii) above shall be taken for payment nothing shall be paid extra for the difference in Derived Actual Weight and standard weight.
- 42.10** Mixing different types of grade of bars shall not be allowed.
- 42.11** The reinforcing steel brought to site of work shall be stored on brick timber platform of 30 to 40 cm height, nothing extra shall be paid on this account.

### **43.0 Water:**

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

### **44.0 Form Work:**

- 44.1** The work shall be done in general as per CPWD Specifications 2009 Vol-I & II.
- 44.2** Only M.S. centering / shuttering and scaffolding material unless & otherwise specified shall be used for all R.C.C. work to give an even finish of concrete surface. However, marine-ply shuttering in exceptional cases as per site requirement may be used on specific request from contractor to be approved by the Engineer-in-Charge.

Name of Work: Work services for Certain Infrastructure for MLH upgrade at AFS, Hindan Ghaziabad dg 2019-20. (SH: Providing comprehensive consultancy complete Architectural, Structural Design and all related Electrical and mechanical works).

NIT No:- 156/EE/GCD/2019-20

- 44.2.1** Double steel scaffolding having two sets of vertical supports shall be provided for external wall finish, cladding etc. The supports shall be sound and strong, tied together with horizontal pieces over which scaffolding platform shall be fixed.
- 44.2.2** Nothing extra shall be paid for the centering and shuttering, circular in shape whenever the form work is having a mean radius exceeding 6m in plan.
- 44.3** In order to keep the floor finish as per architectural drawings and to provide required thickness of the flooring as per specifications, the top level of RCC surface shall be accordingly adjusted at the time of its centering, shuttering and casting for which nothing extra shall be paid to the contractor.
- 44.4** As per general engineering practice, level of floors in toilet / bath, balconies, shall be kept 12 to 20mm or as required, lower than general floors shuttering should be adjusted accordingly. Nothing extra is payable on this account.
- 44.5** Steel shuttering as approved by the Engineer-in-Charge shall be used by the contractor. Minimum size of shuttering plates shall be 600mm x 900mm except for the case when closing pieces required to complete the shuttering panels.
- 44.6** Dented, broken, cracked, twisted or rusted shuttering plates shall not be allowed to be used on the work.
- 44.7** The shuttering plates shall be cleaned properly with electrically driven sanders to remove any cement slurry or cement mortar or rust. Proper shuttering oil or de-bonding compound shall be applied on the surface of the shuttering plates in the requisite quantity before assembly of steel reinforcement.
- 44.8** For the execution of centering and shuttering, the contractor shall use propriety “Reebole” chemical mould release agent of FOSROC or equivalent as shuttering oil as approved by Engineer-in-charge and nothing extra shall be paid on this account.
- 44.9** Work is mainly related to maintenance work.
- 45.0 Other Conditions:-**
1. The contractor shall not store/dump construction materials or debris on metalled road.
  2. The contractor shall get prior approval from Engineer-in-charge for the area where the construction material or debris can be stored beyond the metalled road. This area shall not cause any obstruction to the free flow of traffic/inconvenience to the pedestrians. It should be ensured by the contractor that no accidents occur on account of such permissible storage.
  3. The contractor shall take appropriate protection measures like raising wind breakers of appropriate height on all sides of the plot/area using CGI sheets or plastic and/or other similar materials to ensure that no construction material dust fly outside the plot area.
  4. The contractor shall ensure that all the trucks or vehicles of any kind which are used for construction purpose/or are carrying construction materials like cement, sand and other allied material are fully covered. The contractor shall take every necessary precautions that the vehicles are properly cleaned and dust free to ensure that enroute their destination, the dust, sand or any other particles are not released in air/contaminate air.
  5. The contractor shall provide mask to every worker working on the contraction site and involved in loading, unloading and carriage of construction material and construction debris to prevent inhalation of dust particles.
  6. The contractor shall provide all medical help, investigation and treatment to the workers involved in the construction of building and carry of construction materials and debris relatable to dust emission.
  7. The contractor shall ensure that C&D waste is transported to the C&D waste site only and due record shall be maintained by the contractor.

Addition: NIL      Correction: NIL  
Overwriting: NIL      Deletion: NIL

AE

EE

Name of Work: Work services for Certain Infrastructure for MLH upgrade at AFS, Hindan Ghaziabad dg 2019-20. (SH: Providing comprehensive consultancy complete Architectural, Structural Design and all related Electrical and mechanical works).

NIT No:- 156/EE/GCD/2019-20

8. The contractor shall compulsory use of wet jet in grinding and stone cutting.
9. The contractor shall comply all the preventive and protective environmental steps as stated in the MoEF guidelines, 2010.
10. The contractor shall carry out on-road - Inspection for black smoke generating machinery. The contractor shall use cleaner fuel.
11. The contractor shall ensure that all DG sets comply emission norms notified by MoEF.
12. The contractor shall use vehicles having pollution under control certificate. The emissions can be reduced by a large extent by reducing the speed of a vehicle to 20 kmph. Speed bumps shall be used to ensure speed reduction. In case where speed reduction cannot effectively reduce fugitive dust, the contractor shall divert traffic to nearby paved areas.
13. The contractor shall ensure that the construction materials is covered by tarpaulin. The contractor shall take all other precaution to ensure that no dust particles are permitted to pollute air quality as a result of such storage.

### ADDITIONAL CONDITIONS

- 1 In case there is any discrepancy between English Version and corresponding Hindi version, if provided, then the provisions in English Version will prevail.
- 2 Wherever any reference to any Indian Standard Specifications/ International standard occurs in the documents relating to this contract, the same shall be inclusive of all amendments issued there-to or revisions thereof, if any, up to the date of receipt of tenders.
- 3 Samples for particular items of work shall be prepared, where so specifically desired by Engineer-in-charge, for prior approval of the Engineer-in-charge, before taking up the same on mass scale and nothing shall be payable on this account.
- 4 Wherever desired by Engineer-in-charge, the contractor shall also construct a sample unit complete in all respect within time specified by the Engineer-in-charge & this sample unit shall be got approved from the Engineer-in-charge before mass construction is taken up. No extra claim, whatsoever beyond the payment due at agreement rates, will be entertained to the contractor on this account.
- 5 The contractor shall take instructions from the Engineer-in-charge for stacking of materials at site. No excavated earth or building materials shall be stacked on areas where the buildings, roads, services or compound walls or any other structure are to be constructed.
- 6 If as per municipal rules, or due to any other restrictions, the huts for labourers are not to be erected at the site of work by the contractors, then the contractors shall provide such accommodation at such locations as are acceptable to local bodies, or contractor shall make his own alternative arrangement for stay of labourers outside the site of work, for which nothing extra shall be payable.
- 7 Unless otherwise specifically provided in the Schedule of quantities, the rates tendered by the contractor shall be all inclusive and shall apply to all heights, lifts, leads and depths of the building and nothing extra quoted rates in agreement shall be payable to him on this account. However, payment for centering, shuttering, if required to be done for floor heights greater than 3.5m, shall be admissible at rates arrived at, in accordance with clause 12 of the agreement, if not already specified otherwise.
- 8 The working drawings appearing at para 8.1(iii) of conditions of contract in the form CPWD-7/8, shall mean to include both architectural and structural drawings respectively. The structural and architectural drawings shall be properly correlated before executing the work. In case of any difference noticed between architectural and structural drawings, final decision, in writing of the Engineer-in-charge shall be obtained by the contractor before proceeding further.
- 9 If ISI marked products are available, the contractor shall use only ISI marked products. In other cases, the materials shall conform to CPWD specifications. In case a materials/product is neither covered by ISI nor by CPWD specification, the work shall be carried out as per sound engineering practice, in such case, the decisions of the Engineer-in-charge shall be final & binding. In such cases Engineer-in-charge shall satisfy himself

Name of Work: Work services for Certain Infrastructure for MLH upgrade at AFS, Hindan Ghaziabad dg 2019-20. (SH: Providing comprehensive consultancy complete Architectural, Structural Design and all related Electrical and mechanical works).

NIT No:- 156/EE/GCD/2019-20

- about the quality of such materials and give his approval in writing. Only articles classified as first quality by the manufacturers shall be used, unless otherwise specified. All materials not bearing ISI mark shall be tested as per relevant ISI specifications. The Engineer-in-charge may relax the condition regarding testing if the quantity of the materials required for the work is small. In all cases of use of ISI marked materials, proper proof of procurement of materials from authentic manufacturers shall be provided by the contractor to the entire satisfaction of Engineer-in-charge.
- 10 Some restrictions may be imposed by the security staff etc. on the working and for movement of labour, materials etc. The contractor shall be bound to follow all such restriction / instructions and nothing extra shall be payable on this account.
  - 11 Other agencies doing works related with this project will also simultaneously execute the work and the contractor shall afford necessary facilities for the same. The contractor shall leave such necessary holes, opening etc., for laying/burying in the work pipes, cables, conduits, clamps, boxes and hooks for fan clamps etc. as may be required for other agencies. Conduits for electrical wiring/cables will be laid in such a way that they leave enough space for concreting and do not adversely affect the structural members. Nothing extra over the agreement rates shall be paid for the same. The contractor shall extend necessary co-operation to other such agencies without any claim on this account.
  - 12 **Cast iron pipes and fittings without ear shall be used. However, pipes and fittings with ears may be accepted without any extra payment. In such cases, clamps are not required and no extra payment shall be made for fixing the pipes in a different manner.**
  - 13 Any cement slurry, required to be added over base surface for bond or for continuation of concreting, its cost shall be deemed to have been included in the respective items, unless specified otherwise and nothing extra shall be payable nor extra cement shall be considered in the cement consumption on this account.
  - 14 Stacking of materials and excavated earth including its disposal shall be done as per the directions of the Engineer-in-Charge. Double handling of materials or excavated earth, if required, shall have to be done by the contractor at his own cost.
  - 15 No claim for idle establishment & labour, machinery & equipments, tools & plants and the like, for any reason whatsoever, shall be admissible during the execution of work as well as after its completion.
  - 16 (a) The building work will be carried out in the manner complying in all respect with the requirements of relevant bylaws of the local body under the jurisdiction of which the work is to be executed or as directed by the Engineer-in-charge and nothing extra will be paid on this account.  
(b) The work of water supply, internal sanitary installations and the drainage work etc may required to be carried out as per local Municipal Corporation or such local body-Bylaws and the contractor in such cases shall produce necessary completion certificate from such authorities after completion of the work.
  - 17 The contractor shall give a performance test of the entire installation(s), as per standing specifications, before the work is finally accepted and nothing extra whatsoever shall be payable to the contractor for the test .

Addition: NIL Correction: NIL  
Overwriting: NIL Deletion: NIL

AE

EE

Name of Work: Work services for Certain Infrastructure for MLH upgrade at AFS, Hindan Ghaziabad dg 2019-20. (SH: Providing comprehensive consultancy complete Architectural, Structural Design and all related Electrical and mechanical works).  
NIT No:- 156/EE/GCD/2019-20

- 18** The work pertaining to the items of internal finishing should be started in consultation and with prior approval of Engineer-in-Charge as soon as the structure of two floors is completed.
- 19** Any damage to work resulting from weathering conditions, defacing or from any other cause such as negligent act on the part of contractor, until the work is taken over by the Department after completion of work, shall be made good by the contractor at his own cost .
- 20** Dismantling of cement concrete floors inside the quarters shall be done with the help of mechanized vibratory hammer, drills etc. The work shall be carried out in such a way that there should be least disturbance to the adjoining allottees and work should be completed within least possible time. The contractor must ensure that there should be no damage to the supporting RCC members.
- 21** **TESTING OF MATERIALS**
- (a) Samples of various materials required for testing shall be provided free of cost by the contractor. Testing charges, if any, shall be borne by the department provided the sample passes the test, otherwise it shall be borne by the contractor. All other expenditures required to be incurred for taking the samples; conveyance, packing etc. shall be borne by the contractor himself. (This supercedes provision of clause 10A of General Conditions of Contract for CPWD works (CPWD-8)
- (b) The contractor shall produce all the materials in advance so that there is sufficient time for testing and approval of the materials and clearance before use in work . The The Engineer in charge shall be at liberty to test representative sample(s) of each item of schedule of quantity in any approved laboratory as decided by him. The sample of testing shall be provided by the contractor free of cost. Any expenditure required to be incurred for taking sample, conveyance and packing shall be borne by the contractor. In case of any sample of particular lot fails in testing the contractor shall be bound to replace the entire lot with fresh material of prescribed specifications. The rejected lot shall be returned to the contractor only after fresh lot is supplied. Testing charge in respect of failed sample will be recovered from the contractor.
- (c) With a view to avoid controversy about quality of cement concrete as revealed in the test results of 7 days cubes falling short of the prescribed standards by over 10% to 20% and pending testing of balance 3 cubes for 28 days as final confirmatory acceptance tests, crushed samples of cement concrete from the failed 7 days cubes should be preserved in a sealed bag .
- (d) In case of concrete and reinforced concrete work, the contractor shall be required to make arrangement for carrying out crushing strength tests at his own cost . He shall render all assistance for the preparation of cubes, safe custody of the same, proper curing and carriage upto the laboratory where the test is to be performed. The cube test can be performed at any laboratory approved by the Engineer-in-charge.
- 22** No labour huts shall be allowed inside the campus of above said work. The contractor shall arrange for the stay of labour outside the campus including transport and nothing extra shall be payable on the account.

Addition: NIL Correction: NIL  
Overwriting: NIL Deletion: NIL

AE

EE

Name of Work: Work services for Certain Infrastructure for MLH upgrade at AFS, Hindan Ghaziabad dg 2019-20. (SH: Providing comprehensive consultancy complete Architectural, Structural Design and all related Electrical and mechanical works).  
NIT No:- 156/EE/GCD/2019-20

- 23 The work is required to be executed in odd hours and the agency shall plan the work to be carried out accordingly.
- 24 There may be some restrictions on free movement of labourers at site and restriction of working hours and the agency shall consider this fact while quoting the rates and executing the work. Photo passes if any required for worker shall be responsibility of the contractor.
- 25 Existing drains, pipes, cables, overheads wires, sewer lines and water lines and similar services encountered in the course of the execution of the work shall be protected against the damage by the contractor at his expenses. The contractor shall not store materials or otherwise occupy any part of the site in a manner likely to hinder the operation of such services.
- 26 Malba received from site shall be removed to designated site (fixed by Engineer in charge) on same day, otherwise it will be removed and a penalty of Rs. 500/- shall be imposed on the contractor for each day of default
- 27 If the material as instructed is not brought to the site within 7 days from the date of start of work, Earnest money shall be forfeited by Engineer in charge or his authorized representative by giving notice through site order book.
- 28 Before dismantling the structure / item the contractor shall bring the entire material required for particular job at site after getting the sample approved from the Engineer in charge.
- 29 The Engineer employed by the contractor must attend the office of AE/JE in charge daily and note any instructions given on site order book.
- 30 For mixing of mortar, M.S. sheet must be used over the brick platform. Mortar should not be mixed on road or floor or on garden. In case mortar / concrete is mixed on floor or on road etc., a recovery of Rs. 1000/- shall be made for each default. Malba should not be dumped over green grass / plants.
- 31 Splashes on the floors, walls, glasses & other places must be removed after completion of work. Glass panes must be cleaned after completion of works. In the event of failure to clean splashes the work of cleaning will be got done at the risk and cost of the agency.
- 32 Due to restriction of driving slow moving vehicle / hand driven rickshaw in NDMC areas, it is required that contractor should not operate the hand driven rickshaw. Contractor has to make his own arrangement of desired transportation & nothing extra shall be payable on this account.
- 33 Before starting the work the contractor shall chalk out a programme in consultation with the Junior Engineer / Assistant Engineer in charge so as to inform the occupants in advance. The contractor shall have to adhere this programme, failing which he shall be held responsible for any inconvenience caused to the occupants. In order to ensure that the work is carried out according to the programme drawn up, the contractor shall ensure adequate supply of the material and employ required labour strength for execution of work. In case contractor fails to arrange / employ adequate labour and stick to the programme, the Engineer in charge may supplement the labour at the risk and cost of the contractor after issue of one day's notice to

Addition: NIL Correction: NIL  
Overwriting: NIL Deletion: NIL

AE

EE



Name of Work: Work services for Certain Infrastructure for MLH upgrade at AFS, Hindan Ghaziabad dg 2019-20. (SH: Providing comprehensive consultancy complete Architectural, Structural Design and all related Electrical and mechanical works).

NIT No:- 156/EE/GCD/2019-20

- the contractor through site order book. No claim for idle labour shall be entertained. The contractor shall put his representative daily on site of work. His name & signature shall be attested by the contractor on the record for the department.
- 34 The contractor shall prepare one sample of all items which should be got approved from the Engineer in charge. Only after acceptance of sample work, contractor will be allowed to commence the work and sample is to be preserved by contractor till the whole work is completed. The quality of work should confirm to the approved samples.
  - 35 The contractor should note that the items of work in any room shall be undertaken at one time, one after the other and completed at one stretch in reasonable time allotted for the same by Engineer in charge and got noted by the Junior Engineer in charge. Any item left over in any building will be got done at his risk and cost without any further notice (other than one entry in the site order book) to the contractor after one day from the date of entry in the site order book.
  - 36 No T&P shall be supplied by the department.
  - 37 Any damage done to the existing structure shall be made good by the contractor at his own risk and cost.
  - 38 The contractor shall be responsible for behavior and conduct of his worker. No worker with doubtful integrity or having a bad record shall be engaged by the contractor.
  - 39 The labour welfare fund / cess @1% of gross work done shall be deducted.
  - 40 The contractors are advised to get acquainted with the proposed work and its site and also study the Architectural Drawings, specifications and special conditions carefully before tendering. No claim of any sort shall be entertained on account of any site conditions and ignorance of specifications and special conditions.
  41. The proposed work is a prestigious project and quality of work is of paramount importance. Contractor shall have to engage well-experienced skilled labour and deploy modern T&P and other equipment to execute the work.
  42. The contractor shall make his own arrangements for electricity and water required for the execution of the work and nothing extra shall be paid for the same. However, for electrical connection, Engineer-in-Charge shall recommend the application to concerned authority for Electrical connection if required. Necessary payment shall be made by the contractor directly to the department concerned. In case the concerned authority fails to sanction the electric connection or delays the sanction of electric connection, the contractor shall make his own arrangements by providing diesel generators of adequate capacity at his own cost.
  43. For water supply, contractor shall make his own arrangement including boring of tube well, if necessary, and nothing extra shall be paid by the Department for arrangement of water or on its treatment as per requirements laid down in IS : 456 / 2000.
  44. The rates for all items of work shall, unless clearly specified otherwise, include cost of all labour, material, tools and plants and other inputs involved in the execution of the item and **nothing extra shall be payable on this account.**
  45. The contractor(s) shall quote all-inclusive rates against the items in the schedule of quantities and **nothing extra shall be payable for any of the conditions and specifications** mentioned in the tender documents unless specifically mentioned otherwise.

Name of Work: Work services for Certain Infrastructure for MLH upgrade at AFS, Hindan Ghaziabad dg 2019-20. (SH: Providing comprehensive consultancy complete Architectural, Structural Design and all related Electrical and mechanical works).

NIT No:- 156/EE/GCD/2019-20

46. No accommodation is available at the site of work. The lab our huts shall not be erected on the plot and the Contractor shall make his own arrangements to provide such accommodation as per the rules of the local bodies. He shall make his own arrangements for stores, field office etc. Before tendering, he shall visit the site and assess the manner in which he is able to arrange the above facilities. The Engineer-in- Charge shall in no way be responsible for any delay on this account and no claim, whatsoever, on this account shall be entertained. Nothing extra shall be payable on this account.
47. The work shall be executed and measured as per metric dimensions given in the schedule of quantities, drawings etc. (FPS units wherever indicated are for guidelines only).
48. Even ISI marked materials shall be subjected to quality test at the discretion of the Engineer-in-Charge besides testing of other materials as per the specifications described for the item/ material. Whenever ISI marked materials are brought to the site of work; the contractor shall, if required by the Engineer-in-Charge, furnish manufacturer's test certificate to establish that the material procured by the contractor for incorporation in the work satisfy the provisions of IS Codes relevant to the material and/or the work done.
49. The Contractors will associate himself with specialized electrical contractor.
50. The contractor shall take all precautions to avoid accidents by exhibiting caution boards, red flags, red lights and providing necessary barriers and all other measures required from time to time. The contractor shall be responsible for all damages and accidents due to negligence on his part.
51. The Contractor shall assume all liability, financial or otherwise in connection with this contract and shall protect and indemnify the Department from any and all damages and claims that may arise on any account. The Contractor shall indemnify the Department against all claims in respect of patent rights, royalties, design, trademarks of name or other protected rights, damages to adjacent buildings, roads or members of public, in course of execution of work or any other reasons whatsoever, and shall himself defend all actions arising from such claims and shall indemnify the Department in all respect from such actions, costs and expenses. Nothing extra shall be payable on this account.
52. Any of the item (whole or part) supplied under this contract may be subjected to test on site or sent to laboratory at the discretion of the engineer-in-charge. If the test result is not as per the standard requirements, the entire lot will be rejected and the contractor will remove the whole lot.
53. The contractor will bear the cost of sample, transportation to the lab, testing fees and any other incidental charges, if the sample fails.
54. Minor variations (up to  $\pm 2\%$ ) in the dimensions of items manufactured by approved brands, may be accepted. However, the decision of the Engineer-in-Charge, in this regard will be final and binding on the contractor.
55. For mixing of mortar, M.S. sheet must be used over the brick platform. Mortar should not be mixed on road or floor or on garden. In case mortar / concrete is mixed on floor or on road etc., **a recovery of Rs. 1000/-** shall be made for each default. Malba should not be dumped over green grass / plants.
- 56. No Claim for Market Rate on extra items shall be payable unless the items and market rates are approved before execution by the competent authority.**
- 57. The finishing/Painting of surface will be done by Roller/Brush to get even and smooth surface as per direction of Engineer-in-charge.**

Name of Work: Work services for Certain Infrastructure for MLH upgrade at AFS, Hindan Ghaziabad dg 2019-20. (SH: Providing comprehensive consultancy complete Architectural, Structural Design and all related Electrical and mechanical works).  
NIT No:- 156/EE/GCD/2019-20

## **Terms & conditions**

- 1 The job shall include:-
  - A The Firms/Consultants shall provide consultancy services in detailed for architectural drawings (Civil + Electrical) including designing and detailing of all services, their drawings & approval. Consultant shall prepare and supply all the coordinated good for construction drawings electrical, mechanical and plumbing Services drawings. The required services have to be planned with minimum cost, minimum maintenance and lowest consumption of energy, water and electricity and shall be planned to merge with existing services as far as possible.
  - B Preparation of structural design and working structural drawings for (Civil + electrical) comes i/c structural detailing conforming to latest IS/BIS and NBC codes.
  - C The structural design will be carried out as per layout plan and architectural drawing complete as per requirement.
  - D Preparation of structural design shall be done 3D/grid/Frame concept and by structural design software, wiz, staad PRO/STRUD (lasts version).
  - E The design should be appropriated for earth quake zone as applicable to the respective areas and a certificate stating “The Building meets all the seismic provisions pertaining to seismic Zone IV” should be issued by the agency in their structural drawings.
  - F Concrete mix to be considered in RCC design shall be of minimum grade M 25 and reinforcing steel shall be Fe 500D TMT Bars.
  - G The structural designers shall first discuss the design philosophy and probable size of structural members/grid/plans on the basis of working plans, with Superintending Engineer, Ghaziabad CPWD, CGO Complex, Hapur Chungi, Ghaziabad.
  - H The configurations of building and structural orientations of columns shall be varied from the architectural drawings, unless otherwise felt necessary and that too after discussion with the client department and architect.
  - I Time allowed to complete the work is 01 Months (Thirty Days) from the date of issue of work order. The time shall be reckoned from the date of issue of work order and upto the date of submission of complete structural design/drawings with the checking authority.
- 2 The consultant should give presentation on the detailed design to Superintending Engineer, Ghaziabad CPWD, CGO Complex, Hapur, Chungi, Ghaziabad on the date and time fixed after mutual consultation.
- 3 The structural design and drawing of the building shall be got vetted by the consultant from third party i.e. reputed Government Engineering Institutes/colleges (IIT, NIT, DTU, Jamia Millia Islamia University or equivalent etc.) and nothing shall be paid extra on this account.
- 4 This notice can also be seen at website [www.tenderwizard.com/cpwd](http://www.tenderwizard.com/cpwd).
- 5 The specialized firms satisfies the following eligibility criteria. Experience of having successfully completed works during last seven years ending on previous day of last day of submission of tender. Similar works means “Structural Design”.
  - i. Three similar works each of value not less than Rs. 1,40,000/-
  - ii. Two similar works each of value not less than Rs. 2,10,000/-
  - iii. One similar work of value not less than Rs. 2,80,000/-

Name of Work: Work services for Certain Infrastructure for MLH upgrade at AFS, Hindan Ghaziabad dg 2019-20. (SH: Providing comprehensive consultancy complete Architectural, Structural Design and all related Electrical and mechanical works).  
NIT No:- 156/EE/GCD/2019-20

**Payment Schedule:-**

- 1 Ist and final bill be paid after submission of final corrected and vetted design and drawings. Necessary Government recoveries will be made from the bill.
- 2 10% amount will be withheld from final payment and will be released after three months from the date of completion of the work.
- 3 The rate quoted by the agency should include GST (as applicable) and nothing extra will be paid to agency in relation to it.

**SPECIAL CONDITIONS**

1. No work shall be executed on Sunday/Holidays.
2. During execution of work, at least one supervisor shall be made available at site.
3. Contractor is to adhere to all security instructions of the Air Force Station.
4. Working hours for execution shall be up to Sun-Set only.
5. The work is to be executed under high security check due to this; some labour may be waste for which nothing extra shall be paid. Agency will work in coordination with the client Department.

Name of Work: Work services for Certain Infrastructure for MLH upgrade at AFS, Hindan Ghaziabad dg 2019-20. (SH: Providing comprehensive consultancy complete Architectural, Structural Design and all related Electrical and mechanical works).  
 NIT No:- 156/EE/GCD/2019-20

<p><b>NOTE:-</b></p> <ol style="list-style-type: none"> <li>1. This Card is valid only for specified working place/place of duty.</li> <li>2. The Contractor is fully responsible for any misuse of this card beyond duty hours/days.</li> <li>3. The Contractor bears responsibility for the character Card holder worker.</li> </ol>	<p>Sl. No.....</p> <p><b>WORKERS IDENTITY CARD</b></p> <p>Name of Agency with address :-</p> <p>Telephone No./Mobile</p> <p>Registration No. :-</p> <p>VALID UPTO</p>
--	---

<p>Name of Worker :-</p> <p>Present Address:-</p> <p>Permanent Address:-</p> <p>Identification Mark:-</p> <p>Place of Duty</p>	<div style="border: 1px solid black; width: 150px; height: 100px; margin: 0 auto; display: flex; align-items: center; justify-content: center;"> <p>Photo</p> </div> <p>Signature of Worker</p> <p>Signature of Contractor :</p>
--	--

Name of Work: Work services for Certain Infrastructure for MLH upgrade at AFS, Hindan Ghaziabad dg 2019-20. (SH: Providing comprehensive consultancy complete Architectural, Structural Design and all related Electrical and mechanical works).  
 NIT No:- 156/EE/GCD/2019-20

**ANNEXURE-I**

**FORM OF EARNEST MONEY (BANK GUARANTEE)**

WHEREAS, contractor..... (Name of contractor) (hereinafter called "the contractor") has submitted his bid dated ..... (date) for the construction of ..... (name of work) (hereinafter called "the Bid")

KNOW ALL PEOPLE by these presents that we ..... (name of bank) having our registered office at ..... (hereinafter called "the Bank") are bound unto ..... (Name and division) (hereinafter called "the Engineer-in-Charge") in the sum of Rs. .... (Rs. in words ..... ) for which payment well and truly to be made to the said Engineer-in-Charge the Bank binds itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this ..... day of ..... 20... .

THE CONDITIONS of this obligation are:

- (1) If after bid opening the Contractor withdraws, his bid during the period of validity of bid (including extended validity of bid) specified in the Form of Bid;
- (2) If the contractor having been notified of the acceptance of his bid by the Engineer-in- Charge:
  - (a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to contractor, if required;

OR

  - (b) fails or refuses to furnish the Performance Guarantee, in accordance with the provisions of bid document and Instructions to contractor.

We undertake to pay to the Engineer-in-Charge up to the above amount upon receipt of his first written demand, without the Engineer-in-Charge having to substantiates his demand, provided that in his demand the Engineer-in-Charge will note that the amount claimed by his is due to him owing to the occurrence of one or any of the above conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date\* ..... after the deadline for submission of bid as such deadline is stated in the Instructions to contractor or as it may be extended by the Engineer-in-Charge, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

DATE .....

SIGNATURE OF THE BANK

WITNESS .....

SEAL

(SIGNATURE, NAME AND ADDRESS)

\* Date to be worked out on the basis of validity period of **90 Days for Single bid works and 120 days for two bid system** from last date of receipt of tender.

**ANNEXURE-II**

**FORM OF PERFORMANCE 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 of \_\_\_\_\_ (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 conditions in the said agreement, we \_\_\_\_\_ (indicate the name of the bank) (hereinafter referred to as “the Bank) hereby undertake to pay to the Government an amount not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ 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 \_\_\_\_\_ (indicate the name of the bank) the said bank further undertake to pay to the Government 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 government 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 condition 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 effecting in any manner our obligations 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 for bear 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 for-bearance, act of omission on the part of the Government or any indulgence by the Government to the said contractor(s) or by any such matter of thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

Name of Work: Work services for Certain Infrastructure for MLH upgrade at AFS, Hindan Ghaziabad dg 2019-20. (SH: Providing comprehensive consultancy complete Architectural, Structural Design and all related Electrical and mechanical works).

NIT No:- 156/EE/GCD/2019-20

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 upto \_\_\_\_\_ unless extended on demand by 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.

Date the \_\_\_\_\_ day of \_\_\_\_\_ for

\_\_\_\_\_  
(indicate the name of Bank)



**ANNEXURE-III**

**PERFORMANCE GUARANTEE**

- (i) The contractor shall submit an irrevocable Performance Guarantee of 5% (Five percent) of the bided amount 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 Cash (in case guarantee amount is less than Rs. 10,000/-) or Deposit at Call receipt of any scheduled bank/Banker's Cheque of any scheduled bank/Demand Draft of any scheduled bank/Pay Order of any scheduled bank (in case guarantee amount is less than Rs. 1,00,000/-) or Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the form annexed hereto. 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 initially valid up to the stipulated date of completion plus 60 days 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.
- (iii) 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:
- (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.
- (i) 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.

**ANNEXURE-IV**

**FORM OF BANK GUARANTEE BOND FOR SECURITY DEPOSIT**

1. In consideration of the President of India (hereinafter called "The Government") having agreed to exempt \_\_\_\_\_ (hereinafter called the said contractor(s)) from the demand, under the terms and conditions of the Agreement No. \_\_\_\_\_ dated \_\_\_\_\_ made between \_\_\_\_\_ and \_\_\_\_\_ for the work of \_\_\_\_\_ (hereinafter called "The said Agreement") security deposit beyond first 2.5% of bided value for the due fulfillment by the said contractor(s) of the terms & conditions contained in the said Agreements on production of a irrevocable Bank Guarantee for Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only), we \_\_\_\_\_ (indicate the name of the bank) (hereinafter referred to as "the Bank) hereby undertake to pay to the Government an amount not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ 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 \_\_\_\_\_ (indicate the name of the bank) further undertake to pay to the Government 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 government 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 condition of the said agreement have been fully and properly carried out by the said contractor (s) and accordingly discharges this guarantee.

5. We \_\_\_\_\_ (indicate name of the bank) further agree with the Government that the government shall have the fullest liberty without our consent and without effecting in any manner our obligations 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 for bear 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 for-bearance, act of omission on the part of the Government or any indulgence by the Government to the said contractor(s) or by any such matter of 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).

Name of Work: Work services for Certain Infrastructure for MLH upgrade at AFS, Hindan Ghaziabad dg 2019-20. (SH: Providing comprehensive consultancy complete Architectural, Structural Design and all related Electrical and mechanical works).  
NIT No:- 156/EE/GCD/2019-20

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 upto \_\_\_\_\_ unless extended on demand by 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.

Date the \_\_\_\_\_ day of \_\_\_\_\_ for  
\_\_\_\_\_  
(indicate the name of Bank)

Name of Work: Work services for Certain Infrastructure for MLH upgrade at AFS, Hindan Ghaziabad dg 2019-20. (SH: Providing comprehensive consultancy complete Architectural, Structural Design and all related Electrical and mechanical works).  
NIT No:- 156/EE/GCD/2019-20



**CENTRAL PUBLIC WORKS DEPARTMENT**  
**OFFICE MEMORANDUM**  
**No. DG/SE/CM/CON/283**  
**ISSUED BY AUTHORITY OF DIRECTOR GENERAL, CPWD**

**NIRMAN BHAWAN, NEW DELHI**

**DATED: 05.05.2015**

**Subject: Amendment in General Conditions of Contract(GCC)-2014 – Payment of wages to the labour by Contractor.**

The following provision of C.P.W.D. Contractor's Labour Regulations of GCC-2014 are amended :-

Existing Provision	Modified Provision
<p><b>C.P.W.D. Contractor's Labour Regulations</b> <b>5. PAYMENT OF WAGES</b> vi) Wages due to every worker shall be paid to him direct or to other person authorized by him in this behalf. vii) All wages shall be paid in current coin or currency or in both. x) It shall be the duty of the contractor to ensure the disbursement of wages in the presence of the Junior Engineer or any other authorized representative of the Engineer-in-Charge who will be required to be present at the place and time of disbursement of wages by the contractor to workmen. xi) The contractor shall obtain from the Junior Engineer or any other authorized representative of the Engineer-in-Charge as the case may be, a certificate under his signature at the end of the entries in the "Register of Wages" or the "Wagecum-Muster Roll" as the case may be in the following form:- "Certified that the amount shown in column No .....has been paid to the workman concerned in my presence on ..... at ....."</p>	<p><b>C.P.W.D. Contractor's Labour Regulations</b> <b>5. PAYMENT OF WAGES</b> vi) Wages due to every worker shall be paid to him direct by contractor through Bank or ECS or online transfer to his bank account. vii) All wages shall be paid through Bank or ECS or online transfer. x) It shall be the duty of the contractor to ensure the disbursement of wages through bank account of labour. xi) The contractor shall obtain from the Junior Engineer or any other authorized representative of the Engineer-in-Charge as the case may be, a certificate under his signature at the end of the entries in the "Register of Wages" or the "Wagecum-Muster Roll" as the case may be in the following form:- "Certified that the amount shown in column No .....has been paid to the workman concerned through bank account of labour on ..... at ....."</p>

**The field units may also pursue with contractors of the existing contract to make payment to the labour by contractor through Bank or ECS or online transfer also.**

Issued from file no. CSQ/CM/C/16(1)/2012

Copy to:

- (1) All Spl. DGs/ADGs CPWD, E-in-C PWD, Delhi Govt. They are requested to endorse a copy of this to all CEs, SEs & EEs concerned.

Superintending Engineer (C&M)

Executive Engineer (C)

CON 283

Page 1

Name of Work: Work services for Certain Infrastructure for MLH upgrade at AFS, Hindan Ghaziabad dg 2019-20. (SH: Providing comprehensive consultancy complete Architectural, Structural Design and all related Electrical and mechanical works).  
NIT No:- 156/EE/GCD/2019-20



**CENTRAL PUBLIC WORKS DEPARTMENT**  
**OFFICE MEMORANDUM**  
**No. DG/SE/CM/CON/288**  
**ISSUED BY AUTHORITY OF DIRECTOR GENERAL, CPWD**

NIRMAN BHAWAN, NEW DELHI

DATED: 23.09.2015

**Subject: Engagement of contractors registered with EPFO and ESIC for engaging manpower/services on outsourcing basis**

In view of reference received from the Cabinet Secretary, Govt. of India (copy enclosed) in regard of not getting entitled social benefits under the EPF and MP Act, 1952 and ESI Act to outsourced personnel engaged by govt. department and to ensure that the contractor who is providing outsourced staff is registered with EPFO and ESIC and payment to the contractor is made only after verifying that social security cover is being extended to such staff, it may be ensured that the lowest bidder furnishes either copy of registration or proof of applying for obtaining registration with EPFO and ESIC contractor for such tenders called for outsourced services. No payment shall be made to the contractor/agency till copy of registration with EPFO and ESIC is submitted by the contractor as modified vide OM No. DG/CON/285 dt. 04.06.2015.

Encl: As above

Superintending Engineer (C&M)

Issued from file no. CSQ/CM/ 37(10)/2012

Copy to:

- (1) All Spl. DGs/ADGs CPWD. E-in-C PWD, Delhi Govt. They are requested to endorse a copy of this to all CEs, SEs & EEs concerned.
- (2) File No. CSQ/CM/ C/17(1)/2012

Executive Engineer (C)

*SD/ma  
Pl. incorporate this circular  
in NITs  
24/9/15*

Name of Work: Work services for Certain Infrastructure for MLH upgrade at AFS, Hindan Ghaziabad dg 2019-20. (SH: Providing comprehensive consultancy complete Architectural, Structural Design and all related Electrical and mechanical works).  
NIT No:- 156/EE/GCD/2019-20



**CENTRAL PUBLIC WORKS DEPARTMENT**

**OFFICE MEMORANDUM**

**No. DG/SE/CM/CON/290**

**ISSUED BY AUTHORITY OF DIRECTOR GENERAL, CPWD**

**NIRMAN BHAWAN, NEW DELHI**

**DATED: 09.11.2015**

**Subject: Modification in General Rules & Directions (Page 5) of GCC 2014.**

The following provision of GCC-2014 is modified as under:-

S. No.	Existing Provision	Modified Provision
1.	<p><b>General Rules &amp; Directions (Page 5)</b></p> <p>2. In the event of 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.</p>	<p><b>General Rules &amp; Directions (Page 5)</b></p> <p>2. In the event of 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 <b>Indian Partnership Act 1932.</b></p>

Superintending Engineer (C&M)


Issued from file no. CSQ/CM/ 17(1)/GCC/

Copy to:

- (1) All Spl. DGs/ADGs CPWD, E-in-C PWD, Delhi Govt. They are requested to endorse a copy of this to all CEs, SEs & EEs concerned.

Executive Engineer (C)

Name of Work: Work services for Certain Infrastructure for MLH upgrade at AFS, Hindan Ghaziabad dg 2019-20. (SH: Providing comprehensive consultancy complete Architectural, Structural Design and all related Electrical and mechanical works).  
 NIT No:- 156/EE/GCD/2019-20



GEOMETRICAL, SURVEILLING, WORKS, INSPECTION & MAINTENANCE DEPARTMENT

OFFICE MEMORANDUM  
 No. DG/ MAN/382

ISSUED BY AUTHORITY OF DIRECTOR GENERAL, CPWD

DATED: 28-02-2019

NIRMAN BHAWAN, NEW DELHI

Sub: Modification of Para 27.2 special condition of steel of works manual -2014.  
 In supersession of earlier OM issued vide No. DG/MAN/366 dated 19.03.2018, the following modifications in para 27.2(1) 2(a) & 2(b) (i) have been made in CPWD Works Manual 2014

Sl. No	Existing CPWD Works Manual Provision	Modified Provision
1	<p>27.2 Special conditions for steel reinforcement bars</p> <p>The CPWD/contractor shall procure IS marked TMT bars of various grades from:</p> <p>(1) The steel manufacturers such as SAIL, TATA Steel Ltd., RINL, Jindal Steel &amp; Power Ltd., and JSW Steel Ltd or their authorized dealers having valid BIS license for IS:1786-2008 (Amendment-1 November 2012).</p> <p>(2) (a) The steel manufacturers or their authorized dealers (as per following selection criteria) having valid BIS license for IS:1786-2008 (Amendment-1 November 2012).                      The procured steel should have following qualities:-                      i. Excellent ductility, bend ability and elongation of finished product due to possible refining technology.                      ii. Consumption of steel should be accurate as per design.                      iii. Steel should have no brittleness problem in finished product.                      iv. Steel should carry the quality of corrosion and earthquake resistance.                      v. Quality steel with achievement of proper level of sulphur and</p>	<p>27.2 Special conditions for steel reinforcement bars</p> <p>Only ISI marked TMT Bars of various grades shall be procured from Steel manufacturer as per the following guidelines:</p> <p>1) All the approvals of steel manufacturers issued vide this office shall remain valid up to 31.05.2019 only.</p> <p>2) The Special Director General of respective region of CPWD (RR, ER, SR, WR &amp; NER) shall approve the steel manufacturers subject to the guidelines for eligibility criteria and other technical parameters given below. SDG (NR) shall approve the steel manufacturers for Delhi Region also.</p> <p>Credentials for eligibility criteria &amp; other technical parameters for steel manufacturers:                      The manufacturer should meet the following eligibility criteria:                      a) The Steel manufacturer should have following documentary</p>

*Sanjay KE*

*AE (T&D)*



*JE (NS)*

Name of Work: Work services for Certain Infrastructure for MLH upgrade at AFS, Hindan Ghaziabad dg 2019-20. (SH: Providing comprehensive consultancy complete Architectural, Structural Design and all related Electrical and mechanical works).  
 NIT No:- 156/EE/GCD/2019-20

<p>phosphorus as per IS:1786:2008.</p> <p>(b) Selection Criteria of steel manufacturers:                  (i) The supply of reinforcement steel for all CPWD works should have following selection criteria of steel manufacturers:-                  Steel producers of any capacity using iron ore/ processed iron ore as the basic raw material adopting advanced refining technologies as given under,                  (i) DRI-EAF - Direct Reduced iron - Electric arc furnace.                  or                  (ii) BF-BOF = Blast furnace - Basic oxygen furnace                  or                  (iii) COREX-BOF = COREX - Basic oxygen furnace                  For production of liquid steel to finish product at single/multiple locations with NABE or any other similarly placed accrediting Government body which operates in accordance with ISO/IEC 17011 and accredits labs as per ISO/IEC 17025 conforming to IS:1786:2008 (Amendment-1 November 2012).                  The check list for incorporation of any quality steel producer is enclosed for technical assessment is given in Annexure-1.                  Chief Engineer, CSQ (Civil) unit, Directorate of CPWD shall approve the steel manufacturers.</p>	<p>evidence:</p> <ol style="list-style-type: none"> <li>i. Certificate of Incorporation</li> <li>ii. Memorandum of articles of Association</li> <li>iii. Credit rating of the company from CARE/CRISIL/ICRA (the grading should not be C/D grade for minimum last 3 years)</li> <li>b) The Steel manufacturer must have following licenses and certificates:-                         <ol style="list-style-type: none"> <li>i. ISI certificate for billets (IS 2830:2012)</li> <li>ii. ISI certificate for TMT Bars (IS 1786:2008 (Amendment-1 November 2012))</li> </ol> </li> <li>c) The Steel manufacturer should also preferably have the following licenses:                         <ol style="list-style-type: none"> <li>i. ISO 9001:2015</li> <li>ii. ISO 14001:2015</li> <li>iii. OHSAS 18001:2007</li> </ol> </li> <li>d) The steel manufacturer should be using iron ore as the basic raw material. The entire gamut of iron and steel production is owned by the same company or its subsidiary company (ies) and the iron making capacity is sufficiently matching the steel making capacity, adopting any of the refining technologies for manufacturing steel &amp; TMT Bars as given under are eligible:                         <ol style="list-style-type: none"> <li>i. BF-BOF route</li> <li>ii. COREX-BOF Route</li> <li>iii. DRI-EAF Route ( Each Electric Arc Furnace should be 100 MT or more)</li> </ol> </li> <li>e) Billets produced must be ISI marked (IS 2830:2012)</li> </ol>
---	--



Name of Work: Work services for Certain Infrastructure for MLH upgrade at AFS, Hindan Ghaziabad dg 2019-20. (SH: Providing comprehensive consultancy complete Architectural, Structural Design and all related Electrical and mechanical works).  
NIT No:- 156/EE/GCD/2019-20

CLAUSES OF CONTRACT	
<b>CLAUSES OF CONTRACT</b>	
<b>CLAUSES OF CONTRACT</b>	
<b>Performance Guarantee</b>	<p><b>CLAUSE 1</b></p> <p>(i) The contractor shall submit an irrevocable Performance Guarantee of 5% (Five percent) of the tendered amount 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 Cash (in case guarantee amount is less than Rs. 10,000/-) or Deposit at Call receipt of any scheduled bank/Banker's Cheque of any scheduled bank/Demand Draft of any scheduled bank/Pay Order of any scheduled bank (in case guarantee amount is less than Rs. 1,00,000/-) or Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the form annexed hereto. 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.</p> <p>(ii) The Performance Guarantee shall be initially valid up to the stipulated date of completion plus 60 days 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.</p> <p>(iii) 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:</p> <p>(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.</p> <p>(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.</p> <p>(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.</p> <p>(v) 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.</p> <p>This provisional completion certificate shall be recorded by the concerned Engineer-in-charge with the approval of Project Manager / Chief Project Manager / Superintending</p>
<b>13</b>	160 Years of Engineering Excellence 

Name of Work: Work services for Certain Infrastructure for MLH upgrade at AFS, Hindan Ghaziabad dg 2019-20. (SH: Providing comprehensive consultancy complete Architectural, Structural Design and all related Electrical and mechanical works).  
NIT No:- 156/EE/GCD/2019-20

## CLAUSES OF CONTRACT



Engineer. 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.

### CLAUSE 1 A

#### Recovery of Security Deposit

The person/persons whose tender(s) 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 value 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 cash or 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.

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 therefrom, 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.

**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

Name of Work: Work services for Certain Infrastructure for MLH upgrade at AFS, Hindan Ghaziabad dg 2019-20. (SH: Providing comprehensive consultancy complete Architectural, Structural Design and all related Electrical and mechanical works).  
NIT No:- 156/EE/GCD/2019-20

## CLAUSES OF CONTRACT



### CLAUSE 2

#### Compensation for Delay

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 agreed compensation the amount calculated at the rates stipulated below as the authority specified in schedule 'F' may decide on the amount of 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.

This will also apply to items or group of items for which a separate period of completion has been specified.

- |                                    |  |
|------------------------------------|--|
| (i) Compensation for delay of work | @ 1 % per month of delay to be computed on per day basis |
|------------------------------------|--|

Provided always that the total amount of compensation for delay to be paid under this Condition shall not exceed 10 % of the Tendered Value of work or of the Tendered Value of the Sectional part of work as mentioned in Schedule 'F' for which a separate period of completion is originally given.

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.

Provided that compensation during the progress of work before the justified extended date of completion for delay under this clause shall be for non-achievement of sectional completion or part handing over of work on stipulated/justified extended date for such part work or if delay affects any other works/services. 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.

15

160 Years of Engineering Excellence

CPWD

Please see also Amended  
wide CON/289

Name of Work: Work services for Certain Infrastructure for MLH upgrade at AFS, Hindan Ghaziabad dg 2019-20. (SH: Providing comprehensive consultancy complete Architectural, Structural Design and all related Electrical and mechanical works).  
NIT No:- 156/EE/GCD/2019-20

<b>CLAUSES OF CONTRACT</b>	
----------------------------	---

Incentive for early completion

#### CLAUSE 2A

In case, the contractor completes the work ahead of stipulated date of completion or justified extended date of completion as determined under clauses 5.3, 12 & 15, a bonus @ 1% (one per cent) of the tendered value per month computed on per day basis, shall be payable to the contractor, subject to a maximum limit of 5% (five per cent) of the tendered value. Provided that justified time for extra work shall be calculated on pro-rata basis as cost of extra work X stipulated period /tendered value. The amount of bonus, if payable, shall be paid along with final bill after completion of work. Provided always that provision of the Clause 2A shall be applicable only when so provided in 'Schedule F'.

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, 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 unworkman 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.
- (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

Name of Work: Work services for Certain Infrastructure for MLH upgrade at AFS, Hindan Ghaziabad dg 2019-20. (SH: Providing comprehensive consultancy complete Architectural, Structural Design and all related Electrical and mechanical works).  
NIT No:- 156/EE/GCD/2019-20

## CLAUSES OF CONTRACT



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.

- (x) 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.
- (x) 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.

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 contractor under the hand of the Engineer-in-Charge shall be conclusive evidence). Upon such determination, the Earnest Money Deposit Security Deposit already recovered and Performance Guarantee under the contract shall be liable to be forfeited and shall be absolutely at the disposal of the Government.
- (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 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 more, either party may close the contract by giving notice to the other party stating reasons. In such eventuality, the Performance Guarantee of the contractor shall be refunded within following time limits :

- (i) If the Tendered value of work is up to Rs. 45 lac : 15 days.
- (ii) If the Tendered value of work is more than Rs. 45 lac and up to Rs. 2.5 Crore : 21 days.
- (iii) If the Tendered value of work exceeds Rs. 2.5 Crore : 30 days.

Name of Work: Work services for Certain Infrastructure for MLH upgrade at AFS, Hindan Ghaziabad dg 2019-20. (SH: Providing comprehensive consultancy complete Architectural, Structural Design and all related Electrical and mechanical works).  
NIT No:- 156/EE/GCD/2019-20

## CLAUSES OF CONTRACT



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) and 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.

### CLAUSE 5

**Time and Extension for Delay**

The time allowed for execution of the Works as specified in the Schedule 'F' or the extended time in accordance with these conditions shall be the essence of the Contract. The execution of the works 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. However, the handing over of site by the Engineer in Charge, in full or in part (if so provided in contract), shall be completed within two months from issue of acceptance letter. 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.

As soon as possible but within twenty one 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'
- c) The Contractor shall submit a Time and Progress Chart for each mile stone. The Engineer-in-Charge may within 30 days thereafter, if required modify, and communicate the program approved to the contractor failing which the program submitted by the contractor shall be deemed to be approved by the Engineer-in-Charge. The work programme shall include all details of balance drawings and decisions required to complete the contract with specific dates by which these details are required by contractor without causing any delay in execution of the work. The Chart shall be prepared in direct relation to the time stated in the Contract documents for completion of items of the works. It shall indicate the forecast of the dates of commencement and completion of various trades of sections of the work and may be amended as necessary by agreement between the Engineer-in-Charge and the Contractor within the limitations of time imposed in the Contract documents, and further to ensure good progress during the execution of the work, the contractor shall in all cases in which the time allowed for any work exceeds one month (save for special

Name of Work: Work services for Certain Infrastructure for MLH upgrade at AFS, Hindan Ghaziabad dg 2019-20. (SH: Providing comprehensive consultancy complete Architectural, Structural Design and all related Electrical and mechanical works).  
NIT No:- 156/EE/GCD/2019-20

## CLAUSES OF CONTRACT



jobs for which a separate programme has been agreed upon) complete the work as per mile stones given in Schedule 'F'.

- (i) 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.
- (ii) The approval by the Engineer-in-Charge of such programme shall not relieve the contractor of any of the obligations under the contract.
- (iii) The contractor shall submit the Time and Progress Chart and progress report using the mutually agreed software or in other format decided by Engineer-in-Charge for the work done during previous month to the Engineer-in-charge on or before 5th day of each month failing which a recovery Rs. 2500/- (for works costing upto Rs. 20 Crores) / Rs. 5000/- (for works costing more than Rs. 20 Crores) shall be made on per week or part basis in case of delay in submission of the monthly progress report.

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) non-availability of stores, which are the responsibility of Government to supply or
- (vii) non-availability or break down of tools and Plant to be supplied or supplied by Government or
- (viii) any other cause like above which, in the reasoned opinion of the Engineer-in-Charge is beyond the Contractor's control.

then upon the happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the Engineer-in-Charge for entry in the hindrance register (physical or web-based as prescribed in Schedule 'F' but shall nevertheless use constantly his best endeavours to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer-in-Charge to proceed with the works.

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.

In case the work is hindered by any reasons, in the opinion of the contractor, by the Department or for someone for whose action the Department is responsible, the contractor may immediately give notice thereof in writing to the Engineer-in-Charge in the same manner as prescribed under sub Clause 5.2 seeking extension of time or rescheduling of milestone/s. 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 after due consideration of the same within 30 days of receipt of such request. In event of non application by the contractor for extension of time E-in-C after affording opportunity to the contractor may give, supported with a programme, a fair and reasonable extension within a reasonable period of occurrence of the event.

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.

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

<b>CLAUSES OF CONTRACT</b>	
----------------------------	--



rescheduling of milestones (Appendix-XVI) or Form of application by the contractor for seeking extension of time (Appendix -XVII) respectively to the authority as indicated in Schedule 'F'. The Contractor shall indicate in such a request the period by which rescheduling of milestones 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 which shall include all details of pending drawings and decisions required to complete the contract and also the target dates by which these details should be available 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 milestones. Such extension or rescheduling of the milestones shall be communicated to the Contractor by the authority as indicated in Schedule 'F' in writing, within 30 days of the date of receipt of such request from the Contractor in prescribed form. In event of non application by the contractor for extension of time E-in-C after affording opportunity to the contractor, may give, supported with a programme (as specified under 5.4 above), a fair and reasonable extension within a reasonable period of occurrence of the event.

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.

#### CLAUSE 6

##### Measurements of Work Done

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

All measurement of all items having financial value shall be entered in Measurement Book and/or level field book so that a complete record is obtained of all works performed under the contract.

All measurements and levels shall be taken jointly by the Engineer-in-Charge or his authorized representative and by the contractor or his authorized representative from time to time during the progress of the work and such measurements shall be signed and dated by the Engineer-in-Charge and the contractor or their representatives in token of their acceptance. If the contractor objects to any of the measurements recorded, a note shall be made to that effect with reason and signed by both the parties.

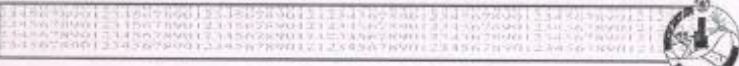
If for any reason the contractor or his authorized representative is not available and the work of recording measurements is suspended by the Engineer-in-Charge or his representative, the Engineer-in-Charge and the Department shall not entertain any claim from contractor for any loss or damages on this account. If the contractor or his authorized representative does not remain present at the time of such measurements after the contractor or his authorized representative has been given a notice in writing three (3) days in advance or fails to countersign or to record objection within a week from the date of the measurement, then such measurements recorded in his absence by the Engineer-in-Charge or his representative shall be deemed to be accepted by the Contractor.

The contractor shall, without extra charge, provide all assistance with every appliance, labour and other things necessary for measurements and recording levels.

Except where any general or detailed description of the work expressly shows to the contrary,



**CLAUSES OF CONTRACT**



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 authorized representative in charge of the work, before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured and correct dimensions thereof be taken before the same is covered up or placed beyond the reach of 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 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 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 authorized representative may cause either themselves or through another officer of the department to check the measurements recorded jointly or otherwise as aforesaid 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 recording of measurements of any item of work in the measurement book and/or its payment in the interim, on account or 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.

**Computerized Measurement Book**

**CLAUSE 6A**


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 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 performed 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 authorized representative as per interval or program fixed in consultation with Engineer-in-Charge or his authorized representative. After the necessary corrections made by the Engineer-in-Charge, 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.

Whenever bill is due for payment, the contractor would initially submit draft computerized measurement sheets and these measurements would be got checked/test checked from the Engineer-in-Charge and/or his authorized representative. The contractor will, thereafter, incorporate such changes as may be done during these checks/test checks in his draft computerized measurements, and submit to the department a computerized measurement book, duly bound, and with its pages machine numbered. The Engineer-in-Charge and/or his authorized representative would thereafter check this MB, and record the necessary certificates for their checks/test checks.

Name of Work: Work services for Certain Infrastructure for MLH upgrade at AFS, Hindan Ghaziabad dg 2019-20. (SH: Providing comprehensive consultancy complete Architectural, Structural Design and all related Electrical and mechanical works).  
NIT No:- 156/EE/GCD/2019-20

CLAUSES OF CONTRACT	
---------------------	---

The final, fair, computerized measurement book given by the contractor, duly bound, with its pages machine numbered, should be 100% correct, and no cutting or over-writing in the measurements would thereafter be allowed. If at all any error is noticed, the contractor shall have to submit a fresh computerized MB with its pages duly machine numbered and bound, after getting the earlier MB cancelled by the department. Thereafter, the MB shall be taken in the Divisional Office records, and allotted a number as per the Register of Computerised MBs. 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 computerized MB's 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 computerized record 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 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 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 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 authorized representative may cause either themselves or through another officer of the department to check the measurements 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 of any item of work in the measurement book 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.

Payment on Intermediate Certificate to be Regarded as Advances

#### CLAUSE 7

No payment shall be made for work, estimated to cost Rs. **One lac** 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. **One lac**, the interim or running account bills shall be

Name of Work: Work services for Certain Infrastructure for MLH upgrade at AFS, Hindan Ghaziabad dg 2019-20. (SH: Providing comprehensive consultancy complete Architectural, Structural Design and all related Electrical and mechanical works).  
NIT No:- 156/EE/GCD/2019-20

**CLAUSES OF CONTRACT**



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 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. The amount admissible shall be paid by 10th working day after the day of presentation of the bill by the Contractor to the Engineer-in-Charge or his Asstt. Engineer together with the account of the material issued by the department, or dismantled materials, if any. In the case of works outside the headquarters of the Engineer-in-Charge, the period of ten working days will be extended to fifteen working days. 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 @ 10% per annum shall be paid to the contractor from the date of expiry of prescribed time limit which will be compounded on yearly basis.

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 bill 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 shall be paid to the Government from the date of expiry of prescribed time limit which will be compounded on yearly basis.

**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

Name of Work: Work services for Certain Infrastructure for MLH upgrade at AFS, Hindan Ghaziabad dg 2019-20. (SH: Providing comprehensive consultancy complete Architectural, Structural Design and all related Electrical and mechanical works).  
NIT No:- 156/EE/GCD/2019-20

## CLAUSES OF CONTRACT



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/V final bill due to main contractor as the case may be.

### 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.**

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 off 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

### CLAUSE 8A

When the annual repairs and maintenance of works are carried out, the splashes and droppings from white washing, colour washing, painting etc., on walls, floor, windows, etc shall be removed and the surface cleaned simultaneously with the completion of these items of work in the individual rooms, quarters or premises etc. where the work is done: without waiting for the actual completion of all the other items of work in the contract. In case the contractor fails to comply with the requirements of this clause, the Engineer-in-Charge shall have the right to get this work done at the cost of the contractor either departmentally or through any other agency. Before taking such action, the Engineer-in-Charge shall give ten days notice in writing to the contractor.

Completion Plans to  
be Submitted by the  
Contractor

### CLAUSE 8B

The contractor shall submit completion plan as required vide General Specifications for Electrical works (Part-I Internal) 2005 and (Part-II External) 1994 as applicable within thirty days of the completion of the work.

In case, the contractor fails to submit the completion plan as aforesaid, he shall be liable to pay a sum of 0.1 % of Tendered Value or limit prescribed in Schedule F whichever is more as may be fixed by the Superintending Engineer concerned and in this respect the decision of the Superintending Engineer shall be final and binding on the contractor.


The contractor shall submit completion plan for Internal and External Civil, Electrical and

Name of Work: Work services for Certain Infrastructure for MLH upgrade at AFS, Hindan Ghaziabad dg 2019-20. (SH: Providing comprehensive consultancy complete Architectural, Structural Design and all related Electrical and mechanical works).  
 NIT No:- 156/EE/GCD/2019-20

CLAUSES OF CONTRACT	
<p><b>Payment of Final Bill</b></p>	<p>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.</p> <p><b>CLAUSE 9</b>                      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. Payments of those items of the bill in respect of which there is no dispute and of items in dispute, for quantities and rates as approved by Engineer-in-Charge, will, as far as possible be made within the period specified hereinafter, the period being reckoned from the date of receipt of the bill by the Engineer-in-Charge or his authorized Asstt. Engineer, complete with account of materials issued by the Department and dismantled materials.</p> <p>(i) If the Tendered value of work is up to Rs. 45 lac : 2 months                      (ii) If the Tendered value of work is more than Rs.45 lac and up to Rs. 2.5 Crore : 3 months                      (iii) If the Tendered value of work exceeds Rs. 2.5 Crore : 6 months</p> <p>In case of delay in payment of final bills after prescribed time limit, a simple interest @ 10% per annum shall be paid to the contractor from the date of expiry of prescribed time limit which will be compounded on yearly basis, provided the final bill submitted by the contractor found to be in order.</p>
<p><b>Payment of Contractor's Bills to Banks</b></p>	<p><b>CLAUSE 9A</b>                      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, co-operative or thrift societies or recognized financial institutions.</p> <p>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-a-vis the President of India.</p>
<p><b>Materials supplied by Government</b></p>	<p><b>CLAUSE 10</b>                      Materials which Government will supply are shown in Schedule 'B' which also stipulates quantum, place of issue and rate(s) to be charged in respect thereof. The contractor shall be bound to procure them from the Engineer-in-Charge.</p> <p>As soon as the work is awarded, the contractor shall finalise the programme for the completion of work as per clause 5 of this contract and shall give his estimates of materials required on the basis of drawings/or schedule of quantities of the work. The Contractor shall give in writing his requirement to the Engineer-in-Charge which shall be issued to him keeping in view the progress of work as assessed by the Engineer-in-Charge, in accordance with the agreed phased programme of work indicating monthly requirements of various materials. The</p>

25

160 Years of Engineering Excellence

<b>CLAUSES OF CONTRACT</b>	
----------------------------	---

contractor shall place his indent in writing for issue of such materials at least 7 days in advance of his requirement.

Such materials shall be supplied for the purpose of the contract only and the value of the materials so supplied at the rates specified in the aforesaid schedule shall be set off or deducted, as and when materials are consumed in items of work (including normal wastage) for which payment is being made to the contractor, from any sum then due or which may therefore become due to the contractor under the contract or otherwise or from the security deposit. At the time of submission of bills, the contractor shall certify that balance of materials supplied is available at site in original good condition.

The contractor shall submit along with every running bill (on account or interim bill) materialwise reconciliation statements supported by complete calculations reconciling total issue, total consumption and certified balance (diameter/section-wise in the case of steel) and resulting variations and reasons therefore. Engineer-in-Charge shall (whose decision shall be final and binding on the contractor) be within his rights to follow the procedure of recovery in clause 42 at any stage of the work if reconciliation is not found to be satisfactory.

The contractor shall bear the cost of getting the material issued, loading, transporting to site, unloading, storing under cover as required, cutting assembling and joining the several parts together as necessary. Notwithstanding anything to the contrary contained in any other clause of the contract and (or the CPWA Code) all stores/materials so supplied to the contractor or procured with the assistance of the Government shall remain the absolute property of Government and the contractor shall be the trustee of the stores/materials, and the said stores/materials shall not be removed/disposed off from the site of the work on any account and shall be at all times open to inspection by the Engineer-in-Charge or his authorized agent. Any such stores/materials remaining unused shall be returned to the Engineer-in-Charge in as good a condition in which they were originally supplied at a place directed by him, at a place of issue or any other place specified by him as he shall require, but in case it is decided not to take back the stores/materials the contractor shall have no claim for compensation on any account of such stores/materials so supplied to him as aforesaid and not used by him or for any wastage in or damage to in such stores/materials.

On being required to return the stores/materials, the contractor shall hand over the stores/materials on being paid or credited such price as the Engineer-in-Charge shall determine, having due regard to the condition of the stores/materials. The price allowed for credit to the contractor, however, shall be at the prevailing market rate not exceeding the amount charged to him, excluding the storage charges, if any. The decision of the Engineer-in-Charge shall be final and conclusive. In the event of breach of the aforesaid condition, the contractor shall in addition to throwing himself open to account for contravention of the terms of the licences or permit and/or for criminal breach of trust, be liable to Government for all advantages or profits resulting or which in the usual course would have resulted to him by reason of such breach. Provided that the contractor shall in no case be entitled to any compensation or damages on account of any delay in supply or non-supply thereof all or any such materials and stores provided further that the contractor shall be bound to execute the entire work if the materials are supplied by the Government within the original scheduled time for completion of the work plus 50% thereof or schedule time plus 6 months whichever is more if the time of completion of work exceeds 12 months, but if a part of the materials only has been supplied within the aforesaid period, then the contractor shall be bound to do so much of the work as may be possible with the materials and stores supplied in the aforesaid period. For the completion of the rest of the work, the contractor shall be entitled to such extension of time as may be determined by the Engineer-in-Charge whose decision in this regard shall be final and binding on the contractor.

The contractor shall see that only the required quantities of materials are got issued. Any

**CLAUSES OF CONTRACT**



such material remaining unused and in perfectly good/original condition at the time of completion or determination of the contract shall be returned to the Engineer-in-Charge at the stores from which it was issued or at a place directed by him by a notice in writing. The contractor shall not be entitled for loading, transporting, unloading and stacking of such unused material except for the extra lead, if any involved, beyond the original place of issue.

**Materials to be provided by the Contractor**

**CLAUSE 10A**

The contractor shall, at his own expense, provide all materials, required for the works other than those which are stipulated to be supplied by the Government.

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 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 risk and 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 risk and 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 and cost of testing unless specifically provided for otherwise elsewhere in the contract or specifications. The Engineer-in-Charge or his authorized representative shall at all times have access to the works and to all workshops and places where work 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 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 Non-perishable Materials**

**CLAUSE 10B**

(i) The contractor, on signing an indenture in the form in Annexure XVIII by the Engineer-in-Charge, shall be entitled to be paid during the progress of the execution of the work up to

## CLAUSES OF CONTRACT



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 etc.

### Mobilisation Advance

- (i) Mobilization advance not exceeding 10% of the tendered value may be given, if requested by the contractor in writing within one month of the order to commence the work. Such advance shall be 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 to the entire satisfaction of the Engineer-in-Charge.

Before any installment of advance is released, the contractor shall execute a Bank Guarantee Bonds not more than 6 in number from Scheduled 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 Scheduled Bank 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.


Provided always that provision of Clause 10 B (ii) shall be applicable only when so provided in 'Schedule F'.

### Plant Machinery & Shuttering Material Advance

- (ii) An advance for plant, machinery & shuttering material required for the work and brought to site by the Contractor may be given if requested by the contractor in writing within one month of bringing such plant and machinery to site. Such advance shall be given on such plant and machinery which in the opinion of the Engineer-in-Charge will add to the expeditious execution of work and improve the quality of work. The amount of advance shall be restricted to 5% percent of the tender value. In the case of new plant and equipment to be purchased for the work, the advance shall be restricted to 90% of the price of such new plant and equipment paid by the contractor for which the contractor shall produce evidence satisfactory to the Engineer-in-Charge. In the case of second hand and used plants and equipment, the amount of such advance shall be limited to 50% of the depreciated value of plant and equipment as may be decided by the Engineer-in-Charge. The contractor shall, if so required by the Engineer-in-Charge, submit the statement of value of such old plant and equipment duly approved by a Registered Valuer recognized by the Central Board of Direct Taxes under the Income- Tax Act, 1961. No such advance shall be paid on any plant and equipment of perishable nature and on any plant and equipment of a value less than Rs. 50,000/- Seventy five per cent of such amount of advance shall be paid after the plant & equipment is brought to site and balance twenty five percent on successfully commissioning the same.

Leasing of equipment shall be considered at par with purchase of equipment and shall be covered by tripartite agreement with the following:



CLAUSES OF CONTRACT	
Interest & Recovery	<ol style="list-style-type: none"> <li>1. Leasing company which gives certificate of agreeing to lease equipment to the contractor.</li> <li>2. Engineer in Charge, and</li> <li>3. The contractor.</li> </ol> <p>This advance shall further be subject to the condition that such plant and equipment (a) are considered by the Engineer-in-Charge to be necessary for the works; (b) and are in working order and are maintained in working order; (c) hypothecated to the Government as specified by the Engineer-in-Charge before the payment of advance is released. The contractor shall not be permitted to remove from the site such hypothecated plant and equipment without the prior written permission of the Engineer-in-Charge. The contractor shall be responsible for maintaining such plant and equipment in good working order during the entire period of hypothecation failing which such advance shall be entirely recovered in lump sum. For this purpose, steel scaffolding and form work shall be treated as plant and equipment.</p> <p>The contractor shall insure the Plant and Machinery for which mobilization advance is sought and given, for a sum sufficient to provide for their replacement at site. Any amounts not recovered from the insurer will be borne by the contractor.</p> <p>(iv) The mobilization advance and plant and machinery advance in (ii) &amp; (iii) above bear simple interest at the rate of 10 per cent 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 per cent 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 per cent 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.</p> <p>(v) If the circumstances are considered reasonable by the Engineer-in-Charge, the period mentioned in (ii) and (iii) for request by the contractor in writing for grant of mobilization advance and plant and equipment advance may be extended in the discretion of the Engineer-in-Charge.</p>
Payment on Account of Increase in Prices/Wages due to Statutory Order(s)	<p><b>CLAUSE 10C</b></p> <p>If after submission of the tender, if the price of any material incorporated in the work (excluding the material covered under clause 10 CA and not been a material supply for a Engineer in charge's store in accordance with clause 10 therefore )and/ or wages of labour increases as a direct result of the coming into force of any fresh law or statutory rule or order (but not due to any variation of rate in GST applicable on such material(s) being considered under this clause) beyond the prices/wages prevailing at the time of the last stipulated date of receipt of tenders including extensions, if any, for the work during contract period including the justified period extended under the provisions of clause 5 of the contract without any action under clause 2, then the amount of the contract shall accordingly be varied.</p> <p>If after submission of the tender, the price of any material incorporated in the works (excluding the materials covered under Clause 10CA and not being a material supplied from the Engineer-in-Charge's stores in accordance with Clause 10 thereof) and/or wages of labour as prevailing at the time of last stipulated date of receipt of tender including extensions, if any, is decreased as a direct result of the coming into force of any fresh law or statutory rules or order (but not due to any changes of rate in sales tax/VAT, Central/State Excise/Custom Duty), Government shall in respect of materials incorporated in the works (excluding the materials covered under</p>

Name of Work: Work services for Certain Infrastructure for MLH upgrade at AFS, Hindan Ghaziabad dg 2019-20. (SH: Providing comprehensive consultancy complete Architectural, Structural Design and all related Electrical and mechanical works).  
NIT No:- 156/EE/GCD/2019-20

## CLAUSES OF CONTRACT



Clause 10CA and not being material supplied from the Engineer-in-Charge's stores in accordance with Clause 10 hereof) and/or labour engaged on the execution of the work after the date of coming into force of such law statutory rule or order be entitled to deduct from the dues of the contractor, such amount as shall be equivalent to the difference between the prices of the materials and/or wages as prevailed at the time of the last stipulated date for receipt of tenders including extensions if any for the work and the prices of materials and/or wages of labour on the coming into force of such law, statutory rule or order. This will be applicable for the contract period including the justified period extended under the provisions of clause 5 of the contract without any action under clause 2.

Engineer-in-Charge shall call books of account and other relevant documents from the contractor to satisfy himself about reasonability of increase in prices of materials and wages.

The contractor shall, within a reasonable time of his becoming aware of any alteration in the price of any such materials and/or wages of labour, give notice thereof to the Engineer-in-Charge stating that the same is given pursuant to this condition together with all information relating thereto which he may be in position to supply.

For this purpose, the labour component of 85% of the value of the work executed during period under consideration shall not exceed the percentage as specified in Schedule F, of the value of work done during that period and the increase/decrease in labour shall be considered on the minimum daily wages in rupees of any unskilled mazdoor, fixed under any law, statutory rule or order. The cost of work for which escalation is applicable (W) is same as cost of work done worked out as indicated in sub-para (ii) of clause 10 CC except the amount of full assessed value of secured Advance.

### CLAUSE 10 CA

Payment due to variation in prices of materials after receipt of tender

If after submission of the tender, the price of materials specified in Schedule F increases/decreases beyond the base price(s) as indicated in Schedule F for the work, then the amount of the contract shall accordingly be varied and provided further that any such variations shall be effected for stipulated period of Contract including the justified period extended under the provisions of Clause 5 of the Contract without any action under Clause 2.

However for work done/during the justified period extended as above, it will be limited to indices prevailing at the time of updated stipulated date of completion considering the effect of extra work (extra time to be calculated on pro-rata basis only as cost of extra work x stipulated period/tendered cost).

The increase/decrease in prices of cement, steel reinforcement, structural steel and POL shall be determined by the Price indices issued by the Director General, CPWD. For other items provided in the Schedule 'F', this shall be determined by the All India Wholesale Price Indices of materials as published by Economic Advisor to Government of India, Ministry of Commerce and Industry. Base price for cement, steel reinforcement, structural steel and POL shall be as issued under the authority of Director General CPWD applicable for Delhi including Noida, Gurgaon, Faridabad & Ghaziabad and for other places as issued under the authority of Zonal Chief Engineer, CPWD and base price of other materials issued by concerned Zonal chief Engineer and as indicated in Schedule 'F'. In case, price index of a particular material is not issued by Ministry of Commerce and Industry, then the price index of nearest similar material as indicated in Schedule 'F' shall be followed.

The amount of the contract shall accordingly be varied for all such materials and will be worked out as per the formula given below for individual material:-

Adjustment for component of individual material

$$V = P \times Q \times \frac{C_1 - C_0}{C_0}$$


where,

30

160 Years of Engineering Excellence

CPWD

Name of Work: Work services for Certain Infrastructure for MLH upgrade at AFS, Hindan Ghaziabad dg 2019-20. (SH: Providing comprehensive consultancy complete Architectural, Structural Design and all related Electrical and mechanical works).  
NIT No:- 156/EE/GCD/2019-20

CLAUSES OF CONTRACT	
<p>V = Variation in material cost i.e. increase or decrease in the amount of rupees to be paid or recovered.</p>	
<p>P = Base Price of material as issued under authority of DG, CPWD or concerned Zonal Chief Engineer and as indicated in Schedule "F".</p>	
<p>For Projects and Original Works</p>	
<p>Q = Quantity of material brought at site for bonafide use in the works since previous bill excluding any such quantity consumed in the deviated quantity of items beyond deviation limit and extra /substituted item, paid/to be paid at rates derived on the basis of market rate under clause 12.2.</p>	
<p>For Maintenance Works</p>	
<p>Q = Quantity of material brought at site for bonafide use in the works since previous bill including any such quantity consumed in the deviated quantity of items beyond deviation limit paid at agreement rate and extra /substituted item being scheduled items, but excluding non schedule extra /substituted item paid/to be paid at market rate under clause 12.2.</p>	
<p>CIo = Price index for cement, steel reinforcement bars structural steel and POL as issued by the DG, CPWD and corresponding to the time of base price of respective material indicated in Schedule 'F'. For other items, if any, provided in Schedule 'F', All India Wholesale Price Index for the material as published by the Economic Advisor to Government of India, Ministry of Industry and Commerce and corresponding to the time of base price of respective material indicated in Schedule 'F'.</p>	
<p>CI = Price Index for cement, steel reinforcement bars, structural steel and POL as issued under the authority of DG, CPWD for period under consideration. For other items, if any, provided in Schedule 'F', All India Wholesale Price Index for the material for period under consideration as published by Economic Advisor to Government of India, Ministry of Industry and Commerce.</p>	
<p>Note: (i) In respect of the justified period extended under the provisions of clause 5 of the contract without any action under clause 2, the index prevailing at the time of updated stipulated date of completion considering the effect of extra work (extra time to be calculated on prorata basis only as cost of extra work x stipulated period/ tendered cost) shall be considered.</p>	
<p>Provided always that provisions of the preceding Clause 10 C shall not be applicable in respect of Materials covered in this Clause.</p>	
<p>(i) If during progress of work or at the time of completion of work, it is noticed that any material brought at site is in excess of requirement, then amount of escalation if paid earlier on such excess quantity of material shall be recovered on the basis of cost indices as applied at the time of payment of escalation or as prevailing at the time of effecting recovery, whichever is higher.</p>	
<p>(ii) Cement mentioned wherever in this clause includes Cement component used in RMC brought at site from outside approved RMC plants, if any.</p>	
<p>(iv) The date wise record of ready mix concrete shall be kept in a register and the cement consumption for the same shall be calculated accordingly.</p>	



Name of Work: Work services for Certain Infrastructure for MLH upgrade at AFS, Hindan Ghaziabad dg 2019-20. (SH: Providing comprehensive consultancy complete Architectural, Structural Design and all related Electrical and mechanical works).  
NIT No:- 156/EE/GCD/2019-20

## CLAUSES OF CONTRACT



worked as per the formula given below:-

Adjustment for civil component (except cement, structural steel, reinforcement bars, POL and other materials covered under clause 10CA) / electrical component of construction 'Materials'

$$V_m = W \times \frac{X_m}{100} \times \frac{M_i - M_{i_0}}{M_{i_0}}$$

$V_m$  = Variation in material cost i.e. increase or decrease in the amount in rupees to be paid or recovered.

$W$  = Cost of Work done worked out as indicated in sub-para (ii) of Clause 10CC.

$X_m$  = Component of 'materials' (except cement, structural steel, reinforcement bars POL and other materials covered under clause 10CA) expressed as percent of the total value of work.

$M_i$  = All India Wholesale Price Index for civil component/electrical component\* of construction material as worked out on the basis of All India Wholesale Price Index for Individual Commodities/ Group Items for the period under consideration as published by Economic Advisor to Govt. of India, Ministry of Industry & Commerce and applying weightages to the Individual Commodities/Group Items. (In respect of the justified period extended under the provisions of clause 5 of the contract without any action under clause 2, the index prevailing at the time of updated stipulated date of completion considering the effect of extra work (extra time to be calculated on prorata basis only as cost of extra work x stipulated period/ tendered cost, shall be considered.)

$M_{i_0}$  = All India Wholesale Price Index for civil component/electrical component\* of construction material as worked out on the basis of All India Wholesale Price Index for Individual Commodities/Group Items valid on the last stipulated date of receipt of tender including extension, if any, as published by the Economic Advisor to Govt. of India, Ministry of Industry & Commerce and applying weightages to the Individual Commodities/Group items.

\*Note: relevant component only will be applicable.

- (v) The following principles shall be followed while working out the indices mentioned in para (iv) above.
- The compensation for escalation shall be worked out at quarterly intervals and shall be with respect to the cost of work done as per bills paid during the three calendar months of the said quarter. The dates of preparation of bills as finally entered in the Measurement Book by the Assistant Engineer/ date of submission of bill finally by the contractor to the department in case of computerised measurement books shall be the guiding factor to decide the bills relevant to the quarterly interval. The first such payment shall be made at the end of three months after the month (excluding the month in which tender was accepted) and thereafter at three months' interval. At the time of completion of the work, the last period for payment might become less than 3 months, depending on the actual date of completion.
  - The index (M/FI etc.) relevant to any quarter/period for which such compensation is paid shall be the arithmetical average of the indices relevant to the three calendar months. If the period up to date of completion after the quarter covered by the last such installment of payment, is less than three months, the index MI and FI shall be the average of the indices for the months falling within that period.

CLAUSES OF CONTRACT



- (vi) The compensation for escalation for labour shall be worked out as per the formula given below:-

$$VL = W \times \frac{Y}{100} \times \frac{LI - LI_0}{LI_0}$$

VL : Variation in labour cost i.e. amount of increase or decrease in rupees to be paid or recovered.

W : Value of work done, worked out as indicated in sub-para (ii) above.

Y : Component of labour expressed as a percentage of the total value of the work.

LI : Minimum wage in rupees of an unskilled adult male mazdoor, fixed under any law, statutory rule or order as applicable on the last date of the quarter previous to the one under consideration. (In respect of the justified period extended under the provisions of clause 5 of the contract without any action under clause 2, the minimum wage prevailing on the last date of quarter previous to the quarter pertaining to updated stipulated date of Completion considering the effect of extra work (extra time to be calculated on prorata basis only as cost of extra work x stipulated period/ tendered cost, shall be considered.)

LI<sub>0</sub> : Minimum daily wage in rupees of an unskilled adult male mazdoor, fixed under any law, statutory rule or order as on the last stipulated date of receipt of tender including extension, if any.

- (vi) The following principles will be followed while working out the compensation as per sub-para (vi) above.
- The minimum wage of an unskilled mazdoor mentioned in sub-para (vi) above shall be the higher of the wage notified by Government of India, Ministry of Labour and that notified by the local administration both relevant to the place of work and the period of reckoning.
  - The escalation for labour also shall be paid at the same quarterly intervals when escalation due to increase in cost of materials is paid under this clause. If such revision of minimum wages takes place during any such quarterly intervals, the escalation compensation shall be payable at revised rates only for work done in subsequent quarters;
  - Irrespective of variations in minimum wages of any category of labour, for the purpose of this clause, the variation in the rate for an unskilled mazdoor alone shall form the basis for working out the escalation compensation payable on the labour component.
- (vii) In the event the price of materials and/or wages of labour required for execution of the work decrease/s, there shall be a downward adjustment of the cost of work so that such price of materials and/or wages of labour shall be deductible from the cost of work under this contract and in this regard the formula herein before stated under this Clause 10CC shall mutatis mutandis apply, provided that:
- no such adjustment for the decrease in the price of materials and/or wages of labour aforementioned would be made in case of contracts in which the stipulated period of completion of the work is equal to or less than the time as specified in Schedule 'F'.
  - the Engineer-in-Charge shall otherwise be entitled to lay down the procedure by which the provision of this sub-clause shall be implemented from time to time and the decision of the Engineer-in-Charge in this behalf shall be final and binding on the contractor.

Name of Work: Work services for Certain Infrastructure for MLH upgrade at AFS, Hindan Ghaziabad dg 2019-20. (SH: Providing comprehensive consultancy complete Architectural, Structural Design and all related Electrical and mechanical works).  
NIT No:- 156/EE/GCD/2019-20

**CLAUSES OF CONTRACT**



(ix) Provided always that:-

- (a) Where provisions of clause 10CC are applicable, provisions of clause 10C will not be applicable but provisions of clause 10CA will be applicable.
- (b) Where provisions of clause 10CC are not applicable, provisions of clause 10C and 10CA will become applicable.

**Note: Updated stipulated date of completion (period of completion plus extra time for extra work for compensation under clause 10C, 10CA and 10CC**  
The factor of 1.25 taken into account for calculating the extra time under clause 12.1 for extra time shall not be considered while calculating the updated stipulated date of completion for this purpose in clause 10C, clause 10CA, and clause 10CC.

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.

Work to be Executed in Accordance with Specifications, Drawings, 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

**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 upgradation, aesthetic, special repair, addition/ alteration shall 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 Chief Engineer 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.

35

160 Years of Engineering Excellence



**CLAUSES OF CONTRACT**



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.

**Deviation, Extra Items and Pricing**

**A. For Project and original works:**

In the case of extra item(s) (items that are completely new, and are in addition to the items contained in the contract), the contractor may within fifteen days of receipt of order or occurrence of the item(s) claim rates, supported by proper analysis, which shall include invoices, vouchers etc. and Manufacturer's specification for the work failing which the rate approved later by the Engineer-in-charge shall be binding and the Engineer-in-Charge shall within prescribed time limit of the receipt of the claims supported by analysis, after giving consideration to the analysis of the rates 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, failing which it will be deemed to have been approved.

**B. For Maintenance works including works of upgradation, aesthetic, special repair, addition/ alteration:**

In the case of Extra Item(s) being the schedule items (Delhi Schedule of Rates items), these shall be paid as per the schedule rate plus cost index (at the time of tender) plus/minus percentage above/ below quoted contract amount.

Payment of Extra items in case of non-schedule items (Non-DSR items) shall be made as per the prevailing market rate.

**Deviation, Substituted Items, Pricing**

**A. For Project and original works:**


In the case of substituted items (items that are taken up with partial substitution or in lieu of items of work in the contract), the rate for the agreement item (to be substituted) and substituted item shall also be determined in the manner as mentioned in the following para.

- (a) If the market rate for the substituted item so determined is more than the market rate of the agreement item (to be substituted), the rate payable to the contractor for the substituted item shall be the rate for the agreement item (to be substituted) so increased to the extent of the difference between the market rates of substituted item and the agreement item (to be substituted).
- (b) If the market rate for the substituted item so determined is less than the market rate of the agreement item (to be substituted), the rate payable to the contractor for the substituted item shall be the rate for the agreement item (to be substituted) so decreased to the extent of the difference between the market rates of substituted item and the agreement item (to be substituted).

**B. For Maintenance works including works of upgradation, aesthetic, special repair, addition/ alteration:**

In the case of substitute Item(s) being the schedule items (Delhi Schedule of Rates items), these shall be paid as per the schedule rate plus cost index (at the time of tender) plus/minus percentage above/ below quoted contract amount. Payment of substitute items in case of non-schedule items (Non-DSR items) shall be made as per the prevailing market rate.



<b>CLAUSES OF CONTRACT</b>	
----------------------------	---

**Deviation, Deviated Quantities, Pricing**

**A. For Project and original works:**  
 In the case of contract items, substituted items, contract cum substituted items, which exceed the limits laid down in schedule F, the contractor may within fifteen days of receipt of order or occurrence of the excess, claim revision of the rates, supported by proper analysis for the work in excess of the above mentioned limits, provided that if the rates so claimed are in excess of the rates specified in the schedule of quantities, the Engineer-in-Charge shall within prescribed time limit of receipt of the claims supported by analysis, after giving consideration to the analysis of the rates 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.

**B. For Maintenance works including works of upgradation, aesthetic, special repair, addition/ alteration:**  
 In the case of contract items, which exceed the limits laid down in schedule F, the contractor shall be paid rates specified in the schedule of quantities.  
 The prescribed time limits for finalising rates for Extra Item(s), Substitute Item(s) and Deviated Quantities of contract items is within 30 days after submission of proposal by the contractor without observation of the Engineer-in-Charge.


**A. For Project and original works:**  
 The provisions of the preceding paragraph shall also apply to the decrease in the rates of items for the work in excess of the limits laid down in Schedule F, and the Engineer-in-Charge shall after giving notice to the contractor within one month of occurrence of the excess and after taking into consideration any reply received from him within fifteen days of the receipt of the notice, revise the rates for the work in question within one month of the expiry of the said period of fifteen days having regard to the market rates.

**B. For Maintenance works including works of upgradation, aesthetic, special repair, addition/ alteration:**  
 In case of decrease in the rates prevailing in the market of items for the work in excess of the limits laid down in Schedule F, the Engineer-in-Charge shall after giving notice to the contractor within one month of occurrence of the excess and after taking into consideration any reply received from him within fifteen days of the receipt of the notice, revise the rates for the work in question within one month of the expiry of the said period of fifteen days having regard to the market rates.

The contractor shall send to the Engineer-in-Charge once every three months, an up to date account giving complete details of all claims for additional payments to which the contractor may consider himself entitled and of all additional work ordered by the Engineer-in-Charge which he has executed during the preceding quarter failing which the contractor shall be deemed to have waived his right. However, the Superintending Engineer may authorise consideration of such claims on merits.

For the purpose of operation of Schedule "F", the following works shall be treated as works relating to foundation unless & otherwise defined in the contract:

- (i) For Buildings : All works up to 1.2 metres above ground level or up to floor 1 level whichever is lower.
- (ii) For abutments, piers and well staining : All works up to 1.2 m above the bed level.
- (iii) For retaining walls, wing walls, compound walls, chimneys, over head reservoirs/ tanks and other elevated structures : All works up to 1.2 metres above the ground level.

**37**
160 Years of Engineering Excellence


Name of Work: Work services for Certain Infrastructure for MLH upgrade at AFS, Hindan Ghaziabad dg 2019-20. (SH: Providing comprehensive consultancy complete Architectural, Structural Design and all related Electrical and mechanical works).  
NIT No:- 156/EE/GCD/2019-20

## CLAUSES OF CONTRACT



(iv) For reservoirs/tanks (other than overhead reservoirs/tanks) : All works up to 1.2 metres above the ground level.

(v) For basement: All works up to 1.2 m above ground level or up to floor 1 level whichever is lower.

(vi) For Roads, all items of excavation and filling including treatment of sub base.

Any operation incidental to or necessarily has to be in contemplation of tenderer while filing, tender, or necessary for proper execution of the item included in the Schedule of quantities or in the schedule of rates mentioned above, whether or not, specifically indicated in the description of the item and the relevant specifications, shall be deemed to be included in the rates quoted by the tenderer or the rate given in the said schedule of rates, as the case may be. Nothing extra shall be admissible for such operations.

### CLAUSE 13

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

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) If any materials supplied by Government are rendered surplus, the same except normal wastage shall be returned by the contractor to Government at rates not exceeding those at which these were originally issued, less allowance for any deterioration or damage which may have been caused whilst the materials were in the custody of the contractor. In addition, cost of transporting such materials from site to Government stores, if so required by Government, shall be paid.
- (iv) 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.
- (v) 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.

CLAUSES OF CONTRACT



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 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.

Clause 14

Carrying out part work at risk & cost of contractor

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 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 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.

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. 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

CLAUSES OF CONTRACT	
---------------------	---

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.

#### CLAUSE 15

##### Suspension of Work

(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 sub-para (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

Name of Work: Work services for Certain Infrastructure for MLH upgrade at AFS, Hindan Ghaziabad dg 2019-20. (SH: Providing comprehensive consultancy complete Architectural, Structural Design and all related Electrical and mechanical works).  
NIT No:- 156/EE/GCD/2019-20

**CLAUSES OF CONTRACT**



contractor, if he intends to treat the suspension, where it affects 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.

**CLAUSE 15 A**

**Compensation in case of Delay of Supply of Material by Govt.**

The contractor shall not be entitled to claim any compensation from Government for the loss suffered by him on account of delay by Government in the supply of materials in schedule 'B' where such delay is covered by the difficulties relating to the supply of wagons, force majeure or any reasonable cause beyond the control of the Government.

This clause 15 A will not be applicable for works where no material is stipulated.


**CLAUSE 16**

**Action in case Work not done as per Specifications**

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

CLAUSES OF CONTRACT	
<p><b>Contractor Liable for Damages, defects during defect liability period</b></p>	<p>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.</p> <p><b>CLAUSE 17</b></p> <p>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 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.</p> <p>In case of Maintenance and Operation works of E&amp;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.</p>
<p><b>Contractor to Supply Tools &amp; Plants etc.</b></p>	<p><b>CLAUSE 18</b></p> <p>The contractor shall provide at his own cost all materials (except such special materials, if any, as may in accordance with the contract be supplied from the Engineer-in-Charge's stores), machinery, tools &amp; 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 portions thereof.</p>

Name of Work: Work services for Certain Infrastructure for MLH upgrade at AFS, Hindan Ghaziabad dg 2019-20. (SH: Providing comprehensive consultancy complete Architectural, Structural Design and all related Electrical and mechanical works).  
 NIT No:- 156/EE/GCD/2019-20

CLAUSES OF CONTRACT	
<p><b>Recovery of Compensation paid to Workmen</b></p>	<p><b>CLAUSE 18 A</b></p> <p>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.</p>
<p><b>Ensuring Payment and Amenities to Workers if Contractor fails</b></p>	<p><b>CLAUSE 18 B</b></p> <p>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 sub-section (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 giving to the Government full security for all costs for which Government might become liable in contesting such claim.</p>
<p><b>Labour Laws to be complied by the Contractor</b></p>	<p><b>CLAUSE 19</b></p> <p>The contractor shall obtain a valid licence under the Contract Labour (R&amp;A) Act, 1970, and the Contract Labour (Regulation and Abolition) Central Rules, 1971, before the commencement of the work, and continue to have a valid license until the completion of the work. <b>The contractor shall also comply with provisions of the Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979.</b></p> <p>The contractor shall also abide by the provisions of the Child Labour (Prohibition and Regulation) Act, 1986.</p> <p>The contractor shall also comply with the provisions of the building and other Construction Workers (Regulation of Employment &amp; Conditions of Service) Act, 1996 and the building and other Construction Workers Welfare Cess Act, 1996.</p> <p>Any failure to fulfil these requirements shall attract the penal provisions of this contract arising out of the resultant non-execution of the work.</p>
<p><b>Payment of Wages</b></p>	<p><b>CLAUSE 19A</b></p> <p>No labour below the age of fourteen years shall be employed on the work.</p> <p><b>CLAUSE 19 B</b></p> <p><b>Payment of wages:</b></p> <p>① 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</p>

CLAUSES OF CONTRACT



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.

- (i) 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.
- (ii) 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 wages 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-fulfilment 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 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 thereunder 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.



Name of Work: Work services for Certain Infrastructure for MLH upgrade at AFS, Hindan Ghaziabad dg 2019-20. (SH: Providing comprehensive consultancy complete Architectural, Structural Design and all related Electrical and mechanical works).  
NIT No:- 156/EE/GCD/2019-20

## CLAUSES OF CONTRACT



- (k) 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 19C

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 of Rs.200/- 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 fortnight 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 not exceeding Rs.200/- 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 19 F

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.

<b>CLAUSES OF CONTRACT</b>	
----------------------------	--



**3. Conditions for the grant of Maternity Leave:**

No maternity 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 19 G**

In the event of the contractor(s) committing a default or breach of any of the provisions of the Central Public Works Department, Contractor's Labour Regulations and Model Rules for the protection of health and sanitary arrangements for the workers as amended from time to time or furnishing any information or submitting or filing any statement under the provisions of the above Regulations and Rules which is materially incorrect, he/they shall, without prejudice to any other liability, pay to the Government a sum not exceeding Rs.200/- 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 per cent of the estimated cost of the work put to tender. The decision of the Engineer-in-Charge shall be final and binding on the parties.

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 to 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 19 H**

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.

**CLAUSES OF CONTRACT**



- (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 kutcha 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.
- (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, removed from jungle.
- (v) **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.

Name of Work: Work services for Certain Infrastructure for MLH upgrade at AFS, Hindan Ghaziabad dg 2019-20. (SH: Providing comprehensive consultancy complete Architectural, Structural Design and all related Electrical and mechanical works).  
NIT No:- 156/EE/GCD/2019-20

## CLAUSES OF CONTRACT



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. AE/JE will display a list of contractors working in the colony/Blocks on the notice board in the colony and also at the service centre, to apprise the residents about the same.

### CLAUSE 19J

It shall be the responsibility of the contractor to see that the building under construction is not occupied by any body unauthorizedly 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 whose decision shall be final both with regard to the justification and quantum and be binding on the contractor.

However, the Superintending Engineer, through a notice, may require the contractor to remove the illegal occupation any time on or before construction and delivery.

### CLAUSE 19K

#### Employment of skilled/semi skilled workers

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 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 of Rs. 100 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. 50 Crores, and upto Rs. 100 Crores, the contractor shall arrange on site training as per National Skill Development Corporation (NSDC) norms for at least 10% of the unskilled worker 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.

For work costing more than Rs. 100 Crores, and upto Rs. 100 Crores, the contractor shall arrange on site training as per National Skill Development Corporation (NSDC) norms for at least 10% of the unskilled worker 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.

### CLAUSE 19L

#### 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 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

#### Minimum Wages Act to be Complied with

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 thereunder and other labour laws affecting contract labour that may be brought into force from time to time.

Name of Work: Work services for Certain Infrastructure for MLH upgrade at AFS, Hindan Ghaziabad dg 2019-20. (SH: Providing comprehensive consultancy complete Architectural, Structural Design and all related Electrical and mechanical works).  
NIT No:- 156/EE/GCD/2019-20

CLAUSES OF CONTRACT	
Work not to be sublet. Action in case of insolvency	<p><b>CLAUSE 21</b></p> <p>The contract shall not be assigned or sublet without the written approval of the Engineer-in-Charge. 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.</p>
	<p><b>CLAUSE 22</b></p> <p>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.</p>
Changes in firm's Constitution to be intimated	<p><b>CLAUSE 23</b></p> <p>Where the contractor is a partnership firm, the previous approval in writing of the Engineer-in-Charge 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 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.</p>
	<p><b>CLAUSE 24</b></p> <p>All works to be executed under the contract shall be executed under the direction and subject to the approval in all respects of the Engineer-in-Charge who shall be entitled to direct at what point or points and in what manner they are to be commenced, and from time to time carried on.</p>
Settlement of Disputes & Arbitration	<p><b>CLAUSE 25</b></p> <p>Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications, design, drawings and instructions here-in before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter:</p> <p>Ⓐ If the contractor considers any work demanded of him to be outside the requirements of the contract, or disputes any drawings, record or decision given in writing by the Engineer-in-Charge or if the Engineer in Charge considers any act or decision of the contractor on any matter in connection with or arising out of the contract or carrying out of the work, to be unacceptable and is disputed, such party shall promptly within 15 days of the arising of the disputes request the Chief Engineer or where there is no Chief Engineer, the Additional Director General (CE/ADG) who shall refer the</p>

Name of Work: Work services for Certain Infrastructure for MLH upgrade at AFS, Hindan Ghaziabad dg 2019-20. (SH: Providing comprehensive consultancy complete Architectural, Structural Design and all related Electrical and mechanical works).  
NIT No:- 156/EE/GCD/2019-20

## CLAUSES OF CONTRACT



**disputes** to Dispute Redressal Committee (DRC) within 15 days along with a list of disputes with amounts claimed if any in respect of each such dispute. The Dispute Redressal Committee (DRC) shall give the opposing party two weeks for a written response, and, give its decision within a period of 60 days **extendable by 30 days by consent of both the parties** from the receipt of **reference from CE/ADG**. The constitution of Dispute Redressal Committee (DRC) shall be as indicated in Schedule 'F'. Provided that no party shall be represented before the Dispute Redressal Committee by an advocate/legal counsel etc.

If the Dispute Redressal Committee (DRC) fails to give its decision within the aforesaid period or any party is dissatisfied with the decision of Dispute Redressal Committee (DRC) or expiry of time limit given above, then either party may within a period of 30 days from the receipt of the decision of Dispute Redressal Committee (DRC), give notice to the Chief Engineer, CPWD, in charge of the work or if there be no Chief Engineer, the Additional Director General of the concerned region of CPWD or if there be no Additional Director General, the Director General, CPWD (CE/ADG/DG) for appointment of arbitrator on prescribed proforma as per Appendix XV under intimation to the other party.

It is a term of contract that each party invoking arbitration must exhaust the aforesaid mechanism of settlement of claims/disputes prior to invoking arbitration.

The CE/ADG/DG shall in such case appoint the sole arbitrator or one of the three arbitrators as the case may be within 30 days of receipt of such a request and refer such disputes to arbitration. Wherever the Arbitral Tribunal consists of three Arbitrators, the contractor shall appoint one arbitrator within 30 days of making request for arbitration or of receipt of request by Engineer-in-charge to CE/ADG/DG for appointment of arbitrator, as the case may be, and two appointed arbitrators shall appoint the third arbitrator who shall act as the Presiding Arbitrator. In the event of

- a. A party fails to appoint the second Arbitrator, or
- b. The two appointed Arbitrators fail to appoint the Presiding Arbitrator, then

The Director General, CPWD shall appoint the second or Presiding Arbitrator as the case may be.

- i) Disputes or difference shall be referred for adjudication through arbitration by a Tribunal having sole arbitrator where Tendered amount is Rs. 100 Crore or less. Where Tendered Value is more than Rs. 100 Crore, Tribunal shall consist of three Arbitrators as above. The requirements of the Arbitration and Conciliation Act, 1996 (26 of 1996) and any further statutory modifications or re-enactment thereof and the rules made there under and for the time being in force shall be applicable.

It is a term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed, if any, in respect of each such dispute along with the notice for appointment of arbitrator and giving reference to the decision of the DRC.

It is also a term of this contract that any member of the Arbitration Tribunal shall be a Graduate Engineer with experience in handling public works engineering contracts at a level not lower than Chief Engineer (Joint Secretary level of Government of India). This shall be treated as a mandatory qualification to be appointed as arbitrator.

Parties, before or at the time of appointment of Arbitral Tribunal may agree in writing for fast track arbitration as per the Arbitration and Conciliation Act, 1996 (26 of 1996) as amended in 2015.

Subject to provision in the Arbitration and Conciliation Act, 1996 (26 of 1996) as amended

CLAUSES OF CONTRACT



in 2015 whereby the counter claims if any can be directly filed before the arbitrator without any requirement of reference by the appointing authority, the arbitrator shall adjudicate on only such disputes as are referred to him by the appointing authority and give separate award against each dispute and claim referred to him and in all cases where the total amount of the claims by any party exceeds Rs. 1,00,000/-, the arbitrator shall give reasons for the award.

It is also a term of the contract that if any fees are payable to the arbitrator, these shall be paid as per the Act.

The place of arbitration shall be as mentioned in Schedule F. In case there is no mention of place of arbitration, the arbitral tribunal shall determine the place of arbitration.

The venue of the arbitration shall be such place as may be fixed by the Arbitral Tribunal in consultation with both the parties. Failing any such agreement, then the Arbitral Tribunal shall decide the venue.

Contractor to indemnify Govt. against Patent Rights

CLAUSE 26

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 therefrom, 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 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, the Engineer-in-Charge or the Government shall be entitled to withhold the security deposit,

51

160 Years of Engineering Excellence



**CLAUSES OF CONTRACT**



if any, furnished as the case may be and also have a lien over the same pending finalisation 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.

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.

- (i) 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.

**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

Lien in respect  
of claims in  
other Contracts



**CLAUSES OF CONTRACT** 

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 30**

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.

**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.

**Unfiltered water supply**

**CLAUSE 31**

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.

**Departmental water supply, if available**

**CLAUSE 31 A**

Water if available may be supplied to the contractor by the department subject to the following conditions:-

Name of Work: Work services for Certain Infrastructure for MLH upgrade at AFS, Hindan Ghaziabad dg 2019-20. (SH: Providing comprehensive consultancy complete Architectural, Structural Design and all related Electrical and mechanical works).  
NIT No:- 156/EE/GCD/2019-20

## CLAUSES OF CONTRACT



- (i) The water charges @ 1 % shall be recovered on gross amount of the work done.
- (ii) The contractor(s) shall make his/their own arrangement of water connection and laying of pipelines from existing main of source of supply.
- (iii) The Department do not guarantee to maintain uninterrupted supply of water and it will be incumbent on the contractor(s) to make alternative arrangements for water at his/ their own cost in the event of any temporary break down in the Government water main so that the progress of his/their work is not held up for want of water. No claim of damage or refund of water charges will be entertained on account of such break down.

### CLAUSE 32

#### Alternate water arrangements

- (i) Where there is no piped water supply arrangement and the water is taken by the contractor from the wells or hand pump constructed by the Government, no charge shall be recovered from the contractor on that account. The contractor shall, however, draw water at such hours of the day that it does not interfere with the normal use for which the hand pumps and wells are intended. He will also be responsible for all damages and abnormal repairs arising out of his use, the cost of which shall be recoverable from him. The Engineer-in-Charge shall be the final authority to determine the cost recoverable from the contractor on this account and his decision shall be binding on the contractor.
- (ii) 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 damages to adjacent buildings, roads and service lines. He shall be responsible for any accidents or damages 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.

### CLAUSE 33

#### Return of Surplus materials

Notwithstanding anything contained to the contrary in this contract, where any materials for the execution of the contract are procured with the assistance of Government either by issue from Government stocks or purchase made under orders or permits or licences issued by Government, the contractor shall hold the said materials economically and solely for the purpose of the contract and not dispose of them without the written permission of the Government and return, if required by the Engineer-in-Charge, all surplus or unserviceable materials that may be left with him after the completion of the contract or at its termination for any reason whatsoever on being paid or credited such price as the Engineer-in-Charge shall determine having due regard to the condition of the materials. The price allowed to the contractor however shall not exceed the amount charged to him excluding the element of storage charges. The decision of the Engineer-in-Charge shall be final and conclusive. In the event of breach of the aforesaid condition, the contractor shall in addition to throwing himself open to action for contravention of the terms of the licence or permit and/or for criminal breach of trust, be liable to Government for all moneys, advantages or profits resulting or which in the usual course would have resulted to him by reason of such breach.

### CLAUSE 34

#### Hire of Plant & Machinery

- (i) 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 except for the Plant & Machinery listed in Schedule 'C' and stipulated for issue to the contractor. If the contractor requires any item of T&P on hire from the T&P available with the Government over and above the T&P stipulated for issue, the Government will, if such item is available, hire it

CLAUSES OF CONTRACT



to the contractor at rates to be agreed upon between him and the Engineer-in-Charge. In such a case, all the conditions hereunder for issue of T&P shall also be applicable to such T&P as is agreed to be issued.

- (i) Plant and Machinery when supplied on hire charges shown in Schedule 'C' shall be made over and taken back at the departmental equipment yard/shed shown in Schedule 'C' and the contractor shall bear the cost of carriage from the place of issue to the site of work and back. The contractor shall be responsible to return the plant and machinery with condition in which it was handed over to him, and he shall be responsible for all damage caused to the said plant and machinery at the site of work or elsewhere in operation and otherwise during transit including damage to or loss of plant and for all losses due to his failure to return the same soon after the completion of the work for which it was issued. The Divisional Engineer shall be the sole judge to determine the liability of the contractor and its extent in this regard and his decision shall be final and binding on the contractor.
- (ii) The plant and machinery as stipulated above will be issued as and when available and if required by the contractor. The contractor shall arrange his programme of work according to the availability of the plant and machinery and no claim, whatsoever, will be entertained from him for any delay in supply by the Department.
- (iii) The hire charges shall be recovered at the prescribed rates from and inclusive of the date the plant and machinery made over upto and inclusive of the date of the return in good order even though the same may not have been working for any cause except major breakdown due to no fault of the contractor or faulty use requiring more than three working days continuously (excluding intervening holidays and Sundays) for bringing the plant in order. The contractor shall immediately intimate in writing to the Engineer-in-Charge when any plant or machinery gets out of order requiring major repairs as aforesaid. The Engineer-in-Charge shall record the date and time of receipt of such intimation in the log sheet of the plant or machinery. Based on this, if the breakdown before lunch period or major breakdown will be computed considering half a day's breakdown on the day of complaint. If the breakdown occurs in the post lunch period of major breakdown will be computed starting from the next working day. In case of any dispute under this clause, the decision of the Superintending Engineer shall be final and binding on the contractor.
- (iv) The hire charges shown above are for each day of 8 hours (inclusive of the one hour lunch break) or part thereof.
- (v) Hire charges will include service of operating staff as required and also supply of lubricating oil and stores for cleaning purposes. Power fuel of approved type, firewood, kerosene oil etc. for running the plant and machinery and also the full time chowkidar for guarding the plant and machinery against any loss or damage shall be arranged by the contractor who shall be fully responsible for the safeguard and security of plant and machinery. The contractor shall on or before the supply of plant and machinery sign an agreement indemnifying the Department against any loss or damage caused to the plant and machinery either during transit or at site of work.
- (vi) Ordinarily, no plant and machinery shall work for more than 8 hours a day inclusive of one hour lunch break. In case of an urgent work however, the Engineer-in-Charge may, at his discretion, allow the plant and machinery to be worked for more than normal period of 8 hours a day. In that case, the hourly hire charges for overtime to be borne by the contractor shall be 50% more than the normal proportionate hourly charges (1/8th of the daily charges) subject to a minimum of half day's normal charges on any particular day. For working out hire charges for over time, a period of half an hour and above will be charged as one hour and a period of less than half an hour will be ignored.
- (vii) The contractor shall release the plant and machinery every seventh day for periodical

Name of Work: Work services for Certain Infrastructure for MLH upgrade at AFS, Hindan Ghaziabad dg 2019-20. (SH: Providing comprehensive consultancy complete Architectural, Structural Design and all related Electrical and mechanical works).  
NIT No:- 156/EE/GCD/2019-20

<b>CLAUSES OF CONTRACT</b>	
----------------------------	---

servicing and/or wash out which may take about three to four hours or more. Hire charges for full day shall be recovered from the contractor for the day of servicing/ wash out irrespective of the period employed in servicing.

- (k) The plant and machinery once issued to the contractor shall not be returned by him on account of lack of arrangements of labour and materials, etc. on his part, the same will be returned only when they are required for major repairs or when in the opinion of the Engineer-in-Charge, the work or a portion of work for which the same was issued is completed.
- (x) Log Book for recording the hours of daily work for each of the plant and machinery supplied to the contractor will be maintained by the Department and will be countersigned by the contractor or his authorized agent daily. In case the contractor contests the correctness of the entries and/or fails to sign the Log Book, the decision of the Engineer-in-Charge shall be final and binding on him. Hire charges will be calculated according to the entries in the Log Book and will be binding on the contractor. Recovery on account of hire charges for road rollers shall be made for the minimum number of days worked out on the assumption that a roller can consolidate per day and maximum quantity of materials or area surfacing as noted against each in the annexed statement (see attached annexure).
- (y) In the case of concrete mixers, the contractors shall arrange to get the hopper cleaned and the drum washed at the close of the work each day or each occasion.
  - (a) In case, rollers for consolidation are employed by the contractor himself, log book for such rollers shall be maintained in the same manner as is done in case of departmental rollers, maximum quantity of any items to be consolidated for each roller-day shall also be same as in Annexure to Clause 34(x). For less use of rollers, recovery for the less roller days shall be made at the stipulated issue rate.
- (z) The contractor shall be responsible to return the plant and machinery in the condition in which it was handed over to him and he shall be responsible for all damage caused to the said plant and machinery at the site of work or elsewhere in operation or otherwise or during transit including damage to or loss of parts, and for all losses due to his failure to return the same, soon after the completion of the work, for which it was issued. The Divisional Engineer shall be the sole judge to determine the liability of the contractor and its extent in this regard and his decision shall be final and binding on the contractor.
- (aa) The contractor will be exempted from levy of any hire charges for the number of days he is called upon in writing by the Engineer-in-Charge to suspend execution of the work, provided Government plant and machinery in question have, in fact, remained idle with the contractor because of the suspension
- (ab) In the event of the contractor not requiring any item of plant and machinery issued by Government though not stipulated for issue in Schedule 'C' any time after taking delivery at the place of issue, he may return it after two days written notice or at any time without notice if he agrees to pay hire charges for two additional days without, in any way, affecting the right of the Engineer-in-Charge to use the said plant and machinery during the said period of two days as he likes including hiring out to a third party.

**CLAUSE 35**

Condition relating to use of asphaltic materials

- (i) The contractor undertakes to make arrangement for the supervision of the work by the firm supplying the tar or bitumen used.
- (ii) The contractor shall collect the total quantity of tar or bitumen required for the work as

CLAUSES OF CONTRACT



per standard formula, before the process of painting is started and shall hypothecate it to the Engineer-in-Charge. If any bitumen or tar remains unused on completion of the work on account of lesser use of materials in actual execution for reasons other than authorized changes of specifications and abandonment of portion of work, a corresponding deduction equivalent to the cost of unused materials as determined by the Engineer-in-Charge shall be made and the material return to the contractors. Although the materials are hypothecated to Government, the contractor undertakes the responsibility for their proper watch, safe custody and protection against all risks. The materials shall not be removed from site of work without the consent of the Engineer-in-Charge in writing.

- (iii) The contractor shall be responsible for rectifying defects noticed within a year from the date of completion of the work and the portion of the security deposit relating to asphaltic work shall be refunded after the expiry of this period.

CLAUSE 36

Contractors Superintendence, Supervision, Technical Staff & Employees

Employment of Technical Staff and 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'. 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 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.

<b>CLAUSES OF CONTRACT</b>	
----------------------------	--



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) alongwith every on account bill final bill and shall produce evidence if at any time so required by the Engineer-in-Charge.

- (i) 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.

**CLAUSE 37**

Levy/Taxes payable by Contractor



- (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.

**CLAUSE 38**

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

- (i) All tendered rates shall be inclusive 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

CLAUSES OF CONTRACT	
	<p>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.</p> <p>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.</p> <p>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.</p> <p>(i) 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.</p> <p>(ii) The contractor shall, within a period of 30 days of the imposition of any such further 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.</p>
<p><b>Termination of Contract on death of contractor</b></p>	<p><b>CLAUSE 39</b></p> <p>Without prejudice to any of the rights or remedies under this contract, if the contractor dies, the Divisional Officer on behalf of the President of India shall have the option of terminating the contract without compensation to the contractor.</p>
<p><b>If relative working in CPWD then the contractor not allowed to tender</b></p>	<p><b>CLAUSE 40</b></p> <p>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 Urban Development. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of this Department. If however, the contractor is registered in any other department, he shall be debarred from tendering in CPWD for any breach of this condition.</p> <p>NOTE: By the term "near relatives" is meant wife, husband, parents and grand parents, children and grand children, brothers and sisters, uncles, aunts and cousins and their corresponding in-laws.</p>
<p><b>No Gazetted Engineer to work as Contractor within one year of retirement</b></p>	<p><b>CLAUSE 41</b></p> <p>No engineer of gazetted rank or other gazetted 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.</p>
<p><b>59</b></p>	<p>160 Years of Engineering Excellence</p> 

<b>CLAUSES OF CONTRACT</b>	
----------------------------	--

**CLAUSE 42**

**Return of material & recovery for excess material issued.**

- (i) After completion of the work and also at any intermediate stage in the event of non-reconciliation of materials issued, consumed and in balance - (see Clause 10), theoretical quantity of materials issued by the Government for use in the work shall be calculated on the basis and method given hereunder:-
- (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 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 issues 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.
- (ii) Over the theoretical quantities of materials so computed a variation shall be allowed as specified in Schedule 'F'. The difference in the net quantities of material actually issued to the contractor and the theoretical quantities including such authorized variation, if not returned by the contractor or if not fully reconciled to the satisfaction of the Engineer-in-Charge within fifteen days of the issue of written notice by the Engineer-in-Charge to this effect, shall be recovered at the rates specified in Schedule 'F', without prejudice to the provision of the relevant conditions regarding return of materials governing the contract. Decision of Engineer-in-Charge in regard to theoretical quantities of materials, which should have been actually used as per the Annexure of the standard schedule of rates and recovery at rates specified in Schedule 'F', shall be final & binding on the contractor.
- For non scheduled items, the decision of the Superintending Engineer regarding theoretical quantities of materials which should have been actually used, shall be final and binding on the contractor.
- (iii) 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.

**CLAUSE 43**

**Compensation during warlike situations**

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



**CLAUSES OF CONTRACT**



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 upto 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.5,000/- and by the Superintending Engineer 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. 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.

**CLAUSE 44**

**Apprentices Act provisions to be complied with**

The contractor shall comply with the provisions of the Apprentices Act, 1961 and the rules and orders issued thereunder 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.

**CLAUSE 45**

**Release of Security deposit after labour clearance**

Release of Security Deposit of the work shall not be refunded till the contractor produces a clearance certificate from the Labour Officer. As soon as the work is virtually complete, the contractor shall apply for the clearance certificate to the Labour Officer under intimation to the Engineer-in-Charge. The Engineer-in-Charge, on receipt of the said communication, shall write to the Labour Officer to intimate if any complaint is pending against the contractor in respect of the work. If no complaint is pending, on record till after 3 months after completion of the work and/or no communication is received from the Labour Officer to this effect till six months after the date of completion, it will be deemed to have received the clearance certificate and the Security Deposit will be released if otherwise due.

**NOTE:**

In case of difference or ambiguity in Hindi and English version, the English version will prevail.

Name of Work: Work services for Certain Infrastructure for MLH upgrade at AFS, Hindan Ghaziabad dg 2019-20. (SH: Providing comprehensive consultancy complete Architectural, Structural Design and all related Electrical and mechanical works).

NIT No:- 156/EE/GCD/2019-20



**CENTRAL PUBLIC WORKS DEPARTMENT**

**OFFICE MEMORANDUM**

No. DG/ CON/305

**ISSUED BY AUTHORITY OF DIRECTOR GENERAL, CPWD**

NIRMAN BHAWAN, NEW DELHI

DATED: 19.02.2019

**Subject:** Modification in General Conditions of Contract (GCC)-2014

The following provision of GCC- 2014 is amended as under :-

Existing Provision	Modified Provision
<p><b>Clause 5 Time and Extension for Delay</b> 5.2 If the work(s) be delayed by:- (i) to (viii)</p> <p>then upon the happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the Engineer-in-Charge for entry in the hindrance register (physical or web-based as prescribed in schedule F) but shall nevertheless use constantly his best endeavours to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer-in-Charge to proceed with the works.</p> <p>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.</p>	<p><b>Clause 5 Time and Extension for Delay</b> 5.2 If the work(s) be delayed by:- (i) to (viii) <b>No Change</b></p> <p>then upon the happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the Engineer-in-Charge but shall nevertheless use constantly his best endeavours to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer-in-Charge to proceed with the works.</p> <p>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.</p>

19/02/19  
Superintending Engineer (C&M)

Issued from file No. CSQ/CM/17(1)/2019  
e-file No. 9060093

1. All Spl. DGs, ADGs, CPWD, E-in-C, PWD, Delhi Govt. They are requested to endorse a copy of this O. M. to all CEs, SEs & EEs.

17/2/19  
EE (C&M)

17/2/19  
Executive Engineer (C&M)

Name of Work: Work services for Certain Infrastructure for MLH upgrade at AFS, Hindan Ghaziabad dg 2019-20. (SH: Providing comprehensive consultancy complete Architectural, Structural Design and all related Electrical and mechanical works).  
NIT No:- 156/EE/GCD/2019-20



**CENTRAL PUBLIC WORKS DEPARTMENT**

**OFFICE MEMORANDUM**

No. DG/ CON/306

ISSUED BY AUTHORITY OF DIRECTOR GENERAL, CPWD

NIRMAN BHAWAN, NEW DELHI

DATED: 04.10.2019

**Subject:** Modification in General Conditions of Contract(GCC)-2014

The following provisions of GCC- 2014 is amended:-

Existing Provision		Modified Provision	
<p><b>Clause 2 Compensation for Delay</b></p> <p>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 agreed compensation the amount calculated at the rates stipulated below as the authority specified in schedule 'F' may decide on the amount of 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. This will also apply to items or group of items for which a separate period of completion has been specified.</p>		<p><b>Clause 2 Compensation for Delay</b></p> <p>(i) <b>For Construction Works/EPC Projects</b></p> <p>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.</p>	
<p>i Compensation for delay of work</p>	<p>@ 1 % per month of delay to be computed on per daybasis</p>	<p>ii) Compensation for delay of work</p>	<p>With maximum rate @ 1% (one percent) 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.</p>
<p>Provided always that the total amount of compensation for delay to be paid under this Condition shall not exceed 10 % of the Tendered Value of work or of the Tendered Value of the Sectional part of work as mentioned in Schedule 'F' for which a separate period of completion is originally given.</p> <p>In case ..... Such delay.</p>		<p>Provided always that the total amount of compensation for delay to be paid under this condition shall not exceed 10 % (ten percent) of the <b>accepted</b> Tendered Value of work or of the <b>accepted</b> Tendered Value of the Sectional part of</p>	

Name of Work: Work services for Certain Infrastructure for MLH upgrade at AFS, Hindan Ghaziabad dg 2019-20. (SH: Providing comprehensive consultancy complete Architectural, Structural Design and all related Electrical and mechanical works).  
NIT No:- 156/EE/GCD/2019-20

<p>Provided* that ..... compensation under that clause. In case ..... of contract. The amount ..... be payable on such withheld amount.</p>	<p>work as mentioned in Schedule 'F' for which a separate period of completion is originally given. 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. Provided that ..... claim of compensation under that clause. In case ..... be decided after of determination of contract. The amount ..... whatsoever, shall be payable on such withheld amount.</p> <p><b>(ii) For Maintenance Works</b></p> <p>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.</p>
---	--

Name of Work: Work services for Certain Infrastructure for MLH upgrade at AFS, Hindan Ghaziabad dg 2019-20. (SH: Providing comprehensive consultancy complete Architectural, Structural Design and all related Electrical and mechanical works).  
NIT No:- 156/EE/GCD/2019-20

	<p>Compensation for delay of work</p> <p>(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. if scheduled completion of work is more than one year</p> <p>(ii) With maximum rate 1% (one percent) to 2% (two 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. if scheduled completion of work is more than six months and upto one year</p> <p>(iii) With maximum rate 2% (two percent) to 5% (five 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. if scheduled completion of work is up to six months</p> <p>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</p>
--	--

Name of Work: Work services for Certain Infrastructure for MLH upgrade at AFS, Hindan Ghaziabad dg 2019-20. (SH: Providing comprehensive consultancy complete Architectural, Structural Design and all related Electrical and mechanical works).  
 NIT No:- 156/EE/GCD/2019-20

	<p>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 ..... under that clause.                  In case action ..... be decided after of determination of contract.                  The amount ..... on such withheld amount.</p>
--	--



Superintending Engineer (C&M)

Issued from file No. CSQ/CM/17(1)/2019  
 e-file No. 9075023

1. All Spl. DGs, ADGs, CPWD, E-in-C, PWD, Delhi Govt. They are requested to endorse a copy of this O. M. to all CEs, SEs & EEs.



Executive Engineer ( C )

Name of Work: Work services for Certain Infrastructure for MLH upgrade at AFS, Hindan Ghaziabad dg 2019-20. (SH: Providing comprehensive consultancy complete Architectural, Structural Design and all related Electrical and mechanical works).  
NIT No:- 156/EE/GCD/2019-20



**CENTRAL PUBLIC WORKS DEPARTMENT**  
**OFFICE MEMORANDUM**  
No. DG/MAN/393

**ISSUED BY AUTHORITY OF DIRECTOR GENERAL, CPWD**

NIRMAN BHAWAN, NEW DELHI

DATED: 03.01.2020

**Subject:- Forfeiture of earnest money modification in CPWD Works Manual 2019 Para 5.1.7 & Annexure-21 (CPWD-6 for e-tendering).**

The following modification is made in CPWD Works Manual 2019 Para 5.1.7 & Annexure-21 (CPWD-6 for e-tendering).

Existing provision	Modified Provision
<p>5.1.7 Forfeiture of Earnest Money</p> <p>1. (i) If any tenderer with draws his tenders or makes any modifications in the terms &amp; condition of the tender which is not acceptable to the department within 7 days after opening of tender (excluding date of opening of tender) then the Government shall without prejudice to any other right or remedy, be at liberty to forfeit 50% of the earnest money absolutely..</p> <p>(ii) After 7 days of opening of tender the Government shall without prejudice to any other right or remedy, be at liberty to forfeit 100% of the earnest money absolutely.</p> <p>2. If contractor ..... any notice.</p> <p>3. In case ..... of the work.</p>	<p>5.1.7 Forfeiture of Earnest Money</p> <p>1. (i) If any tenderer withdraws his tender or makes any modification in the terms &amp; conditions of the tender which is not acceptable to the department within 7 days <b>after last date of submission of bids</b>, then the Government shall without prejudice to any other right or remedy, be at liberty to forfeit 50% of the earnest money <b>absolutely irrespective of letter of acceptance for the work is issued or not.</b></p> <p>(ii) If any tenderer withdraws his tender or makes any modification in the terms &amp; conditions of the tender which is not acceptable to the department <b>after expiry of 7 days after last date of submission of bids</b>, then the Government shall without prejudice to any other right or remedy, be at liberty to forfeit 100% of the earnest money <b>absolutely irrespective of letter of acceptance for the work is issued or not.</b></p> <p>2. No Change.</p> <p>3. No Change.</p>
<p><b>ANNEXURE- 21</b> <b>(Refer SOP No 4/8 &amp; 4/9)</b> <b>CPWD-6 FOR E- TENDERING</b></p>	<p><b>ANNEXURE- 21</b> <b>(Refer SOP No 4/8 &amp; 4/9)</b> <b>CPWD-6 FOR E- TENDERING</b></p>
<p>18. The bid for the works shall remain open for acceptance for a period of 30 (thirty) days from the date of opening of bids in case of single bid system and 75 (seventy five) days</p>	<p>18. The <b>bids</b> for the <b>work</b> shall remain open for acceptance for a period of 30 (thirty) days from the date of opening of bids in case of single bid</p>

*[Signature]*  
SECM

Name of Work: Work services for Certain Infrastructure for MLH upgrade at AFS, Hindan Ghaziabad dg 2019-20. (SH: Providing comprehensive consultancy complete Architectural, Structural Design and all related Electrical and mechanical works).

NIT No:- 156/EE/GCD/2019-20

from the date of opening of technical bid in case bids are invited on 2 or 3 bid system. Further

(i) If any tenderer with draws his tenders or makes any modifications in the terms & condition of the tender which is not acceptable to the department within 7 days after opening of tender (excluding date of opening of tender) then the Government shall without prejudice to any other right or remedy, be at liberty to forfeit 50% of the earnest money absolutely.

(ii) After 7 days of opening of tender the Government shall without prejudice to any other right or remedy, be at liberty to forfeit 100% of the earnest money absolutely.

(iii) The bidders shall not be allowed to participate in the rebidding process of the work.

system and 75 (seventy five) days from the date of opening of technical bids in case bids are invited in 2 or 3 bid system. Further

(i) If any tenderer withdraws his tender or makes any modification in the terms & conditions of the tender which is not acceptable to the department within 7 days **after last date of submission of bids**, then the Government shall without prejudice to any other right or remedy, be at liberty to forfeit 50% of the earnest money absolutely **irrespective of letter of acceptance for the work is issued or not.**

(ii) If any tenderer withdraws his tender or makes any modification in the terms & conditions of the tender which is not acceptable to the department **after expiry of 7 days after last date of submission of bids**, then the Government shall without prejudice to any other right or remedy, be at liberty to forfeit **100%** of the earnest money absolutely **irrespective of letter of acceptance for the work is issued or not.**


(iii) **In case of forfeiture of earnest money as prescribed in para (i) and (ii) above**, the bidders shall not be allowed to participate in the rebidding process of the same work.


This issues with the approval of DG, CPWD:

Issued from file No.CSQ/CM/16(1)/ 2020  
e-file No. 9078647

Copy to: -

All the officers of CPWD/PWD Delhi, through CPWD website for information and necessary action.

  
(V.P. Sahu) 03-01-2020  
Superintending Engineer(C&M)

  
03-01-2020  
Superintending Engineer(C&M)



Name of Work: Work services for Certain Infrastructure for MLH upgrade at AFS, Hindan Ghaziabad dg 2019-20. (SH: Providing comprehensive consultancy complete Architectural, Structural Design and all related Electrical and mechanical works).  
NIT No:- 156/EE/GCD/2019-20

EMD FOR E



**CENTRAL PUBLIC WORKS DEPARTMENT**  
**OFFICE MEMORANDUM**  
No. DG/ MAN/Misc/31

ISSUED BY AUTHORITY OF DIRECTOR GENERAL, CPWD

NIRMAN BHAWAN, NEW DELHI

DATED: 17.10.2019

**Subject: Regarding non- payment of extra item, substituted item and deviation item before sanction.**

It has been observed by the directorate that rates of extra item / substitute item and deviation are not finalized timely by the competent authority which results in undue benefit to contractors during arbitration cases.

Henceforth, it is mandatory to finalize the rates of extra item/ substitute item / deviation by the competent authority before execution of the same. No payment of extra item, substituted item and deviation should be made unless it is sanctioned by the competent authority.

This issue is with the approval of DG, CPWD.

Issued from file No.CSQ/CM/16 (1)/ 2019  
e-file no. 9076433

13.10.19  
Superintending Engineer (C&M)

Copy to:-

All the SDGs, all the ADGs, All the CEs CPWD/ E-in-C (PWD) GNCTD, through CPWD web site for compliance please.

Superintending Engineer (C&M)

Name of Work: Work services for Certain Infrastructure for MLH upgrade at AFS, Hindan Ghaziabad dg 2019-20. (SH: Providing comprehensive consultancy complete Architectural, Structural Design and all related Electrical and mechanical works).  
NIT No:- 156/EE/GCD/2019-20

<b>SCHEDULE OF QUANTITY</b>					
<b>Name of Work: Work services for Certain Infrastructure for MLH upgrade at AFS, Hindan Ghaziabad dg 2019-20. (SH: Providing comprehensive consultancy complete Architectural, Structural Design and all related Electrical and mechanical works).</b>					
<b>S. No</b>	<b>Description of Items</b>	<b>Qty</b>	<b>Unit</b>	<b>Rate</b>	<b>Amount</b>
1	Providing Consultancy for Architectural and structural design for Certain Infrastructure for MLH upgrade at AFS Hindan which includes Architectural and structural design philosophy, Architectural & structural design and preparation of working architectural and structural drawings with full detailing of all floors, toilets, W/S and S/I, sections elevations including structural members i.e. foundations, slab, columns, Lintel, chajjas, fins, facias and other as shown in architectural drawings complete. The consultancy shall be inclusive of design of electrical and mechanical systems i/c lighting, air conditioning works etc. 4 Nos. complete set of all as per requirement/as per direction of Engineer-in-charge. Architectural and structural drawings and soft copy of drawings and design calculations will be handed over to the department. The infrastructure has to be design for G+1 storey with total plinth area 555.0 sqm (approx.) and estimated cost of project is Rs. 3,50,32,769/- including civil and electrical work. The building will be designed as framed structure.	1.00	Each	350328.00	3,50,328.00
	Total =				3,50,328.00

Senior Draughtsman  
Ghaziabad Division,  
C.P.W.D., Air Force Station, Hindan  
Ghaziabad.

Executive Engineer,  
Ghaziabad Division,  
C.P.W.D., Air Force Station, Hindan  
Ghaziabad