

भारत सरकार GOVERNMENT OF INDIA
केन्द्रीय लोक निर्माण विभाग CENTRAL PUBLIC WORKS DEPARTMENT

1. भारत के राष्ट्रपति की ओर से निम्नलिखित कार्य के लिए केन्द्रीय लोक निर्माण विभाग के अनुमोदित एवं पात्र ठेकेदारों तथा उन ठेकेदारों से जो दूर संचार विभाग, एम.ई.एस., रेलवेज तथा _____ राज्य लोक निर्माण विभाग की समुचित सूची में हैं, प्रतिशत दर / मद दर निविदाएं आमंत्रित की जाती हैं।

Item rate / percentage rate tenders are invited on behalf of the President of India from approved and eligible contractors of C.P.W.D. and those of appropriate list of Deptt. of Telecommunications, M.E.S., Railways and State P.W.D., for the work of

- 1.1 कार्य की अनुमानित लागत रु _____ है। तथापि, यह अनुमानित लागत मोटे तौर पर एक मार्ग निर्देश मात्र है।

The work is estimated to cost **₹5,83,455.00** this estimate, however, is given merely as a rough guide.

- 1.1.1 मिश्रित लागत वाली निविदा आमंत्रण सूचना को अनुमोदित करने वाला तथा मुख्य डिसिप्लिन का सक्षम प्राधिकारी, निविदाएं मंगवाने के लिए निविदा आमंत्रण सूचना का समेकन करेगा और वह उस मंडल को भी नामित करेगा जो निविदाएं आमंत्रित करने से संबंधित सभी मामलों को डील करेगा। मिश्रित निविदा के मिश्रित अनुमान की लागत को दर्शाने के साथ-साथ प्रत्येक घटक की अलग अलग अनुमानित लागत का उल्लेख भी किया जाए। निविदादाता की पात्रता, विभिन्न घटकों की लागत को मिलाकर मिश्रित अनुमानित लागत के अनुरूप होगी।

The authority competent to approve NIT for the combined cost and belonging to the major discipline will consolidate NITs for calling the tenders. He will also nominate Division, which will deal with all matters relating to the invitation of tenders.

For composite tender, besides indicating the combined estimate cost put to tender, should clearly indicate the estimated cost of each component separately. The eligibility of tenderer will correspond to the combined estimated cost of different components put to tender.

- 1.2 निविदाएं केन्द्रीय लोक निर्माण विभाग के पात्र ठेकेदारों के साथ-साथ गैर-केन्द्रीय लोक निर्माण विभाग के ठेकेदारों को भी जारी की जाएंगी, बशर्ते, वे समुचित प्राधिकारी से नीचे विनिर्दिष्ट परिमाण वाले समरूप कार्यों को संतोषजनक ढंग से पूरा किए जाने संबंधी निश्चित प्रमाण प्रस्तुत करें जो सक्षम प्राधिकारी की संतुष्टी के अनुसार हों।

Tenders will be issued to eligible C.P.W.D. as well as non C.P.W.D. contractors provided they produce definite proof from the appropriate authority, which shall be to the satisfaction of the competent authority, of having satisfactorily completed similar works of magnitude specified below: -

निविदा सगजाद जारी करने हेतु पात्रता का मापदण्ड Criteria of eligibility for issue of tender documents

- 1.3 केवल गैर केन्द्रीय लोक निर्माण विभाग के ठेकेदारों के लिए शर्तें Conditions for non CPWD Contractors only.

- 1.3.1 रु. 25 लाख से ऊपर किन्तु रु. दो करोड़ तककी अनुमानित लागत वाले कार्यों के लिए। पिछले 5 वर्षों के दौरान कम से कम रु. _____ लाख प्रत्येककी लागत वाले तीन समरूप कार्य
For works estimated to cost above Rs. 25 Lakh but upto Rs.2 Crore. Three similar works each costing not less than ₹ **233382/-** during last 5 years.

- 1.3.2 रु. 2 करोड़ से अधिक किन्तु रु. 10 करोड़ तककी अनुमानित लागत वाले कार्यों के लिए। निविदाएं आमंत्रित किए जाने के माह के पूर्ववर्ती माह के अन्तिम दिन को समाप्त हुए विगत 7 वर्षों के दौरान अनुमानित लागत के 40 प्रतिशत मूल्य के तीन अलग अलग समरूप कार्य अथवा 50 प्रतिशत लागत के दो कार्य अथवा 80 प्रतिशत अनुमानित लागत वाला एक कार्य (निकटतम 10 लाख रु. तक पूर्णांक बनाया जाए)

For works estimated to cost above Rs. 2 Crore but upto Rs. 10 Crore

Three similar works each of value 40% of estimated cost or two works of 50% cost or one work of 80% estimated cost (rounded off to nearest Rs. 10 Lakh) in the last 7 years ending last day of the month previous to the one in which the tenders are invited.

टिप्पणी : के.लो.नि.वि. के श्रेणी-II के वे ठेकेदार भी पात्र होंगे जो ऊपर 1.3.2. में विनिर्दिष्ट मानदंडों को पूरा करते हैं।

Note: - Class-II contractors of CPWD shall also be eligible if they satisfy the criteria specified in 1.3.2 above

न्द्रीय लोक निर्माण विभाग के साथ-साथ गैर-केन्द्रीय लोक निर्माण विभाग के ठेकेदारों के लिए शर्तें :-
Conditions for CPWD as well as Non CPWD Contractors: -

1.4.1 10 करोड़ रुपये से अधिक की अनुमानित लागत वाले कर्षों के लिए।

निविदाएं आमंत्रित किए जाने के माह के पूर्ववर्ती माह के अन्तिम दिन को समाप्त हुए विगत 7 वर्षों के दौरान अनुमानित लागत के 60 प्रतिशत मूल्य के दो अलग अलग समरूप कर्ष अथवा एक समरूप कर्ष जिसकी लागत अनुमानित लागत से कम न हो (निकटतम 10 लाख रु. तक पूर्णक बनाया जाए)

For works estimated to cost above Rs. 10 Crore

Two similar works each of value of 60% of the estimated cost or one similar work costing not less than the estimated cost (rounded off to nearest Rs. 10 Lakh) in the last 7 years ending last day of the month previous to the one in which the tenders are invited.

इस खण्ड के उद्देश्य के लिए समरूप कर्ष का अर्थ है _____ के कर्ष
For the purpose of this clause 'similar work' means the works of _____

2. सफल निविदाकर्षों के साथ निर्धारित प्रपत्र सं के.ल.नि.वि.7/8 पर जो कि भारत सरकार के प्रकाशन के रूप में उपलब्ध है, किराया देना जाएगा, निविदाकर्ष उक्त प्रपत्र के विभिन्न निबंधन एवं शर्तों अनुसार अपनी दरें बताएगा।

Agreement shall be drawn with the successful tenderer on prescribed Form No.C.P.W.D.7/8, which is available as a Govt. of India Publication. Tenderer shall quote his rates as per various terms and conditions of the said from which will form part of the agreement.

3. निर्माण कर्ष पूरा करने के लिए अनुमत्या समय _____ कर्ष प्रारंभ करने के लिखित आदेश की तिथि के बाद के _____ वें दिन से अथवा निविदा कगजाद में सूचित चरणों, यदि कोई हों, के अनुसार, कर्षस्थल सौंपे जाने के प्रथम दिन से, जो भी बाद में हों, होंगा।

The time allowed for carrying out the work will be from the 15th day after the date of written orders to commence the work or from the first date of handing over of the site, whichever is later, in accordance with the phasing, if any, indicated in the tender documents.

4. कर्ष हेतु कर्ष स्थल उपलब्ध है। The site for the work is available.

अथवा OR

कर्ष हेतु कर्ष स्थल नीचे लिखे अनुसार भागों में उपलब्ध करा दिया जाएगा :-

The site for the work shall be made available in parts as specified below: -

Exterior finishing work like plaster and painting at kamarajar port model at CWPRS, PUNE-24

5. प्रपत्र जारी करने हेतु आवेदन, निविदाएं खोले जाने की निर्धारित तिथि के चार दिन पूर्व सायं 4 बजे के बाद से नहीं स्वीकार किए जाएंगे। निविदा-प्रपत्रों का निर्गम, निविदा खोले जाने की निर्धारित तिथि के तीन दिन पूर्व बंद कर दिया जाएगा।

Receipt of applications for issue of forms will be stopped by 1600 Hrs. four days before the date fixed for opening of tenders. Issue of tender forms will be stopped three days before the date fixed for opening of tenders.

रेखांक विनिर्देश, कर्ष के विभिन्न वर्गों के लिए मात्राओं की अनुसूची के सहित निविदा कगजाद एवं ठेके की शर्तों का सेट जिनका उस ठेकेदार द्वारा अनुपालन किया जाना है, जिसकी निविदा स्वीकृत हो जाए तथा अन्य आवश्यक कगजाद शनिवार रविवार एवं सार्वजनिक छुट्टियों को छोड़कर, प्रति दिन _____ से _____ तक 11 बजे पूर्वाह्न से 4 बजे अपराह्न के बीच

के कार्यालय में देखे जा सकते हैं। मानक प्रपत्र को छोड़कर, निविदा कगजाद उक्त कार्यालय से उभर निर्दिष्ट समय के दौरान निम्नलिखित का भुगतान कर प्राप्त किए जा सकेंगे।

Tender documents consisting of plans, specifications, the schedule of quantities of the various classes of work to be done and the set of terms & conditions of contract to be complied with by the contractor whose tender may be accepted and other necessary documents can be seen in the office of the Executive Engineer (Civil), CW&PRS, Pune-24 between hours of 11.00 A.M. & 4.00 P.M. from **13.10.2016** to **21.10.2016** everyday except on Saturday, Sunday and Public Holidays. Tender documents, excluding standard form, will be issued from his office, during the hours specified above, on payment of the following: -

i) निविदा की लागत के तौर पर रु _____ की नकद राशी और

₹ 500.00 Plus applicable Service Tax. In cash as cost of tender and

जम्मा (10,000/- रु तक) / ट्रेजरी चालान रसीद / किसी अनुसूचित बैंक की सावधि जमा रसीद / किसी अनुसूचित बैंक के डिमांड ड्राफ्ट के रूप में _____ के पक्ष में देय _____ रु की बचाना राशि। यदि बचाना राशि 5 लाख रुपए से अधिक हो तो बचाना राशि का कुछ भाग बैंक गारन्टी के रूप में भी स्वीकार किया जा सकता है। ऐसे मामले में, बचाना राशि का कम से कम 50 प्रतिशत (किन्तु 5 लाख रुपये से कम नहीं) या 25 लाख रु, जो भी कम हो, अग्र निर्धारित रूप में जमा करवाया जायगा। बचाना राशि की शेष रकम बैंक गारन्टी के रूप में भी स्वीकार्य है।

Earnest Money of ₹ 11669/- in cash (up to Rs.10,000/-) / Receipt, Treasury Challan/Deposit at Call receipt of a scheduled bank/fixed deposit receipt of a scheduled bank/demand draft of a scheduled bank issued in favour of Executive Engineer (Civil), CWPRS, Pune. When amount of earnest Money is more than Rs. 5 lakhs, part of the earnest money is acceptable in the form of bank guarantee also. In such case, minimum 50% of earnest money (but not less than Rs.5 lakh) or Rs. 25 lakh, whichever is less, will have to be deposited in shape prescribed above. For balance amount of earnest money, bank guarantee will also be acceptable.

6. निविदाएं जो हमेशा मुहरबंद लिफाफे में रखी जानी चाहिए तथा उन लिफाफों पर कार्य का नाम लिखा जाना चाहिए _____ द्वारा तारीख _____ को 2.30 बजे सायं तक प्राप्त की जाएंगी और उसी दिन 3.00 बजे सायं उनके द्वारा या उनके प्राधिकृत प्रतिनिधि द्वारा अपने कार्यालय में खोली जाएंगी।

Tenders, which should always be placed in sealed envelope, with the name of work and due date written on the envelopes, will be received by the Executive Engineer (Civil) up to 02.30 P.M. on 26.10.2016 and will be opened by him or his authorised representative in his office on the same day at 03.00 P.M.

7. ठेकेदार, स्वीकृति पत्र जारी होने के पश्चात निर्धारित दिनों के भीतर निविदित राशि के 5 (पांच) प्रतिशत के बराबर अप्रति संहरणीय निष्पादन गारंटी बंधपत्र प्रस्तुत करेगा जो निर्धारित फॉर्म के अनुसार किसी अनुसूचित बैंक या भारतीय स्टेट बैंक के रूप में या रोक्ड में या सरकारी प्रतिभूति, सावधिक जमा रसीद के रूप में होगी। इस अवधि को भारसाधक अभियंता द्वारा ठेकेदार के लिखित अनुरोध पर अधिकतम निर्धारित दिनों की अवधि तक आगे बढ़ाया जा सकता है।

The contractor shall be required to deposit an amount equal to 5% of the tendered value of the work as performance guarantee in the form of an irrevocable bank guarantee bond of any scheduled bank or State Bank of India in accordance with the form prescribed or in cash or in the form of Govt. security, fixed deposit receipt etc., as in the case of recovery of security deposit within prescribed number of days of the issue of letter of acceptance. This period can be further extended by the Engineer-in-Charge up to a maximum period of prescribed number of days on written request of the contractor.

8. कार्य का ब्यौरा इस प्रकार है :

The description of the work is as follows:

Exterior finishing work like plaster and painting at kamarajar port model at CWPRS, PUNE-24

निविदाकारों द्वारा जांच के लिए कार्यों से संबंधित अन्य नक्शों तथा कगजातों की प्रतियां उपर्युक्त अधिकारी के कार्यालय में खोली जाएंगी।

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

निविदाकारों को सलाह दी जाती है कि वे निविदा प्रस्तुत करने के पहले कार्यस्थल एवं उसके आस पास की जगह, जमीन की प्रकृति एवं अनमृदा (जहां तक व्यवहार्य हो), कार्यस्थल का रूप एवं प्रकृति, कार्यस्थल तक पहुंचने के साधन, स्थान जो उन्हें चाहिए उसका निरीक्षण व जांच कर लें तथा जोखिम, आकरिमकता एवं अन्य परिस्थितियों से, जो निविदा को प्रभावित कर सकती हैं, संबंधित आवश्यक जानकारी स्वयं प्राप्त कर, सन्तुष्ट हो लें। यह माना जाएगा कि निविदाकार को कार्यस्थल के बारे में पूरी जानकारी है, चाहे उसने इसका निरीक्षण किया हो या नहीं, तथा बाद में किसी भी त्रुटि या अन्य बातों के लिए कोई अतिरिक्त प्रभार अनमत्त्व नहीं होगा। कार्य निष्पादन हेतु सभी प्रकार की सामग्री, औजार एवं संयंत्र जल, बिजली लाने के साधन, कमगारों के लिए सुविधाएं तथा अन्य अपेक्षित सेवाओं का प्रबन्ध करने तथा उनके रख रखाव का उत्तरदायित्व स्वयं निविदाकार का होगा जब तक अन्यथा विशेष रूप से करार में इसका उल्लेख न किया गया हो। निविदाकार द्वारा निविदा प्रस्तुत करना यह सूचित करता है कि उसने इस सूचना एवं अन्य सभी करार-दस्तावेजों को पढ़ लिया है तथा उसे किए जाने वाले कार्य का अभिप्राय एवं विनिर्देशों, शर्तों व दरें जिन पर सरकार द्वारा उन्हें सामान, औजार एवं संयंत्र आदि दिए जाएंगे तथा स्थानीय स्थितियों और अन्य करकजो कार्य में निष्पादन पर प्रभाव डालें, के बारे में पूरी जानकारी है।

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

9. सक्षम प्राधिकारी भारत के राष्ट्रपति की ओर से न्यूनतम या किसी अन्य निविदा को स्वीकार करने के लिए अपने आप को आवद्ध नहीं करते हैं और प्राप्त हुई किसी भी निविदा या सभी निविदाओं को बिना कारण बताए अस्वीकार करने का अधिकार अपने पास सुरक्षित रखते हैं। ऐसी सभी निविदाओं को जिनमें विहित शर्तें पूरी नहीं की गई हों अथवा निविदाकार द्वारा सशर्त छूट दिए जाने सहित किसी शर्त को रखा गया हो, अस्वीकार कर दिया जाएगा।

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

सक्षम प्राधिकारी के पास यह अधिकार भी सुरक्षित है कि वह ऐसे केन्द्रीय सरकार उद्यमों, केन्द्रीय सरकारी उद्यमों के संयुक्त उद्यमों जिनकी इक्विटी में सरकार उद्यम की भागीदारी 51 प्रतिशत या उससे अधिक हो, को उद्धृत मूल्य, न्यूनतम मूल्य के 10 प्रतिशत के अन्तर्गत होने पर और अन्य बातें समान होने पर 31-03-2005 तक प्राप्त होने वाली निविदाओं/निरखों में न्यूनतम वैध बोली पर ऋण में अधिमानता दे सकता है बशर्ते कि उनकी अनुमानित लागत 5 करोड़ रुपये या उससे अधिक हो।

The competent authority also reserves its right to allow to the Central Government public sector enterprises, joint venture with CPSE holding 51% equity or more, a purchase preference with reference to the lowest valid price bid where the quoted price is within 10% of such lowest price in a tender other things being equal in case of tenders/quotations whose date of receipt is upto 31.05.2005, subject to the estimated cost being of Rs. Five crores and above.

जो सरकारी उद्यम ऋण अधिमानता का फायदा उठा रहे हैं, वे लागत में बढ़ोतरी आदि होने पर पर्याप्त जुर्माना राशि के लिए उत्तरदायी होंगे।

The Public Enterprises who avail benefits of the purchase preference should be subjected to adequate penalties for cost overruns etc.

10. निविदाओं के मामले में किसी भी प्रकार का प्रत्यक्ष या अप्रत्यक्ष प्रेरण का पूर्णतया निषेध है तथा उन ठेकेदारों की निविदाएं, जो प्रेरण का सहारा लेंगे, अस्वीकार कर दी जाएंगी।

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

11. सक्षम प्राधिकारी भारत के राष्ट्रपति की ओर से पूरी निविदा या उसके किसी भाग को स्वीकार करने का अधिकार अपने पास सुरक्षित रखते हैं तथा निविदाकार कथित दर पर निष्पादन के लिए बाध्य होगा।

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

12. ठेकेदार को के.लो.नि.वि. परिमंडल में, (जो ठेके देने और उसके निष्पादन के लिए उत्तरदायी है) जिसमें उसका नजदीकी रिश्तेदार मंडल लेखाकार या अधीक्षण इंजीनियर एवं कनिष्ठ इंजीनियर (दोनों को मिलाकर) की श्रेणियों के बीच किसी भी हैसियत के अधिकारी के रूप में तैनात हो, कर्षों के लिए निविदा देने की आज्ञा नहीं होगी। वह उन व्यक्तियों के नामों की भी सूची देगा जो किसी भी हैसियत में उसके साथ कार्य कर रहे हों या जिन्हें उसके द्वारा बाद में भर्ती किया गया हो तथा जो केन्द्रीय लोक निर्माण विभाग या शहरी विकास मंत्रालय में कार्यरत किसी राजपत्रित अधिकारी के नजदीकी रिश्तेदार हों। यदि ठेकेदार इस शर्त को भंग करेगा तो उसका नाम इस विभाग की ठेकेदारों की अनुमोदित सूची से हटा दिया जाएगा।

The contractor shall not be permitted to tender for works in the CPWD Circle (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 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.

13. भारत सरकार के किसी विभाग इंजीनियरी या प्रशासनिक कर्षों में लगे हुए राजपत्रित रैंक के किसी अन्य राजपत्रित अधिकारी को सरकारी नौकरी से सेवा मुक्त होने पर दो साल तक भारत सरकार की पूर्व लिखित अनुमति बिना ठेकेदार की हैसियत से काम करने की अनुमति नहीं है। यदि किसी समय यह पाया गया कि ठेकेदार या उसका कोई कर्मचारी, ऐसा व्यक्ति है जिसने निविदा प्रस्तुत करने से पहले या ठेकेदार की सेवा में लगने के पहले भारत सरकार से अनुमति नहीं ली थी, तो यह ठेका रद्द किया जा सकता है।

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 two years after his retirement from Government service, without the previous permission of the Government of India in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of the Government of India as aforesaid before submission of the tender or engagement in the contractor's service.

14. कर्षों के लिए निविदा, निविदाओं के खुलने की तारीख से 60 दिन तक स्वीकृति हेतु खुली रहेगी। यदि कोई निविदाकार उक्त अवधि के पहले या स्वीकृति पत्र जारी होने के पहले, जो भी पहले हो, से पहले अपनी निविदा वापिस ले लेता है या निविदा की शर्तों ओर निबंधनों में कोई संशोधन करता है, जो विभाग को स्वीकार्य नहीं है, तो सरकार किसी अन्य अधिकारी या उपचारी उपाय पर प्रतिकूल प्रभाव डाले बिना अग्र विद्युत उल्लेख के अनुसार उक्त धरोहर राशि 50 प्रतिशत जप्त करने के लिए स्वतंत्र होगी।

The tender for the works shall remain open for acceptance for a period of sixty days from the date of opening of tenders. If any tenderer withdraws his tender before the said period or issue of letter of acceptance, which-ever is earlier, or makes any modifications in the terms and conditions of the tender which are not acceptable to the department, then the Government shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid.

15. यह निविदा आमंत्रण सूचना, कार दस्तावेज का एक हिस्सा होगी। सफल निविदाकार/ठेकेदार, स्वीकारकर्ता प्राधिकारी द्वारा निविदा स्वीकार किए जाने के बाद कार्य प्रारंभ किए जाने की निर्धारित तिथि से 15 दिनों के भीतर निम्नलिखित को शामिल करते हुए संविदा पर हस्ताक्षर करेगा:-

This Notice Inviting Tender shall form a part of the contract document. The successful tenderer/ contractor, on acceptance of his tender by the Accepting Authority, shall, within 15 days from the stipulated date of start of the work, sign the contract consisting of: -

क) निविदा आमंत्रण सूचना, अतिरिक्त शर्तों सहित सभी कगजाद, विनिर्देश एवं नक्शे, यदि कोई हों, जो निविदा आमंत्रण के समय निविदा के रूप में जारी किए गए हों तथा इस बारे में किए गए किसी पत्राचार सहित इसकी स्वीकृति।

- a) The notice inviting tender, all the documents including additional conditions, specifications and drawings, if any, forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.

ख) मानक के .लो.नि.वि. प्रपत्र संख्या 7/8

b) Standard C.P.W.D. Form 7/8

16. मिश्रित संविदाओं के लिए
For Composite Tenders

- 16.1.1 निविदाकार को स्वयं समुचित श्रेणी के ऐसे अभिकरण से जुड़ा होना चाहिए जो अन्य घटकों के लिए अलग-अलग निविदा देने की पात्रता रखते हैं।

The tenderer must associate with himself agencies of the appropriate class eligible to tender for the other components individually.

- 16.1.2 निविदाकार के लिए यह अनिवार्य होगा कि वह सभी घटकों के निविदा दस्तावेजों (मात्रा अनुसूची, शर्तें तथा विशेष शर्तें आदि) पर हस्ताक्षर करे।

It will be obligatory on the part of the tenderer to sign the tender document for all the components. (The schedule of quantities, conditions and special conditions etc.)

- 16.1.3 कार्य प्रदान करने के पश्चात् ठेकेदार को संबंधित अधिकारी के साथ प्रत्येक घटक के संबंध में अलग-अलग करार करने होंगे।
After the work is awarded, the contractor will have to enter into separate agreements for each component with the officer concerned.

- 16.2 मुख्य घटक का प्रभारी कार्यपालक इंजीनियर मिश्रित कार्य के लिए निविदाएं आमंत्रित करेंगे। निविदा दस्तावेज की लागत तथा बचाना राशी का निर्धारण मिश्रित निविदा की मिश्रित अनुमानित लागत के आधार पर किया जाएगा। प्रत्येक घटक के लिए प्रतिभूति निक्षेप की गणना कार्य के संबंधित घटक की अनुमानित लागत के अनुरूप अलग-अलग की जाएगी। बचाना राशी, कार्य के मुख्य घटक के प्रतिभूति निक्षेप का हिस्सा बन जाएगी।

The Executive Engineer Incharge of the major component will call tenders for the composite work. The cost of tender document and Earnest Money will be fixed with respect to the combined estimated cost put to tender for the composite tender. Security Deposit will be worked out separately for each component corresponding to the estimated cost of the respective component of works. The Earnest Money will become part of the security deposit of the major component of work.

- 16.3 सक्षम प्राधिकारी द्वारा मिश्रित निविदा को स्वीकारे जाने के पश्चात् बड़े घटक वाला प्रभारी कार्यपालक इंजीनियर भारत के राष्ट्रपति की ओर से कार्य प्रदान करने संबंधी पत्र जारी करेगा। कार्य प्रदान करने संबंधी पत्र में इस बात का साफ - साफ उल्लेख किया जाएगा कि ठेकेदार को कार्य के विभिन्न घटकों के संबंध में, संबंधित डिस्प्लेन से जुड़े अधिकारियों (पदनाम का उल्लेख करते हुए) के साथ अलग-अलग करार निष्पादित करने होंगे।

On acceptance of the composite tender by the competent authority, the letter of award will be issued by the Executive Engineer Incharge of the major component on behalf of the President of India, making it clear in the letter of award that the contractor will have to execute separate agreements for different components of work with the concerned officers of the respective discipline (Designation to be given).

मंडल / उप मंडल अधिकारी के हस्ताक्षर
Signatures of Divisional Officer / Sub-Divisional Officer
भारत के राष्ट्रपति के लिए और उनकी ओर से
For & on behalf of President of India

के .लो.नि.वि. / CPWD-7/8

भारत सरकार GOVERNMENT OF INDIA
केन्द्रीय लोक निर्माण विभाग CENTRAL PUBLIC WORKS DEPARTMENT

राज्य STATE	MAHARASHTRA	परिमंडल CIRCLE
शाखा BRANCH	CW&PRS	मंडल DIVISION
अंचल ZONE	PUNE - 24	उपमंडल DIVISION
क़र्चों के लिए प्रतिशत दर / मद दर निविदा एवं संविदा		
Percentage Rate Tender / Item Rate Tender & Contract for Works		

(अ) क़र्च के लिए निविदा :

Tender for the work of:- **Exterior finishing work like plaster and painting at kamarajar port model at CWPRS, PUNE-24**

(i) क) दिनांक _____ को _____ बजे _____
_____ के क़र्चालय में प्रस्तुत की जानी है।

To be submitted by 14.30 hours on **26.10.2016** to Executive Engineer (Civil), CW & PRS, Pune-2
(time) (date)

(ii) ख) उन निविदाकर्तों के समक्ष खोली जाएंगी जो दि _____ को _____ बजे _____
_____ के क़र्चालय में उपस्थित रहेंगे।

To be opened in presence of tenderers who may be present at 1500 hours on **26.10.2016** in the Office of
Executive Engineer (Civil), CWPRS, Pune -24

सेवा में प्रेषित Issued to: M/s.

(ढेक़दार) (Contractor)

क़गजाव जारी करने वाले अधिकरी के हस्ताक्षर :

Signature of officer issuing the documents _____

पद Designation _____

जारी करने की तारीख Date of Issue: _____

निविदा TENDER

मैंने / हमने क़र्च के लिए निविदा आमंत्रण सूचना, अनुसूची-क,ख.ग.घ.ङ. और च. लागू विनिर्देश, नक्शे एवं डिजाइन, सामान्य नियम एवं निर्देश, ठेकेके उपबंध, विशिष्ट शर्तें, दर अनुसूची एवं अन्य क़गजाव तथा ठेके की शर्तों में दिए गए नियम तथा निविदा क़गजाव में उल्लिखित अन्य बातों को पढ़ व जांच लिया है।

I/We have read and examined the notice inviting tender, schedule, A,B,C,D,E & F, Specifications applicable, Drawings & Design, General Rules and Directions, Conditions of Contract, clauses of contract, Special conditions, Schedule of Rate & other documents and Rules referred to in the conditions of contract and all other contents in the tender document for the work. मैं/हम, एतद्वारा भारत के राष्ट्रपति के लिए अनुसूची 'च' में विनिर्दिष्ट समच के भीतर विनिर्दिष्ट क़र्च, यथा-मात्राओं की अनुसूची तथा सभी संबंधित विनिर्देशों, डिजाइनों, नक्शों के अनुरूप तथा सामान्य नियमावली के नियम-1 और ठेकेकी शर्तों के खंड-11 में उल्लिखित लिखित अनुदेशों एवं ऐसी सामग्रियों, जो प्रदान की जाती हैं और उसके संबंध में, ऐसी शर्तें जो लागू हों, के अनुरूप निष्पादन हेतु निविदा देता हूँ / देता हूँ।

I/We hereby tender for the execution of the work specified for the President of India within the time specified in Schedule 'F', viz., schedule of quantities and in accordance in all respects with the specifications, designs, 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.

हम निविदा को इसके प्रस्तुत किए जाने की अन्तिम तारीख से 60 दिन के लिए खुला रखने तथा इसकी शर्तों एवं निबंधनों में किसी प्रकार का परिवर्तन न करने के लिए सहमत हैं।

We agree to keep the tender open for sixty (60) days from the due date of submission thereof and not to make any modifications in its terms and condition.

रु. _____ की धनराशि, धरोहर राशि के रूप में नकद/ट्रेजरी चालान रसीद/अनुसूचित बैंक की मांग जमा रसीद/अनुसूचित बैंक की सावधी जमा रसीद/अनुसूचित बैंक के डिमांड ड्राफ्ट के रूप में जमा कराची जा चुकी है। यदि मैं/हम निर्धारित निष्पादन गारंटी को निर्धारित सम्य अवधि में प्रस्तुत करने में असफल रहते हैं, तो मैं/हम यह मंजूर करते हैं कि भारत के उक्त राष्ट्रपति या उनके कार्यालय के उत्तराधिकारी किसी अन्य अधिकार या उपचारी उपाय पर प्रतिकूल प्रभाव डाले बिना उक्त धरोहर राशि जब्त करने के लिए पूर्णतया स्वतंत्र होंगे। इसके अलावा, यदि मैं/हम विनिर्दिष्ट कार्य प्रारंभ करने में असफल रहते हैं, तो मैं/हम यह मंजूर करते हैं कि भारत के राष्ट्रपति या उनके कार्यालय के उत्तराधिकारी कानून में उपलब्ध किसी अन्य अधिकार या उपचारी उपाय पर प्रतिकूल प्रभाव डाले बिना उक्त धरोहर राशि, तथा निष्पादन गारंटी जब्त करने के लिए पूर्णतया स्वतंत्र होंगे अन्यथा उक्त धरोहर राशि निविदा कगजात के अनुसार उसमें निहित शर्तों व निबंधनों के अनुसार कार्यों के निष्पादन एवं आदिष्ट विचलनों के अनुसूची 'च' में वर्णित प्रतिशत से अनधिक व निविदा प्रपत्र के खंडों 12.2 व 12.3 में निहित प्रावधानों के अनुसार निश्चित की जाने वाली दरों पर उस सीमा से अधिक के विचलनों के करने के लिए उनके द्वारा प्रतिभूति-निक्षेप के रूप में रोक ली जायेगी।

A sum of ₹ 11669 has been deposited in cash/receipt treasury challan/deposit at call receipt of a scheduled bank/fixed deposit receipt of scheduled bank/demand draft of 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 tender documents upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered, upto maximum of the percentage mentioned in Schedule 'F' and those in excess of that limit at the rates to be determined in accordance with the provision contained in Clause 12.2 and 12.3 of the tender form.

मैं/हम, एतद्द्वारा घोषणा करते हैं कि मैं/हम निविदा कगजातों, नक्शों और कार्य से संबंधित अन्य अभिलेखों को गुप्त/गोपनीय कगजात के रूप में रखेंगे और उनसे प्राप्त/ली गई जानकारी किसी अन्य को, मैं/हम सूचित करने के लिए प्राधिकृत हों, से भिन्न किसी को, नहीं बतायेंगे या जानकारी को किसी ऐसे रूप में प्रयोग नहीं करेंगे जो राज्य की सुरक्षा के लिए प्रतिकूल हो।

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

तारीख Dated _____

देकेदार के हस्ताक्षर Signatures of Contractor डाकपता Postal Address

साक्षी Witness:

पता Address:

उपजीवि व्यवसाय Occupation:

स्वीकृति ACCEPTANCE

मैं भारत के राष्ट्रपति के की ओर से तथा उनके लिए रु. _____ (रुपए _____) की राशि के लिए उपर्युक्त निविदा (अधोलिखित पत्रों के अनुसार परिवर्तित) स्वीकार करता हूँ।

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

नीचे दिए गए पत्र इस ठेका करार का हिस्सा होंगे।

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

-
-
-

भारत के राष्ट्रपति की ओर से तथा उनके लिए
For & on behalf of the President of India

हस्ताक्षर Signatures _____

तारीख Dated _____

पदनाम Designation _____

अनुसूचियां SCHEDULES

अनुसूचि 'क' SCHEDULE 'A'

मात्राओं की अनुसूचि (संलग्न)
Schedule of quantities (Enclosed)

अनुसूचि 'ख' SCHEDULE 'B'

ठेकेदार को निर्गत की जाने वाली सामग्रियों की अनुसूचि
Schedule of materials to be issued to the contractor

क्रम सं. S.No.	मद विवरण Description of item	मात्रा Quantity	जिस दर पर सामग्रियां ठेकेदार को प्रभारित होगी वह दर अंकों एवं शब्दों में Rates in figures & words at which the material will be charged to the contractor	निर्गत स्थान Place of Issue
1	2	3	4	5
	As per the schedule attached			

अनुसूचि 'ग' SCHEDULE 'C'

ठेकेदार को भाडे पर दिए जाने वाले औजार एवं संयंत्र
Tools and plants to be hired to the contractor

क्रम सं. S.No.	विवरण Description	भाडा प्रभार प्रतिदिन Hire charges per day	निर्गत स्थान Place of Issue
1	2	3	4
	NIL		

अनुसूचि 'घ' SCHEDULE 'D'

कार्य के लिए विशेष अपेक्षाएं/दस्तावेज, यदि कोई हों, की अतिरिक्त अनुसूची
Extra schedule for specific requirements/documents for the work, if any.

अनुसूचि 'ड' SCHEDULE 'E'

मूल्य वृद्धि के लिए सीमेंट, इस्पात, अन्य सामग्री, श्रम आदि के घटक की अनुसूची।
Schedule of component of Cement, Steel, other Materials, Labour etc. for price escalation.

खण्ड 10 गग CLAUSE 10 CC

सीमेंट के घटक-कार्य में कुल मूल्य के प्रतिशत के रूप में प्रदर्शित
Component of Cement-expressed as percent of total value of work Xc Nil %

इस्पात के घटक-कार्य में कुल मूल्य के प्रतिशत के रूप में प्रदर्शित
Component of Steel-expressed as percent of total value of work Xs Nil %

निर्माण कार्य सामग्री के लिए सिविल घटक(सीमेंट और इस्पात के सिवाय)
/वैद्युत कार्य घटक-कार्य में कुल मूल्य के प्रतिशत के रूप में प्रदर्शित
Component of civil (except cement & steel)/Electrical construction
Materials-expressed as percent of total value of work. Xm Nil %

श्रम के घटक-कार्य में कुल मूल्य के प्रतिशत के रूप में प्रदर्शित
Component of labour-expressed as percent of total value of work Y Nil %

पी.ओ.एल. के घटक-कार्य में कुल मूल्य के प्रतिशत के रूप में प्रदर्शित
Component of P.O.L-expressed as percent of total value of work Z Nil %

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

अनुसूचि 'च' SCHEDULE 'F'

ठेके की सामान्य शर्तों का संदर्भ
Reference to General Conditions of contract.

कार्य का नाम

Name of work: **Exterior finishing work like plaster and painting at kamarajar port model at CWPRS, PUNE-24**

कार्य की अनुमानित लागत Estimated cost of work : ₹. **₹5,83,455.00**

- i) धरोहर राशि Earnest Money : ₹. **₹ 11669.00**
- ii) निष्पादन गारंटी Performance Guarantee निविदित्त मूल्य का 5 प्रतिशत 5% of tendered value
- iii) प्रतिभूति निक्षेप Security Deposit निविदित्त मूल्य का 5 प्रतिशत 5% of tendered value

सामान्य नियम एवं दिशानिर्देश :

General Rules & Directions:

निविदा आमंत्रण करने वाला प्राधिकारी
Officer inviting tender

Executive Engineer (Civil)

कार्य की मरदों की मात्रा के लिए अधिकतम प्रतिशत जिससे अधिक निष्पादित मरदों के लिए दरों का निर्धारण खण्ड 12.2 और 12.3 के अनुसार होगा
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

निम्नानुसार

see below

परिभाषाएं Definitions :

- 2(v) भारसाधक इंजीनियर
Engineer –in-Charge Executive Engineer (Civil)
- 2(viii) स्वीकार करती प्राधिकारी
Accepting Authority Executive Engineer (Civil)
- 2(x) अतिरिक्त और लाभों को पूरा करने के लिए सामग्रियों की लागत पर प्रतिशतता
Percentage on cost of materials and Labour to cover all overheads and profits. 10%
- 2(xi) दरों की मानक अनुसूचि
Standard Schedule of Rates DSR 2014
- 2(xii) विभाग
Department CW & PRS., Pune - 24
- 9 ii) मानक के .नो.नि.वि. टेक्न फॉर्म संशोधित और शोधित के .नो.नि.वि. फॉर्म 7/8
Standard CWPD contract Form CPWD form 7/8 as modified & corrected upto date.

खण्ड Clause 1

- i) स्वीकृति पत्र जारी होने की तारीख से निष्पादन गारंटी के प्रस्तुतीकरण के लिए अनुमत समय, दिनों में _____ दिन
- i) Time allowed for submission of Performance Guarantee from the date of issue of letter of acceptance, in days _____ days
- ii) उपर्युक्त i) में दी गई अवधि के पश्चात अधिकतम अनुमेय एक्सटेंशन, दिनों में _____ दिन
- ii) Maximum allowable extension beyond the period provided in i) above in days _____ days

Authority for fixing compensation under clause 2.

Director

के.नो.नि.वि.

इंजीनियरी उत्कृष्टता के 150 वर्ष

CPWD

खण्ड Clause 2

खण्ड 2 के तहत प्रतिक्रिया निश्चित करने वाला प्राधिकारी

खण्ड 2 क / Clause 2 A

क्या खण्ड 2 क लागू होगा
Whether Clause 2A shall be applicable

हां / नहीं
Yes / No

खण्ड Clause 5

कार्य आरम्भ की तारीख की गणना के लिए स्वीकृति पत्र जारी होने की तारीख से दिनों की संख्या _____ दिन
Number of days from the date of issue of letter of acceptance for reckoning date of start. _____ days

लक्ष्य नीचे दी गई सारणी के अनुसार Mile stones(s) as per table given below :-

लक्ष्य (मील-पत्थर) सारणी / Table of Mile Stone(s)

क्रम सं. S.No.	लक्ष्य का विवरण (वास्तविक) Description of Milestone (Physical)	अनुमत्य समय दिनों में (कार्य आरम्भ की तारीख से) Time Allowed in days (from date of start)	लक्ष्य प्राप्त न होने की स्थिति में रोकी जानेवाली राशि Amount to be with-held in case of non achievement of milestone
1.			
2.			
3.			
4.			
5.			
6.			

या OR

क्रम सं. S.No.	वित्तीय प्रगति Financial Progress	अनुमत्य समय Time Allowed (कार्य आरम्भ की तारीख से) (from date of start)	लक्ष्य प्राप्त न होने की स्थिति में रोकी जानेवाली राशि Amount to be with-held in case of non achievement of milestone
1.	1/8 वां भाग (सम्पूर्ण कार्य का) 1/8 TH (of whole work)	1/4 वां भाग (सम्पूर्ण कार्य का) 1/4 TH (of whole work)	जैसा कि चल भुगतानों से निर्धारित किया गया है आवश्यक प्रगति न होने की स्थिति में, प्रत्येक लक्ष्य असफल होने पर कार्य के निविदित्त मूल्य का एक प्रतिशत रोक दिया जाएगा In the event of not achieving the necessary progress as assessed from the running payments, 1% of the tendered value of work will be withheld for failure of each milestone.
2.	3/8 वां भाग (सम्पूर्ण कार्य का) 3/8 TH (of whole work)	1/2 वां भाग (सम्पूर्ण कार्य का) 1/2 (of whole work)	
3.	3/4 वां भाग (सम्पूर्ण कार्य का) 3/4 TH (of whole work)	3/4 वां भाग (सम्पूर्ण कार्य का) 3/4 TH (of whole work)	
4.	सम्पूर्ण Full	सम्पूर्ण Full	

कार्य निष्पादित करने के लिए अनुमत्य समय / Time allowed for execution of work. **60days**

अकार्य पूरा करने के लिए उचित और तार्किक समय वृद्धि देने वाला प्राधिकारी _____

Authority to give fair and reasonable extension of time for completion of work _____

के.लो.नि.वि.

इंजीनियरी उत्कृष्टता के 150 वर्ष

CPWD

खण्ड Clause 7

अंतरिम भुगतान के लिए पात्र होने के लिए अंतिम ऐसे भुगतान के बाद कुल भुगतान एकत्रित सामग्रियों के अग्रिमों के समाचोजन सहित विद्या जाने वाला कुल कार्य _____

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

खण्ड Clause 10CC

खण्ड 10 गग उन संविदाओं पर लागू होगा जिसमें कार्य समापन की अवधि, अगले कालम में दर्शाई गई अवधि से अधिक अनुबंधित है।
Clause 10CC to be applicable in contracts with stipulated period of completion exceeding the period shown in next column _____

_____ महीने

_____ months

खण्ड Clause 11

कार्य निष्पादन के लिए अनुपालन किए जाने वाले विनिर्देश
Specifications to be followed for execution of work

CPWD specification

खण्ड Clause 12

12.2. & 12.3 विचलन सीमा जिसके परे खण्ड 12.2 तथा 12.3 भवन निर्माण कार्य के लिए लागू होंगे
Deviation Limit beyond which clauses 12.2 & 12.3 shall apply for building work _____

12.5 वह विचलन सीमा जिसके परे खण्ड 12.2 तथा 12.3 नींव कार्य के लिए लागू होंगे
Deviation Limit beyond which clauses 12.2 & 12.3 shall apply for foundation work _____

खण्ड Clause 16

घटी हुई दर निर्धारित करने के लिए सक्षम प्राधिकारी
Competent Authority for deciding reduced rates.

Director

खण्ड Clause 36 i)

मुख्य तकनीकी प्रतिनिधि के लिए
अपेक्षित न्यूनतम अर्हताएँ और अनुभव
Minimum Qualifications & experience required for Principal Technical Representative

(क) जिन कार्यों के लिए निविदा में अनुमानित लागत निम्नलिखित से अधिक हो

a) For works with estimated cost put to tender more than

i) सिविल कार्यों के लिए रु. 10 लाख
Rs. 10 Lakhs for Civil work

ii) वैद्युत/यांत्रिक कार्यों के लिए रु. 5 लाख
Rs. 5 Lakhs for Elec/Mech Works

स्नातक या सेवानिवृत्त सह.इंजी. जिसके पास कम से कम मन््यता प्राप्त डिप्लोमा हो
Graduate or retired AE possessing at least recognised diploma

(ख) जिन कार्यों के लिए निविदा में निम्नलिखित अनुमानित लागत हो

b) For works with estimated cost put to tender

i) सिविल कार्यों के लिए रु. 5 लाख से अधिक लेकिन रु. 10 लाख से कम
More than Rs. 5 Lakhs but less than Rs. 10 Lakhs for Civil works

मान्यता प्राप्त डिप्लोमाधिकारी।

Recognised Diploma holder

ii) वैद्युत/यांत्रिक कार्यों के लिए रु. 1 लाख से अधिक लेकिन रु. 5 लाख से कम
More than Rs.1 Lakh but less than Rs. 5 Lakh for Elec/Mech Works
Recognised Diploma holde

मन््यता प्राप्त डिप्लोमाधिकारी।

के.लो.नि.वि.

इंजीनियरी उत्कृष्टता के 150 वर्ष

CPWD

(ग) मुख्य तकनीकी प्रतिनिधि किस

विधा/ संकच क होगा
Discipline to which the Principal
Technical Representative should belong

सिविल/वेद्युत/संत्रिक

Civil/Elect./Mech.

(घ) कर्चों क न्यूनतम अनुभव
Minimum experience of works

_____ वर्ष years

(च) खण्ड 36 (i) के उपबंधों के पूरा न करने
पर ठेकेदार से की जाने वाली वसूली
Recovery to be effected from the contractor in
the event of not fulfilling provision of clause 36 (i)

खनात के लिए रु. 4,000/- प्रति माह
और रु. 2,000/- डिप्लोमाधिकारी के लिए
Rs. 4,000/- p.m. for Graduate
Rs. 2,000/- p.m. for diploma holder

खण्ड Clause 42

i) क) के लोनिवि द्वारा मुद्रित दिल्ली दर अनुसूची के आधार पर
सीमेन्ट और बिटुमन की अनुमान मूल
मात्रा निर्धारित करने के लिए अनुसूची/विवरण _____

i) a) Schedule/statement for determining theoretical quantity
of cement & bitumen on the basis of
Delhi Scheduled of Rates – printed by C.P.W.D.

ii) अनुमानमूलक मात्राओं में अनुमत्य विचलन
Variations permissible on theoretical quantities.

क) सीमेन्ट जिन कर्चों के लिए निविदा में अनुमानित
मूल्य रु. 5 लाख से अधिकन हो

3 प्रतिशत जमा/घटा

a) Cement for works with estimated cost put
to tender not more than Rs. 5 lakhs

3% plus/minus

जिन कर्चों के लिए निविदा में अनुमानित
मूल्य रु. 5 लाख से अधिक हो
for works with estimated cost put
to tender more than Rs. 5 lakhs

2 प्रतिशत जमा/घटा
2% plus/minus

ख) बिटुमन सभी कर्चों के लिए

2.5 प्रतिशत केवल जमा और घटा के पक्ष में शून्य

b) Bitumen for all works.

2.5% plus only & nil on minus side

ग) इस्पात प्रत्येक व्यास, कोट और श्रेणी के लिए
पुनर्बलन और संरचनात्मक इस्पात कट

2 प्रतिशत जमा/घटा

c) Steel Reinforcement and structural steel
sections for each diameter, section and
category

2% plus/minus

घ) सभी अन्य सामग्रियां

शून्य

d) All other materials

Nil

अनुमत्य विचलन से अधिक की मात्राओं के लिए वसूली दरें

RECOVERY RATES FOR QUANTITIES BEYOND PERMISSIBLE VARIATION

क्रम सं. S.No.	मद विवरण / Description of item	अंकों और शब्दों में वह दर जिस पर ठेकेदार से वसूली की जाएगी Rates in figures and words at which recovery shall be made from the Contractor अनुसूचि 'ख' में दी गई दर में Rate in schedule 'B' plus 10% in case materials issued by Department	
		अनुमत्य विचलन से अधिक आधिक्य Excess beyond permissible variation	अनुमत्य विचलन से अधिक उपयोग घटाया Less use beyond the permissible variation
1.	सीमेन्ट Cement	198 Bags	
2.	इस्पातपुनर्बलन		
3.	Steel reinforcement		
4.	संरचनात्मक कट Structural Sections		
5.	निःशुल्क निर्गत बिटुमन Bitumen issued free		
	निर्धारित निश्चित कीमत पर निर्गत बिटुमन Bitumen issued at stipulated fixed price		

के.लो.नि.वि.

इंजीनियरी उत्कृष्टता के 150 वर्ष

CPWD

AMENDMENT TO BE ATTACHED WITH CPWD-7/8

Office Memorandum No. DGW/CON/208 Issued from file No. CSQ/ CM/C/37(6)2004
Amendment in existing provision of Schedule-F related to clause 36(1)
at page 14 of CPWD 7/8 is substituted with modified provision as following:-

Existing provision**Clause 36 (i)**

Minimum Qualification & experience required
for Principal Technical Representative.

- (a) For works with estimated cost
Put to tender more than
- i) R.10 Lakhs for Civil work Graduate or retired AE possessing
ii) Rs. 5 Lakhs for Elec/ Mech work. At least recognized diploma
- (b) For work with estimated cost put to tender.
- i) More than Rs.5 Lakhs but less Than Rs.10 Lakhs for Civil Works Recognised Diploma holder
ii) More than Rs. 1 Lakh but less Than Rs. 5 Lakh for elect/Mech Works Recognised Diploma holder
- (c) Discipline to which the principal Technical Representative should belong. Civil / Elect./ Mech.
- (d) Minimum experience of works. _____ Years.
- (e) Recovery to be effected from the Contractor in the event of not Fulfilling provision of clause 36(i). Rs.4,000/- p.m. for Graduate
Rs.2,000/- p.m. for diploma holder

Modified provision

Sr no.	Minimum Qualification of Technical Representative	Discipline	Designation (Principal Technical / Technical representative)	Minimum Experience	Number	Rate at which recovery shall be made from the contractor in the event of not fulfilling provision of clause 36 (i)	
						Figures	Words
1.							
2.							

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

1.0 GENERAL CONDITIONS

- 1.1 The intending tenderers should visit the site and satisfy them selves about the site conditions, soil strata, availability of water, availability of materials, their transportation, traffic restrictions, local byelaws & regulations, local conditions and availability of services required for execution of work. No claim whatsoever shall be entertained for lack of such information, which the tenderer is expected to have. **Contractors are binding for General Conditions of Contract for Central PWD Works.**
- 1.2 The intending tenderers are requested to go through the architectural drawings mentioned in the tender documents. These, drawings are available in the office of the Executive Engineer, Pune Central Division No.I, C.P.W.D., Pune. The architectural drawings show the type of building to be constructed, number of storeys and other architectural features. No claim whatsoever shall be entertained for lack of information on this account, which the tenderer is expected to have.
- 1.3 The rates for all items of work shall unless clearly specified otherwise either in the Schedule of items or in the CPWD Specifications include cost of all the labour, materials and other inputs involved in the execution of the item.
- 1.4 Rate for every work to be done under this contract shall for all lifts, leads, heights, depths, lengths and widths expect when specially mentioned otherwise either in the schedule of items or in the CPWD Specifications and nothing extra will be paid on this account.
- 1.5 Other agencies will also be executing simultaneously the works like electrification, horticulture, external services and other building works for the same project along with this work in particular. The contractor shall afford necessary facilities for the same. No claim in this respect shall be entertained. 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 Electrical, Sanitary Air- conditioning, Fire Fighting, Public address system. Telephone System, C.C.T.V. System etc. and nothing extra shall be paid for the same.
- 1.6 The contractor shall make his own arrangements for obtaining electric connections if required and make necessary payments directly to the department concerned.
- 1.7 The tender should not quote unnecessary conditions contradicting the general conditions and particular specifications given in the tender, as such conditions, apart from being not agreed can lead to rejecting of the tender.
- 1.8 The work shall be executed and measured as per metric dimensions given in the schedule of quantities drawings etc. The F.P.S. units wherever indicated are for guidance only.
- 1.9 Wherever an reference to any Indian Standard Specification occurs in the documents relating to this contract the same shall be inclusive of all amendments issued thereto or revisions thereof, if any upto the date of receipt of tenders.
- 1.10.1 The contractor should submit the tentative programme of work with in 15 days from the date of start of work. However, the contractor shall have to work according to the programme, decided by the Engineer in charge.
- 1.10.2 The contractor shall also construct a sample unit complete in all respect with in the time specified by the Engineer-in-charge before mass construction is taken up. No extra claim whatsoever beyond the payment due at agreement rates will be entertained from the contractor on his account.
- 1.10.3 Samples shall be prepared before starting particular items of work for prior approval of the Engineer-in-charge and nothing extra will be payable on this account.
- 1.11.1 The work shall be carried out in accordance with the architectural drawings and structural at drawings. The structural and architectural drawings shall have to be properly co-related before executing the work.
- 1.11.2 In case on any discrepancy in the item given in the schedule of quantities appended to the tender and the architectural drawings, the former shall prevail.
- 1.11.3 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.
- 1.12.1 The-building work will be carried out in a manner complying in all respects with the requirements of relevant byelaws 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.
- 1.12.2 The work of water supply, internal sanitary installations and drainage work etc. shall be carried out as per local bye-laws of Municipality/Corporation/local body and the contractor shall produce necessary completion certificate from such Authorities after completion of the work.
- 1.12.3 The contractor shall comply with proper and legal orders and directions of the local or public authority or municipality and abide by their rules and regulations and pay all fees and charges, which he may be liable.
- 1.12.4 He contractor shall comply with the provisions of any Government acts, which relates to the work and to the regulations and laws of any local authorities. The contractor shall give all notice required by the said acts, laws etc. & pay all fees payable to such authorities and allow for those contingencies, cost of restorations etc. and all other fees payable to the local authorities.

- 1.14.1 Tender rates are inclusive of all taxes and levies payable under the respective statutes. However, pursuant to the constitution (Forty six Amendment) Act, 1982, if any further tax of levy is imposed by statute after the date of receipt of tenderers and the contractors' thereupon necessarily and properly pay such taxes and levies the contractor shall be reimbursed the amount so paid provide such payment, if in opinion of Superintending Engineer, whose decision shall be final and binding, is not attributable to delay in execution of work within the control of the Contractor. **Contractors should quote the rates both in figures and in words. If there is any discrepancy the rates quoted in words will be considered.**
- 1.14.2 The contractor shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary any shall allow, inspection of the same by a duly authorize representatives of Government and further shall furnish such other information / documents as the Engineer-in-charge may require.
- 1.14.3 The contractor shall within a period 30 days of imposition of any further tax or levy pursuer to the constitution Forty Sixth Amendment Act. 1982 give written notice thereof the Engineer-in-Charge that the same is given pursuant to this condition, together, with all necessary information relating thereto.
- 1.14.4 Rates quoted shall be inclusive of the Sales Tax Act/turnover Tax livable by Government of Maharashtra as per their Act, Maharashtra Act No. XXXVI-89, an act to levy and collect on the tax on the transfer of property in goods involved in the execution of works contact in State of Maharashtra and nothing extra will be payable on that account.
- 1.15.1 For the proposed recording measurements and preparing Account bills the abbreviated nomenclature indicated in the publications abbreviated nomenclature of item of Delhi Schedule Rates 1997 (bilingual) shall be accepted. The abbreviated nomenclations shall be taken to cover all the materials and operations as per complete nomenclature of the relevant items in the agreement and other relevant specifications.
- 1.15.2 In case of items for which abbreviated be nomenclature not available in the above cited publication and also in case of extra and substituted items of works for which abbreviated nomenclature is not provided in the agreement, the full nomenclature of items shall be reproduced in the measurement books and bill forms for running account bill.
- 1.15.3 The full nomenclature to the items shall be adopted in preparing abstract of final bill in the measurement book and also the bill form for final bill.
- 1.16. The contractor shall take instructions from the Engineer-in-charge for stacking of materials in any place. No excavated earth or building material shall be stacked on areas where over buildings, roads; services of compound walls are to be constructed.
- 1.17. Any damage to work resulting from rains or from any other causes until the work is taken over by Department after Completion of work shall be made good by the contractor, at his own cost.
- 1.18. Royalty at the prevalent rates shall have to be paid by the contract on all the builders, materials, and shingle sand and in bajri etc. collected by him for the execution of the work, direct to the Revenue authority or authorised agent of the state Government concerned or Central Government.
- 1.19 Contractor shall have no claim if the finished products like shutters, grills etc. brought at site are rejected by Engineer-in-Charge in part or full lot due to bad work-man ship/quality. Such materials will not be measured and the paid and the contractor shall remove the same from the site of 7days after the written instruction in this regard are issued by Engineer-in-charge or his authorised representative.
- 1.20 The contractor shall be responsible for the protection of the sanitary and supply fittings and other fittings and fixtures against pilferages & breakage during the period of installation & thereafter until the building is handed over.
- 1.21 The site being very congested, land may not be provided at the site of work for construction of labour hutments the contractor shall make his own arrangements to provide accommodation for labuor. No claim whatsoever will be entertained in this regard.
- 1.22 The contractor in course of their work should understand that all materials (e.g. stone and other materials) obtained in the work or dismantling, excavation etc. will be considered Government's property and may be issued to the contractor if required for use in this work at rates approved by the Superintending Engineer.
- Any cement slurry added over base surface or for continuation of concreting for bond is added, its cost shall be deemed to have been included in the respective items, unless otherwise, explicitly stated, and nothing extra shall be payable
- 1.23 No extra cement considered in the cement consumption on this account.
- 1.24 The rate for all items in which use of cement is involved is inclusive of curing.
- 1.25.1 The rate of items of flooring is inclusive of providing sunk flooring in bathrooms, kitchen etc. and providing the required slopes and nothing extra on this accounts is admissible.

- 1.25.2 Stone slabs such as shahabad, kota, Tandoor, Granite & Marble used for steps / staircase treads & risers etc. the length of which is less than 1.2 meter shall be of single piece. No construction joints shall be allowed noting extra shall be paid on this account.
- 1.26 The SCI pipe and GI pipe wherever necessary shall be fixed to RCC columns beams etc. with rawl plugs and nothing extra shall be paid for this.
- 1.27.1 The water proofing items should be got done through the firms approved by the Director, CWPRS, Pune. The list of approval firms as on date is available with the Executive Engineer Concerned.
- 1.27.2 In case, it is not possible for the contractor to engage one of the approved firms for Water proofing works as per this agreement, he shall submit his proposal of engaging a specialised firm for the above work. The work shall be carried out by the specialist firm approved by the Director, CWPRS, Pune.
- 1.27.3 The contractor shall also intimate the Engineer-in-Charge the trade name and test certificate in respect of water proofing compound to be used. Quantity of chlorides and sulphides used in the product shall also be given.
- 1.27.4 Five years guarantee in prescribed proforma attached must be given by the Contractor for the water proofing treatment. In addition 10% (ten percent) of the cost of these items would be retained as guarantee to watch the performance of the executed work. However, half of this amount (withheld) would be released after two monsoon seasons after the completion of the work, if the performance of the work done is satisfactory. If any defect is noticed during the guarantee period, it should be rectified by the contractor within seven days and if not attended to, the same shall be got done by other agency at the risk and cost of the contractor. In any case, the guaranteeing firms during the guarantee period should inspect and examine the treatment once in every year and make good any defect observed. However, the security deposit shall be released in full if bank guarantee of equivalent amount for five years is produced and deposited with the Engineer-in-charge.
- 1.28 All incidental charges of any kind whatsoever including cartage, storage, cutting and wastage shall be borne exclusively by the contractor and nothing extra shall be paid him on this account.
- 1.29 The rates of all items of work shall unless clearly specified otherwise include cost of all labour materials and inputs involved with execution of the works.
- 1.30 The contractor shall clear the site thoroughly of rubbish, scaffolding materials etc. before the handing over of the work.
- 1.31.1 All the materials to be used on works shall bear ISI certification mark unless otherwise the make is specified in the item or special conditions appended with this tender documents.
- 1.31.2 In case ISI marked materials mentioned in the tender documents are not available, as per opinion of Engineer-in-Charge which shall be final, the material to be used shall conform to IS Code on CPWD specifications applicable in this tender. In such case, Engineer-in-Charge shall satisfy himself about the quality of such material and give his approval in writing.
- 1.31.3 Only articles classified, as first quality by the manufacturer shall be used unless otherwise specified. All materials not having ISI mark shall be tested as per ISI specification.
- 1.31.4 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.
- 1.31.5 All materials equivalent to the specified one should be got by the Engineer-in-charge in writing before using the said materials on the work.
- 1.31.6 Sanitary fittings, paints and other materials shall be obtained from one of the firms on the list of approved manufacturers of CPWD or shall bear I.S.I. mark.
- 1.31.7 The contractor shall have to deposit the approved paints of required colour and shade as per actual requirements of the work to be done with the Engineer-in-Charge at his Departmental Stores at the site of work.
- 1.31.8 The paint will be issued to the contractor from time to time accordingly to his requirements for the work in the same manner as the issue of materials stipulated to be issued departmentally.
- 1.31.9 Similar producer shall be followed for water proofing compound.
- 1.31.10 The day-to-day receipt and issue quantity account of water proofing components etc. shall be maintained by the Junior Engineer and signed daily by the contractor on his authorised agent.
- 1.31.11 Empty containers should not be removed without the written permission of the Engineer-in-charge.
- 1.32. Unless otherwise specified in the schedule of quantities the rates for all items of work shall be considered as including of pumping out or bailing out water is requested for which no extra payment will be made. This will include water encountered from any sources such as rains floods subsoil water table being high due to any other cause whatsoever.

2.0 TESTING OF MATERIALS

- 3.1 Samples of various materials required for testing shall be provided free of charges by the contractor. Testing charges, if any unless otherwise provided, shall be borne by the department. All other expenditure required to be incurred for taking the samples; conveyance, packing etc. shall be borne by the contractor himself.
- 3.2 The contractor's rate for the items involving the use of materials shall be deemed to cover the cost of samples.
- 3.3 The contractor shall produce all the materials in advance so that there is sufficient time for testing and approving of the material and clearance of the same before use in work.
- 3.4 All material's are to be approved by the Engineer-in-charge before the bulk collection is started.
- 3.5 In case of concrete and reinforced concrete work the contractor shall be required to make arrangement for curing out compression strength tests at his own cost. He shall render all assistance for the preparation of cubes sale custody of the same proper curing and carriage up to the laboratory where the test is to be performed. The cube tests can be performed at any laboratory approved by the Engineer-in-charge.
- 3.6 All the materials required to be tested shall be tested as per provisions of the relevant I.S. codes. Should there be any difference between acceptance CRITERIA given in I.S. Code C.P.W.D. specifications and special conditions the acceptance CRITERIA shall be in the following order of precedence.
 1. Special Conditions.
 2. C.P.W.D. specifications.
 3. I.S. Code.

PARTICULAR SPECIFICATIONS

- 4.1 Unless otherwise specified, CPWD specification 1991-96 Vol. I to VI with correction Slip No.1 to 6 revised CPWD specification 2002 for motor cement contract & RCC shall be followed in general. An additional item of work, if taken up subsequently, shall also conform to the relevant CPWD specifications mentioned above.
- 4.1 Should there be any difference between description of items as given in the schedule of quantities, specifications and special conditions for individual items of work, CPWD specifications and IS Codes, the work shall be got done in the following order of precedence:
 - (1) Description of items as given in the schedule of quantities
 - (2) Special conditions & particular specifications
 - (3) CPWD specifications &
 - (4) IS Codes
- 4.2 In case of items not covered by the general specifications referred to above and particular specifications attached, reference shall be made to appropriate latest I.S Codes and the decision of the Engineer-in-charge in this regard shall be final and binding on the contractor.
- 4.3 Any cement slurry added over base surface or for continuation of concreting for better bond is deemed to have been in built in the items and nothing extra shall be payable or extra cement considered in consumption on this account.
- 4.4 The CPWD Specifications 1991-96 Vol. I to VI with up to date concreting slip shall be modified to the extent detailed below for this contract.

4.4.1 STONE AGGREGATES:

- 4.5.1.1 All stone aggregate and stone ballast shall be of hard stone variety to be obtained from the quarries approved by the Engineer-in-charge.

4.4.2 SAND

- 4.5.2.1 Sand should be obtained from the source approved by the Engineer-in-charge and screened as required. The sand shall be clean and sharp angular grit type. If the sand brought to site is dirty it must be washed in clean water.
- 4.5.2.2 The fineness modulus of sand for different categories of items shall be as follows:
 - 4.5.2.2.1 For general-purpose work and for concrete work the fineness modulus shall be between 2.6 to 3.6.

4.5.2.2 For masonry work and for the undercoat of two-coat plaster, the fineness modulus of the sand shall not exceed 2.75. Alternatively, the mixture of sand and the stone dust in proportion 1:1 may be used in which case, the fineness modulus of the mixture shall not exceed 2.40.

4.5.2.3 For plastering single coat and top coat of two-coat plaster, the fineness modulus of sand shall not exceed 2.20. Alternatively, the mixture of sand and stone dust in proportion 1:1 may be used in which case the fineness modulus of the mixture shall not exceed 2.40.

4.5.2 BRICK WORK:

4.5.3.1 Bricks shall be of crushing strength not less than 35 Kgm/Sqm. The average water absorption of bricks shall not be more than 25% of the dry weight when immersed in water for 24 hours. Brick size shall be 225 mm x 11 mm. Bricks need not have frog.

4.5.3.2 The brickwork shall be suitably recessed by cutting chases for provision of vertical electrical conduits and metal boxes according to the elevation drawing for electrical services. Engineer-in-charge would co-ordinate for relevant drawings and supply the same in advance before the work is taken up. The horizontal electrical conduits shall generally be placed along with joints of courses resorting to minimum cutting of bricks. After the conduits and boxes are fixed by the electrical contractors, the chase shall be closed neatly with cement mortar of same mix as that of plaster. The contractor shall have to work in co-operation with the contractor for electrical works. No deduction for the recesses will be made in measurement for brickwork and nothing extra shall be paid for cutting and closing the recessed chases.

4.5.3.3 The brickwork for the portions of the external wall of W.C., through which pipes are taken, will be done after the pipes are fixed.

4.5.3.4 All crossings, embedment etc in walls and floors for water supply, drainage and sanitary pipes, fittings etc shall be provided as previously prepared detailed drawings for individual walls and floors so as to avoid cuttings of brickwork and floors. All such areas shall be made good during finishing and nothing extra shall be paid for this.

4.5.4 R.C.C. WORK

4.5.4.1 Drawing No.PCC/MISC/1 enclosed shall be followed to identify the RCC wall fins, beam and slab in RCC monolithic construction for the purpose of recording measurement and payment.

4.5.4.2 In respect of projected balconies, projected slabs at roof level and projected verandah, the payment for the RCC work shall be made under the item of RCC slabs. The payment for centering and shuttering of such items shall similarly be paid under the item of centering and shuttering of RCC slab. Nothing extra shall be paid for the side shuttering at the edges of these projected balconies and projected verandah. All the exposed edge shall however, be finished as per specifications and nothing extra shall be paid for this.

4.5.4.3 STEEL SHUTTERING

4.5.4.3.1 For form work use of solid timber and products involving solid timber shall not be permitted. Specifications for steel centering, shuttering, and formwork as given in the CPWD Specification 1991-92 Vol. II shall be followed in general.

4.6 "T" IRON FRAME

The rate of T Iron frames shall include the following:

4.6.1 M.S. sill/tie of 16 mm dia bar welded to T-iron frames to keep the frames vertical in correct position. The sill/tie shall be embedded in the floor concrete. No tie is necessary for window frames.

4.6.2 Each T iron frame for doors shall have 4 Nos. MS lugs 15 x 3 mm, 10 cms long welded to each vertical member of the frame.

4.6.3 M.S. Plate 8 x 25 mm, 100 mm, long having threaded holes (No. of flats shall correspond to the No. of butt hinges to be fixed to door/window (shutter) shall be welded at appropriate places at the back of the T-iron frames for fixing the required butt hinges to the frame with machine screws. M.S. Flats 8 x 25 mm, 50 mm long with threaded holes shall be welded to the back of the T-sections to receive the butt hinges for the cleats.

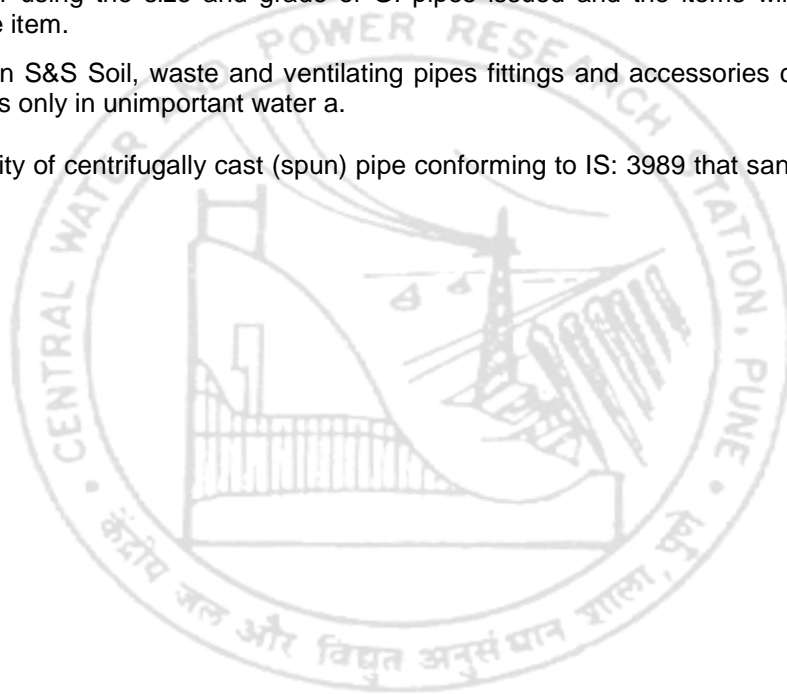
4.6.4 The M.S. plate clamps 15x6 mm thick for holding arrangements is to be provided and added as per site conditions. The rate is inclusive of the cost of such clamps.

4.6.5 All welded steel work shall be tested for quality of weld as laid down in IS 8221970 before actual erection.

4.7. **PIPES:**

Cast iron pipes and fitting 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 will be made for fixing the pipes.

- 4.7.1 The SCI pipes and GI pipes wherever necessary shall be fixed to RCC columns, beams etc with rawl plug and nothing extra shall be paid for this.
- 4.7.2 G.I. pipes if stipulated for issue in the schedule of material can be issued in inch sizes or its equivalent metric sizes, medium grade or heavy grade as per the availability with the department and the issue rate recoverable from the contractor will remain the same. The contractor will not be paid anything extra on this account and nothing will be deducted for using the size and grade of GI pipes issued and the items will be paid as per agreement rate for the same item.
- 4.7.3 Centrifugally cast (spun) iron S&S Soil, waste and ventilating pipes fittings and accessories conforming to IS: 3489 shall only be used. It is only in unimportant water a.
- 4.7.4 -*nd in case of non-availability of centrifugally cast (spun) pipe conforming to IS: 3989 that sand cast iron pipes may be used.



अनुसंधान के माध्यम से सेवा
Service Through Research

FORM OF PERFORMANCE SECURITY (GUARANTEE)
BANK GUARANTEE BOND

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

We _____ (hereinafter referred to as "the Bank") hereby (Indicate the name of the Bank) undertake to pay to the Government an amount not exceeding to Rs _____ (Rupees _____ Only) on demand by the Government.

2. We _____ do hereby undertake to pay the amounts due and payable
(Indicate the name of the Bank)
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 to Rs. _____ (Rupees _____ only)

3. We, the said bank further undertake to pay to the Government any money so demanded not-with standing 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 contractor(s) shall have no claim against us for making such payment.

4. We _____ further agree that the guarantee herein contained shall
(Indicate the name of the Bank)
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 conditions of the said agreement have been fully and property carried out by the said contractor(s) and accordingly discharges this guarantee.

5. We _____ further agree with the Government that
(Indicate the name of the Bank)
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 forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractor(s) or for any forbearance, act of omission on the part of the Government or any indulgence by the Government to the said contractor (s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this ;provision, have effect of so relieving us.

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

7. We _____ lastly undertake not to revoke this guarantee except with the
(Indicate the name of the Bank)
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 sand discharged.

Dated the _____ day of _____ for _____ (Indicate the name of bank)

CEMENT SHEET

Name of Work: **Exterior finishing work like plaster and painting at kamarajar port model at CWPRS, PUNE-24**

Consumption of Cement: **198 Bags**

{Cement should be ISI clarification mark, 33 grade (confirming to IS 269) or 43 grade (Confirming IS 8112) of 50 kg bags (each) procured by contractor }

Contractor Signature

Executive Engineer (Civil)
CW & PRS, Pune - 24

CONDITION FOR CEMENT

- 1.1.1 The contractor shall procure 43 grade (conforming to IS: 8112) ordinary. Portland cement as required in the work, from reputed manufactures of cement, having a production capacity of one million tonnes per annum or more, such as A.C.C.L &T.J.P. Rewa, Vikram, Shri Cement, Birla jute and cement Corporation of India etc. As approved by ministry of Industry, Government of India and holding license to use ISI certification mark for their product whose name shall be got approved from Engineer-in-Charge. Supply of cement shall be taken in 50 kg bags bearing manufacturing shall be taken by the Engineer-in-charge and got tested in accordance with provisions of relevant BIS codes, the cement shall stand rejected and shall be removed from the site by the contractor as his own cost within a week's time of written order from the Engineer -in-charge.
- 1.1.2 The cement shall be brought at site in bulk supply of approximately tonnes or as directed by engineer-in-charge.
- 1.1.3 The cement godown of the capacity to store a minimum, of 200 bags of cement shall be constructed by the contractor at site of work for which no extra payment shall be made. Double lock provision shall be made to the door of the cement godown. The keys of one lock shall remain with with the Engineer-in-charge or his authorised agent. The contractor shall be responsible for the watch and ward and safety of the cement godown. The contractor shall facilitated the inspection for the watch and ward and safety of the cement godown by the Engineer-in-charge at any time.
- 1.1.4 The contractor shall supply free of charge required for testing. The cost of tests shall be borne by the contractor /Department in the manner indicated below:
 - (i) By the if the results show that the steel contractor conforms to relevant BIS codes.
 - (ii) By the department if the results show that the steel conforms to relevant BSI codes.
- 1.1.5 The actual issue and consumption of cement on work shall be regulated and proper accounts maintained in cement register. The theoretical consumption of cement shall be worked out as per procedure followed by the CPWD on the basis of Standard co- efficient as provided laid in DSR 1997/2002 with up to date C.S.
- 1.1.6 Cement brought to site and cement remaining unused after completion of work shall not be removed from site without written permission of the Engineer-in-Charge.

CONDITION FOR STEEL

2.1 The Contractor shall procure steel reinforcement bars conforming to relevant BIS codes from main products as approved by Ministry of Steel and secondary producers or -re-rollers having valid BIS license. For TMT bars conforming to relevant BIS code, procurement shall be made from main producers and secondary producers having valid BIS license. The Contractor shall have to obtain and furnish test certificates to the Engineer-in-charge in respect of all supplies of steel brought by him to the site of work. Surplus shall also be taken and got tested by the Engineer-in-charge per the provision in this regard in relevant BIS codes. In case the test results indicate that steel arranged by the Contractor does not conform to BIS codes, the same shall stand rejected and shall be removed from the site of work by the contractor at his own cost within a week's time from written orders from the Engineer-in-charge to do so.

2.2 The steel reinforcement shall be brought to the site in bulk supply of 10 tonnes or more or as decided by the Engineer-in-charge.

2.3 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 size and lengths shall be stored separately to facilitate counting and checking. For checking nominal mass, tensile's strength, bend test, re-bend lost etc. Specimen of sufficient length shall be got from each size of the bar at random frequency not less than specified below:

SIZE OF BAR	FOR CONSIGNMENT BELOW 100 TONNES	FOR CONSIGNMENT OVER 100 TONNES
Under 10 mm dia	One sample for each 25 tonnes or part thereof.	One sample for each 40 tonnes or part thereof.
10mm to 16mm dia	One sample for each 35 tonnes or part thereof.	One sample for each 45 tonnes or part thereof.
Over 16mm dia	One sample for each 45 tonnes or part thereof.	One sample for each 50 tonnes or part thereof.

2.3.1 The contractor shall supply free of charge the steel 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 steel does not conform to relevant BIS codes.
- (ii) By the Department if the results show that the steel does not conform to relevant BIS codes.

2.4 The actual issue and consumption of steel on work shall be regulated and proper accounts maintained through material at site accounts. The theoretical consumption of steel shall be worked out as per procedure followed by the CPWD on the basis of standard co-efficient weight being calculated with the table IV in CPWD Specification 1996 Vol.II.

2.4.1 Steel brought to site and steel remaining unused shall not be removed from site without the written permission of the Engineer-in-charge.

Contractor Signature:

Executive Engineer (Civil)

PRE CONTRACT INTEGRITY PACT

Ref : MOWR OM NO. 11/23/2011-IFD dt.20.09.2011

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on 26th-day of the month of September 2016, between, on one hand, the President of India acting through Executive Engineer (Civil), of the officer, Ministry/Department, Government of India (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s _____ represented by Shri _____, Chief Executive officer (hereinafter called the "BIDDER/Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure (Name of the Stores/Equipment/Item) and the BIDDER/Seller is willing to offer/has offered the stores and

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a Ministry/Department of the Government of India/PSU performing its functions on behalf of the President of India.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any Influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to: -

Enabling the BUYER to obtain the desired said stores/equipment at a competitive price in conformity with the defined specification by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto agree to enter into this Integrity Pact and agree as follows:

Commitments of the BUYER

- 1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BUDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 1.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

- 2 In case any such preceding misconduct on the part of such official(S) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prime facie found to be
- 3 correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealing related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceeding under the contract would not be stalled.

Commitments of BIDDERS

- 4 The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-
 - 4.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
 - 4.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Government.
- 3.3* BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- 3.4* BIDDERS shall disclose the name payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.5* The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator/authorized government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 3.6 The BIDDER, either while presenting the bid or during pre-contract negotiation or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.7 The BIDDER will not collude with other parties interested in the contract of impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

- 3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 If the BIDDER or any employee of the BIDDER or any persona acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filling tender.

The term 'relative; for this purpose would be as defined in Section 6 of the Companies Act 1956.

- 3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

4. Previous Transgression

- 4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.
- 4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Earnest Money (Security Deposit)

- 5.1 While submitting commercial bid, the BIDDER shall deposit an amount ₹ **11669/-** (to be specified in RFP) as Earnest Money/Security Deposit, with the BUYER through any of the following instruments.
- (i) Bank Draft or a Pay Order in favour of **Executive Engineer (Civil),CWPRS,Pune-24**
 - (ii) A confirmed guarantee by an Indian Nationalised Bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.
 - (iii) Any other mode or through any other instrument (to be specified in the RPF)
- 5.2 The Earnest Money/Security Deposit shall be valid upto a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.
- 5.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 5.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/ Security Deposit for the period of its currency.

6. Sanctions for Violations

6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-

- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER (s) would continue.
- (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- (iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments. Already made by the BUYER, along with the interest.
- (vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money (s) due to the BIDDER.
- (vii) To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the BUYER.
- (viii) To recover all sums paid in violation of this Pact by BIDDER (s) to any middleman or agent or broker with a view to securing the contract.
- (ix) In cases where irrecoverable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
- (x) Forfeiture of Performance bond incase of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2 The BUYER will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the independent Monitor (s) appointed for the purposes of this Pact.

7. Fall Clause

- 7.1 The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

8. Independent Monitors

- 8.1 The BUYER has appointed independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Name and Addresses of the Monitors to be given).
- 8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 8.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.
- 8.6 The BIDDER (s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.
- 8.7 The BUYET will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 8.8 The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

9. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

10. Law and Place of Jurisdiction

This Pact is subject to Indian law. The place of performance and jurisdiction is the seat of the BUYER.

11. Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

12. Validity

12.1 The validity of this Integrity Pact shall be from the date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

12.2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement tot heir original intentions.

13. The parties hereby sign this Integrity Pact at CWPRS, Pune-24 on **26.10.2016**

EXECUTIVE ENGINEER (CIVIL)
CWPRS, KDK, PUNE-24
MINISTRY OF WATER RESOURCES

BIDDER
CHIEF EXECUTIVE OFFICER

Witness

Witness

1. _____

1. _____

2. _____

2. _____

* Provisions of these clauses would need to be amended / deleted in line with the policy of the BUYER in regard to involvement of Indian agents of foreign suppliers.

SCHEDULE OF WORK

Name of work: Exterior finishing work like plaster and painting at kamarajjar port model at, CWPRS, Pune -24.

Estimated Amount : Rs.5,83,455/-

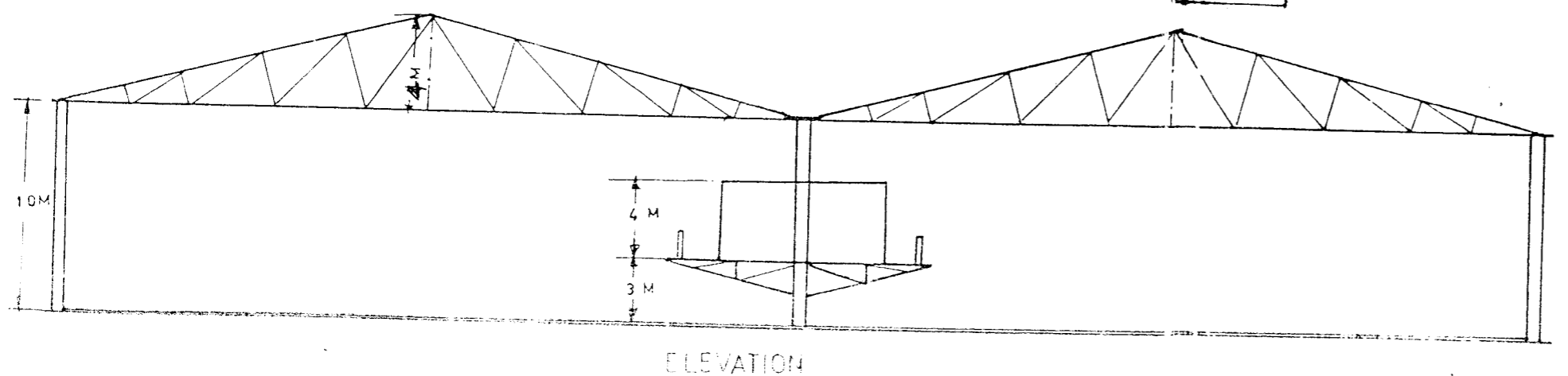
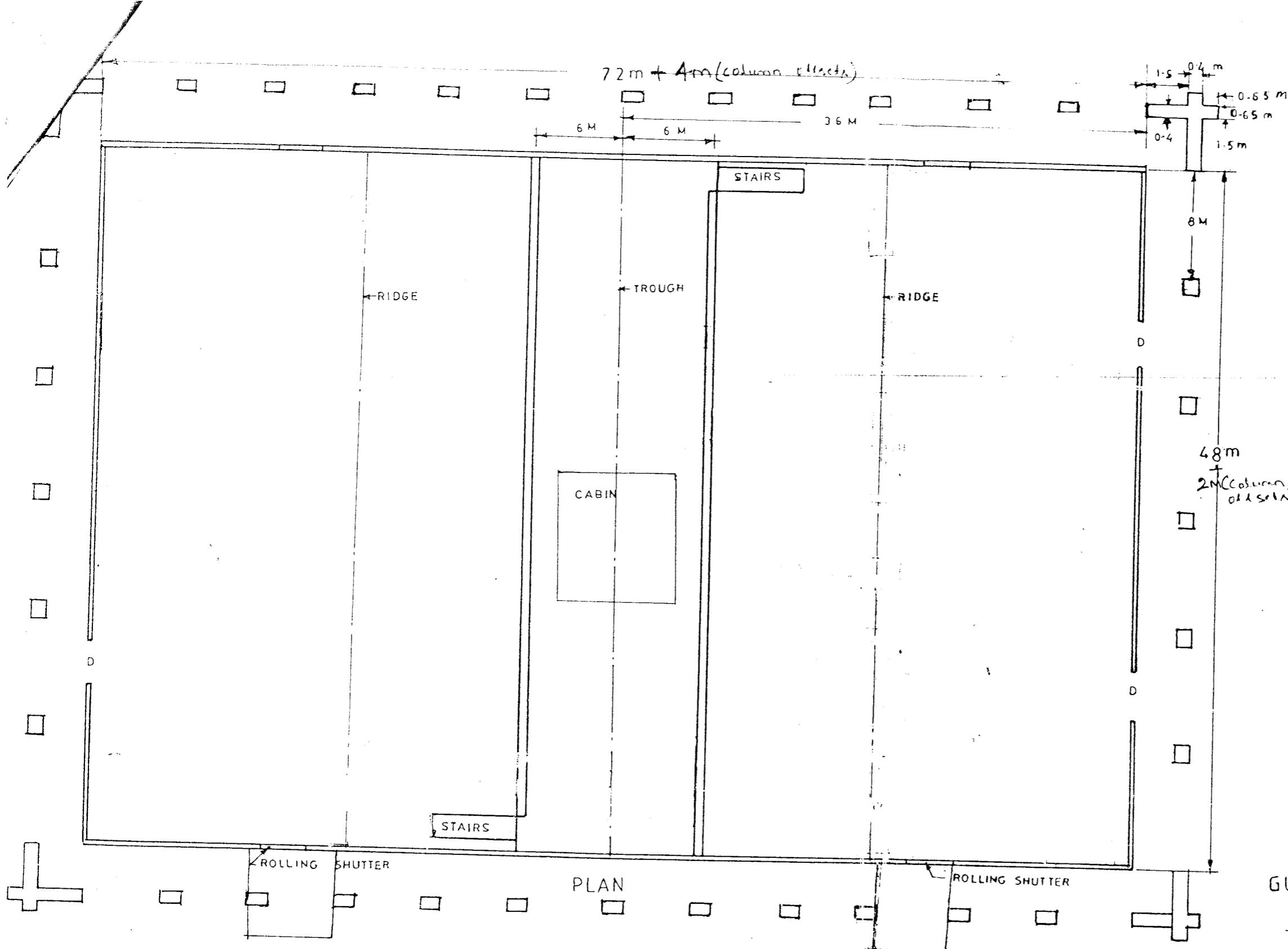
Time limit: 60 days

Item No.	Brief description of item	Quantity	Unit	Rate in Rs.....		Amount in Rs....
				In words	In figures	
1	Providing and fixing chicken mesh at old surface after taking out loose plaster material from existing surface, with necessary nails and fixtures and as directed at site by engineer in charge.	740.00	sqm			
2	Providing and applying 6 mm cement plaster of mix :1:3 (1 cement : 3 fine sand)	740.00	sqm			
3	Repairs to plaster of thickness 12 mm to 20 mm in patches of area 2.5 sq. meters and under, including cutting the patch in proper shape, raking out joints and preparing and plastering the surface of the walls complete, including disposal of rubbish to the dumping ground within 50 metres lead : With cement mortar 1:4 (1 cement : 4 fine sand)	1030.00	sqm			
4	Removing dry or oil bound distemper, water proofing cement paint and the like by scrapping, sand papering and preparing the surface smooth including necessary repairs to scratches etc. complete.	200.00	Sqm			
5	Finishing walls with water proofing cement paint of required shade : Old work (one or more coats applied @ 2.20 kg/10 sqm) over priming coat of primer applied @ 0.80 litrs/10 sqm complete including cost of Priming coat.	200.00	Sqm			
6	Finishing walls with water proofing cement paint of required shade : New work (Two or more coats applied @ 3.84 kg/10 sqm)	2020.00	sqm			
7	Painting with synthetic enamel paint of approved brand and manufacture to give an even shade : Two or more coats on new work	70.00	sqm			
8	Painting with synthetic enamel paint of approved brand and manufacture of required colour to give an even shade : One or more coats on old work .	31.00	Sqm			

<p>9) Providing and fixing double scaffolding system (cup lock type) on the exterior side, up to seven story height made with 40 mm dia M.S. tube 1.5 m centre to centre, horizontal & vertical tubes joining with cup & lock system with M.S. tubes, M.S. tube chailles, M.S. clamps and M.S. staircase system in the scaffolding for working platform etc. and maintaining it in a serviceable condition for the required duration as approved and removing it there after. The scaffolding system shall be stiffened with bracings, runners, connection with the building etc wherever required for inspection of work at required locations with essential safety features for the workmen etc. complete as per directions and approval of Engineer-in-charge. The elevational area of the scaffolding shall be measured for payment purpose. The payment will be made once irrespective of duration of scaffolding.</p>	60.00	Sqm			
				Total	
				Say	

Contractor's Signature

**Executive Engineer (Civil)
CWPRS, Khadakwasla, pune - 411024**



GUJRAT HANGER
 N.T.S.
 KAMARAJAR PORT MODEL

J. B. Agary
 S.D.B.
 P.H.I.I.