



**Government of India**  
**Ministry of Water Resources, RD & GR**  
**Central Water and Power Research Station**  
**Khadakwasla, Pune - 411024**

**NIT**

**Name of Work:** Maintenance and up-keeping of day-to-day activities of physical wave model of Mormugao Port and Multi Purpose Wave Basin Hangar at CWPRS, Pune-24

**Estimated Cost** : Rs. 3,04,807/-

**EMD** : Rs. 6,100/-

**Time Limit** : 365 Days

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Service Through Research

**INDEX**

**Name of work :- Maintenance and up-keeping of day-to-day activities of physical wave model of Mormugao Port and Multi Purpose Wave Basin Hangar at CWPRS, Pune-24**

**NIT No. :- 09/2018-19**

<b>Sl. No.</b>	<b>CONTENTS</b>	<b>PAGE NO.</b>
1.	Information & Instruction for contractor for e-Tendering.	2 to 3
2.	Receipt of Deposition of Original EMD	4 to 4
3.	Notice inviting tenders (form CPWD-6)	5 to 8
4.	Item rate/Percentage rate/Lump-sum tender (form CPWD-7/8)	9 to 10
5.	Schedule A to Schedule F	11 to 15
6.	Form of Earnest Money (Bank Guarantee)	16 to 17
7.	Particular Specifications	18 to 18
8.	Special Conditions	19 to 27
9.	List of Approved make of Materials	28 to 30
10.	Pre Contract Integrity Pact	31 to 36
11.	Schedule of work to be seen only	37 to 37
12.	Bill of Quantity to be filled by contractor	38 to 38
13.	Drawing	NIL

This N.I.T contains pages **1 to 38** only.

**This N.I.T. has been approved for Rs. 3,04,807/- (Rupees three lakhs four Thousand eight hundred and seven only).**

Scientist -C  
Construction and Procurement Cell  
CWPRS, Khadakwasla, Pune-24

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

Government of India  
Ministry of Water Resources, RD & GR  
**CENTRAL WATER & POWER RESEARCH STATION**  
Khadakwasla, Pune 411024

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**E-TENDER NOTICE**

The Scientist-C, Construction and Procurement Cell, CWPRS, Pune, on behalf of President of India, invites **online** item rate/percentage rate/Lump Sum bids from **approved and eligible contractors of CPWD** or those of appropriate list of State / Central Government Authorities of similar works for following works:

Sr. No	NIT No	Name of work and location	Estimated cost (Rs.)	EMD Rs.	Period of completion	Last date & time of submission of bid	Date & time of opening of bid
1	09/ 2018-19	<b>Maintenance and up-keeping of day-to-day activities of physical wave model of Mormugao Port and Multi Purpose Wave Basin Hangar at CWPRS, Pune-24</b>	3,04,807/-	6,100/-	365 Days	14.05.2018 at 11.00 am	15.05.2018 at 11.00 am

1. The intending bidder must read the terms and conditions of CPWD-6 carefully. He should only submit his bid if he considers himself eligible and is in possession of all the documents required.
2. Eligibility of bid submission is C.P.W.D. as well as non C.P.W.D. bidders 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: -

**Three similar works and civil work of each of value 40% of estimated cost or two works of 50% cost or one work of 80% estimated cost in the last 7 years ending last day of the month previous to the one in which the tenders are invited.**

3. Information and instructions for bidders posted on website shall form part of bid document.
4. The bid document consisting of specification, the schedule of quantities of various type of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen and downloaded from website : [www.cwprs.gov.in](http://www.cwprs.gov.in) or [www.eprocure.gov.in](http://www.eprocure.gov.in) / [cphp](http://cphp) free of cost.
5. The intending bidder must have valid Class-III Digital Signature in order to submit the bid.

6. The bidder can deposit original EMD in the office of Scientist-C, CPC, CWPRS, Pune-411024 in favour of PAO, CWPRS, Pune. The bidder shall also obtain the receipt of the same.
7. The bid can only be submitted after uploading the mandatory scanned documents such as Demand Draft or Fixed Deposit Receipts and Bank Guarantee of any Scheduled Bank towards EMD in favour of PAO, CWPRS, Pune as mentioned in NIT and other documents as specified within the period of bid submission.
8. On opening date, the bidder can login and see the bid opening process. After opening the bids, he will receive the competitor bid sheets.
9. The bidder can upload documents in the form of PDF format only.
10. The bidder must ensure to quote his item rate / percentage rate /Lump-sum bid in the attached Bill of Quantity (Excel format).
11. **The contractor whose bid is accepted will also be required to furnish performance guarantee (PG) along with copy of applicable licenses/registrations or proof of applying for obtaining labour licenses, registration with EPFO, ESIC and BOCW Welfare Board (if applicable) and Programme Chart (Time and Progress) within the period specified in Schedule F i.e. 7 days from the date of issue of letter of acceptance**
12. **The lowest bidder (L1) shall physically submit the certified copy of all scanned and uploaded documents as below within five working days after uploading of financial approval of the bid in the office of Scientist-C, CPC, CWPRS, Pune. If the successive bidder fails to submit the certified copy of all uploaded documents at CWPRS within the specified period, his bid is liable to be rejected and he will be blacklisted for 3 years or more and his registration may also liable to be cancelled by approving authority.**

List of Documents to be scanned and uploaded within the specified date and time i.e. period for bid submission:

- i. Demand Draft or Banker's Cheque or FDR of any Schedule Bank against EMD. If EMD exempted, then definite proof of EMD exemption certificate of Competent Authority (MSME/NSIC) may be scanned and uploaded.
- ii. Enlistment of the Bidder
- iii. [Certificate of Registration for GST](#).
- iv. Work Experience Certificate of similar nature is to be considered only.

( B. Suresh Kumar )  
Scientist-C  
Construction and Procurement Cell

**Receipt of Deposition of Original EMD**  
**(Receipt No...../date.....)**

SN	Particular	Details
1	Name of work	Maintenance and up-keeping of day-to-day activities of physical wave model of Mormugao Port and Multi Purpose Wave Basin Hangar at CWPRS, Pune-24
2	NIT No.	09/2018-19
3	Estimated Cost	Rs. 3,04,807/-
4	Amount of Earnest Money Deposit	Rs.6,100/-
5	Last date of online submission of bid	14/05/2018 up to 11.00 am

**Details to be filled by EMD Receiving officer of CWPRS**

SN	Particular	
1	Name of contractor	
2	Form of EMD Received & its Details	
3	Amount of Earnest Money Deposit Received	Rs.
4	Date of submission of EMD	/ /2018

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Signature, Name and Designation of  
EMD Receiving officer of CWPRS  
( Along with office stamp)

**Government of India**  
**CENTRAL WATER AND POWER RESEARCH STATION**  
**Khadakwasla, Pune-24**  
**Notice Inviting Tender for e-Tendering**

1. Item rate / percentage rate/ Lump-sum online tenders are invited on behalf of the President of India from approved and eligible contractors of C.P.W.D. or those of appropriate list of State / Central Government Authorities of similar works for the following work :

**Maintenance and up-keeping of day-to-day activities of physical wave model of Mormugao Port and Multi Purpose Wave Basin Hangar at CWPRS, Kdk, Pune-24**

The enlistment of the contractors should be valid on the last date of submission of bids.

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

- 1.1 The work is estimated to cost **Rs. 3,04,807/-** This estimate, however, is given merely as a rough guide.
- 1.1.1 The authority competent to approve NIT for the combined cost and belonging to the major discipline will consolidate NITs for calling the bids. He will also nominate Division which will deal with all matters relating to the invitation of bids.

For composite bid the bidders, besides indicating the percentage above/below the combined estimated cost put to bid, should also indicate the amount in word for each component separately. The eligibility of bidder will correspond to the combined estimated cost of different components put to bid.

Eligibility of bid submission is C.P.W.D. as well as non C.P.W.D. bidders 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: -

Three similar works each of value 40% of estimated cost or two works of 50% cost or one work of 80% estimated cost in the last 7 years ending last day of the month previous to the one in which the tenders are invited.

**Note :-**

1. Agreement shall be drawn with the successful tenderer on prescribed Form No. CPWD-7/8 which is available as a Govt. of India Publication and also available on website [www.cpwd.gov.in](http://www.cpwd.gov.in). Bidder shall quote his rates as per various terms and conditions of the said form which will form part of the agreement.
2. The time allowed for carrying out the work will be **365 days** from the date of start as defined in schedule 'F' or from the first date of handing over of the site, whichever is later, in accordance with the phasing, if any, indicated in the bid documents.
3. The site for the work is available.

**The architectural and structural drawings shall be made available in phased manner, as per requirement of the same as per approved programme of completion submitted the contractor after award of work.**

4. The bid document consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents except Standard General Conditions of Contract Form can be seen from the web Site [www.cwprs.gov.in](http://www.cwprs.gov.in) or [www.eprocure.gov.in](http://www.eprocure.gov.in) / [cphp](http://cphp) free of cost.
5. After submission of the bid the contractor can re-submit revised bid any number of times but before last time and date of submission of tender as notified.
6. While submitting the revised bid, contractor can revise the rate of one or more item(s) any number of times (he need not re-enter rate of all the components) but before last time and date of submission of tender as notified.
7. Earnest Money in the form of Treasury Challan or Demand Draft or Pay order or Deposit at Call Receipt or Fixed Deposit Receipt (**drawn in favour of PAO CWPRS, Pune**) shall be scanned and uploaded to the e-Tendering website within the period of bid submission.

**The original EMD may be deposited in the office of Scientist –C, CPC, CWPRS, Pune-24 inviting bids with in the period of bid submission and the receipt of deposition of EMD to the bidder in a prescribed format issued by EMD Receiving officer, CWPRS, Pune may also be uploaded with this NIT.**

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

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 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.

Copy of Enlistment Order and Certificate of work experience and other documents as specified in e-notice shall be scanned and uploaded to the e-Tendering website within the period of bid submission. However, certified copy of all the scanned and uploaded documents as specified in e-notice shall have to be submitted by the lowest bidder only within five working days after uploading of financial approval of the bid.

**The bid submitted shall be opened at 11.00 am on 15/05/2018**

8. The bid submitted shall become **invalid** if:

- (i) The bidder is found ineligible.
- (ii) The bidder does not upload scanned copy of EMD .
- (iii) The bidder does not upload all the documents (including GST Registration) as stipulated in the bid document..
- (iv) If any discrepancy is noticed between the documents as uploaded at the time of submission of bid and hard copies as submitted physically by the lowest bidder in the office of tender opening authority.

**If EMD exempted, then definite proof of EMD exemption certificate of Competent Authority (MSME/NSIC) may be scanned and uploaded**

9. **The contractor whose bid is accepted will also be required to furnish performance guarantee (PG) along with copy of applicable licenses/registrations or proof of applying for obtaining labour licenses, registration with EPFO, ESIC and BOCW Welfare Board (If applicable) and Programme Chart (Time and Progress) within the period specified in Schedule F i.e. 7 days from the date of issue of letter of acceptance**

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

**Maintenance and up-keeping of day-to-day activities of physical wave model of Mormugao Port and Multi Purpose Wave Basin Hangar CWPRS, Pune-24**

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

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

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



13. The competent authority on behalf of President of India reserves to himself the right of accepting the whole or any part of the bid and the bidders shall be bound to perform the same at the rate quoted.
14. The contractor shall not be permitted to bid for works in the CWPRS 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 Director 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 gazette officer in the CWPRS or CWPRS or in the Ministry of Water Resources, River Development & Ganga Rejuvenation . Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of this Department.
15. No Engineer of gazette rank or other Gazetted Officer employed in Engineering or Administrative duties in an Engineering Department of the Government of India is allowed to work as a contractor for a period of one year after his retirement from Government service, without the 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 afore said before submission of the tender or engagement in the contractor's service.
16. The bid for the works shall remain open for acceptance for a period of **Thirty (30) days** from the date of opening of bids. If any bidder withdraw his bids before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the bid which are not acceptable to the department, then the Government shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid. Further the bidders shall not be allowed to participate in the re-bidding process of the work.
17. This notice inviting bid shall form a part of the contract document. The successful bidder /contractor, on acceptance of his bid by the Accepting Authority shall within 15 days from the stipulated date of start of the work, sign the contract consisting of:-
  - a) The Notice Inviting bid, all the documents including additional conditions, specifications and drawings, if any, forming part of the bid as uploaded at the time of invitation of bid and the rates quoted online at the time of submission of bid and acceptance thereof together with any correspondence leading thereto.
  - b) Standard C.P.W.D. Form 7/8 or other Standard C.P.W.D. Form as applicable.

**Government of India**  
**CENTRAL WATER AND POWER RESEARCH STATION**  
**Khadakwasla, Pune-24**  
**Item Rate/ Percentage rate/ Lump-sum Tender**  
**and contract for works**

(A) Tender/bid for the work of:

**Maintenance and up-keeping of day-to-day activities of physical wave model of Mormugao Port and Multi Purpose Wave Basin Hangar at CWPRS, Pune-24**

- (i) To be submitted online / uploaded by 11:00 Hours on **14/05/2018**
- (ii) To be opened online at **11.00** Hours on **15/05/2018** in the office of **Scientist-C, CPC, CWPRS, KHADAKWASLA, Pune-24.**

**TENDER**

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

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

We agree to keep the tender open for **Thirty (30) days** from the due date of its opening and not to make any modification in its terms and conditions.

A sum of **Rs. 6,100/-** of a scheduled bank/bank guarantee issued by a scheduled bank as earnest money. If I/We, fail to furnish the prescribed performance guarantee within prescribed period. I/We agree that the said President of India or his successors, in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Further, if I/We fail to commence work as specified, I/We agree that President of India or the 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 those in excess of that limit at the rates to be determined in accordance with the provision contained in **Clause 12.2 and 12.3** of the tender form. Further, I/We agree that in case of forfeiture of Earnest Money & Performance Guarantee as aforesaid. I/We shall be debarred for participation in the retendering process of the work.

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

**Dated:**

**Witness:**

**Address:**

**Occupation:**

**Signature of Contractor**

**Postal Address**

**ACCEPTANCE**

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

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

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

**For & on behalf of President of India**

**Signature .....**

**Designation .....**

**Dated:**

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**PROFORMA OF SCHEDULES**

(Operative Schedules to be supplied separately to each intending tenderer)

**SCHEDULE "A"**

a) Schedule of work and bill of quantity (Enclosed)

**SCHEDULE "B"**

Schedule of materials to be issued to the contractor.

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

**SCHEDULE 'C'**

Tools and plants to be hired to the contractor: -

S.No	Description	Hire charges per day	Place of issue
1	2	3	4
----- NIL -----			

**SCHEDULE 'D'**

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

**SCHEDULE 'E'**

Reference to General

Conditions of contract :- General Condition of Contract of 2014 CPWD form -7 modified and corrected upto date

Name of Work :

**Maintenance and up-keeping of day-to-day activities of physical wave model of Mormugao Port and Multi Purpose Wave Basin Hangar at CWPRS, Pune-24**

Estimated cost of work : **Rs. 3,04,807/-**Earnest Money : **Rs. 6,100/-**Performance Guarantee : **5% of tendered value**Security Deposit : **2.5% of workdone amount****SCHEDULE 'F'****GENERAL RULES & DIRECTIONS:**

Officer inviting tender

Scientist-C, CPC, CWPRS, Pune-24

Maximum percentage for quantity of items of work to be executed beyond which rates are to be determined in accordance with Clauses 12.2 &amp; 12.3: See below.

**DEFINITIONS:**

Engineer -in- Charge:

a) Civil :-

Scientist-C, CPC, CWPRS, Pune-24

Accepting Authority: **Scientist-C, CPC, CWPRS, Pune-24**

Percentage on cost of materials and Labour to cover all overheads and profits: **15%**

Standard Schedule of Rates

a) Civil :- **Delhi Schedule of Rates- 2016 (Civil) with Upto date correction slips.**

Department: **CWPRS Pune**

Standard CPWD Contract Form **GCC-2014, CPWD Form 7 modified & Corrected up to last date of submission of online bid.**

#### Clause 1

(i) Time allowed for submission of Performance Guarantee, Programme Chart (Time and Progress) and applicable labour licenses, registration with EPFO, ESIC and BOCW Welfare Board or proof of applying thereof from the date of issue of letter of acceptance: **07 days**

(ii) Maximum allowable extension with late fee @0.1% Per day of Performance Guarantee amount provided in (i) above: **05 days**

#### Clause 2

Authority for fixing compensation under Clause- 2: **Director, CWPRS, Pune**

#### Clause 2A

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

#### Clause 5

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

Table of Mile stone(s) **Not Applicable**

Time allowed for execution of work: **3 6 5 Days**

#### Authority to decide:

(i) Extension of time: **Scientist-C, CPC, CWPRS, Pune-24**

(ii) Rescheduling of mile-stones: **Scientist-C, CPC, CWPRS, Pune-24.**

(iii) Shifting of date of start in case :- delay in handing over of site **Scientist-C, CPC, CWPRS, Pune-24**

#### Clause 6

Clause applicable – (6 or 6A) : **6 .**

#### Clause 7

Gross work to be done together with net payment /adjustment of advances for material collected, **Not Applicable**  
If any, since the last such payment for being eligible to interim payment.

Clause 7A : **Not Applicable**

**Clause 10 A**

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

**Clause 10 B (ii)**

Whether clauses 10 B (ii) shall be applicable. No

**Clause 10 C**

Component of labour expressed as percent of value of work 25 %

**Clause 10CA**

Materials Covered under this clause	Nearest Material (other than cement, Reinforcement bars and structural Steel) for which All India Wholesale Price Index to be followed.	Base Price of all the materials covered under clause 10CA*	Corresponding Period
1. Cement	1. Cement (OPC)	Rs.5400/-Per MT	March 2017
2. Steel	2. Steel (bar & rods)	NA	NA

**Clause 10CC**

Not Applicable

**Clause 11**

Specifications to be followed For execution of work CPWD Specification 2009, Vol. I to II with up-to-date correction slips

**Clause 12**

Type of Work

Original work / Maintenance Work

**12.2 & 12.3**

Deviation Limit beyond which clauses 12.2 & 12.3 shall apply for building work.

50 %

12.5

(i) Deviation limit beyond which clauses 12.2 & 12.3 shall apply for foundation work. (except items mentioned in earthwork sub head in DSR & related items.

50 %

ii) Deviation limit for items mentioned in earth work subhead of DSR & related items

100 %

**Clause 16**

Competent Authority for deciding reduced rates Director, CWPRS, Pune

**Clause 18** : List of mandatory machinery, tools and plants to be deployed by the contractor at site: Nil

**Clause 25****Constitution of Dispute Redressal Committee:**

For claims below Rs 25 lakhs	For claims above Rs 25 lakhs
Scientist-C, CPC, CWPRS, Pune-24	Director ,CWPRS, Pune

**Clause 31/31A:** The contractor shall make his own arrangement of water as per clause-31.

**Clause 36 (i)** Requirement of Technical Representative(R) & recovery rate

Sl. No.	Minimum Qualification of Technical Representative	Discipline	Designation (Principal Technical/Technical representative)	Minimum experience	Number	Rate at which recovery shall be made from the contractor in the event of not fulfilling provision of Clause 36(i) Per person	
						Figures (Per person)	Words (Per person)
1	Graduate Engineer or Diploma Engineer	Civil	Civil  Principal Technical Representative (Project Planning / site / billing Engineer)	2 years	1	Rs.15000/-P.M.	Rupees Fifteen thousand only per month
				5 years	1		

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

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

Similar nature of work for this clause means "RCC framed structure building including services".

**Clause 42**

(i) **Schedule / statements for determining theoretical quantity of cement and bitumen**

**Delhi Schedule of rates 2016 with up-to-date correction slips**

(ii) **Variations permissible on theoretical quantities.**

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

3% plus/minus

for works with estimated cost put to tender more than Rs. 5 lakhs

2% plus/minus

b) Bitumen for all works

2.5% plus only & nil on minus side

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

2% plus/minus

(d) All other materials

Nil.

**RECOVERY RATES FOR QUANTITIES BEYOND PERMISSIBLE VARIATION**

Sr. Nos.	Description of Item	Rate in figures and works at which recovery shall be made from the Contractor	
		Excess beyond permissible variation	Less use beyond the permissible variation
1	Cement	NA	Rs.5400/-Per MT
2	Steel Reinforcement	NA	NA

**CEMENT SHEET**Consumption of Cement: **NIL**

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

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**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 ..... (hereafter called "the said agreement") having agreed to production of a irrevocable Bank Guarantee for Rs.....(Rupees .....) only as a security / guarantee form the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement.

We ..... (hereinafter referred to as "the Bank")

*(Indicate the name of the Bank)*

hereby undertake to pay to the Government an amount not exceeding Rs..... (Rupees.....only) on demand by the Government.

2. We ..... do hereby undertake to pay the amounts due

*(Indicate the name of the Bank)*

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

3. We, the said bank further undertake to pay the Government any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractor(s) shall have no claim against us for making such payment.

4. We ..... further agree that the

*(Indicate the name of the Bank)*

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

5. We .....further agree with the

*(Indicate the name of the Bank)*

Government that the Government shall have the fullest liberty without our consent and without effecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement 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 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 of the Contractor(s).

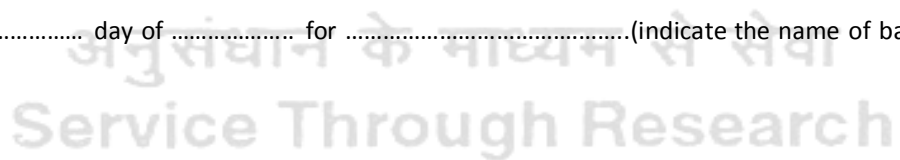
7. We ..... lastly undertake not to

*(Indicate the name of the Bank)*

revoke this guarantee except with the previous consent of the Government in writing.

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

Dated the ..... day of ..... for .....(indicate the name of bank).



**PARTICULAR SPECIFICATIONS**

- 1.0 Unless otherwise specified, CPWD Specifications 2009 Volume 1 & 2 with upto date correction slips shall be followed in general. Any additional item of work if taken up subsequently shall also conform to the relevant CPWD specifications mentioned above.
- 1.1 Wherever any reference to any Bureau of Indian Standard Specifications occurs in the documents relating to this contract, the same shall be inclusive of all amendments issued there to or revisions thereof, if any, up to the date of receipt of tenders.
- 1.2 Unless otherwise specified in the schedule of quantities, the rates for all items or work shall be considered as inclusive of pumping out or bailing out of water, if required for which no extra payment will be made. This will include water encountered from any source such as rains, floods, sub soil water table being high and/or due to any other cause whatsoever.
- 1.3 The work shall be executed and measured as per metric dimensions given in the schedule of quantities, drawings etc. (F.P.S. units wherever indicated are for guidance only).
- 2.0 The following modifications to the above specifications and some additional specifications shall however apply.
- 2.1 The rates for all items of work, shall unless clearly specified otherwise, include cost of all labour, materials and other inputs involved in the execution of the item.
- 3.0 EMBEDDING OF PIPES, CONDUITS ETC.**
- 3.1 The brick work for the portions of the external wall or W.C. through which pipes are taken, will be done after the pipes are fixed as far as practicable.
- 3.2 All crossings, embedment etc. in wall and floors for water supply, drainage and sanitary pipes, fittings etc. shall be provided as per previously prepared detailed drawings for individual walls and floors so as to avoid cuttings of brick work and floors. All such areas shall be made good during finishing and nothing extra shall be paid for this.
- 4.0 WATER SUPPLY, SANITARY FITTINGS, PAINTS AND OTHER MATERIALS**
- 4.1 All the materials required to be tested shall be tested as per provisions of the relevant ISI codes. Should there be any difference between acceptance CRITERIA given in ISI Codes, CPWD Specifications and special conditions, the acceptance CRITERIA shall be in the following order of preference:
  - i. Special conditions.
  - ii. C.P.W.D. Specifications.
  - iii. BIS Codes.
- 4.2.1 The Contractor's rate for the items involving the use of materials shall be deemed to cover the cost of samples.
- 4.2.2 The Sanitary pipe and G.I. pipe wherever, necessary shall be fixed to RCC columns, beams etc. with raw plugs and nothing extra shall be paid on this account.

**SPECIAL CONDITIONS**

- 1.1 The intending tenderers should visit the site and satisfy themselves about the site conditions, soil strata , availability of water, availability of materials, their transportation, traffic restrictions, local bye-laws & 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.
- 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 **Scientist-C, CPC, CWPRS, Pune**. The architectural drawings show the type of building to be constructed , number of Floors 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 rate 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 labour, materials and other inputs involved in the execution of the item.
- 1.4. Rate for every work to done under this contract shall be for all lifts, leads, heights, depths, lengths and widths except 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, openings etc. for laying/burying in the work, pipes, cables, conduits, clamps, boxes and hooks for fan clamps etc. as many 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. The tender should not quote unnecessary conditions contradicting the general conditions and particular specifications given in this tender, as such conditions, apart from being not agreed to can lead to rejection of the tender.
- 1.7 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.
- 1.8. Wherever any 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, up to the date of receipt of tenders.
- 1.9 The contractor will have to work according to the program of work decided by the Engineer-in-Charge, for which purpose, the contractor should submit a tentative program of the work within 15 days from the date of start of the work.
- 2.0 The contractor shall take instructions from the Engineer-in-charge for staking of materials in any place. No excavated earth or building material shall be stacked on areas where other buildings, roads, services or compound walls are to be constructed.
- 3.0 The work on item of internal finishing must be started as soon as the structure is completed.

- 4.0 Unless otherwise provided in the Schedule of quantities the rate tendered by the contractor shall be all inclusive and shall apply to all heights, lifts, leads and depths to the building and nothings extra shall be payable to him on this account. Payment for centering, shuttering, however if required to be done for floor height greater than 3.5 m shall be admissible at rates arrived at, in accordance with clause 12 of the agreement if not already specified.
- 5.0 The work shall be carried out in accordance with the architectural drawings and structural drawings. The structural and architectural drawings, shall have to be properly co-related before executing the work. In case of any difference noticed between architectural and structural drawings, final decision, in writing of the Engineer-in-charge shall be obtained by the contractor. So also in case of any discrepancy in the item given in the schedule of quantities appended with the tender and architectural drawings related to the relevant items, the former shall prevail unless and otherwise given in writing by the Engineer-in-charge. 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.
- 6.0 All the materials to be used on works shall bear BIS certification mark unless otherwise the make is specified in the item or special conditions appended with this tender document. In case BIS mark materials or the 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 CPWD specifications applicable in the tender or BIS Code. In such case Engineer-in-charge shall satisfy himself about the quality of such material and give his approval in writing. Only articles classified as first quality by the manufacturers shall be used unless otherwise specified. All material not having ISI mark shall be used as per relevant BIS specifications. The Engineer-in-charge may relax the condition regarding testing of the quality of the materials required for the work, if small. In all cases of use of ISI marked materials proper proof of procurement of materials from authentic manufacturers shall be provided by the contractor to the entire satisfaction of Engineer-in-charge.
- 7.0 All materials equivalent to the one specified should be got approved by the Engineer-in-charge before using the said materials in the work.
- 8.0 For form work use of solid timber and products involving solid timber shall not be permitted.
- 9.0 The contractor shall be responsible for the protection of sanitary and water supply fittings and fixtures against pilferage and breakage during the period of installation and thereafter until the building is handed over.
- 10.0 Any damage to work resulting from rains or from any other cause until the work is taken over by Department after completion of work shall be made good by the contractor at his own cost.
- 11.0 Some restrictions may be imposed by the security staff etc. on the working and for movement of labour, materials etc. the contractor shall be bound to follow all such restriction/instructions and nothing extra shall be payable on this account. However suitable extension of time can be given for such hindrance cause to work on such account.
- 12.0 The contractor shall comply with provision any Government acts which relate to the work and to the regulations and laws of any local authorities. The contractor shall give all notices required by the said acts, laws etc., and 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.

- 13.0 Tendered rates are inclusive of all taxes and levies payable under the respective statutes.
- 13.1 Rates quoted shall be inclusive of the GST if any by Central/State Government of Maharashtra Act No. XXXVI-89, an act to levy and collect the tax on the transfer of property in goods involved in the execution of works contract in the State of Maharashtra and nothing extra will be payable on that account.
- 14.0 Water tanks, taps, sanitary, water supply and drainage pipes, fittings and accessories should conform to Bye-laws and specifications of the Municipal Body/ Corporation where CPWD Specifications are not available. The work of water supply, internal sanitary installation and drainage etc. shall be carried out as per local Municipal Corporation or such local body bye-laws. The contractor shall get the materials (fixtures/fittings) tested by the Municipal body / Corporation authorities wherever required at his own cost and after completion of work shall produce necessary completion certificates from such authorities.
- 14.1 The contractor shall comply with proper and legal orders and directions of the local or public authority of municipality and abide by the rules and regulations and pay all fees and charges, which he may be liable.
- 15.0 The contractor shall give a performance test of the entire installation (S) as per standing specifications before the work is finally accepted and nothing extra whatsoever shall be payable to the contractor for the test.
- 16.0 The tenderer should not quote unnecessary conditions contradicting the general conditions and particular specifications given in this tender, as such conditions apart from being not agreed to, can lead to rejection of the tender. Tenders with any condition including that of Conditional Rebate shall be rejected forthwith.
- 16.1 The contractor shall make his own arrangements for obtaining electric connections, if required and make necessary payments directly to the department concerned.
- 17.0 **BRIEF WORDING OF ITEMS**
- 17.1 For the purpose of recording measurements and preparing running account bills, the underlined portions of the nomenclature of items included in the schedule of quantities shall be adopted as the abbreviated nomenclature of the particular item. The abbreviated nomenclature shall be taken to cover all the materials and operations as per the complete nomenclature of the relevant item in the agreement and relevant specifications. In the case of items for which abbreviated nomenclature is not indicated in the schedule of quantities, the full nomenclature shall be reproduced while recording measurements and preparing the bills.
- Also following abbreviations may be adopted.
- (A) P/L for : Providing and Laying.
- (B) P/F for : Providing and fixing.
- (C) C.C. for : Cement Concrete.
- (D) C.M. for : Cement Mortar.
- 17.2 In case of extra/substituted items of work for which brief wording is not provided in the agreement, the full nomenclature of the item shall be reproduced in the measurement books and bills forms of running account bills.

17.3 The full nomenclature of the items shall be adopted in preparing abstract of final bill in the measurement books and also in the forms for final bills.

**18.0 WATER PROOFING TREATMENT**

As per CPWD Specification

**18.1 GUARANTEE FOR WATER PROOFING TREATMENT**

**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 work executed. 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 can be released in full, if bank guarantee of equivalent amount for 5 (five) years is produced and deposited with the department.

**CONDITIONS WHERE CEMENT / STEEL IS TO BE ARRANGED BY CONTRACTOR**

**19.0 CONDITIONS FOR CEMENT**

19.1 The contractor shall procure 43 grade (conforming to IS: 8112) ordinary portland cement, as required in the work, from reputed manufacturers of cement, having a production-capacity not less than one million tonnes or more, per annum such as A.C.C., Ultra tech, 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 licence to use ISI Certification mark for their product. The tenderer may also submit a list of names of cement manufacturers which they propose to use in the work. The tender accepting authority reserves right to accept or reject name (S) of cement manufacturers (S) which the tenderer proposes to use in the work. No change in the tendered rates will be accepted if the tender accepting authority does not accept the list of cement manufacturers, given by the tenderer, fully or partially.

The supply of cement shall be taken in 50 kg bags bearing manufacturer's name and ISI marking. Samples of cement arranged by the contractor shall be taken by the Engineer-in-Charge and got tested in accordance with provisions of relevant BIS codes. In case test results indicate that the cement arranged by the contractor does not conform to the relevant BIS codes, the same shall stand rejected and it shall be removed from the site by the Contractor at his own cost within a week's time of written order from the Engineer-in-charge to do so.

19.2 The cement shall be brought at site in bulk supply of approximately 50 tonnes or as decided by the Engineer-in-Charge.

The cement godown of the capacity to store a minimum of 2000 bags of cement shall be constructed by the contractor at site of work for which no extra payment shall be made.

- 19.3 Double lock provision shall be made to the door of the cement go-down. The keys of one lock shall remain with the Engineer-in-Charge or his authorised representative and the keys of the other lock shall remain with the contractor. The Contractor shall be responsible for the watch and ward and safety of the cement go-down. The Contractor shall facilitate the inspection of the cement go-down by the Engineer-in-Charge at any time.
- 19.4 The cement shall be got tested by the Engineer-in-charge and shall be used on the work only after satisfactory test results have been received. The contractor shall supply free of charge the cement required for testing including its transportation cost to testing laboratories. The cost of tests shall be borne by the Contractor/Department in the manner indicated below :
- (a) By the Contractor, if the results show that the cement does not conform to relevant BIS codes.
- (b) By the Department, if the results show that the cement conforms to relevant BIS codes.
- 19.5 The actual issue and consumption of cement on work shall be regulated and proper accounts maintained in clause 10 of contract. The theoretical consumption of cement shall be worked out as per procedure prescribed in clause 42 of the contract and shall be governed by conditions laid therein. In case the cement consumption is less than theoretical consumption including permissible variation, recovery at the rate so prescribed shall be made. In case of excess consumption no adjustment need to made.
- 19.6. 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.
- 19.7 The damaged cement shall be removed from the site immediately by the contractor on receipt of a notice in writing from the Engineer-in-charge. If he does not do so within 3 days of receipt of such notice, the Engineer-in-charge shall get it removed at the cost of the contractor.

#### **SPECIAL CONDITIONS FOR STEEL**

- 20.1 The contractor shall procure TMT bars of Fe 500D grade from primary producers such as SAIL or TISCO or RINL as approved by Ministry of Steel. In case of non-availability of steel from primary producers the NIT approving authority may permit use of TMT reinforcement bars procured from secondary producers subject to following.
- a) The grade of the steel shall be Fe 500D as per BIS 1786-2008.
- b) The secondary producers must have valid BIS licence to produce HSD bars conforming to IS 1786 : 2008. In addition to BIS licence, the secondary producer must have valid licence from either of the firms Tempcore, Thermex, Evcon Turbo & Turbo Quench to produce TMT Bars.
- c) The TMT bars procured from primary producers shall conform to manufacture's specifications.
- d) The TMT bars procured from secondary producers shall conform to the specifications as laid by Tempcore, Thermex, Evcon Turbo & Turbo Quench as the case may be.
- e) TMT bars procured either from primary producers or secondary producers, the specifications shall meet the provisions of IS 1786 : 2008 pertaining to Fe 500D grade of steel as specified in the tender.
- 20.2 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.
- 20.3 Samples shall also be taken and got tested by the Engineer-in Charge as per the provision in this regard in relevant BIS codes. In case the test results indicate that the steel arranged by the Contractor does not conform to the specifications as defined under para(20.8) (d) &(20.8) (e) above, 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 of written orders from the Engineer-in-Charge to do so.
- 20.4 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.



- 20.5 The steel reinforcement shall be stored by the contractor at site of work in such a way as to prevent distortion and corrosion, and nothing extra shall be paid on this account. Bars of different sizes and lengths shall be stored separately to facilitate easy counting and checking.
- 20.6 For checking nominal mass, tensile strength, bend test, re-bend test etc. specimen of sufficient length shall be cut from each size of the bar at random at frequency not less than that 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.
10 mm to 16 mm dia tones	One sample for each 35 tonnes or part thereof	One sample for each 45 Tonnes or part thereof.
Over 16 mm dia tonnes	One sample for each 45 tonnes or part thereof.	One sample for each 50 Tonnes or part thereof.

- 20.7 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 conforms to relevant BIS codes.
- 20.8 The actual issue and consumption of steel on work shall be regulated and proper accounts maintained as provided in clause 10 of the contract. The theoretical consumption of steel shall be worked out as per procedure prescribed in clause 42 of the contract and shall be governed by conditions laid therein. In case the consumption is less than theoretical consumption including permissible variations recovery at the rate so prescribed shall be made. In case of excess consumption no adjustment need to be made.
- 20.9 Steel brought to site and steel remaining unused shall not be removed from site without the written permission of the Engineer-in-charge.
- 21.0 MATERIALS OBTAINED FROM DISMANTLEMENT**
- 21.1 The contractors in course of their work, should understand that all materials (e.g. stone and other materials) obtained in the work of 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 S.E.
- 22.0 MATERIAL BROUGHT BY THE CONTRACTOR**
- 22.1. The contractors shall have to deposit, the approved paints of required colour and shade as per actual requirement of the work to be done, with the Engineer-in-charge at his departmental stores at the site of work.
- 22.1.1 The paint will be issued to the contractor from time to time according to his requirements for the work in the same manner as the issue of materials stipulated to be issued departmentally. Similar procedure shall be followed for water proofing compound.
- 22.2 The day-to-day receipt and issue quantity account of water proofing compound, paints etc. shall be maintained by the Junior Engineer and signed daily by the contractor or his authorized agent.
- 22.3 Empty containers should not be removed without the written permission of the Engineer-in-charge

**23.0 TESTING OF MATERIALS**

- 23.1 All the materials as required in the work shall be got tested in the laboratory as approved by the Engineer-in-Charge as and when necessary.
- 23.2 The contractor shall procure 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.
- 23.3 Samples of various materials required for testing shall be provided free of charge by the contractor. Testing charges, if any for the first sample 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. In case the sample does not satisfy the provision specified, the cost of testing of subsequent samples shall also be borne by the contractor.
- 23.4 With a view to avoid controversy about quality of cement concrete as revealed in the test results of 7 days cubes falling short of the prescribed standards by over 10% to 20% and pending testing of balance 3 cubes for 28 days as final confirmatory acceptance test, crushed samples of cement concrete from the failed 7 days cubes should be preserved in a sealed bag.
- 23.5 In case of concrete and reinforced concrete work, the contractor shall be required to make arrangement for carrying out compressive strength tests at his own cost. He shall render all assistance for the preparation of cubes, safe custody of the same, proper curing and carriage 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.
- 24.0 The contractor shall make his own arrangements for obtaining electric connections, if required and make necessary payments directly to the department concerned.
- 25.0 Other agencies will also be executing simultaneously the works like electrification, horticulture of external services and other building works for the same project along with his 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 fitting, P.A. system, telephone system, C.C.T.V., system etc. and nothing shall be paid for the same. Conduits for electrical wiring / cables will be laid in such a way that they leave enough space for the concreting and do not adversely affect the structural members. Nothing extra over the agreement rate shall be paid for the same.
- 26.0 The contractor for this work shall plan his work in such a manner so that the work(s) of other contractor(s) is /are not affected in any way. A proper co-ordination with other contractors working at site has to be maintained.
- 27.0 Any cement slurry added over base surface (or for continuation of concreting) for bond, if added, its cost shall be deemed to have been included in the respective items, unless otherwise, specifically stated, and nothing extra shall be payable nor extra cement considered in the cement consumption on this account.
- 28.0 The contractor for this work shall plan his work in such a manner so that the work(S) of other contractor(S) is /are not affected in any way. A proper co-ordination with other contractors working at site has to be maintained.



**CENTRAL PUBLIC WORKS DEPARTMENT**

**OFFICE MEMORANDUM**

**No. DG/SE/CM/CON/Misc./02**

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

NIRMAN BHAWAN, NEW DELHI

DATED: 16.03.2016

**Sub: Draft Special Conditions for NIT to comply directives of Hon'ble National Green Tribunal dt. 04.12.2014 & 10.04.2015 and EIA Guidance Manual issued in February 2010**


The guidelines have been issued by SE(TLC), CPWD vide OMs dt. 23.12.2014 and 01.06.2015 on the subject matter in pursuance of orders passed by Hon'ble National Green Tribunal. The Director(Tech & PR) has also issued directives on Air Pollution from construction and demolition activity. These guidelines should be made part of NIT as special conditions and agreement items. The same are summarized as under:-

1. The contractor shall not store/dump construction material or debris on metalled road.
2. The contractor shall get prior approval from Engineer-in-Charge for the area where the construction material or debris can be stored beyond the metalled road. This area shall not cause any obstruction to the free flow of traffic/inconvenience to the pedestrians. It should be ensured by the contractor that no accidents occur on account of such permissible storage.
3. The contractor shall take appropriate protection measures like raising wind breakers of appropriate height on all sides of the plot/area using CGI sheets or plastic and /or other similar material to ensure that no construction material dust fly outside the plot area.
4. The contractor shall ensure that all the trucks or vehicles of any kind which are used for construction purposes/or are carrying construction material like cement, sand and other allied material are fully covered. The contractor shall take every necessary precautions that the vehicles are properly cleaned and dust free to ensure that enroute their destination, the dust, sand or any other particles are not released in air/contaminate air.
5. The contractor shall provide mask to every worker working on the construction site and involved in loading, unloading and carriage of construction material and construction debris to prevent inhalation of dust particles.
6. The contractor shall provide all medical help, investigation and treatment to the workers involved in the construction of building and carry of construction material and debris relating to dust emission.
7. The contractor shall ensure that C&D waste is transported to the C & D Waste site only and due record shall be maintained by the contractor.
8. The contractor shall compulsory use of wet jet in grinding and stone cutting.

9. The contractor shall comply all the preventive and protective environmental steps as stated in the MoEF guidelines, 2010.
10. The contractor shall carry out on-Road- Inspection for black smoke generating machinery. The contractor shall use cleaner fuel.
11. The contractor shall ensure that all DG sets comply emission norms notified by MoEF.
12. The contractor shall use vehicles having pollution under control certificate. The emissions can be reduced by a large extent by reducing the speed of a vehicle to 20 kmph. Speed bumps shall be used to ensure speed reduction. In cases where speed reduction cannot effectively reduce fugitive dust, the contractor shall divert traffic to nearby paved areas.
13. The contractor shall ensure that the construction material is covered by tarpaulin. The contractor shall take all other precaution to ensure that no dust particles are permitted to pollute air quality as a result of such storage.
14. The paving of the path for plying of vehicles carrying construction material is more permanent solution to dust control and suitable for longer duration projects. The NIT approving authority shall carry out cost benefit ratio analysis of the same.

**Conditions to be included as Agreement item.**

1. The contractor shall take appropriate protection measures like raising wind breakers of appropriate height on all sides of the plot/area using CGI sheets or plastic and /or other similar material to ensure that no construction material dust fly outside the plot area.  
**The NIT approving authority shall take such item in the schedule of quantity to ensure that the construction activity does not cause any air pollution during course of construction and/or storage of material or construction activity.**
2. The paving of the path for plying of vehicles carrying construction material is more permanent solution to dust control and suitable for longer duration projects. The NIT approving authority shall carry out cost benefit ratio analysis of the same.  
**Based on the cost benefit ratio analysis, the NIT approving authority shall include the item of paving of path in schedule of item which can be utilized as a permanent path for client after construction of project.**
3. **The NIT approving authority shall take lead of C&D waste from construction site to C&D waste site in the scheduled of item.**

  
Superintending Engineer (C&M)

Issued from file no. CSQ/CM/ 17(1 )/2016

Copy to:

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

  
Executive Engineer (C)

**LIST OF APPROVED MAKE OF MATERIALS**  
**(FOR CIVIL WORKS)**

Specification/brands names of materials and finishes approved by the Architect/Engineer-in-Charge are List below. However approved equivalent material and finishes of any other specialized firms may be used, in case it is established that the brands specified below are not available in the market and subject to approval of the alternate brand by the Architect/Engineer-in-Charge.

Sl. No.	Materials	Approved make
1	DAMP PROOF MATERIAL	IMPERMO, DURASEAL, ACCO-PROOF.
2	STRUCTURAL STEEL SECTIONS	TATA, SAIL, RINL, SWASTIK, JINDAL (JSW), JSPL, PUSPAK
3	ADMIXTURE	FOSROC, MCB.
4	WHITE CEMENT	J.K. WHITE, BIRLA WHITE
5	WATER PROOFING COMPOUND	TAP CRETE, CICO, ACCOPROOF, IMPERMO.
6	BITUMEN	INDIAN OIL, HINDUSTAN PETROLEUM.
7	LOCKS/LATCH	GODREJ, HARRISON, DORMA, ONYX
8	LAMINATES	FORMICA, DECOLAM, MERINO.
9	PRELAMINATED PARTICLE BOARD	NOVOPAN, ARCHID PLYKITLAM,
10	ADHESIVE	PIDILITE, DUNLOP, VAMORGANIC.
11	FLUSH DOOR SHUTTERS (ISI marked only) (DECORATIVE/NON DECORATIVE).	KITCAM, NATIONAL, SWASTIC, TTKUTTY, ORIENT.
12	BOARD & PLYWOOD	DURO, KITPLY, CENTURY.
13	HYDRAULIC DOOR CLOSER/ FLOOR SPRING	HARDWYN, GODREJ.
14	GLASS SHEET (FLOAT/PLAIN)	MODI FLOAT SAINT GOBAIN
15	ALUMINIUM SECTIONS	JINDAL, HINDALCO, INDALCO.
16	TERRAZZO TILES (PRECAST)	NITCO, BHARAT, RAJ TILES.
17	CERAMIC TILES	JOHNSON, SOMANY, KAJARIA, BELL CERAMICS, NITCO, ORIENT.
18	CEMENT CONCRETE TILES/HARDONITE TILES	NITCO, NTC, HINDUSTAN
19	VITRIFIED TILES	GRANITO, NAVIN DIAMOND, KAJARIA, JOHNSON (MARBONITE) DECOLITE (GRANOLITE), NITCO, SOMANY.
20	SYNTHETIC ENAMEL PAINT	BERGER, NEROLAC, ASIAN.
21	PLASTIC EMULSION PAINT	ASIAN, BERGER, NEROLAC, DULUX.
22	VITREOUS CHINA SANITARYWARE (ISI MARKED ONLY)	PARRYWARE, HINDWAR, NEYCER, CERA..
23	SOIL, WASTE & VENT PIPES & FITTINGS (A) CENTRIFUGAL CAST IRON (IS:3989)	NECO, KAPILANSH
24	G.I. PIPES (ISI MARKED ONLY)	TATA, JINDAL-HISSAR, SWASTIK.
25	UPVC PIPE	SUPREME, PRINCE, FINOLEX.
26	PTMT ACCESSORIES (ISI MARKED ONLY)	PRAYAG OR OTHER ISI MARKED
27	ALUMINIUM DOOR FITTINGS (ISI MARKED ONLY)	CLASSIC, PRESTIGE
28	OXIDIZED M.S DOOR/WINDOW FITTINGS (ISI MARKED ONLY)	ISI MARKED FITTINGS
29	UPVC RAIN WATER PIPES (ISI MARKED ONLY) IS:13592	PRINCE, SUPREME, FINOLEX.
30	POLY-SULPHIDE SEALANT	PIDILITE, TUFFSEAL, CHOKSEY, CHEMICALS.
31	WIRE MESH	STERLING ENTERPRISES, TRIMURTY WELDED MESH.
32	EPOXY MORTAR	FOSROC, SIKA.
33	DASH FASTNCRS	HILTI, FISHER, CANON.

34	WOODEN DOOR FITTINGS OF BRUSHED STEEL	B & R.DORMA
35	S.S.STAIRCASE RAILING	CONNECT ARCHITECTURAL PRODUCTS PVT.LTD, JINDAL STAINLESS STEEL LTD., ICICH INDUSTRIES, ESSAL.
36	FIRE CHECK DOOR	ROMAT, KUTTY DOOR.
37	FIRE CHECK ACCESSORIES CALCIUM SILICON BOARD	FROMTECT.
38	SMOKE SEAL STRIP	IMPROTED PROMAT/ASTRO FLAME.
39	PVC TANK (ISI MARKED ONLY)	ISINTEX,STAR, LOTUS,PLASTO..
40	PANIC EXIT DEVICE	INGERBOLL RAND/MONARCH.
41	STEEL SECTIONAL WINDOW/VENTILATORS	AGEW,SEN HERVIK,SHIV MULAR,STEEL PLAST..
42	ANODISED ALUMINIUM HARDWARE (HEAVY DUTY)	HARDIMA, EVERITE, SIGMA (ISI MARKED).
43	GLASS SHEET(FLOAT/PLAIN)	MODI FLOAT & SAINT GOBAIN, ASAHI, GLAVERBEL.
44	PLOYSTER POWER COATING SHADES	NEROLAC, BERGER, J&N.
45	ALUMINIUM SECTIONS	JINDAL, HINDALCO, INDALCO.
46	FRICTION STAY HINGES	EARL-BIHARI.
47	NUTS, BOLTS AND SCREWS, STEEL	KUNDAN.PRIYA ATUL.
48	EPDM GASKET	HANU/ANAND.
49	STRUCTURAL SILICON	DOW CORNING/WACKER.
50	WEATHER SILICON	DOW CORNING/WACKER.
51	TERRAZZO TILES (PRECAST)	NITCO, BHARAT, RAJ TILES.
52	TILE ADHESIVE	CICO, PIDILITE, FERROUS.
53	CHEQUERED TERRAZO TILES	NITCO , BHARAT, PODDAR.
54	CLAY TILES ON ROOF	KENJAI , JOHNSON
55	CC PAVERS	NITCO -(ROCKARD), BHARAT-(NILSAN) REGENCY.
56	GRASS PAVER	UNISTONE, ULTRA.
57	WATER-PROOF CEMENT PAINT	SNOWCEM, ASIAN.
58	SYNTHETIC ENAMEL PAINT	BERGER, NEROLAC, ASIAN.
59	VITREOUS CHINA SANITARYWARE(ISI MARKED ONLY)	PARRYWARE, HINDWAR, NEYCER, CERA, JAQUAR
30	FIRECLAY SINK & DRAIN BOARDS	PARRY, SUNFIRE.
61	STAINLESS STEEL SINKS(ISI MARKED ONLY)	NILKANTH, AMC, CORBA.
62	C.P.BRASS FITTINGS	JAGUAR,
63	SOIL, WASTE & VENT PIPES & FITTINGS (A) CENTTIFUGAL CAST IRON(IS:3989)	NECO,KAPILANSH, BIC..
64	LA( CI) PIPES	RIF, NECO.
65	G.I.PIPES(ISI MARKED ONLY)	TATA, JINDAL-HISSAR, SWASTIK.
66	G.I.FITTINGS (MALLEABLE CAST IRON)	UNIK, ICS.
67	GUNMETAL VALVES	LEADER, SANT, ZOLOTO.
68	STONEWARE PIPE & GULLY TRAPS(ISI MARKED ONLY)	PERFECT, PARRY, SONYA, RAJHANS, CERAMICS.
69	R.C.C. PIPES- ( NP-2)	LAKSHMI SOOD & SOOD , JAIN & CO.
70	MS PIPES	KESORAM, ELECTRO STEEL.
71	C.I.DOUBLE FLANGED SLUICE VALVES.	KIRLOSKAR, IVC, BURN.
72	C.I.DOUBLE FLANGED NON- RETURN VALVES	KIRLOSKAR.
73	C.I.MANHOLES COVERS(ISI MARKED ONLY)IS:1726	NECO, BIC.
74	COPPER TUBES/PIPES	RAJCO, MAX FLOW ABC.
75	COPPER FITTINGS	YORKSHINE, IBP, BCONEX.

76	BALL VALVES	ZOLOTO, IBP, ARCO.
77	BUTTERFLY VALVES	AUDCO
78	UNGLAZED VITRIFIED TILES	JOHNSON- (ENDURA), SOMANY -(DURA STONE), REGENCY- (TILES)
79	SPIDER FITTINGS	DORMA, SEVAX.
80	MINERAL FIBRE FALSE CEILING	ARMASTRONG OR EQUIVALENT AS FOR RELEVANT IS: CODE.
81	PVC SHUTTER & FRAME	SINTEX, RAJSHREE, PLASTIWOOD,
82	BLACK ENAMELED M.S FITTINGS (ISI MARKED ONLY)	ISI MARKED FITTINGS.
83	PARTICLE BOARD (ISI MARKED ONLY)	BHUTAN BOARD, NOVAPAN, KITBOARD, NOVATEAK.
84	UPVC RAIN WATER PIPES (ISI MARKED ONLY) IS:13592	PRINCE, SUPREME, FINOLEX, PLASTO.
85	P.P.R. PIPES	S.F.M.C., SAFE, PIONEER.
86	Oil Bound Distemper	Asian (Tractor), ICI (Maxi lite), Berger (Bison), Nerolac (NAD)
87	GI Sheet	Tata Blue Scope, JSW
88	Translucent Sheet	Tata Shakti
89	PVC water tank	Syntax, Plasto
90.	Atactic Polypropylene Polymer (APP) water proofing membrane	Fevicol, TIKIDON, STP of ISI mark

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## **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 \_\_\_\_\_ day of the month of \_\_\_\_\_, between, on one hand, the President of India acting through Scientist-C, Construction and Procurement Cell (CPC), 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 cat 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):

##### **Maintenance and up-keeping of day-to-day activities of physical wave model of Mormugao Port and Multi Purpose Wave Basin Hangar at CWPRS, Pune-24**

While submitting commercial bid, the BIDDER shall deposit an amount **Rs. 6,100/-** (to be specified in RFP) as Earnest Money/Security Deposit, with the BUYER through any of the following instruments.

- (i) Bank Draft in favour of **Pay and Accounts Officer, CWPRS, Khadakwasla, 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 RFP)
- 5.1 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.
- 5.2 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.
- 5.3 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, 1830 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.

#### 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 BUYER 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 \_\_\_\_\_.

SCIENTIST-C  
OFFICER  
CONSTRUCTION AND PROCUREMENT CELL  
CWPRS, KHADAKWASLA, PUNE-24

CHIEF  
BIDDER  
EXECUTIVE

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.

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## SCHEDULE OF WORK

Name of work: **Maintenance and up-keeping of day-to-day activities of physical wave model of Mormugao Port and Multi Purpose Wave Basin Hangar at CWPRS, Pune-24**

Estimated Amount : Rs. 3,04,807/-

Time limit: 365 days

Item No.	Brief description of item	Quantity	Unit	Rate in Rs.	Amount in Rs.
1	Maintenance and up-keeping of day-to-day activities for Mormugao Port physical wave model and MPWB Hangar measuring area of 20000 Sqm which includes minor construction modifications, water distribution, cleaning of surrounding, laying of model, model machine operations etc all complete as directed at site by model officer (necessary materials will be supplied departmentally) (payment will be made on completion of every 4 months on the performance)	1	Job	3,04,807/	3,04,807/-
				Total	.3,04,807/-

**Bill of Quantity  
(BOQ)**

Name of Work	Time Limit	Estimated Cost in Rs.	Cost Quoted by Contractors in Percentage (excess or less) only
Maintenance and up-keeping of day-to-day activities of physical wave model of Mormugao Port and Multi Purpose Wave Basin Hangar at CWPRS, Pune-24	365 days	3,04,807/-	

Contractor's Signature

Scientist – C  
Construction and Procurement Cell  
CWPRS, Khadakwasla, Pune - 411024

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