

**Notice Inviting e-Tender (NIT) for Construction of Basket Ball Court
adjacent to western side of Academic Block at SPA Vijayawada,
ITI Road, Vijayawada -520008**

NIT No.: 09/SPAV/ES/SPORTS/20-21

SCHOOL OF PLANNING AND ARCHITECTURE VIJAYAWADA

(An Institute of National Importance, Ministry of HRD, Govt. of India)

Sy.No.4/4, ITI Road, Vijayawada – 520 008

Ph: 0866 2469-446,444

Website: www.spav.ac.in

INDEX

Name of work: Construction of Basketball court adjacent to western side of Academic Block at SPA
Vijayawada, ITI Road, Vijayawada -520008

Sl. No.	Content	Page
1	Index	2
	Part - A	3 - 28
2.	Press Notice	4
3.	Information and instructions for contractors for e- tendering	5-9
4.	Minimum Eligibility Criteria	10- 12
5.	Item Rate Tender& Contract for Works &Acceptance	13-14
4	Schedules A to F	15-19
7	Form of Earnest Money (Bank Guarantee) [Annexure I]	20
8	Form of Performance Guarantee/ Bank Guarantee Bond [Annexure II]	21-22
9	Integrity Pact and Integrity Agreement	23-28
	PART-B	29-53
1	Special conditions	30-42
2	Additional conditions	43-46
3	Particular Specifications	46-49
4	Guarantee Bonds.	50-51
5	Seignior age Fee	52-53
	PART- C	54-63
1	Schedule of Quantities-Price Bid/Schedule of items	55-57
2	Annexure-Drawings	58-63

Certified that this N.I.T contains 1 to 63 pages only

**Registrar
School of Planning and Architecture
Vijayawada**

PART - A



योजना तथा वास्तुकला विद्यालय, विजयवाड़ा
School of Planning and Architecture, Vijayawada
An Institute of National Importance, Ministry of Education Gov. of India

NOTICE INVITING E-TENDERS

Ref no NIT: 09/SPAV/ES/SPORTS/20-21

Dt.09.11.2020

The School of Planning and Architecture, Vijayawada invites online Item rate bids in open bid system for the work of work: Construction of Basketball court adjacent to western side of Academic block at SPA Vijayawada, ITI road, Vijayawada from approved and eligible contractors of CPWD/MES/reputed contractors/firms having experience in similar works in any Central/State Govt. Organizations.

Estimated Cost: Rs 12, 00,000/- Period of completion: 45 days: Last date and time for submission of bid: **Up to 15:00 Hours on 30.11.2020.** The bid documents may be downloaded from website:<http://etender.gov.in/eprocure/app> for further details please log on to our website: www.spav.ac.in.

Sd/-
Registrar

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

(Applicable for inviting open bids)

The School of Planning and Architecture, Vijayawada invites online item rate bids in open bid system for the work of: Construction of Basketball court adjacent to western side of Academic block at SPA Vijayawada, ITI road, Vijayawada from approved and eligible contractors of CPWD/MES/reputed contractors/firms having experience in similar works in any Central/State Govt. Organizations.

Critical data sheet:

S. No	Description	Details
1	NIT No.	09/SPAV/ES/SPORTS/20-21
2	Name of work and Location	Construction of Basketball court adjacent to western side of Academic block at SPA Vijayawada, ITI road, Vijayawada -520008
3	Estimated Cost Put to Tender(Composite)	Rs. 12,00,000/-
4	Earnest Money (EMD)	Rs. 24,000/-
5	Tender Fee	Rs. 500/-
6	Period of Completion	45 days
7	Publishing Date	09.11.2020 from 10.00 Hrs
8	Bid Submission Start date & Time	09.11.2020 from 10.00 Hrs
9	Bid Submission End date & Time	Up to 15.00 Hours on 30.11.2020
10	Last time & date for Submission of Hard Copies in Original of Tender Fee and EMD with SPAV	Up to 15.00 Hours on 01.12.2020
11	Time & date of online opening of Technical Bids	Up to 15.00 Hours on 02.12.2020
12	Time & date of opening of Online Financial Bids	Shall be announced after opening of Technical Bid
13	Validity of Bid/Tender	90 days from the date of opening of Technical Bids

1. The bid document consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen and downloaded from website <https://eprocure.gov.in/eprocure/app> free of cost.
2. Information and Instructions for bidders posted on website shall form part of bid document.
3. The bid document consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen and downloaded from website <https://eprocure.gov.in/eprocure/app> free of cost.

Applicants are advised to keep visiting the above mentioned web-sites from time to time (till the deadline for bid submission) for any updates in respect of the tender documents, if any. Failure to do so shall not absolve

the applicant of his liabilities to submit the applications complete in all respects including updates thereof, if any. An incomplete application may be liable for rejection.

PROCEDURE FOR SUBMISSION OF BIDS

The Bid in original duly signed along with scanned copies of all relevant documents should be uploaded on e-Tender portal <https://eprocure.gov.in/eprocure/app> by the Bidder and original Hard Copies of EMD and Tender Fee must be submitted physically to SPA Vijayawada. Bidder is advised to submit the BID strictly in accordance with the terms & conditions and specifications contained in the BID documents and need not to stipulate any deviation or condition. Institute reserves the right to reject any BID containing deviations to the terms & conditions and requirements stipulated in the BID document.

In the Commercial Bid, the Bidders must quote the rates in figures as specified in excel template (BoQ).

BID shall be submitted in two parts: Part I - Technical Bid in E envelope 1 **and** Part II – Commercial Bid in E envelope 2. Both the envelopes should be submitted online.

The BID must contain the name, address and contact details of business of the person or persons submitting the BID and must be **signed and sealed by the Bidder with his/her signature on every page of the BID and upload the scanned copy.**

BID by a partnership firm must furnish names of all partners and be signed in the partnership name, followed by signatures and designations of authorized partners or other authorized representatives. The copy of partnership deed/agreement should also be furnished.

The Bidder's name stated in the BID shall be exact legal name of the firm/company/corporation etc. as registered or incorporated. All changes/alterations/corrections in the BID shall be signed with date in full by the person or persons signing the bid.

Transfer of BID submitted by one Bidder to another is not permissible. No alteration in the essence of BID, once submitted shall be permissible.

Please use two cover systems for this tender.

- i. E –Envelope1 i.e. Technical Bid
- ii. E- Envelope 2 i.e. Financial bid/Price bid

Please note that **Rates should not be quoted in the Technical Bid.** Only Commercial Bid should indicate rates and should be uploaded on **e-procurement (<https://eprocure.gov.in/eprocure/app>) portal.**

Earnest Money Deposit and Tender Fee, as hereinafter directed are to be kept in a single sealed cover superscribed with Tender Number, Due date, and the words "Construction of Basketball court adjacent to western side of Academic block at SPAV Vijayawada, ITI road, Vijayawada -520008" shall reach the office of the Registrar, School of Planning and Architecture, Vijayawada-520008 as per Sl.No-10 of Critical Data Sheet

The cover with EMD & Tender fee thus prepared should also indicate clearly the name and address of the Bidder, to enable the Bid to be returned unopened in case it is received after the specified date and time.

The Bid shall be in the prescribed format and shall be signed in original by the Bidder or a person duly authorized to bind the Bidder to the contract and scanned and uploaded in CPPP. All pages of the bid except un-amended printed literature shall be signed by the person(s) signing the Bid. The bid shall contain no interlineations, erasures or over writing except as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person(s) signing the bid.

EARNEST MONEY DEPOSIT (EMD) & TENDER FEE:

The amount of Rs.24,000/- (Rupees Twenty Four Thousand only) and Tender Fee of Rs.500/- shall be submitted along with the Tender by way of A Demand Draft drawn on any Nationalized Bank in favor of **School of Planning and Architecture Vijayawada**, payable at Vijayawada, A.P.

- i. Bids without requisite Earnest Money and Tender Fee shall be summarily rejected. However firms registered as MICRO and Small Enterprises (MSEs) as defined in MSME procurement policy may be exempted from paying the EMD/ Tender fee. To claim the exemption, the bidders must enclosure / provide relevant documentary proof.
- ii. EMD received from unsuccessful Bidders' will be returned within reasonable time after the issuing of the contract to the successful bidder.
- iii. The successful Bidder's EMD will be discharged upon the Bidder accepting the job award letter and furnishing the Performance Guarantee.
- iv. The EMD/bid security may be forfeited:
 - a. If a Bidder withdraws its bid during the period of bid validity; Or
 - b. If a Bidder makes any statement or encloses any form which turns out to be false, incorrect and/or misleading at any time and/ or conceals or suppresses material information; Or
 - c. In case of the successful Bidder, if the Bidder fails to sign the Agreement or to furnish performance guarantee.
- v. The Technical Bid submitted in response to this Tender Document along with the supporting material, will become the property of the Institute

TECHNICAL BID SHALL CONTAIN THE FOLLOWING: List of all Mandatory Documents to be scanned and uploaded within the period of bid submission in E-Envelope 1:

1. Cost of Tender Fee of (Rs.500/-)and Earnest Money Deposit of Rs. 24,000/- in the form of Demand Draft drawn in favor Scholl of Planning and Architecture, Vijayawada payable at Vijayawada .
2. Bidding document duly signed and stamped on all pages by the authorized signatory thereby accepting all terms and conditions.
3. Bidder's Eligibility Criteria along with the documentary proof of work order and corresponding work completion certificates/Experience certificates on client's letter head with details like value of work, period of completion, date of commencement & completion.
 - a) Should have satisfactory by completed the works as mentioned below, during the last seven years ending up to previous day of last submission of tenders
 - b) Three similar works each costing not less than Rs.4.8 lakhs
or
 - c) Two similar works each costing not less than Rs.6 lakhs
or
 - d) One similar work costing not less than Rs.9.6 lakhs

4. Documents related to Trade License registration with Labor Department, PAN, GST, ESI, EPF etc. (Enclose copy)
5. ITR filed and approved by the Income Tax department as well as the audited & certified Balance Sheet for the financial years 2017-18, 2018-19, and 2019-20).
6. Agency should not be blacklisted (An affidavit to this effect is required to be submitted).
7. Agency should not be black listed in any of the government offices in the last five years (A self declaration on agencies letter head with sign and on latest due to this effect is required to be submitted).
8. Additional documents, if any

Note: As mentioned earlier, scanned copies of all bid documents should be uploaded on CPP portal. If any bidder fails to upload scanned copies of all documents, the bid will not be accepted.

COMMERCIAL BID / PRICE BID: E Envelope 2.

Commercial BID shall be uploaded as per **PART-C** of rates enclosed

Copy of Commercial Bid shall be uploaded by the Bidder online on CPP Portal as per the rate schedule specified in the BoQ template (excel file). Bidders are advised to download the BoQ template from the CPP Portal.

1. The details of Rate Schedule for all the services under all the components of this Tender for which the Bidder is intending to quote, is given in Schedule-1(Part-II). The rates in these schedules shall be applicable in case the quantities of a particular order vary from those mentioned in relevant Technical BID. Those contractors not registered on the website mentioned above, are required to get registered beforehand. If needed, they can be imparted training on online bidding process as per details available on the website.
2. The intending bidder must have valid **class-III digital signature** to submit the bid.
3. On opening date, the contractor can login and see the bid opening process. After opening of bids he will receive the competitor bid sheets.
4. Contractor can upload documents in the form of **JPG** format and **PDF** format.
5. a) Contractor must ensure to quote his tender item for the Estimated Cost. The column meant for quoting **item rates** in figures appears in pink colour and the moment rate is entered, it turns sky blue.
6. **If a tenderer quotes nil rates against each item in item rate tender or does not quote any item above/below on the total amount of the tender or any section/sub-head in Item rate tender, the tender shall be treated as invalid and will not be entertained as lowest tenderer.**

OTHER KEY ASPECTS

1. The successful tenderer shall be required to submit a **Performance Guarantee of 7%** (Seven Percent) of the agreement amount within **14** days of issue of letter of intent. This period can be further extended by Engineer-in-Charge up to a maximum period of **4** days on the written request of the contractor, after duly approved by the Competent Authority.

2. Tenders with any condition including that of conditional rebates shall be rejected forthwith. Rates of such tenders shall neither be read out, nor entered in tender opening register at the time of opening of tenders.
3. The Institute reserves the right to reject any prospective application without assigning any reason and to restrict the list of qualified contractors to any number deemed suitable by it, if too many bids are received satisfying the laid down criteria.
4. The enlistment of the contractors should be valid on the last date of submission of bids. In case the last date of submission of bid is extended, the enlistment of contractor should be valid on the original date of submission of bids.
5. Contractor shall not divert any advance payments or part thereof for any other purpose other than needed for completion of the contracted work. All advance payments received as per terms of the contract (i.e. mobilization, secured against materials brought at site, secured against plant & machinery and / or for work done during interim stages, etc.) are required to be re-invested in the contracted work to ensure advance availability resources in terms of materials, labour, plant & machinery needed for required pace of progress for timely completion of work.

The work Estimated Cost is **Rs.12, 00,000/-(Rupees Twelve lakhs only)**

This estimate however is given merely as a rough guide.

- i. The authority competent to approve NIT for the combined cost and belonging to the major discipline will consolidate NIT for calling the bids.
- ii. For Composite bid, besides indicating the combined estimated cost put to bid, should clearly indicate the estimated cost of each component separately. The eligibility bidders will correspond to the combined estimated cost of different components put to bid.

Sd/-
Registrar
School of Planning and Architecture, Vijayawada

THE MINIMUM ELIGIBILITY CRITERIA:

1. Contractors/agencies that fulfill the following requirements shall be eligible to apply.
 - a) Should have satisfactorily completed the works as mentioned below during the last seven years ending up to previous day of last date of submission of tenders.
 - b) Three similar works each costing not less than Rs. 4.8lakhs
or
 - c) Two similar works each costing not less than Rs.6lakhs
or
 - d) One similar work costing not less than Rs.9.6 lakhs
 - e)The value of executed works shall be brought to the current costing level by enhancing the actual value of work at simple rate of 7% per annum; calculated from the date of completion to the previous day of the last date of submission of online tender.
 - f) Similar work shall mean “Construction of Basketball courts”
- 2) Agreement shall be drawn with the successful bidder on prescribed Form No. **CPWD 8** (or other Standard Form as mentioned) which is available at Govt. of India Publication and also available on website www.cpwd.gov.in. Bidders shall quote his rates as per various terms and conditions of the said form which will form part of the agreement.
- 3) **The time allowed for carrying out the work** will be **45 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.
- 4)
 - (i) The site for the work is available
 - (ii) The drawings shall be made available in a phased manner, as per requirement of the same as per approved programme of completion submitted by the contractor after award of the work.
- 5) 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 on website (<https://eprocure.gov.in/eprocure/app>), free of cost.
The standard publications like General Conditions of Contract, Delhi schedule of rates 2018 (for civil and electrical), Specifications for Civil and Electrical works and Delhi analysis of rates 2018 (for civil) and Delhi analysis of rates 2018 (for electrical) with amendments / correction slips up to the last date of submission of tender can be seen free of cost from the website www.cpwd.gov.in.SPAV shall follow all CPWD specifications, procedures etc.
- 6) The EMD Rs. **24,000/-** can be paid in the form of Demand Draft or Pay Order or Banker's Cheque or Deposit at call receipt or Fixed deposit Receipts drawn in favour of **School of Planning and Architecture, Vijayawada payable at Vijayawada** of any Scheduled Bank wherever applicable. A part of earnest money is acceptable in the form of bank guarantee also. In such case, 50% of earnest money or Rs. 20 lakhs, whichever is less, will have to be deposited in shape prescribed above, and balance in shape of Bank Guarantee. The intending bidder has to fill all the details such as Banker's name, Demand Draft / Fixed deposit Receipt/ Pay Order/ Banker's Cheque/ Bank Guarantee number, amount and date. As per the new system, the amount of EMD can be paid by multiple Demand Draft / Pay

Order / Banker's Cheque / Deposit at call receipt / Fixed deposit Receipts along with multiple Bank Guarantee of any Scheduled Bank.

- 7) ***The original EMD and Tender fee should be deposited either in the office of Registrar inviting bids SPAV within the period of bid submission.***

Copy of Enlistment Order, certificate of work experience and other documents as specified in the press notice shall be scanned and uploaded to the e-Tendering website within the period of bid submission.

Online bid documents submitted by intending bidders shall be opened only of those bidders, ***whose original EMD deposited SPAV and other documents scanned and uploaded are found in order.***

The bid submitted shall be opened at 15.00 on 02.12.2020

The bid submitted shall become invalid and e-Tender processing fee shall not be refunded if:

- i) The bidder is found ineligible.
 - ii) The bidder does not deposit original EMD and Tender Fee with office of any Registrar, SPAV.
 - iii) The bidder does not upload all the documents (including GST) as stipulated in the bid document ***including the copy of receipt for deposition of original EMD and Tender fee .***
 - iv) **If a bidder quotes NIL rates or abnormally low value, against each item in Item rate tender or does not quote any item above/below on the total amount of the tender or any section/sub-head in Item rate tender, the tender shall be treated as invalid and will not be entertained as lowest bidder.**
- 8) The contractor whose bid is accepted will be required to furnish **performance guarantee of 7% (Seven Percent)** of the bid amount within the period specified in Schedule F. This guarantee shall be in the form of cash (in case guarantee amount is less than Rs. 10,000/-) or Deposit at Call receipt of any scheduled bank/Banker's cheque of any scheduled bank/Demand Draft of any scheduled bank/ Pay order of any Scheduled Bank of any scheduled bank (in case guarantee amount is less than Rs. 1,00,000/-) or Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the prescribed form. In case the contractor fails to deposit the said performance guarantee within the period as indicated in Schedule 'F', including the extended period if any, the Earnest Money deposited by the contractor shall be forfeited automatically without any notice to the contractor. ***The earnest money deposited along with bid shall be returned after receiving the aforesaid performance guarantee.***
- 9) The contractor whose bid is accepted will also be required to furnish either copy of applicable licenses/registrations or proof of applying for obtaining labour licenses, registration with EPFO, ESIC and BOCW Welfare Board including provident fund code no. if applicable and also ensure the compliance of above said provision by the sub contractors, if any engaged by the contractor for said work and Programme Chart (Time and Progress) within the period specified in Schedule F. Site for the work "Construction of Basket ball court at adjacent of west side of Academic block at SPAV Vijayawada, ITI road, Vijayawada -520008.on "as is where is" basis.
- 10) Intending Bidders are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their bids as to the nature of the ground and sub-soil (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other

circumstances which may influence or affect their bid. A bidders shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charge consequent on any misunderstanding or otherwise shall be allowed. The bidders shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a bid by a 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 Registrar, SPAV does not bind itself to accept the lowest or any other bid and reserves to itself the authority to reject any or all the bids received without the assignment of any reason. All bids in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the bidders shall be summarily rejected. Canvassing whether directly or indirectly, in connection with bidders is strictly prohibited and the bids submitted by the contractors who resort to canvassing will be liable for rejection.
- 12) The Registrar, SPAV 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.
- 13) Canvassing whether directly or indirectly, in connection with bidders is strictly prohibited and the bids submitted by the contractors who resort to canvassing will be liable for rejection
- 14) No Engineer of Gazetted Rank or other Gazetted Officer employed in Engineering or Administrative duties in an Engineering Department of the Government of India is allowed to work as a contractor for a period of one year after his retirement from Government service, without the prior permission of the Government of India in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of the Government of India as aforesaid before submission of the bid or engagement in the contractor's service.
- 15) **The bid for the work shall remain open for acceptance for a period of Fifteen (15) days from the date of opening of bid.** If any bidder withdraws his bid before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the bid which are not acceptable to the department, 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 bidder shall not be allowed to participate in the rebidding process of the work.
- 16) This notice inviting Bid shall form a part of the contract document. The successful bidders/contractor, on acceptance of his bid by the Accepting Authority shall within 5 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 8 or other Standard C.P.W.D. Form as applicable.

Registrar
SPA -Vijayawada

ITEM RATE TENDER & CONTRACT FOR WORKS

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 Registrar, SPAV within the time specified in Schedule 'F', viz., schedule of quantities and in accordance in all respects with the specifications, designs, drawings and instructions in writing referred to in Rule-1 of General Rules and Directions and in Clause 11 of the Conditions of contract and with such materials as are provided for, by, and in respects in accordance with, such conditions so far as applicable.

We agree to keep the tender open for Fifteen (15) days from the date of opening of bid.

A sum of Rs. **24,000/-** is hereby forwarded in the form of treasury challan/Demand draft/Pay order/ Banker's cheque/ deposit at call receipt of a scheduled bank/fixed deposit receipt of scheduled bank /bank guarantee issued by a scheduled bank as **earnest money**.

A copy of earnest money in receipt treasury challan/deposit at call receipt of a scheduled bank/fixed deposit receipt of scheduled bank/demand draft of a scheduled bank/bank guarantee issued by a scheduled bank is scanned and uploaded (strike out as the case may be). If I/We, fail to furnish the prescribed performance guarantee within prescribed period, I/We agree that the said Registrar, SPAV 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 Registrar, SPAV or the successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said performance guarantee absolutely. The said Performance Guarantee shall be a guarantee 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 or Performance Guarantee as aforesaid, I/We shall be debarred for participation in the re-tendering process of the work.

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

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

Dated _____

Signatures of Contractor Postal Address

Witness:

Address:

Occupation:

Signature of the Agency with seal

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 Registrar, SPAV for a sum of ₹.....
(Rupees)

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

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

For & on behalf of Registrar, SPAV

Signatures:

Dated:

Designation:

PROFORMA OF SCHEDULES A to F

SCHEDULE 'A'

Schedule of Quantities: given in Part – C

Estimated Cost Put to Tender :Rs. **12,00,000/-**

SCHEDULE 'B'

Schedule of materials to be issued to the contractor--

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

- Not Applicable ---

SCHEDULE 'C'

Tools and plants to be hired to the contractor--

Sl.No.	Description	Hire charges per day	Place of Issue
1	2	3	4

-Not Applicable-

SCHEDULE 'D'

Extra schedule for specific requirements / documents for the work, if any- Refer Part- B

SCHEDULE 'E'

Reference to General Conditions of contract: **GCC for CPWD Works 2014** as amended /modified up to last date of submission of tender.

Name of work: Construction of Basketball court adjacent to western side of Academic block at SPA Vijayawada, ITI road, Vijayawada, ITI road, Vijayawada -520008

Estimated Cost Put to Tender : Rs. **12,00,000/-**

(i) Earnest money : Rs. **24,000/-** (To be returned after receiving Performance Guarantee).

(ii) Performance Guarantee : **7%** of tendered/accepted value.

(iii) Security Deposit : **2.5%** of tendered / accepted value.

SCHEDULE 'F'- GENERAL RULES & DIRECTIONS:

Officer inviting tender:

Registrar, SPAV

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

See below under Clause 12

Definitions

2(v) Engineer-in-Charge	Officer authorized by SPAV
2 (viii) Accepting Authority	Registrar, SPA Vijayawada
2 (x) Item on cost of materials and labour to cover all overheads and profits	15%
2 (xi) Standard schedule of Rates	Delhi Schedule of Rates 2014 with up to date correction slips.
2 (xii) Department	School of Planning and Architecture, Vijayawada.
9(ii) Standard CPWD contract Form GCC 2014,	GCC 2014 & CPWD - 8 as amended / Modified up to last date of submission of e-tender.

Clause I

- | | |
|--|----------------|
| (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. | 4 days. |
| (ii) Maximum allowable extension with late fee at 0.1% per day of performance Guarantee amount beyond the period as provided in (i) above | 3 days. |

Clause 2

Authority for fixing compensation under clause-2.

Registrar, SPAV Vijayawada

Clause 2A

Whether clause 2A shall be applicable

Not Applicable

Clause 5

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

1 days

MILE STONE(S) AS PER TABLE GIVEN BELOW

NOT APPLICABLE

Authority to decide:

- | | |
|--|-------------------------|
| i) Extension of Time | : Registrar, SPAV |
| ii) Rescheduling of Mile stones | : Not applicable |
| iii) Shifting the date of start in case of delay in handing over of site | : Registrar, SPAV |

Clause 6, 6A : 6 -- Applicable.
Clause applicable

- (i) For works having estimated cost more than ₹15 lacs
– Clause 6A
- (ii) For works having estimated cost ₹15 lacs or less
– Contractor's option either of Clause 6 or Clause 6A
(to be exercised at Tender submission)

Clause 7 : Rs. 1.00 lakh
Gross work to be done together with net payment / adjustment of advances for material collected, if any since the last such payment for being eligible to interim payment

Clause 7A

Whether clause 7A shall be applicable:

Yes, applicable

Clause 10A

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

: As mentioned in Part- B, Conditions for Civil component

Clause 10B(ii)

Whether Clause 10B (ii) shall be applicable.

: Not Applicable.

Clause 10C

Component of Labour expressed as percent of value of work.

: 25%.

Clause 10CA- Not Applicable**Clause 10CC**

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

: 12 months : Not Applicable

Clause 11

Specifications to be followed for execution of work

: CPWD Specifications 2009, Vol- I & II with up to date correction slips.

Clause 12**Type of work**

: Original work.

12.2& 12.3

Deviation limit beyond which clauses 12.2& 12.3 shall apply.

: 30% (Thirty percent)

12.5

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

: 30% (Thirty percent)

ii) Deviation limit for items mentioned in earth work sub head of DSR and related items

: 100% (One Hundred percent)

Clause 16

Competent authority for deciding the reduced rates

: Registrar, SPAV

Clause 18

List of mandatory machinery, tools & plants to be deployed by the contractor at site

: T&P and machinery required as directed by the Engineer-in-charge.

Clause -19L:- The ESI and EPF contributions on the part of employer in respect of this contract shall be paid by the agency. These contributions on the part of the employer paid by the agency shall be reimbursed by the Engineer-in-charge to the agency on actual basis.

Clause-25: Constitution of Dispute Redressal Committee (DRC):

DRC with the following composition, i.e. Chairman, two members and presiding Officer will be formed by the Competent Authority of SPAV. Any arbitration shall be at Vijayawada.

Clause 36 (i): Requirement of Technical Representative(s) and recovery rates: Not applicable

Clause 42

- (i) (a) Schedule / statement for determining theoretical quantity of cement & bitumen on the basis of Delhi Schedule of Rates 2014 printed by C.P.W.D. with correction slips up to the last date of submission of bids.
- (ii) Variations permissible on theoretical quantities.
 - (a) Cement 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

Sl. No.	Description of Item	Rates in figures and words at which recovery shall be made from the contractor	
		Excess beyond permissible variation	Less use beyond the permissible variation
1.	Cement	NIL	10% extra rate over the basic rate of respective material as specified in the above Clause 10CA.
2.	Steel reinforcement	NIL	
	(a) Primary Manufacturer (b) Secondary manufacturer	NIL NIL	

-Sd-
Registrar, SPAV

**Form of Earnest Money Deposit
Bank Guarantee Bond**

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

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

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

THE CONDITIONS of this obligation are:

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

OR

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

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

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

DATE

SIGNATURE OF THE BANK

WITNESS

SEAL

(SIGNATURE, NAME AND ADDRESS)

**Form of Performance Security (Guarantee)
Bank Guarantee Bond**

In consideration of the Registrar, SPAV (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 an irrevocable Bank Guarantee for Rs. (Rupees only) as a security / guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement.

1. We, (hereinafter referred to as "the Bank") hereby undertake to pay to the Government an amount not exceeding Rs. (Rupees..... Only) on demand by the Government.
2. We,(indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demure, merely on a demand from the Government stating that the amount claimed as 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. (Rupeesonly).
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 thereunder and the Contractor(s) shall have no claim against us for making such payment.
4. We, (indicate the name of the Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Engineer- in - Charge on behalf of the Government certified that the terms and conditions of the said agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.
5. We, (indicate the name of the Bank) further agree with the Government that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said

6. 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.
7. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).
7. We, (indicate the name of the Bank) lastly undertake not to revoke this guarantee except with the previous consent of the Government in writing.
8. This guarantee shall be valid up tounless extended on demand by the Government. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. (Rupees) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.

Dated the day of for.....

(indicate the name of the Bank)

INTEGRITY PACT

To,

.....,

NIT No. for the work

Dear Sir,

It is here by declared that SPAV is committed to follow the principle of transparency, equity and competitiveness in public procurement.

The subject Notice Inviting Tender (NIT) is an invitation to offer made on the condition that the Bidder will sign the integrity Agreement, which is an integral part of tender/bid documents, failing which the tenderer/bidder will stand disqualified from the tendering process and the bid of the bidder would be summarily rejected.

This declaration shall form part and parcel of the Integrity Agreement and signing of the same shall be deemed as acceptance and signing of the Integrity Agreement on behalf of the SPAV.

Yours faithfully
Registrar

To,
Registrar,

.....
.....

Sub: Submission of Tender for the work of

Dear Sir,

I/We acknowledge that SPAV is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the tender/bid document.

I/We agree that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that I/We will sign the enclosed integrity Agreement, which is an integral part of tender documents, failing which I/We will stand disqualified from the tendering process. I/We acknowledge that THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the NIT.

I/We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by SPAV. I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article 1 of the enclosed Integrity Agreement.

I/We acknowledge that in the event of my/our failure to sign and accept the Integrity Agreement, while submitting the tender/bid, SPAV shall have unqualified, absolute and unfettered right to disqualify the tenderer/bidder and reject the tender/bid in accordance with terms and conditions of the tender/bid.

Yours faithfully

(Duly authorized signatory of the Bidder)
To be signed by the bidder and same signatory competent / authorized to sign the relevant contract on behalf of SPAV.

INTEGRITY AGREEMENT

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

BETWEEN

SPAV represented through Registrar,,
 (Name of Division)

SPAV,, (Hereinafter referred as the(Address of Division)

‘Principal/Owner’, which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

.....
(Name and Address of the Individual/firm/Company)

through..... (Hereinafter referred to as the (Details of duly authorized signatory)

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

Preamble

WHEREAS the Principal / Owner has floated the Tender (NIT No.) (herein after referred to as “Tender/Bid”) and intends to award, under laid down organizational procedure, contract for(Name of work)herein after referred to as the “Contract”.

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

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

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witnesses as under:

Article 1: Commitment of the Principal/Owner

- 1) The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - (a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - (b) The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.

- (c) The Principal/Owner shall endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
- 2) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

Article 2: Commitment of the Bidder(s)/Contractor(s)

- 1) It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government / Department all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
- 2) The Bidder(s)/Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
 - a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind what so ever during the Tender process or during the execution of the Contract.
 - b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
 - c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.
 - e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose (with each tender as per proforma enclosed) any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.

- 3) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 4) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.
- 5) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/her reputation or property to influence their participation in the tendering process).

Article 3: Consequences of Breach

Without prejudice to any rights that may be available to the Principal/Owner under law or the Contract or its established policies and laid down procedures, the Principal/Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/Contractor(s) and the Bidder/ Contractor accepts and undertakes to respect and uphold the Principal/Owner's absolute right:

- 1) If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. Such exclusion may be forever or for a limited period as decided by the Principal/Owner.
- 2) Forfeiture of EMD/Performance Guarantee/Security Deposit: If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Contractor.
- 3) Criminal Liability: If the Principal/Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of IPC Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression

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

Article 5: Equal Treatment of all Bidders/Contractors/Subcontractors

- 1) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Subcontractors/ sub-vendors.
- 2) The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.
- 3) The Principal/Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

Article 6- Duration of the Pact

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

If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Competent Authority, CPWD.

Article 7- Other Provisions

- 1) This Pact is subject to Indian Law, place of performance and jurisdiction is the Head quarters of the Division of the Principal/Owner, who has floated the Tender.
- 2) Changes and supplements need to be made in writing. Side agreements have not been made.
- 3) If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
- 4) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intensions.
- 5) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

Article 8- LEGAL AND PRIOR RIGHTS

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

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

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

WITNESSES:

1..... 2.....
(Signature, name and address) (Signature, name and address)

PART – B

SPECIAL CONDITIONS

1.0 Specifications of work:

S.No	Description of Items
1.	Construction of Basket ball court at adjacent of west side of Academic block at SPA Vijayawada. Salient features of work: Badminton court size: 32mx16.5m Excavation: 0.3m depth Gravel:0.075m depth PCC(1.5.10):0.1m depth RCC(1.1.5.3):0.12 m depth RCC poles: 0.3mx0.2m Top finishing of Court: Vacuum Dewatering Flooring (VDF / Tremix floor) Basket ball Accessories: 1.Acrulic fiber board= size of 1.80mx1.05 m of 30 mm thickness 2.Board Supporting frame = L angle size of 20mmx30mmx3 mm thickness 3.MS Ring= 0.45 m dia and thickness of ring is 20 mm 4. Four numbers of Anchor blots with 200mmx200mm x 8mm thick MS plate

1.1 Specifications & Order of preference:

- 1.1.1 Except for the items, for which Particular Specifications are given or where it is specifically mentioned otherwise in the description of the items in the schedule of quantities, the work shall generally be carried out in accordance with the "CPWD Specifications 2009 Vol. I & II" with up to date correction slips, additional / Particular Specifications, Architectural / structural drawings and as per instructions of Engineer-in-Charge.

1.2 Scope:

- 1.2.1 The works to be governed by this contract shall cover delivery and transportation up to destination, safe custody at site, insurance, erection, testing and Commissioning of the entire works.
- 1.2.2 The works to be undertaken by the contractor shall inter alia include the following:
- i. Preparation of detailed SHOP drawings and AS BUILT drawings wherever applicable.
 - ii. Pre-commissioning tests as per relevant standard specifications, code of practice, Acts and Rules wherever required.
 - iii. Warranty obligation for the equipment and/or fittings/fixtures /Accessories supplied by the contractor.
- 1.2.3 Contractor shall provide all the layout drawings for all the co-ordinate services before starting any work or placing any order for any of the services etc. These layout drawings shall be got approved from Engineer-in-charge before implementation and this shall be binding on the contractor. The contractor shall submit material submittals along with material sample for approval of Engineer-in-charge prior to delivery of material at site.
- 1.2.4 All the hidden items such as water supply lines, drainage pipes, conduits, sewers etc. are to be properly tested as per the design conditions before covering and their measurements in computerized measurement book duly test checked shall be deposited with Engineer in charge or his authorized representative, prior to hiding these items.

1.3 Deployment of Technical staff & skilled labour:

- 1.3.1 The quality of work is of paramount importance. Contractor shall have to engage well experienced skilled labour and deploy modern T&P and other equipments to execute the work to provide the desired quality.

The Contractor shall depute Site Engineer & skilled workers as required for the work. He shall submit organization chart along with details of Engineers and supervisory staff. It shall be ensured that all decision making powers shall be available to the representatives of the contractor at site itself to avoid any likely delays on this account. The contractor shall also furnish list of persons for specialized works to be executed for various items of work. The Contractor shall identify and deploy key persons having qualifications and experience in the similar and other major works, as per the field of their expertise. If during the course of execution of work, the Engineer-in-Charge is of the opinion that the deployed staff is not sufficient or not well experienced; the Contractor shall deploy more staff or better-experienced staff at site to complete the work with quality and in stipulated time limit. The Project Manager of the contractor having minimum twenty years of experience in similar nature of work along with all technical staff as mentioned in the clause 36 of the GCC, shall always be available at the site during execution of work.

1.4 Removal of Machinery, Tools & Equipment:

Removal of machinery, tools & equipment shall be allowed to be moved away from the site only when, in written opinion of Engineer-in-Charge, the same are no longer required at site of work.

1.5 Soil conditions of site:

Contractor(s) shall study the soil investigation report for the site, available in the office of the Engineer-in-Charge and satisfy himself about complete characteristics of soil and other parameters at site. No claim whatsoever on account of any discrepancy between the sub-surface strata conditions that may be actually encountered at the time of execution of the work and those given in soil report, in-accuracy or interpretation thereof shall be entertained from the Contractor under any circumstances. The ground water table is in variable condition and the information given in the report is only indicative and it may vary from time to time.

1.6 Site condition:

The tenderer shall acquaint himself with the site of work and see the approaches to the site. In case any approach from main road is required at site or existing approach is to be improved and maintained for cartage of materials by the contractor, the same shall be provided, improved and maintained by the contractor at his own cost.

1.7 Precautionary measures:

- 1.7.1 Temporary barricading shall be provided at Site by the contractor at their own cost. The barricading physically define the boundaries of the plot for restricted entry to only those involved in the work and also to prevent any accident and also not causing any inconvenience to the traffic. The barricading panels shall be painted and "CPWD" mark should be made in suitable size, shapes and number as directed by Engineer-in-charge without any extra cost. It shall be dismantled and taken away by the contractor after completion of the work at his own cost with the permission of Engineer-in-charge.
- 1.7.2 Contractor shall take all precautionary measures to avoid any damage to adjoining property. All necessary arrangement shall be made at his own cost. The contractor shall take all precautions to prevent his workmen and employees from removing and damaging any Flora (plant/vegetation) from the campus/site.
- 1.7.3 The contractor shall take all precautions to avoid accidents by exhibiting necessary caution boards day and night, speed limit boards, red flags, red lights and providing barriers. He shall be responsible for all damages and accidents caused to work due to negligence on his part. No hindrances shall be caused to traffic, during the execution of the work. In case of any accident of the labourers/ contractual staff, the entire responsibility will rest on the contractor and any compensation under such circumstances, if becomes payable, shall be entirely borne by the contractor.

- 1.7.4 The contractor, his authorized representative, workmen etc. shall strictly observe orders pertaining to fire precautions prevailing in the area.
- 1.7.5 The Contractor shall take all necessary precautions to prevent any nuisance or inconvenience to the owners, tenants or occupants of the adjacent properties and to the public in general. The Contractor shall take all care, as not to damage any other adjacent property or other services running adjacent to the plot. If any damage is done, the same shall be made good by the Contractor at his own cost and to the entire satisfaction of the Engineer-in-Charge. The Contractor shall use such methodology and equipments for execution of the work, so as to cause minimum environmental pollution of any kind during construction, to have minimum construction time and minimum inconvenience to road users and to the occupants of the buildings on the adjacent plot and public in general, etc. He shall make good at his own cost and to the entire satisfaction of the Engineer in Charge any damage to roads, paths, cross drainage works or public or private property whatsoever caused, due to the execution of the work or by traffic brought thereon, by the Contractor. Further, the Contractor shall take all precautions to prevent any pollution of streams and waterways. All waste or superfluous materials shall be carted away by the Contractor, entirely to the satisfaction of the Engineer-in-Charge. Utmost care shall be taken to keep the noise level to the barest minimum so that no disturbance as far as possible is caused to the occupants / users of adjoining buildings. No claim what so ever on account of site constraints mentioned above or any other site constraints not specifically stated here, shall be entertained from the Contractor. Therefore, the Contractors are advised to visit site and get first hand information of site constraints. Accordingly, they should quote their tenders. Nothing extra shall be payable on this account.

1.8 General cleanliness of the site and Stacking & Storage of Materials:

- 1.8.1 The site of work shall be always kept clean in general strictly adhering to approved job layout and green building parameters. The Contractor shall take all care to prevent anywater- logging at site. The waste water shall not be allowed to be collected at site. It may be directly pumped into the public drainage system with prior approval of the concerned authorities. For discharge into public drainage system, necessary permission shall be obtained from concerned authorities after paying the necessary charges, if any, directly to the authorities. The work shall be carried out in such a way that the area is kept clean and tidy. All the fees/charges in this regard shall be borne by the Contractor. Nothing extra shall be payable on this account.
- 1.8.2 The contractor shall take instructions from the Engineer-in-Charge regarding collection and stacking of materials at any place. No excavated earth or building rubbish shall be stacked on areas where other buildings, roads, compound wall, services etc are to be constructed.
- 1.8.3 For construction works which are likely to generate malba / rubbish, contractor shall dispose of malba, rubbish & other unserviceable materials and wastes at his own cost to the notified/specified dumping ground and under no circumstances these shall be stacked / dumped even temporarily, outside the construction premises.
- 1.8.4 The contractor shall construct suitable godowns, yard at the site of work for storing all other materials so as to be safe against damage by sun, rain, damages, fire, theft etc. at his own cost and also employ necessary watch and ward establishment for the purpose at his cost.

1.9 Lab Equipment:

The contractor shall provide at his own cost suitable weighing, surveying and levelling and measuring arrangements as may be necessary at site for checking. All such equipments shall be got calibrated in advance from laboratory, approved by the Engineer-in-Charge. Nothing extra shall be payable on this account. A site laboratory with the minimum equipments as specified in NIT shall be established, made functional and maintained within 21 days from the award of the work without any extra cost to the department.

1.10 Setting Out

- 1.10.1 The contractor shall establish, maintain and assume responsibility for grades, lines, levels and bench marks. He shall report any errors or inconsistencies regarding grades, lines, levels, dimensions to the Engineer-in-Charge before commencing work. Commencement of work shall be regarded as the contractor's acceptance of such grades, lines, levels and dimensions and no claim shall be entertained at a later date for any errors found.
- 1.10.2 The contractor shall be entirely and exclusively responsible for the horizontal, vertical and other alignments, the level and correctness of every part of the work and shall rectify effectively any errors or imperfections therein. Such rectifications shall be carried out by the contractor at his own cost to the instructions and satisfaction of the Engineer-in-Charge.
- 1.10.3 The Contractor shall carry out survey of the work area, at his own cost, setting out the layout of building in consultation with the Engineer-in-Charge & proceed further. Any discrepancy between the architectural drawings and actual layout at site shall be brought to the notice of the Engineer-in-charge. It shall be responsibility of the Contractor to ensure correct setting out of alignment. Total station survey instruments only shall be used for layout, fixing boundaries, and centre lines, etc., along with theodolites. Nothing extra shall be payable on this account.
- 1.10.4 Contractor shall provide permanent bench marks, flag tops and other reference points for the proper execution of work and these shall be preserved till the end of work. All such reference points shall be in relation to the levels and locations, given in the Architectural and plumbing drawings.

1.11 Temporary Water, Electricity & Telephone Connections:

- 1.11.1 The contractor shall make his own arrangements for water including boring of tube wells etc. if necessary and for Electricity by obtaining electric connections and by providing diesel generators of adequate capacity if required and make necessary payments directly to the State Govt. departments concerned. Necessary approval shall be taken by the contractor from the ground water department for boring of tube wells. Nothing extra shall be paid on these accounts. Contractor shall get the water tested from laboratory approved by the Engineer-in-charge at regular interval as per the CPWD Specifications 2009. All expenses towards collection of samples, packing, transportation except testing charges etc. shall be borne by the contractor. The contractor shall obtain environmental and pollution clearance for the diesel generators. Nothing extra shall be paid on this account.
- 1.11.2 The Contractor shall arrange electricity at his own cost for testing of the various electrical installations as directed by Engineer-in-Charge and for the consumption by the contractor for executing the work. Also all the water required for testing various electrical installations, fire pumps, wet riser / fire fighting equipments, fire sprinklers etc. and also testing water supply, sanitary and drainage lines, water proofing of underground sump, overhead tanks, water proofing treatment etc. shall be arranged by the contractor at his own cost. Nothing extra shall be payable on this account.
- 1.11.3 Arrangement of temporary telephone connection, water and electricity required by Contractor, shall be made by him at his own cost and also necessary permissions shall be obtained by him directly from concerned authorities, under intimation to the Department. Also, all initial cost and running charges, and security deposit, if any, in this regard shall be borne by him. The Contractor shall abide by all the rules/ bye laws applicable in this regard and he shall be solely responsible for any penalty on account of violation of any of the rules / byelaws in this regard. Nothing extra shall be payable on this account.

1.11.4 The Contractor shall be responsible for maintenance and watch and ward of the complete installation and water / electricity meter and shall also be responsible for any pilferage, theft, damage, penalty etc. in this regard. The Contractor shall indemnify the Department against any claim arising out of pilferage, theft, damage, penalty etc. whatsoever on this account. Security deposit for the work shall be released only after **No Dues Certificates** are obtained from the local Authorities from whom temporary electric/ water / telephone connection have been obtained by the Contractor. Nothing extra shall be payable on this account.

1.11.5 The Department shall in no way be responsible for either any delay in getting electric and/or water and/or telephone connections for carrying out the work or not getting connections at all. No claim of delay or any other kind, whatsoever, on this account shall be entertained from the Contractor. Also contingency arrangement of stand-by water & electrical supply shall be made by the Contractor commencement and smooth progress of the work so that work does not suffer on account of power failure or disconnection or not getting connection at all. No claim of any kind whatsoever shall be entertained on this account from the Contractor. Nothing extra shall be payable on this account.

1.12 Architectural and structural Drawings:

1.12.1 Although architectural drawings are either uploaded in the web along with NIT for reference to the bidder or made available in the office of Registrar, the working & detailed architectural drawings and structural drawings shall be issued as and when required according to the programme chart submitted by the contractor. It is the duty of the contractor to intimate the requirement of drawings reasonably well in advance and no hindrance shall be allowed on this account.

1.12.2 The work shall be carried out in accordance with the Architectural drawings and Structural drawings, to be issued from time to time, by the Engineer-in-Charge. Before commencement of any item of work, the contractor shall correlate all the relevant architectural and structural drawings issued for the work, nomenclature of items, specifications etc. and satisfy himself that the information available there from is complete and unambiguous. The figures & the written dimensions of the drawing shall supersede the measurement by scale. The discrepancy, if any, shall be brought to the notice of the Engineer-in-Charge for immediate decision before execution of the work. The contractor alone shall be responsible for any loss or damage occurring by the commencement of work on the basis of any erroneous and/ or incomplete information and no claim, whatsoever shall be entertained on this account. The delay caused on account of non-timely action by the contractor in resolution of the differences whatsoever shall not be considered as valid ground for extension of time unless otherwise accepted by Engineer-In-Charge.

1.12.3 The information and site data shown in the drawings and mentioned herein and also elsewhere in the tender documents are being furnished for general information and guidance only. The department shall not bear responsibility for lack of such knowledge and also the consequences thereof. The Engineer-in-charge in no case shall be held responsible for the accuracy thereof or any interpretation/ or conclusions drawn there from by the contractor.

1.13 Scaffolding & Staging(Where ever applicable):

1.13.1 Wherever required for the execution of work, all the scaffolding shall be provided and suitably fixed, by the contractor. The scaffolding shall be provided strictly with steel double scaffolding system, suitably braced for stability, with all the accessories, gangways, etc with adjustable suitable working platforms to access the areas with ease for working and inspection. Single scaffolding system is strictly prohibited and shall invite necessary action. It shall be designed to take all incidental loads. It should cater to the safety features for workmen. Nothing extra shall be payable on this account. It shall be ensured that no damage is caused to any structure due to the scaffolding.

1.13.2 The contractor should submit the shop drawings of staging and shuttering for approval of Engineer-in-Charge before actually commencing the execution of work under the item. Nothing extra shall be payable on this account.

1.14 Co-ordination with other agencies:

1.14.1 The Contractor shall conduct his work so as not to interfere with or hinder the progress of the work being performed by other Contractors or by the Engineer-in-Charge. As far as possible, he shall arrange his work and place, so as not to interfere with the operations of other Contractors or shall arrange his work with that of the others, in an acceptable and coordinated manner and shall perform it in proper sequence.

1.14.2 Other agencies may also simultaneously execute and install the works and the contractor shall afford necessary facilities for the same. The contractor shall leave such recesses, holes, openings, trenches etc. as may be required for such related works (for which inserts, sleeves, brackets, conduits, base plates, clamps etc. shall be available as specified elsewhere in the contract) and the contractor shall fix the same at the time of casting of concrete, stone work and brick work, if required, and nothing extra shall be payable on this account.

1.14.3 The Contractor shall cooperate with and provide the facilities to the associate-Contractors and other agencies working at site for smooth execution of the work. The Contractor shall –

- i. Allow use of scaffolding already erected, toilets, sheds etc.
- ii. Properly co-ordinate their work with the work of other Contractors.
- iii. Provide control lines and benchmarks to his associate-Contractors and the other Contractors.
- iv. Provide electricity and water at mutually agreed rates.
- v. Provide hoist and crane facilities for lifting material at mutually agreed rates.
- vi. Co-ordinate with other Contractors for leaving inserts, making chases, alignment of services etc. at site.
- vii. Adjust work schedule and site activities in consultation with the Engineer-in-Charge and other Contractors to suit the overall schedule completion.

Resolve the disputes with other Contractor amicably and the Engineer-in-Charge shall not be **made intermediary or arbitrator. The contractor shall indemnify the Department against** any claim(s) arising out of such disputes.

1.15 Procurement of materials:

1.15.1 All material shall only be brought at site as per program finalized with the Engineer-in-Charge. Any pre-delivery of the material not required for immediate consumption shall not be accepted and thus not paid for.

1.15.2 The contractor shall procure the required materials in advance so that there is sufficient time for testing of the materials and approval of the same before use in the work.

1.16 Protection of Existing Services & buildings and Materials:

1.16.1 Existing drains, pipes, cables, over-head wires, sewer lines, water lines and similar services encountered in the course of the execution of work shall be protected against the damage by the contractor at his own expense. The contractor shall not store materials or otherwise occupy any part of the site in a manner likely to hinder the operation of such services. In case temporary supporting of such services is required to facilitate the work, the same shall be done by the contractor at no extra cost.

- 1.16.2 In case the existing services are to be shifted permanently, then before dismantling the existing services, alternate/diversion of service lines has to be laid by the contractor so that there is no interruption in use of existing services. The contractor has to plan the alternate suitable route for diversion/shifting of service lines and get the same approved from the Engineer-in-Charge before starting shifting of services. Nothing extra shall be paid except the payment of dismantling and laying of new service lines as per conditions of contract.
- 1.16.3 All fossils, coins, articles of value of antiquity, structures and other remains or things of geological or archaeological interest discovered on project location during excavation/construction shall be the property of the Government, and shall be dealt with as per provisions of the relevant legislation. The contractor will take reasonable precaution to prevent his workmen or any other persons from removing and damaging any such article or thing. He will, immediately upon discovery thereof and before removal acquaint the Engineer-in-charge of such discovery and carry out the official instructions of Engineer-in-charge for dealing with the same, till then all work shall be carried out in a way so as not to disturb/ damage such article or thing.
- 1.16.4 The contractor shall be responsible for the watch and ward / guard of the buildings, safety of all fittings and fixtures including sanitary and water supply fittings and fixtures provided by him against pilferage and breakage during the period of installations and thereafter till the building is physically handed over to the client department. No extra payment shall be made on this account.
- 1.16.5 The contractor shall be fully responsible for the safe custody of materials brought by him/ issued to him even though the materials may be under double lock key system.

1.17 Rates and other conditions for payment:

The rates quoted by the Contractor are deemed to be inclusive of the following--

- 1.17.1 site clearance, setting out work, profile, establishment of reference bench mark(s), taking spot levels, construction of all safety and protection devices, barriers, barricading, signage, labour safety, welfare & training measures, preparatory works, working during monsoon, working at all depths, height, lead, lift and location etc until / unless specified otherwise, implementation of green building norms to achieve desired GRIHA (3 star) Rating etc. and any other incidental works required to complete this work. Nothing extra shall be payable on this account. Payment for centring & shuttering, however, if required to be done for floor heights greater than 3.50m shall be admissible at rates arrived in accordance with clause 12 of the agreement if not already specified.
- 1.17.2 For works below ground level the contractor shall keep that area free from water. If dewatering or bailing out of water is required the contractor shall do it and nothing extra shall be paid except otherwise provided in the items of schedule of quantities.
- 1.17.3 Any legal or financial implications resulting out of disposal of earth shall be sole Responsibility of the contractor. Nothing extra over the schedule shall be paid on this Account.
- 1.17.4 All lab our, material, tools and plants and other inputs involved in the execution of the item.
- 1.17.5. Performance test of the entire installation(s) before the work is finally accepted
- 1.17.6 Any cement slurry added over base surface (or) for continuation of concreting for better bond is deemed to have been built in the items.
- 1.17.7 The Item rate quoted by the tenderer, shall be inclusive of all taxes and levies. GST or any other tax applicable in respect of this contract shall be payable by the contractor and Government will not entertain any claim whatsoever in respect of the same.

- 1.17.8 For completing the work in time, the Contractor might be required to work in two or more shifts (including night shifts). No claim whatsoever shall be entertained on this account, notwithstanding the fact that the Contractor may have to pay extra amounts for any reason, to the labourers and other staff engaged directly or indirectly on the work according to the provisions of the labour and other statutory bodies regulations and the agreement entered upon by the Contractor with them..
- 1.17.9 The Contractor shall keep himself fully informed of all acts and laws of the Central & State Governments, all orders, decrees of statutory bodies, tribunals having any jurisdiction or authority, which in any manner may affect those engaged or employed and anything related to carrying out the work. All the rules & regulations and bye-laws laid down by Collector / MC etc. and any other statutory bodies shall be adhered to, by the contractor, during the execution of work. The Contractor shall also adhere to all traffic restrictions notified by the local authorities. It is clarified that the extra sewerage charges (one time charges for commencement of work) required to be paid to the Municipal Corporation / other statutory bodies shall be paid by the department and need not be considered by the contractor. The water charges (for municipal water connection as well as tanker water) shall be borne by the contractor. Also, if the contractor obtains water connection for the drinking purposes from the municipal authorities or any other statutory body, the consequent sewerage charges shall be borne by the contractor. All statutory taxes, levies, charges (including water and sewerage charges, charges for temporary service connections and / or any other charges) payable to such authorities for carrying out the work, shall be borne by the Contractor. The clause 31A of the General Conditions Of Contract for CPWD works is not applicable to the tender. The Contractor shall arrange to give all notices as required by any statutory / regulatory authority and obtain all requisite licenses wherever required and shall pay to such authority all the fees that are required to be paid for the execution of work. He shall protect and indemnify the Department and its officials & employees against any claim and /or liability arising out of violations of any such laws, ordinances, orders, decrees, by himself or by his employees or his authorized representatives. Nothing extra shall be payable on these accounts. The fee payable to statutory authorities for obtaining the various permanent service connections and Occupancy Certificate for the building shall be borne by the Department.
- 1.17.10 **Royalty** at the prevalent rates shall have to be paid by the contractor (Rates of Seigniorage fee enclosed in the document is for guidance only and no claims shall be entertained on account of this) on all the boulders, stone aggregate, brick aggregate, shingle, coarse or fine sand, earth, gravel, bajri etc. collected by him for the execution of the work, directly to the Revenue Authority or authorized agent of the State Government concerned or Central Government. Royalty at the prevalent rates shall be paid by the contractor or the RMC supplier as per the terms of supply between them, on all materials such as stone aggregate, coarse or fine sand etc. collected by him for the execution of the work, directly to the revenue authority of the State Government concerned. Further, contractor needs to submit proof of submission of full royalty to the State Government or local authority. Nothing extra shall be payable on this account.
- 1.17.11 All ancillary and incidental facilities required for execution of work like labour camp, stores, fabrication yard, offices for Contractor, watch and ward, temporary ramp required to be made for working at the basement level, temporary structure for plants and machineries, water storage tanks, installation and consumption charges of temporary electricity, telephone, water etc. required for execution of the work, liaison and pursuing for obtaining various No Objection Certificates, completion certificates from local bodies etc., protection works, barricading, testing facilities / laboratory at site of work, facilities for all field tests and for taking samples etc. during execution or any other activity which is necessary (for execution of work and as directed by Engineer-in-Charge), shall be deemed to be included in rates quoted by the Contractor, for various items in the schedule of quantities. Nothing extra shall be payable on these accounts. Before start of the work, the Contractor shall submit to the Engineer-in-Charge, a site / construction yard layout, specifying

areas for construction, site office, positioning of machinery, material yard, cement and other storage, steel fabrication yard, site laboratory, water tank, etc.

- 1.17.12 The Contractor shall assume all liability, financial or otherwise in connection with this contract and shall protect and indemnify the Department from any and all damages and claims that may arise on any account. The Contractor shall indemnify the Department against all claims in respect of patent rights, royalties, design, trademarks of name or other protected rights, damages to adjacent buildings, roads or members of public, in course of execution of work or any other reasons whatsoever, and shall himself defend all actions arising from such claims and shall indemnify the Department in all respect from such actions, costs and expenses. Nothing extra shall be payable on this account.
- 1.17.13 The Contractor shall make all necessary arrangements for protecting from rain or likewise extreme weather conditions, the work already executed and for carrying out the further work, during monsoon including providing and fixing temporary shelters, protections etc. Nothing extra shall be payable on this account. Also, no claims for hindrance shall be entertained on this account.
- 1.17.14 In case of flooding of site on account of rain or any other cause and any consequent damage, whatsoever, no claim financially or otherwise shall be entertained notwithstanding any other provisions elsewhere in the contract agreement. Also, the Contractor shall make good, at his own cost, the damages caused, if any. Further, no claims for hindrance shall be entertained on this account.
- 1.17.15 No payment shall be made for any damage caused by fire, rain, snowfall, flood or any other natural calamity, whatsoever during the execution of the work. The contractor shall be fully responsible for any damage to the govt. property and the work for which payment has been advanced to him under the contract and he shall make good the same at his risk and cost. The contractor shall be fully responsible for safety and security of his material, T&P/Machinery brought to the site by him. The contractor shall maintain all the work in good condition at his own cost till the completion of the entire work.
- 1.17.16 In case the same item appears more than once in the schedule of work under the same sub head or among the different sub heads of works, the lowest rate quoted for that item shall be taken for other items also and tender will be evaluated accordingly.
- 1.17.17 The ESI and EPF contribution on the part of employer in respect of this contract shall be paid by the contractor. These contributions on the part of employer paid by the contractor shall be reimbursed by the Engineer in charge to the contractor on actual basis. The applicable and eligible amount of EPF& ESI shall be reimbursed preferably within 7 days but not later than 30 days of submission of documentary proof of payment which are in order.

1.22 Computerized MBs & SMBs:

- 1.22.1 The contractor shall make available four (04) sets of computerized Standard Measurement Books (SMBs) having measurement of all the permanent standing in a building.
- 1.22.2 The contractor will submit computerized measurement sheet for the work carried out by him for making payment as per Clause – 6A of the CPWD General Conditions of Contract 2014 (with correction slips up to the last date of submission of tender). For casting of RCC members and other hidden items the corrected and duly test checked measurement sheets of reinforcement or that of other hidden items shall be deposited with Engineer in charge or his authorized representative, before casting of RCC or other hidden items. The delay in submission of corrected and duly checked measurement sheet may, therefore, delay casting of RCC or execution of hidden item for which no hindrance shall be recorded.

1.23 Water Supply & Sanitary Installations & Testing:

- 1.23.1 Water tanks, taps, sanitary, water supply and drainage pipes, fittings and accessories should conform to approved manufacturers specifications where CPWD Specifications are not applicable. The contractor should get the materials (fixtures/fittings) tested from approved labs wherever required at his own cost. The contractor shall submit for the approval of the Engineer-in-Charge, the name of the plumbing agency (along with their working experience in recent past) proposed to be engaged by him.
- 1.23.2 The contractor shall give performance test of the entire installation(s) as per the standing specifications before the work is finally accepted and nothing extra whatsoever shall be payable to the contractor for the test.

2.0 RECORDING OF HINDRANCES:-

- 2.1 Whenever any hindrance whether on part of department or on part of contractor, comes to the notice of the Registrar, he should at once make a note of such hindrance in the register kept at site, and immediately make a report to the Registrar within a week.
- 2.2 Each hindrance should be entered in the Hindrance Register, which should be authenticated by the Registrar and Contractor. The Registrar shall review the Hindrance Register at least once in a month.
- 2.3 The hindrances on part of contractor are also to be entered in the Hindrance Register.
- 2.4 The hindrance register shall be submitted at the time of payment of each Running Account Bill.

3.0 SECRECY

- 3.1 The contractor shall take all steps necessary that all persons employed on any work in connection with the contract have noticed that the Indian Official Secrets Act 1923 applies to them & will continue so to apply even after the execution of such works under the contract.
- 3.2 The contract is confidential and must be strictly confined to the contractor's own use (except so far as confidential disclosure to sub-contractors or suppliers as necessary) and to the purpose of the contract.
- 3.3 All documents, copies thereof & extracts there from furnished to the contractor shall be returned to the Engineer-in-Charge on the completion of the work / works or the earlier determination of the contract.

4.0 LABOUR AND SECURITY

- 4.1 In the event of the contractor(s) committing a default or breach of any of the provisions of the Central Public Works Department, Contractor's Labour Regulations and Model Rules for the protection of health and sanitary arrangements for the workers as amended from time to time or furnishing any information or submitting or filing any statement under the provisions of the above Regulations and Rules which is materially incorrect, he/they shall, without prejudice to any other liability, pay to the Government a sum not exceeding Rs.200/- for every default, breach or furnishing, making, submitting, filing such materially incorrect statements and in the event of the contractor(s) defaulting continuously in this respect, the penalty may be enhanced to Rs.200/- per day for each day of default subject to a maximum of 5 per cent of the estimated cost of the work put to tender. The decision of the Engineer-in-Charge shall be final and binding on the parties.

No payment shall be made for construction of labour housing.

- 4.2 The Contractor shall display all permissions, licenses, registration certificates, bar charts, other statements etc under various labour laws and other regulations applicable to the works, at his site office.
- 4.3 Contractor should provide his plan for labour huts as per his requirement and get it approved from the Engineer-in-Charge. The contractor will be provided space for labour huts etc. inside the campus but the space requirement and location, as assessed by Engineer-in-Charge shall be final and binding.
- 4.4 If as per the rules of the local authority, the huts for labour are not to be erected at the site of work by the contractors, the contractors are required to provide such accommodation as is acceptable to local bodies and nothing extra shall be paid on this account.
- 4.5 Contractor has to follow the security requirement of the campus and obtain necessary entry passes for the labour and vehicles and follow security checks at entry / exit gates, restriction on movement of vehicle, restricted timings of working etc. The Department however shall assist the contractor in obtaining such passes for movement of vehicles and labour. No claim whatsoever shall be entertained on account of delay in entry of vehicles and labour including restrictions in working hours, if there is any.
- 4.6 The contractor shall employ only Indian Nationals after verifying their antecedents and loyalty. The contractor shall, on demand submit list of his agents, employees and work people concerned & shall satisfy as to the bonafides of such people.
- 4.7 The contractor & his work people shall observe all relevant rules regarding security promulgated in which work is to be carried out by the Controlling Administrative Authority of the campus/area (hereinafter referred to as "Administrator").
- 4.8 The contractor, his representative, workman shall be allowed to enter through specified gates & timing as laid down by the controlling authority. They shall be issued an identity card or an individual pass in accordance with the standing rules & regulations & they should possess the same while working. The contractor shall be responsible for the conduct & actions of his workmen, agents/ representatives.
- 4.9 Normally contractor shall be allowed to carry out work between 7 AM to 6 PM. However, he may also be allowed to carry out the work beyond 6 PM & up to 7 AM if the site conditions / circumstances so demand with prior written permission from the "Administrator". However, if the work is carried out in more than one shift or at night, no claim on this account shall be entertained.
- 4.10 Normally contractor's material / vehicles etc shall be allowed to move in / go-out between 7 AM to 7 PM only & no movement of material / vehicles out of site of work shall be allowed during night hours unless specific permission is obtained from the "Administrator".
- 4.11 In case if a separate entry has been allowed, the contractor has to make all arrangement for making a separate entry gate and barricading of the working area to segregate/separate the same from other areas. All these have to be done by the contractor at his own cost including safeguarding any untoward incident in the restricted area due to separate entry gate and barricading arranged by the contractor. No extra amount on this account shall be payable by the department.
- 4.12 In the event of any restrictions being imposed by the Security agency, CPWD, Traffic or any other authority having jurisdiction in the area on the working or movement of labour /material, the contractor shall strictly follow such restrictions and nothing extra shall be payable to the contractor on such accounts. The loss of time on these accounts, if any, shall have to be made up by augmenting additional resources whatever required. Nothing extra shall be payable on this account.

5.0 PROGRESS AND MONITORING OF WORK:

- 5.1 For completing the work in time, the Contractor might be required to work in two or more shifts (including night shifts). No claim whatsoever shall be entertained on this account, notwithstanding the fact that the Contractor may have to pay extra amounts for any reason, to the labourers and other staff engaged directly or indirectly on the work according to the provisions of the labour and other statutory bodies regulations and the agreement entered upon by the Contractor with them.
- 5.2 The work should be planned in a systematic manner so that chase cuttings in the walls, ceilings and floors is minimized. Wherever absolutely essential, the chase shall be cut using chase cutting machines. Chases will not be allowed to be cut using hammer / chisel. The electrical boxes should be fixed in walls simultaneously while raising the brick work. The contractor shall ensure proper co-ordination of various disciplines viz. building works, sanitary & water supply & electrical installations etc.
- 5.3 The contractor shall conduct his work, so as not to interfere with or hinder the progress or completion of the work being performed by other contractor(s) or by the Engineer-in-Charge and shall as far as possible arrange his work and shall place and dispose of the materials being used or removed so as not to interfere with the operations of other contractor or he shall arrange his work with that of the others in an acceptable and coordinated manner and shall perform it in proper sequence to the complete satisfaction of Engineer-in-charge.
- 5.4 The Contractor shall do proper sequencing of the various activities by suitably staggering the activities within various pockets in the plot so as to achieve early completion. The agency may deploy adequate equipment, machinery and labour as required for the completion of the entire work within the stipulated period specified. Also ancillary facilities shall be provided commensurate with requirement to complete the entire work within the stipulated period. Nothing extra shall be payable on this account. Adequate number/sets of equipment in working condition, along with adequate stand-by arrangements, shall be deployed during entire construction period. It shall be ensured by the Contractor that all the equipment, Tools & Plants, machineries etc. provided by him are maintained in proper working conditions at all times during the progress of the work and till the completion of the work. Further, all the constructional tools, plants, equipment and machineries provided by the Contractor, on site of work or his work shop for this work, shall be exclusively intended for use in the construction of this work and they shall not be shifted / removed from site without the permission of the Engineer-in-Charge.
- 5.5 All material shall only be brought at site as per program finalized with the Engineer-in-Charge. Any pre-delivery of the material not required for immediate consumption shall not be accepted and thus not paid for.

6.0 DEFECT LIABILITY PERIOD (REFUND OF SECURITY DEPOSIT) :

The defect liability / maintenance period shall be 12 months after the date of completion of work for this contract agreement. The Security Deposit shall be released after the defect liability period of 06 months after completion of work and for this, the contractor shall have to produce a certificate Stating that no defects are pending for rectification from the Engineer-in-charge, but subject to other provisions specified elsewhere in the contract agreement.

7.0 APPLICABLE PERMITS:

- 7.1 The contractor(s) shall give to the Municipality, police and other authorities all necessary notices etc. that may be required by law and obtain all requisite licenses for temporary obstructions, enclosures etc. and pay all fee, taxes and charges which may be levied on account of these operations in

executing the contract. He shall make good any damage to the adjoining property whether public or private and shall supply and maintain lights either for illumination or for cautioning the public at night.

- 7.2 The contractor shall ensure that applicable permits mandated by the local bodies and in case warranted for this work are obtained as required under the Applicable Laws.

8.0 LOCAL BYE-LAWS:

- 8.1 The building work shall be carried out in the manner complying in all respects with the requirements of relevant bye-laws 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 shall be paid on this account.
- 8.2 Some restrictions may be imposed by the local police etc. on the working time and for movement of labour, materials etc. the contractor shall be bound to follow all such restrictions/instructions and nothing extra shall be payable on this account.
- 8.3 The contractor shall not stack building material on the road or on the land owned by any other authority, as the case may be. In case, the Contractor is found stacking the building material as stated above, he shall be liable to pay the stacking charges as may be levied by local body or authority and also to face penal action as per the rules, regulations and bye-laws of the said body or authority. The Engineer-in-Charge shall be at liberty to recover the sums due but not paid to the concerned authorities on the above counts from any sums due to the contractor including amount of the Security Deposit or Retention Money in respect of this contract or any other contract.

9.0 DISPUTE REDRESSAL COMMITTEE

- 9.1 In the first instance, the Registrar, Superintending Engineer, or the Chief Engineer shall positively give his decision on any matter relating to the contract, for which he is competent to do so. If the decision so given is not acceptable to the contractor due to any legitimate reason, efforts shall be made to reason with the contractor to arrive at a consensus that is reasonable and legitimate under the terms and conditions of the contract. If, however, no consensus can be reached, the matter shall be referred to the next higher authority, and if no consensus can be reached at that level too, then the Director shall refer the matter to the Dispute Redressal Committee (DRC) constituted as mentioned in the schedule 'F', for adjudication. In other words, cases shall be referred to the Committee only after exhausting all other remedies available with the officers of the department who are a party to the contract.
- 9.2 The Registrar, whoever is party to the contract under dispute, shall present the case of the department before the Committee, alongside the contractor who shall present his case. The Committee shall hear both the parties, and suggest an amicable and legitimate solution to the problem, based on the principle of equity and natural justice. If the same is acceptable to both the parties, it shall be accepted by the officer in the department under whose competence the matter falls, and conveyed for implementation. If, however, the Committee fails to resolve the issue, the decision taken by the competent authority of the department in the matter would stand. It would then be up to the contractor to either accept it, or to apply for arbitration under the provisions of the contract.

ADDITIONAL CONDITIONS

1.0 QUALITY ASSURANCE/TESTING OF MATERIALS: -

- 1.1.1 With each Running Bill, the details of test carried out shall be submitted by the contractor as per Performa given in the tender document.
- 1.1.2 The Contractor shall at his own risk and cost make all arrangements and shall provide all such facilities including material and labour, the Engineer-in-Charge may require for collecting, preparing, forwarding the required number of samples for testing as per the frequency of test stipulated in the contract specifications or as considered necessary by the Engineer-in-Charge, at such time and to such places, as directed by the Engineer-in-Charge. Nothing extra shall be payable for the above.
- 1.1.3 The Contractor or his authorized representative shall associate in collection, preparation, forwarding and testing of such samples. In case he or his authorized representative is not present or does not associate him, the result of such tests and consequences thereon shall be binding on the Contractor. The Contractor or his authorized representative shall remain in contact with the Engineer-in-Charge or his authorized representative associated for all such operations. No claim of payment or claim of any other kind, whatsoever, shall be entertained from the Contractor.
- 1.1.4 The contractor shall ensure quality construction in a planned and time bound manner. Any sub-standard material / work beyond set out tolerance limit shall be summarily rejected by the Engineer-in-charge & contractor shall be bound to replace / remove such sub-standard / defective work immediately. If any material, even though approved by Engineer-In-Charge is found defective or not conforming to specifications shall be replaced / removed by the contractor at his own risk & cost.
- 1.1.5 The Contractor shall submit, within 15 days after the date of award of work, a detailed and complete method statement for the execution, testing and Quality Assurance, of such items of works, as directed by the Engineer-in-Charge. All the materials to be used in the work, to give the finished work complete in all respects, shall comply with the requirements of the specifications and shall pass all the tests required as per specifications as applicable or such specifications / standards as directed by the Engineer-in-Charge. However, keeping the Quality Assurance in mind, the Contractor shall submit, on request from the Engineer-in-Charge, his own Quality Assurance procedures for basic materials and such items, to be followed during the execution of the work, for approval of the Engineer-in-Charge.

1.2 SAMPLE OF MATERIALS:-

- 1.2.1 All materials and fittings brought by the contractor to the site for use shall conform to the samples approved by the Engineer-in-Charge which shall be preserved till the completion of the work. If a particular brand of material is specified in the item of work in Schedule of Quantity, the same shall be used after getting the same approved from Engineer-in-Charge. Wherever brand / quality of material is not specified in the item of work, the contractor shall submit the samples as per for approval of Engineer-in-Charge. For all other items, ISI Marked materials and fittings shall be used with the approval of Engineer-in-Charge. Wherever ISI Marked material / fittings are not available, the contractor shall submit samples of materials / fittings manufactured by firms of repute conforming to relevant Specifications or IS codes for the approval of Engineer-in-Charge.
- 1.2.2 The Contractor shall procure and provide all the materials from the manufacturers / suppliers as per the list attached with the tender documents, as per the item description and particular specifications for the work. The equivalent brand for any item shall be permitted to be used in the work, only when the specified make is not available. This is, however, subject to documentary evidence produced by the contractor for non-availability of the brand specified and also subject to independent verification by the Engineer-in-Charge. In exceptional cases, where such approval is required, the decision of Engineer-in-Charge as regards equivalent make of the material shall be final and binding on the Contractor. No claim, whatsoever, of any

kind shall be entertained from the Contractor on this account. Nothing extra shall be payable on this account. Also, the material shall be procured only after written approval of the Engineer-in-Charge.

1.2.3 To avoid delay, contractor should submit samples / as stated above well in advance so as to give timely orders for procurement. If any material, even though approved by Engineer-in-Charge is found defective or not conforming to specifications shall be replaced / removed by the contractor at his own risk & cost. Samples including brand / quality of materials and fittings to be used in the work shall be got approved from the Engineer-in-Charge, well in advance of actual execution and shall be preserved till the completion of the work.

1.2.4 BIS marked materials except otherwise specified shall also be subjected to quality test besides testing of other materials as per the specifications described for the item/material. Wherever BIS marked materials are brought to the site of work, the contractor shall, furnish manufacturer's test certificate or test certificate from approved testing laboratory to establish that the material procured by the contractor for incorporation in the work satisfies the provisions of specifications relevant to the material and / or the work done.

BIS marked items (except cement & steel for which separate provisions have been made) required on the work shall be got tested, for only important tests, which govern the quality of the product, as decided by the Engineer-in-Charge. The frequency of such tests (except the mandatory test) shall be 5% of the frequency as specified in BIS. For mandatory test, frequency shall be as specified in the CPWD Specifications.

1.2.5 For certain items, if frequency of tests is neither mentioned in the CPWD Specifications nor BIS, then tests shall be carried out as per directions of Engineer-in-Charge.

2.0 CEMENT & STEEL REINFORCEMENT

2.1 Contractor has to procure Cement and Steel and has to produce manufacturers test certificate and challan for each lot of Cement & Steel Reinforcement procured at site.

2.2 CEMENT:-

2.2.1 The contractor shall procure 43 grade ordinary Portland Cement (OPC) conforming to IS: 269 / Portland Pozzolona Cement (PPC) conforming to IS: 1489 (Part-1) as required in the work from reputed manufacturers of cement as or any other reputed cement manufacture having a production capacity not less than 1 million Ton per annum as approved by ADG(SR-I), CPWD. The cement of approved make as aforesaid in 50 kg. bags bearing manufacturer's name and ISI marking, along with manufacturers test certificate for each lot shall be procured by the contractor. Portland Pozzolona Cement is to be used for RCC works only subject to fulfillment of conditions of circular No. CDO/SE(RR)/Fly ash (MAN) 02 dated 09.04.09. However, if the contractor uses higher grade of cement or uses OPC only nothing extra shall be paid. The use of PPC shall be regulated as per the following conditions stipulated in the circular dated 09.04.2009:-

- a IS:456-2000 Code of Practice for Plain and Reinforced Concrete (as amended up to date) shall be followed in regard to Concrete Mix Portion and its production as under:
 - i) The concrete mix design shall be done as "Design Mix Concrete" as prescribed in clause-9 of IS 456 mentioned above.
 - ii Concrete shall be manufactured in accordance with clause 10 of above mentioned IS:456 covering quality assurance measures both technical and organizational, which shall also necessarily require a qualified Concrete Technologist to be available during manufacture of concrete for certification of quality of concrete.
- b Minimum M25 grade of concrete shall be used in all structural elements of RCC, both in load bearing and framed structure.

- c. The mechanical properties such as modulus of elasticity, tensile strength, creep and shrinkage of fly ash mixed concrete or concrete using fly ash blended cements (PPCs) are not likely to be significantly different and their values are to be taken same as those used for concrete made with OPC.
- d. To control higher rate of carbonation in early ages of concrete both in fly ash admixed as well as PPC based concrete, water/binder ratio shall be kept as low as possible, which shall be closely monitored during concrete manufacture.

If necessitated due to low water/binder ratio, required workability shall be achieved by use of chloride free chemical admixtures conforming to IS:9103. The compatibility of chemical admixtures and super plasticizers with each set OPC, fly ash and /or PPC received from different sources shall be ensured by trials.

- e. In environment subjected to aggressive chloride or sulphate attack in particular, use of fly ash admixed or PPC based concrete is recommended. In case, where structural concrete is exposed to excessive magnesium sulphate, fly ash substitution/content shall be limited to 18% by weight. Special type of cement with low C₃A content may also be alternatively used. Durability criteria like minimum binder content and maximum water/binder ratio also need to be given due consideration in such environment.
- f. Wet curing period shall be enhanced to a minimum of 10 days or its equivalent. In hot & arid regions, the minimum curing period shall be 14 days or its equivalent.
- g. Subject to General Guidelines detailed out as above, PPC manufactured conforming to IS:1489 (Part-I) shall be treated at par with OPC for manufacture of Design Mix Concrete for structural use in RCC.
- h. Till the time, BIS makes it mandatory to print the %age of fly ash on each bag of cement, the certificate from the PPC manufacturer indicating the same shall be insisted upon before allowing use of such cements in works.
- i. While using PPC for structural concrete work, no further admixing of fly ash shall be Permitted.

2.2.2 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. The cement for such testing purpose shall be supplied by the contractor free of charge. In case test results indicate that the cement arranged by the contractor does not conform to the relevant BIS Codes, the same shall stand rejected and shall be removed from the site by the contractor at his own cost within a week's time of written order from the Engineer-in-Charge to do so. The cost of tests shall be borne by the contractor/department in the manner indicated below:

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

2.2.3 OPC & PPC bags shall be stored in separate godowns. Separate godowns for tested cement and fresh cement (under testing) to be constructed by the contractor at his own cost as per sketches given in C.P.W.D Specifications having weather-proof roofs and walls. The size of the cement godown is indicated in the sketches for guidance. The actual size of godown shall be as per site requirements and nothing extra shall be paid for the same. Each godown shall be provided with a single door with two locks. The keys of one lock shall remain with Engineer-in-Charge or his authorized representative of the work and that of other lock with the authorized agent of the contractor at the site of work so that the cement is issued from godown according to the daily requirement with the knowledge of both parties. The account of daily receipt and issue of cement shall be maintained in a register in the prescribed proforma and signed daily by the contractor or his authorized agent and Engineer-in-Charge or his authorized representative in token of its correctness. The day to day receipt and issue accounts of different grade/brand of cement shall be maintained separately in the standard proforma by the contractor or his authorized representative

which shall be duly signed by the authorized representative of the Engineer-in-Charge before issue to the work on day to day basis.

- 2.2.4 The actual issue and consumption of cement on work shall be regulated and proper accounts maintained as provided in the 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 the conditions laid therein.
- 2.2.5 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.
- 2.2.6 Damaged cement shall be removed from site immediately by the contractor on receipt of notice in writing from the Engineer-in-charge. If he does not do so within three days of receipt of such notice, the Engineer-in-charge shall get it removed at the cost of the contractor.
- 2.2.7 In case the contractor brings surplus quantity of cement the same shall be removed from the site after completion of work by the contractor at his own cost after approval of the Engineer-in-Charge.
- 2.2.8 Cement, which is not used within 90 days from its date of manufacture, shall be retested at approved laboratory. Until the results of such tests are found satisfactory, it shall not be used on the work.

2.2.10 Compressive Strength of Cement

The average compressive strength of at least three mortar cubes (area of face 50 cm²) composed of one part of cement, three parts of standard sand (conforming to IS 650:1996) by mass and P/4+3.0 percent (of combined mass of cement plus sand) water, and prepared, stored and tested in the manner described in IS 4031 (Part 6): 1988, shall be as follows:

- a) 72 ± 1 hour not less than 23 MPa
- b) 162 ± 2 hour not less than 33 MPa
- c) 672 ± 4 hour not less than 43 MPa

NOTE: - P is the item of water required to produce a paste of standard consistency (see asbelow)

Consistency of Standard Paste:-

The quantity of water required to produce a paste of standard consistency, to be used for the determination of the water content mortar for the compressive strength tests and for the determination of soundness and setting time, shall be obtained by the method described in IS 4031 (part 4) : 1988.

PARTICULAR SPECIFICATIONS

1. GENERAL

- 1.1 The work shall be carried out as per CPWD Specifications 2009 Vol. I & II with up to date correction slips.
- 1.2 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).
- 1.3 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.
- 1.4 Unless otherwise specified in the schedule of quantities the rates for all items of the work shall be considered as inclusive of pumping out or bailing out water if required for which no extra payment will be made. This will include water encountered from any source, such as rains, floods, and sub-soil water table being high due to any other cause whatsoever.

- 1.5 Unless otherwise specified in the schedule of quantities, particular specifications or CPWD specifications (subject to the order or preference) the rates tendered by the tenderer shall be all inclusive and shall apply to all lifts, all heights and all floor including terrace, leads and depths and nothing extra over and above the schedule of quantity shall be payable on this account.
- 1.6 The work shall be carried out in accordance with the Architectural drawings, structural drawings and approved shop drawings. The structural shop and architectural drawings shall have to be properly correlated before executing the work. In case of any difference noticed between architectural and structural drawings, the contractor shall obtain final decision of the Engineer-in-charge. 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. Nothing extra shall be payable on this account.
- 1.7 Wherever any reference to any Indian Standards 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.
- 1.8 The following additional specifications shall apply:
- 1.8.1 All stone aggregate and stone ballast shall be of hard stone variety and to be obtained from quarries near & around to site of work, approved by the Department of Mines, Govt. of A.P. and as per direction of the Engineer in charge. Aggregate from other than natural resources shall comply with the requirements of IS : 383.
- 1.8.2 Coarse sand should be obtained from sand quarries of nearby rivers, approved by the Department of Mines, Govt. of A.P. and as per direction of the Engineer in charge. Sand to be used for cement concrete work including RCC, mortar for masonry and plaster work shall be of standard quality and screened as required. It shall be clean sand.
In case of non availability of sand, the agency may be permitted at the discretion of Engineer-in Charge to use **crushed stone sand** on their request on production of adequate proof of non availability of the same, provided it confirms to grading and other requirements given in CPWD specifications. The change in sand type or source would require revision of Mix Design of Concrete from the approved laboratories such as Andhra University/ Visakhapatnam or JNTU Kakinada or NCCBM Hyderabad, for which nothing extra shall be paid. In case of use of crushed stone sand, all necessary precautions for CC work, RCC work, masonry work, plaster work and all other related works shall be taken by the agency as per relevant CPWD specifications and BIS codes without any extra cost.
- 1.9 The rates for all items of work shall unless clearly specified otherwise include for all floor levels of building and cost of all operations and all inputs of labour, material, T & P, scaffolding, wastages, watch and ward, other inputs, all incidental charges, all taxes, cess, VAT, duties, levies etc. required for execution of the work.
- 1.10 All crossings, embedment etc. in walls and floors for water supply, drainage and sanitary pipes, fittings etc. shall be provided for individual walls and floors so as to avoid cuttings of masonry work and floors. All such areas shall be made good during finishing and nothing extra shall be payable on these accounts.
- 1.11 Product delivery, storage and handling of chemicals.**
- 1.11.1 The contractor shall construct storage space for Chemicals to ensure that the storage conditions are as recommended by the manufactures.
- 1.11.2 All the materials shall be procured and delivered in sealed containers with labels legible and intact.
- 1.11.3 All the chemicals (polymers, epoxy, water proofing compound, plasticizer, Polysulphide, all exterior and interior paints, polish etc.) shall be procured in convenient packs say 20 litres/Kgs.} Capacity packing

only or as approved by the Engineer-in-Charge, and not in bigger capacity containers, say 200 litre (Kgs.) drums unless otherwise specifically permitted by the Engineer-in-Charge. One sample from each lot of the chemical procured by the contractor shall be tested in a laboratory as approved by the Chief Engineer.

- 1.11.4 All material required for the execution of the work shall be got approved, procured and deposited with the Departmental supervisory staff. The materials shall be kept in joint custody of the contractor and the Department. The watch and ward of such material shall, however, remain to be the responsibility of the contractor and no claim, whatsoever, on this account shall be entertained. Different containers of each chemical shall be serially numbered on packing and also consumed in that order. Day-to-Day account of receipt, issue and balance shall be regulated by the Department and proper account shall be maintained at site of work in the prescribed form as per the standard practice.
- 1.11.5 All the chemicals shall be procured by the contractor directly from the manufacturer. In exceptional circumstances, the contractor may be allowed to procure the materials from the authorized dealers of the manufacturers, if specifically permitted by the Engineer-in-Charge.
- 1.11.6 The original copies of challan / cash memos towards the quantity of various chemicals procured shall be made available by the contractor at the request from the Engineer-in-Charge and a copy of the same shall be kept in record.
- 1.11.7 The Name of manufacturers, manufacturer's product identification, manufacturer's mixing instructions, warning for handling and toxicity and date of manufacturing and shelf life shall be clearly and legibly mentioned on the labels of the each container.
- 1.11.8 The contractor shall submit for the chemicals procured, manufacturer's and / or authorized dealer's certificate regarding supplying and verifying conformance to the material Specifications, as specified.
- 1.11.9 All filled containers shall be handled in safe manner and in a way to avoid breaking container seals
- 1.11.10 Empty containers of the chemicals should not be removed from site till the completion of work and shall be removed only with the written approval of the Engineer-in-Charge.
- 1.11.11 All arrangements for measuring, dosing and mixing of material / chemicals at site have to be made by the contractor.
- 1.11.12 Contractor shall suitably advise his site Engineer and all the workers as regards safe handling of chemicals. Necessary protective and safety equipments in form of hand gloves, goggles etc. shall be provided by the contractor and be also used at site.
- 1.11.13 All incidental charges of any kind including cartage, storage and wastage and safe custody of material etc. shall be borne by the contractor and no claim, whatsoever, shall be Entertained on this account.
- 1.11.14 The chemicals shall be tested in an independent laboratory as approved by the Chief Engineer at the frequency as specified. If required, more samples may have to be tested as per the directions of the Engineer-in-Charge. Nothing extra shall be payable on this account. However, testing charges shall be borne by the department for the samples satisfying the requirements specified in the tender.

2. EARTH WORK:-

2.1 Earth work shall be executed as per CPWD specifications.

- 2.2** Excavation shall be undertaken to the width of footing including necessary margins for construction operation as per drawing or directed otherwise. Where the nature of soil or the depth of the trench and season of the year, do not permit vertical sides, the contractor at his own expense shall put up the necessary shoring, strutting and planking or cut slopes with or without steps, to a safer angle or both with due regard to the safety of personnel and works and to the satisfaction of the Engineer. Measurement of plan area of excavation for payment shall only be permitted.
- 2.3** All the major excavation shall be carried out by mechanical excavator. No extra payment shall be made for that.
- 2.4** The contractor shall make at his own cost all necessary arrangements for maintaining waterlevel, in the area where works are under execution low enough so as not to cause any harm to the works or problems in carrying out with the execution and the rates for all items of work shall be considered as inclusive of pumping out or bailing out water, if required and for which no extra payment shall be made. This will include water coming from any source, such as rains, accumulated rain water, floods, leakages from sewer and water mains subsoil water table being high or due to any other cause whatsoever. The contractor shall make necessary provision of pumping, dredging, bailing out water coming from all above sources and excavation and other works shall be kept free of water by providing suitable system approved by the Engineer-in-Charge.
- 2.5** De-watering required, if any, shall be done conforming to BIS Code IS: 9759 (guide lines for de-watering during construction) and / or as per the specifications approved by the Engineer-in-Charge. Design of an appropriate and suitable dewatering system shall be the Contractor's responsibility. Such scheme shall be modified / augmented as the work proceeds based on fresh information discovered during the progress of work, at no extra cost. At all times during the construction work, efficient drainage of the site shall be carried out by the Contractor and especially during the laying of plain cement concrete, taking levels, etc. The Contractor shall also ensure that there is no danger to the nearby properties and installations on account of such lowering of water table. If needed, suitable precautionary measures shall be taken by the Contractor. Also the scheme of dewatering adopted shall have adequate built in arrangement to serve as stand-by to attend to repair of pumps etc. and disruption of power / fuel supply. Nothing extra shall be payable on this account.
- 2.6** In trenches where surface water is likely to get into cut / trench during monsoons, a ring bund of puddle clay or by any other means shall be formed outside, to the required height, and maintained by the Contractor. Also, suitable steps shall be taken by the Contractor to prevent back flow of pumped water into the trench. Nothing extra shall be payable on this account.

FORM OF BANK GUARANTEE BOND
(For Removal of Defects After Completion)

In consideration of the Registrar, SPAV (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 ₹ _____ (Rupees _____ only) as security/guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement.

1. We _____ (hereinafter referred to as "the Bank) hereby undertake to (indicate the name of the bank) pay to the Government an amount not exceeding ₹ _____ (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 Rs. _____ (Rupees _____ only).

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

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

4 We _____ 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 properly carried out by the said contractor (s) and accordingly discharges this guarantee.

5. We _____ further agree with the Government that the government (indicate name of the bank) 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 (indicate the name of Bank) 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 ₹ _____ (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)

GOVERNMENT OF ANDHRA PRADESH

ABSTRACT

Mines & Minerals – Amendments to Rule 10 of the Andhra Pradesh Minor Mineral Concession Rules, 1966 – Orders – Issued.

INDUSTRIES AND COMMERCE (M.I) DEPARTMENT

G.O.Ms.No:100

Dated: 31.10.2015

Read the following:

1. G.O.Ms.No. 198, Ind. & Com. (M.I) Dept., dt. 13.08.2009.
2. Director of Mines & Geology, Letter No. 7598/P-MR/2014, dated. 09.10.2015.

ORDER:

The following notification will be published in the Extra-Ordinary issue of the Andhra Pradesh Gazette dated. 01.11.2015.

NOTIFICATION

In exercise of the powers conferred by sub-section (1) of section 15 of the Mines & Minerals (Development and Regulation) Act, 1957 (Central Act 67 of 1957), the Governor of Andhra Pradesh hereby makes the following amendments to the Andhra Pradesh Minor Mineral Concession Rules, 1966 issued in G.O.Ms.No. 1172, Industries and Commerce (M.I) Department, dated. 04.09.1967 and subsequently amended from time to time.

AMENDMENTS

In the said rules, Under Rule 10 for Schedules I and II, the following shall be substituted, namely;

“SCHEDULE-I”
RATES OF SEIGNIORAGE FEE

Sl. No.	Name of the Minor Mineral	Unit	Rate of Seigniorage Fee (in Rupees)
1	Building Stone	M3/MT	Rs.75 / 50
2	Rough Stone/Boulders		(Rupees Seventy five / Fifty)
2a	Manufactured Sand		
3	Road Metal & Ballast		
3a	Dimensional Stone used for Kerbs & Cubes	MT	Rs. 110 (Rupees one hundred and ten)
4	Lime kankar/Limestone	MT	Rs. 80 (Rupees Eighty)
5	Lime shell	MT	Rs. 100 (Rupees one hundred)
6	Marble	M3/MT	Rs. 250 / 100 (Rupees Two hundred fifty / one hundred)
7	Mosaic Chips	MT	Rs. 50 (Rupees fifty)
8	Morrum /Gravel & Ord. Earth	M3/MT	Rs. 30/20 (Rupees Thirty / Twenty)
9	Ordinary Sand	MT	Rs. 50 (Rupees fifty)
10	Shingle	M3/MT	Rs. 75/50 (Rupees Seventy five / Fifty)
11	Chalcedony Pebbles	M3/MT	Rs. 75/50 (Rupees Seventy five / Fifty)
12	Fullers Earth/Bentonite	MT	Rs. 150 (Rupees one hundred and fifty)
13	Shale/Slate	MT	Rs. 150 (Rupees one hundred and fifty)
14	Rehmati	M3/MT	Rs. 30/20 (Rupees Thirty / Twenty)
15	Limestone Slabs:		
(i)	Colour	Sq.Mt/MT	Rs. 8/- (Rupees Eight) per Sq.Mt or Rs. 100/- (Rupees Hundred) per MT whichever is higher.
(ii)	White	Sq.Mt/MT	
(iii)	Black	Sq.Mt/MT	
16	Ordinary Clay, Silt and Brick Earth used in the Manufacture of Bricks including Mangalore Tiles	-	Rs. 6000/- (Rupees Six thousand) per kiln per annum for Bricks and Tiles.

SCHEDULE-II
Rate of Dead Rent

Sl. No.	Name of the Minor Mineral	Rate of Dead Rent per hectare per Annum (in Rupees)
1	Black Granite	Rs.1,00,000/- (Rupees one lakh)
2	Colour Granite	Rs.1,00,000/- (Rupees one lakh)
3	Limestone other than classified as major minerals used for lime burning for Building construction purposes, marble, boulders, building stone including stone used for Road Metal, Ballast concrete & other construction purpose, Shale, Slate & Phyllites, Mosaic Chips, Fullers Earth/Bentonite & Dimensional Stone used for Cubes and Kerbs.	Rs.50,000/- (Rupees Fifty thousand)
4	Gravel, Morrums, Ordinary Earth, Shingle, Limestone Slabs used for flooring purpose Limekankar, Chalcedony Pebbles used in the building purpose Lime-shell for burning used for building purpose and Rehmati	Rs.40,000/- (Rupees Forty thousand)

2. This order shall come into force w.e.f. 01.11.2015.

3. This order issued with the concurrence of Finance Department vide their No. 4519/PFS/2015, Dt.12.10.2015.

(BY ORDER AND IN THE NAME OF THE GOVERNOR OF ANDHRA PRADESH)

M. GIRIJA SHANKAR,
SECRETARY TO GOVERNMENT (MINES & FP) (FAC)

To

The Commissioner of Printing, Stationary & Stores Purchase (Ptg. Wing), Hyderabad. (He is requested to publish the above Notification in the Extra-ordinary issue of Andhra Pradesh, and arrange to send 1000 copies of the same to Government in Industries & Commerce (M.I) Department).

The Director of Mines & Geology, Andhra Pradesh, Hyderabad.

The Chief Executive Officer, SERP, Hyderabad.

All the Joint Director / Deputy Director / Asst. Director of Mines & Geology through the Director of Mines & Geology, Hyderabad.

Copy to:

The Secretary to Govt, Ministry of Mines, Gol.

The Law (A) Department.

The Finance Department.

The P.S to Hon'ble Minister for Women Empowerment, Child Welfare and Disabled & Senior Citizens Welfare and Mines & Geology.

The Secretary to Govt., (Mines), CM's office.

SF/SC

//FORWARDED: BY ORDER//

SECTION OFFICER

PART – C

PRICE BID

Tender Inviting Authority: School of Planning and Architecture, Vijayawada

Schedule of items

Name of Work: Construction of Basketball court adjacent to western side of Academic Block at SPA Vijayawada, ITI road, Vijayawada -520008
Size of Basket Ball Court: 32mx16.5m

Contract No: **09/SPAV/ES-SPORTS/2020-21**

NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	Units	RATE Inclusive of all taxes In Figures To be entered by the Bidder in Rs. P	Total Amount inclusive of all Taxes in Rs. P	Total Amount In Words
1	2	3	4	5	6	7
1	Earth work in excavation by mechanical means (Hydraulic excavator) / manual means in foundation trenches or drains (not exceeding 1.5 m in width or 10 sqm on plan), including dressing of sides and ramming of bottoms, lift up to 1.5 m, including getting out the excavated soil and disposal of surplus excavated soil as directed, within a lead of 50 m					
1.01	All kinds of soil	165	Cum	Do not quote the rate here	0.00	INR Zero Only
2	Surface dressing of the ground including removing vegetation and inequalities not exceeding 15 cm deep and disposal of rubbish, lead up to 50 m and lift up to 1.5 m					
2.01	All kinds of soil	528	Sqm	Do not quote the rate here	0.00	INR Zero Only
3	Providing and laying in position cement concrete of specified grade excluding the cost of centering and shuttering - All work up to plinth level					
3.01	1:5:10 (1 cement : 5 fine sand : 10 graded stone aggregate 40 mm nominal size)	55	Cum	Do not quote the rate here	0.00	INR Zero Only
4	Providing and laying in position specified grade of reinforced cement concrete, excluding the cost of centering, shuttering, finishing and reinforcement - All work up to plinth level					
4.01	1:1.5:3 (1 cement : 1.5 coarse sand (zone-III): 3 graded stone aggregate 20 mm nominal size)	68	Cum	Do not quote the rate here	0.00	INR Zero Only
5	Steel reinforcement for R.C.C. work including straightening, cutting, bending, placing in position and binding all complete upto plinth level					
5.01	Thermo-Mechanically Treated bars of grade Fe-500D or more	1500	kg	Do not quote the rate here	0.00	INR Zero Only
6	Centering and shuttering including strutting, propping etc. and removal of form for					

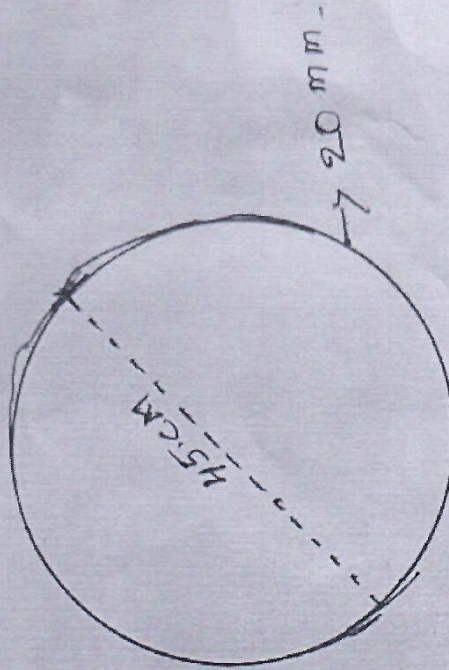
6.01	Columns, Pillars, Piers, Abutments, Posts and Struts	13	Sqm	Do not quote the rate here	0.00	INR Zero Only
7	12 mm cement plaster of mix					
7.01	1:4 (1 cement: 4 fine sand)	10	Sqm	Do not quote the rate here	0.00	INR Zero Only
8	Wall painting with acrylic emulsion paint of approved brand and manufacture to give an even shade for basket ball posts					
8.01	Two or more coats on new work	08	Sqm	Do not quote the rate here	0.00	INR Zero Only
9	Providing vacuum dewatering flooring (Tremix floor) on freshly laid (with in 30 mins of laying) CC BED INCLUDING PROVIDING SIDE SHUTTERING WITH ms channels ,vibrating concrete by using screed vibratos on suction dewatering using approved make equipment and finishing the top surface to required level and grade using power trowels of strand market rate to include for covering the finished concrete surface with 200 micron thick polythene sheet and curing etc	528	Sqm	Do not quote the rate here	0.00	INR Zero Only
10	Supplying, filling and spreading of gravel with required level including consolidation watering etc complete all as directed by Engineer in charge	45	Cum	Do not quote the rate here	0.00	INR Zero Only
11	Compaction of sub grade with power road roller of 8 to 12 tonne capacity all complete as per direction of Engineer-in-charge	530	Sqm	Do not quote the rate here	0.00	INR Zero Only
12	Providing and fixing of basket ball post accessories(1 pair- 2 nos) each no consisting of : 1.Acrylic fiber board= size of 1.80mx1.05 m of 30 mm thickness 2.Board Supporting frame =L angle size of 20mmx30mmx3 mm thickness 3.MS Ring= 0.45 m dia and thickness of ring is 20 mm 4.Acrylic board fixed with Ms Plate size of 200mmx200 mm x3 thick with the supporting 04 nos of Anchor bolts	01	Job	Do not quote the rate here	0.00	INR Zero Only
13	Provision for unforeseen items like tree guards, raising of manholes etc i.e					
13.01	a. Raising of 03 nos sewage manholes, and 02 nos of electrical manholes top levels and the same top levels are matching the basket ball court top level with proper finishing	01	Job	Do not quote the rate here	0.00	INR Zero Only
13.02	b. Providing and fixing 08 nos of tree guards consisting size of MS mesh size of (20mm x20mm box type) with 600 dia width and 2mtr height from ground level complete all as directed by Engineer in charge	01	Job	Do not quote the rate here	0.00	INR Zero Only
13.03	c.Removing of existing basket ball posts -02 nos	01	Job	Do not quote the rate here	0.00	INR Zero Only
13.04	d. Raising of existing drain along with Basket ball court – Drain Top covers consisting MS grating size of 300 mm wide	01	Job	Do not quote the rate here	0.00	INR Zero Only
14	Forming groove for construction joints with uniform size in the top layer of concrete as per approved pattern of panels and finishing the groove complete as per specifications (Pannel size: 4x4 & Groove size;6 mm x20mm)	160	RMT	Do not quote the rate here	0.00	INR Zero Only
15	Filling of Grooves by Poly sulphide chemical sealant complete all as per specifications: Gun Grade – Non Sag (G):Shall be compounds which when properly mixed permit application in joints on inclined or vertical surface without sagging at ambient temp. between 4 Deg. C and 40 Deg. C. A properly mixed compound shall be suitable for satisfactory application for at least 4 hours when maintained at a temperature of 25 Deg.C ± 2 Deg.C and relative humidity of 50% ± 5%. It shall also be suitable for application	160	RMT	Do not quote the rate here	0.00	INR Zero Only

	for atleast 1 hour at temperature of 45 Deg.C. Test method as per Appendix-D of BS 4254.					
16	Painting for Synthetic enamel paint for Basket ball court marking and 2nos of basket ball poles complete all as directed by engineer in charge	01	Job	Do not quote the rate here	0.00	INR Zero Only
Total in Figures					0.00	INR Zero Only
Quoted Rate in Words		INR Zero Only				

All the drawings are placed in Annexure

Annexure (Drawings)

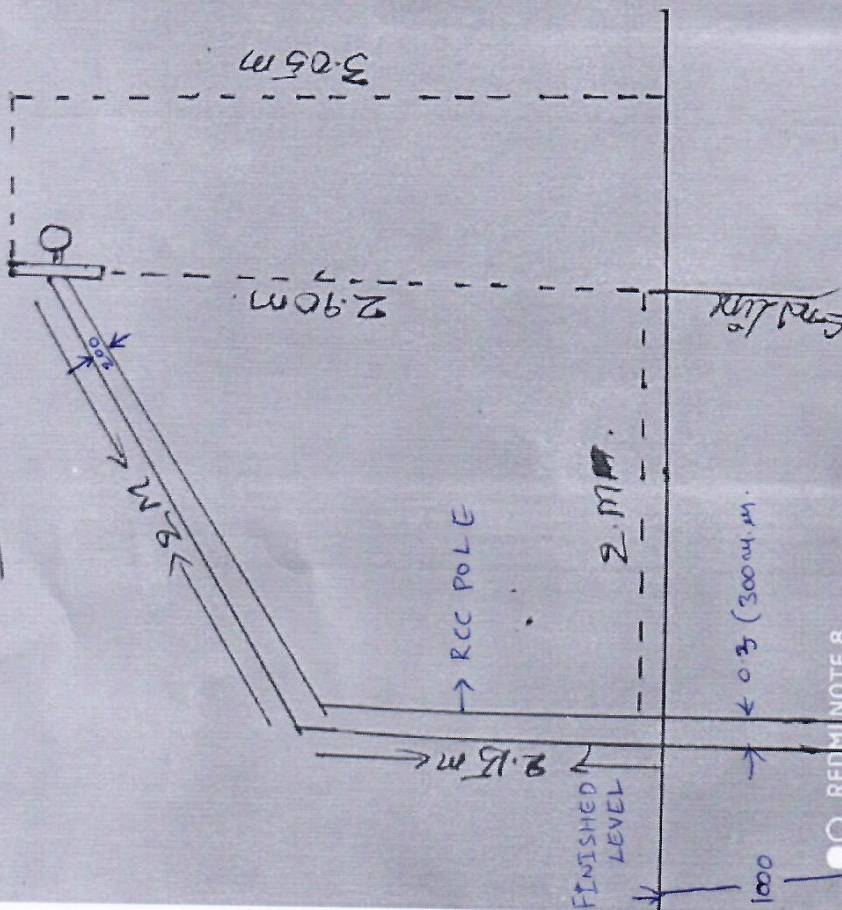
RING:



* - Ring diameter - 45 cm.

* - Thickness of the Ring - 20 mm.

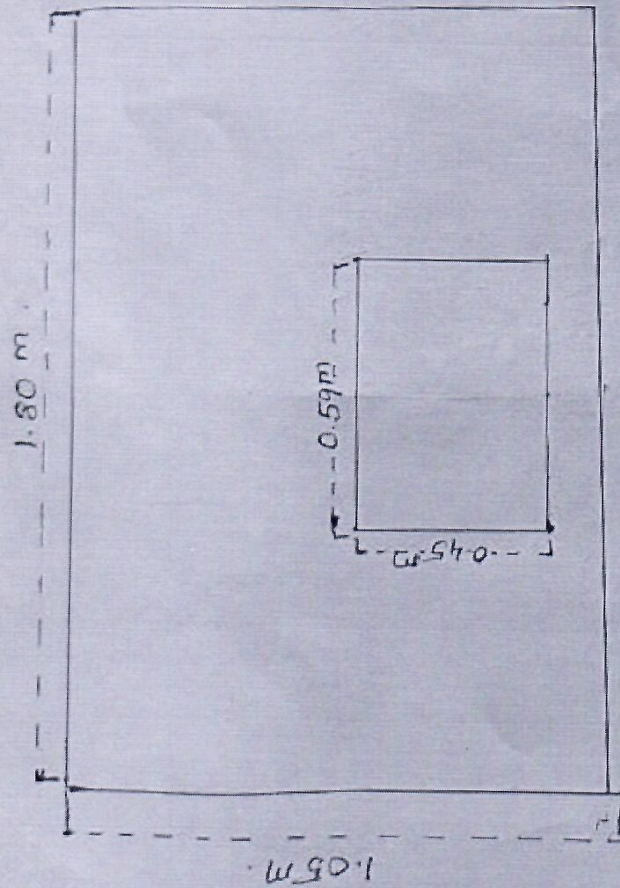
DETAILS OF BASKETBALL POLE



REDMI NOTE 8
AI QUAD CAMERA



BASKETBALL BOARD

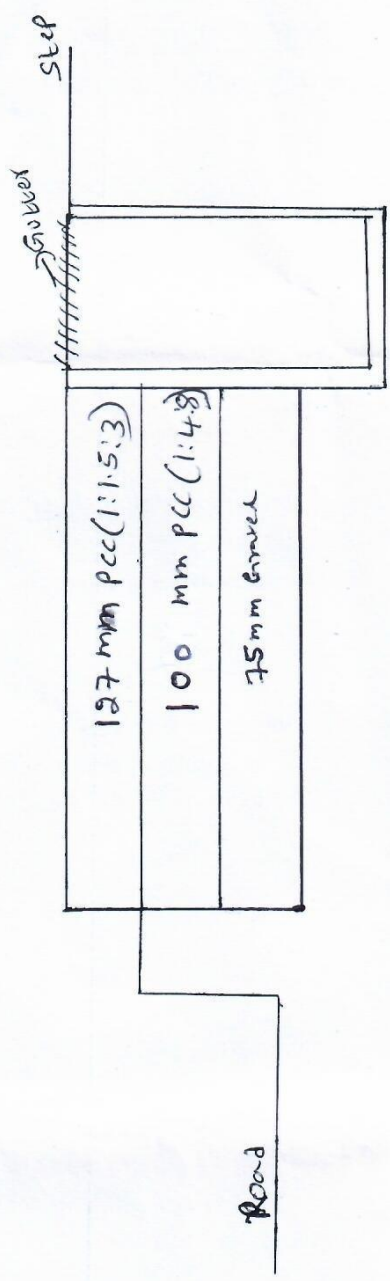


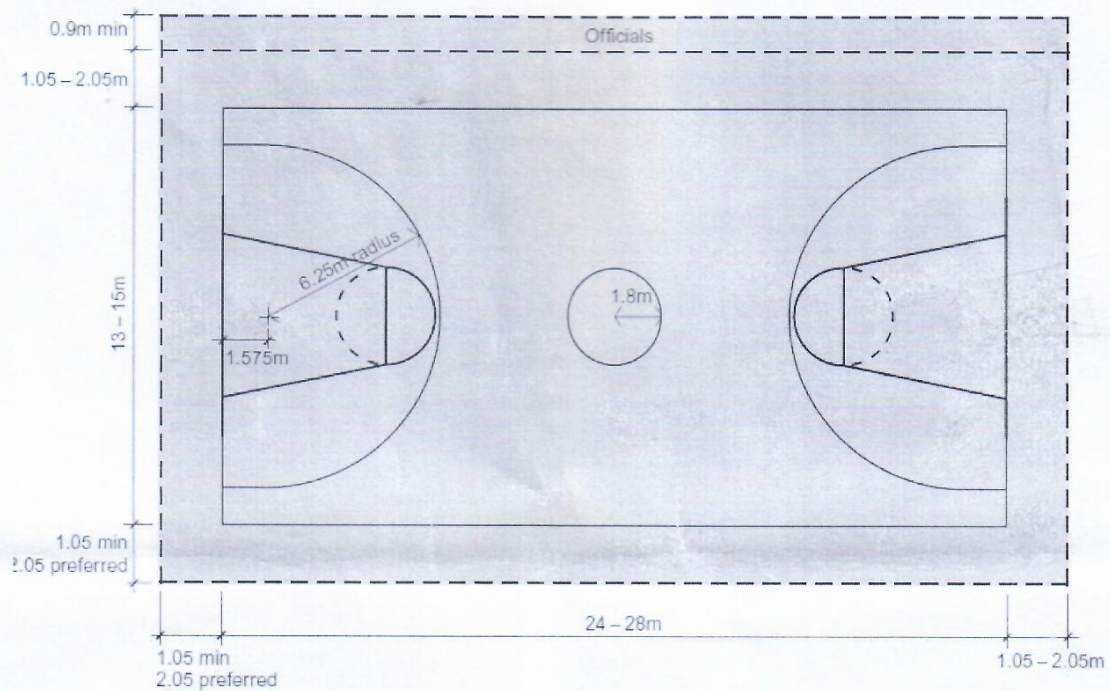
* width of the basketball board - 1.80 m .

* length of the basketball board - 1.05 m .

* thickness of the board. - 3 cm .

* Material - Acrylic fibre - 1st quality - [30 mm thickness].





Dimensions of a basketball court.

	Recreational/ Club	County/ Regional	National/ International
Playing area			
Length	24-28	24-28	28
Width	13-15	13-15	15
Out-of-bounds surround	1.05 min	2.05	2.05 min
Extra one side for officials and team areas	0.9 min	3.0	3.0
Minimum overall space			
Area	R: 20.1 x 12.1 C: 30.1 x 18 to 26.1 x 16	32.1 x 22.1 to 28.1 x 20.1	32 x 22.1
Height	R: 6.7 C: 7.0	7.0	7.0

Basketball space requirements (m).