

# <u>NIT</u>

÷

### 32/EO/SPAV/e-tender/Furniture/2019-20

**Name of work:** Providing and fixing wooden and Steel Furniture for Hostel blocks of SPAV at ITI road, Vijayawada.

NIT Amount: Rs.41,64,000/-



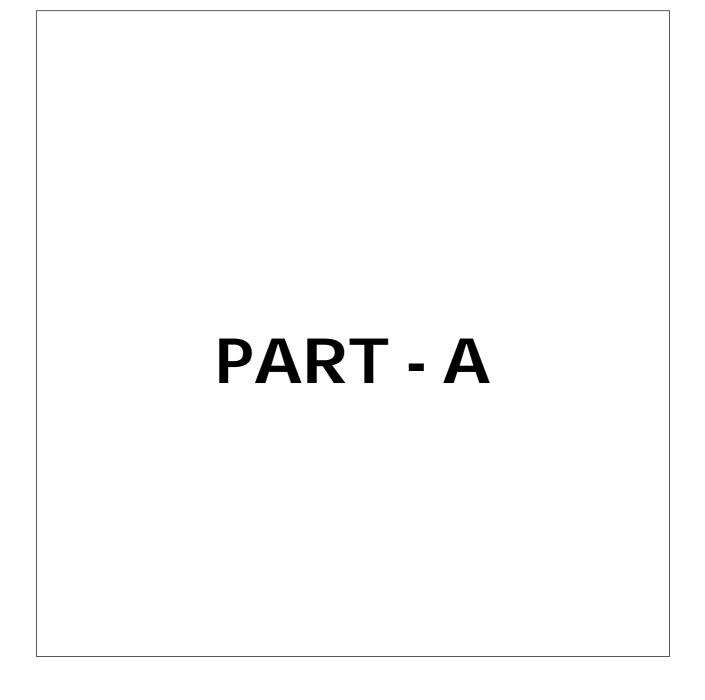
#### <u>NIT</u>

Name of work: Providing and fixing wooden and steel Furniture for Hostel blocks of SPAV at ITI road, Vijayawada

SI.No	Content	Page
1	Part A	
2	Press Notice	05
3	Information and instructions for contractors for e- tendering	06-11
4	CPWD-6 for e-tendering	12-19
5	Brief Particulars of work and Sketches	20
6	FORMS 'E'	21
7	C.P.W.D – 8	22-24
8	Schedules A to F - Civil Component (major)	25-46
9	Form of Earnest Money (Bank Guarantee ) [ Annexure I ]	47
10	Form of Performance Guarantee/Bank Guarantee Bond [ Annexure II and III]	48-51
11	Integrity Pact and Integrity Agreement	52-59
1	PART-B	
2	INDEX	
3	Special conditions	63-86
4	Special Conditions for Green Building	87
5	Particular Specifications (Civil component)	95-100
6	General Specifications of Furniture	101
7	Special Conditions for Furniture	102-103
8	Guarantee Bonds.	104-105
9	List of preffered brand/ Manufactureer/Make (Civil & Furniture)	106-109
10	Format for price Bid.	110-112

Certified that this N.I.T contains 1 to 111 pages only







योजना तथा वास्तुकला विद्यालय, विजयवाडा

School of Planning and Architecture, Vijayawada An Institute of National Importance, MoHRD, Govt. of India

#### School of Planning and Arhcitecture, Vijayawada NOTICE INVITING E-TENDERS

The Registrar, School of Planning and Architecture, Vijayawada invites on behalf of President of India online <u>Item rate</u> bids in open bid system for the following work:- Providing and fixing Furniture for Hostel blocks of SPAV at ITI road, Vijayawada from the eligible reputed contractors /firms having experience in similar works in any Central/ State Govt./ Semi. Govt./Public Sector Undertaking/ Autonomous Body/ Private Body/ Reputed Corporates/ Educational Institutes

#### NIT No. 32/EO/SPAV/HFur/2019-20

**Estimated Cost Put to Tender: Rs. 41,64, 000/-; Period of completion: 45 days;** Last time and date of submission of bid: **Up to 15:00 Hours on 22.03.2020.** The bid forms and other details can be obtained from the website <u>http://etender.gov.in/eprocure/app</u> and <u>www.spav.ac.in.</u>



# योजना तथा वास्तुकला विद्यालय, विजयवाडा

School of Planning and Architecture, Vijayawada

#### An Institute of National Importance, MoHRD, Govt. of India

#### **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 Registrar, School of Planning and Architecture, Vijayawada invites on behalf of President of India online <u>Item rate</u> bids in open bid system for the following work:- Providing and fixing Furniture for Hostel blocks of SPAV at ITI road, Vijayawada the eligible reputed contractors /firms having experience in similar works in any Central/ State Govt./ Semi. Govt./Public Sector Undertaking/ Autonomous Body/ Private Body/ Reputed Corporates/ Educational Institutes

SI.	<b>_</b>	
No.	Description	Details
1	NIT No.	NIT No. 32/EO/SPAV/HFur/2019- 20
2	Name of work and Location	Providing and fixing Furniture for Hostel blocks of SPAV at ITI road, Vijayawada.
3	Estimated Cost Put to Tender (Composite)	□ Rs. 41,64,000/-;
4	Earnest Money (EMD)	□ Rs.83,280/-
5	Tender Fee	□ 500/-
6	Period of Completion	45 days.
7	Publishing Date	02.03.2020 from 10.00 Hrs
8	Bid Submission Start date and Time	09.03.2020 from 10.00 Hrs
9	Bid Submission End date and Time	Up to 15.00 Hours on 23.03.2020.
10	Last time & date for Submission of Hard Copies in Original of Tender Fee and EMD with SPAV at Registrars office,Sy no 4/4,ITI Road,Vijayawada 520008,Andhra Pradesh,India.	
11	Time & date of online opening of Technical Bids	Up to 15.30 Hours on 25.03.2020.
12	Time & date of opening of Online Financial Bids	Will be intimated online in CPPP



- 1. The intending bidder must read the terms and conditions of **CPWD-6** carefully. He should only submit his bid if he considers himself eligible and he is in possession of all the documents required.
- 2. Information and Instructions for bidders posted on website shall form part of bid document.
- 3. The bid document consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen and downloaded from website 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 <u>https://eprocure.gov.in/eprocure/app</u> 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 Envelope 1 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.



योजना तथा वास्तुकला विद्यालय, विजयवाडा School of Planning and Architecture, Vijayawada

All the documents viz. Earnest Money Deposit and Tender Fee, as hereinafter directed are to be kept in a single sealed cover super-scribed with Tender Number, Due date, and the words **Providing and fixing Furniture for Hostel blocks of SPAV at ITI road**, **Vijayawada**.

#### " NOT TO BE OPENED BEFORE TIME".

The cover 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 initialed 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:

- i. Earnest Money of **□83,280/-** (Rupees Eighty Three thousand Two eighty only)and Tender fee of **□** 500/- should be submitted along with the Tender by way of A Demand Draft (only of Nationalized Bank) in favour of **School of Planning and Architecture Vijayawada**, payable at Vijayawada, A.P.
- İİ.

Bids without requisite Earnest Money and tender 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/bid security/tender fee. To claim the exemption, the bidders must be offering/providing 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/bid security will be discharged upon the Bidder accepting the job award letter and furnishing the Performance Guarantee.
- iv. The EMD/bid security may be forfeited:
- ۷.
- 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
- 4. 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 BID Tender Document/documentation fees of (□500/-) in the shape of Bank Draft. Earnest Money Deposit (EMD)
- 2. Bidding document duly signed and stamped on all pages by the authorized signatory thereby accepting all terms and conditions.
- 3. Bidder's Minimum Eligibility Criteria along with the documentary proof of work order and corresponding work completion certificates/Experience certificates on clients letter head with details like value of work, period of completion etc.

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. 17 lakhs

or

c) Two similar works each costing not less than Rs.25 lakhs

or

- d) One similar work costing not less than Rs.34 lakhs.
- 4. Documents related to, firm registration certificate, GST,ESI, EPF as applicable.. The agency has to Submit declaration on letter head for non requirement of ESI, PF, trade license or any other document. (Enclose copy).
- 5. ITR filed and approved by the Income Tax department as well as the audited & certified Balance Sheet for the assessment year 2015-16, 2016-17, and 2017-18).
- 6. Agency should not be blacklisted as per the proforma in Form E of the tender document.(An affidavit to this effect is required to be submitted).
- 7. Samples are available in SPAV, Vijayawada and the bidders shall visit the samples and take acknowledgement taken from SPAV, Registrar office and submit the declaration in their letter head stating that the samples are seen and the acknowledgement of the visit of samples given by SPAV to be uploaded in CPPP. If already visited, the old declaration with SPAV acknowledgement can be uploaded.
- 8. Document of Original Manufacturer of Furniture (On original Manufacturers Letter Head i.e Self declaration as OEM) or its authorized dealer (On original Furniture Manufacturers Letter Head) of preferred makes as per tender document.
- 9. 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.
 Note: 1. All affidavits shall be made in current date after the date of invitation of tender.

IOTE: 1. All affidavits shall be made in current date after the date of invitation of tender.

2. Affidavits shall be furnished on a "non-Judicial" Stamp paper worth Rs. 100/- otherwise the tender shall be rejected.



### योजना तथा वास्तुकला विद्यालय, विजयवाडा School of Planning and Architecture, Vijayawada

An Institute of National Importance, MoHRD, Govt. of India

#### Commercial BID shall be uploaded as per Schedule-1 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.

- 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.
- 7. The successful tenderer shall be required to submit a **Performance Guarantee of 5%** (Five Percent) of the agreement amount within **10** days of issue of letter of intent. This period can
- 8. Be further extended by Engineer-in-Charge up to a maximum period of 4 days on the written request of the contractor.
- 9. 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.
- 10. The Department 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 may bids are received satisfying the laid down criteria.
- 11. 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 successful tenderer shall be required to submit a Performance Guarantee of 5% (Five Percent) of the agreement amount within 10 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.
- 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 Subject work is targeted for compliance with 3 Star GRIHA rating. In order to achieve these ratings, a high degree of responsibility and cooperation is necessary from the contractors. All materials and systems used in the project are intended to maximize energy efficiency for operation of Project throughout service life (substantial completion to ultimate disposition reuse, recycling, or demolition) with an emphasis on top **quality Materials** and systems are to maximize environmentally-benign construction techniques, including construction waste recycle, reusable delivery packaging, and reusability of selected materials. All vendors / contractors must adhere to best practices related to Green Buildings. Other than the general guidelines outlined here, all vendors/contractors will be furnished with a supplementary set of guidelines more specific to their nature of service/product. Nothing extra shall be paid for the same, unless specifically provided in any item.
- 4. a) The Department 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 may bids are received satisfying the laid down criteria.
- 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.



योजना तथा वास्तुकला विद्यालय, विजयवाडा School of Planning and Architecture, Vijayawada

#### **CPWD-6 for e-Tendering**

**Online Item rate** bids are invited on behalf of President of India from approved and eligible contractors the eligible reputed contractors /firms having experience in similar works in any Central/ State Govt./ Semi. Govt./Public Sector Undertaking/ Autonomous Body/ Private Body/ Reputed Corporates/ Educational Institutes in open bid system for the work of: -

**Name of work:** Providing and fixing Furniture for Hostel blocks of SPAV at ITI road, Vijayawada.

The work is Estimated to Cost **Rs.41,64,000/-**This estimate, however, is given merely as a rough guide.

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

The agency may execute work as per the criteria given below.



- **Note: 1)** The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum calculated from the date of completion to last date of submission of tender. For other conditions, refer special conditions specified in Part C.
- () The applicant shall either himself meet the eligibility conditions for the respective E&M packages or otherwise, he will have to associate an agency meeting the eligibility requirements as given in this tender document and submit the details as per Form "G" given in Part C of this tender document within 30 days of award of work OR before start of minor component of work whichever is earlier.

The applicant/ main contractor has to submit consent letters as per **Form** "H", given in Part C of this tender document from at least one eligible associate agency of the respective component of E&M work for each of the component of E & M works by clearly indicating the component of work within 30 days of award of work OR before start of minor component of work whichever is earlier.

The main contractor will submit MOU signed with eligible associated contractor. The MOU in the enclosed Form "I" shall be signed by both contractors, Main contractor as 1<sup>st</sup> party and associated contractor as 2<sup>nd</sup> party, independently for IEI & Fans, Pump sets and Street lighting, DG set, Manual Fire Alarm System & Fire Extinguishers, Fire fighting with Wet Riser System, Lifts and Substation Equipment, specified as above.

If the main contractor fails to associate agency for execution of minor components of work within 30 days of award of work OR before start of minor component of work whichever is earlier or furnishes incomplete details or furnishes details of ineligible agencies even after the tenderer is given due opportunity, the entire scope of such component of work shall be withdrawn from the tender and the same shall be got executed by the Engineer-in –Charge at the risk and cost of the main contractor.

- (ii) Verifiable completion certificates of the work, registration/approval documents as the case may be, duly attested by the applicant shall be submitted within 30 days of award of work OR before start of minor component of work whichever is earlier. Valid Electrical license, as the case may be, duly attested by the applicant shall also be submitted within 30 days of award of work OR before start of minor component of workwhichever is earlier
- (iii) Self attested GST registration documents in respect of the associated agencies shall be submitted within 30 days of award of work OR before start of minor component of work whichever is earlier.
  - 1) 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



### योजना तथा वास्तुकला विद्यालय, विजयवाडा School of Planning and Architecture, Vijayawada

An Institute of National Importance, MoHRD, Govt. of India

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.

- 2) 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.
- 3) (i) The site for the work is available.

(ii) The Architectural and structural drawings shall be shall be prepared by Agencies by inspecting the samples and specifications laid in the BOQ.

The standard publications like General Conditions of Contract, Delhi schedule of rates 2016 (for civil and electrical), Specifications for Civil and Electrical works and Delhi analysis of rates 2016 (for civil) and Delhi analysis of rates 2016 (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. or www.eprocure.gov.in

- 4) After submission of the bid the contractor can re-submit revised bid any number of times but before last time and date of submission of bid as notified.
- 5) While submitting the revised bid, contractor can revise the consolidated Item rate any number of times (he need not re-enter Item rate of all the schedules or sub heads) but before last time and date of submission of bid as notified.

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



योजना तथा वास्तुकला विद्यालय, विजयवाडा School of Planning and Architecture, Vijayawada

#### 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 SPAV if there is no exemption for the bidder.

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

iv) If any discrepancy is noticed between the documents as uploaded at the time of submission of bid and hard copies as submitted *physically by the lowest bidder* in the office of bid opening authority.

In case of any discrepancy is noticed between the documents as uploaded at the time of submission of the bid online and hard copies as submitted physically in the office of Executive Engineer, then the bid submitted shall become invalid and 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 tenderer shall not be allowed to participate in the retendering process of the work.

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

The contractor whose bid is accepted will be required to furnish **performance guarantee** of 5% (Five Percent) of the bid amount within the period specified in Schedule F. This guarantee shall be in the form of cash (in case guarantee amount is less than Rs. 10,000/-) or Deposit at Call receipt of any scheduled bank/Banker's cheque of any scheduled bank/Demand Draft of any scheduled bank/ Pay order of any Scheduled Bank of any scheduled bank (in case guarantee amount is less than Rs. 1,00,000/-) or Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the prescribed form. In case the contractor fails to deposit the said performance guarantee within the period as indicated in Schedule 'F', including the extended period if any, the Earnest Money deposited by the contractor shall be forfeited automatically without any notice to the contractor. The earnest money deposited along with bid shall be returned after receiving the aforesaid performance guarantee.

The contractor whose bid is accepted will also be required to furnish either copy of applicable licenses/registrations or proof of applying for obtaining labour licenses, registration with EPFO, ESIC and BOCW Welfare Board including Provident Fund Code No. if applicable and also ensure the compliance of aforesaid provisions by the sub contractors, if any engaged by the contractor for the said work and Programme Chart (Time and Progress) within the period specified in Schedule F.



- 6) Site of SPAV, Vijayawada, AP. etc. will be made available on "as is where is" basis.
- 7) 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 subsoil (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.
- 8) The competent authority on behalf of the President of India does not bind itself to accept the lowest or any other bid and reserves to itself the authority to reject any or all the bids received without the assignment of any reason. All bids in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the bidders shall be summarily rejected.
- **9)** 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.
- **10)** The competent authority on behalf of President of India reserves to himself the right of accepting the whole or any part of the bid and the bidders shall be bound to perform the same at the rate quoted.
- 11) The contractor shall not be permitted to bid for works in the CPWD Circle (Division in case of contractors of Horticulture/Nursery category) responsible for award and execution of contracts, in which his near relative is posted a Divisional Accountant or as an officer in any capacity between the grades of Superintending Engineer and Junior Engineer (both inclusive). He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any Gazetted officer in the Central Public Works Department or in

the Ministry of Urban Development. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of this Department.

12) 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



### योजना तथा वास्तुकला विद्यालय, विजयवाडा School of Planning and Architecture, Vijayawada

An Institute of National Importance, MoHRD, Govt. of India

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.

# 13) The bid for the work shall remain open for acceptance for a period of <u>Ninety (90) days</u> 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.

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 7 days from the stipulated date of start of the work, sign the contract consisting of:-

(a) The Notice Inviting Bid, all the documents including additional conditions, specifications and drawings, if any, forming part of the bid as uploaded at the time of invitation of bid and the rates quoted online at the time of submission of bid and acceptance thereof together with any correspondence leading thereto.

(b) Standard C.P.W.D. Form 7 or other Standard C.P.W.D. Form as applicable.

#### 15) For Composite Bids

The Executive Engineer in charge of the major component will call bids for the Composite work. The cost of bid document and Earnest Money will be fixed with respect to the combined estimated cost put to tender for the Composite bid.

The bid document will include following four components:

- **Part A:-** CPWD-6, CPWD-7 including schedule A to F for the major component (Civil) of the work, Standard General Conditions of Contract for CPWD 2014 as amended/modified up to last date of submission of tender.
- **Part B:-**Special conditions, particular specifications and list of preferred makes applicable to major component (Civil) of the work.
- Part C:-Schedule A to F for minor component (E&M) of the work, special & additional conditions and list of preferred makes applicable to minor component(s) of the work. (SE/EE in charge of major component shall also be competent authority under clause 2 and clause 5 as mentioned in schedule A to F for major components).
- Part D:-Schedule of quantities for Civil, and E&M works.



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

The tenderer shall quote rates for all Items on the designated place, which shall be applicable for wooded and steel Furniture components. The lowest of the total rates quoted for the two items in the BOQ shall be considered as L1 bidders.

After acceptance of the bid by competent authority, the in charge of major component of the work shall issue letter of award on behalf of the President of India. After the work is awarded, the main contractor will have to enter into one agreement with in charge of major component and has also to sign two or more copies of agreement depending upon number of DDH in charge of minor components. One such signed set of agreement shall be handed over to DDH in charge of minor component(s). Incharge of major component will operate **Part A** and **Part B & D** of the agreement. Incharge/DDH in charge of minor component(s) shall operate **Part C & D** along with **Part A** of the agreement.

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

Security Deposit will be worked out separately for each component corresponding to the estimated cost of the respective component of works. The Earnest Money will be returned after receiving the performance guarantee.

The main contractor has to enter into **MoU in Form 'I**' with his associate agency(s) for minor component(s) conforming to eligibility criteria as defined in the bid document and has to submit details such agency(s) to Engineer-in-charge of minor component(s) within prescribed time. Name of the agency(s) to be associated shall be approved by Engineer-in-charge of minor component(s).

If the main contractor fails to associate agency/agencies for execution of minor components of work within prescribed time or furnishes incomplete details or furnishes details of ineligible agencies even after the tenderer is given due opportunity, the entire scope of such component of works shall be withdrawn from the tender and the same shall be got executed by the Engineer-in-Charge at the risk and cost of the main contractor.

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

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

Running payment for the major component shall be made by EE of major discipline to the main contractor. Running payment for minor components shall be made by the



Engineering- charge of the discipline of minor component directly to the main contractor.

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

- 20.1.12A) The Composite work shall be treated as complete when all the components of the work are complete. The completion certificate of the Composite work shall be recorded by Engineer-in-charge of major component in consultation with the Engineer-in-charge of the Minor Component after record of completion certificate of all other components.
- 20.1.12B) Final bill of whole work shall be finalized and paid by the EE of major component. Engineer(s) in charge of minor component(s) will prepare and pass the final bill for their component of work and pass on the same to the EE of major component for including in the final bill for Composite contract.

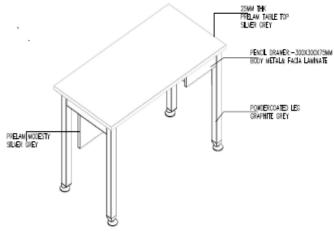
C) It will be obligatory on the part of the tenderer to sign the tender documents for all components before the first payment is released.

Registrar, Vijayawada. (For & on behalf of President of India)



#### **TENTATIVE FURNITURE IMAGES**

Item No.	Item	Picture
01	Cot	
31	Study Table	



Studytable



#### (FORM-E)

#### PROFORMA OF AFFIDAVIT FOR NON - BLACK LISTING

I/we undertake and confirm that our firm/partnership firm has not been blacklisted by any state/Central Departments/PSUs/Autonomous bodies during the last 7 years of its operations. Further that, if such information comes to the notice of the department then I/we shall be debarred for bidding in SPAV in future forever. Also, if such an information comes to the notice of department on any day before date of start of work, the Engineer-incharge/Registrar shall be free to cancel the agreement and to forfeit the entire amount of Earnest Money Deposit/Performance Guarantee (Scanned copy of this notarized affidavit to be uploaded at the time of submission of bid in CPPP)

> Signature of Bidder(s) or an authorized Officer of the firm with stamp

Signature of Notary with seal

Note:

- 1. The affidavit shall be made in current date after the date of invitation of the tender.
- 2. Affidavit shall be furnished on a 'Non-Judicial' stamp paper worth Rs.100/otherwise the tender shall be rejected.



### <u>C.P.W.D - 8</u>

#### School of Planning And Architecture, Vijayawada

STATE : Andhra Pradesh

#### **ITEM RATE TENDER & CONTRACT FOR WORKS**

Tender for the work of - Providing and fixing Furniture for Hostel blocks of SPAV at ITI road, Vijayawada. To be uploaded online by <u>15:00 hours on</u> 22.03.2020 through website <u>http://etender.gov.in/eprocure/app</u>

- (i) To be opened in presence of tenderers who may be present at <u>15:30\_hours on</u> 24.03.2020 in the office of <u>Registrar</u>, <u>SPAV</u>, <u>Vijayawada</u>.
- (iii) Issued to.....\*\*

(Contractor)
Signature of Officer issuing the documents......\*\*
Designation:.....\*\*
Date of issue: \_\_\_\_\_\_\*\*

\*\*Not applicable for e- tendering



#### <u>TENDER</u>

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

I/ We hereby tender for the execution of the work specified for the President of India within the time specified in Schedule 'F', viz., schedule of quantities and in accordance in all 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 Ninety (90) days from the date of opening of bid.

A sum of **Rs. 41,64,000/-**; is hereby forwarded in the form of treasury challan/Demad 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 DD/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 President of India or his successors, in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Further, if I/We fail to commence work as specified, I/ We agree that President of India or the successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said 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 therefrom 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:



#### ACCEPTANCE

The above tender (as modified by you as provaccepted by me for and on behalf of the Presides	dent of India for a sum of
The letters referred to below shall form part o	f this contract Agreement:-
(a)	
(b)	
(c)(c)	
F	For & on behalf of President of India

Signatures: .....

Dated: \*\*\*

Designation : \*



#### PROFORMA OF SCHEDULES A to F

#### (CIVIL COMPONENT)

#### SCHEDULE 'A'

Schedule of Quantities: pages from 110-111

Estimated Cost Put to Tender (Composite) : Rs. 41,64,000/-;

#### SCHEDULE 'B'

Schedule of materials to be issued to the contractor--

	5. No. Descriptiono	f Item Qu	iantity	Rates in figures & word at which the mater will be charged	
	То	the contractor		-	
1	2	3	4	5	
			-NIL-		

#### SCHEDULE 'C'

Tools and plants to be hired to the contractor--

SI. No.	Description	Hire charges per day Place of Issue		Hire charges per day Place of Issue	
1	2	3	4		
		-N I L-			
<u>SCHEDUI</u>	<u>LE 'D'</u>				

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

- a. Special Conditions : Pages from 87
- **b.** Particular specifications : Pages from 101
- c. Guarantee Bonds : Pages from 104-105



#### 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:** Providing and fixing Furniture for Hostel blocks of SPAV at ITI road, Vijayawada.

Estimated Cost Put to Tender (: Rs. 41,64,000/-

(i) Earnest money	: <b>Rs. Rs.83,280/-</b> To be returned after receiving Performance Guarantee).
<ul><li>(ii) Performance Guarantee</li><li>(iii) Security Deposit</li></ul>	: 5% of tendered/accepted value. : 2.5%of tendered / accepted value.
SCHEDULE 'F'- General Rules & Direction Officer inviting tender:	ons: <b>Registrar, SPAV</b> , Vijayawada.

Maximum percentage for quantity of items of work to be executed beyond which rates are to be determined in accordance with Clauses 12.2 & 12.3 : See below under Clause 12.

#### Definitions

2(v)	Engineer-in-Charge		Assistant Engineer, SPAV, Vijayawada or successor thereof
2(viii)	Accepting Authority	:	Director, SPA, Vijayawada.
2(x)	Percentage on cost of materials and labour to cover all overheads and profits.	:	15%
2(xi)	Standard schedule of Rates	:	Delhi Schedule of Rates 2016with up to date correction slips + Effective Cost Index as on 01-04-2018.
2(xii)	Department	:	Central Public Works Department.
9(ii)	Standard CPWD contract Form GCC 2014, CPWD-7 as modified & corrected up to	:	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.	10 days.
<ul> <li>(ii) Maximum allowable extension with late fee : at 0.1% per day of performance Guarantee amount beyond the period as provided in</li> <li>(i) above</li> </ul>	4 days.
Clause 2 Authority for fixing compensation under clause-2. :	Registrar, SPA, Vijayawada or successor thereof.
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	14 days

### Schedule of handing over of site

Part	Portion of site	Description	Time Period for handing over reckoned from date of issue of letter of intent
Part A	Portion without any hindrance	Full site is hindrance free	14Days

	CIVIL COMPONENT			
SI. No.	Milestone Programme	Time Allowed Cumulati ve(from date of start)	Amount to be withheld in case of non-achievement of milestone	
<mark>1</mark>	For submitting samples and approval of furniture items.	<mark>30</mark>	0.5 % of total tendered amount of Civil work component	
<mark>3</mark>	Delivery of furniture at site	<mark>40</mark>	<b>0.75%</b> of total tendered amount of Civil work component	
<mark>4</mark>	Completing all works including testing, clearing the site and Handing over.	45 days	<b>1.5%</b> of total tendered amount of Civil work component	
Time	Time Period allowed for execution of Work: - 45days.			

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

Withheld amount shall be released if and when subsequent milestone is achieved within respective time specified. The main contractor will ensure that electrical components of the work are executed in time without giving any chance for slippage of milestone an account of delay in execution of associated electrical works by him. However, in case milestones are not achieved by the contractor for the work, the amount shown against milestone shall be withheld by the Engineer-In-Charge of the respective components.

Note 1: Intending tenderer may submit phasing of activities / milestones on the basis of their resources and methodology at the time of tendering corresponding to physical milestones / stages indicated in the above table. These shall be formed part of the agreement after approval of the accepting authority.

Note 2:Samples of all the materials shall be got it approved by the Engineer in charge before procurement of full quantity required for work and the necessary purchase orders may be placed well in advance keeping the target period of mile stones.

Note 3: Floor-1 level is plinth level, Floor-2 level is ground floor roof level and Floor-3 level is First floor roof level.

Note 4: In addition to withheld amount mentioned in mile stones, penalty will be imposed

@ Rs.2000/- per day for non-procurement of required & sufficient quantity of Centring& shuttering as decided by the Engineer-in-charge.

Authority to decide:			
i)	Extension of Time	:	Registrar,SPA <b>Vijayawada.</b> or successor thereof.

ii)	Rescheduling of Mile stones	:	Registrar,SPA <b>Vijayawada.</b> or successor thereof.	
iii)	Shifting the date of start in case of delay in handing over of site	:	Registrar,SPA <b>Vijayawada.</b> or successor thereof.	
<b>Clause 6, 6A</b> Clause applicable- 6 or 6A		:	6A Applicable. (Electronic measurement book are introduced. The contractor shall comply with the same as per the direction of Engineer-in-charge.	
Clause 7 Gross work to be done together with net Payment/adjustment of advances for material collected, if any since the last such payment for being eligible to interim payment		:	22 lakhs.	
	ise 7A hther clause 7A shall be applicable:	:	Yes.	
List	ise 10A of testing equipments to be provided ne contractor at site lab.	:	NIL	
Clause 10B(i) Whether Clause 10B (i) shall be applicable.		:	Applicable.	
	ise 10B(ii) ither Clause 10B (ii) shall be applicable.	:	Not Applicable.	
Com	ise 10C iponent of Labour expressed as percent alue of work.	:	Applicable (5% for Furnture )	

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.	:	Less than 90 days. <b>Hence</b> , <b>Not Applicable</b> .
Schedule of component of the materials, labour etc. for price escalation- i) Component of civil (except materials covered under clause 10CA) construction value of work ii) Component of Labour- Expressed as percent of total value of work	:	Xm = 50% Y = 25%

Clause 11 Specifications to be followed for execution of work Clause 12 Type of work 12.2& 12.3	:	CPWD Specifications 2009 Vol- I & II with up to date correction slips. Original work. 30% (Thirty percent)
Deviation limit beyond which clauses 12.2& 12.3 shall apply.		
<b>12.5</b> 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)
iii) Deviation limit for items mentioned in earth work sub head of DSR and related items of Horticulture works.	:	100% (One Hundred percent)
Clause 16 Competent authority for deciding the reduced rates		Director SPA, Vijayawada or
		successor thereof.
<b>Clause 18</b> List of mandatory machinery, tools & plants to be deployed by the contractor at site	:	T&P and machinery required as per Table-2 of Part -B and 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 receipt of request from the agency along with relevant supporting documents.

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

FOR TOTAL CLAIMS UPTO 25 LAKHS							
Name of the Office	Chairman	Member-I	Member-II	Presenting Officer			
Registrar,	Director	Dean P& D or	HOD	HOD Planning			
SPAVijayawada	or successor	successor	Architecture	Dept,SPA			
or successor	thereof.	thereof.	Dept,SPA	Vijayawada or			
			Vijayawada or	successor thereof			
			successor thereof.				
FOR TOTAL CLAIMS MORE THAN 25 LAKHS							
Name of the Office	Chairman	Member-I	Member-II	Presenting Officer			

Registrar,	Director	Dean P& D or	HOD	HOD Planning
SPAVijayawada	or successor	successor	Architecture	Dept,SPA
or successor	thereof.	thereof.	Dept,SPA	Vijayawada or
			Vijayawada or	successor thereof
			successor thereof.	

# Place of Arbitration: To be decided by Arbitral Tribunal in consultation with both parties Failing any such agreement, then the Arbitral Tribunal shall decide the Venue.

For Major & Minor Compone nts: S No	Qualification	ment of	Minimum experience (Years)	Designation of Technical staff	Rate at which recovery shall be made from the contractor in the event of not fulfilling
2	Graduate Engineer Or Diploma Engineer.	1 (1 Civil)	2 years Or 5 years respectively	Project/site Engineer.	provision of clause 36(i) Rs. 15,000/- per month per person.

#### Clause 36 (i): Requirement of Technical Representative(s) and recovery rates

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

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

The contractor shall submit a certificate of employment of the Technical Representative (s) (in the form of copy of Form-16 or CPF deduction issued to the Engineer Employed by him) along with every account bill/final bill and shall produce evidence if at any time so required by the Engineer-in-Charge.

#### Clause 42

(i) (a) Schedule / statement for determining theoretical quantity of cement & bitumen on the basis of Delhi Schedule of Rates 2016 printed by C.P.W.D. with correction slips up to the last date of submission of bids.

(ii) Variations permissible on theoretical quantities.

• •	ment for works with estimated cost put to der more than 5 lakhs	: 2% plus/minus
(b) Bit	umen for all works	: <b>2.5</b> % plus only & nil on minus Side
stee	el Reinforcement and structural el sections for each diameter, tion and category	: <b>2%</b> plus/minus
(d)	All other materials	: Nil

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

### Registrar.

SPAV

#### Annexure – I

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

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 substantiates his demand, provided that in his demand the Engineering- Charge will note that the amount claimed by his is due to him owing to the occurrence of one or any of the above conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date<sup>\*</sup> ......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 ...... (SIGNATURE, NAME AND ADDRESS)

SEAL

\*Date to be worked out on the basis of validity period of 8 months from last date of receipt of tender.

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

.....only).

- 3. We, the said bank further undertake to pay the Government any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor(s) shall have no claim against us for making such payment.
- 5. We, ..... (indicate the name of the Bank) further agree with the Government that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act of omission on the part of the 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, ......(indicate the name of the Bank) lastly undertake not to revoke this guarantee except with the previous consent of the Government in writing.
- 8. This guarantee shall be valid up to..... unless extended on demand by the Government. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. ...... (Rupees ......) 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.....for.....(indicate the name of the Bank)

#### **GURANTEE FOR FURNITURE**

The work of furniture shall be guaranteed for a period of 2 (Two) years as per enclosed guarantee bond against structural stability, faulty materials, workmanship and defective powder coated, post forming, edge bending, hardware etc. finish, on notification by the Engineer-in-Charge of any compliance to be performed under his guidance by the contractor, the contractor shall immediately supply labour / materials and rectify all the defects notified by the Engineer-in-Charge to perform this guarantee at no additional cost and to ensure that the defects are fully rectified. 2 (Two)% of the total amount of cost of work shall be withheld on this account, which shall be refunded under the expiry of the guarantee period, if no defects are observed in the said period or if the defects have been rectified in pursuant in the agreement to the entire satisfaction of the Engineer-in-Charge.

# GUARANTEE FOR REMOVAL OF DEFECTS AFTER COMPLETION IN RESPECT OF FURNITURE ARTICLES.

The agreement made this\_day of\_\_\_\_\_\_two thousand\_\_\_\_\_between\_\_\_\_\_\_ \_\_\_\_\_\_son of\_\_\_\_\_(hereinafter called the Guarantor of the one part) and the PRESIDENT OF INDIA (hereinafter called the Government of the other part).

WHEREAS THIS agreements is supplementary to a contract (hereinafter called the Contract) dated \_\_\_\_\_\_\_ and made between the GUARANTOR OF THE ONE part and the Government of the other part. Whereby the contractor interalia, undertook to render the work in the said contract recited structurally stable leak proof and sound material, workmanship, anodizing, coloring, sealing. AND WHEREAS THE GUARANTOR agreed to give a guarantee to the effect that the said work will remain structurally stable, leak proof and guaranteed against the faulty material and workmanship defective coloring and finishing for two years from the date of completion of work.

NOW THE GUARANTOR hereby guarantees that the work executed by him will remain structurally stable leak proof and guaranteed against faulty material and workmanship defective coloring for the minimum life to two years to be reckoned from the date after the maintenance period prescribed in the contract.

The decision of the Engineer - in - Charge with regard to cause of defect shall be final. During this period of guarantee the guarantor shall make good all defects and in case of any defect to the satisfaction of Engineer - in - Charge at his cost and shall commence the work for such rectification within seven days from the date of issue of the notice from the Engineer - in - Charge calling upto him to rectify the defects failing which the work shall be got done by department by some other contractor at guarantors cost and risk. The decision of the Engineer - in - Charge as to the cost, payable by the Guarantor shall be final and binding.

That if Guarantor fails to make good all the defects, commits breach there under then the guarantor will indemnify the Principal and his successors against all loss, damage, cost, expense or otherwise which may be incurred by him by reason of any default on the part of the GUARANTOR in performance and observance of this supplementary agreement.

As to the amount of loss and / or damage and / or cost incurred by the Government the decision of the Engineer - in - Charge will be final and binding on parties.

IN WITNESS WHEREOF these presents have been executed by the Obligator

and by \_\_\_\_\_\_ for and on behalf of the PRESIDENT OF INDIA on the day, month and year first above written.

SIGNED SEALED AND delivered by OBLIGATOR in the presence of:-1.

2.

SIGNED FOR AND ON BEHALF OF THE PRESIDENT OF INDIA BY in presence of: -1.

#### GUIDELINES REGARDING SIGNING OF INTEGRITY PACT BY THE BIDDER AT THE TIME OF SUBMISSION OF BID

### Sub: Clarification regarding Introduction of Integrity Pact introduced vide OM No. CON 255 dated 23.05.2011

A new provision of Integrity Pact (IP) was introduced in GCC-2010 vide OM No. CON/255 dt. 23.05.2011. In the OM it is mentioned that at the time of submission of bid, it shall be mandatory to sign the pact by the bidder failing which the bidder will stand disqualified from the tendering process and such bid would be summarily rejected.

Some field Units have raised their doubts regarding submission of duly signed Integrity Pact by the bidder at the time of submission of bid. In this regard it is clarified that :-

- 1. Submission of duly signed Integrity Pact by the bidder is applicable in case of manual tendering where e-tendering is not followed.
- 2. In case of manual tendering Executive Engineer should sign the first page addressed to the intending bidder at the time of issue of tender form and before submission of the bid, each bidder shall sign IP at respective places and submit the bid. If duly signed IP is not submitted by the bidder, such bid shall not be considered.
- 3. In case of e-tendering, Integrity Pact shall be treated in the same manner as other components of the bid document. In e-tendering, the intending bidder does not sign any document physically and entire bid document is submitted through digital signature. Since IP is a part of bid document no separate physical submission is required with other documents to be submitted in the office of tender opening authority. In addition to other component of bid document, the Integrity Pact along shall also be signed between Executive Engineer and successful bidder after acceptance of bid.

#### **INTEGRITY PACT**

Sub: NIT No. ..... for the work .....

Dear Sir,

To,

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

53

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 is accordance with terms and conditions of the tender/bid.

Yours faithfully

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

To,

#### **INTEGRITY AGREEMENT**

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

#### BETWEEN

President of India 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 endeavor 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)

- 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)/Contract(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 90 days 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:

- 2. (Signature, name and address)

# PART – B

**<u>Name of work:</u>** Providing and fixing Furniture for Hostel blocks of SPAV at ITI road, Vijayawada

## INDEX- PART-B Particulars

SI. No.	Particulars	Page No.
1	PART-B	
2	INDEX	
3	Special conditions	63-86
5	Special Conditions for Green Building	87
7	General Specifications of Furniture	101
8	Special Conditions for Furniture	102-103
9	Guarantee Bond	104-105
10	List of Preferred brand / Manufacturer/ Make (Civil and Furniture component)	110
11	Price Bid Component	111-112

Registrar, SPAV, Vijayawada

#### SPECIAL CONDITIONS

#### General

#### Specifications & Order of preference:

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.

The several documents forming the tender are to be taken as mutually complementary to one another. Detailed drawings shall be followed in preference to small scale drawings and figured dimensions in preference to scaled dimensions.

If there is any difference or discrepancy between the description of items as given in the schedule of quantities, particular specifications for individual items of work (including special conditions) and I.S. Codes etc., the following order of preference shall be observed

- (i) Description of items as given in Schedule of Quantities.
- (ii) Particular Specifications, Special Conditions and Additional conditions, if any.
- (iii) Drawings.
- (iv) CPWD Specifications.
- (v) General conditions of contract for CPWD works.
- (vi) Indian Standard Specifications of B.I.S.
- (vii) Manufacturers' specifications & as decided by Engineer-in-charge.
- (viii) Sound Engineering practices.

"In the event of any variation/ discrepancy in the drawings, specifications and tender documents etc. the decision of the Engineer-in-charge shall be final binding and conclusive on the contractor and in the case the contractor have any doubt and the same should be got clarified immediately from the Engineer-in-charge and no claim of the contractor shall be entertained thereafter. Moreover, the agency is not allowed to take benefit out of any clerical/ grammatical mistake in the standard clauses/Schedule of Quantities/Specifications etc. being used in the agreement".

Any reference made to any Indian Standard Specifications, shall imply to the latest version of that standard, including such revisions / amendments as issued by the Bureau of Indian Standards up to last date of receipt of tenders. The Contractor shall keep at his own cost all such publications including relevant Indian Standard Codes applicable to the work at site.

#### Scope:

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.

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. Obtaining of Statutory permissions wherever applicable and required.
- iii. Pre-commissioning tests as per relevant standard specifications, code of practice, Acts and Rules wherever required.
- iv. Warranty obligation for the equipment and/or fittings/fixtures supplied by the contractor.

Contractor shall provide all the shop drawings or layout drawings for all the coordinated services before starting any work or placing any order for any of the services etc. These shop drawings/layout drawings shall be got approved from Engineer-incharge before implementation and this shall be binding on the contractor. The contractor shall submit material submittals along with material sample for approval of Engineer-incharge prior to delivery of material at site.

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.

#### Deployment of Technical staff & skilled labour:

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.

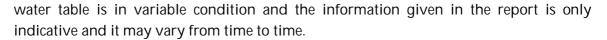
The Contractor shall depute Site Engineer & skilled workers as required for the work. He shall submit organization chart along with details of Engineers and supervisory staff. It shall be ensured that all decision making powers shall be available to the representatives of the contractor at site itself 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.

#### 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.

#### 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



#### 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.

#### Precautionary measures:

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.

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.

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.

The contractor, his authorized representative, workmen etc. shall strictly observe orders pertaining to fire precautions prevailing in the area.

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.

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

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 any water-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.

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.

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.

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.

#### Temporary Water, Electricity & Telephone Connections:

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.

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.

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.

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.

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.

#### Architectural and structural Drawings:

Although architectural drawings are either uploaded in the web along with NIT for reference to the bidder or made available in the office of Executive Engineer, VJCD, CPWD, Vijayawada, the main working & detailed architectural drawings and structural drawings shall be issued as per details given in Schedule 'F'. 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.

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.

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.

#### Scaffolding & Staging:

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.

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.

Contractor shall make necessary arrangements required for staging/scaffolding for execution of OHT with independent staging of about 30m to 35m height including designing of staging where ever required and getting it proof checked by Govt. institute to ensure safety during construction. Nothing extra shall be payable for staging or its design / proof checking other than those provisions taken in B.O.Q.

#### Co-ordination with other agencies:

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.

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.

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.

#### Procurement of materials:

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

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.

#### Protection of Existing Services & buildings and Materials:

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.

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.

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.

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.

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.

#### Rates and other conditions for payment:

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

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.

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.

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.

All labour, material, tools and plants and other inputs involved in the execution of the item.

Providing sunk flooring in bath-rooms, kitchen, etc.

Performance test of the entire installation(s) before the work is finally accepted.

Any cement slurry added over base surface (or) for continuation of concreting for better bond is deemed to have been built in the items.

The percentage quoted by the tenderer, shall be inclusive of all taxes including GST and levies 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.

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, not with-standing 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.

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 GST, 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.

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.

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.

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.

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 not withstanding 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.

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.

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.

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.

#### Foreign Exchange:

No foreign exchange shall be made available by the Department for importing (purchase) of equipment, plants, machinery, materials of any kind or any other items if required to be carried out during execution of the work. No delay and no claim of any kind shall be entertained from the Contractor, on account of variation in the foreign exchange rate.

1.181.2 The contractors have to quote the corresponding imported items in "Indian Rupees" in the Schedule of Quantities which shall include all incidental charges including freight, taxes including GST, import duties, fluctuations in currency rates. No extra payment will be made over and above the quoted rates.

#### Tools & Plant:

No tools and plants including any special T&P etc. shall be supplied by the Department and the Contractor shall have to make his own arrangements at his own cost. No claim of hindrance (or any other claim) shall be entertained on this account.

#### Horticultural works:

Horticultural activities, tree plantation, Nursery plantation shall be taken up in the campus along with constructional activities, as such, care shall be taken to avoid damages to these including existing trees, recently planted trees including tree guards and irrigation water supply piping system. Hence, while taking up excavation activities, trees as well as their root zones be protected and the stacking of excavated earth shall be made in such a way that neither plants are buried nor damaged. The initial survey, demarcation of roads and various buildings, sub grade of roads have been made in the campus which shall not be disturbed or damaged by vehicular movement or manual tampering; else the same shall be made good by the contractor at his own cost. Incase of failure to comply with the above requirements the damage caused shall be made good at cost of contractor and the cost so incurred and assessed by Engineer in charge shall be recovered from running account bill of contractor.

#### Computerized MBs & SMBs:

The contractor shall make available four (04) sets of computerized Standard Measurement Books (SMBs) having measurement of all the permanent standing in a building.

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.

At any time, electronic measurement book may also be introduced. The contractor shall comply with the same as per the direction of Engineer-in-charge.

#### **RECORDING OF HINDRANCES:-**

Whenever any hindrance whether on part of department or on part of contractor, comes to the notice of the Assistant Engineer, he should at once make a note of such hindrance in the register kept at site, and immediately make a report to the Executive Engineer within a week.

Each hindrance should be entered in the Hindrance Register, which should be authenticated by the Executive Engineer and Contractor. The Executive Engineer shall review the Hindrance Register at least once in a month.

The hindrances on part of contractor are also to be entered in the Hindrance Register.

The hindrance register shall be submitted at the time of payment of each Running Account Bill.

#### SECRECY

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.

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.

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.

#### LABOUR AND SECURITY

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.

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.

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.

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.

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.

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.

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").

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.

Normally contractor shall be allowed to carry out work between 7 AM to 6 PM. However, he may also be allowed to carryout the work beyond 6 PM & upto 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.

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".

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.

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.

#### OFFICE INFRASTRUCTURE:

For Quality Control Measures, Preparation of Bills and Monitoring the Quality, the contractor shall provide one Computer having Intel core i 5 3<sup>rd</sup> generation processor, MS-Windows-7, A-3 Coloured Inkjet & A-4 Laserjet Printers, Scanners, UPS etc. with data entry operator in the site office of Engineer-in-Charge.

The contractor shall make arrangement for Helmets and leather shoes (meant of construction work at sites) for all field staff of the department during the entire period of construction for safety reasons. One helmet and two pairs of shoes per staff member (maximum twenty members) of the departments per year shall be arranged by the contractor.

#### 6.0 DOCUMENTATION

The Contractor shall render all help and assistance in documenting the total sequences of this project by way of photography, slides, audio / video recording & other records etc. Nothing extra shall be payable to Contractor on this account. However, cost of photographs, slides, audio / video graph etc. shall be borne by the Department. The original films shall be the property of the Department. No copy shall be prepared without the prior approval of the Engineer- in – Charge.

#### PROGRESS CHART: -

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

In case of non submission of construction programme by the contractor the program approved by the Engineer-in-charge shall be deemed to be final.

The approval by the Engineer-in-charge of such programme shall not relieve the contractor of any of the **obligations** under the contract.

The contractor shall submit the **Time and Progress Chart** and progress report using the **mutually agreed software or in other format decided by Engineer-in-charge** for the work done during previous month to the Engineer-in-charge on or before 5<sup>th</sup> day of each month failing which a recovery Rs. 5000/- for works costing more than Rs.20 Crores shall be made on per week or part basis in case of delay in submission of the monthly progress report.

The program chart should include the following: -

- a) Descriptive note explaining sequence of various activities.
- b) BAR CHARTS prepared in mutually agreed software or in other format decided by Engineer-in-charge which will indicate resources in financial terms, manpower and specialized equipment for every important stage.
- c) Program for procurement of materials by the contractor.
- d) Program for arranging and deployment of manpower both skilled and unskilled so as to achieve targeted progress.
- e) Program of procurement of machinery / equipment having adequate capacity, commensurate with the quantum of work to be done within the stipulated period, by the contractor. In addition, to the above to achieve the progress of work as per programme, the contractor must bring at site adequate shuttering material required for cement concrete and RCC works etc. The contractor shall submit shuttering schedule adequate to complete the structure work within the laid down physical milestones.
- f) Programme for achieving milestones.

The submission for approval by the Engineer-in-charge of such programme or such particulars shall not relieve the contractor of any of the duties or responsibilities under the contract. This is without prejudice to the right of Engineer-in-charge to take action against the contractor as per terms and conditions of the agreement.

#### PROGRESS AND MONITORING OF WORK:

The progress report shall contain the following, apart from whatever else may be required as specified:-

- (i) Construction schedule of the various components of the work through a bar chart for the next three months (or as may be specified), showing the micro milestones, targeted tasks and up to date progress. At least 10 digital photographs showing all the parts of construction site along with at least 5 minutes video of executions of different items in soft copy has to be submitted in every monthly progress report.
- (ii) Progress chart of the various components of the work that are planned and achieved, for the month as well as cumulative up to the month, with reason for deviations, if any in a tabular format.
- (iii) Plant and machinery statement, indicating those deployed in the work.
- (iv) Man-power statement, indicating individually the names of all the staff deployed on the work, along with their designations. Number of skilled workers and unskilled workers deployed on the work and their location of deployment.

(v) Financial statement, indicating the broad details of all the running account payment received up to date, such as gross value of work done, advances taken, recoveries effected, amount withheld, net payments details of Cheque payment received, extra /substituted /deviations items if any, etc.

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, not with-standing 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.

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.

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.

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 the synthes.

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.

#### **PROJECT REVIEW MEETINGS:**

The contractor, immediately on award of work shall submit details of his key personnel to be engaged for the work at site. In addition, he shall furnish the Engineer-in-charge detailed organization involved with the work.

The contractor shall present the programme and status at various review meetings as required.

**Weekly Review Meetings:** Shall be attended by Project - in - charge and the Management Representative who can take independent decisions along with SPAV, client's representatives.

#### Agenda

- a) Progress Status/Statistics.
- b) Completion Outlook.
- c) Major hold ups/slippages.
- d) Assistance required.
- e) Critical issues.
- f) Any decision on queries raised either by Contractor/PMC.
- g) Anticipated cash flow requirement for next two months.

#### ENGAGING SPECIALISED AGENCIES FOR WORKS: -

The Contractor shall engage specialized agencies having adequate technical capability and experience of having executed at least one work of similar items for executing the following items of the work and/or any other items of work where specialized firm is required to be engaged as per contract conditions.

The Specialized agency for the work shall be got approved from the Engineer-in-Charge well before actual commencement of the item of work. The contractor shall submit the list of specialized agencies proposed to be engaged by him along with their technical capability and necessary performance certificates, within 30 days of the stipulated date of start to substantiate technical capability and experience of the agency for prior approval of the Engineer-in-Charge.

It shall be the responsibility of main contractor to sort out any dispute / litigation with the Specialized Agencies without any time & cost overrun to the Department. The main contractor shall be solely responsible for settling any dispute / litigation arising out of his agreement with the Specialized Agencies. The contractor shall ensure that the work shall not suffer on account of litigation/ dispute between him and the specialized agencies / sub-contractor(s). No claim of hindrance in the work shall be entertained from the Contractor on this account. No extension of time shall be granted and no claim what so ever, of any kind, shall be entertained from the Contractor on account of delay attributable to the selection/rejection of the Specialized Agencies.

#### 11. 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 12 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.

#### SAFETY MEASURES

The issue of construction safety & standards has gained utmost importance in recent times. This subject is to be dealt with in an integrated manner with an approach to developing and establishing a safety culture at work sites. Broadly, its components are:

- (i) Creating awareness.
- (ii) Education.
- (iii) Training.
- (iv) Implementation.
- (v) Enforcement measures.



All workers of contractor and associate agencies, invariably and at all the times, must follow all safety norms, adopt safe construction practices and use all required safety gadgets in their working throughout the project duration.

The contractor shall issue *Photo Identity Cards* with unique numbers containing salient information of workers for the labour & his staff.

The Contractor shall monitor and achieve the objectives of construction safety continuously, progressively and through affirmative action, and shall oversee implementation of safety program over the entire construction period.

#### Warning / Caution Boards

All temporary warning / caution boards / glow signage display such as "Construction Work in Progress", "Keep Away", "No Parking", Diversions & protective Barricades etc. shall be provided and displayed during day time by the Contractor, wherever required and as directed by the Engineer-in-Charge. These glow signage and red lights shall be suitably illuminated during night also. The Contractor shall be solely responsible for damage and accident caused, if any, due to negligence on his part. Also he shall ensure that no hindrance, as far as possible, is caused to general traffic during execution of the work. This signage shall be dismantled & taken away by the Contractor after the completion of work, only after approval of the Engineer – in – Charge. Nothing extra shall be payable on this account.

#### Sign Boards

The Contractor shall provide and erect a display board of size and shape as required and paint over it, in a legible and workman like manner, the details about the salient features of the project, as required by the Engineer-in-Charge. The Contractor shall fabricate and put up a sign board in an approved location and to an approved design indicating name of the project, client / owner, architects, structural consultants, Department etc. besides providing space for names of other Contractors, Associate contractors and specialized agencies. Nothing extra shall be payable on this account.

A display board shall be kept at site which would list the names of workers, teams and agencies following safety program in the best manner. This would be updated weekly.

Necessary protective and safety equipments shall be provided to the Site Engineer, Supervisory staff, labour and technical staff of the contractor by the Contractor at his own cost and used at site.

No inflammable materials including P.O.L shall be allowed to be stored in huge quantity at site. Only limited quantity of P.O.L may be allowed to be stored at site subject to the compliance of all rules / instructions issued by the relevant authorities and as per the direction of Engineer -in- Charge in this regard. Also all precautions and safety measures shall be taken by the Contractor for safe handling of the P.O.L products stored at site. All consequences on account of unsafe handling of P.O.L shall be borne by the Contractor.

#### SPECIAL CONDITION FOR HARDWARE AND SANITARY WARES:

Engineer-in-Charge will take a decision regarding model numbers of equivalent Door/window hard ware/ sanitary ware at the time of execution, in case the material, from the manufacturer whose model number is mentioned, is not available. However, in case, the equivalent model so approved, is cheaper than the model already mentioned in item/approved makes list, the price adjustment will be made based on the difference in market rate. In case, the rate of subsequently approved model is more, no extra payment will be made on this account."

- 13.2 The following procedure should be followed in case of removal of rejected/substandard materials from the site of work.
  - i) Whenever any material brought by the contractor to the site of work is rejected, entry thereof should invariably be made in the site order book under the signature of the AE/AEE giving approximate quantity of such materials.
  - ii) As soon as the material is removed, a certificate to that effect may be recorded by the AE/AEE against the original entry, giving the date of removal, mode of removal i.e. whether by truck, carts or by manual labour. If removal is by truck, the registration number of the truck should be recorded.

#### 14.0 MOBILIZATION ADVANCE:

No mobilization advance shall be given for this work.

#### 15.0 **INSPECTION OF WORKS**:

- 15.1 In addition to the provisions of relevant clauses of the contract, the work shall also be open to inspection by the Dean P& D SPAV, Vijayawada and other senior officers of SPAV in addition of the Engineer-in-charge, his authorized representatives, Authorities and Team of Third Party Quality Assurance engaged for the work. The contractor shall at times during the usual working hours and at all times at which reasonable notices of the intention of the Engineer-in-charge or other officers as stated above to visit the works shall have been given to the contractor, either himself be present to receive the orders and instructions or have a responsible representative duly accredited in writing, to be present for that purpose.
- 15.2 The committee/consultant appointed by SPAV, shall be inspecting the works including workshops and fabrication factory to ensure that the works in general being executed according to the design, drawings and specifications laid down in the contract. Their observations shall be communicated by SPAV engineering staff and compliance is to be reported to SPAV. The committee/consultant appointed by SPAV shall certify on completion of particular building/work that it has been constructed according to the approved drawings design and specifications.
- 15.3 Senior Officers of SPAV, Dignitaries from Central Ministry / Department, State Government and Client Department Authorities shall be inspecting the on-going work at site at any time with or without prior intimation. The contractor shall, therefore, keep updated the following requirements and detailing:-
  - (i) Display Board showing detail of work, weekly progress achieved with respect to targets, reason of shortfall, status of manpower, wages being paid for different categories of workers.
  - (ii) Entrance and area surrounding to be kept cleaned.
  - (iii) Display layout plan key plan, Building drawings including plans, elevations and sections.
  - (iv) Up to date displays of programme chart (Bar charts).
  - (v) Keep details of quantities executed, balance quantities, deviations, possible Extra item, substituted Item etc.

- (vi) Keep plastic / cloth mounted one sets of building drawings.
- (vii) Set of Helmets and safety shoes for safety.

#### 16.0 INSURANCE POLICIES:

Before commencing the execution of work, the Contractor shall, without in any way limiting his obligations and liabilities, insure at his own cost and expense against any damage or loss or injury, which may be caused to any person or property, at site of work. The Contractor shall obtain and submit to the Engineer-in-Charge proper Contractor All Risk Insurance Policy for an amount equivalent to the contract amount for this work, with Engineer-in-Charge as the first beneficiary. The insurance shall be obtained in joint names of Engineerin-Charge and the Contractor (who shall be second beneficiary). Also, he shall indemnify the Department from any liability during the execution of the work. Further, he shall obtain and submit to the Engineer-in- Charge, a third party insurance policy for maximum Rs.10 lakh for each accident, with the Engineer-in-Charge as the first beneficiary. The insurance shall be obtained in joint names of Engineer-in-Charge and the Contractor (who shall be second beneficiary). The Contractor shall, from time to time, provide documentary evidence as regards payment of premium for all the Insurance Policies for keeping them valid till the completion of the work. The Contractor shall ensure that Insurance Policies are also taken for the workers of his Sub-Contractors / specialized agencies also. The contractor including subcontractors shall provide comprehensive group insurance cover for all the workers and their supervisory staff deployed at site. The details of insurance cover to be provided shall be submitted by the contractor / associate agencies within 20 days of date of start. In case of a default, appropriate policy shall be got done by the safety monitoring committee and double the fee of the policy shall be recovered from the next bill of the contractor. Without prejudice to any of its obligations and responsibilities specified above, the Contractor shall within 15 days from the date of letter of acceptance of the tender and thereafter at the end of each quarter submit a report to the Department giving details of the Insurance Policies along with Certificate of these insurance policies being valid, along with documentary evidences as required by the Engineer-in-Charge. No work shall be commenced by the Contractor unless he obtains the Insurance Policies as mentioned above. Also, no payment shall be made to the Contractor on expiry of insurance policies unless renewed by the Contractor. Nothing extra shall be payable on this account. No claim of hindrance (or any other claim) shall be entertained from the contractor on these accounts.

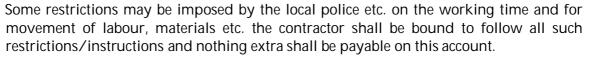
#### **APPLICABLE PERMITS:**

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 including GST 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.

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.

#### LOCAL BYE-LAWS:

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.



The contractor shall not stack building material/ malba 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/ malba 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.

#### 19.0 FINAL TESTING OF THE INSTALLATION:

The Contractor shall demonstrate trouble free functioning of all the Civil and E & M installations and services. The Engineer-in-Charge or his authorized representatives shall carry out final inspection of the various Civil and E & M services and installations. Any defect(s) noticed during demonstration shall be rectified by the Contractor at his own cost to the entire satisfaction of the Engineer-in-Charge. Nothing extra shall be payable on this account.

#### 20.0 OCCUPATION CERTIFICATE:

The contractor shall coordinate and facilitate department for obtaining occupation certificate/completion certificate from local bodies if required including getting the required site visits conducted by such authorities with a view to obtain the same.

#### 21.0 Sample quarters and toilets:

One quarter of each type i.e, type II, type III & type IV & type V incorporating all relevant internal items including, painting, water supply and sanitary installations, electrical installations and services be completed as per the mile stones in schedule "F", failing which recovery will be made at Rs.2500/- per day till sample quarters are completed to the satisfaction of Engineer-in-Charge.

#### DISPUTE REDRESSAL COMMITTEE

In the first instance, the Executive Engineer, 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 Chief Engineer 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 department who are a party to the contract.

The Superintending Engineer/Executive Engineer, 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.

The Dispute Redressal Committee (DRC) shall give the opposing party two weeks for a written response, and, holding not more than 3 hearings give its decision within a period of 60 days from the receipt of appeal from either party. The Constitution of Dispute Redressal Committee (DRC) shall be as indicated in Schedule 'F'. If the Dispute Redressal Committee (DRC) fails to give its decision within the aforesaid period or any party is dissatisfied with the decision of Dispute Redressal Committee (DRC), then either party may within a period of 30 days from the receipt of the decision of Dispute Redressal Committee (DRC), give notice to the Chief Engineer for appointment of Arbitrator on prescribed proforma as per Appendix-XV of GCC 2014 (with upto date amendments), failing which the said decision shall be final binding and conclusive and not referable to adjudication by the arbitrator.

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

Provided that no party shall be represented before the Dispute Redressal Committee (DRC) by an advocate/legal counsel etc.

#### **De-watering**

- (i) De-watering required, if any, shall be done conforming to BIS Code IS: 9759 (quide 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-bye to attend to repair of pumps etc. and disruption of power / fuel supply. Nothing extra shall be payable for all the operations described in this para.
- (ii) 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.

- a. 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 the same at his own cost and nothing extra shall be paid except otherwise provided in the items of Schedule of Quantities.
- b. The Contractor shall make all necessary arrangements for protecting from rains, fog or likewise extreme weather conditions, the work already executed and for carrying out further work, during monsoon including providing and fixing temporary shelters, protections etc. Nothing extra shall be payable on this account and also no claims for hindrance shall be entertained on this account.
- c. 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.
- d. The contractor will take reasonable precautions to prevent his workman and employees from removing and damaging any flora (plant/vegetation) from the project area.

#### SPECIAL CONDITIONS FOR GREEN BUILDING

The building is proposed to be designed for **TERI (The Energy and Resources Institute)** - **GRIHA (Green Rating for Integrated Habitat Assessment)** Rating-3 green building rating system. The contractor is required to execute the work in a befitting manner to obtain the targeted **GRIHA 3 rating**.

#### Special conditions for GRIHA rating

The contractor shall prepare scheme for the approval of Engineer -in-charge for obtaining GRIHA 3 rating in the criteria relevant to the execution of work

The contractor shall plan and execute the work in a manner to preserve and protect the landscape during construction and shall arrange the materials/equipment and follow the procedure as per GRIHA 3 rating as applicable.

All the mandatory criteria of GRIHA and additional conditions for Green Building practices are to be necessarily followed.

The contractor shall comply with NBC norms on construction safety, health and sanitation as per GRIHA 3 rating system.

The construction activity shall be done in a befitting manner and the contractor shall adopt measures to prevent air pollution at site in compliance with criterion 9 of GRIHA rating as applicable.

The contractor shall comply with all the instructions and schemes for execution of Green building.

Nothing shall be paid extra for all these conditions except for the items existing in the schedule of quantities. For such items work done shall be paid on the basis of the agreement rates.

#### Pre-construction Stage

- 1. Construction Vehicles, Equipment and Machinery
  - (i) All vehicles, equipment and machinery to be procured for construction shall conform to the relevant Bureau of India Standard (BIS) norms.
  - (ii) Emission from the vehicles must conform to environmental norms.
  - (iii) Dust produced from the vehicular movement and other site activities is to be mitigated by sprinkling of water.
  - (iv) Noise limits for construction equipments shall not exceed 75 dB(A), measured at one meter from the edge of the equipment in free area, as specified in the Environment Protection Act,1986, schedule VI part E, as amended on 9th May,1993. The maximum noise levels near the construction site should be limited to 65 dB (A) Leq (5 min) in project area.

#### **Construction Stage**

#### Construction Wastes Disposal

(i) The pre-identified dump locations will be a part of solid waste management plan to be prepared by the Contractor in consultation with Engineer -in-charge.

- (ii) Contractor shall get approved the location of disposal site prior to commencement of the excavation on any section of the project location.
- (iii) Contractor shall ensure that any spoils of material / construction waste will not be disposed off in any municipality solid waste collection bins.

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

- (i) All vehicles delivering construction materials to the site shall be covered to avoid spillage of materials and maintain cleanliness of the roads.
- (ii) Wheel Tyres of all vehicles used by of the contractor, or any of his sub contractor or materials suppliers shall be cleaned and washed clear of all dust/mud before leaving the project premises. This shall be done by routing the vehicles through tyre washing tracks.
- (iii) Contractor shall arrange for regular water sprinkling at least twice a day (i.e. morning and evening) for dust suppression of the construction sites and unpaved roads used by his construction vehicles.

#### Water Pollution

- (i) The Contractor shall take all precautionary measures to prevent the wastewater during construction to accumulate anywhere.
- (ii) The wastewater arising from the project is to be disposed off in the manner that is acceptable to the **CPCB**.

#### Air and Noise Pollution

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

- (i) Contractor shall ensure that all vehicles, equipment and machinery used for construction are regularly maintained and confirm that emission levels comply with environmental emission standards/norms.
- (ii) For controlling the noise from Vehicles, Plants and Equipments, the Contractor shall confirm the following:
  - (a) All vehicles and equipment used in construction will be fitted with exhaust silencers.
  - (b) Servicing of all construction vehicles and machinery will be done regularly and during routine servicing operations, the effectiveness of exhaust silencers will be checked and if found defective will be replaced.
  - (c) Noise emission from compactors(rollers) front loaders, concrete mixers, cranes(movable), vibrators and saws should be less than 75 dB(A).
  - (d) As per the standards/guidelines for control of Noise Pollution from Stationary Diesel Generator (DG) sets, noise emission in dB(A) from DG Sets (2-1010 KVA) should be less than 94+10 log 10 (KVA). The standards also suggest construction of acoustic enclosure around the DG Set and provision of proper exhaust muffler with insertion loss of minimum 25 dB (A) each as mandatory.

#### Personal Safety Measures for Labour

Contractor shall provide the following items for safety of workers employed by contractor and associate agencies:

- (i) Protective footwear/ helmet and gloves to all workers employed for the work on mixing, cement, lime mortars, concrete etc. and openings in water pipeline/sewer line.
- (ii) Welder's protective eye-shields to workers who are engaged in welding works.
- (iii) Safety helmet and Safety harness/ belt Provide adequate sanitation/safety facilities for construction workers to ensure the health and safety of the workers during construction, with effective provisions for the basic facilities such as sanitation, drinking water and safety equipments or machinery.
- (iv) All the workers should be wearing helmet and shoes all the time on site.
- (v) Masks and gloves should be worn whenever and wherever required.
- (vi) Adequate drinking water facility should be provided at site, adequate number of decentralized latrines and urinals to be provided for construction workers.
- (vii) Full time workers (if any with the approval of Engineer-in-Charge) residing on site should be provided with clean and adequate temporary hutment.
- (viii) First aid facility should also be provided.
  - (ix) Overhead lifting of heavy materials should be avoided. Barrow wheel and hand-lift boxes should be used to transport materials onsite.
  - (x) Tobacco and cigarette smoking should be prohibited onsite.
  - (xi) All dangerous parts of machinery are well guarded and all precautions for working on machinery are taken.
- (xii) Maintain hoists and lifts, lifting machines, chains, ropes and other lifting tackles in good condition. Provide safety net of adequate strength to arrest falling material down below.
- (xiii) Use of durable and reusable formwork systems to replace timber formwork and ensure that formwork where used is properly maintained.
- (xiv) Ensure that walking surfaces or boards at height are of sound construction and are provided with safety rails and belts. Provide protective equipments such as helmets.
- (xv) Provide measure to prevent fire. Fire extinguisher and buckets of sand to be provided in fire-prone area and elsewhere.
- (xvi) Provide sufficient and suitable light for working during night.
- (xvii) Ensure that measures to protect workers from materials of construction, transportation, storage and other dangers and health hazards are taken.
- (xviii) Ensure that the construction firm/division/company have sound safety policies.
- (xix) Comply with the safety procedure, norms and guidelines (as applicable) as outlined in NBC 2005 (BIS 2005).
- (xx) Adopt additional best practices and prescribed norms as in NBC 2005 (BIS2005).

Identify roads on-site that would be used for vehicular traffic. Update vehicular roads (if these are unpaved) by increasing the surface strength by improving particle size, shape and mineral type that make up the surface base. Add surface gravel to reduce source of dust emission. Limit



amount of fine particles (smaller than 0.075mm) to 10 -20%. Limit vehicular speed on site 10km/h. Nothing extra will be payable for this.

All material storages should be adequately covered and contained so that they are not exposed to situations where winds on site could lead to dust/particulate emissions.

Spills of dirt or dusty materials shall be cleaned up promptly so the spilled material does not become a source of fugitive dust and also to prevent of seepage of pollutant laden water into the ground aquifers. When cleaning up the spill, ensure that the clean - up process does not generate additional dust. Similarly, spilled concrete slurries or liquid wastes should be contained/cleaned up immediately before they can infiltrate into the soil/ground or runoff in nearby areas.

Ensure that water spraying is carried out by wetting the surface by spraying water on:

- (i) Any dusty material.
- (ii) Areas where demolition work is carried out.
- (iii) Any unpaved main-haul road and.
- (iv) Areas where excavation or earth moving activities are to be carried out.

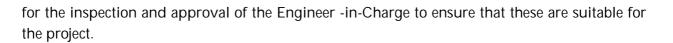
The contractor shall ensure the following:

- (i) Cover and enclose the site by providing dust screen, sheeting or netting to scaffold along the perimeter of a building.
- (ii) Covering stockpiles of dusty material with impervious sheeting.
- (iii) Covering dusty load on vehicles by impervious sheeting before they leave the site.
- (iv) Transferring, handling/storing dry loose materials like bulk cement and dry pulverized fly ash inside a totally enclosed system.
- (v) Spills of dirt or dusty materials shall be cleaned up promptly so that the spilled material does not become a source of fugitive dust and also to prevent seepage of pollutant laden water into the ground aquifers. When cleaning up the spill, ensure that the cleanup process does not generate additional dust. Similarly, spilled concrete slurries or liquid wastes should be contained / cleaned up immediately before they can infiltrate into the soil/ground or runoff in nearby areas.
- (vi) Clear vegetation only from areas where work will start right away.

Adopt measures to prevent air pollution in the vicinity of the site due to construction activities. There is no standard reference for this. The best practices should be followed (as adopted from international best practice documents and codes).

Provide safety barricading of site by drawing ribbon band along the site boundary, next to a road or other public area.

The contractor shall provide experienced personnel with suitable training to ensure that these methods are implemented. Prior to the commencement of any work, the method of working, plant equipment and air pollution control system to be used on -site should be made available



Employ measures to segregate the waste on-site into inert, chemical or hazardous wastes. Recycle the unused chemical/hazardous wastes such as oil, paint, batteries and asbestos. As per GRIHA 3 rating (inert and Hazardous waste must be collected and storied separately from site. Proper training must be given to all construction workers in order to train them to be able to handle different kind of waste on site. In addition to segregating the inert and hazardous waste, it is also important to either reuse the construction waste on site or safety dispose it off to designated agencies for recycling.

To preserve the existing landscape and protect it from degradation during the process of construction. Select proper timing for construction activity to minimize the disturbance such as soil pollution due to spilling of the construction material and its mixing with rainwater. The construction management plan including soil erosion control management plan shall be prepared accordingly for each month. The application of erosion control measures includes construction of gravel pits and tyre washing bays of approved size and specification for all vehicular site entry/exits, protection of slopes greater than 10%. Sedimentation Collection System and run-off diversion systems shall be in place before the commencement of construction activity. Preserve and protect the existing vegetation by not-disturbing or damaging to specified site areas during construction.

The Contractor should follow the construction plan as proposed by the Engineer-in-charge / landscape consultant to minimize the site disturbance such as soil pollution due to spilling. Use staging and spill prevention and control plan to restrict the spilling of the contaminating material on site.

Spill prevention and control plans should clearly state measures to stop the source of the spill. Measures to contain the spill and measures to dispose the contaminated material and hazardous wastes. It should also state the designation of personnel trained to prevent and control spills. Hazardous wastes include pesticides, paints, cleaners and petroleum products.

A **Soil Erosion and Sedimentation Control Plan (ESCP)** should be prepared prior to construction and should be applied effectively.

The contractor shall prepare and submit '**Spill prevention and control plans'** before the start of construction, clearly stating measures to stop the source of the spill, to contain the spill, to dispose the contaminated material and hazardous wastes, and stating designation of personnel trained to prevent and control spills. Hazardous wastes include pesticides, paints, cleaners, and petroleum products.

The contractor shall ensure that no construction leaches (Ex: cement slurry) is allowed to percolate into the ground. Adequate precautions are to be taken to safeguard against this including reduction of wasteful curing processes, collection, basic filtering and reuse. The contractor shall follow requisite measures for collecting drainage water run-off from construction areas and material storage sites and diverting water flow away from such



polluted areas. Temporary drainage channels, perimeter dike/swale, etc. shall be constructed to carry the pollutant -laden water directly to the treatment device or facility (municipal sewer line).

All lighting installed by the contractor around the site and at the labour quarters during construction shall be energy efficient fixtures of the appropriate illumination levels.

All paints, adhesives and sealants should comply with the VOC limits prescribed as a Green initiatives as follows:

The VOC (volatile organic compound) content of adhesives and sealants used on the interior of the building must be less than VOC content limits mentioned below. A list of all the adhesives and sealants used for the project is to be submitted along with the manufacturer's certificate supporting the VOC content.

Architectural Applications	VOC Limit(g/I minus water)
Indoor Carpet Adhesives	50
Carpet Pad Adhesives	50
Wood Flooring Adhesives	100
Rubber Floor Adhesives	60
Sub floor Adhesives	50
Ceramic Tile Adhesives	65
VCT and Asphalt Tile Adhesives	50
Dry Wall and Panel Adhesives	50
Cove base adhesives	50
Structural Glazing Adhesives	100
Multipurpose Construction Adhesives	70
Substrate Specific Application	VOC Limit(g/I minus water)
Metal to Metal	30
Porous Material(except wood)	50
Plastic Foams	50
Wood	30
Fibreglass	80

Specialty Application	VOC Limit(g/I minus water)
PVC Welding	510
CPVC Welding	490

ABS Welding	325
Plastic cement welding	250
Adhesive primer for plastic	550
Top and Trim Adhesive	250
Contact Adhesive	80
Special purpose Contact Adhesive	250
Structural wood member adhesive	140
Sheet applied rubber lining operations	850
Sealants	VOC Limit(g/I minus water)
Architectural	250
Non Membrane Roof	300
Roadway	250
Single-ply roof membrane	450
Other	420
Sealant Primers	
Architectural, nonporous	250
Architectural, porous	775
Other	750
Other Aerosol Adhesives	750
	750 65% VOC's by weight
Aerosol Adhesives	

All the building materials and systems used on site must be as per the specifications and approved makes by the Engineer-In-Charge.

All required certificates explaining the properties of the building material/system needs to be obtained from the manufacturer/vendor as required by the green building rating authority. The final certificates would be produced after the approval of green building consultant with necessary due diligence. The purchase orders of all the materials made with the manufacturers / authorized vendors should be maintained and shall be provided for the process with due diligence upon request.

Water saving measures as suggested by the consultants need to be followed on site.

The contractor / subcontractor shall prepare and submit a **Site Management Plan (SMP)** within 10 days of start, for approval by the Engineer -in-charge. This SMP shall indicate the locations of godown, stockpiles, barricading, waste storage, offices, vehicular movement routes etc. In short this SMP would comprehensively represent how the site activities shall be managed conforming to GRIHA 3 Star guidelines. Contractor will be penalized @ **Rs. 1000/-** per day of delay on non-submission of SMP beyond due date to be recovered from next RA bill.

Any other site management measures suggested by the Engineer-in-charge / green building consultant shall be followed on site.

The contractor shall submit to the Engineer -in-Charge after construction of the buildings, a detailed as built quantification of the following within 10 days of recording of completion. Contractor will be penalized @ **Rs. 500**/- per day of delay in submission of "detailed as built quantification".

- (i) Total materials used
- (ii) Total waste generated,
- (iii) Total waste reused,
- (iv) Total water used,
- (v) Total electricity consumed, and
- (vi) Total diesel consumed.

Evidence for the implementation of the all the above required measures shall be provided to the Engineer-in-Charge in the form of photographs and templates as required which is required for the submission to the green building rating authority.

Nothing extra shall be payable for above provisions unless otherwise specified in Schedule of Quantity.

#### 1. <u>GENERAL</u>

- The work shall be carried out as per CPWD Specifications 2009 Vol. I & II with uptodate correction slips.
- 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).
- 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.
- 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.
- 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.
- 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.
- 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.

#### WOOD WORK

The wood work in general shall be carried out as per CPWD Specifications (Volume-I) 2009, with up-to-date correction slips

The sample of timber to be used shall be deposited by the contractor with Engineer-incharge before commencement of work.

The shape and size of beading shall be as per drawings. The joints of beading shall be mitred.

Timber shall be of specified species, good quality and well seasoned. It shall have uniform colour, reasonably straight grains and shall be free from knots, cracks, shakes and sapwood. It shall be close grained. The contractor shall deposit the samples of species of timber to be used with the Engineer-in-Charge for testing before commencement of the work.

Wood work shall not be painted, oiled or otherwise treated before it has been approved by the Engineer-in-charge. All portion of timber including architrave abutting against masonry, concrete, stone or embedded in ground shall be painted with approved wood preservative or with boiling coal tar.

The contractor(s) shall produce cash voucher and certificates from approved Kiln Seasoning Plants about the timber used on the work having been kiln seasoned and chemically treated by them, falling which it would not be accepted as kiln seasoned and/or chemically treated.

Transparent sheet glass conforming to IS: 2835 shall be used. Thickness being governed as under unless otherwise specified in the item in wood work/steel work:

Area of Glazing	Thickness
(a) For glazing area up to 0.50 sqm	4.0 mm
(b) For glazing area more than 0.50 sqm to 0.90 sqm	6.0 mm

Factory made wooden flush door and panelled and wire gauge shutters shall be manufactured and carried out as per CPWD specifications (Volume-I, 2009 with upto date correction slips).

The work shall be executed through specialized agencies to be approved by the Engineer –in- Charge.

The contractor shall propose well in advance to Engineer-in-Charge, the names and address of the factory where from the contractor intends to get the shutters manufactured along with the credential of the firm. The contractor shall place the order for manufacturing of shutters only after obtaining approval of the Engineer in Charge whose decision in this case shall be final & binding. In case the firm is not found suitable he shall propose another factory. The factory may also be inspected by a group of officers before granting approval; shutters shall however he accepted only if these meet the specified test.

Contractor will arrange stage wise inspection of the shutters at factory by the Engineerin-Charge or his authorized representative. The contractor will have no claim if the shutters brought at site in part or full lot are rejected by the Engineer-in-Charge due to bad workmanship / quality. Such defective shutters will not be measured and paid. The contractor shall remove the same from the site of work within 7 days after the written instruction in this regard are issued by the Engineer-in-Charge.

The shutters should be brought at site without primer / painting.

(a) Inspection of shutters shall be carried out for dimensions & tolerances, size & type general construction & workmanship, finish & glazing at the following frequency: -

Lot Size	Sample Size	Permissible number of defectiveness
Upto 25	2	0
26 to 50	5	0
51 to 100	8	0

101 to 150	13	1
151 to 300	20	2
301 to 500	32	3
501 to 1000	50	5
1001 & above	80	7

## (b) Criteria for conformity

Any sample shutter failing in any one or more of the requirements inspected for as above shall be considered as defective. A lot shall be considered as having satisfied the requirements of the standard if the number of defective shutters in the sample does not exceed the corresponding permissible number of defectiveness given above.

(c) **Testing** – The shutters shall be tested for species seasoning & treatment, defects in the timber, panel material, construction & workmanship in the approved Laboratory at the frequency mentioned in CPWD specification.

If shutters are found defective in any one of the criterion double the shutter shall be tested & if found permissible can be accepted. If shutter is found defective in more than one criterion, the whole lot shall be rejected.

## (d) Finish

- i) All components of door shutter shall have smooth finish.
- ii) Panels of the door shutters shall be flat and well sanded to a smooth and level Surface.
- iii) All the surfaces of door shutters which are required to be painted or polished or varnished shall be got approved from the Engineer In Charge before applying protective coat of primer, polish or varnish.

## **Flush Doors**

#### General

The door shall be of flush type solid core marine grade with single or double shutter as the case may be.

#### Shutters

Flush door shutters shall have a solid core and may be of the decorative or non-decorative (Paintable type as per IS 2202 (Part I). Nominal thickness of shutters may be 30mm as mentioned in the BOQ. Thickness and type of shutters shall be as specified.

Width and height of the shutters shall be as shown in the drawings or as indicated by the Engineer-in-Charge. All four edges of the shutters shall be square. The shutter shall be free from twist or warp in its plane. The moisture content in timbers used in the manufacture of flush door shutters shall be not more than 12 per cent when tested according to IS 1708.

#### Core

The core of the flush door shutters shall be a marine grade block board having wooden

strips held in a frame constructed of stiles and rails. Each stile and rail shall be a single piece without any joint. The width of the stiles and rails including lipping, where provided shall not be less than 45mm and not more than 75mm. The width of each wooden strip shall not exceed 30mm. Stiles, rails and wooden strips forming the core of

a shutter shall be of equal and uniform thickness. Wooden strips shall be parallel to the stiles.

**End joints** of the pieces of wooden strips of small lengths shall be staggered. In a shutter, stiles and rails shall be of one species of timber. Wooden strips shall also be of one species only but it may or may not be of the same species as that of the stiles and rails. Any species of timber may be used for core of flush door. However, any non-coniferous (Hard wood) timber shall be used for stiles, rails and lipping.

#### Face Panel

The face panel shall be formed by gluing, by the hot-press process on both faces of the core, either plywood or cross-bands and face veneers. The thickness of the cross bands as such or in the plywood shall be between 1.0mm and 3.0mm. The thickness of the face veneers as such or in the plywood shall be between 0.5mm and 1.5mm for commercial veneers and between 0.4mm and 1.0mm for decorative veneers, provided that the combined thickness of both is not less than 2.2mm. The direction of the veneers adjacent to the core shall be at right angles to the direction of the wooden strips. Finished faces shall be sanded to smooth even texture. Commercial face veneers shall conform to marine grade plywood and decorative face veneers shall conform to type I decorative plywood in IS 1328.

#### Lipping

Lipping, where specified, shall be provided internally on all edges of the shutters. Lipping shall be done with battens of first class hardwood or as specified of depth not less than 25mm. For double leaved shutters, depth of the lipping at meeting of stiles shall be not less than 35 mm. Joints shall not be permitted in the lipping.

#### Rebating

In the case of double leaves shutters the meeting of stiles shall be rebated by 8 mm to 10 mm. The rebating shall be either splayed or square type as shown in drawing where lipping is provided. The depth of lipping at the meeting of stiles shall not be less than 30 mm.

#### **Opening for Glazing**

When required by the purchaser opening for glazing shall be provided and unless otherwise specified the opening for glazing shall be as per drawings. The bottom of the opening shall be at a height as shown in the drawings. Opening for glazing shall be lipped internally with wooden batten of width not less than 25 mm.

#### Tolerance

Tolerance on width and height shall be + 3 mm and tolerance on nominal thickness shall be  $\pm 1.2$  mm. The thickness of the door shutter shall be uniform throughout with a permissible variation of not more than 0.8 mm when measured at any two points.

Adhesive:- Adhesive used for bonding various components of flush door shutters namely, core, core frame, lipping, cross-bands, face veneers, plywood etc. and for bonding plywood shall conform to BWP type, phenol formaldehyde synthetic resin adhesive conforming to IS 848.

Tests As per CPWD Specifications.

**Fixing** As per CPWD Specifications.

## Measurements

As per CPWD Specifications.

## **STEEL WORK**

All steel work shall be carried out as per CPWD Specifications. (Volume 1) 2009 with up-to-date correction slips.

All welded steel work shall be tested for quality of weld as laid down in IS 822 : 1970 before actual execution.

## FINISHING:-

The work shall be done in accordance with CPWD Specifications -2009 Vol. I to Vol. II with up to date correction slips and the manufacturer's specifications where CPWD specifications are not available.

The quantity of paint required as per the theoretical consumption including wastages, if any, shall be procured from the approved manufacturer or his authorized dealers and deposited with the representative of the Engineer-in-Charge at site.

The paint shall be obtained in smaller packing (around 20 litre).

The paint shall be kept in the joint custody of the Department and the Contractor and day-to-day account of receipt and issue shall be maintained. However, the safe custody and watch and ward shall remain to be the responsibility of the Contractor. Nothing extra shall be payable on this account.

The name of the manufacturer, manufacturer's product identification, manufacturer's mixing instructions, warnings and instructions for handling and application, toxicity and date of manufacturing and shelf life shall be clearly and legibly mentioned on the labels of each container. These details shall be kept in record. The material shall be consumed in the order of material brought to site, first come first consume basis. The Contractor shall obtain and submit to the Department the manufacturer's certificate for compliance of the various characteristics of the materials as per the manufacturer's specifications and also copy of the manufacturer's test report for the record.

Empty containers of the paints shall not be removed from site till the completion of the work unless otherwise permitted and shall be removed only with the permission of the Engineer-in-Charge or his authorized representative at site of work.

The Contractor shall apply samples of each kind of paint for the approval of shade and colour as per the directions of the Engineer-in-Charge before procuring the paint in mass.

All incidental charges of cartage, storage, wastage, safe custody, scaffolding, cost of samples and mock ups etc. shall be borne by the Contractor and no claim, whatsoever, shall be entertained on this account.

### **GENERAL SPECIFICATIONS OF FURNITURE**

- 1. All hardware items and materials used for making furniture shall be of first quality from reputed manufacturers as per approved make and shall be got approved from Engineer-in-Charge before actual execution.
- 2. All hardware components like clamps nut / bolt / washer, screws, gasket, fitting and fixture, brackets, roller / guide / slide, casters, hardware etc. as may be required or are forming integral part of the system / basic elements / modules / units for construction / installation shall meet relevant structural and other requirements and be provided without any extra cost to the department, unless otherwise provided in item.
- 3. All wood / wood-based material shall be given appropriate anti-termite and fire retardant treatment. All the exposed surfaces of all the aluminium / MS Section / Covers etc. shall be powder coated with 50 micron thick transparent or dyed anodized in desired shade.
- 4. All the materials used for the works shall meet relevant BIS or other applicable standards (latest revision). All particle boards shall be of Exterior grade.
- 5. All basic elements / module / units shall be factory made / shop fabricated and only assembly / erection / installation shall be done at site.
- 6. All the materials brought to site shall be protected suitably, duly wrapped / packed and stored so as to avoid any damage during loading / transportation unloading / handling / installation / erection or due to weather conditions etc. at any stage.
- 7. The contractor shall provide necessary cutouts for computer, telephone and power outlets (Wherever required) as per the approved sample / shop drawing without any extra cost to the department.
- 8. All the edges of the particle boards except those which are post formed shall be sealed with PVC edge banding tape of 2mm thickness having primer at the back. The edge banding tape shall be rounded to a radius of 2mm to 3mm at edges and shall be hot melt glued on edge banding machine.
- 9. Engineer-in-Charge at his discretion can carry out following test on chairs as per BIFMA in manufacturer lab. The contractor shall not charge anything for testing. Manufacturer are requested to furnish test certificate for following test carried for present lot or earlier lot of chair as required by Engineer-in-Charge.
  - (1) Back durability test cyclic.
  - (2) Seating impact test cyclic.
  - (3) Castor Durability test.
- 10. Fabric to be used for manufacturing of Chair / sofas shall be of reputed brand as approved by Engineer-in-Charge.
- 11. Contractor shall provide PU foam of density as prescribed in item and high quality leatherette of GSM (as prescribed in item) in the chairs.

## SPECIAL CONDITIONS FOR FURNITURE

- 1. The Contractor should see the site carefully before quoting the rates in the tender.
- 2. Specific drawings with exact dimensions shall be finalized before execution according to requirement.
- 3. The colour and shade of the particle board shall be got approved from the Engineer-in-Charge prior to fabrication of furniture.
- 4. The fabrication of sample of each item of furniture shall be carried out as per approved sample available with the Engineer-in-Charge before starting mass fabrication.
- 5. The agency shall keep the Engineer-in-Charge informed about progress of work during manufacturing to enable him to have effective quality control.
- 6. Wherever the testing of any material shall be required the sample shall be collected and got tested from the approved laboratory whose testing charges shall be born by the department. In case of failure of sample, the testing charges shall be born by the contractor and material shall be rejected and removed. Testing may also be carried out at the description of the Engineer-in-Charge, from the lot of finished product brought at site by the contractor. The sample shall be carried to the approved laboratory for testing by the contractor at his own cost.
- 7. The site for placing / fixing the furniture may be at one or more places at any floor level for which nothing extra shall be paid.
- 8. The contractor shall be fully responsible for rectifying any defect or replacing any damaged panel or hardware fittings, which may happen during the use up to two years from the date of completion of work. The guarantee @ 2% of the cost work shall be with held from final bill. The guarantee of 2% shall be refunded after two years from the date of completion of work, if no defects are observed in the said period or if the defects have been rectified in pursuant in the agreement to the entire satisfaction of Engineering-in-Charge. This is in addition to the security deposit recoverable from running and final bill as per contract clause.
- 9. The rate shall be inclusive of all materials, labour and charge of machineries, GST, incidental expenses, transportation and placing / fixing in position.
- 10. All the malba generated shall be disposed off by the contractor to the dumping ground approved and as directed by the Engineer-in-Charge for which nothing extra shall be paid. The site shall be kept neat and clean during and after the completion of the work.
- 11. The dismantling / demolishing wherever required shall be done in a manner that portion of the building or its fixtures are not damaged. If any damages is caused to the building and or its fixtures,

it will be made good by the contractor at his own cost. No claims whatsoever will be entertained on this account.

- 12. All the serviceable materials obtained from dismantling will be the property of the department and will be stacked at the site / deposited at enquiry office / stores as directed by the Engineer-in-Charge for which no extra payment shall be made.
- 13. The contractor shall make his own arrangements for obtaining electric connections if required and make necessary payments directly to the department concerned.
- 14. Other agencies doing works related with this project will also simultaneously execute the works and the contractor shall make necessary adjustment for the same.



- 15. Restrictions may be imposed by the security staff etc. on the working and for movement of labour and material etc. The contractor shall be bound to follow all such restrictions / instructions and nothing extra shall be payable on this account.
- 16. The contractor shall be all incidental charges for cartage, storage and safe custody of materials issued by the department.
- 17. The contractor shall comply with proper and legal orders and direction of the local or public authority or municipality and abide by their rules and regulations and pay all fees and charges which may be liable.
- 18. Unless otherwise provided in the schedule of quantities, the rates tendered by the contractors shall be inclusive of all materials, labour, Machinery charges, GST, value added tax etc. as on date of opening of tenders, incidental expenses, packing charges, transportation to site and fixing in position at various places / floors in the building. No claim what so ever on this account shall be entertained afterward.
- 19. labour welfare cess @ 1% of the contract value shall be deducted at source and TDS certificate will be issued.
- 20. The contractor shall procure and provide all the materials from the manufacturers / suppliers 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 specific 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 such case, 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 produced only after the written approval of Engineer-in-Charge.

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

In consideration of the President of India (hereinafter called "The Government") having offered to accept the terms and conditions of the proposed agreement between \_\_\_\_\_ and \_\_\_\_\_ (hereinafter called "the said contractor(s)" for the work (hereinafter called "The said agreement") having agreed to production of a irrevocable Bank Guarantee for Rs. (Rupees only) as 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 \_\_\_\_\_only) on demand by the Government. (Rupees Rs. do hereby undertake to pay the amounts due and 2. We 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

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) form 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 Rs.\_\_\_\_\_\_ (Rupees \_\_\_\_\_\_\_ only) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.

Dated the \_\_\_\_\_day of \_\_\_\_\_for \_\_\_\_\_. (indicate the name of Bank)

## LIST SHOWING PREFERRED BRANDS/ MANUFACTURERS/MAKES

NOTE: - 1) A List of Preferred Brand Names of Various Materials / Products are shown below for usage in execution of Work. However, Approved equivalent material of any other Specialized Companies / Firms may also be used, in case it is established that the Brands Specified below are not available in the market or in other unavoidable circumstances and subject to Approval of the alternate Brand by the Engineer- In -charge.However, in case, the equivalent model so approved, is cheaper than the model already mentioned in item/approved makes list, the price adjustment will be made based on the difference in market rate. In case, the rate of subsequently approved model is more, no extra payment will be made on this account.

2) It must be ensured, in general, that all materials to be used in the works shall bear BIS Certification mark. In cases where for a particular material/product, BIS Certification Mark is not available, then the material proposed to be procured can be used subject to the condition that it should conform to CPWD Specifications and relevant BIS codes. In such cases written approval of the Engineer-in -Charge shall be obtained before use of such material in their works.

3) The list given below does not absolve the Executing Agency from their responsibility for using these products. It is only after, they are satisfied about the quality and performance, the products shall be used. To achieve this, proper check on the quality of the product, actually to be used, should be exercised.

4) The Registrar, SPA Vijayawada reserves the right to add or delete any materials and brands in the list of approved makes. However, in case, the equivalent model so approved, is cheaper than the model already mentioned in item/approved makes list, the price adjustment will be made based on the difference in market rate. In case, the rate of subsequently approved model is more, no extra payment will be made on this account.

SL NO	MATERIALS	PREFERRED MAKE
1)	Ordinary Portland Cement / Portland Pozzolana Cement	ACC, Ultratech, Shree Cement, Ambuja, JayPee Cement, Vikram, Centuary, Maha, Penna Cement, Birla Cement, M/s Dalmiya Cement (Bharat) Itd., Chennai, J.K. Cement, Bharathi Cement Corporation pvt. Ltd, Sagar Cement, M/s. Orient Cement Limited, KCP,M/S Chettinad cement corporation Pvt .Ltd, Nagarjuna Cementand brands approved by ADG (SR-I) till date of invitation of tenders.
2)	White Cement	Birla, J.K. White, Travancore.
3)	Reinforcement steel	RINL, SAIL, TATA STEEL Ltd., JSW STEEL Ltd., JINDAL STEEL & POWER Ltd.
4)	Plain / Prelaminated Particle Board	ECO Board, TESA Action Co., Kitlam.
5)	Ply wood	Kitply, Centuryply, Archidply, Sonear, Greenply, Merino, Anchor Ply.
6)	Laminates	Kitply, Centuryply, Archidply, Sonear, Greenlam, Merino, Formica, Decolam.

7)	Veneers	Kitply, Centuryply, Archidply, Sonear.
8)	Flush Door Shutters	Raavela Doors, Standard Doors, Kitply, Kutty, M/s Nagarjuna Doors., ITPL, Green Ply, Archid
- 1		Ply, Century, Anchor.
9)	M.S. Rectangular Structural Sections (RHS)	TATA, SAIL,RINL, JINDAL STEEL & POWER Ltd., JSW.
10)	Water Proofing Compound	Ardex Endura, Fosroc, CICO, Pidilite, BASF, Laticrete,
11)	RCC Door Frames	Ambience Industries, Ventura, Pull Cast.
12)	Ceramic Floor /Dado Tiles (Digital Series)	Kajaria, Nitco, H&R Johnson, Somany, Orient Bell, RAK.
13)	Vitrified Tiles	Kajaria, Nitco, H&R Johnson, Mudreshwar Ceramics, Somany, Orient Bell, RAK.
14)	Tile Adhesives	Ardex Endura, Latecrete, Weber, Roff.
15)	Aluminium Extruded sections	Jindal, Hindalco, Indian Aluminium Co.
16)	Aluminium Composite Panels (ACP)	ALSTRONG, ALCOBOND, Euro Bond, Aludecor
17)	Float/Plain/Tinted/Tempered Glass.	Modi, Saint Gobain, Asahi, Atul, Glower Bell, Hindustan Pilkington.
18)	Structural Glazing	Modi, Saint Gobain, Asahi.
19)	Grout Compound/ Epoxy Grouts	Ardex Endura, Latecrete, Weber, Fosroc, M/s PidiliteIndustires, Roff, BASF.
20)	Cement Based Wall putty	Ardex Endura, Birla Wall Care, J.K. Wall putty, Sarah, Asian Paints,
21)	G.I/MS Pipes	TATA/ Prakash Surya/ Jindal/ Zenith/ Apollo.
22)	Gun metal valves	Zoloto, Leader, SANT.
23)	C.I. Sluice Valves	Kirloskar, Leader, Zoloto, BURN, IVS
24)	PTMT fittings/ fixtures	Prayag, Shakti
25)	C.P. Brass fittings/ fixtures	Jaquar (Continental Series), Marc (Oriental Series), Parko, ESS, Kingston, Parryware makes.
26)	U.P.V.C/C.P.V.C pipes & specials	Ashirvad, Prince,Supreme, Finolex, Astral, Sudhakar.
27)	Vitreous China Sanitary ware	Parryware, Neycer, Hindware, Cera, Jaguar.
28)	Stainless Steel Sinks	Nirali, Gilma,Kaff, Hindware, Johnson.
29)	Paints/ Primer	ICI Dulux, Asian Paints, Berger, Nerolac, Snowcem India, Nippon.
30)	Centrifugally Cast (spun) Pipes & Fittings (Sanitary Pipes)	NECO (Jaiswal), Babulal Bajaj Iron Foundry Mathura (HIF), Singhal Iron Foundary (SKF), HEPCO castings, BIC.
31)	Centrifugally Cast (spun) Pipes (LA) & Fittings ( Water Supply Pipes)	Electro steel, Kesoram, LANCO Industries.
32)	Steel Windows/ Steel Frames	Madhu Industries, Banglore, San Harvic, Ahmadabad/Baroda.
33)	Cement Bonded Particle Board	BISON Boards of NCL Co.
34)	Mirror Glass.	Modi Guard, Atul, Golden Fish
35)	Stainless Steel Friction stay hinges	Hafele, Earl Bihari or equivalent
36)	Fire Resistant Flush doors	Kutty doors, Romat, Navair
37)	Dash/ Anchor Fasteners	HILTI, Fischer or equivalent

38)	Calcium Silicate False Ceiling Tiles	Aerolite Co. or equivalent
39)	Gypsum Board False Ceiling Tiles	Saint Gobain, Boral Board, Amstrong Co., Lafarge, Vans Gypsum.
40)	Mineral Fabre Board False Ceiling Tiles	Armstrong Co./ Dexune.
41)	UPVC Doors, windows& accessories.	Fenesta, Kommerling, Rehau, APARNA, PRIME (Mfd. by ECO-CARE Building Products Pvt Ltd), Duro plast UPVC.
42)	High Density Fibre (HDF) Pre- laminated boards	Pergo, Armstrong.
43)	Sensor Based Auto Flush Systems	A O S Systems, TOTO, Parryware, Hindware, Grohe, Kochler.
44)	False Flooring System	KEBAO, PINNACLE Access Floor System
45)	Factory made CC Inter locking Paver Blacks/ Kerb Stones.	NITCO, Classic Tiles, UNITILE, NTC.
46)	Anodised / Powder Coated Aluminium Fittings / Fixtures	Classic, Crown, Everite, Jyoti, Shakti.
47)	Precoated Galvanised Iron Profile Sheets	Pennar Sheets, TATA Blue scope, Nippon Steel.
48)	PVC (Prelaminated) Doors	Rajshri Plastiwood, Accura Polytech Pvt. Ltd.
49)	PVC (Prelaminated) Door Frames	Rajshri Plastiwood, Accura Polytech Pvt. Ltd., Polyline Duraplast, DhabriyaPolywood Ltd.
50)	Actactic Polypropylene (APP) Modified Water Proof Membrane	S T P, Bitumat Co. Ltd.
51)	Stainless Steel Wire Mesh	Champion Make/Gkd/Wmw
52)	Admixtures / plasticizers	Fosroc, MC Bauchemie, CICO, Sika/MBT.
53)	Structural Steel Sections	TATA, Jindal, Prakash.
54)	Bitumen	Indian Oil, Hindustan Petroleum Corporation.
55)	Hydraulic Door Closers / Floor Springs	Godrej, Hardwyn, Everite, Magnum, Doorset, Hafele, Hettich.
56)	Steel Nuts, Bolts and Screws	Atul, Hilti .
57)	Precast Terrazo Tiles	NITCO, Hindustan, Modern.
58)	Precast Chequered Tiles	NITCO, Hindustan.
59)	Precast Cement Concrete Tiles	NITCO, Hindustan, Classic.
60)	Adhesive / Glue	PidiliteIndusties ( Fevicol), Dunlope, VAM Organic .
61)	Water Proofing Cement Paint	Snowcem India, ICI Dulux, Berger Paints.
62)	Fire Clay Sinks with or without Drain Board	Sunfire, Parryware.
63)	RCC Non Pressure (NP-2) Pipes	Indo., Hindustan, Balaji Pipe Industries, Indian Hume Pipes Ltd.
64)	Factory Made SFRC (RCC) Manhole Covers	Indo, Balaji Pipe Industries.
65)	CI Manhole Covers	SKF, HIF,Neco
66)	Unglazed Heavy Duty Vitrified Tiles	Somany ( Dura Gres ), Kajaria (Pavigres).
67)	Unglazed Heavy Duty Paver/Parking Tiles	Somany ( Dura Stone ), Johnson (Endura),
68)	Spider Fittings for Structural Glazing	Dorma, Sevax.

69)	PVC Water Storage Tanks	Sintex, Durocon, Polycon.
70)	Poly Sulphide Sealant	Pidilite Industries, Tuffseal, Choksey chemicals.
71)	Structural and Weather Sealants	Dow Corning, Wacker.
72)	Adhesive Tape	Norton
73)	Hardeners	Ardex Endura/Ironite/Ferrok/Hardonate/
, 0)		Fosroc
74)	Glass Mosaic Tiles	Palladio/Coral/Mridul/Bisazza
75)	Water Based Melamine Polish	Asian Paints/Pidilite Industries/IciDulux
76)	Ball Bearing Hinges And Spring	Dorma/Hafele/Geze/Magnum/
,	Hinges	Doorset/Hettich.
77)	Stainless Steel Screws	Kundan/Arrow/Nettlefold/Gkw.
78)	Pu Enamel Metallic Paints On Ms Structure	Skk/Oikos/Acro/Asian.
79)	Clamp System For Dry Stone Cladding	Hilti/Fischer/Bosch
80)	Locks In Cabinets, Furniture	Hettich/Blum/Hafele
81)	Four Point/Multi Point Locking Handle	Hefele/Alu-Alfa/Geze/Dorma
82)	Rockwool/Glass Wool Insulation	Twigafiber/Llyod Insulation / Supreme
83)	EPDM Gasket	Hanu/Anand
84)	All Types of PVC Flooring	LG Hausys/Ger Flor/Armstrong
85)	Upvc Pipes & Fittings	Supreme/Prince/Astral/Kisan/Finolex, Sudhakar, Ashirwad.
86)	Polymer/ bended synthetic wax Based Curing Compounds	ARDEX ENDURA /FOSROC/SIKA/BASF
87)	Autoclaved aerated cement blocks	M/s Hyderabad Industries Limited, M/s Ultratech India Limited, M/s. Siprox India Limited, PRIME AAC Blocks of ECO-CARE Building Products Pvt Ltd.
88)	Seismic Separation Joint (Expansion Joint System)	Sanfield, Tristar, Hercules
89)	Acrylic polymer modified cement coating.	ARDEX ENDURA, FOSROC, BASF, Sika, CICO.
90)	Polycarbonate Sheets	GE Plastic, EVEREST.
91)	Stainless Steel Railings/ Accessories etc;	DORMA, D-Line, Jindal Stainless Steel Ltd., ESSAL.
92)	Ready Mix Concrete (RMC)	Ultratech, ACC, Laffarge, RMC, VNS Readymix, Navayuga Infratech (India) Pvt. Ltd.,
93)	Fly ash Cement Bricks	Perfect Brick Industries, Sri Hanuman Bricks, KSP industries, Prakash International Limited, NUBRIC.
94)	Pre coated GI sandwich profile roofing sheets	JSW, KIRBY, Lloyd Industries (India) Ltd., ALFA PEB Ltd., Metecno India Pvt. Ltd.
95	Wooded and steel Furniture	M/s Godrej, M/s Steel case, M/s Wipro, M/s Featherlite, M/s Methodex ,M/s Nilkamal Ltd

# LIST OF PREFERRED MAKES OF MATERIAL FOR FURNITURE WORK

SI.No.	Material	Preferred Make
1.	Stainless Steel Hardware	(a) Ozone
		(b) Hettich
		(c) Earl Bihari Pvt. Ltd.(EBCO)
2.	Laminated Sheet	(a) Merino (f) Century
		(b) Formica (g) Royal touch
		(c) Greenlam (h) Kit ply
		(d) Decolam
		(e) Green Ply
3.	Aluminum Alloy Extruded Section	(a) Hindalco
		(b) Indalco
		(c) Jindal
4.	Locks	(a) Godrej
		(b) Dorma
		(c) Earl Bihari Pvt Ltd. (EBCO)
		(d) Hettich
		(e) Hardwyn
5.	Powder coated / Steel Hardware's	(a) Earl Bihari Pvt Ltd. (EBCO)
		(b) Hettich
		(c) Dorma
6.	MDF prelaminated / prelaminated	(a) Merino (f) Novopan
	Particle Board / Particle Board-	(b) Orchid (g) Kitlam
	exterior grade	(c) Greenlam (h) Ecoboard
		(d) National Plywood (i) Associated
		(e) Century (j) Kitply
7.	Glass Partition	(a) Saint gobain
		(b) Modi Guard
		(c) Atul
		(d) Asahi
8.	Fabric	(a) Classic
		(b) Colorays
		(c) U-like

Validate Print Help

Item Rate BoQ

Rates To be quoted in CPPP not here

Tender Inviting Authority: School of Planning and Architecture, Vijayawada

Name of Work: Providing and fixing Furniture for Hostel blocks of SPAV at ITI road, Vijayawada

Contract No: 32/EO/SPAV/e-tender/Furniture/2019-20

Name of the Bidder/ Bidding Firm / Company :	
	PRICE SCHEDULE

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only ) Work order will be given to the lowest bidder(s) combined for all the items.

	TEXT <mark>#</mark>	NUMBER #	TEXT #	NUMBER #	NUMBER #	TEXT #
SI. No.	Item Description	Quantity	Units	RATE In Figures inclusive of all TaxesTo be entered by the Bidder in Rs. P	TOTAL AMOUNT inclusive of all Taxes in Rs. P	TOTAL AMOUNT In Words

EE

1	2	4	5	13	53	55
1	Hostel Furniture items					
1.01	Providing and fixing of MS Metal Cot: Overall size 2050x900x700 (ht),height from ground to bed floor 468 mm. Height of Head side frame from the ground is 700 mm, Height of Leg side frame from the floor is 568 mm, Cot sheet made of 14 gauge MS sheet bent all around at the edges as per sample ,supporting member below cot sheet for full length of cot made of MS sheet of size 30mmx30 mm 14 gauge with 90 degrees bent MS sheet welded to cot sheet bottom, Outer frame on head and leg sides made of 11/4"x1.2 mm thick MS pipe ,supporting vertical members for Outer frame made of MS tube 3/4" x 1.2 mm thick ,head and leg board horizontal members with MS pipe support 1"x1 mm thick with complete grey colour powder coated finish for the complete cot and PVC bushes for legs complete as per sample and per directions of Engineer-in-charge.	25.000	Nos	Do not Quote here	0.00	INR Zero Only

1.02 Total in Figures	Providing Modular Table from Approved brand and manufacture of following specifications. : Overall Size : 1050 mm (L) x 600 mm (W) x 740 mm (H) Table top :25mm Thick Prelam Particle Board of E2 Grade - Std Grade - Exterior with 2mm PVC Edge Banding. Legs of - 50x50mm Sq CRCA MS Pipe of 2mm thickness & Tie Member - 80 x 40mm MS pipe structure made of 1.6mm thick CRCA duly powder coated. Prelaminated Modesty of - 18mm Thick Prelaminate Particle Board of E2 Grade - Std Grade - Exterior with PVC Edge Banding. Pencil Drawer - 300LX300DX75HT of Metal Body with Prelaminated particle board , Fascia Carcass - 0.8 mm thick MS CRCA with powder coated finish of 50 - 60 microns DFT, Drawers fixed by Telescopic Slides. Prelaminated Particle board of E2 Grade - Std Grade - Exterior with 2mm PVC Edge Banding, Complete as per sample and per directions of Engineer-in-charge	289.000	Nos	Do not Quote here	0.00	INR Zero Only	
5						,	
Quoted Rate in Words			INR Zero Only				