

**GOVERNMENT OF PUDUCHERRY**

**YANAM MUNICIPALITY**

**YANAM**

**FORM – 6**

**NOTICE INVITING TENDER**

**NOTICE INVITING TENDER**

Tender for the work : ***Laying approach road and repairs to compound wall in Mettakuru burial ground, Yanam***

Approximate Cost Put to tender : **Rs.13,82,408/-.**

Earnest Money Deposit : **Rs.27,648/-**

This Tender contains : **68 Pages including 5 pages of schedule 'A' only.**

Date of Tender : **24-12-2008**

Time Allowed for the work : **6 Months including monsoon period.**

**COMMISSIONER  
YANAM MUNICIPALITY  
YANAM**

Name of the Contractor :

Class of Contractor :

Date of application for tender :

Date of Receipt of application :

Date of Issue of Tender :

Receipt of EMD remitted :

**COMMISSIONER  
YANAM MUNICIPALITY  
YANAM**

**Form 6**

**GOVERNMENT OF PUDUCHERRY  
YANAM MUNICIPALITY  
NOTICE INVITING TENDER**

1. Item rate tenders / ~~Percentage rate tenders~~ are invited on behalf of the President of India from approved and eligible contractors of C.P.W.D. and those of appropriate list of P & T, M.E.S. and Puducherry State P.W.D., for the work of ***“Laying approach road and repairs to compound wall in Mettakuru burial ground, Yanam”***

The enlistment of the contractors should be valid on the last date of sale of tenders. In case only the last date of sale of tender is extended the enlistment of contractor should be valid on the original date of sale of tenders. In case both the last date of receipt of application and sale of tenders are extended the enlistment of contractor should be valid on either of the two dates, i.e. original date of sale of tender or on the extended date of sale of tenders.

1.1 The work is estimated to cost **Rs.13,82,408/-**. This estimate, however, is given merely as a rough guide.

1.2 Tender will be issued to eligible contractor registered in Puducherry and Non-PWD contractors who produce definite proof from the appropriate authority, which shall be to the satisfaction of the competent authority, of having satisfactorily completed works during the last five years.

For the purpose of this clause “works” means the works of ***“Laying approach road and repairs to compound wall in Mettakuru burial ground, Yanam”***

2. Agreement shall be drawn with the successful tenderer on prescribed Form No. 7/8 which is available with Yanam Municipality, Yanam. Tenderer shall quote his rates as per various terms and conditions of the said form, which will form part of the agreement.

3. The time allowed for carrying out the work will be 6 months including monsoon period from the tenth day after the date of or from the first date of handing over of the site, whichever is later, in accordance with the phasing, if any, indicated in the tender documents.

4. The site for the work is available.

OR

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

5. Receipt of applications for issue of forms will be stopped by 4:00 P.M. four days / three days before the date fixed for opening of tenders. Issue of tender forms will be stopped three / two days before the date fixed for opening of tenders.

6. Tender, which should always be placed in the sealed enveloped with name of work and due date written on the envelops will be received by the Commissioner, Yanam Municipality, Yanam upto 3:30 PM on **24-12-2008** and will be opened by him or his authorized representative in his office on the same day at 4:00 PM. 24-12-2008.

7. Tender, documents consisting of plans, specifications, the schedule of quantities of the various classes of work to be done and the set of terms and conditions of contract to be complied with by the contractor whose tender may be accepted and other necessary documents can be seen in the Office of the Commissioner, Yanam Municipality, Yanam between 11:00 a.m. and 4:00 p.m. from 2-12-2008 to 22-12-2008 every day except on Saturdays, Sundays and Public Holidays. Tender documents, excluding standard form, will be issued from his office, during the hours specified above, on payment of the following :-

(i) Rs 500/- (+) plus 4.00 % V.A. T in cash of tender and

(ii) Earnest Money of **Rs.27,648 /-** (in cash upto Rs. 10,000/-) / Receipt Treasury Challan / Deposit at Call receipt of a scheduled Bank / Fixed Deposit Receipt of a Scheduled Bank / Demand Draft of a Scheduled Bank issued in favour of the Commissioner, Yanam Municipality, Yanam. When amount of Earnest Money is more than Rs. 5.00 lakhs, part of Earnest Money is acceptable in the form of Bank Guarantee also. In such case, minimum 50% of Earnest Money (but not less than Rs. 5.00 lakhs) or Rs. 25 lakhs, which ever is less will have to be deposited in shape prescribed above. For balance amount of Earnest Money, Bank Guarantee will also be acceptable.

8. The description of the work is as follows :-

Copies of other drawings and documents pertaining to the works will be open for inspection by the tenderers at the office of the above-mentioned officer. Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to the nature of the ground and sub-soil (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. A tenderer shall be deemed to have full knowledge of the site whether he inspects it and no extra charges consequent on any misunderstanding or otherwise

shall be allowed. The tenderer shall be responsible for arranging and maintaining at his own cost all materials, tools and 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 tender by a tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plant, etc., will be issued to him by the Yanam Municipality and local conditions and other factors having a bearing on the execution of the work.

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

The competent authority also reserves its right to allow to the Central Government Public Sector Enterprises, Joint Venture with CPSE holding 51% equity or more, a purchase preference with reference to the lowest valid price bid, where the quoted price is within 10% of such lowest price in a tender, other things being equal, in case of tenders / quotations whose date of receipt is upto 31-3-2005 subject to the estimated cost being of Rupees Five Crore and above.

The Public Enterprises who avail benefit of the purchase preference would be subjected to adequate penalties for cost over runs etc.

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

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

12. The contractor shall not be permitted to tender for works in Yanam Municipality, Yanam (responsible for award and execution of contracts) in which his near relative is posted as Divisional Accountant or as an officer in any capacity, between the grades of Superintending Engineer and Assistant 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 Public Works Department, Puducherry. Any breach of his condition by the contractor would render him liable to be removed from the approved list of contractors of this department.

13. No Engineer of gazetted rank or other gazetted officer employed in Engineering or Administrative duties in an Engineering Department of the Government of Puducherry is allowed to work as a contractor for a period of two years after his retirement from Government service, without the previous permission of the Government of Puducherry in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of the Government of Puducherry as aforesaid before submission of the tender or engagement in the contractors service.

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

15. This notice inviting tender shall form a part of the contract document. The successful tenderer / contractor, on acceptance of his tender by the Accepting Authority, shall within 10 days from the stipulated date of start of the work sign the contract, consisting of ---

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

(b) Standard Form 7/8

*Signature of Commissioner*  
For and on behalf of President of India

GOVERNMENT OF PUDUCHERRY  
YANAM MUNICIPALITY

STATE : PUDUCHERRY  
YANAM

REGION : Yanam

DIVISION: Yanam Municipality

**PERCENTAGE RATE TENDER/ ITEM RATE TENDER AND CONTRACT FOR WORKS**

**(A) Tender for the work of “*Laying approach road and repairs to compound wall in Mettakuru burial ground, Yanam*”.**

(i) To be submitted by **3:30 p.m. on 24-12-2008** to the Commissioner,  
Yanam Municipality, Yanam.

(ii) To be opened in presence of tenderers who may be present at **4:00 p.m. on 24-12-2008**

in the Office of the Commissioner, Yanam Municipality, Yanam.

Issued to

.....  
(Contractor)

Signature of Officer issuing the documents -----

Designation.....

Date of issue

**TENDER**

I/We have read and examined the notice inviting tender, Schedules A, B, C, D, E and F. Specifications applicable, drawings and designs, general rules and directions, conditions of contract, clauses of contract, special conditions, schedule of rates and 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 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 sixty (60) days from the due date of submission thereof and not make any modifications in its terms and conditions. A sum of **Rs. 27,648/-** has been deposited (in Cash upto Rs. 10,000/-) / Receipt Treasury, Challan / Deposit at call Receipt of a Scheduled Bank as earnest money. If I/We fail to furnish the prescribed Performance guarantee. I/We agree that the said Commissioner, Yanam Municipality, Yanam or his successors in the office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely otherwise the said earnest money shall be retained by him towards security deposit to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered, up to maximum of the percentage mentioned in Scheduled in Schedule 'F' and those in excess of that limit at the rates to be determined in accordance with the provision contained in Clauses 12.2 and 12.3 of the tender form.

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

I/We agree that should I/We fail to commence that work specified in the above memorandum, and amount equal to the amount of the earnest money mentioned in the form of invitation of tender and the performance guarantee shall be absolutely forfeited to the President of India or his successors in office and the same may at the option of competent authority on behalf of the President of India be recovered without prejudice to any other right or remedy available in law out of the deposit in so far as the same may extend in terms of the said bond and in the event of deficiency out of any other money due to me/us under this contract or otherwise.

Dated.....  
Witness  
address:

Signature of Contractor  
Postal

**PERCENTAGE RATE TENDER FOR CONSTRUCTION WORKS**

I/we hereby tender for the execution for the president of India of the work specified in the underwritten memorandum within the time specified in such memorandum at an amount of Rs.....(Rupees.....)i.e.....percent. below/Above the rates entered in the schedule 'A' and in accordance in all respects with the specifications, design, drawings and instructions in writing referred to in Rule 1 hereof and in clause 11 of the conditions of the contract and with such materials as are provided for , and in all other respects in accordance with such conditions as far as applicable. I/We hereby agree to the accordance with such conditions as for as applicable. I/we hereby agree to the percentage mentioned above being deducted from/added to the gross amount of the bills for work done.

Date:

Signature of contractor  
Postal address:

**ACCEPTANCE**

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

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

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

*For and on behalf of president of India*

Signature.....

Dated.....

Designation.....

**GOVERNMENT OF PUDUCHERRY  
YANAM MUNICIPALITY  
GENERAL RULES AND DIRECTIONS**

1. All works proposed for execution by contract will be notified in a form of invitation to tender pasted in public places and signed by the officer inviting tender or by publication in newspapers as the case may be.

This form will state the work to be carried out, as well as the date for submitting and opening tenders and the time allowed for carrying out the work, also the amount of earnest money to be deposited with the tender and the amount of the security deposit to be deposited by the successful tenderer and the percentage, if any, to be deducted from the bills. Copies of the specification, designs and drawings and any other documents required in connection with the work signed for the purpose of identification by the officer inviting tender shall also be open for inspection by the contractor at the office of officer inviting tender during office hours.

2. In the event of the tender being submitted by a firm, it must be signed separately by each partner thereof or , in the event of the absence of any partner, it must be signed on his behalf by a person holding a power-of-attorney authorizing him to do so, such power –of-attorney to be produced with the tender, and it must disclose that the firm is duly registered under the Indian Partnership Act, 1952.

3. Receipts for payment made on account of work, when executed by a firm, must also be signed by all the partners, except where the contractors are described in their tender as a firm, in which case the receipts must be signed in the name of the firm by one of the partners, or by some other person having authority to give effectual receipts for the firm.

4. Any person who submits a tender shall fill up the usual printed form, stating at what rate he is willing to undertake each item of the work. Tenders, which propose any alteration in the work specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other conditions of any sort, will be liable to rejection. No single tender shall include more than one work but contractors who wish to tender for two or more works shall submit separate tender for each. Tenders shall have the name and number of the work to which they refer, written on the envelopes.

The rate(s) must be quoted in decimal coinage. Amounts must be quoted in full rupees by ignoring fifty paise and less and considering more than fifty paise as rupee one.

4A. In case of Percentage Rate tenders, tender shall fill up the usual printed form, stating at what percentage below / above (in figure as well as in words) the total estimated cost given in Schedule of Quantities at Schedule 'A', he will be willing to execute the work. Tenders, which propose any alteration in the work specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other conditions of any sort, will be liable to rejection. No single tender shall include more than one work, but contractors who wish to tender for two or more works shall submit separate tender for each. Tender shall have the name and number of the works to which they refer, written on the envelopes.

5. The officer inviting tender or of his duly authorized Assistant will open tenders in the presence of any intending contractors who may be present at the time, and will enter the amount of the several tenders in a comparative statement in a suitable form. In the event of a tender being accepted, a receipt for the earnest money forwarded therewith shall their upon be given to the contractor who shall thereupon for the purpose of identification sign copies of the specifications and other documents mentioned in Rule – 1. In the vent of a tender being rejected, the earnest money forwarded with such unaccepted tenderers shall thereupon be returned to the contractor remitting the same, without any interest.

6. The officer inviting tenders shall have the right of rejecting all or any of the tenders and will not be bound to accept the lowest or any other tender.

7. The receipt of an Accountant or Clerk for any money paid by the contractor will not be considered as any acknowledgment or payment to the officer inviting tender and the contractor shall be responsible for seeing that he procures a receipt signed by the officer inviting tender or a duly authorized cashier.

8. The memorandum of work tendered for and the schedule of materials to be supplied by Yanam Municipality and their issue rates shall be filled and completed in the office of the officer inviting tender before the tender form is issued. If a form is issued to an intending tenderer without having been so filled in and incomplete, he shall request the office to have this done before he completes and delivers his tender.

9. The tenderers shall sign a declaration under the Officials Secret Act, 1923 for maintaining secrecy of the tender documents, drawings or other records connected with the work given to them. The unsuccessful tenderers shall return all the drawings given to them.

10. In the case of item rate tenders, only rates quoted shall be considered. Any tender containing percentage below/above the rates quoted is liable to be rejected. Rates quoted by the contractor in item rate tender in figures and words shall be accurately filled in so that there is no discrepancy in the rates written in figures and words. However, if a discrepancy is found, the rates which correspond with the amount worked out by the contractor shall unless otherwise proved be taken as correct. If the amount of an item is not worked out by the contractor or it does not correspond with the rates written either in figures or in words then the rates quoted by the contractor in words shall be taken as correct. Where the rates quoted by the contractor in figures and in words tally but the amount is not worked out correctly, the rates quoted by the contractor will unless otherwise proved be taken as correct and not the amount.

10A. In case of Percentage Rates Tenders only percentage quoted shall be considered. Any tender containing item rates are liable to be rejected. Percentage quoted by the contractor in Percentage Rate Tender shall be accurately filled in figures and words, so that there is no discrepancy. However, if the contractor has worked out the amount of the tender and if any discrepancy is found in the percentage quoted in words and figures, the percentage which corresponds with the amount worked out by the contractor shall, unless otherwise proved be taken as correct. If the amount of the tender is not worked out by the contractor or it does not correspond with the percentage written either in figures or in words, then the percentage quoted by the contractor in words shall be taken as correct. Where the percentage quoted by the contractor in figures and in words tally but the amount is not worked out correctly, the percentage quoted by the contractor will, unless otherwise proved, be taken as correct and not the amount.

11. In the case of any tender where unit rate of any item/items appear unrealistic, such tender will be considered as unbalanced and in case the tender is unable to provide satisfactory explanation such a tender is liable to be disqualified and rejected.

12. All rates shall be quoted on the tender form. The amount for each item should be worked out and requisite totals given. Special care should be taken to write the rates in figures as well as in words and the amount in figures only, in such a way that

interpolation is not possible, the total amount should be written both in figures and in words. In case of figures, the word 'Rs.' should be written before the figure of rupees and word 'P' after the decimal figures, e.g. Rs. 2.15 P and in case of words, the word, 'Rupees' should precede and the word 'Paise' should be written at the end. Unless the rates is in whole rupees and followed by the word 'only' it should invariably be up to two decimal places. While quoting the rate in schedule of quantities, the word 'only' should be written closely following the amount and it should not be written in the next line.

12A. In Percentage Rate Tender, the tenderer shall quote percentage below/above (in figures as well as in words) at which he will be willing to execute the work. He shall also work out the total amount of his offer and the same should be written in figures as well as in words in such a way that no interpolation is possible. In case of figures, the word 'Rs.' should be written before the figure of rupees and word 'P' after the decimal figures. e.g. Rs. 2.15 P and in case of words, the word 'Rupees' should precede and the word 'Paise' should be written at the end.

13. The contractor shall be required to deposit an amount equal to 5% of the tendered value of the work as performance guarantee in the form of an irrevocable Bank Guarantee bond of any Scheduled Bank or State Bank of India in accordance with the form prescribed or in cash or in the form of Government security fixed deposit receipt etc., as in the case of recovery of security deposit within 15 days of the issue of letter of intent but before award of work. This period can be further extended by the Commissioner, Yanam Municipality up to a maximum period of 7 days on written request of the contractor.

13A. A sum @ 10% of the gross amount of the bill shall be deducted from each running bill of the contractor till the sum along with sum already deposited as earnest money will amount to security deposit of 5% of the tendered value of the work (bank Guarantee is not to be accepted as security deposit).

14. On acceptance of the tender, the name of the accredited representative(s) of the contractor who would be responsible for taking instructions from the Engineer-in-Charge shall be communicated in writing to the Engineer-in-Charge.

15. Sales tax, Purchase tax, Turnover tax or any other tax on material in respect of this contract shall be payable by the contractor and Yanam Municipality will not entertain any claim whatsoever in respect of the same. The work is covered under section 78 of

Puducherry Value Added Tax ordinance 2007 and hence the contractors liable to pay VAT at 2.80 % of work done.

16. The contractor shall give a list of both Gazetted and Non-Gazetted Yanam Municipality employees related to him.

17. The tender for the work shall not be witnessed by a contractor or contractors who himself/themselves has/have tendered or who; may and has/have tendered for the same work. Failure to observe this condition would render, tenders of the contractors tendering, as well as witnessing the tender, liable to be summarily rejected.

18. The tender for composite work includes in addition to building work, all other works such as sanitary and water supply installations drainage installation, electrical work horticulture work, roads and paths etc. The tenderer must associate himself with agencies of tender for sanitary and water supply drainage, electrical and horticulture works, if any, in the composite tender.

19. The contractor shall submit list of works, which are in hand (progress) in the following form:

Name of Work	Name and particulars of Division where is being executed	Value of work	Position of works in progress	Remarks
(1)	(2)	(3)	(4)	(5)

20. The contractor shall comply with the provisions of the Apprentices Act, 1961, and the rules and orders issued there under from time to time. If he fails to do so, his failure will be breach of the contract and the Commissioner, Yanam Municipality may in his discretion without prejudice to any other right or remedy available in law cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account of any

**SCHEDULE "A" - 5 pages only.**

Schedule of Quantities (enclosed)

**SCHEDULE 'B'**

Schedule of materials to be issued to the contractor.

Sl. No.	Description of Item	Quantity	Rates in figures and words at which the materials will be charged to the contractor	Place of issue
(1)	(2)	(3)	(4)	(5)

--Nil--

Note: All the materials required for this work shall be procured by the contractor

**SCHEDULE 'C'**

Tools and plants to be hired to the contractor.

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

--Nil--

**SCHEDULE 'D'**

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

**SCHEDULE 'E'**

Schedule of component of materials, labour, etc. for escalation.

**SCHEDULE 'F'**

Reference to General conditions of contract.

Name of work: Laying approach road and repairs to compound wall in Mettakuru burial ground, Yanam.

Estimated Cost of Work : **Rs. 13,82,408/-**.

Earnest Money : **Rs. 27,648/-**.

Performance Guarantee : 5% of the tendered value

Security Deposit : 5% of the tendered value

**GENERAL RULES & DIRECTION**

Officer Inviting Tender: The Commissioner, Yanam Municipality,

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

30% & 100 %  
(See below)

**Clause 1**

Time allowed for submission of Performance Guarantee from the date of issue of letter of acceptance, in days

.....15..... days

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

.....7..... days

**Definitions :**

2(v)	Engineer-in-Charge	The Executive Engineer, Yanam Division, PWD, Yanam.
2(viii)	Accepting Authority	The Municipal Council, Yanam
2(x)	Percentage on cost of materials and labour to cover all overheads and profits.	10%
2(xi)	Standard Schedule of Rates	Puducherry Schedule of Rates for the year 2007-2008..... applicable to Yanam Region.
2(xii)	Department	Yanam Municipality.
9 (ii)	Standard Contract Form	P.W.D. Form 7/8 as modified and Form corrected upto date.

**Clause 2**

Authority for fixing compensation under The Commissioner, Yanam Municipality  
 Clause 2 Yanam.

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

**Clause 5**

Para (i) Time allowed for execution of Six(6) Months including  
 work monsoon period

Para (ii) Authority to give fair and Council, Yanam Municipality  
 reasonable extension of time for  
 completion of work

**Clause 7** Gross work to be done together : Eligible for Running Final  
 with net payment / adjustment of account bill.  
 advances for material collected,  
 if any, since the last such  
 payment for being eligible to  
 interim payment.

**Clause-10 CC** Clause 10CC to be applicable in : 18 Months  
 contracts with stipulated period  
 of completion exceeding the  
 period shown in the next column.

**Clause 11** Specifications to be followed for execution of works C.P.W.D. specifications 1977, Vol-I to VI, MOSRTH, IRC & CPHEEO specifications and manuals (with correction slips and subsequent publications)

12.2 & 12.3 Deviation limit beyond which Clauses 12.2 & 12.3 shall apply for (i) Building Work 30 % & 50%

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12.5 Deviation limit beyond which clause 12.2 & 12.3 shall apply for.

(i) For maintenance work Building work of time bound urgent & emergency nature. 50 %

(ii) For foundation work 100 %

**Clause 16** Competent Authority for deciding reduced rates. The Superintending Engineer, LAD, Puducherry.

## MODIFICATION IN REQUIREMENT OF TECHNICAL STAFF IN CPWD CONTRACTS

Government of India  
Central Public works Department  
Nirmal Bhawan, New Dehli

ISSUED BY AUTHORITY OF DIRECTOR GENERAL OF WORKS

DGW/CON/203 Dated : 06.01.2005

### OFFICE MEMORANDUM

Subject : Modification in requirement of technical staff in CPWD contracts.

Requirement of technical staff in CPWD contracts and rate of recovery in event of non compliance of clause 36 (i) by contractors has been under consideration for quite sometime. Suggestions from all ADGs of CPWD, E-in –C of PWD (DA) and all CEs of CPWD were invited. Based on suggestions received, a proposed was placed for consideration of a committee of senior officers. Based on above, DG (W) is pleased to order amendment to clause 36(i) and related provisions as following:

<b>Existing</b>	<b>Modified</b>
<p>Clause 36: Contractors superintendence, Supervision, Technical staff &amp; Employees</p> <p>(i) The contractor shall provide all necessary superintendence during execution of the work and as along thereafter as may be necessary for proper fulfilling of the obligations under the contract.</p>	<p>Clause 36: Contractors superintendence, Supervision, Technical staff &amp; Employees</p> <p>(i) The contractor shall provide all necessary superintendence during execution of the work and all thereafter as may be necessary for proper fulfilling of the obligations under the contract.</p>

The contractor shall immediately after receiving letter of acceptance of the tender and before commencement of the work intimate in writing the Engineer-in-charge the name, qualification, experience age, address and other particulars along with certificates, of the principal technical representative to be in charge of the work. Such qualifications and experience shall not be lower than specified in Schedule-F. The Engineer –in – charge shall within 15 days of receipt of such communication intimate in writing his approval or otherwise of such a representative to the contractor. Any such approval may at any time be withdrawn and in case of such withdrawal the contractor shall appoint another such representative according to the provisions of this clause. Decision of the tender accepting authority shall be final and binding on the

The contractor shall immediately after receiving letter of acceptance of the tender and before commencement of the work intimate in writing to the Engineer-in-charge the name (s) qualification, experience age, address (s) and other particulars along with certificates, of the principal technical representative to be in charge of the work and other technical representative (s) who will be supervising the work. Minimum requirement of such technical representative (s) and their qualification and experiences shall not be lower than specified in Schedule-F. The Engineer-in-Charge shall within 3 days of receipt of such communication intimate in writing has approval or otherwise of such representative (s) to the contractor, Any such approval may at any time be withdrawn and in case of such withdrawal the contractor

contractor in this respect. Such a principal technical representative shall be appointed by the contractor soon after receipt of the approval from Engineer-in-Charge and shall be available at site within fifteen days of start of work.

In the contractor ( or any partner in case of firm/company who himself has such qualification, it will not be necessary for the said contractor to appoint such a principal technical representative but the contractor shall designate and appoint a responsible agent to represent him and to be present at the work whenever the contractor is not in a position to be so present. All the provisions applicable to the principal technical representative under the clause will also applicable in such a case to contractor or his responsible agent. The principal technical representative and /or the contractor shall on receiving reasonable notice from the engineer-in-charge or his designated representative (s) in charge of the work in writing or in person or otherwise, present himself to the Engineer-in-charge and /or at the site of work, as required, to the instructions. Instructions given to the principal technical representative or the responsible agent shall be deemed to have the same force as if these have been given to the contractor. The principal technical representative and /or the contractor or his responsible

shall appoint another such representative (s) according to the provisions of this clause. Decision of the tender accepting authority shall be final and binding on the contractor in this respect. Such a principal technical representative (s) and other technical representative (s) shall be appointed by the contractor soon after receipt of the approval from Engineer-in-charge and shall be available at site start of work.

All the provisions applicable to the principal technical representative under the clause will also be applicable to other technical representative (s). The principal technical representative and other technical representative (s) shall be present at the site of work for supervision at all times when any construction activity is in progress and also present himself/themselves, as required, to the Engineer-in-charge and / or his designated representative to take instruction. Instructions given to the principal technical representative or other technical representative (s) shall be deemed to have the same force as if these have been given to the contractor. The principal technical representative and other technical representative (s) shall be actually available at site fully during all stages of execution of work, during recording/checking/ test checking of measurements of works and whenever so required by the Engineer-in-charge and shall also note down instructions conveyed by the Engineer-in-charge or his designated representative(s) in the site order book and shall affix his /their signature in token of noting down the instructions and in token of acceptance of measurements/checked measurements/test checked measurements

provided these details are disclosed to the Engineer-in-charge and he shall be satisfied that the provisions and the purpose of this clause are fulfilled satisfactory. If the Engineer-in-charge, whose decision in this respect is final and binding on the contractor, is convinced that no such technical representative or agent is effectively appointed or is effectively attending or fulfilling the provision of this clause, a recovery shall be effected from the contractor as specified in Schedule "F" and the decision of the engineer-in-charge as recorded in the site order book and measurement recorded in Measurement Books shall be final and binding on the contractor. Further if the contractor fails to appoint a suitable technical representative or responsible agent and if such appointed persons are not effectively present or do not discharge their responsibilities satisfactorily, the Engineer-in-charge shall have full powers to suspend the execution of the work until such date as a suitable agent is appointed and the contractor shall be held responsible for the delay so caused to the work. The contractor shall submit a certificate of employment of the technical representative/responsible agent along with every on account bill/ final bill and shall produce evidence if at any time so required by the Engineer-in-charge.

respect is final and binding on the contractor, is convinced that no such technical representative (s) is /are effectively appointed or is / are effectively attending or fulfilling the provision of this clause, a recovery ( non refundable ) shall be effected from the contractor as specified in schedule "F" and the decision of the Engineer-in-charge as recorded in the site order book and measurement recorded checked/test checked in Measurement Books shall be final and binding on the contractor. Further if the contractor fails to appoint suitable Principal technical representative and / or other technical representative (s) and if such appointed persons are not effectively present or are absent by more than two days without duly approved substitute or do not discharge their responsibilities satisfactorily, the Engineer-in-charge shall have full powers to suspend the execution of the work until such date as suitable other technical representative (s) is /are appointed and the contractor shall be held responsible for the delay so caused to the work. The contractor shall submit a certificate of employment of the technical representative(s) alongwith every on account bill/final bill and shall produce evidence if at any time so required by the Engineer-in-Charge.

Accordingly existing provision of "Schedule – F" related to clause 36(i) is substituted with modified provision as following: -

"Requirement of Technical Representative (s) and Recovery Rate"

Sl.No.	Minimum Qualification of Technical Representative	Discipline	Designation (Principal Technical/ Technical Representative)	Minimum Experience	Number	Rate at which recovery shall be made from the contractor in the event of not fulfilling provision of Clause 36(i)	
						Figures	Words
1.	Graduate Engineer	CIVIL	Principle Technical Representative	5 years	1 No	Rs.15,000/- P.M	Rupees Fifteen thousand only

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

Necessary amendments to works manual 2003 are being issued separately.

*Superintending Engineer (C & M)*

**31**

**Clause  
42**

(i) (a) Schedule / Statement for determining theoretical quantity of cement and bitumen on the basis of Delhi Schedule of Rates 1993 printed by C.P.W.D.

ii) Variations permissible on theoretical Quantities.

(a) Cement for works with estimated 3% plus/minus  
Cost put to tender not more than Rs.5 Lakhs

For Works with estimated cost 2% plus/Minus  
Put to tender more than Rs. 5 Lakhs

(b) Bitumen all works 2.5% plus only and nil on minus side.

(c) Steel reinforcement and structural steel sections for each diameter, section and category. 2 % plus / minus.

(d) All other materials.

**CLAUSE  
47**

During the course of contract period, deduction of "CESS" to provide social security and various welfare benefits through the Puducherry Buildings and other construction workers Welfare Board under Section 18 of the Building and Other Construction Workers Cess collection (RECS) Act, 1996, shall be made at the rate of 1% (One Percent) of the gross amount of each bill or as per the advise of the Government of Puducherry.

**RECOVERY RATES FOR  
QUANTITIES BEYOND PERMISSIBLE VARIATION**

Sl.No.	Description of items	Rates in figures and words at which recovery shall be made from the contractor	
		Excess beyond permissible variation	Less use beyond the permissible variation
1	2	3	4

1. Cement
2. Steel Reinforcement
3. Structural sections Nil
4. Bitumen issued free
5. Bitumen issued at stipulated fixed price.

**GENERAL CONDITIONS**

(1) The work shall in general be carried out in accordance with CPWD specifications for works in Delhi 1996 Volume I to VI and 2002 with correction slips and issued from time to time. Revised CPWD Specification 2002 for cement mortar, cement concrete & RCC.

(2) However if the said specifications differ from those given in the description of any particular item in the schedule of quantities and specifications stipulated herein, the latter shall prevail.

(3) If the detailed description of any particular item in the schedule of quantities and specifications finally accepted by the department differs from the particular specifications given hereunder, the former shall prevail to the extent applicable.

(4) If the particular specification given hereunder differs from I.S. code provisions, in any respect, the former shall prevail.

(5) Wherever any reference to any Indian standard specification occurs in the documents relating to this contract the same should be inclusive of all amendments issued thereto or revision thereof if any, upto the date of receipt of tenders.

(6) Conditions involving any financial implications other than those covered in the schedule of quantities will not be entertained and such tenders are also liable to be rejected.

(7) When working near existing structures, care shall be taken to avoid any damage to such structures, any such damage caused intentionally or unintentionally shall be restored to original and or acceptable condition and to the satisfaction of the Engineer-in-charge.

(8) The contractor shall given to the Municipality, Police and other authorities all notices etc., that may be required to be given as per law and obtain all requisite licenses for temporary obstructions, enclosures and pay all fees, taxes and charges which may be leviable on account of the operations during the execution of the contract. No extra claim of the contractor will be entertained by the department on this account.

(9) Other agencies doing works related to this project may also simultaneously execute the works and the contractor shall co-ordinate and co-operate with them as found to be necessary at no extra cost.

(10) Any cement slurry or lime mortar or any combination thereof or water proofing material required for continuation from old work is demand to have been in built in the relevant items themselves and nothing extra shall be paid for the same.

(11) Unless otherwise specified in the schedule of quantities the rate 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 as rains, flood, and subsoil water table being high due to any other cause whatsoever.

### CONDITIONS FOR ISSUE OF MATERIALS

The materials shall be issued to the contractor at the place of delivery as mentioned in schedule 'B'. If these are delivered at any other site, the difference due to cartage will be adjusted accordingly. The contractor shall have to cart at his cost the materials to the site of work as soon as these are issued. The materials shall be issued between the working hours and as per rules prevails in the stockyard of the materials as framed from time to time.

The contractor shall bear all incidental charges for cartage, storage and safe custody of materials. No reimbursement of the expenses will be made by the department.

The contractor shall construct suitable godown at the site of work for storing the materials safe against damage of sun, rain, dampness, fire, theft etc. he shall also employ necessary watch and ward establishment for the purpose.

Cement bags shall be stored in separate godown with pucca floor weatherproof roofs and walls. Each godown shall be provided with a single door with two locks. The keys of one lock shall remain with the Department Junior Engineer-in-charge of the work and that of the other lock with authorized agent of the contractor at the site of work so that the cement is removed from the godown accordingly to the daily requirements with the knowledge of both the parties.

The cement shall be stacked on proper floors consisting of two layers of dry bricks laid on well-consolidated earth at a level of at least 0.3 meters above ground level. These stocks shall be in row of 2 and 10 high with a minimum of 0.6-meter clear space around. The bags would be placed horizontally continuous in each line as shown in the sketch at page 398 of C.P.W.D. specification 96 Vol I.

The day today receipts and issue accounts of cement shall be maintained by the Junior Engineer-in-charge and signed daily by the contractor or his authorized agent.

**MATERIALS OBTAINED FROM DISMANTLEMENT**

I. The contractors, in course of their work, should understand that all materials (e.g. stone and the other materials) obtained in the work of dismantling, excavation etc. will be considered Yanam Municipality property and issued to the contractor (if they require the same for their own use) at rates approved by Government. If these materials are not required by them, they will dispose of to the best advantage of Government.

**DELAY IN OBTAINING MATERIALS BY THE DEPARTMENT**

II. Owing to difficulty in obtaining certain materials in the open market, the Yanam Municipality have undertaken to supply materials specified in schedule 'B' of the tender forms at rates stated therein. There may be delay in obtaining the materials by the Department and the contractor is, therefore required to keep himself in touch with the day to day position regarding the supply of materials from the Engineer-in-charge and to so adjust the progress of their work that their labour may not remain idle nor may there be any other claim to so arising from delay in obtaining the materials. It should be clearly understood that no claim whatsoever shall be entertained by the Yanam Municipality on account of delay in supplying materials.

III. M.S. or deformed bars shall be issued in lengths as available in stores. M.S. or deformed bars shall be issued in straights or in coils as available and nothing extra shall be payable for straightening the bars. The bars issued in available lengths shall be cut to the required lengths and nothing extra shall be payable for the same.

IV. The contractor shall have to deposit the approved paints of required color and shade as per actual requirements of the work to be done with the Engineer-in-charge at his Departmental Store at the site of work.

The contractor shall be responsible for the waterproof ness of the roof for one full monsoon season after the date of completion. He shall rectify the defect noticed after due intimation in writing is given by the Engineer-in-charge failing which, Engineer-in-charge shall get the defects repaired at the contractor's risk and cost.

## **WATER SUPPLY AND SANITARY WORK**

V. The contractor shall engage licensed plumber for the work and get the materials tested by the Yanam Municipality authorities whenever required at their own cost. The work shall be carried out according to the Yanam Municipality Bye-laws and the contractor shall produce necessary certificate from Yanam Municipality authorities after completion of work.

VI. The contractor shall have to deposit waterproofing compound as per the actual requirements for the water proofing job with the Engineer-in-charge at his Departmental Stores at the site of work.

The water proofing compound will be issued to the contractor from time to time according to his requirements for the work in the same manner as the issue of the materials stipulated to be issued departmentally.

## **INCONVENIENCE TO PUBLIC**

VII. The contractor shall not deposit materials on any site, which will seriously inconvenience the public. The Engineer-in-charge may require the contractor to remove any materials, which are considered by him to be a danger or inconvenience to the public or cause them to be removed at the contractor's cost.

VIII. Any damage to work resulting from rains or from any other cause until the work is taken over by the Department after completion will be made good by the contractor at his own cost.

IX. The contractor shall deposit royalty and obtain necessary permit for supply of sand, HBG metal, red earth, etc. from local authorities.

X. The contractor shall get himself acquainted with the nature and extent of the work and satisfy himself about the availability of quarry and of kiln for collection and conveyance of materials required for the construction. The contractor's quoted rate should take into account all these factors and will not be allowed for extra lead for collection and conveyance of materials for any reason whatsoever.

XI. The contractor will be permitted to set up labour camp only before a week from the commencement of work and not exceeding fifteen days after the completion of the work.

XII. The contractor shall conform to the provision of any government acts which relate to works and to the regulations and bye-laws of any local authorities. The contractors shall give all notices required by the said acts or laws etc., pay all fees payable to such authorities and allow for these contingencies in his tendered rates including fees for encroachments, costs of restoration etc., and all other fees payable to the local authorities.

XIII. Where surplus earth of a suitable quality exists at the site of work, the contractor shall be allowed to use same free of cost making mud mortar for masonry and for laying mud terracing over the roof. The Engineer-in-charge shall be the final authority to decide whether the earth obtained from excavation is surplus or not.

The surplus earth excavated which is beyond the requirement of public works department works, may be allowed by the Executive Engineer to be disposed of by the contractor on his own or to sell the surplus earth to private parties at his discretion, but nothing extra will be paid for carriage or disposal of the surplus earth, if the same is not required for P.W.D. works.

Wherever fine sand has been mentioned in the schedule of quantities, it should be conforming to the grading Zone-IV or Zone-V as mentioned in the C.P.W.D. specifications.

XIV. Concrete will be mixed with mixers either operated by hand or mechanical.

XV. The contractor shall not employ women and men below the age of 18 on the work of painting with products lead, in any form wherever men above the age of 18 are employed on the work of lead painting, the following principles must be observed for such use:

- (a) White lead sulphate or lead, of products containing these pigments shall not be in painting operation except in the form of paste or of paint ready for use.
- (b) Measure shall be taken in order to prevent danger arising from application of paint in the form of spray.
- (c) Measure shall be taken wherever practicable against danger arising from dust caused by dry rubbing down and scraping.
- (d) Adequate facilities shall be provided to enable working painters to wash during and on cessation of work.

(e) Overalls shall be worn by working painters during whole of the working period.

(f) Suitable arrangements shall be made to prevent clothing put off during working hours being soiled by painting materials. \

(g) Cases of lead poisoning and suspected lead poisoning shall be subsequently verified by a medical team appointed by the competent authority.

(h) The department may require when necessary medical examination of workers.

(i) Instructions with regard to the special hygienic precautions to be taken in the painting trade shall be distributed to working painter.

The standard section weights referred to as standard tables in para 5.3.3 in specifications for work 1996 to Vol-VI and 2002 of Analysis of rates be considered for conversion of length of various size of M.S. bars and for steel bars into weights are as under:-

Size (Diameter) mm	Weight Kg/m	Size (Diameter) mm	Weight Kg/m
(1)	(2)	(3)	(4)
6	0.222	25	3.855
8	0.395	28	4.836
10	0.617	32	6.316
12	0.888	36	7.994
16	1.579	40	9.869
18	1.999	45	12.490
20	2.467	50	15.424
22		2.985	

Issue of steel diameter above 10mm will be regulated on sectional weights basis weight being calculated with the help of the above tables. However, for bars TMT steel up to and including 10mm the following procedure shall be adopted. The average sectional weights for each diameter shall be arrived at from samples from each lot of steel received at site. The actual weight of steel issued shall be modified to take into account the variations between the actual and the standard co-efficients given above and the contractor's account will be debited by the cost of this modified quantity only. The discretion of the Engineer-in-charge shall be final for the procedure to be followed for determining the average sectional weight of each lot. Quantity of each diameter of steel received at site of work each day will constitute one single lot for this purpose.

#### **SPECIAL CONDTIONS APPLICABLE FOR ROAD WORKS:**

##### **(1) Construction Equipment :**

1.1 The methodology and equipment to be used on the project shall be furnished by the Contractor to the Engineer well in advance of commencement of work and approval of the Engineer obtained prior to its adoption and use.

1.2 The Contractor shall give a trail run of the equipment for establishing its capability to achieve the laid down specification and tolerance to the satisfaction of the Engineer before commencement of work , if so desired by the Engineer.

1.3 All equipment provided shall be proven efficiency and shall be operated and maintained at all times in a manner acceptable to the Engineer.

1.4 No equipment or personnel will be removed from site without permission of the Engineer.

##### **(2) Work Program and Methodology of Construction:**

The Contractor shall furnish his program of construction for execution of the work within the stipulated time schedule together with methodology of constructioner each item of work and obtain the approval of the engineer prior to actual commencement of work.

**(3) Revised Programme of Work in case of Slippage:**

In case of slippage from the approved work programme at any stage, the Contractor shall furnish revised programme to make up the slippage within the stipulated time schedule and obtain the approval of the Engineer to the revised programme.

**(4) Action in case of Disproportionate Progress:**

In case of extremely poor progress of the work or any item at any stage of work which in the opinion of the Engineer cannot be made good by the Contractor considering his available resources, the Engineer will get it accelerated to make up the lost time through any other agency and recover the additional cost incurred, if any, in getting the work done from the Contractor after informing him in writing about the action envisaged by him.

**(5) Setting out:**

Setting out the work as spelt out in clause 109 of Ministry's Specifications for Road and Bridge Works 3<sup>rd</sup> Revision will be carried out by the Contractor.

**(6) Public Utilities:**

Action respect of public utilities will be taken by the contractor as envisaged in Clause 110 of Ministry's Specifications for Road and Bridge Works 4<sup>th</sup> Revision

**(7) Arrangement for traffic during construction :**

Action for arrangement for traffic during construction will be taken by the contractor as envisaged in the contract documents and spelt out in clause 112 of Ministry's Specifications for Road and Bridge Works 4<sup>th</sup> Revision.

**(8) Quality Control :**

The onus of achieving quality of work will be on the contractor who will take action as stipulated in Section 900 of Ministry's for Road and Bridge Works 4<sup>th</sup> Revision.

**(9) Ministry's specification for Road and Bridge Works (4<sup>th</sup> Revision):**

Ministry's specification for Road and Bridge Works 4<sup>th</sup> Revision will form part of the contract documents and the contractor will be legally bound to the various stipulations made therein unless and otherwise specifically relaxed or waived wholly or partly through a special clause in the contract document.

**(10) Documentation:**

The Contractor will prepare drawing (s) of the work as constructed and will supply original with three copies to the Engineer who will verify and certify these drawings. Final as constructed drawing(s) shall then be prepared by the Contractor and supplied in triplicate along with a micro film of the same to the Engineer for record and reference purposes.

**(11)** The contractor shall make his own arrangement to provide the bitumen required for the work from approved public sector, refineries such as IOC, BP, HPL, etc. and produce the paid voucher to the Engineer-in-charge. The materials so procured shall be got tested before use.

**(12)** The use of rubber modified bitumen shall be as per the guide lines of “IRC SP 53-99”

**(13)** The Contractor shall use “Electronic Sensor Paver” for this work

**ADDITIONAL CONDITIONS**

1. The rate for all items of works shall unless clearly specified otherwise include cost of all labour, materials and others inputs involved in the execution of item.

2(a) For the purpose of recording measurements and preparing running account bill the abbreviated nomenclature enclosed with the standard form shall be adopted .The abbreviated nomenclature shall be taken to cover all the materials and operations as per the complete nomenclature of the relevant items in the agreement and other relevant specifications.

(b) In case of extra and substituted items of work for which abbreviated nomenclature is not provided in the agreements, the full nomenclature of items shall be reproduced in the measurement books and bill forms for running account bills.

3. For all doors and windows whether factory made or otherwise, cleats and rubber buffers 30mm dia. shall be provided as directed by the Engineer-in-charge and the rate for the shutter item shall include the cost of providing such wooden cleats and buffers.
4. For those doors where hydraulic door closer is provided only wooden cleats need not be provided and no reduction in rate shall be made for the same.
5. The particle board shutter shall be provided, with teak wood lipping (beading) at the edge to which hinges are fixed ,without any extra cost.
6. For works where items of aluminium doors, windows etc., are specified, the grade of anodic coating to be provided in accordance with table I of IS: 1868-1968 together with reference to IS: 5523-1969.
7. Where hydrated lime is available, this can be used on the works and the places where hydrated lime is not available, lime concrete will be prepared by the traditional method of slaking the lime preparing the lime putty etc.
8. (a) Tendered rates are inclusive of all taxes and levies payable under the respective status. However pursuant to the constitution (46<sup>th</sup> Amendment) Act 1982, if any further tax or levy is imposed by the statute after the date of receipt of tenders and the contractor thereupon necessarily and properly pays such taxes/levies, the contractors shall be reimbursed the amount so paid provided such payment, if, any, is not, in the opinion of the Engineer-in-Charge (whose decision shall be final and binding) attributable to delay in execution of work within the control of the contractor.  
(b) The contractor shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary and shall allow inspection of the same by a duly authorized representative of Public Works Department and further shall furnish such other information/document as the Engineer-in-Charge may require.  
(c) The contractor shall within a period of 30 days of imposition of any further tax or levy pursuant to the Constitution (46<sup>th</sup> Amendment) Act, 1982 give a written notice thereof to the Engineer-in-Charge pursuant to this condition, together with all necessary information relating therein.

The components of material, labour and POL as indicated in para 3 of sub-clauses 10(CC) have been predetermined as below;

(a) Material	:	75 percent
(b) Labour	:	25 percent
(c) P.O.L	:	Nil.
		100 percent

9. Stipulated materials shall be issued for use at site of work for all the items where such materials are required. For factory made products like precast cement tiles, precast hollow concrete blocks, precast foam concrete blocks, precast RCC pipes etc., stipulated materials shall not be issued.

10. While execution of the work, the contractor shall organise his work in such a way that the normal functioning of the premises is not disturbed.

11. Any damage done to the existing structure while dismantling execution of the work shall be made good by the contractor at claim shall be made good by the contractor at his own cost and no extra claim shall be entertained on this account.

12. The item of Anti-termite treatment shall be executed through a specialized firm.

**CONDITIONS FOR STEEL :**

13. The contractor shall make his own arrangements to provide the steel required for the work from SAIL / IISCO / TISCO / VIZAG STEEL PLANT and produce the paid voucher to the Engineer-in-Charge. The materials so procured shall be got tested before use.

14. The contractor shall procure 43 grade cement having ISI mark and stores it in the site godown as per the guidelines specified in the CPWD specification 1997 Vol-II under double lock system. The paid voucher of the cement procured shall be produced to the Engineer-in-Charge. The cement procured shall be got tested before use.

15. The contractor shall make his own arrangements to provide the bitumen required for the work from approved public sector, refineries such as IOC, BP, HPL etc., and produce the paid voucher to the Engineer-in-Charge. The materials so procured shall be got tested before use.

16. Necessary test certificates should be produced from the approved laboratory for the quality of materials.

17. Defective materials will be rejected and the same have to be reparably by the contractor at his own cost.

18. Original purchase vouchers should be produced at the time of receipt of materials and at the time of verification by the Engineer-in-Charge. The name of contractor, name of work and agreement number should be clearly noted in the original vouchers.

19. The test specimens shall be provided at free of cost by the contractor.

20. As per Circular No. 339/PW/EE(D)/F.No.213/02/03; dt:10-10-02. The cost of samples and all other incidental charges such as packaging transportation to the laboratory, etc., shall also be borne by the contractor. The testing fee shall be paid by the Engineer-in-Charge if the materials pass the test.

21. The test for cement has to be conducted for every 1000 bags or part. The test for steel has to be conducted for every consignment of 20 tonne or part thereof for each size/dia.

22. Payment for the item of laying Semi Dense Bituminous Concrete shall be made after conducting the density / compaction measurement test and also the surface roughness measured with Bump Integrator, by the Highways Research Station, Chennai and ensuring that

(a). In respect of density /compaction the test result conforms to the density prescribed in the mix design and.

(b). In respect of surface roughness measured with Bump Integrator the result shall conform to the values prescribed in Table – 3 of IRC – SP-16-2004.

## **ADDITIONAL CONDITIONS II**

### **ADOPTION OF PSR ABBREVIATED NOMENCLATURE - 2002**

As per Chief Engineer's Circular No.378/PW/EE(D)/AE(C)/F.NO.286/2002-03, dated 30.10.2002 the Puducherry Schedule of Rates Abbreviated Nomenclature 2002 for buildings and road works shall be adopted in the recording of measurements and preparation of running account bills, etc., wherever applicable as per CPWD Manual Vol-II Para 7.14.1 to 7.14.6.

**PARTICULAR SPECIFICATIONS**

1. The work executed shall be measured as per metric dimensions given in the schedule of quantities. The FPS units wherever indicated in the drawings are for guidance only.
2. Unless otherwise specified, all the rates quoted by the contractor shall be for items of work at all levels and heights of the building.
3. The work shall be executed as per the C.P.W.D. specifications 1997 Vol.1 and Vol. II (with correction slips and subsequent publications). In case of discrepancies between the specifications of a particular item as indicated in the C.P.W.D. specifications mentioned above and as indicated in the nomenclature of the item the latter shall prevail.
4. All stone aggregate, sand etc., shall be obtained only from quarries or other sources approved by the Engineer-in-Charge.

All the materials shall be got approved by the Engineer-in-Charge before they are actually procured and used at site.

5. The grading of sand to be used for mortars and concrete shall be determined at the site of work by the Engineer-in-Charge and sand conforming to these gradings only shall be used on the work.
6. Necessary washing, screening, etc., of metal and sand shall be done at site as per requirements of the Engineer-in-Charge.
7. Bricks shall have crushing strength of class designation.
8. The work of water supply and internal sanitary installations and drainage shall be carried out as per bye-laws of the local Municipal body.
9. All manufactured materials used on the work shall have ISI mark. In case of materials for which no manufacturer has been licensed to manufacture the materials with ISI marking, the materials shall conform to the provisions of C.P.W.D./MOST/IRC/CPHEEO specifications or the ISI code (in the absence of C.P.W.D. specifications or other specification mentioned above for any particular material). In the case of all materials, tests shall be conducted to ensure that they conform to the specifications of codes mentioned above.
10. All materials, which are to be tested before use on the work should be procured at least 2 months before use on the work so that enough time is available for testing them before they are actually used.

11. The cost of samples and all other incidental charges such as packing, transportation to the laboratory etc., shall be borne by the contractor. The testing fee shall be paid if the material passes the test by the Engineer-in-Charge.

12. The architectural drawings Nos. based on which the work is to be executed are available with the Engineer-in-Charge and can be inspected by the prospective tenderers up to the date of receipt of tenders at his office during working hours.

Use and testing of all the manufactured materials used in the work shall be regulated as per correction slip No. 42 of C.P.W.D. specifications 1996 Vol. –1 and 2002.

13. Before receiving final payment for the work, contractor shall give an undertaking to the effect that at his own cost he will rectify the defects in walls, roof like leakage, cracks etc. Which may come to light during the first monsoon after the completion of work and for this purpose part of the security deposit which may be deemed reasonable by the Engineer-in-Charge shall be retained till the first monsoon is over as security against the contractor's failure to act upon the undertaking. This undertaking and consequent retention of part of the security deposit shall not invalidate the contract.

The timber to be used on the work shall be of first class wood of species mentioned in the particular item. The timber shall be kiln seasoned as per B.I.S. 1141 – 1973 and shall be treated with non-leach able type preservative by vacuum pressure method as per B.I.S. 401 – 1982.

#### **FACTORY MADE PANELLED SHUTTERS FOR DOORS**

14. The shutters shall be fabricated generally as per I.S. 1003 (Part I) – 1997 and as per Architect's drawings. The timber to be used shall be of first class wood of species mentioned in the particular item, which shall be kiln seasoned and preservative treated. The panels shall be as specified in the item number. Samples of shutters shall be got tested as per I. S. 1003 (Part I) – 1997. The rate quoted for the item shall include the element of cost of shutter to be sent for testing and no claim on this account shall be entertained at a later date.

15. Pressed clay tiles to be used on the work shall conform to I. S. 2690 (Part I) – 1975. However, the water absorption of the tiles when tested by the method described in the Appendix 'A' of the said I. S. 2690 (Part I) 1975 shall not exceed 18% (Eighteen percent.).

16. Shahabad stone slabs, marble slabs etc. on treads and risers of steps and shelves shall be in single pieces.

**P.V.C. PIPES INTERNAL WORK AND EXTERNAL WORK**

17. The specification in respect of laying and jointing rigid P.V.C. threaded pipes both internal and external shall be as per para 19.7.1 to 19.7.7 and 19.9.1 to 19.9.2 of C.P.W.D. specifications 1996 Vol.II and 2002. The rigid P.V.C. threaded pipes shall confirm to relevant ASTM standard and shall be ORIPLAST or equivalent.

18. Wherever RCC walls, fins and facials are monolithic the portion of RCC are to be measured as per the sketch attached in Page No. ....

The top surface of the RCC roof slab shall be screeded to be uniform when the concrete is green, so as to have a proper bond with the roof treatment. Nothing extra shall be paid on this account.

19. For aluminium doors, fixed glazing, fixed windows, sliding windows, lower type ventilators and partitions etc. all aluminium sections shall be to the required size, thickness and weight as shown in the relevant Architect's Drawings.

20. The weight of stays given in para 9.23.20 of C.P.W.D. specifications 1996, Volume I shall be for cast brass stays only.

The weight of the mild steel and anodized aluminium stays shall be as follows: -

Casement stays (Straight peg type)	Mild steel with tolerance of plus or minus %	Anodized aluminium with tolerances of plus or minus %
(a) 300 mm long	0.13 Kg/each	0.06 Kg/each
(b) 250 mm long	0.10 Kg/each	0.05 Kg/each
(c) 200 mm long	- The casement window fasteners	0.04 Kg/each 0.155 kg/each

## FORM OF PERFORMANCE SECURITY

### BANK GUARANTEE BOND

In consideration of the President of India (hereinafter called "The Government ") having offered to accept the terms and conditions of the proposed Agreement ..... between .....and..... (hereinafter called "The said contractor(s) "for the work..... (hereinafter called "the said agreement" having agreed to production of a irrevocable bank Guarantee for Rs ..... (Rupees .....only) as a security/guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement. We .....(hereinafter referred to as " the Bank") .....(indicate the name of the Bank) hereby undertake to pay to the Government an amount not exceeding Rs. .... (Rupees..... only) on demand by the Government.

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

3. We, 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 payments 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 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 the Engineer-in-charge on behalf of the Government certified that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee.

5. We..... (Indicate the name of the bank) further agree with Government that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time, and of the powers exercisable by the Government against the said contractor(s) and to for-bear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor(s) or for any bearance, act of omission on the part of the Government or any indulgence by the Government to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision, have affect 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.....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 the Bank)

**AFFIDAVIT**

*(to be taken by the contractor on a non-judicial stamp paper before a First Class Magistrate)*

I/we have submitted the Bank Guarantee for the work .....(name of work) in letter No.....dated.....from..... (Name of Bank) to the Executive Engineer ..... towards Performance guarantee of Security Deposit in cash. This Bank guarantee expires on .....I/We undertake to keep the validity of the Bank Guarantee in tact by getting it extended from time to time at my/our own initiative up to a period of.....months after the recorded date of completion of the work or as directed by the Engineer-in-charge.

I/We also indemnify the government against any losses arising out of encashment of the Bank Guarantee, if any:

**Note:** This affidavit is to be given by the executants before a first Class Magistrate.

**MODIFIED GENERAL CONDITIONS OF CONTRACT CLAUSES****CLAUSE-1. PERFORMANCE GUARANTEE**

- i. The contractor shall submit an irrevocable PERFORMANCE GUARANTEE of 5% (Five percent) of the tendered amount in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement, (not withstanding and / or without prejudice to any other provisions in the contract) within period specified in Schedule "F" from the date of issue of letter of acceptance. This period can be further extended by the Engineer-in-Charge upto a maximum period as specified in Schedule "F" on return request of the contractor stating the reasons for delays in procuring the Bank Guarantee, to the satisfaction of the Engineer-in-Charge. This guarantee shall be in the form of cash (in case guarantee amount is less than Rs. 10,000/-) or deposit at call receipt of any Scheduled Bank / Banker's Cheque of any scheduled bank (Demand Draft of any Scheduled Bank / Pay Order of any Scheduled bank in case guarantee amount is less than Rs. 1.00 lakh) or Government Securities of Fixed Deposit Receipt or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the form annexed hereto. In case a fixed deposit receipt of any Bank is furnished by the contractor to the Government is part of the Performance Guarantee and the Bank is unable to make the payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the Government to make good the deficit.
- ii) A letter of intent shall be issued in the first instance informing the successful tenderer of the decision of the competent authority to accept his tender and the award of letter shall be issued only after the Performance Guarantee in any of the prescribed form is received. In case of failure of the contractor to furnish the Performance Guarantee within the specified period, Government shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the earnest money absolutely.
- iii) The Performance Guarantee shall be initially valid upto the stipulated date of completion plus 60 days beyond that. In case the time for completion of work gets enlarged, the contractor shall get the validity of Performance Guarantee extended to cover such enlarged time for completion of work. After recording of the completion certificate for the work by the competent Authority, the Performance Guarantee shall be returned to the contractor without any interest.

iv) The Engineer-in-Charge shall not make a claim under the Performance Guarantee except for the amounts to which the President of India is entitled under the contract (not withstanding and / or without prejudice to any other provisions in the contract agreement) in the event of :-

a) Failure by the contractor to extent the validity of the Performance Guarantee as described herein above, in which even the Engineer-in-Charge may claim the full amount of the Performance Guarantee.

b) Failure by the contractor to pay the President of India any amount due, either as agreed by the contractor or determined under any of the clauses / conditions of the agreement, within 30 days of the service of notice to this effect by the Engineer-in-Charge

v) In the event of the contract being determined or rescinded under provisions of any of the clause / condition of the agreement, the Performance Guarantee shall stand forfeited in full and shall be absolutely at the disposal of the President of India.

#### **CLAUSE – 1 A RECOVERY OF SECURITY DEPOSIT**

The persons whose tender may be accepted (hereinafter called the contractor) shall permit the Government at the time of making any payment to him for work done under the contract to deduct a sum at the rate of 10% of the gross amount of each running bill till the sum along with the sum already deposited as earnest money, will amount to security deposit of 5% of the tendered value of the work. Such deductions will be made and held by the Government by way of Security Deposit unless he / they has / have deposited the amount of Security at the rate mentioned above in cash or in the form of Government securities or fixed deposit receipts. In case a fixed deposit receipts of any Bank is furnished by the Contractor to the Government as part of the security deposit and the bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and shall forth with on demand furnish the additional security to the Government to make good the deficit.

All compensations or the other sums of money payable by the contractor under the terms of this contract may be deducted from, or paid by the sale of a sufficient part of his security deposit from the interest arising there from or from any sums which may be due to or may become due to the contractor by Government on any account whatsoever

and in the event of his Security Deposit being reduced by reach of any such deductions of sale as aforesaid, the contractor shall within 10 days make good in case or fixed deposit tendered by the State Bank of India or by Scheduled Banks or Government securities (if deposited for more than 12 months) endorsed in favour of the Engineer-in-Charge, any sum or sums which may have been deducted from, or raised by sale of his security deposit or any part thereof. The security deposit shall be collected from the running bills of the contractor at the rates mentioned above and the Earnest Money if deposited in case at the time of tenders will be treated a part of the Security Deposit.

**NOTE – 1** Government papers tendered, as security will be taken at 5% (five percent) below its market price or at its face value, whichever is less. The market price of Government paper would be ascertained by the Divisional Officer at the time of collection of interest and the amount of interest to the extent of deficiency in value of the Government paper will be with held if necessary.

**NOTE – 2** Government securities will include all forms of securities mentioned in Rule No. 274 of the G.F. Rules except fidelity bond. This will be subject to the observance of the condition mentioned under the rule against each form of security.

**NOTE – 3** Note 1 and 2 above shall be applicable for both clause 1 & 1 A.

**CLAUSE –2 COMPENSATION FOR DELAY**

If the contractors fails to maintain the required progress in terms of clause 5 or to complete the work and clear the site on or before the contract or extended date of completion, he shall, without prejudice to any other right or remedy available under the law to the Government on account of such breach, pay as agreed compensation the amount calculated at the rates stipulated below as Superintending Engineer (whose decision in writing shall be fin and binding) may decide on the amount of tendered value of the work for every completed day / month (as applicable) that the progress remains below that specified in Clause 5 or that the work remains incomplete.

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

Compensation : @ 1.5% per month.

For delay of work : of delay to be computed on per day basis.

Provided always that the total amount of compensation for delay to be paid under this condition shall not exceed 10% of the tendered value of the work or to the tendered value of the item or group of items of work for which a separate period of completion is originally given.

The amount of compensation may be adjusted or set-off against any sum payable to the contractor under this or any other contract with the Government. In case, the contractor does not achieve a particular milestone mentioned in Schedule-F, or the re-scheduled milestone(s) in terms of Clause-5.4, the amount shown against that milestone shall be withheld, to be adjusted against the compensation levied at the final grant of extension of time. With holding of this amount on failure to achieve a milestone shall be automatic without a notice to the contractor. However, if the contractor catches up with the progress, work on the subsequent milestone(s) the withheld amount shall be released. In case the contractor fails to make up for the delay in consequent milestone(s) amount mentioned against each milestone missed subsequently also shall be withheld. However, no interest, whatsoever, shall be payable on such withheld amount.

#### **CLAUSE- 2A INCENTIVE FOR EARLY COMPLETION**

In case, the contractor completes the work ahead of scheduled completion time, a bonus @ 1% (One percent) of the tendered value per month computed on per day basis, shall be payable to the contractor, subject to a maximum limit of 5% (five percent) of the tendered value. The amount of bonus, if payable, shall be paid along with final bill after completion of work provided always that the provision of the Clause 2 A shall be applicable only when so provided in Schedule "F".

#### **CLAUSE – 3 WHEN CONTRACT TO BE DETERMINED**

vii) If the work is not started by the contractor within 1/8<sup>th</sup> of the stipulated time.

When the contractor has made himself liable for action under any of the case aforesaid, the Engineer-in-Charge on behalf of the President of India shall have powers :

- a) To determine of rescind the contract as aforesaid (of which termination of rescission notice in writing to the contractor under the hand of Engineer-in-Charge shall be conclusive evidence). Upon such determination or rescission, the Earnest Money Deposit already recovered and Performance Guarantee under the contract shall be liable to be forfeited and shall be absolutely at the disposal of the Government.

b) Deleted.

c) After giving notice to the contractor to measure up the work of the contractor and to take such whole, or the balance or part thereof as shall be un-executed out of his hands and to give it to another contractor to complete the work. The contractor, whose contract is determined of rescinded as above, shall not be allowed to participate in the tendering progress for the balance work.

In the event of above course(s) being adopted by the Engineer-in-Charge, the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchases or procured any materials or entered into any engagements or made any advances on account of with a view to the execution of the work or the performance of the contract. And in case action is taken under any of the provision aforesaid the contractor shall not be entitled to recover or be paid any sum for any work thereof or actually performed under this contract unless and until the Engineer-in-Charge has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

#### **CLAUSE – 3 A**

In case, the work cannot be started due to reasons not within the control of the contractor within 1/8<sup>th</sup> of the stipulated time for completion of work, either party may close the contract. In such eventuality, the Earnest Money Deposit and the Performance Guarantee of the contractor shall be refunded, but no payment on account of interest, loss of profit or damages etc. shall be payable at all.

#### **CLAUSE – 5 TIME AND EXTENSION FOR DELAY**

The time allowed for execution of the works as specified in the schedule “F” or the extended time in accordance with these conditions shall be the essence of the contract. The execution of the work shall commence from the 15<sup>th</sup> day or such time period as mentioned in letter of award after the date on which the Engineer-in-Charge issues written orders to commence the work from the date of handing over of the site whichever is later. If the contractor commits default in commencing the execution of the work as aforesaid, Government shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the Earnest Money and Performance Guarantee absolutely.

5.1 As soon as possible after the contract is concluded the contractor shall submit a time and progress chart for each milestone and get it approved by the Department. 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 which the time allowed for any work, exceeds one month (save for special jobs for which a separate programme have been agreed upon) complete the work as per milestones given in Schedule "F".

5.3 Request for rescheduling of milestones and extension of time, to be eligible for consideration, shall be made by the contractor in writing within fourteen days of the happening of the event causing delay on the prescribed form. The contractor may also, if practicable, indicate in such a request the period for which extension is desired.

5.4 In any such case the authority mentioned in Schedule "F" may give a fair and reasonable extension of time and reschedule the milestones for completion of work. Such extension shall be communicated to the contractor by the Engineer-in-Charge in writing, within 3 months of the date of receipt of such request. Non application by the contractor for extension of time shall not be a bar for giving a fair and reasonable extension by the Engineer-in-Charge and this shall be binding on the contractor.

**CLAUSE – 7 : GROSS WORK TO INTERIM PAYMENT.**

**CLAUSE – 10 B ii) MOBILISATION ADVANCE**

Mobilisation advance not exceeding 10% of tendered value or Rs. 1.00 Crore whichever is less may be given, if requested by the contractor in writing within one month of the order to commence the work. In such a case the contractor shall execute a Bank Guarantee Bond from the scheduled Nationalised Bank as specified by the Engineer-in-Charge for the full amount of such advance is released. Such advance shall be in two or more installments to be determined by the Engineer-in-Charge at his absolute discretion. The first installments of such advance shall be released by the Engineer-in-Charge to the contractor on a request made by the contractor to the Engineer-in-Charge in this behalf. The second and subsequent installments shall be released by the Engineer-in-Charge only after the contractor furnishes a proof of the

satisfactory utilisation of the earlier installment to the entire satisfaction of the Engineer-in-Charge. A simple interest of 10% should be levied in the advance made.

Mobilisation advance shall be admissible only for works where estimated cost put to tender is Rupees Two Crores and above, Plant, machinery & shuttering advance.

**CLAUSE – 10 B iii) Para – 1 Plant, Machinery and shuttering advance.**

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

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

1. Leasing company, which gives certificate of agreeing to lease equipment to the contractor.
2. Engineer-in-Charge and
3. The contractor.

**CLAUSE – 10 C PAYMENT ON ACCOUNT OF INCREASE IN PRICES / WAGES DUE TO STATUTORY ORDER (S)**

If after submission of the tender the price of any material incorporated in the works (not being a material supplied from the Engineer-in-Charge's Store in accordance with Clause 10 thereof) and / or wages of Labour increases as a direct result of the coming into force of any fresh law, or statutory rule or order (but not due to any changes in Sales Tax) and such increase in the price and / or wages prevailing at the time of the last stipulated date of receipt of the tenders including extensions if any for the work and the contractor thereupon necessarily and properly pays in respect of that material (incorporated in works) such increased price and / or in respect of labour engaged on the execution of the work such increased wages, then the amount of the contract shall accordingly be varied and provided further that any such increase shall not be payable if such increase has become operative after the stipulated date of completion of the work in question.

If after submission of the tender, the price of any material incorporated in the works (not being a material supplied from the Engineer-in-Charge's Stores in accordance with Clause-10 thereof) and / or wages of labour is decreased as a direct result of the coming into force of any fresh law of statutory rules or order (but not due to any changes in Sales Tax) and such decrease in the prices and / or wages prevailing at the time of receipt of the tender for the work. Government shall in respect of materials incorporated in the work (not being materials supplied from the Engineer-in-Charge's Stores in accordance with Clause – 10 thereof) and / or labour engaged on the execution of the work after the date of coming into force of such law statutory rule or order be entitled to deduct from the dues of the contractor such amount as shall be equivalent to the difference between the prices of the materials and / or wages as prevailed at the time of the last stipulated date of receipt of tenders including extensions if any for the work and the prices of materials and / or wages of labour on the coming into force of such law, statutory rule of order.

The contractor shall for the purpose of this condition, keep such books of account and other documents as are necessary to show the amount of any increase claimed or reduction available and shall allow inspection of the same by a duly authorized representative of the Government, and further shall, at the request of the Engineer-in-Charge may require any documents so kept and such other information as the Engineer-in-Charge may require.

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

**61**

Payment due to increase/ decrease in prices of cement and steel reinforcement bars / BITUMEN after receipt of tender

1). If after submission of the tender, the price of cement and/or steel reinforcement bars / BITUMEN incorporated in the works (not being a material supplied from the Engineer-in-charge's stores in accordance with Clause 10 thereof) increase and such increase in the price prevailing at the time of the last stipulated date for receipt of tenders including extension, if any for the work, then the amount of the contract shall accordingly be varied and provided further that any such increase shall not be payable if such increase has become operative after the stipulated date of completion of work in question.

2). If after submission of the tender, the prices of cement and/or steel reinforcement bars / BITUMEN incorporated in the works (not being a material stipulated from the Engineer-in-Charge's Stores in accordance with the Clause 10 thereof) is decreased, Government shall in respect of these materials incorporated in the work (not being materials supplied from the Engineer-in-charge's stores in accordance with Clause 10 thereof) be entitled to deduct from the dues of the contractor such amount as shall be equivalent to the difference between the prices of cement and/or steel reinforcement bars / BITUMEN as prevailed at the time of last stipulated date for receipt of tenders including extensions if any for the work and the prices of these materials on the coming into force of such base price of cement and/or steel reinforcement bars issued under authority of Director General (Works) CPWD.

3).

4). The increase/decrease in prices shall be determined by the cost communicated by the Chief Engineer, PWD, Puducherry for cement and steel (bars and roads) / BITUMEN and base price for cement and/or steel reinforcement bars / BITUMEN as issued under authority of Chief Engineer, PWD, Puducherry as valid on the last stipulated date of receipt of tender, including extension if any and for the period under consideration.

5). The amount of the contract shall accordingly be varied for cement and/or steel reinforcement bars / BITUMEN and will be worked out as per the formula given below:

**a) Adjustment for component of 'Cement'**

$$V_c : P_c \times Q_c \times \frac{C_i}{C_o} - C_o$$

Where, **V<sub>c</sub>** : Variation in cement cost i.e increase or decrease in the amount in rupees to

be paid or recovered.

**Pc** : Base price of cement as mentioned in the PSR based on which estimate or the proportionate cost index based on cement price which was considered in the justified amount. The basic cost index shall be 100 as on September 2004 during which the cement price is Rs.3,000/- per MT.

**Qc** : Quantity of cement used in the works since previous bill.

**Cio** : Cost index of cement at the time of stipulated dated of receipt of tender of the proportionate cost index based on cement price which was considered in the justified amount. The basic cost index shall be 100 as on September 2004 during which the cement price is Rs.3,000/- per MT.

**Ci** : Cost index of cement for the period under consideration as approved by the Chief Engineer, PWD, Puducherry with reference to the basic cost index as on September 2004.

**b). Adjustment for component of “Steel”.**

$$V_s = P_s \times Q_s \times \frac{S_i - S_{i0}}{S_{i0}}$$

$S_{i0}$

Where;

**Vc** : Variation in cost of steel reinforcement bars i.e. increase or decrease in the amount in rupees to be paid or recovered.

**Ps** : Base price of steel reinforcement bars as mentioned in the PSR based on which estimate or technically sanctioned and valid at the time of last stipulated date of receipt of tender including extension in opening of tender if any (or) basic rate of steel reinforcement bars considered for working out the justified amount to compare the tender for current market / schedule of rate as the case may be.

**Qs** : Quantity of steel reinforcement bars either by way of secured advance or used in work since previous bill. (whichever is earlier)

**Sio** : Cost index of steel reinforcement bars at the time of stipulated dated of receipt of tender (or) the proportionate cost index based on steel reinforcement bars price which was considered in the justified amount. The basic cost index shall be 100 as on September during which the steel reinforcement bars price is Rs.18 per kg.

**Si** : Cost index of steel reinforcement bars for the period under consideration as approved by the Chief Engineer, PWD, Puducherry with reference to the basic cost index as on September 2004.

**c). Adjustment for component of “Bitumen”.**

$$V_b = P_b \times Q_b \times \frac{B_i - B_{i0}}{B_{i0}} \text{ Where;}$$

**V<sub>b</sub>** : Variation in cost of bitumen (i.e) increase or decrease in the amount in rupees to be paid or recovered.

**P<sub>b</sub>** : Base price of bitumen as mentioned in the PSR based on which estimate or technically sanctioned and valid at the time of last stipulated date of receipt of tender including extension in opening of tender if any (or) basic rate of steel reinforcement bars considered for working out the justified amount to compare the

tender for current market / schedule of rate as the case may be.

**Q<sub>b</sub>** : Quantity of Bitumen paid by way of secure advance or used in work since previous bill. (whichever is earlier)

**Si<sub>o</sub>** : Cost index of bitumen at the time of stipulated dated of receipt of tender (or) the proportionate cost index based on bitumen price which was considered in the justified amount. The basic cost index shall be 100 as on September during which the bitumen grade 80/100 price is Rs.11,297/- per MT and for bitumen grade 60/70 price is Rs.13,450/- per MT.

**Bi** : Cost index of bitumen for the period under consideration as approved by the Chief Engineer, PWD, Puducherry with reference to the basic cost index as on September 2004.

### **Partial amendment issued vide DGW / CON / 174**

If the prices of materials (not being materials supplied or services rendered at fixed prices by the Department in accordance with Clauses 10 and 34 thereof) and / or wages of labour required for execution of the work increase, the contractor shall be compensated for such increase as per provisions detailed below and the amount of the contract shall accordingly be varied, subject to the condition that such compensation for escalation in prices shall be available only for the work done during the stipulated period of the contract. No escalation shall be paid for work executed in extended contract period even if extension of time is granted without any action under Clause 2 and also no such compensation shall be payable for a work for which the stipulated period of completion is as specified in Schedule-F such compensation....

(vii) In the event..... Mutandis apply, provided that :

(a) No such adjustment for the decrease in the price of materials and / or wages of labour aforementioned would be made in case of contracts in which the stipulated period of completion of the work is equal to or less than the time as specified in Schedule-F.

(ix) Provided always that the provision of the Clause 10C and 10CA shall not be applicable for contracts where provisions of this clause are applicable but in cases where provisions of this clause are not applicable, the provisions of Clause 10C and 10CA will become applicable.

**CLAUSE – 10 CC PAYMENT DUE TO INCREASE / DECREASE IN PRICES / WAGES AFTER RECEIPT OF TENDER FOR WORKS (TIME PERIOD MORE THAN 18 MONTHS)**

If the prices of materials (not being materials supplied or services rendered at fixed prices by the Department in accordance with Clauses 10 & 34 thereof) and / or wages of labour required for execution of the work increase, the contractor shall be compensated for such increase as per provisions detailed below and the amount of the contract shall accordingly be varied, subject to the condition that such compensation for escalation in prices shall be available only for the work done during the stipulated period of the contract. No escalation shall be paid for work executed in extended contract period even if extension of time is granted without any action under Clause 2 and also no such compensation shall be payable for a work for which the stipulated period of completion is equal to or less than the time as specified in Schedule "F". Such compensation for the escalation in the prices of materials and labour, when due, shall be worked out based on the following provision :-

**MI**

All India whole price index for civil component / electrical component appropriable component be kept by NIT approving authority construction material as worked out on the basis of All India wholesale price Index for Individual commodities group items for the period under consideration as published by the Economic Advisor to Government of India, Ministry of Industry and Commerce and applying weightages to the individual commodities / group items.

**MIO**

All India whole sale price index for civil component / electrical component appropriable component be kept by NIT approving authority construction material as worked out on the basis of All India wholesale price Index for Individual commodities group items valid on the last stipulated date of receipt of tender including extension, if any as published by the Economic Adviser to Government of India, Ministry of Industry and Commerce and applying weight ages to the individual commodities / group items.

Clause 10CC Para VIII (a) and (ix) modified.

Clause 12 page 31 Para 12.1.1 - Now remembered as 12.1

Clause 12 page 31, 32, 33 Para 12.1.2 deleted

Clause 12.2 page 32, 33 Deviation, Extra Items and pricing Amended / Now introduced.

In the case of extra item(s) the contractor may within 15 days of receipt of order of occurrence of the item(s) claim rates. Supported by proper analysis for the work and the Engineer-in-Charge shall within one month of the receipt of the claims supported by analysis after giving consideration to the analysis of rates submitted by the contractor determine the rates on the basis of the market rates and the contractor shall be paid in accordance with the rates so determined. Clause 12.2 page 32, 33 Deviation, Substituted Items, pricing – Amended / Now introduced.

In the case of substituted items the rate for the agreement item (to be substituted) and substituted items shall also be determined in the manner as mentioned

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

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

#### **CLAUSE 11 SPECIFICATION TO BE FOLLOWED FOR EXECUTION OF WORK**

#### **CLAUSE 12.2 DEVIATION, DEVIATED QUANTITIES PRICING AMENDED / NOW INTRODUCED**

In the case of contract items, substituted items, contract cum substituted items which exceed the limits laid down by Schedule F, the contractor may within 15 days of receipt of order or occurrence of the excess claim revision of the rates supported by proper analysis for the work in excess of the above mentioned limits provided that if the rates so claimed are in excess of the rates specified in the schedule of quantities the Engineer-in-Charge shall within one month of receipt of the claims supported by analysis after giving consideration to the analysis of the rate substituted by the contractor determine the rates on the basis of the market rates and the contractor shall be paid in accordance with the rates so determined.

#### **CLAUSE 12.3 AMENDED / NOW INTRODUCED**

The provisions of the proceeding paragraph shall also apply to the decrease in the rates of items for the work in excess of the limits laid down in Schedule “F”, and the Engineer-in-Charge shall after giving notice to the contractor within one month of

occurrence of the excess and after taking into consideration any reply received from him within 15 days of receipt of the notice, revise the rates for the work in question within one month of the expiry of the said period of 15 days having regard to the market rates.

**CLAUSE 12.5 PAGE 33 AMENDED / NOW INTRODUCED**

For the purpose of operation of Schedule F the following works shall be treated as works relating to foundation

**CLAUSE – 17 ENHANCED MAINTENANCE PERIOD**

If the contractor or his working people or servants shall break, deface, injure or destroy any part of building in which they may be working or any building road, road curb, fence, enclosure, water pipe, cables, drains electric or telephone post or wire, trees, grass or grass land or cultivated ground contiguous to the premises on which the work or any part is being executed or if any damage shall happen to the work while in progress, from any cause whatever or if any defect, shrinkage or other faults appear in the work within twelve months (5 months in the case of any work other than road works costing Rs. 10,00,000 and below) after a certificate final or otherwise of its completion shall have been given by the Engineer-in-Charge as aforesaid arising out of defect or improper materials or workmanship the contractor shall upon receipt of a notice in writing on that behalf make the same good at his own expense or in default the Engineer-in-Charge the same to be made good by other workman and deduct the expense from any sums that may be due or at any time thereafter or of a sufficient portion thereof. The Security Deposit of the contractor shall not be refunded before the expiry of twelve months (six months in the case of any work other than road work costing Rs. 10,00,000 and below) after the issue of the certificate final or otherwise of completion of work or till the final bill has been prepared and passed whichever is latter. Provided that in the case of road work if in the opinion of the Engineer-in-Charge, half of the security deposit is sufficient to meet all liabilities of the contractor under this contract half of the security deposit will be refundable after six months and the remaining half after twelve months of the issue of the said certificate of completion or till the final bill has been prepared and passed whichever is later.

**CLAUSE – 21 WORK NOT TO BE SUBLET ACTION IN CASE OF INSOLVENCY**

The contract shall not be assigned or sublet without the written approval of the Engineer-in-Charge. And if the contractor shall assign or sublet his contract, or attempt to do so, or become insolvent or commence any insolvency proceedings or make any composition with his creditors or attempt to do so, if any bribe, gratuity, gift, loan, perquisite, reward or advantage pecuniary or otherwise, shall either directly or indirectly, be given, promised or offered by the contractor, or any of his servants or agent to any public officer or person in the employ of Government in any way relating to his office or employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Engineer-in-Charge on behalf of the President of India shall have power to adopt the course specified in Clause –3 hereof in the interest of Government and in the event of course being adopted the consequence specified in the said Clause – 3 shall ensure.

**CLAUSE – 42 SCHEDULE – “F” RECOVERY RATES FOR QUANTITIES BEYOND PERMISSIBLE VARIATION AMENDED / NOW INTRODUCED**

Rates in figure and words at which recoveries shall be made from contractor, Rate in Schedule “B” plus 10% in case materials issued by the Department.

Excess beyond permissible	Less use beyond the permissible
Variation	Variation

**CLAUSE – Nil : Page 6 – 3<sup>rd</sup> Para**

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

Page 6, Para 3 deleted.

Page 7, Para 2, line 3.

Of tender and Performance Guarantee shall be absolutely forfeited to the President of India and the same may at the Schedule “F” Page 93.

(i) Earnest Money	: <b>Rs.</b>
(ii) Performance Guarantee	: 5% of tendered value.
(iii) Security Deposit	: 5% of tendered value

**SCHEDULE – ‘F’ CLAUSE – 5****MILESTONE(S) As per table given below****TABLE FOR MILESTONE(S)**

Sl. No.	Description of Milestone (Physical)	Time allowed in days (from date of start)	Amount to be withheld in case of non-achievement of milestone
1,			
2.			

Or

Sl. No.	Financial Progress	Time allowed in days (from date of start)	Amount to be withheld in case of non-achievement of milestone
1.	1/8 <sup>th</sup> (of the whole work)	1/4 <sup>th</sup> (of the whole work)	In the event of not achieving the necessary progress as assessed from the running payments 1% of the tendered value of work will be withheld for failure of each milestone.
2.	3/8 <sup>th</sup> (of the whole work)	1/2 (of the whole work)	
3.	3/4 <sup>th</sup> (of the whole work)	3/4 <sup>th</sup> (of the whole work)	
4.	Full		Full