



BROADCASTING CORPORATION OF INDIA
OFFICE OF THE EXECUTIVE ENGINEER (CIVIL)
CIVIL CONSTRUCTION WING, ALL INDIA RADIO,
1085, GANESH KHIND ROAD, PUNE - 411016

ORIGINAL N.I.T.

NO. 13/EEC/CCW/AIR/PUNE/2023-24 Dated : 16.10.2023

**NAME OF WORK : Painting work of 100 metre
steel tower at Akashwani,
Solapur.**

ESTIMATED COST : Rs. 3,84,533/-

**EARNEST MONEY : Rs.7,691 /-
DEPOSIT**

SECURITY DEPOSIT : 2.50% OF WORK DONE VALUE

**PERFORMANCE
GUARANTEE : 5% OF TENDERED VALUE**

TIME LIMIT : 2 (Two) Months.

***Certified that this NIT contains pages from 1 to 45 in serial
order and approved for Rs. 3,84,533/- only.***

“APPROVED”

**EXECUTIVE ENGINEER
CCW,AIR,PUNE-16**

I N D E X

**Name of work : Painting work of 100 metre steel tower at Akashwani,
Solapur.**

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**EXECUTIVE ENGINEER (CIVIL)
CCW AIR PB (IPSB) PUNE-16**

**PRASAR BHARATI
(IPSB)
CCW,ALL INDIA RADIO, PUNE-16
NOTICE INVITING e-TENDER**

The Executive Engineer (Civil), Civil Construction Wing, All India Radio, PB(BCI), 1085, Ganesh khind road, Pune Invites on behalf of President of India online **Item rate** tenders from approved and eligible contractors of CPWD and those of appropriate list of BSNL, MES, Railways, Department of Post and state PWD of Maharashtra state for OR Specialized firms / specialized contractors up to **16.00 hrs** on **21.11.2023** for following work:-

NIT No.	Name of work	Estimated Cost	Earnest Money Deposit	Time Limit	Last date and time of online submission of Tender	Last date & time to submit hard copies of other documents by the lowest tenderer only	Time and date of opening of e-Tenders
13/EEC/CCW/AIR.PUNE/ 2023-24	Name of work : Painting work of 100 metre steel tower at Akashwani, Solapur.	3,84,533/-	7,691/-	2 (Two) Months)	21.11.2023 upto 16.00 Hrs.	29.11.2023 Upto 16.00 Hrs.	22.11.2023 at 12.30 Hrs

For further details, log on to <https://prasarbharati.eproc.in>

EXECUTIVE ENGINEER (CIVIL)
CCW AIR PB(IPSB) PUNE-16

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

NIT NO. –13/EEC/CCW/AIR/PUNE/2023-24

The Executive Engineer (Civil), CCW, All India Radio PB (BCI) 1085, Ganesh khind road, Pune 16 invites, on behalf of President of India online **Item Rate** tenders from approved and eligible contractors of CPWD and those of appropriate list of BSNL, MES, Railways, Departments of post and state PWD of Maharashtra up OR Specialized firms / specialized contractors up to **16.00 hrs** on **21.11.2023** for following work:-

S. N.	NIT No	Name of Work and location	Estimated cost put to tender	Earnest money	Period of completion	Last Date and time of submission of e-tender	Last date & time to submit hard copies of other documents by the lowest tenderer only	Time & Date of opening of Tender.
1	13/EEC/CCW/AIR.PUNE/ 2023-24	Name of work : Painting work of 100 metre steel tower at Akashwani, Solapur.	3,84,533/-	7,691/-	2 (Two) Months)	21.11.2023 upto 16.00 Hrs.	29.11.2023 Upto 16.00 Hrs.	22.11.2023 at 12.30 Hrs

1. The intending bidder must read the terms and conditions of CPWD-6 carefully. He should only submit his bid if he consider himself eligible and he is in possession of all the documents required.
2. Information and Instructions for bidders posted on website shall form part of bid document.
3. The bid document consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen and downloaded from website <https://prasarbharati.eproc.in> free of cost.
4. The bid can only be submitted after **depositing Processing Fee in favour of M/s. C1 INDIA Private Limited** and uploading the mandatory scanned documents such as Demand Draft or Pay Order or Bankers Cheque or Deposit at call Receipt of FDR and Bank Guarantee of any Schedule Bank towards EMD in favour of **“Executive Engineer (Civil), CCW , AIR, PRASAR BHARATI (BCI), Pune”** and other documents as specified. The FDR should be valid for a period of Six months or more after date of opening of the tender.

5. Those contractors not registered on the website mentioned above, are required to get registered beforehand. If needed they can be imparted training on online bidding process as per details available on the website.
6. The intending bidder must have valid class-III digital signature to submit the bid.
7. On opening date, the contractor can login and see the bid opening process. After opening of bids he will receive the competitor bid sheets.
8. Contractor can upload documents in the form of **JPG** format and **PDF** format.
9. In case of e-tendering, integrity Pact (IP) shall be treated in the same manner as other components of the bid document. In e-tendering the intending bidder does not sign any documents physically and entire bid document is submitted through digital signature. Since IP is a part of bid document no separate physical submission is required with other documents to be submitted in the office of tender opening authority. In addition to other component of bid document, the integrity pact shall also be signed between Executive Engineer & successful bidder after acceptance of bid.
10. **The Bidder should possess Certificate of Registration for GST. It is mandatory to upload scanned copies of all the documents including GST registration if these documents are not uploaded, then bid will become invalid and shall summarily be rejected.**
11. **The Bidder(s) shall quote all-inclusive rates including all taxes, GST etc. against the items in the schedule of quantities and nothing extra shall be payable.**
12. **The Bidder should examine the various provisions of CGST Act 2017, IGST Act 2017 / UGST Act 2017, SGST Tax 2017 of the respective state and up to date amendments issued from time to time and other applicable taxes before bidding / tendering. The bidder shall also confirm to the rules made under these Acts.**
13. **The Bidder shall ensure that benefit of Input tax Credit (ITC) likely to be availed by them is duly considered by them while quoting rates.**
14. **The Bidder shall submit the Invoice of the work executed as per Rule 46 of the CGST rules. The taxes will be calculated as per Rule 35 of CGST Rules 2017.**

15. **As bidders rate are inclusive of all taxes, no reimbursement of any tax shall be made . The Clause 37 of GCC 2014 of NIT/Contract stands modified accordingly.**

16. **TDS on Income tax, labour cess and other statutory deductions shall be made at source as per prevalent laws. TDS on GST as and when become applicable will also be deducted as per relevant GST Act / Rules / Notifications.**

17. **List of Documents to be scanned and uploaded within the period of bid submission:**

- I) Scanned copy of EMD in form of Treasury Challan/Demand Draft/Pay order or Banker's Cheque /Deposit at Call Receipt/FDR/Bank Guarantee of any Scheduled Bank against EMD (must be submitted as a Single instrument. If a part of EMD is submitted in the form of Bank Guarantee, the balance should be single instrument)
- II) Certificate of Registration for GST & Acknowledgement of up to date filed returns i.e. upto **September, 2023**
- III) Copy of Bidder PAN Card
- IV) **Affidavit** (as per clause **1.2.3 in CPWD-6**) with Name of Work and NIT NO., On non judicial stamp paper of Rs. 100/- duly notarized
- V) Valid Enlistment Order of the Contractor of Eligibility Class.
- VI) Certificates of Work Experience (As per clause 1.2 and 1.2.1)
- VII) Bank Solvency Certificate (for specialized agency only)
- VIII) Certificate of Financial Turnover from CA (for specialized agency only).

. The bidder shall be required to produce original documents for verification on demand by the Executive Engineer(C), CCW, AIR, Pune.

**EXECUTIVE ENGINEER (CIVIL)
CCW AIR PB(IPSB) PUNE-16**

P R A S A R B H A R A T I
(India's Public Service Broadcaster)
CIVIL CONSTRUCTION WING, ALL INDIA RADIO
NOTICE INVITING e-TENDER

Item rate online 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 B.S.N.L./M.T.N.L., M.E.S., Department of Posts, State P.W.D. of **Maharashtra** and Railways for the work of OR Specialized firms / specialized contractors up to **16.00 hrs** on **21.11.2023** for following work:-

**Name of work : Painting work of 100 metre steel tower at
Akashwani, Solapur.**

1.1 The work is estimated to cost **Rs.3,84,533/-**. This estimate, however, is given merely as a rough guide.

1.2 Intending bidder is eligible to submit the bid provided he has definite proof from the appropriate authority, which shall be to the satisfaction of the competent authority, of having satisfactorily completed similar works. **(Similar work means Steel Tower painting works of minimum height of 60 metre)** of magnitude specified below, in last **7 years** ending last day of the month previous to the one in which the bids are invited:

Criteria of eligibility for submission of bid documents:

1.2.1 **THREE** works as mentioned above each of value not less than **Rs. 01.53 Lakh**
OR

TWO works as mentioned above each of value not less than **Rs. 02.30 Lakh**
OR

ONE work as mentioned above of value not less than **Rs. 03.07 Lakh**

1.2.2 The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum, calculated from the date of completion to the last date of submission of bid.

- (a) Specialized Contractors / specialized firms who fulfill the following requirements shall be eligible to apply. Joint ventures are not accepted.
- (b) Should have had average annual financial turnover of Rs. 17.00 lakhs during last three years ending 31st March 2023 (Scanned copy of certificate from CA to be uploaded)
- (c) Should not have incurred any loss in more than two years during the last five years ending 31st March 2023 (scanned copy of certificate from CA to be uploaded)
- (d) Should have a Solvency of Rs. 7.00 lakhs (Scanned copy of original solvency to be uploaded)

1.2.3 To become eligible for issue of bid, the bidders shall have to furnish an affidavit as under: (please refer Sr.No.19. IV Page No.5 of this NIT)

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

Earnest Money Deposit /Performance Guarantee. (Scanned copy to be uploaded at the time of submission of bid)

2. Agreement shall be drawn with the successful bidders on prescribed Form No. CPWD-7/8 (or other Standard Form as mentioned), which is available as a Govt. of India Publication and also available on website www.cpwd.gov.in. Bidders shall quote their 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 forty five days from the date of start as defined in schedule 'F' or from the first date of handing over of the site, whichever is later, in accordance with the phasing, if any, indicated in the bid documents.
4. The site for the work is available.
OR
The site for the work shall be made available in parts as specified below: -----
-----.
5. The bid document consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents except Standard General Conditions of Contract Form can be seen on the web Site <https://prasarbharati.eproc.in> free of cost.
6. After submission of the bid the contractor can re-submit revised bid any number of times but before last time and date of submission of bid as notified.
7. While submitting the revised bid, contractor can revise the rate of one or more item(s) any number of times (he need not re-enter rate of all the items) but before last time and date of submission of bid as notified.
8. Earnest Money for **Rs. 7,691/-** in the form of Treasury Challan or Demand Draft or Pay order or Banker's Cheque or Deposit at Call Receipt or fixed Deposit Receipt (drawn in favour "Executive Engineer (Civil), CCW , AIR, PRASAR BHARATI (BCI), Pune" shall be scanned and uploaded to the e-Tendering website within the period of bid submission. **The original EMD should be deposited either in the office of the Executive Engineer (C), CCW, AIR, Pune or division office of any Executive Engineer, CCW, AIR within the period of bid submission. (The EMD document shall only be issued from the place in which the office of receiving division is situated). The EMD receiving Executive Engineer shall issue a receipt of deposition of earnest money deposit to the bidder in a prescribed format uploaded by the Executive Engineer(C), CCW, AIR, Pune in the NIT. This receipt shall also be uploaded to the e-tendering website by the intending bidder up to the specified bid submission date and time.**

A part of earnest money is acceptable in the form of bank guarantee also. In such case, 50% of earnest money or Rs. 20 lakhs, whichever is less, will have to be deposited in the shape prescribed above, and balance in shape of Bank Guarantee of any scheduled bank which is to be scanned and uploaded by the intending bidders. The FDR shall be accepted only if it is valid for a period of six months or more after the date of opening of Tender.

The Certified copy of all the scanned and uploaded documents shall be deposited by the lowest tenderer within a week after opening of financial bid failing which the tender shall be rejected and enlistment of the agency shall be withdrawn by the enlisting authority.

1. The certified copy of all the scanned and uploaded documents specified in the press tender notice shall be deposited by me /us with the Executive Engineer calling the tender in case I / We become the lowest tenderer within a week of the opening of the financial bid otherwise the department (CCW, AIR) may Reject the Tender and take the action to Debar me / us from Tendering in CCW, AIR, for a period of three years and can write to the Competent Authority for cancellation of my / our enlistment (Original papers of the uploaded documents shall be shown for verification).

Interested contractor who wish to participate in the bid has also to make following payments within the period of bid submission:

- (i) **e-Tender Processing Fee (as per ITI rules) shall be payable to M/s. C1 INDIA Private Limited through their e-gateway by credit/debit card, internet banking or RTGS/NEFT facility.**

Copy of enlistment order and certificate of work experience and other documents as specified in the press/tender notice shall be scanned and uploaded to the e-tendering website within the period of bid submission. **However, certified copy of all the scanned and uploaded documents as specified in press/tender notice shall have to be submitted by the lowest bidder only within a week physically in the office of tender opening authority.**

Online bid documents submitted by intending bidders shall be opened only of those bidders, **who have deposited e-tender processing fee with M/s. C1 INDIA Private Limited & Original Earnest Money Deposit deposited in the office of the Executive Engineer(C), CCW, AIR, Pune or any other division office of any Executive Engineer, CCW, AIR within the period of bid submission & other documents scanned and uploaded are found in order.**

The bid submitted shall be **opened at 12.30 Hrs. on 22.11.2023**

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

- (i) The bidder is found ineligible.
- (ii) ~~The bidder does not deposit original EMD either in the office of the Executive Engineer(C), CCW, AIR, Pune or division office of any Executive Engineer, CCW, AIR within the period of bid submission.~~
- (iii) The bidder does not upload all the documents (including **GST** registration) as stipulated in the bid document including the copy of receipt for deposition of original EMD affidavit and the certified copy of all the scanned and uploaded documents.
- (iv) If any discrepancy is noticed between the documents as uploaded at the time of submission of bid and hard copies as submitted **physically by the lowest tenderer** in the office of tender opening authority.
- (v) If a tenderer quotes NIL rates against any item in item rate tender or does not quote any percentage above / below on the total amount of the tender or any section / sub head in percentage rate tender, the tender shall be treated as invalid and will not be considered as lowest tenderer.

11. The contractor whose tender is accepted will be required to furnish **Performance Guarantee of 5% (five percent)** of the tendered amount within the period specified in Schedule F. This guarantee shall be in the form of cash (in case guarantee amount is less than Rs. 10,000.00) 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. 1,00,000.00) or Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the prescribed form.
- In case the contractor fails to deposit the said performance guarantee within the period as indicated in Schedule 'F', including the extended period if any, the Earnest Money deposited by the contractor shall be forfeited automatically without any notice to the contractor. The earnest money deposited along with bid shall be returned after receiving the aforesaid performance guarantee.
12. Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to the nature of the ground and sub-soil (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. A tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. The tenderer shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a tender by a tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plant, etc. will be issued to him by the Government and local conditions and other factors having a bearing on the execution of the work.
13. The competent authority on behalf of President of India does not bind himself to accept the lowest or any other tender, and reserves to himself the authority to reject any or all of the tenders received without the assignment of a reason. All tenders, in which any of the prescribed conditions is not fulfilled or any condition including that of conditional rebate is put forth by the tenderer, shall be summarily rejected.
14. 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.
15. The competent authority on behalf of President of India reserves to himself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rate quoted.
16. The contractor shall not be permitted to tender for works in the CCW AIR Circle (responsible for award and execution of contracts) in which his near relative is posted as Divisional Accountant or as an officer in any capacity between the grades of Superintending Engineer and Junior Engineer (both inclusive). He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any gazetted officer in the Civil Construction Wing of All India Radio or in the Ministry of Information & Broadcasting. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of this Department.

17. No Engineer of gazetted rank or other Gazetted officer employed in Engineering or Administrative duties in an Engineering Department of the Government of India is allowed to work as a contractor for a period of two years after his retirement from Government service, without the previous permission of the Government of India in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of the Government of India as aforesaid before submission of the tender or engagement in the contractor's service.
18. The bid for the works shall remain open for acceptance for a period of **30 (Thirty)** days from the date of opening of bids. If any tenderer withdraws his tender before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the tender which are not acceptable to the Department, then the Government shall, without prejudice to any other right or remedy, be at liberty to forfeit **50%** of the said earnest money as aforesaid. Further the bidders shall not be allowed to participate in the rebidding process of the work.
19. This Notice Inviting Tender shall form a part of the contract document. The successful tenderer/contractor, on acceptance of his tender by the Accepting Authority, shall, within **15 days** from the stipulated date of start of the work sign the contract consisting of:-
- a) The Notice Inviting Bid, all the documents including additional conditions, specifications and drawings, if any, forming part of the bid as uploaded at the time of invitation of bid and the rates quoted online at the time of submission of bid and acceptance thereof together with any correspondence leading thereto.
 - b) Standard C.P.W.D. Form No. 7—/ 8 or other standard CPWD forms as applicable

EXECUTIVE ENGINEER (CIVIL)
CCW AIR PB (IPSB) PUNE-16
For and on behalf of President of India

NIT approved for Rs. 3,84,533 /- (Rs. Three Lakhs Eighty Four Thousand Five Hundred Thirty Three Only)

PRASAR BHARATI
(INDIAS PUBLIC SERVICE BROADCASTER)
CIVIL CONSTRUCTION WING, ALL INDIA RADIO

State : **MAHARASHTRA**
Branch : AIR,CIVIL
Zone : WEST

Circle : MUMBAI
Division : PUNE
Sub-Division : PUNE- III

Item Rate Tender & Contract for Works

Name of work : Painting work of 100 metre steel tower at Akashwani, Solapur.

To be **submitted online** through the website <https://prasarbharati.eproc.in> by **16.00** hours on **21.11.2023** to the Executive Engineer (Civil), Civil Construction Wing, All India Radio, Prasar Bharati (IPSB), Pune-16.

(i) To be **opened online** at the website <https://prasarbharati.eproc.in> in presence of tenderers who may be present at **12.30 hours** on **22.11.2023** in the office of the Executive Engineer (Civil), Civil Construction Wing, All India Radio, Prasar Bharati (IPSB), Pune-16.

Tender submitted online at the website <https://prasarbharati.eproc.in> by the contractor

TENDER

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

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

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

A sum of **Rs.7,691/-** is hereby forwarded in the form of Receipt Treasury Challan/Deposit at Call Receipt of a Scheduled Bank/Fixed Deposit Receipt of a Scheduled Bank/Demand Draft of a Scheduled Bank/Bank Guarantee issued by a Scheduled Bank as Earnest Money. If I/we, fail to furnish the prescribed performance guarantee within prescribed period, I/we agree that the said President of India or his successors in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Further, if I/we fail to commence the work specified I/we agree that the said President of India or his successors in office shall

without prejudice to any other right or remedy available in law, be at liberty to forfeit the said performance guarantee absolutely. The said Performance Guarantee shall be a guarantee to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to those in excess of that limit at the rates to be determined in accordance with the provision contained in Clause 12.2 and 12.3 of the tender form. Further, I/we agree that in case of forfeiture of Earnest Money or Performance Guarantee as aforesaid, I/we shall be debarred for participation in the re-tendering process of the work.

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

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

Dated: _____

Postal

Signature of Contractor

Address:

Witness:

Address:

Occupation:

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 ` _____ (Rupees _____

_____)

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

i)

ii)

iii)

For and on behalf of the President of India,

Dated: _____

Signature: _____

Designation: **Executive Engineer (Civil)**
Civil Construction Wing

SCHEDULES

SCHEDULE 'A'

Schedule of quantities - **Enclosed** ✓ **Page No. 45 to 45**

SCHEDULE 'B'

Schedule of materials to be issued to the contractor

Sr. No.	Description of Item	Quantity	Rates in figures & words at at which the material will be charged to the Contractor	Place of issue
1	2	3	4	5
	-----		N I L -----	

SCHEDULE 'C'

Tools and Plants to be hired to the Contractor

Sr. No.	Description	Hire charges Per day	Place of Issue
1	2	3	4
	-----	N I L -----	

SCHEDULE 'D'

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

----- **N I L** -----

SCHEDULE 'E'

Schedule of component of Cement, Steel, other Materials, Labour etc. for escalation:

CLAUSE 10(CC)

Component of Cement –
expressed as percent of total value of work **'Xc'** _____ %

Component of Steel -
expressed as percent of total value of work **'Xs'** _____ %

Component of civil (except cement & steel)
/electrical construction materials expressed
as percent of total value of work **'Xm'** _____ %

Component of Labour
Expressed as percent of total value of work **'Y'** _____ %

Component of P.O.L. –
expressed as per cent of total value of work **'Z'** _____ %

SCHEDULE 'F' : Reference to General Conditions of contract: GCC for CPWD

works 2020 amended with upto date correction slip and upto the date of submission of tender.

Name of work : **Painting work of 100 metre steel tower at Akashwani, Solapur.**

Estimated cost of work	:	Rs. 3,84,533.00
Earnest money deposit	:	Rs. 7,691.00
Performance guarantee	:	5% of tendered value
Security Deposit	:	2.5% of work done amount

General Rules & Directions:

Officer inviting Tender	:	Executive Engineer (Civil), CCW, AIR, PB (IPSB), Pune-16
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Maximum percentage for quantity of items of work to be executed beyond which rates are to be determined in accordance with Clauses 12.2 & 12.3	:	See below
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Definitions :

2(v)	Engineer-in-Charge	:	Executive Engineer (Civil), CCW, AIR, PB (IPSB), Pune-16
2(viii)	Accepting Authority	:	Executive Engineer (Civil), CCW, AIR, PB (IPSB), Pune-16
2(x)	Percentage on cost of materials and labour to cover all overheads and profits	:	15%
2(xi)	Standard Schedule of Rates	:	CPWD DSR 2021 with upto date correction slips & MR if any
2(xii)	Department	:	Civil Construction Wing, All India Radio, PB (IPSB), Pune
9(ii)	Standard CPWD contract form	:	CPWD Form 8 as modified & corrected upto date.

Clause 1

- i) Time allowed for submission of Performance Guarantee from the date of issue of letter of acceptance, in days : **10 (Ten) days**
- ii) Maximum allowable extension beyond the period as provided in (i) above, in days : 05 (Five) days

Clause 2 Authority for fixing compensation under Clause 2 : Superintending Engineer (Civil)
Civil Construction Wing,
All India Radio, Mumbai

Clause 2A Whether Clause 2A shall be applicable : ~~YES~~ / NO

Clause 5 Number of days from the date of issue of letter of acceptance for reckoning date of start : **10 (Ten) days**

Clause 5 contd.

Milestones as per Table given below:

Table of Milestones.

Sr. No.	Financial progress	Time allowed (from date of start)	Amount to be with-held in case of non-achievement of milestone
1	1/8 th (of the whole work)	1/4 th (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 th (of the whole work)	1/2 (of the whole work)	
3	3/4 th (of the whole work)	3/4 th (of the whole work)	
4	Full	Full	

Time allowed for execution of work : **Two Months**

Authority to decide:

- (i) **Extension of time** : Executive Engineer (Civil)
CCW AIR Pune
- (ii) **Rescheduling of milestones** : Superintending Engineer (Civil)
CCW AIR Mumbai

CLAUSe 10 CC		
Component of Civil (Except materials covered under clause 10 CA) / Electrical construction materials expressed as percent of total value of work	Xm%
Component of Labour expressed as percent of total value of work	Y%
Component of POL expressed as percent of total value of work	Z%

Clause 6, 6A

: Clause 6A – applicable

Clause 7 Gross work to be done together with net payment/ adjustment of advances for material collected, if any, since the last such payment for being eligible to interim payment :Rs. 1,92,266.00

Clause 10A List of the testing equipments to be provided by the contractor at site lab : As per ANNEXURE-Y

Clause 10B(ii) Whether clauses 10B(ii) shall be applicable : NO

Clause 10C Component of labour expressed as percent of value of work : 25%

Clause 10CA

Materials covered under this clause	Nearest material (other than cement , reinforcement bars and structural steel) for which All India Wholesale Price Index is to be followed	Base price
1. Cement	1. Cement	Issued by Director General (Works), CPWD
2. Steel	2. Steel Rod, Steel Bar	Issued by Director General (Works), CPWD

Clause 10CC Clause 10CC to be applicable in contracts with stipulated period of completion **exceeding** the period shown in next column : 18 (eighteen) months

Clause 11 Specifications to be followed for execution of work : CPWD book of Specifications 2019 Vol. I to II with upto-date correction slips for execution of work

Clause 12 **Type of Tender** : **Maintenance work**

Clause 12.2 & 12.3

Deviation limit beyond which Clause 12.2 & 12.3 shall apply for building work : All deviated quantities shall be paid as per agreement rate

Clause 12.5 Deviation limit beyond which Clause 12.2 & 12.3 shall apply for foundation work : All deviated quantities shall be paid as per agreement rate

Clause 16 Competent authority for Deciding reduced rates : Upto 5% (five percent) of contract value by Superintending Engineer (C), CCW, AIR, Mumbai. Beyond that by Chief Engineer (C), CCW AIR, New Delhi

Clause 18 List of mandatory machinery, tools & plants to be deployed by the contractor at site as per requirement.

1. Concrete mixer
2. Needle Vibrator.
3. Cutting and Bar Bending machine.
4. Road roller of 10 T for road work.
5. Bitumen Heater

Clause 25

Constitution of Dispute Reduessaal Committee (DRC)	Competent Authority to appoint DRC
DRC shall constitute one Chairman and two members	Chief Engineer

Clause 36 (i) Requirement of Technical Representative (S) and recovery rate

Sr. No.	Minimum qualification of technical representative	Discipline	Designation (Principal Technical Representative)	Minimum experience (Years)	Number	Rate at which recovery shall be made from the contractor in the event of not fulfilling provision of Clause 36(i)	
						Figures	Words

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

Clause 42

- i)(a) Schedule/statement for determining theoretical quantity of cement on the basis of **Delhi Schedule of Rates 2021** printed by **CPWD**
- ii) Variations permissible on theoretical quantities:
- a) **Cement**
- i) Cement of works with estimated cost put to : 3% plus/minus tender not more than Rs. 5.00 lacs
- ii) Cement of works with estimated cost put to : 2% plus/minus tender more than Rs. 5.00 lacs
- b) Bitumen all work : 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 : Nil

Recovery Rates for quantities beyond permissible variation:

Sr. No.	Description of item	Rates in figures and words at which recovery shall be made from the contractor	
		Excess beyond permissible variation	Less use beyond the permissible variation
1.	Cement	NIL	At maximum prevailing market rate during execution.
2.	Steel reinforcement	NIL	At maximum prevailing market rate during execution.
3.	Structural section	NIL	At maximum prevailing market rate during execution.
4.	Bitumen	NIL	At maximum prevailing market rate during execution.

Subject :- NIT No. 13/EEC/CCW/AIR/PUNE/2023-24

Name of work : Painting work of 100 metre steel tower at Akashwani, Solapur.

Dear Sir/s,

It is hereby declared that CCW AIR is committed to follow the principle of transparency, equity and competitiveness in public procurement.

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

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

Yours faithfully,

EXECUTIVE ENGINEER (CIVIL)
CCW AIR PB(IPSB) PUNE-16

Place : _____
Date : _____

The Executive Engineer (Civil),
Civil Construction Wing,
All India Radio,
Broadcasting House,
PUNE-411016.

Sub: **Tender for the work of :**

**Name of work : Painting work of 100 metre steel tower at
Akashwani, Solapur.**

Dear Sir,

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

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

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

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

Yours faithfully,

(Duly authorized signatory of the Bidder)

To be signed by the bidder and same signatory competent/authorized to sign the relevant contract on behalf of CCW AIR

INTEGRITY AGREEMENT

This Integrity Agreement is made at _____ on this _____ day of _____, 2023

BETWEEN

President of India represented through Executive Engineer (Civil), Civil Construction Wing, All India Radio, Prasar Bharati (India's Public Service Broadcaster), Broadcasting House, Mumbai-20 (hereinafter referred to as the '**Principal/Owner**', which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

(Name and address of the individual/firm/company) through _____
(Details of duly authorized signatory) (hereinafter referred to as the '**Bidder/Contractor**' and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

Preamble

WHEREAS the Principal/Owner has floated the Tender (**NIT No. 13/EEC/CCW/AIR/ /PUNE/2023-24**) (hereinafter referred to '**Tender/Bid**') and intends to award, under laid down organizational procedure, contract for

Name of work : Painting work of 100 metre steel tower at Akashwani, Solapur.

Here in after referred to as the '**Contract**'.

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

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

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

Article 1 : Commitment of the Principal/Owner

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

Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.

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

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

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

committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.

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

Article 3 : Consequences of Breach

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

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

Article 4 : Previous Transgression

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

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

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

Article 6 : Duration of the Pact

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

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

Article 7 : Other Provisions

- 1) This Pact is subject to Indian Law, place of performance and Jurisdiction is the **Head Quarters of the Division** of the Principal/Owner, who has floated the Tender.
- 2) Changes and supplements need to be made in writing. Side agreements have not been made.
- 3) If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power attorney signed by all

partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.

- 4) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 5) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement/Pact, any action taken by the Principal/Owner in accordance with this **Integrity Agreement/Pact or interpretation thereof shall not be subject to arbitration.**

Article 8 : Legal and prior rights

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

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

EXECUTIVE ENGINEER (CIVIL)
CIVIL CONSTRUCTION WING
ALL INDIA RADIO, PB(IPSB), PUNE-411016
For and on behalf of Principal/Owner

(For and on behalf of Bidder/Contractor)

WITNESSES:

1. _____
(Signature, name and address)

2. _____
(Signature, name and address)

Place: _____

Date: _____

GENERAL CONDITIONS

1. Contractors shall co-ordinate and co-operate with the other agencies e.g. Electrical & authorized representative of local bodies for construction of their respective items of work being executed simultaneously in the same building.
2. The contractor shall give to the Municipality, Police and other local authorities all notices etc. that may be required by law and obtain all requisite license, permission for temporary construction that may be required for execution of work, obstruction in public places and pay all fines, taxes and charges which may be liable on account of their operation, in executing the contract. They shall make good any damage to adjoining property whether public or private and shall supply and maintain any light (either for illumination or for cautioning the public) required at night.
3. The contractor shall make his own arrangement for temporary electric connection at works, if required and make necessary payment for it directly to the department concerned. The wiring done by the contractor shall conform to the electrical regulation of statutory bodies and will be consistent with the safety requirements of the site. The Engineer-in-Charge's decision regarding the safety aspect shall be final and binding on the contractor.
4. The contractor shall provide adequate lighting arrangement as approved by the Engineer-in-Charge for carrying out the works during night times when required and also provide all other facilities for the labour employed to carry out the works without any extra charge. Necessary lighting as directed by the Engineer-in-Charge shall also be provided by the contractor without any extra charges for yard lighting as well as to cover the entire site including those required for safety and security reasons.
5. The day to day receipts and issue of cement shall be governed as per direction of Engineer-in-Charge.
6. The rate for different items of work shall apply for all heights and depths unless otherwise specified and no such claim on this account shall be entertained. The rate of all items of works shall unless clearly specified otherwise include cost of all labours, materials and other inputs involved in the execution of the item.
7. The contractor's rate shall among other things include the cost of working in multiple shifts round the clock, if necessary including gazetted holiday and the cost of mobilization of all type of resources, T&P, lighting, etc.
8. The contractor shall leave such recesses, holes, openings etc. as may be required for electrical and sanitary works. No extra payment shall be made to him on this account.
9. The contractor shall make adequate fire fighting arrangement and shall be fully responsible for any fire consequences at the work site.
10. Materials shall conform to CPWD specifications. No extra payment will be admissible to the agency for transportation of CPWD specified materials from any source within India. The agency's rate will be deemed to be included in the quoted rates.

11. Where the contractor is required to provide materials of certain sizes or weights which may have become out of market due to change over to metric standards, substitute conforming to the nearest higher equivalents as approved by the Engineer-in-Charge shall be used. No claim of extra payment shall be entertained on this account.
12. All materials, articles and workmanship shall be the BEST of their respective kind for the class of work described in the contract, specification and schedule of quantities. All materials shall be subject to the approval of the Engineer-in-Charge. The word 'BEST' used in those specifications shall mean that in the opinion of the Engineer-in-Charge there is no superior quality of materials or finish of articles in the market available for the nature of the item described in the contract schedule. The Engineer-in-charge or his authorized representative shall have the absolute power to make the contractor purchase and use such materials of particular source as may, in his opinion, be necessary for proper compliance with the specification and execution of work.
13. The water shall be tested by the contractor with regard to the suitability for use in RCC works and nothing extra shall be paid thereon.
14. **Wherever the word 'CPWD' refers in the printed book of 'General Conditions of Contract for Central P.W.D. Works', it may be read as 'CCW, AIR'.**
15. Steel shuttering shall be used in all the CC and RCC works.
16. English version of the contract including corrections any shall deemed to be accepted for all contractual obligations.
17. Any taxes of levies imposed by Govt. of Maharashtra on works contract shall be recovered from the contractor's running bills and final bill as per rate fixed by the **Maharashtra** State Government from time to time during the currency of the contract.
18. The GST has been implemented by the Government of India with effect from 1st July 2017. The rates quoted by the tenders, shall be firm and inclusive of all taxes including GST.
19. Tenderer shall examine the various provisions of CGST Act, 2017 IGST Act, 2017/ UGST Act – 2017/ SGST Act 2017 of the respective state and up to date amendments issued from time to time and other applicable taxes before bidding/ tendering. The tenderer shall also confirm to the rules made under these Acts.
20. The tenderer shall ensure that benefit of Input tax credit (ITC) likely to be availed by them is duly considered by them while quoting rates.
21. The contractor shall submit the invoice of the work executed as per rule 46 of the CGST rules. The taxes will be calculated as per rule 35 of CGST Rules 2017.
22. As contractor's rates are inclusive of all taxes, no reimbursement of any tax shall be made to the contractor. The clause 37 of GCC of NIT/contract stands modified accordingly.
23. TDS on income tax, labour cess and other statutory deductions shall be made at source as per prevalent laws. TDS on GST as & when becomes applicable will also be deducted as per relevant GST Act/ rules/ notification.

केन्द्रीय लोक निर्माण विभाग
कार्यालय झापन

No. DG/MAN/410

ISSUED BY AUTHORITY OF DIRECTOR GENERAL, CPWD

NIRMAN BHAWAN, NEW DELHI

DATED: 22.10.2021

Subject: Addition of new Para 4.10.2 in CPWD Works Manual 2019 regarding testing charges to be borne by contractor.

It has been noticed that following provisions are sometimes being made in the NITs / Agreements by the NIT approving authorities:

"The cost of test shall be borne by contractor/ department in the manner as below:

- By the contractor, if the result shows that material does not conform to the relevant codes/ specification.
- By the department, if the results show that the material conforms to relevant codes/ specification."

It has been decided by the competent authority that testing charges shall be borne by the contractor in all cases. Accordingly following new para is added in CPWD Works Manual -2019.

Existing Provision	Modified Provision
4.10 Preparation of NIT	4.10 Preparation of NIT
4.10.2 No Provision	4.10.2 Testing charges to be borne by contractor
	Following provision shall be incorporated by the NIT approving authority in the NIT:
	All expenditure to be incurred for testing of samples e.g. packaging, sealing, transportation, loading, unloading etc. including testing charges shall be borne by the contractor. The NIT shall have list of approved laboratories for testing as approved by ADG / SDG.

This issues with the approval of competent authority.

(वी.पी. साहु) 22.10.2021

अधीक्षण अभियंता(सी.एंड एम.)

e-file 9116587

Issued from file No. CSQ/CM/16(1)/2021

प्रतिलिपि: सभी केलोनिवि तथा लोनिवि दिल्ली के अधिकारियों को आवश्यक सूचना एवं कार्यवाही हेतु।(केलोनिवि वेबसाईट के माध्यम से)।

ADDITIONAL CONDITIONS

1. The contractor shall be entitled to invoke arbitration clause only after exhausting the remedy available under the Dispute Redress Committee, convened by the Chief Engineer, CCW, AIR, New Delhi.
2. The contractor shall arrange all major plant and equipment or any other machinery required, apart from the list as mentioned under clause 18 of Schedule-F, for execution for work, in good condition at appropriate time and nothing extra shall be paid on this account. However, this shall not relieve the contractor of any responsibilities to complete the work within the stipulated time.
3. Five years guarantee in prescribed pro forma attached must be given by the contractor for the water proofing treatment, In addition 10 % (Ten percent) of the cost of these items would be retained as guarantee to watch the performance of the work executed. However, half of this amount (withheld) would be release after two monsoon seasons after completion of the work, If the performance of work done is satisfactory. If any defect is noticed during the guarantee period, it should rectified by contractor within seven days & if not attended to, the same shall be got done by other agency at the risk & cost of the contractor. In any case, the guaranteeing firm during the guarantee period should inspect & examine the treatment once in every year & making good the defects observed. However, the security deposit can be released in full if bank guarantee of equivalent amount for five years is produced & deposited with the Engineer-in-Charge.
4. All section windows shall be factory made and the same shall be welded with flash butt welding. The factory shall be approved by the Engineer-in-charge.
5. State Government Maharashtra sale tax /VAT tax on works contract/Building and other Construction Workers Welfare.Cess and other applicable taxes/cess shall be recovered from the contractor's running bills as per rate fixed by the Maharashtra Government from time to time during the currency of the contract.
6. Technical block / studio block / transmitter building shall be completed and handed over to the Engineer-in-charge within ---- months of the commencement of work.
7. The cement and steel required to complete the work shall be arranged by the Contractor. The quantities herein above are only tentative and may vary as per drawing and designs. Condition of cement and steel enclosed. The contractor is required to produce the proof of the purchase of cement and steel as and when desired by the Engineer-in-charge.
8. Agency has to obtain registration from Employee Provident Fund Organization within one month from the date of award of work and should submit a copy of the same to Division Office.
9. The Agency shall visit the site of work before quoting, as no extra payment will be made on any account such as extra thickness of base coarse/depths and all height of buildings etc.

10. Tendered rates shall be inclusive of all taxes and levies payable under the respective statutes including GST, nothing extra will be paid on any account.
11. All type of security measures / precautions of labour shall be responsibility of Agency during execution of work, No extra payment will be made on any account.
12. The site is under security arrangement of **Akashwani, Solapur**. The contractor shall have to abide by their security rules and regulations. No extra claims on account of working in restricted hours, i.e. during night, or what so ever nature because of security constrains, rules and regulations of the Station authorities, shall be entertained later.
13. The contractor is to arrange for supply and storage of water, required for the work at their own cost.
14. After receiving the complaints agency should be attended immediately without any delay. If any delay occurs intimation to the given to the Engineer – in – Charge. No Complaints will be delay more than three days.

INTEGRAL WATER PROOF FINISHING

The Contractor must associate himself with the specialized firm to be approved by the Engineer-in-Charge in writing, for integral cement based water proofing treatment for sunken floors and on roofs. 5 years guarantee in prescribed Performa attached must be given by the specialized firm, which shall be countersigned by the contractor,

in token of his overall responsibility. While tendering, the contractor must give:

- i. The name of the specialized firm.
- ii. The trade names of the product which would be used.
- iii. List of works where this treatment has been used.
- iv. Quantity of chlorides and sulphides used in the product.

A separate quantity account of water proofing compound brought to site and daily consumed on the water proofing job shall be maintained jointly by Engineer-in-charge and contractor.

A separate water proofing compound consumption register shall be maintained theoretically checked and recorded with every bill.

Empty container register shall also be kept at site.

Contractor shall give a guarantee that they shall be responsible for removal of any defect cropping up in the water proofing work executed by them within the guarantee period. The form of the guarantee to be executed by the contractor is given as below.

GUARANTEE BOND TO BE EXECUTED BY CONTRACTORS FOR REMOVAL OF DEFECTS AFTER COMPLETION IN RESPECT OF WATER PROOFING WORKS.

This agreement made this _____ day of _____ two thousand seven _____ between

(Hereinafter called the Guarantor of the one part) and the PRESIDENT OF INDIA
(hereinafter called the Government of the other part).

Whereas this agreement is supplementary to a contract (hereinafter called the contract) _____ and made between the guarantor OF THE ONE part and the government of the other part, whereby the contractor inter alla, undertook to render the building and structures in the said contract recited completely water and leak-proof.

And where as the guarantor, agreed to give an guarantee to the effect that the said structures will remain water and leak proof for five years from the date of giving of water proofing treatment.

Now the guarantor hereby guarantees that water proofing treatment given by him will render the structures completely leak-proof and the minimum life of such water proofing treatment shall be five years to reckoned from the date after the maintenance period prescribed in the contract.

Providing that the guarantor will not be responsible for leakage caused by earthquake or structural defects or misuse of roof or alternation and for such purpose.

- a) Misuse of roof shall mean any operation which will damage water proofing treatment, like chopping of fire wood and things of same nature which might cause damage to the roof.

- b) Alteration shall mean construction of an additional storey or a part of the roof or construction adjoining to existing roof where by proofing treatment is removed in parts.
- c) The decision of the Engineer-in-Charge with regard to cause of leakage shall be final.

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

That if Guarantor fails to execute the water proofing or commits breach there under then the guarantor will indemnify the Principal and his by reason of any default on the part of GUARANTOR in performance and observance of this supplementary agreement. As to the amount of loss and/or damage and/or cost incurred by the Government, the decision of the Engineer-in-charge will be final and binding on the parties.

In witness where of these presents have been executed by the Obligor -----
 -- -----and by the Executive Engineer (C), CCW, AIR, PUNE and for
 and on behalf of the President of India on the day, month and year first above
 written.

Signed, sealed and delivered by Obligor in the presence of

- 1.
- 2.

Signed for and on behalf of the President of India by the
 Executive Engineer (C), CCW, AIR, PUNE.
 in presence of :

- 1.
- 2.

CONDITION OF MATERIALS ARRANGED BY THE CONTRACTOR

I. CONDITIONS FOR CEMENT

1. The contractor shall procure 33 grade (conforming to IS 269) or 43 grade (conforming to IS 8112) ordinary Portland cement or Portland pozolana cement (conforming to IS 1489), as required in the work, from reputed manufacturers of cement, having a production capacity of one million tones or more per annum, such as ACC, L&T, J.P. Rewa, Vikram, Shri Cement, Birla Jute & Cement Corporation of India etc. as approved by Ministry of Industry Government of India, and holding license to use ISI certification mark for their product whose name shall be got approved from Engineer-in-Charge. Supply of cement shall be taken in 50 kg bags bearing manufacture's name and ISI marking. Samples of cement arranged by the contractor shall be taken by the Engineer-in-Charge and got tested in accordance with provisions of relevant BIS codes. In case test results indicate that the cement arranged by the contractor does not conform to the relevant BIS codes, the same shall stand rejected and shall be removed from the site by the contractor at his own cost within, a week's time of written order from the Engineer-in-Charge to do so.
2. The cement shall be brought at site in bulk supply of approximately 50 tones or as decide by the Engineer-in-Charge.
3. The cement go down of the capacity to store a minimum of 2000 bags of cement shall be constructed by the contractor at site of work for which no extra payment shall be made. Double lock provision shall be made to the door of the cement go down. The keys of one lock shall remain with the Engineer-in-Charge or his authorised representative and the keys of the other lock shall remain with contractor. contractor shall be responsible for the watch and ward and safety of the cement go down by the Engineer-in-Charge at and time.
4. The cement shall be got tested by Engineer-in-Charge and shall be used on work only, after test results have been received. The contractor shall supply free of charge the cement required have been received. The cost of test shall be borne by the contractor / Department in the manner indicated below:
 - a) By the contractor, if the results show that the cement does not conform to relevant BIS codes.
 - b) By the Department, if the results show that the cement conforms to relevant BIS codes.
5. The actual issue and consumption of cement on work shall be regulated and proper accounts maintained as provided in clause 10 of the contract. The theoretical consumption of cement shall be worked out as per procedure prescribed in clause 42 of the contract and shall be governed by conditions laid therein.
6. Damaged cement shall be removed from site immediately by the contractor on receipt of a notice in writing from the Engineer-in-Charge. If he does not do so within three days of the receipt of such notice, the Engineer-in-Charge shall get it removed at the cost of the contractor.

II.CONDITIONS FOR STEEL

1. The contractor shall procure Thermo Mechanically Treated /~~cold twisted~~/ steel reinforcement bars conforming to relevant BIS codes from main producers as approved by the Ministry of steel and secondary producers or re-rollers having valid BIS license. For TMT bars conforming to relevant BIS code, procurement shall be made from main producers and secondary producers having valid BIS license. The contractor shall have to obtain, and furnish test certificates to the Engineer-in-Charge in respect of all supplies of steel brought by him to the site of work. Sample shall also be taken and got tested by the Engineer-in-Charge as per the provisions in the regard in relevant BIS codes. In case the test results indicated that the same shall stand rejected and shall be removed from the site of work by the contractor at his cost within a week time from written orders from the Engineer-in-Charge to do so.
2. The steel reinforcement shall be brought to the site in bulk supply of 10 tonnes of more or as decided by the Engineer-in-Charge.
3. The steel reinforcement shall be stored by the contractor at site of work in such a way as to prevent distortion and lengths shall be stored separately to facilitate easy counting and checking.
- 4.
5. For checking nominal mass, tensile strength, bend test, re-bend test etc. specimen of sufficient length shall be cut from each size of the bar at random at frequency not less than the specified below:

Size of Bar	For Consignment below 100 Tonnes	For Consignment above 100 Tonnes
Under 10mm dia. bars	One sample for each 25 tonnes or part thereof	One sample for each 40 tonnes or part thereof
10mm to 16mm dia. bars	One sample for each 35 tonnes or part thereof	One sample for each 45 tonnes or part thereof
Over 16mm dia. bars	One sample for each 45 tonnes or part thereof	One sample for each 50 tonnes or part thereof

6. The contractor shall supply free of charge the steel required for testing. The cost tests shall be borne by the contractor / Department in the manner indicated below:
 - a) By the contractor, if the results show the steel does not conform to relevant BIS codes.
 - b) By the Department, if the results show that the steel conform to relevant BIS codes.
7. The actual issue and consumption of steel on work shall be regulated and proper accounts maintained as provided in clause 10 of the contractor. The theoretical consumption of steel shall be worked out as per procedure prescribed in clause 42 of the contractor shall be governed by conditions laid therein.
8. Steel brought to site and steel remaining unused shall not be removed from site without the written permission of the Engineer-in-Charge.

ANNEXURE - Y

(A)

1. Balances

- (i) 500 gm. capacity , semi-self indicating type – accuracy 1gm.
- (ii) Pan balances - 5 kg. capacity – accuracy 10 gms.

2. Sieves: as per IS 460-1962.

- (i) I.S. sieves - 450mm internal dia, of sizes 100 mm, 80 mm , 63mm, 50 mm, 40 mm, 25 mm, 20 mm, 12.5 mm, 10 mm, 6.3 mm, 4.75 mm, complete with lid and pan.
- (ii) I.S. sieves - 200 mm internal dia (brass frame) consisting of 2.36mm, 1.18mm, 600 microns, 425 microns, 300 microns, 212 microns, 150 microns, 90 microns, 75 microns, with lid and pan.

3. Sieve shaker capable of 200 mm and 300 mm dia sieves, manually operated with timing switch assembly.

4. Graduated measuring cylinders 200 ml capacity – 3 Nos.

5. Dial gauges, 25 mm travel – 0.01 mm/division least count – 2 nos.

6. Graduated measuring cylinders 200 ml capacity – 3 Nos.

(B)

1. Steel tapes - 3 m.

2. Vernier calipers.

3. Micrometer screw 25 mm gauge.

4. A good quality plumb bob.

5. Spirit level, minimum 30 cms long with 3 bubbles for horizontal vertical.

6. Wire gauge (circular type) disc.

7. Foot rule.

8. Long nylon thread.

9. Magnifying glass.

10. Screw driver 30 cms long

11. Plastic bags for taking samples.

12. Ball pin hammer, 100 gms.

13. Plastic bags for taking samples.

14. Bitumen Heater

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 the Executive Engineer (Civil), Civil Construction Wing, All India Radio, Prasar Bharati (BCI), _____, and _____ (hereinafter called "the said contractor(s)"), for the work of _____ (hereafter 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.

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

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

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

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

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

5. We _____ (Bank) further agree with the Government that the Government shall have the fullest liberty without our consent and without effecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said contractor(s) and to 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 for-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 effect of so relieving us.

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

7. We ____ (Bank) ____ lastly undertake not to revoke this guarantee except with the previous consent of the Government in writing.

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

Dated the _____ day of _____, two thousand _____, for _____ (name of Bank)

LIST OF APPROVED MAKE OF MATERIALS
(FOR CIVIL WORKS)

Specification/brands names of materials (refer materials, whichever are applicable for the scope of work) and finishes approved by the Architect/engineer-in-Charge are listed below. However approved equivalent materials and finishes of any other specialized firms may be used, in case it is established that the brands specified below are not available in the market and subject to approval of the alternate brand by the Architect/Engineer-in-Charge.

MATERIALS	APPROVED MAKE
Cement – OPC-53 grade/PPC	ACC, Ultratech, Shree Cement, Birla, Ambuja, Century
White Cement	JK & BIRLA
Steel Reinforcement	SAIL, TISCO, Rashtriya Ispat Nigam Limited(RINL)
Ready Mix Concrete	Ultratech, Rmc India, Techno, ACC
SS Cramp & Dash Fastner	Hilty, Fisher, Concept or equivalent as approved by Engineer-in-Charge
CC Paver Block M-30 or any other Grade	M/s Dalal Tiles Industries, JCC tiles precast Ltd., NTC./Coral/Sneh/Creative
Flush Doors	Century Ply Board/National Plywood/Duro Door
Stainless Steel	Kich/Fitwell/Arch
Screws	Kich, Fitwell
Glass Panes	Modi Float/ /Saint Gobain/Haryana Sheet Glass
Synthetic enamel paint	Luxol hi gloss brand of Berger paints, apcolite brand of Asian Paints, Nerolac Brand of good lass Nerolac paints.
Plastic emulsion paint	Luxol SILK brand, RANGOLI BRAND of berger paints, Royal Brand of Asian Paints, Nerolac Brand of goodlass Nerolac paints.
Oil bound distemper	Bison brand of Berger paints, Tractor brand of Asian Paints, solder brand of goodlass Nerolac paints.
Fire Resistant Shutter	NAVAIR, GODREJ, ADHUNIK
Exterior Paint	Snowcem India Ltd., Asian, Johnson & Nicolson
Cement Primer	Klick Nixon, Farco Brand of ICI
Viterous China Wares	Hind Ware/Jaquar/Duravit
Stainless Steel Sink	Neel Kanth/Jayana/Nirali
C.P. Brass Fittings (ISI/ BSI Marked)	Jaquar (ESSCO series)/Marc/Hindware
SCI / CI Pipes, Fittings	SRF/NECO,/SKF
GI Pipes	Jindal/Prakash/Tata
PVC Tanks	Sintex/Shital/Rotax
GI Fittings	Unik/KM
Brass Stop / Bib Cock	LINK/LEADER/PRIMA
Ball Valve & Plates	LINK/LEADER/PRIMA
Gun Metal Valve	Sant/Leader/ZOOTO
SW Pipes	Anand/Perfect
Vitrified/Ceramic Tiles	Orient, NITCO, Kajaria, Somany
Aluminium Section	Hindalco/Jindal/Indalco (Powder Coating as per approval of Engineer-in-Charge)

MATERIALS	APPROVED MAKE
PVC Low Level Cistern	Hindware or equivalent
CI Manhole Cover & Frame	RIF, Kajero, Neco
Polycarbonate Sheet	Lexan, Sunlite, Skylite
Water Proofing Compound	Cico, Fosroc, Pidilite
Bevelled Edge Mirror	Modi Guard, Atul
Stainless Steel Railing	Fitwell, Arch, Kich
Exterior Wall Putty	Birla Wall Putty/JK Wall Putty
PPR Pipes & Fittings	Prince, Fusion, Amitex, Victors
RCC Pipe	JAIN, SPUN, PARTIBHA, LAXMI
SW Pipe & Gully Trap	HIND, PERFECT, BURN
Hardware Fittings	Dorma, Dorset, Godrej
Laminate	Greenlam, Royal Touch, Formica
Structural Steel	SAIL, TISCO
Calcium Silicate False Ceiling	Aerolite, Armstrong, Llyod
Tile Adhesive	Laticrete, Bayer, Bal Endura
APP Membrane 3 mm thick	TICKYDAN, APEX, STPLTD,PIDILITE

1. All other items shall be of ISI/BIS Mark as per approved sample kept at site of work.
2. The contractor shall provide the materials as per the make or brand indicated above. When two or more alternative/brands have been mentioned, the brand selected by the Engineer-in-Charge shall be final and binding.

General Condition of Contract

1. General Condition of contract for CPWD Works 2020 with up to date correction slips shall be followed for the work & shall be part of the Agreement of the work.

GENERAL SPECIFICATION OF WORK

1. CPWD SPECIFICATION 2019 VOL. I & II with up to date correction slips shall be followed for the work.

ADDITIONAL CONDITION FOR TOWER WORKS

1. The intending bidder should thoroughly inspect the site of work including the site where the work is to be carried out before tendering and acquaint / satisfy themselves as to the conditions in regard to accessibility of site, nature and extent of work , working condition, including stacking of materials, installation of T & P etc.
2. The strengthening of tower and painting work is to be done by adhering to all safety precautions shall be taken in accordance with safety code for erection of structural steel work (IS 7205-1974).
3. No covered or enclosed accommodations are available at the site for storage of materials or for contractor's staff. The contractor shall however make his own temporary arrangement for labour accommodation outside the premises.
4. The contractor shall provide all the necessary tools and gang within the tender price and shall use such method and appliances for the performance of all the operations connected with the work envisaged under the contract as will ensure satisfactorily quality of work and rate of progress.
5. The work of rectification of defects and painting of tower should be carried out as per availability of working hours conveyed by local Head of Station and nothing extra shall be paid for restricted working hours.
6. All the intending tenderers should note that the work is of extra ordinary urgent nature and the work is to be completed within stipulated time limit and those who are capable of carrying out the work in stipulated time need only quote for the work
7. Unless otherwise specified, the rate quoted for the items shall include all labour, safety measures, material, octroi, taxes, insurance, watch and ward, necessary T & P required for the work, tests, all weighing /measuring equipment etc. all complete. Nothing extra shall be paid in addition to the quoted rates for the items.
8. Agency executing the work should take all precautions to see that no harm comes to the adjoining structure while executing the work. Also all the workers on the execution site should be adequately insured so also third party insurance for any unforeseen injury to passerby or occupants of adjoining buildings. Nothing extra shall be paid for this Clause..
9. The material shall be stored by the contractor at site of work in such a way as to prevent distortion and corrosion and nothing extra shall be paid on this account.

10. A Telephone may be used as erection progresses to the upper part of the tower, for communication between workers on the ground and those on the top.
11. NIGHT WORK:-
For completing the work in time, the contractor might be required to work in two or more shifts (including night work) and no claim, whatsoever, shall be entertained on this account notwithstanding the fact that the contractor will have to pay to the labourers and other staff engaged directly or indirectly on the work according to the provisions of the labour regulations and the agreement entered upon and / or extra amounts for any other reason.
12. The contractor shall maintain in good condition all work till the completion of entire work allotted to him. The contractor is to be held responsible for and to make good all injuries, damages and repairs, rendered necessary by fire, rain, traffic, floods or other causes. Engineer-in-Charge shall not be held responsible for any claims for injuries to persons/workmen or for structural damage to property happening from any neglect, default, want of proper care or misconduct on the part of the contractor or of any other of his authorized representatives in his employment during the execution of the work. The compensation, if any, shall be paid directly to the department/authority/persons concerned by the contractor at his own cost.
13. Regarding Safety of workers, refer CPWD Safety codes as mentioned in CPWD General Condition of Contract 2014 and if any provision not covered in CPWD GCC 2014 then safety provisions as per Indian Standard Safety Codes shown below shall be followed and shall at his own expense provide for all facilities in connection therewith.
 1. IS : 3696 (Part I) – 1996 Safety code for scaffolds and ladders.
 2. IS : 3696 (Part II) – 1996 Safety code for scaffolds and ladders. Part-II ladders.
 3. IS : 7293 - 1974 Safety code for working with construction Machinery.
 4. IS : 7969 – 1975 Safety code for storage and handling of Building materials.
14. The contractor and his employees shall comply with the regulation in force for controlled entry into premises where work is being carried out.
15. Contractor liability for damage caused during installation work and imperfections noticed:

If the contractor or his/her workmen or servants shall break, deface, injure or destroy any part of the building in which they may be working or building road kerb, fence, enclosure, water pipe, cable, drain, electric or telephone posts or wires, trees, grass or grasslands or any Technical
Equipment in the premises on which the work or any part of it as being executed, or if any defect, shrinkage or other faults appear in the work the contractor shall make good at his/her own expense, or in default, the indent or may get the same rectified and deduct the expense from any amount that may be then due or at any time thereafter may become due to the contractor.
16. The contractor shall take insurance at his own expense for his men while working at **AIR/DD site**, against any injury, accidents death etc. Similarly the equipment, instruments, tools etc. belonging to the contractor shall be insured against damage, loss, theft etc.

17. INSURANCE:

The contractor shall arrange for the insurance covering the risk during work execution, transit, storage and installation till completion. All the charges for such insurance shall be borne by the contractor.

ADDITIONAL SPECIFICATION FOR TOWER PAINTING

1. The structure shall be painted to meet the requirement of the department of Civil Aviation as follows:

The tower shall be painted in alternate bands of international Orange and White terminating with orange bands both at the top and bottom. The band should be perpendicular to the longest dimension and have a width of approximately $\frac{1}{7}$ of the longest dimension for towers of height up to 210 meters and $\frac{1}{9}$ of the longest dimension for towers of height between 210 meter and 270 meters or 30 meters (100 ft.) whichever is less. The orange and white bands at top and bottom.

Note:- Against some background where orange is not conspicuous when viewed against the background; it may be found necessary to use a different colour from orange to obtain sufficient contrast.

The correct shade for international orange corresponds to '592-International Orange' as given in, 'Indian Standard Institution Publication. Indian Standard Colours for Ready Mixed Paints I.S. 5-1961 (Revised)'.

2. The Paint shall be done in the following sequences-
 - i) Preparation of surfaces: All dust, dirt, grease, rust and scale, if any should be thoroughly removed. Degreasing is an essential preliminary for removing dirt & grease, solution of soap or other detergents should be used. After the dirt has been removed, the work should be thoroughly rinsed off with plenty of clean water.
 - ii) Pre-treatment: After degreasing and cleaning when the work is absolutely dry, the surface is to be prepared for receiving the paint by removing the existing paint. Suitable measures are to be taken for removing existing paint.
 - iii) Primer under coat: After the above coat is dry, but without too much delay, a coat of Zinc chromate shall be applied. The primer coat shall be allowed to dry a minimum period of 72 hours before application of next coat.

- iv) Final coat of paint: The finishing coats of high quality exterior glass paint shall be applied. The coat shall be allowed to dry for at least 48 hours before the second is applied.

3. Paints & Accessories:- All coats shall be compatible with one another, shall be supplied by the same manufacturer and shall be applied in accordance with the manufacturer's recommendations. The primer, paint and thinner used shall confirm to the under mentioned specifications:

- ❖ IS : 2074 – 1962 – Ready Mixed Paint red oxide zinc chromate primer
- ❖ IS : 2932 – 1964 – Enamel Synthetic exterior Type – I
- ❖ IS : 1745 - 1961 – Petroleum Hydrocarbon Solvents (Thinner.)

The Paint & Primer used shall be similar to High Tech Advance Paints and dully approved by Engineer in charge ,

4. Precautions :

- i) The Paint shall be applied after cleaning and inspection.
- ii) The painting shall be done while the surface is dry and when dry weather is likely to prevail until the paint has set.
- iii) Painting shall not be done either in very cold weather (Temperature less than dew point) or in usually high humidity conditions.
- iv) No chemicals of any kind whatsoever are to be used for removal of dust and dirt etc.

ANNEXURE

BIS STANDARDS APPLICABLE IN TOWER WORKS		
S.No.	Code no	Description
1.	IS 1364-2002 (all parts)	Nuts and bolts etc.
2	IS 1367- (all parts)	Nuts and bolts etc.
3.	IS 2062-1999	Steel for general structural purpose
4.	IS 2074-1992	Ready mix paints, priming etc.
5.	IS 2629-1985 galvanizing	Recommended practice for hot dipped
6.	IS 3502-1994	Steel chequered plates.
7.	IS 3757-1985	High strength structural bolts.
8.	IS 7205-1974	Safety code for Erection of structural steel work.

SCHEDULE OF QUANTITY					
Name of Work : Painting work of 100 metre steel tower at Akashwani Solapur.					
Name of the Tenderer's Firm (Agency):-					
Address/Contact No./Email of the Firm:-					
SLNo	Description	Qty	Unit	Rate	Amount
1	Scrapping existing paint on steel tower and painting (including Tightenning of all existing nut bolts of steel tower at all levels and all positions) with two or more coats of authentic enemel paint of approved colour, shade and approved brand and manufacturer to give even shade as per aviation requirements and CPWD works specification 2019 volume 1 & 2 over and including a coat of Zinc chromate yellow primer all complete as per the direction Engineer-in -charge over existing tower along with associated accessories like ladder, railing, cable tray, support structure upto transmitter building including every metal parts of tower etc. complete including taking and submitting Two sets of photographs at each stage of work as per the direction of Engineer-in-charge (Rates inclusive of all material including paint & primer labour all taxes and photographs & nothing extra shall be paid)	1	job		0.00
	Total Amount				0.00