



**PRASAR BHARATI**

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

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## **ORIGINAL N.I.T.**

**NO.22/EEC/CCW/AIR/PUNE/2024-25**

**Dated : 22.10.2024**

**NAME OF WORK :** Providing carpet, repairs to wall acoustics, curtains and painting to DCRT for FTII, Law College Road, Pune.

**ESTIMATED COST :** Rs. 3,28,758/-

**EARNEST MONEY DEPOSIT :** Rs. 6,575/-

**SECURITY DEPOSIT :** 2.50% OF WORK DONE AMOUNT

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

**TIME LIMIT :** 01(One) Month.

*Certified that this NIT contains pages from 1 to 35 in serial order and approved for Rs. 3,28,758/- only.*

**“APPROVED”**

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

## I N D E X

**Name of work : Providing carpet, repairs to wall acoustics, curtains and painting to DCRT for FTII, Law College Road, Pune.**

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

**PRASAR BHARATI  
(IPSB)  
CCW,AKASHWANI, PUNE-16  
NOTICE INVITING e-TENDER**

The Executive Engineer (Civil), Civil Construction Wing, Akashwani, 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 up to **18.00 hrs** on **29.10.2024** for following work:-

Sl. 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
22/EEC/CCW/AIR.PUNE/2024-25	Name of work : <b>Providing carpet, repairs to wall acoustics, curtains and painting to DCRT for FTII, Law College Road, Pune.</b>	3,28,758/-	6,575/-	01 (One Month)	29.10.2024 upto 18.00 Hrs.	06.11.2024 Upto 16.00 Hrs.	30.10.2024 at 15.30 Hrs

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

**EXECUTIVE ENGINEER (CIVIL)  
CCW AKASHWANI 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. 22/EEC/CCW/AIR/PUNE/2024-25**

The Executive Engineer (Civil), Civil Construction Wing, Akashwani, 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 up to **18.00 hrs** on **29.10.2024** for following work:-

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22/EEC/CCW/AIR.PUNE/ 2024-25	Name of work : <b>Providing carpet, repairs to wall acoustics, curtains and painting to DCRT for FTII, Law College Road, Pune.</b>	3,28,758/-	6,575/-	01 (One Month)	29.10.2024 upto 18.00 Hrs.	06.11.2024 Upto 16.00 Hrs.	30.10.2024 at 15.30 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, AKASHWANI, 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 submission 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 of GCC 2023 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 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) Receipt of Deposition of Original EMD submitted.
- III) Copy of Bidder PAN Card
- IV) Certificate of Registration for GST & Acknowledgement of up to date filed returns i.e. upto **Quarter Ending June, 2024.**
- V) Valid Enlistment Order of the Contractor of Eligibility Class.
- VI) 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
- ~~VII) Certificates of Work Experience ( As per clause 1.2 and 1.2.1 )~~

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

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

**PRASAR BHARATI**  
(India's Public Service Broadcaster)  
**CIVIL CONSTRUCTION WING, AKASHWANI**  
**NOTICE INVITING e-TENDER**

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**Name of work : Providing carpet, repairs to wall acoustics, curtains and painting to DCRT for FTIL, Law College Road, Pune.**

The work is estimated to cost **Rs. 3,28,758/-**. 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 not below the rank of Executive Engineer or equivalent and which shall be to the satisfaction of the competent authority, of having satisfactorily completed Similar works [Similar work means Building Civil Works] of magnitude specified below. The similar work should have been executed 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 Similar works each of value not less than  
Rs. 01.19 lakhs.~~

**OR**

~~TWO Similar works each of value not less than  
Rs. 01.79 lakhs.~~

**OR**

~~ONE Similar work of value not less than  
Rs. 02.39 lakhs.~~

- ~~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.~~

- 1.2.3 To become eligible for issue of bid, the bidders shall have to furnish an affidavit as under: (please refer Sr.No.17. 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, AKASHWANI 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](http://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 **One Month** 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. 6,575/-** 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 of "Executive Engineer (Civil), CCW , AKASHWANI, 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, AKASHWANI, Pune or division office of any Executive Engineer, CCW, AKASHWANI 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, AKASHWANI, 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 submission 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, AKASHWANI) may Reject the Tender and take the action to Debar me / us from Tendering in CCW, AKASHWANI, 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, AKASHWANI, Pune or any other division office of any Executive Engineer, CCW, AKASHWANI within the period of bid submission & other documents scanned and uploaded are found in order.**

The bid submitted shall be **opened at 15.30 Hrs. on 30.10.2024**

**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, AKASHWANI, Pune or division office of any Executive Engineer, CCW, AKASHWANI 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 scanned copy of 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.
9. 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.
10. 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.
11. 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 requisite 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.

12. 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.
13. 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.
14. 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.
15. The contractor shall not be permitted to tender for works in the CCW AKASHWANI 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 Akashwani 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.
16. 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.
17. 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.
18. 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

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

**NIT approved for Rs. 3,28,758/- (Rs. Three Lakhs Twenty Eight Thousand Seven Hundred Fifty Eight Only)**

## **Prescribed Format of Receipt of deposition of original EMD**

(Receipt No ...../ date.....)

1. Name of Work : **Providing carpet, repairs to wall acoustics, curtains and painting to DCRT for FTII, Law College Road, Pune.**
2. NIT No. 21/EEC/CCW/AIR/PUNE/2024-25      Dated : **22.10.2024**
3. Estimated Cost :Rs. **3,28,758/-**
4. Amount of Earnest Money Deposit: Rs. **6,575/-**
5. Last date of submission of bid : 29.10.2024 hours on 18.00 Hrs

### **Prescribed Format to be filed by EMD Receiving Officer**

1. Name of Contractor \* .....
2. Form of EMD \* .....
3. Amount of Earnest Money Deposit \* .....
4. Date of submission of EMD \* .....

( \* to be filled by EMD receiving DIVISION)

**(Signature, Name and Designation of EMD receiving Officer along with Office stamp)**

- 1) The Authority receiving EMD in original form examines the EMD deposited by the bidder and issues receipt of deposition of earnest money to the agency in a given format uploaded by tender inviting authority. The receipt can also be issued by any subordinate gazetted authority as authorized by the EE/ Engineer in Charge /DDH.
- 2) The authority receiving original EMD also intimates tender inviting authority about deposition of EMD by the agency by email/fax/telephonically.
- 3) **The earnest money given by all the tenderers except the lowest tenderer shall be refunded immediately after the expiry of stipulated bid validity period or immediately after acceptance of the successful bidder, whichever is earlier. However, in case of two/ three bid system earnest money deposit of bidders unsuccessful during technical bid evaluation etc. should be returned within 30 days of declaration of result of technical bid evaluation.**
- 4) The tender inviting authority calls for original EMD of the L1 tenderer from EMD receiving authority immediately.

**PRASAR BHARATI**  
(INDIAS PUBLIC SERVICE BROADCASTER)  
**CIVIL CONSTRUCTION WING, AKASHWANI**

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

Circle : MUMBAI  
Division : PUNE  
Sub-Division : PUNE- I

Item Rate Tender & Contract for Works

**Name of work : Providing carpet, repairs to wall acoustics, curtains and painting to DCRT for FTII, Law College Road, Pune.**

To be **submitted online** through the website <https://prasarbharati.eproc.in> by **18.00** hours on **29.10.2024** to the Executive Engineer (Civil), Civil Construction Wing, Akashwani, 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 **15.30 hours** on **30.10.2024** in the office of the Executive Engineer (Civil), Civil Construction Wing, Akashwani, 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. 6,575/-** 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, AKASHWANI 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: \_\_\_\_\_

Signature of Contractor

Postal 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**  
**Akashwani, PB (IPSB)**  
**PUNE-16.**

## PROFORMA OF SCHEDULES

### SCHEDULE 'A' TO 'F'

#### SCHEDULE 'A'

Schedule of quantities - **Enclosed** ✓

#### 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
	-----		<b>N I L</b> -----	-----

#### 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
	-----	<b>N I L</b> -----	-----

#### SCHEDULE 'D'

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

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

#### SCHEDULE 'E'

Reference to General Conditions of contract: GCC 2023 (Maintenance Work) CPWD amended with upto date correction slip and upto the date of submission of tender.

**Name of work** : Providing carpet, repairs to wall acoustics, curtains and painting to DCRT for FTIL, Law College Road, Pune.

**Estimated cost of work** : **Rs . 3,28,758/-**

**Earnest money** : **Rs. 6,575 /-(to be returned after receiving Performance Guarantee)**

**Performance guarantee** : **5% of tendered value**

**Security Deposit** : **2.5% of work done amount**

#### SCHEDULE 'F'

#### General Rules & Directions:

Officer inviting Tender	:	Executive Engineer (Civil), CCW, AKASHWANI, PB (IPSB), Pune-16
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
<b>Definitions :</b>		
2(v) Engineer-in-Charge	:	Executive Engineer (Civil), CCW, Akashwani , PB (IPSB), Pune-16
2(viii) Accepting Authority	:	Executive Engineer (Civil), CCW, Akashwani, PB (IPSB), Pune
2(x) Percentage on cost of materials and labour to cover all overheads and profits	:	15%
2(xi) Standard Schedule of Rates	:	<b>CPWD DSR 2021 with upto date correction slips &amp; MR if any</b>
2(xii) Department	:	Civil Construction Wing, Akashwani, PB (IPSB), Pune
9(ii) Standard CPWD contract form	:	Standard CPWD Form 8 of GCC 2023 for <b>Maintenance work</b> 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 | : | <b>10 (Ten) days</b> |
| ii) Maximum allowable extension beyond the period as provided in (i) above, in days                             | : | 05 (Five) days       |

<b>Clause 2</b> Authority for fixing compensation under Clause 2	:	Superintending Engineer (Civil) Civil Construction Wing, Akashwani, Mumbai
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<b>Clause 2A</b> Whether Clause 2A shall be applicable	:	<del>YES</del> / NO
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<b>Clause 5</b> Number of days from the date of issue of letter of acceptance for reckoning date of start	:	<b>10 (Ten) days</b>
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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	25% Value of the work	07 Days	1.25 % of tender amount
2	50% Value of the work	14 Days	1.25 % of tender amount
3	75% Value of the work	21 Days	1.25 % of tender amount
4	100% Value of the work	30 Days	1.25 % of tender amount

Time allowed for execution of work : **One Month**

**Authority to decide:**

**(i) Extension of time** : Executive Engineer (Civil)  
CCW Akashwani Pune

**(ii) Rescheduling of milestones** : Executive Engineer (Civil)  
CCW Akashwani Pune

**Clause 6** : Clause 6 – applicable

**Clause 7** Gross work to be done : Rs. 01.48 Lakhs ± Clause 12%  
together with net payment/  
adjustment of advances  
for material collected,  
if any, since the last such  
payment for being eligible  
to interim payment

**Clause 7A**

Whether Clause 7A shall be applicable : **YES**

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

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

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

**Clause 10CA** : **Not Applicable**

**Clause 10CC** Clause 10CC to be applicable : **12 Months**  
in contracts with stipulated  
period of completion  
**exceeding** the period  
shown in next column

<b>CLAUSe 10 CC</b>	
Component of Civil (Except materials)	-Xm
Electrical construction	.....%
of total value of work	
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 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 Work

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

### Maintenance Work

**Deviated quantities shall be paid as per agreement rates**

**Upto 1.50 times of Tendered amount.**

**No payment beyond above limit**

**Will be payable**

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

**Clause 19 C** Authority to decide penalty (including amount) for default : Superintending Engineer (C), CCW Akashwani, Mumbai

**Clause 19 D** Authority to decide penalty (including amount) for default : Superintending Engineer (C), CCW Akashwani, Mumbai

**Clause 19 G** Authority to decide penalty (including amount) for default : Superintending Engineer (C), CCW Akashwani, Mumbai

**Clause 19 K** Authority to decide penalty (including amount) for default : Superintending Engineer (C), CCW Akashwani, Mumbai

**Clause 25**

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

**Clause 32 Requirement of Technical Representative (S) and recovery rate**

Sr. No.	Minimum qualification of technical representative	Discipline	Designation (Principal Technical /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 32(i)	
						Figures	Words
1	Graduate Engineer OR Diploma Engineer	Civil	Principal Technical representative (Civil)	2 Years	1 Civil	20,000/- P.M. Each	Twenty Thousand Per Month Each
				5 Years		20,000/- P. M. Each	Twenty Thousand Per Month each

**The agency shall engage retired CCW / PWD Engineers who shall assist and work as per direction of Engineer-in-Charge**

**The agency shall submit the bills prepared/ verified by the engineer . In the absence of appropriate engineer, recovery/ deduction shall be made from agency's bill.**

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

**Clause 33**

GST, Building and other Construction Workers Welfare Cess or any other tax, levy or cess in respect of input for or output by this contract shall be payable by the contractor and Government shall not entertain any claim whatsoever in the respect except as provided under Clause 38. (OM No. DG/CON/298 dated 29.09.20215.00).

**Clause 34**

All tendered rates shall be inclusive of all taxes, levies or cess applicable on last stipulated date of receipt of tender including extension if any. No adjustment i.e. increase or decrease shall be made for any variation in the rate of GST, Building and other Construction Workers Welfare Cess or any other tax, levy or cess applicable on inputs.

However, effect of variation in rates of GST or Building and other Construction Workers Welfare Cess or imposition or any other tax, levy or cess applicable on output of the works contract shall be adjusted on either side, increase or decrease.

Provided further that for Building and Other Construction Workers Welfare Cess or any tax (other than GST), levy or cess varied or imposed after the last date of receipt of tender including extension if any, any increase shall be reimbursed to the contractor only if the contractor necessarily and properly pays such increased amount of taxes / levies / cess.

Provided further that such increase including GST shall not be made in the extended period of contract for which the contractor alone is responsible for delay as determined by authority for extension of time under Clause 5 in Schedule.

**Clause 38**

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	
	For works with estimated cost put to tender not more than Rs. 25 lakh.	3% plus/minus.
	For works with estimated cost put to tender more than Rs. 25 lakh.	2% plus/minus.
(b)	Bitumen All Works.	2.5% plus & only & nil on minus side
(c)	Steel Reinforcement and structural steel sections for each diameter, section and category	2% plus/minus
(d)	All other materials.	Nil

**Recovery Rates for quantities beyond permissible variation:**

Sr. 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.

## **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, AKASHWANI'.**
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 1<sup>st</sup> 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.
24. **Site Inspection :** The bidder should inspect and examine the subject site and its surrounding and satisfy himself as to the nature of the ground and sub-soil (so far as is practicable), the forms and nature of the site/ ourselves before submitting the bid, the accommodation which may require and all necessary information as to risks, contingencies and other circumstances which may influence or affect our bid have been obtained. The bidder shall have full knowledge of the site and no extra charge consequent upon any misunderstanding or otherwise shall be claimed in later date.
25. 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.

### **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, AKASHWANI, 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. 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.
9. 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.
10. 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.
11. The site is under security arrangement of **FTII, Pune**. 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.
12. The contractor is to arrange for supply and storage of water, required for the work at their own cost.

13. The bidder shall engage engineer from retired engineers from CCW / CPWD having knowledge of government i.e. CPWD pattern of working. The agency shall submit the bills prepared/ verified by the engineer . In the absence of appropriate engineer, recovery/ deduction shall be made from agency's bill.
14. The agency shall get the design vetted/ modified from appropriate authority ie Govt Colleges/ NIT/ IIT etc to ensure structural stability.
15. The minimum turn over required is 1.00 crore certified by the Chartered Accountant.

#### **16.1(A) Special conditions for works:**

1. The contractor shall ensure that the following provisions are complied with during the construction besides GCC provisions related to a) CPWD safety code b) Model rules and c) CPWD contractors labour regulations.
  - 1.1. Reduction in air pollution during construction by taking necessary measures. For example, Covering stock piles, covering bricks and loads of dusty materials, carry out wheel washing of vehicles entering/exiting the site, sprinkle water on roads with loose dust, cordoning of material stocking area and construction work area etc.
  - 1.2. Efficient water use during construction.
  - 1.3. Efficient reduction in waste during construction by segregating hazardous and inert waste and such segregated waste shall be safely disposed off.
  - 1.4. Smoking is strictly prohibited on site.
  - 1.5. All the construction materials are properly stacked without any spillage and wastage.
2. No extra payment shall be made for all the operations described above such as GI sheet barricading, covering stock piles, covering bricks and loads of dusty materials, carrying-out wheel washing of vehicles entering/exiting the site, sprinkling water on roads with loose dust, cordoning of materials stacking area and construction work area etc.,. It may be noted that the quoted amount covers the cost of these operations. In case the special conditions for GRIHA compliances is not strictly followed during the execution of the work the fine( **Non refundable**) for non -performance of each corresponding activity specified as below shall be levied per day of failure.

Sl. No.	Operations	Fine per day
1.	Covering stock piles	Rs.100 / day
2.	Covering bricks and loads of dusty materials.	Rs.100 / day
3.	Cordoning of material stocking area and construction Work area	Rs.100 / day

3. If the non compliance of \ norms are observed for more than a week it shall be construed that the agreement conditions are not performed by the Agency and action shall be taken as deemed fit by the Engineer-in-Charge.
- 16.2 Adopt measures to prevent air pollution in the vicinity of the site due to construction activities. There is no standard reference for this. The best practices should be followed (as adopted from international best practice documents and codes).
- 16.3 The contractor shall provide experienced personnel with suitable training to ensure that these methods are implemented. Prior to the commencement of any work, the method of working, plant equipment and air pollution control system to be used on –site should be made available for the inspection and approval of the Engineer –in-Charge to ensure that these are suitable for the project.
- 16.4 Employ measures to segregate the waste on-site into inert, chemical or hazardous wastes. Recycle the unused chemical/hazardous wastes such as oil, paint, batteries and asbestos. The inert waste is to be disposed off to Municipal Corporation/local bodies dump yard and landfill sites.
- 16.5 To preserve the existing landscape and protect it from degradation during the process of construction. Select proper timing for construction activity to minimize the disturbance such as soil pollution due to spilling of



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

- 16.6 The Contractor should follow the construction plan as proposed by the Engineer-in-charge / landscape consultant to minimize the site disturbance such as soil pollution due to spilling. Use staging and spill prevention and control plan to restrict the spilling of the contaminating material on site.
- 16.7 Spill prevention and control plans should clearly state measures to stop the source of the spill. Measures to contain the spill and measures to dispose the contaminated material and hazardous wastes. It should also state the designation of personnel trained to prevent and control spills. Hazardous wastes include pesticides, paints, cleaners and petroleum products.
- 16.8 The contractor shall prepare and submit 'Spill prevention and control plans' before the start of construction, clearly stating measures to stop the source of the spill, to contain the spill, to dispose the contaminated material and hazardous wastes, and stating designation of personnel trained to prevent and control spills. Hazardous wastes include pesticides, paints, cleaners, and petroleum products.
- 16.9 The contractor shall ensure that no construction leaches (Ex: cement slurry) is allowed to percolate into the ground. Adequate precautions are to be taken to safeguard against this including reduction of wasteful curing processes, collection, basic filtering and reuse. The contractor shall follow requisite measures for collecting drainage water run-off from construction areas and material storage sites and diverting water flow away from such polluted areas. Temporary drainage channels, perimeter dike/swale, etc. shall be constructed to carry the pollutant –laden water directly to the treatment device or facility (municipal sewer line).
- 16.10 All lighting installed by the contractor around the site and at the labour quarters during construction shall be energy efficient bulbs of the appropriate illumination levels. This condition is a must, unless specifically prescribed otherwise.
- 16.11 All paints, adhesives and sealants should comply with the VOC limits prescribed by GRIHA, as follows:

**Table 1- VOC limits for paints, adhesives and sealants**

Paints	VOC Limit (g/l)	Adhesives	VOC Limit (g/l)
Non-flat paints	150	Wood flooring Adhesive	100
Flat (Mat) paints	50	Tile Adhesive	65
Anti-corrosive/anti- rust Paints	250	Indoor Carpet Adhesive	50
Varnish	350	Wood	30
Lacquer	550	Stains Water proofing sealer	250

- 16.12 All the building materials and systems used on site must be as per the specifications and approved makes by the Engineer-In-Charge.
- 16.13 Water saving measures as suggested by the consultants need to be followed on site.
- 16.14 Any other site management measures suggested by the Engineer-in-charge / greenbuilding consultant shall be followed on site.
- 16.15 **Nothing extra shall be payable for above provisions unless otherwise specified in Schedule of Quantity**

17. The testing shall mandatorily be carried out in the Laboratories setup by the Government Sector, Semi Government of NABL approved private sector. All Government Institutes, Indian Institutes of Technology, National Institutes of Technology, Central and State Research Centers, Centrally and State Funded Laboratories stands approved. No approval is required for Testing in these Laboratories / Intitutes. However, the outside Private Laboratories shall be gor approved from the Engineer-in-charge, if no approved labs as above is available within 200 kms. of the work site. A particular private lab shall be approved for specified tests and work / project. The approving authority will specify the tests while approving the Laboratories.
18. Construction of Site Registers:
- a. All the Site Registers including Tests registers for tests to be carried out at contruction site or in outside laboratories shall be maintained by the contractor which shall be issued to the contractor by Engineer-in-charge in the same manner as being issued to CPWD field staff.
  - b. The various registers to be issued to the contractor are:
    - i. Materials at site account register
    - ii. Cement register
    - iii. Master test registers
    - iv. Cube test register
    - v. Paint register
    - vi. Inspection register
    - vii. Drawing register
    - viii. Any other register decided by the Engineer-in-charge
  - c. All the entries in the registers will be made by the designated Engineering Staff of the contractor and same should be regularly reviewed by JE / AE / EE.
  - d. All the registers of tests carried out at construction site or in outside Laboratories shall be mentained by the contractor which shall be issued to the contractor by Engineer-in-charge in the same manner is being issued to CPWD field staff.

## **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 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-roof.

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 exiting 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, AKASHWANI, 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, AKASHWANI, 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.
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 or 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. 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

5. The contractor shall supply free of charge the steel required for testing. The cost tests shall be borne by the contractor.
6. The actual issue and consumption of steel on work shall be regulated and proper accounts maintained as provided in clause 10 of the contract. The theoretical consumption of steel shall be worked out as per procedure prescribed in clause 42 of the contract shall be governed by conditions laid therein.
7. 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.

## 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, Akashwani, 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.

<b>MATERIALS</b>	<b>APPROVED MAKE</b>
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	NAVAKASHWANI, 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/ <b>BSI</b> 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/ZOLOTO
SW Pipes	Anand/Perfect
Autoclaved Aerated Concrete Blocks	Siporex, Ultratech

<b>MATERIALS</b>	<b>APPROVED MAKE</b>
Vitrified/Ceramic Tiles	Orient, NITCO, Kajaria, Somany
Aluminium Section	Hindalco/Jindal/Indalco (Powder Coating as per approval of Engineer-in-Charge)
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, RINL, JSW
Calcium Silicate False Ceiling	Aerolite, Armstrong, Llyod
Tile Adhesive	Laticrete, Bayer, Bal Endura
APP membrane 3 mm Thick	TICKY DAN, APEX, STP LTD, PIDLITE
Exterior Paint	Asian, Johnson & Nicolson, Berger
Flush Doors /Factory/Laminated Flush Doors	Greenlam, Duro, Century, Merino, National
Plywood /Block Board	Duro, Green, Century, Merino
Prelaminated Particle Board	Mernio, Action Tesa, Greenlam, Century
Veneer (Recon Series)	Century, Duro, Green
Laminates	Century, Mernio,, Green lam
Adhesive for Wood Work	Dunlop, Fevicol, Vamicol
Paint Work	Nerolac, Johnson & Nicholson, Berger, Asian paints
Textured Coating	Unistone, Ultratech, Snowcem India
Polishing Work	MRF, ICI, Asian
Blinds	Vista, hunter Douglas, Livin
Wall Paper	Commander, Romo, Symphony, Delight
Exterior Paint	Apex, Ultima of Asian, burger Weather Coat

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.

## SCHEDULE OF QUANTITY

**Name of Work : Providing carpet, repairs to wall acoustics, curtains and painting to DCRT for FTII, Law College Road, Pune.**

**Name of the Tenderer's Firm (Agency):-**

**Address/Contact No./Email of the Firm:-**

SLNo	Description	Qty	Unit	Rate	Amount
1	Providing and fixing Sound Absorbing Ultra Velvet Black curtain with channels, stitching and installation at site conforming to specifications etc. complete as per the direction of Engineer-in-charge. 1. 100% trevera polyster 20 ounce weight 2. Inherently fire retardent anti fungal anti microbil 3. Washable in warm water or dry clean 4. Thermal regulating fabric 5. Fabric width 140 cms made in Belgium 6. Heavy duty silconized track with standard accessories and support with G.I. tube of size 50x50x2 mm thick.	20	sqm		0.00
2	Wall painting with acrylic emulsion paint, having VOC (Volatile Organic Compound ) content less than 50 grams/ litre, of approved brand and manufacture, including applying additional coats wherever required, to achieve even shade and colour.				
2.1	One coat	110	sqm		0.00
2.2	Two coats	5	sqm		0.00
3	Applying priming coats with primer of approved brand and manufacture, having low VOC (Volatile Organic Compound) content.				
3.1	With water thinnable cement primer on wall surface having VOC content less than 50 grams/litre	5	sqm		0.00
4	French spirit polishing :				
4.1	One or more coats on old work	45	sqm		0.00
5	Dismantling wooden boardings in lining of walls and partitions, excluding supporting members but including stacking within 50 metres lead :				
5.1	Up to 10 mm thick	4.5	sqm		0.00

6	Dismantling of existing carpets/PVC sheet/ tile flooring and disposal of unserviceable materials to the dumping ground etc. complete as per the direction of Engineer-in-charge.	50	sqm		<b>0.00</b>
7	Providing, laying and fixing in position machine made tufted cut pile 100% wovwn Nylon carpet of Welspun Wool - X 1500 or equivalent of approved colour, shade and pattern with woven polypropylene mesh backing, having pile composition as 100% Nylon pile height 10 mm (+/- 1 mm) of gauge 1/8 inch cut pile, weight of pile 1500 GSM, Total weight 2691 GSM, printed metal complex dyes, having class I Fire resistance with minimum critical radiant flux of 0.45 watts/cm2 etc. complete including cutting to required shape, edge building and washing, providing and installing over 8 mm thick underlay of foam double sticking with synthetic rubber adhesive or equivalent all complete as per directions of Engineer-in-charge.	50	sqm		<b>0.00</b>
8	Providing and fixing flat pressed perforated Jolly board 4 mm thick to frame, backing or studding with necessary screws etc. complete (Frames, backing or studding to be paid for separately) as per the direction of Engineer-in-charge.	4.5	sqm		<b>0.00</b>
	<b>Total Amount</b>				<b>0.00</b>