Standard Single Bid Documents for Electrical Works

National Institute of Technology Agartala

Name of work: Repairing/ installation of Light in the RNT Hostel Premises at NIT Agartala.

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Certified that this DNIe-T contains 126 (One Hundred Twenty Six) pages numbered from 1 to 126.

13.10.22 — JE (E)

13/10/2022 — AE(E)

14/10/2022 — EE

17/10/22 — Associate Dean (P&D) (Elect.)

DRAFT NIe-T NO: 134/NITA/Estate Elect./2022-2023

Draft Notice Inviting e-Tender for an amount of Rs. 16,68,209.00 (Rupees Sixteen Lakh Sixty Eight Thousand Two Hundred Nine Only) only is hereby APPROVED.

28/11/2022

DEAN (P&D)
NIT Agartala

CONTRACTOR

For and on behalf of NIT Agartala

VOLUME – I

CONTRACTOR

For and on behalf of NIT Agartala

LIST OF IMPORTANT DATES

PRESS NOTICE

NOTICE INVITING E-TENDER

CONTRACTOR

For and on behalf of NIT Agartala

LIST OF IMPORTANT DATES IN CONNECTION WITH THE BID FOR THE WORK.

Name of work:- Repairing/ installation of Light in the RNT Hostel Premises at NIT Agartala.

1.	**Completion period for the work:**	30 (Thirty) Days
2.	**Date of Publishing of Bid**	……../……./2022.
3.	**Period of downloading of Bidding Documents at https://tripuratender.gov.in**	From: ……../……./2022.
		To: ……../……./2022.
4.	**Deadline for online Bidding:**	……../……./2022 Time 14.00 Hours.
5.	**Time and Date of Opening Bid/Bids:**	……../……./2022. Time 15:30 Hours.
6.	**Place of Opening Bids:**	Estate Section, NIT Agartala
7.	**Last date of Bid Validity:**	180 days from last date of bid submission.
8.	**Officer inviting Bids:**	Registrar, NIT Agartala

Notes:- **All the above mentioned time are as per clock time of e-procurement website https://eprocure.gov.in**

CONTRACTOR

For and on behalf of NIT Agartala

राष्ट्रीय प्रौद्योगिकी संस्थान अगरतला
National Institute of Technology Agartala
Agartala, Tripura, India, Pin-- 799046

No.F.NITA-23(273E)/Estate Elect./2022/ 1110/-05

Date:- 15/12/2022

PRESS NOTICE INVITING E-TENDER

Sealed Percentage Rate e-tenders are invited for and on behalf of NIT Agartala from Central & State Public Sector Undertaking / Enterprise and eligible Contractors / Firms / Agencies of appropriate class registered with state PWDs / CPWD/ MES Railway / P & T or others registered firms for the work as per following tables.

Sl. No	*Name of Work*	*Estimated Cost (Rs.)*	*Earnest Money (Rs.)*	*Cost of Tender Doc. (Rs.)*	*Time of Completion*	*Last Date of Submission of bid/offers.*	*Date of Opening (If possible)*
1	Repairing/ installation of Light in the RNT Hostel Premises at NIT Agartala.	16,68,209.00	33,365.00	500.00	30 (Thirty) Days	16/01/2023 (Upto 05.00PM)	17/01/2023 (at 11.00AM)

Eligible bidders shall participate in bidding only in online through website **https://eprocure.gov.in.** Bidders are allowed to bid 24X7 until the time of Bid closing, with option for Re-Submission, wherein only their latest submitted Bid would be considered for evaluation. The e-Procurement website will not allow any Bidder to attempt bidding, after the scheduled date and time. **Submission of bids physically is not permitted.**

Earnest Money (Refundable) and Bid Fee/tender cost (Non-Refundable) are to be paid/transferred separately to the Institute Account No.30936141729, IFSC CODE:SBIN0011491, MICR No:799002525, State Bank of India, NIT Agartala Branch, through Electronic Transfer/Online transfer system.

Bid(s) shall be opened through online by respective Bid openers on behalf of the **NIT Agartala** and the same shall be accessible by intending Bidder through website **https://eprocure.gov.in**. However, intending bidders and other Bidders may like to be present at the Bid opening. For any enquiry, please contact by e-mail to **estateelectrical.nita@gmail.com.**

Any subsequent corrigendum will be available in the website only.

Details are available in the Institute's website: http//www.nita.ac.in & https://eprocure.gov.in.

D Bhalkye 09-12-22
Registrar, NIT Agartala

National Institute of Technology Agartala

NOTICE INVITING e-Tender

The **Registrar, NIT, Agartala, West Tripura** on behalf of the 'NIT, Agartala' invites sealed **Percentage rate** e-Tender(s) from Central & State Public Sector undertaking / Enterprise and eligible Contractors / Firms / Agencies of appropriate class registered with PWD / TTAADC / MES / CPWD / Railway / Other State PWD or others registered firms for the following work:-

Sl. No	*Name of Work*	*Estimated Cost (Rs)*	*Earnest Money(2%) (Rs)*	*Time of Completion*	*Cost of E-Tender Doc. (Rs)*	*Last Date of Submission of bid/offers.*	*Date of Opening (If possible)*
1.	Repairing/ installation of Light in the RNT Hostel Premises at NIT Agartala.	16,68,209	33,365.00	30 (Thirty) Days	500.00	__/__/2022 (Upto 2.30 PM)	__/__/2022 (at 3:30 PM)

1. Bid documents consisting of qualification information and eligibility criteria of bidders, plans, specifications, drawings, the schedule of quantities of the various classes of work to be done and the set of terms and conditions of the contract to be complied with by the bidder, can be seen in the website https://eprocure.gov.in at free of cost between ..... and .....

2. **Earnest Money**(Refundable) **and Bid Fee/e-Tender cost**(Non-Refundable) are to be paid /transferred separately to the Institute Account No.30936141729, IFSC CODE:SBIN0011491, MICR No:799002525, State Bank of India, NIT Agartala Branch, through Electronic Transfer/Online transfer system.

3. The participating Bidders will have to upload the scan copy (receipt copy) of the transaction (as a single PDF file of 100 dpi resolution), against the related Bid fee & Earnest money, along with the Technical bid.

4. a) Bid shall be uploaded in single-bid system with all Pre-Qualification and other details. Bidder shall participate in bid online through website https://eprocure.gov.in, for which they shall register/enroll themselves in the same website. **Submission of bids physically is not permitted.**

b) To participate in bid, the bidder shall have a valid **Class 2/Class 3 Digital Signature Certificate (DSC)**, obtained from the certifying authorities enlisted by Controller of Certifying Authorities (CCA) at **http://cca.gov.in**

c) Bids will be opened online through website https://eprocure.gov.in at ..... Hrs on .....*..... in the office of the **Estate Engineer, NIT Agartala.** If the office happens to be closed on the date of opening of the bids as specified, the bids will be opened on the next working day at the same time and venue.

5. If a bidder is enlisted in the CPWD as well as in MES, P&T, Railways, State PWDs or others he shall be eligible to bid for works up to the amount permitted by virtue of his enlistment.

6. If the percentage quoted in the pre-defined BOQ by a bidder is found to be either abnormally high or due to unethical practices adopted at the time of bidding process, such bids shall be rejected.

7. Each Bidder shall submit only one bid for the work. A bidder who submits more than one bid will cause disqualification of all the bids submitted by the bidder.

8. The bidder, at the bidders own responsibility and risk, is advised to visit and examine the Site of Work and its surroundings and obtain all information that may be necessary for preparing the bid for entering into a contract, for construction of the work. The costs of visiting the site shall be at the Bidder's own expense.

9. **A)** The bid for the work shall remain valid for acceptance for a period **180 (one hundred eighty) days** from the last date of submission of the bid.

B) If any bidder withdraws his bid within the validity period then the NIT authority shall, without prejudice to any other right or remedy, be at liberty to forfeit the earnest money @50%.

C) In full (100%), in case the bidder fails to commence the work specified in the biding documents on 15th day or such time period as mentioned in letter of award after the date on which the Engineer-In-Charge issues written orders to commence the work, or from the date of handing over of the site, whichever is later, the Government shall, without prejudice to any other right or remedy, be at liberty to forfeit whole of the earnest money absolutely.

10. **Rate Quotation:**

(i) Bidder shall **quote rate in figures only** in the Bill of Quantity (BOQ) which is in **MS-Excel (macro enabled)** and should be downloaded from the e-procurement application https://eprocure.gov.in and the same BOQ should be filled up properly and uploaded as a part of bid with digital signing.

(ii) Name of bidder must be written in the appropriate field of Bill of Quantity (BOQ) by bidder.

11. **Earnest Money of those bidders who are disqualified after technical evaluation will be returned to the respective bidder's bank account as used during on line payment, once the online process of "Award of Contract' (AOC) is completed in the e-procurement portal.**

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For and on behalf of NIT Agartala

Earnest Money of all bidders including L1 will be returned to their bank account once process of "Award of Contract" (AOC) is completed. In case of **lowest rate quoting bidder i.e. L1**, the **bidder is to deposit** a **"Bank Guarantee"** of **equivalent amount** of the **Earnest Money** from any Nationalized Bank having branch at Agartala in the format as prescribed by the **E-Tender Inviting Authority (TIA)** and to be deposited **within 15(fifteen) days from the date of letter communicating to deposit the amount in favour of the Registrar, NIT Agartala by the bidder.**

On receipt of "Bank Guarantee" from the L1 Bidder, shall scrutinized its authenticity, validity and amount as per bid document.

12. The **security deposit** will be collected by deductions from the running bills of the Bidders at the rate 10% including earnest money (2%) and **"Performance Bank Guarantee"(5%).The earnest money and Performance Bank Guarantee shall be treated as part of security deposit.**

A sum @ 10% of the gross amount of the bill shall be deducted from each running bill of the Bidder till the sum along with the earnest money and **"Performance Bank Guarantee"(5%).** equal to amount of 10% of the bided value of the work .

13. If an individual makes the bid, it shall be digitally signed by him/her and the undertaking shall also be signed with his/her full name and his/her address. If a firm makes the bid, a member of the firm shall digitally sign it and the undertaking shall be signed with the co-partnership name by the same member of the firm, who shall also sign his/her own name, and the name and address of each member of the firm shall be given. If the bid is made by a corporation, it shall be digitally signed by a duly authorized officer and the undertaking shall also be signed by the same duly authorized officer who shall produce with his/her bid satisfactory evidence of his/her authorization. Such corporation submitting bids may be required to furnish evidence of its corporate existence, before the contract is executed.

14. The percentage rate quoted by the Bidder shall be deemed to be inclusive of the sales and other levies, duties, royalties, cess, toll taxes of Central and State Governments, local bodies and authorities that the Bidder will have to pay for the performance of this contract. The employer will perform such duties about the deduction of such taxes at source as per applicable law.

15. If a bidder quotes nil rates against each item in Percentage rate e-Tender or does not any percentage above/ below in the total amount of the e-Tender or any section/ sub head in percentage bid, the bid shall be treated as invalid.

16. The eligibility criteria documents shall be opened first on due date and time. The technical cum commercial/ financial bid of the qualified bidder will be opened letter.

17. It is mandatory to upload scanned copies of all documents as specified in the bid document. If these documents are not uploaded, then bid will become invalid and summarily be rejected.

18. On opening date, the bidder can login and see the bid opening process. Interested bidder may be present during bid opening in due date and time.

19. The NIT Agartala reserves the right to reject any prospective applications/ bids without arising any reason thereof and to restrict the cost of qualified contractors to any number deemed suitable by it.

20. The defect liability is 01(one) year calculated from the completion date of the work except otherwise mentioned against some work. The bidder shall do routine maintenance free of cost within the defect liability period.

21. Other details can be seen in the bid documents and for any enquiry, please contact by e-mail to estateelectrical.nita@gmail.com .

(SIGNATURE)

For and on behalf of NIT Agartala

CONTRACTOR

For and on behalf of NIT Agartala

INSTRUCTIONS TO E-TENDERERS

CONTRACTOR

For and on behalf of NIT Agartala

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INSTRUCTIONS TO E-TENDERERS.

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For and on behalf of NIT Agartala

INSTRUCTIONS TO BIDDERS
A. GENERAL

Name of work: Repairing/ installation of Light in the RNT Hostel Premises at NIT Agartala.

1. **General:**

1.1 **The Registrar, NIT Agartala,** invites bid for the above work during the period, for which dates and time specified in the NIT. Bid will be opened by the designated bid-opener as selected at time of online e-Tender creation on behalf of the **NIT Agartala** on the date and time mentioned in the NIT.

1.2 The bid document shall be available in the prescribed form through e-procurement application https://eprocure.gov.in.

1.3 To participate in the bid, the bidder shall have a valid Class 2/Class 3 Digital Signature certificate (DSC), obtained from either of the certifying authorities, enlisted by Controller of Certifying Authorities (CCA) at http://cca.gov.in

1.4 The Bidder shall Enroll himself/herself in the e-procurement portal https://eprocure.gov.in and obtain User ID and Password for bidding.

1.5 On publication of the bid, bidder shall download the DNIT and all the work items from website as mentioned in the DNIT and minutely go through the instructions/terms and conditions/critical dates/eligibility criteria of the DNIT.

1.6 Downloaded DNIT document is to be uploaded back and digitally signed as a part of bid, and as a proof of acceptance of all terms and conditions in the DNIT.

2. **Earnest Money**(Refundable) **and Bid Fee/e-Tender cost**(Non-Refundable) are to be paid /transferred separately to the Institute Account No.30936141729, IFSC CODE:SBIN0011491, MICR No:799002525, State Bank of India, NIT Agartala Branch, through Electronic Transfer/Online transfer system.

2.1 The Bidders shall have to scan all the required documents mentioned in this DNIT except 'DNIT' & 'BOQ', into PDF format of 100 dpi resolution, for uploading as part of Bid.

2.2 Bill of Quantity (BOQ), which is the percentage Rate quoting sheet in MS-Excel shall be downloaded, filled up properly and uploaded with the bid after digital signing. The Bidder shall always open the BOQ sheet with Macro Enabled.

2.3 The dates stipulated in the bid notice are firm and under any circumstances, they will not be relaxed unless officially extended.

2.4 Bidders are allowed to bid 24x7 until the time of Bid closing, with option for Re-Submission, wherein only their latest submitted Bid would be considered for evaluation. The e-Procurement website will not allow any Bidder to attempt bidding, after the scheduled date and time.

2.5 Bidders shall furnish a declaration (Annexure-II of pre-qualification information) as a part of bid that they are not been blacklisted by any department in Tripura. Any wrong declaration in this regard which comes to notice at a later date will disqualify them and the bids so received will be rejected.

2.6 The successful bidder is expected to complete the work within the time-period specified in the NIT.

3. **Firms Eligible to E-Tender:**

3.1 The Firms who

i) Possess the valid registration in the class and category mentioned in the NIT and satisfy all the conditions therein.

ii) Are not blacklisted or debarred or suspended by the Government for Whatever the reason, prohibiting them not to continue in the contracting business.

iii) Have complied with the eligibility criteria specified in the NIT are the eligible e-Tenderers.

4. **Pre-Qualification data of the Bidders**

4.1 **The bidder should satisfy the pre-qualification criteria as fixed here under and in case any bidder is not found satisfying any of such criteria as fixed, his/her bid will be summarily rejected.** The bidder shall furnish the following particulars in the PDF of 100 dpi resolution.

a) Copies of documents relating to the
   - **(i) Registration of the firm/Registration as Civil Bidder/Partnership deed/Articles of Association,**
   - (ii) **Professional Tax clearance certificate,**
   - (iii) **GST registration certificate,**
   - (iv) **Valid license regarding engagement of workers in the contract works from Labour Department**, etc.
   - (v) **Experience certificate from Clint regarding successfully completion of similar nature of the work mentioned in the bid document.**

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Note: The Partnership firms, which are registered as Bidders shall intimate the change in partnership deed, if any, within one month of such change. Failure to notify the change to the registration authority in time will entail the firms to forfeit their registration and their bid will be rejected. The intimation of change of partners if any and the acceptance by the Registration authority may be enclosed.

4.2 Bids from Joint Ventures are not acceptable unless specifically stated otherwise.

4.3 **QUALIFICATION CRITERIA.**

a. Availability (either owned or leased or to be procured against mobilization advance of the following key and critical equipment for this work.).

Sl. No.	Equipment Type and Characteristics	Minimum No. required.
1.	Tower Ladder	
2.	Clamp Meter	
3.	Megger	
4.	Earthing Tester	
5.	Aluminium Ladder	
6.	Crimping Tools	
7.	Screw Driver Set	
8.	Cutting Machine	
9.	Safety equipments	
10.	Helmet	
11.	Rubber Gloves	
12.	Safety Harness Belt	
13.	First Aid Kit	
14.	Discharge Rod 33 KV	
15.	Grass cutting tools	
16.	Plier, Cutter	
17.	Spanner Tool	
18.	----------	
19.	----------	
20.	----------	
21.	----------	

b. Availability of the Key personnel

Cost of work (Rs. in lakh)	Contract period (months)	Requirement of Technical staff		Minimum Experience (Years)	Designation
		Qualification	Number		
More than 1000	24	i) Project Manager with degree in corresponding discipline of Engineering	1	10	Principal Technical Representative
		ii) Graduate Engineer	1	5	Technical represents
		iii) Graduate Engineer	2	Nil	Technical Representative
		or			
		Diploma Engineer	2	5	
500 to 1000	18	i)Graduate Engineer	1	5	Principal Technical Representative
		ii) Graduate Engineer	2	Nil	Technical Representative
		or			
		Diploma Engineer	2	5	
200 to 500	12	i)Graduate Engineer	1	5	Principal Technical Representative
		ii) Graduate Engineer	1	Nil	Technical Representative
		or			
		Diploma Engineer	1	5	

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50 to 200	9	i) Graduate Engineer	1	5	Principal Technical Representative.
10 to 50	6	i) Graduate Engineer **or** Diploma Engineer	1 1	Nil 5	Principal Technical Representative.

Notes:

1. 'Cost of work,' in table above, means corresponding amount available for work in sanctioned Preliminary estimate.
2. 'Contract period' indicated, in table above, should not be considered as standard schedule but should be actually determined as per Appendix 17 of CPWD works manual for each work.
3. Rate of recovery in case of non compliance of Clause 36(i) be stipulated at following rates:-

Sl. No.	Qualification	Experience (years)	Rate of recovery
(i)	Project Manager with Degree	10	Rs. 40,000/-p.m.
(ii)	Graduate Engineer	5	Rs. 30,000/-p.m.
(iii)	Graduate Engineer **or** Diploma Engineer	Nil 5	4. Rs. 25,000/-p.m.

Nothing extra need to be added while preparing market rate justified amount of the work if stipulation is made as per above recommended scale of requirement of technical staff.

Requirement of technical staff and their experience can be varied depending upon nature of work and contract period determined as per Appendix 17.

In event requirement of Technical staff is varied and estimated expenditure on technical staff worked out on the basis of 75% of the rate of recovery exceeds 1% of the cost of work, excess may be added while preparing market rate justified amount of the work.

c. Solvency certificate to be produced by the bidder / agency for an amount equal to @ 25% of the estimated cost put to bid.

d. The agencies/firms who have satisfactorily executed individually each category works as per following criteria during last 05(five) years are eligible for the works:

(i) One work of 80% of cost of work.
(ii) Two work of 60% of cost of work.
(iii) Three work of 40% of cost of work.

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.

4.4 Even though the bidders meet the above qualifying criteria, they are liable to be **disqualified / debarred / suspended / blacklisted** if they have.

- ✓ Furnished false / fabricated particulars in the forms, statements and / annexures submitted in proof of the qualification requirements and/or
- ✓ Not turned up for entering into agreement, when called upon.
- ✓ Record of poor progress such as abandoning the work, not properly completing the contract, inordinate delays in completion, litigation history or financial failures etc. and/or
- ✓ Participated in the previous biding for the same work and had quoted unreasonably high bid percentage and
- ✓ Even while execution of the work, if found that the work was awarded to the Bidder based on false / fake certificates of experience, the Bidder will be blacklisted and necessary action will be taken as per rules.

4.5 For bids up to 15% less than the estimated contract value of work, no additional security deposit is required. But for bids less than 15% of the **Estimated Contract Value (ECV)** of work, the difference between the bided amount and 85% of the Estimated Contract Value, shall be paid by the successful bidder at the time of concluding agreement as an additional security to fulfill the contract through a Bank Guarantee or Demand Draft on a Nationalized Bank / Scheduled bank in the prescribed format valid till completion of the work in all respects.

a) If the percentage quoted by a bidder is found to be either abnormally high or it is found that unethical practices is adopted at the time of bidding process, such bids shall be rejected.

b) A bidder submitting a bid which the bid accepting authority considers excessive and or indicative of insufficient knowledge of current prices or definite attempt of profiteering will render himself liable to be debarred permanently from biding or for such period as the bid accepting authority may decide. The bidder overall percentage should be based on the controlled prices for the materials, if any, fixed by the Government or the reasonable prices permissible for the bidder to charge a private purchaser under the provisions of clause-6 of the

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hoarding and profiteering prevention ordinance of 1943 as amended from time to time and on similar principle in regard to labour supervision on the construction.

5. Number of Bid per Bidder:

5.1 Each Bidder shall submit only one Bid for the work. A bidder who submits more than one bid will cause disqualification of all the bids submitted by the bidder.

6. Cost of Biding

6.1 The bidder shall bear all costs associated with the preparation and submission of his Bid and the Bid Inviting Authority will in no case be responsible and liable for those costs.

7. Site Visit.

7.1 The Bidder, at the bidder's own responsibility and risk is advised to visit and examine the Site of Work and its surroundings and obtain all information that may be necessary for preparing the bid for entering into a contract, for construction of the work. The costs of visiting the site shall be at the bidder's own expense.

If the rates quoted by a e-Tenderer are found to be either abnormally high or it is found that unethical practices is adopted at the time of e-Tendering process, such e-Tender shall be rejected.

B. Bid Document

8. Contents of Bid document.

8.1 One set of Bid document, comprises of the following:

i. Notice Inviting Bids (NIT).
ii. Instruction to Bidders.
iii. Forms of Bid and qualification data of the bidder.
iv. Conditions of Contract.
v. Clauses of Contract
vi. Integrity pact
vii. List of Acts and omissions for which fines can be imposed
viii. **PROFORMA OF SCHEDULES**
ix. General condition
x. Additional condition
xi. Special condition
xii. List of prepared makes of material
xiii. Specifications.
xiv. Drawings.
xv. Forms of Securities, i.e. Earnest Money, Additional Security etc.
xvi. Bill of Quantities.

9. Clarification on E-Tender Documents

9.1 A prospective E-Tenderer requiring any clarification on E-Tender documents may contact the E-Tender Inviting Officer at the address indicated in the NIT. The E-Tender Inviting Officer will also respond to any request for clarification, received through post.

10. Amendment to Bid Documents

10.1 Before the last date for submission of Bids, the Bid Inviting Authority may modify any of the Contents of the Bid Notice. Bid documents by issuing amendment/Addendum/ corrigendum.

10.2 Any addendum/amendments/corrigendum issued by the Bid Inviting Authority shall be part of the bid Document and it shall be published in the e-procurement portal at https://tripuraTender.gov.in. Registered Bidders shall be notified of the related Corrigendum(s) by portal auto-generated e-mail. However, Public Works Department, Govt. of Tripura shall bear no responsibility or liability arising out of non-receipt of the same in time or otherwise. Bidders are requested to visit the website frequently to check whether there is any related Corrigendum(s) or not.

10.3 To give prospective Bidders reasonable time to take an addendum / amendments / corrigendum into account in preparing their bids, the Bid Inviting Authority may extend if necessary, the last date for submission of bids.

B. PREPARATION OF BIDS

11. Language of the Bid.

11.1 All documents relating to the bid shall be in the English Language only.

12. Documents comprising of the Bid.

12.1 The bid comprise the following.

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a. Drawings.
b. Qualification Information and supporting documents of the bidders.
c. Bill of Quantities (BOQ) and the Bid Offer.

13. Bid Offer:

13.1 Bill of Quantities (BOQ) called Schedule "A" and the bid offer accompanies the bid document as Volume-II. It shall be explicitly understood that the Bid Inviting Authority does not accept any responsibility for the correctness or completeness of this schedule 'A' and this schedule 'A' is liable to alterations by omissions, deductions or additions at the discretion of the Executive/Superintending Engineer or as set forth in the conditions of the contract. The Schedule "A" shall contain the items of work indicated as Part-I. The percentage quoted by the Bidder shall be applicable only to Part-I. The bidders will have to state clearly their willingness to execute the work at certain specific percentage of excess or less or at par of the ECV indicated in Part-I.

13.2 For percentage rate e-Tender, the Bill of Quantities (BOQ) contains the quantities & rates worked out by the Department and the amount for each item and total value of the estimated contract. The bidder should workout his own rates keeping in view the work, site conditions and **quote the rate (in figures only) in MS Excel BOQ sheet** with which he intends to execute the work. Thus, the total amount (for overall quoted bid percentage) as computed through Macro Enabled MS Excel BOQ Sheet would be the quoted offered amount for the work, which will be shown in figures & words automatically.

13.3 The bid offer shall be for the whole work and not for individual items / part of the work.

13.4 All duties, taxes, and other levies payable by the Bidder as per State / Central Government rules or value added tax (VAT) shall be included in the bid percentage/ rate quoted by the bidder.

13.5 The bided contract amount as computed based on overall bid percentage is subject to variation during the performance of the Contract in accordance with variation in quantities etc.

14. Validity of Bids:

14.1 Bids shall remain valid for a period of not less than **180(one hundred eighty) days** from the last date of bidding specified in NIT.

14.2 During the above-mentioned period, no plea by the bidder for any sort of modification of the bid based upon or arising out of any alleged misunderstanding of misconceptions or mistake or for any reason will be entertained.

14.3 In exceptional circumstances, prior to expiry of the original time limit, the **E-Tender Inviting Authority (TIA)** may request the bidders to extend the period of validity for a specified additional period. Such request to the Bidders shall be made in writing. A Bidder may refuse the request without forfeiting his Earnest Money. A Bidder agreeing to the request will not be permitted to modify his Bid, but will be required to extend the validity of his Earnest Money for a period of the extension.

15. Earnest Money

15.1 The bidders shall pay online, **Earnest Money equivalent to 2% (two percent) of estimated cost put to e-Tender** as specified in the NIT.

15.2 **Earnest Money** is to be paid electronically over the online payment as mentioned in bid document in time with bid submission.

15.3 **Earnest Money of those bidders who are disqualified after technical evaluation will be returned to the respective bidder's bank account** as used during on line payment, **once the online process of "Award of Contract' (AOC) is completed** in the e-procurement portal.

15.4 **Earnest Money of all bidders including L1 will be returned to their bank account once process of "Award of Contract" (AOC) is completed.** In case of **lowest rate quoting bidder i.e. L1**, the **bidder is to submit** a **"Bank Guarantee"** in favour of the concerned Executive Engineer, of **equivalent amount of the Earnest Money** from any Nationalized Bank having branch at Agartala in the format as prescribed by the **E-Tender Inviting Authority (TIA)** and to be **deposited within 15(fifteen) days from the date of letter communicating to** the bidder.

On receipt of "Bank Guarantee" from the L1 Bidder, NIT Authority **shall scrutinized its authenticity, validity and amount as per bid document.**

15.5 **Once the process of AOC is completed, Refund of Earnest Money for all cases including L1 will take place** in the system to credit the same amount to the respective bank account of all the bidders participated in the bid.

15.6 **In case of failure to submit the "Bank Guarantee" by the L1 within the prescribed time,** the **earnest money so deposited in the portal** during the bid, **will be automatically treated as forfeited** to the Government account.

15.7 **Earnest Money so deposited by the bidders will not carry any interest** and it will be dealt with as provided in the condition stipulated in the bid.

15.8 The **Earnest Money shall also be forfeited**.

(a) **In 50%**, if the **Bidder withdraws the Bid during the validity period of Bid**. In such case, the bidder is to deposit that amount i.e. 50% of the Earnest Money separately either in the form of De-Call or Demand Draft to the government to facilitate the E-Tender Inviting Authority (TIA) to release the entire amount of Earnest Money through on-line. **Failure to deposit the said 50% of the Earnest Money within prescribed time as per letter of TIA, will attract forfeiture of entire (100%) Earnest Money.**

(a) **In full (100%),** in case the Bidder fails to commence the work specified in the bid documents on 15th (fifteenth) day or such time period as mentioned in letter of award after the date on which the Engineer-in-Charge issues written orders to commence the work or from the date of handing over the site, **whichever is later**. In this case, mode of earnest money will be in the form of "Bank Guarantee".

15. Alteration

15.1 No alteration which is made by the bidder in the contract form, the conditions of the contract, the drawings, specifications or statements / formats or quantities accompanying the same will be recognized; and, if any such alterations are made the bid will be void.

C. SUBMISSION OF BIDS

16 Submission of Bids:

16.1 The Bidders, who are desirous of participating in bid, shall submit their Pre-Qualification and other details etc., in the Standard formats prescribed in the bid documents through the application https://eprocure.gov.in

16.2 **List of documents to be scanned and uploaded:**

A. **Documents to be kept in "My Document" folder of Bidder:** The following documents, as per standard format detailed in bid document, or as per standard dictated by Regulatory/ Statutory bodies, shall be scanned and uploaded along with the bid document as per requirements.

For ease of biding, the **bidders shall scan the following documents at 100 dpi resolution and upload them as per the folder structure provided** in his/her "**My Document**", which is provided free of cost to all bidders, post his/her registration in the application https://eprocure.gov.in. This operation is expected to be completed, before commencement of actual biding by the bidder.

Sl.	Folder Name	Documents to be uploaded
1.	**BIS/ Mfg lic/ Dealership**	Copies of documents relating to the i) **Registration of the firm**/Registration as Civil Bidder/Partnership deed/ Articles of Association, ii) **Valid license** regarding engagement of workers in the contract works from Labour Department, Government of Tripura, etc.
2.	**DNIT Document**	iii) **Downloaded DNIT** as a proof of acceptance of all terms and conditions in the DNIT.
3	**Financial Details**	iv) Bank Solvency, Forms of security
4	**Machinery Details**	v) Availability of Key & critical construction / quality control equipment (**Statement-I**);
5	**Misc. document**	vi) Information regarding any **litigation**, with Government during the last 5(five) years, in which the Bidder is involved in (**Statement-III**);
6	**Technical details**	vii) Availability of **key personnel** for administration / site management and execution viz., technical personnel required for the work (**Statement -II**);
7	**Experience**	viii) Experience certificate from Clint regarding successfully completion of similar nature of the work mentioned in the bid document.

8	**Tax related document**	Copies of documents relating to the ix) **Professional Tax Clearance** certificate, x) **GST registration certificate.**

During actual bidding, the bidder shall select/ check these documents from his/ her My Document, which will ensure completion of biding within the same session, even if the bidder is connecting to the application over a slow speed network.

B. Documents required during actual Bidding: In addition to the documents kept in "**My Document**" folder, the following documents are also to be uploaded to the e-Procurement application during actual biding.

i) Checklist as per **Annexure-I**.
ii) Declaration of the Bidder as per **Annexure-II**.
iii) Undertaking as per **Annexure-III**.
iv) Bill of Quantity (BOQ).
v) Forms of security
vi) Schedule-A as per **Annexure-VI**.
vii) Certificate from the Clint regarding Successfully completed the similar nature of works

Note-1:

Bidder shall take separate printout of the formats of Checklist (**Annexure-I**), Declaration (**Annexure-II**), Undertaking (**Annexure-III**), Bank solvency, Performance Bank Guarantee, Schedule-A (**Annexure-VI**) and **Statement- I to IV** (as mentioned above). He / She shall **fill the necessary information & put signature (mandatorily with black ink) with stamp/seal, and then scan them into PDF (in 100 dpi resolution).** Finally, **those documents** should be **uploaded (with digital signing)** either in Bidder's "My Document" or actual bidding, as the case may be.

16.3 **If any of the certificates/documents furnished by the Bidder, found to be false / fabricated / bogus, the bidder will be liable to blacklisted and their Earnest Money will be forfeited.**

17 Last date / time for Submission of the Bids.

17.1 Bids must be submitted not later than the date and time specified in NIT.

17.2 The Executive Engineer may extend the dates for issue and receipt of Bids by issuing an amendment in which case all rights and obligations of the Executive Engineer and the bidders will remain same as previously.

18 Late Bids.

18.1 **The e-Procurement application** https://eprocure.gov.in **will not allow any Bidder to attempt bidding, after the scheduled date and time prescribed in NIT.**

D. BID OPENING AND EVALUATION

19 Bid Opening

19.1 The bids will be opened online by the Bid openers **on behalf NIT Agartala** at the time, date and venue as specified in the bid documents. Bids shall be scrutinized in accordance with the conditions stipulated in the Bid document. In case of any discrepancy of non-adherence Conditions, the Bid accepting authority shall communicate the same which will be binding both on the bid Opening authority and the Bidder. In case of any ambiguity, the decision taken by the Bid Accepting Authority on bids shall be final.

20 Bid Evaluation and Comparison of Bids.

20.1 All the statement, documents, certificates, bank guarantee, BOQ (bill of quantity) etc., shall be submitted/uploaded by the bidder will be verified, for evaluation of bids. The clarifications, particulars, if any, required from the bidders, will be obtained by addressing the bidders. Bids will be evaluated against the specified parameters / criteria same as in the case of conventional bids and the qualified bidders will be identified. The result of bids evaluation can be seen in the e-procurement application https://eprocure.gov.inby all the bidders who participated in the Bid.

20.2 The **'BOQ Comparative Chart'** generated & displayed by system through the e-procurement portal, after the opening of Bid, will show the amount calculated based on percentage rate quoted by the bidders. **The bidder shown as lowest (L1) in the bid rank of the 'BOQ Summary Details', may not be the lowest always**. The prescribed

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authority (i.e. **Technical/Financial Bid Evaluation Committee**) in the Department will prepare a **'Comparative Statement'** considering all parameters as per conditions given in the bid document. This **'Comparative Statement', declaring lowest bidder (L1), will be displayed in the e-procurement portal subsequently.**

20.3 **Details of 'Technical/Financial Bid Evaluation Committee' shall be uploaded in the e-procurement portal** https://eprocure.gov.in **and all the bidders can access the same.**

21 Discrepancy in Bid percentage quoted.

21.1 Bids shall be scrutinized in accordance with the conditions stipulated in the Bid document. **Bidder shall quote rate in percentage in figures only. BOQ (in MS-Excel format) shall be open with Macro Enabled for automatic conversion from figures to words.** In case of any ambiguity, the decision taken by the Bid Accepting Authority on Bidders shall be final

22 Process to be Confidential.

22.1 Information relating to the examination, clarification, evaluation and comparison of Bids and recommendations for the award of a contract shall not be disclosed to the Bidders or any other persons not officially concerned with such process until the award to the successful Bidder has been announced by the bid accepting authority. Any effort by a Bidder to influence the processing of Bids or award decisions may result in the rejection of his Bid.

22.2 No Bidder shall contact the Superintending Engineer or any authority concerned with finalization of bids on any matter relating to its Bid from the time of the Bid opening to the time the Contract is awarded. If the Bidder wishes to bring additional information to the notice of the Superintending Engineer, it should do so in writing.

22.3 Before recommending / accepting the bid, the bid recommending / accepting authority shall verify the correctness of certificates submitted to meet the eligibility criteria and specifically experience. The authenticated agreements of previous works executed by the lowest bidder may be called for.

E. AWARD OF CONTRACT

23 Award Criteria

23.1 The Executive/ Superintending Engineer / Chief Engineer will award or recommend to the Competent bid accepting authority for award of the contract to the Bidder who is found Technically Qualified as per the Bid conditions and whose **Offer Rate is lowest**.

23.2 The bid accepting authority reserves the right to accept or reject any Bid or all bids and to cancel the Bidding process, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the reasons for such action.

24 Notification of Award and Signing of Agreement.

24.1 The Bidder whose Bid has been accepted will be notified of the award of the work by the any authorized official, prior to expiration of the Bid validity period by registered letter. This letter (hereinafter and in the Conditions of Contract called "Letter of Acceptance") will indicate the sum that the Government will pay the Bidder in consideration of the execution, completion, and maintenance of the Works by the Bidder as prescribed by the Contract (hereinafter and in the Contract called the "Contract Amount").

24.2 When a bid is to be accepted the concerned bidder shall attend the office of the concerned official on the date fixed in the Letter of acceptance. Upon intimation being given by the authority of acceptance of his bid, the bidders shall make payment of the additional security deposit wherever needed by way of "Demand Draft" or "Deposit at Call" obtained from a Nationalized / Scheduled Bank with required validity period and sign an agreement in the form prescribed by the department for the due fulfillment of the contract. Failure to attend the authority's office on the date fixed, in the written intimation, to enter into the required agreement shall entail forfeiture of the Earnest Money deposited. The written agreement to be entered into between the Bidder and the Government shall be the foundation of the rights and obligations of both the parties and the contract shall not be deemed to be complete until the agreement has first been signed by the Bidder and then by the proper officer authorized to enter into contract on behalf of the Government.

24.3 The successful bidder has to sign an agreement within a period of 15 days from the date of receipt of communication of acceptance of his bid. On failure to do so his bid will be cancelled duly forfeiting the Earnest Money, paid by him without issuing any further notice and action will be initiated for black listing the bidder.

25 Corrupt or Fraudulent Practices

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25.1 The Government require that the bidders / suppliers / Bidders under Government financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Government

(a) Define for the purposes of the provision, the terms set forth below as follows:
   (i) "Corrupt practices" means the offering, giving, receiving or soliciting of anything of value to influence the action of a Government official in procurement process or in contract execution: and

   (ii) "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Government and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish in Bid prices at artificial non-competitive levels and to deprive the Government of the benefits of free and open competition.

(b) Will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

(c) Will blacklist / or debar a firm, either indefinitely or for a stated period of time, if at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing a Government Contract.

(d) Furthermore, Bidders shall be aware of the provisions stated in the General Conditions of Contract.

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FORMS OF BID

QUALIFICATION INFORMATION

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QUALIFICATION INFORMATION

Annexure – I

CHECKLIST TO ACOMPANY THE BID

SL. No.	Description	Submitted
1	2	3
1	Copies of documents relating to the **Registration of the firm**, Registration as Civil Bidder, Partnership deed, Articles of Association	Yes / No
2	Copy of **Professional Tax clearance certificate**	Yes / No
3	Copy of **GST registration certificate**	Yes / No
4	Copy of **valid license regarding engagement of workers** in the contract works from Labour Department, Government of Tripura	Yes / No
5	**Downloaded DNIeT** as a proof of acceptance of all terms conditions in the DNIeT.	Yes / No
6	Availability of critical equipment in **Statement –I**	Yes / No
7	Availability of Key personnel in **Statement-II**	Yes / No
8	Litigation history in **Statement –III**	Yes / No
9	The particulars of quality control testing Lab owned, OR tie up with established quality control testing laboratories (**Statement-IV**)	Yes / No
10	Declaration of the Bidder as per **Annexure-II**	Yes / No
11	Undertaking as per **Annexure-III**	Yes / No
12	Bank solvency	Yes / No
13	Performance Bank Guarantee	Yes / No
14	Schedule-A	Yes / No
15	**Corrigendum**, if any	Yes / No
16	**Experience certificate from Clint regarding successfully completion of similar nature of the work mentioned in the bid document**	Yes / No

Signature of the Bidder

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Annexure-II

DECLARATION

I / we ..... have gone through carefully all the Bid conditions and solemnly declare that I / we will abide by any penal action such as disqualification or black listing or termination of contract or any other action deemed fit, taken by, the Department against us, if it is found that the statements, documents, certificates produced by us are false / fabricated.

I / we hereby declare that, I / We have not been blacklisted / debarred / Suspended / demoted in any department in Tripura or in any State of India due to any reasons.

Signature of the Bidder

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For and on behalf of NIT Agartala

STATEMENT – I

Availability of Critical Equipment

The bidder should furnish the information required below, regarding the availability of the equipment, required for construction / quality control.

Sl. No.	Details of Equipment	Number required	Number		
			Owned	Leased	To be procured
1	2	3	4	5	6

Signature of the Bidder

DECLARATION

"I/We .....do hereby solemnly affirm and declare that I /we own the following equipment for using on the subject work and also declare that I / We will abide by any action such as disqualification or determination of Contract or blacklisting or any action deemed fit, if the department detects at any stage that I/we do not possess the equipment listed below.

Sl. No.	Details of each Equipment	Year of purchase	Reg. Number	Capacity	Any other data.	Is it in working condition
1	2	3	4	5	6	7

Signature of the Bidder

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STATEMENT – II

Availability of Key Personnel

Qualification and experience of Key Personnel proposed to be deployed for execution of the Contract.

Sl. No	Name	Designation	Qualification	Total Experience	Working with the Bidder since.
1	2	3	4	5	6

Signature of the Bidder

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STATEMENT – III

Information on litigation history in which Bidder is the Petitioner.

Sl. No	Case No. / Year	Court where filed.	Subject Matter / Prayer in the case.	Respondents i.e., SE / CE	Present Stage.
1	2	3	4	5	6

Signature of the Bidder

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STATEMENT – IV

The particulars of quality control testing Lab owned, OR tie up with established quality control testing laboratories (applicable in case of work costing more than 50.00 lakh(fifty lakh).

Sl. No	Name of the Lab	Whether owned/ tie-up	Details of Equipment/ Instruments of the Lab
1	2	3	4

Signature of the Bidder

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Annexure-III

Undertaking

CPWD Form – 7/8

Percentage Rate E-Tender & Contract for Works

Date: .....

To,

The Registrar
NIT Agartala

Sir,

I / We do hereby bid and if this bid be accepted, under take to execute the following work viz (Repairing/ installation of Light in the RNT Hostel Premises at NIT Agartala.)

A. E-Tender for the work of :-

(i) Repairing/ installation of Light in the RNT Hostel Premises at NIT Agartala.

(ii) To be uploaded by .....hours on..... at http//eprocure.gov.in

(iii) To be opened in presence of e-Tenderers who may be present at..... Hours on.....in the office of.....

E-TENDER

I/We have read and examined the notice inviting e-Tender, schedule, A, B, C, D, E & 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 e-Tender document for the work for

a. For percentage Rate Contract (CPWD Form-7), I / We undertake to execute the work at the same rate as filled up /quoted online by me/us in Bill of Quantity (in downloaded macro enabled MS-Excel Sheet) of the same bid as referred to "General Rules & Direction" of this e-Tender document. In addition, the total amount as computed in macro enabled MS-Excel Sheet through online would be the quoted offered amount by me/us for the same bid as referred above.

b. For Percentage rate Contract (CPWD Form-8), I / We undertake to execute the work at the same Percentage rate as filled up /quoted online by me/us for each item in Bill of Quantity (in downloaded macro enabled MS-Excel Sheet) of the same bid as referred to "General Rules & Direction" of this e-Tender document. In addition, the total amount as computed in macro enabled MS-Excel Sheet through online would be the quoted offered amount by me/us for the same bid as referred above.

|strike out as the case may be|

I/We hereby e-Tender for the execution of the work specified for the NIT Agartala within the time specified in Schedule 'F' viz., schedule of quantities and in accordance in all respect with the specifications, designs, drawing 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 respect of accordance with, such conditions so far as applicable.

I/We agree to keep the e-Tender open for one hundred and eighty (180) days from the due date of its opening and not to make any modification in its terms and conditions.

A sum of ' ..... is hereby forwarded in deposit at call receipt of a scheduled bank/ demand draft of a scheduled bank/bank guarantee issued by a scheduled bank as earnest money.

A copy of earnest money in deposit at call receipt of a scheduled bank /demand draft of a scheduled bank/bank guarantee issued by a scheduled bank is scanned and uploaded(strike out as the case may be). If I/We, fail to furnish the prescribed performance guarantee within prescribed period, I/We agree that the said NIT Agartala or his successors, in office shall

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without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Further, if I/We fail to commence work as specified, I/ We agree that NIT Agartala or the successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said performance guarantee absolutely. The said Performance Guarantee shall be a guarantee to execute all the works referred to in the e-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 e-Tender form.

Further, I/We agree that in case of forfeiture of Earnest Money or Performance Guarantee as aforesaid, I/We shall be debarred for participation in the re-Tendering process of the work.

I/We undertake and confirm that eligible similar work(s) has/have not been got executed through another contractor on back to back basis. Further that, if such a violation comes to the notice of Department, then I/We shall be debarred for e-Tendering in NIT Agartala 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 e-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.

UNDERTAKING OF THE BIDDER.

1) I/WE have not been black listed in any department in Tripura due to any reasons.

2) I/WE have not been demoted to the next lower category for not filing the bids after buying the bid schedules in a whole year and my/our registration has not been cancelled for a similar default in two consecutive years.

3) I/WE agree to disqualify me/us for any wrong declaration in respect of the above and to summarily reject my/our bid.

Address of the Bidder :

Phone No.:

Note: If an individual makes the bid, it shall be digitally signed by him/her and the undertaking shall also be signed with his/her full name and his/her address. If a firm makes the bid, a member of the firm shall digitally sign it and the undertaking shall be signed with the co-partnership name by the same member of the firm, who shall also sign his/her own name, and the name and address of each member of the firm shall be given. If the bid is made by a corporation, it shall be digitally signed by a duly authorized officer and the undertaking shall also be signed by the same duly authorized officer who shall produce with his/her bid satisfactory evidence of his/her authorization. Such corporation submitting bids may be required to furnish evidence of its corporate existence, before the contract is executed.

Dated:

Signature of Contractor

Witness:

Postal Address & Mobile No:

Address:

Occupation:

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For and on behalf of NIT Agartala

ACCEPTANCE

The above e-Tender (as modified by you as provided in the letters mentioned hereunder) is accepted by me for and on behalf of NIT Agartala for a sum of ` .....

(Rupees.....

.....)

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

(a)

(b)

(c)

For & on behalf of NIT Agartala.

Signature.....

Designation.....

Dated:

CONTRACTOR

For and on behalf of NIT Agartala

General Rules & Directions

1. All work proposed for execution by contract will be notified in a form of invitation to e-Tender pasted by publication in News papers or posted on website as the case may be.This form will state the work to be carried out, as well as the date for submitting and opening e-Tender and the time allowed for carrying out the work, also the amount of earnest money to be deposited with the e-Tender, and the amount of the security deposit and Performance guarantee to be deposited by the successful e-Tenderer and the percentage, if any, to be deducted from bills. Copies of the specifications, designs and drawings and any other documents required in connection with the work signed for the purpose of identification by the officer inviting e-Tender shall also be open for inspection by the contractor at the office of officer inviting e-Tender during office hours.

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

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

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

Applicable for Item Rate E-Tender only (CPWD-8)

In case the lowest e-Tendered amount (worked out on the basis of quoted rate of Individual items) of two or more contractors is same, then such lowest contractors may be asked to submit sealed revised offer quoting rate of each item of the schedule of quantity for all sub sections/sub heads as the case may be, but the revised quoted rate of each item of schedule of quantity for all sub sections/sub heads should not be higher than their respective original rate quoted already at the time of submission of e-Tender. The lowest e-Tender shall be decided on the basis of revised offer.

If the revised e-Tendered amount (worked out on the basis of quoted rate of individual items) of two or more contractors received in revised offer is again found to be equal, then the lowest e-Tender, among such contractors, shall be decided by draw of lots in the presence of SE of the circle, or CE of the zone EE(s) in-charge of major & minor component(s) (also DDH in case Horticulture work is also included in the e-Tender), and the lowest contractors those have quoted equal amount of their e-Tender.

In case of any such lowest contractor in his revised offer quotes rate of any item more than their respective original rate quoted already at the time of submission of e-Tender, then such revised offer shall be treated invalid. Such case of revised offer of the lowest contractor or case of refusal to submit revised offer by the lowest contractor shall be treated as withdrawal of his e-Tender before acceptance and 50% of his earnest money shall be forfeited.

In case all the lowest contractors those have same e-Tendered amount (as a result of their quoted rate of individual items), refuse to submit revised offers, then e-Tender are to be recalled after forfeiting 50% of EMD of each lowest contractors.

Contractor, whose earnest money is forfeited because of non-submission of revised offer, or quoting higher revised rate(s) of any item(s) than their respective original rate quoted already at the time of submission of his bid shall not be allowed to participate in the ree-Tendering process of the work

Applicable for Percentage Rate E-Tender only (CPWD-7)

4A. In case of Percentage Rate E-Tender, contractor shall fill up the usual printed form, stating at what percentage below/above (in figures as well as in words) the total estimated cost given in Schedule of Quantities at Schedule-A, he will be willing to execute the work. The e-Tender submitted shall be treated as invalid if :-

I. The contractor does not quote percentage above/below on the total amount of e-Tender or any section/sub head of the e-Tender.

II. The percentage above/below is not quoted in figures & words both on the total amount of e-Tender or any section/sub head of the e-Tender.

III. The percentage quoted above/below is different in figures & words on the total amount of e-Tender or any section/sub head of the e-Tender.

E-Tender, which propose any alteration in the work specified in the said form of invitation to e-Tender, or in the time allowed for carrying out the work, or which contain any other conditions of any sort including conditional rebates, will be summarily rejected

4B. In case the lowest e-Tendered amount (estimated cost + amount worked on the basis of percentage above/below) of two or more contractors is same, such lowest contractors will be

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asked to submit sealed revised offer in the form of letter mentioning percentage above/ below on estimated cost of e-Tender including all sub sections/sub heads as the case may be, but the revised percentage quoted above/below on e-Tendered cost or on each sub section/ sub head should not be higher than the percentage quoted at the time of submission of e-Tender. The lowest e-Tender shall be decided on the basis of revised offers.

In case any of such contractor refuses to submit revised offer, then it shall be treated as withdrawal of his e-Tender before acceptance and 50% of earnest money shall be forfeited.

If the revised e-Tendered amount of two more contractors received in revised offer is again found to be equal, the lowest e-Tender, among such contractors, shall be decided by draw of lots in the presence of SE of the circle, or CE of the zone EE(s) in-charge of major & minor component(s) (also DDH in case Horticulture work is also included in the e-Tender), & the lowest contractors those have quoted equal amount of their e-Tender.

In case all the lowest contractors those have quoted same e-Tendered amount, refuse to submit revised offers, then e-Tender are to be recalled after forfeiting 50% of EMD of each contractor. Contractor(s), whose earnest money is forfeited because of non submission of revised offer, shall not be allowed to participate in the re-Tendering process of the work.

5. The officer inviting e-Tender or his duly authorized assistant, will open e-Tender in the presence of any intending contractors who may be present at the time.
6. The officer inviting e-Tender shall have the right of rejecting all or any of the e-Tender and will not be bound to accept the lowest or any other e-Tender.
7. The receipt of an accountant or clerk for any money paid by the contractor will not be considered as any acknowledgment or payment to the officer inviting e-Tender and the contractor shall be responsible for seeing that he procures a receipt signed by the officer inviting e-Tender or a duly authorized Cashier

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Applicable for Item Rate E-Tender only (CPWD-8)

8. In the case of Item Rate E-Tender, only rates quoted shall be considered. Any e-Tender containing percentage below/above the rates quoted is liable to be rejected. Rates quoted by the contractor in item rate e-Tender in figures and words shall be accurately filled in so that there is no discrepancy in the rates written in figures and words. However, if a discrepancy is found, the rates which correspond with the amount worked out by the contractor shall unless otherwise proved be taken as correct. If the amount of an item is not worked out by the contractor or it does not correspond with the rates written either in figures or in words, then the rates quoted by the contractor in words shall be taken as correct. Where the rates quoted by the contractor in figures and in words tally, but the amount is not worked out correctly, the rates quoted by the contractor will unless otherwise proved be taken as correct and not the amount. In event no rate has been quoted for any item(s), leaving space both in figure(s), word(s), and amount blank, it will be presumed that the contractor has included the cost of this/these item(s) in other items and rate for such item(s) will be considered as zero and work will be required to be executed accordingly.

However, if a e-Tenderer quotes nil rates against each item in item rate e-Tender, the e-Tender shall be treated as invalid and will not be considered as lowest e-Tenderer and earnest money deposited shall be forfeited.

9. In case of Percentage Rate E-Tender only percentage quoted shall be considered. Any e-Tender containing item rates is liable to be rejected. Percentage quoted by the contractor in percentage rate e-Tender shall be accurately filled in figures and words, so that there is no discrepancy.

Applicable for percentage rate only (CPWD-7)

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

11. (i) The Contractor whose e-Tender is accepted, will be required to furnish performance guarantee of 5% (Five Percent) of the e-Tendered amount within the period specified in Schedule F. This guarantee shall be in the form of Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank

(ii) The contractor whose e-Tender is accepted will also be required to furnish by way of Security Deposit for the fulfillment of his contract, an amount equal to 2.5% of the e-Tendered value of the work. The Security deposit will be collected by deductions from the running bills as well as final bill of the contractor at the rates mentioned above. The Security amount will also be accepted in cash or in the shape of Government Securities. Fixed Deposit Receipt of a Scheduled Bank or will also be accepted for this purpose provided confirmatory advice is enclosed.

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

13. GST or any other tax applicable in respect of inputs procured by the contractor for this contract shall be payable by the Contractor and Government will not entertain any claim whatsoever in respect of the same. However, component of GST at time of supply of service (as provided in CGST Act 2017) provided by the contract shall be varied if different from that applicable on the last date of receipt of e-Tender including extension if any.

14. The e-Tender for composite work includes, in addition to building work, all other works such as sanitary and water supply installations drainage installation, electrical work, horticulture work, roads and paths etc.

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

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

CONTRACTOR

For and on behalf of NIT Agartala

CONDITIONS OF CONTRACT

CONTRACTOR

For and on behalf of NIT Agartala

CONDITIONS OF CONTRACT

Definitions

1. The **Contract** means the documents forming the e-Tender and acceptance thereof and the formal agreement executed between the competent authority on behalf of the President of India and the Contractor, together with the documents referred to therein including these conditions, the specifications, designs, drawings and instructions issued from time to time by the Engineer-in- Charge and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.

2. In the contract, the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them:-

   (i) The expression works or work shall, unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional.

   (ii) The Site shall mean the land, places on, into or or where work is to be executed under the contract or any adjacent land, path or street or where work is to be executed under the contract or any adjacent land, path or street which may be temporally allotted or used for the purpose of carrying out the contract.

   (iii) The Contractor shall mean the individual, firm or company, whether incorporated or not, undertaking the works and shall include the legal personal representative of such individual or the persons composing such firm or company, or the successors of such firm or company and the permitted assignees of such individual, firm or company.

   (iv) The President means the President of India and his successors.

   (v) The Engineer-in-charge means the Engineer Officer who shall supervise and be in charge of the work and who shall sign the contract on behalf of the President of India as mentioned in Schedule 'F' hereunder .

   (vi) Accepting Authority shall mean the authority mentioned in Schedule 'F'.

   (vii) Excepted Risk are risks due to riots (other than those on account of contractor's employees), war (whether declared or not) invasion, act of foreign enemies, hostilities, civil war, rebellion revolution, insurrection, military or usurped power, any acts of Government, damages from aircraft, acts of God, such as earthquake, lightening and unprecedented floods, and other causes over which the contractor has no control and accepted as such by the Accepting Authority or causes solely due to use or occupation by Government of the part of the works in respect of which a certificate of completion has been issued or a cause solely due to Government's faulty design of works.

   (viii) Market Rate shall be the rate as decided by the Engineer-in-Charge on the basis of the cost of materials and labour at the site where the work is to be executed plus the percentage mentioned in Schedule 'F' to cover, all overheads and profits.

   Provided that no extra overheads and profits shall be payable on the part(s) of work assigned to other agency(s) by the contractor as per terms of contract.

   Schedule(s) referred to in these conditions shall mean the relevant schedule(s) annexed to the e-Tender documents or the standard Schedule of Rates of the government mentioned in Schedule 'F' hereunder, with the amendments thereto issued upto the date of receipt of the e-Tender.

   (ix) Department means NIT Agartala or any department of Government of India which invites e-Tender on behalf of President of India as specified in schedule 'F'.

   (x) District Specifications means the specifications followed by the State Government in the area where the work is to be executed.

   (xi) E-Tendered value means the value of the entire work as stipulated in the letter of award.

   (xii) Date of commencement of work: The date of commencement of work shall be the date of start as specified in schedule 'F' or the first date of handing over of the site, whichever is later, in accordance with the phasing if any, as indicated in the e-Tender document.

(xiii) GST shall mean Goods and Service Tax - Central, State and Inter State.

Scope and Performance

3. Where the context so requires, words imparting the singular only also include the plural and vice versa. Any reference to masculine gender shall whenever required include feminine gender and vice versa.

4. Headings and Marginal notes to these General Conditions of Contract shall not be deemed to form part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.

5. The contractor shall be furnished, free of cost one certified copy of the contract documents except standard specifications, Schedule of Rates and such other printed and published documents, together with all drawings as may be forming part of the e-Tender documents. None of these documents shall be used for any purpose other than that of this contract.

Works to be carried out

6. The work to be carried out under the Contract shall, except as otherwise provided in these conditions, include all labourers, materials, tools, plants, equipment and transport which may be required in preparation of and for and in the full and entire execution and completion of the works. The descriptions given in the Schedule of Quantities (Schedule-A) shall, unless otherwise stated, be held to include wastage on materials, carriage and cartage, carrying and return of empties, hoisting, setting, fitting and fixing in position and all other labours necessary in and for the full and entire execution and completion of the work as aforesaid in accordance with good practice and recognized principles.

Sufficiency of E-Tender

7. The Contractor shall be deemed to have satisfied himself before e-Tendering as to the correctness and sufficiency of his e-Tender for the works and of the rates and prices quoted in the Schedule of Quantities, which rates and prices shall, except as otherwise provided, cover all his obligations under the Contract and all matters and things necessary for the proper completion and maintenance of the works.

Signing of Contract

8. The successful e-Tenderer/contractor, on acceptance of his e-Tender by the Accepting Authority, shall, within 15 days from the stipulated date of start of the work, sign the contract consisting of:-

(i) the notice inviting e-Tender, all the documents including drawings, if any, forming the e-Tender as issued at the time of invitation of e-Tender and acceptance thereof together with any correspondence leading thereto.

(ii) Standard C.P.W.D. Form as mentioned in Schedule 'F' consisting of:

a) Various standard clauses with corrections up to the date stipulated in Schedule 'F' along with annexures thereto.

b) C.P.W.D. Safety Code.

c) Model Rules for the protection of health, sanitary arrangements for workers employed by CPWD or its contractors.

d) CPWD Contractor's Labour Regulations.

e) List of Acts and omissions for which fines can be imposed.

f) **Unless otherwise mentioned latest CPWD works Manual, General Condition of Contract (GCC), GFR and Manual for Procurement shall be followed for settlement of any issues.**

(iii) No payment for the work done will be made unless contract is signed by the contractor.

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For and on behalf of NIT Agartala

CLAUSES OF CONTRACT

Performance Guarantee

Clause 1

(i) The contractor shall submit an irrevocable Performance Guarantee of 5% (Five percent) of the e-Tendered amount in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement, (not withstanding and/or without prejudice to any other provisions in the contract) within period specified in Schedule 'F' from the date of issue of letter of acceptance. This period can be further extended by the Engineer-in-Charge up to a maximum period as specified in schedule 'F' on written request of the contractor stating the reason for delays in procuring the Performance Guarantee, to the satisfaction of the Engineer-in-Charge. This guarantee shall be in the form of 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 , Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the form annexed hereto. In case a fixed deposit receipt of any Bank is furnished by the contractor to the Government as part of the performance guarantee and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the Government to make good the deficit.

(ii) The Performance Guarantee shall be initially valid up to the stipulated date of completion plus minimum 60 days beyond that. if the same is submitted by the agency on schedule format I as per GCC. If the same is submitted on the format II as per GCC then the performance Guarantee shall be valid up to the stipulated date of completion plus minimum 6 months beyond that. In case the time for completion of work gets enlarged, the contractor shall get the validity of Performance Guarantee extended to cover such enlarged time for completion of work. After recording of the completion certificate for the work by the competent authority, the performance guarantee shall be returned to the contractor, without any interest. However, in case of contracts involving maintenance of building and services/any other work after construction of same building and services/ other work, then 50% of Performance Guarantee shall be retained as Security Deposit. The same shall be returned year wise proportionately.

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

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

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

(iv) In the event of the contract being determined or rescinded under provision of any of the Clause/Condition of the agreement, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of the President of India.

Recovery of Security Deposit

Clause 1A

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

All compensations or the other sums of money payable by the contractor under the terms of this contract may be deducted from, or paid by the sale of a sufficient part of his security deposit or from the interest arising there from, or from any sums which may be due to or may become due to the contractor by Government on any account whatsoever and in the event of his Security Deposit being reduced by reason of any such deductions or sale as aforesaid, the contractor shall within 10

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days make good in cash or fixed deposit receipt e-Tendered by the State Bank of India or by Scheduled Banks or Government Securities (if deposited for more than 12 months) endorsed in favour of the Engineer-in-Charge, any sum or sums which may have been deducted from, or raised by sale of his security deposit or any part thereof. The security deposit shall be collected from the running bills and the final bill of the contractor at the rates mentioned above.

The security deposit as deducted above can be released against bank guarantee issued by a scheduled bank, on its accumulations to a minimum of Rs. 5 lac subject to the condition that amount of such bank guarantee, except last one, shall not be less than Rs. 5 lac. Provided further that the validity of bank guarantee including the one given against the earnest money shall be in conformity with provisions contained in clause 17 which shall be extended from time to time depending upon extension of contract granted under provisions of clause 2 and clause 5.

In case of contracts involving maintenance of building and services/any other work after construction of same building and services/other work, then 50% of Performance Guarantee shall be retained as Security Deposit. The same shall be returned year wise proportionately.

Note-1: Government papers e-Tendered as security will be taken at 5% (five per cent) below its market price or at its face value, whichever is less. The market price of Government paper would be ascertained by the Divisional Officer at the time of collection of interest and the amount of interest to the extent of deficiency in value of the Government paper will be withheld if necessary.

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

Note-3: Note 1 & 2 above shall be applicable for both clause 1 and 1A

Compensation for Delay

Clause 2

If the contractor fails to maintain the required progress in terms of clause 5 or to complete the work and clear the site on or before the contract or justified extended date of completion as per clause 5 (excluding any extension under Clause 5.5) as well as any extension granted under clauses 12 and 15, he shall, without prejudice to any other right or remedy available under the law to the Government on account of such breach, pay as compensation the amount calculated at the rates stipulated below as the authority specified in schedule 'F' may decide on the amount of accepted E-Tendered Value of the work for every completed day/month (as determined) that the progress remains below that specified in Clause 5 or that the work remains incomplete.

Compensation for delay of work

(i) With maximum rate 1% (one percent) maximum per month of delay to be computed on per day basis based on quantum of damage suffered due to stated delay on the part of Contractor. if scheduled completion of work is more than one year

(ii) With maximum rate 1% (one percent) to 2% (two percent) (maximum) per month of delay to be computed on per day basis based on quantum of damage suffered due to stated delay on the part of Contractor. if scheduled completion of work is more than six months and upto one year

(iii) With maximum rate 2% (two percent) to 5% (five percent) (maximum) per month of delay to be computed on per day basis based on quantum of damage suffered due to stated delay on the part of Contractor. if scheduled completion of work is up to six months

Provided always that the total amount of compensation for delay to be paid under this condition shall not exceed 10 % of the accepted E-Tendered Value of work. In case no compensation has been decided by the authority in Schedule 'F' during the progress of work, this shall be no waiver of right to levy compensation by the said authority if the work remains incomplete on final justified extended date of completion. If the Engineer in Charge decides to give further extension of time allowing performance of work beyond the justified extended date, the contractor shall be liable to pay compensation for such extended period. If any variation in amount of contract takes place during such extended period beyond justified extended date and the contractor becomes entitled to additional time under clause 12, the net period for such variation shall be accounted for while deciding the period for levy of compensation. However, during such further extended period beyond the justified extended period, if any delay occurs by events under sub clause 5.2, the contractor shall be liable to pay compensation for such delay.

This is without prejudice to right of action by the Engineer in Charge under clause 3 for delay in performance and claim of compensation under that clause.

In case action under clause 2 has not been finalized and the work has been determined under clause 3, the right of action under this clause shall remain post determination of contract but levy of

compensation shall be for days the progress is behind the schedule on date of determination, as assessed by the authority in Schedule F, after due consideration of justified extension. The compensation for delay, if not decided before the determination of contract, shall be decided after of determination of contract.

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

Compensation for Delay

Clause 2A

For Maintenance Works estimated cost upto Rs. 25 Lacs

If the contractor fails to maintain the required progress to complete the work and clear the site on or before the contract period he shall, without prejudice to any other right or remedy available under the law to the Government on account of such breach, pay as compensation the amount calculated at the rates stipulated below as the authority specified in schedule 'F' may decide on the amount of accepted E-Tendered Value of the work for every completed day/ month (as determined) that the work remains incomplete in the following manners.

(i) If there is no hindrance, compensation shall be levied if work is incomplete.

(ii) If site is not available there will be no compensation.

(iii) If there is partial hindrance then engineer- in - charge will compare amount of work executed in available hindrance free time w.r.t. total time and total work. Compensation will be levied if actual work executed is less than as calculated on pro rata basis.

Compensation for delay of work

(i) With maximum rate 1% (one percent) per month of delay to be computed on per day basis based on quantum of damage suffered due to stated delay on the part of Contractor. if scheduled completion of work is more than one year.

(ii) With rate 1% (one percent) to 2% (two percent) (maximum) per month of delay to be computed on per day basis based on quantum of damage suffered due to stated delay on the part of Contractor. if scheduled completion of work is more than six month and up to one year.

(iii) With rate 2% (two percent) to 5% (five percent) (maximum) per month of delay to be computed on per day basis based on quantum of damage suffered due to stated delay on the part of Contractor. if scheduled completion of work is up to six month.

Provided always that the total amount of compensation for delay to be paid under this condition shall not exceed 10 % of the accepted E-Tendered Value of work In case no compensation has been decided by the authority in Schedule 'F' during the progress of work, this shall be no waiver of right to levy compensation by the said authority if the work remains incomplete on stipulated date of completion.

This is without prejudice to right of action by the Engineer in Charge under clause 3 for delay in performance and claim of compensation under that clause.

In case action under clause 2 has not been finalized and the work has been determined under clause 3, the right of action under this clause shall remain post determination of contract but levy of compensation shall be for days the progress is behind the schedule on date of determination, as assessed by the authority in Schedule F. The compensation for delay, if not decided before the determination of contract, shall be decided after determination of contract.

The amount of compensation may be adjusted or set-off against any sum payable to the Contractor under this or any other contract with the Government.

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When Contract can be Determined

Clause 3

Subject to other provisions contained in this clause, the Engineer-in-Charge may, without prejudice to any other rights or remedy against the contractor in respect of any delay, not following safety norms inferior workmanship, any claims for damages and/or any other provisions of this contract or otherwise, and whether the date of completion has or has not elapsed, by notice in writing absolutely determine the contract in any of the following cases:

(i) If the contractor having been given by the Engineer-in-Charge a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in an inefficient or otherwise improper or un-workman like manner shall omit to comply with the requirement of such notice for a period of seven days thereafter.

(ii) If the contractor has, without reasonable cause, suspended the progress of the work or has failed to proceed with the work with due diligence and continues to do so after a notice in writing of seven days from the Engineer-in-Charge.

(iii) If the contractor fails to complete the work or section of work with individual date of completion on or before the stipulated or justified extended date, on or before such date of completion; and the Engineer in Charge without any prejudice to any other right or remedy under any other provision in the contract has given further reasonable time in a notice given in writing in that behalf as either mutually agreed or in absence of such mutual agreement by his own assessment making such time essence of contract and in the opinion of Engineer-in-Charge the contractor will be unable to complete the same or does not complete the same within the period specified.

(iv) If the contractor persistently neglects to carry out his obligations under the contract and/ or commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Engineer-in-Charge.

(v) If the contractor shall offer or give or agree to give to any person in Government service or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract for Government.

(vi) If the contractor shall enter into a contract with Government in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and the terms of payment thereof have been previously disclosed in writing to the Engineer-in-Charge.

(vii) If the contractor had secured the contract with Government as a result of wrong e-Tendering or other non-bonafide methods of competitive e-Tendering or commits breach of Integrity Agreement.

(viii) If the contractor being an individual, or if a firm, any partner thereof shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purport so to do, or if any application be made under any Insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors.

(ix) If the contractor being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.

(x) If the contractor shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days.

(xi) If the contractor assigns (excluding part(s) of work assigned to other agency(s) by the contractor as per terms of contract), transfers, sublets (engagement of labour on a piece-work basis or of labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or otherwise parts with or attempts to assign, transfer, sublet or otherwise parts with the entire works or any portion thereof without the prior written approval of the Engineer -in-Charge. When the contractor has made himself liable for action under any of the cases aforesaid, the Engineer-in-Charge on behalf of the President of India shall have powers:

(a) To determine the contract as aforesaid so far as performance of work by the Contractor is concerned (of which determination notice in writing to the contractor under the hand of the Engineer-in-Charge shall be conclusive evidence). Upon such determination, Security Deposit already recovered, Security Deposit, payable, Performance Guarantee under the contract shall be liable to be forfeited and shall be absolutely at the disposal of the Government

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

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

Clause 3A

In case, the work cannot be started due to reasons not within the control of the contractor within 1/8th of the stipulated time for completion of work or one month whichever is higher, either party may close the contract by giving notice to the other party stating the reasons. In such eventuality, the Performance Guarantee of the contractor shall be refunded within 15 days Neither party shall claim any compensation for such eventuality. This clause is not applicable for any breach of the contract by either party.

Contractor liable to pay compensation even if action not taken under Clause 3

Clause 4

In any case in which any of the powers conferred upon the Engineer-in-Charge by Clause-3 thereof, shall have become exercisable and the same are not exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any future case of default by the contractor and the liability of the contractor for compensation shall remain unaffected. In the event of the Engineer-in-Charge putting in force all or any of the powers vested in him under the preceding clause he may, if he so desires after giving a notice in writing to the contractor, take possession of (or at the sole discretion of the Engineer-in-Charge which shall be final and binding on the contractor) use as on hire (the amount of the hire money being also in the final determination of the Engineer-in-Charge) all or any tools, plant, materials and stores, in or upon the works, or the site thereof belonging to the contractor, or procured by the contractor and intended to be used for the execution of the work/or any part thereof, paying or allowing for the same in account at the contract rates, or, in the case of these not being applicable, at current market rates to be certified by the Engineer-in-Charge, whose certificate thereof shall be final, and binding on the contractor, clerk of the works, foreman or other authorized agent to remove such tools, plant, materials, or stores from the premises (within a time to be specified in such notice) in the event of the contractor failing to comply with any such requisition, the Engineer-in-Charge may remove them at the contractor's expense or sell them by auction or private sale on account of the contractor and his risk in all respects and the certificate of the Engineer-in-Charge as to the expenses of any such removal and the amount of the proceeds and expenses of any such sale shall be final and conclusive against the contractor.

Time and Extension for Delay

Clause 5

The time allowed for execution of the Works as specified in the Schedule 'F' or the extended time in accordance with these conditions shall be the essence of the Contract. The execution of the work shall commence from such time period as mentioned in schedule 'F' or from the date of handing over of the site, notified by the Engineer-in-Charge, whichever is later. If the Contractor commits default in commencing the execution of the work as aforesaid, the performance guarantee shall be forfeited by the Engineer in Charge and shall be absolutely at the disposal of the Government without prejudice to any other right or remedy available in law.

5.1. (i) As soon as possible but within 7 (seven) working days of award of work and in consideration of

(a) Schedule of handing over of site as specified in the Schedule 'F'

(b) Schedule of issue of drawings if applicable as specified in the Schedule 'F'

the Contractor shall submit a Time and Progress Chart for each mile stone. The Engineer-in-Charge may within 7 (seven) working days thereafter, if required modify, and communicate the program approved to the contractor failing which the program submitted by the contractor shall be deemed to be approved by the Engineer-in-Charge. The work programme shall include all details of balance drawings and decisions required to complete the contract with specific dates by which these details are required by contractor without causing any delay in execution of the work. The Chart shall be prepared in direct relation to the time stated in the Contract documents for completion of items of the works. It shall indicate the forecast of the dates of commencement and completion of various trades of sections of the work and may be amended as necessary by agreement between the Engineer-in-Charge and the Contractor within the limitations of time imposed in the Contract documents.

(ii) In case of non submission of work programme by the contractor the program approved by the Engineer-in-Charge shall be deemed to be final.

(iii) The approval by the Engineer-in-Charge of such programme shall not relieve the contractor of any of the obligations under the contract.

(iv) The contractor shall submit the Time and Progress Chart and progress report using the mutually agreed software or in other format decided by Engineer-in-Charge for the work done during previous month to the Engineer-in-charge on or before 5th day of each month failing which a recovery as per Schedule F to be decided by the NIT approving authority shall be made on per week or part basis in case of delay in submission of the monthly progress report

5.2. If the work(s) be delayed by:-

(i) force majeure, or

(ii) abnormally bad weather, or

(iii) serious loss or damage by fire, or

(iv) civil commotion, local commotion of workmen, strike or lockout, affecting any of the trades employed on the work, or

(v) delay on the part of other contractors or tradesmen engaged by Engineer-in-Charge in executing work not forming part of the Contract, or

(vi) any other cause like above which, in the reasoned opinion of the Engineer-in-Charge is beyond the Contractor's control.

then upon the happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the Engineer-in-Charge but shall nevertheless use constantly his best endeavours to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer-in-Charge to proceed with the works.

The contractor shall have no claim of damages for extension of time granted or rescheduling of milestone/s for events listed in sub clause 5.2.

5.3. In case the work is hindered in the opinion of the contractor, by the Department for any reason/event, for which the Department is responsible. The authority as indicated in Schedule 'F' shall, if justified, give a fair and reasonable extension of time and reschedule the mile stones for completion of work

Such extension of time or rescheduling of milestone/s shall be without prejudice to any other right or remedy of the parties in contract or in law; provided further that for concurrent delays under this sub clause and sub clause 5.2 to the extent the delay is covered under sub clause 5.2 the contractor shall be entitled to only extension of time and no damages.

5.4. Request for rescheduling of Mile stones or extension of time, to be eligible for consideration, shall be made by the Contractor in writing within fourteen days of the happening of the event causing delay on the prescribed forms i.e. Form of application

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by the contractor for seeking rescheduling of milestones or Form of application by the contractor for seeking extension of time (Appendix -XVI) respectively to the authority as indicated in Schedule 'F'. The Contractor shall indicate in such a request the period by which rescheduling of milestone/s or extension of time is desired.

With every request for rescheduling of milestones, or if at any time the actual progress of work falls behind the approved programme by more than 10% of the stipulated period of completion of contract, the contractor shall produce a revised programme which shall include all details of pending drawings and decisions required to complete the contract and also the target dates by which these details should be available without causing any delay in execution of the work. A recovery as specified in Schedule 'F' shall be made on per day basis in case of delay in submission of the revised programme.

5.4.1. In any such case the authority as indicated in Schedule 'F' may give a fair and reasonable extension of time for completion of work or reschedule the mile stones. Engineer -in-Charge shall finalize/ reschedule a particular mile stone before taking an action against subsequent mile stone Such extension or rescheduling of the milestones shall be communicated to the Contractor by the authority as indicated in Schedule 'F' in writing, within 21 days of the date of receipt of such request from the Contractor in prescribed form. In event of non application by the contractor for extension of time E-in-C after affording opportunity to the contractor, may give, supported with a programme (as specified under 5.4 above), a fair and reasonable extension within a reasonable period of occurrence of the event.

5.5. In case the work is delayed by any reasons, in the opinion of the Engineer-in-Charge, by the contractor for reasons beyond the events mentioned in clause 5.2 or clause 5.3 or clause 5.4 and beyond the justified extended date; without prejudice to right to take action under Clause 3, the Engineer-in-Charge may grant extension of time required for completion of work without rescheduling of milestones. The contractor shall be liable for levy of compensation for delay for such extension of time.

Time is the essence of the contract

Clause 5A

For Maintenance Works estimated cost upto Rs. 25 Lacs

The time allowed for execution of the work as specified in the Schedule 'F' shall be the essence of the Contract i.e. the contract period will not be extended. The execution of the work shall commence from such time period as mentioned in schedule 'F'. If the contractor commits default in commencing the execution of the work as aforesaid the performance guarantee shall be forfeited by the Engineer in Charge and shall be absolutely at the disposal of the Government without prejudice to any other right or remedy available in law.

Computerized Measurement Book

Clause 6

Engineer-in-Charge shall, except as otherwise provided, ascertain and determine by measurement the value of work done in accordance with the contract. All measurements of all items having financial value shall be entered by the contractor and compiled in the shape of the Computerized Measurement Book having pages of A-4 size as per the format of the department so that a complete record is obtained of all the items of works performed under the contract.

All such measurements and levels recorded by the contractor or his authorized representative from time to time, during the progress of the work, shall be got checked by the contractor from the Engineer-in-Charge or his authorized representative as per interval or program fixed in consultation with Engineer-in-Charge or his authorized representative. After the necessary corrections made by the Engineer-in-Charge, the measurement sheets shall be returned to the contractor for incorporating the corrections and for resubmission to the Engineer-in-Charge for the dated signatures by the Engineer-in-Charge and the contractor or their representatives in token of their acceptance.

Whenever bill is due for payment, the contractor would initially submit draft computerized measurement sheets and these measurements would be got checked/test checked from the Engineer-in-Charge and/or his authorized representative. The contractor will, thereafter, incorporate such changes as may be done during these checks/test checks in his draft computerized measurements, and submit to the department a computerized measurement book, duly bound, and with its pages machine numbered. The Engineer-in- Charge and/or his authorized representative would thereafter check this MB, and record the necessary certificates for their checks/test checks.

The final, fair, computerized measurement book given by the contractor, duly bound, with its pages machine numbered, should be 100% correct, and no cutting or over-writing in the measurements

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would thereafter be allowed. If at all any error is noticed, the contractor shall have to submit a fresh computerized MB with its pages duly machine numbered and bound, after getting the earlier MB cancelled by the department. Thereafter, the MB shall be taken in the Divisional Office records, and allotted a number as per the Register of Computerized MBs. This should be done before the corresponding bill is submitted to the Division Office for payment. The contractor shall submit two spare copies of such computerized MB's for the purpose of reference and record by the various officers of the department.

The contractor shall also submit to the department separately his computerized Abstract of Cost and the bill based on these measurements, duly bound, and its pages machine numbered along with two spare copies of the "bill. Thereafter, this bill will be processed by the Division Office and allotted a number as per the computerized record in the same way as done for the measurement book meant for measurements.

The contractor shall, without extra charge, provide all assistance with every appliance, labour and other things necessary for checking of measurements/levels by the Engineer-in-Charge or his representative.

Except where any general or detailed description of the work expressly shows to the contrary, measurements shall be taken in accordance with the procedure set forth in the specifications notwithstanding any provision in the relevant Standard Method of measurement or any general or local custom. In the case of items which are not covered by specifications, measurements shall be taken in accordance with the relevant standard method of measurement issued by the Bureau of Indian Standards and if for any item no such standard is available then a mutually agreed method shall be followed.

The contractor shall give not less than seven days' notice to the Engineer-in-Charge or his authorized representative in charge of the work before covering up or otherwise placing beyond the reach of checking and/or test checking the measurement of any work in order that the same may be checked and/or test checked and correct dimensions thereof be taken before the same is covered up or placed beyond the reach of checking and/or test checking measurement and shall not cover up and place beyond reach of measurement any work without consent in writing of the Engineer-in-Charge or his authorized representative in charge of the work who shall within the aforesaid period of seven days inspect the work, and if any work shall be covered up or placed beyond the reach of checking and/or test checking measurements without such notice having been given or the Engineer-in-Charge's consent being obtained in writing the same shall be uncovered at the Contractor's expense, or in default thereof no payment or allowance shall be made for such work or the materials with which the same was executed.

Engineer-in-Charge or his authorized representative may cause either themselves or through another officer of the department to check the measurements recorded by contractor and all provisions stipulated herein above shall be applicable to such checking of measurements or levels.

It is also a term of this contract that checking and/or test checking the measurements of any item of work in the measurement book and/or its payment in the interim, on account of final bill shall not be considered as conclusive evidence as to the sufficiency of any work or material to which it relates nor shall it relieve the contractor from liabilities from any over measurement or defects noticed till completion of the defects liability period.

Payment on intermediate certificate to be regarded as Advances

Clause 7

No payment shall be made for work, estimated to cost Rs. Five lac or less till after the whole of the work shall have been completed and certificate of completion given. For works estimated to cost over Rs. Five lac, the interim or running account bills shall be submitted by the contractor for the work executed on the basis of such recorded measurements on the format of the Department in triplicate on or before the date of every month fixed for the same by the Engineer-in-Charge. The contractor shall not be entitled to be paid any such interim payment if the gross work done together with net payment/ adjustment of advances for material collected, if any, since the last such payment is less than the amount specified in Schedule 'F', in which case the interim bill shall be prepared on the appointed date of the month after the requisite progress is achieved. Engineer-in-Charge shall arrange to have the bill verified by taking or causing to be taken, where necessary, the requisite measurements of the work. In the event of the failure of the contractor to submit the bills, no claims whatsoever due to delays on payment including that of interest shall be payable to the contractor. Payment on account of amount admissible shall be made by the Engineer-in-Charge certifying the sum to which the contractor is considered entitled by way of interim payment at such rates as decided by the Engineer-in-Charge. The amount admissible shall be paid by 10th working day after the day of presentation of the bill by the Contractor to the Engineer-in-Charge or his Asstt. Engineer together with the account of the material issued by the department, or dismantled materials, if any. In the case of works outside the headquarters of the Engineer- in-Charge, the

period of ten working days will be extended to fifteen working days.

All such interim payments shall be regarded as payment by way of advances against final payment only and shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be rejected, removed, taken away and reconstructed or re-erected. Any certificate given by the Engineer-in-Charge relating to the work done or materials delivered forming part of such payment, may be modified or corrected by any subsequent such certificate(s) or by the final certificate and shall not by itself be conclusive evidence that any work or materials to which it relates is/are in accordance with the contract and specifications. Any such interim payment, or any part thereof shall not in any respect conclude, determine or affect in any way powers of the Engineer-in-Charge under the contract or any of such payments be treated as final settlement and adjustment of accounts or in any way vary or affect the contract.

Pending consideration of extension of date of completion, interim payments shall continue to be made as herein provided without prejudice to the right of the department to take action under the terms of this contract for delay in the completion of work, if the extension of date of completion is not granted by the competent authority. The Engineer-in-Charge in his sole discretion on the basis of a certificate from the Asstt. Engineer to the effect that the work has been completed up to the level in question make interim advance payments without detailed measurements for work done (other than foundations, items to be covered under finishing items) up to lintel level (including sunshade etc.) and slab level, for each floor working out at 75% of the assessed value. The advance payments so allowed shall be adjusted in the subsequent interim bills to be submitted by the contractor within 10 days of the interim payment. In case of delay in submission of bill by the contractor a simple interest @ 10% (ten percent) per annum shall be paid to the Government from the date of expiry of prescribed time limit which will be compounded on yearly basis.

Payments in composite Contracts

In case of composite e-Tender, running payment for the major component shall be made by EE of major discipline to the main contractor. Running payment for minor component shall be made by the Engineer-in-Charge of the discipline of minor component directly to the main contractor.

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

Clause 7A

No Running Account Bill shall be paid for the work till the applicable labour licenses, registration with EPFO, ESIC and BOCW Welfare Board, whatever applicable are submitted by the contractor to the Engineer-in-Charge.

Completion Certificate

Clause 8

Within ten days of the completion of the work, the contractor shall give notice of such completion to the Engineer-in-Charge and within thirty days of the receipt of such notice, the Engineer-in-Charge shall inspect the work and if there is no defect in the work, shall furnish the contractor with a final certificate of completion, otherwise a provisional certificate of physical completion indicating defects (a) to be rectified by the contractor and/or (b) for which payment will be made at reduced rates, shall be issued. But no final certificate of completion shall be issued, nor shall the work be considered to be complete until the contractor shall have removed from the premises on which the work shall be executed all scaffolding, surplus materials, rubbish and all huts and sanitary arrangements required for his/their work people on the site in connection with the execution of the works as shall have been erected or constructed by the contractor(s) and cleaned off the dirt from all wood work, doors, windows, walls, floor or other parts of the building, in, upon, or about which the work is to be executed or of which he may have had possession for the purpose of the execution; thereof, and not until the work shall have been measured by the Engineer-in-Charge. If the contractor shall fail to comply with the requirements of this Clause as to removal of scaffolding, surplus materials and rubbish and all huts and sanitary arrangements as aforesaid and cleaning off dirt on or before the date fixed for the completion of work, the Engineer-in-Charge may at the expense of the contractor remove such scaffolding, surplus materials and rubbish etc., and dispose of the same as he thinks fit and clean off such dirt as aforesaid, and the contractor shall have no claim in respect of scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale thereof.

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Contractor to keep Site Clean

Clause 8A

When the annual repairs and maintenance of works are carried out, the splashes and droppings from white washing, colour washing, painting etc., on walls, floor, windows, etc shall be removed and the surface cleaned simultaneously with the completion of these items of work in the individual rooms, quarters or premises etc. where the work is done: without waiting for the actual completion of all the other items of work in the contract. In case the contractor fails to comply with the requirements of this clause, the Engineer-in-Charge shall have the right to get this work done at the cost of the contractor either departmentally or through any other agency. Before taking such action, the Engineer-in-Charge shall give ten days notice in writing to the contractor.

Payment of Final Bill

Clause 9

The final bill shall be submitted by the contractor in the same manner as specified in interim bills within three months of physical completion of the work or within one month of the date of the final certificate of completion furnished recorded by the Engineer-in-Charge whichever is earlier. No further claims shall be made by the contractor after submission of the final bill and these shall be deemed to have been waived and extinguished. Payments of those items of the bill in respect of which there is no dispute and of items in dispute, for quantities and rates as approved by Engineer-in-Charge, will, as far as possible be made within three months the period specified here in under, the period being reckoned from the date of receipt of the bill by the Engineer-in- Charge or his authorized Asstt. Engineer/Junior Engineer, complete with account of materials issued by the Department and dismantled materials if any.

(a) If the E-Tendered value of work is up to Rs. 45 lac : 2 months
(b) If the E-Tendered value of work is more than Rs.45 lac and up to Rs. 2.5 Crore : 3 months
(c) If the E-Tendered value of work exceeds Rs. 2.5 Crore : 6 months

If the final bill is submitted by the contractor within the period specified above and delay in payment of final bills is made by the deptt. After prescribed time limit a simple interest @5% per annum shall be paid to the contractor from the date of expiry of prescribed time limit which will be compounded on yearly basis, provided the final bill submitted by the contractor is found to be in order.

Payment of Contractor's Bills to Banks

Clause 9A

Payments due to the contractor may, if so desired by him, be made to his bank, registered financial, co-operative or thrift societies or recognized financial institutions instead of direct to him provided that the contractor furnishes to the Engineer-in-Charge (1) an authorization in the form of a legally valid document such as a power of attorney conferring authority on the bank; registered financial, co-operative or thrift societies or recognized financial institutions to receive payments and (2) his own acceptance of the correctness of the amount made out as being due to him by Government or his signature on the bill or other claim preferred against Government before settlement by the Engineer-in-Charge of the account or claim by payment to the bank, registered financial, co-operative or thrift societies or recognized financial institutions. While the receipt given by such banks; registered financial, co-operative or thrift societies or recognized financial institutions shall constitute a full and sufficient discharge for the payment, the contractor shall whenever possible present his bills duly receipted and discharged through his bank, registered financial, co operative or thrift societies or recognized financial institutions.

Nothing herein contained shall operate to create in favour of the bank; registered financial, co-operative or thrift societies or recognized financial institutions any rights or equities vis the President of India.

Materials to be provided by the Contractor

Clause 10A

The contractor shall, at his own expense, provide all materials, required for the works other than those which are stipulated to be supplied by the Government.

The contractor shall, at his own expense and without delay; supply to the Engineer-in-Charge samples of materials to be used on the work and shall get these approved in advance. All such materials to be provided by the Contractor shall be in conformity with the specifications laid down or referred to in the contract. The contractor shall, if requested by the Engineer-in- Charge furnish proof, to the satisfaction of the Engineer-in-Charge that the materials so comply. The Engineer-in-Charge shall within thirty days of supply of samples or within such further period as he may require intimate to the Contractor in writing whether samples are approved by him or not. If samples are not approved, the Contractor shall forthwith arrange to supply to the Engineer-in-

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Charge for his approval, fresh samples complying with the specifications laid down in the contract. When materials are required to be tested in accordance with specifications, approval of the Engineer-in-Charge shall be issued after the test results are received.

The Contractor shall at his risk and cost submit the samples of materials to be tested or analyzed and shall not make use of or incorporate in the work any materials represented by the samples until the required tests or analysis have been made and materials finally accepted by the Engineer-in-Charge. The Contractor shall not be eligible for any claim or compensation either arising out of any delay in the work or due to any corrective measures required to be taken on account of and as a result of testing of materials.

The contractor shall, at his risk and cost, make all arrangements and shall provide all facilities as the Engineer-in-Charge may require for collecting, and preparing the required number of samples for such tests at such time and to such place or places as may be directed by the Engineer-in-Charge and bear all charges and cost of testing unless specifically provided for otherwise elsewhere in the contract or specifications. The Engineer-in- Charge or his authorized representative shall at all times have access to the works and to all workshops and places where work is being prepared or from where materials, manufactured articles or machinery are being obtained for the works and the contractor shall afford every facility and every assistance in obtaining the right to such access. The Engineer-in-Charge shall have full powers to require the removal from the premises of all materials which in his opinion are not in accordance with the specifications and in case of default, the Engineer-in-Charge shall be at liberty to employ at the expense of the contractor, other persons to remove the same without being answerable or accountable for any loss or damage that may happen or arise to such materials. The Engineer-in-Charge shall also have full powers to require other proper materials to be substituted thereof and in case of default, the Engineer-in-Charge may cause the same to be supplied and all costs which may attend such removal and substitution shall be borne by the Contractor.

The contractor shall at his own expense, provide a material testing lab at the site for conducting routine field tests. The lab shall be equipped at least with the testing equipment as specified in schedule F.

Secured Advance on Materials

Clause 10B

(i) The contractor, on signing an indenture in the form to be specified by the Engineer-in-Charge, shall be entitled to be paid during the progress of the execution of the work up to 75% of the assessed value of any materials or an amount not exceeding 75% of the material element cost in the e-Tendered rate of the finished item of the work, whichever is lower, which are in the opinion of the Engineer-in- Charge non-perishable, non-fragile and non-combustible and are in accordance with the contract and which have been brought on the site in connection therewith and are adequately stored and/or protected against damage by weather or other causes but which have not at the time of advance been incorporated in the works. When materials on account of which an advance has been made under this sub-clause are incorporated in the work, the amount of such advance shall be recovered/deducted from the next payment made under any of the clause or clauses of this contract.

Such secured advance shall also be payable on other items of perishable nature, fragile and combustible with the approval of the Engineer-in-Charge provided the contractor provides a comprehensive insurance cover for the full cost of such materials. The decision of the Engineer- in-Charge shall be final and binding on the contractor in this matter. No secured advance, shall however, be paid on high-risk materials such as ordinary glass, sand, petrol, diesel etc.

Payment on Account of Increase in Prices/ Wages due to Statutory Order(s)

Clause 10C

If after submission of e-Tender, if the price of any marital in corporate in the work and/ or wages of labour increases as a direct result of the coming into force of any fresh ,law or statutory rule or order (but not due to any variation of rate in GST applicable on such material(s) being considered under this clause) beyond the prices/wages prevailing at the time of the last stipulated date of receipt of e-Tender including extensions, if any, for the work during contract period including the justified period extended under the provisions of clause 5 of the contract without any action under clause 2, then the amount of the contract shall accordingly be varied.

If after submission of the e-Tender, the price of any material incorporated in the works (excluding the materials covered under Clause 10CA and/or wages of labour as prevailing at the time of last stipulated date of receipt of e-Tender including extensions, if any, is decreased as a direct result of the coming into force of any fresh law or statutory rules or order (but not due to any variation of rate in GST applicable on such material (s) being considered under this clause), Government shall in respect of materials incorporated in the works and/or labour engaged on the execution of the work after the date of coming into force of such law statutory rule or order be entitled to deduct

from the dues of the contractor, such amount as shall be equivalent to the difference between the prices of the materials and/or wages as prevailed at the time of the last stipulated date for receipt of e-Tender including extensions if any for the work and the prices of materials and/or wages of labour on the coming into force of such law, statutory rule or order. This will be applicable for the contract period including the justified period extended under the provisions of clause 5 of the contract without any action under clause 2.

Engineer-in-Charge shall call books of account and other relevant documents from the contractor to satisfy himself about reasonability of increase in prices of materials and wages.

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

For this purpose, the labour component of 85% of the value of the work executed during period under consideration shall not exceed the percentage as specified in Schedule F, and the increase/decrease in labour shall be considered on the minimum daily wages in rupees of any unskilled Mazdoor, fixed under any law statutory role and order. The cost of work for which escalation is applicable (W) is same as cost of work done worked out as indicated in sub-para (ii) of clause 10 CC except the amount of full assessed value of secured Advance.

Payment due to Increase / Decrease in Prices/ Wages after Receipt of E-Tender for Works

Clause 10CC

If the prices of materials and/or wages of labour required for execution of the work increase, the contractor shall be compensated for such increase as per provisions detailed below and the amount of the contract shall accordingly be varied, subject to the condition that such compensation for escalation in prices and wages shall be available only for the work done during the stipulated period of the contract including the justified period extended under the provisions of clause 5 of the contract without any action under clause 2. No such compensation shall be payable for a work for which the stipulated period of completion is equal to or less than the time as specified in Schedule F. Such compensation for escalation in the prices of materials and labour, when due, shall be worked out based on the following provisions:-

(i) The base date for working out such escalation shall be the last stipulated date of receipt of e-Tender including extension, if any.

(ii) The cost of work on which escalation will be payable shall be reckoned as below :

(a) Gross value of work done up to this quarter : (A)

(b) Gross value of work done up to the last quarter : (B)

(c) Gross value of work done since previous quarter (A-B) (C)

(d) Full assessed value of Secured Advance fresh paid in this quarter : (D)

(e) Full assessed value of Secured Advance recovered in this quarter : (E)

(f) Full assessed value of Secured Advance for which escalation Payable in this quarter (D-E): (F)

(g) Advance payment made during this quarter: (G)

(h) Advance payment recovered during this quarter: (H)

(i) Advance payment for which escalation is payable in this Quarter(G-H): (I)

(j) Extra items/deviated quantities of items paid as per Clause 12 Based on prevailing market rates during this quarter: (J)

Then, M = C+F+I-J

N = 0.85 M

Cost of work for which escalation is applicable:

W = N

(iii) Components for materials (except cement, reinforcement bars, structural steel, POL) labour, etc. shall be pre-determined for every work and incorporated in the conditions of contract attached to the e-Tender papers included in Schedule 'F'. The decision of the Engineer-in-Charge in working out such percentage shall be binding on the contractors.

(iv) The compensation for escalation for other materials shall be worked as per the formula given

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below:-

Adjustment for civil component / electrical component of construction 'Materials'

$$Vm = W\ X \frac{Xm}{100}\ X\ \frac{MI - MI_0}{MI_0}$$

Vm = Variation in material cost i.e. increase or decrease in the amount in rupees to be paid or recovered.

W = Cost of Work done worked out as indicated in sub-para (ii) of Clause 10CC.

Xm = Component of 'materials' (except cement, structural steel, reinforcement bars POL) expressed as percent of the total value of work.

Ml = All India Wholesale Price Index for civil component/electrical component* of construction material as worked out on the basis of All India Wholesale Price Index for Individual Commodities/ Group Items for the period under consideration as published by Economic Advisor to Govt. of India, Ministry of Industry & Commerce and applying weightages to the Individual Commodities/Group Items. (In respect of the justified period extended under the provisions of clause 5 of the contract without any action under clause 2, the index prevailing at the time of updated stipulated date of completion considering the effect of extra work (extra time to be calculated on prorata basis only as cost of extra work x stipulated period/e-Tendered cost, shall be considered.) If updated stipulated date of completion as calculated on pro- rata basis does not cover full calendar month then indices will be considered or restricted to previous month.

Ml_0 = All India Wholesale Price Index for civil component/electrical component* of construction material as worked out on the basis of All India Wholesale Price Index for Individual Commodities/Group Items valid on the last stipulated date of receipt of e-Tender including extension, if any, as published by the Economic Advisor to Govt. of India, Ministry of Industry & Commerce and applying weightages to the Individual Commodities/ Group items.

*Note: relevant component only will be applicable.

(v) The following principles shall be followed while working out the indices mentioned in para (iv) above.

(a) The compensation for escalation shall be worked out at quarterly intervals and shall be with respect to the cost of work done as per bills paid during the three calendar months of the said quarter. The dates of preparation of bills as finally entered in the Measurement Book by the Assistant Engineer/ date of submission of bill finally by the contractor to the department in case of computerized measurement books shall be the guiding factor to decide the bills relevant to the quarterly interval. The first such payment shall be made at the end of three months after the month (excluding the month in which e-Tender was accepted) and thereafter at three months' interval. At the time of completion of the work, the last period for payment might become less than 3 months, depending on the actual date of completion.

(b) The index (MI/FI etc.) relevant to any quarter/period for which such compensation is paid shall be the arithmetical average of the indices relevant to the three calendar months. If the period up to date of completion after the quarter covered by the last such instalment of payment, is less than three months, the index Ml and Fl shall be the average of the indices for the months falling within that period.

(vi) The compensation for escalation for labour shall be worked out as per the formula given below:-

$$VL = W\ X \frac{Y}{100}\ X\ \frac{LI - LI_0}{LI_0}$$

VL : Variation in labour cost i.e. amount of increase or decrease in rupees to be paid or recovered.

W : Value of work done, worked out as indicated in sub-para (ii) above.

Y : Component of labour expressed as a percentage of the total value of the work.

LI : Minimum wage in rupees of an unskilled adult male mazdoor, fixed under any law, statutory rule or order as applicable on the last date of the quarter previous to the

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one under consideration. (In respect of the justified period extended under the provisions of clause 5 of the contract without any action under clause 2, the minimum wage prevailing on the last date of quarter previous to the quarter pertaining to updated stipulated date of Completion considering the effect of extra work (extra time to be calculated on prorata basis only as cost of extra work x stipulated period/e-Tendered cost, shall be considered.) If updated stipulated date of completion as calculated on pro- rata basis does not cover full calendar month then indices will be considered or restricted to previous month.

Ll0 : Minimum daily wage in rupees of an unskilled adult male mazdoor, fixed under any law, statutory rule or order as on the last stipulated date of receipt of e-Tender including extension, if any.

(vii) The following principles will be followed while working out the compensation as per sub para (vi) above.

(a) The minimum wage of an unskilled Mazdoor mentioned in sub-para (vi) above shall be the higher of the wage notified by Government of India, Ministry of Labour and that notified by the local administration both relevant to the place of work and the period of reckoning.

(b) The escalation for labour also shall be paid at the same quarterly intervals when escalation due to increase in cost of materials is paid under this clause. If such revision of minimum wages takes place during any such quarterly intervals, the escalation compensation shall be payable at revised rates only for work done in subsequent quarters;

(c) Irrespective of variations in minimum wages of any category of labour, for the purpose of this clause, the variation in the rate for an unskilled Mazdoor alone shall form the basis for working out the escalation compensation payable on the labour component.

(viii) In the event the price of materials and/or wages of labour required for execution of the work decrease/s, there shall be a downward adjustment of the cost of work so that such price of materials and/or wages of labour shall be deductible from the cost of work under this contract and in this regard the formula herein before stated under this Clause 10CC shall mutatis mutandis apply, provided that:

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

(b) the Engineer-in-Charge shall otherwise be entitled to lay down the procedure by which the provision of this sub-clause shall be implemented from time to time and the decision of the Engineer-in-Charge in this behalf shall be final and binding on the contractor.

(ix) Provided always that:-

(a) Where provisions of clause 10CC are applicable, provisions of clause 10C will not be applicable.

(b) Where provisions of clause 10CC are not applicable, provisions of clause 10C will become applicable.

Note: Updated stipulated date of completion (period of completion plus extra time for extra work) for compensation under clause 10C and 10 CC

The factor of 1.25 taken into account for calculating the extra time under clause 12.1 for extra time shall not be considered while calculating the updated stipulated date of completion for this purpose in clause 10C and clause 10CC.

Dismantled Material Govt. Property

Clause 10 D

The contractor shall treat all materials obtained during dismantling of a structure, excavation of the site for a work, etc. as Government's property and such materials shall be disposed off to the best advantage of Government according to the instructions in writing issued by the Engineer-in-Charge

Work to be Executed in Accordance with Specifications.

Clause 11

The contractor shall execute the whole and every part of the work in the most substantial and workmanlike manner both as regards materials and otherwise in every respect in strict accordance

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Drawings, Orders etc.

with the specifications. The contractor shall also conform exactly, fully and faithfully to the design, drawings and instructions in writing in respect of the work signed by the Engineer-in-Charge and the contractor shall be furnished free of charge one copy of the contract documents together with specifications, designs, drawings and instructions as are not included in the standard specifications of Central Public Works Department specified in Schedule 'F' or in any Bureau of Indian Standard or any other, published standard or code or, Schedule of Rates or any other printed publication referred to elsewhere in the contract.

The contractor shall comply with the provisions of the contract and with the care and diligence execute and maintain the works and provide all labour and materials, tools and plants including for measurements and supervision of all works, structural plans and other things of temporary or permanent nature required for such execution and maintenance in so far as the necessity for providing these, is specified or is reasonably inferred from the contract. The Contractor shall take full responsibility for adequacy, suitability and safety of all the works and methods of construction.

Deviations/ Variations Extent and Pricing

Clause 12

The Engineer-in-Charge shall have power (i) to make alteration in, omissions from, additions to, or substitutions for the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work, and (ii) to omit a part of the works in case of non-availability of a portion of the site or for any other reasons and the contractor shall be bound to carry out the works in accordance with any instructions given to him in writing signed by the Engineer-in-Charge and such alterations, omissions, additions or substitutions shall form part of the contract as if originally provided therein and any altered, additional or substituted work which the contractor may be directed to do in the manner specified above as part of the works, shall be carried out by the contractor on the same conditions in all respects including price on which he agreed to do the main work except as hereafter provided.

The completion cost of any agreement for Maintenance works including works of upgradation, aesthetic, special repair, addition/ alteration should not exceed 1.25 times of E-Tendered amount. Any further deviation beyond this limit upto 1.5 times of e-Tendered amount shall be approved by the authority mentioned in schedule 'F' with recorded reason and in exceptional case, ADG shall have full power to approve the deviation beyond 1.50 times of e-Tendered amount with recorded reason and take suitable corrective action.

12.1. The time for completion of the works shall, in the event of any deviations resulting in additional cost over the e-Tendered value sum being ordered, be extended, if requested by the contractor, as follows : (i) In the proportion which the additional cost of the altered, additional or substituted work, bears to the original e-Tendered value plus (ii) 25% of the time calculated in (i) above or such further additional time as may be considered reasonable by the Engineer-in-Charge.

Deviation, Extra Items and Pricing

12.2. In the case of Extra Item(s) being the schedule items (Delhi Schedule of Rates items), these shall be paid as per the schedule rate plus cost index (at the time of e-Tender) plus/minus percentage above/ below quoted contract amount. Payment of Extra items in case of non-schedule items (Non-DSR items) shall be made as per the prevailing market rate.

Deviation, deviated Quantities, Pricing

12.3. In the case of Substitute Item(s) being the schedule items (Delhi Schedule of Rates items), these shall be paid as per the schedule rate plus cost index (at the time of e-Tender) plus/minus percentage above/ below quoted contract amount. Payment of Substitute in case of non-schedule items (Non-DSR items) shall be made as per the prevailing market rate.

In the case of contract items, which exceed the limits laid down in schedule F, the contractor shall be paid rates at Agreement rate/Market rate whichever is lower.

In case of decrease in the rates prevailing in the market of items for the work in excess of the limits laid down in Schedule F, the Engineer-in-Charge shall after giving notice to the contractor within one month of occurrence of the excess and after taking into consideration any reply received from him within fifteen days of the receipt of the notice, revise the rates for the work in question within one month of the expiry of the said period of fifteen days having regard to the market rates.

12.4. For the purpose of operation of Schedule "F", the following works shall be treated as works relating to foundation unless & otherwise defined in the contract:

(i) For Buildings : All works up to 1.2 metres above ground level or up to floor I level whichever is lower.

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(ii) For abutments, piers and well staining : All works up to 1.2 m above the bed level.

(iii) For retaining walls, wing walls, compound walls, chimneys, over head reservoirs/ tanks and other elevated structures : All works up to 1.2 metres above the ground level.

(iv) For reservoirs/tanks (other than overhead reservoirs/tanks) : All works up to 1.2 metres above the ground level.

(v) For basement: All works up to 1.2 m above ground level or up to floor 1 level whichever is lower.

(vi) For Roads, all items of excavation and filling including treatment of sub base.

12.5. Any operation incidental to or necessarily has to be in contemplation of e-Tenderer while quoting filing e-Tender, or necessary for proper execution of the item included in the Schedule of quantities or in the schedule of rates mentioned above, whether or not, specifically indicated in the description of the item and the relevant specifications, shall be deemed to be included in the rates quoted by the e-Tenderer or the rate given in the said schedule of rates, as the case may be. Nothing extra shall be admissible for such operations.

Foreclosure of contract due to Abandonment or Reduction in Scope of Work

Clause 13

If at any time after acceptance of the e-Tender or during the progress of work, the purpose or object for which the work is being done changes due to any supervening cause and as a result of which the work has to be abandoned or reduced in scope the Engineer-in-Charge shall give notice in writing to that effect to the contractor stating the decision as well as the cause for such decision and the contractor shall act accordingly in the matter. The contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.

The contractor shall be paid at contract rates, full amount for works executed at site and, in addition, a reasonable amount as certified by the Engineer-in-Charge for the items hereunder mentioned which could not be utilized on the work to the full extent in view of the foreclosure;

(i) Any expenditure incurred on preliminary site work, e.g. temporary access roads, temporary labour huts, staff quarters and site office; storage accommodation and water storage tanks.

(ii) Government shall have the option to take over contractor's materials or any part thereof either brought to site or of which the contractor is legally bound to accept delivery from suppliers (for incorporation in or incidental to the work) provided, however Government shall be bound to take over the materials or such portions thereof as the contractor does not desire to retain. For materials taken over or to be taken over by Government, cost of such materials as detailed by Engineer-in- Charge shall be paid. The cost shall, however, take into account purchase price, cost of transportation and deterioration or damage which may have been caused to materials whilst in the custody of the contractor.

(iii) Reasonable compensation for transfer of T & P from site to contractor's permanent stores or to his other works, whichever is less. If T & P are not transported to either of the said places, no cost of transportation shall be payable.

(iv) Reasonable compensation for repatriation of contractor's site staff and imported labour to the extent necessary.

The contractor shall, if required by the Engineer- in-Charge, furnish to him, books of account, wage books, time sheets and other relevant documents and evidence as may be necessary to enable him to certify the reasonable amount payable under this condition.

The reasonable amount of items on (i), (iv) and (v) above shall not be in excess of 2% of the cost of the work remaining incomplete on the date of closure, i.e. total stipulated cost of the work as per accepted e-Tender less the cost of work actually executed under the contract and less the cost of contractor's materials at site taken over by the Government as per item (ii) above. Provided always that against any payments due to the contractor on this account or otherwise, the Engineer-in-Charge shall be entitled to recover or be credited with any outstanding balances due from the contractor for advance paid in respect of any tool, plants and materials and any other sums which at the date of termination were recoverable by the Government from the contractor under the terms of

the contract.

In the event of action being taken under Clause 13 to reduce the scope of work, the contractor may furnish fresh Performance Guarantee on the same conditions, in the same manner and at the same rate for the balance e-Tendered amount and initially valid up to the extended date of completion or stipulated date of completion if no extension has been granted plus minimum 60 days beyond that. Wherever such a fresh Performance Guarantee is furnished by the contractor the Engineer-in-Charge may return the previous Performance Guarantee.

Carrying out part work at risk & cost of contractor

Clause 14

If contractor:

(i) At any time makes default during currency of work or does not execute any part of the work with due diligence and continues to do so even after a notice in writing of 7 working days in this respect from the Engineer-in-Charge; or

(ii) Commits default in complying with any of the terms and conditions of the contract and does not remedy it or takes effective steps to remedy it within 7 working days even after a notice in writing is given in that behalf by the Engineer-in-Charge; or

Fails to complete the work(s) or items of work with individual dates of completion, on or before the date(s) so determined, and does not complete them within the period specified in the notice given in writing in that behalf by the Engineer-in-Charge.

(iii) The Engineer- in-Charge without invoking action under clause 3 may, without prejudice to any other right or remedy against the contractor which have either accrued or accrue thereafter to Government, by a notice in writing to take the part work / part incomplete work of any item(s) out of his hands and shall have powers to :

(a) Take possession of the site and any materials, constructional plant, implements, stores, etc., thereon; and/or

(b) Carry out the part work / part incomplete work of any item(s) by any means at the risk and cost of the contractor.

The Engineer-in-Charge shall determine the amount, if any, is recoverable from the contractor for completion of the part work/ part incomplete work of any item(s) taken out of his hands and execute at the risk and cost of the contractor, the liability of contractor on account of loss or damage suffered by Government because of action under this clause shall not exceed 10% of the e-Tendered value of the work.

In determining the amount, credit shall be given to the contractor with the value of work done in all respect in the same manner and at the same rate as if it had been carried out by the original contractor under the terms of his contract, the value of contractor's materials taken over and incorporated in the work and use of plant and machinery belonging to the contractor.

The certificate of the Engineer-in-Charge as to the value of work done shall be final and conclusive against the contractor provided always that action under this clause shall only be taken after giving notice in writing to the contractor. Provided also that if the expenses incurred by the department are less than the amount payable to the contractor at his agreement rates, the difference shall not be payable to the contractor.

Any excess expenditure incurred or to be incurred by Government in completing the part work/ part incomplete work of any item(s) or the excess loss of damages suffered or may be suffered by Government as aforesaid after allowing such credit shall without prejudice to any other right or remedy available to Government in law or per as agreement be recovered from any money due to the contractor on any account, and if such money is insufficient, the contractor shall be called upon in writing and shall be liable to pay the same within 30 days.

If the contractor fails to pay the required sum within the aforesaid period of 30 days, the Engineer-in-Charge shall have the right to sell any or all of the contractors' unused materials, constructional plant, implements, temporary building at site etc. and adjust the proceeds of sale thereof towards the dues recoverable from the contractor under the contract and if thereafter there remains any balance outstanding, it shall be recovered in accordance with the provisions of the contract.

In the event of above course being adopted by the Engineer-in-Charge, the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any engagements or made any advance on any account or with a view to the execution of the work or the performance of the contract.

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Suspension of Work **Clause 15**

(i) The contractor shall, on receipt of the order in writing of the Engineer-in-Charge, (whose decision shall be final and binding on the contractor) suspend the progress of the works or any part thereof for such time and in such manner as the Engineer-in-Charge may consider necessary so as not to cause any damage or injury to the work already done or endanger the safety thereof for any of the following reasons:

(a) on account of any default on the part of the contractor or;

(b) for proper execution of the works or part thereof for reasons other than the default of the contractor; or

(c) for safety of the works or part thereof.

The contractor shall, during such suspension, properly protect and secure the works to the extent necessary and carry out the instructions given in that behalf by the Engineer in-Charge.

(ii) If the suspension is ordered for reasons (b) and (c) in sub-para (i) above:

(a) the contractor shall be entitled to an extension of time equal to the period of every such suspension PLUS 25%, for completion of the item or group of items of work for which a separate period of completion is specified in the contract and of which the suspended work forms a part, and;

(b) If the total period of all such suspensions in respect of an item or group of items or work for which a separate period of completion is specified in the contract exceeds thirty days, the contractor shall, in addition, be entitled to such compensation as the Engineer-in- Charge may consider reasonable in respect of salaries and/or wages paid by the contractor to his employees and labour at site, remaining idle during the period of suspension, adding thereto 2% to cover indirect expenses of the contractor provided the contractor submits his claim supported by details to the Engineer-in-Charge within fifteen days of the expiry of the period of 30 days.

(iii) If the works or part thereof is suspended on the orders of the Engineer-in-Charge for more than three months at a time, except when suspension is ordered for reason (a) in subpara (i) above, the contractor may after receipt of such order serve a written notice on the Engineer-in-Charge requiring permission within fifteen days from receipt by the Engineer in- Charge of the said notice, to proceed with the work or part thereof in regard to which progress has been suspended and if such permission is not granted within that time, the contractor, if he intends to treat the suspension, where it affects only a part of the works as an omission of such part by Government or where it affects whole of the works, as an abandonment of the works by Government, shall within ten days of expiry of such period of 15 days give notice in writing of his intention to the Engineer-in-Charge. In the event of the contractor treating the suspension as an abandonment of the contract by Government, he shall have no claim to payment of any compensation on account of any profit or advantage which he might have derived from the execution of the work in full but which he could not derive in consequence of the abandonment. He shall, however, be entitled to such compensation, as the Engineer-in-Charge may consider reasonable, in respect of salaries and/or wages paid by him to his employees and labour at site, remaining idle in consequence adding to the total thereof 2% to cover indirect expenses of the contractor provided the contractor submits his claim supported by details to the Engineer-in-Charge within 30 days of the expiry of the period of 3 months.

Action in case Work not done as per Specifications **Clause 16**

All works under or in course of execution or executed in pursuance of the contract, shall at all times be open and accessible to the inspection and supervision of the Engineer-in-charge, his authorized subordinates in charge of the work and all the superior officers, officer of the Quality Assurance Unit of the Department or any organization engaged by the Department for Quality Assurance and of the Chief Technical Examiner's Office, and the contractor shall, at all times, during the usual working hours and at all other times at which reasonable notice of the visit of such officers has been given to the contractor, either himself be present to receive orders and instructions or have a responsible agent duly accredited in writing, present for that purpose. Orders given to the Contractor's agent shall be considered to have the same force as if they had been given to the contractor himself.

If it shall appear to the Engineer-in-charge or his authorized subordinates in charge of the work or to the Chief Engineer in charge of Quality Assurance or his subordinate officers or the officers of the organization engaged by the Department for Quality Assurance or to the Chief Technical

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Examiner or his subordinate officers, that any work has been executed with unsound, imperfect, or unskilful workmanship, or with materials or articles provided by him for the execution of the work which are unsound or of a quality inferior to that contracted or otherwise not in accordance with the contract, the contractor shall, on demand in writing which shall be made within twelve months (six months in the case of work costing Rs. 10 Lac and below except road work) of the completion of the work from the Engineer-in-Charge specifying the work, materials or articles complained of notwithstanding that the same may have been passed, certified and paid for forthwith rectify, or remove and reconstruct the work so specified in whole or in part, as the case may require or as the case may be, remove the materials or articles so specified and provide other proper and suitable materials or articles at his own charge and cost. In the event of the failing to do so within a period specified by the Engineer-in- Charge in his demand aforesaid, then the contractor shall be liable to pay compensation at the same rate as under clause 2 of the contract (for non-completion of the work in time) for this default.

In such case the Engineer-in-Charge may not accept the item of work at the rates applicable under the contract but may accept such items at reduced rates as the authority specified in schedule 'F' may consider reasonable during the preparation of on account bills or final bill if the item is so acceptable without detriment to the safety and utility of the item and the structure or he may reject the work outright without any payment and/or get it and other connected and incidental items rectified, or removed and re-executed at the risk and cost of the contractor. Decision of the Engineer-in-Charge to be conveyed in writing in respect of the same will be final and binding on the contractor.

Contractor Liable for Damages, defects during defect liability Period

Clause 17

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

In case of Maintenance and Operation works of E&M services, the security deposit deducted from contractors shall be refunded within one month from the date of final payment or within one month from the date of completion of the maintenance contract whichever is earlier.

Contractor to Supply Tools & Plants etc.

Clause 18

The contractor shall provide at his own cost all materials, machinery, tools & plants as specified in schedule F. In addition to this, appliances, implements, other plants, ladders, cordage, tackle, scaffolding and temporary works required for the proper execution of the work, whether original, altered or substituted and whether included in the specifications or other documents forming part of the contract or referred to in these conditions or not, or which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-Charge as to any matter as to which under these conditions he is entitled to be satisfied, or which he is entitled to require together with carriage therefore to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials, necessary for the purpose of setting out works, and counting, weighing and assisting the measurement for examination at any time and from time to time of the work or materials. Failing his so doing, the same may be provided by the Engineer-in-Charge at the expense of the contractor and the expenses may be deducted, from any money due to the contractor, under this contract or otherwise and/or from his security deposit or the proceeds of sale thereof, or of a sufficient portions thereof.

Recovery of

Clause 18A

Compensation paid to Workmen

In every case in which by virtue of the provisions sub- section (1) of section 12 of the Workmen's Compensation Act. 1923, Government is obliged to pay compensation to a workman employed by the contractor. in execution of the works , Government will recover from the contractor , the amount of the compensation so paid: and, , without prejudice to the rights of the Government under sub- section(2) of section 12 , of the said Act, Government shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by Government to the contractor whether under this contract or otherwise. Government shall not be bound to contest any claim made against it under sub- section (1) of section 12, of the said Act, except on the written request of the contractor and upon his giving to Government full security for all costs for which Government might become liable in consequence of contesting such claim.

Labour Laws to be complied by the Contractor

Clause 19

The contractor shall obtain a valid licence under the Contract Labour (R&A) Act, 1970, and the Contract Labour (Regulation and Abolition) Central Rules, 1971, before the commencement of the work, and continue to have a valid license until the completion of the work. The contractor shall also comply with provisions of the Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979. The contractor shall also abide by the provisions of the Child Labour (Prohibition and Regulation) Act, 1986. The contractor shall also comply with the provisions of the building and other Construction Workers (Regulation of Employment & Conditions of Service) Act, 1996 and the building and other Construction Workers Welfare Cess Act, 1996. Any failure to fulfil these requirements shall attract the penal provisions of this contract arising out of the resultant non-execution of the work.

Clause 19A

No labour below the age of fourteen years shall be employed on the work.

Payment of Wages

Clause 19B

(i) The contractor shall pay to labour employed by him either directly or through subcontractors, wages not less than fair wages as defined in the C.P.W.D. Contractor's Labour Regulations or as per the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and the contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable.

(ii) The contractor shall, notwithstanding the provisions of any contract to the contrary, cause to be paid fair wage to labour indirectly engaged on the work, including any labour engaged by his sub-contractors in connection with the said work, as if the labour had been immediately employed by him.

(iii) In respect of all labour directly or indirectly employed in the works for performance of the contractor's part of this contract, the contractor shall comply with or cause to be complied with the Central Public Works Department contractor's Labour Regulations made by Government from time to time in regard to payment of wages, wage period, deductions from wages recovery of wages not paid and deductions unauthorizedly made, maintenance of wage books or wage slips publication of scale of wage and other terms of employment, inspection and submission of periodical returns and all other matters of the like nature or as per the provisions of the Contract Labour(Regulation and Abolition) Act, 1970, and the Contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable

(iv) (a) The Engineer-in-Charge concerned shall have the right to deduct from the moneys due to the contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment of the conditions of the contract for the benefit of the workers, non-payment of wages or of deductions made from his or their wages which are not justified by their terms of the contract or non-observance of the Regulations.

(b) Under the provision of Minimum Wages (Central) Rules, 1950, the contractor is bound to allow to the labours directly or indirectly employed in the works one day rest for 6 days continuous work and pay wages at the same rate as for duty. In the event of default, the Engineer-in-Charge shall have the right to deduct the sum or sums not paid on account of wages for weekly holidays to any labours and pay the same to the persons entitled thereto from any money due to the contractor by the Engineer-in-Charge concerned.

In the case of Union Territory of Delhi, however, as the all inclusive minimum daily wages fixed under Notification of the Delhi Administration No.F.12(162)MWO/DAB/ 43884-91, dated 31-12-1979 as amended from time to

time are inclusive of wages for the weekly day of rest, the question of extra payment for weekly holiday would not arise.

(v) The contractor shall comply with the provisions of the Payment of Wages Act, 1936, Minimum Wages Act, 1948, Employees Liability Act, 1938, Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947, Maternity Benefits Act, 1961, and the Contractor's Labour (Regulation and Abolition) Act 1970, or the modifications thereof or any other laws relating thereto and the rules made there under from time to time.

(vi) The contractor shall indemnify and keep indemnified Government against payments to be made under and for the observance of the laws aforesaid and the C.P.W.D. Contractor's Labour Regulations without prejudice to his right to claim indemnity from his sub-contractors.

(vii) The laws aforesaid shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of this contract.

(viii) Whatever is the minimum wage for the time being, or if the wage payable is higher than such wage, such wage shall be paid by the contractor to the workmen directly without the intervention of Jamadar and that Jamadar shall not be entitled to deduct or recover any amount from the minimum wage payable to the workmen as and by way of commission or otherwise.

(ix) The contractor shall ensure that no amount by way of commission or otherwise is deducted or recovered by the Jamadar from the wage of workmen.

Clause 19C

In respect of all labour directly or indirectly employed in the work for the performance of the contractor's part of this contract, the contractor shall at his own expense arrange for the safety provisions as per C.P.W.D. Safety Code framed from time to time and shall at his own expense provide for all facilities in connection therewith. In case the contractor fails to make arrangement and provide necessary facilities as aforesaid, he shall be liable to pay a penalty as decided by the authority mentioned in Schedule F for each default and in addition, the Engineer-in- Charge shall be at liberty to make arrangement and provide facilities as aforesaid and recover the costs incurred in that behalf from the contractor.

Clause 19D

The contractor shall submit by the 4th and 19th of every month, to the Engineer-in-Charge, a true statement showing in respect of the second half of the preceding month and the first half of the current month respectively:-

(1) the number of labourers employed by him on the work,

(2) their working hours,

(3) the wages paid to them,

(4) the accidents that occurred during the said for night showing the circumstances under which they happened and the extent of damage and injury caused by them, and

(5) the number of female workers who have been allowed maternity benefit according to Clause 19F and the amount paid to them.

Failing which the contractor shall be liable to pay to Government, a sum as decided by the authority mentioned in Schedule F for each default or materially incorrect statement. The decision of the Divisional Officer shall be final in deducting from any bill due to the contractor, the amount levied as fine and be binding on the contractor.

Clause 19E

In respect of all labour directly or indirectly employed in the works for the performance of the contractor's part of this contract, the contractor shall comply with or cause to be complied with all the rules framed by Government from time to time for the protection of health and sanitary arrangements for workers employed by the Central Public Works Department and its contractors.

Clause 19F

Leave and pay during leave shall be regulated as follows:-

(1) Leave :

(i) in the case of delivery - maternity leave not exceeding 8 weeks, 4 weeks up to and including the day of delivery and 4 weeks following that day,

(ii) in the case of miscarriage - upto 3 weeks from the date of miscarriage.

(2) Pay :

(i) in the case of delivery - leave pay during maternity leave will be at the rate of the women's average daily earnings, calculated on total wages earned on the days when full time work was done during a period of three months immediately preceding the date on which she gives notice that she expects to be confined or at the rate of Rupee one only a day whichever is greater.

(ii) in the case of miscarriage - leave pay at the rate of average daily earning calculated on the total wages earned on the days when full time work was done during a period of three months immediately preceding the date of such miscarriage.

(3) Conditions for the grant of Maternity Leave:

No maternity leave benefit shall be admissible to a woman unless she has been employed for a total period of not less than six months immediately preceding the date on which she proceeds on leave.

(4) The contractor shall maintain a register of Maternity (Benefit) in the Prescribed Form as shown in appendix -I and II, and the same shall be kept at the place of work.

Clause 19G

In the event of the contractor(s) committing a default or breach of any of the provisions of the Central Public Works Department, Contractor's Labour Regulations and Model Rules for the protection of health and sanitary arrangements for the workers as amended from time to time or furnishing any information or submitting or filing any statement under the provisions of the above Regulations and' Rules which is materially incorrect, he/they shall, without prejudice to any other liability, pay to the Government a sum as decided by the authority mentioned in Schedule F for every default, breach or furnishing, making, submitting, filing such materially incorrect statements and in the event of the contractor(s) defaulting continuously in this respect, the penalty may be enhanced to Rs.200/- per day for each day of default subject to a maximum of 5 percent of the estimated cost of the work put to e-Tender. The decision of the Engineer-in-Charge shall be final and binding on the parties.

Should it appear to the Engineer-in-Charge that the contractor(s) is/are not properly observing and complying with the provisions of the C.P.W.D. Contractor's Labour Regulations and Model Rules and the provisions of the Contract Labour (Regulation and Abolition) Act 1970, and the Contract Labour (R& A) Central Rules 1971, for the protection of health and sanitary arrangements for work-people employed by the contractor(s) (hereinafter referred as "the said Rules") the Engineer-in-Charge shall have power to give notice in writing to the contractor(s) requiring that the said Rules be complied with and the amenities prescribed therein be provided to the work-people within a reasonable time to be specified in the notice. If the contractor(s) shall fail within the period specified in the notice to comply with and/observe the said Rules and to provide the amenities to the work-people as aforesaid, the Engineer-in-Charge shall have the power to provide the amenities hereinbefore mentioned at the cost of the contractor(s). The contractor(s) shall erect, make and maintain at his/ their own expense and as per approved standards all necessary huts and sanitary arrangements required for his/their work-people on the site in connection with the execution of the works, and if the same shall not have been erected or constructed, according to approved standards, the Engineer-in-Charge shall have power to give notice in writing to the contractor(s) requiring that the said huts and sanitary arrangements be remodelled and/or reconstructed according to approved standards, and if the contractor(s) shall fail to remodel or reconstruct such huts and sanitary arrangements according to approved standards within the period specified in the notice, the Engineer-in-Charge shall have the power to remodel or reconstruct such huts and sanitary arrangements according to approved standards at the cost of the contractor(s).

Clause 19H

The contractor(s) shall at his/their own cost arrange appropriate accommodation for his/ their labour employed which should have proper doors windows, ventilation, water supply, drainage, & sanitary installation etc.

Clause 19I

The Engineer-in-Charge may require the contractor to dismiss or remove from the site of the work any person or persons in the contractors' employ upon the work who may be incompetent or misconduct himself and the contractor shall forthwith comply with such requirements. In respect of maintenance/repair or renovation works etc. where the labour have an easy access to the individual houses, the contractor shall issue identity cards to the labourers, whether temporary or permanent and he shall be responsible for any untoward action on the part of such labour.

Clause 19J

It shall be the responsibility of the contractor to see that the building under construction is not occupied by anybody unauthorized during construction, and is handed over to the Engineer-in-Charge with vacant possession of complete building. If such building though completed is occupied illegally, then the Engineer-in-Charge shall have the option to refuse to accept the said building/buildings in that position. Any delay in acceptance on this account will be treated as the delay in completion and for such delay, a levy upto 5% of e-Tendered value of work may be imposed by the Superintending Engineer/ Chief Engineer whose decision shall be final both with regard to the justification and quantum and be binding on the contractor.

However, the Superintending Engineer/ Chief Engineer, through a notice, may require the contractor to remove the illegal occupation any time on or before construction and delivery.

Employment of skilled/semi skilled workers

Clause 19K

The contractor shall, at all stages of work, deploy skilled/semi skilled tradesmen who are qualified and possess certificate in particular trade from CPWD Training Institute/Industrial Training Institute/ National Institute of construction Management and Research (NICMAR)/ National Academy of Construction, CIDC or any similar reputed and recognized Institute managed/ certified by State/Central Government. The number of such qualified tradesmen shall not be less than 20% of total skilled/semi skilled workers required in each trade at any stage of work. The contractor shall submit number of man days required in respect of each trade, its scheduling and the list of qualified tradesmen along with requisite certificate from recognized Institute to Engineer in charge for approval. Notwithstanding such approval, if the tradesmen are found to have inadequate skill to execute the work of respective trade, the contractor shall substitute such tradesmen within two days of written notice from Engineer-in- Charge. Failure on the part of contractor to obtain approval of Engineer-in-Charge or failure to deploy qualified tradesmen will attract a compensation to be paid by contractor at the rate specified in schedule 'F' per such tradesman per day. Decision of Engineer in Charge as to whether particular tradesman possesses requisite skill and amount of compensation in case of default shall be final and binding.

Provided always, that the provisions of this clause, shall not be applicable for works with estimated cost put to e-Tender being less than Rs. 5 crores.

For work costing more than Rs. 10 Crores, and upto Rs. 50 Crores, the contractor shall arrange on site training as per National Skill Development Corporation (NSDC) norms for at least 20% of the unskilled workers engaged in the project in co-ordination with the CPWD Regional Training Institute & National Skill Development Corporation (NSDC) for certification at the level of skilled/semi skilled tradesmen.

For work costing more than Rs. 50 Crores, the contractor shall arrange on site training as per National Skill Development Corporation (NSDC) norms for at least 30% of the unskilled worker engaged in the project in coordination with the CPWD Regional Training Institute & National Skill Development Corporation (NSDC) for certification at the level of skilled/semi skilled tradesmen. The cost of such training as stated above shall be born by the Government. The necessary space and workers shall be provided by the contractor and no claim what so ever shall be entertained.

Contribution of EPF and ESI

Clause 19L

The ESI and EPF contributions on the part of employer in respect of this contract shall be paid by the contractor. These contributions on the part of the employer paid by the contractor shall be reimbursed by the Engineer-in-charge to the contractor on actual basis. The verification of deployment labour will be done through biometric attendance system or any other suitable method by the Engineer in Charge. The applicable and eligible amount of EPF & ESI shall be reimbursed preferably within 7 days but not later than 30 days of submission of documentary proof of payment provided same are in order.

Minimum Wages Act to be Complied With

Clause 20

The contractor shall comply with all the provisions of the Minimum Wages Act, 1948, and Contract Labour (Regulation and Abolition) Act, 1970, amended from time to time and rules framed there under and other labour laws affecting contract labour that may be brought into force from time to time.

Work not to be sublet. Action in case of in solvency

Clause 21

The contract shall not be assigned or sublet without the written approval of the Engineer-in-Charge. And if the contractor shall assign or sublet his contract, or attempt to do so, or become insolvent or commence any insolvency proceedings or make any composition with his creditors or attempt to do

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so, or if any bribe, gratuity, gift, loan, perquisite, reward or advantage pecuniary or otherwise, shall either directly or indirectly, be given, promised or offered by the contractor, or any of his servants or agent to any public officer or person in the employ of Government in any way relating to his office or employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Engineer-in-Charge on behalf of the President of India shall have power to adopt the course specified in Clause 3 hereof in the interest of Government and in the event of such course being adopted, the consequences specified in the said Clause 3 shall ensue.

Clause 22

All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the use of Government without reference to the actual loss or damage sustained and whether or not any damage shall have been sustained.

Changes in firm's Constitution to be Intimated

Clause 23

Where the contractor is a partnership firm, the previous approval in writing of the Engineer-in-Charge shall be obtained before any change is made in the constitution of the firm. Where the contractor is an individual or a Hindu undivided family business concern, such approval as aforesaid shall likewise be obtained before the contractor enters into any partnership agreement where under the partnership firm would have the right to carry out the works hereby undertaken by the contractor. If previous approval as aforesaid is not obtained, the contract shall be deemed to have been assigned in contravention of Clause 21 hereof and the same action may be taken, and the same consequences shall ensue as provided in the said Clause 21.

Life Cycle cost

Clause 24

The contractor shall be responsible for safety, quality and soundness of the buildings including structural elements beyond maintenance period. The contractor shall have obligation to rectify such defects minimum up to 5 (five) years from the date of completion of work. The defects have to be rectified within a reasonable time not exceeding forty five days after issue of notice by Engineer-in- Charge. If contractor does not take corrective action within 45 days, then action for debarring of the agency shall be taken by the appropriate authority.

Settlement of Disputes & Arbitration

Clause 25

Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications, design, drawings and instructions here-in before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter:

(i) If the contractor considers any work demanded of him to be outside the requirements of the contract, or disputes any drawings, record or decision given in writing by the Engineer-in-Charge or if the Engineer in Charge considers any act or decision of the contractor on any matter in connection with or arising out of the contract or carrying out of the work, to be unacceptable and is disputed, such party shall promptly within 15 days of the arising of the disputes request the Chief Engineer/ CPM, or where there is no Chief Engineer/CPM, the Additional Director General/Special Director General (CE/ADG/SDG) who shall refer the disputes to Dispute Reressal Committee (DRC) within 15 days along with a list of disputes with amounts claimed if any in respect of each such dispute. The Dispute Redressal Committee (DRC) give its decision within a period of 60 days extendable by 30 days by consent of both the parties from the receipt of reference from CE/CPM/ADG/SDG. The constitution of Dispute Redressal Committee (DRC) shall be as indicated in Schedule 'F'. Provided that no party shall be represented before the Dispute Redressal Committee by an advocate/legal counsel etc.

The DRC will submit its decision to the concerned ADG/SDG for acceptance. ADG/ SDG in a time limit of 30 days from receipt of DRC decision will convey acceptance or otherwise on the said decision if the Dispute Redressal Committee (DRC) fails to give its decision within the aforesaid period or the ADG/SDG fails to give his acceptance in the aforesaid time limit or any party is dissatisfied with the decision of Dispute Redressal Committee (DRC) ADG/ SDG theneither party may within a period of 30 days from the receipt of the decision of Dispute Redressal Committee (DRC), ADG/ SDG or on expiry of aforesaid the time limits available to DRC/ ADG/SDG may give notice to the Chief Engineer/CPM, CPWD, in charge of the work or if there be no Chief

Engineer/ CPM, the Additional Director General /Special Director General of the concerned region of CPWD or if there be no Additional Director General/ Special Director General, the Director General, CPWD for appointment of arbitrator on prescribed proforma as per Appendix XVII under intimation to the other party.

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

The CE/CPM/ADG/ SDG shall in such case appoint the sole arbitrator or one of the three arbitrators as the case may be within 30 days of receipt of such a request and refer such disputes to arbitration. Wherever the Arbitral Tribunal consists of three Arbitrators, the contractor shall appoint one arbitrator within 30 days of making request for arbitration or of receipt of request by Engineer-in-charge to CE/ADG/ SDG /DG for appointment of arbitrator, as the case may be, and two appointed arbitrators shall appoint the third arbitrator who shall act as the Presiding Arbitrator.

In the event of

(a) A party fails to appoint the second Arbitrator, or

(b) The two appointed Arbitrators fail to appoint the Presiding Arbitrator, then the Director General, CPWD shall appoint the second or Presiding Arbitrator as the case may be.

(ii) Disputes or difference shall be referred for adjudication through arbitration by a Tribunal having sole arbitrator where claimed amount is Rs. 20 Crore or less. Where claimed Value is more than Rs. 20 Crore, Tribunal shall consist of three Arbitrators as above. The requirements of the Arbitration and Conciliation Act, 1996 (26 of 1996) and any further statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall be applicable.

It is a term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed, if any, in respect of each such dispute along with the notice for appointment of arbitrator and giving reference to the decision of the ADG/ SDG on the finding / recommendation of DRC.

It is also a term of this contract that member(s) of the Arbitration Tribunal shall be a Graduate Engineer with experience in handling public works engineering contracts, and further he shall have earlier worked at a level not lower than Chief Engineer/ equivalent (i.e. Joint Secretary level of Government of India). This shall be treated as a mandatory qualification to be appointed as arbitrator.

Parties, before or at the time of appointment of Arbitral Tribunal may agree in writing for fast track arbitration as per the Arbitration and Conciliation Act, 1996 (26 of 1996) as amended in 2015.

Subject to provision in the Arbitration and Conciliation Act, 1996 (26 of 1996) as amended in 2015 whereby the counter claims if any can be directly filed before the arbitrator without any requirement of reference by the appointing authority. The arbitrator shall adjudicate on only such disputes as are referred to him by the appointing authority and give separate award against each dispute and claim referred to him and in all cases where the total amount of the claims by any party exceeds Rs. 1,00,000/-, the arbitrator shall give reasons for the award.

It is also a term of the contract that fees payable to arbitral tribunal shall be as approved by DG, CPWD, OM issued vide no.2/2006/SE(TLC)/CSQ /137 dated 19-11-2019 (or its latest amendment as approved by DG, CPWD). This fee shall be shared equally by parties.

The place of arbitration shall be as mentioned in Schedule F. In case there is no mention of place of arbitration, the arbitral tribunal shall determine the place of arbitration.
The venue of the arbitration shall be such place as may be fixed by the Arbitral Tribunal in consultation with both the parties. Failing any such agreement, then the Arbitral Tribunal shall decide the venue.

Jurisdiction of courts: the High Courts of Tripura shall have exclusive jurisdiction in all matters arising under this contract.

Contractor to indemnify Govt. against Patent Rights

Clause 26

The contractor shall fully indemnify and keep indemnified the President of India against any action, claim or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay any royalties which may be payable in respect of any article or part thereof included in the contract. In the event of any claims made under or action brought against Government in respect of any such matters as aforesaid, the contractor shall be immediately notified thereof and the contractor shall be at liberty, at his own expense, to settle any dispute or to conduct any litigation that may arise there from, provided that the contractor shall not be liable to indemnify the President of India if the infringement of the patent or design or any alleged patent or

design right is the direct result of an order passed by the Engineer-in-Charge in this behalf.

Lumpsum Provisions in E-Tender

Clause 27

When the estimate on which a e-Tender is made includes lump sum in respect of parts of the work, the contractor shall be entitled to payment in respect of the items of work involved or the part of the work in question at the same rates as are payable under this contract for such items, or if the part of the work in question is not, in the opinion of the Engineer-in-Charge payable of measurement, the Engineer-in-Charge may at his discretion pay the lump-sum amount entered in the estimate, and the certificate in writing of the Engineer-in-Charge shall be final and conclusive against the contractor with regard to any sum or sums payable to him under the provisions of the clause.

Action where no Specifications are Specified

Clause 28

In the case of any class of work for which there is no such specifications as referred to in Clause 11, such work shall be carried out in accordance with the Bureau of Indian Standards Specifications. In case there are no such specifications in Bureau of Indian Standards, the work shall be carried out as per manufacturers' specifications, if not available then as per state District Specifications. In case there are no such specifications as required above, the work shall be carried out in all respects in accordance with the instructions and requirements of the Engineer-in-Charge.

Withholding and lien in respect of sum due from Contractor

Clause 29

(i) Whenever any claim or claims for payment of a sum of money arises out of or under the contract or against the contractor, the Engineer-in-Charge or the Government shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from the security, if any deposited by the contractor and for the purpose aforesaid, the Engineer-in-Charge or the Government shall be entitled to withhold the security deposit, if any, furnished as the case may be and also have a lien over the same pending finalization or adjudication of any such claim. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the contractor, the Engineer-in-Charge or the Government shall be entitled to withhold and have a lien to retain to the extent of such claimed amount or amounts referred to above, from any sum or sums found payable or which may at any time thereafter become payable to the contractor under the same contract or any other contract with the Engineer-in-Charge of the Government or any contracting person through the Engineer-in-Charge pending finalization of adjudication of any such claim.

It is an agreed term of the contract that the sum of money or moneys so withheld or retained under the lien referred to above by the Engineer-in-Charge or Government will be kept withheld or retained as such by the Engineer-in-Charge or Government till the claim arising out of or under the contract is determined by the arbitrator(if the contract is governed by the arbitration clause) by the competent court, as the case may be and that the contractor will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention under the lien referred to above and duly notified as such to the contractor. For the purpose of this clause, where the contractor is a partnership firm or a limited company, the Engineer-in-Charge or the Government shall be entitled to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner/limited company as the case may be, whether in his individual capacity or otherwise.

(ii) Government shall have the right to cause an audit and technical examination of the works and the final bills of the contractor including all supporting vouchers, abstract, etc., to be made after payment of the final bill and if as a result of such audit and technical examination any sum is found to have been overpaid in respect of any work done by the contractor under the contract or any work claimed to have been done by him under the contract and found not to have been executed, the contractor shall be liable to refund the amount of over-payment and it shall be lawful for Government to recover the same from him in the manner prescribed in sub-clause (i) of this clause or in any other manner legally permissible; and if it is found that the contractor was paid less than what was due to him under the contract in respect of any work executed by him under it, the amount of such under payment shall be duly paid by Government to the contractor, without any interest thereon whatsoever.

Provided that the Government shall not be entitled to recover any sum overpaid, nor the contractor shall be entitled to payment of any sum paid short where such payment has been agreed upon between the Superintending Engineer or Executive Engineer on the

one hand and the contractor on the other under any term of the contract permitting payment for work after assessment by the Superintending Engineer or the Executive Engineer.

Lien in respect of claims in other Contracts

Clause 29A

Any sum of money due and payable to the contractor (including the security deposit returnable to him) under the contract may be withheld or retained by way of lien by the Engineer-in-Charge or the Government or any other contracting person or persons through Engineer-in-Charge against any claim of the Engineer-in-Charge or Government or such other person or persons in respect of payment of a sum of money arising out of or under any other contract made by the contractor with the Engineer- in-Charge or the Government or with such other person or persons. It is an agreed term of the contract that the sum of money so withheld or retained under this clause by the Engineer-in-Charge or the Government will be kept withheld or retained as such by the Engineer-in-Charge or the Government or till his claim arising out of the same contract or any other contract is either mutually settled or determined by the arbitration clause or by the competent court, as the case may be and that the contractor shall have no claim for interest or damages whatsoever on this account or on any other ground in respect of any sum of money withheld or retained under this clause and duly notified as such to the contractor.

Water for Works

Clause 30

The contractor(s) shall make his/their own arrangements for water required for the work and nothing extra will be paid for the same. This will be subject to the following conditions.

(i) That the water used by the contractor(s) shall be fit for construction purposes to the satisfaction of the Engineer-in-Charge.

(ii) The Engineer-in-Charge shall make alternative arrangements for supply of water at the risk and cost of contractor(s) if the arrangements made by the contractor(s) for procurement of water are in the opinion of the Engineer-in- Charge, unsatisfactory.

Hire of Plant & Machinery

Clause 31

The contractor shall arrange at his own expense all tools, plant, machinery and equipment (hereinafter referred to as T&P) required for execution of the work

Employment of Technical Staff and employees

Clause 32

Contractors Superintendence, Supervision, Technical Staff & Employees

(i) The contractor shall provide all necessary superintendence during execution of the work and all along thereafter as may be necessary for proper fulfilling of the obligations under the contract.

The contractor shall immediately after receiving letter of acceptance of the e-Tender and before commencement of the work, intimate in writing to the Engineer-in-Charge, the name(s), qualifications, experience, age, address(s) and other particulars along with certificates, of the principal technical representative to be in charge of the work and other technical representative(s) who will be supervising the work. Minimum requirement of such technical representative(s) and their qualifications and experience shall not be lower than specified in Schedule 'F'. Even of the contractor (or partner(s) in case of firm/ company)is himself / herself an Engineers, it is necessary on the part of the contractor to employ principal technical representative / technical representative (s) as per stipulation in Schedule 'F'

The Engineer-in-Charge shall within 3 days of receipt of such communication intimate in writing his approval or otherwise of such a representative(s) to the contractor. Any such approval may at any time be withdrawn and in case of such withdrawal, the contractor shall appoint another such representative(s) according to the provisions of this clause. Decision of the e-Tender accepting authority shall be final and binding on the contractor in this respect. Such a principal technical representative and other technical representative(s) shall be appointed by the contractor soon after receipt of the approval from Engineer-in-charge and shall be available at site before start of work.

All the provisions applicable to the principal technical representative under the Clause will also be applicable to other technical representative(s) The principal technical representative and other technical representative(s) shall be present at the site of work for supervision at all times when any construction activity is in progress and also present himself/themselves, as required, to the Engineer-in-Charge and/or his

designated representative to take instructions. Instructions given to the principal technical representative or other technical representative(s) shall be deemed to have the same force as if these have been given to the contractor. The principal technical representative and other technical representative(s) shall be actually available at site fully during all stages of execution of work, during recording/checking/test checking of measurements of works and whenever so required by the Engineer-in-Charge and shall also note down instructions conveyed by the Engineer-in-Charge or his designated representative(s) in the site order book and shall affix his/their signature in token of noting down the instructions and in token of acceptance of measurements/checked measurements/ test checked measurements. The representative(s) shall not look after any other work. Substitutes, duly approved by Engineer-in-Charge of the work in similar manner as aforesaid shall be provided in event of absence of any of the representative(s) by more than two days.

If the Engineer-in-Charge, whose decision in this respect is final and binding on the contractor, is convinced that no such technical representative(s) is/are effectively appointed or is/are effectively attending or fulfilling the provision of this clause, a recovery (non refundable) shall be effected from the contractor as specified in Schedule 'F' and the decision of the Engineer-In-Charge as recorded in the site order book and measurement recorded checked/test checked in Measurement Books shall be final and binding on the contractor. Further if the contractor fails to appoint suitable technical Principal technical representative and/or other technical representative(s) and if such appointed persons are not effectively present or are absent by more than two days without duly approved substitute or do not discharge their responsibilities satisfactorily, the Engineer-in-Charge shall have full powers to suspend the execution of the work until such date as suitable other technical representative(s) is/are appointed and the contractor shall be held responsible for the delay so caused to the work. The contractor shall submit a certificate of employment of the technical representative(s) (in the form of copy of Form-16 or CPF deduction issued to the Engineers employed by him) along with every on account bill/ final bill and shall produce evidence if at any time so required by the Engineer-in-Charge.

(ii) The contractor shall provide and employ on the site only such technical assistants as are skilled and experienced in their respective fields and such foremen and supervisory staff as are competent to give proper supervision to the work.

The contractor shall provide and employ skilled, semiskilled and unskilled labour as is necessary for proper and timely execution of the work.

The Engineer-in-Charge shall be at liberty to object to and require the contractor to remove from the works any person who in his opinion misconducts himself, or is incompetent or negligent in the performance of his duties or whose employment is otherwise considered by the Engineer-in-Charge to be undesirable. Such person shall not be employed again at works site without the written permission of the Engineer-in-Charge and the persons so removed shall be replaced as soon as possible by competent substitutes.

Levy/Taxes payable by Contractor

Clause 33

(i) 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 this respect except as provided under Clause 38

(ii) The contractor shall deposit royalty and obtain necessary permit for supply of the red bajri, stone, kankar, etc. from local authorities.

If pursuant to or under any law, notification or order any royalty, cess or the like becomes payable by the Government of India and does not any time become payable by the contractor to the State Government, Local authorities in respect of any material used by the contractor in the works, then in such a case, it shall be lawful to the Government of India and it will have the right and be entitled to recover the amount paid in the circumstances as aforesaid from dues of the contractor.

Conditions for reimbursement of levy/taxes if levied after receipt of E-Tender

Clause 34

(i) All e-Tendered rates shall be inclusive of any tax, levy or cess applicable on last stipulated date of receipt of e-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 tax, levy or cess applicable on inputs.

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However, effect of variation in rates of GST or Building and Other Construction Workers Welfare Cess or imposition or repeal of 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 e-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 F.

(ii) The contractor shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary and shall allow inspection of the same by a duly authorized representative of the Government and/or the Engineer-in-Charge and shall also furnish such other information/document as the Engineer-in-Charge may require from time to time.

(iii) The contractor shall, within a period of 30 days of the imposition of any such further tax or levy or cess, or variation or repeal of such tax or levy or cess give a written notice thereof to the Engineer-in-charge that the same is given pursuant to this condition, together with all necessary information relating thereto.

Termination of Contract on death of contractor

Clause 35

Without prejudice to any of the rights or remedies under this contract, if the contractor dies, the Engineer in Charge on behalf of the President of India shall have the option of terminating the contract without levy compensation to the contractor.

If relative working in CPWD then the contractor not allowed to e-Tender

Clause 36

The contractor shall not be permitted to e-Tender for works in the CPWD circle (Division in case of contractors of Horticulture/Nursery categories) 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 the 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 C.P.W.D. or in the Ministry of Housing and Urban Affairs. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of this Department. If however the contractor is registered in any other department, he shall be debarred from e-Tendering in CPWD for any breach of this condition.

NOTE: By the term "near relatives" is meant wife, husband, parents and grandparents, children and grand children, brothers and sisters, uncles, aunts and cousins and their corresponding in-laws.

No Gazetted Engineer to work as Contractor within one year of retirement

Clause 37

No engineer of gazetted rank or other gazetted officer employed in engineering or administrative duties in an engineering department of the Government of India shall work as a contractor or employee of a contractor for a period of one year after his retirement from government service without the previous permission of Government of India in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found at any time to be such a person who had not obtained the permission of Government of India as aforesaid, before submission of the e-Tender or engagement in the contractor's service, as the case may be.

Clause 38

(i) After completion of the work and also at any intermediate stage in the event of Non reconciliation of materials issued theoretical quantity of materials used in the work shall be calculated on the basis and method given hereunder:-

(a) Quantity of cement & bitumen shall be calculated on the basis of quantity of cement & bitumen required for different items of work as shown in the Schedule of Rates mentioned in Schedule 'F'. In case any item is executed for which standard constants for the consumption of cement or bitumen are not available in the above mentioned schedule/statement or cannot be derived from the same shall be calculated on the basis of standard formula to be laid down by the Engineer-in-Charge.

(b) Theoretical quantity of steel reinforcement or structural steel sections shall be taken

as the quantity required as per design or as authorized by Engineer-in-Charge, including authorized lappages, chairs etc. plus 3% wastage due to cutting into pieces, such theoretical quantity being determined and compared with the actual, each diameter wise, section wise and category wise separately.

(c) Theoretical quantity of G.I. & C.I. or other pipes, conduits, wires and cables, pig lead and G.I./M.S. sheets shall be taken as quantity actually required and measured plus 5% for wastage due to cutting into pieces (except in the case of G.I./M.S. sheets it shall be 10%). such determination & comparison being made diameter wise & category wise.

(d) For any other material as per actual requirements.

Over the theoretical quantities of materials so computed a variation shall be allowed as specified in Schedule 'F'Fornon scheduled items, the decision of the Superintending Engineer CE regarding theoretical quantities of materials which should have been actually used, shall be final and binding on the contractor.

(ii) The said action under this clause is without prejudice to the right of the Government to take action against the contractor under any other conditions of contract for not doing the work according to the prescribed specifications.

Compensation during warlike situations

Clause 39

The work (whether fully constructed or not) and all materials, machines, tools and plants, scaffolding, temporary buildings and other things connected therewith shall be at the risk of the contractor until the work has been delivered to the Engineer-in-Charge and a certificate from him to that effect obtained. In the event of the work or any materials properly brought to the site for incorporation in the work being damaged or destroyed in consequence of hostilities or warlike operation, the contractor shall when ordered (in writing) by the Engineer-in-Charge to remove any debris from the site, collect and properly stack or remove in store all serviceable materials salvaged from the damaged work and shall be paid at the contract rates in accordance with the provision of this agreement for the work of clearing the site of debris, stacking or removal of serviceable material and for reconstruction of all works ordered by the Engineer-in-Charge, such payments being in addition to compensation upto the value of the work originally executed before being damaged or destroyed and not paid for. In case of works damaged or destroyed but not already measured and paid for, the compensation shall be assessed by the Divisional Officer uptoRs.2,00,000/-- and by the next higher officer concerned for a higher amount. The contractor shall be paid for the damages/destruction suffered and for restoring the material at the rate based on analysis of rates e-Tendered for in accordance with the provision of the contract. The certificate of the Engineer-in-Charge regarding the quality and quantity of materials and the purpose for which they were collected shall be final and binding on all parties to this contract.

Provided always that no compensation shall be payable for any loss in consequence of hostilities or warlike operations (a) unless the contractor had taken all such precautions against air raid as are deemed necessary by the A.R.P. (Air Raid Precaution) Officers or the Engineer-in-Charge (b) for any material etc. not on the site of the work or for any tools, plant, machinery, scaffolding, temporary building and other things not intended for the work. In the event of the contractor having to carry out reconstruction as aforesaid, he shall be allowed such extension of time for its completion as is considered reasonable by the Divisional Officer.

Apprentices Act provisions to be complied with

Clause 40

The contractor shall comply with the provisions of the Apprentices Act, 1961 and the rules and orders issued there under from time to time. If he fails to do so, his failure will be a breach of the contract and the Superintending Engineer may, in his discretion, cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the said Act.

Release of Security deposit after labour clearance

Clause 41

Release of Security Deposit of the work shall not be refunded till the contractor produces a clearance certificate after labour certificate from the Labour Officer. As soon as the work is virtually complete the contractor shall apply for the clearance certificate to the Labour Officer under intimation to the Engineer-in-Charge. The Engineer-in-Charge, on receipt of the said communication, shall write to the Labour Officer to intimate if any complaint is pending against the contractor in respect of the work. If no complaint is pending, on record till after 3 months after completion of the work and/or no communication is received from the Labour Officer to this effect till six months after the date of completion, it will be deemed to have received the clearance certificate and the Security Deposit will be released if otherwise due.

NOTE: Please read authority, NIT Agartala instead of CE/ADG/SDG/DG, CPWD

CONTRACTOR

For and on behalf of NIT Agartala

INTEGRITY PACT

To,

.....

.....

.....

Sub: NIT No. ..... for the work "Repairing/ installation of Light in the RNT Hostel Premises at NIT Agartala."

Dear Sir.

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

The subject Notice Inviting E-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 e-Tender/bid documents, failing which the e-Tenderer/bidder will stand disqualified from the e-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 NIT Agartala.

Yours faithfully

For and on behalf of NIT Agartala

CONTRACTOR

For and on behalf of NIT Agartala

INTEGRITY PACT

To,
Registrar,
.....
.....
Sub: Submission of E-Tender for the work of "Repairing/ installation of Light in the RNT Hostel Premises at NIT Agartala.".

Dear Sir,

I/We acknowledge that NIT Agartala is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the e-Tender/bid document.

I/We agree that the Notice Inviting E-Tender (NIT) is an invitation to offer made on the condition that I/We will sign the enclosed integrity Agreement, which is an integral part of e-Tender documents, failing which I/We will stand disqualified from the e-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 e-Tender/bid is finally accepted by NIT Agartala. 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 e-Tender/bid, NIT Agartala shall have unqualified, absolute and unfettered right to disqualify the e-Tenderer/bidder and reject the e-Tender/bid is accordance with terms and conditions of the e-Tender/ bid.

Yours faithfully

(Duly authorized signatory of the Bidder)

CONTRACTOR

For and on behalf of NIT Agartala

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

INTEGRITY AGREEMENT

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

BETWEEN

National Institute of Technology Agartala,

CPWD, ..., (Hereinafter referred as the

(Address)

'Principal/Owner', which expression shall unless repugnant to the meaning or context hereof include its successorsand permitted assigns)

AND

.....

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

through ..... (Hereinafter referred to as the

(Details of duly authorized signatory)

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

Preamble

WHEREAS the Principal / Owner has floated the E-Tender (NIT No ....) (hereinafter referred to as "E-Tender/Bid") and intends to award, under laid down organizational procedure, contract for . . . . . .
. . . . . .
.....

(Name of work)

hereinafter 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 E-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 E-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 E-Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the E-Tender process, provide to all Bidder(s) the same

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For and on behalf of NIT Agartala

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 E-Tender process or the Contract execution.

(c) The Principal/Owner shall endeavour to exclude from the E-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 e-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 E-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 E-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 E-Tender process or during the execution of the Contract.

   (b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.

   (c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/ Contract(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

   (d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/ representatives in India, if any. Similarly Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a e-Tender but not both. Further, in cases where an agent participate in a e-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 e-Tender for the same item.

   (e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.

3. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

4. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.

5. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the e-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

CONTRACTOR

For and on behalf of NIT Agartala

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 E-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 E-Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Contractor.

3. Criminal Liability: If the Principal/Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of IPC Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression

1. The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the E-Tender process.

2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the E-Tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder/Contractor as deemed fit by the Principal/ Owner.

3. If the Bidder/Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

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

1. The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Subcontractors/sub-vendors.

2. The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.

3. The Principal/Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/ Owner and the bidder, along with the E-Tender or violate its provisions at any stage of the E-Tender process, from the E-Tender process.

Article 6- Duration of the Pact

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

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

Article 7- Other Provisions

1. This Pact is subject to Indian Law, place of performance and jurisdiction is the Head quarters of the Division of the Principal/Owner, who has floated the E-Tender.

2. Changes and supplements need to be made in writing. Side agreements have not been made.

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For and on behalf of NIT Agartala

3. If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.

4. Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intensions.

5. It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

Article 8- Legal and Prior Rights

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

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

.....

(For and on behalf of Principal/Owner)

.....

(For and on behalf of Bidder/Contractor)

WITNESSES:

1 .....

(signature, name and address)

2 .....

(signature, name and address)

Place:

Dated :

CONTRACTOR

For and on behalf of NIT Agartala

Appendix 'X'

LIST OF ACTS AND OMISSONS FOR WHICH FINES CAN BE IMPOSED

In accordance with rule 7(v) of the CPWD Contractor's Labour Regulations to be displayed prominently at the site of work both in English and local Language.

1. Wilful insubordination or disobedience, whether alone or in combination with other.
2. Theft fraud or dishonesty in connection with the contractors beside a business or property of NIT Agartala.
3. Taking or giving bribes or any illegal gratifications
4. Habitual late attendance.
5. Drunkenness lighting, riotous or disorderly or indifferent behaviour
6. Habitual negligence.
7. Smoking near or around the area where combustible or other materials are locked
8. Habitual indiscipline.
9. Causing damage to work in the progress or to property of the CPWD or of the contractor.
10. Sleeping on duty.
11. Malingering or slowing down work.
12. Giving of false information regarding name, age father's name, etc.
13. Habitual loss of wage cards supplied by the employers.
14. Unauthorised use of employer's property of manufacturing or making of unauthorised particles at the work place.
15. Bad workmanship in construction and maintenance by skilled workers which is not approved by the Department and for which the contractors are compelled to undertake rectifications.
16. Making false complaints and/or misleading statements.
17. Engaging on trade within the premises of the establishments.
18. Any unauthorised divulgence of business affairs of the employees.
19. Collection or canvassing for the collection of any money within the premises of an establishment unless authorised by the employer.
20. Holding meeting inside the premises without previous sanction of the employers.
21. Threatening or intimidating any workman or employer during the working hours within the premises.

CONTRACTOR

For and on behalf of NIT Agartala

Appendix 'XI'

Form – XII
[See rule 78(2)(d)]
Register of Fines

Name and address of contractor

Nature and location of work

Name and address of establishment in under which contract is carried on

Name and address of Principal Employer

Sl. No.	Name of workman	Father's/Husband's name	Designation/ nature of employment	Act/Omission for which fine imposed	Date of Offence	Whether workman showed cause against fine	Name of person in whose presence employee's explanation was heard	Wages period and wages payable	Amount of fine imposed	Date on which fine realised	Remarks
1	2	3	4	5	6	7	8	9	10	11	12

CONTRACTOR

For and on behalf of NIT Agartala

Appendix 'XII'

Form – XX
[See rule 78(2)(d)]
Register of Deduction for Damage or Loss

Name and address of contractor

Nature and location of work

Name and address of establishment in under which contract is carried on

Name and address of Principal Employer

Sl. No.	Name of workman	Father's/Husband's name	Designation/ nature of employment	Particulars of damage or loss	Date of damage or loss	Whether workman showed cause against deduction	Name of person in whose presence employee's explanation was heard	Amount of fine imposed	No. of instalments	Date of recovery		Remarks
										1st instalment	Last instalment	
1	2	3	4	5	6	7	8	9	10	11	12	13

CONTRACTOR

For and on behalf of NIT Agartala

Appendix 'XIII'

Form – XXII
[See rule 78(2)(d)]
Register of Advances

Name and address of contractor

Nature and location of work

Name and address of establishment in under which contract is carried on

Name and address of Principal Employer

Sl. No.	Name of workman	Father's/Husband's name	Designation/ nature of employment	Wages period and wages payable	Date and amount of advance made	Purpose(s) for which advance made	Number of instalments by which advance to be repaid	Date and amount of each instalment repaid	Date and which last instalment was repaid	Remarks
1	2	3	4	5	6	7	8	9	10	11

CONTRACTOR

For and on behalf of NIT Agartala

Appendix 'XIV'

Form – XXIII
[See rule 78(2)(e)]
Register of Overtime

Name and address of contractor

Nature and location of work

Name and address of establishment in under which contract is carried on

Name and address of Principal Employer

Sl. No.	Name of workman	Father's/Husband's name	Sex	Designation/ nature of employment	Date on which Overtime worked	Total overtime worked or production in case of piece rated	Normal rate of wages	Overtime rate of wages	Overtime earning	Rate on which overtime paid	Remarks
1	2	3	4	5	6	7	8	9	10	11	12

CONTRACTOR

For and on behalf of NIT Agartala

Appendix - XV (FORM 31)
INDENTURE FOR SECURED ADVANCES
(Referred to in paragraphs 10.2.20 and 10.2.22 of CPW A Code)

(For use in cases in which the contract is for finished work and the contractor has entered into an agreement for the execution of a certain specified quantity of work in a given time)

THIS INDENTURE made the..... day of .....20..... BETWEEN ..... (hereinafter called the Contractor which expression shall where the context so admits or implies be deemed to include his executors administrators and assigns) of the one part and the PRESIDENT OF INDIA (hereinafter called the President which expression shall where the context so admits or implies be deemed to include his successors in office and assigns) of the other part. WHEREAS by an agreement dated..... (hereinafter called the said agreement) the Contractor has agreed AND WHEREAS the Contractor has applied to the President that he may be allowed advances on the security of materials absolutely belonging to him and brought by him to the site of the works the subject of the said agreement for use in the construction of such of the works as he has undertaken to execute at rates fixed for the finished work (inclusive of the cost of materials and labour and other charges) AND WHEREAS the President has agreed to advance to the Contractor the sum of Rupees ..... on the security of materials the quantities and other particulars of which are detailed in Accounts of Secured Advances attached to the Running Account Bill for the said works signed by the Contractor on .....and the President has reserved to himself the option of making any further advance or advances on the security of other materials brought by the Contractor to the site of the said works. Now THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the sum of Rupees .....on or before the execution of these presents paid to the Contractor by the President (the receipt whereof the Contractor doth hereby acknowledge) and of such further advances (if any) as may be made to him as aforesaid the Contractor doth hereby covenant and agree with the President and declare as follows: -

(1) That the said sum of Rupees .....so advanced by the President to the Contractor as aforesaid and all or any further sum or sums advanced as aforesaid shall be employed by the Contractor in or towards expediting the execution of the said works and for no other purpose whatsoever.

(2) That the materials detailed in the said Account of Secured Advances which have been offered to and accepted by the President as security are absolutely the Contractor's own property and free from encumbrances of any kind and the contractor will not make any application for or receive a further advance on the security of materials which are not absolutely his own property and free from encumbrances of any kind and the Contractor indemnifies the President against all claims to any materials in respect of which an advance has been made to him as aforesaid.

(3) That the materials detailed in the said Account of Secured Advances and all other materials on the security of which any further advance or advances may hereafter be made as aforesaid (hereinafter called the said materials) shall be used by the Contractor solely in the execution of the said works in accordance with the directions of the Divisional Officer ..... Division (hereinafter called the Divisional Officer) and in the term of the said agreement.

(4) That the Contractor shall make at his own cost all necessary and adequate arrangements for the proper watch, safe custody and protection against all risks of the said materials and that until the said materials shall remain at the site of the said works in the Contractor's custody and on his own responsibility and shall at all times be open to inspection by the Divisional Officer or any officer authorised by him. In the event of the said materials or any part thereof being stolen, destroyed or damaged or becoming deteriorated in a greater degree than is due to reasonable use and wear thereof the Contractor will forthwith replace the same with other materials of like quality or repair and make good the same as required by the Divisional Officer.

(5) That the said materials shall not on any account be removed from the site of the said works except with the written permission of the Divisional Officer or an officer authorised by him on that behalf.

(6) That the advances shall be repayable in full when or before the Contractor receives payment from the President of the price payable to him for the said works under the terms and provisions of the said agreement. Provided that if any intermediate payments are made to the Contractor on account of work done than on the occasion of each such payment the President will be at liberty to make a recovery from the Contractor's bill for such payment by deducting there from the value of the said materials then actually used in the construction and in respect of which recovery has not been made previously, the value for this purpose being determined in respect of each description of materials at the rates at which the amounts of the advances made under these presents were calculated.

(7) That if the Contractor shall at any time make any default in the performance or observance in any respect of any of the terms and provisions of the said agreement or of these presents the total amount of the advance or

CONTRACTOR

For and on behalf of NIT Agartala

advances that may still be owing to the President shall immediately on the happening of such default be repayable by the Contractor to the President together with interest thereon at twelve per cent per annum from the date or respective dates of such advance or advances to the date of repayment and with all costs charges, damages and expenses incurred by the President in or for the recovery thereof or the enforcement of this security or otherwise by reason of the default of the Contractor and the Contractor hereby covenants and agrees with the President to repay and pay the same respectively to him accordingly.

(8) That the Contractor hereby charges all the said materials with the repayment to the President of the said sum of Rupees .....and any further sum or sums advanced as aforesaid and all costs charges, damages and expenses payable under these presents PROVIDED ALWAYS and it is hereby agreed and declared that notwithstanding anything in the said agreement and without prejudice to the powers contained therein if and whenever the covenant for payment and repayment herein before contained shall become enforceable and the money owing shall not be paid in accordance therewith the President may at any time thereafter adopt all or any of the following courses as he may deem best :-

(a) Size and utilize the said materials or any part thereof in the completion of the said works on behalf of the Contractor in accordance with the provisions in that behalf contained in the said agreement debiting the Contractor with the actual cost of effecting such completion and the amount due in respect of advances under these presents and crediting the Contractor with the value of work done as if he had carried it out in accordance with the said agreement and at the rates thereby provided. If the balance is against the Contractor he is to pay same to the President on demand.

b) Remove and sell by public auction the seized materials or any part thereof and out of the moneys arising from the sale retain all the sums aforesaid repayable or payable to the President under these presents and pay over the surplus (if any) to the Contractor.

(c) Deduct all or any part of the moneys owing out of the security deposit or any sum due to the Contractor under the said agreement.

(9) That except in the event of such default on the part of the Contractor as aforesaid interest on the said advance shall not be payable. used in construction as aforesaid

(10) That in the event of any conflict between the provisions of these presents and the said agreement the provisions of these presents shall prevail and in the event of any dispute or difference arising over the construction or effect of these presents the settlement of which has not been herein before expressly provided for the same shall be finally resolved as per provisions of clause 25 of the contract. In witness whereof the said .....and .....by the order and under the direction of the President have hereunto set their respective hands the day and year first above written. Signed, sealed and delivered by..... the said contractor in the presence of .....
.....

Signature .....
Witness Name .....
Address .....
Signed by.....
by the order and direction of the President in the presence of Signature .....
Witness Name .....
Address .....

CONTRACTOR

For and on behalf of NIT Agartala

APPENDIX - XVI (Refer Clause 5)

FORM OF APPLICATION BY THE CONTRACTOR FOR SEEKING RESCHEDULING OF MILESTONE/EXTENSION OF TIME

1. Name of contractor
2. Name of work as given in the agreement
3. Agreement no
4. Estimated amount put e-Tender
5. Date of commencement of work as per agreement
6. Period allowed for completion of work as per agreement
7. Date of completion stipulated in agreement
8. Period for which extension of time if has been given by authority in Schedule 'F' previously

letter no. and date	Extension granted	
	Months	Days
(a) Ist extension		
(b) 2nd extension		
(c) 3rd extension		
(d) 4th extension		
(e) Total extension previously given		

9. Reasons for which extension have been previously given (copies of the previous applications should be attached)
10. Period for which extension if applied for
11. Hindrances on account of which extension is applied for with dates on which hindrances occurred and the period for which these are likely to last (for causes under clause 5.2/ and 5.3). Submitted to the Authority indicated in Schedule F With copy to the Engineer-in-charge and Sub Divisional Officer Signature of Contractor Dated .....

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For and on behalf of NIT Agartala

APPENDIX XV

Notice for appointment of Arbitrator
[Refer Clause 25]

To

The Registrar

.....

Dear Sir,

In terms of clause 25 of the agreement, particulars of which are given below, I/we hereby give notice to you to appoint an arbitrator for settlement of disputes mentioned below:

1. Name of applicant
2. Whether applicant is Individual/Prop. Firm/Partnership Firm/Ltd. Co.
3. Full address of the applicant
4. Name of the work and contract number in which arbitration sought
5. Name of the Division which entered into contract
6. Contract amount in the work
7. Date of contract
8. Date of initiation of work
9. Stipulated date of completion of work
10. Actual date of completion of work (if completed)
11. Total number of claims made
12. Total amount claimed
13. Date of intimation of final bill (if work is completed)
14. Date of payment of final bill (if work is completed)
15. Amount of final bill (if work is completed)
16. Date of request made to SE for decision
17. Date of receipt of SE's decision
18. Date of appeal to you
19. Date of receipt of your decision.

Specimen signatures of the applicant
(Only the person/authority who signed the contract should sign)

I/We certify that the information given above is true to the best of my/our knowledge. I/We enclose following documents.

1. Statement of claims with amount of claims.
2.
3.
4.

Yours faithfully,
(Signatures)

Copy in duplicate to:

CONTRACTOR

For and on behalf of NIT Agartala

Form of Earnest Money Deposit
Bank Guarantee Bond

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

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

SEALED with the Common Seal of the said Bank this .....day of ..... 20... .
THE CONDITIONS of this obligation are:

(1) If after e-Tender opening the Contractor withdraws, his e-Tender during the period of validity of e-Tender (including extended validity of e-Tender) specified in the Form of E-Tender;

(2) If the contractor having been notified of the acceptance of his e-Tender by the Engineer-in-Charge:

(a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to contractor, if required;

OR

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

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

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

DATE .....
WITNESS .....

SIGNATURE OF THE BANK
SEAL

(SIGNATURE, NAME AND ADDRESS)

*Date to be worked out on the basis of validity period of 6 months from last date of receipt of e-Tender.

CONTRACTOR

For and on behalf of NIT Agartala

Form of Performance Security (Guarantee)
Bank Guarantee Bond - Format – I

In consideration of the President of India (hereinafter called "The Government") having offered to accept the terms and conditions of the proposed agreement between.....and ..... (hereinafter called "the said Contractor(s)") for the work..... (hereinafter called "the said agreement") having agreed to production of an irrevocable Bank Guarantee for Rs. ..... (Rupees ..... only) as a security/guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement.

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

3. We, the said bank further undertake to pay the Government any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Contractor(s) shall have no claim against us for making such payment.

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

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

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

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

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

CONTRACTOR

For and on behalf of NIT Agartala

Form of Performance Security (Guarantee)
Bank Guarantee Bond- Format –II

In consideration of the President of India (hereinafter called "The Government") having offered to accept the terms and conditions of the proposed agreement between.....and ..... (hereinafter called "the said Contractor(s)") for the work..... (hereinafter called "the said agreement") having agreed to production of an irrevocable Bank Guarantee for Rs. ..... (Rupees ..... only) as a security/guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement.

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

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

3. We, the said bank further undertake to pay the Government any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Contractor(s) shall have no claim against us for making such payment.

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

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

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).
7. We, ... (indicate the name of the Bank) lastly undertake not to revoke this guarantee except with the previous consent of the Government in writing.

8. This guarantee shall be valid up to .....unless extended on demand by the Government. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. ..... (Rupees .....)

CONTRACTOR

For and on behalf of NIT Agartala

PROFORMA OF SCHEDULES

SCHEDULE 'A'

Schedule of quantities (as per PWD-3)

SCHEDULE 'D'

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

SCHEDULE 'E'

Reference to General Conditions of contract

Name of work:	Repairing/ installation of Light in the RNT Hostel Premises at NIT Agartala.
Estimated cost of work:	Rs. 16,68,209.00
(i) Earnest money:	Rs. 33,365.00 (to be returned after receiving performance guarantee)
(ii) Performance Guarantee :	5% of e-Tendered value.
(iii) Security Deposit :	10% of e-Tendered value including Earnest money and Performance Guarantee .

SCHEDULE 'F'

GENERAL RULES : Officer inviting e-Tender --------- Registrar

& DIRECTIONS

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

Definitions:

2(v)	Engineer-in-Charge	Estate Engineer
2(viii)	Accepting Authority	Director, NIT Agartala
2(x)	Percentage on cost of materials and labour to cover all overheads and profits.	15%
2(xi)	Standard Schedule of Rates	DSR 2018
2(xii)	Department	Estate Section
9(ii)	Standard CPWD latest contract Form GCC, CPWD Form 7/ 8 as modified & corrected upto	2020

Clause 1

(iv)	Time allowed for submission of Performance Guarantee, programme chart (Time and progress)and applicable labour licenses , registration with EPFO, ESIC and BOCW welfare board or proof of applying there offrom the date of issue of letter of acceptance	15 days
(v)	Maximum allowable extension with late fee @ 0.1% per day of Performance Guarantee amount beyond the period provided in (i) above	15 days

(1 to 15 days to be filled by NIT approving authority)

CONTRACTOR

For and on behalf of NIT Agartala

Clause 2

Authority for fixing compensation under clause 2 — 1%

Clause 2A

Applicable clause 2/ Clause 2A — Yes / ~~No~~

Clause 5

Number of days from the date of issue of letter of acceptance for reckoning date of start Mile stone(s) as per table given below:- — 7 days

Sl No.	Description of Milestone (Physical)	Time Allowed in days (from date of start)	Amount to be with-held in case of non achievement of milestone
1			
2			
3			
4			

Time allowed for execution of work. — 30 (Thirty) Days

Authority to decide:

(i) Extension of time ..... (Engineer in Charge or Engineer in Charge of Major Component in case of Composite Contracts, as the case may be)

(ii) Rescheduling of mile stones ..... (Superintending Engineer/PM/CPM inCharge of Major Component in case of Composite Contracts, as the case may be)

(iii) Shifting of date of start in case of delay in handing over of site ..... (Engineer-in charge/ PM/CPM in Charge / PM/CPM in Charge of Major Component in case of Composite Contracts, as the case may be)

PROFORMA OF SCHEDULES Clause 5 Schedule of handing over of site

Part	Portion of site	Description	Time Period for handing over reckoned from date of issue of letter of intent.
Part A	Portion without any hindrance		
Part B	Portions with encumbrances		
Part C	Portions dependent on work of other agencies		

CONTRACTOR

For and on behalf of NIT Agartala

Clause 5

Applicable clause 5/ Clause 5A

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. .....

Clause 7A

Whether clause 7A shall be applicable — Yes/No

Clause 10A

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

1. ..... 2. ..... 3. .....

4. ..... 5. ..... 6. .....

Clause 10B(ii) Not Applicable

~~Whether Clause 10 B (ii) shall be applicable~~ — Yes/No

Clause 10C Not Applicable

~~Component of labour expressed as percent of value of work: =~~ ..... %

Clause 10CC ~~Applicable~~/ Not Applicable

Schedule of component of other Materials, Labour etc. for price escalation.
Component of civil (except materials covered under clause 10CA) /Electrical construction value of work. - Xm ..... %

Component of Labour - expressed as percent of total value of work. Y ....%

Note : Xm .....% should be equal to (100) - (materials covered under clause 10CA i.e. Cement, Steel, POL and other material specified in clause 10CA + Component of Labour)

Clause 11

Specifications to be followed for execution of work .....

Clause 12

Authority to decide deviation upto 1.5 times of e-Tendered amount — 2 times

12.2 & 12.3 Deviation Limit beyond which clauses 12.2 & 12.3 shall apply for building work — 1.5 times

CONTRACTOR

For and on behalf of NIT Agartala

12.5 (i) Deviation Limit beyond which clauses 12.2 & 12.3 shall apply for foundation work (except items mentioned in earth work subhead in DSR and related items) .....

(ii) Deviation Limit for items mentioned in earth work subhead of DSR and related items .....

Clause 16

Competent Authority for deciding reduced rates .....

Clause 18

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

1 ..... 2 ..... 3 .....

4 ..... 5 ..... 6 .....

7 ..... 8 ..... 9 .....

Clause 19C ..... authority to decide penalty for each default

Clause 19D ..... authority to decide penalty for each default

Clause 19G .....authority to decide penalty for each default

Clause 19K .....authority to decide penalty for each default

Clause 25

Constitution of Dispute Redressal Committee (DRC)

Chairman - .....

Member - .....

Member - .....

Clause 32 Requirement of Technical Representative(s) and recovery Rate

Sl No.	Minimum Qualification of Technical Representative	Discipline	Designation (Principal Techincal/ Techincal representative)	Minimum Experience	Number	Rate at which recovery shall be made from the contractor in the event of not fulfilling provision of clause 36(i)	
						Figures	Words
1							
2							
3							
4							

CONTRACTOR

For and on behalf of NIT Agartala

5							

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

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

CONTRACTOR

For and on behalf of NIT Agartala

GENERAL CONDITIONS

1. In the event of the e-Tender being submitted by a firm, it must be signed separately by each partner thereof or in the event of the absence of any partner, it must be signed on his behalf by a person holding a power holding a power-of attorney authorizing him to do so, such power of attorney to be produced with the e-Tender, and it must disclose that the firm is duly registered under the Indian Partnership Act, 1932.
2. The receipt of an accountant or clerk for any money paid by the contractor will not be considered as any acknowledgment or payment to the officer inviting e-Tender and the contractor shall be responsible for seeing that he procures a receipt signed by the officer inviting e-Tender or a duly authorized Cashier.
3. The contractor shall comply with the provisions of the Apprentices Act 1961, and the rules and orders issued there under from time to time. If he fails to do so, his failure will be a breach of the contract and the Superintending Engineer/Executive Engineer may in his discretion, without prejudice to any other right or remedy available in law, cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the said Act.
4. The work in general shall be carried out in accordance with the CPWD General Specifications 2013 Electrical with upto date correction slips, hereinafter referred as CPWD Specifications.
5. The structural and architectural drawings shall at all times be properly correlated before executing any work. However, in case of any discrepancy in the item given in the schedule of quantities appended with the e-Tender and architectural drawings relating to the relevant item, the former shall prevail unless and otherwise given in writing by the Engineer-in-Charge.
6. The e-Tenderer shall study carefully, the drawings, specifications, schedule of quantities and conditions of the e-Tender documents to fully appreciate the scope of work before quoting his rates.
7. The contractors are advised to get acquainted with the proposed work and its site and also study the Architectural Drawings, specifications and special conditions carefully before e-Tendering. No claim of any sort shall be entertained on account of any site conditions and ignorance of specifications and special conditions.
8. The civil work shall be carried out as per CPWD General Specifications 2013 Electrical with up to date correction slips unless otherwise specified in the nomenclature of individual item or in the specifications and special conditions, where specifications are silent, the decision of Engineer-in-Charge shall be final and binding on contractors. Road work shall be executed as per latest MORTH specifications.
9. The rates quoted by the contractor shall be taken as net and nothing extra shall be paid on any account i.e. royalty, cartage. GST and stacking at required places & working in restricted area etc.
10. The rates for different items of work shall apply for all heights and depths, leads and lifts unless otherwise specified in the agreement or specifications applicable to the agreement.
11. Any damage done by the contractor to any existing work during the course of execution of the work shall be made good by him at his own cost.
12. Articles manufactured by the reputed firms and approved by Engineer-in-Charge shall only be used. Only articles classified, as 'first quality' by the manufacturer shall be used unless otherwise specified. In case articles bearing ISI certification are not available in the market, quality of samples brought by the contractor shall be judged by standards laid down in the relevant CPWD specifications. For the items not covered by CPWD specifications relevant BIS standards shall apply. The sample of materials to be brought to site for use in work shall be got approved from the Engineer-in-Charge before actual execution of work.
13. Samples of materials required for testing shall be provided free of cost by the contractor. Testing charges, if any, shall be borne by the department in case the test results are satisfactory exceptwhere-ever specifically mentioned otherwise in the NIT. All other expenditure to be incurred for taking samples, conveyance, packing etc. shall be borne by the contractor.
14. The quantities of each item shall not be exceeded beyond the agreement quantities without prior permission of Engineer-in-Charge.
15. Income tax as per Income tax rules, GST as per rules, 1% Labour cess and 1% water charges (if departmental water used) will be recovered from the gross amount of the bill.
16. Contractor is to make own arrangement of electricity as department is obliged to provide electricity, However if departmental electricity is used then 1% electricity charges will be recovered from the gross amount of work done but the contractor shall arrange the necessary electrical fittings and cables etc. for taking the electrical power from nearest electrical point to the work site at his own cost.
17. All types of mortars to be used in the work shall be mixed in the mechanical mixer and hand mixing shall not be permitted.
18. The contractor shall make his own arrangement for getting the permission to ply the trucks from the traffic police or any other authority in this regard. .
19. No payment shall be made to the contractor for any damage caused by rain, snow fall, floods or any other natural causes whatsoever during the execution of work. The damage caused to work shall have to be made good by the contractor at his own cost and no claim on this account shall be entertained.
20. Other agencies may also simultaneously be executing the work of electrification, Horticulture or external services and other building works for the same building along with this work. The contractor shall afford necessary facilities for the same and no claim in the matter shall be entertained. The contractor shall especially co-ordinate with the other agency carrying out his work.
21. Some restrictions may be imposed by the security staff etc. on the working and or movement of labour and materials, etc, the contractor shall be bound to follow all such restrictions / instructions and nothing shall be payable on this account.

CONTRACTOR

For and on behalf of NIT Agartala

22. The contractor shall take all precautions to avoid accidents by exhibiting necessary caution boards. He shall be responsible for all damages and accidents caused due to negligence on his part. No hindrance shall be caused to traffic during the execution of the work by storing materials on the road, VIP's corridor extra.
23. The contractor shall be fully responsible for the safe custody of the material issued or brought by him to site for doing the work.
24. **Testing of materials: -**
Samples of various materials required for testing shall be provided free of cost by the contractor unless otherwise specified in the item. Testing charges, if any, shall be borne by the department provided the samples passes the test, otherwise it shall be borne by the contractor. All other expenditures required to be incurred for taking the samples, conveyance, packing etc. shall be borne by the contractor himself.

25. The rate for all items of work, shall unless otherwise clearly specified include cost of all labour, material and other inputs involved in the execution of the items.
26. The order of preference in case of any discrepancy as indicated in condition no. 8.1 under "Conditions of Contract" given in the **General Conditions of contract for Central P.W.D Construction Work 2020 (Amended up to Date)** form may be read as the following.
    a) Nomenclature of item as per Schedule of Quantities.
    b) Particular specifications.
    c) Special conditions.
    d) Additional conditions.
    e) General Conditions.
    f) E-Tender Drawings attached.
    g) CPWD Specifications as applicable.

    h) Contract Clauses of **General Conditions of contract for Central P.W.D Construction Work 2020(Amended up to Date) form.**
    i) Architectural/structural drawings and specifications mentioned in drawings.

    j) Indian Standard Specifications of BIS.

    k) Manufacturers specifications.

    l) Sound engineering practice as per directions of the Engineer-in-Charge.

    Any reference made to any Indian Standard Specifications and other specifications mentioned in the respective items in these documents, shall imply to the latest version of that standard, including such revisions / amendments as issued by the Bureau of Indian Standards up to last date of receipt of e-Tender. The contractor shall keep at his own cost all such publications of relevant Indian Standards applicable to the work at site.

27. The contractor will not have any claim in case of any delay by the Engineer-in-Charge in removal of trees or shifting, removing of telegraph, telephone or electric lines (overhead or underground), water and sewer lines and other structure etc., if any which may come in the way of the work. However, suitable extension of time can be granted to cover such delay.
28. The malba /garbage generated at site due to construction activities shall be removed from the site immediately & shall be disposed off by the contractor to the approved dumping site identified by the Engineer-in-charge. The surplus soil/earth shall be disposed of as per the directions of Engineer-in-charge separately.
29. The contractor shall clean the site thoroughly of scaffolding materials, rubbish, equipments left out of his work and dress the site around the building to the complete satisfaction of the Engineer-in-charge before the work is treated as completed.
30. **Maintenance of Register of Tests-** All the registers of tests carried out at Site or in outside laboratories shall be maintained by the contractor which shall be issued to the contractor by Engineer-in-Charge.
31. **Maintenance of Material at Site (MAS) Register-** All the MAS Registers shall be maintained by Contractor which shall be issued to the contractor by Engineer-in-Charge.
32. Contractor shall be responsible for safe custody of all the test registers.
33. Contractor shall provide permanent bench marks and other reference points for the proper execution of work and these shall be preserved till the end of work. All such reference points shall be in relation to the levels and locations, given in the drawings
34. The contractor shall fully comply with all legal orders and directions of the Public or local authorities or municipality and adhere by their rules and regulations and pay all fees and charges for which he may be liable in this regard. Nothing extra shall be paid/reimbursed for the same.
35. The work shall be carried out in the manner complying in all respects with the requirements of the relevant bylaws and regulations of the local body under the jurisdiction of which the work is to be executed or as directed by the Engineer-in-charge and nothing extra shall be paid on this account.
36. The contractor shall give a performance test of the entire installation(s) as per standing specifications before the work is finally accepted by making his own arrangements for water supply, electricity etc. and nothing extra whatsoever shall be payable for the same.

CONTRACTOR

For and on behalf of NIT Agartala

37. It shall be ensured by the contractor that no electric live wire is left exposed or unattended to avoid any accidents in this regard.
38. The structural and architectural drawings shall at all times be properly co-related before executing any work. However, in case of any discrepancy in the item given in the schedule of quantities appended with the e-Tender and Architectural drawings relating to the relevant item, the former shall prevail unless otherwise given in writing by the Engineer-in-charge.
39. The contractor shall maintain in perfect condition, all portions executed till completion of the entire work allotted to him. Where however phased delivery of work is contemplated these provisions shall apply separately to each phase.
40. The entire royalty at the prevalent rates shall have to be paid by the contractor on all the boulders, metals, shingle sand etc. collected by him for execution of the work, directly to the Revenue authority or authorized agents of the State Government concerned or the Central Government, as the case may be.
41. Existing drains, pipes, cables, over-head wires, sewer lines, water lines and similar services encountered in the course of the execution of work shall be protected against the damage by the contractor at his own expense. The contractor shall not store materials or otherwise occupy any part of the site in a manner likely to hinder the operation of such services.
42. The contractor shall be responsible for the watch and ward/guard of the buildings, safety of all fittings and fixtures provided by him against pilferage and breakage during the period of installations and thereafter till the building is physically handed over to the department. No extra payment shall be made on this account.
43. The contractor shall bear all incidental charges for cartage, storage and safe custody of materials issued by department.
44. Any cement slurry added over base surface for continuation of concreting for better bond is deemed to have been built in the items and nothing extra shall be payable for extra cement considered in consumption on this account.
45. The contractor shall take instructions from the Engineer-in-charge for stacking of materials. No excavated earth or building materials etc. shall be stacked/collected in areas where other buildings, roads, services, compound walls etc. are to be constructed.
46. Any trenching and digging for laying sewer lines/water lines/cables etc. shall be commenced by the contractor only when all men, machinery's and materials have been arranged and closing of the trench(s) thereafter shall be ensured within the least possible time.
47. The works shall be carried out in accordance with the drawings, to be issued from time to time by the Engineer-in-Charge. Before commencement of any item of work, the contractor shall correlate all the relevant drawings issued for the work and satisfy himself that the information available thereof is complete and unambiguous. The discrepancy, if any, shall be brought to the notice of the Engineer-in-Charge before execution of the work. The contractor alone shall be responsible for any loss or damage executing by the commencement of work on the basis of any erroneous and or incomplete information.
48. All drawings given in the e-Tender other than those indicated in nomenclature of items are only indicative of the nature of the work and materials/fixings involved unless and otherwise specifically mentioned. However, the work shall be executed in accordance with the drawings duly approved by the Engineer-in-Charge.
49. On completion of work, the contractor shall submit at his own cost soft and hard four prints in A2 size of "as built" drawings to the Engineer-in-Charge within 30 days of completion of work.

CONTRACTOR

For and on behalf of NIT Agartala

ADDITIONAL CONDITIONS

1. The Contractors are advised to inspect and examine the site and its surroundings and satisfy themselves with the nature of site, the means of access to the site, constraints put by local regulations or any other circumstances which may affect or influence their e-Tender Nothing extra shall be payable on this account. No claims, whatsoever, shall be entertained at a later date for any errors found, on plea that the information supplied by the Department in the e-Tender is insufficient or is at variance with the actual site conditions.

2. The Contractor shall, if required by him, before submission of the e-Tender, **inspect the drawings/ information (If any) in the Office of the Registrar (Authority of Notice Inviting E-Tender).**The Department shall not bear any responsibility for the lack of knowledge and also the consequences, thereof to the Contractor. The information and data shown in the drawings / mentioned in the e-Tender documents have been furnished, in good faith, for general information and guidance only. The Estate Engineer, in no case, shall be held responsible for the accuracy thereof and/or interpretations or conclusions drawn there from by the Contractor and all consequences shall be borne by the Contractor. No claim, whatsoever, shall be entertained from the Contractor, if the data or information furnished in e-Tender document is different or in-correct otherwise or actual working drawings are at variance with the drawings available for inspection or attached to the e-Tender documents (Except for Deviation in quantity and extra item required for bonafide purpose). It is presumed that the Contractor shall satisfy himself for all possible contingencies, incidental charges, wastages, bottlenecks etc. likely during execution of work and acts of coordination, which may be required between different agencies. Nothing extra shall be payable on this.

3. The main contractor shall be responsible and liable for proper and complete execution of the E & M work and ensure coordination and completion of both civil and E & M work.

4. The work shall be executed as per CPWD General Specifications for Electrical Works **(Part I – Internal) 2013, (Part II – External) 1994, (Part-IV Sub-Station) 2013, Part-III (Lifts & Escalator) 2003, Part-VI(Fire Detection and Alarm System), Part –V (Wet riser and Sprinkler system) 2006, Part –VII (DG set), relevant IS and BIS standards and as per directions of Estate Engineer. The**se additional specifications are to be read in conjunction with above and in case of variations; specifications given in this Additional conditions shall apply. However, **nothing extra shall be paid on account of these** additional specifications & conditions as the same are to be read along with schedule of quantities for the work.

5. The e-Tenderer is advised not to deviate from the technical specifications/ items, commercial terms and conditions of NIT like terms of payment, guarantee, arbitration clause, escalation etc.

6. **Rates:**

The rates quoted by the e-Tenderer for electrical component Items shall be firm and inclusive of all taxes (including works contract taxes), duties and levies and all charges for packing forwarding, insurance, freight and delivery installation, testing and commissioning etc. at site including temporary constructional storage, risks, overhead charges general liabilities/obligations and clearance from local authorities. However, the fee for these inspections shall be borne by the department.

7. **Material for Electrical installation:**

a. The agency shall bring the various items & materials as per actual requirement at site at the time of execution of work. **For any material brought prematurely at site without approval of Estate Engineer, no payment shall be made for such material and Department shall not be responsible for its damage / deterioration**. The make of material have been indicated in the BOQ. The **Estate Engineer** shall reserve the right to instruct the contractor to remove the material which, in his opinion, is not as per specifications.

b. **Quality of material:** All materials and equipment for electrical installation / work supplied by the contractor shall be new. They shall be of such design, size and materials as to satisfactorily function under the rated conditions of operation and to withstand the environmental conditions at site.

c. The quantities of various items may vary from the quantities given in schedule of work. The agency shall bring the various items & materials as per actual requirement at site. **Excess material more than the actual requirement shall not be accepted & paid by the department.**

d. **Before start of the work the contractor is required to submit the working drawing. The work shall start only after the working drawing is approved by the Estate Engineer of the work.**

e. Before placing orders on the manufacturer for supply of cables, pole, Fittings etc, the contractor is required to get assessed the exact requirement of each size of the cable at site of work and get the same approved from the

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authority, NITA. Department shall not take back any spare quantity of cable whether in pieces or in sealed drums/ containers, if procured more than that required at site / approved by the **authority, NITA**.

However, it may be note that the contractor shall have to arrange extra quantity of the cables, poles, fittings etc, over and above that assessed by the contractor, before start of the work and approved by the **authority, NITA**, if such additional quantity of the cables, Poles, Fittings etc, is required at site, in order to make the installation as covered in Scope of this work, in order to make the installation operational, Such quantity shall be paid as per contractual provisions of the Agreement.

8. It shall be the responsibility of the bidder to ensure that all wiring work shall be carried out as per specification.

9. **Completeness of Electrical work:**
All hardware items such as screws, thimbles, G.I. wires etc. which are essentially required for completing an Electrical BOQ item as per specifications will be deemed to be included in the item even when the same have not been specifically mentioned. All hardware materials such as nuts/bolts/screws/ washers etc. to be used in the electrical scheduled items shall be zinc/cadmium plated iron. Nothing extra on account of same shall be paid.

10. For items/equipment requiring initial inspection at manufacturer's works' the contractor will intimate the date of testing of equipment at the manufacturer's works before dispatch. The department also reserves the right to inspect the fabrication job at factory and the successful e-Tenderer has to make the arrangement for the same. The successful e-Tenderer shall give sufficient advance notice regarding the dates proposed for such tests/inspection to the department's representative(s) to facilitate his presence during testing/fabrication. The **authority, NITA** at his discretion may waive off such testing/fabrication. The cost of the Engineer's visit to the factory will be borne by the Department. Also equipment may be inspected at the Manufacture's premises, before dispatch to the site by the contractor.

11. **Conformity with statutory Acts, Rules, Standards and codes**

i) All components shall conform to relevant Indian Standard Specifications, International Standards and shall bear the stamp of the testing laboratory wherever existing and amended to date.

i) All electrical works shall be carried out in accordance with the provisions of Indian Electricity Act, 2003 and Indian Electricity Rules, 1956 amended to date. They shall also conform to CPWD General Specifications for Electrical works, Part-I: Internal, 2013, Part-II: external, 1994 and Part IV (Sub-Station) 2013, amended upto date.

ii) In respect of all labour employed directly or indirectly on the work for the execution of the work, the contractor at his own expense, will arrange for the safety provisions as per the statutory provision, B.I.S. recommendations, factory act, and workman's compensation act. CPWD code and instructions issued from time to time. Failure to provide such safety requirements would make the e-Tenderer liable for penalty. In addition the Engineer-in- charge, shall be at liberty to make arrangements and provide facilities as aforesaid and recover the cost incurred thereon form the contractor.

iii) The contractor shall provide necessary barriers, signals and other safety measures wherever necessary so as to avoid accident. He shall also indemnify CPWD against claims for compensation arising out of negligence in this respect. Contractor shall be liable, in accordance with the Indian law and Regulations for any accident occurring due to any cause. The department shall not be responsible for any accident occurred or damage incurred or claims arising there form during the execution of work. The contractor to cover the risk. No extra payment would be made to the contractor due to the above provisions thereof.

12. **Storage and custody of electrical installation materials:**
The room may be used for storage of sundry materials and erection equipment if available or else the agency has to make his own arrangement. No separate storage accommodation shall be provided by the department. Watch and ward of the stores and their safe custody shall be the responsibility of the contractor till the final taking over of the installation by the department/ Client.

13. **Care of the Building:**
Care shall be taken by the contractor while handling and installing the various equipment and components of the work to avoid damage to the building. He shall be responsible for repairing all damages and restoring the same to their original finish at his cost. He shall also remove at his cost all unwanted and waste materials arising out for the installation from the site of work.

14. **Completion period:**
The completion period indicated in e-Tender documents is for the entire work of supplying, installation, testing, commissioning and handing over of the entire electrical installation to the satisfaction of the **authority, NITA**.

15. **Performance Guarantee for Electrical Installation :**

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The e-Tenderer shall guarantee among other things, the following:

a) Quality, Strength and performance of the materials used.
b) Safe mechanical and electrical stress on all parts under all specified conditions of operation.
c) Satisfactory operation during the maintenance period.

16. **Guarantee of Electrical Installation:**
All equipment/ installations shall be guaranteed for a period of 1yearsfrom the date of taking over the Installation by the department against unsatisfactory performance and/or break down due to defective design, workmanship of material. The equipment or components, or any part thereof, so found defective during guarantee period shall be forthwith repaired or replaced free of cost, to the satisfaction of the **authority, NITA**. In case it is felt by the department that undue delay is being caused by the contractor in doing this, the same will be got done by the department at the risk and cost of the contractor. The decision of the **authority, NITA** in this regard shall be final.

17. The entire installation shall be at the risk and responsibility of the contractor until these are tested and handed over to the department. However if there is any delay in construction from the department side, the installation may be taken over in parts, but the decision on the same shall rest with **authority, NITA** which shall be a binding on the contractor.

18. **Power Supply:**
Required electrical power shall be arranged by the contractor for installation purpose and payment for electricity charges shall be made by contractor. Electrical power supply required for testing of entire installation after completion shall be arranged by the department.

19. **Data Manual and Drawings to be furnished by the e-Tenderer:**
The successful e-Tenderer would be required to submit the followings for approval before commencement of installation.

i. Technical submittal/ catalogue / brochures of all equipment of Electrical installations to Engineering -In-Charge. Only after approval of such approval, e-Tenderer should place order for equipment and bring it to site.
ii. All general arrangement drawings.
iii. Complete layout dimensions for every unit/group of units with dimensions required for erection purposes.
iv. Any other drawing/information not specifically/mentioned above but deemed to be necessary for the job by the contractor.

20. **Completion Plan & Test Certificate for Electrical Installations : -**
The layout of all the installation for all services with proper dimensions, shall be finalized in consultation with the Engineer in charge or his representative and the lay out shall be got approved by the Engineer in charge before start of the work.

Contractor shall submit completion plan/ Electrical drawings in triplicate before finalisation of bill. Failing which recovery @2.5% subject to maximum of Rs. 25000/- shall be made from final bill. Test certificate for the work carried out shall also be submitted and failing which recovery @1% maximum of Rs.1500/- shall be made from final bill.

21. **Extent of work :**
a) The work shall comprise of entire labour including supervision and all materials necessary to make a complete installation and such tests and adjustments and commissioning as may be required by the department. The term complete installation shall not only mean major items of the plant and equipment covered by specifications but all incidental sundry components necessary for complete execution and satisfactory performance of installation with all layout charts whether or not those have been mentioned in details in the e-Tender document in connection with this contract.
b) Minor building works necessary for installation of equipment, foundation, making of opening in walls or in floor and restoring to their original conditions, finish and necessary grouting etc. as required.
c) Maintenance during defect liability period by providing spares of original manufacturer.
d) Any item required for completion of the work but left in-advertantly shall be executed with-in the quoted rates.

22. The work shall be carried out in engineering like manner. The bad workmanship will not be accepted and defects shall be rectified at contractor's cost of the satisfaction of the **authority, NITA**. The programme of electrical works are to be co-ordinated in accordance with the building work and no claim for idle labour will stipulated in the e-Tender, electrical work shall have to be completed along with completion of civil work.

23. **Works to be done by the contractor**
Unless otherwise mentioned in the e-Tender documents, the following works shall be done by the contractor and therefore, their cost shall be deemed to be included in their e-Tendered cost- whether specifically indicated in the schedule of work or not: -

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i) Suspenders, brackets and floor/wall supports for suspending/ supporting cable tray etc.
ii) Sealing of all floor slab/wall openings provided by the Department or made by the contractor for laying of pipes & cables from fire safety points of view.
iii) Painting of all exposed metal surfaces of equipments and components appropriate colour as per relevant part of bid document.
iv) Making opening in the minor wall/floors/slabs or modifications in the existing openings wherever provided for cable/cable tray etc. Opening in the slab/retaining walls/brick wall etc. shall be made by means of core cutting machines only.
v) Making good all damages caused to the structure during installation and restoring the same to their original finish.
vi) Approval from Local Body as may be required as per local bye-laws. (The contractor's responsibility shall be limited to the work executed by him.)

24. **Inspection and testing of material for Electrical installation /work:**

a) The **authority, NITA** or his authorized representative may inspect any material at manufacturers" works and may witness routine tests as per relevant Indian Standard Specifications or other relevant specifications at manufacturers" works. Main items like Electrical panels, etc shall be offered for inspection at manufacturer's site.
b) The **authority, NITA** may wave off the inspection at his discretion and allow for dispatch of the items. But the responsibility of the correctness of the item lies with the contractor and also should be got checked at site by the **authority, NITA** or his authorized representative.
c) The contractor shall give in writing advance notice to the **authority, NITA** and arrange for such inspection / presence for testing at manufacturer's work. The TA/DA etc. of the departmental personnel who will be deputed to witness the tests etc. shall be borne by the Department. The authority, NITA or his authorized representatives shall have, at all the reasonable times, access to the contractors premises or works or other works where manufacturing / fabrication shall be done and shall have the power, at all reasonable times, to inspect and examine the materials and workmanship during its manufacture or fabrication.
d) Inspection of imported materials at foreign works shall however not be carried out by the department. These materials shall be inspected and tested at site. Manufacturers" original test certificates and document of import / shipment should be provided to the department along with the materials without which no payment should be made to the contractor.
e) The contractor shall arrange for all the materials and labour required in connection with inspection of equipment or for any testing to be carried out at his works / manufacturers" works or at site of installation. Notice of such inspection / presence for testing shall be given by the contractor to the Estate Engineer at least fifteen days in advance. Notwithstanding approval for such tests / inspection of equipment / components by the Engineer-in charge or his authorized representative, the contractor shall be required to perform site tests as desired by the Estate Engineer and prove the correctness of ratings and performance of equipment / components and materials supplied and / or installed by him as per contract specifications and conditions at his own cost.
f) The Estate Engineer reserves the right to reject any equipment / machinery / material, be found not comply with contract specifications or its performance is not satisfactory on tests after installation, within the warranty period.
g) Final inspection and testing will be done by the Estate Engineer or his representative as per details to be indicated by the Estate Engineer. It shall be the responsibility of the contractor to get the installation inspected and passed by the local authorities concerned, as may be required by the local bye laws. The contractor will extend all help including test facilities to the representatives of the local bodies. In case the contractor fails to make desired facilities available during inspection, the department reserves the right to provide the same at the risk and cost of the contractor. The observation of the local authorities will be promptly attended by the contractor. The installation will be accepted by the department only after receiving clearance from the local bodies / fire authorities. The inspection charges livable by the local / statutory authorities for the inspection shall however, be borne by the department.
h) Copies of all documents of routine and type test certificates of the equipment, carried out at the manufacturers premises shall be furnished to the Estate Engineer and consignee.
i) Even ISI marked materials shall be subjected to quality test at the discretion of the Estate Engineer besides testing of other materials as per the specifications described for the item/material. Whenever ISI marked materials are brought to the site of work; the contractor shall, if required by the Estate Engineer, furnish manufacturers test certificates to establish that the materials procured by the contractor for incorporation in the work satisfy the provisions of IS codes relevant to the material and/or the work done.
j) Materials and equipment to be used in the work shall be inspected by the departmental officers. Such inspection will be of following categories:
   i. Inspection of materials / equipment to be witnessed at the Manufacturer's premises in accordance with relevant BIS / Agreement Inspection Procedure.
   ii. To receive materials at site with Manufacturer's Test Certificate(s)
   iii. To inspect materials at the authorized dealer's godown to ensure delivery of genuine materials at site.

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iv. To receive materials after physical inspection at site.

k) Final Inspection and testing will be done by the Estate Engineer or his representative as per specification and CPWD General Specifications as applicable.

l) After completion of Electrical installation work in all respect the contractor shall offer testing installation.

m) Adequate care to ensure that only tested and genuine materials of proper quality are used in work shall be ensured by firm. The firm shall ensure that:

n) Material will be ordered & delivered at site only with the prior approval of the E-I-C to ensure timely delivery.

Compliance with Regulations and Indian standards.

I. All works shall be carried out in accordance with relevant regulation, both statutory and those specified by the Indian Standards related to the works covered by this specification. In particular, the equipment and installation will comply with the following:

i) Factories Act.

ii) Indian Electricity Rules.

I) I.S. & B.S. Standards as applicable.

iv) Workmen's Compensation Act.

v) Statutory norms prescribed by local bodies.

II. Nothing in this specification shall be construed to relieve the successful e-Tenderer of his responsibility for the design, manufacture and installation of the equipment with all accessories in accordance with currently applicable statutory regulations and safety codes.

III. Successful e-Tenderer shall arrange for compliance with statutory provisions of safety regulations and departmental requirements of safety codes in respect of labour employed on the work by the e-Tenderer.

25. **Indemnity:**

The successful e-Tenderer shall at all times indemnify the department, consequent on this works contract. The successful e-Tenderer shall be liable, in accordance with the Indian Law and Regulations for any accident occurring due to any cause and the department shall not be responsible for any accident or damage incurred or claims arising there from during the period of erection, construction and putting into operation the equipment and ancillary equipment under the supervision of the successful e-Tenderer in so far as the latter is responsible. The successful e-Tenderer shall also provide all insurance including third party insurance as may be necessary to cover the risk. No extra payment would be made to the successful e-Tenderer due to the above.

26. **Erection Tools:**

No tools and tackles either for unloading or for shifting the equipment for erection purposes would be made available by the department. The successful e-Tenderer shall make his own arrangement for all these facilities.

28.**Cooperation with other agencies:**

The successful e-Tenderer shall co-ordinate with other contractors and agencies engaged in the construction of building, if any, and exchange freely all technical information so as to make the execution of this works contract smooth. No remuneration should be claimed from the department for such technical cooperation. If any unreasonable hindrance is caused to other agencies and any completed portion of the work has to be dismantled and re-done for want of cooperation and coordination by the successful e-Tenderer during the course of work, such expenditure incurred will be recovered from the successful e-Tenderer if the restoration work to the original condition or specification of the dismantled portion of the work was not undertaken by the successful e-Tenderer himself.

29. **Insurance and Storage of material for Electrical component of work:**

All consignments are to be duly insured up to the destination from warehouse to warehouse at the cost of the supplier. The insurance covers shall be valid till the equipment is handed over duly installed, tested and commissioned.

Before commencing the execution of work, the Contractor shall, without in any way limiting his obligations and liabilities, insure at his own cost and expense against any damage or loss or injury, which may be caused to any person or property, at site of work. Also, he shall indemnify the Department from any liability during the execution of the work. Further, he shall obtain and submit to the Estate Engineer, a third party insurance policy for maximum Rs.10 lakh for each accident, with the Estate Engineer as the first beneficiary. The insurance shall be obtained in joint names of

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Estate Engineer and the Contractor (who shall be second beneficiary). The contractor shall also be required to obtain Workman compensation policy as per labour (all category) deployment and as per rule.

30. **Verification of correctness of Equipment of electrical work at Destination:**

The materials shall be procured only from the manufacturers and their authorized dealers and documentary proof for such procurement and supply shall be produced by the contractor. The contractor shall have to produce all the relevant records to certify that the genuine equipment from the manufacturers has been supplied and erected. The department reserves the right to send such materials to the manufacturers / authorized test laboratory to verify the genuineness and quality of the product. The Contractor shall submit all documentary details in fulfillment of this conditions regarding procurement of materials. Contractor shall preserve the copies of invoices, test certificates; gate passes etc. to prove the genuineness of material/purchases from manufacturer or authorized dealers which are used at site as per agreement.

31. Painting:

All equipment works shall be painted at the works before dispatch to the site.

32. Maintenance during warranty period:

a) Sufficient trained and experienced staff shall be made available to meet any exigency of work attend the complaint during the guarantee period of one year from the handing over of the installation.

b) The maintenance, routine as well as preventive for **one year** from the date of taking over the installation as per manufacturer's recommendation shall be carried out and the record of the same shall have to be maintained. Nothing extra shall be paid on this account.

33. Interpreting Specifications for Electrical Installation work:

In the case of discrepancy between the schedule of Quantities, the Specifications and/ or the Drawings, the following order of preference shall be observed:-

(i) Description of Schedule of Quantities.

(ii) Technical Specifications and Additional Conditions

(iii) CPWD Specifications.

(iv) Indian Standard Specifications of B.I.S.

(iv) Drawings if any.

In case of discrepancy among the specifications/conditions as mentioned above, precedence given in 'General Conditions of Contract for Central PWD Works' shall be followed.

34. The Contractor(s) shall take all precautions to avoid accidents by exhibiting necessary caution boards day and night, speed limit boards, red flags, red lights and providing barriers. He shall be responsible for all damages and accidents caused to existing/new work due to negligence on his part. No hindrances shall be caused to traffic during the execution of the work. In case of any accident of labours/ contractual staff's the entire responsibility will rest on the part of the contractor and any compensation under such circumstances if becomes payable the same shall be entirely born by the contractor and department shall have no role on this account.

35. The Contractor(s) shall take instructions from the Estate Engineer regarding collection and stacking of materials at any place. No excavated earth or building rubbish shall be stacked on areas where other buildings, roads, services and compound walls are to be constructed. However if any change is required, the same shall be done with the approval of Estate Engineer & no extra payment shall be made on this account.

36. The Main contractor shall be responsible for the watch and ward of the site /property/ material provided by him for electrical work/ installation and materials issued by the department against pilferage and breakage during the period of execution and thereafter till the work is completed and physically handed over to the department. He should make his own arrangement for proper watch and ward at his risk and cost. No claim will be entertained on this account.

37. The work shall be carried out in engineering like manner and bad workmanship shall be rejected summarily. For redoing the job, no claim of the contractor shall be entertained on this account.

38. The contractor shall ensure quality construction in a planned and time bound manner. Any sub-standard material or work beyond set out tolerance limits shall be summarily rejected by the Estate Engineer.

39. The work is to be carried out in accordance with the plans. The contractor shall have to engage well experienced

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skilled labour and deploy modern T&P and other equipment to execute the work. However, the contractor will be bound to carry out the work with minor deviation over the plan supplied if desired by the Estate Engineer of the work.

40. The Main contractor or his authorized representative shall sign the site order book and comply with the remarks entered therein by the representative of the Department.

41. The contractor will ensure that all the skilled persons managed / deployed for executing the electrical work **possess wireman license issued by approved authorities**, otherwise he will not be permitted to execute the work. Also, consequences arising due to the default of the contractor to comply with this condition would be contractor's responsibility only.

1.0 SPECIAL CONDITIONS

GENERAL

1.1 The Contractors are advised to inspect and examine the site and its surroundings and satisfy themselves with the nature of site, the means of access to the site, the constraints of space for stacking material / machinery, labour etc. constraints put by local regulations, if any, weather conditions at site, general ground / subsoil conditions etc. or any other circumstances which may affect or influence their e-Tender The Contractor shall carry out survey of the work area, at his own cost, setting out the layout and fixing of alignment of the building as per architectural and Structural drawings in consultation with the Engineer-in-Charge. Any discrepancy between the architectural drawings and actual layout at site shall be brought to the notice of the Engineer-in-charge. It shall be responsibility of the Contractor to ensure correct setting out of alignment. Nothing extra shall be payable on this account. No claims, whatsoever, shall be entertained at a later date for any errors found, on plea that the information supplied by the Department in the e-Tender is insufficient or is at variance with the actual site conditions.

1.2 The Contractor shall, if required by him, before submission of the e-Tender, inspect the drawings in the Office of the Executive Engineer concerned Department shall not bear any responsibility for the lack of knowledge and also the consequences, thereof to the Contractor. The information and data shown in the drawings and mentioned in the e-Tender documents have been furnished, in good faith, for general information and guidance only. The Engineer-in-Charge, in no case, shall be held responsible for the accuracy thereof and/or interpretations or conclusions drawn there from by the Contractor and all consequences shall be borne by the Contractor. No claim, whatsoever, shall be entertained from the Contractor, if the data or information furnished in e-Tender document is different or in-correct otherwise or actual working drawings are at variance with the drawings available for inspection or attached to the e-Tender documents. It is presumed that the Contractor shall satisfy himself for all possible contingencies, incidental charges, wastages, bottlenecks etc. likely during execution of work and acts of coordination, which may be required between different agencies. Nothing extra shall be payable on this account.

1.3 The nomenclature of the item given in the schedule of quantities gives in general of the work content but is not exhaustive i.e. does not mention all the incidental works required to be carried out for complete execution of the item of work. The work shall be carried out, all in accordance with true intent and meaning of the specifications and the drawings taken together, regardless of whether the same may or may not be particularly shown on the drawings and/or described in the specifications, provided that the same can be reasonably inferred there from may be several incidental works, which are not mentioned in the nomenclature of each item but will be necessary to complete the item in all respect. All these incidental works / costs which are not mentioned in item nomenclature but are necessary to complete the item shall be deemed to have been included in the rates quoted by the contractor for various items in the schedule of quantities. No adjustment of rates shall be made for any variation in quantum of incidental works due to variation / change in actual working drawings. Also, no adjustment of rates shall be made due to any change in incidental works or any other deviation in such element of work (which is incidental to the items of work and are necessary to complete such items in all respects) on account of the directions of Engineer-in-Charge. Nothing extra shall be payable on this account.

1.4 The contractor(s) shall give to the local body, police and other authorities all necessary notices etc. that may be required by law and obtain all requisite licenses for temporary obstructions, enclosures etc. and pay all fee, taxes and charges which may be leviable on account of these operations in executing the contract. He shall make good any damage to the adjoining property whether public or private and shall supply and maintain lights either for illumination or for cautioning the public at night.

1.5 The contractor(s) shall execute the work simultaneously at all sites. He has to establish site office alongwith all necessary arrangements at all sites simultaneously.

1.6 The contractor(s) shall cordon off the area suitably so that the other buildings/ offices remains functional during execution of the work.

1.7 Staff/labour shall be deployed for each site of work independently by the contractor.

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1.44 **RESPONSIBILITY**

(i) He shall protect and indemnify the Department / CPWD and its officials & employees against any claim and /or liability arising out of violations of any such laws, ordinances, orders, decrees, by himself or by his employees or his authorized representatives. Nothing extra shall be payable on these accounts.

(ii) The fee payable to statutory authorities for obtaining the various permanent service connections and Building Use Certificate for the building shall be borne by the CPWD.

(iii) The Contractor shall assume all liability, financial or otherwise in connection with this contract and shall protect and indemnify the Department from any and all damages and claims that may arise on any account. The Contractor shall indemnify the Department against all claims in respect of patent rights, royalties, design, trademarks- of name or other protected rights, damages to adjacent buildings, roads or members of public, in course of execution of work or any other reasons whatsoever, and shall himself defend all actions arising from such claims and shall indemnify the Department in all respect from such actions, costs and expenses. Nothing extra shall be payable on this account.

1.46 **SUPERVISION OF WORK**

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

1.49 **SAFETY PRACTICES**

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

ii) SIGN BOARDS: The Contractor shall provide and erect a display board of size and shape as required and paint over it, in a legible and workman like manner, the details about the salient features of the project, as required by the Engineer-in-Charge. The Contractor shall fabricate and put up a sign board in an approved location and to an approved design indicating name of the project, Client/Owner, Engineer-in-charges, Structural Consultants, Department etc. besides providing space for names of other Contractors, Sub-Contractors and specialized agencies within 15 days from issue of award letter. Nothing extra shall be payable on this account. In case of non compliance/delay in compliance in this, a penalty @ Rs. 500/- per day will be imposed which will be recovered from the immediate next R/A Bill of the Contractor.

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

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

1.53 **TEMPORARY WATER/ ELECTRICITY/ TELEPHONE CONNECTION**

(i) Arrangement of temporary telephone connection, water and electricity required by Contractor, shall be made by him at his own cost and also necessary permissions shall be obtained by him directly from concerned authorities, under intimation to the Department. Also, all initial cost and running charges, and security deposit, if any, in this regard shall be borne by him. The Contractor shall abide by all the rules/ bye

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laws applicable in this regard and he shall be solely responsible for any penalty on account of violation of any of the rules/byelaws in this regard. Nothing extra shall be payable on this account.

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

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

1.54 CLEANLINESS OF SITE

i) The Contractor shall not stack building material/malba/muck on the land or road of the local municipal authority or on the land owned by the others, as the case may be. So the muck, rubbish etc. shall be removed periodically as directed by the Engineer-in-Charge, from the site of work to the approved dumping grounds as per the local byelaws and regulations of the concerned authorities and all necessary permissions in this regard from the local bodies shall be obtained by the Contractor. Nothing extra shall be payable on this account. In case, the Contractor is found stacking the building material/malba as stated above, the Contractor shall be liable to pay the stacking charges/penalty as may be levied by the local body or any other authority and also to face penal action as per the rules, regulations and bye-laws of such body or authority. The Engineer –in-Charge shall be at liberty to recover, such sums due but not paid to the concerned authorities on the above counts, from any sums due to the Contractor including amount of the Security Deposit and performance guarantee in respect of this contract agreement.

ii) The contractor shall take instructions from the Engineer-In-Charge regarding collection and stacking of materials at any place. No excavated earth or building rubbish shall be stacked on areas where other buildings, roads, services and compound walls are to be constructed.

iii) The site of work shall be always kept clean due to constraints of space and to avoid any nuisance to the users of buildings in the adjacent plots. The Contractor shall take all care to prevent any water- logging at site. The waste water, slush etc. shall not be allowed to be collected at site. It may be directly pumped into the creek with prior approval of the concerned authorities. For discharge into public drainage system, necessary permission shall be obtained from relevant authorities after paying the necessary charges, if any, directly to the authorities. The work shall be carried out in such a way that the area is kept clean and tidy. All the fees/charges in this regard shall be borne by the Contractor. Nothing extra shall be payable on this account.

1.56 FINAL TESTING OF THE INSTALLATION

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

1.59 DEALING WITH INCONSISTENT RATES

i) The Contractors shall quote same rates for the identical items which may inadvertently appear in more than one place if different rates are quoted by the e-Tenderers for such identical items, the same shall be rationalized by considering the lowest quoted rate for such items, for evaluation and acceptance of e-Tender.

ii) Wherever any reference to any Indian Standards occurs in the documents relating to this contract, the same shall be inclusive of all amendments issued thereto or revisions thereof, if any, up to the date of receipt of e-Tender.

iii) Unless otherwise specified in the schedule of quantities, the rates for all items of work shall be considered, as inclusive of pumping out or bailing out water, if required throughout the construction period for which no

extra payment shall be made. This shall also include water encountered from any source such as rains, floods, sub soil water table being high and/or due to any other cause whatsoever.

iv) All stone aggregate and stone ballast shall be of hard stone variety to be obtained from approved quarries.

v) Coarse sand should be obtained from approved sources. The same shall be clean and sharp angular grit type. The coarse sand shall be screened before using, if required. If the sand brought to site is dirty, it must be washed in clean water to bring the sand to the required specifications. Nothing extra shall be payable on this account.

vi) The rates for all items of work, shall unless clearly specified otherwise, include cost of all operations and all inputs of labour, material, T & P, scaffolding, wastages, watch and ward, other inputs, all incidental charges, all taxes, cess, GST, duties, levies etc. required for execution of the work.

1.62 Training of the Personnel

The contractor shall arrange at no extra cost to the Department to train two persons from the department and two person from the client PNB. The contractor shall arrange this training from well qualified and experience personnel for at least seven days.

1.64 Recording of Hindrance & Maintenance of Hindrance Register –

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

ii) The following points shall be kept in mind while entering the hindrances in the Hindrance Register:

a) The entry of date of start of hindrance and date of removal of hindrance shall be made on the same day as the hindrance takes place or the cause of the hindrance is removed, respectively.

b) The Executive Engineer shall work out the over lapping period, net if hindrance and of each hindrance within 15 days of removal of the cause of hindrance. For work outside headquarters, this shall be done as and when he visits the site.

c) The items of work affected due to any hindrance shall be clearly mentioned in the Hindrance Register by the Assistant Engineer, and the weightage shall be allowed on this basis.

d) Each hindrance shall be entered in the hindrance Register, which shall be authenticated by the Executive Engineer and Contractor.

e) The hindrance on part of contractor shall also to be entered in the Hindrance Register.

f) The hindrance shall be recorded carefully in the Hindrance Register after considering its effect on completion of work.

g) Review of hindrance register shall be compulsory in division office by EE and AAO at the time of payment of each Running Account Bill and final bill and certificate shall be recorded that all up to date hindrances on part of department and contractor have been recorded in the hindrance register.

h) The net delay on part of department or contractor shall be worked out after considering all the hindrances recorded in the hindrance register.

i) The authority shall review the hindrance Register whenever he visits site of work.

1.65 Safety, Health and Environment

Over and above the provisions made in CPWD Safety Code (part of latest General Conditions of contract for CPWD works) the following will also be applicable:

In respect of all workmen directly or indirectly employed in the work for the performance of the contractor's part of this agreement, the contractor shall at his expense arrange for the safety provisions as per Indian Standard Safety codes shown below and shall at his own expense provide for all facilities in connection there with. In case the contractor fails to make arrangement and provide necessary facilities, he shall be liable to pay compensations prescribed under Workmen's Compensation Act 1923 as amended from time to time for each default and in addition the Engineer-in-charge shall be at liberty to make arrangement and provide facilities as aforesaid and recover the cost incurred on that behalf from the contractor, and no claims what so ever shall be entertained.

Details regarding some special provisions to be followed by contractor are as follows:

FOR ALL E & M COMPONENTS

1. The applicant should either himself meet the eligibility conditions for the respective E&M components or otherwise he will have to associate with agencies, fulfilling the eligibility requirements and the consent letter from at least **One** eligible Associate Agency of the respective components of E&M work shall also be submitted as per attached **Proforma.**

In case the main contractor is himself eligible (as per eligibility criteria) for executing any specific minor component and intends doing the job himself, he may not be required to associate with another agency for that minor component of work. In such cases the main contractor also has to submit the documents as per eligibility criteria mentioned for associated agency of individual E&M component.

2. The main e-Tenderer have to submit the following documents for association of electrical contractor within 30 days of award of work or 15 days before start of electrical related work whichever is earlier.

(i) In support of the eligibility conditions of the proposed associated electrical contractor, copy of their registration documents, Electrical Contractor's License, PAN Card, GST Registration and **verifiable work completion certificates** duly attested by the applicants (Main Contractor) shall be submitted to the concerned(Minor Component in–charge) Estate Engineer, NIT Agartala, for deciding the eligibility.

(ii) Estate Engineer, NIT Agartala, will give approval for associating within 7 days after receipt of proposal from major contractor, if submitted documents are found in order.

3. Thereafter, the main contractor will have to submit AGREEMENT signed with the approved associated agency for minor component. The AGREEMENT shall be signed by both the parties" i.e. main contractor as 1st party and associated electrical contractor as 2nd party for all electrical and mechanical components and submit the same within 7 days of receipt of approval from Estate Engineer, NIT Agartala or before start of Electrical component of work, whichever is earlier.

4. The main contractor has to enter into agreement with contractor associated by him for execution of minor component. Copy of such agreement shall be submitted to Estate Engineer, NIT Agartala.

5. In the event of the concerned E&M agency (Associated agency) is not performing satisfactorily or failure of associate contractor to complete the E&M work, the main contractor on written directions of the department, shall remove the associate agency deployed on the work and shall submit name of new associate agency who fulfill the conditions mentioned in NIT to execute the left over work without any loss of time or variation in cost to the department. Such associate shall also give an undertaking along with the main e-Tenderer that both of them shall stand guarantee for the equipments already supplied for which payment has been released by the Department, in part. If any equipment supplied for the work, during the currency of the earlier Associate contractor and paidpartly by the Dept., becomes redundant /not in a position to be installed and commissioned and put to beneficial use due to change in agency for execution of E&M work, the main contractor shall be liable for replacement of the equipment(s) at no cost to Department. No change of Electrical Contractor will be allowed without prior approval of the Estate Engineer, NIT Agartala of the work.

6. Materials for all E & M works shall be procured only from the original equipment manufacturers/ authorized dealers of OEM. The contractor shall submit all documentary details in fulfillment of this conditions regarding procurement of materials including relevant test certificates.

7. Estate Engineer, NIT Agartala shall be the Engineer-in-charge as far as electrical works are concerned. Separate e-Tender schedule abbreviated CPWD-7 and Special Conditions for Electrical Work are appended with this e-Tender. It will be obligatory on the part of the contractor/e-Tenderer to sign the e-Tender documents for all the component parts.

8. The main contractor shall be responsible and liable for proper and complete execution of the Electrical and Mechanical component of works and ensure coordination and completion of both civil and electrical work.

9. The associate contractor along with main contractor or his representative shall attend the inspection of the work by the Engineer-in-Charge of E&M works as and when required.

10. **All LED bulbs/LED fittings shall be guaranteed for a period of 5 years. 50% of the performance Guarantee shall be refunded to the contractor soon after completion of the work and recording of the completion certificate. 50% of the performance Guarantee shall be retained as Security Deposit. 50% of the performance Guarantee shall be retained as Security Deposit plus 2.5% Security Deposit already deducted from running bills (Total 2.5 +2.5= 5%) shall be refund year wise proportionately.**

11. **For components of E&M works, the eligibility criteria will be as detailed below:**

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Sl. No.	Component of E & M works	Eligibility
1	Providing Internal Electrical Installations & compound lightings and Pump set.	The contractor enlisted for eligible class in **composite** category in CPWD for execution of this Sub head of work, possessing valid Electrical Contractor License.
2	Sub Station Work	The main contractor shall have to associate with agency fulfilling the following eligibility criteria processing valid electrical license issued by competent authority having successfully completed during last seven years ending up to previous day of last date of submission of e-Tender as given below with completion certificate issued by an officer not below the rank of Executive Engineer or equivalent duly attested. Three similar completed works each of value not less than 40% of Estimated cost put to e-Tender with capacity of individual transformer being 80% of individual capacity (rounded off to next available higher capacity) of the transformer proposed in the NIT. or Two similar completed works each of value not less than 60% of Estimated cost put to e-Tender with capacity of individual transformer being 80% of individual capacity (rounded off to next available higher capacity) of the transformer proposed in the NIT or One similar completed work of value not less than 80% of Estimated cost put to e-Tender with capacity of individual transformer being 80% of individual capacity (rounded off to next available higher capacity) of the transformer proposed in the NIT Similar work shall mean "SITC of substation."
3	Providing Fire Alarm System	The main contractor shall have to associate with agency fulfilling the following eligibility criteria having successfully completed during last seven years ending up to previous day of last date of submission of e-Tender as given below with completion certificate issued by an officer not below the rank of Executive Engineer or equivalent duly attested. Three similar completed works each of value not less than 40% of Estimated cost put to e-Tender

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		or Two similar completed works each of value not less than 60% of Estimated cost put to e-Tender or One similar completed work of value not less than 80% of Estimated cost put to e-Tender Similar work shall mean "SITC of Fire Alarm System"
4	Providing Fire Fighting System.	The main contractor shall have to associate with agency fulfilling the following eligibility criteria having successfully completed during last seven years ending up to previous day of last date of submission of e-Tender as given below with completion certificate issued by an officer not below the rank of Executive Engineer or equivalent duly attested. Three similar completed works each of value not less than 40% of Estimated cost put to e-Tender or
		Two similar completed works each of value not less than 60% of Estimated cost put to e-Tender or One similar completed work of value not less than 80% of Estimated cost put to e-Tender. Similar work shall mean "SITC of Fire Fighting System (Water based)."
5	Providing of DG Set	The main contractor shall have to associate with agency fulfilling the following eligibility criteria processing valid electrical license issued by competent authority having successfully completed during last seven years ending up to previous day of last date of submission of e-Tender as given below with completion certificate issued by an officer not below the rank of Executive Engineer or equivalent duly attested. Three similar completed works each of value not less than 40% of Estimated cost put to e-Tender with capacity of individual DG set being 80% of individual capacity (rounded off to next available higher capacity) of the DG set proposed in the NIT.

		or Two similar completed works each of value not less than 60% of Estimated cost put to e-Tender with capacity of individual DG set being 80% of individual capacity (rounded off to next available higher capacity) of the DG set proposed in the NIT or One similar completed work of value not less than 80% of Estimated cost put to e-Tender with capacity of individual DG set being 80% of individual capacity (rounded off to next available higher capacity) of the DG set proposed in the NIT Similar work shall mean "SITC of DG set."

However, the Composite category contractor shall also be eligible to carry out himself without associating any specialized agency (For above Sl. No.-2, 3, 4 &5 Components) provided:

(a) He fulfills the prescribed eligibility criteria respectively for this work.

or

(b) He directly procures the equipment of approved make from manufacturer and gets it installed from authorized agency/ service provider of the manufacturer/ specialized agency, all as per the eligibility criteria mentioned as above.

Note: The value of executed works shall be brought to current level by enhancing the actual value of work at simple rate of 7% per annum calculated from the date of completion to last date of receipt of application for e-Tender

12. If the main contractor fails to associate with agencies for execution of minor components of work within 30 days of award of work OR 15 days before start of minor component of work whichever is earlier or furnishes incomplete details or furnishes details of ineligible agencies even after the giving sufficient opportunity, the entire scope of such component of work shall be withdrawn from the main agency and the same shall be got executed by the Engineer-in –Charge at the risk and cost of the main agency.

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PARTICULAR SPECIFICATION

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ADDITIONAL CONDITIONS FOR SUBSTATION

TECHNICAL SPECIFICATIONS FOR DRY TYPE TRANSFORMER

1.0 GENERAL

This section covers the detailed requirements regarding supply, installation, testing, commissioning and handing over of dry type cast resin transformers as per schedule of quantities required for the sub-station.

The equipments and work shall conform to General Specifications for electrical works of CPWD (Part – I, II, IV) as amended up to date, BSI /IEC and relevant Indian Electricity rules, Indian Electricity Act 1910 and other relevant regulations with statutory regulation and safety codes that is related to the work.

2.0 CLIMATE & SITE CONDITIONS

The equipments supplied shall be suitable for satisfactory performance for the rated capacity at all weather conditions in summer, monsoon and winter at Delhi as under: -

(a) Altitude : less than 1000 mtr.

(b) Max. ambient air temp : 50°C

(c) Max. daily average ambient air temp : 40°C
(d) Max. yearly weighted average ambient temp : 32°C

(e) Min. yearly weighted average ambient temp : -5°C

(f) Temp. rise at the above conditions :
(g) By resistance method : 55°C (Max. temp. being 95°C)

(h) By Thermometer : 50°

Detailed technical specifications for the equipments and installation are indicated hereunder:-

3.0 SPECIFICATIONS OF INDOOR DRY TYPE POWER TRANSFORMER

3.1 General Construction.

The transformers shall comply with the following Indian Standards as amended upto date :

(i) IS 11171:1985 Dry type power transformers

(ii) IS 10028 (Part II & III) – Installation and Maintenance of Transformers.

(iii) IS 2099 – Bushing

(iv) IS 2705 – Current Transformers

3.2 CONSTRUCTIONAL FEATURES

All the MS parts shall be either hot dipped galvanized or cold galvanized to make them corrosion free. The core shall be made up of high grade low loss cold rolled grain oriented silicon steel. Both low & high voltage windings shall be made of copper conductor. The class of winding insulation shall correspond to class 'F'. the construction of the windings of the transformer shall be such that no creepage path is found even in dusty & corrosive ambient conditions. The core coil assembly shall be housed in a pre-fabricated enclosure. The enclosure shall be fabricated with mild steel CRCA sheets with adequate provision for ventilation. The enclosure shall undergo the seven tank

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process. Finally the external and internal surfaces of the enclosure shall be powder coated with the required paint shade.

3.3 **GENERAL REQUIREMENT**

The transformer shall be indoor type. Unless otherwise specified the transformer in addition shall have thermal and dynamic ability to withstand external short-circuit as per clause 9 of IS 2026 (Part I) 1977 and clause 5 of IS 11171 – 1985.

3.4 **CAPACITY AND RATING :**

200 KVA continuous rating irrespective of tapping position.

3.5 Indoor transformer shall be suitable for IP-23 protection.

3.6 **Temperature Rise**

The reference ambient temperatures assumed for the purpose of this specification are as follows :

(a) Maximum ambient air temperature 50° C.

(b) Maximum daily average ambient air temperature 40° C.

(c) Maximum yearly weighted average ambient temperature 32° C.
(d) Minimum yearly weighted average ambient temperature (-) 5° C.

(e) Class of insulation 'F'.

The temperature rise limit at the above conditions and at the altitude not exceeding 1000 meters shall be specified.

3.7 **TAP CHANGING DEVICE**

The transformer shall be provided with an off load tap changing links or tap switch having tapping range of +5% to -7.5% in 2.5 % steps on HV side so as to give a constant output voltage at LV side.

3.8 Terminal Markings Connections: Relevant provisions of IS: 2026 (Part-IV - 1977 shall be applicable.

3.9 **Voltage Ratio:** The transformer shall be suitable for a voltage ratio of 11 KV/433 V.

3.10 **Vector Group:** Vector group shall be Dy 11. In case of step down transformers, the winding connections shall conform to vector group Dy 11 unless otherwise specified.

3.11 **Cooling:** Transformer cooling shall be air and naturally cooled (AN)

3.12 **Accessories:** The transformer shall be with enclosure. HV side shall have cable end box suitable for termination of 185 Sq.mm. XLPE 11 KV grade cable and the MV side shall be suitable for termination of 240 Sq.mm. XLPE 1.1 KV grade cable.

3.13 **FITTINGS:** The transformer shall be complete with the following fittings :-

a) Off load type tap changing link or tap switch.

b) Lifting lugs for all transformers.

c) Bi-directional / Unidirectional rollers to be specified.
d) Rating diagram and terminal marking plate for transformer.

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e) Additional neutral separately brought out on a bushing for earthing for transformer.

f) Earth terminals (2 nos.) for body earthing for transformer.

g) Surge arrester on HT side on each phase.
h) Limit switch on HT side of door enclosure.

J) Inspection cover for off circuit links.

K) Necessary hardware, clamps, lugs etc. for termination on HV/MV etc. for all transformers.

3.14 RATING PLATES

A rating plate of weather proof material bearing the data specified in clause 8 of IS: 11171-1985.

3.15 JOINTS AND GASKETS

All gasket used for making gas tight joints shall be of proven material.

3.16 TESTS

3.16.1 TESTS AT WORKS

All routine and other test prescribed in IS 11171 : 1985 shall be carried out at the manufacturer's works before the dispatch of the transformer in the presence of inspecting officer. Copies of the test certificates shall be furnished to the department. In addition to the prescribed routine tests, temperature rise test shall be invariably done on one transformer of each design. A copy of the impulse test certificate done on the same type/design of the transformer shall be furnished in accordance with IS 11171 : 1985 for purpose of record. If no impulse test was done in an earlier unit of the same design and type, one transformer will be subjected to impulse test in consultation with inspector at the firm's cost.

Copies of the certificates of type test for short circuit shall be supplied to the department.

3.16.2 TESTS AT SITE

In addition to tests at manufacturer's premises, all relevant pre-commissioning checks and tests conforming to IS code of practice no. 10028 shall be done before energization. The following tests are to be particularly done before cable jointing or connecting up the bus bar trunking:

a) Insulation test between HV to MV with a 5000 volts megger.
b) Insulation test between MV to earth with 500 volts megger.

c) Winding resistance of all the windings on all tap positions.

3.17 INSTALLATION AND COMMISSIONING

The transformer shall be installed in accordance with IS: 10028-Code of practice for installation and maintenance of transformer. Necessary support channel shall be grouted in the flooring.

(i) The transformer shall be moved to its location and shall be correctly positioned. Transformer wheels shall be either locked or provided with wheel stoppers.

(ii) Wiring of devices shall be carried out as per drawings. Earthing of neutral and body of the transformer shall be done in accordance with section 7 of these specification.

(iii) All devices shall be checked for satisfactory operation.

(iv) All test specified in 3.16 of these specifications shall be carried out by the contractor in the presence of inspecting officer / consignee free of cost.

3.18 **PRE BID CONFERENCE**

It is proposed to hold a pre-bid conference with the prospective e-Tenderers to enable them to seek clarification on the technical specification and in e-Tender documents that they may consider necessary for submission of e-Tender (technical bid & price bid). All clarifications sought for will be finalized during the pre-bid conference will be circulated among all e-Tenderers who have been issued the e-Tender documents irrespective of the fact they have attended the pre-bid conference or not. The date and time of pre-bid conference will be informed to the e-Tenderers at the time of issue of the e-Tender. It is upto the prospective e-Tenderers to take part in the pre-bid conference. Non-attendance of pre-bid conference dose not debars the prospective e-Tenderer from participating & submission of e-Tender. No separate pre-bid conference will be conduit for the firms who do not attend the pre-bid conference on the date & time fixed for the purpose.

4 TECHNICAL SPECIFICATIONS OF MV / LT PANELS

Scope

This Section covers the detailed requirements of medium voltage switch Panel for 433V, 3 phase 50 Hz 4 wire system. All switchgears shall be fully rated at an ambient of 40° C.

4.1 Type of Panel

The medium voltage switch board panel shall comprise of anyone of the following types of switchgears or combination thereof as specified.

a) Air Circuit breakers draw out or fixed type.

b) Switch Disconnect or Fuse Units fixed type, MCCBs of suitable Ics ratings. MCCBs shall invariably be Current Limiting type. Features like Double Break, Positive Isolation functions shall be preferred.

The Panel shall be indoor type having incoming section ligation and outgoing switchgears as specified. The design shall be cubical type. The degree of enclosure protection shall be **IP** 42 as per IS: 13947 (Part-I).

5 M. V. Panel

5.1 General Construction

The switchboard shall be floor mounted free standing totally enclosed and extensible type. The switch board shall be dust & vermin proof and shall be suitable for the climate conditions as specified. The design shall include all provisions for safety of operation and maintenance personnel. The general construction shall conform to IS: 8623/1993 for factory assembled switch board.

5.2 Cubical Type Panels

5.2.1 Cubical type panels shall be fabricated out of sheet steel not less than 2.0 mm thick. Wherever necessary, such sheet steel members shall be stiffened by angle iron frame work. General construction shall employ the principle of compartmentalization and segregation for each circuit. Unless otherwise approved, incomer and bus section panels

or sections shall be separate and independent and shall not be mixed with sections required for feeders. Each section of the rear accessible type panel shall have hinged access doors at the rear. Overall height of the panel shall not exceed 2.4 meters. Operating levers, handle etc. of highest unit shall not be higher than 1.7 meters.

Multi-tier mounting of feeder is permissible. The general arrangement for multi tier construction shall be such that the horizontal tiers formed present a pleasing and aesthetic look. The general arrangement shall be approved before fabrication. Cable entries for various feeders shall be either from top or bottom. Through cable alleys located in between two circuit sections, either in the rear or in the front of the panel. All cable terminations shall be through gland plates. There shall be separate gland plate for each cable entry so that there will not be dislocation of already wired circuits when new feeders are added. Cable entry plates shall therefore be sectionalized. The construction shall include necessary cable supports for clamping the cable in the cable alley or rear cable chamber.

Cubicle panels with more than 1000 Amps BUS shall be made of tested structural modular sections.

5.2.2 Bus Bar and Connections

The bus bars shall be of Copper of high conductivity electrolytic quality and of adequate section. Current density shall not exceed 160 amps for Copper /sq. cm. The bus bar system may comprise of a system of main horizontal bus bars and ancillary vertical bus bars run in bus bar alleys on either side of which the circuit could be arranged with front access cable entries. In the case of rear access, horizontal bus system shall run suitably either at the top or bottom. All connections to individual circuits from the bus bar shall preferably be solid connections; however flexible connections shall also be permitted as per recommendations of the Panel Manufacturer. All bus bars and connections shall be suitably sleeved I insulated in approved manner.

5.2.3 Incomer / Termination

Incomer termination shall be suitable for receiving bus trunking / underground cables. Cable terminations shall invariably be through terminal blocks (Polyamide or superior) or brought out solid terminals.

5.2.4 Instruments

All voltmeters and ammeters shall be flush mounted of size minimum 96 mm conforming to class 1.5 of IS:1248 for accuracy. All voltmeters shall be protected with MCR

5.2.5 Indicating Lamps

On all the incomers of M.V panels, ON/OFF indicating LED lamps shall be provided and shall be suitable for operation on AC supply. Phase indicating LED lamps shall be associated with necessary ON/OFF toggle switch.

5.2.6 Small Wiring

All small wiring for Controls, Indication etc. shall be of with suitable FRLS/HFFR (halogen free fire retardant) copper conductor cables. Wiring shall be suitably protected within switch board. Runs of wires shall be neatly bunched, suitably supported and clamped. Means shall be provided for easy identifications of the wires. Where wires are drawn through steel conduits, the works shall conform to CPWD General Specifications for Electrical works (Part 1- Internal) - 2005 and IS: 732 as the case may be. Identification ferrules shall be used at both ends of the wires. All control wiring meant for external connections are to be brought out of terminal board.

OPERATIONAL REQUIREMENTS

The indoor type MV panel shall conform to the following:

a) The panel shall comprise of incomers, outgoing feeders and bus coupler as specified. The incomer shall be either a double break / contact repulsion MCCB or an Air Circuit Breaker. The bus coupler shall be either a circuit breaker or a double break / contact repulsion MCCB or switch disconnector fuse unit as specified. The outgoing feeders shall be circuit breakers/MCCBs as specified.

b) Bus bars for phase and neutral shall have a rating as per specifications.

c) The entire switch panel shall be cubical type generally conforming to IS: 86231-1993 for factory assembled switch board.

d) The incomer panel shall be suitable for receiving bus trunking or MV cable of size specified either from top or from bottom.

e) The entire panel shall have a common earth bar of size as specified with two terminals for earth connections.

6 Rating and Requirements

6.1 **Switch Disconnector Fuse Units /MCCB:**

6.1.1 Switch Disconnector Fuse Units: All SDF units for feeders or outgoing circuits shall be suitable for a Breaking capacity of 80 KA (57 MV A 433V) capacity at 433V 3 phase 50 Hz AC system conforming to IS: 4064. The number of units and rated current shall be as per detailed requirements specified. Switch Disconnector Fuse unit shall be double break front operated type. The units shall be complete with following:

a) Necessary HRC cartridge fuses conforming to IS:9224 (part-II).

b) Necessary operating mechanism quick break make type.

c) Necessary set of CTs together with an ammeter and selector switch as specified.

d) Necessary interconnections to bus bars.

e) Necessary neutral link inside the SDF unit.

f) All SDF units shall be AC23A utilization category.

6.2.2 MCCB : All MCCBs shall be current limiting type with features of load line reversibility and suitable for Horizontal / Vertical mounting without any derating. Beyond 300Amps capacity MCCBs shall have positive isolation and preferably double break I contact repulsion & double insulation features. The MCCBs shall invariably be used with terminal spreaders. For all MCCBs, Ics= Icu.

6.3 **TESTS** AT MANUFACTURERS WORK

All routine tests shall be carried out and test certificates produced to the department.

7 . **INSTALLATION, TESTING & COMMISSIONING**

7.1 The installation work shall cover assembly of various sections of the panels lining up, grouting the units etc. In the case of multiple panel switch boards after connecting up the bus bars etc., all joints shall be insulated with necessary insulation tape or approved insulation compound. A common earth bar as per section 7 of these specifications shall be run inside at the back of switch panel connecting all the sections for connection to frame earth system. All protection and other small wirings for indication etc. shall be completed before calibration and commissioning checks are commenced. All relays, meters etc. shall be mounted and connected with appropriate wiring.

7.2 Commissioning checks and tests shall include all wiring checks and checking up of connections. Relay adjustment/setting shall be done before commissioning in addition to routine Megger tests. Checks and tests shall include the following:

a) Operation checks and lubrication of all moving parts.

b) Interlock function checks.

c) Continuity checks of wiring, fuses etc. as required.

d) Insulation test: When measured with 500V Megger the insulation resistance shall not be less than 100 mega ohms.

e) Trip tests and protection gear test.

7.3 **Statutory Approvals**

All statutory approvals for commencement to commissioning of substation equipments shall be obtained by the Contractor from the Local authority (If required). However the Department shall provide all necessary assistance for providing documents, drawings and certificates pertaining to other contractors, as may be required. The Department shall reimburse the statutory fees paid in connection with the approval of installation of substation equipments.

CONTRACTOR

For and on behalf of NIT Agartala

ADDITIONAL CONDITIONS FOR FIRE FIGHTING SYSTEM

The work shall be executed as per CPWD General specification for Electrical Works Part-V (Wet Riser & Sprinkler Systems) 2006 amended upto date, Part-I Internal 2005, Part-II External 1994 IE rules, Indian Standards, as per Rules of NBC 2016 & all the amendment issued upto date and as per directions of Estate Engineer. These technical specifications are to be read in conjunction with above and in case of any variations; the specification given in the e-Tender shall be applicable.

1. In case any item/items or part of these is not covered under these specifications the same shall be carried out as per relevant CPWD specification and NFPA-12 & 72
2. The make(s) of the material to be used shall be as per list of approved make attached. For items not covered in the above clauses, the work shall be carried out as per instructions of the Estate Engineer before using the material at site. Samples of material shall be got approved from Estate Engineer before using the material at site.
3. **Statutory Approvals**
   All statutory approvals for commencement to commissioning of Fire Fighting System shall be obtained by the Contractor from the Chief Fire Officer (If Required). However the Department shall provide all necessary assistance for providing documents, drawings and certificates pertaining to other contractors, as may be required. The Department shall reimburse the statutory fees paid in connection with the approval of installation of Fire Fighting System.

ADDITIONAL CONDITIONS FOR FIRE ALARM SYSTEM

1. The work shall be executed as per CPWD General specification for Electrical Works Part-VI (Fire Detection And Alarm System) 2018 amended upto date, Part-I Internal 2005, Part-II External 1994 IE rules, Indian Standards, as per Rules of NBC 2016 & all the amendment issued upto date and as per directions of Estate Engineer. These technical specifications are to be read in conjunction with above and in case of any variations; the specification given in the e-Tender shall be applicable.
2. In case any item/items or part of these is not covered under these specifications the same shall be carried out as per relevant CPWD specification and NFPA-12 & 72
3. Public address system equipment should be matching / synchronized with PA system equipment. As far as possible equipment of Fire Alarm system / PA system shall be of single make.
4. **Statutory Approvals**
   All statutory approvals for commencement to commissioning of fire alarm system shall be obtained by the Contractor from the Chief Fire Officer (If required). However the Department shall provide all necessary assistance for providing documents, drawings and certificates pertaining to other contractors, as may be required. The Department shall reimburse the statutory fees paid in connection with the approval of installation of fire alarm system

ADDITIONAL CONDITIONS FOR DG SET

1. TECHNICAL SPECIFICATIONS FOR DG Set

The work shall be carried out as per CPWD General Specifications for Electrical Works (PartVII- DG Sets) 2013 as amended upto date and CPWD General Specifications of Electrical Works Part-I & Part II, as amended upto date, relevant IE rules, and as per directions of Engineer-in Charge.

The DG set should comply with the latest CPCB Norms for exhaust emission level and noise pollution level.

CONTRACTOR

For and on behalf of NIT Agartala

ADDITIONAL CONDITIONS FOR HIGH MAST

I. TECHNICAL SPECIFICATIONS FOR HIGH MAST

1. Mast shall be continuously tapered multifaceted and polygonal cross section. Foundation shall be as per detailed specification of the manufacturer
2. One or 2 sections having suitable sectional length with slip joints between sections without any circumpherencial welding. Mast shall be constructed with S 355 grade GI sheet with plate thickness of 3 mm thickness and Top dia 150 mm and Bottom dia 360 mm .The base plate size shall be minimum 520 mm dia. And 25 mm thickness.
3. The mast shall withstand a wind speed of minimum 180 km/ H
4. It should have Double drum winch with separate handle for manual operation of winch with a torque limiting device. Raising/lowering type lantern carriage designed to carry 08 nos luminaries, control assemble with weather proof cover. Internal single power tool (electrical) for lowering & raising of high mast with separate manually operated system shall be provided. The motor shall be minimum 0.75 HP capacity
5. Necessary suitable length for lowering & rising of lantern carriage of stainless steel wire ropes of 7/19 construction (with minimum 6 mm dia).
6. Hinged service door in base section shall be provided with earthing terminal. Size of opening and door at base : 1050 x 225 mm
7. Lightening conductor finial made of 25 mm dia 300 mm long GI tube having single prong and LED type single dome aviation obstruction light shall be provided.
8. Intergal single power tool (electrical) for lowering & raising of high mast with separate manually operated system.
9. Anchor plate, templates foundation bolts manufactured from special steel along with nuts washers etc.
10. The size of trailing cable shall be FRLS PVC insulated copper conductor 5 core 2.5 sq. mm. cable. Wiring of luminaries with 1.5 sq mm FRLS PVC insulated copper conductor cables etc. complete as required.

CONTRACTOR

For and on behalf of NIT Agartala

ADDITIONAL CONDITIONS FOR WIRING

1. DISTRIBUTION BOARDS.

Distribution Board shall be standard type as per the CPWD specifications. All distribution boards shall be of three phase (415 Volts) or single phase (240 volts) type with incoming isolator or MCB as in Schedule of quantities. Distribution boards shall contain plug in or bolted type miniature circuit breaker mounted on busbars. Miniature circuit breakers shall be quick make and quick break type with trip free mechanism. MCB shall have thermal and magnetic short circuit protection. MCB shall conform with IS 8828-1978. Neutral busbars shall be provided with the same number of terminals as there are single ways on the board, in addition to the terminals for incoming mains. An earth bar of similar size as the neutral bar shall also be provided. Phase barrier shall be fitted and all live parts shall be screened from the front. Ample clearance shall be provided between all live metal and the earth case and adequate space for all incoming 13 and outgoing cables. All distribution board enclosures shall have an etched zinc base stove painted followed by synthetic stoved enamel, colour light gray. A circuit identification card in clear plastic cover shall be provided for each distribution board. Miniature Circuit Breakers for lighting circuits shall be of "L" series where as 'G' series MCB's shall be invariably used for motor loads, halogen lamps fitting, sodium/mercury discharge lamps and for all power circuits. All miniature circuit breakers shall be of 9 KA rated rupturing capacity. . 3.04

2. SURFACE CONDUIT.

Conduit pipes shall be fixed by heavy gauge saddles, secured to suitable wood plugs or other approved plugs with screws in an approved manner at an interval of not more than one meter but on either side of the couplers or bends or similar fittings, saddles shall be fixed at a distance of 30cm from the center of such fittings. The saddles should not be less than 24 gauge for conduits upto 25 mm dia and not less than 20 gauge for larger diameter conduits. The corresponding widths shall be 19 mm & 25 mm. Where conduit pipes are to be laid along the trusses, steel joint etc. the same shall be secured by means of special clamps made of MS. Where as it is not possible to drill holes in the trusses members suitable clamps with bolts and nuts shall be used. For 25 mm diameter conduit width of clip shall be 19mm and of 20 SWG. For conduit of 32 mm and above, width of clip shall be 25mm and of 18 SWG. Where conduit pipes are to be laid above false ceiling, either conduit pipes shall be clamp to false ceiling frame work or suspended with suitable supports from the ceiling slab. For conduit pipe run along with wall, the conduit pipe shall be clamped to wall above false ceiling in uniform pattern with special clamps if required to be approved by the Engineer-In-Charge at site.

3. RECESS/CONCEALED CONDUIT.

The chase in the wall shall be neatly made and of ample dimensions to permit the conduit to be fixed in the manner desired. In the case of building under construction, conduit shall be buried in the wall before plastering and shall be finished neatly after erection of conduit. Incase of exposed brick/rubble masonry work, special care shall be taken to fix the conduit and accessories in position along with the building work. Entire work of chasing the wall, fixing the conduit in chases, and burring the conduit in mortor before plastering shall form part of point wiring work. 14 The conduit pipe shall be fixed by means of staples or by means of saddles not more than 60cm apart or by any other approved means of fixing. Fixing of standard bends and elbows shall be avoided as far as practicable and all curves maintained by bending the conduit pipe itself with the long radius which shall permit easy drawing in of conductors. Suitable inspection boxes to the barest minimum requirements shall be provided to permit periodical inspection and of facilitate replacement of wires, if necessary. These shall be mounted flush with the wall. Suitable ventilating holes shall be provided in the inspection box covers. Wherever the length of conduit run is more than 10 meters, then circular junction box shall be provided. 3.06 OUTLET BOXES & COVERS. The switch box shall be made of metal on all sides except on the front. Boxes shall be hot dip galvanised mild steel. Upto 20 x 30 cm size M.S. box shall have wall thickness of 18 SWG and MS boxes above 20 x 30 cm size shall be of 16 SWG. The metallic boxes shall be painted with anticorrosive paint before erection. Clear depth of the box shall not be less than 60mm. All fitting shall be fitted in flush pattern. Phenolic laminated sheet of approved shade shall be used for switch box covers. These shall be of 3 mm thick synthetic phenolic resin bonded laminated sheet as base material and conform to grade P-I of IS: 2036-1994.

4. ERECTION AND EARTHING OF CONDUITS.

The conduit if used metallic of each circuit or section shall be completed before conductors are drawn in. The entire system of conduit after erection shall be tested for mechanical and electrical continuity throughout and permanently connected to earth conforming to the requirement by means of special approved type of earthing clamp effectively fastened to conduit pipe in a workmen like manner for a perfect continuity between the earth and conduit. Gas, water pipe shall not be used as earth medium.

5. SWITCHES.

All 5 and 15 Amp switches shall be piano type of 240 volts A.C. grade. All switches shall be fixed on 3 mm thick laminated sheet cover. All 5 Amp socket shall be 5 pin type. All 15 Amp socket shall be 6 pin type suitable for 15/5 Amp. All switches, sockets, telephone outlets, etc. shall be in off white finish. The switches controlling the lights or fans shall be connected to

CONTRACTOR

For and on behalf of NIT Agartala

the phase wire of the circuit. Switches shall be located at 1200 mm above finished floor level unless otherwise indicated on drawings. In dean ,professor and lecturers rooms switches and socket outlets shall be modular type in modular metal box as per BOQ.

6. FLUSH COVER PLATE.

All switches, sockets, telephone outlets etc. shall be fixed on 3 mm thick phenolic laminated sheet cover unless otherwise called for in drawing or BOQ. Flush cover plate shall be secured to the box with counter sunk brass screws & cup washers.

7. WALL SOCKET PLATE.

All 5 and 15 Amp socket outlet shall be 5 and 6 pin respectively. Each outlet shall have a switch located beside the socket preferably on the same flush cover plate. The earth terminal of the socket shall be connected to the earth wire.

8. WIRING.

All PVC insulated stranded copper conductor wires shall conform to relevant IS Codes. Cable conductor size and material shall be specified in BOQ. All internal wiring shall be carried out with PVC insulated FRLS wires of 650/1100 volts grade. The circuit wiring for points shall be carried out in looping in system and no joint shall be allowed in the length of the conductors. Circuit wiring shall be laid in separate conduit originating from distribution board to switch board for light/fan. A light/fan switch board may have more than one circuit but shall have to be of same phase. Looping circuit wiring shall be drawn in same conduit as for point wiring. Each circuit shall have a separate neutral wire. Neutral looping shall be carried out from point to point or in light/fan switch boards. A separate earth wire shall be provided alongwith circuit wiring for each circuit. For point wiring red colour wire shall be used for phase and black colour wire for neutral. Circuit wiring shall be carried out with red, yellow or blue colour PVC insulated wire for RYB phase wire respectively and black colour PVC insulated wire for the neutral wires. Bare copper wire shall be used as earth continuity conductor and shall be drawn alongwith other wires. No wire shall be drawn into any conduit until all work of any nature, that may cause injury to wire is completed. Care shall be taken in pulling the wires so that no damage occurs to the insulation of the wire. Before the wires are drawn into the conduit, the conduits shall be thoroughly cleaned of moisture, dust and dirt. Drawing and jointing of copper conductor wires and cables shall be as per CPWD specifications.

9. MAINS AND SUBMAINS.

Mains and sub-main cable where called for shall be of the rated capacity and approved make. Every main and sub-main shall be 17 drawn into an independent adequate size conduit. Adequate size draw boxes shall be provided at convenient locations to facilitate easy drawings of the sub-main & main cables. Cost of junction box/drawn box is deemed to be included in the rates of sub main wiring. As independent earth wire of proper rating shall be provided for every sub-main. Single phase sub main shall have single earth wire whereas three phase sub main shall be provided with two earth wire. The earth wire of proper rating shall be fixed to conduits by means of suitable M.S. clips at not more than 1000 mm distance. Where mains and sub-mains cables are connected to the switchgear, sufficient extra lengths of sub main and mains cable shall be provided to facilitate easy connections and maintenance. For termination of cables creeping type cable socket/lugs shall be provided. Same color code as for circuit wiring shall be followed.

10. LOAD BALANCING

Balancing of circuits in three phase installation shall be planned before the commencement of wiring and shall be strictly adhered to.

11. COLOUR CODE FOR CIRCUIT & SUBMAIN WIRING.

Colour code for circuit and submain wiring installation shall be Red, Yellow, Blue for three phases. Black for neutral and yellow/green or green only for earth in case of insulated earth wire

CONTRACTOR

For and on behalf of NIT Agartala

TECHNICAL SPECIFICATIONS FOR ELECTRICAL WORK /INSTALLATION

1. All the works shall be carried out as per CPWD General Specifications for Electrical Works Part-I (Internal) 2013 & Part-II (External) 1994 Electricity Act, 1910 and Indian Electricity Rules, 1956 amended up to date.

2. **General requirements of components:**
   2.1. The MCB should be of same make as that of MCB DBs.
   2.2. The fan box cover shall be made from thick phenolic laminated sheet cover as per CPWD specification.
   2.3. The metallic junction boxes & looping boxes shall be covered with approved makes of phenolic laminated sheet. For telephone, television & fire alarm system shall be provided at all the floors within scope of work without any extra cost as per requirement & layout approved by Engineer- in-charge.

3. **Ratings of components:**
   All components in a wiring installation shall be of appropriate ratings of voltage, current and frequency, as required at the respective sections of the electrical installations in which they are used.

4. The laying of conduit in roof will be done properly and with due care and coordination with other agencies. The contractor shall keep a close watch on civil work and maintain proper coordination among all other discipline so that the laying of electrical conduit on roof slab is done as soon as the roof shuttering is ready.

5. The layout and orientation of conduit in roof slab as well as that in wall and position of DBs, switch boxes and fittings shall be finalized in consultation with the Estate Engineer or his authorized representative and as per drawings approved by the department, the conduit layout drawings are to be submitted by the contractor as per the site feasibility. Sizes of the conduits shall be as per the CPWD specification. When any deviation from the drawing is required, the same shall be finalized in consultation with the Estate Engineer or his authorized representatives.

6. The decision of the Estate Engineer is final. The wires / cables used for point wiring, circuit wiring, sub-main wiring, power wiring and other wirings shall be done by FRLS grade PVC insulated copper conductor single core cable of 1100 V grade and of makes as specified in the list of accepted makes of materials. All the wires should be terminated to the switch box / DB / MCB etc. by crimping with suitable size tinned copper lugs, unless the wire is single stranded. Nothing extra shall be paid on this account.

7. Changes / revisions incorporated by the civil wing in the construction and / or modification done in the drawings shall have to be co-related and decision of the Estate Engineer should be obtained in case of any change. Junction boxes / pull through boxes of appropriate size shall be provided wherever required within the quoted rates. However, the length of conduit will be measured on linear basis wherever specified for linear measurements, including the length of box. Where more than one conduit is laid side by side, instead of small junction boxes for each conduit one composite / common junction box shall be used within the quoted rates. Hidden / concealed items and earthing work shall be done in the presence of the Estate Engineer of the work or his authorized representative only.

8. The contractor shall give due notice for such work in advance to the department. The wireman / electrician engaged shall possess valid electrical workman permit in appropriate category as per prevailing rules. Recess type fittings which shall have to be fixed in false ceiling in recess, if any, shall be hanged from the real ceiling by conduit / GI wire or chain as required for which nothing extra shall be paid.

9. Wires to be terminated up to the fittings through the steel conduit / PVC flexible conduit as required. The extended portion shall be deemed to be included in the point wiring, nothing extra shall be paid. The GA drawing showing layout of the main board, allied equipment, if any, shall be got approved by the contractor from the Estate Engineer before fabrication and execution.

10. The contractor shall have to furnish the insulation test report, earth test report, along with all required details of electrical load on the prescribed Performa for the electric connection from the supply company. The contractor shall submit the completion certificates and completion plan as per clause 1.26 of General specification for Electrical work (Part-I Internal)-2013.

11. The chases in wall shall be done by chase cutting machines, for which the contractor shall arrange adequate numbers of chase cutting machines i.e. chase cutters for cutting chases in wall etc. for laying of conduit within the scope of work within the quoted rates.

12. Unless otherwise single sided signage is specifically requisitioned by the Estate Engineer, the LED type electric signage shall be of both sided type. The signage shall be with battery backup for 2 hours. The inscription shall be as to be decided by the client / Engineer in charge. The photo luminescent signage may have to be installed on wall / in recess or to be hanged from ceiling. In case of hanging from ceiling, suitable anti-corrosive steel chains should be used for hanging the signage. Electrical connection to the signage shall be done by 2 x 1.5 sq.mm copper conductor single core FRLS PVC cable to be drawn with PVC sleeve / PVC flexible conduit as deemed fit.

13. The connections of switches, sensors, earthing conductors & interconnections cables shall be made by adequate rating thimbles of approved standard makes only and nothing extra on this account shall be paid. If not complied, recovery shall be made @ Rs.50/ point / MCB. During lying of conduit, Fish wire shall be drawing into conduit without any extra cost. If not complied, recovery shall be made @ Rs.50/ point / MCB.

14. Modular type switches / sockets / telephone outlets / TV sockets are to be provided wherever indicated in the items. The same shall be of only one make. The modular plates of switches, sockets, telephone & TV sockets etc. shall be

in two parts i.e. plates with **metal base frames** within quoted rates. Switch with power point will be with **On/Off indicating lamp**.

15. **Metal double door DB shall have minimum IK 9 protection.** Agency will submit technical submittal for same.
16. Adequate care to ensure that only tested and genuine materials of proper quality are used in work shall be ensured by firm.
17. Similarly, for fabricated equipment, the contractor will first submit dimensional detailed drawings for approval before fabrication is taken up in the factory. Suitable stage inspection at factory also will be made to ensure proper use of materials, workmanship and quality control.
18. The contractor shall give a trial run of Electrical Installation/ machinery for establishing its capability to achieve the specifications within laid down tolerances to the satisfaction of the Estate Engineer.
19. **Provisions for services and proper planned of electrical work:-**
The main contractor shall make provision such recesses, holes, openings, etc., as may be required for the electric, air conditioning and other related works. The main contractor has also to fix inserts, sleeves, brackets, conduits, base plates, insert plates, clamps etc. if any at the time of casting of concrete, stone work & brick work. These inserts, sleeves, brackets, conduits, base plates, insert plates, clamps etc. shall be arranged by the contractor and shall be paid accordingly if these are not the part of equipment for which it is being provided.
20. The contractor shall ensure quality construction in a planned and time bound manner. Any substandard material or work which is not within permissible tolerance limits shall be summarily rejected by the Estate Engineer.
21. The contractor shall make sample of installation using all approved materials, for approval of Estate Engineer before commencement of execution of mass scale work.
22. Check nuts shall be provided while terminating the M.S. conduits in switch board boxes for which nothing extra shall be paid.
23. All distribution boards shall be marked with circuits controlling the rooms/area/SDB controlled (preferable PVC Stickers). For noncompliance recovery shall be made @ Rs. 1000/- per DB.
24. Contractor will not provide any ceiling rose/connector/looping box etc. wherever false ceiling is being provided. The point wiring in that case will be extended up to the false ceiling level with suitable size connector and Flexible metal conduit. The wire from the end point up to the fixture shall be considered to be included in the point wiring. Nothing extra shall be paid for the same.
25. In electrical installation, only rigid conduits shall be used. Wherever providing of rigid conduits is not possible, flexible conduit pipe shall be provided for drawing/running the wires. However, such arrangement has to be kept minimum and only with the prior approval of Estate Engineer or his authorized representative.
26. Earthing and all items of work that cannot be checked later on are to be got approved from Estate Engineer or his authorized representative before proceeding further.
27. The contractor shall follow the shortest route for circuits, sub main, point wiring etc.
28. To facilitate drawing GI fish wire shall be provided along with laying of recessed conduit. Nothing extra shall be paid on this account.
29. All hardware items such as screws, thimbles, connectors, earth / neutral terminals, wires etc. which are essentially required for completing any item as per specifications will be deemed to have been included in the item even when the same have not been specifically mentioned.
30. All hardware material such as nuts / bolts / screws / washers etc. to be used in the work for switches shall be zinc / cadmium plated iron. The galvanized boxes of modular switch / sockets etc. shall be of the same make as of switch / socket etc.
31. All earthing material (plate, strip, wire) should be hot dip galvanized as. All concealed works and earthing shall have to be done in the presence of Estate Engineer or his authorized representative.
32. While laying conduit, suitable minimum number of junction boxes shall be left for pulling the wires. These shall be placed in such a way that the same do not remain noticeable.
33. The ceiling roses wherever required to be provided are included in the scope of work without extra payment and the same shall also be of modular type & of the same make as that of switches & sockets along with earthing provision.
34. The main contractor and his associate has to go through the site order book regularly and has to sign the same by authorized representative and carryout the instructions recorded therein by various officers of the department.
35. **All MCCB for outdoor panels shall have rotating operating handle. For Indoor panel, MCCB above 100 Amp rating shall have rotating operating handle.**
36. <u>CONTROL PANNEL</u> :
    i. The power and control panel shall be fabricated out of sheet steel totally enclosed, free standing floor mounted /wall hanging cubicle type and front operated. All connections shall be accessible from the front. It shall be preferably made in cubicle sections, such as incomer, main pump, pressurization pumps and diesel fire pump control etc. so that there is no mix up of power and control wiring and connections in the same sections and as far as possible segregated except where they have to come together on a unit such as relay,

contactor etc. Sheet steel used shall not be less that 2.0 mm thick. Front doors shall be hinged type. All indication lamps, Instruments, meters etc. shall be flush mounted in the front.

ii. Before manufacturing of electrical panel Contractor will panel drawing for approval.

iii. All live part of panel shall be well protected from direct contact after opening of panel.

iv. Panel should fulfill required IP protection.

v. All MCCB compartment will have name plate indicating its rating and space for location name.

vi. Earth strip terminal shall be provided on both side of panels.

CONTRACTOR

For and on behalf of NIT Agartala

LIST OF PREFERRED MAKES OF MATERIALS FOR ELECTRICAL WORK

The materials of first/standard quality from the following preferred makes are to be used. In case it is established that the brands specified below are not available in the market, contractor shall submit alternative proposal for the approval of Engineer-in-Charge.

The contractor shall provide the materials as per the Make or Brand indicated below. The contractor shall obtain the approval of Engineer-in-Charge for the alterative brands, before the actual execution of items.

A. General Materials.

Sr. No.	Product	Make
1.	FRLS PVC Insulated copper conductor cable – ISI marked	RR Kabel/ Havells / Finolex/ Anchor/ KEI/Polycab/L&T/ Mescab/ Crompton
2.	PVC Conduits and accessories (ISI marked)	Avon Plast/ Precision/ Sudhakar/ Diamond/ AKG/ Bajaj plast/ Finolex
3.	Steel Conduit (ISI marked)	BEC/ RM CON/Bharat/ Gupta/ NIC
4.	MCB DBs/ Industrial Socket outlets/ MCBs/RCCBs	Legrand/Siemens /Hager/ Schneider Electric/ L&T /Indo Asian/ Havells/ Mescab/ Crompton
5.	MCCBs	Legrand/Siemens /Hager/ Schneider Electric/ L&T/Indo Asian/ Havells/ Mescab/ Crompton
6.	Co-axial TV Cable	RR Kabel/ Havells / Finolex/ Anchor/ KEI/Polycab
7.	Telephone Cable	RR Kabel/ Havells / Finolex/ Anchor/ KEI/Polycab
8.	Motor Starter	ABB/ BCH/ GE/ L&T/ Siemens/Havells/GE
9.	Contactors/ Timers	GE/ L&T/ Siemens/ Schneider Electric/ Havells
10.	Cat-6 LAN cable	D-link/Finolex/ Systimax/ D-G Link/Poly Cab
11.	Modular Switches / Sockets / TV Socket / Telephone sockets / Data sockets / Electronic Regulators etc.	Legrand / MK /Crabtree (Havells)/ Panasonic/ Schneider /Anchor/Havells/L&T/GE
12.	Ceiling rose	Antex/ Leader/ Emperor/ Anchor/L&T/Havells/GE
13.	PVC batten/ Angle Holders	Aristo/ Antex/ Prakash / Kinjal/ Anchor/L&T/Havells/GE
14.	Ceiling fans,Wall Fans	Crompton Greaves/ Orient / Bajaj / Usha/Havells
15.	Exhaust fans	Crompton Greaves/ Usha / Orient/ Bajaj/ Usha/Havells
16.	LT panels	CPRI Approved manufacturer
17.	LED Light Fixtures	Philips/ Havells/ Crompton/ Wipro

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For and on behalf of NIT Agartala

Sr. No.	Product	Make
18.	Loop-in, Loop-out Street light boxes	Hensel/Sintex/Supreme/Devi Polymers Sontay
20.	GI octagonal poles	Bajaj/Philips/AD Pole & High Mast/Skipper/J K Poles & Pipes/Jindal Power Corporation/ Chennai Poles
21.	G.I. pipes	TATA/JINDAL/ZENITH
22.	HDPE Pipe (ISI Marked)	Sudhakar/Supreme/REX/Finolex/Kelvin/Prince
23.	GM Valves (ISI marked)	Leader/ Zoloto/ Deepak/Kirloskar
24.	Water Supply pumpsets	Kirloskar/KSB/Texmo
25.	Transformers	Kappa/L&T/Gilbert/AE
26.	Instrument meters/ Selector switches	Rishab/Kaycee/ProkDevices/Conzerv/Secure/ AE/ Salzar/BCH
27.	Indication lamps and push buttons	BCH/L&T/Telemecanique/Siemens/ Vaishnav/ Emco/ Kaycee
28.	1.1KV grade Aluminium &Copper conductor, XLPE insulated armoured UG Cables	Universal/CCI/Nicco/Havells/Gloster/RPG/ Polycab/Finolex
29.	Fire Extinguishers	Cease fire/ Safex/ Agni/ Minimax
30.	Submersible Pump set	Kirolkar Model-KOS/335 KSB/ Texmo
31	Disc Insulator/ Pin Insulator	Aditya Birla/ Reliance Potteries/ J.k. Shah
32	ACSR Conductors	Deora/ Satyashree balaji/ K.M/ Arrow Cable.
33	G.I Wire	Bansal/ Omkamal/ National Wire
34	Steel tubular pole	Utkarsh/ subham/ Bansal
35	Aluminium lugs	Dowells/ Havells/ Schneider
36	Busbar, Main switch	Havells/L&T/ABB/C&S

All other items shall be of ISI marked/as per approved sample kept at site of work.

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For and on behalf of NIT Agartala

TECHNICAL SPECIFICATIONS

1. **This document shall be read in conjunction with the other e-Tendering Documents.**
2. **The work shall be carried according to the description of the Item(s) in the Bill of quantities attached in Part-I.**

Electrical Works:-

CPWD General Specifications (Latest Edition) for Electrical Works(Part-I, Internal) ,(Part-II, External) with Correction Slips upto date of receipt of e-Tender.

All installations shall comply with the requirements of Indian Electricity Rules, 1956 and Indian Electricity Act-1910 as amended upto date, and bye-laws of Tripura Electricity Department or any other concerned Department with Latest Edition of receipt of e-Tender.

SPECIAL CONDITION

1. Before submitting the e-Tender, the e-Tenderers are to satisfy themselves by actual visit to site, regarding availability of labour and materials and site conditions and any claim of the e-Tenderer after submission of e-Tender shall not be entertained afterwards in respect of non-availability of labour, materials and site conditions.
2. During the period, prior to the handing over of the work complete in all respects to the Engineer-In-Charge, damages to the work, if any, is to be made good by the contractor at his own cost and noting extra will be paid.
3. The contractor shall be responsible for the true and prefect setting out of the work and correctness of the position, level, and dimensions of all parts of the work. If at any time during the progress of the work shall any error arise in the position, level, or dimensions of any part of the work, etc. the contractor shall be liable to rectify or change as directed by the Engineer-In-Charge at his own cost and risk.
4. The work, which does not conform to specification, must be struck down and rejected materials removed from the site of works as directed by the Engineer-in-Charge.

CONTRACTOR

For and on behalf of NIT Agartala

VOLUME – II

BILL OF QUANTITIES

CONTRACTOR

For and on behalf of NIT Agartala

SCHEDULE -A

Date_____

To

The Registrar,

NIT, Agartala, West Tripura

Authorized address for communication:-

Telephone nos:-

Mobile Nos:-
Fax no:-

Email ID:-

Name of Work: Repairing/ installation of Light in the RNT Hostel Premises at NIT Agartala.

1. I/WE offer to execute the work(s) described above and remedy any defects therein with conditions of the contract, specifications, drawings, Bill of quantities and Addenda for

a. ~~For **Item rate** Contract Rs.....~~
_____ _____ _____ (in words)

b. For **Percentage Rate** contract @_____ % (in figure)

1. I/ WE undertake to commence the work(s) on receiving the notice to proceed with work in accordance with the contract documents.
2. This e-Tender and your written acceptance of it shall constitute a binding contract between us. I understand that you are not bound to accept the lowest or any e-Tender you receive.

I/WE hereby confirm that this e-Tender complies with the e-Tender validity and earnest money required by the e-Tendering documents and specified in NIT.

Authorized Signature_____

Name and Title of Signatory_____

Name of the E-Tenderer_____

Address_____

CONTRACTOR

For and on behalf of NIT Agartala

BILL OF QUANTITIES

PREAMBLE

1. The Bill of quantity shall be read in conjunction with the instruction to E-Tenderer, conditions of contract, Specifications and drawings.

2.1 For the construction works, the quantities given in the Schedule of quantities are estimated, and are given to provide a common basis for e-Tendering. The basis of payment will be the actual quantities of the work ordered and carried out, as measured and verified by the Engineer and valued.

a. At the rates and prices e-Tendered in the Schedule of quantities in the case of Percentage rate e-Tender; and
b. At percentage rate above or below or at par of the schedule of rates as e-Tendered by the contractor.

2.2 The rates and prices e-Tendered in the priced bill of quantities shall, except in so far as it is otherwise provided under the contract, include all constructional plant, labour, supervision, materials, erection, maintenance, insurance, profit, taxes and duties, together with all general risks, liabilities and obligations, etc. set out in the contract.

Note:-Unless otherwise mentioned latest CPWD works Manual, General Condition of Contract (GCC), GFR and Manual for Procurement shall be followed for settlement of any issues.

CONTRACTOR

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Bill of Quantity

Name of Work: Repairing/ installation of Light in the RNT Hostel Premises at NIT Agartala.

Sl No.	Description	Qnty.	Unit	Rate (Rs.)	Amount (Rs.)
1	Supply, installation, testing & commissioning of 5.0 mtr. long 240 mm dia G.I pole having single arm bracket of length 1.0 mtr. suitable to fix on top of the pole and reducer (if required) including 50 Watt LED IP66 Street light Set having base plate of size minimum 250X250X12mm with connection box including fixing of 6A, SPMCB, providing and grouting 4 nos. 450 mm long foundation bolt in cement concrete 1:2:4 (1 cement : 2 coarse sand : 4 stone agregate 40 mm nominal size) foundation (during casting) with nuts and washers & 2 nos. HDPF bend pipe of suitable length & dia, including providing connection with 3X1.5 sq.mm FRLS PVC insulated copper conductor single core cable from pole loop box to fitting etc. as required.	39	Each	13000.00	507000.00
2	Supply, installation, testing & commissioning of single arm bracket of length 1.0 mtr. and reducer (if required) suitable to fix on top of the existing 5.0 mtr. long G.I pole including sipply & fixing of 50 Watt LED IP66 Street light Set with connection box including fixing of 6A, SPMCB including providing connection with 3X1.5 sq.mm FRLS PVC insulated copper conductor single core cable from pole loop box to fitting etc. as required.	25	Each	6000.00	150000.00
3	Supply, erection, testing and commissioning of 9M high pole with following specifications and components :-	12	Each	22000.00	264000.00
	Swaged MS painted stepped pole 410 SP-28 with three sections whose dimensions are Bottom section of height 5.0m (139.7mm outer diameter, 4.5 mm thick) Middle section of height 2.0m (114.3mm outer diameter,3.65mm thick) Top section of height 2.0 m (88.9mm outer diameter,3.25mm thick) extended by one meter and smoothly curved making an angle of 10 deg to 15 deg with the horizontal plane and base plate of dimensions 300 x 300 mm x 6 mm thick GI as per IS:2713 part II-1980 or latest as per specifications and drawings .				
	1:3:6 cement concrete (1 cement : 3 coarse sand : 6 graded stone aggregate 40 mm nominal size) foundation with cement concrete collar of size 0.4 m dia X 0.5 m height to accommodation the looping type cable end including excavation and refilling etc. as required.				
	Supply and Wiring from junction box to Luminaries from the 16A MCB, with 2x3x2.5 sq.mm. PVC insulated aluminum, conductor (P+N+PE) double sheathed wire including terminations with 2 nos. 100 Watt IP66 LED street light set complete.				
	Also supply and install 2 nos. 32 mm. dia. 600 mm long G.I. sleeves for taking the cable to the cable box.				
	9M high pole with two overhang arm bracket of length 1.0 mtr. Each suitable for installation of two nos. road lighting fixture described as above.				
4	Supply, installation, testing & commissioning of 100 Watt LED IP66 Flood light complete with necessary connections etc. as required.	10	Each	4700.00	47000.00
5	Supply, installation, testing & commissioning of 50 Watt LED IP66 Flood light complete with necessary connections etc. as required.	8	Each	2700.00	21600.00

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6	Supply, installation, testing & commissioning of 20 Watt LED IP66 spot light complete with necessary connections etc. as required.	4	Each	2100.00	8400.00
7	Supply, installation, testing & commissioning of 20 Watt Garden Light Bollard set complete with necessary connections etc. as required.	4	Each	7500.00	30000.00
8	Supply of following sizes of 1.1 KV grade single core/multi-core aluminium conductor XLPE insulated and PVC sheathed armored cable conforming to IS 7098 (Part-I) 1988.				
A	3.5/4 Core, 6 sq.mm. XLPE Aluminium Cable,	1850	Mtr.	189.00	349650.00
9	Laying of one number PVC insulated and PVC sheathed / XLPE power cable of 1.1 KV grade of following size direct in ground including excavation, sand cushioning, protective covering and refilling the trench etc as required.				
A	Upto 35 sq. mm	1250	Mtr.	195.00	243750.00
10	Laying of fixing of one number PVC insulated and PVC sheathed / XLPE power cable of 1.1 KV grade of following size on wall surface as required.				
A	Upto 35 sq. mm (clamped with 1mm thick saddle)	600	Mtr.	24.00	14400.00
11	Supplying and making end termination with brass compression gland and aluminium lugs for following size of PVC insulated and PVC sheathed / XLPE aluminium conductor cable of 1.1 KV grade as required.				
A	4 X 10 sq. mm (25 mm)	39	Each	193.00	7527.00
12	Supply and making outdoor end termination with calst regin compound including aluminium lugs and other jointing materials for following sizes of PVC sheathed / XLPE aluminium conductor cable of 1.1 KV grade as required.				
A	4X16 Sq.mm	39	Each	638.00	24882.00

Total in figure Rs. 16,68,209.00

Quoted Rate in figure Excess/Less ____%

The Financial Bid is available on the e-procurement website https://eprocure.gov.in/eprocure/app

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