# CANTONMENT BOARD ALLAHABAD 2, ASHOKA ROAD, NEW CANTT, ALLAHABAD

# **NOTICE INVITING E-TENDER (NIT)**

| Sr. | Name of work     | Tender   | Estimated  | Earnest  | Date & Time    | Last date &   | Time and   | Time and date of    |
|-----|------------------|----------|------------|----------|----------------|---------------|------------|---------------------|
| No. |                  | document | cost       | money    | for submission | time for      | date of    | opening of on line  |
|     |                  | fee      | (Rs)       | (Rs)     | of EMD and     | submission of | opening of | Financial bids      |
|     |                  | (Rs)     |            |          | tender cost    | on line bids  | on line    |                     |
|     |                  |          |            |          |                |               | technical  |                     |
|     |                  |          |            |          |                |               | bids       |                     |
| 1.  | Repair and       | 1000/-   | 8,80,000/- | 17,600/- | 08.08.2017     | 07.08.2017    | 09.08.2017 | Will be intimated   |
|     | maintenance of   |          |            |          | (Between 10:00 | ( up to 1700  | (1200hrs)  | on line while       |
|     | Ponappa road     |          |            |          | hrs to 17:00   | hrs)          |            | uploading technical |
|     | along the        |          |            |          | hrs)           |               |            | evaluation report   |
|     | boundary wall of |          |            |          |                |               |            |                     |
|     | play ground at   |          |            |          |                |               |            |                     |
|     | Sadar Bazar, New |          |            |          |                |               |            |                     |
|     | Cantt.           |          |            |          |                |               |            |                     |

- 1. Cantonment Board Allahabad invites e-tenders from eligible and qualified tenderers for REPAIR AND MAINTENANCE OF PONAPPA ROAD ALONG THE BOUNDARY WALL OF PLAY GROUND AT SADAR BAZAR, NEW CANTT.
- 2. The interested tenderers shall register with the e-tendering portal of Government and submit their bids online after logging in to their accounts at themselves registered with website <a href="http://eprocure.gov.in/cppp">http://eprocure.gov.in/cppp</a> (organization Dir. Gen. Defence Estate, HQ.)
- **3.** The interested bidders may also visit the website of Cantonment Board Allahabad (<a href="www.canttboardalld.org.in">www.canttboardalld.org.in</a>) for further details.
- **4.** Prospective bidders are requested to browse through these aforementioned websites regularly as any further amendments/ corrigenda will be published in these websites only.
- 5. <u>BIDDERS ARE REQUESTED TO UPLOAD SCANNED COPY OF ONLY ORIGINAL DOCUMENTS AND NOT FROM PHOTOSTATE AND FROM PHOTO THROUGH MOBLE CAMARA.</u>

(C. Dinesh Kumar Reddy)
CHIEF EXECUTIVE OFFICER
CANTONMENT BOARD ALLAHABAD

No. Adv. No. 06/Engg/2017-2018/434 Office of the Cantonment Board Allahabad.

Dated: 18<sup>th</sup> July, 2017

# COMPOSITION PAGE CANTONMENT BOARD, ALLAHABAD

# NAME OF WORK: REPAIR AND MAINTENANCE OF PONAPPA ROAD ALONG THE BOUNDARY WALL OF PLAY GROUND AT SADAR BAZAR, NEW CANTT

| Sl. No | Particulars Particulars  | P    | age No |
|--------|--|------|--------|
|        |  | From | To     |
| 1.     | Notice inviting e- tender  | 1    | 1      |
| 2.     | Composition Page   | 2    | 2      |
| 3.     | Notice inviting e-tenderer including<br>Appendix 'A' to Notice of tender | 3    | 4      |
| 4.     | Forwarding letter  | 5    | 9      |
| 5.     | General Conditions of Contract   | 10   | 29     |
| 6.     | Tender and item rate contract for work by measurement                    | 30   | 31     |
| 7.     | List of items of works price   | 32   | 33     |
| 8.     | Schedule B,C,D,F   | 34   | 35     |
| 9.     | Schedule of Minimum fair Wages   | 36   | 36     |
| 10.    | Particular Specifications  | 37   | 44     |
| 11.    | Schedule of credit for unserviceable materials                           | 45   | 45     |
|        | Total No Pages   | 45   | •      |

(C. Dinesh Kumar Reddy)
CHIEF EXECUTIVE OFFICER
CANTONMENT BOARD ALLAHABAD

| Signature | of | Contractor |
|-----------|----|------------|
| Dated.    |    |            |

# NOTICE INVITING E-TENDER CANTONMENT BOARD, ALLAHABAD

# NAME OF WORK: REPAIR AND MAINTENANCE OF PONAPPA ROAD ALONG THE BOUNDARY WALL OF PLAY GROUND AT SADAR BAZAR, NEW CANTT

Cantonment Board, Allahabad invites E-Tenders from eligible and qualified tenderers for REPAIR AND MAINTENANCE OF PONAPPA ROAD ALONG THE BOUNDARY WALL OF PLAY GROUND AT SADAR BAZAR, NEW CANTT.

APPENDIX 'A' TO NOTICE INVITING e-TENDER

| 1  | •   | PENDIX 'A' TO NOTICE INVITING e-TENDER   |
|----|---|--|
| 1. | Name of Work  | REPAIR AND MAINTENANCE OF PONAPPA ROAD ALONG THE BOUNDARY WALL OF PLAY GROUND AT SADAR BAZAR, NEW CANTT  |
| 2. | Contract No   | CA NO CEO/ALLD/PRSB/Engg/ /2017-2018   |
| 3. | Estimated cost of work  | Rs 8,80,000/-  |
| 4. | Cost of tender documents  | Rs. 1000/- (Non-refundable) in the shape of Demand Draft from any Scheduled / Nationalized Bank in favour of Chief Executive Officer, Cantonment Board, Allahabad.  Note: Scanned copy of original document shall be uploaded online and original to be submitted in Cantt. Board office 08.08.2017 (Between 1000 hrs to 1700 hrs)   |
| 5. | Period of completion  | 3 months   |
| 6. | Amount of earnest money<br>for contractor not enlisted<br>with Cantt. Board | Rs. 17,600/- in the shape of Deposit receipt / DD from any Scheduled/nationalized Bank in favour of Chief Executive Officer, Cantt. Board, Allahabad.  Note: Scanned copy of original document shall be uploaded online and original to be submitted in Cantt. Board office 08.08.2017 (Between 10:00 hrs to 17:00 hrs)  |
| 7. | Appropriate Category  | Subject to fulfilling Eligibility Criteria mentioned at Sl. No 08 below:- (I) Class A approved contractor of Cantonment Board, Allahabad (ii) Working contractor of Cantonment Board, Allahabad (iii) Contractors having registered with other Govt. department & autonomous body.   |
| 8. | Eligibility Criteria  | A.Tenderers fulfilling following minimum criteria shall only be considered eligible for tendering- Successfully completed works of similar nature of work during last 7 years ending last day of months previous to the one in which NIT published:-  1. Three similar completed work each costing not less than: Rs. 3,52,000/- or  2. Two similar completed works each costing not less than: Rs 4,40,000/- or  3. One similar completed work costing not less than : Rs 7,04,000/- Note: Contractor shall upload scanned copy of original valid enlistment letter of concerned department and certificates of above works from concerned department regarding satisfactory completion of work on line and original to be submitted off line on 08.08.2017 (Between 1000 hrs to 1700 hrs).  B. Tenderer should also meet the following criteria a) Solvency (from DM or Govt. approved valuer): Rs. 03.52 Lacks b) Average annual turnover for two consecutive Financial years not less than : Rs. 02.64 Lacks c) No Recovery is outstanding in Govt. Department. d) Attested copies of police verification / Character certificate from police authority/ District Magistrate of proprietor/each partner/each Director other related person be submitted. Note: Scanned copies of original supporting documents to be uploaded online and original copies of all documents to be submitted off-line on 08.08.2017 (Between 1000 hrs to 1700 hrs). |

| CR  | ITICAL DATES                |   |
|-----|-----------------------------|---|
| 11. | Publishing date and time of | 18.07.2017  |
|     | tender documents            |   |
|     | Last date and time for      | 07.08.2017  |
|     | submission of On Line Bids  | ( up to 1700 hrs)   |
|     | Date and time of opening of | 09.08.2017  |
|     | On line technical bids      | (1200hrs)   |
|     | Date and time of opening of | Will be intimated on line while uploading technical evaluation report         |
|     | On Line Financial Bids      |   |
| 12. | Type of contract            | The contract shall be Item Rates Contract .Rate to be quoted by the           |
|     |                             | contractor. <b>Qntty. of any item may increase or decrease provided total</b> |
|     |                             | work shall not exceed beyond 10% of tendered cost.                            |
| 13  | Security Money              | 5% of Tendered Amount   |
| 14. | Validity of tender          | 90 days   |

# **Notes:**

- **A.** The contractor shall note that the demand draft / Call deposit receipt shall be in favour of **Chief Executive Officer**, **Cantonment Board**, **Allahabad**. Cost of tender documents shall be non-refundable. However EMD shall be returned to the applicant who's Financial Bid (Cover No 2) is not opened. Please note that Financial Bid will be opened only in respect of qualified and eligible contractors who fulfill the eligibility/criteria according to their technical bid submitted in cover No. 1 (Technical bid).
- **B.** Uploading of bid does not constitute any guarantee for opening of financial bid of tenderer. Opening of Financial-bid (cover No. 2) of tender will be decided by the competent authority based on interalia, past track record, financial position & experience of similar works executed by the applicant/contractor, fulfilling eligibility criteria. The Cantonment Board / CEO shall receive bids (Technical Bid -cover No.1 & Financial bid cover No. 2) up to the last date & time of bid submission/extended date of bid submission as applicable. The firm / contractor should upload TDS certificate of last three years.
- **C.** The decision of the Cantonment Board/ CEO shall be final and binding regarding opening of Financial Bids. No contractor shall be entitled for any type of claim whatsoever for non-opening and opening of any Financial Bid.
- **D.** For submission of e-tender, bidders are requested to get themselves registered with Government e-procurement portal <a href="http://eprocure.gov.in/cppp/">http://eprocure.gov.in/cppp/</a> along with digital Signature Certificate (DSC) issued by authorized CA under IT Act 2003.
- **E.** For complete details refer Government e-procurement portal <a href="http://eprocure.gov.in/cppp/">http://eprocure.gov.in/cppp/</a> and Cantt. Board office website <a href="https://ewww.canttboardalld.org.in">www.canttboardalld.org.in</a>.
- **F.** Any change/modification in the tender will be intimated through above mentioned websites only. Bidders are therefore requested to visit these websites regularly to keep themselves updated.
- **G.** Bids received without EMD in original and cost of tender documents in original will not be opened.
- **H.** Tenderer shall quote their rates in BOQ inclusive of GST (all taxes effective and amended as on date) charges, Cess, EPF, ESI as applicable in respect of the contract as per Central Govt. as well as State Govt. Rules and regulations amended/updated from time to time.
- **I.** Any items for which rates are not available in this tender schedule, shall be paid on percentage above / below on MES SSR, 2010, derived from total sum of this tendered amount, otherwise star rates, proportional rates as applicable in MESSSR,2010/PWD.

Signature of Contractor Dated:

(C. Dinesh Kumar Reddy)
CHIEF EXECUTIVE OFFICER
CANTONMENT BOARD ALLAHABAD

Tele: (0532) 2422121

P-II/PRSB/2017-2018/ /Engg/
M/S \_\_\_\_\_\_

# **ONLINE TENDER**

Cantonment Board 2, Ashoka Road, New Cantt, Allahabad – 211001 Dated: 18<sup>th</sup> July, 2017

# NAME OF WORK: REPAIR AND MAINTENANCE OF PONAPPA ROAD ALONG THE BOUNDARY WALL OF PLAY GROUND AT SADAR BAZAR, NEW CANTT

- 1. The complete tender documents for the work mentioned above are available online only in two cover system ( Technical bids & Financial bids ) on Government e-procurement portal <a href="http://eprocure.gov.in/cppp/">http://eprocure.gov.in/cppp/</a> to enable you to quote for the same.
- **2.** The quoted tender will be received online only by the Chief Executive Officer, Cantonment Board Allahabad through website <a href="http://eprocure.gov.in/cppp/">http://eprocure.gov.in/cppp/</a>
- **3.** For any details and clarification, you may contact to Assistant Engineer, Cantt. Board, Allahabad on any working day in this office or through office Tele phone No (0532) 2422121.
- **4.** First, technical bids will be opened on due date. Financial bids only of qualified and eligible tenderers will be opened who fulfills the eligibility /criteria according to their technical bid submitted in cover No 1 (Technical bid).
- 5. The tender must be accompanied by a certified true copy of the power of attorney in favour of signatory of the tenders, which should interalia empowered him to bind the firm to Arbitration clause in case of partnership firm. In case of proprietorship concern, the signatory of the tender documents shall enclosed a certified true copy of an affidavit stating that he is sole proprietor of the concern / firm.
- **6.** (a) Attention of the tenderers is drawn that If any condition stipulated by Cantonment Board in the tender documents is omitted or modified or proposes alteration to any of the conditions/specifications, laid down in the tender documents or proposed by new conditions whatsoever is liable to be rejected. Any tender who does not comply with this requirement is liable to be considered as non bonafide.
  - (b) No omission or modifications are acceptable with regard to the followings:-
    - (i) Commencement and completion of works as provided in tender documents.
    - (ii) Scheme in general
    - (iii) Provisions regarding GST (all taxes effective and amended as on date) charges, Cess, EPF, ESI as applicable in respect of the contract as per Central Govt. as well as State Govt. Rules and regulations amended/updated from time to time
  - (c) Attention of the tenderers is drawn that conditional tenders are liable to be rejected. In spite of this, it has come to our notice that tenderers are in the practice of attaching their own conditions. This is uncongenial in the case of competitive tenders; it is therefore informed that your tender should be based solely on the conditions of contract contained in tender documents issued by the Cantonment Board. Any tender which does not fulfill this essential requirements shall be considered as "NON BONAFIDE" and will not be considered for acceptance.
- 7. The tenderers should note that their offer should be inclusive of all taxes, construction works welfare cess, Income Tax, charges / cess as required by General Conditions of Contracts/ by Govt./ by Cantonment Board. The tenderers should not include any conditions for variation in prices of materials

incorporated in the work consequent on variation in taxes, charges, Cess etc. No conditional tenders shall be accepted.

- **8.** The tender documents are available online only to quote the rates as applicable by the tenderers.
- **9.** (a) The tenderer (s) who are not enlisted with Cantonment Board, Allahabad shall deposit earnest money amounting to Rs 17,600/- (Rupees Seventeen Thousand Six Hundred only) along with the tender. Working contractors of cantonment Board shall also deposit earnest money as mentioned above.
  - (b) The tenderer(s) who are enlisted with Cantonment Board, Allahabad shall not be required to deposit earnest money.
- **10.** (a) Any revision/ modification in offer shall not be allowed.
  - (b) In the event of lowest tenderer revoking his offer or revising his rates upward (which will be treated as revocation of offer), after opening of tenders, the Earnest Money deposited by him shall be forfeited. In case of Cantonment Board enlisted contractors, the amount equal to the Earnest Money stipulated in the Notice of e-Tender shall be notified to the tenderer for depositing the amount through Demand Draft, failing which the amount shall be recovered from payment due to such Contractor or shall be adjusted form his Standing Security deposit.
  - (c) In addition, such tenderers and his related firms shall not be allowed to participate in any tender for one year in the Cantonment Board, Allahabad.
- 11. If the tender is submitted on behalf of a firm of partnership or a limited concern, it must be signed either by all the partners or some person holding a valid power of attorney from the partners constituting the firm. The person signing the tender on behalf of partner or on behalf of firm shall attach with power of attorney to bind such other person or the firm as the case may be in all matters pertaining to the contract including the arbitration clause even in case of firms which have already granted power of attorney to an individual authorizing him to sign tenders and contract documents on behalf of the firm and in pursuance which tenders are being signed by such power as a routine, a fresh power of attorney duly executed in his favour by all the partners as the case may be including condition relating to arbitration clause should be submitted with the tender, unless such authority already been given to the person(s) concerned by the firm. However in the case of sole proprietorship firm a self sworn affidavit is required to be submitted along with the tender. In absence of aforesaid power of attorney and affidavit the tender shall not be considered.
- **12.** Tenderers are advised to quote ONLINE TENDER within time well in advance to avoid delay/problems in quoting due to heavy network traffic/ congestion at later stage.
- **13.** This letter shall form part of the tender documents and shall be downloaded from website along with the tender documents.
- **14.** This tender shall remain open for acceptance for a period of 90 days from the date of opening of tenders.

| Signature | of ( | Contractor |
|-----------|------|------------|
| Dated.    |      |            |

Chief Executive Officer Cantonment Board, Allahabad

# CANTONMENT BOARD ALLAHABAD

**Online Tender** 

|                             | ONLINE TENDER                      |
|-----------------------------|------------------------------------|
| Tele: (0532) 2422121        | Cantonment Board                   |
|                             | 2, Ashoka Road, New Cantt,         |
|                             | Allahabad – 211001                 |
| P-II/PRSB/2017-2018/ /Engg/ | Dated: 18 <sup>th</sup> July, 2017 |
| NA CO                       |                                    |
| M/S                         |                                    |
|                             |                                    |
|                             |                                    |

NAME OF WORK: REPAIR AND MAINTENANCE OF PONAPPA ROAD ALONG THE BOUNDARY WALL OF PLAY GROUND AT SADAR BAZAR, NEW CANTT

Dear Sir(s),

- **1.** The tender documents are available in two covers system online only on portal address <a href="http://eprocure.gov.in/cppp//">http://eprocure.gov.in/cppp//</a> the various critical dates of tender are available on portal address <a href="http://eprocure.gov.in/cppp/">http://eprocure.gov.in/cppp//</a>.
- 2. All documents must be uploaded as per requirement.
- **3.** Any correspondence concerning this tender should be addressed as indicated at the top of this sheet, quoting the reference as given above. For any clarification regarding the tender, you may contact on office phone number given at the top of this sheet.

CANTONMENT BOARD ALLAHABAD/CEO DOES NOT BIND ITSELF TO ACCEPT THE LOWEST OR ANY TENDER

(C. Dinesh Kumar Reddy)
CHIEF EXECUTIVE OFFICER
CANTONMENT BOARD ALLAHABAD

# CANTONMENT BOARD ALLAHABAD NOTICE OF e-TENDER

- 1. A tender is invited for the work as mentioned in Notice inviting e-Tender including appendix 'A' to Notice inviting e-tender.
- 2. The work is estimated to cost as indicated in aforesaid Notice inviting e-Tender including appendix 'A' to Notice inviting e-tender.
- **3.** This estimate, however not a guarantee and is merely given as a rough guide and if the work costs more or less, tenderer will have no claim on this account.
- **4.** The tender shall be based as mentioned in aforesaid Notice inviting e-Tender including appendix 'A' to Notice inviting e-tender.
- 5. The work is to be completed within the period as indicated in aforesaid Notice inviting e-Tender including appendix 'A' to Notice inviting e-tender and Schedule 'F' attached hereto.
- 6. Tenderers must submit satisfactory completion report from the concerned department with regard to eligibility criteria and registration certificate of concerned department on line along with bids and off line in Cantt. Board office before the due date of opening of technical bid.
- 7. The Cantonment Board, Allahabad will be the Accepting Authority here in after referred to as such for the purpose of this contract.
- 8. Tender forms, General conditions of contract and other necessary documents together with technical bid Part-A and Part-B, Schedule 'A', 'B','C','D' 'F' and Notice inviting E-Tenders with its appendix 'A' have been uploaded which can be obtained from Government portal address <a href="http://eprocure.gov.in/cppp/">http://eprocure.gov.in/cppp/</a> (organization Dir. Gen. Defence Estates, HQ).
- **9.** The Chief Executive Officer will return the earnest money wherever applicable to all unsuccessful tenderers after taking necessary decision by the Cantonment Board.
- **10.** The Chief Executive Officer either return the Earnest money to the successful tenderer on receipt of an equal amount of security deposit or will retain the same on account of part of security money if such transaction is feasible and balance amount of security deposit will be deposited by the successful tenderer within specified time.
- 11. Copies of the drawings and other documents pertain to the work (signed for the purpose of identification by the Chief Executive Officer or his accredited representatives) and samples of materials and stores to be supplied by the contractor and other details will be opened for inspection by the Tenderers in the offices of Chief Executive Officer, Cantonment Board, Allahabad during office working hours.
- **12.** The tenderer shall be deemed to have full knowledge of all relevant document, samples, site, etc, whether he has inspected them or not.
- **13.** Tenders will be received online only in two bid systems by the Chief Executive Officer, Cantonment Board, Allahabad on or before the due date and time indicated in the aforesaid Notice inviting e-Tender.
- **14.** Any tender which proposes any alterations to any of the conditions of this contract or proposes any other condition of any description whatsoever is liable to be rejected.

- 15. The submission of tender by a tenderer implies that he has read this notice and the conditions of contract and has made himself aware of the scope and specifications and drawings of the work to be done and of the conditions of sites and materials, tools and plant, labours etc required for proper completion of work in all respect and local conditions and other factor bearing on the execution of the work.
- **16.** Tenderers must be in possession of copy of MES SSR Specifications with latest amendment and latest MES Schedule of Rates including errata/amendments.
- **17.** Tenderers must be very careful to quote a bonafide tender complete with all the documents forming part of the tender. A bonafide tenderer must satisfy each and every condition laid down in this notice.
- **18.** The Cantonment Board, Allahabad (the Accepting Authority) does not bind itself to accept the lowest or any tender or to give any reason for not doing so.
- 19. This notice of tender shall form part of the contract documents / contract agreement. The successful tenderer / contractor on receiving intimation of acceptance of his bid by accepting authority shall within the time as specified in Schedule 'F' deposit security money equal to 5% of tendered amount and execute contract agreement on the prescribed format of Cantonment Board Allahabad which is available in the Office of Chief Executive Officer for inspection. The Chief Executive Officer shall issue letter of award of contract on behalf of Cantonment Board, Allahabad. In the event of lowest / successful tenderer fail to deposit Security money and execute contract agreement, the Earnest Money deposited by him shall be forfeited. In case of Cantonment Board enlisted contractors, the amount equal to the Earnest Money stipulated in the Notice of Tender shall be notified to the tenderer for depositing the amount through Demand Draft etc, failing which the amount shall be recovered from payment due to such Contractor.

In addition, such tenderer and his related firm shall not be allowed to participate in any tender for one year in the Cantonment Board, Allahabad.

**20.** The **Cantonment Board**, **Allahabad** will be the Accepting Authority of the tender. The Cantonment Board, Allahabad / Chief Executive Officer does not bind to accept the lowest or any tender or to give any explanation for not accepting the lowest tender and will reserve the right at any time after the acceptance of a tender to keep back from the contractor. The Board/CEO also reserves the right to accept the tender in part for any of the item or works and tenderer shall be bound to execute the same at the rates quoted by him/ them.

Signature of Contractor Dated:-----

Chief Executive Officer Cantonment Board, Allahabad

### GENERAL CONDITION OF CONTRACT

- 1. The estimated cost of the work will serve only approximate guide and may be varied at the discretion of the Board/ CEO.
- 2. The complete tender documents for the work mentioned above are available online only in two cover system on Government e-procurement portal http://eprocure.gov.in/cppp/ to enable you to quote for the same. The quoted tender will be received online only by the Chief Executive Officer, Cantonment Board, Allahabad through Government e-procurement portal <a href="http://eprocure.gov.in/cppp/">http://eprocure.gov.in/cppp/</a> by downloading as per the Notice inviting e- tender and appendix 'A' to notice inviting e-Tender. Various critical dates are available on Government e-procurement portal <a href="http://eprocure.gov.in/cppp/">http://eprocure.gov.in/cppp/</a>.
- 3. The earnest money deposited by the contractor pledged to the Chief Executive Officer, Cantonment Board, Allahabad shall be forfeited if he (successful tenderer) fails to deposit security money and execute contract deed/ contract agreement within stipulated time notified in Schedule 'F' and work shall be cancelled and such contractor and his related firm shall not be allowed to participate in any tender for one year in Cantonment Board, Allahabad.

In case Class 'A' approved contractor of the Cantonment Board, Allahabad fails to deposit security money and execute contract deed / contract agreement within stipulated time notified in Schedule 'F' amount equal to earnest money stipulated in Notice inviting e- tender including its appendix 'A' shall be notified to the tenderer for depositing the amount through Demand Draft failing which amount shall be recovered from any payment due to him and work shall be cancelled. In addition, such contractor and his related firm shall not be allowed to participate in any tender for one year in Cantonment Board, Allahabad.

- **4.** The **Cantonment Board, Allahabad** will be the Accepting Authority of the tender. The Cantonment Board, Allahabad / Chief Executive Officer does not bind to accept the lowest or any tender or to give any explanation for not accepting the lowest tender and will reserve the right at any time after the acceptance of a tender to keep back from the contractor. The Board/CEO also reserves the right to accept the tender in part for any of the item or works and tenderer shall be bound to execute the same at the rates quoted by him/ them. The Board reserves the right to accept / reject any tender without assigning any reason.
- **5.** Tenders submitted by persons (contractor) who are in any way indebted to the Board will not be entertained.
- **6.** Contractor shall also submit PAN Card (PAN No) of the firm, GST IN Number, Bank Solvency of any nationalized Bank, Solvency from DM or from Govt. approved valuer, Enlistment with Govt. Department in appropriate class.
- 7. The successful tenderer shall have to deposit security money in advance before execution of contract agreement at the rate of 5% of tendered amount in the form of only FDR/CDR/ Bank Guarantee of Nationalized Bank in favour of the Chief Executive Officer, Cantonment Board, Allahabad. The security so furnished will only be refunded after expiry of maintenance period of 12 months from the date of satisfactory completion of work.
- **8.** Under no circumstances father and sons or brothers or any close relation shall be allowed to participate for the same contract as separate competitors in the tender. Any firms having relationship as above amongst its partners shall also not participate in the tender against each other. All such tenders shall be rejected and their names be removed from the approved list of the contractor of the Board, the expenses, if any incurred by the Board on account of any litigation, shall also be payable

by the contractors violating this condition. In case firms are non registered Cantonment Board firms, they shall not be allowed to participate in any tender for one year in Cantonment Board, Allahabad.

**9.** The contractor should be very careful in quoting the rates as once a tender accepted no representation with a view to rerating the same will be considered.

#### 10. Time, Delay and extension

The time allowed for completion of the Works, in all respect, as specified in the Schedule 'F' notice inviting tender Appendix 'A' / work order or the extended time in accordance with these conditions shall be the essence of the Contract. The execution of the works 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 / as per work order, Cantonment Board or the CEO shall without prejudice to any other right or remedy available in law, be at liberty to impose penalty up to Rs 1500/- per day for the period the work remains uncommenced.

As soon as possible after the Contract is concluded or any substantial work order is placed, the Contractor shall submit a Time and Progress Chart for each mile stone and get it approved by the Department. The Chart shall be prepared in direct relation to the time stated in the Contract documents for completion of items of the works. It shall indicate the forecast of the dates of commencement and completion of various trades, process or sections of the work and may be amended as necessary by agreement between the Chief Executive Officer and the Contractor within the limitations of time imposed in the Contract documents or work order, and further to ensure good progress during the execution of the work to complete the work as per mile stone.

#### PROGRAMME CHART

- (i) The Contractor shall prepare an integrated programme chart in MS project Software for the execution of work, showing clearly all activities from the start of work to completion, with details of manpower, equipment and machinery, materials required for the fulfillment of the programme/work within the stipulated period or earlier and submit the same for approval to the Engineer-in- Charge within ten days of award of the contract /work order. A recovery up to Rs. 2500/- shall be made on per day basis in case of delay in submission of the above programme.
- (ii) The programme chart should include the following:
  - a) Descriptive note explaining sequence of the various activities.
  - **b**) BAR CHART
  - c) Programme for procurement of materials by the contractor.

Programme of procurement of machinery / equipments having adequate capacity, commensurate with the quantum of work to be done within the stipulated period, by the contractor. In addition to above, to achieve the progress of Work as per programme, the contractor must bring at site adequate shuttering materials required for cement concrete and R.C.C. works etc. for complete work within one month from the date of start of work as per requirement of work. The contractor shall submit shuttering schedule adequate to complete structure work within laid down physical milestone. The contractor shall also arrange sufficient labours to complete the work in time.

(iii) The submission for approval by the Department of such programme or such particulars shall not relieve the contractor from any of the duties or responsibilities under the contract. This is without prejudice to the right of CEO/ Cantonment Board to take action against the contractor as per terms and conditions of the agreement.

If the work(s) be delayed by:-

- a) Force majeure, or
- **b**) Abnormally bad weather, or
- c) Serious loss or damage by fire, or
- **d**) Civil commotion, local commotion of workmen, strike or lockout, affecting any of the trades employed on the work, or
- e) Delay on the part of other contractors or tradesmen engaged by Engineer-in- Charge in executing work not forming part of the Contract, or
- f) Any other cause which, in the absolute discretion of the Chief Executive Officer/Cantonment Board is beyond the Contractor's control.

Then upon the happening of any such event causing delay, the Contractor shall immediately, but not later than 15 days of the happening of the event, give notice thereof in writing to the Chief Executive Officer but shall nevertheless use constantly his best endeavor to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Chief Executive Officer to proceed with the works. In case the contractor fails to notify the CEO of happening of an event (s) causing delay within the period of 15 days stipulated above, he shall forfeit his right to claim extension of time / rescheduling of milestones for the delay caused due to such event (s).

Request for rescheduling of mile stone and extension of time to be eligible for consideration shall be made by the contractor in writing within 15 days of the happening of the events causing delay, by contractor in writing.

The authority concerned (CEO/ Cantonment Board) as indicated in Schedule 'F' may take necessary action regarding grant of a fair and reasonable extension of time and reschedule the mile stones for completion of work. Such extension or rescheduling of the milestones shall be communicated to the Contractor by the authority concerned indicated in Schedule 'F' in writing and shall be final and binding on the contractor. PROVIDED THAT in the event of the contractor not agreeing to the extension granted by the (CEO/ Cantonment Board), the matter shall be referred to the President, Cantonment Board whose decision shall be final and binding on both the parties. The authority concerned may reject the request of contractor for rescheduling of mile stone and extension of time if found not genuine.

- (iv) Non application by the contractor for extension of time / rescheduling of the milestones shall not be a bar for giving a fair and reasonable extension / rescheduling of the milestones by the authority as indicated in Schedule 'F' and this shall be binding on the contractor.
- (v) The contractor shall submit the progress report for the work done during previous month to the CEO on or before 5th day of each month using M.S. Project software failing which a recovery of Rs. 500/- shall be made on per day basis in case of delay in submission of the monthly progress report.
- 11. The tenderer shall be responsible for providing at their own cost all materials, labours, tools & plants, water, electricity, access, facilities for workers and all other services required for proper completion of work in all respect. Tenderers are warned that no tools, plants, labours or materials shall be supplied by the Cantonment Board for the work and they will have to make their own arrangements for procurement thereof. Tendered rates in Schedule 'A' (BOQ) shall be inclusive of all labours, materials, tools and plants, quarry charges, carriage of materials and T & P to site, stocking and removal charges of any rejected materials, stocking and removing of dismantled and demolished materials from site, necessary scaffolding, GST (all taxes effective and amended as on date) charges, Cess, EPF, ESI as applicable in respect of the contract as per Central Govt. as well as State Govt.

Rules and regulations amended/updated from time to time, Cess applicable in respect of the contract, water charges, electricity charges and all other arrangement for proper completion of work in all respect which are not mentioned in the items. Water/electricity arrangement etc. shall also be included in the rates quoted by the tenderer. Income Tax, Building and other Construction Workers Welfare Cess or any other Cess, charges, EPF, ESI etc as applicable required under the Rules, Regulations and enactment in respect of this contract shall also be included in the rates tendered by the tenderer in Schedule 'A' (BOQ) and shall be paid by the contractor and Cantonment Board shall not entertain any claim whatsoever in respect of the same.

The contractor shall deposit royalty and obtain necessary permit for supply of the red bajri, Stone, kankar, Sand, Stone Aggregates and other materials etc. required for execution of work from local authorities and the rates quoted by the contractor in Schedule 'A' shall be inclusive of these deposits.

## 12. Hire of plant, machinery and transport

The Tools, Plants, machineries, transport etc necessary for execution of work and its completion in all respect shall be arranged by the contractor at their own cost and no payment will be made there for separately by the Cantonment Board. Steam road roller, hot mix plant, mechanical paver, concrete mixer plants, vibrators and transport etc. shall be procured by the contractor at their own cost. The security deposit if any required, for the procurement of the above T & P, transport etc shall also have to be paid by the contractor. The rates quoted by the contractor in Schedule 'A' shall be inclusive of these expenses / Charges.

#### **13. Running Payment**:

The running bill shall be submitted by the contractor in detail. Running payment may be made to the contractor at the discretion of CEO and in no case exceeding 90% of the value of the satisfactory work done by him at the time of payment / submitted bill.

#### **14. Completion Report:**

Contractor shall submit completion report to the Chief Executive Officer, Cantonment Board, Allahabad within 30 days from the date of physical and satisfactory completion of work at site as per the contract.

#### 15. Final Bill:

The detailed final bill shall be submitted by the Contractor in duplicate within three months of physical completion of the works to the satisfaction of the Engineer-in-Charge after issuing completion report by the department. It shall be accompanied by all supporting abstracts, test certificates and other documents as required by the department etc. prepared in the manner prescribed by the CEO.

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.

Along with the final bill contractor shall submit 'NO CLAIM CERTIFICATE' on approved format of the department on their pad to enable the Cantt. Board to proceed further in the process of payment failing which payment shall not be processed.

No charges shall be allowed to the contractor on account of the preparation of final bill/ any bill.

The contractor shall be entitled to be paid the final sum less the value of payments already made on account, subject to certification of final bill by the CEO.

#### **Payments of Bills**

Payments of those bills/ final bills/ items of the final bill in respect of which there is no dispute shall be made within four months from the date of receipt of bill by the Cantt. Board after adjustment of running payment, obtaining no claim certificate from the contractor and in the event of delay of payment no compensation, interest shall be paid to the contractor on this score.

After payment of the amount of the final bill payable as aforesaid has been made, the contractor, may, if he so desires, reconsider his position in respect of the disputed portion of the final bill, if any, and if he fails to do so within 30 days, his disputed claim shall be dealt with as provided in the contract / as decided by the Board.

- **16.** No liability shall be incurred by the Cantonment Board nor shall the acceptance of a tender considered binding until the final contract documents have been signed by the authority competent and the contractor and work order has been placed. However, The Cantonment Board/ CEO shall reserve the right at any time after the acceptance of a tender to keep back from the contractor and contractor shall not be entitled to claim any compensation.
- **17.** Terms and General Conditions of the contract will be rigidly enforced and no excuse will be considered for incompletion of work.
- **18.** Submission of tender by the contractor implies that he has read the tender notice, General Conditions of the contract, all other contract documents and has fully understood the scope and specifications of the works, estimates & drawings.
- **19.** Drawings related to the works are annexed with the tender documents.
- **20.** This Complete tender documents and notice inviting e- tender shall on acceptance of a tender be attached to and be deemed to form part of the contract agreement/ contract documents.
- 21. The item rates should be filled in both the figures and in words clearly, No special rate will be accepted. Corrections in tender shall be initialed. Conditional, incomplete and unsigned tender shall be rejected. All pages of tender documents shall be signed by the tenderer. In case of variation of rates written in figures and in words the lower of the two shall be considered. In case of item rates tender, any tender containing percentage below/above the rates quoted is liable to be rejected. Rates quoted by the contractor in item rate tender in figures and words shall be accurately filled in so that there is no discrepancy in the rates written in figures and words. 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.
- **22.** Any information regarding the work i.e. its condition and draft agreement etc. can be obtained from the Assistant Engineer, Cantonment Board, Allahabad between 1500 hours to 1600 hours every day except holiday.
- 23. The quantities and drawings are liable to alteration according to actual requirement at work site before or after acceptance or during the progress of the work whenever necessary but the rates offered by the contractor shall not be altered. The contractor shall be bound to carry out the work accordingly and shall not be entitled for any compensation. The contractor however shall not make any alteration

or execute any work not provided in the contract without the authority of the Chief Executive Officer, Cantonment Board, Allahabad.

- **24.** Except otherwise specified in the contract the Chief Executive Officer, Cantonment Board, Allahabad Shall be the sole deciding authority on all questions relating to the meaning of the specifications, designs, drawings and instructions mentioned and also to the quality of workmanship or materials used in the work.
- **25.** Any tender who proposes alteration to any of the conditions, specifications laid down in the tender documents or any new condition whatsoever is liable to be rejected.
- **26.** It is strictly forbidden to modify or change the arithmetical or any or all the tendered items by a percentage deductions or increase and tender so received will be rejected.
- 27. The contractor shall execute the whole and every part of work in the most substantial work—man like manner both as regard to materials and workmanship and otherwise in every respect strictly, in accordance with the specifications laid down in contract and MES Schedule of Rates and Specifications. The contractor shall obtain approval of the Engineer—in—Charge of materials to be used prior to commencement of work. The contractor shall also confirm exactly, fully and faithfully to the designs, drawings and instructions in writing relating to the work signed by the Official In charge of the work and lodged in his office and the contractor, shall if he required entitled at his own expenses to make copies of the specifications and of all such design, drawings and instructions as aforesaid. The rates and specification referred to these conditions are open to inspection of the contractor at the office of the Cantt. Board during working hours.
- **28.** The relevant MES Schedule of Rates is available for reference at the Cantonment Board Office, Allahabad on any working day during office hours and that instruction; specifications of the MES Schedule of Rates shall apply on the works which are to be undertaken by the Contractor. The relevant MES Schedule of Rates, its specifications, instructions are also available on NET.
- **29.** In the event of tender being submitted by a firm it must be signed separately by each member thereof, in the event of the absence of any partner, it must be signed on his behalf by a person holding a legal power of attorney/authorizing him to do so.
- **30.** The contractor shall carryout the work/works under the directions of the Engineer-in -Charge according to the specifications given in particular specifications, MES Schedule of Rates, Latest MES Specifications and Schedule 'A'.

Defective work/works pointed out by the Chief Executive Officer or Engineer in charge will be removed by the Contractor within the time specified at his own cost and risk. In case of failure on part of contractor the Chief Executive Officer shall got the work carried out by any agency at the risk and cost of the contractor and recover cost/loss from the defaulter contractor's bills or security deposit.

- **31.** The quantities given in Schedule are approximate only and the contractor shall not be entitled to claim any compensation or any error in them. He must make his own calculations of the quantities of materials required.
- **32.** Advance taxes, charges, Cess etc as prescribed by the Govt. shall be recovered from each and final payments. Tendered rates shall be inclusive of all taxes and levies as mentioned above.
- **33.** In case of any dispute arising out of this tender the decision of the President, Cantonment Board shall be final and binding on both the parties.

- **34.** The contractor must write their correct and complete address, mobile number, e mail, Fax No etc in tender and arrange to take delivery of all letters. If any letter sent through registered post is received back undelivered it will be the contractors own responsibility and contractor shall be bound for action as required through the content of such letter.
- 35. In case the contractor desires to obtain electricity from department/ Government, he shall apply for the same to State Electricity department / Cantonment Board for obtaining electricity and he shall be charged for the electric energy consumed and he shall have to pay the prescribed charges to Cantt. Board Allahabad/ Electricity department. The Cantonment Board Allahabad do not guarantee the continuity of supply and no compensation what-so-ever shall be allowed for the supply becoming intermittent or for breakdown in the system.
- **36.** In case contractor desires to take water supply from department, he shall be charged to the water consumed and shall have to pay the prescribed charges to Cantt. Board Allahabad.
- 37. Maintenance period of the work under the contract shall be one year from the date of handing over building after satisfactory completion of the work during which the contractor shall be responsible to make any defects good that are notified, in writing to the contractor by the Chief Executive officer, Cantonment Board, Allahabad within the time allowed by the CEO. In case the contractor fails to comply with the order the work will be got done through any other agency at the risk and cost of the contractor and the amount so spent shall be deducted from the security deposit and if the amount falling short from security deposit the same shall be recovered under the provisions of the Cantonment Act or from any other payment for any work. In this case the maintenance period shall be extended at the discretion of Chief Executive /Board for further period.
- **38.** The terms and conditions of the tender notice shall also form part of the agreement.

#### **39. SITE**

The tenderers are advised to inspect and examine the site (s) and its surroundings and satisfy themselves before submitting their tenders with regard to form and nature of site (s), ground conditions and sub-soil, the means of access to the site, the accommodation they may require, local facilities for procurement of materials, working labour rates prevalent in the area and all other information, circumstances etc which may influence or affect their tender. The tenderer shall be deemed to have full knowledge of the site (s) and all the necessary study information, which may affect works under the contract, and studied carefully the terms and conditions of the contract, working conditions of contract & specifications. The tenderer shall be deemed to have visited the site and have knowledge of site in all respect before submitting the tender irrespective of the fact whether or not he actually visits site. No extra charges consequent on any misunderstanding or otherwise shall be allowed.

For the purpose of collection of materials and the execution of work, the site will be considered to be laying unrestricted Area.

#### 40. SECURITY AND PASSES ETC.

The contractor shall employ only Indian Nationality after verifying their antecedents and locality. The contractor shall on demand by the Engineer-in-charge submit a list of his agent, employees and working people concerned and shall satisfy the Engineer-in-charge regarding the bonafide of such people.

**41.** Before tendering, the tenderers are advised to take in to account fluctuation in the market rate and availability of materials in market. No claim shall be entertained on this account during acceptance of tender and during currency of the contract.

# 42. WATER

Water may be supplied by the Cantt. Board at one point as decided by the CEO on prescribed charges on the request of contractor. The contractor shall make his own arrangements for the conveyance and storage of water required for the work and his labour/workman. The tenderer should ascertain from the Official In charge of work the location of points at which the water will be supplied him before submission of tender.

#### **43. MINIMUM WAGES**

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.

The contractor shall have no claim whatsoever if on account of any local regulations or otherwise, he is required to pay wages in excess of the minimum wages.

#### 44. MATERIALS AND SAMPLES

- **a.** All materials, articles fittings and accessories etc provided by the contractor shall be new and shall comply with the relevant Indian standard specifications where specified and shall be of approved make and in conformity with the specifications laid down in the contract and the contractor shall, if requested by the Engineer-in-Charge, furnish proof, to the satisfaction of Engineer –in-Charge that the materials so comply.
- b. The contractor shall, at his own cost and expense and without delay, produce to the Engineer-in-Charge samples of all materials, articles, fittings, accessories etc proposed to be used in the work, sufficiently in advance that he proposes to use and get them approved. The materials, articles etc. as approved shall be leveled as such and shall be signed by the CEO/Engineer –in -Charge and the contractor. These samples shall be kept in the custody of the CEO/Engineer-in-charge. The sample must comply with the specifications laid down in particular specification/Schedule 'A'.
- c. The brands of all materials, articles, fittings etc approved together with the names of the manufacturers and firm from which supplies have been arranged shall be passed by CEO / Engineer –in-Charge.
- **d.** The materials to be used in actual execution of the work shall strictly confirm to the quality of sample approved. In case of variation, articles/materials shall be liable to rejection. The contractor shall remove rejected materials from work site at his own risk and cost. In the event of failing to do so within a period to be specified by the CEO the contractor shall be liable to pay damages at the rate up to RS. 500/- only a day, as long as the order remain uncomplied.
- e. The Engineer –in-Charge / CEO shall have full powers to require removal of any or all of the materials brought to site by the contractor which are not new and not in accordance with the contract specifications or do not confirm in character or quality to samples approved by the authority competent.

#### 45. PROPRIETARY BRANDED MATERIALS

Proprietary branded materials such as bitumen, water proofing compound, paints, etc. quantity of which cannot be checked after incorporation in the work shall when collected at site get recorded in the measurement book and signed both by the CEO's representative and the contractor.

The contractor shall obtain proprietary/branded materials from their authorized stockiest where such authorized stock has been appointed.

#### 46. SIGNING OF CONTRACT DOCUMENT

The person signing the tender on behalf of another or on behalf of a firm shall attach with the tender a proper power of attorney duly executed in his favour by such other person or by all the partners stating that he has authority to bind such other persons or the firm as the case may be in all matters pertaining to the contract including the arbitration clause. In case of proprietor ship concern the signatory of the tender documents shall enclose a certificate of an affidavit stating he is sole proprietor of the concern. In absence of aforesaid power of attorney and affidavit the tender shall not be considered.

#### 47. PERIOD FOR KEEPING TENDER OPEN

The tender for the works shall remain open for acceptance for a period of Ninety (90) days from the date of opening of financial tenders (Ninety days from the date of opening of financial bid), if any tenderer withdraws his tender before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the tender, then the Cantonment Board, Allahabad shall, without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money as aforesaid. Further the tenderer and his related firm shall not be allowed to participate in any tender for any work for one year. In case of Cantt. Board registered contractor, amount equal to earnest money shall be recovered from his any payment due to him and tenderer and his related firm shall not be allowed to participate in any tender of any work for one year.

#### 48. SECURITY OF CLASSIFIED DOCUMENTS

The contractor shall not communicate any classified information regarding the work either to sub contractor or other without prior approval of the CEO in writing. The contractor shall also not make copies of the design/drawings and other documents furnished to him in respect of works to others. Subletting of contact shall not be permitted.

The contractor shall employ only Indian National after verifying their antecedents and locality. He shall ensure that no person of doubtful antecedents and nationality is in any way associated with the work.

- **49.** No repayment will be made to the contractor for damages by rains, of other natural climates during the execution of the work and no such claim on this account will be entertained.
- **50.** The contractor is liable to execute any item of work, which is not mentioned in the tender documents, and it is necessary as per requirement of site and rates shall be in accordance with CPWD DSR 2012 and item rates/Percentage rate quoted by the tenderer.

#### 51. COORDINATION WITH OTHER AGENCIES

There are and will be other agencies (contractors) or departmental workers such as for buildings work, road work, internal electrification etc. whose works also will be in the same area in which work covered by this contract are to be carried out. The contractor is required to work in close cooperation with these agencies (contractors) and generally afford reasonable facilities and cooperation so that all such works run smoothly. The rates tendered by the contractor shall be deemed to include for all these factors.

**52.** The work register shall be kept at site in safe custody of the contractor during progress of the work and he shall on demand produce the same for verification by inspecting officer.

**53.** Any damages done to the existing structures during the execution of works shall be made good by the contractor at his own expenses and site left clean on completion. Rectification's reinstate making good etc. shall match with existing work in all respect to the entire satisfaction of CEO. In case of any dispute on this account the matter shall be referred to the Board whose decision shall be final conclusive and binding. The rates tendered by the contractor shall be deemed to include for all these factors.

#### **54. WORKING HOURS**

The contractor shall work during normal working hours observed by the authority controlling the area. In case the contractor desires to work beyond working hours or on Sunday and holidays he shall obtain prior written permission of the CEO. In case such permission is given the department shall accept no liability in respect of any excess cost arising there from.

#### **55. SITE CLEARANCE**

The contractor on completion of work shall, immediately remove his all materials, equipments, tools and plants, labours etc. and left the premises in neat and clean state before handing over the completed job to the Cantonment Board failing which the Chief Executive Officer, Cantonment Board, Allahabad without prejudice, shall be at liberty to impose fine @ Rs.500/- per day till the handing over site in neat and clean state.

# 56. DAMAGE TO TOOLS, PLANTS, EQUIPMENT & STORES

The department will in no case be responsible for any kind of damages, loss of the contractor's tools, plants and equipments and stores collected at site.

### 57. RECORDING OF MEASURMENTS

The Engineer – in – charge and contractor shall take the measurements jointly and shall record by both of them in their record book for work done simultaneously as the work proceeds. On the basis of these measurements and on receipt of bill from the contractor the measurements will be recorded in the MB and these measurements shall be signed by the contractor and the Engineer-in-charge on the M.B. recorded. Payments shall be based on the measurements so recorded in M.B.

- **58.** Schedule 'B' 'C' 'D' are Nil.
- **59.** Any amount of work to be executed under this contract shall be subject to allocation of fund under the Expenses head by the competent authority and availability of sufficient funds with the Board. No claim/compensation from the contractor shall be entertained in this regard by the Cantt. Board.

#### 60. COMPANSATION FOR DELAY

If the contractor fails to maintain the required progress in terms of clause 10 or to complete works and clear the site on or before the date (s) fixed for completion in the contract or extended date of completion, he shall, without prejudice to any other right or remedy available under the law to the Cantonment board /Chief executive Officer on account of such breach, pay compensation amount calculated at the rates stipulated below on the amount of tendered value of the item or group of items of Work ,excluding the Contract value of such individual items as are completed on or before the date (s) fixed for completion, that the whole of the work in respect of the item or group of items of Work concerned remains uncompleted / progress remains below that specified in clause10.

(i) Compensation for delay of work

@ 1.5% per month of delay to be computed on per day Basis on the calculated tender value

The decision of the Chief Executive Officer / Board shall be final binding and conclusive on the contractor.

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

For the purpose of this condition the 'Contract Value' shall be the value at contract rates of the work as actually ordered including all deviation orders on the Contractor.

Provided always that the total amount of compensation for delay to be paid under this Condition shall not exceed 10% of the Tendered Value of work or of the Tendered Value of the item or group of items of work for which a separate period of completion is originally given. The amount of compensation may be adjusted or recovered against any sum payable to the Contractor under this or any other contract with the Cantonment Board. In case, the contractor does not achieve a particular milestone mentioned in schedule F, or the re-scheduled milestone(s) in terms of Clause 10, the amount shown against that milestone shall be withheld, to be adjusted against the compensation levied at the final grant of Extension of Time. With-holding of this amount on failure to achieve a milestone, shall be automatic without 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.

In the interest of work, Board shall take any other action also like black listing and banning the firm for a reasonable period which will be final, conclusive and binding on the contractor.

**61.** The contractor shall be required to provide appliances at site such as weighting scale, graduate cylinder, standard thermometer etc. and established testing lab at site in order to unable the EIC to conduct a tests to ensure that the quality is in accordance with prescribed specification and nothing extra shall be paid on this account. The rates quoted by the contractor in Schedule 'A' shall be inclusive of these provisions.

Labour Laws to be complied by the contractor.

**62.** 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 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 fulfill these requirements shall attract the penal provisions against the contractor. Besides, other action as required shall also be taken by the authority concerned/BOARD.

# **63. Completion:**

The works shall be completed to the entire satisfaction of the Engineer-in-Charge/CEO and in accordance with the mile stone, contractor's forecast of time and progress chart. All unused stores and materials, tools, plant, equipments, scaffolding, temporary buildings, huts, sanitary arrangement required for his and their work people at site and things belonging to the Contractor (other than such

items as are required for rectification of defects) shall be removed and the Site of Works cleared of rubbish and all waste materials by the Contractor, at his own expense and delivered up clean and tidy to the satisfaction of the Engineer-in-Charge/ CEO on or before the date for completion.

All unused or surplus stores and materials and other items out of those provided by the Cantonment Board shall be returned by the Contractor, at his own expense, within such period as may be notified by the Engineer-in-Charge/ CEO, to the place of issue against written receipts from the Engineer-in-Charge.

Soon after the rectification of defects if any as notified by the CEO/ Engineer –in-Charge, any stores and materials and other items mentioned above, retained for rectification of defects shall also be removed and site and works cleared as above and delivered to the Engineer-in-Charge in a neat state.

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.

### **64.** <u>CONTRACTOR" SUPERVISION</u>:

The contractor shall either himself supervise the execution of the contract or shall appoint a competent agent approved by the C.E.O. to act in his stead.

Where the contractor is not a qualified engineer or even if he is so qualified, he cannot in the opinion of the C.E.O, give his full personal attention to the works, he shall at his own expense, employ a person, possessing the following qualifications and/ or experience as his accredited agent to supervise the works and to receive instructions from the Engineer-in Charge.

**A.** Degree holder in Engineering from a Government recognized Institution or equivalent with at least 3 years practical experience of works.

#### OR

- **B.** Diploma holder in Engineering from a Government recognized Institution or equivalent with at least 6 years practical experience of works.
- **65.** To achieves workman ship time scheduling of works and to achieve quality of work in conformity with the specification/I.S.I. specification/IS's Issued on various subject by the Bureau of Indian standards which cover the standardization of various products including the procedure of tests the following site documents shall be provided and maintained regularly as the execution progresses.
  - a) Work Diary
  - **b**) Site order Book
  - c) Material Testing Register
  - **d)** Measurement Book

#### 66. REFUND OF SECURITY DEPOSIT

The security shall not be refunded till the expiry of one years (i.e. defects liability period) from the date of HANDING OVER SITE after satisfactory completion of the work and also up to which date the contractor shall be bound to remove to the satisfaction of the Chief Executive Officer any defect in the work or works executed by him within the time prescribed by the CEO failing

which the same shall be carried out by the CEO at the risk and cost of the defaulting contractor and expenses thus incurred will be deducted from security deposit or recovered from any amount due to him now or in future or through a civil suit. The period of one year mentioned above will start from the date of handing over site after satisfactory completion of contract / work. If the contractor fails to rectify the defects, the maintenance period shall be extended at the discretion of Chief Executive officer/ Board for further period.\

**67.** The contractor shall carry out all the works entrusted to him in accordance with the specifications to the entire satisfaction of the Engineer-in-Charge/Chief Executive Officer in a workmanlike manner and complete the same within time allotted.

The Engineer-in-Charge will communicate or confirm his instructions to the contractor in respect of the execution of work in 'Work Site Order Book" maintained at his office and the Contractor shall visit this office daily and shall confirm receipt of the such inspections by signing the relevant entries in this book. Such entries will rank as orders or notices in writing within the intent and meaning of these conditions.

If it shall appear to the Chief Executive Officer / Engineer -in- Charge that the work has not been executed in accordance with the drawing or instructions or has been executed with sound imperfect or unskillful workmanship or with materials of inferior descriptions or with inferior specifications the contractor shall forthwith rectify, remove or reconstruct the same whole or in part as the case may be at his own risk and cost and in the event of his refusing or failing to do so within a period to be specified by the Chief Executive Officer or if he shall fail to remove from the sites of the work within a specified period any material or articles which are considered by the Chief Executive Officer/Engineer-in-Charge unsound or bad quality or not agreeable to the terms of the contact and to provide immediately suitable articles or materials in lieu of those condemned, then the Contractor shall be liable to pay damages at the rate up to Rs. 1000/- only a day so long as the order remains uncomplied. Also the Chief Executive Officer/Engineer-in-Charge shall have power to demolish any such work and remove from such place as he think fit if any materials not agreeable to the specifications and the amount so spent shall be recovered from the contractor's bill.

# 68. TERMINATION OF CONTRACT ON DEATH OF CONTRACTOR

Without prejudice to any of the rights or remedies under this contract, if the contractor dies, the Chief Executive Officer / Cantonment Board shall have the option of terminating the contract without compensation to the contractor.

### 69. Contractor to Indemnify the Cantonment Board against the Patent Rights

The contractor shall fully indemnify and keep indemnified the Cantonment Board 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 Cantonment Board 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.

#### 70. When contract can be determined

Subject to other provisions contained in this clause, the Chief Executive Officer may, without prejudice to his any other rights or remedy against the contractor in respect of any delay, 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 /CEO 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 unworkman 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 so that in the opinion of the Engineer-in-Charge /CEO (which shall be final and binding) he will be unable to secure completion of the work by the date for completion and continues to do so after a notice in writing of seven days from the Engineer-in-Charge/CEO.
- (iii) If the contractor fails to complete the work within the stipulated date or items of work with individual date of completion, if any stipulated, on or before such date(s) of completion and does not complete them within the period specified in a notice given in writing in that behalf by the Engineer-in-Charge /CEO.
- (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/ CEO.
- (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/ CEO.
- (vii) If the contractor had secured the contract with Government as a result of wrong tendering or other non-bonafide methods of competitive 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, 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 Chief Executive Officer/ Cantonment Board shall have powers:

- (a) To determine the contract as aforesaid (of which termination notice in writing to the contractor under the hand of the CEO shall be conclusive evidence). Upon such determination, the Security Deposit already recovered under the contract shall be liable to be forfeited and shall be absolutely at the disposal of the Cantonment Board/ CEO.
- (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 tendering process for the balance work.

In the event of above courses being adopted by the Engineer-in-Charge /CEO, 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.

#### 71. Completion Plans

The contractor shall submit completion plan as required vide general specifications for Electrical works (Part –I internal) and (Part –I External) within thirty days of the completion of the work. In case, the contractor fails to submit the completion plan as aforesaid, he shall be liable to pay a sum equivalent to 2.5% of the value of the work subject to a ceiling of Rs.15,000 (Rs. Fifteen thousand only) as may be fixed by the CEO and in this respect the decision of the CEO shall be final and binding on the contractor.

The contractor shall submit completion plan for water, sewerage and drainage line plan within thirty days of the completion of the work. In case, the contractor fails to submit the completion plan as aforesaid, the department will get it done through other agency at his cost and actual expenses incurred plus Rs. 15,000/- for the same shall be recovered from the contractor.

#### 72. SAFETY CODE

- a. Suitable scaffolds should be provided for workmen for all works that cannot safely be done from the ground, or from solid construction except such short period work as can be done safely from ladders. When a ladder is used, an extra mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying materials as well suitable footholds and hand-hold shall be provided on the ladder and the ladder shall be given an inclination not steeper than ½ to 1(½ horizontal and 1 vertical.)
- **b.** Scaffolding of staging more than 3.6 m (12ft.) above the ground or floor, swung or suspended from an overhead support or erected with stationary support shall have a guard rail properly attached or bolted, braced and otherwise secured at least 90 cm. (3ft.) high above the floor or

platform of such scaffolding or staging and extending along the entire length of the outside and ends there of with only such opening as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.

- c. Working platforms, gangways and stairways should be so constructed that they should not sag unduly or unequally, and if the height of the platform or the gangway or the stairway is more than 3.6 m (12ft.) above ground level or floor level, they should be closely boarded, should have adequate width and should be suitably fastened as described in (2) above.
- d. Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of person or materials by providing suitable fencing or railing whose minimum height shall be 90 cm. (3ft.)
- e. Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9m. (30ft.) in length while the width between side rails in rung ladder shall in no case be less than 29 cm. (11½") for ladder upto and including 3 m. (10 ft.) in length. For longer ladders, this width should be increased at least ¼" for each additional 30 cm. (1 foot) of length. Uniform step spacing of not more than 30 cm shall be kept. Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites or work shall be so stacked or placed as to cause danger or inconvenience to any person or the public. The contractor shall provide all necessary fencing and lights to protect the public from accident and shall be bound to bear the expenses of defence of every suit, action or other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and cost which may be awarded in any such suit; action or proceedings to any such person or which may, with the consent of the contractor, be paid to compensate any claim by any such person.
- f. Excavation and Trenching All trenches 1.2 m. (4ft.) or more in depth, shall at all times be supplied with at least one ladder for each 30 m. (100 ft.) in length or fraction thereof, Ladder shall extend from bottom of the trench to at least 90 cm. (3ft.) above the surface of the ground. The side of the trenches which are 1.5 m. (5ft.) or more in depth shall be stepped back to give suitable slope or securely held by timber bracing, so as to avoid the danger of sides collapsing. The excavated materials shall not be placed within 1.5 m. (5ft.) of the edges of the trench or half of the depth of the trench whichever is more. Cutting shall be done from top to bottom. Under no circumstances, undermining or undercutting shall be done.
- **g.** Demolition Before any demolition work is commenced and also during the progress of the work,
  - (i) All roads and open areas adjacent to the work site shall either be closed or suitably protected.
  - (ii) No electric cable or apparatus which is liable to be a source of danger or a cable or apparatus used by the operator shall remain electrically charged.
  - (iii) All practical steps shall be taken to prevent danger to persons employed from risk of fire or explosion or flooding. No floor, roof or other part of the building shall be so overloaded with debris or materials as to render it unsafe.
- **h.** All necessary personal safety equipment as considered adequate by the Engineer-in-Charge should be kept available for the use of the person employed on the site and maintained in a condition suitable for immediate use, and the contractor should take adequate steps to ensure

proper use of equipment by those concerned:- The following safety equipment shall invariably be provided.

- (i) Workers employed on mixing asphaltic materials, cement and lime mortars shall be provided with protective footwear and protective goggles.
- (ii) Those engaged in white washing and mixing or stacking of cement bags or any material which is injurious to the eyes, shall be provided with protective goggles.
- (iii) Those engaged in welding works shall be provided with welder's protective eye shields.
- (iv) Stone breaker shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.
- *i.* When workers are employed in sewers and manholes, which are in active use, the contractors shall ensure that the manhole covers are opened and ventilated at least for an hour before the workers are allowed to get into the manholes, and the manholes so opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident to the public. In addition, the contractor shall ensure that the following safety measures are adhered to:-
  - (i) Entry for workers into the line shall not be allowed except under supervision of the JE or any other higher officer.
  - (ii) At least 5 to 6 manholes upstream and downstream should be kept open for at least 2 to 3 hours before any man is allowed to enter into the manhole for working inside.
  - (iii) Before entry, presence of Toxic gases should be tested by inserting wet lead acetate paper which changes colour in the presence of such gases and gives indication of their presence.
  - (iv) Presence of Oxygen should be verified by lowering a detector lamp into the manhole. In case, no Oxygen is found inside the sewer line, workers should be sent only with Oxygen kit.
  - (v) Safety belt with rope should be provided to the workers. While working inside the manholes, such rope should be handled by two men standing outside to enable him to be pulled out during emergency.
  - (vi) The area should be barricaded or cordoned of by suitable means to avoid mishaps of any kind. Proper warning signs should be displayed for the safety of the public whenever cleaning works are undertaken during night or day.
  - (vii) No smoking or open flames shall be allowed near the blocked manhole being cleaned.
  - (viii) The malba obtained on account of cleaning of blocked manholes and sewer lines should be immediately removed to avoid accidents on account of slippery nature of the malba.
  - (ix) Workers should not be allowed to work inside the manhole continuously. He should be given rest intermittently. The Engineer-in-Charge may decide the time up to which a worker may be allowed to work continuously inside the manhole.
  - (x) Gas masks with Oxygen Cylinder should be kept at site for use in emergency.

- (xi) Air-blowers should be used for flow of fresh air through the manholes. Whenever called for, portable air blowers are recommended for ventilating the manholes. The Motors for these shall be vapour proof and of totally enclosed type. Non sparking gas engines also could be used but they should be placed at least 2 metres away from the opening and on the leeward side protected from wind so that they will not be a source of friction on any inflammable gas that might be present.
- (xii) The workers engaged for cleaning the manholes/sewers should be properly trained before allowing to work in the manhole.
- (xiii) The workers shall be provided with Gumboots or non sparking shoes bump helmets and gloves non sparking tools safety lights and gas masks and portable air blowers (when necessary). They must be supplied with barrier cream for anointing the limbs before working inside the sewer lines.
- (xiv) Workmen descending a manhole shall try each ladder stop or rung carefully before putting his full weight on it to guard against insecure fastening due to corrosion of the rung fixed to manhole well.
- (xv) If a man has received a physical injury, he should be brought out of the sewer immediately and adequate medical aid should be provided to him.
- (xvi) The extent to which these precautions are to be taken depend on individual situation but the decision of the Engineer-in-Charge regarding the steps to be taken in this regard in an individual case will be final.
- *j.* The Contractor shall not employ men and women below the age of 18 years on the work of painting with products containing lead in any form. Wherever men above the age of 18 are employed on the work of lead painting, the following precaution should be taken:-
  - (i) No paint containing lead or lead products shall be used except in the form of paste or readymade paint.
  - (ii) Suitable face masks should be supplied for use by the workers when paint is applied in the form of spray or a surface having lead paint is dry rubbed and scrapped.
  - (iii) Overalls shall be supplied by the contractors to the workmen and adequate facilities shall be provided to enable the working painters to wash during and on the cessation of work.
- **73.** An additional clause (viii) (i) of Central Public Works Department Safety Code (iv) the Contractor shall not employ women and men below the age of 18 on the work of painting with product containing lead in any form, wherever men above the age of 18 are employed on the work of lead painting, the following principles must be observed for such use:
  - **a.** White lead, sulphate of lead or product containing these pigment, shall not be used in painting operation except in the form of pastes or paint ready for use.
  - **b.** Measures shall be taken, wherever required in order to prevent danger arising from the application of a paint in the form of spray.
  - c. Measures shall be taken, wherever practicable, to prevent danger arising out of from dust caused by dry rubbing down and scraping.

- **d.** Adequate facilities shall be provided to enable working painters to wash during and on cessation of work.
- e. Overall shall be worn by working painters during the whole of working period.
- f. Suitable arrangement shall be made to prevent clothing put off during working hours being spoiled by painting materials.
- g. Cases of lead poisoning and suspected lead poisoning shall be notified and shall be subsequently verified by medical man appointed by competent authority of C.P.W.D PWD (DA).
- h. C.P.W.D./PWD (DA) may require, when necessary medical examination of workers.
- *i.* Instructions with regard to special hygienic precautions to be taken in the painting trade shall be distributed to working painters.
- **74.** When the work is done near any place where there is risk of drowning, all necessary equipments should be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision, should be made for prompt first aid treatment of all injuries likely to be obtained during the course of the work.
- **75.** Use of hoisting machines and tackle including their attachments, anchorage and supports shall conform to the following standards or conditions:
  - a. (i) These shall be of good mechanical construction, sound materials and adequate.
    - (ii) Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength, and free from patent defects.
  - **b.** Every crane driver or hoisting appliance operator shall be properly qualified and no person under the age of 21 years should be in charge of any hoisting machine including any scaffolding winch or give signals to operator.
  - c. In case of every hoisting machine and of every chain ring hook, shackle swivel and pulley block used in hoisting or as means of suspension, the safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with the safe working load. In case of a hoisting machine having a variable safe working load each safe working load and the condition under which it is applicable shall be clearly indicated. No part of any machine or any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.
  - d. In case of departmental machines, the safe working load shall be notified by the Electrical Engineer-in-Charge. As regards contractor's machines the contractors shall notify the safe working load of the machine to the Engineer-in-Charge whenever he brings any machinery to site of work and get it verified by the Electrical Engineer concerned.
- **76.** Motors, gearing, transmission, electric wiring and other dangerous parts of hoisting appliances should be provided with efficient safeguards. Hoisting appliances should be provided with such means as will reduce to the minimum the risk of accidental descent of the load. Adequate precautions should be taken to reduce to the minimum the risk of any part of a suspended load becoming accidentally displaced. When workers are employed on electrical installations which are already energized, insulating mats, wearing apparel, such as gloves, sleeves and boots as may be necessary should be

provided. The worker should not wear any rings, watches and carry keys or other materials which are good conductors of electricity.

- 77. All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities should be provided at or near places of work.
- **78.** These safety provisions should be brought to the notice of all concerned by display on a notice board at a prominent place at work spot. The person responsible for compliance of the safety code shall be named therein by the contractor.
- **79.** To ensure effective enforcement of the rules and regulations relating to safety precautions the arrangements made by the contractor shall be open to inspection by the Labour Officer or Engineer-in-Charge of the department or their representatives.
- **80.** Notwithstanding the above clauses from (1) to (15), there is nothing in these to exempt the contractor from the operations of any other Act or Rule in force in the Republic of India.
- **81.** In case of any dispute the settlement of which is not provided under any other clause of this contract it shall be referred to the sole arbitrator, the President, Cantonment Board, Allahabad whose decision shall be final, conclusive and binding on all parties to the contract.

(C. Dinesh Kumar Reddy)
CHIEF EXECUTIVE OFFICER
CANTONMENT BOARD ALLAHABAD

Signature of Contractor

# ON LINE TENDER

(Item rate tender and contract for works)

To,

The President Cantonment Board Allahabad

Having examined and perused the following documents:-

- 1 Notice inviting e-tender including its Appendix 'A'.
- 2 Specifications signed by CEO /Assistant Engineer, Cantonment Board Allahabad.
- 3 All the materials, articles to be used in the work under contract shall confirm to I.S./B.I.S. requirement and shall bear I.S.I. marking
- 4 Detailed Drawings
- 5 Schedule 'A' 'B' 'C' 'D' F attached here to.
- 6 MESSSR 2010 with latest amended, MES Specifications 2009
- 7 General condition of contract attached hereto.
- **8** All the contents, rules referred to in the tender documents for the work.
- 9 Water condition Water will be supplied by the Cantonment Board and shall be paid for by the Contractor at the rate of Rs. 3.75 for every Rs 1000/- worth of work done price contract rate. For water tanker supply extra charges approved by the Board shall be charged.
- 10 Should this tender be accepted I/We agree: -

| a. | That       | the      | sum          | of        | Rs        |  |
|----|------------|----------|--------------|-----------|-----------|--|
|    | (Rupees)_  |          |              |           | 01        | ly forwarded as earnest money shall either be  |
|    | retained a | s a part | t of securit | y deposi  | t or be   | efunded by the Chief Executive Officer, Cantt. |
|    | Board on   | receipt  | of approp    | riate am  | nount as  | security deposit within the time specified in  |
|    | general co | ndition  | contract/ ac | cceptance | e letter/ | Schedule 'F'.                                  |

| b. | And specifications, drawings contained/ referred therein and as detailed in Schedule 'A       |
|----|---|
|    | within the time stipulated in Schedule 'F' and to carry out such deviation as may be ordered  |
|    | up to maximum and further agree to refer all disputes to the President, Cantt. Board          |
|    | Allahabad whose decision shall be final, conclusive and binding, in default thereof to forfei |
|    | the sum of RS furnished as security money to CEO (Chie  |
|    | Executive Officer, Cantonment Board, Allahabad).  |

© To keep the tender open for a period of 90 days from the date of opening of financial bid and not to make any modification in its terms and conditions.

I/We have read the various conditions governing the contract attached hereto, studied the specifications items of work, possess the knowledge of existing site condition, availability of materials and labour. I/We offer to do the above work as per laid down specifications and conditions and tender the rates of various items of the work attached herewith.

Should my/our tender is accepted I/We hereby agree to abide and fulfill all the terms and conditions of the contract annexed hereto and shall also execute the contract agreement embodying the conditions hereto attached and other conditions on the format approved by the Cantonment Board available in the office of Chief Executive Officer within the stipulated time of receipt of communication to do so as per Schedule 'F'.

Further, If I/We fail to deposit security money and execute contract agreement within stipulated time on receipt of a communication in writing I/We agree that Cantonment Board, Allahabad shall without prejudice to any other right or remedy available in the law, be at liberty to forfeit the earnest money absolutely.

If I/We fail to commence the work within stipulated time as specified in Schedule 'F', I/We agree that Cantonment Board, Allahabad shall without prejudice to any other right or remedy available in the law, be at liberty to forfeit the full value of security money absolutely and cancelled the awarded work.

Further, I/ We agree that in case of forfeiture of earnest money or earnest money and security

| money both as aforesaid I/We shal  | l be debarred from | participation | on in ar  | y tender for one year.    |
|--|--------------------|---------------|-----------|---------------------------|
| I/We also deposit herewith sec   | urity money of Rs. | ·             |           | only in the form          |
| retained by the Cantonment Board<br>year from the date of satisfactory c |                    | • •           | sit for 1 | maintenance period of one |
| Signature  | in the             | capacity      | of        | duly                      |
| authorized to sign the tender for an                                     | nd behalf of M/S _ |               |           | Dated                     |
| Postal   | Address            |               |           | Witness                   |
|  | Telegraphic        | Add           | lress     | Address                   |
| Teleph   | none No            |               | _•        |                           |

#### FINANCIAL BIDS (Cover -2)

#### LIST OF ITEM OF WORKS AND PRICES

#### 1. SCOPE OF WORKS

This contract comprises the full, final and entire completion of work as per drawings, Schedule 'A' and MES Specifications Part-I with latest amendment and MORTH specifications all as described forming part of contract. These MES Specifications with latest amendment shall be deemed to form part of this contract.

All the materials / articles to be incorporated in the work under this tender / contract shall be strictly tested at a frequency as laid down in Indian Standard / IRC Standard / Standard as specified in the contract as well as mentioned in MES Specification 2009 Part-I latest amendment for which contractor shall provide all requisite facilities like samples, cubes, and materials etc, transportation, testing charges and the like and expenses shall be borne by the contractor at his own cost and nothing shall be paid to the contractor on this account. The rates quoted in Schedule 'A 'by the contractor shall be inclusive of testing expenses mentioned above.

#### 2. ITEM RATE TENDER

- **a.** Description of items given in Schedule 'A' are in brief, these are deemed to be amplified and read in conjunction with latest IS, special conditions, particular specification, specification for materials and workmanship and conditions / Specifications given in the relevant section of the MES Specification 2009 Part-I latest amendment and, contract and drawings.
- **b.** Unit rates in Schedule 'A' shall be deemed to allow any minor details of work and minor necessities which are obviously and fairly intended and which may not have been referred to in these documents but are essential to the work and to confirm to good workmanship and should in engineering practice.
- **c.** In case of difference of opinion as to whether or not a certain item of work constitutes minor details of construction and minor necessities the decision of the Chief Executive Officer shall be final conclusive and binding.

#### 3. PERIOD OF COMPLETION

**a.** The entire work under this contract listed in Schedule 'A' including all connected works shall be completed strictly **WITHIN 3 MOTHS** in all respect. The site for entire works shall be handed over simultaneously along with the work order.

### 4. SITE OF WORKS

This work shall be done at site (s) as shown in the site plan. The Board/CEO may order minor changes in the layout for which no adjustment will be made.

- **5.** Method of measurement of all works shall be as described in P.W.D. unless otherwise specified in these documents.
- **6.** The unit rates and amounts tendered by the tenderer shall be deemed to have been calculated in the manner set out in conditions of general conditions of contract that the rates i.e. unit rates and tendered amount shall be deemed to include for the full final and entire completion of work and the contractor

shall have no claim on account of any error inaccuracies misunderstanding if any in the rates and any other information inserted by the department.

- 7. Unless otherwise specified, rates per unit for all items of works in Schedule 'A' (BOQ) shall include for materials ,labour, tools, plants, water, and electricity charges, all scaffoldings, all taxes, Cess and other charges required by the Govt etc complete. The Cantonment Board will not entertain any claim whatsoever, on account of any inaccuracies/misunderstanding if any, in the rates tendered by the contractor in Schedule 'A' (BOQ).
- **8.** The tendered rates shall be deemed to include for the provision of all materials, processes, operations and special requirements detailed in the particular specifications irrespective of that as to whether these appear as specified items mentioned in description of Schedule 'A' (BOQ) item or not and the contractor shall not be entitled for extra payment for the same.
- **9.** This estimates however not a guarantee and is merely given as rough guide only and if the work costs more or less, tenderer will have no claim on that account.
- **10.** Rates against all items of schedule 'A' (BOQ) should be quoted and no items shall be left **BLANK**. In case no rate is quoted against a particular item it shall be deemed that tenderer shall carry out the requisite quantity of work without any cost to the Cantonment Board and contract sum be worked out accordingly. No claim whatsoever shall be entertained at a later date.

(C. Dinesh Kumar Reddy)
CHIEF EXECUTIVE OFFICER
CANTONMENT BOARD ALLAHABAD

Signature of Contractor

# **SCHEDULE 'B'**

| LIST OF STORES ETC. TO BE ISSUED TO THE CONTRACTOR                                     |
|--|
| Nil  |
| SCHEDULE 'C'   |
| ISSUE OF TOOLS AND PLANTS (OTHER THAN TRANSPORT WHICH WILL BE HIRED TO THE CONTRACTOR) |
| Nil  |
| SCHEDULE 'D'   |
| TRANSPORT TO BE HIRED TO THE CONTRACTOR  |
| Nil  |
|  |
| (C. Dinesh Kumar Reddy) CHIEF EXECUTIVE OFFICER CANTONMENT BOARD ALLAHABAD             |
| SIGNATURE OF CONTRACTOR  |
| DATED:   |

|           | SCHEDULE 'F'   |  |  |  |  |  |
|-----------|--|--|--|--|--|--|
| Sl.<br>No | General Rules and d  | lirection  |  |  |  |  |
| 1.        | Officer inviting tender  | Chief Executive Officer Cantonment Board, Allahabad      |  |  |  |  |
| 2.        | Engineer-in-Charge   | Assistant Engineer Cantonment<br>Board, Allahabad        |  |  |  |  |
| 3.        | Accepting Authority  | Cantonment Board, Allahabad                              |  |  |  |  |
| 4.        | Standard Schedule of Rates:  | MESSSR2010Part-II and MESSSR<br>2009 Part-I PWD Schedule |  |  |  |  |
| 5.        | Department   | Cantonment Board, Allahabad                              |  |  |  |  |
| 6.        | Time allowed for submission of Non- Judicial<br>Stamp paper and Security deposit from the date of<br>issue of letter of acceptance | 15 days  |  |  |  |  |
| 7.        | Maximum allowable extension beyond the period as provided in 6 Above   | 7 Days   |  |  |  |  |
| 8.        | Time allowed for commencement of work  | 15 days from date of work order                          |  |  |  |  |
| 9.        | Time allowed for completion of work  | 03 Months  |  |  |  |  |
| 10.       | Authority to decide Extension of time / Rescheduling of mile stone   | Chief Executive Officer/ Board                           |  |  |  |  |
| 11.       | Authority for fixing Compensation/penalty  | Chief Executive Officer / Board                          |  |  |  |  |

In the event of not achieving the necessary milestones as assessed from mile stone bar Chart, 1% of the tendered value of work will be withheld for failure of each mile stone.

Specification to be followed for Execution of work:

For Civil items &Electrical MES SSR mentioned above and PWD Schedule

**Signature of Contractor Dated** 

Chief Executive Officer Cantonment Board, Allahabad

# (SCHEDULE OF MINIMUM FAIR WAGES)

It is herby agreed by \*me/us that the" Schedule of Minimum fair wages" not enclosed with the tender document, has been supplied to \*me/us for \*my/our possession. \*I/We have read and under stood the rules/provision contained in the aforesaid schedule of minimum fair wage before submission to this tender and I/we agree that \*I/We shall abide the terms and conditions there on as modified if any elsewhere in these tender documents.

It is here by further agreed and declared by \*me/us that Schedule of minimum fair wages form part these tender documents.

**NOTE**: - Schedule of 'Minimum Fair Wages' referred to above is available for reference in the office of Chief Executive Officer, Allahabad..

My/Our signature hereunder amounts to my/our having signed the aforesaid documents forming part of the tender.

Signature of Contractor

#### PARTICULAR SPECIFICATIONS

#### 1. GENERAL

- 1.1. The work under this contract shall be carried out in accordance with schedule 'A' provisions, particular specifications, drawings, General specifications and other provisions in MES standard Schedule of rates 2010 and Part –I,2009 and these shall be rates in conjunction with each other and PWD Schedule.
- 1.2. Specifications of materials and workmanship shall be as described in the MES Department Specifications (latest) including latest amendments, unless otherwise specified. These MES Specifications shall be deemed to form part of this contract. The Contractor shall procure and maintain copies of the latest MES and PWD Specifications while quoting the rates which are available on NET.
- 1.3. The terms "General Specifications" referred to in Para 1.1. here-in before as well as referred to in General condition of contract shall mean the specification contained in MES standard Schedule / MES Specifications, I.S., MORTH specifications and any other standard Engineering Books, BIS Specifications/ or BIS Codes of Practice [ reference shall be to the latest edition of BIS (Bureau of Indian Standards)]. The decision of CEO as to which is standard Engineering Book shall be final and binding.
- 1.4. General Rules, specifications, special conditions and all MES and PWD Schedule / Specifications shall be deemed to apply to the work under this contract, unless mentioned otherwise in these documents. In case of any discrepancy or variation, the provisions in these documents shall take precedence over the aforesaid provisions in the MES and PWD Schedule / Specifications. The term "as specified" wherever appearing in tender documents relates to relevant particular specifications and in its absence general specifications.
- 1.5. Specifications for ;materials and workmanship required to be incorporated in the work under this contract shall be all as described in MES and PWD standard Schedule of rats and its specifications except wherever specifically mentioned otherwise in these documents. General rules, specifications, special conditions and all preambles to various sections and for rates, special conditions, method of measurement etc given in MES/ PWD Schedule shall also apply to this contract unless otherwise mentioned in the tender documents. Wherever any materials is specified to be obtained from a particular source (s) that materials shall be obtained from particular source (s) only.
- 1.6. Particular specifications given hereinafter are in brief and are meant only to particularize, amend and emphasize the specifications given in MESSSR and PWD. In respect of such items of work for which particular specifications are not given in Schedule 'A' or in these particular specifications, specifications given in the relevant Indian Standards or code of practice and MESSSR / MES and PWD Specifications shall be followed.
- **1.7.** Materials provided by the contractor for incorporation in the works shall comply with the requirements of relevant Indian Standards (IS) of latest edition.

#### 2. MATERIALS TO BE PROVIDED BY THE CONTRCTOR

The Contractor shall, at his own cost and expense, provide all materials required for the Works.

All materials to be provided by the Contractor shall be new and in conformity with the specifications laid down in the Contract and 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.

# 3. SAMPLES OF MATERIALS

- 3.1. Samples of material proposed to be used in the work under contract shall be supplied by the contractor to the CEO for approval within 15 days of issue of work order, at his own cost and expense without delay. The Engineer-in-Charge / CEO shall within 15 days of supply of samples or within such further period as he may require and 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-Charge/ CEO for his approval fresh samples complying with the specifications laid down in the Contract.
- 3.2. The Engineer-in-Charge shall have full powers to require removal of any or all of the materials brought to site by the Contractor which are not new and not in accordance with the Contract specifications or do not conform in character or quality to samples approved by him. In case of default on the part of the Contractor in removing rejected materials, the Engineer-in-Charge shall be at liberty to have them removed by other means at the Contractor's expense and risk. The Engineer-in-Charge shall have full powers to require other proper materials to be substituted for rejected materials and in the event of the Contractor refusing to comply, he may cause the same to be supplied by other means. All costs/charges and expenses which may attend upon such substitution shall be borne by the Contractor.
- 3.3. The Engineer-in-Charge shall be entitled to have tests carried out as specified in the Contract for any materials supplied by the Contractor other than those for which, as stated above, satisfactory proof has already been furnished, at the cost of the Contractor and the Contractor shall provide at his expense all facilities which the Engineer-in-Charge may require for the purpose. If no tests are specified in the Contract and such tests are required by the Engineer-in-Charge the Contractor shall provide all facilities required for the purpose and the charges for these tests shall be borne by the Contractor only. If the tests disclose that the said materials are not in accordance with the provision of the Contract the contractor shall remove the same from site. The cost of materials consumed in tests shall be borne by the contractor including its transportation etc. The rates quoted by the contractor in Schedule 'A' shall be inclusive of these expenses and no extra payment shall be made.
- **3.4.** Materials, which are not specified to bear IS certification mark, shall strictly conform to samples kept in CEO'S office or its superior quality.
- **3.5.** The tenderer is advised to inspect materials, which are displayed in the office of CEO, before submitting his tender. The tenderer shall be deemed to have inspected the samples and satisfied himself as to the nature and quality of materials, he is required to incorporate in the work irrespective of whether he has actually inspected them or not. The materials to be incorporated in the work by the contractor shall confirm to, or shall be superior in quality to sample displayed and shall comply with the specifications given hereinafter.
- **3.6.** Materials and articles to be incorporated in works shall bear ISI marking unless otherwise specified. In exceptional cases where situation so warrants, materials without ISI marking may be incorporated after written approval of the CEO subject to the followings
- **3.7.** The materials/ articles must conform to IS/ BIS requirements.
- 3.8. The change shall be subject to price adjustment i.e. minus 10% (ten percent) of the cost of IS/BIS marked materials/articles and in the absence of the availability of rate of IS/BIS marked materials/articles the rate of adjustment shall be at minus 11% (eleven percent) of the cost of materials/articles actually incorporated, the element of sales tax etc. and 15% (fifteen percent) for overheads and profits as per condition shall be in addition to price adjustment stated above.

- **3.9.** Sample of materials shall be supplied by the contractor to CEO for approval within 15 days of the date of issue of Work Order.
- **3.10.** The sample shall be mounted in a wooden board of suitable size. This samples board shall bear the CA No & Name of contractor. This board shall be kept in CEO'S office and shall be retained by CEO after completion of work. The contractor rates are deemed to include for this.
- **3.11.** The contractor shall ensure that the materials used in the work are identical with the approved samples. The materials shall be brought to the site by the contractor in the manufacturers' original packing with the seal intact or with wrapper and shall not be installed unless approved by the Engineer-in-charge.
- **4.** The contractor shall not procure bulk materials unless the samples are not approved in writing from CEO.

#### SOURCE OF MATERIALS FOR CONCRETE, MASONRY, PLASTER AND POINTING:-

| Fine Aggregate (Sand) for Concrete work              | Yamuna                                   |  |
|--|--|--|
| Coarse Aggregate                                     |  |  |
| For all PCC work up to 20 mm graded stone aggregate  |  |  |
| and RCC work   | Bharat Koop / Dala                       |  |
| For all PCC work for 40 mm and above graded a stone  |  |  |
| aggregate  | Shankergarh                              |  |
| © Sand for mortar, masonry and plastering / pointing | Yamuna                                   |  |
| Bricks   | Best quality kiln burnt bricks available |  |
|  | locally or nearest                       |  |

### 5. EXCAVATION

- **5.1.** Excavation shall be in soft/loose soil.
- **5.2.** The contractor's item rate shall include for cost of timbering if any required to up hold the sides of excavation. The contractor shall take this fact into account while submitting his tender.
- **5.3.** The rate quoted by the contractor shall be deemed to include for bailing pumping and dewatering of foundations if water is met with or accumulates from any source of cause.
- **5.4.** In the event of deviation no adjustment shall be made for cost of bailing, pumping, and dewatering and timbering arising out of reasons as specified above.
- **5.5.** Any excavation made in uncertainly deeper than that shown in drawing shall be made good by the contractor in concrete as specified for foundation in the situation without any extra cost to the Cantt. Board.
- **5.6.** Before construction work is started, wooden, scups roots, stumps, twinge etc. within 10 meters of foundation shall be removed from the site and carefully disposed of by burning throwing them away in the adjacent area and the burning them in the ground is to be strictly avoided as this may be lead to the development of a large termite colony nearby.

#### 6. ROAD WORK

Refer section 20 A and 20 B of MES SSR 2009-Part I & Part II-2010 and PWD current schedule.

#### 7. BINDER

It shall be paying bitumen of suitable penetration 80/100 as per IS 73-2006 (Second revision).

#### 8. 25mm/40 mm thick SEMI DENSE BITUMINOUS CONCRETE

#### **COARSE AGGREGATE**

Coarse aggregates shall consist of crushed rock, crushed gravel or hard materials (Bharat Koop), dalla grit stone and shall be clean, hard, durable, of angular shape, fragments, clear, tough and durable rock free from disintegrated piece and organic or deleterious matter and adherent coating. The aggregate shall preferably by hydrophobia and of low porosity. The specifications for binder and geanular course shall be as per MORTH specifications. Forth Revision (reprinted Apr 2005) or as per subsequent revisions from time to time. The aggregates shall satisfy the physical requirements and grading requirements as indicated in MESSSR, Part –I, 2009 at Clause No 20.B.2.5.2. Physical requirements

#### FINE AGGREGATE

The fine aggregate shall consist of crushed or naturally occurring material and be fraction passing 2.36 mm sieve and retained on 75 micron sieve consisting of crushed screening, natural sand or mixture of both. (Bharat Koop), dala grit screening. It shall be clean, hard, durable uncoated and dry, free from injurious, soft or flaky pieces and organic or deleterious substances.

## 9. SCOPE OF WORK

The tenderer are requested to visit the site before quoting their rates and be well familiar with the working condition/working hours and space for storage of material.

# 10. EXCAVATION AND EARTH WORK FOR ROAD FORMATION/BERMS

- **10.1.** Levels of existing ground shall be recorded jointly by the contractor and the Engineer-in-Charge before commencement of earthwork. Quantities of earthwork shall be calculated from these levels and the reduced levels of the formation surfaces. All labour etc required for recording of levels shall be provided by the contractor.
- **10.2.** High level portions of the area under road formation/Berm shall be excavated to the required level as ordered and well consolidated with 8 to 10 ton power roller.
- **10.3.** Earth filling in road formations shall be done under suitable moisture conditions to give a well compacted surface. Earth shall be spread in layers not exceeding 250cm thick, each layer leveled, watered and rolled with 8 to 10 ton power roller to obtain well compacted surface. Deduction in earth filling qty shall be made as specified in MES Schedule for payment purposes.
- **10.4.** Top surface and sides of earth filling shall be properly finished to slopes/camber/super elevation and gradient as directed.

# 11. MATERIALS

**11.1** Stone aggregate and screening for WBM

Broken crushed stone aggregate of Shankargarh.

**11.2** Stone chips for "premixed Bituminous and repaired to pot holes.

Broken/crushed stone chips from Bharatkoop/Dala. Local coarse sand of YAMUNA as per sample kept in CEO office shall be used in Carpet.

**11.3** Fine Aggregate (Sand)

# 11.4 Bitumen Grade VG-10

Bitumen shall be paving bitumen of Grade VG-10 conforming to IS 73-2006 and shall be procured by the contractor direct from the manufacturers. IOC/BPCL/HPCL. The original purchase vouchers of bitumen will be produced by the contactor to the EIC duly defaced by EIC and entered in MB as NOT TO BE ABSTRACTED to ensure that the quantity required for incorporation has been brought at site and consumed in the work.

# 12. SOLING

Soling shall consist of broken stone / well burnet soling bricks and shall be provided over the rolled surface as specified in clause 20.A.2 & 20.A.20.1 of MES Schedules Part I, 2009.

### 13. W.B.M.

W.B.M. shall be provided of the thickness as described in Schedule "A" (BOQ) Material and workmanship shall be as specified in clause 20.A.21 & 20.A.3 of MES Schedule Part I, 2009 and PWD Schedule.

# 14. TESTING OF MATERIALS:

Contractors are required to submit manufacturer test certificate for every lot of purchase of bitumen. The contractor shall get the independent test as specified in I R C/I S and in clause 20.B.2 of SSR Part-I 2009 (specifications) including sieve analysis from the approved lab/Area lab, MNNIT, Allahabad and obtain a test report before incorporating the materials in the work. Any other test as specified in IRC, IS or mentioned in relevant clause in SSR Part –I not conducted by the Area lab shall be carried out in the Govt. lab approved by the CEO/ Cantt. Board. The cost of all the tests required for physical completion of the work carried out in Area lab or in Govt. approved lab shall be borne by the contractor.

#### **15. RECORD OF MATERIALS:**

Materials brought by contractor such as aggregate, screening and stone chips and sand etc. for incorporation in the work shall be recorded in MB for record purpose duly signed by Engineer-in-Charge and contractor with a view to justifying the materials required and materials brought by contractor at site. Necessary allowances for unevenness of ground where materials are stacked shall also be taken into account.

16. The combined grading of coarse/ fine aggregate shall confirm the table given at 20.B.2.5.4 (a) (b) (c) (d) & (e).

# 17. PREPARATION OF UNDER LYING COURSE

The under laying course shall be prepared shaped and conditioned to a uniform grade and section as specified. Any depression or potholes shall be properly made up and thoroughly compacted. The surface shall be scrapped, clean and free from dust and foreign material before applying tack coat.

#### 18. APPLICATION OF TACK COAT

The binder shall be heated to its appropriate temperature and applied uniformly over the prepared surface by mechanical sprayer. The tack coat shall apply immediately before spreading the mix. The rate of tack coat shall be as indicated in Schedule 'A'.

#### 19. PREPARATION OF MIX

The mixing of aggregate, binder and filler shall be done in hot mix plant of adequate capacity either batch type or continuous one. The Hot mix plant shall have arrangement for grading and batching y weight or volume a

binder heating and control unit for; metering out the correct quantity of heated binder and a paddle mixer or proper coating for binder to heated aggregate. Filler supply unit shall also be part of plant. The correct quantity of material of each size of aggregate as per hob formula shall be fed with specified quality of binder and filler resulting in homogeneous and balanced mix.

#### 20. SPREADING OF THE MIX

The mix shall preferably be carried from the mixer by mechanical transport and spreading done by means of self propelling mechanical paver with suitable screeds capable of spreading, tamping and finishing the mix true to grade, line and cross section without causing segregation dragging irregularities or other surface defects and at speed consist out with character of the machine. The temperature at the time of laying shall be the designed temperature. The mix shall be spread so that required thickness is achieved after rolling.

#### 21. COMPACTION

The mix after spreading shall be thoroughly compacted by rolling by set of rollers, at a speed not more than 5 Km/hr immediately following by paver. The inner rolling shall be with 8-12 ton, wheeled roller and surface finished by final rolling with 8-12 ton tandem roller. The wheel of roller shall be kept moist and rolling shall commence longitudinally from the edge and progress towards center. The roller shall proceed on the fresh material with a rear or fixed wheel leading so as to minimise the pushing half the width of roller.

#### 22. AGGREGATE

Aggregate shall consist of crushed stone. It shall be of (Bharat Koop/ Dala). It shall have clean, strong, durable and fairly cubical fragments free from disintegrated pieces, salt, alkali, vegetable matter, dust and adherent coating. The aggregate shall preferably by hydrophobic in nature and low porosity.

The aggregate shall satisfy the following physical requirements:

| Property Value, max, percent |    |
|------------------------------|----|
| Less Angles Abrasion Value   | 35 |
| or                           |    |
| Aggregate Impact Value       | 30 |
| Flakiness Index              | 25 |
| Stripping Value              | 25 |
| Water absorption             | 2  |

#### 23. ROLLING:

As soon as sufficient length has been spread with the premix, the surface shall be rolled with 8 to 10 tones smooth wheeled power rollers or pneumatic type rollers. Rolling shall commence at the edge and progress towards the center longitudinally, except in the case of super elevated curves, where rolling shall progress from the inside towards the outside of the curve. When the roller has passed once over the whole area any high spots or depression which becomes apparent shall be corrected by removing or adding premixed chippings. When this has been done, the surface shall be rolled to compaction and all roller marks culminated. Excessive rolling shall be avoided as this serves no useful purpose any may spoil the carpet. In each pass of the roller and preceding rack shall be Overlapped uniformly by at least 1/3 width. The roller wheels shall be kept damp to prevent the premix from adhering to wheel and being picked up. Full and lubricating oil shall not be used for this purpose. Longitudinal and transverse edges of the carpet laid and compacted earlier shall be cut to their full depth so as to expose fresh surface, which shall be painted with a thin surface coat of binder before new mix is placed against it.

#### 24. APPLICATION OF BINDING MATERIAL

After the application of screening, sprinkling an grouting, binding material where it is required to be used, shall be applied at a uniform and slow rate in two or more successive thin layer. After each application of binding material, the surface shall be copiously sprinkled with water and the resulting slurry swent in with hand brooms/mechanical brooms of both as to fill the voids properly. This small be followed by rolling with a 6-10 tonne roller, during which water shall be applied to the wheels to wash down the binding material that may get stuck to them. The spreading of binding material, sprinkling of water, sweeping with brooms and rolling shjall continue until the slury of binding material and water forms a wave ahead of the wheels of moving roller, and wave of frit is formed ahead of the wheels of roller.

#### 25. SETTING AND DRYING

After final compaction of the course, the road shall be allowed to cure overnight. Hungry spots shall then be filled with screenings or binding material, lightly sprinkled with water, if necessary, and rolled. No traffic shall be allowed till the macadam set. Bituminous surfacing shall be laid only after the WMB course is completely dry and before allowing any traffic on it.

#### 26. BRICK EDGING

Brick edging to roads, paths, hard standing etc. of the specified width shall be laid on edge or on end, vertically of at the required angle as indicated. The Bricks shall be laid and embedded in the ground to the depths as directed. The earth around the bricks shall be tamped and surplus spoil if any, shall be removed and disposed off as directed. Bricks shall be of Ist class-M-150 as indicated. Bricks shall conform to IS 1077-1976 as specified in section 5 – Bricks without soaking in the water shall be laid dry, flat or on edge, as indicated on and including a layer of sand, 25mm thick laid to require slope after laying the bricks the joints shall be filled with fine sand.

#### 27. REPAIR TO POT HOES

Pot holes shall be repaired as described in clause 30.A 34.2 of MES Schedule Part I, 2009. Top of the pot holes shall be finished slightly proud by at least 6mm with the existing surface of road to allow subsequently settlement. The measurement of each pot holes shall be recorded in measurement book with the location before the repair work is taken in hand by the contractor.

Pot holes – Pot holes will be rectified as specified in section 20 A & 20 B of MES SSR 2010 Part II & 2009 Part-I.

- **28.** The contractor shall inform the Cantonment Board in writing, at least 20 days before the start of the work of the job mix formula proposed for use in the work and shall give the following details-
  - (i) Source and location of all materials.
  - (ii) Proportion of all materials expressed as follows where each is applicable;
    - a. Binder type, and percentage by weight of total mixture
    - **b.** Coarse aggregate/Fine aggregate/ Mineral filler as percentage by weight of total aggregate including Mineral filler
  - (iii) A single definite percentage passing each sieve for the mixed aggregate.
  - (iv) The individual grading of the individual aggregate fractions and the proportion of each in the combined grading.
  - (v) The result of tests enumerated as obtained.
  - (vi)Test results of physical characteristics of aggregates to be used.
  - (vii) Mixing temperature and compacting temperature.

While establishing the job mix formula, the contractor shall ensure that it is based on a correct and truly representative sample of the materials that will actually be used in the work and that the mixture and its different ingredients satisfy the physical and strength requirements of these specifications.

Approval of the job mix formula shall be based on independent testing by the Engineer for which samples of all ingredients of the mix shall be furnished by the contractor as required by the Engineer.

The approved job mix formula shall remain effective unless and until a revised job mix formula is approved.

Should a change in the source of materials be proposed a new job mix formula shall be forwarded to the Engineer for approval before the placing of the materials.

#### 29. TESTING OF MATERIALS AND TESTING CHARGES

- **29.1.** All tests (as directed by the EIC / CEO) shall be got carried out by the contractor from the laboratories / Testing Agency / Engineering College / National Test House / SEMT Wing at the discretion of Chief Executive Officer/ Engineer –IN-Charge.
- **29.2.** The cost of materials, labours to be consumed in testing, transportation charges, testing charges and the like shall be borne by the contractor. The rates quoted by the contractor in Schedule 'A' shall be inclusive of these expenses on testing of materials.
- **29.3.** All the materials to be incorporated in the work shall be strictly tested at a frequency as laid down in Indian Standard / IRC Standard / Standard as specified in the contract as well as mentioned in CPWD Specification 2009 Vol I & II.
- 29.4. Setting up of site laboratory is mandatory at the cost of contractor. This lab shall be operative for the entire duration of the contract with competent technical representative. This lab shall house all the facilities including T&P, machinery, equipments and man power etc required for conducting tests. All the expenditures on site slab shall be borne by the contractor. Tenderer is deemed to cater for the same in his quoted rates and nothing shall be paid to the contractor for establishing and conducting tests in site lab. Record shall be maintained at work site and shall be signed by the contractor and the Engineer-IN-Charge.
- 29.5. The tests of all materials shall be conducted as per frequencies laid down in Indian Standard / IRC Standard / Standard as specified in the contract for which contractor shall provide all requisite facilities like samples, cubes, and materials etc, transportation. It will be the contractor's responsibility to adhere to the laid down frequency of testing. Test result shall be sent by the lab directly to the CEO which copy can be made by the contractor at his own expense.

| Signature of Contractor |   |
|-------------------------|---|
| Dated:                  | ( |

Chief Executive Officer Cantonment Board, Allahabad

# SCHEDULE OF CREDIT FOR UNSERVICEABLE MATERIALS OBTAINED FROM TAKING DOWN/DISMANTLING/DEMOLITION BECOMING CONTRACTOR'S PROPERLY

| PROPERLY   |   |       |               |  |  |
|------------|---|-------|---------------|--|--|
| Sl.<br>No. | Description of material                                       | Unit  | Rate          |  |  |
| 1.         | Bricks including bricks bats                                  | Cum   | Rs. 500.00.00 |  |  |
| 2.         | Steel i.e Angle Iron,Flat iron, channel etc.                  | Kg    | Rs. 18.00     |  |  |
| 3.         | Stone slab any thickness from (20 mm to 40 mm)                | Sqm   | Rs. 30.00     |  |  |
| 4.         | Asbestos cement sheet any gauge including                     | Sqm   | Rs. 70.00     |  |  |
|            | Ridge (Corrugated or semi corrugated)                         | 1     |               |  |  |
| 5.         | Rolling shutters with top cover                               | Sqm   | Rs. 400.00    |  |  |
| 6.         | Mild steel Bars   | Kg.   | Rs. 18.00     |  |  |
| 7.         | Plywood/other ceilings  | Sqm   | Rs. 25.00     |  |  |
| 8.         | Timber scantling 40 sqm cm and over in section (Any           | Cum   | Rs. 4000.00   |  |  |
| 0          | type wood)  | Corre | D. 6000.00    |  |  |
| 9.         | Wooden in scantlings above any size hard wood (Any type wood) | Cum   | Rs. 6000.00   |  |  |
| 10.        | Doors/windows any type of wood                                | Sqm   | Rs. 250.00    |  |  |
| 11.        | Iron Grills   | Kg    | Rs. 18.00     |  |  |
| 12.        | wooden chowkhats any size hard wood                           | Cum   | Rs. 4000.00   |  |  |
| 13.        | Rafter, Purling, post fillets under 40 sq cm in section       | Rm    | Rs.70.00      |  |  |
| 14.        | Battens for tiles any size                                    | Sqm   | Rs.45.00      |  |  |
| 15.        | Flush shutter any thickness                                   | Sqm   | Rs.200.00     |  |  |
| 16.        | Old 15mm bore steel tubing                                    | Rm    | Rs 10.00      |  |  |
| 17.        | Old Bib Tap 15mm CP   | Each  | Rs.15.00      |  |  |
| 18.        | Old stop valve/angle valae 15mm                               | Each  | Rs.15.00      |  |  |
| 19.        | Old Concealed stop cock 15mm                                  | Each  | Rs.15.00      |  |  |
| 20.        | Old ball valve 15mm/20mm PVC                                  | Each  | R s 25.00     |  |  |
| 21.        | Old PVC Flushing cistern                                      | Each  | Rs.50.00      |  |  |
| 22.        | Old Pillar Tap  | Each  | Rs.25.00      |  |  |
| 23.        | Old PVC Tank 500 ltr  | Each  | Rs.75.00      |  |  |
| 24.        | Old waste fitting 32mm brass                                  | Each  | Rs.5.00       |  |  |
| 25.        | Old Pillar cock   | Each  | Rs.15.00      |  |  |
| 26.        | Old 20 mm bore steel tubing                                   | Rm    | Rs 15.00      |  |  |
| 27.        | Old shower rose   | each  | Rs 10.00      |  |  |
| 28.        | Old sink (stainless steel)                                    | each  | Rs 50.00      |  |  |
| 29.        | Old PVC pipe  | Rm    | Rs 7.00       |  |  |
| 30.        | Old PVC connection  | each  | Rs 2.00       |  |  |
| 31.        | Old steel window/ ventilators                                 | Kg    | Rs 18.00      |  |  |
| 31.        | Old MS wire cloth   | Sqm   | Rs 8.00       |  |  |
| 32.        | Old u/s point wiring materials with wood batten/ conduit      | Point | Rs 20.00      |  |  |
|            | etc including switch/ socket/ ceiling rose/ bell push/        |       |               |  |  |
|            | holder etc  |       |               |  |  |
| 33.        | Old u/s sub main  | Rm    | Rs 3.00       |  |  |
| 34.        | Old u/s MCB/ DB/ Switch fuse any size                         | each  | Rs 5.00       |  |  |
| 35.        | Old u/s MCCB  | each  | Rs 15.00      |  |  |
| 36.        | Old u/s main switch   | each  | Rs. 25.00     |  |  |
| 37.        | Interlocking Tiles in any shape any thickness                 | Sqm   | Rs. 300.00    |  |  |

Signature of Contractor Dated:-....

Chief Executive Officer Cantonment Board, Allahabad