



TENDER DOCUMENT

(TECHNICAL BID)

For

**“Civil works to facilitate specially abled persons
at IIG New Panvel ”**

The duly filled tender along with credentials can be submitted upto

1600 hrs.28th January 2020

INDIAN INSTITUTE OF GEOMAGNETISM

(An Autonomous Scientific Research Organization
under the Department of Science and Technology, Govt. of India)
Kalamboli highway, Opposite to Asoodgaon Bus depo. Sector 18 , New Panvel,
Navi Mumbai
Ph: 022-27484000

PART –A TECHNICAL BID



INDIAN INSTITUTE OF GEOMAGNETISM
(An Autonomous Scientific Research Organization under
the Department of Science and Technology, Govt. of India)
Plot No.5, Sector 18, Near Kalamboli Highway,
New Panvel, Navi Mumbai- 410 218

TENDER NOTICE

Tender Ref.: **IIG / Engg / 2020-01**

Date: 08.01.2020

Sealed offline Percentage rate tenders are invited in two parts bid system viz. Technical and Commercial bids separately from eligible and established contractors or consortium having experience in carrying out the following similar works in the campuses of Indian Institute of Geomagnetism at New Panvel.

Sl. No	Name of works	Estimated Cost Rs. (lakhs)	Cost of Tender Rs.	EMD Rs.	Last date and time of receipt of Tender	Validity of Tender
1	“Civil works to facilitate specially abled persons at IIG New Panvel”	Rs.4.93/- lakhs	Nil/-	Rs. 9877/-	28.01.2020 by 16:00 hrs.	120 days

Date of sale of tender : From 08.01.2020 to 28.01.2020, by 1300 hrs

Last date of receipt of Tender: 28th January 2020 by 16:00 hrs.

Place of submission of Tender: Registrar, Indian Institute of Geomagnetism, Kalamboli highway, Opposite to Asoodgaon Bus depo. Sector 18, New Panvel, Navi Mumbai

Interested parties may please log on to <http://www.iigm.res.in> and <http://eprocure.gov.in> for further details.

Pre bid meeting: 23rd Jan2020 at 2.30 PM at IIG, New Panvel office. The tender documents shall not be issued by post.

The Director, IIG reserves the right to reject any or all the tenders without assigning any reason.

Registrar



INDIAN INSTITUTE OF GEOMAGNETISM
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Kalamboli highway, Opposite to Asoodgaon Bus depo., Sector 18, New Panvel, Navi
Mumbai
Ph: 022-27484000

NOTICE INVITING TENDERS

Sealed Percentage rates tender in the prescribed form are invited on behalf of Indian Institute of Geomagnetism for the proposed work of “Civil works to facilitate specially abled persons at IIG New Panvel

TENDER NOTICE NO.: IIG/ENGG/2020-01

08.01.2020

1	Name of work	“Civil works to facilitate specially abled persons at IIG New Panvel
2	Estimated Cost :	Rs. 4.93/- Lakhs
3	E.M.D.	Rs. 9877/- (Non-interest bearing) in the form of DD drawn in favor of Indian Institute of Geomagnetism, Panvel
4	Performance Guarantee and Security Deposit	5% each of the bided cost (Non-interest bearing)
5	Date of Sale of tender document from	08.01.2020 to 28.01.2020 by 13:00 hrs
7	Last date of receipt of tenders and opening of Technical Bid	28 th January 2020 up to 1600 hrs. If possible, on the same day at 1630 hrs
6	Cost of Tender Documents:	Nil
8	Time of Completion :	1.5 Months (including monsoon)
9	Prebid meeting	23.01.2020 at 1430 hrs. at IIG, Panvel , Navi Mumbai 410218.

2. Sale of tender documents: Tender documents consisting of the plans, drawings, specifications, schedule of quantities of the various classes of work to be executed, the set of terms and conditions of contract (to be complied with by the contractor whose tender may be accepted) and other necessary documents pertaining to the work will be open for inspection by the contracting agencies and which

can be seen / purchased in the office of the **Registrar, Indian Institute of Geomagnetism, Kalamboli highway, Opposite to Asoodgaon Bus depo. Sector 18, New Panvel, Navi Mumbai every day, except on Saturdays, Sundays and Public Holidays.**

3. The Tender Documents can be purchased, during the period of sale, on payment of prescribed fee (nonrefundable) paid in the form of crossed Demand draft from any of the scheduled banks, payable in favour of Indian Institute of Geomagnetism, payable at New Panvel, Navi Mumbai. A set of drawings, if specified, will be supplied along with tender documents, and it will be obligatory on the part of all the tenderers to return the tender drawings at the time of opening of tenders.

4. Submission of Tender & Opening: Tenders, which should always be placed in sealed envelope in two bids as specified in the NIT and submitted accordingly indicating **FINANCIAL BID & TECHNICAL BID** with the name of work and due date written on the envelopes, and the same shall be received **upto 1600 hours** or as indicated in the NIT, **in the office of Registrar at the above address** unless otherwise specified. If possible, Technical Bids of the two bids tender will be opened on the same day at **1630 hrs.** (and Financial bids of the tender will be opened at a later date to be notified and communicated to the tenderers subsequently; or as indicated in the NIT), in the presence of tenderers who desire to be present. In case the date of receipt and opening of tender is declared holiday by Government of India for any reason, the tenders will be received / opened on the next working day.

5. Completion period: The time allowed for carrying out the work shall be **ONE AND HALF MONTHS (INCLUDING MONSOON)**. It shall be reckoned from the date of acceptance of WORK ORDER by the agency.

6. Earnest Money Deposit (E.M.D.) of Rs.9877/- in the form of Demand Draft, drawn in favour of Indian Institute of Geomagnetism, payable at New Pavel, Navi Mumbai.

7. Acceptance of Tender: The Director on behalf of Indian Institute of Geomagnetism does not bind himself to accept the lowest or any other tender, and reserves to himself the authority to reject any or all the tenders received, without assignment of any reason. All tenders, in which any of the prescribed condition is not fulfilled or any condition, including that of conditional rebates is put forth by the tenderer, shall be summarily rejected. The Director, on behalf of Indian Institute of Geomagnetism, reserves to himself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rates quoted.

8. Condition for tender submission: The tenderer shall give a list of employees in Indian Institute of Geomagnetism, who are related to him. The contractor shall not be permitted to tender for works in the Institute (responsible for award and execution of contracts) in which his near relative is posted as equivalent to Accounts Officer or as an officer in the capacity of technical and scientific grades. He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relative to any Officer in the Institute. Any breach of this condition by the contractor would render him liable to be barred from tendering in this Institute. No Engineer of Gazetted rank or other Gazetted Officer employed in Engineering or Administrative duties in an Engineering Department of the Government of India is allowed to work as a contractor for a period of **one** year after his retirement from Government Services, without the previous permission of the Government of India in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found at any time to be such a person who had not obtained the permission of the Government of India as aforesaid before submission of the tender or engagement in the contractor's service.

9. Validity of Tender: The tender for the work shall remain open for acceptance for a period of **120 days from the last date of submission of tenders**. If any tenderer withdraws his tender before the said period, or issue of Letter of Intent, whichever is earlier, or makes any modifications in the terms and conditions of the tender which are not acceptable to the Institute, then the Institute shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money absolutely. Further the tenderer shall not be allowed to participate in the retendering process of the work.

10. Tenderer's responsibilities: The tenderer shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a tender by a tenderer implies that he has read this notice & all other contract documents, and has made himself aware of the scope & specifications of the work to be done and local conditions and factors having a bearing on the execution of the work.

11. PERFORMANCE GUARANTEE (Non-interest bearing):

The contractor whose bid is accepted will be required to **furnish performance guarantee of 5% (Five Percent)** of the bid amount within the period specified in Schedule F. This guarantee shall be in the form of cash (in case guarantee amount is less than Rs. 10000/-) or Deposit at Call receipt of any scheduled bank /Banker's cheque of any Scheduled Bank/Demand Draft of any Scheduled Bank/Pay order of any Scheduled Bank of any Scheduled Bank (in case guarantee amount is less than Rs. 1,00,000/-) or Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the prescribed form. In case the contractor fails to deposit the said performance guarantee within the period as indicated in Schedule 'F', including the extended period if any, the Earnest Money deposited by the contractor shall be forfeited automatically without any notice to the contractor. The Earnest Money deposited along with bid shall be returned after receiving the aforesaid performance guarantee.

12. SECURITY DEPOSIT (Non-interest bearing)

The security deposit will be collected by deductions from the running bills of the contractors at the rate , mentioned below, and the earnest money deposited at the time of tender shall be treated as a part of security deposit A sum of @5% of the gross amount of the bill shall be deducted from each of running account bill of the contractor , till the sum along with the sum already deposited as earnest money amounts to security deposit @ 5% of the tendered amount of work .Such deductions will be made unless the contractor has deposited the amount of security at the rate mentioned. This retained security deposit will be refunded after **defect liability period of SIX MONTH** after the date of completion of work subjected to no defects have been found in the completed works / defects have been rectified by the agency free of cost during the defect liability period. **Defect liability period is SIX MONTHS from the date of completion of work.**

13. The Contractor whose bid is accepted will also be required to furnish either copy of applicable licenses / registrations or proof of applying for obtaining labor licenses, registration with EPFO, ESIC and BOCW Welfare Board including provident Fund code No. if applicable and also ensure the compliance of aforesaid provisions by the sub-contractors, if any engaged by the contractor for the said work and Programme Chart (Time and Progress) within the period specified in Schedule F.

14. Intending bidders are advised to inspect and examine the site and its surroundings and satisfy

themselves before submitting their bids as to the nature of the ground and sub-soil (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their bid. A bidder shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charge consequent on any misunderstanding or otherwise shall be allowed. The bidder shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a bid by a bidder implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plant, etc. will be issued to him by the Government and local conditions and other factors having a bearing on the execution of the work.

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

16. The competent authority on behalf of IIG reserves to himself the right of accepting the whole or any part of the bid and the bidders shall be bound to perform the same at the rate quoted.

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

(a) The Notice Inviting Bid, all the documents including additional conditions, specifications and drawing, if any, forming part of the bid as uploaded at the time of invitation of bid and the rates quoted online at the time of submission of bid and acceptance thereof together with any correspondence leading thereto.

(b) Standard C.P.W.D. Form 7 or other Standard C.P.W.D. Form as applicable.

Registrar

For and on behalf of Indian Institute of
Geomagnetism

INFORMATION AND INSTRUCTIONS FOR BIDDERS

(A) Method of application:

If the bidder is a limited company or a corporation, the application shall be signed by a duly authorized person holding power of attorney for signing the application accompanied by copy of the power of attorney. The bidder should also furnish a copy of the Memorandum of Articles of Association duly attested by a Public Notary.

If the bidder is a firm in partnership the application shall be signed by all the partners of the firm above their full type written names and current addresses, or, alternatively, by a partner holding power of attorney for the firm. In the later case a certified copy of the power of attorney should accompany the application. In both the cases a certified copy of the partnership deed and current addresses of all the partners of the firm

The bidders are advised to visit the site, at his own cost and examine it and its surroundings to himself collect all information that he considers necessary for proper assessment of the prospective assignment.

If the bidder is an individual, the application shall be signed by him above his full type written name and current address.

(B) Eligibility / Credentials / Documents to be submitted in the envelope containing the Technical Bid:

The bidders has to fill all the forms A to H and letter of transmittal, duly signed and submit the following documents in respect of their eligibility.

1) Proof of registration with Government / Semi Government organizations like CPWD, MES, Railways, state PWD etc. in appropriate class OR having experience in execution of similar nature of works with Govt. / public undertaking / semi. Govt. / statutory authorities / public bodies / autonomous bodies / Z.P. / CIDCO / Municipal Corporation etc. OR pvt. Bodies / companies / firms of a repute concern. Similar work shall mean works of civil repair and maintenance works.

(2) (i) Experience of having successfully completed works during the last 7 years ending last day of the month previous to the one in which applications are invited. The works completed upto previous day of last date of submission of tenders shall also be considered.

Three similar completed works costing not less than the amount equal to 40% of estimated cost put to tender,

or

Two similar completed works, costing not less than the amount equal to 60% of the estimated cost put to tender

or

One similar completed work of aggregate cost not less than the amount equal to 80% of the estimated cost.

and

(ii) One completed work of any nature (either part of (i) or a separate one) costing not less than the amount equal to 40% of the estimated cost put to tender with some Central Government Department/

State Government Department/ Central Autonomous Body/ State Autonomous Body/ Central Public Sector Undertaking/ State Public Sector Undertaking/City Development Authority/ Municipal Corporation of City formed under any Act by Central/ State Government and published in Central/State Gazette.

(3) Turnover: Average annual financial turn over on construction works should be at least 100% of the estimated cost during the immediate last 3 consecutive financial year ending 31st March 2019.

(4) Profit/loss: Should not have incurred any loss in more than two years during the last five years ending 31st March 2019 duly certified by C.A.

(5) The bidding capacity of the contractor should be equal to or more than the estimated cost of the work put to the tender.

(6) Enclose list of similar works in hands & works carried out by them for last 5 years including i) Agency for whom executed, ii) Value of work, iii) Completion time as stipulated and actual, or present position of the work.

(7) List of construction plants, machineries, equipment's, accessories & infrastructure facilities possessed by the agency to complete the work in a stipulated time. The bidder should have his own construction equipments for the proper and timely execution of the work. Else, he should certify that he would be able to manage the equipments by hiring etc., and submit the list of firms from whom he proposes to hire.

(8) The Bidder should submit the list of technical and administrative employees and state how these will be involved in this work.

(9) Bidder should submit the information in respect of his organization. Viz valid postal address, valid email, fax, telephone nos. cell nos. etc. for communication on their valid letter head also enclosing the list of submittals in the technical bid documents.

(10) Particulars of the complete works and performance of the bidder duly authenticated / certified by an officer not below the rank of Executive Engineer or Equivalent should be furnished for which of the completed works or in progress

(11) Copy of GST Registration Certificate; PAN (Permanent Account Number) etc.

(12) Labor insurance policy as may be applicable.

(c) EVALUATION OF BID:

Evaluation of the performance of contractors for eligibility shall be done by NIT approving authority or a Committee constituted by him. If required, the works executed by the bidders who otherwise qualify may be got inspected by a Committee or any other authority as decided by NIT approving authority. The scoring method of Evaluation will be done as detailed below:

The detailed submitted by the bidders will be evaluated in the following manner by scoring method on the basis of details furnished by them.

(a) Financial strength (Form 'A' & 'B')

: Maximum 20 marks

- (b) Experience in similar nature of work during last seven years: Maximum 20 marks (Form 'C')
- (c) Performance on works (Form 'E') – Time over run : Maximum 20 marks
- (d) Performance on works (Form 'E') – Quality : Maximum 15 marks
- (e) Personnel and Establishment (Form "F"&"G") : Maximum 10 marks
- (f) Plant & Equipment (Form "H") : Maximum 15 marks

Total 100 marks

To become eligible for short listing the bidder must secure at least fifty percent marks in each and sixty percent marks in aggregate. The Institute, however, reserves the right to restrict the list of such qualified contractors to any number deemed suitable by it.

IIG reserves the rights to accept or reject any bid and to annul the process and reject all bids at any time, without assigning any reason or incurring any liability to the bidders.

(D) EARNEST MONEY DEPOSIT (EMD)

The bidder has to **submit EMD of R s . 9877/-** in the form of Demand Draft/Pay Order/Banker's Cheque/ issued by a scheduled Bank, drawn in favour of Indian Institute of Geomagnetism, Navi Mumbai. The bidder should submit EMD as mentioned above in separate envelope duly super scribed as "Earnest Money Deposit". The bidder may indicate the name of the firm at back side of DD/Pay Order/Banker's Cheque submitted as EMD. Any bids received without the requisite EMD are liable to be summarily rejected. The EMD shall valid for a period of 120 days and shall not earn any interest. The Bid Security of the successful bidder will be converted in to security Deposit. In case contractor fail to commence the work the EMD submitted shall be forfeited.

Forfeiture of earnest money:

- (1) If any tenderer withdraws his tender before the expiry of the validity period, or before the issue of letter of acceptance, whichever is earlier, or makes any modification in the terms and conditions of the tender which are not acceptable to the Institute, then the Institute shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the earnest money absolutely.
- (2) If contractor fails to furnish the prescribed performance guarantee within the prescribed period, the earnest money is absolutely forfeited to the Institute automatically without any notice.
- (3) In case of forfeiture of earnest money as prescribed in 1 and 2 above, the bidder shall not be allowed to participate in the retendering process of the work.

Percentage Rate Tender & Contract for Works
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(A) Tender for the work of: - “Civil works to facilitate specially abled persons at IIG New Panvel

(i) To be submitted by hours on to

(ii) To be opened in presence of tenderers who may be present at hours on
 in the office of

Issued to

Signature of officer issuing the documents

Designation.....

Date of Issue

T E N D E R

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

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

We agree to keep the tender open for One hundred and twenty days (120) from the due date of its opening and not to make any modifications in its terms and conditions.

A sum of **Rs. -----/-** is hereby forwarded in the form of Demand Draft of a Scheduled Bank as earnest money. If I/we fail to furnish the prescribed performance guarantee within prescribed period, I/we agree that the said Director, IIG New Panvel or his successor in office shall without prejudice to any other right or remedy be at liberty to forfeit the said earnest money absolutely. Further, if I/we fail to commence work as specified. I/we agree that Director, IIG, New Panvel or his successors in office shall, without prejudice to any other right or remedy available in law, be at liberty to forfeit the said earnest money and the performance guarantee absolutely, otherwise the said earnest money shall be retained by him towards security deposit to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered, upto maximum of the percentage mentioned in Schedule 'F' and those in excess of that limit at the rates to be determined in accordance with the provision contained in Clause 12.2 and 12.3 of the tender form.(GCC 2014 Correction Slip CON 302)

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

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

Dated.....	}	Signature of Contractor.....	}
Witness:-		Postal Address:-	
Address:-			
Occupation		** To be filled by contractor	
Fax:-	}		}
E-M ail:-			

ACCEPTANCE

The above tender (as modified by you as provided in the letters mentioned hereunder) is accepted by me for and on behalf of the Director, Indian Institute of Geomagnetism, New Panvel for a sum of Rs..... Rupees.....

The letters referred to below shall form part of this contract/ agreement.

- i)
- ii)

Dated:

For & on behalf of the Director, IIG New Panvel, Navi Mumbai.

Signature.....
.....

Registrar IIG, New Panvel, Navi Mumbai

Designation.....
.....

SCHEDULES FOR WORKS SCHEDULE 'A'

Schedule of Price(Quantities) (Enclosed) - As per sheets attached (As per PWD 3)

SCHEDULE 'B'

Schedule of materials to be issued to the contractor.

CPWD FORM NO. 7

Sl. No.	Description of item	Quantity	Rate in figures & words at which the material will be charged to the contractor	Place of issue
1	2	3	4	5
NIL				

SCHEDULE 'C'

Tools and plants to be hired to the contractor

S.N.O.	DESCRIPTION.	HIRE CHARGES PER DAY	PLACE OF ISSUE
		NIL	

SCHEDULE 'D'

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

SCHEDULE 'E'

Reference to General Conditions of Contract 2014 with correction slip received upto the last date of receipt of tender.

Tender for the work of: - ““Civil works to facilitate specially abled persons at IIG New Panvell.”

Earnest money:-

Rs.9877 /-(to be returned
after receiving performance guarantee)

Performance Guarantee

5% of tendered value

Security Deposit

5.0 % of tendered value

SCHEDULE 'F'

General Rules & Directions:-**Officer Inviting Tender:-**

Registrar, IIG New Panvel, Navi Mumbai
410218

Maximum percentage for quantity of items of work to be executed beyond which rates are to be determined in accordance with clauses 12.2 & 12.3 Refer Clause 12

Definitions:-

2(v) Engineer-In-Charge	Engineer, IIG, New Panvel, Navi Mumbai 410218.
2(vi) Accepting Authority	Director, IIG, New Panvel, Navi Mumbai
2(vii) Percentage on cost of materials and labour to cover all overheads and profits	15%
2(viii) Standard Schedule of Rates DSR –	2018 with upto date Correction Slips.
2(xi) Department	Indian Institute of Geomagnetism
9(x) Format of Contract	CPWD Form 7 modified and corrected upto last date of receipt of tender.

Clause 1:-

- i) Time allowed for submission of Performance Guarantee, **Programme Chart (Time and Progress) and applicable labour licenses, registration with EPFO, ESIC and BOCW Welfare Board or proof of applying thereof** from the date of issue of letter of acceptance, in days.

7 days.

- ii) Maximum allowable extension with late fee @ 0.1% per day of Performance Guarantee amount beyond the period provided in (i) above in days **15 days**

Clause-2:- Authority for fixing compensation,
Under Clause 2

Director, IIG New Panvel

Clause 2A:- Whether Clause 2A shall be
Applicable

No.

Clause-5:- Number of days from the date
of issue of letter of acceptance
for reckoning date of start

**10th day after the date of written
Orders for submitting the performance
guarantee or from the 1st day of handing
over of the site whichever is later**

TABLE OF MILE STONE (S)

Sl. No.	Financial Progress	Time allowed in days (From date of start)	Amount to be withheld In case of non-achievement of Milestone.
1	1 / 8 th (of the whole work)	1 / 4 th (of the whole work)	In the event of not achieving the necessary progress as assessed from the running payments, 1.25% of the tendered value of work will be withheld for failure of each milestone.
2	3 / 8 th (of the whole work)	1 / 2 (of the whole work)	
3	3 / 4 th (of the whole work)	3 / 4 th (of the whole work)	
4	Full	Full	

Time allowed for execution of work

1.5 (One and half) Months after award of work

Authority to decide

(i) Extension of time _____

Director, IIG, New Panvel.

(ii) Rescheduling of Mile stones

Engineer in charge Major Component in case of composite contractor, as the case may be

Clause 6, 6A

- i) For works having estimated cost more than Rs. 15lacs – Clause 6A**
- ii) For works having estimated cost Rs.15 lacs or less contractors option either of clause 6 or clause 6A(to be exercised at tender submission).**

Clause-7:-Gross work to be done together with net payment / adjustment of advances for material collected, if any, since the last such payment for being eligible to interim payment
1,50,000/-

Clause-7 A: -Whether Clause 7A shall be applicable: **Yes / No.**

Clause 10 A

List of testing equipment to be provided by the contractor at site lab. **As per separate list**

Clause 10 B (ii)

Whether Clause 10 B (ii) shall be applicable. **Not applicable**

Clause 10C: Payment on account of increase in prices/wages due to statutory order.

Not applicable

Clause 10CA : Applicable

S. No.	Material covered under this clause	Nearest Materials (other than Cement* , reinforcement bars and structural steel and POL) for which All India Wholesale Price Index to be followed	Base Price and its corresponding period of all Materials covered under Clause 10 CA **
1	Cement	Cement OPC-53/43	4500/- per MT
2	Cement	PPC	4400/- per MT
3	Reinforcement Bars	TMT-500-12mm primary manufacture	38,475/- per MT
4	Structural steel		37,570/- per MT

(All above rates are excluding GST)

* includes cement component used in RMC brought at site from outside approved RMC plants, if any.

Clause 10CC: Payment due to increase / decrease
In prices/wages after receipt of tenders
for work

Not applicable

Clause-11:- Specifications to be followed for

C.P.W.D. Specifications
2009 Volume – I and II
execution of work.(with
upto date Correction
slips).

Clause-12:-

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

50%

12.5

(i) Deviation limit beyond which clause 12.2 & 12.3 shall apply for foundation work (except items mentioned in earth work sub head in DSR and related items) **50%**

(ii) Deviation limit for items mentioned in earth work sub head of DSR and related items **100%**

Clause-16:- Competent Authority for deciding reduced rates

Director, IIG
Navi Mumbai-410218

Clause 18:- List of mandatory machinery, tools and plants to be deployed by the contractor at site-

NIL

Clause 25 (i):-

Constitution of Dispute Redressal Committee (DRC):

(a) For total claims more than Rs. 25.00 lakh

Chairman – As appointed by competent Authority of IIG
Member – Registrar, IIG, New Panvel, Navi Mumbai 410218.
Member – Repair and maintenance contracts committee members as constituted by the Director of IIG Panvel.

Case will be presented by concerned Engineer in-charge of the work before DRC but shall not have any part in decision making.

(b) For total claims up to Rs. 25.00 lakh.
Same as above

Clause-36 (i):-**Requirement of Technical Representative(s) and recovery Rate**

Minimum Qualification of Technical Representative	Discipline	Designation Of Technical staff.	Number	Minimum Experience	Rate at which recovery shall be made from the contractor in the event of not fulfilling provision of clause 36(i)	
					Figures	Words
Graduate Engineer _____ Diploma Engineer	Civil	(project Manager cum planning / quality /site/billing Engineer)	1	2 years	Rs.15,000/- p.m. Per Person	Fifteen Thousand Per Month Per Person
				5 Years		

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

Clause-42:-

- | | | |
|--|---|--|
| i) | Schedule / Statement for determining theoretical quantity of cement | On the basis of Delhi Schedule of Rates 2018 C.P.W.D with C.S. upto date |
| ii) Variations permissible on theoretical quantities. | | |
| a) Cement | | |
| | For works with estimated cost put to tender Not more than Rs. 5 lakh. | 3% plus / minus. |
| | For works with estimated cost put to tender more than Rs. 5 lakh. | 2% plus / minus. |
| b) Bitumen all works | | |
| | | 2.5% plus and only and nil on minus side. |
| c) Steel Reinforcement and structure steel sections for each diameter, Section and category. | | |
| | | 2% plus / minus. |
| d) All other materials. | | |
| | | Nil. |

RECOVERY RATES FOR QUANTITIES BEYOND PERMISSIBLE VARIATION

Sl. No.	Description of Item	Rates in figures and words at which recovery Shall be made from the contractor.	
		Excess beyond Permissible Variation	Less use beyond The permissible variation
1.	Cement	Nil	Nil
2.	Steel	Nil	Nil

INTEGRITY PACT

To,
The Director,
-IIG, New Panvel,
Navi Mumbai,
.....
.....

Sub: Submission of Tender for the work of “Civil works to facilitate specially abled persons at IIG New Panvel

Dear Sir,

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

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

I/We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by IIG. I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article 6 of the enclosed Integrity Agreement.

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

Yours faithfully

(Duly authorized signatory of the Bidder)

**To be signed by the bidder and same signatory competent / authorised to sign the
relevant contract on behalf of CPWD.
INTEGRITY AGREEMENT**

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

BETWEEN

Director, Indian Institute of Geomagnetism, New Panvel, Navi Mumbai
represented through Registrar , IIG, New Panvel , (Hereinafter referred as the
‘Principal/Owner’, which expression shall unless repugnant to the meaning or
context hereof include its successors and permitted assigns)

AND

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

through (Hereinafter referred to as the
(Details of duly authorized signatory) **“Bidder/Contractor”** and which expression shall
unless repugnant to the meaning or context hereof include its successors and permitted
assigns)

Preamble

WHEREAS the Principal / Owner has floated the Tender (NIT No. IIG/Engg/2019-03,
dated 04.11.2019) (hereinafter referred to as **“Tender/Bid”**) and intends to award, under
laid down organizational procedure, contract for “Renovation of computer center and
setting up of Video Conference Room at IIG New Panvel” (Name of work) hereinafter
referred to as the **“Contract”**.

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

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

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

Article 1: Commitment of the Principal/Owner

1) The Principal/Owner commits itself to take all measures necessary to prevent
corruption and to observe the following principles:

(a) No employee of the Principal/Owner, personally or through any of his/her family
members, will in connection with the Tender, or the execution of the Contract, demand,

take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

(b) The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.

(c) The Principal/Owner shall endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.

2) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

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

1) It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government / Department all suspected acts of **fraud or corruption or Coercion or Collusion** of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract. CON 255 Page 8

2) The Bidder(s)/Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:

a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.

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

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

d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.

e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose (with each tender as per proforma enclosed) any and all CON 255 Page 9 payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.

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

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

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

Article 3: Consequences of Breach

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

1) If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. **Such exclusion may be forever or for a limited period as decided by the Principal/Owner.** CON 255 Page 10

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

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

Article 4: Previous Transgression

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

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

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

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

1) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Subcontractors/sub-vendors. CON 255 Page 11

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

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

Article 6- Duration of the Pact

This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor 115 Days after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded. If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Competent Authority, CPWD.

Article 7- Other Provisions

- 1) This Pact is subject to Indian Law, place of performance and jurisdiction is the **Head quarters of the Division** of the Principal/Owner, who has floated the Tender.
- 2) Changes and supplements need to be made in writing. Side agreements have not been made.
- 3) If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
- 4) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 5) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with this **Integrity Agreement/ Pact or interpretation There of shall not be subject to arbitration.** CON 255 Page 12

Article 8- LEGAL AND PRIOR RIGHTS

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

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

.....
(For and on behalf of Principal/Owner)

.....
(For and on behalf of
Bidder/Contractor)
WITNESSES:

1.

(signature, name and address)

PLACE:

2.

(signature, name and address)

DATE:

ADDITIONAL CONDITIONS WHEN CEMENT IS TO BE ARRANGED BY THE CONTRACTOR.

CONDITIONS FOR CEMENT:

The contractor shall procure 43 grade ordinary portland cement conforming to IS : 8112 / Portland Pozzolana Cement confirming to IS – 1489 (Part – I) as required in the work, from reputed manufacturers of cement such as A.C.C., Ultratech, Vikram, Shree Cement, Ambuja, Jaypee Cement, Century Cement, and J.K. Cement or from any other reputed cement manufacturer having a production capacity not less than one million tones per annum as approved by ADG for that sub region. Supply of cement shall be taken in 50 Kg bags bearing Manufacturer's name and ISI marking. Samples of cement arranged by the contractor shall be taken by the Engineer in charge and got tested in accordance with provisions of relevant BIS codes. In case test results indicate that the cement arranged by the contractor does not conform to the relevant BIS codes, the same shall stand rejected and shall be removed from the site by the contractor at his own cost within a week's time of written order from the Engineer-in-Charge to do so.

The cement shall be brought at site in bulk supply of approximately 10 tonnes or as decided by the Engineer-in- Charge.

The cement godown of the capacity to store a minimum of 200 bags of cement shall be constructed by the contractor at site of work for which no extra payment shall be made. Double lock provision shall be made to the door of the cement godown. The keys of one lock shall remain with the Engineer-in-Charge or his authorised representative and the key of the other lock shall remain with the contractor. The contractor shall facilitate the inspection of the cement godown by the Engineer-in-Charge at any time.

The contractor shall supply free of charge the cement required for testing. The cost of tests shall be borne by the contractor / Department in the manner indicated below.

By the contractor, if the results show that the cement does not conform to relevant BIS codes; By the Department, if the results show that the cement conforms to relevant BIS Codes.

The actual issue and consumption of cement on work shall be regulated and proper accounts maintained as provided in clause 10 of the contract. The theoretical consumption of cement shall be worked out as per procedure prescribed in clause 42 of the contract and shall be governed by conditions laid therein.

Cement brought to site and cement remaining unused after completion of work shall not be removed from site without written permission of the Engineer-in-Charge.

PARTICULAR SPECIFICATION

Unless otherwise specified, CPWD specifications 2009 volume I & II with upto corrections slips and revised CPWD Specifications 2002 for cement mortar, cement concrete and RCC works shall be followed in general. Any additional item of work if taken up subsequently, shall also conform to the relevant CPWD specifications mentioned above. If Should there be any difference between description of items as given in the schedule of quantities, nomenclature and specifications for individual items of work (special conditions) and I.S. Codes, work shall be got done in the following order of precedence :

- I) Description of items as given in Schedules of quantities.
- ii) Special conditions and particular specifications.
- iii) CPWD Specifications.
- iv) I.S. Codes.
- v) Decision of Engineer-in-Charge.

Wherever any reference to any Indian Standard Specification occurs in the documents relating to this contract, the same shall be inclusive of all amendments issued thereto or revisions thereof, if any, up to the date of receipt of tenders.

Unless otherwise specified in the schedule of quantities, the rates for all items of work shall be considered as inclusive of pumping out or bailing out water, if required for which no extra payment will be made. This will include water encountered from any source such as rains, floods, sub soil water table being high and/or due to any other cause whatsoever.

The work shall be executed and measured as per metric dimensions given in the Schedule of quantities, drawings etc. (F.P.S. units wherever indicated are for guidance only).

The following modifications to the above specifications and some additional specifications shall however apply.

All stone aggregate and stone ballast shall be of hard stone variety to be obtained from approved quarries at _Chandvilli , Navi Mumbai or any other source to be got approved by the Engineer-in-charge.

Coarse sand should be obtained from Vaitarna or any other source to be got approved by the Engineer-in- charge and screened as required. The same shall be clean and sharp angular grit type. If the sand brought to site is dirty it must be washed in clean water.

Fine sand should be obtained from Mahad or any other source to be got approved by the Engineer-in- charge and screened as required. The same shall be clean and sharp angular grit type. If the sand brought to site is dirty it must

be washed in clean water.

The grading of sand shall be as follows:

- i) For general purpose work and for concrete work: the fineness module may range between 2.6 to 3.6.
- ii) For masonry work and for the undercoat at cost plaster the fineness module shall not exceed 2.75. Alternatively, the mixture of sand and stone dust in proportion 1:1 may be used in which case, the fineness module of the mixture shall not exceed 2.4.
- iii) For plastering single coat and top coat of two plaster and for items where fine sand is specified, stone dust mixed with sand in proportion 1:1 with fineness modules not exceeding 2.4 for the mixture shall be used. Alternatively, if sand without mixing stone dust is used the fineness module shall not exceed 2.2.

Bricks shall be of crushing strength not less than _____35%_____kg/sq.cm.
The average water absorption of bricks when immersed in water for 24 hours shall not be more than__ 20% _____ of the dry weight.

The rates for all items of work, shall unless clearly specified otherwise, include cost of all labour, materials, scaffolding and other inputs involved in the execution of the item at all floors and heights.

The rate for all items in which use of cement is involved is inclusive of curing.

Water is available in the building. 1% of total work done shall be deducted from each bill as water charges.

THEORETICAL CONSUMPTION OF PAINT

Sr.no	Items	Unit
<u>1.</u>	Priming coat with zinc chromate yellow primer on steel work	0.54 lit/10sq.m
<u>2.</u>	Applying cement primer one coat.	0.70 lit/10sq.m
<u>3.</u>	Applying distemper primer one coat	0.81 lit/10sq.m
<u>4.</u>	Applying pink primer on wood work	0.75 lit/10sq.m
<u>5.</u>	Applying aluminum primer	0.75 lit/10sq.m
<u>6.</u>	Painting synthetic enamel paint one or more coats on old work	0.70 lit/10sq.m
<u>7.</u>	Painting synthetic enamel paint two or more coats on new work	1.16 lit/10sq.m
<u>8.</u>	Painting one or more coats with aluminum paint on old work	0.46 lit/10sq.m
<u>9.</u>	Painting two or more coats with aluminum paint on new work	0.80 lit/10sq.m
<u>10.</u>	Painting two or more coats with black anti-corrosive bitumastic paint on new work.	0.95 lit/10sq.m
<u>11.</u>	Painting two or more coats with black anti-corrosive bitumastic paint on old work	0.57 lit/10sq.m
<u>12.</u>	Painting with oil-bound distemper two or more coats on new work.	1.5 kg/10sq.m
<u>13.</u>	Painting with oil bound distemper one or more coats on old work	1.0 kg/10sq.m
<u>14.</u>	Painting with ready mixed paint (two or more coat)	1.25 lit/10sq.m
<u>15.</u>	Painting with ready mixed paint (one or more coat)	0.75 lit/10sq.m
<u>16.</u>	Painting two or more coats with plastic emulsion paint on new work.	1.21 lit/10sq.m
<u>17.</u>	Painting one or more coats with plastic emulsion paint on old work.	0.73 lit/10sq.m
<u>18.</u>	Applying smooth Acrylic smooth paint(100%) Two or more coats -Trump One or more coats	1.67 lit/10sq.m 0.90 lit/10sq.m
<u>19.</u>	Applying Premium Acrylic smooth paint (500%) Two or more coats -Snowcrl ^{xt} One or more coats	1.43 lit/10sq.m 0.83 lit/10sq.m
<u>20.</u>	Painting of cast iron rain water/SCI, soil waste and vent pipes and fittings with synthetic enamel paint (one or more coats)	1.16 lit/10sq.m
	50 mm dia.	0.24 lit/10sq.m
	75 mm dia.	0.35 lit/10sq.m
	100 mm dia.	0.46 lit/10sq.m
	150 mm dia.	0.68 lit/10sq.m
<u>21.</u>	Painting of G. I. pipes and fittings with synthetic enamel paint (one or more coats)	

	15 mm dia.	0.047 lit/10sq.m
	20 mm dia.	0.059 lit/10sq.m
	25 mm dia.	0.074 lit/10sq.m
	32 mm dia.	0.093 lit/10sq.m
	40 mm dia.	0.1064 lit/10sq.m
	50 mm dia.	0.133 lit/10sq.m
	65 mm dia.	0.167 lit/10sq.m
	80 mm dia.	0.196 lit/10sq.m
<u>22.</u>	Varnishing with synthetic clear varnish (one or more coats)	0.70 lit/10sq.m
<u>23.</u>	Water proofing cement paint two or more coats on new work.	3.84 kg/10sq.m
<u>24.</u>	Water proofing cement paint one or more coats on old work	2.20 kg/10sq.m
<u>25.</u>	Removing rust Rusticide & applying Resicon 400	0.42 lit/10sq.m 1.0 kg/10sq.m
<u>26.</u>	Applying two coats of Resicon 400 to RCC surface sluury 1 Recision: 4 cement @102kg/m ² /pereach coat	2.4 kg/10sq.m
<u>27.</u>	French spirit polishing Two or more coat	1.63 lit/10sq.m
<u>28.</u>	French spirit polishing one or more coat	0.98 lit/10sq.m
<u>29.</u>	Melamine polish one or more coats	0.65 lit/10sq.m
<u>30.</u>	20mm the polymer plaster in CM 1:3 resicon 400 @5% of weight of cement	5.71 lit/10sq.m
<u>31.</u>	Polymer concrete 1:1:5:3 @5% Resicon 400	20 kg/m ³

SPECIAL CONDITIONS

1.0 The contractor will have to work according to the programme of work, decided by the Engineer-in-charge for which purpose the contractor should submit a tentative program of the work within one month from the date of start of the work. The contractor shall also construct a sample unit, complete in all respects within time specified by the Engineer-in-charge and this sample unit shall be got approved from the Engineer-in-charge before mass construction is taken up. No extra claim whatsoever beyond the payment due at agreement rates will be entertained from the Contractor on this account.

2.0 The contractor shall take instructions from the Engineer in charge for stacking of materials in any place. No excavated earth or building material shall be stacked on areas where other buildings, roads, services or compound walls are to be constructed.

3.0 If, as per municipal rules the huts for labour are not to be erected at the site of work, the contractors are required to provide such accommodation as is acceptable to local bodies and nothing extra shall be paid on this account.

4.0 The work on items of internal finishing must be started as soon as the structure of two floors is completed.

5.0 Unless otherwise provided in the Schedule of quantities the rates tendered by the contractor shall be all inclusive and shall apply to all heights, lifts, leads and depth of the building and nothing extra shall be payable to him on this account.

6.0 The work shall be carried out in accordance with the Architectural drawings and structural drawings. The structural and architectural drawings, shall have to be properly correlated before executing the work. In case of any difference noticed between architectural and structural drawings, final decision, in writing, of the Engineer-in-charge shall be obtained by the contractor. In case of any discrepancy in the item given in the schedule of quantities appended with the tender and architectural drawings related to the relevant items, the former shall prevail unless and otherwise given in writing by the Engineer in charge. Samples shall be prepared before starting particular items of work for prior approval of the Engineer in charge and nothing extra shall be payable on this account.

7.0 All the material to be used on works shall bear ISI certification mark unless otherwise the make is specified in the item or special conditions appended with this tender document. In case ISI mark materials or the materials mentioned in the tender documents are not available, as per opinion of Engineer-in-charge, which shall be final and binding, the material to be used shall conform to CPWD specifications applicable in this tender or IS Code. In such cases Engineer-in-charge shall satisfy himself about the quality of such materials and give his approval in writing. Only articles classified as first quality by the manufacturers shall be used unless otherwise specified. All material not having ISI mark shall be tested as per relevant ISI specification. The Engineer in charge may relax the condition regarding testing if the quantity of the materials required for the work is small. In all cases of use of ISI marked materials proper proof of procurement of materials from authentic manufacturers shall be provided by the contractor to the entire satisfaction of Engineer in charge.

8.0 All materials equivalent to the one specified should be got approved by the Engineer- in- Charge before using the said materials in the work.

9.0 Specifications for steel centering, shuttering and form work shall be generally followed as per para 5.2 and its subparas of CPWD Specifications except at few inevitable places.

10.0 The contractor shall be responsible for the protection of sanitary and water supply fittings and fixtures against pilferage and breakage during that period of installation and thereafter until the building is handed over.

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

Some restrictions may be imposed by the security staff etc. on the working and for movement of labour, materials etc. The contractor shall be bound to follow all such restrictions/instructions and nothing extra shall be payable on this account.

13.0 The contractor shall comply with the provision of any Government acts which relate to the work and to the regulations and laws of any local authorities. The contractor shall give all notices required by the said acts, laws etc. and pay all fees payable to such authorities and allow for those contingencies, cost of restorations etc. and all other fees payable to the local authorities.

Water and sewerage charges for execution of the work shall be payable by the Contractor directly to the local bodies under intimation to the Department. In case Such charges are not paid by the contractor, the same shall recovered from the Bill for remittance or if already remitted to the local bodies.

Tendered rates are inclusive of all taxes and levies payable under the respective States.

rates quoted shall be inclusive of the Sales Tax/Turn over tax/ CGST/SGST/GST leviable by the State Governments / central Government on the transfer of property in goods involved in the execution of works contract OR on the works contract and nothing extra will be payable on that account.

Water tanks, taps, sanitary, water supply and drainage pipes, fittings and accessories should conform to bye-laws and specifications of the municipal body/corporation where CPWD specifications are not applicable. The work of water supply, internal sanitary installations, drainage etc. shall be carried out as per local Municipal Corporation or such local body bye-laws. The contractor shall get the materials (fixtures/fittings) tested by the Municipal body/Corporation authorities wherever required at his own cost and after completion of work shall produce necessary completion certificates from such authorities.

The contractor shall comply with proper and legal orders and directions of the local or

public authority or municipality and abide by the rules and regulations and pay all fees and charges which he may be liable.

The contractor shall give a performance test of the entire installation(s) as per standing specifications before the work is finally accepted and nothing extra whatsoever shall be payable to the contractor for the test.

The tenderer should not quote unnecessary conditions contradicting the general conditions and particular specifications given in this tender, as such conditions apart from being not agreed to, can lead to rejection of the tender.

16 BRIEF WORDING OF ITEMS:

For the purpose of recording measurements and preparing running account bills, the underlined portions of the nomenclature of items included in the Schedule of Quantities shall be adopted as the abbreviated nomenclature of the particular item. The abbreviated nomenclature shall be taken to cover all the materials and operations as per the complete nomenclature of the relevant item in the agreement and relevant specifications. In the case of items for which abbreviated nomenclature is not indicated in the Schedule of Quantities, the full nomenclature shall be reproduced while recording measurements and preparing the bills.

Also following abbreviations may be adopted.

- | | | | |
|-----|----------|---|-----------------------|
| (A) | P/L for | : | Providing and Laying |
| (B) | P/F for | : | Providing and Fixing. |
| (C) | C.C. for | : | Cement Concrete. |
| (D) | C.M. for | : | Cement Mortar. |

In case of extra/substituted items of work for which brief wording is not provided in the agreement, the full nomenclature of the item shall be reproduced in the measurement books and bill forms of running bills

The full nomenclature of the items shall be adopted in preparing abstract of final bill in the measurement books and also in the forms for final bills.

The tenderer should not quote unnecessary conditions contradicting the general conditions and particular specifications given in this tender, and such conditions apart from being not agreed to, can lead to rejections of the tender.

17 The components of materials, labour and P.O.L. as indicated in para 3 of the sub-clause 10 (CC) have been predetermined as below:

- | | | |
|----|-----------|-------------|
| a) | Materials | 75 percent. |
| b) | Labour | 25 percent |

c)	D.P.G.L.	Nil percent

	Total	100 percent

18 GUARANTEE FOR WATER PROOFING TREATMENT

Ten years guarantee in prescribed perform attached must be given by the contractor for the water proofing treatment. In addition 10% (ten percent) of the cost of these items would be retained as guarantee to watch the performance of the work executed. However, half of this amount (withheld) would be released after two monsoon seasons after the date of completion of the work, if the performance of the waterproofing works is satisfactory. The remaining withheld amount can be released after completion of ten monsoon seasons after the date of completion of work, if

performance of the waterproofing work is satisfactory. If any defect is noticed during the guarantee period, it should be rectified by the contractor within seven days and, if not attended to, the same shall be got done by other agency at the risk and cost of the contractor. In any case the guaranteeing firms during the guarantee period should inspect and examine the treatment once in every year and make good any defect observed. However, the security deposit can be released in full, if bank guarantee of equivalent amount for ten (10) years is produced and deposited with the department.

19. ISSUE OF CEMENT

The contractor shall construct separate godowns for storage of O.P.C and P.P.C at site with weather proof roof and walls and the contractor will not claim anything extra on this account. Cement bags shall be stacked and stored as per CPWD specifications. Each godown shall be provided with a single door with two locks. The keys of one lock shall remain with CPWD Junior Engineer in charge of the work and that of the other lock shall remain with the authorised agent of the contractor at the site of the work so that cement is removed from the godown according to daily requirements with the knowledge of both the parties.

No cement will be issued for factory made items and those items not manufactured at site.

For all kinds of RCC works only O.P.C shall be allowed to be used. However, P.P.C may be used for work other than RCC as per the directions of the Engineer-in-charge.

The day to day receipts and issue account shall be maintained by the J.E in-charge and signed daily by the contractor or his authorized agent. Separate cement consumption account shall be maintained for water proofing works.

Separate cement registers showing the receipt and issue of O.P.C & P.P.C shall be maintained at site.

The contractor shall be fully responsible for the safe custody of the material issued to him even though the materials are stored under double lock system.

Materials brought by the contractors. The contractors shall have to deposit the approved paints of required colour and shade and as per actual requirements of the

work to be done, with the Engineer-in-Charge at his departmental stores at the site of work.

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

Similar procedure shall be followed for water proofing compound. The day to day receipt and issue quantity account of water proofing compound, paints etc. shall be maintained by the Junior Engineer and signed daily by the contractor or his authorized agent.

Empty containers should not be removed without written permission of the Engineer-in-charge.

- 20 Rate for every work to be done under this contract shall be for all lifts and leads, heights and depths, lengths and widths except when specially mentioned otherwise and nothing extra shall be paid in any account.
- 21 Any damage to work resulting from rains or any other cause until the work is taken by the department after completion shall be made good by the contractor at his own cost.
- 22 The contractor shall comply with the provision of any Govt. related to the work and to the regulations and laws of any local authorities. The contractor shall give all notices required by the said laws, acts etc. and pay all fees payable to each authorities and allow for encroachments, cost of restorations etc. and other fees payable to the local authorities.
- 23 The tank fittings and accessories shall conform to the local by-laws and specifications. The contractor shall engage licensed plumber for the work and get the work materials tested by the local authorities wherever required at his own cost. The work of water supply, internal sanitary installations and drainage etc. shall be carried out as per local Municipal Corporation or such local body by-laws and contractor shall produce necessary completion certificate from such authorities after completion of the work. Nothing extra shall be paid to the contractor for this..
- 24 The steel windows & ventilators shall be factory made and ISI marked.

VARIATION IN CONSUMPTION OF MATERIALS

The variation in consumption of material shall be governed as per CPWD specification and clauses of the contract (Clause 42) to the extent applicable. The following specific clauses shall govern the variation in consumption of pig lead.

25 TESTING OF MATERIALS

The contractor shall procure all the materials in advance so that there is sufficient time for testing and approving of the material and clearance of the

same before use in work.

The contractor's rates for the items involving the use of materials shall be deemed to cover the cost of samples. The cost of packaging, sealing, transportation, loading, unloading etc. shall be borne by the contractor. Testing charges shall be borne by the department only when the samples satisfy the provisions specified and conform to the requirements of the relevant specifications. If the results show that the samples do not satisfy the relevant specifications, the testing charges shall be borne by the contractor.

The contractor shall make his own arrangements for obtaining electric connections, if required and make necessary payments directly to the department concerned.

Other agencies will also be executing simultaneously the works like electrification, horticulture or external services and other building works for the same project along with this work in particular. The contractor shall afford necessary facilities for the same. No claim in this respect shall be entertained. The contractor shall leave such necessary holes, opening etc. for laying/burying in the work, pipes, cables, conduits, clamps, boxes and hooks for fan clamps etc. as may be required for electric, sanitary, air conditioning, firefighting, P.A.system, telephone system, C.C.T.V. system etc. and nothing shall be paid for the same. Conduits for electrical wiring/cables will be laid in such a way that they leave enough space for concreting and do not adversely affect the structural members. Nothing extra over the agreement rate shall be paid for the same

Any cement slurry if added over base surface (or for continuation of concreting) for bond, its cost shall be deemed to have been included in the respective items, unless otherwise, explicitly stated and nothing extra shall be payable nor extra cement considered in the cement consumption on this account.

ADDITIONAL CONDITIONS

1. The contractor shall assume all liability, financial or otherwise in connection with his contract and shall protect and indemnify the Engineer-in-Charge from any and all damages and claims that may arise on any account. The contractor shall indemnify the Department against all claims in respect of patent rights, royalties, damages to adjacent buildings, roads or members of public in course of execution of work or any other reason whatsoever and shall himself defend all actions arising from such claims and shall keep the department saved harmless and indemnified in all respect from such actions, costs and expenses.
2. The nomenclature of the item given in the schedule of quantities gives in general the work content but is not exhaustive i.e. does not mention all the incidental works required to be carried out for complete execution of the item of work. There may be several incidental works, which are not mentioned in the nomenclature of each item but will be necessary to complete the item in all respect. All these incidental works which are not mentioned in item nomenclature but are necessary to complete the item shall be deemed to have been included in the rates quoted for various items in the schedule of quantities by the tenderer. No adjustment of rates shall be made for any variation in quantum of incidental works with respect to drawings and/or instructions of the Engineer-in-Charge, as deviation in any such elements of work which are incidental to the items of work or are necessary to complete such items in all respects. Nothing extra shall be payable on this account.
3. All ancillary and incidental facilities required for execution of work like labour camp, stores, fabrication yard, offices for contractor, watch and ward, temporary structure for plants and machineries, water storage tanks, installation and consumption charges of electricity/telephone/water, liaison works, protection works, barricading etc. during execution or any other activity which is necessary for execution of work in the opinion of Engineer-in-Charge, shall be deemed to be included in rates quoted for various items in the schedule of quantities, by the contractor. Nothing extra shall be payable on these accounts.
4. The rates quoted for various items in the schedule of quantities shall include cost of preliminary works like setting out the lines, alignment of various services, establishing temporary bench marks, reference points etc. as per the drawings and directions of the Engineer-in-Charge. It shall also include making adjustments in layout, if required as per site conditions and as directed by the Engineer-in-Charge. Nothing extra shall be payable on this account.
5. Unless otherwise provided in the Schedule of Quantities, the rates tendered by the contractor shall be inclusive and shall apply to all heights, lifts, leads and depths and nothing extra shall be payable.
6. The contractors are advised to inspect and examine the site and its surroundings and satisfy themselves with the nature of site, the means of access to the site, the constraints of space for stacking material / machinery, labour etc. they require, if any, weather conditions at site, general ground / subsoil conditions etc. or any

other circumstances which may affect or influence their tenders. No claim, whatsoever, shall be entertained from the contractor, on the plea that the information supplied by the department is insufficient or is at variance with the actual site conditions.

7. The contractor shall keep himself fully informed of all acts and laws of the Central & State Governments, all orders, decrees of bodies, tribunals having any jurisdiction or authority which in any manner affect those engaged or employed and anything related to carrying out the work. All the bye-laws laid down by CIDCO / NMMC and any other local bodies while executing the work shall be adhered to. All taxes / levies payable to local bodies shall be borne by the contractor. The contractor shall arrange to give all notices required by any authority and to pay to such authority all the fees that may have to be paid for execution of the work. All traffic restrictions notified by the local authorities shall also be adhered to by the contractor. He shall protect and indemnify the Department and its officials & employees against any claim or liability arising out of violations of any such laws, ordinances, orders, decree, whether by himself or by his employees or his authorised representatives. Nothing extra shall be payable on these accounts.
8. All care shall be taken by the contractor, as not to damage any other adjacent existing property or other services permanent or temporary, running in the plot. If any damage is carried, the same shall be made good by the contractor at his own cost and to the entire satisfaction of the Engineer-in-Charge. Also the contractor shall use such methodology and equipments so as to cause minimum environmental pollution of any kind during construction to have minimum construction time and minimum hindrance to users in the plot and to the occupants in the campus etc. Nothing extra shall be payable on this account.
9. The contractor shall maintain in good condition all work till the completion of entire work allotted to him. The contractor is to be held responsible for and to make good all injuries, damages and repairs, rendered necessary by fire, rain, traffic, floods or other causes. Engineer-in-Charge shall not be held responsible for any claims for injuries to person/workmen or for structural damage to existing property happening from any neglect, default, want of proper care or misconduct on the part of the contractor or of any other of his authorised representatives in his employment during the execution of the work. The compensation, if any shall be paid directly to the department/authority / persons concerned, by the contractor at his own cost.
10. Arrangement of temporary water and electricity and telephone connection required, by him, shall be made by the contractor at his own cost and also necessary permissions directly from relevant departments shall be obtained by him under intimation to the Department. Also all initial and running charges, and security deposit, if any, in this regard shall be borne by him. The contractor shall abide by all the rules/ bye laws applicable in this regard and he shall be solely responsible for any penalty on account of violation of any of the rules / bye-laws in this regard.

11. The contractor shall be responsible for maintenance and watch and ward of the complete installation and meter and shall also be responsible for any pilferage, theft, damage, penalty etc. in this regard. The contractor shall indemnify the department against any claim arising out of pilferage / theft, damage, penalty etc. whatsoever on this account. Security deposit for the work shall be released only after the clearance is obtained from the local authorities from whom temporary electrical / water / telephone connection have been obtained by the contractor.
12. The department shall in no way be responsible for either any delay in getting electric and / or water and / or telephone connections for carrying out the work or not getting connection at all and no claim whatsoever on this account shall be entertained from the contractor. Also contingency arrangement of stand-bye water and electric supply shall be made by the contractor for smooth progress of the work on account of power failure or disconnection for any reason whatsoever it may be. No claim of any kind whatsoever shall be entertained on this account from the contractor. Nothing extra shall be payable on this account.
13. All incidental charges of any kind including cartage, storage, wastage and safe custody of material etc. shall be borne by the contractor and no claim whatsoever shall be entertained on this account.
14. The contractor shall make available, on request from the Department, for record, copies of challan, cash memos, receipts and other and certificates, if any, vouchers towards the quantity and quality of various materials procured and the same shall be kept in record. These shall also provide information on the name of the manufacturer, manufacturer's product identification, manufacturers instructions, warning, date of manufacturing, test certificates from manufacturers for the product for each consignment delivered at site, shelf life, if any, for the department to ensure that the material have been procured from the approved source and of the approved quality, as directed by the Engineer-in-Charge.
15. The contractor shall depute Site Engineer & skilled workers as required for the work. Necessary protective and safety equipments shall be provided to them by the contractor at his own cost and used at site.
16. The contractor shall display all permissions, licenses, registration certificates, bar charts, other statements etc under various labour laws and other regulations applicable to the works, at site office.
17. The contractor shall be entirely and exclusively responsible for the horizontal, vertical and other alignment, the level and correctness of every part of the work and shall rectify effectively any errors or imperfections therein. Such rectifications shall be carried out by the contractor at his own cost to the entire satisfaction of the Engineer-in-Charge.
18. The approval by the Engineer-in-Charge of the setting out of the alignment of services / pipe lines by the contractor shall not relieve the contractor of any of his responsibilities and obligation to rectify the error/ defect, if any, which may be

found at any stage during the progress of the work or after the completion of the work.

19. The contractor shall prepare an integrated programme chart for the execution of work, showing clearly all activities from the start to completion, and submit the same for approval of the Engineer-in-Charge, within fifteen days of the award of the contract. The submission for approval by the Engineer-in-charge shall not absolve or relieve the contractor of any of his duties or responsibilities under the contract to complete the whole work within the prescribed / stipulated time for the contract. This is without prejudice to the right of the Engineer-in-Charge to take action against contractor as per terms and conditions of the agreement.
20. The contractor shall at his own risk and cost make all arrangements and shall provide all such facilities the Engineer-in-Charge may require for collecting, preparing, forwarding the required number of samples for testing and for analysis as per the frequency of test stipulated in the contract specifications or as considered necessary by the Engineer-in-Charge, at such time and to such places, as directed by the Engineer-in- Charge. Nothing extra shall be payable for the above and including cost of materials to be tested.
19. The contractor or his authorized representative shall associate in collection, preparation, forwarding and testing of such samples. In case he or his authorized representative is not present or does not associate himself, the result of such tests and consequences thereon shall be binding on the contractor .The contractor or his authorized representative shall remain in contact with the Engineer – in – Charge or his authorized representative associated for all such operations. No extra payment or claim whatsoever shall be entertained on this account.
20. The Contractor at his own expense shall supply all materials, Labour for preparing and testing samples as required by the Engineer-in-Charge . The testing shall be carried out in the presence of the representative of the Engineer- in-Charge. All material shall be got tested in an independent laboratory as approved by the Engineer-in-Charge.
21. The contractor shall construct suitable godowns / sheds as per specification of work for storing the materials safe against damage due to sun, rain, dampness, fire, theft etc. He shall also employ necessary watch and establishment for the purpose.
22. The day today receipts and issue accounts of cement shall be maintained by the Engineer-in-Charge and signed daily by the contractor or his authorized agent.
23. EXISTING SERVICES :

Existing drains, pipes, cables, overhead wires, sewer lines, water lines and similar services encountered , if any , in the course of the execution of the work shall be protected / maintained against the damage by the contractor at his own expense. The contractor shall not store materials or otherwise occupy any part of the site

in a manner likely to hinder the operation of such services. Also the contractor shall not have any claim of any kind in case of any delay on account of the removal of trees or shifting, directing, raising, removing telegraph, telephone or electric lines(over head or underground) water and sewer lines and other structures etc, if any which may come in the way of work. Nothing extra shall be payable on these accounts. Also any loss of time on this account, shall have to be made up by generating additional resources etc.

24. SECURITY & TRAFFIC ARRANGEMENTS

In event of any restriction being imposed by the Security Staff of IIG or RAF, OR traffic or any other authority having control over the project, on the working or movement of labour, materials, the contractor shall strictly follow all such restrictions or instructions issued regarding the same and nothing extra shall be payable to the contractor on account of such restrictions or instructions. The loss of time on this account if any, shall have to be made up by generating additional resources etc.

General security restrictions are given as under:

The movement of trucks and vehicles shall be regulated in accordance with rules and regulations as approved by Competent authorities.

The contractor shall inform in advance, if required, the truck registration numbers ownership of the trucks, names and addresses of the drivers for necessary action by the security agency.

As and when there will be security requirements, certain additional restrictions can be imposed as per the requirement of the situation.

No claim whatsoever will be entertained by the department on account of any restriction that can be imposed as per the requirement of the situation.

The contractor shall ensure the stability of the excavation so that the surrounding ground and all adjoining structures and plants will be safe against settlement, subsidence, and damage and that there is no risk of injury to any personnel.

25. PREVENTION OF NUISANCE AND POLLUTION :

The Contractor shall take all necessary precautions to prevent any nuisance or inconvenience to the owners, tenants or occupants in the RAF campus or other client Department campuses and to the public in general and to prevent any damage to such properties and any pollution . He shall make good at his own cost and to the entire satisfaction of the Engineer in Charge any damage to roads, paths, cross drainage works or public or private property whatsoever caused due to the execution of the work or by traffic brought thereon by the contractor. All waste or superfluous materials shall be cleaned away by the contractor without any reservations entirely to the satisfaction of the Engineer in charge.

26. Utmost care shall be taken to keep the noise level to the barest minimum so that no disturbance as far as possible is caused to the occupants / users of adjoining buildings. No claim what so ever on account of site constraints mentioned

above or any other site constraints not specifically stated here, shall be entertained from the contractor. Therefore, the contractors are advised to visit site and get first hand information of site constraints. Accordingly, they should quote their tenders. Nothing extra shall be payable on this account.

- 27 No inflammable materials including P.O.L shall be allowed to be stored in huge quantity at site. However, reasonable quantity may be permitted for storage, subject to the compliance of all rules / instructions issued by the relevant authorities and as per the direction of Engineer -in- Charge in this regard.
- 28 **No Waiving of Legal Rights and Powers:**
The Engineer-in-Charge shall not be precluded or stopped from taking any measurements, and framing of estimates or detaining any certificates made either before or after the completion and acceptance of the work and payment, from showing the true amount and character of the works performed and materials furnished by the contractor and from showing that any such measurements, estimates or certificates untrue or incorrectly made and that Engineer-in-charge shall not be precluded or stopped from recovering from the contractor such damages as it may be sustained by reasons of his failure to comply with the terms and conditions of the contract.
- 29 The contractor shall take into account the element of wastage/wastages those are likely to be there in all elements of the work and quote his price, taking that into account. The contractor shall study all the items from the point of view of wastage / wastages, which are likely to take place.
- 30 The contractor shall ensure that at no point of time there should be any hindrance to the other construction activities going on in the RAF or..... Campus. Therefore, he shall sequence his construction activity in different stretches accordingly. Nothing extra shall be payable on this account.

SPECIAL CONDITIONS (REPAIR WORK)

1. The Special Repair work has to be carried out in a multi-storied building (occupied Residential building / an occupied non -residential building) with occupants and the contractors shall quote his rates after studying site conditions.
 - 1.1 They are advised to inspect and examine the site and its surroundings and satisfy themselves with the nature of the site, the means of access to the site, the constraints of accommodation and want of space, they require, if any. or any other circumstances which may affect or influence their tenders as the work is to be carried out in occupied buildings.
2. All bye-laws laid down by BMC and any other local bodies while executing the work shall be adhered to. All taxes / levies payable to BMC and other local bodies shall be borne by the contractor. All traffic restrictions notified by local authorities shall be adhered to. Nothing extra on these account shall be payable on these accounts.
- 3 Being a repair work all precautions, as not to damage the property, shall be taken

by the contractor. If any damage is done to any structure etc., the same shall be made good by the contractor at his own cost and to the entire satisfaction of Engineer -in-Charge.

4 SCAFFOLDING SYSTEM:

All the scaffolding work required for the execution of work, either internal or external shall be provided by the contractor, nothing extra shall be payable on this account. It shall be provided strictly with double scaffolding system with all the accessories etc., with adjustable suitable working platforms to access the area to be repaired safely and with ease for surface preparation, application of repairs, inspection etc. It shall be able to take all incidental loads. It should also cater to the safety features for workmen. It shall be stiffened with bracings, runners, connection with the building etc. It shall be ensured that no damage is caused to the building due to scaffolding. Inadvertent damages caused, if any, shall be made good by the contractor at his own cost and to the entire satisfaction of the Engineer-in-Charge.

5 PROTECTIVE FABRIC SCREENS:

Protective Fabric screening shall be provided by the contractor with PVC sheet, hessian cloth etc. covering full height of the structure / internal furniture's, assets, electric panels, A.C. etc. as may be required / directed . Nothing extra shall be payable on this account. It shall be provided by properly stitching the screen, having adequate lappings on sides to prevent any rubbish from falling outside while demolishing, dismantling, guniting, plastering etc. and to protect passers -by from the falling debris.

Screen material shall be fixed by suitable means to the frames of scaffolding etc. and it is to be ensured that sagging of screen does not hinder the repair process.

The contractor shall maintain the protective screen in acceptable working conditions for the entire duration of the repair work as required by the Engineer-in-Charge. All the windows, ventilators, RCC jalis, A.C., servers, computers, electric panels etc. and openings shall be suitably covered and protected, in advance so as not to cause any damage while doing the repair work. If any damage is caused or glass panes are broken, these shall be made good by the contractor at his own cost and to the entire satisfaction of Engineer-in-Charge.

6. TEMPORARY BARRICADING:

Proper temporary barricading and safety net on ground, shall be carried out by the contractor to physically define the boundaries of the site of repair / construction activity, for restricted entry of only those involved with the work and to prevent any accidents, but with minimum inconvenience to the residents / occupants. Nothing extra shall be payable on this account.

7 FALSE WORK:

The false work required to be carried out to facilitate repair work shall be provided by the contractor and nothing extra shall be payable on this account. Before structural repair is carried out, the structural member to be repaired should be relieved of stresses and strains and for this the self load and imposed load over the structural members being repaired should be suitably transferred to the false work and adjoining existing structural members safely taking into account the capacity of the false work and also of the adjoining structural members. Also sequence of fixing and removal of false work including safe load transfer should be pre - decided and followed.

False work shall be strong enough to withstand all the dead and live loads and forces / impacts caused by dismantling, chipping, ramming, vibration of concrete and other incidental loads imposed over it including that of working platform, workers and personnel etc. during and after repair work. It shall be made sufficiently rigid by using adequate ties and braces etc. Deshuttering and removal of false work should be done after the lapse of specified time and re-propping done, if required, after de -shuttering, as approved by the Engineer-in-Charge.

False work shall be carried out using steel tubular sections with extension pieces or with steel built up sections to ensure relief to structural members from stresses. No timber ballies etc. shall be used.

The columns to be repaired shall be supported for full height of the building, to relieve its axial load through its adjoining intersecting beams and / or slabs etc. all floor levels. This shall be done even if only one storey length out of many storey lengths of the same column has been identified for structural repairs. The loads relieved are required to be transferred directly through props and supports on to the building foundation system or to the firm ground. Under no circumstances, the column load above this storey should be transferred by transfer through adjoining upper or lower intersecting beams alone.

The beams to be repaired shall be relieved of stresses and strains by suitably supporting the RCC slabs which are contributing load to that beam. To avoid over stressing of any existing flexural members receiving the transferred load of the distressed beam, the steel props and supports shall be taken and continued to the firm ground. For upper storeys the steel props shall be taken at least two storeys below or as directed by the Engineer-in-Charge.

The RCC slabs to be repaired shall be relieved from stresses by prop and support and simultaneously care to be taken to avoid its collapse during the repair process. However, supports should preferably be, not spare than 1.2 m X 1.2m. To avoid over stressing of existing flexural members receiving load of the distressed RCC slab, the steel props and supports provided shall be taken and continued to the firm ground or at least two slabs below or as directed by the Engineer-in-Charge.

- 8 All warning boards and displays, such as REPAIR WORK IN PROGRESS, KEEP AWAY FROM BUILDING, NO PARKING etc. along with sufficient supervisory staff on ground shall be provided by the contractor, wherever required. Nothing extra shall be payable on this account.
- 9 Water and electricity shall be arranged by the contractor at his own cost. Nothing extra shall be payable on this account.
- 10 The site of work shall be always kept neat and clean due to constraints of working space in and around buildings. To avoid nuisance to the occupants, all building rubbish / unserviceable materials shall be periodically removed from the premises to the approved municipal grounds and all necessary permissions in this regard have to be obtained by the contractor from the Municipal Authorities. Nothing extra shall be payable on this account.
- 11 Since the work is to be carried out in the occupied buildings, proper sequencing as regards dismantling of sanitary pipes, GI pipes, toilets etc. shall be done so as to cause minimum in- convenience to the occupants besides taking care of the constraint of keeping the system functional during repairs by making temporary arrangements, as required. Nothing extra shall be payable on this account.
12. The area of dismantling / guniting / replastering / repairing as per relevant items etc. given in the tender may have to be got done in patches, at different heights / levels also, for which nothing extra shall be payable.
13. Lifting of materials such as cement, a sand, wooden plank etc. through the building lifts is prohibited. No mixing or off loading etc. of mortar / cement concrete etc. over the open terrace / flooring shall be permitted. Arrangements as deemed fit shall be made by the contractor for mixing / lifting / off loading all materials etc. at no extra cost.

14 **PRODUCT DELIVERY, STORAGE AND HANDLING:**

The contractor shall construct storage space for Chemicals and other materials to ensure that the storage conditions are as recommended by the manufactures.

All the materials shall be procured and delivered in sealed containers with labels legible and intact.

All the chemicals (polymers, rusticide, epoxy, water proofing compound etc.) shall be procured in convenient packs, say 20 litres (Kgs.) capacity packing only or as approved by the Engineer-in-Charge, and not in bigger capacity containers, say 200 litre (Kgs.) drums.

All required material shall be got approved, procured and deposited with the departmental supervisory staff. The materials will be kept in joint custody of the contractor and the department. The watch and ward of such material shall, however, remain to be the responsibility of the contractor and no claim,

whatsoever, on this account shall be entertained. Different containers of each chemical shall be serially numbered on packing and also consumed in that order. Day to Day account of receipt, issue and balance will be regulated by the Department and proper account shall be maintained at site of work in the prescribed form as per standard practice.

All the chemicals shall be procured by the contractor directly from the manufacturer or their authorized dealers and copies of challans / cash memos towards the quantity of various chemicals procured shall be made available by the contractor to the Deptt. and the same shall be kept in record. The Name of manufacturers, manufacturer's product identification, manufacturer's mixing instructions, warning for handling and toxicity and date of manufacturing and shelf life shall be clearly and legibly mentioned on the labels of the each container.

The contractor shall submit for the chemicals procured, manufacturer's and / or authorized dealer's certificate regarding supplying and verifying conformance to the material specification, as specified.

All filled containers shall be handled in safe manner and in a way to avoid breaking container seals.

Empty containers of the chemicals should not be removed from site till the completion of work and shall be removed only with the written approval of the Engineer-in-Charge.

All arrangement for measuring, dosing and mixing of material / chemicals at site has to be made by the contractor. Nothing extra shall be payable on this account.

Contractor shall suitably advise his site Engineer and all the workers as regard safe handling of chemicals. Necessary protective and safety equipments in form of hand gloves, goggles etc. shall be provided by the contractor at no extra cost and also used at site.

All incidental charges of any kind including cartage, storage and wastage and safe custody of material etc. shall be borne by the contractor and no claim, whatsoever, shall be entertained on this account.

VARIATION IN CONSUMPTION OF EMULSIFIED ACRYLIC POLYMER.

The theoretical consumption of the emulsified Acrylic polymer shall be as per the item description. For any variation between the actual consumption of acrylic polymer and theoretical consumption. Whether the variation is on higher side or lower side, the cost of polymer shall be recovered from the contractor @ Rs. 180 Per kg.

CREDIT FOR DISMANTLED MATERIAL:

The contractor shall take away all the serviceable and unserviceable dismantled material, by way of purchase, on 'as is where is' basis. The credit to the department will be affected corresponding to the quantities being paid under the respective dismantling items.

- 17. Rate of double scaffolding, protective fabric screen and safety net is included in the item. Nothing extra shall be payable on this account.**

PARTICULAR SPECIFICATIONS FOR REPAIR WORK

- 1.0 Adequate care should be taken by the contractor while dismantling, chiselling, demolishing work, drilling etc. that impact/ vibrations are minimum for considerations of structural safety and also for in-convenience caused to the users of the building. Rates shall cover cost of all inputs of material, labour, T&P etc. involved all the operations in the work.
- 2.0 Dismantling and repair work of any type like plaster, flooring, concrete, RCC, Brick work, GI / CI pipes, water proofing etc. shall be for all heights and all levels unless specifically mentioned in the item and no claim for extra cost shall be entertained on this account.

Sequence of strengthening work shall be as under:

- (a) Strengthening of beams of first floor and columns from top of grade beams / foundations upto middle of second floor.
- (b) Strengthening of beams of second floor and column from middle of second floor to middle of third floor.
- (c) Strengthening of beams of fourth floor and terrace beams and columns from middle of the fourth floor upto terrace level.
- (d) Strengthening of beams of third floor and columns from middle of third floor to middle of fourth floor.

Gunited Repaired Structural members shall be allowed to attain atleast 7 days strength before any load is transferred to that member.

- 4.0 For removal of all type of loose / delaminated / damaged / weak cement plaster from the surface of masonry or concrete, a cut normal to the surface all along the boundaries, in regular shape, shall be made not to exceed plaster thickness. Then plaster shall be removed completely to expose the parent masonry or concrete surface so as not to have any traces of such plaster left. For brick work, the joints have be properly raked and cleaned as per CPWD Specifications.

CHIPPING / DISMANTLING OF UNSOUND / WEAK CONCRETE:

The Chipping of unsound work / concrete / delaminated layer of guinting etc. shall be done by chipping(after properly supporting the member with false works) , in regular shape, with sides parallel or normal to the direction of the reinforcement. The chipping shall be done minimum 50 mm beyond the perimeter of the spall. For a single spall, the repair area should have a minimum width of 100 mm in any direction. If a number of spalls are closely located to each other, these should be included in a single area marked for repair. The cut

shall be made normal to the surface of member. The minimum depth of cut should be 12 mm.

Adequate care is to be taken not to cut the reinforcement steel and a cover meter could be used to estimate the depth of cover, for which nothing extra shall be paid.

Chipping should be done upto the required depth as decided by the Engineer-in-Charge to produce sound concrete surface to a near uniform depth for the repair areas.

Dimensions of area chipped off for RCC slabs, beams, columns etc. shall be measured in centimeters after the chipping / dismantling operation is completed. The area of the chipped / exposed RCC surface shall be measured in sq. m correct to second place of decimal.

For the RCC members to be completely dismantled, pre-measurement of the dimensions of RCC member to be dismantled shall be recorded before taking up the dismantling operation and volume of concrete dismantled shall be worked out in cubic meters correct to second place of decimal

Removal of concrete should begin at the interior of the repair areas and progress towards the boundaries. All edges and cavities shall be square shouldered.

6. CUTTING OF EXISTING REINFORCEMENT:

The existing reinforcement bars to be cut shall be identified and approved for cutting by the Engineer-in - Charge.

The reinforcement shall be carefully cut without causing excessive vibrations or damaging the structure and the recovered reinforcement should be straightened, cleaned of concrete by wire brush scrapped and stacked properly with in a lead of 50 metres as directed by the Engineer-in-Charge.

CLEANING OF EXISTING REINFORCEMENT AND PASSIVATING ITSSURFACE:

Before re -casting / jacketing of members or repairs by plastering to member with polymer modified mortar, the reinforcement has to be cleaned properly, as specified.

The rust has to be removed from the surface of the reinforcement manually using chisels, wire brush, emery paper etc. and then by sand blasting wherever possible and as directed by Engineer-in-Charge at no extra cost, till the steel surface is cleared of all rust that could be removed manually or mechanically.

Then rusticide or Alkaline chemical rust remover, as approved by the Engineer-in Charge shall be applied with brush over the reinforcement surface thoroughly along the full length of rusted reinforcement. After 24 hours of its application the surface shall be cleaned with wire brush and all loose particles removed. It

should then be washed clean, with water, thoroughly and allowed to dry. Rates shall include cost of all materials, labour, T&P etc. involved in all the operations.

8.0 ADDITIONAL REINFORCEMENT BARS:

For introducing additional reinforcement bars for new structural connections or supplementing additional steel area to the existing RCC member, the cross sectional area (diameter and no. of bars) and length required shall be approved by the Engineer-in-Charge. Also the depth of embedment of reinforcement bar shall be approved by the Engineer-in-Charge. The holes of specified diameter and depth have to be power drilled in RCC. The drilled hole in dry state has to be cleaned with round brush and by blowing air through a tube inserted in the hole and connected to hand operated blower.

Then epoxy is to be injected from foil pack with help of epoxy dispenser and epoxy cartridge holder and disposable PVC mixing nozzle inserted inside the drilled hole to fill it from bottom of hole and upwards. Then the reinforcement bar is to be inserted and allowed to remain undisturbed for minimum 24 hours and allow epoxy adhesive to be air cured.

Rates shall include cost of all inputs of material, labour and T&P etc. involved in all the operations except the cost of reinforcement.

9.0 SHEAR KEYS:

Shear keys to be provided for structural connection of applied repair material with the substrate / parent surface for transfer of forces occurring at the interface, shall also be provided in similar manner as in para 8.0 above. The shear key bars cut and bend to the required shape shall be embedded in parent concrete to a minimum depth of 50 mm. Rates shall include cost of all materials, labour and T & P etc. involved in all the operations.

CLEANING OF EXPOSED RCC / CONCRETE SURFACE, INSERTING NIPPLES AND INJECTION GROUTING

The final chipped off concrete surface and exposed reinforcement, if any, of the affected structural member should be cleaned off all loose and foreign materials by free air blast and then with water and allow it to dry.

For the honey combed portion of the concrete or cracked concrete, drill holes at least 18 mm in diameter and depth upto 50 mm or half the member thickness whichever is less, at the required spacing, as directed by the Engineer-in-Charge.

For cracked surface, open up cracks by making V notch or groove of size 12 mm X 12 mm as directed by the Engineer-in-Charge.

Remove coarse debris and dust in opened up cracks and drilled holes by blowing air with hand operated blow out pump. Concrete surface required to be grouted shall be free from all loose and unsound material. The prepared surface should be clear of dust which could obstruct free flow of grout material and also impede its

bonding with concrete surface. Saturate the concrete in vicinity of crack / honey combed concrete surface with water (but without excess water) only if the cementitious / polymer admixed grout is to be injected.

Insert 12 mm diameter specified injection nipples in holes drilled along cracked lines or in honey combed area of concrete and fix them by sealing on its sides with or polymer modified mortar, as directed by the Engineer-in-charge.

Seal the crack or the honey combed surface between the nipples by means of epoxy mortar or polymer modified mortar, as approved by the Engineer-in-charge. The polymer used shall be of approved grade and polymer modified mortar shall be applied as per specifications mentioned separately for polymer modified mortar. The polymer modified mortar shall be moist cured for 3 days and allowed to gain strength before actual grouting commences.

To inject grout in nipples, the cementitious grout shall be prepared from cement (OPC –43 grade), sand (sharp, washed well graded generally conforming to Zone IV of IS : 383) and water conforming of IS: 456 mixed in specified proportions as directed by the Engineer-in-Charge.

The emulsified acrylic polymer shall be as specified and shall conform to Manufacturer's specification. The physical and mechanical properties of polymers shall conform to manufacturer's specification. One test shall be carried out mandatory for every lot of acrylic polymer supplied at site, before use in the work.

The grouting equipment shall be capable of supplying mixing, stirring and pumping grout to the satisfaction of Engineer-in-charge. It shall have capacity to inject grout at a pressure upto 7 kg / sq. cm measured at grout connections. It shall be capable of mixing and pumping the cement sand grout 1:2(1 cement : 2 sand) with water cement ratio ranging from 0.5 to 1.0

Wherever epoxy is to be used, the surface of the concrete shall be dried with air blast, before grouting or applying epoxy.

The cementitious grout in proportion as directed by the Engineer-in-Charge shall be prepared. It should be lump free of creamy consistency, thoroughly blended and shall be continuously stirred to keep the cement particles in suspension to retain uniform consistency till grout is injected.

In case of vertical cracks the injection shall be started at the lowest nipple and continued until the injected grout begins to flow out at the next higher nipple. The first nipple shall then be closed and injection continued from second until grout flows out at the third and so on. The process shall be repeated until the whole surface is treated. As soon as the system is cured, the nipples shall be suitably cut.

In case of honey combed concrete, each grout hole shall be grouted individually. The sequence of injection shall be as per the directions of the Engineer-in-Charge.

The measurement of grout material shall be on the basis of only the weight of cement consumed in kg.

Pre measurements of the quantities of such grouting materials brought at site and balance quantities remaining at the end of grouting application shall be recorded separately, which will determine the quantity of grout material actually injected. Adequate care is to be taken by the contractor as not to waste the grout. The quantity which can be consumed immediately within the prescribed time only shall be prepared in batches.

The quantity of grout material wasted, discarded, hardened shall not qualify for payment and shall be recorded for deduction at the end of each operation.

11 BONDING COAT:

Bonding coat is required to be applied for adhesion of applied repair concrete or mortar to the parent concrete. For this, the surface should be thoroughly cleaned by brushes and by blowing air from hand operated pump. The surface shall then be saturated with water (but without excess water).

The components of bonding coat shall be weigh batched and mixed in specific proportions, in a clean container, as directed by the Engineer-in-Charge. They should then be blended to a uniform and homogeneous mixture, lump free and of creamy consistency.

The specified bond coat should be applied by stiff nylon bristle brush. The bonding material should be worked well onto the concrete surface of the parent concrete including reinforcement surface ensuring that no pinholes are visible. The polymer modified bonding cement slurry shall be applied to a thickness not more than 2 mm. A second coat shall be applied within 15 to 20 minutes of application of the first coat at right angles to the first coat to ensure complete coverage and absence of pin holes. (Area of exposed RCC unit shall be measured in sq.m correct to two decimal places for the purpose of payment).

Pre fabricated shuttering shall then be erected immediately. Fresh concrete / mortar shall be placed

/applied while the bond coat is still tacky and well within pot - life / setting period. If adhesive cures to the extent of losing its tack or has set before concrete / mortar is placed / applied, the same shall be removed or slightly abraded and another coat of adhesive / bond coat shall have to be applied by the contractor at his own cost.

Freshly placed concrete shall be thoroughly consolidated to ensure full bonding of the fresh concrete with the parent concrete. If there is a failure of bond of fresh concrete / plaster with parent concrete surface and it sounds hollow on tapping, the repair work shall be dismantled and redone by the contractor at his own cost and to the entire satisfaction of the Engineer-in-Charge. CPWD Specifications for manufacture and Placing and curing of concrete shall, in general, be followed unless specified otherwise.

12 POLYMER MODIFIED MORTAR:

Polymer modified mortar shall have uniform consistency and texture and prepared by weigh batching cement, sand, polymer and water. Polymer shall conform to the manufacturer's specifications. The requisite number of test specimens of mortar shall be cast and tested. One test for the polymer modified mortar shall have to be mandatory carried out for every 500 sq m of plaster or part there of, in general. Polymer modified cement mortar with cement sand proportion 1:3 by weight shall have following properties:

- i. Minimum compressive strength after 28 days at 27 degree C: 20 N / sq.mm
- ii. Minimum flexural strength after 28 days at 27 degree C : 6.0 N / sq.mm

The plaster with polymer modified mortar is to be done in coats, each coat not exceeding 10 mm thickness, if required thickness is more than 12 mm. The second coat shall be applied in fairly rapid succession within 15 to 20 minutes of application of the first coat. The surface shall be moist cured for 3 days followed by air curing at ambient temperature, Steam curing shall not be permitted.

Pre measurement of dimensions of plaster patches shall be measured correct to a centimetre and area worked out in sq.m correct to two decimal places.

LIST OF APPROVED MATERIALS AND BRANDED & SPECILISED AGENCIES **LIST OF PREEFERED MAKES**

1. The contractor shall obtain prior approval from the Engineer-in-Charge before placing order for any specific material or engaging any of the specialized agencies. The contractor shall make a detailed submittal with catalogues and highlighted proposed specification as well as full details of the works executed by the specialized agencies, as specified.
2. Wherever applicable, the Engineer-in-Charge may approve any material equivalent to that specified in the tender subject to proof being offered by the contractor for equivalence to his satisfaction.
3. Unless otherwise specified, the brand / make of the material as specified in the item nomenclature, in the particular specification and in the list of approved materials attached in the tender, shall be used in the work.
4. In case of non-availability of the brand specified in the contract the contractor shall be allowed to use alternate equivalent brand of the material subject to submission of documentary evidence of non availability of the specified brand. The necessary cost adjustments on account of above change shall be made for the material.
5. The Engineer-In-Charge shall verify that manufacturers must have valid IS Certification as on date for materials wherever applicable.
 - a. The following brands shall be used if not otherwise mentioned in the items.

S. No.	Material	Preferred make
1.	Ordinary Portland Cement (Grey) 43 Grade	ACC, Ultratech, Vikram, Shree Cement, Ambuja, Jaypee Cement, Century Cement, JK

			Cement
2.	Steel reinforcement		SAIL, TISCO, Rashtriya Ispat (RINL)
3.	Water proofing Compound		Fosroc, Cico, Pidilite, Impermo by M/s. Snowcem, Sika, Dr. Fixit.
4.	M. S. pipe		Tata, Jindal (Hisar), Jindal (Ghaziabad), Surya
5.	Paints synthetic Enamel / Exterior acrylic / OBD / Plastic paints / cement primer.		ICI, Nerolac, Burger, Asian Paints, Dulux, Johnson & Nicholson, Shalimar etc.
6.	Steel Primer / wood primer		ICI, Nerolac, Burger, Asian Paints, Dulux.
7.	Dash / Anchoring Fasteners		HILTI / Fischer
8.	Nuts / Bolts & Screws		GKW, Atul
9.	Admixtures		Fosroc, MBT, Sika, CICO, Asian
10.	Ductile Iron Pipes & fittings		Electrosteel, Lanco
11.	G.I. Pipes		Tata, Jindal Hissar, Zenith
12.	18 mm Granite Stone / Marble	:	Colour and sample as approved by Engineer in Charge.
13.	2nd Class Teak wood	:	Sample approved by Engineer in Charge.
14.	Flush Door shutter	:	ISI marked, Kutty, Kanara, Kalpataru as approved by Engineer in Charge.
15.	Mortice latch	:	Godrej

16 .	Brass Tower bolt / handle latch / sliding door bolt.	:	As approved by Engineer in Charge.
17 .	Hydraulic door closer	:	Everlite / Hardwyn / hyper /door set / indobrass or equivalent.
18 .	Marine ply wood 12, 19, 25 mm	:	Kitply Gold/ Marino / Asis / Archid or equivalent (IS – 710 only).
19 .	Teak wood moulding - 20 mm	:	As approved by Engineer in Charge.

20	Aluminium composit pannel - 1 mm	:	Meta Strong / Armstrong or equivalent / Alu bond
21	Multipurpose lock	:	Godrej or equivalent.
22	Spring loaded hinges	:	Earl Bihari or equivalent.
23	M. S. Powder coated knob	:	Earl Bihari or equivalent.
24	M. S. Drawer slide	:	Earl Bihari or equivalent.
25	Vetrified tiles (Floor & Skirting) - (premium quality, superior glossy finished / double charge)	:	H. R. Johnsons / Somany / Kajariya / Orient bell as sample approved by Engineer in Charge.
26	Wooden laminate flooring including T moulding and End moulding beading and moulding.	:	Pergo (Unique series) or equivalent.
27	Gypsum board false ceiling	:	India Gypsum including supporting system / Lagarge.
28	12 x 6 mm Brass Strips	:	As approved by Engineer in Charge.
29	85 mm wide ceramic border tile	:	As approved by Engineer in Charge.
30	Velvet touch emulsion paint	:	Asian, ICI Dulux, Burjer.
31	Pestal Colour orissa W. C.	:	Perryware / Hindware or equivalent.
32	Pestal Colour European W. C.	:	Perryware / Hindware or equivalent.
33	Pestal Colour Wash basin	:	Perryware / Hindware or equivalent.
34	Prelaminated particle Board	:	Asis / Archid / Century as approved by Engineer in Charge.
35	Aluminium section	:	Zindal / Hindalco or equivalent.
36	Toughened glass	:	ASAI / Saint Gobain as approved by Engineer in Charge.

37 .	Float glass	:	ASAI / Saint Gobain modi guard as approved by Engineer in Charge.
38 .	4 mm thick prelaminated hardner sheet	:	Greenlam or equivalent.
39 .	Laminates	:	Durian, Arched, Asis, Green Lam century as approved by Engineer in Charge.
40 .	Cement based polymer adhesive	:	Fosroc, Pidilite, ball Indora, Sika etc.
41 .	Ceramic tiles (Floor / wall)	:	H. R. Johnson, Somany, Kajaria, Nitco, Orient bell etc. as sample approved by Engineer in Charge.
42 .	APP	:	STP, Sika or equivalent
43 .	Readymix concrete		ACC, Ultra tech Unitech Ready mix, Godrej.
44 .	White Cement		JK, Birla
45 .	Structural stel		Tisco, Sail, RINL
46 .	Steel section like Angle, Tee, Square bar		ISI Only
47 .	AAC Block		ACC, Ultratech, SIPOREX, BILT.
48 .	Natural wood, veeners		Archid, Durian, Kanara
49 .	Ball bearing hinges and spring hinges		Magnum, Dorma, Hafele
50 .	S. S. Screws		Kundan, Arrow
51 .	Epoxy paint & primer		Asian, ICI, Dulux, Berger
52 .	Cement Concrete Paver block		Super tiles & marbles Pvt. Ltd., Dura create, NITCO.
53 .	C. I. Cover		NECO, Bengal Iron Corp., KAPILANSH
54 .	C. I. Pipes		NECO, Bengal Iron Corp., KAPILANSH

55	S.S. Door fittings	DORMA, Hafele, Kich
.		
56	Glass door, partitions, spring closer, panic bar, pivot, handle etc.	Dorma, Hafele, Kion, Define.
.		
57	C. P. Brass bib cock, stop cock, pillar cock etc.	Jaguar, MARC, Kingston, Ess.
.		
58	PVC flush Tank	Hindware, Parryware
.		
59	S.S. Kitchensink	Nirali, Bluestar
.		
60	PVC water storage tank	Sintex, Electoplast (ISI only)
.		
61	Centrifugally cast iron pipe	NICO, KAPILANSH, Bengal Iron Corporation.
.		
62	UPVC Pipe	Prince, Supreme, Astron (IS – 4375)
.		
63	Pully	JK, Birla, Sika.
.		
64	PTMT Fittings & Accessories (ISI)	Prayag, Polytuf
.		
65	Gate valve (ISI)	Zoloto, Leader, Sant.
.		
66	CPVC Pipes	Astral, Rlowgaurd, Ashirwad
.		
67	Anodised Aluminium door / window fittings	Classic / Shalimar / Prestige
.		
68	Plastic seal with LID for EWC	Parryware, Hindware
.		
69	FRP Shutter & Frame / PVC Shutter	Rajshree, Plastiwood
.		
70	Ready mix Plaster	Ultratech, Wall plast or equivalent.
.		
71	Glass mosaic	Bissazza, Italia, Pavit
.		
72	C. I. Pipe (IS : 1536)	Truform, Neco
.		
73	Manhole Cover	Neco or equivalent
.		

74	Ploymer, Rust remover, passivator	Anuvi Chemical, Sunanda, Nika.
75	FRP Chajja	Fibreways Technology Faridabad (Haryana) or equivalent
76	Acoustical wall cladding	Armstrong or of equivalent make
77	Firefighting doors	Of approved make as per item specifications
78	Textured coating	Unitile, spectrum , heritage or equivalent
79	Door fittings	Godrej, Doorset , ozone, everite, indobrass
80	Door floor spring	Ozone, D-Line , Door set , everite , indobrass
81	HDF laminated boards	Armstrong, BVG, EGO floor, Square floor , action texa etc.
82	Expansion fastner/ fastners	Hilti , Fisher . GKW, Axel
83	Calcium silicate board	Aerolite , Hylux
84	Patch fitting	Dorma, Geze, ozone or as approved
85	Blinds	Vista , Max , Armstrong
86	Adhesive	Fevicol, vemicol, or equivalent
87	Furniture hardware	Unique, Hattich India , ebco , carl behri
89	Laqured glass	Saint Gobai , Asai , Atul
90	Melamine Polish	Asian Paints, Berger, shalimar
91	Tectile tiles	Somani, Nitco

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

This agreement made this _____ day of _____
Two thousand and _____
between _____ son of _____ (hereinafter call
guarantor on the one part) and the Director, IIG, New Panvel, Navi Mumbai 410218
(hereinafter called the Government on other part).

WHEREAS THIS agreement is supplementary to a contract (hereinafter called the contract) dated _____ and made between the GUARANTOR of the one part and the GOVERNMENT on the other part where by the contractor interalia, undertook to render the buildings and structures in the said contract recited completely water and leak proof.

AND WHEREAS THE GUARANTOR agreed to give a guarantee to effect that the said structures will remain water, leak proof for five years from the date of giving the water proofing treatment.

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

Provided that the guarantor will not be responsible for leakage caused by earthquakes or structural defects or misuse of roof or alterations and for such purpose

- a) Misuse of roof shall mean by operation which will damage roofing treatment, like chopping of firewood and things of the same nature which might cause damage to the roof.
- b) Alteration shall mean construction of an additional storey or a part of roof or construction adjoining to existing roof, where by roofing treatment is removed in parts.
- c) The decision of the Engineer-in-charge with regard to cause of leakage shall be final.

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

That is the Guarantor fails to execute the necessary rectification or committee

there under then the Guarantor will indemnify the Principal and his successors against all loss, damage, cost expense or otherwise which may be incurred by him reasons of any default on the part of GUARANTOR in performance and observations of this supplementary agreement. As to the amount of loss and / or damage and / or cost incurred by the Government, the decision of the Engineer-in-Charge will be final and binding on the parties.

WITNESS WHERE of these presents have been executed by the
Obligator

_____ and by
_____ and for an on behalf of the
PRESIDENT OF INDIA on the day month and year first above written.

SIGNED, sealed and Delivered (OBLIGATOR)
in the presence of: 1.
2.

SIGNED OR AND ON BEHALF OF INDIAN INSTITUTE OF GEOMAGNETISM by
in the
presence
of: 1.
2.

FORM OF PERFORMANCE SECURITY BANK GUARANTEE : ANNEXURE-II
BOND

In consideration of the Director, Indian Institute of Geomagnetism, New Panvel, Navi Mumbai (hereinafter called "The Indian Institute of Geomagnetism" / IIG) having offered to accept the terms and conditions of the proposed agreement between _____ and (hereinafter called "the said contractor(s)" for the work of _____ (hereinafter called "The said agreement") having agreed to production of _____ a irrevocable Bank Guarantee for Rs. _____ (Rupees _____ only) as a security/guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement, we _____ (indicate the name of the bank) (hereinafter referred to as "the Bank) hereby undertake to pay to the Institute an amount not exceeding Rs. _____ (Rupees _____ only) on demand by the Institute.

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

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

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

5. We _____ (indicate the name of the bank) further agree with the Institute that the Institute shall have the fullest liberty without our consent and without effecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Institute against the said contractor(s) and to for bear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension

being granted to the said contractor(s) or for any forbearance, act of omission on the part of the Institute or any indulgence by the Institute to the said contractor(s) or by any such matter of thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

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

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

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

for

Date the _____ day of _____
_____. (indicate the name of Bank)

PROFORMA FOR THE CEMENT / PAINT REGISTER

[illegible]

ANNEXURE “A”

LIST OF TESTING EQUIPMENTS TO BE PROVIDED BY THE CONTRACTOR AT SITE LAB

A) Laboratory at site :

The contractor shall provide at site, the testing equipment and materials for the field tests mentioned in the list of mandatory tests given in CPWD Specification 2009 Vol. I & II with up to date correction slips and engage the experienced technical staff for conducting day to day tests at his own cost. Nothing extra shall be payable to him on this account.

In all cases, cost of samples and to and fro carriage shall be borne by the contractor. The representatives of the department shall be at liberty to inspect the testing facilities at site and conduct testing at random in consultation with Engineer in charge.

The contractor shall provide all necessary facilities for the purpose.

The laboratory shall be equipped, inter alia, with the following equipments:-

a. Balances:

- i) 7 kg to 10 kg capacity, semi-self indicating type – Accuracy 10 gm.
- ii) 500 gm capacity, semi-self indicating type Accuracy 1 gm.
- iii) Pan Balance- 5 kg Capacity- Accuracy 10 gm.

b. Ovens- Electrically operated, thermostatically controlled upto 110°C- Sensitivity 1°C.

c. Sieves: as per IS: 460-1962

- i) IS Sieves – 450 mm internal dia of sizes 100 mm, 80 mm, 63 mm, 50 mm, 40 mm, 25 mm, 20 mm, 12.5 mm, 10 mm, 6.3 mm, 4.75 mm, complete with lid and pan.
- ii) IS Sieves – 200 mm internal dia (brass frame) consisting of 2.36 mm, 1.18 mm, 600 microns, 425 microns, 300 microns, 212 microns, 150 microns, 90 microns, 75 microns with lid and pan.
- ii) Sieve shaker capable of 200 mm and 450 mm dia sieves, manually operated with timing switch assembly.

d. Equipment for concrete testing

- i) Equipment for slump test- slump cone, steel plate, tamping rod, steel scale, scoop.
- ii) Concrete cube moulds 15x15x15cm. 30Nos.
- iii) Pruning Rods 2Kg weight length 40cm and ramming face 25mm 1No.
- iv) Extra Bottom plates for 15cm cube mould 6Nos.
- v) Standard Vibration table for cubes 1No
- vi) Dial gauges 25 mm travel- 0.01 mm/division Least count- 1 No.
- vii) Compression testing machine of 100 tonne capacity. 1 No.

e. Graduated measuring cylinders 200 ml capacity 3 Nos.

f. Enamel trays (for efflorescence test for bricks).

- (i). 300 mm x 250 mm x 40 mm 2 Nos.
- (ii). Circular plates of 250 mm dia 4 Nos.

FIELD TESTING INSTRUMENTS

1. Steel tapes – 3m and 30mtr.
2. Vernier Callipers
3. Micrometer Screw 25mm guage.
4. A good quality plumb bob.
5. Spirit level minimum 30 cms long with 3 bubbles for horizontal vertical.
6. Wire guage (circular type) disc.
7. Foot rule.
8. Long nylon thread.
9. Rebound hammer for testing concrete.
10. Dynamic penetrometer.
11. Magnifying glass.
12. Screw driver 30 cms. long.
13. Ball pein hammer, 100 gms.
14. Plastic bags for taking samples.
15. Moisture meter for timber.
16. Earth Resistance tests for Electrical Divisions.
17. Meggar.

SPECIAL GENERAL CONDITION:

- 1) Work will be carried out according to C.P.W.D procedure.
- 2) Current and latest C.P.W.D specified volume 1 & 2 manual will be followed in the work.
- 3) Rate for extra items, substitute items, deviated items, and reduced rate item will be calculated according to standard C.P.W.D procedure.
- 4) This is an Institutional area. Normally, works in occupied rooms will be allowed on Saturday, Sunday and other holidays or after working hours.
- 5) Shifting of office furniture and the equipment and resetting of the same will be done by the agency and nothing extra will be paid on this account.
- 6) Any damage to furniture, office equipment will be recovered from the agency.
- 7) After completing the work all dirt, paint spots from door, furniture, floor etc. will be cleaned by the agency free of cost.
- 8) Normal working hours of Institute are 9.30 A.M to 6.00 P.M.
- 9) No labor in age below 18 years will be deployed on the work.
- 10) Agencies are advised to inspect all sites at New Panvel, Belapur and Colaba campuses before quoting their rates for annual maintenance contract.
- 11) All necessary safety measures and precautions will be taken cared and followed by the Labour during duty hours.
- 12) All necessary safety arrangement will be made available for the workers by the agency.
- 13) Always sufficient first aid box should be available at site.
- 14) In case of any accidents / fatal necessary compensation will be paid by the agency to the workers.
- 15) All workers deployed by the agency should be in dressed and well behaved.

- 16) Before entering in the campus everyone should make his attendance in the security guard room.
- 17) Any damage made to the existing structure or Institute property will be recovered from the agency.
- 18) Agency will follow various provisions to the Labour Contract Act 1970 with amendment made thereof from time to time.
- 19) Agency will pay the wages to its labour not less than the provisions of latest Labor law / minimum wages act.
- 20) This institute reserves the rights to terminate the running agency giving one month notice.
- 21) Institute reserve the right to removing replace any of employee deployed by the agency from site.
- 22) The agency will be fully responsible for any accidents, injury or death of any worker/employee. In case of above, agency will pay all kind of compensation to the worker/employee under prevailing Labour Law.
- 23) The work will be carried out under close co-ordination, under of the supervision and instructions of officer nominated by the institute in case of any dispute between institute and agency, final decision of the institute shall be final and binding.
- 24) The agency will submit police verification certificate in respect of the worker/employee to the institute.
- 25) The rates quoted shall be inclusion of all taxes, duties and G.S.T. Nothing shall be paid extra on a/c of travelling, transportation of unit (if so required from site to work to work and back.
- 26) All local laws and regulations are to be observed regularly and strictly.
- 27) This work is a purely Labour contract and hence the labour employee shall be purely bonafied worker of the successful tender and no claim for a in the department shall be entertained at any stage.
- 28) All the local labour by laws, safety rules by laws have to be obeyed. Any fine/ penalty imposed by such bodies shall be paid by the agency and nothing will be payable/reimbursed by the institute.

29) The staff employed by the agency shall be in the uniform with shoe while on duty and nothing extra shall be paid on the account.

30) Safe custody of all material will with the agency.

31) Item Nos: 20,29,34,43,69,70,96,part104,108,111,112,part115,part116,part117 and 137 will be carried out at our Colaba Mumbai. Nothing extra will be paid to the agency on a/c of Mumbai cost index and transportation. Work carried out at colaba observatory will be paid as per agreement rate. Nothing extra will be paid to the agency on a/c of Mumbai cost index. Rates for extra and deviated scheduled items of works at colaba will be derived considering the current cost index at Colaba and following the CPWD standard procedure and rates for non scheduled items of works will be derived by carrying out rate analysis based on current market rate of material and labors. Rates for all items of agreement and extra items if any will be inclusive of scaffolding etc.

32.) The IIG may renew / extend the contract to such further period(s) on the same terms and conditions, as it may deem proper, having regard to the quality and manner of the contractor's performance. However, it shall be with consent / written request by the contractor in this regard.

33. All works will be executed as per detailed specifications at IIG, Navi Mumbai and as directed by an officer / official nominated by the Director.

34. The quantities indicated are purely tentative and likely to vary from time to time as per need of IIG.

35. Time is the essence of this contract. In case the contractor fails in fulfilling the obligations fully in time, the IIG shall have the absolute right to take up the work at Contractor's cost and risk and recover any and all such expenses from the amounts due to the Contractor including Security Deposit. The Institute shall have right to impose a penalty commensurate with the fault and if any, shall be deducted from the bill.

36. The Contractor will be required to post skilled manpower as may be needed to supervise and guide the workers – skilled, semi-skilled as well as unskilled for proper completion of the work as per directions of the Officer nominated by Director of the Centre to administer the contract.

37. All letters posted through postal authorities (P&T) to Contractor on the address given by him will be considered to have been delivered in time.

38. If at any stage, it is found that the work is not being executed as per detailed specifications

and special conditions as per contract, it will be the duty of the Contractor to remove all such works from the work site and make them good. The entire cost so incurred shall be borne by the Contractor. The detailed specifications, special conditions are part of this contract.

39. If it is observed at any stage that the quality of work is not satisfactory, the contract / work order as a whole will be terminated and security deposit will be forfeited. The Contractor will have no claims whatsoever on IIG.

40. In case it is found at a later date that the work done is of inferior quality and proper action was not taken at the time of execution of the work, the Contractor shall remain liable to pay compensation to the Institute for inferior works as determined by the Institute and in case all payments have been made to the Contractor for this work, this amount will be deducted from any sum due to the Contractor on any other work within the Institute.

41. IIG will provide water/electricity wherever/whenever is required for execution of awarded work in the campus.

42. Contractor will be fully responsible as per IPC or any other law for any accident or mishaps involving workers engaged by the Contractor and the Contractor would pay claims made on this part. The Contractor shall indemnify the IIG from any claims arising out of accidents, disabilities of any nature or death arising out of provisions under law, or any other nature in respect of all workers engaged by the Contractor.

43. Any liability arising on IIG shall be deducted from the bills of the Contractor and if the full amount is not recovered then the same shall be recovered from the security deposit of the Contractor. There would be no liabilities towards the workers of the Contractor by IIG.

44. The IIG through its officers, reserves the right of altering the specifications of works of adding to or omitting any items of work or of having portions of the same carried out departmentally or otherwise and such alterations and variations shall not violate this contract.

45. The Contractor is required to post his authorized representative at the site of the work who shall receive the instructions from the Officer nominated by the Director of IIG from time to time. All such instructions received by the authorized representative on behalf of the Contractor shall be deemed to have been received by the Contractor within the scope of this work order.

46. In the event of the Contractor failing to execute the awarded work under contract in whole or in part an alternative arrangement will be made by the IIG totally at the cost and risk of Contractor besides any suitable fine / penalty.

47. The Contractor and his staff shall follow the rules and regulations of the IIG in force and instructions issued from time to time. IIG will be free to take action against the Contractor for violating the same.

48. The IIG reserves the right to discontinue /terminate the contract without assigning any

reason by giving a notice of **one month**. The Contractor will have to give a notice of **3 months**, if he wishes to terminate the contract.

49. In the event of any dispute arising out of or in connection with this contract, whether during the subsistence of the contract or thereafter the matter shall be referred to the Director, IIG or any other officer nominated by the Director, IIG for arbitration whose decision shall be final and binding on the parties. The Contractor should agree that the arbitrator could be an employee of the Centre and shall not have any objections in this regard. The proceedings before the arbitrator would be governed by the provision of the Arbitration Act, 1996. The place of seating of arbitration shall be at New Panvel and cost of arbitration shall be shared equally by both parties.

50. The selected agency shall not outsource the work to any other associate/franchisee/third party under any circumstance. In case of default of this condition. IIG shall have the liberty to forfeit the security deposit, to revoke the bank guarantee (including the ones submitted for other work order) and termination of the contract.

51. The contractor shall maintain a complaint book.

52. As IIG is covered under the scope of RTI act, it is expected that the contractor shall keep all the records properly indexed and maintained in specific manner so that copies can be extracted as and when required.

53. The mode of payment to the contract staff will be through Bank transfer only.

54. IIG will have the right to invoke the security deposit without assigning any reasons if performance of the agency is not found up to the mark.

55. The agency shall be responsible for any damage to equipment, property and third party liabilities caused by acts on his part of / on part of its deployed manpower at IIG.

56. The personnel engaged by Agency will not be on the payroll of IIG and will not be entitled to any benefit as applicable to the employees of IIG.

57. IIG reserve the right to deduct amount from the bill as may be considered reasonable for unsatisfactory services or delay in providing of services. The decision of IIG will be final in this regards.

58. In case of 3 frequent violations of the terms & conditions, the contract can be cancelled forthwith without any notice.

59. The agency shall be contactable at all times and messages sent by e-mail/fax/special messenger from the IIG to the contractor shall be acknowledged immediately on receipt. The agency should furnish full contact details such as address, e-mail id, fax no. telephone number etc.

60. During festivals such as Ganesh Chaturthi, Dussehra, Diwali and summer vacation the

agency should maintain the full strength and the services should not be affected, failing which the appropriate penalty will be imposed.

61. The contractor shall issue Photo ID cards to every worker (s) duly signed and worker (s) would be required to display them on their person while they are on the premises of IIG.

62. The contractor shall ensure his presence at a short notice when required by the management.

63. Integrity and workmanship of the worker/s engaged should be beyond doubt. If the worker/s is/are not found fit for the work, decision of administration/concerned competent authority shall be final and the contractor shall change/replace the person immediately.

64. The Institute shall have the right to ask for the removal of any person of the contractor, who is not found to be competent and orderly in the discharge of his duty.

65. The contractor shall not engage any sub-contractor or transfer the contract to any other person in any manner.

66. Any liability arising out of any litigation (including those in consumer courts) due to any act of contractor's personnel shall be directly borne by the contractor including all expenses/fines. The concerned contractor's personnel shall attend the court as and when required.

67. During the course of contract, if any of contractor's personnel or the contractor are found to be indulging in any corrupt practices causing any loss of revenue to the Institute, the Institute shall be entitled to terminate the contract forthwith duly forfeiting the contractor's Performance Guarantee without prejudice to any other right or remedy that the Institute may have against the contractor.

68. If any money shall, as the result of any instructions from the Labour authorities or claim or application made under any of the Labour laws, or Regulations, be directed to be paid by the Institute, such money shall be deemed to be payable by the contractor to the Institute within seven days. The Institute shall be entitled to recover the amount from the contractor by deduction from money due to the contractor or from the Performance Security or otherwise.

69. Only physically and medically fit personnel shall be deployed for duty by the contractor.

70. The Institute shall not be responsible for providing residential accommodation to any of the personnel of the contractor.

71. The Institute shall not be under any obligation for providing employment to any of the worker of the contractor during and after the expiry of the contract. The Institute does not recognize any employee employer relationship with any of the workers of the contractor or between the contractor and the Institute.

72. If as a result of post payment audit or otherwise any overpayment is detected in respect of any work done by the contractor or alleged to have been done by the contractor under the contract, it shall be recovered by the Institute from the Contractor.

73. The Institute will deduct Income Tax at source under Income Tax Act from the contractor at the prevailing rates of such sum as income tax on the income comprised therein.

74. The institute may terminate the contract of the agency if it is found that the agency/ firm or its proprietor/partner/director is black listed on previous occasions by any of the Institutes/ institutions/local body/municipalities/ Public Sector Undertaking etc.

Site Visit

The bidders are encouraged to visit and examine the nature and intricacies of the works, and obtain all information from the Employer that may be necessary for preparing the bid and entering in to a contract for execution

Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders in general and obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender or profit in case of successful bidder. A tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed.

Acceptance of Tender:

The competent authority, on behalf of the Institute, does not bind himself to accept the lowest or any other tender, and reserves to himself the authority to reject any or all the tenders received, without assignment of any reason. All tenders, in which any of the prescribed condition is not fulfilled or any condition, including that of conditional rebates is put forth by the tenderer, shall be summarily rejected.

The Competent Authority, on behalf of the institute, reserves to himself the right to accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rates quoted.

Acceptance and Rejection of Bid

The Director of the institute reserves the right to reject any part or whole of the Tender or all tenders without assigning any reason whatsoever. Director of the institute is not bound to accept the lowest tender

Escalation

The price quoted by the contractor shall remain fixed during the tenure (currency of the contract) of the contract and no escalation shall be allowed what so ever except on account of

increase in the Statutory Compliances (Minimum wages of labors / GST EPF/ESIC/ BONUS/ taxes/ Levis / surcharges etc. as applicable). Such increase will be compensated on production of documentary evidence.

Termination of Contract

The Contract may be terminated by Employer or the Contractor by giving Notice of 60 days in writing. The Employer or the Contractor may terminate the Contract if the other party causes fundamental breach of the Contract. Fundamental breaches of Contract include, but shall not be limited to the following:-

- a. The Contractor stops work for 03 days when no stoppage of work is shown on Program and the stoppage has not been authorized by the Employer.
- b. The Contractor becomes bankrupt or goes into liquidation other than for a reconstruction restructure or amalgamation.
- c. The Employer or his nominee gives Notice that failure to correct a particular defect/unsatisfied services is a fundamental breach of Contract and the Contractor fails to correct it within a period of time determined by the Employer.
- d. The Contractor does not maintain a security which is required.
- e. The Contractor has delayed the completion of works by the number of days for which the maximum amount of liquidated damages can be imposed/or delay/stop the execution of services which affects the services or reputation of the Centre.
- f. If the contractor, in the judgment of the employer has engaged in corrupt or fraudulent practices in competing for or in the executing the contract.

For the purpose of this paragraph: “corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution. “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer, and includes collusive practice. Bidders (prior to or after bid submission) designed to establish bid prices at artificial non- competitive levels and to deprive the Employer of the benefits of free and open competition”.

When the Contractor gives notice of a breach of contract to the Employer or his nominee for a cause other than those listed under Sub Clause- above, the Employer or his nominee shall decide whether the breach is fundamental or not.

The failure to deploy adequate services personnel resulting in sub standard work will be considered as breach of the terms and conditions under the agreement.

In the event of termination by the employer, the Security Deposit (performance security and retention Money) of the contractor shall be forfeited and balance period of services contract shall be undertaken at the risk and cost of the agency, till the new contract will be executed.

In case of non-compliance or breach of any terms of contract or unsatisfactory or inefficient servicing on the part of the Contractor, the owner will be at liberty to revoke the contract without giving any notice of payment in lieu of notice.

Canvassing

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

Jurisdiction

In case of any dispute arising on the above contract, the Courts in Mumbai will have the sole jurisdiction to hear the case.

Rights of IIG

Decision of IIG in regard to interpretation of the terms and conditions of the agreement shall be final and binding on the agency.

In case of any dispute between the agency and IIG, the IIG shall have the right to decide and the same shall be referred to the Director, IIG whose decision shall be final and binding upon both the parties, however, all matters of jurisdiction shall be at the local courts located at Navi Mumbai.

Institute's Obligations:

The Institute shall not be responsible for any loss, breakage or theft of Contractor's material for which he has to make his own arrangements for storage.

1. The contractor or his representative shall daily report to Officer nominated by the Director, IIG to supervise the work under the contract and take instructions every day from him for the work on a book / register maintained by the Contractor exclusively for the purpose. He shall preserve the said book and produce the same when asked. The Supervisor of the contractor will provide details of daily absenteeism of regular worker as well as replacement provided.
2. The Contractor in consultation with Officer In Charge shall prepare a schedule on the works to be carried out in the areas of works allotted before commencement of actual works.

The Contractor / his representative should all the time be available at work site during the course of his work

Payment conditions:

1. Bills shall be prepared (in triplicate) item wise indicating services rendered by the Contractor on monthly basis. The firm shall indicate, work order no., name of work, G S T N o ., PAN No, duly signed and stamped. The payment will be made through ECS after submitting ECS details with every bill in prescribed format. The contractor shall prepared item wise report on daily basis in separate sheet & submit along with monthly bill. The bill shall be

submitted by the contractor by the first week of every month.

2. Permissible taxes will be deducted from the bills and certificate will be issued by the Centre.

No advance payment shall be made to the contractor under any circumstances under this contract. Agency shall not sublet the part or thereof to any other agency.

Contractors to keep site clean:

The person/s working under this contract should keep the site clean, neat & tidy provided to them for working. In case the contractor fails to comply with the requirements of this clause, the Officer-in-charge shall have the right to get this work done at the cost of the contractor either the Institute or through any other agency. Before taking such action, the Officer-in-charge shall give 10 days' notice in writing to the contractor

Works to be undertaken under the direction of Engineer-In -Charge:

All works to be executed under the contract shall be executed under the direction and subject to the approval in all respects of the Officer-in-charge who shall be entitled to direct at what point or points and in what manner they are to be commenced, and from time to time carried on.

Levy / Taxes payable by Contractor:

GST or any other tax on materials / Services in respect of this contract shall be payable by the contractor and shall submit proof for GST returns to the Institute each months. The same will be reimbursed to the contractor if it is found that GST is genuinely paid by the agency to the Govt.

The contractor shall deposit royalty and obtain necessary permit as required for supply of the soil, cow dung slurry/ manure etc. from local authorities.

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

**GENERAL TERMS AND CONDITIONS OF CPWD (GCC 2014 Correction slip CON 302
WITH CORRECTIONS SLIPS AND UPDATED AMMENDMNETS FROM PAGE 13-61
WILL BE APPLICABLE AND FOLLOWED FOR THIS WORK**



CLAUSES OF CONTRACT

CLAUSE 1

Performance Guarantee

- (i) The contractor shall submit an irrevocable Performance Guarantee of 5% (Five percent) of the tendered amount in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement, (not withstanding and/or without prejudice to any other provisions in the contract) within period specified in Schedule 'F' from the date of issue of letter of acceptance. This period can be further extended by the Engineer-in-Charge up to a maximum period as specified in schedule 'F' on written request of the contractor stating the reason for delays in procuring the Performance Guarantee, to the satisfaction of the Engineer-in-Charge. This guarantee shall be in the form of Cash (in case guarantee amount is less than Rs. 10,000/-) or Deposit at Call receipt of any scheduled bank/Banker's Cheque of any scheduled bank/Demand Draft of any scheduled bank/Pay Order of any scheduled bank (in case guarantee amount is less than Rs. 1,00,000/-) or Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the form annexed hereto. In case a fixed deposit receipt of any Bank is furnished by the contractor to the Government as part of the performance guarantee and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the Government to make good the deficit.
- (ii) The Performance Guarantee shall be initially valid up to the stipulated date of completion plus 60 days beyond that. In case the time for completion of work gets enlarged, the contractor shall get the validity of Performance Guarantee extended to cover such enlarged time for completion of work. After recording of the completion certificate for the work by the competent authority, the performance guarantee shall be returned to the contractor, without any interest. However, in case of contracts involving maintenance of building and services/any other work after construction of same building and services/other work, then 50% of Performance Guarantee shall be retained as Security Deposit. The same shall be returned year wise proportionately.
- (iii) The Engineer-in-Charge shall not make a claim under the performance guarantee except for amounts to which the President of India is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:
 - (a) Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer-in-Charge may claim the full amount of the Performance Guarantee.
 - (b) Failure by the contractor to pay President of India any amount due, either as agreed by the contractor or determined under any of the Clauses/Conditions of the agreement, within 30 days of the service of notice to this effect by Engineer-in-Charge.
- (iv) In the event of the contract being determined or rescinded under provision of any of the Clause/Condition of the agreement, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of the President of India.
- (v) On substantial Completion of any work which has been completed to such an extent that the intended purpose of the work is met and ready to use, then a provisional Completion certificate shall be recorded by the Engineer-in-Charge. The provisional certificate shall have appended with a list of outstanding balance item of work that need to be completed in accordance with the provisions of the contract.

This provisional completion certificate shall be recorded by the concerned Engineer-in-charge with the approval of Project Manager / Chief Project Manager /Superintending



Engineer. After recording of the provisional Completion Certificate for the work by the competent authority, the 80 % of performance guarantee shall be returned to the contractor, without any interest.

However in case of contracts involving Maintenance of building and services / any other work after construction of same building and services/ other work, then 40% of performance guarantee shall be returned to the contractor, without any interest after recording the provisional Completion certificate.

CLAUSE 1 A

Recovery of Security Deposit

The person/persons whose tender(s) may be accepted (hereinafter called the contractor) shall permit Government at the time of making any payment to him for work done under the contract to deduct a sum at the rate of 2.5% of the gross amount of each running and final bill till the sum deducted will amount to security deposit of 2.5% of the tendered value of the work. Such deductions will be made and held by Government by way of Security Deposit unless he/they has/have deposited the amount of Security at the rate mentioned above in cash or in the form of Government Securities or fixed deposit receipts. In case a fixed deposit receipt of any Bank is furnished by the contractor to the Government as part of the security deposit and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the Government to make good the deficit.

All compensations or the other sums of money payable by the contractor under the terms of this contract may be deducted from, or paid by the sale of a sufficient part of his security deposit or from the interest arising therefrom, or from any sums which may be due to or may become due to the contractor by Government on any account whatsoever and in the event of his Security Deposit being reduced by reason of any such deductions or sale as aforesaid, the contractor shall within 10 days make good in cash or fixed deposit receipt tendered by the State Bank of India or by Scheduled Banks or Government Securities (if deposited for more than 12 months) endorsed in favour of the Engineer-in-Charge, any sum or sums which may have been deducted from, or raised by sale of his security deposit or any part thereof. The security deposit shall be collected from the running bills and the final bill of the contractor at the rates mentioned above.

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

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

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

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

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



CLAUSE 2

Compensation for Delay

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

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

- | | |
|---------------------------------------|--|
| (i) Compensation
for delay of work | @ 1 % per month of delay
to be computed on per day basis |
|---------------------------------------|--|

Provided always that the total amount of compensation for delay to be paid under this Condition shall not exceed **10 % of the Tendered Value of work or of the Tendered Value of the Sectional part of work as mentioned in Schedule 'F' for which a separate period of completion is originally given.**

In case no compensation has been decided by the authority in Schedule 'F' during the progress of work, this shall be no waiver of right to levy compensation by the said authority if the work remains incomplete on final justified extended date of completion. If the Engineer in Charge decides to give further extension of time allowing performance of work beyond the justified extended date, the contractor shall be liable to pay compensation for such extended period. If any variation in amount of contract takes place during such extended period beyond justified extended date and the contractor becomes entitled to additional time under clause 12, the net period for such variation shall be accounted for while deciding the period for levy of compensation. However, during such further extended period beyond the justified extended period, if any delay occurs by events under sub clause 5.2, the contractor shall be liable to pay compensation for such delay.

Provided that compensation during the progress of work before the justified extended date of completion for delay under this clause shall be for non-achievement of sectional completion or part handing over of work on stipulated/justified extended date for such part work or if delay affects any other works/services. This is without prejudice to right of action by the Engineer in Charge under clause 3 for delay in performance and claim of compensation under that clause.

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

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



Incentive for early completion **CLAUSE 2A**

In case, the contractor completes the work ahead of stipulated date of completion or justified extended date of completion as determined under clauses 5.3, 12 & 15, a bonus @ 1% (one per cent) of the tendered value per month computed on per day basis, shall be payable to the contractor, subject to a maximum limit of 5% (five per cent) of the tendered value. **Provided that justified time for extra work shall** be calculated on pro-rata basis as cost of extra work X stipulated period /tendered value. The amount of bonus, if payable, shall be paid along with final bill after completion of work. Provided always that provision of the Clause 2A shall be applicable only when so provided in 'Schedule F'.

When Contract can be Determined

CLAUSE 3

Subject to other provisions contained in this clause, the Engineer-in-Charge 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 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 and continues to do so after a notice in writing of seven days from the Engineer-in-Charge.
- (iii) If the contractor fails to complete the work or section of work with individual date of completion on or before the stipulated or justified extended date, on or before such date of completion; and the Engineer in Charge without any prejudice to any other right or remedy under any other provision in the contract has given further reasonable time in a notice given in writing in that behalf as either mutually agreed or in absence of such mutual agreement by his own assessment making such time essence of contract and in the opinion of Engineer-in-Charge the contractor will be unable to complete the same or does not complete the same within the period specified.
- (iv) If the contractor persistently neglects to carry out his obligations under the contract and/ or commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Engineer-in-Charge.
- (v) If the contractor shall offer or give or agree to give to any person in Government service or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract for Government.
- (vi) If the contractor shall enter into a contract with Government in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and the terms of payment thereof have been previously disclosed in writing to the Engineer-in-Charge.
- (vii) If the contractor had secured the contract with Government as a result of wrong 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, (excluding part(s) of work assigned to other agency(s) by the contractor as per terms of contract), transfers, sublets (engagement of labour on a piece-work basis or of labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or otherwise parts with or attempts to assign, transfer, sublet or otherwise parts with the entire works or any portion thereof without the prior written approval of the Engineer -in-Charge.

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

- (a) To determine the contract as aforesaid so far as performance of work by the Contractor is concerned (of which determination notice in writing to the contractor under the hand of the Engineer-in-Charge shall be conclusive evidence). Upon such determination, the Earnest Money Deposit Security Deposit already recovered and Performance Guarantee under the contract shall be liable to be forfeited and shall be absolutely at the disposal of the Government.
- (b) 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, the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any materials or entered into any engagements or made any advances on account or with a view to the execution of the work or the performance of the contract. And in case action is taken under any of the provision aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work thereof or actually performed under this contract unless and until the Engineer-in-Charge has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

CLAUSE 3A

In case, the work cannot be started due to reasons not within the control of the contractor within 1/8th of the stipulated time for completion of work or one month whichever is more, either party may close the contract by giving notice to the other party stating reasons. In such eventuality, the Performance Guarantee of the contractor shall be refunded within following time limits :

- (i) If the Tendered value of work is up to Rs. 45 lac : 15 days.
- (ii) If the Tendered value of work is more than Rs. 45 lac and up to Rs. 2.5 Crore : 21 days.
- (iii) If the Tendered value of work exceeds Rs. 2.5 Crore : 30 days.



Neither party shall claim any compensation for such eventuality. This clause is not applicable for any breach of the contract by either party.

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

CLAUSE 4

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

CLAUSE 5

Time and Extension for Delay

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

5.1 As soon as possible but within twenty one days of award of work and in consideration of

- a) Schedule of handing over of site as specified in the Schedule 'F'
- b) Schedule of issue of designs as specified in the Schedule 'F'
- (i) The Contractor shall submit a Time and Progress Chart for each mile stone. The Engineer-in-Charge may within 30 days thereafter, if required modify, and communicate the program approved to the contractor failing which the program submitted by the contractor shall be deemed to be approved by the Engineer-in-Charge. The work programme shall include all details of balance drawings and decisions required to complete the contract with specific dates by which these details are required by contractor without causing any delay in execution of the work. The Chart shall be prepared in direct relation to the time stated in the Contract documents for completion of items of the works. It shall indicate the forecast of the dates of commencement and completion of various trades of sections of the work and may be amended as necessary by agreement between the Engineer-in-Charge and the Contractor within the limitations of time imposed in the Contract documents, and further to ensure good progress during the execution of the work, the contractor shall in all cases in which the time allowed for any work, exceeds one month (save for special



jobs for which a separate programme has been agreed upon) complete the work as per mile stones given in Schedule 'F'.

- (ii) In case of non submission of construction programme by the contractor the program approved by the Engineer-in-Charge shall be deemed to be final.
- (iii) The approval by the Engineer-in-Charge of such programme shall not relieve the contractor of any of the obligations under the contract.
- (iv) The contractor shall submit the **Time and Progress Chart** and **progress report** using the **mutually agreed software** or in other format decided by **Engineer-in-Charge** for the work done during previous month to the Engineer-in-charge on or before 5th day of each month failing which a recovery Rs. 2500/- (for works costing upto Rs. 20 Crores) / Rs. 5000/- (for works costing more than Rs. 20 Crores) shall be made on per **week or part** basis in case of delay in submission of the monthly progress report.

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

- (i) force majeure, or
- (ii) abnormally bad weather, or
- (iii) serious loss or damage by fire, or
- (iv) civil commotion, local commotion of workmen, strike or lockout, affecting any of the trades employed on the work, or
- (v) delay on the part of other contractors or tradesmen engaged by Engineer-in-Charge in executing work not forming part of the Contract, or
- (vi) non-availability of stores, which are the responsibility of Government to supply or
- (vii) non-availability or break down of tools and Plant to be supplied or supplied by Government or
- (viii) any other cause **like above** which, in the **reasoned opinion** of the Engineer-in-Charge is beyond the Contractor's control.

then upon the happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the **Engineer-in-Charge for entry in the hindrance register (physical or web-based as prescribed** in Schedule 'F' but shall nevertheless use constantly his best endeavours to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer-in-Charge to proceed with the works.

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

5.3 In case the work is hindered by any reasons, in the opinion of the contractor, by the Department or for someone for whose action the Department is responsible, the contractor may immediately give notice thereof in writing to the Engineer-in-Charge in the same manner as prescribed under sub Clause 5.2 seeking extension of time or rescheduling of milestone/s. The authority as indicated in Schedule 'F' shall, if justified, give a fair and reasonable extension of time and reschedule the mile stones for completion of work after due consideration of the same within 30 days of receipt of such request. In event of non application by the contractor for extension of time E-in-C after affording opportunity to the contractor may give, supported with a programme, a fair and reasonable extension within a reasonable period of occurrence of the event.

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

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



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

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

5.4.1 In any such case the authority as indicated in Schedule 'F' may give a fair and reasonable extension of time for completion of work or reschedule the mile stones. Such extension or rescheduling of the milestones shall be communicated to the Contractor by the authority as indicated in Schedule 'F' in writing, within 30 days of the date of receipt of such request from the Contractor in prescribed form. In event of non application by the contractor for extension of time E-in-C after affording opportunity to the contractor, may give, supported with a programme (as specified under 5.4 above), a fair and reasonable extension within a reasonable period of occurrence of the event.

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

CLAUSE 6

Measurements of Work Done

Engineer-in-Charge shall, except as otherwise provided, ascertain and determine by measurement, the value in accordance with the contract of work done.

All measurement of all items having financial value shall be entered in Measurement Book and/or level field book so that a complete record is obtained of all works performed under the contract.

All measurements and levels shall be taken jointly by the Engineer-in-Charge or his authorized representative and by the contractor or his authorized representative from time to time during the progress of the work and such measurements shall be signed and dated by the Engineer-in-Charge and the contractor or their representatives in token of their acceptance. If the contractor objects to any of the measurements recorded, a note shall be made to that effect with reason and signed by both the parties.

If for any reason the contractor or his authorized representative is not available and the work of recording measurements is suspended by the Engineer-in-Charge or his representative, the Engineer-in-Charge and the Department shall not entertain any claim from contractor for any loss or damages on this account. If the contractor or his authorized representative does not remain present at the time of such measurements after the contractor or his authorized representative has been given a notice in writing three (3) days in advance or fails to countersign or to record objection within a week from the date of the measurement, then such measurements recorded in his absence by the Engineer-in-Charge or his representative shall be deemed to be accepted by the Contractor.

The contractor shall, without extra charge, provide all assistance with every appliance, labour and other things necessary for measurements and recording levels.

Except where any general or detailed description of the work expressly shows to the contrary,



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

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

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

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

CLAUSE 6A

Engineer-in-Charge shall, except as otherwise provided, ascertain and determine by measurement the value of work done in accordance with the contract.

All measurements of all items having financial value shall be entered by the contractor and compiled in the shape of the Computerized Measurement Book having pages of A-4 size as per the format of the department so that a complete record is obtained of all the items of works performed under the contract.

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

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



The final, fair, computerized measurement book given by the contractor, duly bound, with its pages machine numbered, should be 100% correct, and no cutting or over-writing in the measurements would thereafter be allowed. If at all any error is noticed, the contractor shall have to submit a fresh computerized MB with its pages duly machine numbered and bound, after getting the earlier MB cancelled by the department. Thereafter, the MB shall be taken in the Divisional Office records, and allotted a number as per the Register of Computerised MBs. This should be done before the corresponding bill is submitted to the Division Office for payment. The contractor shall submit two spare copies of such computerized MB's for the purpose of reference and record by the various officers of the department.

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

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

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

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

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

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

Payment on
Intermediate
Certificate to be
Regarded as
Advances

CLAUSE 7

No payment No payment shall be made for work, estimated to cost Rs. **One lac** or less till after the whole of the work shall have been completed and certificate of completion given. For works estimated to cost over Rs. **One lac**, the interim or running account bills shall be



submitted by the contractor for the work executed on the basis of such recorded measurements on the format of the Department in triplicate on or before the date of every month fixed for the same by the Engineer-in-Charge. The contractor shall not be entitled to be paid any such interim payment if the gross work done together with net payment/ adjustment of advances for material collected, if any, since the last such payment is less than the amount specified in Schedule 'F', in which case the interim bill shall be prepared on the appointed date of the month after the requisite progress is achieved. Engineer-in-Charge shall arrange to have the bill verified by taking or causing to be taken, where necessary, the requisite measurements of the work. In the event of the failure of the contractor to submit the bills, no claims whatsoever due to delays on payment including that of interest shall be payable to the contractor. Payment on account of amount admissible shall be made by the Engineer-in-Charge certifying the sum to which the contractor is considered entitled by way of interim payment at such rates as decided by the Engineer-in-Charge. The amount admissible shall be paid by 10th working day after the day of presentation of the bill by the Contractor to the Engineer-in-Charge or his Asstt. Engineer together with the account of the material issued by the department, or dismantled materials, if any. In the case of works outside the headquarters of the Engineer-in-Charge, the period of ten working days will be extended to fifteen working days. In case of delay in payment of intermediate bills after 45 days of submission of bill by the contractor provided the bill submitted by the contractor found to be in order, a simple interest @ 10% per annum shall be paid to the contractor from the date of expiry of prescribed time limit which will be compounded on yearly basis.

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

Pending consideration of extension of date of completion, interim payments shall continue to be made as herein provided without prejudice to the right of the department to take action under the terms of this contract for delay in the completion of work, if the extension of date of completion is not granted by the competent authority.

The Engineer-in-Charge in his sole discretion on the basis of a certificate from the Asstt. Engineer to the effect that the work has been completed up to the level in question make interim advance payments without detailed measurements for work done (other than foundations, items to be covered under finishing items) up to lintel level (including sunshade etc.) and slab level, for each floor working out at 75% of the assessed value. The advance payments so allowed shall be adjusted in the subsequent interim bill to be submitted by the contractor within 10 days of the interim payment. In case of delay in submission of bill by the contractor a simple interest @ 10% per annum shall be paid to the Government from the date of expiry of prescribed time limit which will be compounded on yearly basis.

Payments in composite Contracts

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

In case main contractor fails to make the payment to the contractor associated by him within 15 days of receipt of each running account payment, then on the written complaint of contractor associated for such minor component, Engineer-in-Charge of minor component shall serve the show cause to the main contractor and if reply of main contractor either not received or



found unsatisfactory, he may make the payment directly to the contractor associated for minor component, as per the terms and conditions of the agreement drawn between main contractor and associate contractor fixed by him. Such payment made to the associate contractor shall be recovered by Engineer-in-Charge of major or minor component from the next R/A/ final bill due to main contractor as the case may be.

CLAUSE 7A

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

CLAUSE 8

Completion
Certificate and
Completion Plans

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

CLAUSE 8A

Contractor to Keep
Site Clean

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

CLAUSE 8B

Completion Plans to
be Submitted by the
Contractor

The contractor shall submit completion plan as required vide General Specifications for Electrical works (Part-I internal) 2005 and (Part-II External) 1994 as applicable 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 of **0.1 % of Tendered Value or limit prescribed in Schedule F whichever is more** as may be fixed by the Superintending Engineer concerned and in this respect the decision of the Superintending Engineer shall be final and binding on the contractor.

The contractor shall submit completion plan for **Internal and External Civil, Electrical and**



Mechanical Services within thirty days of the completion of the work, **provided that the service plans having been issued for execution by the Engineer-in-Charge, unless the contractor, by virtue of any other provision in the contract, is required to prepare such plans.**

CLAUSE 9

Payment of Final Bill

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

- (i) If the Tendered value of work is up to Rs. 45 lac : 2 months
- (ii) If the Tendered value of work is more than Rs.45 lac and up to Rs. 2.5 Crore : 3 months
- (iii) If the Tendered value of work exceeds Rs. 2.5 Crore : 6 months

In case of delay in payment of final bills after prescribed time limit, a simple interest @ 10% per annum shall be paid to the contractor from the date of expiry of prescribed time limit which will be compounded on yearly basis, provided the final bill submitted by the contractor found to be in order.

CLAUSE 9A

Payment of Contractor's Bills to Banks

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

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

CLAUSE 10

Materials supplied by Government

Materials which Government will supply are shown in Schedule 'B' which also stipulates quantum, place of issue and rate(s) to be charged in respect thereof. The contractor shall be bound to procure them from the Engineer-in-Charge.

As soon as the work is awarded, the contractor shall finalise the programme for the completion of work as per clause 5 of this contract and shall give his estimates of materials required on the basis of drawings/or schedule of quantities of the work. The Contractor shall give in writing his requirement to the Engineer-in-Charge which shall be issued to him keeping in view the progress of work as assessed by the Engineer-in-Charge, in accordance with the agreed phased programme of work indicating monthly requirements of various materials. The



contractor shall place his indent in writing for issue of such materials at least 7 days in advance of his requirement.

Such materials shall be supplied for the purpose of the contract only and the value of the materials so supplied at the rates specified in the aforesaid schedule shall be set off or deducted, as and when materials are consumed in items of work (including normal wastage) for which payment is being made to the contractor, from any sum then due or which may therefore become due to the contractor under the contract or otherwise or from the security deposit. At the time of submission of bills, the contractor shall certify that balance of materials supplied is available at site in original good condition.

The contractor shall submit along with every running bill (on account or interim bill) materialwise reconciliation statements supported by complete calculations reconciling total issue, total consumption and certified balance (diameter/section-wise in the case of steel) and resulting variations and reasons therefore. Engineer-in-Charge shall (whose decision shall be final and binding on the contractor) be within his rights to follow the procedure of recovery in clause 42 at any stage of the work if reconciliation is not found to be satisfactory.

The contractor shall bear the cost of getting the material issued, loading, transporting to site, unloading, storing under cover as required, cutting assembling and joining the several parts together as necessary. Notwithstanding anything to the contrary contained in any other clause of the contract and (or the CPWA Code) all stores/materials so supplied to the contractor or procured with the assistance of the Government shall remain the absolute property of Government and the contractor shall be the trustee of the stores/materials, and the said stores/materials shall not be removed/disposed off from the site of the work on any account and shall be at all times open to inspection by the Engineer-in-Charge or his authorized agent. Any such stores/materials remaining unused shall be returned to the Engineer-in-Charge in as good a condition in which they were originally supplied at a place directed by him, at a place of issue or any other place specified by him as he shall require, but in case it is decided not to take back the stores/materials the contractor shall have no claim for compensation on any account of such stores/materials so supplied to him as aforesaid and not used by him or for any wastage in or damage to in such stores/materials.

On being required to return the stores/materials, the contractor shall hand over the stores/materials on being paid or credited such price as the Engineer-in-Charge shall determine, having due regard to the condition of the stores/materials. The price allowed for credit to the contractor, however, shall be at the prevailing market rate not exceeding the amount charged to him, excluding the storage charges, if any. The decision of the Engineer-in-Charge shall be final and conclusive. In the event of breach of the aforesaid condition, the contractor shall in addition to throwing himself open to account for contravention of the terms of the licences or permit and/or for criminal breach of trust, be liable to Government for all advantages or profits resulting or which in the usual course would have resulted to him by reason of such breach. Provided that the contractor shall in no case be entitled to any compensation or damages on account of any delay in supply or non-supply thereof all or any such materials and stores provided further that the contractor shall be bound to execute the entire work if the materials are supplied by the Government within the original scheduled time for completion of the work plus 50% thereof or schedule time plus 6 months whichever is more if the time of completion of work exceeds 12 months, but if a part of the materials only has been supplied within the aforesaid period, then the contractor shall be bound to do so much of the work as may be possible with the materials and stores supplied in the aforesaid period. For the completion of the rest of the work, the contractor shall be entitled to such extension of time as may be determined by the Engineer-in-Charge whose decision in this regard shall be final and binding on the contractor.

The contractor shall see that only the required quantities of materials are got issued. Any



such material remaining unused and in perfectly good/original condition at the time of completion or determination of the contract shall be returned to the Engineer-in-Charge at the stores from which it was issued or at a place directed by him by a notice in writing. The contractor shall not be entitled for loading, transporting, unloading and stacking of such unused material except for the extra lead, if any involved, beyond the original place of issue.

CLAUSE 10A

Materials to be provided by the Contractor

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

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

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

The contractor shall, at his risk and cost, make all arrangements and shall provide all facilities as the Engineer-in-Charge may require for collecting, and preparing the required number of samples for such tests at such time and to such place or places as may be directed by the Engineer-in-Charge and bear all charges and cost of testing unless specifically provided for otherwise elsewhere in the contract or specifications. The Engineer-in-Charge or his authorized representative shall at all times have access to the works and to all workshops and places where work is being prepared or from where materials, manufactured articles or machinery are being obtained for the works and the contractor shall afford every facility and every assistance in obtaining the right to such access.

The Engineer-in-Charge shall have full powers to require the removal from the premises of all materials which in his opinion are not in accordance with the specifications and in case of default, the Engineer-in-Charge shall be at liberty to employ at the expense of the contractor, other persons to remove the same without being answerable or accountable for any loss or damage that may happen or arise to such materials. The Engineer-in-Charge shall also have full powers to require other proper materials to be substituted thereof and in case of default, the Engineer-in-Charge may cause the same to be supplied and all costs which may attend such removal and substitution shall be borne by the Contractor.

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

Secured Advance on Non-perishable Materials

CLAUSE 10B

- (i) The contractor, on signing an indenture in the form in Annexure XVIII by the Engineer-in-Charge, shall be entitled to be paid during the progress of the execution of the work up to



75% of the assessed value of any materials which are in the opinion of the Engineer-in-Charge non-perishable, non-fragile and non-combustible and are in accordance with the contract and which have been brought on the site in connection therewith and are adequately stored and/or protected against damage by weather or other causes but which have not at the time of advance been incorporated in the works. When materials on account of which an advance has been made under this sub-clause are incorporated in the work, the amount of such advance shall be recovered/deducted from the next payment made under any of the clause or clauses of this contract.

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

**Mobilisation
Advance**

- (ii) Mobilization advance not exceeding 10% of the tendered value may be given, if requested by the contractor in writing within one month of the order to commence the work. Such advance shall be in two or more installments to be determined by the Engineer-in-Charge at his sole discretion. The first installment of such advance shall be released by the Engineer-in-Charge to the contractor on a request made by the contractor to the Engineer-in-Charge in this behalf. The second and subsequent installments shall be released by the Engineer- in- Charge only after the contractor furnishes a proof of the satisfactory utilization of the earlier installment to the entire satisfaction of the Engineer-in-Charge.

Before any installment of advance is released, the contractor shall execute ~~a~~-Bank Guarantee Bonds **not more than 6 in number** from Scheduled Bank for the amount equal to 110% of the amount of advance and valid for the period **till recoery of advance**. This (Bank Guarantee from Scheduled Bank for the amount equal to 110% of the balance amount of advance) shall be kept renewed from time to time to cover the balance amount and likely period of complete recovery.

Provided always that provision of Clause 10 B (ii) shall be applicable only when so provided in 'Schedule F'.

**Plant Machinery &
Shuttering Material
Advance**

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

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



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

This advance shall further be subject to the condition that such plant and equipment (a) are considered by the Engineer-in-Charge to be necessary for the works; (b) and are in working order and are maintained in working order; (c) hypothecated to the Government as specified by the Engineer-in-Charge before the payment of advance is released. The contractor shall not be permitted to remove from the site such hypothecated plant and equipment without the prior written permission of the Engineer-in-Charge. The contractor shall be responsible for maintaining such plant and equipment in good working order during the entire period of hypothecation failing which such advance shall be entirely recovered in lump sum. For this purpose, steel scaffolding and form work shall be treated as plant and equipment.

The contractor shall insure the Plant and Machinery for which mobilization advance is sought and given, for a sum sufficient to provide for their replacement at site. Any amounts not recovered from the insurer will be borne by the contractor.

**Interest &
Recovery**

- (iv) The mobilization advance and plant and machinery advance in (ii) & (iii) above bear simple interest at the rate of 10 per cent per annum and shall be calculated from the date of payment to the date of recovery, both days inclusive, on the outstanding amount of advance. Recovery of such sums advanced shall be made by the deduction from the contractors bills commencing after first ten per cent of the gross value of the work is executed and paid, on pro-rata percentage basis to the gross value of the work billed beyond 10% in such a way that the entire advance is recovered by the time eighty per cent of the gross value of the contract is executed and paid, together with interest due on the entire outstanding amount up to the date of recovery of the installment.
- (v) If the circumstances are considered reasonable by the Engineer-in-Charge, the period mentioned in (ii) and (iii) for request by the contractor in writing for grant of mobilization advance and plant and equipment advance may be extended in the discretion of the Engineer-in-Charge.

CLAUSE 10C

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

If after submission of the tender, if the price of any material incorporated in the work (excluding the material covered under clause 10 CA and not been a material supply for a Engineer in charge's store in accordance with clause 10 therefore)and/ or wages of labour increases as a direct result of the coming into force of any fresh ,low or statutory rule or order (but not due to any variation of rate in GST applicable on such material(s) being considered under this clause) beyond the prices/wages prevailing at the time of the last stipulated date of receipt of tenders including extensions, if any, for the work during contract period including the justified period extended under the provisions of clause 5 of the contract without any action under clause 2, then the amount of the contract shall accordingly be varied.

If after submission of the tender, the price of any material incorporated in the works (excluding the materials covered under Clause 10CA and not being a material supplied from the Engineer-in-Charge's stores in accordance with Clause 10 thereof) and/or wages of labour as prevailing at the time of last stipulated date of receipt of tender including extensions, if any, is decreased as a direct result of the coming into force of any fresh law or statutory rules or order (but not due to any changes of rate in sales tax/VAT, Central/State Excise/Custom Duty), Government shall in respect of materials incorporated in the works (excluding the materials covered under



Clause 10CA and not being material supplied from the Engineer-in-Charge's stores in accordance with Clause 10 hereof) and/or labour engaged on the execution of the work after the date of coming into force of such law statutory rule or order be entitled to deduct from the dues of the contractor, such amount as shall be equivalent to the difference between the prices of the materials and/or wages as prevailed at the time of the last stipulated date for receipt of tenders including extensions if any for the work and the prices of materials and/or wages of labour on the coming into force of such law, statutory rule or order. This will be applicable for the contract period including the justified period extended under the provisions of clause 5 of the contract without any action under clause 2.

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

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

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

CLAUSE 10 CA

Payment due to variation in prices of materials after receipt of tender

If after submission of the tender, the price of materials specified in Schedule F increases/decreases beyond the base price(s) as indicated in Schedule F for the work, then the amount of the contract shall accordingly be varied and provided further that any such variations shall be effected for stipulated period of Contract including the justified period extended under the provisions of Clause 5 of the Contract without any action under Clause 2.

However for work done/during the justified period extended as above, it will be limited to indices prevailing at the time of updated stipulated date of completion considering the effect of extra work (extra time to be calculated on pro-rata basis only as cost of extra work x stipulated period/tendered cost).

The increase/decrease in prices of cement, steel reinforcement, structural steel and POL shall be determined by the Price indices issued by the Director General, CPWD. For other items provided in the Schedule 'F', this shall be determined by the All India Wholesale Price Indices of materials as published by Economic Advisor to Government of India, Ministry of Commerce and Industry. Base price for cement, steel reinforcement, structural steel and POL shall be as issued under the authority of Director General CPWD applicable for Delhi including Noida, Gurgaon, Faridabad & Ghaziabad and for other places as issued under the authority of Zonal Chief Engineer, CPWD and base price of other materials issued by concerned Zonal chief Engineer and as indicated in Schedule 'F'. In case, price index of a particular material is not issued by Ministry of Commerce and Industry, then the price index of nearest similar material as indicated in Schedule 'F' shall be followed.

The amount of the contract shall accordingly be varied for all such materials and will be worked out as per the formula given below for individual material:-

Adjustment for component of individual material

$$V = P \times Q \times \frac{CI - CI_0}{CI_0}$$

where,



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

P = Base Price of material as issued under authority of DG, CPWD or concerned Zonal Chief Engineer and as indicated in Schedule "F".

For Projects and Original Works

Q = Quantity of material brought at site for bonafide use in the works since previous bill excluding any such quantity consumed in the deviated quantity of items beyond deviation limit and extra /substituted item, paid/to be paid at rates derived on the basis of market rate under clause 12.2.

For Maintenance Works

Q = Quantity of material brought at site for bonafide use in the works since previous bill including any such quantity consumed in the deviated quantity of items beyond deviation limit paid at agreement rate and extra /substituted item being scheduled items, but excluding non schedule extra /substituted item paid/to be paid at market rate under clause 12.2.

Clo = Price index for cement, steel reinforcement bars structural steel and POL as issued by the DG, CPWD and corresponding to the time of base price of respective material indicated in Schedule 'F'. For other items, if any, provided in Schedule 'F', All India Wholesale Price Index for the material as published by the Economic Advisor to Government of India, Ministry of Industry and Commerce and corresponding to the time of base price of respective material indicated in Schedule 'F'.

CI = Price index for cement, steel reinforcement bars, structural steel and POL as issued under the authority of DG, CPWD for period under consideration. For other items, if any, provided in Schedule 'F', All India Wholesale Price Index for the material for period under consideration as published by Economic Advisor to Government of India, Ministry of Industry and Commerce.

Note: (i) In respect of the justified period extended under the provisions of clause 5 of the contract without any action under clause 2, the index prevailing at the time of updated stipulated date of completion considering the effect of extra work (extra time to be calculated on prorata basis only as cost of extra work x stipulated period/ tendered cost) shall be considered.

Provided always that provisions of the preceding Clause 10 C shall not be applicable in respect of Materials covered in this Clause.

- (ii) If during progress of work or at the time of completion of work, it is noticed that any material brought at site is in excess of requirement, then amount of escalation if paid earlier on such excess quantity of material shall be recovered on the basis of cost indices as applied at the time of payment of escalation or as prevailing at the time of effecting recovery, whichever is higher.
- (iii) Cement mentioned wherever in this clause includes Cement component used in RMC brought at site from outside approved RMC plants, if any.
- (iv) The date wise record of ready mix concrete shall be kept in a register and the cement consumption for the same shall be calculated accordingly.



- (v) If built-up steel items are brought at site from workshop, then the variation shall be paid for the structural steel up to the period when the built up item/finished product is brought at site.

Payment due to Increase/Decrease in Prices/Wages (excluding materials covered under clause 10 CA) after Receipt of Tender for Works

CLAUSE 10 CC

If the prices of materials (not being materials supplied or services rendered at fixed prices by the department in accordance with clause 10 & 34 thereof) and/or wages of labour required for execution of the work increase, the contractor shall be compensated for such increase as per provisions detailed below and the amount of the contract shall accordingly be varied, subject to the condition that such compensation for escalation in prices and wages shall be available only for the work done during the stipulated period of the contract including the justified period extended under the provisions of clause 5 of the contract without any action under clause 2. No such compensation shall be payable for a work for which the stipulated period of completion is equal to or less than the time as specified in Schedule F. Such compensation for escalation in the prices of materials and labour, when due, shall be worked out based on the following provisions:-

- (i) The base date for working out such escalation shall be the last stipulated date of receipt of tenders including extension, if any.
 - (ii) The cost of work on which escalation will be payable shall be reckoned as below :
 - (a) Gross value of work done up to this quarter : (A)
 - (b) Gross value of work done up to the last quarter : (B)
 - (c) Gross value of work done since previous quarter (A-B) (C)
 - (d) Full assessed value of Secured Advance (excluding materials Covered under Clause 10 CA) fresh paid in this quarter : (D)
 - (e) Full assessed value of Secured Advance (excluding materials Covered under Clause 10 CA) recovered in this quarter : (E)
 - (f) Full assessed value of Secured Advance for which escalation Payable in this quarter (D-E): (F)
 - (g) Advance payment made during this quarter: (G)
 - (h) Advance payment recovered during this quarter: (H)
 - (i) Advance payment for which escalation is payable in this Quarter (G-H): (I)
 - (j) Extra items/deviated quantities of items paid as per Clause 12 Based on prevailing market rates during this quarter: (J)
- Then, $M = C + F + I - J$
 $N = 0.85 M$
- (k) Less cost of material supplied by the department as per Clause 10 and recovered during the quarter (K)
 - (l) Less cost of services rendered at fixed charges as per Clause 34 and recovered during the quarter (L)

Cost of work for which escalation is applicable:

$$W = N - (K + L)$$

- (iii) Components for materials (except cement, reinforcement bars, structural steel, POL or other materials covered under clause 10 CA) labour, etc. shall be pre-determined for every work and incorporated in the conditions of contract attached to the tender papers included in Schedule 'F'. The decision of the Engineer-in-Charge in working out such percentage shall be binding on the contractors.
- (iv) The compensation for escalation for other materials (excluding cement, reinforcement bars, structural steel, POL or other materials covered under clause 10 CA) shall be



worked as per the formula given below:-

Adjustment for civil component (except cement, structural steel, reinforcement bars, POL and other materials covered under clause 10CA) / electrical component of construction 'Materials'

$$V_m = W \times \frac{X_m}{100} \times \frac{MI - MI_o}{MI_o}$$

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

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

X_m = Component of 'materials' (except cement, structural steel, reinforcement bars POL and other materials covered under clause 10CA) expressed as percent of the total value of work.

MI = All India Wholesale Price Index for civil component/electrical component* of construction material as worked out on the basis of All India Wholesale Price Index for Individual Commodities/ Group Items for the period under consideration as published by Economic Advisor to Govt. of India, Ministry of Industry & Commerce and applying weightages to the Individual Commodities/Group Items. (In respect of the justified period extended under the provisions of clause 5 of the contract without any action under clause 2, the index prevailing at the time of updated stipulated date of completion considering the effect of extra work (extra time to be calculated on prorata basis only as cost of extra work x stipulated period/ tendered cost, shall be considered.)

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

***Note:** relevant component only will be applicable.

- (v) The following principles shall be followed while working out the indices mentioned in para (iv) above.
 - (a) The compensation for escalation shall be worked out at quarterly intervals and shall be with respect to the cost of work done as per bills paid during the three calendar months of the said quarter. The dates of preparation of bills as finally entered in the Measurement Book by the Assistant Engineer/ date of submission of bill finally by the contractor to the department in case of computerised measurement books shall be the guiding factor to decide the bills relevant to the quarterly interval. The first such payment shall be made at the end of three months after the month (excluding the month in which tender was accepted) and thereafter at three months' interval. At the time of completion of the work, the last period for payment might become less than 3 months, depending on the actual date of completion.
 - (b) The index (MI/FI etc.) relevant to any quarter/period for which such compensation is paid shall be the arithmetical average of the indices relevant to the three calendar months. If the period up to date of completion after the quarter covered by the last such installment of payment, is less than three months, the index MI and FI shall be the average of the indices for the months falling within that period.



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

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

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

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

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

LI : Minimum wage in rupees of an unskilled adult male mazdoor, fixed under any law, statutory rule or order as applicable on the last date of the quarter previous to the one under consideration. (In respect of the justified period extended under the provisions of clause 5 of the contract without any action under clause 2, the minimum wage prevailing on the last date of quarter previous to the quarter pertaining to updated stipulated date of Completion considering the effect of extra work (extra time to be calculated on prorata basis only as cost of extra work x stipulated period/ tendered cost, shall be considered.)

LI₀: Minimum daily wage in rupees of an unskilled adult male mazdoor, fixed under any law, statutory rule or order as on the last stipulated date of receipt of tender including extension, if any.

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

- The minimum wage of an unskilled mazdoor mentioned in sub-para (vi) above shall be the higher of the wage notified by Government of India, Ministry of Labour and that notified by the local administration both relevant to the place of work and the period of reckoning.
- The escalation for labour also shall be paid at the same quarterly intervals when escalation due to increase in cost of materials is paid under this clause. If such revision of minimum wages takes place during any such quarterly intervals, the escalation compensation shall be payable at revised rates only for work done in subsequent quarters;
- Irrespective of variations in minimum wages of any category of labour, for the purpose of this clause, the variation in the rate for an unskilled mazdoor alone shall form the basis for working out the escalation compensation payable on the labour component.

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

- no such adjustment for the decrease in the price of materials and/or wages of labour aforementioned would be made in case of contracts in which the stipulated period of completion of the work is equal to or less than the time as specified in Schedule 'F'.
- the Engineer-in-Charge shall otherwise be entitled to lay down the procedure by which the provision of this sub-clause shall be implemented from time to time and the decision of the Engineer-in-Charge in this behalf shall be final and binding on the contractor.



(ix) Provided always that:-

- (a) Where provisions of clause 10CC are applicable, provisions of clause 10C will not be applicable but provisions of clause 10CA will be applicable.
- (b) Where provisions of clause 10CC are not applicable, provisions of clause 10C and 10CA will become applicable.

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

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

CLAUSE 10 D

**Dismantled
Material Govt.
Property**

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

CLAUSE 11

**Work to be
Executed in
Accordance with
Specifications,
Drawings, Orders
etc.**

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

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

CLAUSE 12 :

**Deviations/
Variations Extent
and Pricing**

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

The completion cost of any agreement for Maintenance works including works of upgradation, aesthetic, special repair, addition/ alteration shall not exceed 1.25 times of Tendered amount.

Any further deviation beyond this limit upto 1.5 times of tendered amount shall be approved by Chief Engineer with recorded reason and in exceptional case, ADG shall have full power to approve the deviation beyond 1.50 times of tendered amount with recorded reason and take suitable corrective action.



12.1 The time for completion of the works shall, in the event of any deviations resulting in additional cost over the tendered value sum being ordered, be extended, if requested by the contractor, as follows :

- (i) In the proportion which the additional cost of the altered, additional or substituted work, bears to the original tendered value plus
- (ii) 25% of the time calculated in (i) above or such further additional time as may be considered reasonable by the Engineer-in-Charge.

**Deviation, Extra
Items and Pricing**

12.2 A. For Project and original works:

In the case of extra item(s) (items that are completely new, and are in addition to the items contained in the contract), the contractor may within fifteen days of receipt of order or occurrence of the item(s) claim rates, supported by proper analysis, **which shall include invoices, vouchers etc. and Manufacturer's specification** for the work **failing which the rate approved later by the Engineer- in- charge shall be binding** and the Engineer-in-Charge shall within prescribed time limit of the receipt of the claims supported by analysis, after giving consideration to the analysis of the rates submitted by the contractor, determine the rates on the basis of the market rates and the contractor shall be paid in accordance with the rates so determined, **failing which it will be deemed to have been approved.**

B. For Maintenance works including works of upgradation, aesthetic, special repair, addition/ alteration:

In the case of Extra Item(s) being the schedule items (Delhi Schedule of Rates items), these shall be paid as per the schedule rate plus cost index (at the time of tender) plus/minus percentage above/ below quoted contract amount.

Payment of Extra items in case of non-schedule items (Non-DSR items) shall be made as per the prevailing market rate.

A. For Project and original works:

In the case of substituted items (items that are taken up with partial substitution or in lieu of items of work in the contract), the rate for the agreement item (to be substituted) and substituted item shall also be determined in the manner as mentioned in the following para.

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

B. For Maintenance works including works of upgradation, aesthetic, special repair, addition/ alteration:

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

**Deviation,
Substituted Items,
Pricing**



**Deviation,
Deviated Quantities,
Pricing**

A. For Project and original works:

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

B. For Maintenance works including works of upgradation, aesthetic, special repair, addition/ alteration:

In the case of contract items, which exceed the limits laid down in schedule F, the contractor shall be paid rates specified in the schedule of quantities.

The prescribed time limits for finalising rates for Extra Item(s), Substitute Item(s) and Deviated Quantities of contract items is within 30 days after submission of proposal by the contractor without observation of the Engineer-in-Charge.

12.3 A. For Project and original works:

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

B. For Maintenance works including works of upgradation, aesthetic, special repair, addition/ alteration:

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

12.4 The contractor shall send to the Engineer-in-Charge once every three months, an up to date account giving complete details of all claims for additional payments to which the contractor may consider himself entitled and of all additional work ordered by the Engineer-in-Charge which he has executed during the preceding quarter failing which the contractor shall be deemed to have waived his right. However, the Superintending Engineer may authorise consideration of such claims on merits.

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

- (i) For Buildings : All works up to 1.2 metres above ground level or up to floor 1 level whichever is lower.
- (ii) For abutments, piers and well staining : All works up to 1.2 m above the bed level.
- (iii) For retaining walls, wing walls, compound walls, chimneys, over head reservoirs/ tanks and other elevated structures: All works up to 1.2 metres above the ground level.



- (iv) For reservoirs/tanks (other than overhead reservoirs/tanks) : All works up to 1.2 metres above the ground level.
- (v) For basement: All works up to 1.2 m above ground level or up to floor 1 level whichever is lower.
- (vi) For Roads, all items of excavation and filling including treatment of sub base.

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

CLAUSE 13

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

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

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

- (i) Any expenditure incurred on preliminary site work, e.g. temporary access roads, temporary labour huts, staff quarters and site office; storage accommodation and water storage tanks.
- (ii) Government shall have the option to take over contractor's materials or any part thereof either brought to site or of which the contractor is legally bound to accept delivery from suppliers (for incorporation in or incidental to the work) provided, however Government shall be bound to take over the materials or such portions thereof as the contractor does not desire to retain. For materials taken over or to be taken over by Government, cost of such materials as detailed by Engineer-in-Charge shall be paid. The cost shall, however, take into account purchase price, cost of transportation and deterioration or damage which may have been caused to materials whilst in the custody of the contractor.
- (iii) If any materials supplied by Government are rendered surplus, the same except normal wastage shall be returned by the contractor to Government at rates not exceeding those at which these were originally issued, less allowance for any deterioration or damage which may have been caused whilst the materials were in the custody of the contractor. In addition, cost of transporting such materials from site to Government stores, if so required by Government, shall be paid.
- (iv) Reasonable compensation for transfer of T & P from site to contractor's permanent stores or to his other works, whichever is less. If T & P are not transported to either of the said places, no cost of transportation shall be payable.
- (v) Reasonable compensation for repatriation of contractor's site staff and imported labour to the extent necessary.

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



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

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

Clause 14

Carrying out part work at risk & cost of contractor

If contractor:

- (i) At any time makes default during currency of work or does not execute any part of the work with due diligence and continues to do so even after a notice in writing of 7 days in this respect from the Engineer-in-Charge; or
- (ii) Commits default in complying with any of the terms and conditions of the contract and does not remedy it or takes effective steps to remedy it within 7 days even after a notice in writing is given in that behalf by the Engineer-in-Charge; or

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

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

- (a) Take possession of the site and any materials, constructional plant, implements, stores, etc., thereon; and/or
- (b) Carry out the part work / part incomplete work of any item(s) by any means at the risk and cost of the contractor.

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

In determining the amount, credit shall be given to the contractor with the value of work done in all respect in the same manner and at the same rate as if it had been carried out by the original contractor under the terms of his contract, the value of contractor's materials taken over and incorporated in the work and use of plant and machinery belonging to the contractor. The certificate of the Engineer-in-Charge as to the value of work done shall be final and conclusive against the contractor provided always that action under this clause shall only be taken after giving notice in writing to the contractor. Provided also that if the expenses incurred by the department are less than the amount payable to the contractor at his agreement rates, the difference shall not be payable to the contractor.

Any excess expenditure incurred or to be incurred by Government in completing the part



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

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

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

CLAUSE 15

Suspension of Work

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

- (a) on account of any default on the part of the contractor or;
- (b) for proper execution of the works or part thereof for reasons other than the default of the contractor; or
- (c) for safety of the works or part thereof.

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

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

- (a) the contractor shall be entitled to an extension of time equal to the period of every such suspension PLUS 25%, for completion of the item or group of items of work for which a separate period of completion is specified in the contract and of which the suspended work forms a part, and;
- (b) If the total period of all such suspensions in respect of an item or group of items or work for which a separate period of completion is specified in the contract exceeds thirty days, the contractor shall, in addition, be entitled to such compensation as the Engineer-in-Charge may consider reasonable in respect of salaries and/or wages paid by the contractor to his employees and labour at site, remaining idle during the period of suspension, adding thereto 2% to cover indirect expenses of the contractor provided the contractor submits his claim supported by details to the Engineer-in-Charge within fifteen days of the expiry of the period of 30 days.

(iii) If the works or part thereof is suspended on the orders of the Engineer-in-Charge for more than three months at a time, except when suspension is ordered for reason (a) in sub-para (i) above, the contractor may after receipt of such order serve a written notice on the Engineer-in-Charge requiring permission within fifteen days from receipt by the Engineer-in-Charge of the said notice, to proceed with the work or part thereof in regard to which progress has been suspended and if such permission is not granted within that time, the



contractor, if he intends to treat the suspension, where it affects only a part of the works as an omission of such part by Government or where it affects whole of the works, as an abandonment of the works by Government, shall within ten days of expiry of such period of 15 days give notice in writing of his intention to the Engineer-in-Charge. In the event of the contractor treating the suspension as an abandonment of the contract by Government, he shall have no claim to payment of any compensation on account of any profit or advantage which he might have derived from the execution of the work in full but which he could not derive in consequence of the abandonment. He shall, however, be entitled to such compensation, as the Engineer-in-Charge may consider reasonable, in respect of salaries and/or wages paid by him to his employees and labour at site, remaining idle in consequence adding to the total thereof 2% to cover indirect expenses of the contractor provided the contractor submits his claim supported by details to the Engineer-in-Charge within 30 days of the expiry of the period of 3 months.

CLAUSE 15 A

Compensation in case of Delay of Supply of Material by Govt.

The contractor shall not be entitled to claim any compensation from Government for the loss suffered by him on account of delay by Government in the supply of materials in schedule 'B' where such delay is covered by the difficulties relating to the supply of wagons, force majeure or any reasonable cause beyond the control of the Government.

This clause 15 A will not be applicable for works where no material is stipulated.

CLAUSE 16

Action in case Work not done as per Specifications

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

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

In such case the Engineer-in-Charge may not accept the item of work at the rates applicable under the contract but may accept such items at reduced rates as the authority specified in



schedule 'F' may consider reasonable during the preparation of on account bills or final bill if the item is so acceptable without detriment to the safety and utility of the item and the structure or he may reject the work outright without any payment and/or get it and other connected and incidental items rectified, or removed and re-executed at the risk and cost of the contractor. Decision of the Engineer-in-Charge to be conveyed in writing in respect of the same will be final and binding on the contractor.

CLAUSE 17

Contractor Liable for Damages, defects during defect liability period

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

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

CLAUSE 18

Contractor to Supply Tools & Plants etc.

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



CLAUSE 18 A

**Recovery of
Compensation paid
to Workmen**

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

CLAUSE 18 B

**Ensuring
Payment and
Amenities to
Workers if
Contractor fails**

In every case in which by virtue of the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, and of the Contract Labour (Regulation and Abolition) Central Rules, 1971, Government is obliged to pay any amounts of wages to a workman employed by the contractor in execution of the works, or to incur any expenditure in providing welfare and health amenities required to be provided under the above said Act and the rules under Clause 19H or under the C.P.W.D. Contractor's Labour Regulations, or under the Rules framed by Government from time to time for the protection of health and sanitary arrangements for workers employed by C.P.W.D. Contractors, Government will recover from the contractor, the amount of wages so paid or the amount of expenditure so incurred; and without prejudice to the rights of the Government under sub-section(2) of Section 20, and sub-section (4) of Section 21, of the Contract Labour (Regulation and Abolition) Act, 1970, Government shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by Government to the contractor whether under this contract or otherwise Government shall not be bound to contest any claim made against it under sub-section (1) of Section 20, sub-section (4) of Section 21, of the said Act, except on the written request of the contractor and upon his giving to the Government full security for all costs for which Government might become liable in contesting such claim.

CLAUSE 19

**Labour Laws to
be complied by
the Contractor**

The contractor shall obtain a valid licence under the Contract Labour (R&A) Act, 1970, and the Contract Labour (Regulation and Abolition) Central Rules, 1971, before the commencement of the work, and continue to have a valid license until the completion of the work. **The contractor shall also comply with provisions of the Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979.**

The contractor shall also abide by the provisions of the Child Labour (Prohibition and Regulation) Act, 1986.

The contractor shall also comply with the provisions of the building and other Construction Workers (Regulation of Employment & Conditions of Service) Act, 1996 and the building and other Construction Workers Welfare Cess Act, 1996.

Any failure to fulfil these requirements shall attract the penal provisions of this contract arising out of the resultant non-execution of the work.

CLAUSE 19A

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

CLAUSE 19 B

Payment of Wages

Payment of wages:

- (i) The contractor shall pay to labour employed by him either directly or through subcontractors, wages not less than fair wages as defined in the C.P.W.D. Contractor's



Labour Regulations or as per the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and the contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable.

- (ii) The contractor shall, notwithstanding the provisions of any contract to the contrary, cause to be paid fair wage to labour indirectly engaged on the work, including any labour engaged by his sub-contractors in connection with the said work, as if the labour had been immediately employed by him.
 - (iii) In respect of all labour directly or indirectly employed in the works for performance of the contractor's part of this contract, the contractor shall comply with or cause to be complied with the Central Public Works Department contractor's Labour Regulations made by Government from time to time in regard to payment of wages, wage period, deductions from wages recovery of wages not paid and deductions unauthorizedly made, maintenance of wage books or wage slips, publication of scale of wages and other terms of employment, inspection and submission of periodical returns and all other matters of the like nature or as per the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, and the Contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable.
 - (iv) (a) The Engineer-in-Charge concerned shall have the right to deduct from the moneys due to the contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfilment of the conditions of the contract for the benefit of the workers, non-payment of wages or of deductions made from his or their wages which are not justified by their terms of the contract or non-observance of the Regulations.
 - (b) Under the provision of Minimum Wages (Central) Rules, 1950, the contractor is bound to allow to the labours directly or indirectly employed in the works one day rest for 6 days continuous work and pay wages at the same rate as for duty. In the event of default, the Engineer-in-Charge shall have the right to deduct the sum or sums not paid on account of wages for weekly holidays to any labours and pay the same to the persons entitled thereto from any money due to the contractor by the Engineer-in-Charge concerned.
- In the case of Union Territory of Delhi, however, as the all inclusive minimum daily wages fixed under Notification of the Delhi Administration No.F.12(162)MWO/DAB/43884-91, dated 31-12-1979 as amended from time to time are inclusive of wages for the weekly day of rest, the question of extra payment for weekly holiday would not arise.
- (v) The contractor shall comply with the provisions of the Payment of Wages Act, 1936, Minimum Wages Act, 1948, Employees Liability Act, 1938, Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947, Maternity Benefits Act, 1961, and the Contractor's Labour (Regulation and Abolition) Act 1970, or the modifications thereof or any other laws relating thereto and the rules made thereunder from time to time.
 - (vi) The contractor shall indemnify and keep indemnified Government against payments to be made under and for the observance of the laws aforesaid and the C.P.W.D. Contractor's Labour Regulations without prejudice to his right to claim indemnity from his sub-contractors.
 - (vii) The laws aforesaid shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of this contract.
 - (viii) Whatever is the minimum wage for the time being, or if the wage payable is higher than such wage, such wage shall be paid by the contractor to the workmen directly without the intervention of Jamadar and that Jamadar shall not be entitled to deduct or recover any amount from the minimum wage payable to the workmen as and by way of commission or otherwise.



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

CLAUSE 19C

In respect of all labour directly or indirectly employed in the work for the performance of the contractor's part of this contract, the contractor shall at his own expense arrange for the safety provisions as per C.P.W.D. Safety Code framed from time to time and shall at his own expense provide for all facilities in connection therewith. In case the contractor fails to make arrangement and provide necessary facilities as aforesaid, he shall be liable to pay a penalty of Rs.200/- for each default and in addition, the Engineer-in-Charge shall be at liberty to make arrangement and provide facilities as aforesaid and recover the costs incurred in that behalf from the contractor.

CLAUSE 19 D

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

- (1) the number of labourers employed by him on the work,
- (2) their working hours,
- (3) the wages paid to them,
- (4) the accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them, and
- (5) the number of female workers who have been allowed maternity benefit according to Clause 19F and the amount paid to them.

Failing which the contractor shall be liable to pay to Government, a sum not exceeding Rs.200/- for each default or materially incorrect statement. The decision of the Divisional Officer shall be final in deducting from any bill due to the contractor, the amount levied as fine and be binding on the contractor.

CLAUSE 19 E

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

CLAUSE 19 F

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

1. Leave :
 - (i) in the case of delivery - maternity leave not exceeding 8 weeks, 4 weeks up to and including the day of delivery and 4 weeks following that day,
 - (ii) in the case of miscarriage - upto 3 weeks from the date of miscarriage.
2. Pay :
 - (i) in the case of delivery - leave pay during maternity leave will be at the rate of the women's average daily earnings, calculated on total wages earned on the days when full time work was done during a period of three months immediately preceding the date on which she gives notice that she expects to be confined or at the rate of Rupee one only a day whichever is greater.
 - (ii) in the case of miscarriage - leave pay at the rate of average daily earning calculated on the total wages earned on the days when full time work was done during a period of three months immediately preceding the date of such miscarriage.



3. Conditions for the grant of Maternity Leave:

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

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

CLAUSE 19 G

In the event of the contractor(s) committing a default or breach of any of the provisions of the Central Public Works Department, Contractor's Labour Regulations and Model Rules for the protection of health and sanitary arrangements for the workers as amended from time to time or furnishing any information or submitting or filing any statement under the provisions of the above Regulations and' Rules which is materially incorrect, he/they shall, without prejudice to any other liability, pay to the Government a sum not exceeding Rs.200/- for every default, breach or furnishing, making, submitting, filing such materially incorrect statements and in the event of the contractor(s) defaulting continuously in this respect, the penalty may be enhanced to Rs.200/- per day for each day of default subject to a maximum of 5 per cent of the estimated cost of the work put to tender. The decision of the Engineer-in-Charge shall be final and binding on the parties.

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

CLAUSE 19 H

The contractor(s) shall at his/their own cost provide his/their labour with a sufficient number of huts (hereinafter referred to as the camp) of the following specifications on a suitable plot of land to be approved by the Engineer-in-Charge.

- (i) (a) The minimum height of each hut at the eaves level shall be 2.10m (7 ft.) and the floor area to be provided will be at the rate of 2.7 sq.m. (30 sq.ft.) for each member of the worker's family staying with the labourer.
- (b) The contractor(s) shall in addition construct suitable cooking places having a minimum area of 1.80m x 1.50m (6'x5') adjacent to the hut for each family.



- (c) The contractor(s) shall also construct temporary latrines and urinals for the use of the labourers each on the scale of not less than four per each one hundred of the total strength, separate latrines and urinals being provided for women.
- (d) The contractor(s) shall construct sufficient number of bathing and washing places, one unit for every 25 persons residing in the camp. These bathing and washing places shall be suitably screened.
- (ii) (a) All the huts shall have walls of sun-dried or burnt-bricks laid in mud mortar or other suitable local materials as may be approved by the Engineer-in-Charge. In case of sun-dried bricks, the walls should be plastered with mud gobi on both sides. The floor may be kutcha but plastered with mud gobi and shall be at least 15 cm (6") above the surrounding ground. The roofs shall be laid with thatch or any other materials as may be approved by the Engineer-in-Charge and the contractor shall ensure that throughout the period of their occupation, the roofs remain water-tight.
- (b) The contractor(s) shall provide each hut with proper ventilation.
- (c) All doors, windows, and ventilators shall be provided with suitable leaves for security purposes.
- (d) There shall be kept an open space of at least 7.2m (8 yards) between the rows of huts which may be reduced to 6m (20 ft.) according to the availability of site with the approval of the Engineer-in-Charge. Back to back construction will be allowed.
- (iii) **Water Supply** - The contractor(s) shall provide adequate supply of water for the use of labourers. The provisions shall not be less than two gallons of pure and wholesome water per head per day for drinking purposes and three gallons of clean water per head per day for bathing and washing purposes. Where piped water supply is available, supply shall be at stand posts and where the supply is from wells or river, tanks which may be of metal or masonry, shall be provided. The contractor(s) shall also at his/ their own cost make arrangements for laying pipe lines for water supply to his/ their labour camp from the existing mains wherever available, and shall pay all fees and charges therefore.
- (iv) The site selected for the camp shall be high ground, removed from jungle.
- (v) **Disposal of Excreta** - The contractor(s) shall make necessary arrangements for the disposal of excreta from the latrines by trenching or incineration which shall be according to the requirements laid down by the Local Health Authorities. If trenching or incineration is not allowed, the contractor(s) shall make arrangements for the removal of the excreta through the Municipal Committee/authority and inform it about the number of labourers employed so that arrangements may be made by such Committee/authority for the removal of the excreta. All charges on this account shall be borne by the contractor and paid direct by him to the Municipality/authority. The contractor shall provide one sweeper for every eight seats in case of dry system.
- (vi) **Drainage** - The contractor(s) shall provide efficient arrangements for draining away sullage water so as to keep the camp neat and tidy.
- (vii) The contractor(s) shall make necessary arrangements for keeping the camp area sufficiently lighted to avoid accidents to the workers.
- (viii) **Sanitation** - The contractor(s) shall make arrangements for conservancy and sanitation in the labour camps according to the rules of the Local Public Health and Medical Authorities.

CLAUSE 19 I

The Engineer-in-Charge may require the contractor to dismiss or remove from the site of the work any person or persons in the contractors' employ upon the work who may be incompetent



or misconduct himself and the contractor shall forthwith comply with such requirements. In respect of maintenance/repair or renovation works etc. where the labour have an easy access to the individual houses, the contractor shall issue identity cards to the labourers, whether temporary or permanent and he shall be responsible for any untoward action on the part of such labour. AE/JE will display a list of contractors working in the colony/Blocks on the notice board in the colony and also at the service centre, to apprise the residents about the same.

CLAUSE 19J

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

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

CLAUSE 19K

Employment of skilled/semi skilled workers

The contractor shall, at all stages of work, deploy skilled/semi skilled tradesmen who are qualified and possess certificate in particular trade from CPWD Training Institute/Industrial Training Institute/National Institute of construction Management and Research (NICMAR)/ National Academy of Construction, CIDC or any similar reputed and recognized Institute managed/ certified by State/Central Government. The number of such qualified tradesmen shall not be less than 20% of total skilled/semi skilled workers required in each trade at any stage of work. The contractor shall submit number of man days required in respect of each trade, its scheduling and the list of qualified tradesmen along with requisite certificate from recognized Institute to Engineer-in-Charge for approval. Notwithstanding such approval, if the tradesmen are found to have inadequate skill to execute the work of respective trade, the contractor shall substitute such tradesmen within two days of written notice from Engineer-in-Charge. Failure on the part of contractor to obtain approval of Engineer-in-Charge or failure to deploy qualified tradesmen will attract a compensation to be paid by contractor at the rate of Rs. 100 per such tradesman per day. Decision of Engineer-in-Charge as to whether particular tradesman possesses requisite skill and amount of compensation in case of default shall be final and binding.

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

CLAUSE 19L

Contribution of EPF and ESI

The ESI and EPF contributions on the part of employer in respect of this contract shall be paid by the contractor. These contributions on the part of the employer paid by the contractor shall be reimbursed by the Engineer-in-Charge to the contractor on actual basis. **The applicable and eligible amount of EPF&ESI shall be reimbursed preferably within 7 days but not later than 30 days of submission of documentary proof of payment provided same are in order.**

CLAUSE 20

Minimum Wages Act to be Complied with

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 thereunder and other labour laws affecting contract labour that may be brought into force from time to time.



Work not to be sublet. Action in case of insolvency

CLAUSE 21

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

CLAUSE 22

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

Changes in firm's Constitution to be intimated

CLAUSE 23

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

CLAUSE 24

All works to be executed under the contract shall be executed under the direction and subject to the approval in all respects of the Engineer-in-Charge who shall be entitled to direct at what point or points and in what manner they are to be commenced, and from time to time carried on.

Settlement of Disputes & Arbitration

CLAUSE 25

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

- (i) If the contractor considers any work demanded of him to be outside the requirements of the contract, or disputes any drawings, record or decision given in writing by the Engineer-in-Charge **or if the Engineer in Charge considers any act or decision of the contractor** on any matter in connection with or arising out of the contract or carrying out of the work, to be unacceptable and is disputed, **such party** shall promptly within 15 days **of the arising of the disputes** request the **Chief Engineer or where there is no Chief Engineer, the Additional Director General (CE/ADG) who shall refer the**



disputes to Dispute Redressal Committee (DRC) within 15 days along with a list of disputes with amounts claimed if any in respect of each such dispute. The Dispute Redressal Committee (DRC) shall give the opposing party two weeks for a written response, and, give its decision within a period of 60 days **extendable by 30 days by consent of both the parties** from the receipt of **reference from CE/ADG**. The constitution of Dispute Redressal Committee (DRC) shall be as indicated in Schedule 'F'. Provided that no party shall be represented before the Dispute Redressal Committee by an advocate/legal counsel etc.

If the Dispute Redressal Committee (DRC) fails to give its decision within the aforesaid period or any party is dissatisfied with the decision of Dispute Redressal Committee (DRC) or expiry of time limit given above, then either party may within a period of 30 days from the receipt of the decision of Dispute Redressal Committee (DRC), give notice to the Chief Engineer, CPWD, in charge of the work or if there be no Chief Engineer, the Additional Director General of the concerned region of CPWD or if there be no Additional Director General, the Director General, CPWD (CE/ADG/DG) for appointment of arbitrator on prescribed proforma as per Appendix XV under intimation to the other party.

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

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

- a. A party fails to appoint the second Arbitrator, or
- b. The two appointed Arbitrators fail to appoint the Presiding Arbitrator, then

The Director General, CPWD shall appoint the second or Presiding Arbitrator as the case may be.

- (ii) Disputes or difference shall be referred for adjudication through arbitration by a Tribunal having sole arbitrator where Tendered amount is Rs. 100 Crore or less. Where Tendered Value is more than Rs. 100 Crore, Tribunal shall consist of three Arbitrators as above. The requirements of the Arbitration and Conciliation Act, 1996 (26 of 1996) and any further statutory modifications or re-enactment thereof and the rules made there under and for the time being in force shall be applicable.

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

It is also a term of this contract that **any member of the Arbitration Tribunal shall be a Graduate Engineer with experience in handling public works engineering contracts at a level not lower than Chief Engineer (Joint Secretary level of Government of India)**. This shall be treated as a mandatory qualification to be appointed as arbitrator.

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

Subject to provision in the Arbitration and Conciliation Act, 1996 (26 of 1996) as amended



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

It is also a term of the contract that if any fees are payable to the arbitrator, these shall be paid **as per the Act**.

The place of arbitration shall be as mentioned in Schedule F. In case there is no mention of place of arbitration, the arbitral tribunal shall determine the place of arbitration.

The venue of the arbitration shall be such place as may be fixed by the **Arbitral Tribunal in consultation with both the parties**. Failing any such agreement, then the Arbitral Tribunal shall decide the venue.

CLAUSE 26

Contractor to indemnify Govt. against Patent Rights

The contractor shall fully indemnify and keep indemnified the President of India against any action, claim or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay any royalties which may be payable in respect of any article or part thereof included in the contract. In the event of any claims made under or action brought against Government in respect of any such matters as aforesaid, the contractor shall be immediately notified thereof and the contractor shall be at liberty, at his own expense, to settle any dispute or to conduct any litigation that may arise therefrom, 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.

CLAUSE 27

Lumpsum Provisions in Tender

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

CLAUSE 28

Action where no Specifications are specified

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

CLAUSE 29

Withholding and lien in respect of sum due from contractor

(i) Whenever any claim or claims for payment of a sum of money arises out of or under the contract or against the contractor, the Engineer-in-Charge or the Government shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from the security, if any deposited by the contractor and for the purpose aforesaid, the Engineer-in-Charge or the Government shall be entitled to withhold the security deposit,



if any, furnished as the case may be and also have a lien over the same pending finalisation or adjudication of any such claim. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the contractor, the Engineer-in-Charge or the Government shall be entitled to withhold and have a lien to retain to the extent of such claimed amount or amounts referred to above, from any sum or sums found payable or which may at any time thereafter become payable to the contractor under the same contract or any other contract with the Engineer-in-Charge of the Government or any contracting person through the Engineer-in-Charge pending finalization of adjudication of any such claim.

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

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

Provided that the Government shall not be entitled to recover any sum overpaid, nor the contractor shall be entitled to payment of any sum paid short where such payment has been agreed upon between the Superintending Engineer or Executive Engineer on the one hand and the contractor on the other under any term of the contract permitting payment for work after assessment by the Superintending Engineer or the Executive Engineer.

CLAUSE 29A

Lien in respect of claims in other Contracts

Any sum of money due and payable to the contractor (including the security deposit returnable to him) under the contract may be withheld or retained by way of lien by the Engineer-in-Charge or the Government or any other contracting person or persons through Engineer-in-Charge against any claim of the Engineer-in-Charge or Government or such other person or persons in respect of payment of a sum of money arising out of or under any other contract made by the contractor with the Engineer-in-Charge or the Government or with such other person or persons.

It is an agreed term of the contract that the sum of money so withheld or retained under



this clause by the Engineer-in-Charge or the Government will be kept withheld or retained as such by the Engineer-in-Charge or the Government or till his claim arising out of the same contract or any other contract is either mutually settled or determined by the arbitration clause or by the competent court, as the case may be and that the contractor shall have no claim for interest or damages whatsoever on this account or on any other ground in respect of any sum of money withheld or retained under this clause and duly notified as such to the contractor.

Employment of coal mining or controlled area labour not permissible

CLAUSE 30

The contractor shall not employ coal mining or controlled area labour falling under any category whatsoever on or in connection with the work or recruit labour from area within a radius of 32 km (20 miles) of the controlled area. Subject as above the contractor shall employ imported labour only i.e., deposit imported labour or labour imported by contractors from area, from which import is permitted.

Where ceiling price for imported labour has been fixed by State or Regional Labour Committees not more than that ceiling price shall be paid to the labour by the contractor.

The contractor shall immediately remove any labourer who may be pointed out by the Engineer-in-Charge as being a coal mining or controlled area labourer. Failure to do so shall render the contractor liable to pay to Government a sum calculated at the rate of Rs.10/- per day per labourer. The certificate of the Engineer-in-Charge about the number of coal mining or controlled area labourer and the number of days for which they worked shall be final and binding upon all parties to this contract.

It is declared and agreed between the parties that the aforesaid stipulation in this clause is one in which the public are interested within the meaning of the exception in Section 74 of Indian Contract Act, 1872.

Explanation:- Controlled Area means the following areas:

Districts of Dhanbad, Hazaribagh, Jamtara - a Sub-Division under Santhal Pargana Commissionery, Districts of Bankura, Birbhum, Burdwan, District of Bilaspur.

Any other area which may be declared a Controlled Area by or with the approval of the Central Government.

Unfiltered water supply

CLAUSE 31

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

- (i) That the water used by the contractor(s) shall be fit for construction purposes to the satisfaction of the Engineer-in-Charge.
- (ii) The Engineer-in-Charge shall make alternative arrangements for supply of water at the risk and cost of contractor(s) if the arrangements made by the contractor(s) for procurement of water are in the opinion of the Engineer-in-Charge, unsatisfactory.

Departmental water supply, if available

CLAUSE 31 A

Water if available may be supplied to the contractor by the department subject to the following conditions:-



- (i) The water charges @ 1 % shall be recovered on gross amount of the work done.
- (ii) The contractor(s) shall make his/their own arrangement of water connection and laying of pipelines from existing main of source of supply.
- (iii) The Department do not guarantee to maintain uninterrupted supply of water and it will be incumbent on the contractor(s) to make alternative arrangements for water at his/ their own cost in the event of any temporary break down in the Government water main so that the progress of his/their work is not held up for want of water. No claim of damage or refund of water charges will be entertained on account of such break down.

CLAUSE 32

Alternate water arrangements

- (i) Where there is no piped water supply arrangement and the water is taken by the contractor from the wells or hand pump constructed by the Government, no charge shall be recovered from the contractor on that account. The contractor shall, however, draw water at such hours of the day that it does not interfere with the normal use for which the hand pumps and wells are intended. He will also be responsible for all damages and abnormal repairs arising out of his use, the cost of which shall be recoverable from him. The Engineer-in-Charge shall be the final authority to determine the cost recoverable from the contractor on this account and his decision shall be binding on the contractor.
- (ii) The contractor shall be allowed to construct temporary wells in Government land for taking water for construction purposes only after he has got permission of the Engineer-in-Charge in writing. No charges shall be recovered from the contractor on this account, but the contractor shall be required to provide necessary safety arrangements to avoid any accidents or damages to adjacent buildings, roads and service lines. He shall be responsible for any accidents or damages caused due to construction and subsequent maintenance of the wells and shall restore the ground to its original condition after the wells are dismantled on completion of the work.

CLAUSE 33

Return of Surplus materials

Notwithstanding anything contained to the contrary in this contract, where any materials for the execution of the contract are procured with the assistance of Government either by issue from Government stocks or purchase made under orders or permits or licences issued by Government, the contractor shall hold the said materials economically and solely for the purpose of the contract and not dispose of them without the written permission of the Government and return, if required by the Engineer-in-Charge, all surplus or unserviceable materials that may be left with him after the completion of the contract or at its termination for any reason whatsoever on being paid or credited such price as the Engineer-in-Charge shall determine having due regard to the condition of the materials. The price allowed to the contractor however shall not exceed the amount charged to him excluding the element of storage charges. The decision of the Engineer-in-Charge shall be final and conclusive. In the event of breach of the aforesaid condition, the contractor shall in addition to throwing himself open to action for contravention of the terms of the licence or permit and/or for criminal breach of trust, be liable to Government for all moneys, advantages or profits resulting or which in the usual course would have resulted to him by reason of such breach.

CLAUSE 34

Hire of Plant & Machinery

- (i) The contractor shall arrange at his own expense all tools, plant, machinery and equipment (hereinafter referred to as T&P) required for execution of the work except for the Plant & Machinery listed in Schedule 'C' and stipulated for issue to the contractor. If the contractor requires any item of T&P on hire from the T&P available with the Government over and above the T&P stipulated for issue, the Government will, if such item is available, hire it



to the contractor at rates to be agreed upon between him and the Engineer-in-Charge. In such a case, all the conditions hereunder for issue of T&P shall also be applicable to such T&P as is agreed to be issued.

- (ii) Plant and Machinery when supplied on hire charges shown in Schedule 'C' shall be made over and taken back at the departmental equipment yard/shed shown in Schedule 'C' and the contractor shall bear the cost of carriage from the place of issue to the site of work and back. The contractor shall be responsible to return the plant and machinery with condition in which it was handed over to him, and he shall be responsible for all damage caused to the said plant and machinery at the site of work or elsewhere in operation and otherwise during transit including damage to or loss of plant and for all losses due to his failure to return the same soon after the completion of the work for which it was issued. The Divisional Engineer shall be the sole judge to determine the liability of the contractor and its extent in this regard and his decision shall be final and binding on the contractor.
- (iii) The plant and machinery as stipulated above will be issued as and when available and if required by the contractor. The contractor shall arrange his programme of work according to the availability of the plant and machinery and no claim, whatsoever, will be entertained from him for any delay in supply by the Department.
- (iv) The hire charges shall be recovered at the prescribed rates from and inclusive of the date the plant and machinery made over upto and inclusive of the date of the return in good order even though the same may not have been working for any cause except major breakdown due to no fault of the contractor or faulty use requiring more than three working days continuously (excluding intervening holidays and Sundays) for bringing the plant in order. The contractor shall immediately intimate in writing to the Engineer-in-Charge when any plant or machinery gets out of order requiring major repairs as aforesaid. The Engineer-in-Charge shall record the date and time of receipt of such intimation in the log sheet of the plant or machinery. Based on this, if the breakdown before lunch period or major breakdown will be computed considering half a day's breakdown on the day of complaint. If the breakdown occurs in the post lunch period of major breakdown will be computed starting from the next working day. In case of any dispute under this clause, the decision of the Superintending Engineer shall be final and binding on the contractor.
- (v) The hire charges shown above are for each day of 8 hours (inclusive of the one hour lunch break) or part thereof.
- (vi) Hire charges will include service of operating staff as required and also supply of lubricating oil and stores for cleaning purposes. Power fuel of approved type, firewood, kerosene oil etc. for running the plant and machinery and also the full time chowkidar for guarding the plant and machinery against any loss or damage shall be arranged by the contractor who shall be fully responsible for the safeguard and security of plant and machinery. The contractor shall on or before the supply of plant and machinery sign an agreement indemnifying the Department against any loss or damage caused to the plant and machinery either during transit or at site of work.
- (vii) Ordinarily, no plant and machinery shall work for more than 8 hours a day inclusive of one hour lunch break. In case of an urgent work however, the Engineer-in-Charge may, at his discretion, allow the plant and machinery to be worked for more than normal period of 8 hours a day. In that case, the hourly hire charges for overtime to be borne by the contractor shall be 50% more than the normal proportionate hourly charges (1/8th of the daily charges) subject to a minimum of half day's normal charges on any particular day. For working out hire charges for over time, a period of half an hour and above will be charged as one hour and a period of less than half an hour will be ignored.
- (viii) The contractor shall release the plant and machinery every seventh day for periodical



servicing and/or wash out which may take about three to four hours or more. Hire charges for full day shall be recovered from the contractor for the day of servicing/ wash out irrespective of the period employed in servicing.

- (ix) The plant and machinery once issued to the contractor shall not be returned by him on account of lack of arrangements of labour and materials, etc. on his part, the same will be returned only when they are required for major repairs or when in the opinion of the Engineer-in-Charge, the work or a portion of work for which the same was issued is completed.
- (x) Log Book for recording the hours of daily work for each of the plant and machinery supplied to the contractor will be maintained by the Department and will be countersigned by the contractor or his authorized agent daily. In case the contractor contests the correctness of the entries and/or fails to sign the Log Book, the decision of the Engineer-in-Charge shall be final and binding on him. Hire charges will be calculated according to the entries in the Log Book and will be binding on the contractor. Recovery on account of hire charges for road rollers shall be made for the minimum number of days worked out on the assumption that a roller can consolidate per day and maximum quantity of materials or area surfacing as noted against each in the annexed statement (see attached annexure).
- (xi) In the case of concrete mixers, the contractors shall arrange to get the hopper cleaned and the drum washed at the close of the work each day or each occasion.
 - (a) In case, rollers for consolidation are employed by the contractor himself, log book for such rollers shall be maintained in the same manner as is done in case of departmental rollers, maximum quantity of any items to be consolidated for each roller-day shall also be same as in Annexure to Clause 34(x). For less use of rollers, recovery for the less roller days shall be made at the stipulated issue rate.
- (xii) The contractor shall be responsible to return the plant and machinery in the condition in which it was handed over to him and he shall be responsible for all damage caused to the said plant and machinery at the site of work or elsewhere in operation or otherwise or during transit including damage to or loss of parts, and for all losses due to his failure to return the same, soon after the completion of the work, for which it was issued. The Divisional Engineer shall be the sole judge to determine the liability of the contractor and its extent in this regard and his decision shall be final and binding on the contractor.
- (xiii) The contractor will be exempted from levy of any hire charges for the number of days he is called upon in writing by the Engineer-in-Charge to suspend execution of the work, provided Government plant and machinery in question have, in fact, remained idle with the contractor because of the suspension
- (xiv) In the event of the contractor not requiring any item of plant and machinery issued by Government though not stipulated for issue in Schedule 'C' any time after taking delivery at the place of issue, he may return it after two days written notice or at any time without notice if he agrees to pay hire charges for two additional days without, in any way, affecting the right of the Engineer-in-Charge to use the said plant and machinery during the said period of two days as he likes including hiring out to a third party.

CLAUSE 35

Condition relating to use of asphaltic materials

- (i) The contractor undertakes to make arrangement for the supervision of the work by the firm supplying the tar or bitumen used.
- (ii) The contractor shall collect the total quantity of tar or bitumen required for the work as



per standard formula, before the process of painting is started and shall hypothecate it to the Engineer-in-Charge. If any bitumen or tar remains unused on completion of the work on account of lesser use of materials in actual execution for reasons other than authorized changes of specifications and abandonment of portion of work, a corresponding deduction equivalent to the cost of unused materials as determined by the Engineer-in-Charge shall be made and the material return to the contractors. Although the materials are hypothecated to Government, the contractor undertakes the responsibility for their proper watch, safe custody and protection against all risks. The materials shall not be removed from site of work without the consent of the Engineer-in-Charge in writing.

- (iii) The contractor shall be responsible for rectifying defects noticed within a year from the date of completion of the work and the portion of the security deposit relating to asphaltic work shall be refunded after the expiry of this period.

CLAUSE 36

Contractors Superintendence, Supervision, Technical Staff & Employees

Employment of Technical Staff and employees

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

The contractor shall immediately after receiving letter of acceptance of the tender and before commencement of the work, intimate in writing to the Engineer-in-Charge, the name(s), qualifications, experience, age, address(s) and other particulars along with certificates, of the principal technical representative to be in charge of the work and other technical representative(s) who will be supervising the work. Minimum requirement of such technical representative(s) and their qualifications and experience shall not be lower than specified in Schedule 'F'. The Engineer-in-Charge shall within 3 days of receipt of such communication, intimate in writing his approval or otherwise of such a representative(s) to the contractor. Any such approval may at any time be withdrawn and in case of such withdrawal, the contractor shall appoint another such representative(s) according to the provisions of this clause. Decision of the tender accepting authority shall be final and binding on the contractor in this respect. Such a principal technical representative and other technical representative(s) shall be appointed by the contractor soon after receipt of the approval from Engineer-in-Charge and shall be available at site before start of work.

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



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

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

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

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

CLAUSE 37

Levy/Taxes payable by Contractor

- (i) GST, Building and other Construction Workers Welfare Cess or any other tax, levy or Cess in respect of input for or output by this contract shall be payable by the contractor and Government shall not entertain any claim whatsoever in this respect except as provided under Clause 38.
- (ii) The contractor shall deposit royalty and obtain necessary permit for supply of the red bajri, stone, kankar, etc. from local authorities.

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

CLAUSE 38

Conditions for reimbursement of levy/taxes if levied after receipt of tenders

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



Welfare Cess or imposition or repeal of any other tax, levy or cess applicable on output of the works contract shall be adjusted on either side, increase or decrease.

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

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

- (ii) The contractor shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary and shall allow inspection of the same by a duly authorized representative of the Government and/or the Engineer-in-Charge and shall also furnish such other information/document as the Engineer-in-Charge may require from time to time.
- (iii) The contractor shall, within a period of 30 days of the imposition of any such further tax or levy or cess, give a written notice thereof to the Engineer-in-Charge that the same is given pursuant to this condition, together with all necessary information relating thereto.

CLAUSE 39

Termination of Contract on death of contractor

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

CLAUSE 40

If relative working in CPWD then the contractor not allowed to tender

The contractor shall not be permitted to tender for works in the CPWD circle (Division in case of contractors of Horticulture/Nursery categories) responsible for award and execution of contracts in which his near relative is posted as Divisional Accountant or as an officer in any capacity between the grades of the Superintending Engineer and Junior Engineer (both inclusive). He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any Gazetted Officer in the C.P.W.D. or in the Ministry of Urban Development. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of this Department. If however, the contractor is registered in any other department, he shall be debarred from tendering in CPWD for any breach of this condition.

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

CLAUSE 41

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

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



CLAUSE 42

Return of material & recovery for excess material issued.

- (i) After completion of the work and also at any intermediate stage in the event of non-reconciliation of materials issued, consumed and in balance - (see Clause 10), theoretical quantity of materials issued by the Government for use in the work shall be calculated on the basis and method given hereunder:-
 - (a) Quantity of cement & bitumen shall be calculated on the basis of quantity of cement & bitumen required for different items of work as shown in the Schedule of Rates mentioned in Schedule 'F'. In case any item is executed for which standard constants for the consumption of cement or bitumen are not available in the above mentioned schedule/statement or cannot be derived from the same shall be calculated on the basis of standard formula to be laid down by the Engineer-in-Charge.
 - (b) Theoretical quantity of steel reinforcement or structural steel sections shall be taken as the quantity required as per design or as authorized by Engineer-in-Charge, including authorized lappages, chairs etc. plus 3% wastage due to cutting into pieces, such theoretical quantity being determined and compared with the actual issues each diameter wise, section wise and category wise separately.
 - (c) Theoretical quantity of G.I. & C.I. or other pipes, conduits, wires and cables, pig lead and G.I./M.S. sheets shall be taken as quantity actually required and measured plus 5% for wastage due to cutting into pieces (except in the case of G.I./M.S. sheets it shall be 10%), such determination & comparison being made diameter wise & category wise.
 - (d) For any other material as per actual requirements.
- (ii) Over the theoretical quantities of materials so computed a variation shall be allowed as specified in Schedule 'F'. The difference in the net quantities of material actually issued to the contractor and the theoretical quantities including such authorized variation, if not returned by the contractor or if not fully reconciled to the satisfaction of the Engineer-in-Charge within fifteen days of the issue of written notice by the Engineer-in-Charge to this effect, shall be recovered at the rates specified in Schedule 'F', without prejudice to the provision of the relevant conditions regarding return of materials governing the contract. Decision of Engineer-in-Charge in regard to theoretical quantities of materials, which should have been actually used as per the Annexure of the standard schedule of rates and recovery at rates specified in Schedule 'F', shall be final & binding on the contractor.

For non scheduled items, the decision of the Superintending Engineer regarding theoretical quantities of materials which should have been actually used, shall be final and binding on the contractor.
- (iii) The said action under this clause is without prejudice to the right of the Government to take action against the contractor under any other conditions of contract for not doing the work according to the prescribed specifications.

CLAUSE 43

Compensation during warlike situations

The work (whether fully constructed or not) and all materials, machines, tools and plants, scaffolding, temporary buildings and other things connected therewith shall be at the risk of the contractor until the work has been delivered to the Engineer-in-Charge and a certificate from him to that effect obtained. In the event of the work or any materials properly brought to the site for incorporation in the work being damaged or destroyed in consequence of hostilities or warlike operation, the contractor shall when ordered (in writing) by the Engineer-in-Charge to remove any debris from the site, collect and properly stack or remove in store all serviceable



materials salvaged from the damaged work and shall be paid at the contract rates in accordance with the provision of this agreement for the work of clearing the site of debris, stacking or removal of serviceable material and for reconstruction of all works ordered by the Engineer-in-Charge, such payments being in addition to compensation upto the value of the work originally executed before being damaged or destroyed and not paid for. In case of works damaged or destroyed, but not already measured and paid for, the compensation shall be assessed by the Divisional Officer upto Rs.5,000/- and by the Superintending Engineer concerned for a higher amount. The contractor shall be paid for the damages/destruction suffered and for restoring the material at the rate based on analysis of rates tendered for in accordance with the provision of the contract. The certificate of the Engineer-in-Charge regarding the quality and quantity of materials and the purpose for which they were collected shall be final and binding on all parties to this contract.

Provided always that no compensation shall be payable for any loss in consequence of hostilities or warlike operations (a) unless the contractor had taken all such precautions against air raid as are deemed necessary by the A.R.P. Officers or the Engineer-in-Charge (b) for any material etc. not on the site of the work or for any tools, plant, machinery, scaffolding, temporary building and other things not intended for the work.

In the event of the contractor having to carry out reconstruction as aforesaid, he shall be allowed such extension of time for its completion as is considered reasonable by the Divisional Officer.

CLAUSE 44

Apprentices Act provisions to be complied with

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

CLAUSE 45

Release of Security deposit after labour clearance

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

NOTE:

In case of difference or ambiguity in Hindi and English version, the English version will prevail.

FORM 'A' FINANCIAL INFORMATION

- I. Financial Analysis – Details to be furnished duly supported by figures in balance sheet/ profit & loss account for the last five years duly certified by the Chartered Accountant, as submitted by the applicant to the Income Tax Department (Copies to be attached).

- II. Years:

Sr .no	Financial years	Gross Annual turnover on construction works	Profit / Loss	remark
1	2015-16			
2	2016-17			
3	2017-18			

- III. Financial arrangements for carrying out the proposed work. (furnish details/ proposal)

- IV. Solvency Certificate from Bankers of the bidder in the prescribed Form “B”. Signature of Chartered Accountant with Seal Signature of Bidder(s)

Signature of Bidder(s)

FORM "B"

FORM OF BANKERS' CERTIFICATE FROM A SCHEDULED BANK

This is to certify that to the best of our knowledge and information that M/s./ Sh.....having marginally noted address, a customer of our bank are/is respectable and can be treated as good for any engagement upto a limit of Rs.....
(Rupees.....) This certificate is issued without any guarantee or responsibility on the bank or any of the officers.

(Signature) For the Bank

NOTE (1) Bankers certificates should be on letter head of the Bank, sealed in cover addressed to tendering authority.

(2) In case of partnership firm, certificate should include names of all partners as recorded with the Bank.

FORM 'C'

DETAILS OF ALL WORKS OF SIMILAR CLASS COMPLETED DURING THE LAST FIVE YEARS ENDING LAST DAY OF THE MONTH 31st march 2018

Sr .N o.	Name of work /project and location	Owner or sponsoring organization	Cost of work in lakhs Rs.	Date of commence ment as per contract	Stipulate date of completion	Actual date of completion	Litigation/ar bitration cases pending/ in progress with details	Name and address / tel. no. of officer to whom reference may be made	remark
1	2	3	4	5	6	7	8	9	10
1									
2									
3									
4									
5									

Signature of Bidder(s)

FORM 'D'

PROJECT UNDER EXECUTION OR AWARDED

Sr .N o.	Name of work /project and location	Owner or sponsoring organization	Cost of work in lakhs Rs.	Date of commencement as per contract	Stipulate date of completion	Upto date percentage progress of work	Slow progress if any and reason thereof	Name and address / tel. no. of officer to whom reference may be made	remark
1	2	3	4	5	6	7	8	9	10
1									
2									
3									
4									
5									

Signature of Bidder(s)

FORM 'E'
PERFORMANCE REPORT OF WORKS

Name of work/project & location:.....

2. Agreement no.:.....

3. Estimated cost:

4. Tendered cost:.....

5. Date of start:

6. Date of completion :

(i) Stipulated date of completion :

(ii) Actual date of completion:

7. Amount of compensation levied for delayed completion, if any :

8. Amount of reduced rate items, if any :

9. Performance Report:

(1) Quality of work Very: Good/Good/Fair/Poor

(2) Financial soundness: Very Good/Good/Fair/Poor

(3) Technical Proficiency: Very Good/Good/Fair/Poor

(4) Resourcefulness: Very Good/Good/Fair/Poor

(5) General Behavior: Very Good/Good/Fair/Poor Dated:

Executive Engineer or Equivalent

FORM "F"

STRUCTURE & ORGANISATION

1. Name & address of the bidder:

2. Telephone no./Telex no./Fax no.

3. Legal status of the bidder (attach copies of original document defining the legal status)

(a) An Individual:

(b) A proprietary firm:

(c) A firm in partnership:

(d) A limited company or Corporation:

4. Particulars of registration with various Government Bodies (attach attested photocopy)

Organization /Place of registration

Registration No.

1.

2.

3.

5. Names and titles of Directors & Officers with designation to be concerned with this work.

6. Designation of individuals authorized to act for the organization

7. Was the bidder ever required to suspend construction for a period of more than six months continuously after he commenced the construction? If so, give the name of the project and reasons of suspension of work. :

8. Has the bidder, or any constituent partner in case of partnership firm, ever abandoned the awarded work before its completion? If so, give name of the project and reasons for abandonment.

9. Has the bidder, or any constituent partner in case of partnership firm, ever been debarred/black listed for tendering in any organization at any time? If so, give details

10. Has the bidder, or any constituent partner in case of partnership firm, ever been convicted by the court of law? If so, give details.

11. In which field of Civil Engineering construction the bidder has specialization and interest?

12. Any other information considered necessary but not included above. Signature of Bidder(s)

Signature of Bidder(s)

FORM 'G'

DETAILS OF TECHNICAL & ADMINISTRATIVE PERSONNEL TO BE EMPLOYED FOR THE WORK

Sr .N o.	Designation	Total Number	Number available for this work	name	qualification s	Professional experience and details of works carried out	How these will be involved in this work	remark
1	2	3	4	5	6	7	8	9

Signature of Bidder(s)

FORM 'H'

DETAILS OF CONSTRUCTION PLANT AND EQUIPMENT LIKELY TO BE USED IN CARRYING OUT THE WORK

[illegible]

	9. Cube testing machines 10. M.S. Pipes 11. Steel shuttering 12. Steel scaffolding 13. Grinding/polishing machines									
4	Equipment for transportation 1. Tippers 2. Trucks									

Signature of Bidder(s)

INFORMATION REGARDING ELIGIBILITY LETTER OF TRANSMITTAL

From:

To The Admin Coordinator, IIG, New Panvel.

Subject: Submission of bids for the work of

Sir, having examined the details given in press notice and bid document for the above work, I/we hereby submit the relevant information.

1. I/we hereby certify that all the statement made and information supplied in the enclosed forms A to H and accompanying statement are true and correct.
2. I/we have furnished all information and details necessary for eligibility and have no further pertinent information to supply.
3. I/we submit the requisite certified solvency certificate and authorize the Executive Engineerto approach the Bank issuing the solvency certificate to confirm the correctness thereof. I/we also authorize Executive Engineer to approach individuals, employers, firms and corporation to verify our competence and general reputation.
4. I/we submit the following certificates in support of our suitability, technical knowledge and capability for having successfully completed the following works:

Name of work

Certificate from

Enclosures: Seal of bidder

Date of submission:

Signature(s) of Bidder(s).