

**Sports Authority of India
Netaji Subhas Southern Centre, Bangalore.**

(An Autonomous Body under the Ministry of Youth Affairs & Sports)

Tender No. SAI/NSSC/ENGG/NIT-1/2022-23

E – Tender Document

For

Repairing & Maintenance of Clay /Outdoor Courts (Kho – Kho, Kabaddi, Tennis, Volleyball) at SAI, NSSC, Bangalore

Last Date of Submission: - 22.06.2022

ISSUED BY

**SPORTS AUTHORITY OF INDIA
NETAJI SUBHAS SOUTHERN CENTRE
MYSORE ROAD, BANGALORE – 560056**

Phone – +91 9045046669

Email – sainsscblore@gmail.com



(June, 2022)

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NOTICE INVITING e - TENDER

The Sports Authority of India, NSSC, Bangalore invites Percentage Rate Tenders from eligible contractors, firms for Repairing & Maintenance of Clay /Outdoor Courts (Kho – Kho, Kabaddi, Tennis, Volleyball) at SAI, NSSC, Bangalore.

Tender No.	Name of Work & Location	Estimated Cost (Rs.)	Completion Period	Date of Issue of Tender Document from	Last Date of Submission	Bid Security/ EMD (Rs.)
SAI/NSSC/EN GG/NIT-1/2022-23	Repairing & Maintenance of Clay /Outdoor Courts (Kho – Kho, Kabaddi, Tennis, Volleyball) at SAI, NSSC, Bangalore	21,90,412/-	75 Days	15.06.2022 to 22.06.2022	22.06.2022	Rs. 43,808/-

Interested applicant Contractors/ Firms/ Individuals satisfying the Pre – Qualification Criteria as mentioned in Technical Bid should apply in the formats available at SAI Website: - www.sportsauthorityofindia.nic.in, www.saisouthbengaluru.org, & CPP Portal of Govt. of India up to 1600 hrs on 22.06.2022.

Bidders may download the document from www.sportsauthorityofindia.nic.in, www.saisouthbengaluru.org, & CPP Portal of Govt. of India. Bidders shall ensure to upload their proposals on CPP Portal complete in all respect on or before the closing date and time as indicated in the critical data sheet given below.

Bidders shall not tamper/ modify the document in any manner. In case the same is found to be tampered in any manner, tender shall be rejected completely.

CRITICAL DATA SHEET

E – Tender Document Number	SAI/NSSC/ENGG/NIT-1/2022-23
Estimated Cost of Work (Rs.)	Rs. 21,90,412/- (Rupees Twenty One Lakh Ninety Thousand Four Hundred Twelve only)
Completion Time	75 Days
Earnest Money Deposit (EMD)	Rs. 43,808/- (Rupees Forty Three Thousand Eight Hundred Eight only)
Publish Date	15.06.2022
NIT Download	15.06.2022
Submission Start Date	15.06.2022
Bid Submission at	https://eprocure.gov.in/eprocure/app
Proposal/ Bid Submission End Date & Time	22.06.2022 up to 1600 hrs
Technical Bid Opening date and Time	23.06.2022 at 1700 hrs
Address for Submission of Hard Copy of EMD & Venue for opening of Bids	O/o The Regional Director I/C, SAI, NSSC, Bangalore.
Contact Detail	Phone No. +91 9045046669 Email Id – sainsscbllore@gmail.com
Performance Guarantee	The amount of Performance Guarantee shall be 3% of the accepted value of tender payable in the form of Bank Guarantee from Scheduled Bank in favour of the Regional Director I/C, SAI, NSSC, Bangalore.
Date of Commencement	Within 7 th Calender Day from the date of issue of Work Order
Time of Completion of Work	As per Time Schedule given in tender document i.e. 75 days
Total Security Deposit/ Retention Money	2.5% of Contract Value
Defect Liability Period	1 Year (Twelve Months) from the date of handing over of work.
Period of Final Measurement	1 Month
Liquidity Damages	@ 0.5% of the Contract Value per week subject to a maximum of 5% of the accepted Contract Value
Value of Work for Interim Payment	Minimum Value of Work done should be for Rs. 9 Lakh for each Running Account Bill.
Recovery of Taxes	As per Rules applicable from time to time
Rates	Rates shall be fixed during the Contract & Extension Period and no price variation/escalation shall be entertained.

Place: Bangalore

Regional Director I/C
Sports Authority of India
Netaji Subhas Southern Centre
Bangalore

INSTRUCTIONS TO TENDERERS

PRE QUALIFICATION CRITERIA

TECHNICAL CRITERIA

The bidder should have successfully completed works during the last 7 years ending previous day of last date of submission of tenders:

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

OR

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

OR

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

The Term similar work means Roadwork.

FINANCIAL CRITERIA

Average Annual Financial turnover on construction works should be at least 50% of the estimated cost put to tender during the immediate last three consecutive financial years.

The bidder should not have incurred any loss (profit after tax should be positive) in more than two years during available last five consecutive balance sheet, duly audited and certified by Chartered Accountant.

Solvency of the amount equal to 40% of the estimated cost put to tender.

MODE OF SUBMISSION OF TENDER

Sealed Item rates Tender under Two Bid Systems containing two Sealed covers of technical bid and financial/price bid should be submitted online. Conditional tender shall not be accepted.

OPENING OF FINANCIAL BIDS/PRICE BIDS

1. Exact date and time shall be communicated through official E- mail address given in the bid document to the qualified bidders.
2. Conditional bids would be summarily rejected.
3. In case no bid or single bid is received, or any other reason whatsoever, SAI may at its sole discretion to cancel the whole tendering process or extend the last date and time of submission of the bid.
4. Any separately submitted discount letter on the financial price shall not be considered by SAI and shall be a ground for disqualification. Evaluation of financial bid shall be considered only on the quoted price in the financial bid submitted by the bidders.

INSTRUCTIONS FOR ONLINE BID SUBMISSION:

This tender document has been published on the Central Public Procurement Portal (URL: <http://eprocure.gov.in>). The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal. More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

REGISTRATION

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “Click **here to Enroll**” on the CPP Portal is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organization name, location, date, value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS / email in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF formats. Bid documents may be scanned with 100 dpi with black and white option.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

Note: SAI in no way shall be responsible if the bidder fails to apply due to non-possession of Digital Signature & non registration.

General information for the Vendors / Agencies for their prequalification to carry out the above mentioned works on turnkey basis

1. The contractor should quote in the Rate and Amount column of the given price bid document only. However, if a discrepancy is found, the rate which correspond with the amount worked out by the contractor shall unless otherwise proved, be taken as correct. If the amount of an item is not worked out by the contractor or it does not correspond with the rate written either in figure or in words then the rate quoted by the contractor in words shall be taken as correct. Where the rates quoted by the contractor in figures and in words tally but the amount is not worked out correctly, the rate quoted by the contractor will be taken as correct and not the amount.
2. Contractor must ensure to quote rate of each item. If no rate is quoted by the bidder, rate of such item shall **be treated as “0” (ZERO)**.
3. Eligible firm coating the lowest price will be selected.
4. Intending contractors / vendors are requested to read carefully before filling the particulars in the Performa.
5. Information / details furnished by selected party, if found to be false / incomplete at any time in future or any information effecting prequalification is willingly / unwillingly withheld, if come to the notice of the SAI at any point of time, the company’s prequalification will be cancelled immediately.
6. Where copies are required to be furnished, these should be self-certified copies.
7. The cutoff date for calculation of past period for completion of projects shall be last date of submission of bid.
8. All pages of the tender document i.e. Pre-qualification criteria, Technical bid, Price Bid should be signed and stamped by bidder.

9. Contractor shall appoint a Full time Graduate Engineer having minimum 2 Years Experience or a Diploma Engineer having minimum 5 Years Experience for monitoring the day to day progress of work of site at their own cost.
10. Contact +91 9045046669 for site visit / any query regarding tender.

TECHNICAL BID FORM

- 1 Name of the firm :
- Address :
- Telephone No. :
- Office :
- Residence :
- Mobile No :
- Fax No. :
- E-Mail :
- 2 a) Whether Proprietorship/Partnership/Pvt. Ltd./
Public Ltd. Co. :
- b) Names of the Proprietor, Partners, Directors :
- i) :
- ii) :
- iii) :
- c) Year of Establishment :
- 3 Registration with Registrar of Companies (No. &
Date) (For Corporation only) :
- 4 Registration with Tax Authorities
- i) Income-Tax (PAN) No. :
- ii) GST No. :
- (Furnish copies of Income-Tax, GST certificate)
- 5 Names of the Bankers with address :
- 6 Give details if at present involved in Litigation in similar type of contracts.

Sr. No.	Name of Project	Name of Employer	Nature of work	Work order dated	Date of completion of work	Value in Rs.

- 7 Details of civil suit, if any that arose during
Execution of contract in the past 10 years :

8 Specify maximum value of single value project

Executed during the last Five years :

9 Name and relation, if any, with the staff member

Of Sports Authority of India :

10 Details of work executed during the last 7 years ending Previous Day of Last Day of Submission of Tenders
(Please mention the qualifying works as per criteria)

Type of work	Work executed for (name of the Institution / Body)	Nature of work (in brief)	Location	Value Rs.	Duration of work with dates of Completion		If work left incomplete or terminated (give reasons)
					Commence – ment	Completion	

Note: Copies of work orders along with satisfactory completion certificate mentioning value of completed work of Govt., Semi-Govt. Bodies, duly signed & seal of the client should be enclosed.

11 Details of work in hand (Photo copies of performance certificate, work orders issued by clients, **Preferably Govt., Semi-Govt. Bodies should be attached**).

Type of work	Work executed for (name of the Institution / Body)	Nature of work (in brief)	Location	Value Rs.	Duration of work, stipulated time	Present stage of work

13 Annual Turnover in last 3 years:

Sr. No.	Year	Turnover (Rs. in Lakh)	Income-tax paid

Note: Furnish copies of audited balance sheet and Profit & Loss A/C. for the last 3 years 2019-20, 2020-21, 2021-22.

14 Details of the work confirming to eligibility as per criteria details must be furnished in the column along with enclosing Xerox copies of documents / credentials to prove the claim failing which application will be rejected out rightly.

Name of the Client	Details of the work	Work Order No.	Satisfactory completion certificate	Value of work

15. LIST OF ENCLOSURES:

ANNEXURE NO.	PARTICULARS	TICK IF ENCLOSED
I	Certificate of registration of Company / partnership deed.	
II	Certificates of registration with GST, EPF, and ESI.	
III	Audited Balance Sheet & Profit & Loss A/c. Statement for last Three years, Bank Solvency certificate from Scheduled Bank.	
V	Copies of work orders, satisfactory completion certificate mentioning value of work issued by Govt., Semi-Govt. Bodies.	
VI	Copies of performance certificate, work orders issued by Govt., Semi-Govt. Bodies.	
VII	Copies of Income-Tax Returns / Assessment Orders for previous 05 years.	
VIII	List of Technical Staffs with Qualifications & Experience.	

Note: - In absence of any of the above enclosures, the application is liable to be rejected.

DECLARATION

- I / We have read the instructions appended to the Performa and I / We understand that if any false information is detected even at a later date, any future contract made between ourselves and SAI, on the basis of the information given by me / us can be treated as invalid by the SAI and I / We will be solely responsible for the consequences.
- I / We agree that the decision of SAI in selection of contractors will be final and binding on me / us.
- All the information furnished by me/ us hereunder is correct to the best of my knowledge and belief.
- I / We agree that I / we have no objection if enquiries are made about the work listed by me / us in the accompanying sheets.
- I / We agree that I / We have not applied in the name of sister concern for the subject tendering process.

Place :

SIGNATURE

Date :

NAME & DESIGNATION

SEAL OF ORGANISATION

TENDER ACCEPTANCE LETTER

(To be given on Company Letter Head)

To,

**The Regional Director I/C
Sports authority of India,
Netaji Subhas Southern Centre,
Mysore Road, Bangalore - 560056**

Sub:- Acceptance of Terms & Conditions of Tender.

Tender No. SAI/NSSC/ENGG/NIT-1/2022-23

Name of Work - Repairing & Maintenance of Clay /Outdoor Courts (Kho – Kho, Kabaddi, Tennis, Volleyball) at SAI, NSSC, Bangalore

Dear Sir/ Madam,

1. I / We have downloaded / obtained the tender document(s) for the above mentioned 'Tender / Work' from the website(s) namely: <https://eprocure.gov.in/eprocure/app> as per your advertisement, given in the above mentioned website(s).
2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your department / organization too has also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.
5. In case any provisions of this tender are found violated, then your department / organisation shall without prejudice to any other right or remedy be at liberty to reject this tender / bid including the forfeiture of the full said earnest money deposit absolutely.
6. I / We agree to abide by this tender for a period of 75 days from the date of opening of the financial bid. I / we also agree to pay the ISD as specified in the Tender.
7. Sports Authority of India shall also be at liberty to cancel the Work Order of tender if I / We fail to execute an agreement or to start the work as stipulated in the tender documents or fail to deposit the amount of initial security deposit as specified in the memorandum.
8. I / We agree that the Sports Authority of India reserves the right to accept the tender in whole or in part or split the works under separate contracts or accept or reject any or all the tenders without assigning any reason whatsoever thereof.
9. I / We are aware that the quantities mentioned in the tenders are indicative and the same can be increased or decreased depending on the requirement of the Institute and as per the site conditions. I / we will not seek compensation for the same and execute the additional quantities at the tender rates.

Yours Faithfully,
(Signature of the Bidder, with Official Seal)

ARTICLES OF AGREEMENT

(On stamp paper of Rs.100/-)

ARTICLE OF AGREEMENT made thisday of Two Thousand Twenty One BETWEEN the Sports Authority of India, an Autonomous Body under Ministry of Youth Affairs and Sports having its Regional Office at Netaji Subhas Southern Centre, Mysore Road, Bangalore - 560056 hereinafter called “Employer” (which expression shall include its successors and assigns wherever the context or meaning shall so require or permit, of the one part and (hereinafter called the “Contractor”) (which expression shall include its successors and assigns wherever the context or meaning shall so require or permit) of the other part.

WHEREAS the Employer is desirous of carrying out Repairing & Maintenance of Clay /Outdoor Courts (Kho – Kho, Kabaddi, Tennis, Volleyball) at SAI, NSSC, Mysore Road, Bangalore - 560056 which have been signed on behalf of the parties hereto.

AND WHEREAS the Contractor has agreed to execute the aforesaid work on the terms and conditions as stated in tender documents, general and special conditions of contract and has also agreed to submit to the Employer the performance guarantee required to be paid on the date of signing of the agreement, in accordance with the Tender (part & parcel of the present agreement, as attached herewith).

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. In consideration of the said Contract Value to be paid at the times and in the manner set forth in the said terms & conditions; the contractor shall upon and subject to the said terms & conditions execute and complete the works described in the specifications and/or bill of quantities.
2. The Employer shall pay the contractor The Said Contract Value or such other sum as shall become payable at times and in the manner specified in the said terms & conditions.
3. The said terms & conditions and Appendices thereto shall be read and construed as forming part of this Agreement and the parties hereto shall respectively abide by submit themselves to the said terms & conditions and perform the agreements on their part respectively in the said terms & conditions contained.
4. The contract shall afford every reasonable facility for the carrying out of all works relating to the work in the manner laid down in the said conditions, and shall make good any damages done to walls, floors, etc. after the completion of such works.
6. The Employer reserves to itself the right of altering the Drawings and nature of the work by adding to or omitting any items of work or having portions of the same carried out without prejudice to this Contract.
8. All payments by the Employer under this contract will be made only by NEFT/RTGS/ Net banking.
9. All disputes arising out of or in any connected with this agreement shall be deemed to have arisen at Bangalore and only court in Bangalore shall have jurisdiction to determine the same.
10. That the several parts of this Contract have been read by the Contractor and fully understood by the Contractor. The Contractor shall not be entitled for the payment for the quantities beyond the tendered quantities unless ordered for by specific written instructions from the Architect / Engineer.

IN WITNESS WHEREOF THE Employer through its authorized officials and the Contractor have set their respective hands to these presents and two duplicates hereof the day and year first hereinabove written. (If the contractor is a partnership or an individual).

IN WITNESS WHEREOF the Employer has set its hand to these presents through its duly authorized official and the Contractor has caused its common seal of to be affixed hereunto and the said two duplicates/has caused these presents and the said two duplicates hereof to be executed on its behalf, the day and year first hereinabove written (If the Contractor is a company).

Signature Clause

SIGNED AND DELIVERED by the Sports Authority of India by the hand of

Shri _____

(Name and Designation)

In the presence of

(1) _____

Address _____

(2) _____

Address _____

Witness

SIGNED AND DELIVERED BY

in the presence of

(1) _____

Address _____

(2) _____

Address _____

Witness

THE COMMON SEAL OF _____

Was hereunto affixed pursuant to the

resolutions passed by its Board of

Directors at the meeting held on

_____ in the presence of

(1) _____

(2) _____

Directors who have signed these presence in token thereof in the presence of

(1) _____

(2) _____

SIGNED AND DELIVERED by

the contractor by the hand of

Shri

And duly constituted attorney

If the party is a partnership firm should be signed by all or an authorized person on behalf of all partners.

If the contractor signs under its common seal the signature clause should tally with the sealing clause in the Articles of Association.

If the Contractor is signing by the hand of power of attorney whether a company or individual.

GENERAL CONDITIONS OF CONTRACT

CONDITIONS OF CONTRACT

Definations

1. The **Contract** means the documents forming the tender and acceptance thereof and the formal agreement executed between the Competent Authority as indicated in “Schedule F” and the Contractor, together with the documents referred to therein including these conditions, the specifications, designs, drawings and instructions issued from time to time by the Engineer – In – Charge and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.
2. In the contract the following expressions shall, unless the context otherwise requires, have the meanings, thereby respectively assigned to them: -
 - i. The **work(s)** shall, unless there be something either in the subject or context repugnant to such **construction**, be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional.
 - ii. The **site** shall mean the land/ or place on, into or through which work is to be executed under the contract or any adjacent land, path or street through which work is to be executed under the contract or any adjacent land, path or street which may be located or used for the purpose of carrying out the contract.
 - iii. The **Accepting Authority** shall mean the authority mentioned in Schedule ‘F’.
 - iv. The **Contractor** shall mean the individual, firm or company, whether incorporated or not, undertaking the works and shall include the legal personal representative of such individual or the persons composing such firm or company, or the successors of such firm or company and the permitted assignees of such individual, firm or company.
 - v. The **Department** means **Sports Authority of India (An Autonomous body under Ministry of Sports & Youth Affairs), Netaji Subhas Southern Centre, Mysore Road, Bangalore - 560056** which invites tenders and shall include their legal representatives, nominee, employees.
 - vi. The **Engineer-in-charge (EIC)** means the Engineer / Officer as mentioned in Schedule ‘F’ hereunder, authorized by the Department i.e. SAI, NSSC, Bangalore, who shall supervise and be in charge of the work.
 - vii. The SAI means **Sports Authority of India (An Autonomous Body under Ministry of Sports & Youth Affairs), Netaji Subhas Southern Centre, Mysore Road, Bangalore – 560056.**
 - viii. The **Client** shall mean **Sports Authority of India (An Autonomous Body under Ministry of Sports & Youth Affairs), Netaji Subhas Southern Centre, Mysore Road, Bangalore – 560056.**
 - ix. The **Government or Government of India** shall mean Government of India shall include Sports Authority of India, Netaji Subhas Southern Centre, Bangalore.
 - x. The **Expected risk** are risks due to riots(other than those on account of the contractor’s employees), war (whether declared or not) invasion, act of foreign enemies, hostilities, civil war, rebellion revolution, insurrection, military or usurped power, any act of Government, damage from aircraft, acts of God, such as earthquake, lighting and unprecedented floods, and other causes over which the contractor has no control and accepted as such by the Accepting Authority or causes solely due to use or occupation by Government of the part of the works in respect of which a certificate of completion has been issued or a cause solely due to Government’s faulty design of work.
 - xi. **Market rate** shall be the rate as decided by Engineer-in-charge on the basis of the cost of materials and labour at the site where the work is to be executed plus the percentage mentioned in Schedule ‘F’ to cover, all overheads and profits.
 - xii. **Specifications** means the specification mentioned in Schedule ‘F’, and, included and / or referred to in the Tender document and any modification thereof or addition thereto as may from time to time be issued to the Contractor.

- xiii. **District Specifications** means the specifications followed by the State Government in the area where the work is to be executed.
- xiv. **Schedule(s)** referred to in these conditions shall mean the relevant schedule(s) annexed to the tender papers or the standard Schedule of Rates of the Government mentioned in Schedule ‘F’ hereunder, with the amendments thereto issued up to the date of receipt of the tender.
- xv. **Tendered Value** means the value of the entire work as stipulated in the letter of award.
- xvi. **Bill of Quantities or Schedule of items** means the schedule and quantities of items, materials and rates, summaries etc. priced and completed and as finally accepted.
- xvii. **Month** means calendar month without regard to the number of days worked or not worked in that month.
- xviii. **Week** means seven calendar days without regard to the number of hours worked or not worked in any day in that week.
- xix. **Day** means a calendar day of 24 hours (beginning and ending at 00 hrs. and 24 hrs. Respectively) irrespective of number of hours worked or not worked in that day.
- xx. **Act of Insolvency** shall mean any Act of Insolvency as defined by the Presidency Towns Insolvency Act or Provincial Insolvency Act or any Act amending such original.
- xxi. **Approved** means approved in writing, including subsequent written information of previous verbal approval and “approval” means approval in writing, including as aforesaid.
- xxii. **As directed** means the direction given by the Engineer In-Charge/Client.
- xxiii. **Constructional Plant** means all appliances or things of whatsoever nature required in or about the execution or maintenance of the Works but does not include materials or other things intended to form or forming part of the Works.
- xxiv. **Material** means the materials, apparatus, equipment, fittings, fixtures and all such other materials, which are incorporated in the work.
- xxv. **Drawings** means the drawings prepared and issued by the Engineer – In - Charge and referred to in the tender and specifications and any modification of such drawings and such other drawings, calculations and technical information of a like nature as may, from time to time, be issued by the Engineer – In - Charge.
- xxvi. **I.S.** means latest revision of particular ‘Indian Standards specification issued by Bureau of Indian Standards.
- xxvii. **Notice in writing or written notice** shall mean notice in written, typed or printed characters, sent (unless delivered personally or otherwise proved to have been received) by registered post to the site office/ last known private or business address or registered office of the addressee and shall be deemed to have been received when in the ordinary course of post it would have been delivered.
- xxviii. **Permanent Works** means the permanent works to be executed (including Plant) in accordance with the Contract.
- xxix. **Temporary Works** means all temporary works of every kind required in or about the execution and completion or maintenance of the Works and the remedying of any defects therein.
- xxx. **Urgent Works** means any urgent works which in the opinion of the Client and/or Consultant becomes necessary at the time of execution and/or during the progress of work to obviate any risk of accident or failure or to obviate any risk of damage to the structure of services or required to accelerate the progress of the work for which becomes necessary for safety and security or for any other reason the Client and or Consultant may find it necessary.
- xxxi. **Net Prices** If in arriving at the contract amount or contract sum, the Contractor shall have added or deducted from the total amount of the items in the Tender any sum, either as a percentage or otherwise, then the net price of any item in the tender shall be the sum arrived at by adding to or deducting from the actual figure appearing in the Tender as the price of that item and similar percentage or proportionate sum provided always that in determining the percentage or proportion of the sum so added or deducted by the Contractor, the total amount of any Prime cost items and provisional sums of money shall be deducted from the total amount of the tender. The expression “net rates” or “net prices” when used with reference to the contract or accounts shall be held to mean rates or prices so arrived at.

Scope & Performance

3. Where the context so requires, words imparting the singular only also include the plural or vice versa. Any reference to masculine gender shall whenever required include feminine gender and vice versa.
4. Heading and Marginal notes to these General Conditions of Contract shall not be deemed to form part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.
5. The contractor shall be furnished, free of cost one certified copy of the contract documents except standard specifications, Schedule of rates and such other printed and published documents, together with all drawings as may be forming part of the tender papers. None of these documents shall be used for any purpose other than that of this contract.

Languages & Law

6. The ruling language in which the Contract and related aspects shall be drawn up shall be English only. Law means- law as applicable to site of work.

Works to be Carried out

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

Sufficiency of Tender

8. The contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and price quoted in the Schedule of Quantities, which rates and price shall, except as otherwise provided, cover all his obligations under the contract and all matters and things necessary for the proper completion and maintenance of the works.

Discrepancies and Adjustment of errors

9. The several documents forming the contract are to be taken as mutually explanatory of one another, detailed drawings being followed in preference to small scale drawings and figured dimensions in preference to scale and specific conditions in preference to general conditions.
- 9.1 In the case of discrepancy between the Schedule of Quantities, the Specifications and /or the Drawings, the following order of preference shall be observed.
 - a. Description of Schedule of Quantities
 - b. Particular specification and Specific Condition, if any.
 - c. Drawings
 - d. CPWD Specifications
 - e. Indian Standard Specifications of B.I.S.
 - f. For items not covered by any of the above, the work shall be done, as per sound engineering practices and as directed by the Engineer-in-charge.
- 9.2 If there are varying or conflicting provisions made in any one document forming Part of the contract, Accepting Authority shall be deciding authority with regard to the intention of the document and his decision shall be final and binding on the Contractor.
- 9.3 Any error in description, quantity or rate in schedule of quantities or any omission there from shall not vitiate the contract or release the contractor from the execution of the whole or any part of the works comprised therein according to drawings and specifications or from any of his obligation under the contract.

Errors, Omissions and Discrepancies

- 10.1 Any error in description, quantity or rate in schedule of quantities or any omission there from shall not vitiate the contract or release the contractor from the execution of the whole or any part of the works comprised therein according to drawings and specifications or from any of his obligation under the contract.
- i. Between scaled and written dimension (or description) on drawing, written dimension shall be adopted.
 - ii. Between the written or shown description or dimensions in the drawings and the corresponding one in the specification, the former shall be taken as correct.
 - iii. Between the written description of the item in the specifications and descriptions in the Bill of Quantities of the same item, the latter shall be adopted.
- 10.2 Between the duplicate/subsequent copies of the tender and original tender, the original tender shall be taken as correct.
- 10.3 All documents forming the Contract are to be taken as mutually explanatory of one another, but in case of ambiguity or discrepancies in conditions or specifications the same shall be explained and adjusted by Engineer-in-charge. In case the Contractor does not agree with the explanation given by the Engineer-in-charge, then the matter, on his written notice, will be referred to the Client and his decision shall be final and binding to the contractor.
- 10.4 In all cases of omissions and /or doubts or discrepancies in any of the items or specifications, a reference shall be made to the Engineer-in-Charge. Elucidation, elaboration or decision of the Engineer-in-charge shall be considered as authentic. The Contractor shall be held responsible for any error that may occur in the work through lack of such reference and precaution.
- 10.5 Any dispute arising due to typing mistakes/ omissions in the document shall be mutually discussed between Contractor and Engineer-in-charge and the decision of the Engineer-in-charge will be final and binding on the contractor in the matter.

Signing of Contract

11. The successful tenderer/contractor, on acceptance of his tender by the Accepting Authority, shall, within 7 days from the date of issue of LOA for the work, sign the contract consisting of documents as specified.
12. No payment for the work done will be made unless contract is signed by the contractor.

CLAUSES OF CONTRACT

Performance Guarantee

Clause 1

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

All compensations or the other sums of money payable by the contractor under the terms of this contract may be deducted from, or paid by the sale of a sufficient part of his security deposit or from the interest arising there from, or from any sums which may be due to or may become due to the contractor by Government on any account whatsoever and in the event of his Security Deposit being reduced by reason of any such deductions or sale as aforesaid, the contractor shall within 10 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 compensation the amount calculated at the rates stipulated below as the authority specified in schedule 'F' may decide on the amount of accepted 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.

- (i) Compensation for delay of work With maximum rate @ 1% (one percent) per month of delay to be computed on per day basis based on quantum of damage suffered due to stated delay on the part of Contractor.

Provided always that the total amount of compensation for delay to be paid under this condition shall not exceed 10 % (ten percent) of the accepted Tendered Value of work or of the accepted 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.

Clause 3

When Contract can be Determined

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

- (i) If the contractor having been given by the Engineer-in-Charge a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in an inefficient or otherwise improper or un-workman like manner shall omit to comply with the requirement of such notice for a period of seven days thereafter.
- (ii) If the contractor has, without reasonable cause, suspended the progress of the work or has failed to proceed with the work with due diligence and continues to do so after a notice in writing of seven days from the Engineer-in-Charge.
- (iii) If the contractor fails to complete the work or section of work with individual date of completion on or before the stipulated or justified extended date, on or before such date of completion; and the Engineer in Charge without any prejudice to any other

right or remedy under any other provision in the contract has given further reasonable time in a notice given in writing in that behalf as either mutually agreed or in absence of such mutual agreement by his own assessment making such time essence of contract and in the opinion of Engineer-in-Charge the contractor will be unable to complete the same or does not complete the same within the period specified.

- (iv) If the contractor persistently neglects to carry out his obligations under the contract and/ or commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Engineer-in-Charge.
- (v) If the contractor shall offer or give or agree to give to any person in Government service or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract for Government.
- (vi) If the contractor shall enter into a contract with Government in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and the terms of payment thereof have been previously disclosed in writing to the Engineer-in-Charge.
- (vii) If the contractor had secured the contract with Government as a result of wrong 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, Security Deposit already recovered, Security deposit payable 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 including any new items needed to complete the 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 3 A

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

- | | | | |
|-------|--|---|----------|
| (i) | If the Tendered value of work is up to Rs. 1 Crore | : | 15 days. |
| (ii) | If the Tendered value of work is more than Rs. 1 Crore and upto Rs. 10 Crore | : | 21 days |
| (iii) | If the Tendered value of work exceeds Rs. 10 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.

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,

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

at current market rates to be certified by the Engineer-in-Charge, whose certificate thereof shall be final, and binding on the contractor, clerk of the works, foreman or other authorized agent to remove such tools, plant, materials, or stores from the premises (within a time to be specified in such notice) in the event of the contractor failing to comply with any such requisition, the Engineer-in-Charge may remove them at the contractor's expense or sell them by auction or private sale on account of the contractor and his risk in all respects and the certificate of the Engineer-in-Charge as to the expenses of any such removal and the amount of the proceeds and expenses of any such sale shall be final and conclusive against the contractor.

Time and Extension for Delay

Clause 5

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

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

- (a) Schedule of handing over of site as specified in the Schedule 'F'
- (b) Schedule of issue of 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 7 (seven) working days thereafter, if required modify, and communicate the program approved to the contractor failing which the program submitted by the contractor shall be deemed to be approved by the Engineer-in-Charge. The work programme shall include all details of balance drawings and decisions required to complete the contract with specific dates by which these details are required by contractor without causing any delay in execution of the work. The Chart shall be prepared in direct relation to the time stated in the Contract documents for completion of items of the works. It shall indicate the forecast of the dates of commencement and completion of various trades of sections of the work and may be amended as necessary by agreement between the Engineer-in-Charge and the Contractor within the limitations of time imposed in the Contract documents
 - (ii) In case of non submission of 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 as per Schedule F to be decided by the NIT approving authority shall be made on per week or part basis in case of delay in submission of the monthly progress report.

If the work(s) be delayed by:-

- (i) force majeure, or
- (ii) abnormally bad weather, or
- (iii) serious loss or damage by fire, or
- (iv) civil commotion, local commotion of workmen, strike or lockout, affecting any of the trades employed on the work, or
- (v) delay on the part of other contractors or tradesmen engaged by Engineer-in-Charge in executing work not forming part of the Contract, or
- (vi) any other cause like above which, in the reasoned opinion of the Engineer-in- Charge is beyond the Contractor's control.

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

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

In case the work is hindered by the Department or for any reason / event, for which the Department is responsible, the authority as indicated in Schedule 'F' shall, if justified, give a fair and reasonable extension of time and reschedule the mile stones for completion of work. Such extension of time or rescheduling of milestone/s shall be without prejudice to any other right or remedy of the parties in contract or in law; provided further that for concurrent delays under this sub clause and sub clause 5.2 to the extent the delay is covered under sub clause 5.2 the contractor shall be entitled to only extension of time and no damages.

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 or Form of application by the contractor for seeking extension of time (Appendix -XVI) respectively to the authority as indicated in Schedule 'F'. The Contractor shall indicate in such a request the period by which rescheduling of milestone/s or extension of time is desired. With every request for rescheduling of milestones, or if at any time the actual progress of work falls behind the approved programme by more than 10% of the stipulated period of completion of contract, the contractor shall produce a revised programme which shall include all details of pending drawings and decisions required to complete the contract and also the target dates by which these details should be available without causing any delay in execution of the work. A recovery as specified in Schedule 'F' shall be made on per day basis in case of delay in submission of the revised programme.

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

affording opportunity to the contractor, may give, supported with a programme (as specified under 5.4 above), a fair and reasonable extension within a reasonable period of occurrence of the event.

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.

Computerized Measurement Book

Clause 6

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

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

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

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

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

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

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

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

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

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

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

Clause 7

No payment shall be made for work, estimated to cost Rs. Twenty 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. Twenty 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

Payment on intermediate certificate to be regarded as Advances

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 Authorized 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 @ 5% (five percent) 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(s) 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

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

Completion Certificate and Completion Plans

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

Completion Plans to be Submitted by the Contractor

Clause 8 A

The contractor shall submit completion plans 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

In case, the contractor fails to submit the completion plan as aforesaid, he shall be liable to pay a sum of 0.1 % (zero point one percent) of accepted Tendered Value or limit prescribed in Schedule F whichever is more as may be fixed by the authority as mentioned in Schedule F and in this respect the decision of the that authority shall be final and binding on the contractor.

Payment of Final Bill

Clause 9

The final bill shall be submitted by the contractor in the same manner as specified in interim bills within three months of physical completion of the work or within one month of the date of the final certificate of completion furnished 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 here in under, the period being reckoned from the date of receipt of the bill by the Engineer-in-Charge or his authorized Asstt. Engineer, complete with account of materials issued by the Department and dismantled materials.

- (a) If the Tendered value of work is up to 1 Crore : 2 months
- (b) If the Tendered value of work is more than Rs 1 Crore and upto Rs. 10 Crore : 3 months
- (c) If the Tendered value of work exceeds Rs. 10 Crore : 6 months

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

Payment of Contractor's Bills to Banks

Clause 9A

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

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

Clause 10A

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

Materials to be provided by the Contractor

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.

Clause 10B

Secured Advance on Materials

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

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

- (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 recovery 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.

- (iii) The mobilization advance in (ii) above bear simple interest at the rate of 10 percent per annum and shall be calculated from the date of payment to the date of recovery, both

Mobilization advance

Interest & Recovery

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 percent 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 percent 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.

- (iv) 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 may be extended at 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 tender, if the price of any material incorporated in the work (excluding the material covered under clause 10 CA and/ or wages of labour increases as a direct result of the coming into force of any fresh law or statutory rule or order (but not due to any variation of rate in GST applicable on such material(s) being considered under this clause) beyond the prices/wages prevailing at the time of the last stipulated date of receipt of 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/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 variation of rate in GST applicable on such material (s) being considered under this clause), Government shall in respect of materials incorporated in the works (excluding the materials covered under Clause 10CA 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, and the increase/decrease in labour shall be considered on the minimum daily wages in rupees of any unskilled Mazdoor, fixed under any law statutory role and order. The cost of work for which escalation is applicable (W) is same as cost of work done worked out as indicated in sub-para (ii) of clause 10 CC except the amount of full assessed value of secured Advance.

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

Clause 10CA

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). If updated stipulated date of completion as calculated on pro-rata basis does not cover full calendar month then indices will be considered or restricted to previous month.

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.

CI₀ = 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 pro-rata 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. If updated stipulated date of completion as calculated on pro- rata basis does not cover full calendar month then indices will be considered or restricted to previous month.

- (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 also 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.

Clause 10CC

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)

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

- (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)

$$\text{Then, } M = C+F+I-J$$

$$N = 0.85 M$$

Cost of work for which escalation is applicable:

$$W = N$$

- (iii) Components for materials (except cement, reinforcement bars, structural steel, POL 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'

$$V_m = W \times \frac{X_m}{100} \times \frac{MI - MI_0}{MI_0}$$

V_m = Variation in material cost i.e. increase or decrease in the amount in rupee 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.) If updated stipulated date of completion as calculated on pro- rata basis does not cover full calendar month then indices will be considered or restricted to previous month.

M_{lo} = 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 computerized measurement books shall be the guiding factor to decide the bills relevant to the quarterly interval. The first such payment shall be made at the end of three months after the month (excluding the month in which 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 proratabasis only as cost of extra work x stipulated period/tendered cost, shall be considered.) If updated stipulated date of completion as calculated on pro- rata basis does not cover full calendar month then indices will be considered or restricted to previous month.

Ll_o : 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 persub para (vi) above.
- (a) The minimum wage of an unskilled Mazdoor mentioned in sub-para (vi) above shall be the higher of the wage notified by Government of India, Ministry of Labour and that notified by the local administration both relevant to the place of work and the period of reckoning.
 - (b) The escalation for labour also shall be paid at the same quarterly intervals when escalation due to increase in cost of materials is paid under this clause. If such revision of minimum wages takes place during any such quarterly intervals, the escalation compensation shall be payable at revised rates only for work done in subsequent quarters;
 - (c) Irrespective of variations in minimum wages of any category of labour, for the purpose of this clause, the variation in the rate for an unskilled Mazdoor alone shall form the basis for working out the escalation compensation payable on the labour component.
- (viii) In the event the price of materials and/or wages of labour required for execution of the work decrease/s, there shall be a downward adjustment of the cost of work so that such price of materials and/or wages of labour shall be deductible from the cost of work under this contract and in this regard the formula herein before stated under this Clause 10CC shall mutatis mutandis apply, provided that:
- (a) no such adjustment for the decrease in the price of materials and/or wages of labour aforementioned would be made in case of contracts in which the stipulated period of completion of the work is equal to or less than the time as specified in Schedule 'F'.
 - (b) the Engineer-in-Charge shall otherwise be entitled to lay down the procedure by which the provision of this sub-clause shall be implemented from time to time and the decision of the Engineer-in-Charge in this behalf shall be final and binding on the contractor.
- (ix) Provided always that:-
- (a) Where provisions of clause 10CC are applicable, provisions of clause 10C will not be applicable 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 10 CC

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

**Dismantled Material
Govt. Property**

Clause 10 D

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

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

Clause 11

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

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

**Deviations/
Variations Extent
and Pricing**

Clause 12

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

The 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

In the case of extra item(s) (Items which are not available in the contract), the Contractor may within fifteen days of the receipt of order or occurrence of the item(s), submit claim for market rate(s), supported with proper analysis of rate and manufacturer's specification for the work, invoices, vouchers etc., (as applicable), failing which the rate(s) approved later by the Engineer- In-Charge shall be final and binding. Where the Contractor submits claim for the market rate(s) in the manner prescribed above, the Engineer-In-Charge shall, within 45 days of the receipt of the claims, after giving consideration to the analysis of rates and other documents 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.

The rate(s) of extra items so determined by the Engineer In-Charge shall be final and binding on the Contractor, and shall not be arbitrable.

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).

Deviation, deviated Quantities, Pricing

In the case of Contract items which exceed the limit laid down in Schedule F, the Contractor may within fifteen days of the receipt of order or occurrence of the excess claim revision of the rates, supported with proper rates, supported with proper analysis of rates and invoices, vouchers et., (as applicable), for the quantity in excess of the above mentioned limit. The Engineer –In-charge shall within 45 days of receipt of the claims, after giving consideration to the analysis of rates and other documents submitted by the contractor, determine the rates on the basis of market rates and the contractor shall be paid in accordance with the rates so determined.

The rate(s) so determined by the Engineer-In-Charge shall be final and binding on the contractor, and shall not be arbitrable.

In the case of contract items which exceed the limit laid down in Schedule-F, the Engineer-In-Charge shall after giving notice to the Contractor within 30 days of submission of that bill by the Contractor which contain such items(s), and after taking into consideration any reply received from the Contractor within 15 days of the issue of such notice, reduce the rate for quantity in excess of the above mentioned limit on the basis of market rates, within 30 days of the expiry of the said period of 15 days, and the Contractor shall be paid in accordance with the rates so determined.

The rate(s) so determined by the Engineer-In-Charge shall be final and binding on the Contractor, and shall not be arbitrable.

The cost of any operation necessarily in contemplation of tenderer while quoting tender or necessary or incidental to proper execution of an item of work included in the Schedule of Quantities or in the Schedule of Rates mentioned in Schedule –F, 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 said Schedule of Rates, as the case may be. Nothing extra shall be admissible for such operations.

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

Clause 13

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

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

- (i) Any expenditure incurred on preliminary site work, e.g. temporary access roads, temporary labour huts, staff quarters and site office; storage accommodation and water storage tanks.
- (ii) Government shall have the option to take over contractor's materials or any part thereof either brought to site or of which the contractor is legally bound to accept delivery from suppliers (for incorporation in or incidental to the work) provided, however Government shall be bound to take over the materials or such portions thereof as the contractor does not desire to retain. For materials taken over or to be taken over by Government, cost of such materials as detailed by Engineer-in-Charge shall be paid. The cost shall, however, take into account purchase price, cost of transportation and deterioration or damage which may have been caused to materials whilst in the custody of the contractor.

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

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

The reasonable amount of items on (i), (iii) and (iv) 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 minimum 60 days beyond that. Wherever such a fresh Performance Guarantee is furnished by the contractor the Engineer-in-Charge may return the previous Performance Guarantee.

Clause 14

If contractor:

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

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

- (iii) The Engineer- in-Charge without invoking action under clause 3 may, without prejudice to any other right or remedy against the contractor which have either accrued or accrue thereafter to Government, by a notice in writing to take the part work / part incomplete work of any item(s) out of his hands and shall have powers to :
 - (a) Take possession of the site and any materials, constructional plant, implements, stores, etc., thereon; and/or
 - (b) Carry out the part work / part incomplete work of any item(s) by any means at the risk and cost of the contractor.

The Engineer-in-Charge shall determine the amount, if any, is recoverable from the contractor for completion of the part work/ part incomplete work of any item(s) taken out of his hands and execute at the risk and cost of the contractor, the liability of contractor on account of

Carrying out part work at risk & cost of Contractor

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 partwork/ 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 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. 10Lac and below except road work) of the completion of the work from the Engineer-in-Charge

specifying the work, materials or articles complained of notwithstanding that the same may have been passed, certified and paid for forthwith rectify, or remove and reconstruct the work so specified in whole or in part, as the case may require or as the case may be, remove the materials or articles so specified and provide other proper and suitable materials or articles at his own charge and cost. In the event of the failing to do so within a period specified by the Engineer-in-Charge in his demand aforesaid, then the contractor shall be liable to pay compensation at the same rate as under clause 2 of the contract (for non-completion of the work in time) for this default.

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

Contractor Liable for Damages, defects during defect liability Period

Clause 17

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

The contractor shall provide at his own cost all materials machinery, tools & plants as specified in schedule F. In addition to this, appliances, implements, other plants, ladders, cordage, tackle, scaffolding and temporary works required for the proper execution of the

Contractor to Supply Tools & Plants etc.

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

Recovery of Compensation paid to Workmen

Clause 18A

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.

Ensuring Payment and Amenities to Workers if Contractor fails

Clause 18B

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.

Labour Laws to be complied by the Contractor

Clause 19

The Contractor shall comply with the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, and the Contractor Labour (Regulation and Abolition) Central Rules, 1971.

The Contractor shall also obtain a valid license under the said Act before the commencement of the work, and continue to have a valid license until its completion.

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 fulfill 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 19B

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 unauthorizely made, maintenance of wage books or wage slips publication of scale of wage and other terms of employment, inspection and submission of periodical returns and all other matters of the like nature or as per the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, and the Contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable
- (iv) (a) The Engineer-in-Charge concerned shall have the right to deduct from the moneys due to the contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment of the conditions of the contract for the benefit of the workers, non-payment of wages or of deductions made from his or their wages which are not justified by their terms of the contract or non-observance of the Regulations.
- (b) Under the provision of Minimum Wages (Central) Rules, 1950, the contractor is bound to allow to the labours directly or indirectly employed in the works one day rest for 6 days continuous work and pay wages at the same rate as for duty. In the event of default, the Engineer-in-Charge shall have the right to deduct the sum or sums not paid on account of wages for weekly holidays to any labours and pay the same to the persons entitled thereto from any money due to the contractor by the Engineer-in-Charge concerned.

In the case of Union Territory of Delhi, however, as the all inclusive minimum daily wages fixed under Notification of the Delhi Administration No.F.12(162)MWO/ DAB/ 43884-91, dated 31-12-1979 as amended from time to time are inclusive of wages for the weekly day of rest, the question of extra payment for weekly holiday would not arise.

- (v) The contractor shall comply with the provisions of the Payment of Wages Act, 1936, Minimum Wages Act, 1948, Employees Liability Act, 1938, Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947, Maternity Benefits Act, 1961, and the Contractor's Labour (Regulation and Abolition) Act 1970, or the modifications thereof or any other laws relating thereto and the rules made 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 and by way of commission or otherwise.
- (ix) The contractor shall ensure that no amount by way of commission or otherwise is deducted or recovered by the Jamadar from the wage of workmen.

CLAUSE 19C

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

CLAUSE 19D

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

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

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

CLAUSE 19E

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

CLAUSE 19F

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

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

No maternity leave benefit shall be admissible to a woman unless she has been employed for a total period of not less than six months immediately preceding the date on which she proceeds on leave.
4. The contractor shall maintain a register of Maternity (Benefit) in the Prescribed Form as shown in Appendix -I and II, and the same shall be kept at the place of work.

Clause 19G

In the event of the contractor(s) committing a default or breach of any of the provisions of the Central Public Works Department, Contractor's Labour Regulations and Model Rules for the protection of health and sanitary arrangements for the workers as amended from time to time or furnishing any information or submitting or filing any statement under the provisions of the above Regulations and Rules which is materially incorrect, he/they shall, without prejudice to any other liability, pay to the Government a sum as decided by the authority mentioned in Schedule F for every default, breach or furnishing, making, submitting, filing such materially incorrect statements and in the event of the contractor(s) defaulting continuously in this respect, the penalty may be enhanced to as decided by the authority mentioned in Schedule F per day for each day of default subject to a maximum of 5 percent 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 as per approved standards all necessary huts and sanitary arrangements required for his/their work-people on the site in connection with the execution of the works, and if the same shall not have been erected or constructed, according to approved standards, the Engineer-in-Charge shall have power to give notice in writing to the contractor(s) requiring that the said huts and sanitary arrangements be remodelled and/or reconstructed according to approved standards, and if the contractor(s) shall fail to remodel or reconstruct such huts and sanitary arrangements according to approved standards within the period specified in the notice, the Engineer-in-Charge shall have the power to remodel or reconstruct such huts and sanitary arrangements according to approved standards at the cost of the contractor(s).

CLAUSE 19H

The contractor(s) shall at his/their own cost 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 19I

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

CLAUSE 19J

It shall be the responsibility of the contractor to see that the building under construction is not occupied by anybody unauthorized during construction, and is handed over to the Engineer-in-Charge with vacant possession of complete building. If such building though completed is occupied illegally, then the Engineer-in-Charge shall have the option to refuse to accept the said building/buildings in that position. Any delay in acceptance on this account will be

treated as the delay in completion and for such delay, a levy upto 5% of 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 SE/ Superintending Engineer cum Project Director/ Chief Engineer CPM cum ED through a notice, may require the contractor to remove the illegal occupation any time on or before construction and delivery.

Employment of skilled/semi skilled workers

Clause 19K

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

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

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

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

Contribution of EPF and ESI

Clause 19L

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

Minimum Wages Act to be Complied With

Clause 20

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

Work not to be sublet. Action in case of 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.

Life Cycle Cost

Clause 24

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

Settlement of Disputes & Arbitration

Clause 25

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

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

The DRC will submit its decision to the concerned ADG/SDG for acceptance. ADG/SDG in a time limit of 30 days from receipt of DRC decision will convey acceptance or otherwise on the said decision. If the Dispute Redressal Committee (DRC) fails to give its decision within the aforesaid period or the ADG/SDG fails to give his decision in the aforesaid time limit or any party is dissatisfied with the decision of Dispute Redressal Committee (DRC)/ ADG/SDG then either party may within a period of 30 days from the receipt of the decision of Dispute Redressal Committee (DRC)/ ADG/SDG or on expiry of aforesaid time limits available to DRC/ ADG/SDG, may give notice to the Chief Engineer/CPM, CPWD, in charge of the work or if there be no Chief Engineer/ CPM,, the Additional Director General /Special Director General concerned or if there be no Additional Director General/ Special Director General, the Director General, CPWD for appointment of arbitrator on prescribed proforma as per Appendix XVII under intimation to the other party.

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

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

- (a) A party fails to appoint the second Arbitrator, or
- (b) The two appointed Arbitrators fail to appoint the Presiding Arbitrator, then the Director General, CPWD shall appoint the second or Presiding Arbitrator as the case may be.
- (ii) Dispute or difference shall be referred for adjudication through arbitration by a Tribunal having sole arbitrator where claimed amount is Rs. 20 Crore or less. Where claimed Value is more than Rs. 20 Crore, Tribunal shall consist of three Arbitrators as above. The requirements of the Arbitration and Conciliation Act, 1996 (26 of 1996) and any further statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall be applicable.

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

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

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

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

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

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

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

Contractor to Indemnify Govt. against Patent Rights

Clause 26

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

Lumpsum Provisions in Tender.

Clause 27

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.

Action where no Specifications are Specified

Clause 28

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

Withholding and lien in respect of sum due from Contractor

Clause 29

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

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

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

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

Lien in respect of claims in other Contracts

Clause 29A

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

Clause 29B

Employment of coal mining or controlled area labour not Permissible

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 Bankuara, Birbhum, Burdwan, District of Bilaspur.

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

Water for Works

Clause 30

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

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

Alternate water Arrangements

Clause 30A

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 damage to adjacent buildings, roads and service lines. He shall be responsible for any accidents or damage 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.

Hire of Plant & Machinery

Clause 31

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

Employment of Technical Staff and employees

Clause 32

Contractors Superintendence, Supervision, Technical Staff & Employees

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

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

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

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

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

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

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

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

Levy/Taxes payable by Contractor

Clause 33

- (i) GST, Building and other Construction Workers Welfare Cess or any other tax, levy or Cess in respect of input for or output by this contract shall be payable by the contractor and Government shall not entertain any claim whatsoever in this respect except as provided under Clause 34.
- (ii) The contractor shall deposit royalty and obtain necessary permit for supply of the red bajri, stone, kankar, etc. from local authorities.

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

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

Clause 34

- (i) All tendered rates shall be inclusive of 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, or variation or repeal of such tax or levy or cess give a written notice thereof to the Engineer-in-charge that the same is given pursuant to this condition, together with all necessary information relating thereto.

Clause 35

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

Termination of Contract on death of contractor

Clause 36

The contractor shall not be permitted to tender for works in the SAI (Responsible for Award and execution of Contracts) in which his near relative is posted as Accountant or as an officer in any capacity between the grades of the Secretary and Group B Officer (both

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

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 S.A.I or in the Ministry of Youth & Urban Affairs. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of this Department. If however the contractor is registered in any other department, he shall be debarred from tendering in Department for any breach of this condition.

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

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

Clause 37

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

Theoretical consumption of Material

Clause 38

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

- (a) Quantity of cement & bitumen shall be calculated on the basis of quantity of cement & bitumen required for different items of work as shown in the Schedule of Rates mentioned in Schedule 'F'. In case any item is executed for which standard constants for the consumption of cement or bitumen are not available in the above mentioned schedule/statement or cannot be derived from the same shall be calculated on the basis of standard formula to be laid down by the Engineer-in-Charge.
- (b) Theoretical quantity of steel reinforcement or structural steel sections shall be taken as the quantity required as per design or as authorized by Engineer-in-Charge, including authorized lappings, chairs etc. plus 3% wastage due to cutting into pieces, such theoretical quantity being determined and compared with the actual, each diameter wise, section wise and category wise separately.
- (c) Theoretical quantity of G.I. & C.I. or other pipes, conduits, wires and cables, pig lead and G.I./M.S. sheets shall be taken as quantity actually required and measured plus 5% for wastage due to cutting into pieces (except in the case of G.I./M.S. sheets it shall be 10%), such determination & comparison being made diameter wise & category wise.
- (d) For any other material as per actual requirements.

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

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

Compensation during warlike situations

Clause 39

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

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

Clause 40

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

Apprentices Act provisions to be complied with

Clause 41

The Security Deposit of the work shall be refunded if no labour complaint has been received from the labour officer till the due date of its payment. If a labour complaint is received during this period, the Engineer –In-Charge shall, after use of notice in this regard to the contractor, deduct the amount required to settle the complaint from his security deposit and refund the balance amount. 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.

Release of Security deposit after labour clearance

Note :- In case of any discrepancies between Hindi and English version, English version will prevail.

SAFETY CODE

1. Suitable scaffolds should be provided for workmen for all works that cannot safely be done from the ground, or from solid construction except such short period work as can be done safely from ladders. When a ladder is used, an extra mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying materials as well suitable footholds and hand-hold shall be provided on the ladder and the ladder shall be given an inclination not steeper than $\frac{1}{4}$ to 1 ($\frac{1}{4}$ horizontal and 1 vertical.)
2. Scaffolding of staging more than 3.6 m (12ft.) above the ground or floor, swung or suspended from an overhead support or erected with stationary support shall have a guard rail properly attached or bolted, braced and otherwise secured at least 90 cm. (3ft.) high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such opening as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.
3. Working platforms, gangways and stairways should be so constructed that they should not sag unduly or unequally, and if the height of the platform or the gangway or the stairway is more than 3.6 m (12ft.) above ground level or floor level, they should be closely boarded, should have adequate width and should be suitably fastened as described in (2) above.
4. Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of person or materials by providing suitable fencing or railing whose minimum height shall be 90 cm. (3ft.)
5. Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9m. (30ft.) in length while the width between side rails in rung ladder shall in no case be less than 29 cm. (11½") for ladder upto and including 3 m. (10 ft.) in length. For longer ladders, this width should be increased at least $\frac{1}{4}$ " for each additional 30 cm. (1 foot) of length. Uniform step spacing of not more than 30 cm shall be kept. Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites or work shall be so stacked or placed as to cause danger or inconvenience to any person or the public. The contractor shall provide all necessary fencing and lights to protect the public from accident and shall be bound to bear the expenses of defence of every suit, action or other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and cost which may be awarded in any such suit; action or proceedings to any such person or which may, with the consent of the contractor, be paid to compensate any claim by any such person.
6. (a) Excavation and Trenching - All trenches 1.2 m. (4ft.) or more in depth, shall at all times be supplied with at least one ladder for each 30 m. (100 ft.) in length or fraction thereof, Ladder shall extend from bottom of the trench to at least 90 cm. (3ft.) above the surface of the ground. The side of the trenches which are 1.5 m. (5ft.) or more in depth shall be stepped back to give suitable slope or securely held by timber bracing, so as to avoid the danger of sides collapsing. The excavated materials shall not be placed within 1.5 m. (5ft.) of the edges of the trench or half of the depth of the trench whichever is more. Cutting shall be done from top to bottom. Under no circumstances, undermining or undercutting shall be done.
(b) Safety Measures for digging bore holes:-
 - (i) If the bore well is successful, it should be safely capped to avoid caving and collapse of the borewell. The failed and the abandoned ones should be completely refilled to avoid caving and collapse;
 - (ii) During drilling, Sign boards should be erected near the site with the address of the drilling contractor and the Engineer in-charge of the work;
 - (iii) Suitable fencing should be erected around the well during the drilling and after the installation of the rig on the point of drilling, flags shall be put 50m around the point of drilling to avoid entry of people;

- (iv) After drilling the borewell, a cement platform (0.50m x 0.50m x 1.20m) 0.60m above ground level and 0.60m below ground level should be constructed around the well casing;
 - (v) After the completion of the borewell, the contractor should cap the bore well properly by welding steel plate, cover the bore well with the drilled wet soil and fix thorny shrubs over the soil. This should be done even while repairing the pump;
 - (vi) After the borewell is drilled the entire site should be brought to the ground level.
7. Demolition - Before any demolition work is commenced and also during the progress of the work,
- (i) All roads and open areas adjacent to the work site shall either be closed or suitably protected.
 - (ii) No electric cable or apparatus which is liable to be a source of danger or a cable or apparatus used by the operator shall remain electrically charged.
 - (iii) All practical steps shall be taken to prevent danger to persons employed from risk of fire or explosion or flooding. No floor, roof or other part of the building shall be so overloaded with debris or materials as to render it unsafe.
8. All necessary personal safety equipment as considered adequate by the Engineer-in-Charge should be kept available for the use of the person employed on the site and maintained in a condition suitable for immediate use, and the contractor should take adequate steps to ensure proper use of equipment by those concerned:-The following safety equipment shall invariably be provided.
- (i) Workers employed on mixing asphaltic materials, cement and lime mortars shall be provided with protective footwear and protective goggles.
 - (ii) Those engaged in white washing and mixing or stacking of cement bags or any material which is injurious to the eyes, shall be provided with protective goggles.
 - (iii) Those engaged in welding works shall be provided with welder's protective eyeshields.
 - (iv) Stone breaker shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.
 - (v) When workers are employed in sewers and manholes, which are in active use, the contractors shall ensure that the manhole covers are opened and ventilated at least for an hour before the workers are allowed to get into the manholes, and the manholes so opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident to the public. In addition, the contractor shall ensure that the following safety measures are adhered to :-
 - (a) Entry for workers into the line shall not be allowed except under supervision of the JE or any other higher officer.
 - (b) At least 5 to 6 manholes upstream and downstream should be kept open for at least 2 to 3 hours before any man is allowed to enter into the manhole for working inside.
 - (c) Before entry, presence of Toxic gases should be tested by inserting wet lead acetate paper which changes colour in the presence of such gases and gives indication of their presence.
 - (d) Presence of Oxygen should be verified by lowering a detector lamp into the manhole. In case, no Oxygen is found inside the sewer line, workers should be sent only with Oxygen kit.
 - (e) Safety belt with rope should be provided to the workers. While working inside the manholes, such rope should be handled by two men standing outside to enable him to be pulled out during emergency.
 - (f) The area should be barricaded or cordoned off by suitable means to avoid mishaps of any kind. Proper warning signs should be displayed for the safety of the public whenever cleaning works are undertaken during night or day.

- (g) No smoking or open flames shall be allowed near the blocked manhole being cleaned.
 - (h) The malba obtained on account of cleaning of blocked manholes and sewer lines should be immediately removed to avoid accidents on account of slippery nature of the malba.
 - (i) Workers should not be allowed to work inside the manhole continuously. He should be given rest intermittently. The Engineer-in-Charge shall decide the time up to which a worker may be allowed to work continuously inside the manhole.
 - (j) Gas masks with Oxygen Cylinder should be kept at site for use in emergency.
 - (k) Air-blowers should be used for flow of fresh air through the manholes. Whenever called for, portable air blowers are recommended for ventilating the manholes. The Motors for these shall be vapourproof and of totally enclosed type. Non sparking gas engines also could be used but they should be placed at least 2 metres away from the opening and on the leeward side protected from wind so that they will not be a source of friction on any inflammable gas that might be present.
 - (l) The workers engaged for cleaning the manholes/sewers should be properly trained before allowing to work in the manhole.
 - (m) The workers shall be provided with Gumboots or non sparking shoes bump helmets and gloves nonsparking tools safety lights and gas masks and portable air blowers (when necessary). They must be supplied with barrier cream for anointing the limbs before working inside the sewer lines.
 - (n) Workmen descending a manhole shall try each ladder stop or rung carefully before putting his full weight on it to guard against insecure fastening due to corrosion of the rung fixed to manhole well.
 - (o) If a man has received a physical injury, he should be brought out of the sewer immediately and adequate medical aid should be provided to him.
 - (p) The extent to which these precautions are to be taken depend on individual situation but the decision of the Engineer-in-Charge regarding the steps to be taken in this regard in an individual case will be final.
- (vi) The Contractor shall not employ men and women below the age of 18 years on the work of painting with products containing lead in any form. Wherever men above the age of 18 are employed on the work of lead painting, the following precaution should be taken:-
- (a) No paint containing lead or lead products shall be used except in the form of paste or ready made paint.
 - (b) Suitable face masks should be supplied for use by the workers when paint is applied in the form of spray or a surface having lead paint is dry rubbed and scrapped.
 - (c) Overalls shall be supplied by the contractors to the workmen and adequate facilities shall be provided to enable the working painters to wash during and on the cessation of work.
- (vii) Workmen executing work on scaffolds or other structures above specified height shall be provided with full body harness and fall arresters.
9. An additional clause (viii)(i) of Central Public Works Department Safety Code (iv) the Contractor shall not employ women and men below the age of 18 on the work of painting with product containing lead in any form, wherever men above the age of 18 are employed on the work of lead painting, the following principles must be observed for such use :
- (i) White lead, sulphate of lead or product containing these pigment, shall not be used in painting operation except in the form of pastes or paint ready for use.
 - (ii) Measures shall be taken, wherever required in order to prevent danger arising from the application of a paint in the form of spray.

- (iii) Measures shall be taken, wherever practicable, to prevent danger arising out of from dust caused by dryrubbing down and scraping.
 - (iv) Adequate facilities shall be provided to enable working painters to wash during and on cessation of work.
 - (v) Overall shall be worn by working painters during the whole of working period.
 - (vi) Suitable arrangement shall be made to prevent clothing put off during working hours being spoiled¹³ by painting materials.
 - (vii) Cases of lead poisoning and suspected lead poisoning shall be notified and shall be subsequently verified by medical man appointed by competent authority of C.P.W.D PWD(DA).
 - (viii) C.P.W.D./PWD (DA) may require, when necessary medical examination of workers.
 - (ix) Instructions with regard to special hygienic precautions to be taken in the painting trade shall be distributed to working painters.
10. When the work is done near any place where there is risk of drowning, all necessary equipments should be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision, should be made for prompt first aid treatment of all injuries likely to be obtained during the course of the work.
11. Use of hoisting machines and tackle including their attachments, anchorage and supports shall conform to the following standards or conditions :-
- (i) (a) These shall be of good mechanical construction, sound materials and adequate strength and free from patent defects and shall be kept repaired and in good working order.
 - (b) Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength, and free from patent defects.
 - (ii) Every crane driver or hoisting appliance operator, shall be properly qualified and no person under the age of 21 years should be in charge of any hoisting machine including any scaffolding winch or give signals to operator.
 - (iii) In case of every hoisting machine and of every chain ring hook, shackle swivel and pulley block used in hoisting or as means of suspension, the safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with the safe working load. In case of a hoisting machine having a variable safe working load each safe working load and the condition under which it is applicable shall be clearly indicated. No part of any machine or any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.
 - (iv) In case of departmental machines, the safe working load shall be notified by the Electrical Engineer-in- Charge. As regards contractor's machines the contractors shall notify the safe working load of the machine to the Engineer-in-Charge whenever he brings any machinery to site of work and get it verified by the Electrical Engineer concerned.
12. Motors, gearing, transmission, electric wiring and other dangerous parts of hoisting appliances should be provided with efficient safeguards. Hoisting appliances should be provided with such means as will reduce to the minimum the risk of accidental descent of the load. Adequate precautions should be taken to reduce to the minimum the risk of any part of a suspended load becoming accidentally displaced. When workers are employed on electrical installations which are already energized, insulating mats, wearing apparel, such as gloves, sleeves and boots as may be necessary should be provided. The worker should not wear any rings, watches and carry keys or other materials which are good conductors of electricity.

13. All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities should be provided at or near places of work.
14. These safety provisions should be brought to the notice of all concerned by display on a notice board at a prominent place at work spot. The person responsible for compliance of the safety code shall be named therein by the contractor.
15. To ensure effective enforcement of the rules and regulations relating to safety precautions the arrangements made by the contractor shall be open to inspection by the Labour Officer or Engineer-in-Charge of the department or their representatives.
16. Notwithstanding the above clauses from (1) to (15), there is nothing in these to exempt the contractor from the operations of any other Act or Rule in force in the Republic of India.

Model Rules for the Protection of Health and Sanitary Arrangements for Workers Employed by Contractors

1. APPLICATION

These rules shall apply to all buildings and construction works in charge of Central Public Works Department/ PWD (DA) in which twenty or more workers are ordinarily employed or are proposed to be employed in any day during the period during which the contract work is in progress.

2. DEFINITION

Work place means a place where twenty or more workers are ordinarily employed in connection with construction work on any day during the period during which the contract work is in progress.

3. FIRST-AID FACILITIES

- (i) At every work place, there shall be provided and maintained, so as to be easily accessible during working hours, first-aid boxes at the rate of not less than one box for 150 contract labour or part thereof ordinarily employed.
- (ii) The first-aid box shall be distinctly marked with a red cross on white back ground and shall contain the following equipment:-
 - (a) For work places in which the number of contract labour employed does not exceed 50- Each first-aidbox shall contain the following equipments :-
 1. 6 small sterilised dressings.
 2. 3 medium size sterilised dressings.
 3. 3 large size sterilised dressings.
 4. 3 large sterilised burn dressings.
 5. 1 (30 ml.) bottle containing a two per cent alcoholic solution of iodine.
 6. 1 (30 ml.) bottle containing salvolatile having the dose and mode of administration indicated onthe label.
 7. 1 snakebite lancet.
 8. 1 (30 gms.) bottle of potassium permanganate crystals.
 9. 1 pair scissors.
 10. 1 copy of the first-aid leaflet issued by the Director General, Factory Advice Service and Labour Institutes, Government of India.
 11. 1 bottle containing 100 tablets (each of 5 gms.) of aspirin.
 12. Ointment for burns.
 13. A bottle of suitable surgical antiseptic solution.
 - (b) For work places in which the number of contract labour exceed 50. Each first-aid box shall contain the following equipments.
 1. 12 small sterilised dressings.
 2. 6 medium size sterilised dressings.
 3. 6 large size sterilised dressings.

4. 6 large size sterilised burn dressings.
 5. 6 (15 gms.) packets sterilised cotton wool.
 6. 1 (60 ml.) bottle containing a two per cent alcoholic solution iodine.
 7. 1 (60 ml.) bottle containing salvolatile having the dose and mode of administration indicated on the label.
 8. 1 roll of adhesive plaster.
 9. 1 snake bite lancet.
 10. 1 (30 gms.) bottle of potassium permanganate crystals.
 11. 1 pair scissors.
 12. 1 copy of the first-aid leaflet issued by the Director General Factory Advice Service and Labour Institutes /Government of India.
 13. A bottle containing 100 tablets (each of 5 gms.) of aspirin.
 14. Ointment for burns.
 15. A bottle of suitable surgical antiseptic solution.
- (iii) Adequate arrangements shall be made for immediate recoupment of the equipment when necessary.
 - (iv) Nothing except the prescribed contents shall be kept in the First-aid box.
 - (v) The first-aid box shall be kept in charge of a responsible person who shall always be readily available during the working hours of the work place.
 - (vi) A person in charge of the First-aid box shall be a person trained in First-aid treatment in the work places where the number of contract labour employed is 150 or more.
 - (vii) In work places where the number of contract labour employed is 500 or more and hospital facilities are not available within easy distance from the works. First-aid posts shall be established and run by a trained compounder. The compounder shall be on duty and shall be available at all hours when the workers are at work.
 - (viii) Where work places are situated in places which are not towns or cities, a suitable motor transport shall be kept readily available to carry injured person or person suddenly taken ill to the nearest hospital.

4. DRINKING WATER

- (i) In every work place, there shall be provided and maintained at suitable places, easily accessible to labour, a sufficient supply of cold water fit for drinking.
- (ii) Where drinking water is obtained from an Intermittent public water supply, each work place shall be provided with storage where such drinking water shall be stored.
- (iii) Every water supply or storage shall be at a distance of not less than 50 feet from any latrine drain or other source of pollution. Where water has to be drawn from an existing well which is within such proximity of latrine, drain or any other source of pollution, the well shall be properly chlorinated before water is drawn from it for drinking. All such wells shall be entirely closed in and be provided with a trap door which shall be dust and waterproof.
- (iv) A reliable pump shall be fitted to each covered well, the trap door shall be kept locked and opened only for cleaning or inspection which shall be done at least once a month.

5. WASHING FACILITIES

- (i) In every work place adequate and suitable facilities for washing shall be provided and maintained for the use of contract labour employed therein.
- (ii) Separate and adequate cleaning facilities shall be provided for the use of male and female workers.
- (iii) Such facilities shall be conveniently accessible and shall be kept in clean and hygienic condition.

6. LATRINES AND URINALS

- (i) Latrines shall be provided in every work place on the following scale namely :-
 - (a) Where female are employed, there shall be at least one latrine for every 25 females.
 - (b) Where males are employed, there shall be at least one latrine for every 25 males.

Provided that, where the number of males or females exceeds 100, it shall be sufficient if there is one latrine for 25 males or females as the case may be upto the first 100, and one for every 50 thereafter.
- (ii) Every latrine shall be under cover and so partitioned off as to secure privacy, and shall have a proper door and fastenings.
- (iii) Construction of latrines: The inside walls shall be constructed of masonry or some suitable heat-resisting nonabsorbent materials and shall be cement washed inside and outside at least once a year, Latrines shall not be of a standard lower than borehole system.
- (iv) (a) Where workers of both sexes are employed, there shall be displayed outside each block of latrine and urinal, a notice in the language understood by the majority of the workers "For Men only" or "For Women Only" as the case may be.
 - (b) The notice shall also bear the figure of a man or of a woman, as the case may be.
- (v) There shall be at least one urinal for male workers upto 50 and one for female workers upto fifty employed at a time, provided that where the number of male or female workmen, as the case may be exceeds 500, it shall be sufficient if there is one urinal for every 50 males or females upto the first 500 and one for every 100 or part thereafter.
- (vi) (a) The latrines and urinals shall be adequately lighted and shall be maintained in a clean and sanitary condition at all times.
 - (b) Latrines and urinals other than those connected with a flush sewage system shall comply with the requirements of the Public Health Authorities.
- (vii) Water shall be provided by means of tap or otherwise so as to be conveniently accessible in or near the latrines and urinals.
- (viii) Disposal of excreta :- Unless otherwise arranged for by the local sanitary authority, arrangements for proper disposal of excreta by incineration at the work place shall be made by means of a suitable incinerator. Alternately excreta may be disposed of by putting a layer of night soil at the bottom of a pucca tank prepared for the purpose and covering it with a 15 cm. layer of waste or refuse and then covering it with a layer of earth for a fortnight (when it will turn to manure).
- (ix) The contractor shall at his own expense, carry out all instructions issued to him by the Engineer-in-Charge to effect proper disposal of night soil and other conservancy work in respect of the contractor's workmen or employees on the site. The contractor shall be responsible for payment of any charges which may be levied by Municipal or Cantonment Authority for execution of such on his behalf.

7. PROVISION OF SHELTER DURING REST

At every place there shall be provided, free of cost, four suitable sheds, two for meals and the other two for rest separately for the use of men and women labour. The height of each shelter shall not be less than 3 metres (10ft.) from the floor level to the lowest part of the roof. These shall be kept clean and the space provided shall be on the basis of 0.6 sq.m. (6 sft) per head.

Provided that the Engineer-in-Charge may permit subject to his satisfaction, a portion of the building under construction or other alternative accommodation to be used for the purpose.

8. CRECHES

- (i) At every work place, at which 20 or more women worker are ordinarily employed, there shall be provided two rooms of reasonable dimensions for the use of their children under the age of six years. One room shall be used as a play room for the children and the other as their bedroom. The rooms shall be constructed with specifications as per clause 19H (ii) a, b & c.
- (ii) The rooms shall be provided with suitable and sufficient openings for light and ventilation. There shall be adequate provision of sweepers to keep the places clean.
- (iii) The contractor shall supply adequate number of toys and games in the play room and sufficient number of cots and beddings in the bed room.
- (iv) The contractor shall provide one ayah to look after the children in the creche when the number of women workers does not exceed 50 and two when the number of women workers exceed 50.
- (v) The use of the rooms earmarked as creches shall be restricted to children, their attendants and mothers of the children.

9. CANTEENS

- (i) In every work place where the work regarding the employment of contract labour is likely to continue for six months and where in contract labour numbering one hundred or more are ordinarily employed, an adequate canteen shall be provided by the contractor for the use of such contract labour.
- (ii) The canteen shall be maintained by the contractor in an efficient manner.
- (iii) The canteen shall consist of at least a dining hall, kitchen, storeroom, pantry and washing places separately for workers and utensils.
- (iv) The canteen shall be sufficiently lighted at all times when any person has access to it.
- (v) The floor shall be made of smooth and impervious materials and inside walls shall be lime-washed or colour washed at least once in each year.

Provided that the inside walls of the kitchen shall be lime-washed every four months.

- (vi) The premises of the canteen shall be maintained in a clean and sanitary condition.
- (vii) Waste water shall be carried away in suitable covered drains and shall not be allowed to accumulate so as to cause a nuisance.
- (viii) Suitable arrangements shall be made for the collection and disposal of garbage.
- (ix) The dining hall shall accommodate at a time 30 per cent of the contract labour working at a time.
- (x) The floor area of the dining hall, excluding the area occupied by the service counter and any furniture except tables and chairs shall not be less than one square metre (10 sft) per diner to be accommodated as prescribed in sub-Rule 9.

- (xi) (a) A portion of the dining hall and service counter shall be partitioned off and reserved for womenworkers in proportion to their number.
- (b) Washing places for women shall be separate and screened to secure privacy.
- (xii) Sufficient tables stools, chair or benches shall be available for the number of diners to be accommodated as prescribed in sub-Rule 9.
- (xiii) (a) 1. There shall be provided and maintained sufficient utensils crockery, furniture and any other equipments necessary for the efficient running of the canteen.
- 2. The furniture utensils and other equipment shall be maintained in a clean and hygienic condition.
- (b) 1. Suitable clean clothes for the employees serving in the canteen shall be provided and maintained.
- 2. A service counter, if provided, shall have top of smooth and impervious material.
- 3. Suitable facilities including an adequate supply of hot water shall be provided for the cleaning of utensils and equipments.
- (xiv) The food stuffs and other items to be served in the canteen shall be in conformity with the normal habits of the contract labour.
- (xv) The charges for food stuffs, beverages and any other items served in the canteen shall be based on 'Noprofit, No loss' and shall be conspicuously displayed in the canteen.
- (xvi) In arriving at the price of foodstuffs, and other article served in the canteen, the following items shall not be taken into consideration as expenditure namely:-
 - (a) The rent of land and building.
 - (b) The depreciation and maintenance charges for the building and equipments provided for the canteen.
 - (c) The cost of purchase, repairs and replacement of equipments including furniture, crockery, cutlery and utensils.
 - (d) The water charges and other charges incurred for lighting and ventilation.
 - (e) The interest and amounts spent on the provision and maintenance of equipments provided for the canteen.
- (xvii) The accounts pertaining to the canteen shall be audited once every 12 months by registered accountants and auditors.

10. ANTI-MALARIAL PRECAUTIONS

The contractor shall at his own expense, conform to all anti-malarial instructions given to him by the Engineer-in-Charge including the filling up of any borrow pits which may have been dug by him.

- 11.** The above rules shall be incorporated in the contracts and in notices inviting tenders and shall form an integral part of the contracts.

12. AMENDMENTS

Government may, from time to time, add to or amend these rules and issue directions - it may consider necessary for the purpose of removing any difficulty which may arise in the administration thereof.

Contractor's Labour Regulations

1. SHORT TITLE

These regulations may be called the Contractors Labour Regulations and shall be followed by the Contractor for this Project.

2. DEFINITIONS

(i) Workman means any person employed by contractor directly or indirectly through a subcontractor with or without the knowledge of the Department to do any skilled, semiskilled or unskilled manual, supervisory, technical or clerical work for hire or reward, whether the terms of employment are expressed or implied but does not include any person :-

- (a) Who is employed mainly in a managerial or administrative capacity : or
- (b) Who, being employed in a supervisory capacity draws wages exceeding five hundred rupees per mensem or exercises either by the nature of the duties attached to the office or by reason of powers vested in him, functions mainly of managerial nature: or
- (c) Who is an out worker, that is to say, person to whom any article or materials are given out by or on behalf of the principal employers to be made up cleaned, washed, altered, ornamental finished, repaired adopted or otherwise processed for sale for the purpose of the trade or business of the principal employers and the process is to be carried out either in the home of the out worker or in some other premises, not being premises under the control and management of the principal employer.

No person below the age of 14 years shall be employed to act as a workman.

- (ii) Fair Wages means wages whether for time or piece work fixed and notified under the provisions of the Minimum Wages Act from time to time.
- (iii) Contractors shall include every person who undertakes to produce a given result other than a mere supply of goods or articles of manufacture through contract labour or who supplies contract labour for any work and includes a subcontractor.
- (iv) Wages shall have the same meaning as defined in the Payment of Wages Act.

3. (i) Normally working hours of an adult employee should not exceed 9 hours a day. The working day shall be so arranged that inclusive of interval for rest, if any, it shall not spread over more than 12 hours on any day.

(ii) When an adult worker is made to work for more than 9 hours on any day or for more than 48 hours in any week, he shall be paid over time for the extra hours put in by him at double the ordinary rate of wages.

(iii) (a) Every worker shall be given a weekly holiday normally on a Sunday, in accordance with the provisions of the Minimum Wages (Central) Rules 1960 as amended from time to time irrespective of whether such worker is governed by the Minimum Wages Act or not.

(b) Where the minimum wages prescribed by the Government under the Minimum Wages Act are not inclusive of the wages for the weekly day of rest, the worker shall be entitled to rest day wages at the rate applicable to the next preceding day, provided he has worked under the same contractor for a continuous period of not less than 6 days.

(c) Where a contractor is permitted by the Engineer-in-Charge to allow a worker to work on a normal weekly holiday, he shall grant a substituted holiday to him for the whole day on one of the five days immediately before or after the normal weekly holiday and pay wages to such worker for the work performed on the normal weekly holiday at overtime rate.

4. DISPLAY OF NOTICE REGARDING WAGES ETC.

The contractor shall before he commences his work on contract, display and correctly maintain and continue to display and correctly maintain in a clear and legible condition in conspicuous places on the work, notices in English and in the local Indian languages spoken by the majority of the workers giving the minimum rates of wages fixed under Minimum Wages Act, the actual wages being paid, the hours of work for which such wage are earned, wages periods, dates of payments of wages and other relevant information as per Appendix 'III'.

5. PAYMENT OF WAGES

- (i) The contractor shall fix wage periods in respect of which wages shall be payable.
- (ii) No wage period shall exceed one month.
- (iii) The wages of every person employed as contract labour in an establishment or by a contractor where less than one thousand such persons are employed shall be paid before the expiry of seventh day and in other cases before the expiry of tenth day after the last day of the wage period in respect of which the wages are payable.
- (iv) Where the employment of any worker is terminated by or on behalf of the contractor the wages earned by him shall be paid before the expiry of the second working day from the date on which his employment is terminated.
- (v) All payment of wages shall be made on a working day at the work premises and during the working time and on a date notified in advance and in case the work is completed before the expiry of the wage period, final payment shall be made within 48 hours of the last working day.
- (vi) Wages due to every worker shall be paid to him direct by contractor through Bank or ECS or online transfer to his bank account.
- (vii) All wages shall be paid through Bank or ECS or online transfer.
- (viii) Wages shall be paid without any deductions of any kind except those specified by the Central Government by general or special order in this behalf or permissible under the Payment of Wages Act 1956.
- (ix) A notice showing the wages period and the place and time of disbursement of wages shall be displayed at the place of work and a copy sent by the contractor to the Engineer-in-Charge under acknowledgment.
- (x) It shall be the duty of the contractor to ensure the disbursement of wages through bank account of labour.
- (xi) The contractor shall obtain from the Junior Engineer or any other authorised representative of the Engineer- in-Charge as the case may be, a certificate under his signature at the end of the entries in the "Register of Wages" or the "Wage-cum-Muster Roll" as the case may be in the following form:-
- (xii) "Certified that the amount shown in column No has been paid to the workman concerned through bank account of labour on at....."

6. FINES AND DEDUCTIONS WHICH MAY BE MADE FROM WAGES

- (i) The wages of a worker shall be paid to him without any deduction of any kind except the following:-
 - (a) Fines
 - (b) Deductions for absence from duty i.e. from the place or the places where by the terms of his employment he is required to work. The amount of deduction shall be in proportion to the period for which he was absent.
 - (c) Deduction for damage to or loss of goods expressly entrusted to the employed person for custody or for loss of money or any other deduction which he is required to account, where such damage or loss is directly attributable to his neglect or default.

- (d) Deduction for recovery of advances or for adjustment of overpayment of wages, advances granted shall be entered in a register.
- (e) Any other deduction which the Central Government may from time to time allow.
- (ii) No fines should be imposed on any worker save in respect of such acts and omissions on his part as have been approved of by the Chief Labour Commissioner.
Note :- An approved list of Acts and Omissions for which fines can be imposed is enclosed at Appendix-X
- (iii) No fine shall be imposed on a worker and no deduction for damage or loss shall be made from his wages until the worker has been given an opportunity of showing cause against such fines or deductions.
- (iv) The total amount of fine which may be imposed in any one wage period on a worker shall not exceed an amount equal to three paise in a rupee of the total wages, payable to him in respect of that wage period.
- (v) No fine imposed on any worker shall be recovered from him by instalment, or after the expiry of sixty days from the date on which it was imposed.
- (vi) Every fine shall be deemed to have been imposed on the day of the act or omission in respect of which it was imposed.

7. LABOUR RECORDS

- (i) The contractor shall maintain a Register of persons employed on work on contract in Form XIII of the CL(R&A) Central Rules 1971 (Appendix IV)
- (ii) The contractor shall maintain a Muster Roll register in respect of all workmen employed by him on the work under Contract in Form XVI of the CL (R&A) Rules 1971 (Appendix V).
- (iii) The contractor shall maintain a Wage Register in respect of all workmen employed by him on the work under contract in Form XVII of the CL (R&A) Rules 1971 (Appendix VI).
- (iv) Register of accident - The contractor shall maintain a register of accidents in such form as may be convenient at the work place but the same shall include the following particulars:
 - (a) Full particulars of the labourers who met with accident.
 - (b) Rate of Wages.
 - (c) Sex
 - (d) Age
 - (e) Nature of accident and cause of accident.
 - (f) Time and date of accident.
 - (g) Date and time when admitted in Hospital,
 - (h) Date of discharge from the Hospital.
 - (i) Period of treatment and result of treatment.
 - (j) Percentage of loss of earning capacity and disability as assessed by Medical Officer.
 - (k) Claim required to be paid under Workmen's Compensation Act.
 - (l) Date of payment of compensation.
 - (m) Amount paid with details of the person to whom the same was paid.
 - (n) Authority by whom the compensation was assessed.
 - (o) Remarks

- (v) The contractor shall maintain a Register of Fines in the Form XII of the CL (R&A) Rules 1971 (Appendix-XI)
The contractor shall display in a good condition and in a conspicuous place of work the approved list of facts and omissions for which fines can be imposed (Appendix-X)
- (vi) The contractor shall maintain a Register of deductions for damage or loss in Form XX of the CL (R&A) Rules 1971 (Appendix-XII)
- (vii) The contractor shall maintain a Register of Advances in Form XXIII of the CL (R&A) Rules 1971 (Appendix-XIII)
- (viii) The contractor shall maintain a Register of Overtime in Form XXIII of the CL (R&A) Rules 1971 (Appendix-XIV)

6. ATTENDANCE CARD-CUM-WAGE SLIP

- (i) The contractor shall issue an Attendance card-cum-wage slip to each workman employed by him in the specimen form at (Appendix-VII)
- (ii) The card shall be valid for each wage period.
- (iii) The contractor shall mark the attendance of each workman on the card twice each day, once at the commencement of the day and again after the rest interval, before he actually starts work.
- (iv) The card shall remain in possession of the worker during the wage period under reference.
- (v) The contractor shall complete the wage slip portion on the reverse of the card at least a day prior to the disbursement of wages in respect of the wage period under reference.
- (vi) The contractor shall obtain the signature or thumb impression of the worker on the wage slip at the time of disbursement of wages and retain the card with himself.

9. EMPLOYMENT CARD

The contractor shall issue an Employment Card in Form XIV of the CL (R&A) Central Rules 1971 to each worker within three days of the employment of the worker (Appendix-VIII).

10. SERVICE CERTIFICATE

On termination of employment for any reason whatsoever the contractor shall issue to the workman whose services have been terminated, a Service certificate in Form XV of the CL (R&A) Central Rules 1971 (Appendix-IX)

11. PRESERVATION OF LABOUR RECORDS

All records required to be maintained under Regulations Nos. 6 & 7 shall be preserved in original for a period of three years from the date of last entries made in them and shall be made available for inspection by the Engineer-in-Charge or Labour Officer or any other officers authorised by the Ministry of Urban Development in this behalf.

12. POWER OF LABOUR OFFICER TO MAKE INVESTIGATIONS OR ENQUIRY

The Labour Officer or any person authorised by Central Government on their behalf shall have power to make enquires with a view to ascertaining and enforcing due and proper observance of Fair Wage Clauses and the Provisions of these Regulations. He shall investigate into any complaint regarding the default made by the contractor or subcontractor in regard to such provision.

13. REPORT OF LABOUR OFFICER

The Labour Officer or other persons authorised as aforesaid shall submit a report of result of his investigation or enquiry to the Executive Engineer concerned indicating the extent, if any, to which the default has been committed with a note that necessary deductions from the contractor's bill be made and the wages and other dues be paid to the labourers concerned. In case an appeal is made by the contractor under Clause 13 of these regulations, actual payment to labourers will be made by the Engineer-in-Charge has given his decision on such appeal.

- (i) The Engineer-in-Charge shall arrange payments to the labour concerned within 45 days from the receipt of the report from the Labour Officer as the case may be.

14. APPEAL AGAINST THE DECISION OF LABOUR OFFICER

Any person aggrieved by the decision and recommendations of the Labour Officer or other person so authorised may appeal against such decision to the Engineer-in-Charge concerned within 30 days from the date of decision but subject to such appeal, the decision of the officer shall be final and binding upon the contractor.

15. PROHIBITION REGARDING REPRESENTATION THROUGH LAWYER

- (i) A workman shall be entitled to be represented in any investigation or enquiry under these regulations by:-
 - (a) An officer of a registered trade union of which he is a member.
 - (b) An officer of a federation of trade unions to which the trade union referred to in clause (a) is affiliated.
 - (c) Where the employer is not a member of any registered trade union, by an officer of a registered trade union, connected with the industry in which the worker is employed or by any other workman employed in the industry in which the worker is employed.
- (ii) An employer shall be entitled to be represented in any investigation or enquiry under these regulations by :-
 - (a) An officer of an association of employers of which he is a member.
 - (b) An officer of a federation of associations of employers to which association referred to in clause (a) is affiliated.
 - (c) Where the employers is not a member of any association of employers, by an officer of association of employer connected with the industry in which the employer is engaged or by any other employer, engaged in the industry in which the employer is engaged.
- (iii) No party shall be entitled to be represented by a legal practitioner in any investigation or enquiry under these regulations.

16. INSPECTION OF BOOKS AND SLIPS

The contractor shall allow inspection of all the prescribed labour records to any of his workers or to his agent at a convenient time and place after due notice is received or to the Labour Officer or any other person, authorised by the Central Government on his behalf.

17. SUBMISSIONS OF RETURNS

The contractor shall submit periodical returns as may be specified from time to time.

18. AMENDMENTS

The Central Government may from time to time add to or amend the regulations and on any question as to the application/Interpretation or effect of those regulations the decision of the Superintending Engineer concerned shall be final.

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

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

THIS INDENTURE made the..... day of20..... BETWEEN
(hereinafter called the Contractor which expression shall where the context so admits or implies be deemed to include his executors administrators and assigns) of the one part and the PRESIDENT OF INDIA (hereinafter called the President which expression shall where the context so admits or implies be deemed to include his successors in office and assigns) of the other part.

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

- (1) That the said sum of Rupees so advanced by the President to the Contractor as aforesaid and all or any further sum or sums advanced as aforesaid shall be employed by the Contractor in or towards expediting the execution of the said works and for no other purpose whatsoever.
- (2) That the materials detailed in the said Account of Secured Advances which have been offered to and accepted by the President as security are absolutely the Contractor's own property and free from encumbrances of any kind and the contractor will not make any application for or receive a further advance on the security of materials which are not absolutely his own property and free from encumbrances of any kind and the Contractor indemnifies the President against all claims to any materials in respect of which an advance has been made to him as aforesaid.
- (3) That the materials detailed in the said Account of Secured Advances and all other materials on the security of which any further advance or advances may hereafter be made as aforesaid (hereinafter called the said materials) shall be used by the Contractor solely in the execution of the said works in accordance with the directions of the Divisional Officer Division (hereinafter called the Divisional Officer) and in the term of the said agreement.
- (4) That the Contractor shall make at his own cost all necessary and adequate arrangements for the proper watch, safe custody and protection against all risks of the said materials and that until used in construction as aforesaid

the said materials shall remain at the site of the said works in the Contractor's custody and on his own responsibility and shall at all times be open to inspection by the Divisional Officer or any officer authorised by him. In the event of the said materials or any part thereof being stolen, destroyed or damaged or becoming deteriorated in a greater degree than is due to reasonable use and wear thereof the Contractor will forthwith replace the same with other materials of like quality or repair and make good the same as required by the Divisional Officer.

- (5) That the said materials shall not on any account be removed from the site of the said works except with the written permission of the Divisional Officer or an officer authorised by him on that behalf.
- (6) That the advances shall be repayable in full when or before the Contractor receives payment from the President of the price payable to him for the said works under the terms and provisions of the said agreement. Provided that if any intermediate payments are made to the Contractor on account of work done than on the occasion of each such payment the President will be at liberty to make a recovery from the Contractor's bill for such payment by deducting there from the value of the said materials then actually used in the construction and in respect of which recovery has not been made previously, the value for this purpose being determined in respect of each description of materials at the rates at which the amounts of the advances made under these presents were calculated.
- (7) That if the Contractor shall at any time make any default in the performance or observance in any respect of any of the terms and provisions of the said agreement or of these presents the total amount of the advance or advances that may still be owing to the President shall immediately on the happening of such default be repayable by the Contractor to the President together with interest thereon at twelve per cent per annum from the date or respective dates of such advance or advances to the date of repayment and with all costs charges, damages and expenses incurred by the President in or for the recovery thereof or the enforcement of this security or otherwise by reason of the default of the Contractor and the Contractor hereby covenants and agrees with the President to repay and pay the same respectively to him accordingly.
- (8) That the Contractor hereby charges all the said materials with the repayment to the President of the said sum of Rupees and any further sum or sums advanced as aforesaid and all costs charges, damages and expenses payable under these presents PROVIDED ALWAYS and it is hereby agreed and declared that notwithstanding anything in the said agreement and without prejudice to the powers contained therein if and whenever the covenant for payment and repayment herein before contained shall become enforceable and the money owing shall not be paid in accordance therewith the President may at any time thereafter adopt all or any of the following courses as he may deem best :-
 - (a) Size and utilize the said materials or any part thereof in the completion of the said works on behalf of the Contractor in accordance with the provisions in that behalf contained in the said agreement debiting the Contractor with the actual cost of effecting such completion and the amount due in respect of advances under these presents and crediting the Contractor with the value of work done as if he had carried it out in accordance with the said agreement and at the rates thereby provided. If the balance is against the Contractor he is to pay same to the President on demand.
 - b) Remove and sell by public auction the seized materials or any part thereof and out of the moneys arising from the sale retain all the sums aforesaid repayable or payable to the President under these presents and pay over the surplus (if any) to the Contractor.
 - (c) Deduct all or any part of the moneys owing out of the security deposit or any sum due to the Contractor under the said agreement.
- (9) That except in the event of such default on the part of the Contractor as aforesaid interest on the said advances shall not be payable.

(10) That in the event of any conflict between the provisions of these presents and the said agreement the provisions of these presents shall prevail and in the event of any dispute or difference arising over the construction or effect of these presents the settlement of which has not been herein before expressly provided for the same shall be finally resolved as per provisions of clause 25 of the contract.

In witness whereof the saidand..... by the order and under the direction of the President have hereunto set their respective hands the day and year first above written.

Signed, sealed and delivered by..... the said contractor in the presence of
.....

Signature

Witness Name

Address

Signed by.....

by the order and direction of the President in the presence of

Signature

Witness Name

Address

**APPENDIX - XVI
(Refer Clause 5)**

FORM OF APPLICATION BY THE CONTRACTOR FOR SEEKING EXTENSION OF TIME

1. Name of contractor
2. Name of work as given in the agreement
3. Agreement no
4. Estimated amount put tender CON 297 Page 27
5. Date of commencement of work as per agreement
6. Period allowed for completion of work as per agreement
7. Date of completion stipulated in agreement
8. Period for which extension of time if has been given by authority in Schedule 'F' previously

letter no. and date	Extension granted	
	Months	Days
(a) 1st extension		
(b) 2nd extension		
(c) 3rd extension		
(d) 4th extension		
(e) Total extension previously given		

9. Reasons for which extension have been previously given (copies of the previous applications should be attached)
10. Period for which extension if applied for
11. Hindrances on account of which extension is applied for with dates on which hindrances occurred and the period for which these are likely to last (for causes under clause 5.2/ and 5.3).

Submitted to the Authority indicated in Schedule F With copy to the Engineer-in-charge and Sub Divisional Officer

Signature of Contractor

Dated

Form of Earnest Money Deposit Bank Guarantee Bond

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

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

- (1) If after tender opening the Contractor withdraws, his tender during the period of validity of tender (including extended validity of tender) specified in the Form of Tender;
- (2) If the contractor having been notified of the acceptance of his tender by the Engineer-in-Charge:
 - (a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to contractor, if required;OR
 - (b) fails or refuses to furnish the Performance Guarantee, in accordance with the provisions of tender document and Instructions to contractor,

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

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

DATE

SIGNATURE OF THE BANK

WITNESS

SEAL

(SIGNATURE, NAME AND ADDRESS)

*Date to be worked out on the basis of validity period of 6 months from last date of receipt of tender

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

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

1. We,.....(hereinafter referred to as "the Bank") hereby undertake to pay to the Government an amount not exceeding Rs. (Rupees..... Only) on demand by the Government.
2. We,..... (indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demure, merely on a demand from the Government stating that the amount claimed as required to meet the recoveries due or likely to be due from the said contractor(s). Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. (Rupees only)
3. We, the said bank further undertake to pay the Government any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Contractor(s) shall have no claim against us for making such payment.
4. We,..... (indicate the name of the Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Engineer-in- Charge on behalf of the Government certified that the terms and conditions of the said agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.
5. We,..... (indicate the name of the Bank) further agree with the Government that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act of omission on the part of the Government or any indulgence by the Government to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).
7. We,.....(indicate the name of the Bank) lastly undertake not to revoke this guarantee except with the previous consent of the Government in writing.
8. This guarantee shall be valid up to unless extended on demand by the Government. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. (Rupees.....) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged. Dated theday offor.....(indicate the name of the Bank)

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

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

1. We,.....(hereinafter referred to as "the Bank") hereby undertake to pay to the Government an amount not exceeding Rs..... (Rupees..... Only) on demand by the Government.
2. We,.....(indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demure, merely on a demand from the Government stating that the amount claimed as required to meet the recoveries due or likely to be due from the said contractor(s). Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. (Rupeesonly)
3. We, the said bank further undertake to pay the Government any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Contractor(s) shall have no claim against us for making such payment.
4. We,.....(indicate the name of the Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Engineer-in- Charge on behalf of the Government certified that the terms and conditions of the said agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.
5. We,..... (indicate the name of the Bank) further agree with the Government that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act of omission on the part of the Government or any indulgence by the Government to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).
7. We,.....(indicate the name of the Bank) lastly undertake not to revoke this guarantee except with the previous consent of the Government in writing.
8. This guarantee shall be valid up to unless extended on demand by the Government.
Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. (Rupees)

REGISTER OF MATERNITY BENEFITS (Clause 19F)

Name and address of the contractor _____

Name and Location of the work _____

Name of the Employee	Father's/ husband's name	Nature of Employment	Period of actual confinement	Date on which notice of confinement given
1	2	3	4	5

Date on which maternity leave commenced and ended				
Date of Delivery/ Miscarriage	In case of delivery		In case of miscarriage	
	Commenced	Ended	Commenced	Ended
6	7	8	9	10

Leave pay paid to the employee				Remarks
In case of delivery		In case of miscarriage		
Rate of leave pay	Amount paid	Rate of leave pay	Amount paid	
11	12	13	14	15

**SPECIMEN FORM OF THE REGISTER, REGARDING MATERNITY BENEFIT ADMISSIBLE TO THE
CONTRACTOR'S LABOUR IN**

Ministry of Health and Family Welfare.

Name and address of the contractor _____

Name and location of the work _____

1. Name of the woman and her husband's name.
2. Designation
3. Date of appointment.
4. Date with months and years in which she is employed.
5. Date of discharge / dismissal, if any.
6. Date of production of certificates in respect of pregnancy.
7. Date on which the woman informs about the expected delivery.
8. Date of delivery / miscarriage / death.
9. Date of production of certificates in respect of delivery / miscarriage.
10. Date with the amount of maternity/ death benefit paid in advance of expected delivery.
11. Date with amount of subsequent payment of maternity benefit.
12. Name of the person nominated by the woman to receive the payment of the maternity benefit after her death.
13. If the woman dies, the date of death, the name of the person to whom maternity benefit amount was paid, the month thereof and the date of payment.
14. Signature of the contractor authenticating entries in the register.
15. Remarks column for the use of inspecting officer.

LABOUR BOARD

Name of work: _____

Name of Contractor: _____

Address of Contractor: _____

Name and address of Government divn. _____

Name of CLIENT Labour Officer: _____

Address of CLIENT Labour Officer: _____

Name of Labour Enforcement Officer: _____

Address of Labour Enforcement Officer: _____

Sl.No	Category	Minimum wage Fixed	Actual wage paid	Number Present	Remarks

Weekly holiday _____

Wage period _____

Date of payment of Wages _____

Working hours _____

Rest interval _____

Form-XIII (See Rule 75)
Register of Workmen Employed by Contractor

Name and address of contractor _____

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

Nature and location of Work _____

Name and address of Principal Employer _____

	1	No. Sl.
	2	Name and surname of Workman
	3	Age and Sex
	4	Father's/husband Name
	5	Nature of employment / designation.
	6	Permanent home address of the workman(Village and Tehsil, Taluka and District)
	7	Local Address
	8	Date of commencement of employment
	9	Signature or thumb impression of the workman
	10	Date of Termination of employment
	11	Reasons For terminations
	12	Remarks

Form-XVI (See Rule 78(2)(a))

Muster Roll

Name and address of the contractor _____

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

Nature and location of work _____

Name and address of Principal Employer _____

For the month of fortnight _____

SI No.	Name of workman	Sex	Father's/ Husband's Name	Dates					Remarks
				1	2	3	4	5	
1	2	3	4	5					6

Form –XVII (See Rule 78(2)(a))

Register of Wages

Name and address of the contractor_____

Name and address of establishment under which contract is carried on_____

Nature and location of work_____

Name and address of Principal Employer_____

Wages period_____Monthly/fortnightly

Sl.No.	Name of workman	Serial No.in the register of workman	Designation of Nature of work done	No. of days worked	Units of work done	Daily rate of wages/piece rate	Basic Wages
1	2	3	4	5	6	7	8

Dearness allowances	Overtime	Other cash payments (Indicate nature)	Total	Deductions (indicate nature)	Net amount paid	Signature or thumb impression	Initial of his representativ
9	10	11	12	13	14	15	16

Wage Card No. _____

Wage Card

Appendix 'VII' (Observe)

Name and address of the contractor Date of issue _____

Name and location of work Designation _____

Name of Workman _____

Month/fortnight-----

Rate of Wages _____

DATE																															
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
Morning																															
Evening																															
Initial																															

Rate _____ Amount_

Received from_ the sum of Rs. _____ on account of my wages.

Signature

The wage card is valid for one month from the date of issue

Form-XIX(See rule 78(2)(b))

Wages Slip

Name and address of the contractor _____

Name and Father's/Husband's name of workman _____

Nature and location of work _____

For the Week/Fortnight/Month ending _____

1. No. of days worked _____

2. No. of units worked in case of piece rate workers _____

3. Rate of daily wages/piece rate _____

4. Amount of overtime wages _____

5. Gross wages payable _____

6. Deduction, if any _____

7. Net amount of wages paid _____

Initials of the Contractors or his representative

Form-XIV (See rule 76)

Employment Card

Name and address of the contractor _____

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

Nature of work and location of work _____

Name and address of Principal Employer _____

1. Name of Workman _____

2. SI No. in the register of workman employed _____

3. Nature of employment/designation _____

4. Wage rate (with particulars of unit in case of piece work) _____

5. Wages period _____

6. Tenure of employment _____

7. Remarks _____

Signature of contractor

Form-XV (See Rule 77)

Service Certificate

Name and address of the contractor _____

Nature and location of work _____

Name and Address of workman _____

Age or date of birth _____

Identification marks _____

Father's/Husband's name _____

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

Name and address of Principal Employer _____

Sl.No.	Total period for which employed		Nature of work done	Wages (with particulars of unit in case of piece work)	Remarks
	From	To			
1	2	3	4	5	6

Signature

LIST OF ACTS AND OMISSIONS FOR WHICH FINES CAN BE IMPOSED

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

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

Form-XII (See Rule 78(2)(d))

Register of Fines

Name and address of the contractor _____

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

Nature and location of work _____

Name and address of Principal Employer _____

Sl.No.	Name of workman	Father's/Husband's name	Designation/nature of employment	Act/Omission For which fine imposed	Date of Offence
1	2	3	4	5	6

Whether workman Showed cause against fine	Name of person in whose presence employees explanation was heard	Wage period and wages payable	Amount of fine imposed	Date on which fine realized	Remarks
7	8	9	10	11	12

Form-XII (See Rule 78(2)(d))

Register of Deduction for Damage or Loss

Name and address of the contractor _____

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

Nature and location of work _____

Name and address of Principal Employer _____

Sl.No.	Name of workman	Father's/Husband's name	Designation/nature of employment	Particulars of damage or loss	Date of damage or loss
1	2	3	4	5	6

Whether workman showed cause against fine	Name of person in whose presence employees explanation was heard	Amount of deduction imposed	No. of instalments	Date of recovery		Remarks
				First instalment	Last instalment	
7	8	9	10	11	12	13

Register of Advances

Name and address of the contractor_____

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

Nature and location of work_____

Name and address of Principal Employer_____

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

Form-XXIII (See Rule 78(2)(e))

Register of Overtime

Name and address of the contractor _____

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

Nature and location of work _____

Name and address of Principal Employer _____

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

Section -6

Formats

GUARANTEE TO BE EXECUTED BY THE CONTRACTOR FOR REMOVAL OF DEFECTS AFTER COMPLETION IN RESPECT OF WATER SUPPLY AND SANITARY INSTALLATIONS

The agreement made this..... Day of Two thousand and between S/O..... (Hereinafter called the GUARANTOR of the one part) and the (herein after called the Client of the other part). WHEREAS THIS agreement is supplementary to the contract. (Herein after called the Contract) dated.....and made between the GUARANTOR OF THE ONE PART AND the Client of the other part, whereby the contractor inter alia, undertook to render the work in the said contract recited structurally stable workmanship and use of sound materials.

AND WHEREAS THE GUARANTOR agreed to give a guarantee to the effect that the said work will remain structurally stable and guarantee against faulty workmanship, finishing, manufacturing defects of materials and leakages etc.

NOW THE GUARANTOR hereby guarantee that work executed by him will remain structurally stable, after the expiry of maintenance period prescribed in the contract for the minimum life of ten years, to be reckoned from the date after the expiry of maintenance period prescribed in the contract.

The decision of the Engineer- in- charge with regard to nature and cause of defects shall be final.

During the period of guarantee the guarantor shall make good all defects to the satisfaction of the Engineer- in- charge calling upon him to rectify the defects, failing which the work shall be got done by the Client 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 if the guarantor fails to make good all the defects, commits breach there-under then the guarantor will indemnify the Principal and his successor against all loss, damage cost expense or otherwise which may be incurred by him by reason of any default on the part of THE GUARANTOR in performance and observance of this supplementary agreement. As to the amount of loss and/or damage and/or cost incurred by the Client the decision of the Engineer in charge will be final and binding on the parties.

IN WITNESS WHEREOF those presents have been executed by the obligator. And by for and on behalf of the Client on the day, month and year first above written. Signed sealed and delivery by OBLIGATOR in the presence of:

- 1
- .
- 2

SIGNED FOR AND ON BEHALF OF ----- BY..... in the present of:

- 1
- .
- 2
- .

**GUARANTEE BOND TO BE EXECUTED BY THE CONTRACTOR FOR
WATERPROOFING TREATMENT FOR BASEMENT/TERRACE/TOILETS.**

The agreement made this _____ day of two thousand and _____ between S/o _____ (hereinafter called the GUARANTOR of the one part) and the ----- (hereinafter called the Client of the other part).

WHEREAS this agreement is supplementary to a contract. (Herein after called the Contract) dated _____ and made between the GUARANTOR OF THE ONE PART AND the Client of the other part, whereby the contractor inter alia, undertook to render the structures in the said contract of the work in the said contract recited completely water and leak proof.

THE GUARANTOR hereby guarantee that the water proofing treatment given by him will render the structures completely leak proof and the minimum life of such water proofing treatment shall be ten years to be reckoned from the date after the expiry of maintenance period prescribed in the contract. Provided that the guarantor will not be responsible for leakage caused by earthquake or structural defects.

The decision of the Engineer in charge with regard to cause of leakage shall be final. During the period of guarantee the guarantor shall make good all defects and in case of any defects being found render the structure 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 notice from the Engineer in charge calling upon him to rectify the defects, failing which the work shall be got done by the Client through 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 if the guarantor fails to execute the water proofing, or commits breach there-under then the guarantor will indemnify the Principal and his successor against all loss, damage, cost of expenses or otherwise which may be incurred by him by reason of any of any default on the part of the GUARANTOR in performance and observance of this supplementary agreement.

As to the amount of loss and/or cost incurred by the Client on the decision of the Engineer in charge will be final and binding on the parties.

IN WITNESS WHEREOF those presents have been executed by the obligator _____ and by _____ by for and on behalf of ----- on the day, month and year first above written.

Signed sealed and delivered by OBLIGATOR in presence of:

1. _____ 2. _____

SIGNED FOR AND ON BEHALFOF ----- BY _____

In presence of:

1. _____ 2. _____

Annexure – I**A-List of Equipment for Field Testing Laboratory (Minimum)**

S. No	
1	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 gms.
2	Ovens-electrically operated thermostatically controlled upto 1100C – sensitivity 10 C.
3	Sieves: as per IS 460-1962.
(i)	I.S. sieves – 450mm internal dia, of sizes 100mm, 80mm, 63mm, 50mm, 40mm, 25mm, 20mm, 12.5mm, 10mm, 6.3mm, 4.75mm, complete with lid and pan
(ii)	I.S. sieves – 200mm internal dia (brass frame) consisting of 2.36mm, 1.18mm, 600 microns, 425 microns, 300 microns, 212 microns, 150 microns, 90 microns, 75 microns, with lid and pan.
4	Sieve shaker capable of 200 mm and 300 mm dia sieves, manually operated with timing switch assembly.
5	Equipment for slump test – Slump cone, steel plate, tamping rod, steel scale, scoop.
6	6. Dial gauges, 25 mm travel – 0.01 mm/ division least count – 2 nos.
7	7. 100 tonnes compression testing machine, electrical-cum manually operated.
8	8. Graduated measuring cylinders 200 ml capacity – 3 Nos.
9	9. 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 – 2 nos.
10	Cube Mould – as per requirement
	Note: The above list is indicative and is bare minimum. However Contractors are advised to provide Laboratory Testing Equipment in required number so that Quality of work does not suffer due to shortage of Equipment.

B-Field Testing Instruments (Minimum)

S.No.	
1	Steel tapes – 3m
2	Vernier calipers
3	Micrometer screw gauge-25 mm
4	A good quality plumb bob
5	Spirit level, minimum 30 cms long with 3 bubbles for horizontal vertical
6	Wire gauge (circular type) disc
7	Foot rule
8	Long nylon thread
9	Rebound hammer for testing concrete
10	Dynamic penetrometer
11	Magnifying glass
12	Screw driver 30 cms long
13	Ball pin hammer, 100 gms
14	Plastic bags for taking samples
15	Moisture meter for timber
16	Earth resistance tests (for Electrical Divisions)
17	Meggar (for Electrical Divisions)

Note: The above list is indicative and is bare minimum. However Contractors are advised to provide Field Testing Equipment in required number so that Quality of work does not suffer due to shortage of Equipment.

INTEGRITY PACT
(Rs. 100/- Stamp Paper)

Sports Authority of India intends to award of the
..... vide NIT No.
..... with all relevant laws and regulations and the principles
of economical use of resources and of fairness and transparency in its relation with its
Bidders.

In order to achieve these goals, we,..... hereby
enter into this 'Integrity Pact' which will form a part of the bid.

We,..... will not misrepresent facts or furnish false
/ forged documents / information in order to influence the bidding process or the execution
of the contract to the detriment of SAI.

If we, in any act or form, before
award of the contract have committed a serious transgression through a violation or in any
other form such as to put our reliability or credibility into question, SAI may after following
due procedures also exclude us from future contract award processes and SAI may
forfeit the EMD under the bid. We understand and agree that in the event of finding false
/ forged documents submitted in the bidding process at any stage, the award of contract
will be terminated and the Performance Guarantee will be forfeited as penalty for the
damage caused besides resorting to other remedies under the contract.

Place: (For & on behalf of Bidder)

Date:

Witness 1:

Name & Address:.....

.....

Witness 2:

Name & Address :

.....

PROFORMA OF SCHEDULES

(Operative Schedules)

SCHEDULE 'A'		
	Schedule of Quantities (BOQ)	Attached as "Schedule of Quantities"
SCHEDULE 'B'		
	Schedule of Materials to be issued to the Contractor	Nil – No material to be issued to the Contractor
SCHEDULE 'C'		
	Tools and plants to be hired to the contractor	NIL - No tools and plants to be hired to the Contractor
SCHEDULE 'D'		
	Extra schedule for specific requirements/ document for the work, if any.	Nil
SCHEDULE 'E'		
	Reference to General Conditions of Contract	
	Name of Work	Repairing & Maintenance of Clay /Outdoor Courts (Kho – Kho, Kabaddi, Tennis, Volleyball) at SAI, NSSC, Bangalore
	Estimated cost of work:	As per NIT
	Earnest money:	As per NIT
	Performance Guarantee:	3% of Accepted Tendered Value
	Security Deposit:	2.5% of Accepted Tendered Value
SCHEDULE 'F'		
	GENERAL RULES & DIRECTIONS	
	Officer inviting bid	The Regional Director I/C, Sports Authority of India, Netaji Subhas Southern Centre, Mysore Road, Bangalore – 560056.
	DEFINITIONS	
1	Authority executing the agreement on behalf of SAI	Authority duly authorized by the Regional Director I/C, NSSC, Bangalore.
2(iii)	Accepting Authority	The Regional Director I/C, NSSC, Bangalore.
2 (v)	Department	SAI, NSSC, Bangalore
2(vi)	Engineer – In – Charge	Authorized Representative of SAI
2(xiii)	Percentage on cost of materials and labour to cover all Overheads and profits.	15%
2(xvi)	Standard Schedule of Rates	Latest CPWD Schedule of Rates, with up to date correction slips
	CLAUSES OF CONTRACT	
Clause 1	(i) Time allowed for submission of Performance Guarantee from the date of issue of letter of acceptance	7 days
	(ii)Maximum allowable extension beyond the period provided in (i) above	7 days
Clause 2	Authority for fixing compensation under Clause 2.	The Regional Director I/C, SAI, NSSC, Bangalore
	Whether Clause 2A shall be applicable	No
	Authority for deciding incentive under Clause 2A.	Not Applicable
Clause 5	Time Allowed for execution of Works	75 Days
	Number of days from the date of issue of letter of acceptance for reckoning date of Start	7 Days

	Authority to decide shifting of date of start in case of delay in handing over of site.	The Regional Director I/C, SAI, NSSC, Bangalore
	Authority for deciding Extension of Time	
Clause 10A	List of testing equipment to be provided by the contractor at site laboratory.	As per Annexure
Clause 10B	Whether Clause 10 B (i) shall be applicable	No
	Whether Clause 10 B (ii) shall be applicable	No
Clause 10C	Component of labour expressed as per-cent of value of work	25%
Clause 10CA	Material covered under this clause	NIL
Clause 10CC	Whether Clause 10 CC shall be applicable	NIL
Clause 11	Specifications to be followed for execution of work	Latest CPWD Specifications for Civil, Electrical and all other works with up to date correction slips for all sub heads of work as applicable, and, IS Specifications wherever applicable.
Clause 16	Competent Authority for deciding reduced rates	The Regional Director I/C, SAI, NSSC, Bangalore
Clause 35	Authority having option of terminating the Contract in event of death of Contractor	The Regional Director I/C, SAI, NSSC, Bangalore

SPECIAL CONDITIONS OF CONTRACT

1.0 Scope of Work

The scope of work is to carry out the Repairing & Maintenance of Clay /Outdoor Courts (Kho – Kho, Kabaddi, Tennis, Volleyball) at SAI, NSSC, Bangalore as per BoQ and directions of Engineer In Charge.

2.0 Address of site

The site is located at **SAI, Netaji Subhas Southern Centre, Mysore Road, Bangalore – 560056.**

3.0 Dimension and Levels

All dimensions and levels shown on the drawing shall be verified by the contractor on the site and he will be held responsible for the accuracy and maintenance of the entire dimension and the levels.

Figured dimensions are in all cases to be accepted and no dimension shall be scaled. Large-scale details shall take precedence over small – scale drawing. In case of discrepancy the contractor shall ask for clarification from the Client before proceeding with the work.

4.0 Notice of Operation

The contractor shall not carry out any important operation without the consent in writing from the client.

5.0 Construction Records

The contractor shall keep and provide to the Client full and accurate records of the dimension and positions of all new work and any other information necessary to prepare complete drawings recording details of the work as constructed.

6.0 Temporary Works

Before any temporary works are commenced, the contractor shall submit at least 3 days in advance to the client for approval complete drawings of all temporary works he may require for the execution of the works. The contractor shall carry out the modifications relating to strength, if required by the may require in accordance with the conditions of contract at his own cost. The contractor shall be solely responsible for the stability and safety of all temporary works an unfinished works and for the quality of the permanent works resulting from the arrangement eventually adopted for their execution.

7.0 Water, Power and Other Facilities

- a) The rate quoted by the contractor shall include all expenses that are required for providing all the water required for the work and the contractor shall make his own arrangements for the supply of good quality water suitable for the construction and good quality drinking water for their workers. If necessary, the contractor has to sink a tube well / open well and bring water by means of tankers at his own cost for the purpose. The SAI will not be liable to pay any charges in connection with the above.

Contractors have to make his own arrangement for the water as directed for local authorities for the furnishing / construction purpose and in no case contractor will be allowed to use the water available / source of water available in SAI premises.

The rate quoted in the tender shall include the expenses for obtaining and maintaining power connections and shall pay for the consumption charges.

The contractors for other trades directly appointed by the SAI shall be entitled to take power and water connections from the temporary water and power supply obtained by the contractor. However, the concerned contractor shall make their own arrangements to draw the supply and pay directly the actual consumption charges at mutually agreed rates between them. All municipal charges for drainage and water connection for construction purposes shall be borne by the contractor and charges payable for permanent connections, if any, shall be initially paid by the contractor and the SAI will reimburse the amount on production of receipts.

- b) The SAI shall give all possible assistance to the contractors to obtain the requisite permission from the various authorities, but the responsibility for obtaining the same in time shall be of the contractor.

8.0 Temporary Services

The Contractor shall provide and maintain all temporary services on or about the site, if any required for the execution of the works and shall remove them on completion.

9.0 Office Accommodation

- a) The contractor shall provide and maintain all necessary offices, workshops, stores, shelters, sanitary facilities, canteens and other temporary structures for themselves in connection with the work at the site at own cost after getting the approval of Site Management Plan from Engineer – In - Charge.
- b) All temporary buildings and facilities as mentioned above shall be removed on completion of the work or at any other earlier date as directed by the client without any extra cost. All the expenses for obtaining statutory approvals and maintenance of the above facilities as well as running expense shall be borne by the contractor at no extra cost. It is also the responsibility of the contractor to obtain statutory approvals for providing the above facilities.

10.0 Facilities for Contractors' Employees

The contractor shall make his own arrangement for the housing and welfare of his staff and workmen including adequate drinking water facilities. The contractor shall also make his arrangements at his own cost for transport where necessary for his staff and workmen to and from sites of the works. The necessary drinking water and sanitary facilities for Employer's & Architect / PMCs representative, staff & labour & visitors at site shall be provided and maintained by the contractor at no extra cost.

11.0 Lighting of Works

The contractor shall at all times provide adequate and approved lighting as required for the proper execution and supervision and inspection of works.

12.0 Site Order Book.

A site order book shall be maintained at site for the purpose of quick communication between the Contractor and client. Any communication relating to the works may be conveyed through Records in the site order book. Such a communication from one party to the other shall be deemed to have been adequately served in terms of contract. Each site order book shall have machine numbered pages in triplicate and shall carefully maintained and preserved by the contractor and shall be made available to the client as and when demanded. Any instruction which the client may like to issue to the contractor or the contractor may like to bring the client

may like to issue to the Contractor or the Contractor may like to bring to the client two copies of such instructions shall be taken from the site order book and one copy will be handed over to the party against proper acknowledgment and the second copy will be retained for their record.

13.0 Site Meetings

Site meetings will be held to review the progress and quality evaluation. The contractors shall depute a senior representative along with the site representative staff of approved sub-contractors and suppliers as required to the site meetings and ensure all follow up actions. Any additional review meetings shall be held if required by the Engineer – In - Charge.

14.0 Disposal of Refuse

The contractor shall cart away all debris, refuse etc. arising from the work from the site and deposit the same as directed by the Client at his own cost. It is the responsibility of the contractor to obtain from the local authorities concerned to the effect that all rubbish arising out of contractor's activities at the construction site or any other off-site activities borrow pits has been properly disposed off.

This certificate from the authority shall be dated not later than the (last) Certificate of Completion of Works and is to be enclosed with the Payment Certificate in which the Contractor requests for payment of any Retention money due to him.

15.0 Contractor to Verify Site Measurement

The contractor shall check and verify all site measurements whenever requested by other specialist's contractors of other sub contractors to enable them to prepare their own shop drawings and pass on the information with sufficient promptness as will not in any way delay the works. A copy of all such information passed on shall be given to the SAI representative.

16.0 Approved Make/ Agencies

The Contractor shall provide all materials from the list of approved makes or as mentioned in BOQ and also appoint the specialist agency from the approved list / BOQ as provided in the Tender. The Employer may approve any make / agency within the approved list / BOQ after inspection of their samples / mock-ups and after ascertaining their spare capacities and recent past performances.

The items which are not covered in the List of Approved Makes shall be as per Samples approved by the SAI.

Colours or type if not mentioned elsewhere shall be as approved by the SAI.

18.0 Procurement of Materials

The Contractor shall make his own arrangements to procure all the required materials for the work. All wastage's and losses in weight shall be to the contractors account.

19.0 i) Excise and sales, service Taxes, Work Contract Taxes, Levies etc.

The contractors shall pay and be responsible for payment of all taxes, duties, levies, royalties, fees cess, or charges in respect of the works including but not limited to excise duty and octroi, payable in respect of materials, equipments plant and other things required for the contract **including GST**. All of the aforesaid taxes, duties, levies, fees and charges shall be to the contractors account and the Employer shall not be required to pay any additional or extra amount on this account. Variation of taxes, duty fees, levies etc if any, till completion of work shall be

deemed to be included in the quoted rates and no extra amount on this account will in any case be entertained.

ii) If a new tax or duty or levy or cess or royalty or octroi is imposed under as statue or law during the currency of contract the same shall be borne by the contractor.

20.0 ESCALATION

The rate quoted shall be firm throughout the tenure of the contract (including extension of time, if any, granted) and will not be subject to any fluctuation due to increase in cost of materials, labour, sales tax, excise duty, and octroi, etc., unless specifically provided in these documents. Variation clause enclosed in the tender.

21.0 Guarantee and Maintenance during Defect Liability Period.

In pursuant to Clause no. 17 of GCC, the contractor shall guarantee all materials furnished and workmanship for a period of 365 days from the date of virtual completion of work i.e during Defect Liability Period. All failed parts or parts exhibiting unusual wear and tear during guarantee period shall be replaced without any cost to the Owner, and such replacement shall be factory approved new, equal or better than original. All labour, tools, materials, transportation, insurance, etc. required in performance of guarantee work shall be at the contractor's expense.

22.0 Project Execution and Management

In pursuant to Clause of GCC, the Sr. Representative shall be assisted by adequate number of Engineers / Supervisors at site on full time basis.

For quality control and monitoring of workmanship, contractor shall assign at least one full time Engineer who would be exclusively responsible for ensuring strict quality control, adherence to specifications and ensuring top class workmanship.

23. Tools and Tackles

All tools, tackles, supports, scaffolding and staging etc. required for erection and assembly of the equipment and installation covered by the contract shall be provided by the Contractor himself. In addition, all other materials such as foundation bolts, nuts etc. required for the installation of the equipment shall also be provided by the contractor at his cost.

24. Safety Precautions

1) A competent and authorized supervisor shall be on the site whenever the contractor's men are at work. The supervisor should ensure that all plant and machinery used on the site are rendered safe for working and meet with the Indian or International safety standards applicable for the use and operation of such machinery. The supervisor should also ensure that the workmen at site are made to use safety appliances such as safety belts, lifelines, helmets etc.

2) Smoking shall be altogether strictly prohibited in all areas of work as well as where combustible and inflammable goods / materials are stored or lying about.

3) Any hot job such as welding, soldering, gas cutting shall not be carried out without the permission of the SAI. Such jobs shall not be carried out where inflammable materials are stored or lying about.

All electric connections shall be through adequately sized mechanically protected cables without any joints and with proper and adequate terminals boxes. All power supplies shall be through properly rated fuses with isolating devices. No such hot jobs shall be carried out on holidays and without the presence of the Contractor's Supervisor and Owners permissions.

4) It is entirely the responsibility of the Contractor to practice the principles of 'SAFETY FIRST' during the entire tenure of work with adequate insurance covering injury or death to workmen, loss by theft or damage to materials and property and third party.

5) The Contractor should clear the site of all debris every day to avoid accidents. In case this is not done, the Owners may engage necessary labour to maintain the cleanliness of the premises and removal of debris and recover all or part of the expenditure so incurred from the Contractor.

6). Contractor shall at his own cost ensure that all of his personnel, employees, work men and other associated persons working with him at site are adequately insured as per labour laws and statutory provisions. The Contractor shall be responsible for all injuries / damages to men, materials and properties etc. which may arise from the operations or negligence of himself and / or his sub contractors and indemnify the Owners for all such expenses which shall be solely to contractor's own account.

7) Contractor shall at his own cost, provide and maintain a full-fledged first-aid-box to give immediate medical aid to the workers / supervisory staff, in case of emergencies.

8) The contractor shall carry out the work strictly as per the safety aspects.

25. Technical Audit

The Employer shall have a right to cause a technical examination and audit of work and running and final bills of the contractor including all supporting vouchers, abstract etc. to be made at the time of the bill. If as a result of this examination or otherwise any sum is found to have been overpaid in respect of any work done by the contractor under the contract the contractor shall be liable to return the amount of over payment and it will be lawful for the employer to recover the same from any sum or sums due to him and 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 the contract, the amount of such under payment shall be duly considered / paid by the employer.

Any sum of money due and payable to the contractor (including security deposit returnable to him) under this contract may be appropriated by the Employer and set off against any claim of the Employer for the payment of a sum of money arising out of or under any other contract made by the Contractor with the Employer.

26.0 Special Conditions

26.01 The Contractor shall keep himself fully informed of all acts and laws of the Central & State Employers, all local bye laws, ordinances, rules and regulations, all orders, decrees of statutory bodies, tribunals having any jurisdiction or authority, which in any manner may affect those engaged or employed on the work or which any way affect the execution of work. Contractor shall at all times, observe and comply with all such laws, ordinances, rules, regulations, orders and decrees, and shall give all notices and pay out of his own money any fees or charges to which he may be liable. He shall protect and indemnify the employer and its officers and employees against any claim or liability arising out of violations of any such law, ordinances, legislations, order or decree, whether by himself or by his employees & authorized representatives. The Contractor shall also adhere to all traffic restrictions notified by the local authorities. All statutory taxes, levies, charges (including water and sewerage charges, charges for temporary service connections and / or any other charges) payable to such authorities for carrying out the work, shall be borne by the Contractor. Nothing extra shall be payable on these accounts. The fee payable to statutory authorities for obtaining the various permanent service connections and Occupancy certificate for the building shall be borne by the Employer.

a) INSURANCE POLICIES

Before commencing the execution of work, the Contractor shall, without in any way limiting his obligations and liabilities, insure at his own cost and expense against any damage or loss or injury, which may be caused to any person or property, at site of work. The Contractor shall obtain and submit to the SAI proper Contractor All Risk Insurance Policy for an amount 1.25

times the contract amount for this work, with SAI as the first beneficiary. The insurance shall be obtained in joint names of SAI and the Contractor (who shall be second beneficiary). Also, he shall indemnify the Employer from any liability during the execution of the work. Further, he shall obtain and submit to the SAI, a third party insurance policy for maximum Rs.10 lakh for each accident, with SAI as the first beneficiary. The insurance shall be obtained in joint names of SAI and the Contractor (who shall be second beneficiary). The Contractor shall, from time to time, provide documentary evidence as regards payment of premia for all the Insurance Policies for keeping them valid till the completion of the work. The Contractor shall ensure that similar Insurance Policies are also taken by his Sub-Contractors / specialized agencies. The Contractor shall however be responsible, to the Employer, for any claim or loss resulting from the failure of his Sub-Contractors / specialized agencies in obtaining such Insurance Policies. Without prejudice to any of its obligations and responsibilities specified above, the Contractor shall within 10 days from the date of Work Order of the tender and thereafter at the end of each quarter submit a report to the Employer giving details of the Insurance Policies along with Certificate of these insurance policies being valid, along with documentary evidences as required by the SAI representative. No work shall be commenced by the Contractor unless he obtains the Insurance Policies as mentioned above. Also, no payment shall be made to the Contractor on expiry of insurance policies unless renewed by the Contractor. Nothing extra shall be payable on this account. No claim of hindrance (or any other claim) shall be entertained from the contractor on these accounts.

b) WARNING / CAUTION BOARDS

The contractor shall take all precautions to avoid accidents. All temporary warning / caution boards / glow signages display such as "Construction Work in Progress", "Keep Away", "No Parking", Diversions & protective Barricades etc. shall be provided and displayed during day time by the Contractor, wherever required and as directed by the SAI representative. These glow signages and red lights shall be suitably illuminated during night also. The Contractor shall be solely responsible for damage and accident caused, if any, due to negligence on his part. Also he shall ensure that no hindrance, as far as possible, is caused to general traffic during execution of the work. These signages shall be dismantled & taken away by the Contractor after the completion of work, only after approval of the SAI. Nothing extra shall be payable on this account.

c) SIGN BOARDS

The Contractor shall provide and erect a display board of size and shape as required and paint over it, in a legible and workman like manner, the details about the salient features of the project, as required by the SAI. The Contractor shall fabricate and put up a sign board in an approved location and to an approved design indicating name of the project, client / owner, architects, structural consultants, Employer etc. besides providing space for names of other Contractors, Sub-Contractors and specialized agencies. Nothing extra shall be payable on this account.

26.02 Safety, Health and Environment

In respect of all workmen directly or indirectly employed in the work for the performance of the contractor's part of this agreement, the contractor shall at his expense arrange for the safety provisions as per Indian Standard Safety codes IS: 7969, 8989, 3696 (Part-I &II), 3764, 4081, 4138, 5121, 5916, 7293, 7969 and shall at his own expense provide for all facilities in connection there with. In case the contractor fails to make arrangement and provide necessary facilities, the SAI shall be at liberty to make arrangement and provide facilities as aforesaid and recover the cost incurred on that behalf from the contractor, and no claims what so ever shall be entertained.

Details regarding some special provisions to be followed by contractor are as follows:

26.03 Usage of quality Personal Protection Equipments (PPEs) through approved vendors. PPEs would include amongst others the following items:

- a) Safety Helmets.
- b) Hearing Protection.
- c) Respiratory Protection.
- d) Eye Protection.
- e) Protective Gloves.
- f) Safety Footwear.
- g) High Visibility Clothing (Jacket)

All the items should get approved before issued to the use in the work.

The contractor shall provide all the PPE (Personnel Protective Equipment) and safety appliances required to carry out the job to all the workmen deployed by the contractor and also ensure that his workmen use those PPE and safety appliances while on the job. The contractor shall not pay any cash amount in lieu of PPE to the workers/sub-contractors and expect them to buy and use during work. If the contractor fails to ensure provision of safety appliances and its workmen do not use the PPE and safety appliances as needed for safe working, the employer may ask the contractor to stop the work and comply with safety requirements first. The contractor shall at all time maintain a minimum of 10% spare PPEs and safety appliances and properly record and show to the employer during the inspections. Failing to do so shall invite fulfilling the deficiencies by the SAI at the risk and cost of the contractor.

26.04 Working at Height

Contractor shall ensure that work at height is properly planned for any emergencies and rescue appropriately supervised, and carried out in a manner, which is reasonably practicable safe. Contractor shall ensure that work at height is carried out only when the weather conditions do not jeopardise the health or safety of persons involved in the work. Guardrail, Toe-board, Barrier or similar collective means of protection shall be of sufficient dimensions, of sufficient strength and rigidity for the purposes for which they are being used, and otherwise suitable.

Working Platform shall be of sufficient dimensions to permit the safe passage of persons and the safe use of any plant or materials required to be used and to provide a safe working area having regard to the work being carried out there. Possess a suitable surface and, in particular, be so constructed that the surface of the working platform has no gap through which a person, material or object could fall and injure a person. A working platform and any supporting structure shall not be loaded so as to give rise to a risk of collapse or to any deformation, which could affect its safe use. Strength and stability calculations for scaffolding shall be carried out by the contractor. The dimensions form and layout of scaffolding decks shall be appropriate to the nature of the work to be performed and suitable for the loads to be carried and permit work and passage in safety.

A personal fall protection system designed for use with an anchor shall be securely attached to at least one anchor, and each anchor and the means of attachment thereto shall be suitable and of sufficient strength and stability for the purpose of supporting any foreseeable loading. Suitable and sufficient steps shall be taken to prevent any person falling or slipping from a personal fall protection system. Any other steps in the opinion of SAI suggested will also be taken in Protection system

Only metal ladders shall be allowed. Any surface upon which a ladder rests shall be stable, firm, of sufficient strength and of suitable composition safely to support the ladder so that its rungs or steps remain horizontal, and any loading intended to be placed on it. A ladder shall be so positioned as to ensure its stability during use. A suspended ladder shall be attached in a secure manner and so that, with the exception of a flexible ladder, it cannot be displaced and swinging is prevented. No interlocking or extension ladder shall be used unless its sections are prevented from moving relative to each other while in use.

26.05 Site Electrician / Other Electrical Personnel: The contractor shall engage qualified and competent electricians and other electrical personnel while working on electrical lines (which may be High Tension, Medium Tension and Low Tension electrical lines) for safe execution of contract. The electricians and other electrical personnel must possess requisite certificate issued from competent authority. Using exposed naked loose joints, inserting of bare wire into socket, improper grounding for appliances, exposed circuits on work place etc. shall not be permitted.

Rating of fuses and circuit breakers used for the protection of circuits should be coordinated. Flexible cords with a conductor cross sectional area smaller than 1.5 mm² should not be used. Socket outlets, Plugs and Cable coupler should be of the water splash proof type, so minimum IP 44 panel boards are required in construction sites. Overhead cabling should provide for a minimum ground clearance of at least 5.2 meters.

The contractor shall employ qualified, full time Electricians / Electrical Supervisors to maintain his temporary electrical installation. Use approved perimeter markings to isolate restricted areas from designated work areas and entryways. Erect them before work begins and maintain them for the duration of work. Approved perimeter marking must be Install red barrier tape printed with the words "DANGER—HIGH VOLTAGE" approximately 1 to 1.5 meter above the floor or work surface or Install a barrier of yellow or orange synthetic rope 1 to 1.5 meter from the floor with standard danger signs. Any steps suggested by SAI shall be complied with by the contractor.

26.06 Welding and Cutting

Gas cylinders in use should be kept upright on a custom-built stand or trolley fitted with a bracket to accommodate the hoses and equipment or otherwise secured. The metal cap should be kept in place to protect the valve when the cylinder is not connected for use. Non-return valve and Flashback arrester shall be fixed at both end of cylinder and torch. Domestic LPG cylinders shall not be used for Gas welding and Cutting purpose. DCP or CO₂ type Fire Extinguisher not less than 5 kg shall be fixed at or near to welding process zone in an easily accessible location. Fire Extinguisher should confirm to IS 2190: 1992. Welding grounds and returns should be securely attached to the work by cable lugs, by clamps in the case of stranded conductors, or by bolts for strip conductors. The ground cable will not be attached to equipment or existing installations or apparatus.

26.07 Prevention of Nuisance and Pollution

The contractor shall take all necessary precautions to prevent any nuisance or inconvenience to the owners, tenants or occupiers of adjacent properties and to the public in general and to prevent any damage to such properties, roads and any pollution of streams, environment and waterways. He shall make good at his own cost and to the satisfaction of the SAI representative,

Any damage to roads, paths, drainage works or public or private property whatsoever caused by 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 SAI at no extra cost.

The Contractor shall do proper sequencing of the various activities by suitably staggering the activities within various pockets in the plot so as to achieve early completion. The agency may deploy adequate equipments, machinery and labour as required for the completion of the entire work within the stipulated period specified. Also ancillary facilities shall be provided commensurate with requirement to complete the entire work within the stipulated period. Nothing extra shall be payable on this account. Adequate number/sets of equipments in working condition, along with adequate stand-by arrangements, shall be deployed during entire construction period. It shall be ensured by the Contractor that all the equipments, Tools & Plants, machineries etc provided by him are maintained in proper working conditions at all times during the progress of the work and till the completion of the work. Further, all the constructional tools, plants, equipments and machineries provided by the Contractor, on site of work or his work shop for this work, shall be exclusively intended for use in the construction of this work and they shall not be shifted / removed from site without the permission of the SAI representative.

27.0 DISPLAY PERMISSIONS

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 his site office.

28.0 REMOVAL OF 'MULBA' ETC. FROM SITE

The Contractor shall not stack building material / malba / muck on the land or road of the local development authority or on the land owned by the others, as the case may be. So the muck, rubbish etc. shall be removed periodically as directed by the SAI representative, from the site of work to the approved dumping grounds as per the local byelaws and regulations of the concerned authorities and all necessary permissions in this regard from the local bodies shall be obtained by the Contractor. Nothing extra shall be payable on this account. In case, the Contractor is found stacking the building material / melba as stated above, the Contractor shall be liable to pay the stacking charges / penalty as may be levied by the local body or any other authority and also to face penal action as per the rules, regulations and bye-laws of such body or authority. The SAI representative shall be at liberty to recover, such sums due but not paid to the concerned authorities on the above counts, from any sums due to the Contractor including amount of the Security Deposit and performance guarantee in respect of this contract agreement.

29.0 COORDINATION WITH OTHER AGENCIES

The Contractor shall conduct his work so as not to interfere with or hinder the progress of the work being performed by other Contractors or by the SAI representative. As far as possible, he shall arrange his work and place, so as not to interfere with the operations of other Contractors or shall arrange his work with that of the others, in an acceptable and coordinated manner and shall perform it in proper sequence.

30.0 The Contractor shall employ daily workers for cleaning / sweeping the site and building under construction. Site and its surrounding shall be neat and clean. Water shall be sprinkled whenever required to keep the dust level to minimum.

35. INCIDENTAL CHARGES

For all items of work, the entire incidental charges of any kind including cartage, storage, wastage and safe custody of material etc. shall be borne by the Contractor and no claim of any kind, whatsoever, shall be entertained on this account.

36.0 STORAGE OF MATERIAL AT SITE

No inflammable materials including P.O.L shall be allowed to be stored in huge quantity at site. Only limited quantity of P.O.L may be allowed to be stored at site subject to the compliance of all rules / instructions issued by the relevant authorities and as per the direction of SAI representative in this regard. Also all precautions and safety measures shall be taken by the Contractor for safe handling of the P.O.L products stored at site. All consequences on account of unsafe handling of P.O.L shall be borne by the Contractor.

37.0 NO WAIVING OF LEGAL RIGHTS AND POWERS

The SAI representative 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 SAI representative 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.

38.0 FINAL TESTING OF THE INSTALLATION

The Contractor shall demonstrate trouble free functioning of all the Civil and E & M installations and services. The SAI representative or his authorized representatives shall carry out final inspection of the various Civil and E & M services and installations. Any defect(s) noticed during

demonstration shall be rectified by the Contractor at his own cost to the entire satisfaction of the SAI . Nothing extra shall be payable on this account.

39.0 Existing Services

Existing drains, pipes, electricity cables, overhead wires and telephone cables, sewer lines, water lines and similar services encountered in the course of the execution of the work shall be protected / maintained against the damage by the contractor. 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. In case temporary shifting / supporting of such services is required to facilitate the work, the same shall be done by the contractor at no extra cost. The decision of the SAI representative in this regard shall be final and binding.

All works pertaining to services including rerouting / diversion of services, routine testing, installation etc., completed in one or more than one process shall be subject to examination and approval to each stage thereof by the SAI or concerned employer as would be notified by the SAI or his authorized representative when such stage is ready. In default of such notice the SAI representative shall be entitled to appraise the quantity and extent thereof and the decision of SAI representative or his authorized representative in this regard shall be final and binding.

For utilities which are required to be removed or permanently shifted to new position, in the opinion of the SAI representative, shall be removed/ shifted by the contractor in consultation with the service provider agency. Payment for this shall be made as per terms and conditions of the contract. No claim for delay or otherwise due to above reasons shall be entertained on this account

- 41.0 The contractor shall be responsible for the true and proper setting out of building components of the work in coordination with the SAI or his authorized representative. The contractor shall be responsible for the correctness of the position, levels, dimensions, and alignments of all the parts of the structure and for arrangement of all necessary instruments, appliances and labour in connection there with. If at any time, during the progress of the works, any error appears or arises in the position levels, dimensions or alignment of any part of the works, the contractor, on being required to do so by the SAI representative shall at his own expense rectify such error to the entire satisfaction of SAI representative. The checking of any setting out of any line or level by the SAI or his authorized representatives shall not relieve in anyway, the contractor of his responsibility for the correctness there of and the contractor shall carefully protect and preserve all bench marks, site details pegs and other things used in the setting out and construction of works. All duties concerning establishment of a set of bench marks , permanent theodolite stations, centre line pillars etc including all materials tool, plants, equipment, labour etc. for performing all the functions necessary and ancillary there to at the commencement and during the progress of the work, till physical completion of all the types of the work in question shall be carried out by the contractor at his own cost.
- 42.0 The contractor shall have to deploy adequate well experienced technical staff for the work. A list of staff along with their designation, experience and duties shall be displayed at site of work.
- 43.0 The contractor shall submit to the SAI the following reports.
- a) Weekly progress report.
 - b) Programme of works, material & labour required for the work.
 - c) List of plants & equipment proposed to be deployed.
- 44.0 Reference made to any Indian standard specification in these documents, shall imply reference to the latest version of that standard including such revision / amendments as issued by the Bureau of Indian Standards at the time of opening of tenders. The contractor shall have to keep all relevant publications / specification at the site.
- 46.0 The contractor shall verify all dimensions at site and bring to the notice of the SAI all discrepancies or deviations noticed. Decisions of the SAI shall be final in this regard.

- 47.0 The contractor shall give performance tests of the entire installation(s) as per specifications before the work is finally accepted and nothing extra whatsoever shall be payable to the contractor for these performance tests.
- 48.0 The contractor shall be responsible for the watch and ward of the building safety of all fittings and fixtures including sanitary and water supply fittings and fixtures provided by him against pilferage and breakage during the period of installation and till completion is recorded by competent authority
- 49.0 The contractor shall be bound to follow the instructions and restrictions imposed by the Administration / Police authorities on the working and /or movement of labour, materials etc. and nothing extra shall be payable on this account or due to less/ restricted working hours or any detours in movement of vehicles

50.0 Acceptance of Tender

The Employer shall have the right to reject any or all tenders without assigning any reason. They are not bound to accept the lowest or any tender and the tenderer shall have no right to question the acts of the Employer. However, the adequate transparency would be maintained by the Employer.

ADDITIONAL CONDITIONS OF CONTRACT

1. COMPLETENESS OF TENDER :-

All sundry fittings, assemblies, accessories, hardware items, foundation bolts, termination lugs for electrical connections as required, and all other sundry items which are useful and necessary for proper assembly and efficient working of the various components of the work shall be deemed to have been included in the tender, whether such items are specifically mentioned in the tender documents or not.

2. RATES: -

The rates tendered shall be for complete items of work inclusive of Cost of material, erection, connection, testing, labour, supervision, tool & plants, storage, contingencies, breakage, wastage, execution at any level & height, all taxes (including works contract tax, if any), duties, and levies etc. and all charges for items contingent to the work, such as, packing, forwarding, insurance, freight and delivery at site for the materials to be supplied by the contractor.

3. The contractor shall quote for the best of the materials specified wherever applicable. The contractor shall obtain prior approval from the SAI before placing order for the specific materials agencies.

4. Disposal of surplus materials:

All surplus/ unserviceable materials shall be removed from the site and disposed-off with prior written permission of Engineer-in-Charge from the site in an approved manner with the approval of local authority. No extra payment on any account shall be paid.

5. For any tests as directed by the Engineer-in-Charge that have to be carried out from outside laboratory, the cost of such tests/ materials/ transport etc. shall be borne by the contractor.

6. Contractor shall ensure that services of other floor owners are not disturbed during execution and shall co-ordinate with the facility Management/ Maintenance agency of Building

7. Any garbage shall not be burnt on or off site and shall be disposed off safely. If the same is not done, the contractor will be solely responsible for all the consequences including penalties by the local Authorities.

8. During construction contractor shall barricade the site at their own cost if required by any other local authority norms.

9. Complete set of drawings shall be filed and kept on site in safe and clean location for reference.

10. Contractor shall not leave construction materials on road. Easy and safe movement of traffic / users shall be ensured at all times. In case of temporary unloading of material (not more than 6 hrs) on part of road, easily legible signage shall be put for safety or passerby.

11. Noise related activities will only be taken up for construction during the period as permitted by local Authorities.

12. Contractor shall take care of social distancing and all the other guidelines issued by State Govt./Local Administration regarding COVID-19 pandemic at work site and labour campus. Nothing will be paid extra on this account.

1. HANDING OVER THE WORKS ON COMPLETION:

On satisfactory completion of all the works as per the provision of the Contract, the Contractor shall hand over the works to the Client. The Contractor shall ensure that all the testing, commissioning & trial run operation of all the system are simultaneously carried out so as to make the same functional immediately on completion.

2. The contractor has to obtain all clearances & approvals from like Electrical Inspector, Fire Officer etc. if required pertaining to electrical installations. The contractor shall obtain all information relating to local regulations, Bye-laws, applicable if any and all laws relating to his work or profession and in execution of work as required. Contractor shall obtain approval of the installation from the relevant inspection authorities at all stages and on completion of the installation work. Any fee payable to the statutory authority for obtaining approvals is required to be paid by the contractor. However the necessary reimbursement of the fee deposited by the contractor to any statutory authority (as mentioned above) will be made on production/submission of the valid documentary proof/evidence.

ANNEXURE-1

(On non- judicial, stamp paper of Rs 100/ -)

PERFORMA OF BANK GUARANTEE IN LIEU OF SECURITY DEPOSIT

B.G. No...

Value Rs.....

..

To,

The Regional Director I/C

Sports Authority of India

Netaji Subhas Southern Centre,

Mysore Road, Bangalore – 560056.

Sub:- Bank Guarantee of Rs.....towards Security Deposit for the work of Sports Authority of India.

Dear Sir,

WHEREAS -----(Name and address of contractor / Vendor) (hereinafter called the Contractor) have entered into contract for the Repairing & Maintenance of Clay /Outdoor Courts (Kho – Kho, Kabaddi, Tennis, Volleyball) at SAI, NSSC, Bangalore with Sports Authority of India as mentioned in the letter of SAI, vide their letter No.....dated.....and the correspondence and tender relating thereto which is hereinafter referred to as “ the said contract” and that the contractor has agreed to produce of Bank Guarantee amounting to 3% of the contract value less Initial Security deposit of contract obligations.

AND WHEREAS in terms of the said contract, the contractor is required to furnish to Sports Authority of India a guarantee of a scheduled bank for a value of Rs.....to be valid upto -----(date)

AND WHEREAS -----(Name of Bank and its branch) having their office at----- (address) the guarantor, at the request of the contractor hereby furnishes a guarantee in favour of Sports Authority of India and guarantees in the manner hereinafter appearing.

In consideration of the premises, we -----(Name of bank and its branch) having our office at ----- (address) hereafter called the “ Guarantor” (which expression shall include its successors and assigns) hereby expressly irrevocably and unreservedly undertake and guarantee that if the contractor fails to execute the work according to his obligations under the said contract, then notwithstanding any dispute between Sports Authority of India and the contractor the guarantee shall, without demur and without reference to the contractor, pay to Sports Authority of India immediately any sum claimed by Sports Authority of India under the said contract upto a maximum amount of Rs.....(Rupees only)

In case the amount demanded by Sports Authority of India is not paid within 48 hours of receipt of demand, the guarantor agrees to pay the aforesaid amount of Rs. -----.

Such payment shall be notwithstanding any right the contractor may have directly against Sports Authority of India or any disputes raised by the Contractor with Sports Authority of India or any suits or proceedings pending in any competent court or before any arbitrator. Sports Authority of India written

demand shall be conclusive evidence to the guarantor that such payment is payable under the terms of the contract and shall be binding in all respect on the guarantor.

The Guarantor shall not be discharged or released from this undertaking and guarantee, by any arrangement, variations made between Sports Authority of India and the contractor and or indulgence shown to the contractor by Sports Authority of India, with or without the consent and knowledge of the guarantor or by alterations in the obligations of the contractor by any forbearance, whether as to payment, time performance or otherwise.

This guarantee shall remain valid upto ----- or as may be caused to be extended by the contractor or until discharged by, Sports Authority of India in writing whichever is earlier.

This guarantee shall be a continuing guarantee and shall not be revocable during its Currency except with the pervious written consent of Sports Authority of India.

This guarantee shall not be affected by any change in the constitution of the contractor by absorption with any other body or corporation or dissolution or otherwise and this guarantee will be available to or enforceable against such body or corporation.

In order to give effect to this guarantee Sports Authority of India will be entitled to act as if the guarantor was the principal debtor and the guarantor hereby waives all and any of its rights or surety ship.

This guarantee shall continue to be in force notwithstanding the discharge of the contractor by operation of law and shall cease only on payment of the amount by the guarantor to Sports Authority of India of the amount hereby secured.

This guarantee shall be in addition to and not in substitution for any other guarantee or security for the contractor given or to be given to Sports Authority of India in respect of the said contract.

Any notice by way of request and demand or otherwise here under may be sent by post or any other mode or communication to the guarantor addressed as aforesaid and if sent by post it shall be deemed to have been given at the time when it would be delivered in due course of post and in providing such notice when given by post it shall be sufficient to prove that the envelope containing the notice was posed and a certificate signed by an officer of Sports Authority of India that the envelope was so posted shall be conclusive.

These presents shall be governed by and constructed in accordance with Indian Law.

Notwithstanding anything contained herein before the liability of the guarantor under this guarantee is restricted to a sum of Rs.....

This guarantee will remain valid upto..... unless a demand or claim under this guarantee is made in writing on or before.....the guarantor shall be discharged from all liability under the guarantee thereafter.

Dated the.....

For (Name of Bank)

(Signature/s with designations/s of signatory / ies)

(Name and Stamp of Bank)

ANNEXURE-2

BID SECURITY (BANK GUARANTEE)

WHEREAS, _____ [name of Bidder] (hereinafter called "the Bidder") has submitted his Bid dated _____ [date] for the construction of _____ [name of Contract] (hereinafter called "the Bid").

KNOW ALL PEOPLE by these presents that We _____ [name of bank] of _____ [name of country] having our registered office at _____ (hereinafter called "the Bank") are bound unto _____ [name of Employer] (hereinafter called "the Employer") in the sum of _____ for which payment well and truly to be made to the said Employer the Bank binds itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this _____ day of _____ 2021.

THE CONDITIONS of this obligation are:

- (1) If after Bid opening the Bidder withdraws his bid during the period of Bid validity specified in the Form of Bid;

or

- (2) If the Bidder having been notified of the acceptance of his bid by the Employer during the period of Bid validity:
 - (a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, if required; or
 - (b) fails or refuses to furnish the Performance Security, in accordance with the Instruction to Bidders; or
 - (c) does not accept the correction of the Bid Price;

we undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of one or any of the three conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date _____ days after the deadline for submission of Bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this guarantee should reach the Bank not later than the above date.

DATE _____

SIGNATURE OF THE BANK _____

WITNESS _____

SEAL _____

[signature, name, and address]

- 1 The Bidder should insert the amount of the guarantee in words and figures denominated in Indian Rupees.
- 2 45 days after the end of the validity period of the Bid.

NEFT MANDATE FORM

From:M/s.

Date:

To

Sub: NEFT PAYMENTS

We refer to the NEFT being set up by SAI. For remittance of our payments using RBI's NEFT scheme, our payments may be made through the above scheme to our under noted account.

NATIONAL ELECTRONIC FUNDS TRANSFER MANDATAE FORM

Name of City	
Bank Code No.	
Bank 's name	
Branch Address	
Branch Telephone / Fax no.	
Supplier's Account No.	
Type of Account	
IFSC code for NEFT	
IFSC code for RTGS	
Supplier's name as per Account	
Telephone no. of supplier	
Supplier's E-mail ID	

[Signature with date, name and designation]

For and on behalf of Messrs _____

[Name & address of the bidder]

Confirmed by Bank

Enclosed a copy of Crossed Cheque

(A) LETTER OF AUTHORISATION FOR ATTENDING BID OPENING MEETING

Tender No. _____

Subject:- Authorisation for attending bid opening on _____ (date) in the tender of _____.

Following persons are hereby authorised to attend the bid opening for the tender mentioned above on behalf of ----- (bidder) in order of preference given below.

Order of Preference	Name	Specimen Signature
1.		
2.		

Alternate Representative

Signatures of bidder

Or

Officer authorised to sign the bid documents on behalf of the bidder.

Note:

1. *Maximum of two representatives will be permitted to attend bid opening. In case where it is restricted to one, first preference will be allowed. Alternate representatives will be permitted when regular representative are not able to attend.*
2. *Permission for entry to the hall where bids are opened may be refused in case authorisation as prescribed above is not furnished.*

Annexure-V

CHECKLIST

Name of the Bidder:

Sl. No.	Activity	Yes/No/NA	Page No. in the TE Document	Remarks
1.a	Have you enclosed EMD declaration?			
b.	In case EMD is furnished in the form of Bank Guarantee, has it been furnished as per Annexure-I?			
c.	In case Bank Guarantee is furnished, have you kept its validity of ____ days from Techno Commercial Tender Opening date as per tender document?			
2..	Have you enclosed duly filled Tender Form as per format prescribed in TE?			
3.	Have you quoted rate of each item in BOQ.			
4.	Have you furnished PAN No. as allotted by the Income Tax Department of Government of India?			
5.	Have you intimated the name and full address of your Banker (s) along with your account Number			
6.	Have you fully accepted payment terms as per TE document?			
7.	Have you submitted the certificate of incorporation?			
8.	Have you accepted terms and conditions of TE document and signed and stamped all the pages?			
9.	Have you furnished documents establishing your eligibility & qualification criteria as per the TE Document?			

N.B

1. All pages of the Tender should be page numbered and indexed.

2. The tenderer may go through the checklist and ensure that all the documents/confirmations listed above are enclosed

in the tender and no column is left blank. If any column is not applicable, it may fill up as NA.

3. It is responsibility of tendered to go through the TE document to ensure furnishing all required documents in addition to above, if any.

(Signature with date)

(Full name, designation & address of the person duly authorized sign on behalf of the tenderer)

For and on behalf of

(Name, address and stamp of the tendering firm)