



क.रा.बी.नि
E.S.I.C

தொழிலாளர் அரசு காப்பீட்டுக் கழகம்
(தொழிலாளர் மற்றும் வேலை வாய்ப்புத் துறை
அமைச்சகம், இந்திய அரசு)
कर्मचारी राज्य बीमा निगम
श्रम एवं रोजगार मंत्रालय, भारत सरकार
EMPLOYEES' STATE INSURANCE CORPORATION
(Ministry of Labour & Employment, Govt of India)



மண்டல அலுவலகம் / क्षेत्रीय कार्यालय / Regional Office
143, ஸ்டெர்லிங் சாலை, நுங்கம்பாக்கம், சென்னை -600034.
143, स्टर्लिंग रोड, नुंगमबाक्कम, चेन्नै - 600034.
143, Sterling Road, Nungambakkam, Chennai - 600034.
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Website: www.esic.nic.in / www.esic.in

NOTICE INVITING TENDER (NIT)

Certified that NIT contains 1 to 164 pages with up-to-date correction slips.

Notice Inviting e-Tender No.	04/EE/ PMD/ ESIC/TN/SR/2024-2025
Name of Work	Name of Work: Special Repair works to ESIC SRO Building at Madurai:SH:1.Column Retrofitting works:SH:2.Toilet Renovation Works.
Estimated Cost	Rs.25,38,540/-
Earnest Money Deposit (EMD)	Rs.50,771/-
Security Deposit	2.5% of the Tendered Value
Time Allowed	90 Days
Date of Start of Bid Submission	08/11/2024 @ 03.00 PM
Last Date & Time for Submission of Bids	21/11/2024 @ 03.00 PM
Date & Time of Opening of Technical Bids	22/11/2024 @ 03.00 PM
Date & Time of Opening of Financial Bids	Will be intimated to technically qualified bidders in due course of time.

Executive Engineer (Civil)
ESIC – RO - Chennai

Addl. Commissioner & Regional Director
ESIC – RO - Chennai

NOTICE INVITING e-TENDER**NIT No. 04/EE/ PMD/ ESIC/TN/SR/2024-2025**

Name of Work: Special Repair works to ESIC SRO Building at Madurai:SH:1.Column Retrofitting works:SH:2.Toilet Renovation Works.

INDEX

Sl. No.	CONTENTS	Page No.
1	NIT Particulars and Index	1-2
2	Information & Instructions to bidders for e-tendering	3-6
3	Notice Inviting e-Tender	7-9
4	Integrity Pact	10-16
5	Form of Undertaking	17
6	Percentage Rate Tender/Item Rate Tender & Contract for Works (CPWD Form-7/8)	18-19
7	Proforma of Schedule A to F	20-25
8	Additional and Special Conditions for Execution of Work	26-28
9	Particular Specifications for Civil Work	29-30
10	Special Conditions for Procurement of Cement	31-32
11	Additional Conditions for Repair/Rehabilitation Works	33-34
12	Checklist of Documents to be attached with Tender	35
13	List of approved make materials	36-53
14	Form of Performance Security (Bank Guarantee)	54
15	Form of Earnest Money (Bank Guarantee)	55
16	Guarantee Bond for waterproofing treatment	56
17	Technical Bid Format	57
18	Schedule of Quantities	58-63
19	General Condition of Contract 2023- Maintenance Works	64-188

Certified that NIT contains **1 to 164** pages with up-to-date correction slips.

NIT No. 04/EE/ PMD/ ESIC/TN/SR/2024-2025 is approved for Rs. 25,38,540 /-

Executive Engineer (Civil)
ESIC – RO - Chennai

Addl. Commissioner & Regional Director
ESIC – RO - Chennai

INFORMATION AND INSTRUCTIONS FOR BIDDERS FOR E-TENDERING FORMING PART OF BID DOCUMENT AND TO BE POSTED ON WEBSITE:

The Addl. Commissioner & Regional Director on behalf of Director General, ESIC invites online **Percentage Rate Bids** from registered contractors of Central and State Government Departments such as **CPWD/PWD/MES/BSNL/RAILWAYS** and those registered with Central and State Government undertakings for the following work:

NIT No.	04/EE/ PMD/ ESIC/TN/SR/2024-2025
Name of Work & Location	Name of Work: Special Repair works to ESIC SRO Building at Madurai:SH:1.Column Retrofitting works:SH:2.Toilet Renovation Works.
Estimated Cost Put to Tender	Rs.25,38,540/-
Earnest Money Deposit (EMD)	Rs.50,771/-
Period of Completion	90 Days
Date of Start of Bid Submission	08/11/2024 @ 03.00 PM
Last Date & Time of Bid submission.	21/11/2024@ 03.00 PM
Date & Time of Opening of Technical Bids	22/11/2024@ 03.00 PM
Date & Time of Opening of Financial Bids	Will be intimated to technically qualified bidders in due course of time.
Period for submission of original EMD/ Eligibility documents by the Lowest Bidder	Within one week from the date of opening the financial bid.

- **Eligibility criteria-** Experience of having successfully completed similar works during last seven years ending previous day of last date of submission of application.
 - (i) Three similar works each of value not less than 40% of the estimated cost put to tender i.e. **Rs.10,15,416/-**
 - or
 - (ii) Two similar works each of value not less than 60% of the estimated cost put to tender i.e. **Rs.15,23,124/-**
 - or
 - (iii) One similar work of value not less than 80% of the estimated cost put to tender i.e. **Rs.20,30,832/-**

An enhancement of 7% per annum will be considered for the purpose of evaluation of experience.

- All payments pertaining to GST, ESIC and EPF should have been paid up-to-date by the

intending bidders.

- The intending bidder must read the terms and conditions carefully. He should only submit his bid if he considers himself eligible and he is in possession of all the documents required.
- The bid document consisting of plans, specifications, the schedule of quantities of various type of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen from website <https://eprocure.gov.in/eprocure/app> at free of cost. The tender document can also be seen from the website: www.esic.gov.in
- The intending bidder must have valid Class-III Digital Signature Certificate (DSC) to submit the bid. Those contractors not registered on the website <https://eprocure.gov.in/eprocure/app> are required to get registered beforehand.
- Similar work means having experience with Central or State Government Departments/Central or State Government Undertakings in **Construction / Repair & Maintenance/Structural Repair, Rehabilitation & Retrofitting Works** of Buildings and allied works.
- Further clarifications, if any can be obtained from ESIC Regional Office, Nungambakkam, Chennai-34.

Important Instructions for Bidders to participate in the E-Tenders and regarding OnlinePayment:

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 “**Online bidder Enrollment**” on the CPP Portal which 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 III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudra 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 / e-mail in case there is any corrigendum issued to the tenderdocument.

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(s) 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/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
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” or “Other Important Documents” 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.

Submission of Bids

1. Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
2. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
3. Bidder has to select the payment option as “offline” to pay the tender fee/EMD as applicable and enter details of the instrument / scan copy.
4. Bidder should prepare the EMD as per the instructions specified in the tender document. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
5. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the white colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the file name. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
6. The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
7. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener’s public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
8. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
9. Upon the successful and timely submission of bids (i.e. after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

10. The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

Assistance to Bidders

Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 0120-4200 462, 0120-4001 002, 0120-4001 005, 0120-6277 787. Email Support: Technical – support-eproc@nic.in, Policy Related – cphp-doe@nic.in

**Additional Commissioner & Regional Director
ESIC, Regional office, 143, Sterling Road,
Nungambakkam, Chennai**

NOTICE INVITING e-TENDERING

Percentage Rate Bids are invited by Addl. Commissioner & Regional Director, ESIC, Regional office, 143, Sterling Road, Nungambakkam Chennai on behalf of Director General, ESIC from registered contractors of Central and state Government Departments such as CPWD/PWD/MES/BSNL/RAILWAYS and those registered with Central and State Government Undertakings for the following work:

Name of Work: Special Repair works to ESIC SRO Building at Madurai:SH:1.Column Retrofitting works:SH:2.Toilet Renovation Works. Tender documents are available online at <https://eprocure.gov.in/eprocure/app> and www.esic.gov.in. Bidders have to deposit the Earnest Money (EMD) of **Rs.50,771/-** (Rupees Fifty Thousand Seven Hundred and Seventy One only) in the form of Demand Draft drawn in favour of "ESIC Fund A/c No.1" payable at Chennai. The interested bidders having experience in similar civil works should upload their bids along with scanned copy of EMD and copies of all the relevant certificates, documents etc. duly signed in support of their technical and financial bids.

Tender documents are available on CPP Portal i.e. <https://eprocure.gov.in/eprocure/app> and the website of Employees' State Insurance Corporation i.e. www.esic.gov.in.

CRITICAL DATES

Date from which bid documents will be available at CPP Portal/ESIC website:	08/11/2024 @ 03.00 PM
Date of start of submission of bids:	08/11/2024 @ 03.00 PM
Last date and time for submission of completed tender forms through on-line mode:	21/11/2024 @ 03.00 PM
Date and time for opening of Technical Bids:	22/11/2024 @ 03.00 PM
Date of opening of Financial Bids:	Will be intimated to technically qualified bidders in due course of time.

In case the last date of submission of bid is extended, the enlistment of contractor should be valid on the original date of submission of bids.

Agreement shall be drawn with the successful bidder on prescribed format of CPWD Form-7/8. Bidder shall quote his rates as per various terms and conditions of the said form which will form part of the agreement with the substitution of words of President of India as Director General of ESIC and CPWD as ESIC respectively wherever applicable. The work in general shall be executed as per **CPWD Specifications-2019 Vol.I&Vol.II** with up-to-date correction slips.

1. The registration/enlistment of the contractors should be valid on the last date of submission of bids.
2. The time allowed for carrying out the work will be **90 days** from the date of start as defined in schedule 'F' or from the first date of handing over of the site, whichever is later, in accordance with the phasing, if any, indicated in the bid documents.
3. The site for the work is available. The architectural and structural drawing for the work will be issued during the execution of work.
4. The bid document consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents including General Conditions of Contract can be seen from the website <https://eprocure.gov.in/eprocure/app> at free of cost. The tender document can also be seen from the website www.esic.gov.in.
5. Earnest Money in the form of Demand Draft or Banker's Cheque (Drawn in favour of ESIC Account no.1 payable at chennai) shall be scanned and uploaded to the e-tendering website within the period of

- bid submission. The original EMD should be deposited within the period as specified in NIT.
6. Copy of Registration/Enlistment Order of Central and state Government Departments such as CPWD/PWD/MES/BSNL etc., Certificate of work experience and other documents as specified shall be scanned and uploaded to the e-tendering website within the period of bid submission. However, certified copy of all the scanned and uploaded documents as specified in press notice shall have to be submitted by the lowest bidder only along with physical EMD of the scanned copy of EMD uploaded within a week from date of the opening of financial bids in the office of tender opening authority.
 7. Online bid documents submitted by intending bidders shall be opened only of those bidders, who has deposited Earnest Money Deposit (EMD) and uploaded the scanned documents as specified in NIT, are found in order. The Technical bid submitted shall be opened on **22/11/2024@ 03.00 PM** in the chamber of Executive Engineer, ESIC Regional Office, Nungambakkam, Chennai – 600034.
 8. The bid submitted shall become invalid if
 - The bidder is found ineligible as per the checklist of document specified in Annexure-A.
 - The bidder does not upload all the documents as stipulated in the bid document
 - If any discrepancy is noticed between the documents as uploaded at the time of submission of bid and hard copies as submitted physically by the lowest bidder in the office of Tender Opening Authority.
 9. The contractor whose bid is accepted will be required to furnish irrevocable Performance Guarantee of 5% (Five Percent) of the bid amount within the period specified in Schedule F. This guarantee shall be in the form of cash (in case guarantee amount is less than Rs. 10,000/-) or Banker's cheque of any Scheduled Bank/Demand Draft of any scheduled bank/ or Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the prescribed form. In case the contractor fails to deposit the said performance guarantee within the period as indicated in Schedule 'F' including the extended period if any, the Earnest Money deposited by the contractor shall be forfeited automatically without any notice to the contractor. The earnest money deposited along with bid shall be returned after receiving the aforesaid performance guarantee. The contractor whose bid is accepted will also be required to furnish either copy of applicable licenses/ registrations or proof of applying for obtaining labour licenses, registration with EPFO, ESIC and BOCW Welfare Board including Provident Fund Code No. if applicable and also ensure the compliance of aforesaid provisions by the sub-contractors, if any engaged by the contractor for the said work and Program Chart (Time and Progress) within the period specified in Schedule F.
 10. Intending Bidders are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their bids as to the nature of the ground and sub-soil (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their bid. A bidder shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charge consequent on any misunderstanding or otherwise shall be allowed. The bidder shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a bid by a bidder implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and the percentage quoted shall be inclusive of GST and all other statutory taxes.
 11. The Competent Authority i.e Additional Commissioner and Regional Director, ESIC , Regional office, 143, Sterling Road, Nungambakkam, Chennai on behalf of Director General, ESIC does not bind itself to accept the lowest or any other bid and reserves to itself the authority to reject any or all the bids received without the assignment of any reason. All bids in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the bidders shall be summarily rejected.
 12. The contractor shall not be permitted to bid for works in ESIC Tamil Nadu region in case of contract responsible for award and execution of contracts, in which his near relative is posted as Employee/ Officer of ESIC Tamil Nadu Region. 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 in the ESIC. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of the ESIC.
 13. Canvassing whether directly or indirectly, in connection with bidders is strictly prohibited and the bids

submitted by the contractors who resort to canvassing will be liable for rejection.

14. The Competent Authority i.e. Additional Commissioner and Regional Director, ESIC , Regional office, 143, Sterling Road, Nungambakkam, Chennai on behalf of Director General, ESIC reserves to himself the right of accepting the whole or any part of the bid and the bidders shall be bound to perform the same at the rate quoted.
15. The bid for the works shall remain open for acceptance for a period of 75 days from the date of opening of bids. If any bidders withdraw his bid before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the bid which are not acceptable to ESIC, then ESI Corporation shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid. Further the bidders shall not be allowed to participate in the rebidding process of the work.
16. This Notice Inviting Tender shall form a part of the Contract Document. The successful bidders/contractor, on acceptance of his bid by the Accepting Authority, shall, within 15 days from the stipulated date of start of the work, sign the contract consisting of:
 - The Notice Inviting Tender, all the documents including additional conditions, specifications and drawings, if any, forming part of the bid as uploaded at the time of invitation of bid and the rates quoted online at time of submission of bid and acceptance thereof together with any correspondence leading thereto.
 - Standard CPWD Form-7/8 (with substitution of words as Director General of ESIC and ESIC in place of President of India and Government of India/CPWD respectively).
17. The bidders whose performance is below satisfactory level in previous year SR works of ESIC may not be considered for evaluation. The decision of the Additional Commissioner and Regional Director, ESIC, Regional office, and 143, Sterling Road, Nungambakkam, and Chennai shall be final and binding. No appeal in this regard will be considered.
18. The Contractor shall upload copies of all eligible documents, scanned copy of EMD which will form part of Technical bid and financial bid before the last date and time for submission of bids on specified date only. The Technical bid shall be opened first and financial bids of those Contractors who technically qualify the eligible criteria only will be opened on the specified date of opening of financial bid which shall be intimated.
19. Evaluation of Technical Bids: Bids received and found valid will be evaluated by the ESIC to ascertain the best-evaluated bid for the complete work under the specifications and documents. The tenderer should take care to upload all the information sought by the ESIC in prescribed formats.
 - Firm's relevant experience and strength – Profile of agency, registration details, and experience of similar works, annual turnover.
 - Qualification/related experience.
20. Financial Bid: The financial bid of the tenderers, whose technical bid is found to be suitable, will be opened in the presence of the tenderers, who choose to attend the opening of financial bid on a date which will be intimated through E-mail/Mobile.
21. Award of Work:
 - The selection of the agency will be at the sole discretion of the ESIC which reserves its right to accept or reject any or all the proposals without assigning any reason.
 - The contract for the work shall be awarded to the qualified responsive tenderer who has quoted lowest.
 - Upon evaluation of offers, the notification on award of contract will be intimated to the successful tenderer.

**The Additional Commissioner &
Regional Director
ESIC-RO-Chennai**

INTEGRITY PACT

To

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.....

.....

Sub: **NIT No. 01/EE/ PMD/ ESIC/TN/SR/2023-2024** for the work **Name of Work:** Special Repair works to ESIC SRO Building at Madurai:SH:1.Column Retrofitting works:SH:2.Toilet Renovation Works

.....

Dear Sir,

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

The subject Notice Inviting Tender (NIT) is an invitation to offer made on the condition that the Bidder will sign the integrity Agreement, which is an integral part of tender/bid documents, failing which the tenderer/bidder will stand disqualified from the tendering process and the bid of the bidder would be summarily rejected.

This declaration shall form part and parcel of the Integrity Agreement and signing of the same shall be deemed as acceptance and signing of the Integrity Agreement on behalf of the ESIC.

**The Additional Commissioner &
Regional Director
ESIC-RO-Chennai**

INTEGRITY PACT**ANNEXURE-A**

To,

The Additional Commissioner & Regional Director,
ESIC, Regional office,
143, Sterling Road,
Nungambakkam,
Chennai-34.

Sub: Submission of Tender for the work of **Name of Work:** Special Repair works to ESIC SRO
Building at Madurai: SH:1.Column Retrofitting works:SH:2.Toilet Renovation Works

.....

Dear Sir,

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

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

I/We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by ESIC. I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article 1 of the enclosed Integrity Agreement.

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

Yours faithfully,

(Duly authorized signatory of the Bidder)

INTEGRITY PACT

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

INTEGRITY AGREEMENT

This Integrity Agreement is made aton this..... Day of..... 20.....

BETWEEN

Tamil nadu (Name of the ESIC) ESIC (Hereinafter referred as the '**Principal/Owner**', which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

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

through(Details of duly authorized signatory)

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

Preamble

WHEREAS the Principal / Owner has floated the Tender (NIT No.) (hereinafter referred to as "**Tender/Bid**") and intends to award, under laid down organizational procedure, contract for ... Name of Work: Special repair (Civil & Electrical) works of integral waterproofing treatment and allied repair works to Canteen & store room buildings of ESIC at Regional office, Chennai-34.

.....
(Name of work)

Hereinafter referred to as the "**Contract**".

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

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

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

INTEGRITY PACT

Article 1: Commitment of the Principal/Owner

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

(a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

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

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

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

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

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

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

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

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

c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further

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

- d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly, Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participates in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.
- e. The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
- 3) The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 4) The Bidder(s)/ Contractor (s) will not, directly or through any other person or firm indulge in fraudulent practice means a willful misrepresentation or omission of facts or submission of fake/ forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damaged to justified interest of other and / or to influence the procurement process to the detriment of the government interests.
- 5) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).

Article 3: Consequences of Breach

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

- 1) If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. **Such exclusion may be forever or for a limited period as decided by the Principal/Owner.**
- 2) **Forfeiture of EMD/Performance Guarantee/Security Deposit:** If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Contractor.
- 3) **Criminal Liability:** If the Principal/Owner obtains knowledge of conduct of a Bidder or

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

Article 4: Previous Transgression

- 1) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.
- 2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder/Contractor as deemed fit by the Principal/ Owner.
- 3) If the Bidder/Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

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

- 1) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Sub-contractors/sub-vendors.
- 2) The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.
- 3) The Principal/Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

Article 6-Duration of the Pact

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

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

Article 7-Other Provisions

1. This Pact is subject to Indian Law, place of performance and jurisdiction is the Headquarters of the Division of the Principal/Owner, who has floated the Tender.
2. Changes and supplements need to be made in writing. Side agreements have not been made.
3. If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
4. Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original

intensions.

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

Article 8- Legal and Prior Rights

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

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

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

WITNESSES:

..... (Signature, name and address)
 (Signature, name and address)

Place:

Dated:

FORM OF UNDERTAKING

I_____ (name of the contractor).... hereby undertake to abide by the **CPWD General Conditions of Contract 2023 - Maintenance** containing pages from 1 to 106 with up-to-date correction slips (amendment) as an integral part of the Agreement substituting with words 'Director General, ESI Corporation' and 'ESI Corporation' in the places of 'President of India' and Central Public Works Department/ Government of India' respectively wherever applicable.

Place:

Signature of the Contractor

Date:

Form 7/8**Percentage Rate Tender/Item Rate Tender & Contract for Works**

(A) Tender for the work of:-

Name of Work: Special Repair works to ESIC SRO Building at Madurai:SH:1.Column Retrofitting works:SH:2.Toilet Renovation Works

(i) To be uploaded by 03.00 PM on 08/11/2024 at the CPP Portal website <https://eprocure.gov.in/eprocure/app>.

(ii) To be opened in presence of tenderers who may be present at 03.00 PM on 22/11/2024 in the chamber of Executive Engineer, ESIC Regional Office, 143, Sterling Road, Nungambakkam, and Chennai.

TENDER

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

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

I/We agree to keep the tender open for 75 days from the date of opening of technical bid and not to make any modification in its terms and conditions.

A sum of **Rs. 50,771 /-** is hereby forwarded in cash/receipt treasury challan/deposit at call receipt of a scheduled bank/fixed deposit receipt of scheduled bank/demand draft of a scheduled bank/bank guarantee issued by a scheduled bank as earnest money.

A copy of earnest money in receipt treasury challan/deposit at call receipt of a scheduled bank/fixed deposit receipt of scheduled bank/demand draft of a scheduled bank/bank guarantee issued by a scheduled bank is scanned and uploaded (strike out as the case may be). If I/We fail to furnish the prescribed performance guarantee within prescribed period, I/We agree that the said Director General, ESI Corporation or his successors, in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Further, if I/We fail to commence work as specified, I/We agree that Director General, ESI Corporation or the successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said performance guarantee absolutely. The said Performance Guarantee shall be a guarantee to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to those in excess of that limit at the rates to be determined in accordance with the provision contained in Clause 12.2 and 12.3 of the tender form.

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

I/We undertake and confirm that eligible similar work(s) has/have not been got executed through another contractor on back to back basis. Further that, if such a violation comes to the notice of ESI Corporation, then I/We shall be debarred for tendering in ESI Corporation in future forever. Also, if such a violation comes to the notice of ESI Corporation before date of start of work, the

Engineer-in-Charge shall be free to forfeit the entire amount of Earnest Money Deposit/Performance Guarantee.

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

Dated Signature Of Contractor:

Address Of the Contractor

Contact Number:

ACCEPTANCE

The above tender (as modified by you as provided in the letters mentioned hereunder) is accepted by me for and on behalf of Director General, ESIC for a sum of Rs. _____
(Rupees _____)

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

- (a)
- (b)
- (c)

The Additional Commissioner & Regional
Director
ESIC-RO-Chennai

PROFORMA OF SCHEDULES**SCHEDULE 'A'**

Schedule of Quantities (as per form PWD-3	Schedule of Quantities Attached
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SCHEDULE 'D'

Extra schedule for specific requirements/documents for the work, if any	General/Specific conditions, Specifications(Civil works)
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SCHEDULE 'E'

Reference to General Conditions of Contract	GCC-2023 Maintenance Works (with substitution of words as Director General of ESIC and ESIC in place of President of India and Government of India/CPWD respectively).
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Name of the work:

Special Repair works to ESIC SRO Building at Madurai:SH:1.Column Retrofitting works:SH:2.Toilet Renovation Works

Estimated cost of work:	Rs. 25,38,540/-
Earnest money	Rs. 50,771/-
Irrevocable Performance Guarantee	5% of tendered value
Security Deposit	2.5% of tendered value

SCHEDULE 'F'

Officer inviting Tender:	The Additional Commissioner & Regional Director, ESIC Regional Office, Nungambakkam, Chennai-34.
Engineer-in-Charge:	The Executive Engineer, ESIC, RO, Chennai or his successor.
Tender Accepting Authority:	The Additional Commissioner & Regional Director, ESIC Regional Office, Nungambakkam, Chennai-34.
Percentage on cost of materials and labour to cover all overheads and profits:	15%
Standard Schedule of Rates:	DSR-2023 (Including Cost Index) +Market Rate
Department:	ESI Corporation
Standard CPWD Contract Form	CPWD Form 7/8(with substitution of words as Director General of ESIC and ESIC in place of President of India and Government of India/CPWD respectively) as modified & corrected up-to-date.

Clause 1	Time allowed for submission of Performance Guarantee, programme chart (Time and progress) and applicable labour licenses, registration with EPFO, ESIC and BOCW welfare board or proof of applying thereoffrom the date of issue of letterofacceptance	7 days
	Maximum allowable extension with late fee@ 0.1% per day of Performance Guarantee amount beyond the period provided in (i) above	3 days
Clause 2	Authority for fixing compensation under clause 2	The Additional Commissioner & Regional Director, ESIC Regional Office, Nungambakkam, Chennai-34
Clause 5	Number of days from the date of issue of letter of acceptance for reckoning date of start	10 days

Milestone's for work as per table given below

Sl. No.	Description of Milestone (Physical)	Time allowed in days (From date of start)	Amount to be with-held in case of non achievement of milestone.
1.	Part of work amounting to 35% of Tendered Amount	30 Days	In the event of not achieving the necessary progress as assessed from the running payments, 1% - 2% of the tendered Amount of work will be withheld for failure of each milestone as per the terms & conditions of the contract.
2.	Part of work amounting to 70% of Tendered Amount	30 Days	
3.	Whole work amounting to 100% of Tendered Amount	30 Days	
Time allowed for execution of work		90 days	

Authority to decide:

Extension of Time:	The Additional Commissioner & Regional Director, ESIC Regional Office, Nungambakkam, Chennai-34 or his successor.
Rescheduling of mile stones	The Additional Commissioner & Regional Director, ESIC Regional Office, Nungambakkam, Chennai-34 or his successor.
Shifting of date of start in case of delay in	The Additional Commissioner & Regional Director, ESIC Regional Office, Nungambakkam, Chennai-34

handing over of site:	or his successor.
Percentage on cost of materials and labour to cover all overheads and profits:	15%
Standard Schedule of Rates:	DSR-2023 (Including Cost Index) +Market Rate
Department:	ESI Corporation
Standard CPWD Contract Form	CPWD Form 7/8(with substitution of words as Director General of ESIC and ESIC in place of President of India and Government of India/CPWD respectively) as modified & corrected up-to-date.

Clause 6

Mode of Measurement	Computerized Measurement Book(CMB)
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Clause 7

Gross work to be done together with net Payment/adjustment of advances for material collected, if any, since the last such payment for being eligible to interim payment	8.0 Lacs (Running Account Bills to be submitted by 7 th of succeeding month)
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Clause 7A

Whether Clause 7A shall be applicable:	Yes (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)
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Clause 10A	List of testing equipment to be provided by the contractor at site lab:	1.Sieves for sand and aggregate. 2.Slump cone for slump test. 3. Apparatus for silt content.
Clause 10B	Whether Clause 10 B shall be applicable	No
Clause 10C	Component of labour expressed as percent of value of work	25%
Clause 10CA	Whether Clause 10 CA shall be applicable	Not Applicable
Clause 10CC	Whether Clause 10 CC shall be applicable	Not Applicable
Clause 11	Specifications to be followed for execution of work	CPWD Specifications 2019 Volume I & II with up to date correction slips.

Clause 12	Authority to decide deviation upto 1.5 times of tendered amount	The Additional Commissioner & Regional Director, ESIC Regional Office, Nungambakkam, Chennai-34 or his successor.
Clause 16	Competent Authority for deciding reduced rates	The Additional Commissioner & Regional Director, ESIC Regional Office, Nungambakkam, Chennai-34 or his successor.
Clause 17	Contractor Liable for Damages, defects during defect liability Period	Applicable
Clause 18	List of mandatory machinery, tools & plants to be deployed by the contractor at site	1.Ladder 2.Double Steel Scaffolding & Staging Materials 3.Cleaning Tools 4.Spade, Shovel 5.Hoe 6.Trowel 7.Pickaxe 8.Adjustable Telescopic Props 9.Adjustable Telescopic spans 10.Concrete Pump 11.Needle Vibrator 12.Water Tanker 13.Welding Machine(400 Ampere) 14.Screener for coarse and Fine Sand 15.Ceramic Tile Cutting Machine 16.Granite Cutting Machine 17.Granite Polishing Machine 18.Power or Pneumatically driven Chisel/hammer 19.Concrete Pan Mixer 20.DG Set of minimum capacity 62.5 KVA 21.Floor Grinding/Polishing Machines 22. Any other machinery required for completion of the work as per the direction of Engineer-in-Charge.
Clause 19C	Authority to decide penalty for each default	The Additional Commissioner & Regional Director, ESIC Regional Office,

		Nungambakkam, Chennai-34 or his successor.
Clause 19D	Authority to decide penalty for each default	The Additional Commissioner & Regional Director, ESIC Regional Office, Nungambakkam, Chennai-34 or his successor.
Clause 19G	Authority to decide penalty for each default	The Additional Commissioner & Regional Director, ESIC Regional Office, Nungambakkam, Chennai-34 or his successor.
Clause 19K	Authority to decide penalty for each default	The Additional Commissioner & Regional Director, ESIC Regional Office, Nungambakkam, Chennai-34 or his successor.
Clause 25	Constitution of Dispute Redressal Committee (DRC)	Chairman: The Additional Commissioner & Regional Director, ESIC Regional Office, Nungambakkam, Chennai-34 or his successor. Member & Presenting Officer: The Executive Engineer, ESIC Regional Office, Nungambakkam, Chennai-34 or his successor.

Clause 32

Requirement of Technical Representative(s) and Recovery Rate

SI No.	Minimum Qualification of Technical Representative	Discipline	Designation (Principal Technical Representative)	Minimum Experience	Number	Rate at which recovery shall be made from the contractor in the event of not fulfilling provision of Clause 36(i)	
						Figures	Words
1.	Graduate Engineer or Diploma Engineer	Civil	Project Manager cum Planning Quality/ Site/ Billing Engineer	2 Years or 5 years respectively	1	Rs.15,000/- Per Month Per Person	(Rs. Fifteen Thousand Per Month Per Person)

Clause 38

(i)		Schedule/statement for determining theoretical quantity of cement & bitumen on the basis of Delhi Schedule of Rates	Delhi Schedule of Rates 2023 with up to date correction slips.
(ii)		Variations permissible on theoretical quantities	
	(a)	Cement	
		For works with estimated cost put to tender not more than Rs. 25 lakhs	3% plus/minus

		For works with estimated cost put to tender more than Rs. 25 lakhs	2% plus/minus
	(b)	Bitumen for all Works	2.5% plus only & nil on minus side
	(c)	Steel Reinforcement and structural steel sections for each diameter, section and category	2% plus/minus
	(d)	All other materials	nil

The Additional Commissioner & Regional
Director
ESIC-RO-Chennai

ADDITIONAL AND SPECIAL CONDITIONS FOR EXECUTION OF WORK:

1. CPWD Specifications-2019 Vol.I&Vol.II (with up-to-date correction slips) shall be followed for execution of works. Where not available, BIS/Engineering practice as directed by the Engineer-in-Charge shall be followed. All the work procedures, guidelines etc. shall be as per CPWD Works Manual 2024 & SOPs to CPWD Works Manual 2024.
2. The materials used should be ISI approved and should be a branded product of good quality
3. The materials shall be got approved prior to its use in SR works from the Engineer-in-Charge of ESIC.
4. Wherever any reference to any Indian Standard Specification occurs in the documents relating to this contract, the same shall be inclusive of all amendments issued there-to or revisions thereof, if any, up to the date of receipt of tenders.
5. The contractor shall work according to the Programme of work as approved by the Engineer-in-charge, for which purpose, the contractor shall submit a tentative Programme of the work within 15 days from the stipulated date of start of the work.
6. The Contractor will have to work according to the program of work decided by the Engineer-in-charge. Wherever desired by Engineer-in-charge the contractor shall also construct a sample unit complete in all respect within time specified by the Engineer-in-charge & this sample unit shall be got approved from the Engineer-in-charge before mass construction is taken up. No extra claim whatsoever beyond the payment due at agreement rates will be entertained from the contractor on this account.
7. The contractor shall take instructions from the Engineer-in-charge for stacking of materials at site. No excavated earth or building materials shall be stacked on areas where the buildings, roads, services or compound walls are to be constructed.
8. Unless otherwise provided in the Schedule of quantities, the rates tendered by the contractor shall be all inclusive and shall apply to all heights, lifts, leads and depths of the building and nothing shall be payable to him on this account.
9. Samples for particular items of work shall be prepared, for prior approval of the Engineer-in-charge before taking up the same on mass scale and nothing shall be payable on this account.
10. If ISI marked products are available, the contractor shall use only ISI marked products. In other cases, the materials shall conform to CPWD specifications. In case a material/product is covered neither by ISI nor by CPWD specification, the work shall be carried out as per sound engineering practice, in which the decisions of the Engineer-In-Charge shall be final & binding. In such cases Engineer-in-charge shall satisfy himself about the quality of such materials and give his approval in writing. Only articles classified as first quality by the manufacturers shall be used unless otherwise specified. All materials not having ISI mark shall be tested as per relevant ISI specifications. The Engineer-in-charge may relax the condition regarding testing if the quantity of the materials required for the work is small. In all cases of used of ISI marked materials proper proof of procurement of materials from authentic manufacturers shall be provided by the contractor to the entire satisfaction of Engineer-in-charge.
11. Some restrictions may be imposed by the security staff etc. on the working and deployment of labour, materials etc. The contractor shall be bound to follow all such restriction/instructions and nothing extra shall be payable on this account.
12. The contractor shall make his own arrangements for obtaining electric connections, if required. If the ESIC supply is utilized by the Contractor for routine work, the necessary electric charges shall be paid through meter or an amount @0.15% of gross value of work done will be done from each running bill and final bill of the contractor for the same. In such cases necessary permission from TNEB shall be the responsibility of the Contractor at his cost.
13. Other agencies doing works related with this project will also simultaneously execute the work and the contractor shall afford necessary co-operation for the same. The contractor shall leave such necessary holes, opening etc. For laying/burying in the work pipes, cables, conduits, clamps, boxes and hooks for fan clamps etc. as may be required for other agencies. Conduits for electrical wiring/cables will be laid in a way that they leave enough space for concreting

- and do not adversely affect the structural members. Nothing extra over the agreement rates shall be paid for the same. The contractor shall extend necessary co-operation to them without any claim on this account.
14. Any cement slurry added over base surface for bond or for continuation of concreting, its cost shall be deemed to have been included in the respective items, unless specified otherwise and nothing extra shall be payable nor extra cement shall be considered in the cement consumption on this account.
 15. Stacking of materials and excavated earth including its disposal shall be done as per the directions of the Engineer-in-Charge. Double handling of materials or excavated earth if required shall have to be done by the contractor at his own cost.
 16. No claim for idle establishment of labour, machinery & equipment, tools & plants and the like, for any reason whatsoever, shall be admissible during the execution of work as well as after its completion
 17. (a) The building work will be carried out in the manner complying in all respect with the requirements of relevant bylaws of the local body under the jurisdiction of which the work is to be executed or as directed by the Engineer-in-charge and nothing extra will be paid on this account.
(b)The work of water supply, internal sanitary installations and the drainage work etc. may require to be carried out as per local Municipal Corporation or such local body Bye-Laws and the contractor in such cases shall produce necessary completion certificate from such authorities after completion of the work.
(c)Water tanks, taps, sanitary, water supply pipes, drainage pipes, fittings and accessories wherever required should conform to by-laws and specifications of the municipal body/corporation where CPWD specifications are not applicable. The contractor should engage licensed plumbers for the work and get the materials (fixtures/fittings) tested by the Municipal body/Corporation authorities wherever required at his own cost.
(d)The contractor shall comply with legal orders and directions of the local or public authority or municipality and abide by their rules and regulations and pay all fees and charges which he may be liable.
 18. The contractor shall give a performance test of the entire installation(s) as per standing specifications before the work is finally accepted and nothing extra whatsoever shall be payable to the contractor for the test.
 19. The Contractor shall submit Structural Audit Report from Government Institutions in respect of the columns after completion of the Structural Strengthening work as per the contract. The necessary tests as per Indian Standard Codes shall be followed while conducting structural audit. The Satisfied Structural Audit report must important while submitting the bill for payment.
 20. All materials equivalent to the one specified should be got approved by the Engineer-in-charge before using the said materials in the work.
 21. Any damage to work resulting from weathering conditions, defacing or from any other cause such as negligent act on the part of contractor, until the work is taken over by the Department after completion of work, shall be made good by the contractor, at his own cost.
 22. The contractor shall provide at his own cost electric ovens and suitable weighing and measuring arrangements at site as may be necessary for execution of work.
 23. The contractor is supposed to inspect the buildings/ work site before tendering. He should collect and get acquainted with all relevant prevailing conditions of site restrictions etc. available for proper and smooth execution of work. The contractor shall inspect the distance between office/ staff quarters etc. and satisfy themselves before quoting the rates for smooth execution of work.
 24. If as per Municipal/Local Authority rules or Client Department rules, the huts for labourers are not be erected at site of work by the contractor, the same shall be complied with by the contractor. The department shall not provide any alternative site or space at any location & the contractor shall provide such accommodation at such locations as are acceptable to local bodies, for which nothing extra shall be payable.

25. Wherever desired by Engineer-in-charge, the contractor shall also construct a sample unit complete in all respect within time specified by the Engineer-in-charge & this sample unit shall be got approved from the Engineer-in-charge before mass construction is taken up. No extra claim, whatsoever beyond the payment due at agreement rates, will be entertained to the contractor on this account.
26. Dismantling of cement concrete flooring inside the building shall be done with the help of mechanized vibratory hammer, drills etc. The work shall be carried out in such a way that there should be least disturbance to the adjoining area's and work should be completed within least possible time. The contractor must ensure that there should be no damage to supporting RCC members.
27. The Engineer-in-charge shall fully empowered to withheld from the contractor's bill a sum equal to the amount required to meet the provisions of statutory requirements applicable to the contract without giving any notice to the contractor, if the contractor fails to submit the evidence of payment/deposits as mentioned in Conditions.
28. The contractor either him self or any of the persons / workers engaged under this contract shall have no claim for renewal or continuance of the contract or employment in any manner whatsoever other than the payment mentioned in the contract.
29. The Contractor shall quote rates inclusive of all taxes (including GST), levies, cess etc. & nothing extra on this count shall be payable by ESIC.
30. The GST/Income Tax/Labour Welfare Cess as applicable as per govt. notifications from time to time will be deducted at source and credited to the Government on Contractor's behalf.
31. Contractor has to make his own arrangement of water at site of work. The estimate rates are inclusive of 1% water charges irrespective of the fact whether water is required for the item or not. As such 1% water charges on total amount of work done will be recovered if Contractor fails to arrange the water from outside sources or doesn't incur any expenditure for arranging water.
32. The contractor shall ensure proper record keeping and storing of irreparable/dismantled material. Dismantled materials which have been became Contractor's property by operation of concerned items for the same shall be removed from site and clean the site within 5 days of occurrence, failing which same shall be disposed at the risk and cost of the Contractor.
33. The contractor or his representative shall be available at site of work every day to take down instruction from ESIC officials and to liaise with office authorities.
34. As the work will have to be carried out in building and area in use, the contractor shall ensure:-
 - That the normal functioning of ESIC activity is not affected as far as possible
 - That the work is carried out in an orderly manner without noise and obstruction to flow of traffic
 - That all rubbish etc is disposed off at the earliest and the place is left clean and orderly at the end of each day's work.
35. The Contractor shall ensure that his staff (workmen, supervisors etc.,) are qualified and licensed for their part of work. He shall be responsible for their conduct. The staff should behave in a courteous manner. The Contractor shall be held responsible for any loss or damage to ESIC property.
36. The Contractor shall ensure safety of his workers and others at site of work and shall be responsible for any consequence arising out of execution of the Work.
37. Nothing extra shall be paid for the work as mentioned above from clause 1 to 36.

The Additional Commissioner & Regional
Director
ESIC-RO-Chennai

PARTICULAR SPECIFICATIONS FOR CIVIL WORK GENERAL

1. The work shall be executed and measured as per metric dimensions given in the Schedule of quantities, drawings etc. (F.P.S. Units wherever indicated are for guidance only).
2. All stone aggregate and stone ballast shall be of hard stone variety to be obtained from approved quarries or any other source to be got approved from the Engineer-in-charge.
3. Sand to be used for cement concrete work, mortar for masonry and plaster work shall be of standard quality and to be got approved from the Engineer-in-charge and screened as required. The same shall consist of hard siliceous material. It shall be clean sand.
4. Unless otherwise specified in the schedule of quantities, the rate of all items of the work shall be considered as inclusive of pumping out or bailing out water, if required, for which no extra payment will be made. This will include water encountered from any source, such as rains, floods, sub-soil water table being high or due to any other cause whatsoever.
5. All the materials required to be tested shall be tested as per provisions of the relevant I.S. Codes. Should there be any difference between acceptance CRITERIA given in I.S. Codes, C.P.W.D. specifications and special conditions, the acceptance CRITERIA shall be in the following order of precedence:
 - a. Special conditions
 - b. C.P.W.D. Specifications
 - c. I.S. Codes

PAINT BROUGHT BY THE CONTRACTOR

1. The contractors shall bring sufficient quantity of paint of brand & shade approved by Engineer-in-charge prior to the commencement of work & keep it in his stores at site of work under double lock & key.
2. The paint shall be issued to the contractor from time to time according to requirements for the work in the same manner as followed for issue of cement.
3. Empty containers shall not be removed without the written permission of the Engineer-in-charge.

FINISHING WORK

1. All doors, windows, floors, furniture, electric & fittings and other article shall be protect from dust, splashes and damages, sufficient covering for the days work shall be shown to the representative of the Engineer-in-charge before the contractor will be allowed to proceed with work, splashes and dropping from white washing, Color washing, distempering, painting etc. on walls, floors, doors and windows, down take pipes furniture shall be removed by the contractor at his own cost and the surface cleaned simultaneity after the completion of the days work in individual room/quarter or premises where the work is done, without waiting for the actual completion of all the other items of contract. In case the contractor fails to comply with this requirement the Engineer-in-charge or his authorized representative shall have the right to get this work done at the risk and cost of the contractor either departmentally or through another agency without issue of any notice to the contractor, on this account. The representative of the Engineer-in-charge will however, mention about it in the site order book before employing the labour on the job at the contractor cost.
2. The work is required in piece meal manner and be started at very short notice and be completed as per program decided as per the convenience of occupants.
3. Before starting the work a sample of required shade for paints/distemper will have to be prepared as per direction of Engineer-in-charge and got approved.
4. The contractor shall see the site conditions of existing splashes/paint marks etc. and quote rates accordingly.
5. The cleaning operation should be done within 24 hrs. of completion of job otherwise a recovery @ Rs.5000/- per day shall be made.
6. 50% quantity of paints required theoretically shall be deposited by the contractor with Junior Engineer-in-charge of the site before physically start of work. The material shall be approved

by the Engineer-in-charge before use. The paints drums/containers shall be identification numbered by the Assistant Engineer-in-charge. The empty drums shall not be removed from site till completion of work. After consuming this quantity, balance quantity shall also be received and used in same manner.

7. It will be the responsibility of the contractor to take direction on time from the Engineer-in-charge in advance so that the progress of the work is not affected.
8. Contractor shall be required to make arrangement for plastic cotton sheets for use at work place during execution of work to protect floors, furniture shelves etc. from splashes, dust, dirt mortars droppings etc. for which no extra payment shall be made.

SPECIAL CONDITIONS FOR PROCUREMENT OF CEMENT

1. The contractor shall procure, 43 grade ordinary Portland cement conforming to IS 8112/Portland Pozzolana cement conforming to IS 1489 (Part I) as required in work form reputed manufacturers of cement, such as ACC, Ultratech, Vikram, Shree Cement, Ambuja, Jaypee Cement, Century Cement & J. K. Cement or from any other reputed cement manufacturer having a production capacity not less than one Million tones per annum. The tenderers may also submit a list of names of cement manufacturers which they propose to use in the work. The tender accepting authority reserves rights to accept or reject name (s) of cement manufacturer(s) which the tenderer proposes to use in the work. No change in the tendered rates will be accepted if the tender accepting authority does not accept the list of cement manufacturers, given by the tenderer fully or partially. The supply of cement shall be taken in 50 kg. Bags bearing manufacturer's name and ISI marking. Samples of cement arrange by the contractors shall be taken by the Engineer-in-Charge and got tested in accordance with provisions of relevant BIS codes. In case of test results indicate that the cement arrange by the contractor does not conform to the relevant BIS Codes, the same shall stand rejected, and it shall be removed from the site by the contractor at his own cost with a week's time of written order from the Engineer-in-Charge to do so.
2. Double lock provision shall be made to the door of cement godown the keys of one lock shall remain with ESIC Engineer-in-charge or his authorized representative and the keys of the other lock shall remain with the contractor. The contractors shall be responsible for the watch and ward and safety of the cement godown. The contractor shall facilitate the inspection of the cement godown by the Engineer-in-Charge at any time.
3. The cement shall be got tested by the Engineer-in-Charge and shall be used on the work only after satisfactory test results have been received. The contractor shall supply free of charge the cement required for testing including its transportation cost to testing laborites. The cost of tests shall be borne by the contractor.
4. The actual issue and consumption of cement on work shall be regulated and proper accounts maintained as provided in clause 10 of the contract. The theoretical consumption of cement shall be worked out as per procedure prescribed in clause 42 of the contract and shall be governed by conditions laid therein. In case of cement consumption is less than theoretical consumption including permissible variation; recovery at the rate show prescribed shall be made. In case of excess consumption no adjustment need to make.
5. Cement brought to site and cement remaining unused after completion of work shall not be removed from site without written permission of Engineer-in-Charge.
6. The damaged cement shall be removed from the site immediately by the contractor on receipt of a notice in writing from the Engineer-in-Charge. If he does not do so within three days of receipt of such notice, the Engineer-in-Charge shall get it removed at the cost of the contractor.

INTEGRAL WATER PROOFING TREATMENT

1. Treatment for roof surface with integral cement-based compound.
2. The execution of work shall have to be undertaken strictly as per relevant item of work.
3. MEASUREMENTS: The measurements shall be taken along the finished surface of treatment including the rounded and tapered portion at junction of parapet wall. Length and breadth shall be measured correct to one centimeter and area shall be worked out to nearest 0.01 sqm. No deduction in measurements shall be made for either opening or recesses for chimneys, stacks, roof lights and the like of areas up to 0.10 sqm. Nor anything extra shall be paid for forming such openings. For similar areas exceeding 0.10 sqm. Deductions will be made in measurements for full openings and nothing extra shall be paid for making such opening.
4. Rates: The rate shall include the cost of all labour and materials involved in all the operation described above.

GUARANTEE BOND FOR WATER PROOFING TREATMENT

Ten(10) years Guarantee bond in prescribed Performa attached as Annexure – II herewith shall be submitted by the contractor which shall also be signed by both the specialized agency and the contractor to meet their liability/liabilities under the guarantee bond. However, the sole responsibility above efficiency of water proofing treatment shall rest with the building contractor. 10% (Ten per cent) of the cost of water-proofing work shall be retained as security deposit and the amount so withheld would be released after Five Years from the date of completion of the entire work under the agreement, if the performance of the work done is found satisfactory. If any defect is noticed during the guarantee period, it shall be rectified by the contractor within seven days of receipt of intimation of defects in the work. If the defects pointed out are not attended to within the specified period, the same will be got done from another agency at the risk and cost of contractor.

Signature of the Contractor

ADDITIONAL CONDITIONS FOR REPAIR /REHABILITATION WORKS

1. The contractor shall deploy skilled workers only for Repair/Rehabilitation works. They shall be equipped with special training in manual crafts and possessing knowledge, skills and practical experience in respect of concrete technology and other materials appropriate to the scope, type and difficulty of the repair measures. They must be present on site at all times.

2. The contractor must ensure that the skilled workers employed at site, are informed of and instructed in protection and repair measures at maximum intervals of 3 years so as to enable them to take all measures for the proper execution of the construction measure, including tests and internal supervision as per the latest prevalent technology.

3. The contractor shall advise all workers working with epoxies to avoid contact with eyes and skin, inhalation of vapours, and ingestion. Necessary protective and safety equipments in the form of hand gloves, welders goggles shall be provided by the contractor and used on site.

4. Special watertight shuttering/ formwork shall be provided for special applications involving concrete or mortar, which are more fluid than normal concrete e.g. pumpable concrete, micro concrete etc.

5. The contractor shall provide a scaffolding system with adjustable working platforms for the workmen to work upon any part of the area to be accessed safely and with ease for surface preparation, application of repairs and construction activity.

6. The contractor shall protect the finished items against their spoiling/ damage to finishes by suitable means such as plywood, tarpoline, plastic sheet etc. during the process of carrying out repairs in a building at his own cost. The items could include finished windows, doors, glass curtain wall or other such items. Nothing extra shall be payable to the contractor on this account.

7. The contractor shall provide a barricading on ground to physically define the boundaries of the site of construction/ repair activity at his own cost for restricted entry of only those involved with the construction work.

8. Removal of loose/weak cement plaster

a. The existing plaster to be identified for removal by tapping all areas and its boundary shall be marked with a colour marking which shall be approved by Engineer-in-charge.

b. Remove the plaster manually with the help of chisel and hammers to completely expose the parent masonry or concrete surface, so as not to have any traces of such plaster left behind.

9. Chipping of unsound/Weak Concrete Material

a. The weak, loose or carbonated concrete over an area from its surface shall be removed with pneumatically operated or power driven tools by chiseling, chipping etc.

b. Prop and support shall be provided to relieve the structural member of stress and strains.

c. Scaffolding with working platform if necessary, shall be erected suitably or provided as mobile.

d. Chipping to remove all the unsound and weak concrete material shall be done carefully from the damaged portions of structural members by adopting mechanical or manual means up to the required depth to produce

e. A full depth chiseling and removal of concrete all round reinforcement shall be carried out, in case the concrete in contact and in immediate vicinity of the reinforcement is carbonated.

f. Cleaning of debris and dust shall be carried out from within the chiseled/ chipped areas and its disposal as per direction of the Engineer-in-charge.

g. The concrete around reinforcement bar shall be removed so as to have a clear uniform air gap as per direction of the Engineer-in-charge.

10. Cleaning Reinforcement of Total Rust i/c from behind reinforcement

a. Remove the rust manually from all round the surface along the length of reinforcement using hand tools like chisels, hammers, wire brushes, abrading cloth/ paper etc. This shall be continued manually along the length of the rusted reinforcement till such time that the steel surface is cleared of all rust that could be removed manually.

b. Chemical rust remover shall be brush applied over the reinforcement surface thoroughly all around the circumference and along the full length of rusted reinforcement. After 24 hours of its

applications. The surface shall be cleaned with wire brush and all loose particles removed. It shall be washed with water thoroughly and allowed to dry.

11. Introducing New Reinforcement Bars in RCC Structural Member

a. The cross sectional area of steel reinforcement provided for new structural connection or for supplementing the existing cross-sectional area shall be as per approved design/drawings and as per direction of the Engineer-in-charge.

b. Prepare the surface of the existing RCC member to receive the structural connection.

c. Mark the new reinforcing bar locations on prepared surface for fixing.

d. Drill holes of specified diameter and depth in concrete at locations marked as per approved design calculations.

e. Clean the drilled hole in dry state with round brushed and by blowing air through a tube inserted in the hole and connected to hand operated blow out pump.

f. Inject epoxy from foil pack with the help of epoxy dispenser, epoxy cartridge holder and disposable PVC mixing nozzle inserted inside the drilled hole to fill it from bottom of the hole and upwards.

g. Insert the reinforcing bar and allow the epoxy adhesive to cure.

12. Polymer Modified Concrete:

a. Full quantity of microconcrete shall be brought at site by the contractor in factory sealed containers with labels legible and intact provided that the shelf life so permits. Otherwise substantial quantity as could be consumed within the shelf life shall be received as per quantity approved by Engineer-in Charge. Full quantity shall be worked out as theoretically required for consumption in the whole work.

b. The requisite number of test specimens of micro-concrete shall be cast from each batch of manufacture or supply received (whichever is less) for these to be tested for conformance to the specified requirements of 7 and 28-day cube crushing strength, surface absorption of water, permissible limits of shrinkage, etc before use on the work.

c. The appropriate surface preparation and crack sealing as per site requirements shall be completed, which may sequentially cover one or more of the following items of work:-

i) Prop & support the structural member to relieve it of stress and strains.

ii) Removal of existing surface plaster shall be done.

iii) Chipping unsound/weak concrete material shall be done.

iv) Removing concrete all around embedded rusted reinforcement shall be done.

v) Removing and cleaning reinforcement of rust from its surface to give it a shining bright metal shall be done.

vi) Sealing the cracked or honeycombed concrete with injection grouting shall be done.

vii) Cleaning of lightly sticking material and foreign matter from the exposed concrete surface and steel reinforcement by suitable means shall be done.

d. The additional reinforcement, if required, shall be tied with required overlaps or welded.

e. Apply Passivating & bonding coat over the cleaned reinforcement.

f. Apply bond coat on the cleaned concrete substrate.

g. Erect pre-fabricated watertight shuttering, if required, while the bond coat is still tacky to receive the self compacting free flowing micro concrete.

h. Prepare self compacting free flowing Polymer Modified Concrete so as to have a uniform consistency and texture in a mechanical concrete mixer by adding a specified proportion of water in the preweighed dry mix of pre-batched, prepackaged, single component micro concrete. Pour the fresh micro-concrete in the shuttering mould or over the surface prepared to receive it, while the bond coat is still tacky.

ANNEXURE-'A'

CHECK LIST OF THE DOCUMENTS TO BE SUBMITTED WITH THE TENDER

Confirm the enclosure of soft copies of all the below listed documents in order to participate in the tendering process:

Sl. No.	Description	Remarks
1	Earnest Money Deposit(EMD)	Mandatory
2	Contractor Registration Certificate with Central or State Government Departments/Central or State Government Undertakings.	Mandatory
3	Experience Certificate in Similar Works with Central or State Government Departments/Central or State Government Undertakings	Mandatory
4	Satisfactory Completion Certificate in Similar Works from Central or State Government Departments/Central or State Government Undertakings	Mandatory
5	Attested Photo copy of PAN Card	Mandatory
6	Income Tax Return Statement of last three years	Mandatory
7	Audited Balance sheet of last three years with details of Annual Turnover and Profit/Loss Account, etc.	Mandatory
8	GST Registration Certificate copy	Mandatory
9	ESI Registration Certificate copy	As per applicability
10	EPF Registration Certificate copy	As per applicability

Note: All the above documents including NIT shall be signed with bidder's/company's seal.

Signature of Contractor:

Name of Contractor:

Contact number:

List of Approved materials

SI. No	Material Description	Material	
		Brand	Make
1	Chloropyriphos	PIRAMID	AMVAC AGRI RASAYAN Pvt. Ltd.
		NOBAN	Chemtts Wets & Flows Pvt. Ltd.
		DURSBANTCT	DE-NOCIL Ltd.
		Premise Agenda	Bayer Ltd
		HILBAN	Hindustan Insecticides Ltd.
		Sarups Pest Control	Sarups Pest Control Ltd.
2	Ordinary Portland Cement (43 grade)	ACC	ACC cements Ltd
		Ultra Tech	Ultra Tech Cement Ltd.
		Coromandal	India Cements Ltd.
		Birla	Birla Corporation Ltd.
		Chettinadu	Chettinadu Cements Corporation Ltd.
		Bharathi	Bharathi Cement Corporation Ltd.
		Dalmia	Dalmia Cement Bharat Ltd.
		Zuari	Zuari Cement Limited
		Jaypee Cement.	Jaypee Cement Ltd.
		Maha Cement	My home Industries Pvt.Ltd.
		J.K.Cement	J.K.Cement Pvt.Ltd.
		Ambuja Cement	Ambuja Cements Ltd.
		Penna Cement	Penne Cement Industries Ltd.
		Konark Cement	Konark Cement
		Century Cement	Birla Gold Cement
		Shree Cement	Shree Cement
3	Damp Proof material	MAPEI	MAPEI Construction Products India Pvt Ltd.
		Ferrous Crete	Ferrous Crete (India) Pvt. Ltd.
		Impermo	Snowcem Paints
		Duraseal	Apurva India Pvt. Ltd.
		ACCO Proof	ACC Cement Ltd.
		Dr- Fixit	Pidilite Industries
		Fosroc	Fosroc Chemicals India Pvt. Ltd.
		CICO	CICO Industries
		SIKA	Sika India Pvt. Ltd
		PIDILITE	Pidilite Industries Ltd.
		BASF	BASF India Ltd
		MYK	MYK LATICRETE India Pvt. Ltd
4	TMT bars Fe 500D	SAIL	Steel Authority of India Ltd.
		TISCO	TATA STEEL Ltd
		VIZAG	Rastriya spat Nigem Ltd.
		JSW	JSW Steel Ltd
5	Plasticizer & Super Plasticizer	Contrament Power flow	MC Bauchemie (India)) Pvt. Ltd
		Sunanda Chemicals	Sunanda Chemicals Ltd.
		MYK Schomburg	MYK Arments range of products
		Plastiment, Sikament	Sika India Pvt Ltd.,
		Conplast SP430	FOSROC India
		Chryso-	Chryso India Pvt. Ltd.,

		HP/Delta/Optima	
		BASF	BASF India Ltd
		CICO	CICO Industries
8	Expansion Joint Bitumen board	Dura board HD100	Supreme Industries
		STP	Shalimar Tar Products
		DURAFILL	Supreme Industries
7	Post tensioning System	CRUX	Crux Processing systems Pvt Ltd.,
		VSL Ltd.	VSL India Pvt
		Ultracon	Ultracon Structural Systems Pvt Ltd
		BBR	BBR (India)) Pvt . Ltd
8	PT Strands	DP wires	D.P Wires Ltd.
		TATA wiron	TATA Steel Ltd,
		Usha Martin	Usha Martin Ltd
9	Adhesive	Dunlop	India Tyre & Rubber Co (India) Ltd.
		Vamorganic	Vamorganic Ltd.,
		Sika	Sika India Pvt. Ltd
		Fevicoal	Pidilite Industries
		CICO	CICO Industries
		Proofex of adhesive	FOSROC India Ltd
10	Grout	Ardex	Ardex Endure Adhesive India Pvt. Ltd
		Ferrous Crete	Ferrous Crete (India) Pvt. Ltd.
		LATA POXY	MYK LATICRETE India Pvt. Ltd
		BASF	BASF India Ltd
		Fosroc GP2	Fosroc India Ltd
		MYK Schonberg	MYK Arments range of products
		Fugabella, Porcelana	Kerakoll India Pvt. Ltd
		Dr. Fixit	Pidilite Industries
		Weber	Saint-Gobin India Pvt. Ltd
11	Ready Mix Concrete	Ultra Tech	Ultra Tech Concrete
		ACC	ACC Ltd
		RMC (India)	RMC (India) Pvt. Ltd.
		Lafarge	Lafarge India Pvt Ltd.
12	AAC Blocks	Xtralite	UITRATECH Cement Ltd
		Areocon	HIL
		Siporex	SIPOREX
		Nucon	Green way building materials India Pvt. Ltd
		NCL	NCL VEKA Ltd.
		Renacon	Renaatus Procon Pvt. Ltd.
13	Wooden Flush door shutters	Jayna Flush Doors	Jain Wood Industries
		Raavella door	Raavella Industrials (P) Ltd
		Kailash	Kailash Hi tech Timber Industries India Pvt. Ltd
		Indian Timber Products	Indian Timber Products
		Shakthi	Shree Shakthi Modern Flush doors
		Greenlam	Greenlam Ply Industries Ltd.

		Mayur	Mayur Ply Industries
		MP Ply wood products	MP Wood products
		Kitply	Kitply Industries Ltd.
		Duro Flush doors	Duro Ply Industries Ltd.
		Kenwood	Kenwood Ply & Board
		Century	Century Flush Doors
14	Water Proof Plywood, Commercial ply, Fire retardant ply and Block boards	Jayna ply	Jain Wood Industries
		Green Ply	Green ply Industries Ltd.
		Kitply	Kitply Industries Ltd.
		Duroply	Duro Ply Industries Ltd.
		Archid ply	Archid ply industries Ltd.
		Century ply	Century Flush Doors
15	Laminate	Green Lam	Green lam Industries Ltd.
		Centuary	Centuary laminates
		Merino	Merino laminates
		Archidply	Archid ply industries Ltd.
		Sonear	Sonear Laminates
		Royal touche	Royal touche laminates
		Kit mica	Kit ply Industries Ltd.
		Sun mica	Sun mica Industries
		Vidya Ply	
		Formica	Formica Laminates (India) Pvt Ltd,
		Decolam	Decolam India, Pvt Ltd.
		Nova pan	GVK Novapan Industries Pvt Ltd.
16	Pre-laminated particle board Exterior Grade	Merino	Marino laminates
		Kitlam	Kit Ply Industires Ltd,
		TESA Action Co.	TESA Action Co.
		Ecoboard	Ecoboard Industries Ltd.
		Associate	Associate Decor Limited
		Archid ply	Archid ply industries Ltd,
		Centuary	Centuary MDF
		Green Lam	Green lam Industries Ltd.
17	High Density (HDF) Prelaminated board	Pergo	Red Floor India
		Green Ply	Green Ply Industries Ltd.
18	Gypsum board	Gyproc Saint Gobain	Saint Gobain Gyprock India Ltd.,
		Lafarge	Lafarge Gypsum India Pvt. Ltd
		USG Boral Board	USG Board India (P) Ltd.
		Armstrong	Armstrong world Industries
19	Glass door hardware	Dorma	Dorma India Pvt Ltd
		Kich	Kich Architectural Products Ltd.
		Classic	Classic hardware
		Squash	Squash glass doors -
		Hafele	Hafele India Pvt. Ltd
		Ozone	Ozone Hardware.
		Geze	Geze GMBH
		Dorset	Dorset Industries Pvt Ltd

20	Hydraulic door closers/ Floor springs	Godrej	Godrej locking solution & systems
		Hardwyn	Hardwyn hardware
		MAGNUM KIT	Mukund Overseas
		Dorma	Donna India Put Ltd.
		Everite	Everite agencies
		Dorset	Dorset Industries Pvt Ltd
21	Locks & Latches	Dorset	Dorset Industries Pvt Ltd
		Godrej	Godrej locking solutions & systems
		Hitech	Globe Locks India
		Hafele	Hafele India Pvt. Ltd
		Harrison	Harrison locks
		Plaza	Bharat lock House
		Yale	ASSA ABLOY India (P) Ltd.
		Link	Link Locks
22	Metallic / Steel Fire Door	Shakthi Hormann	Shakthi Hormann Pvt Ltd,
		Promot	Promot fire & Insulation (P) Ltd.
		MPP Schodders	MPP Technology Pvt.Ltd.
		NAVAIR	NAVAIR International Pvt Ltd
		Signumfire Protection	Signumfire Protection Pvt. Ltd
		Sukri	Sukri Fire doors Pvt.Ltd
		Kenwood	Kenwood Ply & Board
		Godrej	Godrej Security solutions
23	Fire Smoke Seal	Hilti	Hilti India Pvt Ltd.
		Promat	Promat fire & Insulation (P) Ltd.
		Atroflame	Atroflame Ltd.
		Raven	Raven Global
24	Fire rated hardware	Dorma	Dorma India Pvt. Ltd
		Ingersolrand	Ingersolrand (India) Ltd,
		Dorset	Dorset Industries Pvt Ltd
		Backers FS	Backers FS
		Geze	Geze GmbH
25	Non Metallic Fire door	NAVAIR	NAVAIR International Pvt ltd
		Promat	Promat fire & Insulation(P) Ltd
		GodreJ	Godrej Security solutions
		Kenwood	Kenwood Ply & Board
26	Stainless Steel screws	Kundan	Kundan Industries Ltd.
		Alloy	Alloy ltd
		GKW	GKW Limited
		Nettlefold	Nettlefold screws
		Pooia	Pooia Steel Corporation
		Atul	Atul fasteners Ltd.
27	Butt Hinges openable window shutters	Hafela	Hafele India Pvt. Ltd
		Earlt Bihari	Earlt Bihari India Pvt Ltd.
		Dorma	Dorma India Pvt. Ltd
		Dorset	Dorset Industries Pvt Ltd
		Alu Alpha	Alu Alpha India
28	Mild Steel Butt Hinges/ Piano hinges	Jolly	Jolly Engineering works
		Supreme	Supreme
		Saswat	Saswat
		Deepak	Deepak

		Swift	Swift screws
		Garg	D.P Garg & Company
		Amit	Lovely metal industries Pvt Ltd.
		Jyoti	Jyoti Architectural Pvt ltd.
29	Stainless steel Butt hinges	Pravag	Pravag Polymers (P) Ltd
		Ozone	Ozone Hardware.
		Dorma	Dorma India Pvt Ltd
30	Concealed tower boll	Dorma	Dorma India Pvt Ltd
		Ingersolrand	Ingersolrand (India) Ltd
		DORSET	Dorset Industries Pvt Ltd
		Alu Alpha	Alu Alpha India
31	UPVC doors, door frames and windows	Fenesta	Fenesta DCM Shriman
		Encraft	Encraft India Pvt. Ltd.
		LG	LG India Pvt Ltd
		Rehau	Rehau Unlimited Polymer Solutions
		Aluplast	Alu Alpha India
		Komarling	Profile India Window Technology Pvt Ltd.
		Duroplast	Duro Plast Extrusion Pvt. Ltd.
32	PVC Doors and Frames	Accucel	Accura polvtech pvt. Ltd.
		Sintex	Sintex elastic technology Ltd.
		Duroplast	Duroplast extrusion Pvt Ltd
		Polyline	Polyline extrusion Pvt Ltd
		Raishri	Rajshri Productions Pvt. Ltd.
		NCL VEKA	NCL VEKA Ltd.
33	Stainless friction hinges	Hetich	Hetich India Pvt. Ltd.
		Haffle	Haffle India Pvt. Ltd.
		Securistvle	Securistvle India Pvt. Ltd.
		Earl Bihari	Earl Bihari India Pvt. Ltd.
		EBCO	EBCO
		ROTO	ROTO Frank Asia
34	Float Glass	Saint Gobain	Saint Gobain India Pvt. Ltd.
		Asahi	Asahi India glass. Ltd.
		Pilkinton	Pilkinton India Pvt. Ltd.
		Modiaguard	Guiaurat Guardian Ltd.
35	Reflective glass	Saint Gobain	Saint Gobain India Pvt Ltd.
		Asahi	Asahi India Glass Ltd
		Pilkinton	Pilkinton India
		Modifloat	Guiaurat Guardian Ltd.
		Glaverbel	Glaverbel India
36	Tempered reflective/ clear glass	Saint Gobain	Saint Gobain India Pvt .Ltd.
		FUSO	FUSO Glass India Pvt .Ltd.
		Gurind	Gurind India
		Asahi	Asahi India Glass Ltd
		Modiaguard	Guiaurat Guardian ltd.
		Impact safety	impact safety class works Pvt Ltd
37	Fire rated glass	Contra flam/ Pyraswiss of Saint Gobain	Saint Gobain India Pvt Ltd.
		Promat	Promat fire & Insulation (PI Ltd.
		Pvran of Schott	Schott class India Pvt .Ltd.

		Pilkinton	Pilkinton India
38	Anchor/ SS Stone Cladding Clamps/ Dash fasteners	Hilti	Hilti India Pvt. Ltd.
		Fischer	Fischer India
		Anchor	Anchor Ltd
		Nutech	
		Canon	Cannon
		Wurth	Wuerth India Pvt. Ltd
		Trixel	Axel India Pvt. Ltd
		Helfen	Helfen Gmbh
		BOSCH	BOSCH Ltd
39	Structural Steel	SAIL	SAIL
		TISCO	TATA STEEL
		VIZAG	RINL
		JSW	JSW
40	M.S. Pipe, Tubes	SAIL	SAIL
		TISCO	TATA STEEL
		Apollo	
		Kalinga	
		JINDAL	JSW
41	Stainless steel	Salem	SAIL
		Connect	Connect ltd.
		Ark Product Pvt. Ltd	Ark Product Pvt. Ltd
		Jindal	JSW
		SAIL	SAIL
		KINGSTON	KINGSTON Brass
42	Stainless steel Bolts, washers, nuts	Kundan	Kundan industries Ltd
		Pooia	Pooja Steel Corporation
		Atul	Atul fasteners Ltd
		Hilti	Hilti India Pvt. Ltd
43	Stainless steel pressure plate screws	Kundan	Kundan industries Ltd
		Pooia	Pooia steel corporation
		Atul	Atul fasteners Ltd
44	Welding rods	Advani	Advani oerlikon Ltd.
		ESAB	ESAB India Pvt. Ltd
45	Metal Deck Sheet	TATA	TATA STEEL
		SAIL	SAIL
46	Shear Stud/ Connector	KOCO	KOSTER & Co.
47	Vitrified tiles	AGL	Asian Granite India Ltd
		Marbitto	Marbitto tiles
		NITCO	NITCO Ltd
		RAK	RAK Ceramic India Pvt Ltd.
		Restile	Restile Ceramic Ltd.
		Kaiaria	Kaiaria Ceramic ^{Ltd}
		Somanv	Somanv Ceramic Ltd
		Jhonson	Prism Jhonson Ltd
		Varmora Granite	Varmora Granite Pvt. Ltd
		Naveen	Murudeshwar Ceramic Ltd.
		Vireo	Aparna Tiles
48	Glazed Ceramic tiles (Also wall tiles)	AGL	Asian Granite India Ltd
		NITCO	NITCO Ltd
		RAK	RAK Ceramic India Pvt Ltd.

		Kaiaria	Kaiaria Ceramic Ltd
		Somany	Somany Ceramic Ltd
		Jhonson	Prism Jhonson Ltd
		Varmora Granite	Varmora Granito Granite Pvt. Ltd
		Naveen	Murudeshwar Ceramics Ltd.
49	Synthetic Sports flooring	Armstrong	Armstrong flooring
		LG	LG Hausys India
		Wondorfloor	RMG Polvvinyl India Ltd.
50	Linoleum sports flooring	Armstrong	Armstrong flooring India Pvt Ltd.
		Forbo	Forbo flooring India Pvt. Ltd.
		Gerflor	Gerflor flooring
51	False floor	Hewetson	Hewetson India
		Access floor system	Access Floor System
		Unifloor	Unifloor India Ltd
		Unitile	Unitile office systems Pvt. Ltd
		PINNACLE	PINNACLE
		Kebao	Inner Space (Distributors)
52	Engineered wood floor	Armstrong	Armstrong flooring
		Mikasa Real wood floors	Green Lam Industries
		New wood	New Wood India Ltd
		Werner	Dura floor Werner GmbH
		Pergo	Red floor India
53	Floor spring (For non DSR items)	Dorma	Dorma India Pvt Ltd
		Ingersolrand	Ingersolrand India Pvt Ltd
		OZONE	Ozone Hardware.
		GEZE	GEZE GmbH
54	Cement concrete parking tiles	NITCO	NITCO Ltd
		Poddar	Poddar Udyog
		Eurocon	Eurocon tiles India
		Dazzle	Dazzle Designer tiles Pvt Ltd
		NTC	NTC Parking tiles
		Hindustan tiles	Hindustan tiles Ranchi Pune
		Ultra	Ultra tile private Ltd.
55	Synthetic Carpet tiles	TOLI	TOLI corporation
		Hollitex	Hollitex carper tiles
		Standard Carpets	Standard Carpets
56	Vitrified Paving tiles	PAVIT	PAVIT ceramics Pvt Ltd.
57	Glass mosaic tiles	Italia	Tile Italia mosaics Pvt Ltd.
		Coral	Coral tiles
		Mridul	Mridul tiles
		Palladio	Palladio Mosaics
		Bisazza	Bisazza Italy
		Birla White	Birla Corporation Ltd.
		JK White	JK Cement Ltd.
		PAVIT (Eco Tile)	PAVIT Ceramics Pvt Ltd.
58	Thermal Insulation treatment	Pidilite	Pidilite industries
		Elasto spray	BASF
		Rock India Pvt. Ltd.	Rock India Pvt. Ltd

59	Acoustic Insulation	Twinger insul	U.P. Twiga fiber class Ltd
		Lloyd Insulation	Lloyd Insulation (India) Ltd
		Saint Gobain Gyproc	Saint Gobain Gyproc India
		Himalayan Acoustics	Himalayan Acoustics
		Knauf	Knauf Gypsum India Pvt Ltd.
		Anutone	Anutone Acoustics Ltd.
60	UPVC Pipes and fittings (Rain water pipes)	Supreme	Supreme industries Ltd.
		Prince	Prince pipes and fittings Ltd.
		Finolex	Finalex Industries Ltd.
		Prepoly	Premier PVC Industry
		Astral	Astral polytechnic Ltd.
		Ashirwad	Ashirwad PVC Pipes
		Flow Guard	Flow Guard
61	Sandwich PUF panelled roofing sheets	Lloyd Insulation	Lloyd insulation (India) Ltd
		JINDAL MEC TEC/ JINDAL	Mectec Pvt Ltd
		Danpalon	Danapal Light architecture
		GE Plastic	GE Silicones
		LEAAN	LEXAN Ltd
62	Polycarbonate Sheet	MG Polyplast	MG Polypla8
		GE Lexon	GE Silicones
		Danpalon	Danapal Light architecture
		Alcox	Hindeggan Alcox Ltd.
		Polygal	Polygal India Pvt Ltd.
63	False ceilings	Aerolite	Andhra Polymer Pvt. Ltd./ Aerolite Industries Pvt. Ltd.
		Anutone	Anutone Acoustic Ltd.
		Armstrong	Armstrong World industries
		Gridsquare	Grid square Ceilings
		Knauf	Knauf Gypsum India Pvt. Ltd.
		USG Boral	USG Boral
		Hunter Douglas	Hunter Douglas
		Saint Gobain Gyproc	Saint Gobain Gyproc India
64	False Ceiling Members (Perimeter, Ceiling section, intermediates, angles etc.,)	Armstrong	Armstrong World Industries
		Aerolite	Andhra Polymers Pvt. Ltd./ Aerolite industries Pvt. Ltd.
		Grid square	Grid Square Ceilings
		Gypframe steel	British Gypsum
		Knauf	Knauf Gypsum India Pvt. Ltd.
		Lloyd	Lloyd Insulation (India) Ltd
		Saint Gobain	Saint Gobain Gyproc
65	Synthetic enamel Paint	Premium gloss enamel	Asian paint Ltd
		Dulex	ICI Dulex Ltd
		Nerolac	Nerolac Paints Ltd
		Berger	Berger Paints
		Nippon	Nippon Paint India Ltd.
66	Pink primer	Wood primer	Asian paint
		Dulex	ICI Dulex
		Nerolac	Nerolac Kansia Nerolac Paints

			Ltd.,
		Berger	Berger Paints
		Nippon	Nippon
67	Red Oxide Zinc Chromate primer	High performance yellow metal	Asian Paints
		Dulex	ICI Dulex
		Nerolac	Nerolac
		Burger	Berger Paints
		Nippon	Nippon
68	Oil Bound Distemper	Tractor Aqalock	Asian paint
		Dulux (Maxilite)	Dulux
		MG Polyplast	Nerolac
		Berger (Bisom)	Berger Paints
69	Acrylic emulsion	Premium emulsion	Asian paint
		Dulux (Super Cover)	ICI Dulux
		Nerolac (Beauty Gold)	Nerolac
		Berger (BISM)	Berger Paints
70	Water Proof Cement paint	Asian external wall primer	Asian paint
		Berger	Berger Paints
		Surfa	Surfa coats (India) Pvt, Ltd.
		ICI DULUX	ICI DULUX
		Cem Colour	Snowcem Paints
71	Acrylic smooth exterior paint	Dulux	ICI Dulux
		Apex	Asian paints
		Nerolac	Nerolac
		Berger	Berger
		Nippon	Nippon
72	Premium Acrylic smooth exterior paint with silicon additives	ULTIMA	Asian p
		Dulux	ICI Dulux
		Nerolac	Nerolac
		Berger	Berger
73	Cement based wall putty	J.K wall putty	J.K. Cement Ltd,
		Birla wall care	Birla Cements Ltd.,
		Asian paints	Asian Paints Ltd
		Altek	NCL Alltek & seccold Ltd
		Berger	Berger
		Ardex Endura	Ardex Endura India Pvt. Ltd.
		Ferrous Crete Ltd.	Ferrous Crete (India) Pvt. Ltd.
74	Acrylic textured plaster	Apex Duracast	Asian paints
		Spectrum paints	Spectrum paints Ltd.
		Heritage	Heritage Raj Kamal Group
		Asian paints	Asian Paints
		Nerolac	Nerolac
75	Ready mix cement plaster	Ready Plast	UltraTech cements Ltd.
		Gyproc Plasters	Saint Gobain Gyproc India
		Ultra tech	Ultra tech Cement Ltd.
		Ferrous Crete	Ferrous Crete (India) Pvt. Ltd. 1
76	Melamine Polish	Asian paints	Asian paints
		Melamine Gold wudfin	Pidilite industries
		Polycure	Polycure Malaysia

77	Fire retardant paint	Jotun	Jotun paints
		Hilti	Hilti India
		Akzonobel	Dulex Akzonobel Paints
		Asian Paints	Asian Paints
		STPL Ltd.	STPL Ltd.
78	Anticorrosive bitumastic paint	Berger	Berger paints India Ltd.
		Shalimar	Shalimar paints India Ltd.
		IS 158 bituminous black	Asian Paints
79	Cement Primer	Asian paints	Asian paints
		JK Primaxx	JK Cement Ltd.
		Berger	Berger paints India Ltd.
80	Epoxy paint	Asian epoxy	Asian paints
		Berger	Berger paints India Ltd.
		Shalimar	Shalimar paints
		STP Ltd.	Shalimar Tar Products
		Ardex Endure	Ardex Endura India Pvt. Ltd.
		Nerolac	Nerolac
81	Epoxy coating	BASF	BASF India Ltd.
		Fosroc	Fosroc India
		Laticrete	MYK Laticrete India
		Ardex Endura	Ardex Endura India Pvt. Ltd.
		Ferrous Crete	Ferrous Crete (India) Pvt. Ltd.
82	Silicon coating	Dow corning	Dow coming India
		BASF	BASF India Ltd.
		GE	GE Silicones
		Wacker	Wacker silicones.
83	Interlocking Concrete paver Blocks	Dazzle	Dazzle designer tiles (P) Ltd.
		Ultra	Ultra tiles Pvt Ltd.
		Shree	Shree Bharat Paver blocks
		Hindustan tiles	Hindustan tiles, Ranchi Pune
		Vyara tiles	VYARA TILES Pvt Ltd., 1 Surat
		NITCO (ROCKARD)	NITCO
		BHARAT (NILSAN)	Bharat
		REGENCY	Regency
		Basant Betons	Basant Betons
84	Solar studs/ Median markers	3M	
		Avery Dennison	Avery Dennison India Pvt Ltd.
		Nikkalite	Nippon carbide Industries (USA)
85	Polycarbonate Convex mirrors, Rubberized road hump	Unique safety solutions	Unique safety solutions
86	Mirror	Modi Guard	Gujarat Guardian Ltd.
		Saint Gobain	Saint Gobain Glass India Ltd.,
		AIS mirror	Asahi India glass Ltd,
		Atul	Atul glass Industries Ltd.
87	Vitreous Commodes/ Washbasin	Hindware	HSIL Ltd,
		Roca	ROCA Bath room products
		Parryware	ROCA Bath Pvt. Ltd.,
		Kohler	Kohler world wide
		CERA	CERA Sanitary ware Ltd.
		Jaguar	Jaguar Group

88	Flushing Cistern	Parryware	ROCA Bath Pvt. Ltd.,
		Kohler	
		Hindware	HSIL Ltd.
		CERA	CERA Sanitary ware Ltd.
		Jaguar Group	
89	SWR PVC Pipes & fittings	Supreme	Supreme Industries Ltd.
		Astral	Astral Ltd.
		Finolex	Finolex Industries Ltd.
		Flowgard	Ashirwad PVC Pipes
		Prince	Prince Pipes and fittings
90	Stainless Steel Kitchen sink	Jhonson	Prision Jhonson Ltd.
		Diamond	Phoenix Appliances Pvt. Ltd.
		Jindal	Centaury polytech
		Nilkanth	Nilkant
		Nirali	Jyoti (India) matel Industries Pvt Ltd.
		Hindware	HSIL Ltd
		Silver shine	Blue stone sanitary Industries Pvt. Ltd.
		Joyna	Joyna
		Navkar	Shri Navkar Metals Ltd.
		Franke	Franke India Ltd.
		Futura	Futura Kitchen Sinks India Pvt. Ltd.
91	Centrifugally Caste (Spun) Iron Soil Pipes	Neco	Jayaswal Neco Ltd
		SKF brand	SKF Industries
		HEPCO	Hepco
		Bengal Iron Corporation	Bengal Iron Corporation
		Neco	Jayaswal Neco Ltd
		RPMF	Raj Pattern Makers and Founders Pvt. Ltd.
92	PE-AL-PE Composite pipes	Kitec	Kitec Industries (India) Pvt. Ltd.
93	GI Pipes	TATA	TATA Steel Ltd.,
		Zenith	Zenith Birla (India) Ltd.
		HISSAR	HISSAR
		Jindal	Jindal Pipes Ltd.
94	GI Pipe fittings	Zoloto	Zoloto Industries
		Unik	Unik malleables
		HB	HB Industries
		ICS	Shree Samarth Engineers
95	Water supply Valves	Zoloto	Zoloto Industries
		leader	leader valves Ltd.
		ARCO	Arco valves Pvt. Ltd.
		Nanda	Nanda Miller company
96	CPVC pipes and fittings	Supreme	Supreme Industries Ltd.
		Finolex	Finolex Industries Ltd.
		Astral	Astral Polytechnic Ltd.
		Prince	Prince Pipes and fittings Ltd.
		Truflo	HIS Ltd.
		Bide Aerocon	HIL Ltd.

		Ashirwad	Ashirwad PVC Pipes
		Flowgard	Flowgard
97	PVC / HDPE water storage tanks	Sintex	Sintex plastic technology Ltd.,
		Vectus	Vectus Industries Ltd
		Supreme	Supreme Industries Ltd.
98	DI Pipes	Electro steel	Electro steel
		Jindal	Jindal
		Tata Ductura	Tata Ductura
		Kapilansh	Kapilansh
		Keshoram	Keshoram
99	DI Fittings	Electrosteel	Electrosteel
		Jindal	Jindal
		Tata Ductura	Tata Ductura
		Kapilansh	Kapilansh
		Keshoram	Keshoram
100	Water supply fixtures like bibcock, Shower panels	Jaguar	Jaguar Group
		Parryware	Roca bath room products Pvt. Ltd,
		Metro	Metro sanitations Pvt. Ltd.,
		Waterman	Kewal brothers
		Seiko	Seiko Sanitations
		Prayag	Prayag polymers Pvt Ltd.,
		Kingston	Kingston brass India
		Johnson	Prism Jhonson Ltd
		MARC	MARK Showers
		Hindware	HSIL Ltd.
101	Air release valve	Kirloskar	Kirloskar brothers Ltd.,
		RBM	AFS Ltd.,
		Kartar	Kartar valves private Ltd.,
102	Centrifugally (Spun) Cast Iron	Lanco/Sripipes	Electrosteel castings Ltd,
		Jindal	Jindal saw Ltd.
		Kesoram	Kesoram industries Ltd.
		Electrosteel	Electrosteel castings Ltd.
103	Spun cast iron fittings	Neco	Jayaswal Neco Ltd. Kartar Valves Private Ltd
		Kartar	Kartar Valves Private Ltd.
		Electrosteel	Electrosteel castings Ltd.
		Kapilansh Centrifugal	Kapilansh Dhatu Udyog (P) Ltd.
		SKF brand	SINGHALIRON FOUNDRY Pvt. Ltd.
104	CI double flange sluice valve	Kirloskar	Kirloskar brothers Ltd.,
		RBM	AFS Ltd ,
		Kartar	Kartar valves private Ltd.
		IVS	Indian valves private Ltd
		Zoloto	Zolota Industries
		BURN	BURN
		Leader	Leader valves Ltd
105	CI double flanged non return valve	Kirloskar	Kirloskar Brothers Ltd
		Fluid tech	Fluid tech
		Zolto	Zolota Industries
106	Gun metal Valves	Zolto	Zolota Industries
		Leader	Leader valves Ltd.

107	PTMT/PVC water supply, Sanitary fittings, bib cocks, pillar cock, Angle Valve	Sant	Sant valves Pvt Ltd,
		Audco	L&T Valves
		PEARL	Precision Products
		Prayag	Prayag Polymers (P) Ltd
108	RCC Pipes	Supreme	Supreme Industries
		Indian Hume Pipe	Indian Hume Pipe Ltd.
		Madurai spun pipe	Madurai spun pipe company
		Lakshmi Sood & Sood	Lakshmi Sood & Sood Pipe Co,
109	CI Manhole cover	Jain & Co	Jain spun pipes Co.
		Neco	Jayaswal Neco Ltd.
		HEPCO	
110	SFRC Cover and rating	BIC	Bengal iron corporation
		KK	KK Manhole and gratings Co Pvt Ltd
		Advent	Advent concrete vision
		Kutty	Kutty Industries
111	Plastic Encapsulated Foot Rest	Nu-TEC	Nu-Tech concrete products (P) Ltd,
		KK India	KK Manhole and gratings Co Pvt Ltd.,
		KGM	KGM Exports.
112	Spun cast iron covers & gratings	Accurate Buildcon	Accurate Buildcon company.
		Neco	Jayaswal Neco Ltd
		Jagannath	Sri Jagannath Iron Foundry Pvt. Ltd
		Kapilansh Centrifugal	Kapilansh Dhatu Udyog (p)Ltd.
113	Aluminium doors/windows sections	SKF brand Hindalco	SINGHALIRON FOUNDARY Pvt. Ltd.
		Hindalco	Hindalco Industries Ltd.
		Jindal	Jindal Aluminium Ltd ,
		Padmavathi Extrusion	Padmavathi Extrusion Private Ltd.
		Hydro	Hydro Extrusion
		Omalco Extrusion	Omalco Extrusion Pvt Ltd.
		Bhoruka	Bhoruka Aluminium Ltd.,
114	Aluminium systems Anodized aluminium fittings for doors windows	Indal	Indian Aluminium Ltd.,
		Define	Define Overseas Pvt. Ltd
		Schueco	Schueco India Pvt. Ltd ,
		Bhoruka	Bhoruka Aluminium Ltd.,
		Kawneer	Kawneer India
		Hardima	Hardima sales corporation
		Everite	Everite Agencies
		Jyothi	Jyothi Industries
115	Friction stay hinges	Sigma	Sigma Corporation
		Earl Bihari	Earl Bihari Pvt. Ltd.
116	EPDM Gaskets	KINLONG	Kinlong Industries
		Anand	Anand NVH products (P) Ltd.,
		Roop	Roop Polymers Ltd
		Bohra	Bohra rubber Pvt Ltd.,
		Hanu	Hanu Industries
		Amee Rubber	Amee Rubber Industries Pvt Ltd

117	Silicon Gaskets	Sree Gaurav	Sree Gaurav Industries Rubber
118	Masking Tapes	3M	3M
		Sun	Sun
		Wonder polymer	Wonder Tape Industries
		Roop	Roop Polymers Ltd.
119	Water proofing compound	Fosroc	Fosroc India
		Ferrous Crete	Ferrous Crete (India) Pvt. Ltd.
		Sika	Sika India
		MYK Schomburg	MYK Arments range of products
		Penetron	Penetron India Pvt Ltd
		Dr. Fixit	Pidilite Industries
		Accoproof	ACC cements Ltd.
		Ardex Endura	Ardex Endura (India) Ltd
120	Membrane Water proofing system	Alchemica	Alchemica Ltd
		BASF	BASF India Ltd
		Ferrous Crete	Ferrous Crete (India) Pvt. Ltd.
		STP Ltd	Shalimar Tar Products
		MYK Schomburg	MYK Arments range of products
		Asian paints	Smart Care Water Proofing products
		Dr. Fixit	Pidilite Industries
		Alchemica	Alchemica Ltd.
		Ardex Endura	Ardex Endura ltd
121	Chemical water proofing system	Hydro tech	Hydro tech Ltd
		BASF	BASF India Ltd.,
		Ferrous Crete	Ferrous Crete (India) Pvt. Ltd
		MC-Bauchemie	MS-Bauchemie India Ltd
		Sika	Sika India
		Sunanda speciality coating	Sunanda speciality coating Pvt Ltd.
		Perma construction Aid	Perma construction Aid Pvt Ltd,
		Fosroc	Fosroc India
122	Water stops	Dr. Fixit	Pidilite Industires
		Hydrotite	Sika India
		BASF	BASF India Ltd
		Dr Fixit	Pidilite Industires
		Ardex Endura	Ardex Endura ltd
		Ferrous Crete	Ferrous Crete India) Pvt. Ltd.
123	Aluminium composite panels	Hydroswell	Sika India
		Alucobond	3A Composites India Pvt.Ltd
		Eurobond	M/S Euro panel products Pvt. Ltd
		Aludecor	MIS Aludecor Lamination Pvt. Ltd.
		Reynobond	Reynobond
		Alpolic	Alpolic
124	PVC Perforated Pipes	Alstrong	Alstrong
		Rex Polyextrusion	Rex Polyextrusion Ltd,
		Akash Enterprises	Akash Enterprises
		Zenplas Pipes	Zenplas Pipes Pvt. Ltd ,
125		Supreme	Supreme Industries
		Koochie Play	Koochie Play Systems Pvt. Ltd.

	Play Equipements	Playworld Systems	Playworld Systems India
126	Structural Sealant	Dow corning	Dow corning India
		Wacker	Wacker Silicones.
		GE	GE Silicones
		STP Ltd	Shalimar Tar Products
		Asian paints	Smart Care Sealant
		Fosroc	Fosroc India
		BASF	BASF India Ltd.,
127	Poly- Sulphide Sealant	Dr. Fixit	Pidilite Industries .Ltd,
		Ferrous Crete	Ferrous Crete (India) Pvt. Ltd.
		MYK Schaumburg	MYK Arments range of products
		Pidilite	Pidilite Industries
		STP Ltd.	Shalimar Tar Products
		Fosroc	Fosroc India
		Techseal	Choksey Chemical Pvt. Ltd,
128	Bitumen Impregnated Board	Tuff seal	Bandit construction Chemical
		Shalitex	Shalimar Tar Products
129	Polyethylene backer rod	Supreme	Supreme Industries
130	Epoxy	Fosroc	Fosroc India
		Ferrous Crete	Ferrous Crete (India) Pvt. Ltd.
		Shalibons	Shalimar Tar Products
		Asian paints	Asian Paints
		Ardex	Ardex Endure (India) Pvt. Ltd.
131	Weather Silicon make and grade	Dow corning	Dow corning India
		Momentive (GE)	GE Silicones
132	GRC Jali	Terrafirma	Terrafirma GRC Industries
		Ecovision	Ecovision Industries Pvt. Ltd.,
		Mahesh GRC	Mahesh Prefab Pvt Ltd.,
133	Air transfer grills	Cool grills	Cool grills, Pune
		Systemair India	Systemair India Pvt. Ltd.
134	Ready-made/ Gypsum Plaster	Ferrous Crete	Ferrous Crete (India) Pvt. Ltd.
		Gyproc Cute 100	Gyproc India
		UltraTech	UltraTech cements Ltd.
135	Steel Windows/ Pressed Steel Frames	Madhu Industries	Madhu Industries, San Harvic, NCL
		San Harvic	San Harvic
		NCL	NCL Industries
136	PVC Door Frames & Shutters	Rajshri	Rajshri Productions Pvt. Ltd.
		Plastiwood	Plastiwood
		Sintex	Sintex plastic technology Ltd.,
		Accucel	Accura Polytech Pvt.Ltd
137	PVC Flooring	LG Hausys	LG Hausys
		Gerflor	Gerflor flooring
		Armstrong	Armstrong World Industries
138	Grass Paver	Unistone	Unistone
		Ultra	Ultra Ltd.
139		Meena Fibre Glass	Meena Fibre Glass
		Duroplast	Duroplast extrusion Pvt Ltd

	FRP Door Frames & Shutter	Cactus	Cactus
		Polyline	Polyline
140	Non Metallic Floor Surface Hardeners	Ironite	Ironite
		Hardonite	Hardonite
		FOSROC	Fosroc India
		SIKA	SIKa India
		BASF	BASF India Ltd.,
		CICO,	CICO Technologies Ltd.
		Pidilite	Pidilite Industries Ltd.
141	PU Enamel Metallic Paints on MS Structure & Epoxy paints (Premium Quality)	SKK	SKK Ltd.
		Akzonobel	Akzonobel
		Asian	Asian Paints
		Berger	Berger paints India Ltd.
		MRF	MRF Paints
142	Rockwool/Glass wool Insulation	Twigafiber	Twigafiber glass Ltd
		Llyod Insulation	Llyod Insulation Ltd.
		Supereme	Supereme Industries ltd
143	Actactic Polypropylene (APP)	STP	Shalimar Tar Products
	Modified Water proof fulembane	Ferrous Crete	Ferrous Crete (India) Pvt. Ltd.
		Bitumat Co Ltd	Bitumat Co. Ltd
		Pidilite	Pidilite Industries Ltd
		Ardex Endure	Ardex Endura
		Hydrotech Ltd.	Hydrotech Ltd
144	Structural Glazing	Modi	Modi Guard
		Saint Gobain	Saint Gobain Glass India Ltd.
		Asahi	Asahi India glass Ltd,
		Glaverbel	Glaverbel India
145	Sensor Based Auto flush Systems	AOS Systems	AOS Systems
		TOTO	TOTO Ltd
		Parryware	Parryware Sanitary ware
		Hindware.	HSIL Ltd
		Grohe	Grohe
		Jaguar	Jaguar Group
		Kocher	Kocher
146	Float Valve (Ball Valve)	Prayag	Prayag Polymers (P) Ltd
		Leader	Leader valves Ltd.
		Zoloto	Zolota Industries
		IBP	IBP Industries
		Arco	Arco valves Pvt. Ltd.
147	Spider Patch Fittings for Structural Glazing	Dorma	Dormakaba
		Sevax	Saint Gobain Glass India Ltd.,
		Kich	Kich India
		Ozone	Ozone Ltd
		Hafele	Hafele Ltd
148	Multi Walled Polycarbonate Roofing Sheets	Danapalon	Danapal Light architecture
		Lexan GE	GE Lexan
149	Adhesive for MC Block /Tiles	UltraTech	UltraTech cements Ltd.
		Ardex Endura/Gold Star	Ardex Endura

		Ferrous Crete	Ferrous Crete (India) Pvt, Ltd
150	Aluminium Framework	MFE(MJVAN)	MIVAN
		S-Form	S-Form
		MFS	MFS
151	EPDM Water Proofing Membrane	Smart Care	Asian Paints
		Ferrous Crete	Ferrous Crete (India) Pvt, Ltd
		Pidilite Industries	Pidilite Industries
		STP	Shalimar Tar Products
		Fosroc	Fosroc India
152	PU Coating (UV Resistant Liquid Applied Coating	Smart Care	Asian Paints
		Pidilite	Pidilite Industries
153	Polyurea Ultra	Smart Care/Ferrous Crete	Asian Paints
		Ferrous Crete .	Ferrous Crete (India) Pvt. Ltd
		BASE	BASF
		SIKA	SIKa India
		Pidilite	Pidilite Industires
154	Modular Kitchen Wardrobes /	Sleek	Asian Pain\s
		Godrej	Godrej & Boyce Co
	Hardware and accessories	Space wood	space wood
		Evoke	Evoke
155	High end Exterior Textures	Allura/ Graniza Range	Asian Paints
		SKK Brand	SKK Ltd
		Berger	Berger paints India Ltd.
156	Acrylic Exterior Textures	Asian paints	Asian Paints
		Berger	Berger paints India Ltd.
		Akzonobel	Akzonobel
		Ebco	Ebco
		Nerolac	Nerolac Paints Ltd
157	Puff Insulations	Smart Care	Asian Paints
		Llyod Insulation	Llyod insulation (India) Ltd.
		Fosroc	Fosroc India
		BASF	BASF
		Pidilite	Pidilite Industries Ltd.
		Supreme	Supreme Ltd
		Ferrous Crete	Ferrous Crete (India) Pvt Ltd.
		Asian paints	Smart Care SC GP Grout Gray
		BASF	BASE
		Pidilite	Pidilite Industries Ltd.
		Care	Care
		SIKA	SIKA India
159	Galvolume sheet for roofing, cladding, Sandwich panel	Llyod Metal Craft	Llyod Insulations.
		Tata Blue Scope	Tata Blue scope
		Bhushan	Bhushan steal
		JSW	JSW
		Essar	Essay group
160	Mechanical coupler for Reinforcement	Dextra	Dextra India Pvt. Ltd
		Sanfield	Sanfield India Ltd

161	Aluminium composite panels	Hynadecor	Hynadecor
		Alstone	Alstone
		Eurobond	Eurobond Pvt.Ltd

FORM OF PERFORMANCE SECURITY (GUARANTEE)
BANK GUARANTEE BOND

In consideration of the Director General, ESI Corporation (hereinafter called "ESIC") having offered to accept the terms and conditions of the proposed Agreement betweenand (Hereinafter called "the said contractors") for the work (Hereafter called "the said Agreement") having agreed to production of an irrevocable Bank Guarantee for Rs. (Rupees.....) as a security/guarantee from the contractor(s) for compliance of his obligations in accordance with the terms & conditions in the said agreement,

1) We (Hereinafter referred to as "the Bank") hereby undertake to pay to (indicate the name of the Bank) ESIC an amount not exceeding Rs. (Rupees only) on demand by the ESIC.

2) We do hereby undertake to pay the amounts due and payable under (Indicate the name of the Bank)

This Guarantee without any demure, merely on a demand from the ESIC stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor(s). Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. (Rupees.....only).

3) We, the said bank further undertake to pay to ESIC 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 further agree that the guarantee herein (Indicate the name of the Bank)

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 ESIC 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 ESIC certifies 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 further agree with the ESIC that the ESIC (Indicate the name of the Bank)

shall have the fullest liberty without our consent and without effecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by ESIC against the said contractor (s) and to for bear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor(s) or fore any forbearance, act of omission on the part of ESIC or any indulgence by ESIC 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 lastly undertake not to revoke this guarantee except with the

..... (Indicate the name of the Bank)

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

Dated the _____ day of _____ for
 _____ (indicate the name of bank)

FORM OF EARNEST MONEY (BANK GUARANTEE)

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 the The Regional Director (I/C), ESIC, Regional office, 143, Sterling Road, Nungambakkam, Chennai in the sum of Rs..... (Rs. in words) for which payment well and truly to be made to the said The Regional Director (I/C), the Bank binds itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this.....day of20....

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 The Regional Director (I/C),
 - (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, OR
 - (c) Fails or refuses to start the work, in accordance with the provisions of the contract and Instructions to contractor, OR
 - (d) Fails or refuses to submit fresh Bank Guarantee of an equal amount of this Bank Guarantee, against Security Deposit after award of contract.

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
SEAL

WITNESS.....

(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.

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

The Agreement made this day of two thousand andbetween.....son of.....of (hereinafter called the Guarantor of the one part) and the PRESIDENT OF INDIA (hereinafter called Government of the other part).

WHEREAS this agreement is supplementary to a contract (hereinafter called the Contract) dated and made between the GUARANTOR of the one part and the Government of the other part, whereby the Contractor, inter alia, undertook to render the buildings and structures in the said contract recited completely water and leak-proof.

AND WHEREAS GUARANTOR agreed to give a guarantee to the effect that the said structures will remain water and leak-proof for five years from the date of giving of water proofing treatment. NOW THE GUARANTOR hereby guarantees that water proofing treatment given by him will render the structures completely leak-proof and the minimum life of such water proofing treatment shall be five years to be reckoned from the date after the maintenance period prescribed in the contract.

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

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

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

That if GUARANTOR fails to execute the water proofing or commits breach thereunder then The GUARANTOR will indemnify the Principal and his successors 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 Government the decision of the Engineer-in-Charge will be final and binding on the parties.

IN WITNESS WHERE OF these presents have been executed by the Obligor..... and by and for and on behalf of the PRESIDENT OF INDIA on the day, month and year first above written.

**TECHNICAL BID
BRIEF DESCRIPTION OF THE FIRM**

1	NAME OF TENDERING COMPANY/FIRM:	
2	NAME OF OWNER /PARTNERS / DIRECTORS:	
3	FULL PARTICULARS OF OFFICE	
a	Address:	
b	Telephone No:	
c	Mobile No:	
d	E-Mail Address:	
4	REGISTRATION DETAILS	
a	PAN No:	
b	GST Registration No:	
c	ESI Registration No:	
d	EPF Registration No:	
5	DETAILS OF EARNEST MONEY DEPOSIT	
a	Amount	
b	Demand Draft No and Date:	
c	Drawee Bank:	
d	Validity Period:	

Signature of the Contractor

**TECHNICAL BID
EXPERIENCE OF CONRACTOR**

(Experience in relevant works completed during last seven years).

Sl. No.	Name and Address of Organization	Value of Contract	Agreement No	Duration of Contract	
				From	To

Signature of the Contractor

Name of Work: Special Repair works to ESIC SRO Building at Madurai:SH:1.Column Retrofitting works:SH:2.Toilet Renovation Works					
SCHEDULE OF QUANTITIES					
Item No.	Description	Quantity	Unit	Rate	Amount
1	Earth work in excavation by mechanical means (Hydraulic excavator)/manual means over areas (exceeding 30 cm in depth, 1.5 m in width as well as 10 sqm on plan) including getting out and disposal of excavated earth lead upto 50 m and lift upto 1.5 m, as directed by Engineer-incharge.	0.90	cum	203.00	182.70
2	Providing and laying in position cement concrete of specified grade excluding the cost of centering and shuttering - All work up to plinth level :1:2:4 (1 Cement : 2 coarse sand (zone-III) derived from natural sources : 4 graded stone aggregate 40 mm nominal size derived from natural sources)	0.90	cum	8893.00	8003.70
3	Centering and shuttering including strutting, propping etc. and removal of form work for :Columns, piers, abutments, pillars, posts and struts	89.00	sqm	1098.77	97790.17
4	Steel reinforcement for R.C.C. work including straightening, cutting, bending, placing in position and binding all complete above plinth level:Thermo-Mechanically Treated bars of grade Fe-500D or more.	898.00	kg	123.27	110698.75
5	Brick work with common burnt clay F.P.S. (non modular) bricks of class designation 7.5 in superstructure above plinth level up to floor V level in all shapes and sizes in : Cement mortar 1:6 (1 cement : 6 coarse sand)	14.00	cum	10408.10	145713.41
6	Providing and fixing 1st quality ceramic glazed wall tiles conforming to IS: 15622 (thickness to be specified by the manufacturer), of approved make, in all colours, shades except burgundy, bottle green, black of any size as approved by Engineer-in-Charge, in skirting, risers of steps and dados, over 12 mm thick bed of cement mortar 1:3 (1 cement : 3 coarse sand) and jointing with grey cement slurry @ 3.3kg per sqm, including pointing in white cement mixed with pigment of matching shade complete.	239.00	sqm	1449.27	346374.78
7	Cement concrete flooring 1:2:4 (1 cement : 2 coarse sand : 4 graded stone aggregate) finished with a floating coat of neat cement, including cement slurry, but excluding the cost of nosing of steps etc. complete:40 mm thick with 20 mm nominal size stone aggregate	43.00	sqm	702.03	30187.32

8	Providing and laying Ceramic glazed floor tiles of size 300x300 mm (thickness to be specified by the manufacturer), of 1st quality conforming to IS : 15622, of approved make, in all colours, shades, except White, Ivory, Grey, Fume Red Brown, laid on 20 mm thick bed of cement mortar 1:4 (1 Cement : 4 Coarse sand), jointing with grey cement slurry @ 3.3 kg/ sq.m including pointing the joints with white cement and matching pigments etc., complete.	101.00	sqm	1503.39	151842.18
9	12 mm cement plaster of mix : 1:4 (1 cement: 4 fine sand)	102.00	sqm	396.68	40461.17
10	Distempering with 1st quality acrylic distemper (ready mixed) having VOC content less than 50 gms/litre, of approved manufacturer, of required shade and colour complete, as per manufacturer's specification:Two or more coats on new work.	260.00	sqm	212.20	55171.47
11	Finishing walls with Acrylic Smooth exterior paint of required shade :New work (Two or more coat applied @ 1.67 ltr/10 sqm over and including priming coat of exterior primer applied @ 2.20 kg/10 sqm)	204.00	sqm	183.57	37447.42
12	Providing and fixing double scaffolding system (cup lock type) on the exterior side, up to seven story height made with 40 mm dia M.S. tube 1.5 m centre to centre, horizontal & vertical tubes joining with cup & lock system with M.S. tubes, M.S. tube challies, M.S. clamps and M.S. staircase system in the scaffolding for working platform etc. and maintaining it in a serviceable condition for the required duration as approved and removing it there after .The scaffolding system shall be stiffened with bracings, runners, connection with the building etc wherever required for inspection of work at required locations with essential safety features for the workmen etc. complete as per directions and approval of Engineer-in-charge .The elevational area of the scaffolding shall be measured for payment purpose .The payment will be made once irrespective of duration of scaffolding.	144.00	sqm	386.62	55673.24
13	Demolishing brick work manually/ by mechanical means including stacking of serviceable material and disposal of unserviceable material within 50 metres lead as per direction of Engineer-in-charge: In cement mortar	14.00	cum	2354.81	32967.32
14	Dismantling tile work in floors and roofs laid in cement mortar including stacking material within 50 metres lead. For thickness of tiles 10 mm to 25 mm.	411.00	sqm	83.90	34481.34

15	Providing and fixing water closet squatting pan (Indian type W.C. pan) with 100 mm sand cast Iron P or S trap, 10 litre low level white P.V.C. flushing cistern, including flush pipe, with manually controlled device (handle lever) conforming to IS : 7231, with all fittings and fixtures complete, including cutting and making good the walls and floors wherever required: White Vitreous china Orissa pattern W.C. pan of size 580x440 mm with integral type foot rests	6.00	each	7735.14	46410.83
16	Providing and fixing white vitreous china pedestal type water closet (European type W.C. pan) with seat and lid, 10 litre low level white P.V.C. flushing cistern, including flush pipe, with manually controlled device (handle lever), conforming to IS : 7231, with all fittings and fixtures complete, including cutting and making good the walls and floors wherever required :W.C. pan with ISI marked white solid plastic seat and lid	9.00	each	7447.00	67023.00
17	Providing and fixing wash basin with C.I. brackets, 15 mm C.P. brass pillar taps, 32 mm C.P. brass waste of standard pattern, including painting of fittings and brackets, cutting and making good the walls wherever require:White Vitreous China Wash basin size 630x450 mm with a single 15 mm C.P. brass pillar tap	15.00	each	2545.00	38175.00
18	Providing and fixing Chlorinated Polyvinyl Chloride (CPVC) pipes, having thermal stability for hot & cold water supply, including all CPVC plain & brass threaded fittings, including fixing the pipe with clamps at 1.00 m spacing. This includes jointing of pipes & fittings with one step CPVC solvent cement and testing of joints complete as per direction of Engineer in Charge:25 mm nominal dia Pipes	150.00	metre	458.97	68845.75
19	Providing and fixing Chlorinated Polyvinyl Chloride (CPVC) pipes, having thermal stability for hot & cold water supply, including all CPVC plain & brass threaded fittings, including fixing the pipe with clamps at 1.00 m spacing. This includes jointing of pipes & fittings with one step CPVC solvent cement and testing of joints complete as per direction of Engineer in Charge:32 mm nominal dia Pipes	30.00	metre	592.93	17787.94

20	Providing and fixing Chlorinated Polyvinyl Chloride (CPVC) pipes, having thermal stability for hot & cold water supply, including all CPVC plain & brass threaded fittings, including fixing the pipe with clamps at 1.00 m spacing. This includes jointing of pipes & fittings with one step CPVC solvent cement and testing of joints complete as per direction of Engineer in Charge:40 mm nominal dia Pipes	24.00	metre	803.47	19283.32
21	Providing and fixing Chlorinated Polyvinyl Chloride (CPVC) pipes, having thermal stability for hot & cold water supply including all CPVC plain & brass threaded fittings This includes jointing of pipes & fittings with one step CPVC solvent cement, trenching, refilling & testing of joints complete as per direction of Engineer in Charge:External work:40 mm nominal dia Pipes	50.00	metre	643.57	32178.31
22	Providing and placing on terrace (at all floor levels) polyethylene water storage tank, IS : 12701 marked, with cover and suitable locking arrangement and making necessary holes for inlet, outlet and overflow pipes but without fittings and the base support for tank.	12000.00	litre	12.57	150876.00
23	Providing and laying water proofing treatment in sunken portion of WCs, bathroom etc., by applying cement slurry mixed with water proofing cement compound consisting of applying : (a) First layer of slurry of cement @ 0.488 kg/sqm mixed with water proofing cement compound @ 0.253 kg/ sqm. This layer will be allowed to air cure for 4 hours: (b) Second layer of slurry of cement @ 0.242 kg/sqm mixed with water proofing cement compound @ 0.126 kg/sqm. This layer will be allowed to air cure for 4 hours followed with water curing for 48 hours.	108.00	sqm	705.29	76171.12
24	Chipping of unsound/weak concrete material from slabs, beams, columns etc. with manual Chisel and/ or by standard power driven percussion type or of approved make including tapering of all edges, making square shoulders of cavities including cleaning the exposed concrete surface and reinforcement with wire brushes etc. and disposal of debris for all lead and lifts all complete as per direction of Engineer-In-Charge:25 mm average thickness	232.00	sqm	144.88	33611.06

25	Cleaning of reinforcement from rust from the reinforcing bars to give it a total rust free steel surface by using alkaline chemical rust remover of approved make with paint brush and removing loose particles after 24 hours of its application with wire brush and thoroughly washing with water and allowing it to dry, all complete as per direction of Engineer-In-Charge: Bars upto 12 mm diameter	192.00	metre	9.43	1810.51
26	Cleaning of reinforcement from rust from the reinforcing bars to give it a total rust free steel surface by using alkaline chemical rust remover of approved make with paint brush and removing loose particles after 24 hours of its application with wire brush and thoroughly washing with water and allowing it to dry, all complete as per direction of Engineer-In-Charge: Bars above 12 mm diameter	288.00	metre	18.80	5415.08
27	Drilling suitable holes in reinforced or plain cement concrete with power driven drill machine to a minimum depth of 100mm upto 200mm in RCC beams, lintels, columns and slabs to introduce steel bars for sunshades/balconies including fixing the steel bars in position using epoxy resin anchor grout of approved make but excluding the cost of reinforcement, all complete as per direction of Engineer-In-Charge:Upto and including 12mm dia.	384.00	No's	161.39	61974.37
28	Providing, mixing and applying bonding coat of approved adhesive on chipped portion of RCC as per specifications and direction of Engineer-In-charge complete in all respect:Epoxy bonding adhesive having coverage 2.20 sqm/kg of approved make.	232.00	sqm	325.98	75628.20
29	Providing, mixing and applying SBR polymer (of approved make) modified Cement mortar in proportion of 1:4 (1 cement: 4 graded coarse sand with polymer minimum 2% by wt. of cement used) as per specifications and directions of Engineer-in-charge:25 mm average thickness in 2 layers.	159.00	sqm	671.34	106743.23
30	Providing and laying SBR Polymer modified (of approved make @ minimum 2% by wt. of cement used) plain/reinforced concrete jacket for the structural members e.g. columns, pillars, piers, beams etc with concrete having the specified minimum characteristic compressive strength [with ordinary portland cement, coarse sand and graded stone aggregate of 10mm maximum size in proportion as per design criteria]with specified average thickness all-round existing core of RCC member:75mm thick in Grade M 25 with cement content not less than 330 kg	89.00	sqm	975.78	86844.34

	per cum.				
31	Providing, erecting, maintaining and removing temporary protective screens made out of specified fabric with all necessary fixing arrangement to ensure that it remains in position for the work duration as required by the Engineer-in-charge.Wooven PVC cloth	192.00	sqm	62.01	11905.49
32	Supply and fixing of L shaped 100mm long, 10mm dia mild steel shear key by welding to existing reinforcement as per the direction of Engineer in Charge.	24.00	kg	124.58	2990.04
33	Welding charges of fixing shear key to existing reinforcement	384.00	no's	3.46	1328.90
34	Providing and laying of Galvanised wire mesh of average width of aperture 1.4 mm and nominal dia of wire 0.63 mm	60.00	sqm	359.91	21594.70
35	Cast Iron Nahini / Floor Trap with Stainless Steel Grating:100mm x 75mm	24.00	each	333.00	7992.00
36	WATER SUPPLY AND SANITARY ARRANGEMENTS: PVC ITEMS FINOLEX (OR) EQUIVALENT (WITH ISI MONOGRAM):WORKING PRESSURE: 6 kg. per cm ² :75mm dia	72.00	metre	235.00	16920.00
37	WATER SUPPLY AND SANITARY ARRANGEMENTS: PVC ITEMS FINOLEX (OR) EQUIVALENT (WITH ISI MONOGRAM):WORKING PRESSURE: 6 kg. per cm ² :110mm dia	48.00	metre	367.00	17616.00
38	PVC SPECIALS FOR SANITARY ARRANGEMENTS FINOLEX (OR) EQUIVALENT (WITH ISI MONOGRAM):"Y" with Door (Single):75mm	4.00	each	159.00	636.00
39	PVC SPECIALS FOR SANITARY ARRANGEMENTS FINOLEX (OR) EQUIVALENT (WITH ISI MONOGRAM):"Y" with Door (Single):110mm	4.00	each	269.00	1076.00
40	Supplying of Adjustable Telescopic props and Telescopic spans with 4 metre length on hiring basis including transportation, propping in required place and removing as directed by Engineer in Charge.	60.00	152 No's/day	4208.20	252491.89
41	Supplying and filling AAC rubble and unslaked lime in ratio of 1:2 (1 part unslaked lime and 2 parts of Autoclaved Aerated Cement (AAC) rubble to the required slope in sunken portions.	24.00	cum	7009.00	168216.00

**GENERAL CONDITIONS OF
CONTRACT
2023
MAINTENANCE WORKS**

GOVERNMENT OF INDIA, CENTRAL PUBLIC WORKS DEPARTMENT

General Rules & Directions	<p>1. All work proposed for execution by contract will be notified in a form of invitation to tender pasted by publication in News papers or posted on website as the case maybe. This form will state the work to be carried out, as well as the date for submitting and opening tenders and the time allowed for carrying out the work, also the amount of earnest money to be deposited with the tender, and the amount of the security deposit and Performance guarantee to be deposited by the successful tenderer and the percentage, if any, to be deducted from bills. Copies of the specifications, designs and drawings and any other documents required in connection with the work signed for the purpose of identification by the officer inviting tender shall also be open for inspection by the contractor at the office of officer inviting tender during office hours.</p> <p>2. In the event of tender being submitted by a firm, it must be signed separately by each partner thereof or in the event of the absence of any partner, it must be signed on his behalf by a person holding a power of attorney authorizing him to do so, such power of attorney to be produced with the tender, and it must disclose that the firm is duly registered under the Indian Partnership Act 1952.</p> <p>3. Receipts for payment made on account of work, when executed by a firm, must also be signed by all the partners, except where contractors are described in their tender as a firm, in which case the receipts must be signed in the name of the firm by one of the partners, or by some other person having due authority to give effectual receipts for the firm.</p>
Applicable for Item Rate Tender only (CPWD - 8)	<p>4. The rate(s) must be quoted in decimal coinage. Amounts must be quoted in full rupees by ignoring fifty paisa and considering more than fifty paisa as rupee one. In case the lowest tendered amount (worked out on the basis of quoted rate of Individual items) of two or more contractors is same, then such lowest contractors may be asked to submit sealed revised offer quoting rate of each item of the schedule of quantity for all sub sections/sub heads as the case may be, but the revised quoted rate of each item of schedule of quantity for all sub sections/sub heads should not be higher than their respective original rate quoted already at the time of submission of tender. The lowest tender shall be decided on the basis of revised offer. If the revised tendered amount (worked out on the basis of quoted rate of individual items) of two or more contractors received in revised offer is again found to be equal, then the lowest tender, among such contractors, shall be decided by draw of lots in the presence of SE of the circle, or CE of the zone EE(s) in-charge of major & minor component(s) (also DDH in case Horticulture work is also included in the tender), and the lowest contractors those have quoted equal amount of their tenders. In case of any such lowest contractor in his revised offer quotes rate of any item more than their respective original rate quoted already at the time of submission of tender, then such revised offer shall be treated invalid. Such case of revised offer of the lowest contractor or case of refusal to submit revised offer by the lowest contractor shall be treated as withdrawal of his tender before acceptance and 50% of his earnest money shall be forfeited. In case all the lowest contractors those have same tendered amount (as a result of their quoted rate of individual items), refuse to submit revised offers, then tenders are to be recalled after forfeiting 50% of EMD of each lowest contractors. Contractor, whose earnest money is forfeited because of non-submission of revised offer, or quoting higher revised rate(s) of any item(s) than their</p>

	<p>respective original rate quoted already at the time of submission of his bid shall not be allowed to participate in the retendering process of the work.</p>
<p>Applicable for Percentage Rate Tender only (CPWD - 7)</p>	<p>4A. Applicable for Percentage Rate Tender only (CPWD-7)</p> <p>In case of Percentage Rate Tenders, contractor shall fill up the usual printed form, stating at what percentage below/above (in figures as well as in words) the total estimated cost given in Schedule of Quantities at Schedule-A, he will be willing to execute the work. The tender submitted shall be treated as invalid if :-</p> <ol style="list-style-type: none"> The contractor does not quote percentage above/below on the total amount of tender or any section/sub head of the tender. The percentage above/below is not quoted in figures & words both on the total amount of tender or any section/sub head of the tender. The percentage quoted above/below is different in figures & words on the total amount of tender or any section/sub head of the tender. <p>Tenders, which propose any alteration in the work specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other conditions of any sort including conditional rebates, will be summarily rejected.</p> <p>4B. In case the lowest tendered amount (estimated cost \pm amount worked on the basis of percentage above/below) of two or more contractors is same, such lowest contractors will be asked to submit sealed revised offer in the form of letter mentioning percentage above/ below on estimated cost of tender including all sub sections/sub heads as the case may be, but the revised percentage quoted above/below on tendered cost or on each sub section/sub head should not be higher than the percentage quoted at the time of submission of tender. The lowest tender shall be decided on the basis of revised offers.</p> <p>In case any of such contractors refuses to submit revised offer, then it shall be treated as withdrawal of his tender before acceptance and 50% of earnest money shall be forfeited.</p> <p>If the revised tendered amount of two or more contractors received in revised offer is again found to be equal, the lowest tender, among such contractors, shall be decided by draw of lots in the presence of SE of the circle, or CE of the zone EE(s) in-charge of major & minor component(s) (also DDH in case Horticulture work is also included in the tender), & the lowest contractors those have quoted equal amount of their tenders.</p> <p>In case all the lowest contractors those have quoted same tendered amount, refuse to submit revised offers, then tenders are to be recalled after forfeiting 50% of EMD of each contractor.</p> <p>Contractor(s), whose earnest money is forfeited because of non-submission of revised offer, shall not be allowed to participate in the re-tendering process of the work.</p> <p>5. The officer inviting tender or his duly authorized assistant will open tenders in the presence of any intending contractors who may be present at the time.</p> <p>6. The officer inviting tenders shall have the right of rejecting all or any of the tenders and will not be bound to accept the lowest or any other tender.</p> <p>7. The receipt of an accountant or clerk for any money paid by the contractor will not be considered as any acknowledgment or payment to the officer inviting tender and the contractor shall be responsible for seeing that he procures a receipt signed by the officer inviting tender or</p>

	a duly authorized Cashier.
Applicable for Item Rate Tender only (CPWD - 8)	<p>8. In the case of Item Rate Tenders, only rates quoted shall be considered. Any tender containing percentage below/above the rates quoted is liable to be rejected. Rates quoted by the contractor in item rate tender in figures and words shall be accurately filled in so that there is no discrepancy in the rates written in figures and words. However, if a discrepancy is found, the rates which correspond with the amount worked out by the contractor shall unless otherwise proved be taken as correct. If the amount of an item is not worked out by the contractor or it does not correspond with the rates written either in figures or in words, then the rates quoted by the contractor in words shall be taken as correct. Where the rates quoted by the contractor in figures and in words tally, but the amount is not worked out correctly, the rates quoted by the contractor will unless otherwise proved be taken as correct and not the amount. In event no rate has been quoted for any item(s), leaving space both in figure(s), word(s), and amount blank, it will be presumed that the contractor has included the cost of this/these item(s) in other items and rate for such item(s) will be considered as zero and work will be required to be executed accordingly.</p> <p>However, if a tenderer quotes nil rates against each item in item rate tender, the tender shall be treated as invalid and will not be considered as lowest tenderer and earnest money deposited shall be forfeited.</p>
Applicable for percentage Rate Tender only (CPWD - 7)	<p>9. In case of Percentage Rate Tenders only percentage quoted shall be considered. Any tender containing item rates is liable to be rejected. Percentage quoted by the contractor in percentage rate tender shall be accurately filled in figures and words, so that there is no discrepancy.</p>
Applicable for Percentage Rate Tender only (CPWD - 7)	<p>10. In Percentage Rate Tender, the tenderer shall quote percentage below/above (in figures as well as in words) at which he will be willing to execute the work. He shall also work out the total amount of his offer and the same should be written in figures as well as in words in such a way that no interpolation is possible. In case of figures, the word 'Rs.' should be written before the figure of rupees and word 'P' after the decimal figures, e.g. 'Rs. 2.15P' and in case of words, the word 'Rupees' should precede and the word 'Paisa' should be written at the end.</p> <p>11. (i) The Contractor whose tender is accepted, will be required to furnish performance guarantee of 5% (Five Percent) of the tendered amount within the period specified in Schedule F. This guarantee shall be in the form of cash (in case guarantee amount is less than Rs. 10,000/-) 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</p> <p>(ii) The contractor whose tender is accepted will also be required to furnish by way of Security Deposit for the fulfillment of his contract, an amount equal to 2.5% of the tendered value of the work. The Security deposit will be collected by deductions from the running bills as well as final bill of the contractor at the rates mentioned above. The Security amount will also be accepted in cash or in the shape of Government</p>

	<p>Securities. Fixed Deposit Receipt of a Scheduled Bank or will also be accepted for this purpose provided confirmatory advice is enclosed.</p> <p>14. On acceptance of the tender, the name of the accredited representative(s) of the contractor who would be responsible for taking instructions from the Engineer-in-Charge shall be communicated in writing to the Engineer-in-Charge.</p> <p>15. GST or any other tax applicable in respect of inputs procured by the contractor for this contract shall be payable by the Contractor and Government will not entertain any claim whatsoever in respect of the same. However, component of GST at time of supply of service (as provided in CGST Act 2017) provided by the contract shall be varied if different from that applicable on the last date of receipt of tender including extension if any.</p> <p>16. The contractor shall give a list of both gazetted and non-gazetted C.P.W.D. employees related to him.</p> <p>17. The tender for composite work includes, in addition to building work, all other works such as sanitary and water supply installations drainage installation, electrical work, horticulture work, roads and paths etc.</p> <p>18. The contractor shall submit list of works which are in hand (progress) in the following form:-</p>				
	Name of work	Name and particulars of Divn where work is being	Value of work	Position of works	Remarks
	1.	2.	3.	4.	5.

Conditions of Contract

Definitions	<p>1. The Contract means the documents forming the tender and acceptance thereof and the formal agreement executed between the competent authority on behalf of the President of India and the Contractor, together with the documents referred to therein including these conditions, the specifications, designs, drawings and instructions issued from time to time by the Engineer-in- Charge and all these documents taken together, shall be deemed to form one contract and shall be complementary to oneanother.</p> <p>2. In the contract, the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned tothem:-</p> <ul style="list-style-type: none"> i. The expression works or work shall, unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional. ii. The Site shall mean the land, places on, into or orwhere work is to be executed under the contract or any adjacent land, path or street or where work is to be executed under the contract or any adjacent land, path or street which may be temporally allotted or used for the purpose of carrying out thecontract. iii. The Contractor shall mean the individual, firm or company, whether incorporated or not, undertaking the works and shall include the legal personal representative of such individual or the persons composing such firm or company, or the successors of such firm or company and the permitted assignees of such individual, firm orcompany. iv. The President means the President of India andhis successors. v. GovernmentorGovernmentofIndiashallmeanthePresidentof India. vi. The Engineer-in-charge means the Engineer Officer who shall supervise and be in charge of the work and who shall sign the contract on behalf of the President of India as mentioned in Schedule 'F'hereunder. vii. The terms Director General includes CPM/ADG region/ SDG PR Special Director General / Additional Director General and CPM/ Chief Engineer of theZone. viii. Accepting Authority shall mean the authority mentioned in Schedule 'F'. ix. Excepted Risk are risks due to riots (other than those on account ofcontractor'semployees),war(whether declared or not) invasion, act of foreign enemies, hostilities, civil war, rebellion revolution, insurrection, military or usurped power, any acts of Government, damages from aircraft, acts of God, such as earthquake, lightening and unprecedented floods, and other causes over which the contractor has no control and accepted as such by the Accepting Authority or causes solely due to use or occupation by Government of the part of the works in respect of which a certificate of completion has been issued or a cause solely due to Government's faulty design ofworks. x. Market Rate shall be the rate as decided by the Engineer-in- Charge on the basis ofthe cost of materials and labourat the site where the work is to be executed plus the percentage mentioned
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	<p>in Schedule 'F' to cover, all overheads and profits. Provided that no extra overheads and profits shall be payable on the part(s) of work assigned to other agency(s) by the contractor as per terms of contract. Schedule(s) referred to in these conditions shall mean the relevant schedule(s) annexed to the tender documents 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.</p> <p>xi. Department means CPWD or any department of Government of India which invites tenders on behalf of President of India as specified in schedule 'F'.</p> <p>xii. District Specifications means the specifications followed by the State Government in the area where the work is to be executed.</p> <p>xiii. Tendered value means the value of the entire work as stipulated in the letter of award.</p> <p>xiv. Date of commencement of work: The date of commencement of work shall be the date of start as specified in schedule 'F' or the first date of handing over of the site; whichever is later, in accordance with the phasing if any, as indicated in the tender document.</p> <p>xv. GST shall mean Goods and Service Tax – Central, State and Inter State.</p>
Scope and Performance	<p>3. Where the context so requires, words imparting the singular only also include the plural and vice versa. Any reference to masculine gender shall whenever required include feminine gender and vice versa.</p> <p>4. Headings and Marginal notes to these General Conditions of Contract shall not be deemed to form part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.</p> <p>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 documents. None of these documents shall be used for any Purpose other than that of this contract.</p>
Works to be carried out	<p>6. The work to be carried out under the Contract shall, except as otherwise provided in these conditions, include all labourers, materials, tools, plants, equipment and transport which may be required in preparation of and for and in the full and entire execution and completion of the works. The descriptions given in the Schedule of Quantities (Schedule- A) shall, unless otherwise stated, be held to include wastage on materials, carriage and cartage, carrying and return of empties, hoisting, setting, fitting and fixing in position and all other labours necessary in and for the full and entire execution and completion of the work as aforesaid in accordance with good practice and recognized principles.</p>
Sufficiency of Tender	<p>7. 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 prices quoted in the Schedule of Quantities, which rates and prices shall, except as otherwise provided, cover all his obligations under the Contract and all matters and things necessary for the proper completion and Maintenance of the works.</p>
Discrepancies and Adjustment	<p>8. The several documents forming the Contract are to be taken as mutually explanatory of one another, detailed drawings being</p>

of Errors	<p>Followed in preference to small scale drawing and figured dimensions in preference to scale and special conditions in preference to General Conditions.</p> <p>In the case of discrepancy between the schedule of Quantities, the Specifications and/ or the Drawings, the following order of preference shall be observed:-</p> <ol style="list-style-type: none"> Description of Schedule of Quantities. Particular Specification and Special Condition, if any. Drawings. CPWD Specifications. Indian Standard Specifications of B.I.S. <p>If there are varying or conflicting provisions made in any one document forming part of the contract, the Accepting Authority shall be the deciding authority with regard to the intention of the document and his decision shall be final and binding on the contractor.</p> <p>Any error in description, quantity or rate in Schedule of Quantities or any omission therefrom 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 obligations under the contract.</p>
Signing of Contract	<p>9. The successful tenderer/contractor, on acceptance of his tender by the Accepting Authority, shall, within 15 days from the stipulated date of start of the work, sign the contract consisting of:-</p> <ol style="list-style-type: none"> The notice inviting tender, all the documents including drawings, if any, forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto. Standard C.P.W.D. Form as mentioned in Schedule 'F' consisting of: <ol style="list-style-type: none"> Various standard clauses with corrections up to the date stipulated in Schedule 'F' along with annexes thereto. C.P.W.D. Safety Code. Model Rules for the protection of health, sanitary arrangements for workers employed by CPWD or its contractors. CPWD Contractor's Labour Regulations. List of Acts and omissions for which fines can be imposed. No payment for the work done will be made unless contract is signed by the contractor.

	CLAUSES OF CONTRACT
Clause 1	
Performance Guarantee	<p>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.</p> <p>ii. The Performance Guarantee shall be initially valid up to the stipulated date of completion plus minimum 60 days beyond that. If the same is submitted by the agency on schedule format I as per GCC. If the same is submitted on the format II as per GCC then the performance Guarantee shall be valid up to the stipulated date of completion plus minimum 6 months beyond that. In case the time for completion of work gets enlarged, the contractor shall get the validity of Performance Guarantee extended to cover such enlarged time for completion of work. After recording of the completion certificate for the work by the competent authority, the performance guarantee shall be returned to the contractor, without any interest. However, in case of contracts involving maintenance of building and services/any other work after construction of same building and services/other work, then 50% of Performance Guarantee shall be retained as Security Deposit. The same shall be returned year wise proportionately.</p> <p>iii. The Engineer-in-Charge shall not make a claim under the performance guarantee except for amounts to which the President of India is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:</p>

	<p>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.</p> <p>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.</p> <p>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.</p>
Clause 1 A	
Recovery of Security Deposit	<p>The person/persons whose tender(s) may be accepted (hereinafter called the contractor) shall permit Government at the time of making any payment to him for work done under the contract to deduct a sum at the rate of 2.5% of the gross amount of each running and final bill till the sum deducted will amount to security deposit of 2.5% of the tendered value of the work. Such deductions will be made and held by Government by way of Security Deposit unless he/they has/have deposited the amount of Security at the rate mentioned above in cash or in the form of Government Securities or fixed deposit receipts. In case a fixed deposit receipt of any Bank is furnished by the contractor to the Government as part of the security deposit and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the Government to make good the deficit.</p> <p>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.</p> <p>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</p>

	<p>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.</p> <p>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 yearwiseproportionately.</p> <p>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.</p> <p>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.</p> <p>Note-3: Note 1 & 2 above shall be applicable for both clause 1 and 1A</p>
Clause 2	
Compensation for Delay	<p>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.</p> <p style="text-align: center;"> Compensation (i) With maximum rate 1% (one percent) maximum for delay of per month of delay to be computed on per day work basis based on quantum of damage suffered due to stated delay on the part of Contractor. if scheduled completion of work is more than one year </p> <p style="text-align: center;"> (ii) With maximum rate 1% (one percent) to 2% (two percent) (maximum) per month of delay to be computed on per day basis based on quantum of damage suffered due to stated delay on the part of Contractor. if scheduled </p>

	<p>completion of work is more than six months and upto oneyear</p> <p>(iii) With maximum rate 2% (two percent) to 5% (five percent) (maximum) per month of delay to be</p>
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	<p style="text-align: center;">computed on per day basis based on quantum of damage suffered due to stated delay on the part of Contractor. if scheduled completion of work is up to six months</p> <p>Provided always that the total amount of compensation for delay to be paid under this condition shall not exceed 10 % of the accepted Tendered Value of work In case no compensation has been decided by the authority in Schedule 'F' during the progress of work, this shall be no waiver of right to levy compensation by the said authority if the work remains incomplete on final justified extended date of completion. If the Engineer in Charge decides to give further extension of time allowing performance of work beyond the justified extended date, the contractor shall be liable to pay compensation for such extended period. If any variation in amount of contract takes place during such extended period beyond justified extended date and the contractor becomes entitled to additional time under clause 12, the net period for such variation shall be accounted for while deciding the period for levy of compensation. However, during such further extended period beyond the justified extended period, if any delay occurs by events under sub clause 5.2, the contractor shall be liable to pay compensation for such delay.</p> <p>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.</p> <p>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.</p> <p>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. Withholding 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.</p>
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Clause 2 A	For Maintenance Works estimated cost upto Rs. 25 Lacs (Modified OM No. DG/CON/307 dt. 19.11.2019)	
Compensation for Delay	<p>If the contractor fails to maintain the required progress to complete the work and clear the site on or before the contract period he shall, without prejudice to any other right or remedy available under the law to the Government on account of such breach, pay as compensation the amount calculated at the rates stipulated below as the authority specified in schedule 'F' may decide on the amount of accepted Tendered Value of the work for every completed day/month (as determined) that the work remains incomplete in the following manners.</p> <ol style="list-style-type: none"> If there is no hindrance, compensation shall be levied if work is incomplete. If site is not available there will be no compensation If there is partial hindrance then engineer- in – charge will compare amount of work executed in available hindrance free time w.r.t. total time and total work. Compensation will be levied if actual work executed is less than as calculated on pro rata basis. 	
	Compensation for delay of work	<ol style="list-style-type: none"> With maximum rate 1% (one percent) per month of delay to be computed on per day basis based on quantum of damage suffered due to stated delay on the part of Contractor. if scheduled completion of work is more than one year With rate 1% (one percent) to 2% (two percent) (maximum) per month of delay to be computed on per day basis based on quantum of damage suffered due to stated delay on the part of Contractor. if scheduled completion of work is more than six month and up to one year With rate 2% (two percent) to 5% (five percent) (maximum) per month of delay to be computed on per day basis based on quantum of damage suffered due to stated delay on the part of Contractor. if scheduled completion of work is up to six month

	<p>Provided always that the total amount of compensation for delay to be paid under this condition shall not exceed 10 % of the accepted Tendered Value of work In case no compensation has been decided by the authority in Schedule ‘F’ during the progress of work, this shall be no waiver of right to levy compensation by the said authority if the work remains incomplete on stipulated date of completion.</p> <p>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.</p>
	<p>In case action under clause 2 has not been finalized and the work has been determined under clause 3, the right of action under this clause shall remain post determination of contract but levy of compensation shall be for days the progress is behind the schedule on date of determination, as assessed by the authority in Schedule F. The compensation for delay, if not decided before the determination of contract, shall be decided after determination of contract.</p> <p>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.</p>
Clause 3	

<p>When Contract can be Determined</p>	<p>Subject to other provisions contained in this clause, the Engineer-in-Charge may, without prejudice to any other rights or remedy against the contractor in respect of any delay, not following safety norms inferior workmanship, any claims for damages and/or any other provisions of this contract or otherwise, and whether the date of completion has or has not elapsed, by notice in writing absolutely determine the contract in any of the following cases:</p> <ul style="list-style-type: none"> 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 daysthereafter. 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 theEngineer-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 orjustified 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 periodspecified. 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 theEngineer-in-Charge. v. If the contractor shall offer or give or agree to give to anyperson in Government service or to any other person on his behalf any giftor
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	<p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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:</p> <p>xii. (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</p>
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	<p>Performance Guarantee under the contract shall be liable to be forfeited and shall be absolutely at the disposal of the Government</p> <p>(b) After giving notice to the contractor to measure up the work of the contractor and to take such whole, or the balance or part thereof, as shall be un-executed out of his hands and to give it to another contractor to complete the work. The contractor, whose contract is determined as above, shall not be allowed to participate in the tendering process for the balance work. In the event of above courses being adopted by the Engineer-in-Charge, the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any materials or entered into any engagements or made any advances on account or with a view to the execution of the work or the performance of the contract. And in case action is taken under any of the provision aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work thereof or actually performed under this contract unless and until the Engineer-in-Charge has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the values certified.</p>
Clause 3 A	<p>CLAUSE 3A</p> <p>In case, the work cannot be started due to reasons not within the control of the contractor within 1/8th of the stipulated time for completion of work or one month whichever is higher, either party may close the contract by giving notice to the other party stating the reasons. In such eventuality, the Performance Guarantee of the contractor shall be refunded within 15 days Neither party shall claim any compensation for such eventuality. This clause is not applicable for any breach of the contract by either party.</p>
Clause 4	
<p>Contractor liable to pay compensation even if action not taken under Clause 3</p>	<p>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</p>

	<p>the case of these not being applicable, at current market rates to be certified by the Engineer-in-Charge, whose certificate thereof shall be final, and binding on the contractor, clerk of the works, foreman or other authorized agent to remove such tools, plant, materials, or stores from the premises (within a time to be specified in such notice) in the event of the contractor failing to comply with any such requisition, the Engineer-in-Charge may remove them at the contractor's expense or sell them by auction or private sale on account of the contractor and his risk in all respects and the certificate of the Engineer-in-Charge as to the expenses of any such removal and the amount of the proceeds and expenses of any such sale shall be final and conclusive against the contractor.</p>
Clause 5	
Time and Extension for Delay	<p>CLAUSE 5</p> <p>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.</p>
5.1	<p>(i) As soon as possible but within 7 (seven) working days of award of work and in consideration of</p> <ol style="list-style-type: none"> Schedule of handing over of site as specified in the Schedule 'F' Schedule of issue of drawings if applicable as specified in the Schedule 'F' <p>The Contractor shall submit a Time and Progress Chart for each milestone. The Engineer-in-Charge may within 7 (seven) working days thereafter, if required modify, and communicate the program approved to the contractor failing which the program submitted by the contractor shall be deemed to be approved by the Engineer-in-Charge. The work programme shall include all details of balance drawings and decisions required to complete the contract with specific dates by which these details are required by contractor without causing any delay in execution of the work. The Chart shall be prepared in direct relation to the time stated in the Contract documents for completion of items of the works. It shall indicate the forecast of the dates of commencement and completion of various trades of sections of the work and may be amended as necessary by agreement between the Engineer-in-Charge and the Contractor within the limitations of time imposed in the Contract documents. (ii) In case of non submission of work programme by the contractor the program approved by the Engineer-in-Charge shall be deemed to be final.</p>

	<p>(iii) The approval by the Engineer-in-Charge of such programme shall not relieve the contractor of any of the obligations under the contract.</p> <p>(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</p>
5.2	<p>If the work(s) be delayed by:-</p> <ul style="list-style-type: none"> (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. <p>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.</p> <p>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.</p>
5.3	<p>In case the work is hindered in the opinion of the contractor, by the Department for any reason/event, for which the Department is responsible, the contractor 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</p> <p>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.</p>
5.4	<p>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</p>

	<p>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.</p> <p>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.</p>
5.4.1	<p>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 milestones. 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.</p>
5.5	<p>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.</p>
CLAUSE 5 A	For Maintenance Works estimated cost upto Rs. 25 Lacs (Modified OM No. DG/CON/307 dt. 19.11.2019)
Time is the essence of the contract	<p>The time allowed for execution of the work as specified in the Schedule ‘F’ shall be the essence of the Contract i.e. the contract period will not be extended. The execution of the work shall commence from such time period as mentioned in schedule ‘F’. If the contractor commits default in commencing the execution of the work as aforesaid the performance guarantee shall be forfeited by the Engineer in Charge and shall be absolutely at the disposal of the Government without prejudice to any other right or remedy available in law.</p>

Clause 6	
<p>Computerized Measurement Book</p>	<p>Engineer-in-Charge shall, except as otherwise provided, ascertain and determine by measurement the value of work done in accordance with the contract.</p> <p>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.</p> <p>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.</p> <p>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/testchecks.</p> <p>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.</p> <p>The contractor shall also submit to the department separately his</p>

	<p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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</p>
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	<p>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.</p>
Clause 7	
Payment of intermediate certificate to be regarded as Advances	<p>No payment shall be made for work, estimated to cost Rs. two 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. twolac, the interim or running account bills shall be submitted by the contractor for the work executed on the basis of such recorded measurements on the format of the Department in triplicate on or before the date of every month fixed for the same by the Engineer-in- Charge. The contractor shall not be entitled to be paid any such interim payment if the gross work done together with net payment/ adjustment of advances for material collected, if any, since the last such payment is less than the amount specified in Schedule 'F', in which case the interim bill shall be prepared on the appointed date of the month after the requisite progress is achieved. Engineer-in-Charge shall arrange to have the bill verified by taking or causing to be taken, where necessary, the requisite measurements of the work. In the event of the failure of the contractor to submit the bills, no claims whatsoever due to delays on payment including that of interest shall be payable to the contractor. Payment on account of amount admissible shall be made by the Engineer-in-Charge certifying the sum to which the contractor is considered entitled by way of interim payment at such rates as decided by the Engineer-in-Charge. The amount admissible shall be paid by 10th working day after the day of presentation of the bill by the Contractor to the Engineer-in-Charge or his Asstt. Engineer together with the account of the material issued by the department, or dismantled materials, if any. In the case of works outside the headquarters of the Engineer- in-Charge, the period of ten working days will be extended to fifteen workingdays.</p> <p>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 treatedas final settlement and adjustment of accounts or in anyway vary or affect the contract.</p>

	<p>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.</p> <p>The Engineer-in-Charge in his sole discretion on the basis of a certificate from the Asstt. Engineer to the effect that the work has been completed up to the level in question make interim advance payments without detailed measurements for work done (other than foundations, items to be covered under finishing items) up to lintel level (including sunshade etc.) and slab level, for each floor working out at 75% of the assessed value. The advance payments so allowed shall be adjusted in the subsequent interim bills to be submitted by the contractor within 10 days of the interim payment. In case of delay in submission of bill by the contractor a simple interest @ 10% (ten percent) per annum shall be paid to the Government from the date of expiry of prescribed time limit which will be compounded on yearly basis.</p>
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.
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 is submitted by the contractor to the Engineer- in-Charge.
Clause 8	
Completion Certificate	<p>Within ten days of the completion of the work, the contractor shall give notice of such completion to the Engineer-in-Charge and within thirty days of the receipt of such notice, the Engineer-in-Charge shall inspect the work and if there is no defect in the work, shall furnish the contractor with a final certificate of completion, otherwise a provisional certificate of physical completion indicating defects (a) to be rectified by the contractor and/or (b) for which payment will be made at reduced rates, shall be issued. But no final certificate of completion shall be issued, nor shall the work be considered to be complete until the contractor shall have removed from the premises on which the work shall be executed all scaffolding, surplus materials, rubbish and all huts and sanitary arrangements required for his/their work people on the site in connection with the execution of the works as shall have been erected or constructed by the contractor(s) and cleaned off the dirt from all wood work, doors, windows, walls, floor or other parts of the building,in,upon,or about which the work is to be executed or of</p>

	<p>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.</p>
Clause 8 A	
Contractor to keep Site Clean	<p>When the Special repairs works are carried out, the splashes and droppings from white washing, colour washing, painting etc., on walls, floor, windows, etc shall be removed and the surface cleaned simultaneously with the completion of these items of work in the individual rooms, quarters or premises etc. where the work is done: without waiting for the actual completion of all the other items of work in the contract. In case the contractor fails to comply with the requirements of this clause, the Engineer-in-Charge shall have the right to get this work done at the cost of the contractor either departmentally or through any other agency. Before taking such action, the Engineer-in-Charge shall give ten days notice in writing to the Contractor.</p>
Clause 9	
Payment of Final Bill	<p>The final bill shall be submitted by the contractor in the same manner as specified in interim bills within three months of physical completion of the work or within one month of the date of the final certificate of completion furnished recorded by the Engineer-in-Charge whichever is earlier. No further claims shall be made by the contractor after submission of the final bill and these shall be deemed to have been waived and extinguished. Payments of those items of the bill in respect of which there is no dispute and of items in dispute, for quantities and rates as approved by Engineer-in-Charge, will, as far as possible be made within three months the period specified here in under, the period being reckoned from the date of receipt of the bill by the Engineer-in-Charge or his authorized Asstt. Engineer/ Junior Engineer, complete with account of materials issued by the Department and dismantled materials if any.</p> <p>a) If the Tendered value of work is up to Rs. 45 lac : 2months b) If the Tendered value of work is more than Rs.45 lac and up to Rs. 2.5 Crore : 3months c) If the Tendered value of work exceeds Rs. 2.5 Crore : 6 months</p> <p>If the final bill is submitted by the contractor within the period specified above and delay in payment of final bills is made by the deptt. After</p>

	<p>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. If the contractor or his authorized representative does not remain present at the time of such measurement after the contractor or his authorized representative has been given a notice in writing three (3) days in advance or fails to countersign or to record objection within a week from the date of the measurement, then such measurement recorded in his absence by the Engineer-in- Charge or his representative shall be deemed to be accepted by the contractor. If for any reason the Contractor or his authorized representative is not available and the work of recording measurement is suspended by the Engineer- in- Charge or his representative, the Engineer- in – Charge and the Department shall not entertain any claim from contractor for any loss or damages on this account.</p>
Clause 9 A	
Payment of Contractor's Bills to Banks	<p>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.</p> <p>Nothing herein contained shall operate to create in favour of the bank; registered financial, co-operative or thrift societies or recognized financial institutions any rights or equities vis the President of India.</p>
Clause 10 A	
Materials to be provided by the Contractor	<p>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.</p> <p>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</p>

	<p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p>
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	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 10 B	
Secured Advance on Materials	<p>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.</p> <p>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.</p>
Clause 10 C	
Payment on Account of Increase in Prices/Wages due to Statutory Order(s)	<p>If after submission of tender, if the price of any material incorporated in the work and/ or wages of labour increases as a direct result of the coming into force of any fresh law or statutory rule or order (but not due to any variation of rate in GST applicable on such material(s) being considered under this clause) beyond the prices/wages prevailing at the time of the last stipulated date of receipt of 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.</p> <p>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 changes of rate in sales tax/VAT, Central/State Excise/Custom Duty), Government shall in respect of materials incorporated in the works and/or labour engaged on the execution of the work after</p>

	<p>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.</p> <p>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.</p> <p>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.</p> <p>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 rule 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.</p>
Clause 10 CC	
Payment due to Increase / Decrease in Prices/ages (excluding materials covered under clause 10 CA) after Receipt of Tender for Works	<p>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:-</p> <p>(i) The base date for working out such escalation shall be the last stipulated date of receipt of tenders including extension, if any.</p>

	<p>(ii) The cost of work on which escalation will be payable shall be reckoned as below:</p> <p>(a) Gross value of work done up to this quarter :(A)</p> <p>(b) Gross value of work done up to the last quarter :(B)</p> <p>(c) Gross value of work done since previous quarter (A-B):(C)</p> <p>(d) Full assessed value of Secured Advance fresh paid in this quarter : (D)</p> <p>(e) Full assessed value of Secured Advance recovered in this quarter : (E)</p> <p>(f) Full assessed value of Secured Advance for which escalation Payable in this quarter (D-E):(F)</p> <p>(g) Advance payment made during this quarter:(G)</p> <p>(h) Advance payment recovered during this quarter:(H)</p> <p>(i) Advance payment for which escalation is payable in this Quarter(G-H):(I)</p> <p>(j) Extra items/deviated quantities of items paid as per Clause 12 Based on prevailing market rates during this quarter:(J)</p> <p>Then, M = $\frac{C+F+I-J}{M} \times N = 0.85$</p> <p style="text-align: center;">$\frac{W}{N}$</p> <p>(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.</p> <p>(iv) The compensation for escalation for other materials shall be worked as per the formula given below:-</p> <p>Adjustment for civil component / electrical component of construction 'Materials'</p> $V_m = W \times \frac{X_m \times (M_I - M_{I0})}{100 \times M_{I0}}$ <p>V_m = Variation in material cost i.e. increase or decrease in the amount in rupees to be paid or recovered.</p> <p>W = Cost of Work done worked out as indicated in sub-para (ii) of Clause 10CC.</p> <p>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.</p> <p>M_I = 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 provision of clause 5 of the</p>
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	<p>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.</p> <p>Mlo = 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.</p> <p>*Note: relevant component only will be applicable.</p> <p>(v) The following principles shall be followed while working out the indices mentioned in para (iv) above.</p> <p>(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.</p> <p>(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 thatperiod.</p> <p>(vi) The compensation for escalation for labour shall be worked out as per the formula givenbelow:-</p> $Y \qquad \qquad \qquad LI-LI_0$
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	$VL = W \times \frac{\text{-----}}{100} \times \frac{\text{-----}}{LI0}$ <p>VL: Variation in labour cost i.e. amount of increase or decrease in rupees to be paid or recovered.</p> <p>W: Value of work done, worked out as indicated in sub-para (ii) above.</p> <p>Y: Component of labour expressed as a percentage of the total value of the work.</p> <p>LI: Minimum wage in rupees of an unskilled adult male mazdoor, fixed under any law, statutory rule or order as applicable on the last date of the quarter previous to the one under consideration. (In respect of the justified period extended under the provisions of clause 5 of the contract without any action under clause 2, the minimum wage prevailing on the last date of quarter previous to the quarter pertaining to updated stipulated date of Completion considering the effect of extra work (extra time to be calculated on prorata basis only as cost of extra work x stipulated period/tendered cost, shall be considered.) 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.</p> <p>LI0: Minimum daily wage in rupees of an unskilled adult male mazdoor, fixed under any law, statutory rule or order as on the last stipulated date of receipt of tender including extension, if any.</p> <p>(vii) The following principles will be followed while working out the compensation as per sub para (vi) above.</p> <p>(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.</p> <p>(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;</p> <p>(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.</p> <p>(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</p>
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	<p>the formula herein before stated under this Clause 10CC shall mutatis mutandis apply, provided that:</p> <p>(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'.</p> <p>(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.</p> <p>(ix) Provided always that:-</p> <p>(a) Where provisions of clause 10CC are applicable, provisions of clause 10C will not be applicable but provisions of clause 10CA will be applicable.</p> <p>(b) Where provisions of clause 10CC are not applicable, provisions of clause 10C and 10CA will become applicable.</p> <p>Note: Updated stipulated date of completion (period of completion plus extra time for extra work for compensation under clause 10C and 10 CC</p> <p>The factor of 1.25 taken into account for calculating the extra time under clause 12.1 for extra time shall not be considered while calculating the updated stipulated date of completion for this purpose in clause 10C and clause 10CC.</p>
Clause 10 D	
Dismantled Material Govt. Property	The contractor shall treat all materials obtained during dismantling of a structure, excavation of the site for a work, etc. as Government's property and such materials shall be disposed off to the best advantage of Government according to the instructions in writing issued by the Engineer-in-Charge
Clause 11	
Work to be Executed in Accordance with Specifications, Drawings, Orders etc.	The contractor shall execute the whole and every part of the work in the most substantial and workmanlike manner both as regards materials and otherwise in every respect in strict accordance with the specifications. The contractor shall also conform exactly, fully and faithfully to the design, drawings and instructions in writing in respect of the work signed by the Engineer-in-Charge and the contractor shall be furnished free of charge one copy of the contract documents together with specifications, designs, drawings and instructions as are not included in the standard specifications of Central Public Works Department specified in Schedule 'F' or in any Bureau of Indian Standard or any other, published standard or code or, Schedule of Rates or any other printed publication referred to elsewhere in the contract.

	<p>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.</p>
Clause 12	
Deviations/ Variations Extent and Pricing	<p>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 contract or 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.</p> <p>The completion cost of any agreement for Maintenance works including works of upgradation, aesthetic, special repair, addition/ alterations should not exceed 1.25 times of Tendered amount. Any further deviation beyond this limit upto 1.5 times of tendered amount shall be approved by the authority mentioned in schedule 'F' with recorded reason and in exceptional case, ADG shall have full power to approve the deviation beyond 1.50 times of tendered amount with recorded reason and take suitable corrective action.</p>
12.1	<p>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 :</p> <ul style="list-style-type: none"> (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.
12.2 Deviation, Extra Items	<p>In the case of Extra Item(s) being the schedule items (Delhi Schedule of Rates</p>

<p>and Pricing</p> <p>Deviation, deviated Quantities, Pricing</p>	<p>Items), these shall be paid as per the schedule rate plus cost index (at the time of tender) plus/minus percentage above/ below quoted contract amount. Payment of Extra items in case of non-schedule items (Non-DSR items) shall be made as per the prevailing market rate.</p> <p>Deviation, Substituted Items In the case of Substitute Item(s) being the schedule items (Delhi Schedule of Rates items), these shall be paid as per the schedule rate plus cost index (at the time of tender) plus/minus percentage above/ below quoted contract amount. Payment of Substitute in case of non-schedule items (Non-DSR items) shall be made as per the prevailing market rate. In the case of contract items, which exceed the limits laid down in schedule F, the contractor shall be paid rates at Agreement rate/Market rate whichever is lower.</p>
<p>12.3</p>	<p>In case of decrease in the rates prevailing in the market of items for the work in excess of the limits laid down in Schedule F, the Engineer-in-Charge shall after giving notice to the contractor within one month of occurrence of the excess and after taking into consideration any reply received from him within fifteen days of the receipt of the notice, revise the rates for the work in question within one month of the expiry of the said period of fifteen days having regard to the market rates.</p>
<p>12.4</p>	<p>For the purpose of operation of Schedule “F”, the following works shall be treated as works relating to foundation unless & otherwise defined in the contract:</p> <ul style="list-style-type: none"> (i) For Buildings: All works up to 1.2 metres above ground level or up to floor 1 level whichever is lower. (ii) For abutments, piers and well staining: All works up to 1.2 m above the bed level. (iii) For retaining walls, wing walls, compound walls, chimneys, over head reservoirs/ tanks and other elevated structures: All works up to 1.2 metres above the ground level. (iv) For reservoirs/tanks (other than overhead reservoirs/tanks) : All works up to 1.2 metres above the ground level. (v) For basement: All works up to 1.2 m above ground level or up to floor 1 level whichever is lower. (vi) For Roads, all items of excavation and filling including treatment of sub base.
<p>12.5</p>	<p>Any operation incidental to or necessarily has to be in contemplation of tenderer while quoting filing tender, or necessary for proper execution of the item included in the Schedule of quantities or in the schedule of rates mentioned above, whether or not, specifically indicated in the description of the item and the relevant specifications, shall be deemed to be included in the rates quoted by the tenderer or the rate given in the said schedule of rates, as the case may be. Nothing extra shall be admissible for such operations.</p>

Clause 13	
Foreclosure of contract due to Abandonment or Reduction in Scope of Work	<p>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.</p> <p>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;</p> <ul style="list-style-type: none"> (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. 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. (iii) Reasonable compensation for repatriation of contractor's site staff and imported labour to the extent necessary. <p>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.</p> <p>The reasonable amount of items on (i), (iv) and (v) above shall not be in excess of 2% of the cost of the work remaining incomplete on the date of closure, i.e. total stipulated cost of the work as per accepted tender</p>

	<p>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.</p> <p>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.</p>
Clause 14	
Carrying out part work at risk & cost of contractor	<p>If contractor:</p> <ul style="list-style-type: none"> (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: <ul style="list-style-type: none"> (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 thecontractor. <p>The Engineer-in-Charge shall determine the amount, if any, is recoverable from the contractor for completion of the part work/ part</p>

	<p>incomplete work of any item(s) taken out of his hands and execute at the risk and cost of the contractor, the liability of contractor on account of loss or damage suffered by Government because of action under this clause shall not exceed 10% of the tendered value of the work.</p> <p>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.</p> <p>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.</p> <p>Any excess expenditure incurred or to be incurred by Government in completing the part work/ part incomplete work of any item(s) or the excess loss of damages suffered or may be suffered by Government as aforesaid after allowing such credit shall without prejudice to any other right or remedy available to Government in law or per as agreement be recovered from any money due to the contractor on any account, and if such money is insufficient, the contractor shall be called upon in writing and shall be liable to pay the same within 30 days.</p> <p>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.</p> <p>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.</p>
Clause 15	
Suspension of Work	<p>(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 work or any part thereof for such time and in such manner as the</p>

	<p>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:</p> <ul style="list-style-type: none"> (a) on account of any default on the part of the contractor; (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. <p>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.</p> <p>(ii) If the suspension is ordered for reasons (b) and (c) in sub-para (i) above:</p> <ul style="list-style-type: none"> (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. <p>(iii) If the works or part thereof is suspended on the orders of the Engineer-in-Charge for more than three months at a time, except when suspension is ordered for reason (a) in subpara (i) above, the contractor may after receipt of such order serve a written notice on the Engineer-in-Charge requiring permission within fifteen days from receipt by the Engineer in- Charge of the said notice, to proceed with the work or part thereof in regard to which progress has been suspended and if such permission is not granted within that time, the contractor, if he intends to treat the suspension, where it affects only a part of the works as an omission of such part by Government or where it affects whole of the works, as an abandonment of the works by Government, shall within ten days of expiry of such period of 15 days give notice in writing</p>
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	<p>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 contractorsubmits his claim supported by details to the Engineer-in-Charge within 30 days of the expiry of the period of 3 months.</p>
Clause 16	
Action in case Work not done as per Specifications	<p>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.</p> <p>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.</p> <p>If it shall appear to the Engineer-in-charge or his authorized subordinates in charge of the work or to the Chief Engineer in charge of Quality Assurance or his subordinate officers or the officers of the organization engaged by the Department for Quality Assurance or to the Chief Technical Examiner or his subordinate officers, that any work has been executed with unsound, imperfect, or unskillful workmanship, or with materials or articles provided by him for the execution of the work which are unsound or of a quality inferior to that contracted or otherwise not in accordance with the contract, the contractor shall, on demand in writing which shall be made within twelve months (six months in the case of work costing Rs. 10 Lac and below except road work) of the completion of the work from the Engineer-in-Charge specifying the work, materials or articles complained of notwithstanding that the same may have been passed, certified and paid for forthwith rectify, or remove and reconstruct the work so specified in whole or in part, as the case may require or as the casemay be, remove the materials or articles so specified and provideother</p>

	<p>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.</p> <p>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.</p>
Clause 17	
Contractor Liable for Damages, defects during defect liability Period	<p>If the contractor or his working people or servants shall break, deface, injure or destroy any part of building in which they may be working, or any building, road, road kerb, fence, enclosure, water pipe, cables, drains, electric or telephone post or wires, trees, grass or grassland, or cultivated ground contiguous to the premises on which the work or any part is being executed, or if any damage shall happen to the work while in progress, from any cause whatever or if any defect, shrinkage or other faults appear in the work within twelve months (six months in the case of work costing Rs. Ten lacs and below except road work) after a certificate final or otherwise of its completion shall have been given by the Engineer in- Charge as aforesaid arising out of defect or improper materials or workmanship the contractor shall upon receipt of a notice in writing on that behalf make the same good at his own expense or in default the Engineer-in-Charge cause the same to be made good by other workmen and deduct the expense from any sums that may be due or at any time thereafter may become due to the contractor, or from his security deposit or the proceeds of sale thereof or of a sufficient portion thereof. The security deposit of the contractor shall not be refunded before the expiry of twelve months (six months in the case of work costing Rs. Ten lacs and below except road work) after the issue of the certificate final or otherwise, of completion of work, or till the final bill has been prepared and passed whichever is later. Provided that in the case of road work, if in the opinion of the Engineer-in- Charge, half of the security deposit is sufficient, to meet all liabilities of the contractor under this contract, half of the security deposit will be refundable after six months and the remaining half after twelve months of the issue of the said certificate of completion or till the final bill has been prepared and passed whichever is later.</p>

	In case of Maintenance and Operation works of E&M services, the security deposit deducted from contractors shall be refunded within one month from the date of final payment or within one month from the date of completion of the maintenance contract whichever is earlier.
Clause 18	
Contractor to Supply Tools & Plantsetc.	The contractor shall provide at his own cost all materials (except such special materials, if any, as may in accordance with the contract be supplied from the Engineer-in-Charge's stores), machinery, tools & plants as specified in schedule F. In addition to this, appliances, implements, other plants, ladders, cordage, tackle, scaffolding and temporary works required for the proper execution of the work, whether original, altered or substituted and whether included in the specifications or other documents forming part of the contract or referred to in these conditions or not, or which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-Charge as to any matter as to which under these conditions he is entitled to be satisfied, or which he is entitled to require together with carriage therefore to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials, necessary for the purpose of setting out works, and counting, weighing and assisting the measurement for examination at any time and from time to time of the work or materials. Failing his so doing, the same may be provided by the Engineer-in-Charge at the expense of the contractor and the expenses may be deducted, from any money due to the contractor, under this contract or otherwise and/ or from his security deposit or the proceeds of sale thereof, or of a sufficient portions thereof.
Clause 18 A	
Recovery of Compensation paid to Workmen	In every case in which by virtue of the provisions sub- section (1) of section 12 of the Workmen's Compensation Act. 1923, Government is obliged to pay compensation to a workman employed by the contractor, in execution of the works, Government will recover from the contractor, the amount of the compensation so paid: and, , without prejudice to the rights of the Government under sub- section(2) of section 12, of the said Act, Government shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by Government to the contractor whether under this contract or otherwise. Government shall not be bound to contest any claim made against it under sub- section (1) of section 12, of the said Act, except on the written request of the contractor and upon his giving to Government full security for all costs for which Government might become liable in consequence of contesting such claim.
Clause 18 B	
Ensuring Payment and	In every case in which by virtue of the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, and of the Contract

Amenities to Workers if Contractor fails	<p>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.</p>
Clause 19	
Labour Law s to be complied by the Contractor	<p>The contractor shall obtain a valid licence under the Contract Labour (R&A) Act, 1970, and the Contract Labour (Regulation and Abolition) Central Rules, 1971, before the commencement of the work, and continue to have a valid license until the completion of the work.</p> <p>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.</p> <p>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.</p> <p>Any failure to fulfill these requirements shall attract the penal provisions of this contract arising out of the resultant non-execution of the work.</p>
CLAUSE 19A	No labour below the age of fourteen years shall be employed on the work.
CLAUSE 19 B	
Payment of Wages	<p>Payment of wages:</p> <p>(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</p>

	Regulations or as per the provisions of the Contract
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	<p>Labour(Regulation and Abolition) Act, 1970 and the contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable.</p> <p>(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.</p> <p>(iii) In respect of all labour directly or indirectly employed in the works for performance of the contractor's part of this contract, the contractor shall comply with or cause to be complied with the Central Public Works Department contractor's Labour Regulations made by Government from time to time in regard to payment of wages, wage period, deductions from wages recovery of wages not paid and deductions unauthorizedly made, maintenance of wage books or wage slips publication of scale of wage and other terms of employment, inspection and submission of periodical returns and all other matters of the like nature or as per the provisions of the Contract Labour(Regulation and Abolition) Act, 1970, and the Contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable</p> <p>(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.</p> <p>(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.</p> <p>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.</p> <p>(v) The contractor shall comply with the provisions of the Payment of Wages Act, 1936, Minimum Wages Act, 1948, Employees</p>
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	<p>Liability Act, 1938, Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947, Maternity Benefits Act, 1961, and the Contractor's Labour (Regulation and Abolition) Act 1970, or the modifications thereof or any other laws relating thereto and the rules made there under from time to time.</p> <p>(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.</p> <p>(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.</p> <p>(viii) Whatever is the minimum wage for the time being, or if the wage payable is higher than such wage, such wage shall be paid by the contractor to the workmen directly without the intervention of Jamadar and that Jamadar shall not be entitled to deduct or recover any amount from the minimum wage payable to the workmen as and by way of commission or otherwise.</p> <p>(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.</p>
CLAUSE 19C	<p>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.</p>
CLAUSE 19 D	<p>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:-</p> <ol style="list-style-type: none"> (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 month 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

	<p>maternity benefit according to Clause 19F and the amount paid to them.</p> <p>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.</p>
CLAUSE 19 E	<p>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.</p>
CLAUSE 19 F	<p>Leave and pay during leave shall be regulated as follows:-</p> <p>1. Leave:</p> <ul style="list-style-type: none"> (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. <p>2. Pay :</p> <ul style="list-style-type: none"> (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. <p>3. Conditions for the grant of Maternity Leave:</p> <p>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.</p> <p>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.</p>
Clause 19 G	<p>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</p>

	<p>materially incorrect, he/they shall, without prejudice to any other liability, pay to the Government a sum as decided by the authority mentioned in Schedule F for every default, breach or furnishing, making, submitting, filing such materially incorrect statements and in the event of the contractor(s) defaulting continuously in this respect, the penalty may be enhanced to Rs.200/- per day for each day of default subject to a maximum of 5 percent of the estimated cost of the work put to tender. The decision of the Engineer-in-Charge shall be final and binding on the parties.</p> <p>Should it appear to the Engineer-in-Charge that the contractor(s) is/are not properly observing and complying with the provisions of the C.P.W.D. Contractor's Labour Regulations and Model Rules and the provisions of the Contract Labour (Regulation and Abolition) Act 1970, and the Contract Labour (R& A) Central Rules 1971, for the protection of health and sanitary arrangements for work-people employed by the contractor(s) (hereinafter referred as "the said Rules") the Engineer-in-Charge shall have power to give notice in writing to the contractor(s) requiring that the said Rules be complied with and the amenities prescribed therein be provided to the work-people within a reasonable time to be specified in the notice. If the contractor(s) shall fail within the period specified in the notice to comply with and/observe the said Rules and to provide the amenities to the work-people as aforesaid, the Engineer-in-Charge shall have the power to provide the amenities hereinbefore mentioned at the cost of the contractor(s). The contractor(s) shall erect, make and maintain at his/their own expense and to approved standards all necessary huts and sanitary arrangements required for his/their work-people on the site in connection with the execution of the works, and if the same shall not have been erected or constructed, according to approved standards, the Engineer-in-Charge shall have power to give notice in writing to the contractor(s) requiring that the said huts and sanitary arrangements be remodelled and/or reconstructed according to approved standards, and if the contractor(s) shall fail to remodel or reconstruct such huts and sanitary arrangements according to approved standards within the period specified in the notice, the Engineer-in-Charge shall have the power to remodel or reconstruct such huts and sanitary arrangements according to approved standards at the cost of the contractor(s).</p>
CLAUSE 19 H	The contractor(s) shall at his/their own cost arrange appropriate accommodation for his/ their labour employed which should have proper doors windows, ventilation, water supply, drainage, & sanitary installation etc.
Clause 19I	The Engineer-in-Charge may require the contractor to dismiss or remove from the site of the work any person or persons in the contractors' employ upon the work who may be incompetent or misconduct himself and the contractor shall forthwith comply with such requirements. In respect of maintenance/repair or renovation works

	etc. where the labour have an easy access to the individual houses, the contractor shall issue identity cards to the labourers, whether temporary or permanent and he shall be responsible for any untoward action on the part of such labour. AE/JE will display a list of contractors working in the colony/Blocks on the notice board in the colony and also at the service centre, to apprise the residents about the same.
CLAUSE 19J	<p>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.</p> <p>However, the Superintending Engineer, through a notice, may require the contractor to remove the illegal occupation any time on or before construction and delivery.</p>
Clause 19K Employment of skilled/semi skilled workers	<p>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.</p> <p>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.</p> <p>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</p>

	<p>Corporation (NSDC) for certification at the level of skilled/semi skilled tradesmen.</p> <p>For work costing more than Rs. 50 Crores, the contractor shall arrange on site training as per National Skill Development Corporation (NSDC) norms for at least 30% of the unskilled worker engaged in the project in coordination with the CPWD Regional Training Institute & National Skill Development Corporation (NSDC) for certification at the level of skilled/semi skilled tradesmen. The cost of such training as stated above shall be born by the Government. The necessary space and workers shall be provided by the contractor and no claim whatsoever shall be entertained.</p>
CLAUSE 19L Contribution of EPF and ESI	<p>The ESI and EPF contributions on the part of employer in respect of this contract shall be paid by the contractor. These contributions on the part of the employer paid by the contractor shall be reimbursed by the Engineer-in-charge to the contractor on actual basis. The verification of deployment labour will be done through biometric attendance system or any other suitable method by the Engineer in Charge. The applicable and eligible amount of EPF & ESI shall be reimbursed preferably within 7 days but not later than 30 days of submission of documentary proof of payment provided same are in order.</p>
Clause 20	
Minimum Wages Act to be Complied With	<p>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.</p>
Clause 21	
Work not to be sublet. Action in case of insolvency	<p>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.</p>
Clause 22	
	<p>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.</p>

Clause 23	
Changes in firm's Constitution to be Intimated	Where the contractor is a partnership firm, the previous approval in writing of the Engineer-in-Charge shall be obtained before any change is made in the constitution of the firm. Where the contractor is an individual or a Hindu undivided family business concern, such approval as aforesaid shall likewise be obtained before the contractor enters into any partnership agreement where under the partnership firm would have the right to carry out the works hereby undertaken by the contractor. If previous approval as aforesaid is not obtained, the contract shall be deemed to have been assigned in contravention of Clause 21 hereof and the same action may be taken, and the same consequences shall ensue as provided in the said Clause 21.
Clause 24	
Life Cycle cost	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 three months after issue of notice by Engineer- in- Charge.
Clause 25	
Settlement of Disputes & Arbitration	<p>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:</p> <p>(i) If the contractor considers any work demanded of him to be outside the requirements of the contract, or disputes any drawings, record or decision given in writing by the Engineer-in-Charge or if the Engineer in Charge considers any act or decision of the contractor on any matter in connection with or arising out of the contract or carrying out of the work, to be unacceptable and is disputed, such party shall promptly within 15 days of the arising of the disputes request the Chief Engineer/CPM, or where there is no Chief Engineer/CPM, the Additional Director General/Special Director General (CE/ADG/SDG) who shall refer the disputes to Dispute 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) gives its decision within a period of 60 days extendable by 30 days by consent of both</p>

	<p>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.</p> <p>The DRC will submit its decision to the concerned ADG/SDG for acceptance. ADG/ SDG in a time limit of 30 days from receipt of DRC decision will convey acceptance or otherwise on the said decision if the Dispute Redressal Committee (DRC) fails to give its decision within the aforesaid period or the ADG/SDG fails to give his acceptance in the aforesaid time limit or any party is dissatisfied with the decision of Dispute Redressal Committee (DRC) ADG/ SDG 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 the time limits available to DRC/ ADG/SDG may give notice to the Chief Engineer/CPM, CPWD, in charge of the work or if there be no Chief Engineer/ CPM, the Additional Director General /Special Director General of the concerned region of CPWD or if there be no Additional Director General/ Special Director General, the Director General, CPWD for appointment of arbitrator on prescribed proforma as per Appendix XV under intimation to the other party.</p> <p>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.</p> <p>The CE/CPM/ADG/ SDG /DG shall in such case appoint the sole arbitrator or one of the three arbitrators as the case may be within 30 days of receipt of such a request and refer such disputes to arbitration. Wherever the Arbitral Tribunal consists of three Arbitrators, the contractor shall appoint one arbitrator within 30 days of making request for arbitration or of receipt of request by Engineer-in-charge to CE/ADG/ 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</p> <ol style="list-style-type: none"> A party fails to appoint the second Arbitrator, or 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. <p>(ii) Disputes or difference shall be referred for adjudication through arbitration by a Tribunal having sole arbitrator where claimed amount is Rs. 20 Crore or less.</p>
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	<p>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.</p> <p>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.</p> <p>It is also a term of this contract that any member of the Arbitration Tribunal shall be a Graduate Engineer with experience in handling public works engineering contracts, 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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>The venue of the arbitration shall be such place as may be fixed</p>
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	by the Arbitral Tribunal in consultation with both the parties. Failing any such agreement, then the Arbitral Tribunal shall decide the venue.
Clause 26	
Contractor to indemnify Govt. against Patent Rights	The contractor shall fully indemnify and keep indemnified the President of India against any action, claim or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay any royalties which may be payable in respect of any article or part thereof included in the contract. In the event of any claims made under or action brought against Government in respect of any such matters as aforesaid, the contractor shall be immediately notified thereof and the contractor shall be at liberty, at his own expense, to settle any dispute or to conduct any litigation that may arise 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.
Clause 27	
Lumpsum Provisions in Tender.	When the estimate on which a tender is made includes lump sum in respect of parts of the work, the contractor shall be entitled to payment in respect of the items of work involved or the part of the work in question at the same rates as are payable under this contract for such items, or if the part of the work in question is not, in the opinion of the Engineer-in-Charge payable of measurement, the Engineer-in-Charge may at his discretion pay the lump-sum amount entered in the estimate, and the certificate in writing of the Engineer-in-Charge shall be final and conclusive against the contractor with regard to any sum or sums payable to him under the provisions of the clause.
Clause 28	
Action where no Specifications are Specified	In the case of any class of work for which there is no such specifications as referred to in Clause 11, such work shall be carried out in accordance with the Bureau of Indian Standards Specifications. In case there are no such specifications in Bureau of Indian Standards, the work shall be carried out as per manufacturers' specifications, if not available then as per 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
Clause 29	
Withholding and lien in respect of sum due from Contractor	(i) Whenever any claim or claims for payment of a sum of money arises out of or under the contract or against the contractor, the Engineer-in-Charge or the Government shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from the security, if any deposited by the contractor and for the

	<p>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.</p> <p>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.</p> <p>(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.</p> <p>Provided that the Government shall not be entitled to recover any</p>
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	sum overpaid, nor the contractor shall be entitled to payment of any sum paid short where such payment has been agreed upon between the Superintending Engineer or Executive Engineer on the one hand and the contractor on the other under any term of the contract permitting payment for work after assessment by the Superintending Engineer or the Executive Engineer.
Clause 29 A	
Lien in respect of claims in other Contracts	<p>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.</p>
Clause 30	
Unfiltered water Supply	<p>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.</p> <p>(i) That the water used by the contractor(s) shall be fit for construction purposes to the satisfaction of the Engineer-in-Charge.</p> <p>(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.</p>
Clause 31	
Hire of Plant & Machinery	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
Clause 32	
Employment of Technical Staff and employees	<p>Contractors Superintendence, Supervision, Technical Staff & Employees</p> <p>(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.</p> <p>The contractor shall immediately after receiving letter of</p>

	<p>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 of 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'</p> <p>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.</p> <p>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</p>
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	<p>two days.</p> <p>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 theEngineer-in-Charge.</p> <p>(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 thework.</p> <p>The contractor shall provide and employ skilled, semiskilled and unskilled labour as is necessary for proper and timely execution of the work.</p> <p>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.</p>
Clause 33	
Levy/Taxes payable by Contractor	<p>(i) GST, Building and other Construction Workers WelfareCessor anyothertax,levyorCessinrespectofinputfororoutputby this contract shall be payable by the contractor and</p>

	<p>Government shall not entertain any claim whatsoever in this respect except as provided under Clause 38</p> <p>(ii) The contractor shall deposit royalty and obtain necessary permit for supply of the red bajri, stone, kankar, etc. from local authorities.</p> <p>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.</p>
Clause 34	
Conditions for reimbursement of levy/taxes if levied after receipt of Tenders	<p>(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. increases 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.</p> <p>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 side, increase or decrease.</p> <p>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.</p> <p>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.</p> <p>(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.</p> <p>(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.</p>

Clause 35	
Termination of Contract on death of contractor	Without prejudice to any of the rights or remedies under this contract, if the contractor dies, the Engineer in Charge on behalf of the President of India shall have the option of terminating the contract without levy compensation to the contractor.
Clause 36	
If relative working in CPWD then the contractor not allowed totender	<p>The contractor shall not be permitted to tender for works in the CPWD circle (Division in case of contractors of Horticulture/Nursery categories) responsible for award and execution of contracts in which his near relative is posted as Divisional Accountant or as an officer in any capacity between the grades of the Superintending Engineer and Junior Engineer (both inclusive). He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any Gazetted Officer in the C.P.W.D. or in the Ministry of Urban Development. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of this Department. If however the contractor is registered in any other department, he shall be debarred from tendering in CPWD for any breach of this condition.</p> <p>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.</p>
Clause 37	
No Gazetted Engineer to work as Contractor within one year of retirement	No engineer of gazetted rank or other gazetted officer employed in engineering or administrative duties in an engineering department of the Government of India shall work as a contractor or employee of a contractor for a period of one year after his retirement from government service without the previous permission of Government of India in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found at any time to be such a person who had not obtained the permission of Government of India as aforesaid, before submission of the tender or engagement in the Contractor's service, as the case may be.
Clause 38	
Theoretical conception of Material	<p>(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:-</p> <p>(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.</p> <p>(b) Theoretical quantity of steel reinforcement or structural steel</p>

	<p>sections shall be taken as the quantity required as per design or as authorized by Engineer-in-Charge, including authorized lappages, chairs etc. plus 3% wastage due to cutting into pieces, such theoretical quantity being determined and compared with the actual issues each diameter wise, section wise and category wise separately.</p> <p>(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 & categorywise.</p> <p>(d) For any other material as per actual requirements.</p> <p>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 Superintending Engineer regarding theoretical quantities of materials which should have been actually used, shall be final and binding on the contractor.</p> <p>(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.</p>
Clause 39	
Compensation during warlike situations	<p>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</p>

	<p>which they were collected shall be final and binding on all parties to thiscontract.</p> <p>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 consideredreasonable by the Divisional Officer.</p>
Clause 40	
Apprentices Act provisions to be compliedwith	<p>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 arisingon account of any violation by him of the provisions of the said Act.</p>
Clause 41	
Release of Security deposit after labour clearance	<p>Release of Security Deposit of the work shall not be refunded till the contractor produces a clearance deposit after labour certificate from the Labour Officer. As soon as the work is virtually complete the contractor shall apply for the clearance certificate to the Labour Officer under intimation to the Engineer-in-Charge. The Engineer-in-Charge, on receipt of the said communication, shall write to the Labour Officer to intimate if any complaint is pending against the contractor in respect of the work. If no complaint is pending, on record till after 3 months after completion of the work and/or no communication is received from the Labour Officer to this effect till six months after the date of completion, it will be deemed to have received the clearance certificate and the Security Deposit will be released if otherwise due.</p>

C.P.W.D. 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 up to 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 sides of the trenches which are 1.5m. (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 bore well. 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 over loaded 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 mat 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 mat.
 - 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 Cylinders 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 non sparking tools safety lights and gas masks and portable air blowers (when necessary). They must be supplied with barrier cream for anointing the limbs before working inside the sewer lines.
 - 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 paste 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 dry rubbing 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 equipment 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 codes 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 Central P.W.D. or its 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-aid box 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 sal volatile having the dose and mode of administration indicated on the label.
7. 1 snake bite 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 sal volatile 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-aidbox.
- (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 workplace.
- (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 maybe.
(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 (10 ft.) 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 bedroom.
- (iv) The contractor shall provide one ayaa 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 is 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, and 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 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 women workers 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 equipment 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 'No profit, No loss' and shall be conspicuously displayed in the canteen.
- (xvi) In arriving at the price of food stuffs, 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 accountant's 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.

C.P.W.D. Contractor's Labour Regulations

1. SHORT TITLE

These regulations may be called the C.P.W.D./PWD (DA) Contractors Labour Regulations.

2. DEFINITIONS

- i. Workman means any person employed by C.P.W.D./PWD (DA) or its contractor directly or indirectly through a subcontractor with or without the knowledge of the Central Public Works Department/PWD (DA) 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....."

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:-
- ii. Fines
- iii. 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.
- iv. 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.
- v. Deduction for recovery of advances or for adjustment of overpayment of wages, advances granted shall be entered in a register.
- vi. Any other deduction which the Central Government may from time to time allow.
- vii. 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.
- viii. Note :- An approved list of Acts and Omissions for which fines can be imposed is enclosed at Appendix-X
- ix. 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.
- x. 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.
- xi. 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.
 - xii. Every fine shall be deemed to have been imposed on the day of the act or omission in respect of which it was imposed.

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:
 - v. Full particulars of the labourers who met with accident.
 - a) Rate of Wages.
 - b) Sex
 - c) Age
 - d) Nature of accident and cause of accident.
 - e) Time and date of accident.
 - f) Date and time when admitted in Hospital,
 - g) Date of discharge from the Hospital.
 - h) Period of treatment and result of treatment.
 - i) Percentage of loss of earning capacity and disability as assessed by Medical Officer.
 - j) Claim required to be paid under Workmen's Compensation Act.
 - k) Date of payment of compensation.
 - l) Amount paid with details of the person to whom the same was paid.
 - m) Authority by whom the compensation was assessed.
 - n) Remarks
 - vi. The contractor shall maintain a Register of Fines in the Form XII of the CL (R&A) Rules 1971 (Appendix-XI)
 - vii. 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)
 - viii. The contractor shall maintain a Register of deductions for damage or loss in Form XX of the CL (R&A) Rules 1971 (Appendix-XII)
 - ix. The contractor shall maintain a Register of Advances in Form XXIII of the CL (R&A) Rules 1971 (Appendix-XIII)
 - x. The contractor shall maintain a Register of Overtime in Form XXIII of the CL (R&A) Rules 1971 (Appendix-XIV)
6. ATTENDANCE CARD-CUM-WAGESLIP
- i. The contractor shall issue an Attendance card-cum-wage slip to each workman employed by him in the specimen format (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.

7. 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).

8. 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)

9. 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.

10. 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.

11. 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 Executive Engineer after the Superintending Engineer has given his decision on such appeal.

- i. The Executive Engineer shall arrange payments to the labour concerned within 45 days from the receipt of the report from the Labour Officer or the Superintending Engineer as the case may be.

12. 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 Superintending Engineer concerned within 30 days from the date of decision, forwarding simultaneously a copy of his appeal to the Executive Engineer concerned but subject to such appeal, the decision of the officer shall be final and binding upon the contractor.

13. 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 employer 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.

14. 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.

15. SUBMISSIONS OF RETURNS

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

16. 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 'T'**REGISTER OF MATERNITY BENEFITS (Clause 19 F)**

Name and address of the contractor.....

Name and location of the work.....

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

Date on which maternity leave commenced and ended

Date of delivery miscarriage	Commenced	Ended	Commenced	Ended
6.	7.	8.	9.	10.

Leave pay paid to the employeeIn case of miscarriageIn case of deliveryRemarks

Rate of leave pay	Amount paid	Rate of leave pay	Amount paid	
11.	12.	13.	14.	15.

Appendix 'II'

**SPECIMEN FORM OF THE REGISTER, REGARDING
MATERNITY BENEFIT ADMISSIBLE TO THE CONTRACTOR'S LABOUR
IN CENTRAL PUBLIC WORKS DEPARTMENT WORKS.**

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 certificate 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 her 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.

Appendix 'III'**Labour Board**

Nameofwork

.....
.....

NameofContractor

.....
.....

AddressofContractor

.....
.....

Name and address of C.P. W.D. Division

.....

Name of C.P.W.D.LabourOfficer

.....
.....

Address of C.P.W.D.LabourOfficer

.....
.....

Name of Labour Enforcement Officer

.....

Address of Labour Enforcement
Officer.....

Sl. No.	Categor y	Minim um wage	Actual wage paid	Num ber prese	Remark s
--------------------	----------------------	------------------------------	---------------------------------	------------------------------	---------------------

		fixed		nt	

Weeklyholiday

.....
.....

Wageperiod

.....
.....

Date of paymentofwages

.....
.....

Workinghours

.....
.....

Restinterval

.....
.....

Appendix 'IV'**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.....

SI. No	Name and Surname of work man	Age and Sex	Father's/ H usband's name	Nature of emplo yment/ design atio n	Permane nt home address of the workman (Village and Tehsi l, Taluk and District)	Loca l addre ss	Date of com menc e- ment of employ ment	Sig nat ure or thu mb impress ion of the work man	Date of term inati on of empl oy ment	Rea so n s fo r ter mi n ati o ns	Remar ks
1	2	3	4	5	6	7	8	9	10	11	12

Appendix 'V'

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 locationofwork

Name and address ofPrincipalEmployer

For the Month of Fortnight

Sl. No.	Name of Workman	Sex	Father's/Husband's name	Dates					Remarks
1.	2.	3.	4.	5.					6.
				1.	2.	3.	4.	5.	

Appendix 'VI'**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/ Fortnight.....

S l. N o.	Na me of Wo rk ma n	Se ri al No . in the reg ist er of wo rk ma n	Desi gnati on natur e of work done	N o. of da ys wo rke d	U ni t s of wo rk done	Dail y rate of wage s/pie ce rate	Amount of wages earned					Ded ucti on if any (ind icat enat ure)	Net am ount paid	Sign ature or thumb impre ssion of the work man	Initial of contracto r or his represent ative
							B a si c w a ge s	De ar nes s allo w anc es	ov er tim e	Oth er cas h pay me nts (in dic ate nat ure)	T o t al				
1.	2.	3.	4.	5.	6.	7.	8.	9.	10.	11.	12.	13.	14.	15.	16.

Appendix 'VII'

WageCard

Nameandaddressofcontractor

Nameandlocationofwork

Nameofworkman

Rate of Wages

DateofIssue

Designation

Month/Fortnight

1	2	3	4	5	6	7	8	9	1	1	1	1	1	1	1	1	1	2	2	2	2	2	2	2	2	2	3		
									0	1	2	3	4	5	6	7	8	9	0	1	2	3	4	5	6	7	8	9	0

Mornin

g

Evening

Initial

Receivedfrom the sumofRs.onaccountofmywages

Signature

Appendix 'VII'**Form XIX [See rule 78 (2)(b)]****Wages Slip**

Name and address of 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 contractor or his representative

Appendix 'VIII'

Form-XIV [See rule 76]
Employment Card

Name and address of contractor-----

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

Name of work and location of work-----

Name and address of Principal Employer-----

1- Nameoftheworkman-----

2- SI.No.intheregisterofworkmanemployed-----

3- Nature ofemployment/designation-----

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

5- Wageperiod-----

6- Tenure ofemployment-----

7- Remarks-----

-

Signatureofcontractor

Appendix 'IX'**Form – XV (see Rule 77) Service
Certificate**

Name and address of
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	Rates of wages (with particular of unit in case of piece work)	Remarks
	From	To			

Signature

Appendix 'X'**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 alone or in combinationwithother.
2. Theft fraud or dishonesty in connection with the contractorsbesideabusinesorpropertyofCPWD.
3. Takingorgivingbribesoranyillegalgratifications
4. Habituallateattendance.
5. Drunkenness lighting, riotous or disorderly or indifferentbehaviour
6. Habitualnegligence.
7. Smoking near or around the area where combustible or other materialsarelocked
8. Habitualindiscipline.
9. Causing damage to work in the progress or to property of the CPWD orof thecontractor.
10. Sleepingonduty.
11. Malingering or slowing downwork.
12. Giving of false information regarding name, age father'sname,etc.
13. Habitual loss of wage cards supplied bytheemployers.
14. Unauthoriseduseof employer's propertyofmanufacturing or making of unauthorised particles at theworkplace.
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 undertakerectifications.
16. Makingfalsecomplaintsand/or misleadingstatements.
17. Engaging ontradewithin the premisesof theestablishments.
18. Any unauthorised divulgence of business affairs of theemployees.
19. Collectionorcanvassingforthecollectionofanymoneywithinthepremisesofan establishment unless authorised by theemployer.
20. Holding meeting inside the premises without previous sanction oftheemployers.
21. Threatening or intimidating any workman oremployerduringtheworkinghourswithinthepremises.

Appendix 'XI'**Form – XII (see Rule 78(2)(d))
Register of Fines*****Names and address of contractor.....***

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

Nature and location of work

Name and address of Principal Employer

.....

S l. N o.	Nam e of work man	Father 's/ Husba nd' s name	Desig natio n/ natur e of empl oy ment	Act/Omi ssion for which fine imposed	Dat e of offe nc e	Whet her work ma n show ed cause again st fine	Name of person in whose presen ce employ ee' s explan ationw as heard	Wa ge peri o d and wag es pay ab le	Am oun t of find imp ose d	Dat e on whi ch fine rele ase d	Re mar ks
1.	2.	3.	4.	5.	6.	7.	8.	9.	10.	11.	12.

Appendix 'XII'**Form – XX (see Rule 78(2)(d)) Register of
Deduction for Damage or Loss**

Name and address of contractor.....

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

Nature and location of work..... and address of

Principal Employer.....

S N	Name of Workman	Father's/H usband name	Designation/ nature of employment	Particulars of damage or loss	Date of damage or loss	Whether workman showed cause against deduction	name of person in whose presence employee's explanation was heard	Amount of deduction imposed	No. of installments	Date of recovery		Remarks
										First installment	Last installment	
	2	3	4	5	6	7	8	9	10	11	12	13

Appendix 'XIII'

Form – XXII (see Rule 78(2)(d)) Register of
Advances

Name and address of 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 work man	Fath er's / Husb andn ame	De sig nat i on/ nat u re of em plo ym ent	Wage Period and wages payabl e	Date and amount of advance given	Pur po se(s) for whi ch adv anc e ma de	Num ber of insta llme nts by which advanc e to berepa id	Date and amou nt of each instal ment repai d	Date and which last install ment was repaid	Rem ark s
1	2	3	4	5	6	7	8	9	10	11

Appendix 'XIV'

Form – XXIII (see Rule 78(2)(e)) Register of Overtime

Name and address of contractor.....

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

Nature and location of work.....

Name and address of Principal Employer.....

SI. No.	Name of Work man	Father's/ Husba nd's name	Se x	Desig nation/ nature of emplo yment	Date o n which Overti me worked	Total overti me worke d or produc tion in case of piece rated	Normal rate ofwages	Overti me rate ofwag es	Overti me earnin g	Rate on whic h overt im e paid	Rema rks
1	2	3	4	5	6	7	8	9	10	11	12

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 Rupeesso 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 advance 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 saidandby 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 RESCHEDULING OF MILESTONE/EXTENSION OF TIME**

1. Name of contractor
2. Name of work as given in the agreement
3. Agreement no
4. Estimated amount put 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**

APPENDIX XVII
Notice for appointment of
Arbitrator [Refer Clause 25]

To

The Chief
 Engineer/ADG/DGW

..... (Zone
 orRegion)

Dear Sir,

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

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

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

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

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

Yours faithfully, (Signatures)

Copy in duplicate to:

1. The Executive Engineer, Division.

ANNEXURE-II

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

The Agreement made this day of two thousand andbetween.....son of.....of (hereinafter called the Guarantor of the one part) and the PRESIDENT OF INDIA (hereinafter called Government of the other part).

WHEREAS this agreement is supplementary to a contract (hereinafter called the Contract) dated and made between the GUARANTOR of the one part and the Government of the other part, whereby the Contractor, inter alia, undertook to render the buildings and structures in the said contract recited completely water and leak-proof.

AND WHEREAS GUARANTOR agreed to give a guarantee to the effect that the said structures will remain water and leak-proof for five years from the date of giving of water proofing treatment. NOW THE GUARANTOR hereby guarantees that water proofing treatment given by him will render the structures completely leak-proof and the minimum life of such water proofing treatment shall be five years to be reckoned from the date after the maintenance period prescribed in the contract.

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

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

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

That if GUARANTOR fails to execute the water proofing or commits breach thereunder then The GUARANTOR will indemnify the Principal and his successors 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 Government the decision of the Engineer-in-Charge will be final and binding on the parties.

IN WITNESS WHERE OF these presents have been executed by the Obligor..... and by and for and on behalf of the PRESIDENT OF INDIA on the day, month and year first above written.

Signed, sealed and delivered by OBLIGOR in the presence of—

- 1.
- 2.

Signed for and on behalf of THE PRESIDENT OF INDIA by in the presence