



DO NOT ACCEPT IT WITHOUT HOLOGRAM



इंजीनियरी उत्कृष्टता के 160 वर्ष

केन्द्रीय लोक निर्माण विभाग
के कार्यों के लिये
संविदा की सामान्य शर्तें



CPWD

**GENERAL CONDITIONS
OF CONTRACT
FOR
CENTRAL P.W.D. WORKS
2014**

Incorporating Amendments upto Circular bearing No. DGW/CON/280 dt. 25.06.2014

160 Years of Engineering Excellence

Major Changes made in GCC – 2010 w.r.t. GCC 2008 – At a glance

- CPWD – 6 : Limit of CPWD contractors raised from Rs. 10 to 15 crore, value of executed works to be brought to current level by enhancing @ 7% per annum, about relatives of contractors in Hort./Nursery category working in CPWD, EMD to be paid along with tender in place of paying with application, forfeiture of EMD automatic if contractor fails to deposit PG within time, Bid to remain open for **90 days**, BG against EM should be valid for 6 months. Conditions for composite tenders modified. Note added for choosing option of contractors of State PWD (b & r) OR State Govt.'s organization dealing with B & R. Criteria of eligibility for issue of tender to CPWD/Non CPWD contractors laid down.
 - Clause 1 A : EM to be adjusted first in SD, validity of SD defined – to conform to provision of clause 17,
 - Clause 3 (xii) : Condition regarding 1/8 time deleted.
 - Clause 5 : Authority to decide EOT, re-scheduling of mile stones in composite contracts to be indicated in Schedule "F".
Maximum amount to be withheld under clause 5 should not exceed 5% of tendered cost as notified vide OM no. MAN 169.
 - Clause : 7 Authorities defined for making payment of running bills in composite contracts.
 - Clause 10B(ii) : Contractor to submit BG of amount of mobilization advance being released.
 - Clause 10C, 10CA & 10CC: Percentage of labour component (of the work) to be specified in Schedule "F", cost of secured advance on items covered under 10 CA not to be included in 10 CC but work done for 10 CC includes cost of materials covered under 10 CA, Base price of all the materials covered under 10 CA to be filled in Schedule A to F in NIT.
 - Clause 12.2 : Definition of extra / Substituted items clarified.
 - Clause 12.5 : Definition of works relating to foundation modified and made in consonance with definition contained in CPWD specifications.
 - Clause 14: Re-introduced (in a modified form) for carrying out part work at risk and cost of contractor.
 - Clause 19: Contractor to issue I Cards to workers in certain maintenance / repairs / renovation works.
 - Clause 25 : Apptt. Of arbitrator by ADG/DG(W), if there is no CE. Notice to CE for appointment of arbitrator should be on prescribed proforma as per Appendix XV.
 - Clause 37 : Service tax to be reimbursed to contractor, Building and other construction workers welfare cess payable by the contractor.
 - Clause 38 : Service tax to be reimbursed to contractor, cess imposed by statute reimbursable to contractor.
 - Clause 40: About relatives of contractor in Hort. / Nursery category working CPWD. Schedule "F"
1. Bid to remain open for 90 days. In case of 2/3 envelope system, it is 90 days from opening of financial bid.
 2. Mention of component of cement, steel deleted from clause 10 CC.
 3. Authority to decide EOT, re-scheduling of mile stones in composite contracts to be indicated.
 4. Component of labour expressed as percent of value of work to be indicated under clause IOC.
 5. Base price of all the materials covered under clause 10 CA to be mentioned at the item of approval of NIT.
Note :1. Provisions contained CPWD Works Manual 2007 with upto date amendments shall be referred for filling up the Blank portion of CPWD Form 6, 7 & 8 etc. at the time of finalizing NIT.
 2. Before framing the Agreement, the above list of major changes shall be detached i.e. it will not form part of the Agreement.

Name of work :- RFP for Selection of Event Management Agency on QCBS for Providing Shamiyana and ancillary items for Public Meeting of approximate 1 lakh gathering at Daman.

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Item Rate Tender & Contract.

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GENERAL GUIDELINES

1. This book of "General Conditions of Contract" is applicable to both types of tenders i.e. "Percentage rate tenders and Item rate tenders". Accordingly, alternative provisions for conditions Nos. 4, 10 & 12 of the General Rules and Directions are given in this book. The appropriate alternatives will be applicable in specific cases depending on whether this is used for percentage rate tender (CPWD – 7) or item rate tender (CPWD-8).
2. CPWD -6, Schedules A to F, special conditions / specifications and drawings only will be issued to intending bidders. The standard form will not be issued along with the Tender Documents but the same shall form part of the agreement to be drawn and signed by both the parties after acceptance of tender.
3. All blanks are confined to Notice Inviting Tender (CPWD-6) and Schedules A to F.
4. Authority approving the Notice Inviting Tenders (NIT) shall fill up all the blanks in CPWD-6 and in Schedules B to F before issue of Tender Papers.
5. The intending bidders will quote their rates in Schedule A.
6. The proforma for registers and Schedules A to F are only for information and guidance. These are not to be filled in the Standard Form. The Schedules with all blanks, duly filled, shall be separately issued to all intending tenderers.

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CPWD-7/8

**GOVERNMENT OF INDIA
CENTRAL PUBLIC WORKS DEPARTMENT.**

STATE/UT	U.T. OF DAMAN & DIU	CIRCLE	Superintending Engineer, P.W.D., Daman.
BRANCH	DAMAN	DIVISION	PWD, W.D.-I, Moti Daman.
ZONE	DAMAN	SUB-DIVISION	

Percentage Rate Tender / Item Rate Tender & Contract for Works.

A TENDER FOR THE WORK OF :- RFP for Selection of Event Management Agency on QCBS for Providing Shamiyana and ancillary items for Public Meeting of approximate 1 lakh gathering at Daman.

- (i) To be submitted by **15:00 hrs** hours on **13/10/2017** to
(ii) To be opened in presence of tenderers who may be present after **16:00** hours on **13/10/2017** in the Office of **Executive Engineer, P.W.D., W.D.-I, Daman.**

Signature of officer issuing the documents **Executive Engineer, P.W.D., W.D.-I, Daman**

Designation **Executive Engineer, P.W.D., W.D.-I, Daman**

Date of Downloading of Tender up to **13/10/2017 14 : 00 hrs.**
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 Contractor, clauses of contract, Special conditions, Additional 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 President of India within the time specified in Schedule. 'F', viz., schedule of quantities and in accordance in all respects with the specifications, designs, drawings and instructions in writing referred to in Rule,1 of General Rules and Directions and in Clause 11 of the Conditions of contract and with such materials as are provided for, by and in respects in accordance with , such conditions so far as applicable.

We agree to keep the tender open for Ninety (90) days from the due of its opening/Ninety days from the date of opening of financial bid in case tenders are invited on 2/3 envelope system (Strike out as the case may be) and not to make any modifications in its terms and conditions.

A sum of **Rs.6,46,184/-** is hereby forwarded in deposit at call receipt of a **Scheduled bank**/fixed deposited receipt of scheduled bank as earnest money. If I/we, fail to furnish the prescribed performance guarantee within prescribed period Please Note that the E.M.D. should be in form of FDR of Nationalized bank valid for 6 month or more than that.

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I/We Agree that the President of India 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 President of India or his successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said earnest money and the performance guarantee absolutely, otherwise the said earnest money shall be retained by him towards security deposit to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered, upto maximum of the percentage mentioned in **Schedule 'F'** and those in excess of that limit at the rates to be determined in accordance with the provision contained in **Clause 12.2 and 12.3** of the tender form. Further, I/We agree that in case of forfeiture of earnest money or both Earnest Money & Performance Guarantee as aforesaid, I/We shall be debarred for participation in the re-tendering process of the work.

I/We hereby declare that I/We shall treat the tender documents drawings and other records connected with the work as secret/confidential documents and shall not communicate information/derived 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

**Signatures of Contractor
Postal Address**

Witness:

Address: Occupation

ACCEPTANCE

The above tender (as modified by you as provided in the letters mentioned hereunder) is accepted by me for and on behalf of the President of India for a sum of **Rs.** _____

(Rupees _____)

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

- (i)
- (ii) (iii)

For & on behalf of the President of India.

Signature

Designation Dated

**GOVERNMENT OF INDIA
CENTRAL PUBLIC WORKS DEPARTMENT**

GENERAL RULES AND DIRECTIONS

1. All work proposed for execution by contract will be notified in a form of invitation to tender pasted in public places and signed by the officer inviting tender or by publication in News papers as the case may be.

This form will state the work to be carried out, as well as the date for submitting and opening tenders and the item allowed for carrying out the work, also the amount of earnest money to be deposited with the application, 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.

2. In the event of the 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.
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 persons having due authority to give effectual receipts for the firm.

Applicable for item – Rate Tender only (CPWD – 8)

4. A person who submits a tender shall fill up the usual printed form, stating at what rate he is willing to undertake each item of the work. Tenders, which propose any alternation 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 conditions rebates, will be summarily rejected. No single tender shall include more than one work, but contractors who wish to tender for two or more works shall submit separate tender for each. Tender shall have the name and number of the works to which they refer, written on the envelopes.

The rate(s) must be quoted in decimal coinage. Amounts must be quoted in full rupees by ignoring fifty paise and considering more than fifty paise 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 section/sub heads as the case may be, but the revised quoted rate of each item of schedule of quantity for all sub section/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, EE (s) in-charge of major & minor component (s) (also DDH in case Horticulture work is also included in the tender), EE (P) or EE(HQ) of the circle & 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 (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.

Applicable for Percentage Rate Tender only (CPWD-7)

4A. Applicable for percentage Rate Tender only (CPWD-7) 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 :-

1. The contractor does not quote percentage above/below on the total amount of tender or any section/ sub head of the tender.
2. 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.
3. The percentage quoted above/below is different in figures & words on the total amount of tender or any section/sub head of the tender:

Tenders, which propose 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. No single tender shall include more than one work, but contractors who wish to tender for two or more works shall submit separate tender for each. Tender shall have the name and number of the works to which they refer, written on the envelopes.

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. In case any of such contractor 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.

If the revised tendered amount of two 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, EE (S) in-charge of major & minor component (S)

(also DDH in case Horticulture work is also included in the tender). EE(P) or EE(HQ) of the circle & the lowest contractors those have quoted equal amount of their tenders.

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.

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.

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. No single tender shall include more than one work, but contractors who wish to tender for two or more works shall submit separate tender for each. Tender shall have the name and number of the works to which they refer, written on the envelopes.

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, and will enter the amounts of the several tenders in a comparative statement in a suitable form. In the event of a tender being accepted, a receipt for the earnest moneys shall there upon be given to the contractor who shall thereupon for the purpose of identification sign copies of the specifications and other documents mentioned un Rule –I, In the event of a tender being rejected, the earnest money shall thereupon be returned to the contractor remitting the same, without any interest.
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.
7. The receipt of an accountant or clerk for any money paid by the contractor will not be considered as any acknowledgement 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 a duly authorized cashier.
8. The memorandum of work tendered for and the schedule of material to be supplied by the department and their issue rates, shall be filled and completed in the office of the officer inviting tender before the tender form is issued. If a form is issued to an intending tenderer without having been so filled in and incomplete, he shall request the officer to have this done before he completes and delivers his tender.
9. The tenders shall sign a declaration under the official Secret Act 1923 for maintaining secrecy of the tender documents drawings or other records connected with the work given to them. The unsuccessful tenderers shall return all the drawings given to them.
- 9A Use of correcting fluid, any where in tender document is not permitted. Such tender is liable for rejection.

Applicable for item – Rate Tender only (CPWD – 8)

10. 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. How3evfer, if a discrepancy is found, the rates which correspond with the amount worked out by the contractor shall unless other wise 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 account. IN event no rate has been quoted for any item (s0, leaving space both in figure(s), words(s) and in other items and rate for such item(s) will be considered as zero and work will be required to be executed accordingly.

Applicable for Percentage Rate– Rate Tender only (CPWD – 7)

10A. 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.

11. In the case of any tender where unit rate of any item / items appear unrealistic, such tender will be considered as unbalanced and in case the tenderer is unable to provide satisfactory explanation, such a tender is liable to be disqualified and rejected.

Applicable for item Rate Tender only (CPWD – 8)

12. All rates shall be quoted on the tender form. The amount for each item should be worked out and requisite totals given. Special care should be taken to write the rates in figures as well as in words and the amount in figures only, in such a way that interpolation is not possible. The total amount should be written both in figures and in words. In case of figures, the words Rs. Should be written before the figure of rupees and word “P” after the decimal figures, e.g. Rs.2.15 P and in case of words, the word, “Rupees” should precede and the word “Paise” should be written at the end. Unless the rate is in whole rupees and followed by the word only, it should invariably be upto two decimal places. While quoting the rate in schedule of quantities, the word only should be written closely following the amount and it should not be written in the next line.

Applicable for Percentage Rate– Rate Tender only (CPWD – 7)

12A 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.2.15 P and in case of words, the word “Rupees” should precede and the word “Paise” should be written at the end.

13. (i) The Contractor whose tender is accepted, will be required to furnish performance guarantee of 5% (Five Percent) of the tendered amount with 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 or the State Bank of India in accordance with the prescribed form.

(i) 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 5% of the tendered value of the work. The Security deposit will be collected by deductions form the running bills of the contractor at the rates mentioned above and the earnest money deposited at the time of tenders, will be treated as a part of the Security Deposit. The Security amount will also be accepted in cash or in the shape of Government Securities. Fixed Deposit Receipt of a Scheduled Bank or State Bank of India will also be accepted for this purpose provided confirmatory advice is enclosed.

14. On acceptance f the tender, the name of the accredited representative (s) of the contractor who would be responsible for taking instructions form the Engineer – In Charge shall be communicated in writing to the Engineer in Charge.

15. Sales Tax / VAT (except service tax), purchase tax, turn over tax or any other tax applicable in respect of this contract shall be payable by the Contractor and Government will not entertain any claim whatsoever in respect of the same. However, in respect of service tax, same shall be paid by the contractor to the concerned department on demand and it will be reimbursed to him by the Engineer – In Charge after satisfying that it has been actually and genuinely paid by the contractor.
16. The Contractor shall give a list of both gazetted and non gazetted CPWD employees related to him.
17. The tender for the work shall not be witnessed by a contractor or contractors who himself / themselves has / have tendered for who may and has / have tendered for the same work. Failure to observe this condition would render, tenders of the contractors tendering, as well as witnessing the tender, liable to summary rejection.
18. 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. The tenderer apart from being a registered contractor (B & R) of appropriate class, must associate himself with agencies of appropriate class which are eligible to tender for sanitary and water supply drainage, electrical and horticulture works in the composite tender.
19. The contractor shall submit list of works which are in hand (progress) in the following forms:-

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

20. The contractor shall comply with the provisions of the Apprentices Act 161, and the rules and orders issued there under from time to time. IF he fails to do so, his failure will be a breach of the contract and the Superintending Engineer / Executive Engineer may in his discretion, without prejudice to any other right or remedy available in law, cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the said Act.

CONDITIONS OF CONTRACT

Definitions

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 one another.
2. In the contract, the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them:-
 - (i) The expression works or work shall, unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional.
 - (ii) The site shall mean the land / or other places on, into or through which work is to be executed under the contract or any adjacent land, path or street through which work is to be executed under the contract or any adjacent land, path or street which may be allotted or used for the purpose of carrying out the contract.
 - (iii) The Contractor shall mean the individual, firm or company, whether incorporated or not, undertaking the works and shall include the legal personal representative of such individual or the persons composing such firm or company, or the successors of such firm or company and the permitted assignees of such individual, firm or company.
 - (iv) The president means the President of India and his successors.
 - (v) The Engineer – in – Charge means the Engineer Officer who shall supervise and be in charge of the work and who shall sign the contract on behalf of the President of India as mentioned in Schedule “F” hereunder.
 - (vi) Government or Government of India shall mean the President of India.
 - (vii) The terms Director General of Works includes Additional Director General and Chief Engineer of the zone.
 - (viii) Accepting Authority shall mean the authority mentioned in Schedule “F”
 - (xii) Excepted Risk are risks due to riots (other than those on account of contractor’s employees), war (whether declared or not) invasion, act of foreign enemies, hostilities, civil war, rebellion revolution, insurrection, military or usurped power, any acts of Government, damages from aircraft, acts of God, such as earth quake, lightening and unprecedented floods, and other causes over which the contractor has no control and accepted as such by the Accepting Authority or causes solely due to use or occupation by Government of the part of the works in respect of which a certificate of completion has been issued or a cause solely due to Government’s faulty design of works.
 - (x) Market Rate shall be the rate as decided by the Engineer in Charge on the basis of the cost of materials and labour at the site where the work is to be executed plus the percentage mentioned in Schedule “F” to cover, all over heads and profits.

- (xiii) Schedule (s) referred to in these conditions shall mean the relevant schedule (s) annexed to the tender papers or the standard Schedule of Rates of the government mentioned in Schedule F here under, with the amendments thereto issued upto the date of receipt of the tender,.
- (xii) Department means CPWD or any department of Government of India which invites tenders on behalf of President of India as specified in Schedule F.
- (xiv) District Specifications means the specifications followed by the State Government in the area where the work is to be executed.
- (xv) Tender Value means the value of the entire works as stipulated in the letter of award.
- (xv) 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 the site, whichever is later, in accordance with the phasing if any, as indicated in the tender documents.

Scope and Performance

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

Works to be carried out

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

Sufficiency of tender

- 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 other wise provided, cover all his obligations under the Contract and all matters and things necessary for the proper completion and maintenance of the works.

Discrepancies and Adjustment of Errors

- 8. The several documents forming the Contract are to be taken as mutually explanatory of one another, detailed drawings being followed in preference to small scale drawing and figured dimensions in preference to scale and special conditions in preference to General Conditions.
- 8.1 In the case of discrepancy between the schedule of Quantities, the Specifications and / or the Drawings, the following order of preference shall be observed:-
 - (i) Description of Schedule of Quantities
 - (ii) Particular Specification and Special condition, if any,
 - (iii) Drawings
 - (iv) C.P.W.D. Specifications.
 - (v) Indian Standard Specifications of B.I.S.

- 8.2. If there are varying or conflicting provisions made in any one documents 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.
- 8.3. Any error in description, quantity or rate in Schedule of quantities or any omission there from shall not vitiate the contract or release the contractor from the execution of the whole or any part of the works comprised therein according to drawings and specifications or from any of his obligations under the contract.

Signing of Contract

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 :-
- (i) 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.

 - (iii) Standard CPWD Forms as mentioned in Schedule "F consisting of :-
 - (a) Various standard clauses with corrections upto the date stipulated in Schedule "F along with annexure thereto.
 - (b) C.P.W.D. Safety code
 - (c) Model Rules for the protection of health, sanitary arrangements for workers employed by CPWD or its contractors.
 - (d) CPWD Contractor's Labour Regulations.
 - (e) List of Acts and omissions for which fines can be imposed.

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

CLAUSES OF CONTRACT

CLAUSE 1

PERFORMANCE GUARANTEE

- (i) The contractor shall submit an irrevocable Performance Guarantee of 5% (five percent) of the tendered amount in addition to together 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 upto 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.1,00,00/-) of 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 there by shall fall on the contractor and the contractor shall forth with on demand furnish additional security to the Government to make good the deficit.
- (ii) The Performance Guarantee shall be initially valid upto the stipulated date of completion plus 60 days beyond that. In case the time for completion of work gets enlarged, the contractor shall get the validity of Performance Guarantee extended to cover such enlarged time for completion of work. After recording of the completion certificate for the work by the competent authority, the performance guarantee shall be returned to the contractor, without any interest. However, in case of contracts involving maintenance of building and services/any other work after construction of same building and services/ other work then 50% of Performance Gaurantee shall be retained as Security Deposit. The same shall be returned year wise proportionately.
- (iii) The Engineer in charge shall not make a claim under the performance guarantee except for amounts to which the President of India is entitled under the contract (not withstanding and / or without prejudice to any other provisions in the contract agreement) in the event of .
 - (a) Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which the event the Engineer in Charge may claim the full amount of the performance Guarantee.
 - (b) Failure by the contractor to pay President of India any amount due, either as agreed by the contractor or determined under any of the Clauses / Conditions of the agreement within 30 days of the service of notice to this effect by Engineer in Charge.
- (iv) In the event of the contract being determined or rescinded under provision of any of the Clause / condition of the agreement, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of the President of India.

CLAUSE 1 A Recovery of Security Deposit.

The persons / person whose tender(s) may be accepted (herein after 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 bill 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 deposits receipt In case a fixed deposit receipt of any bank is furnished by the contractor to the government as part of the security deposit and the bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the government to make good the deficit.

All compensations or 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 may be due to or many become due to the contractor by Govt. 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 schedules banks or Govt. securities (if deposited for more than 12 months) endorsed in favour of 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 final bills of the contractor at the rates mentioned above.

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

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

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

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

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

CLAUSE – 2

Compensation for delay

If the contractor fails to maintain the required progress in terms of clause 5 or to complete the work and clear the site on or before the contract or extended date of completion, he shall without prejudice to any other right or remedy available under the law to the Government on account of such breach, pay as agreed compensation the amount calculated at the rates stipulated below as the authority specified in schedule-F (whose decision in writing shall be final and binding) may decide on the amount of tendered value of the work for every completed day/month (as applicable) that the progress remains below that specified in clause-5 or that the work remains in complete.

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

- | | |
|---------------------------------------|---|
| (i) Compensation
for delay of work | @ 1.5% per month of delay to be
computed on per day basis. |
|---------------------------------------|---|

Provided always that the total amount of compensation for delay to be paid under this condition shall not exceed 10% of the tendered value of work or of the tendered value of the item or group of items of work for which a separate period of completion is originally given.

The amount of compensation may be adjusted or 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 at the final grant of extension of time with holding of this amount on failure to achieve a milestone, shall be automatic without any notice to the contractor. However if the contractor catches up with the progress of work on the subsequent milestone(s), the withheld amount shall be released. In case the contractor fails to make up for the delay in subsequent milestone(s), amount mentioned against each milestone missed subsequently also shall be withheld. However no interest whatsoever shall be payable on such withheld amount.

CLAUSE 2A

Incentive for early completion.

In case the contractor completes the work ahead of schedules completion time, a bonus @ 1% (one percent) of the tendered value per month computed on per day basis, shall be payable to the contractor, subject to a maximum limit of 4% (five percent) of the tendered value. The amount of bonus, if payable shall be paid along with final bill after completion of work. Provided always that provision of the clause 2A shall be applicable only when so provided in schedule-F.

CLAUSE – 3

When contract can be determined.

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

- (i) If the contractor having been given by the Engineer-in-charge a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in any inefficient or otherwise improper or unworkmanlike manner shall omit to comply with the requirement of such notice for a period of seven days thereafter.
- (ii) If the contractor has, without reasonable cause, suspended the progress of the work or has failed to proceed with the work with due diligence so that in opinion of the Engineer-in-charge (which shall be final and binding) he will be unable to secure completion of the work by the date for completion and continues to do so after a notice in writing of seven days from the Engineer-in-charge.
- (iii) If the contractor fails to complete the work within the stipulated date or items of work with individual date of completion, if any stipulated on or before such date(s) of completion and does not complete them within the period specified in a notice given in writing in that the behalf by the Engineer-in-charge.
- (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 with seven days after a notice in writing is given to him in that behalf by the Engineer-in-charge.
- (v) If the contractor shall offer or give agree to give any person in Government service or to any other person on his behalf any gift or consideration of any kind as an inducement

or reward for doing or forbearing to do or for having done or forborne to be any act in relation to the obtaining or execution of this or any other contract for Government.

- (vi) If the contractor shall enter into a contract with Government in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and the terms of payment thereof have been previous disclosed in writing to the Engineer-in-charge.
- (vii) If the contractor had secured the contract with Government as a result of wrong tendering or other non bonafide methods of competitive tendering or commits breach of Integrity Agreement.
- (viii) If the contractor being an individual or if a firm any partner thereof shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any insolvency act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purport so to do or if any application be made under any insolvency act for the time being in force for the sequestration of his estate of is s trust deed be executed by him for benefit of his creditors.
- (ix) If the contractor being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or manager on behalf of a creditor to shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or manager or which entitle the court to make a winding up order.
- (x) If the contractor shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days.
- (xi) If the contractor assigns, transfers, sublets (engagement of labour on 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 President of India shall have powers.

- (a) To determine the contract as aforesaid (of which termination notice in writing to the contractor under the hand of Engineer-in-charge shall be conclusive evidence) Upon such determination, the Earnest Money deposit, security deposit already recovered and performance guarantee under the contract shall be liable to be forfeited and shall be absolutely at the disposal of the Government.
- (b) After giving notice to the contractor to measure up the work of the contractor and to take such whole or the balance or part thereof as shall be un-executed out of his hands and to give it to another contractor to complete the work. The contractor whose contract is determined as above, shall not be allowed to participate in the tendering process for the balance work.

In the event notice courses being adopted by Engineer-in-charge, the contractors 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 engagements or made any advances on account or with a view to the Execution of the work of 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 such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

CLAUSE 3 A

In case, the work cannot be started due to reasons not within the control of the contractor within 1/8th of stipulated time for completion of work or one month which ever is more, either party may close the contract. In case contractor wants to close the contract, he shall give notice to the Department starting the failure on the part of Department. In such eventuality, the performance Guarantee of the Contractor shall be refunded within following time limits :

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

If Performance Guarantee is not released within prescribed time limit, then a simple interest @ 0.25% per month shall be payable on Performance Guarantee amount to the contract from the date of expiry of prescribed time limit.

A compensation for such eventually, on account etc. shall be payable @ 0.25% of tendered amount subject to maximum limit of Rs.10 lacs.

CLAUSE 4

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

In any case in which any of the powers conferred upto the Engineer –in charge by clause 3 thereof, shall have become exercisable and the same are not exercised, the non exercise there of shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding the 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 other powers vested in him under the proceeding clause he may, if he so desires after giving a notice in writing to the contractor, take possession of (or at the sole discretion of the engineer – in charge which shall be final and binding on the contractor) use as on hire (the amount of the hire money being also in the final determination of the engineer in charge) all or any tools, plant, materials and stores, in or upon the works, or the site thereof belonging to the contractor, or procured by the contractor and intended to be used for the execution of the work or any part thereof, paying or allowing for the same in account at the contract rates, or, in the case of these not being applicable, at current market rates to be certified by the engineer in charge, whose certificate thereof shall be final, and 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.

CLAUSE 5

TIME AND EXTENSION FOR DELAY

The time allowed for execution of the Works as specified in the Schedule "F" or the extended time in accordance with these conditions shall be the essence of the contract. The execution of the works shall commence from such time period as mentioned in Schedule F or from the date of handing over of the site whichever is later. If the contractor commits default in commencing the execution of the work as aforesaid. Government shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the earnest money and performance guarantee absolutely.

5.1. As soon as possible after the contract is concluded, the contractor shall submit a time and progress chart for each mile stone and get it approved by the department. The Chart shall be prepared in direct relation to the time stated in the contract documents for completion of items of the work. It shall indicate the forecast of the dates of commencement and completion of various trades of sections of the work and may be amended as necessary by agreement between the Engineer in charge and the contractor within the limitations of time imposed in the contract documents, and further to ensure good progresses during the execution of the work, the contractor shall in all cases in which the time allowed for any work, excess one month (save for special jobs for which a separate programme has been agreed upon) complete the work as per mile stones given in Schedule "F".

- a. Project management shall be done by using project management software for works costing more than Rs.5 Crore.
- b. The project management shall be done using M. S. Project6 software for works costing more than Rs.5 Crore and upto Rs. 20 Crore.

For works costing more than Rs.20 Crore, Project Management shall be done using Primavera Software.

Programme Chart

i. The Contractor shall prepare an integrated programme chart in MS Project/Primavera software for the execution of work, showing clearly all activities from the start of work to completion, with details of manpower, equipment and machinery required for the fulfillment of the programme within the stipulated period or earlier and submit the same for approval to the Engineer in charge within ten days of award of the contract. A recovery of Rs.21000/- (for works costing upto Rs.20 Crores)/ Rs.5000/- (for works costing more than Rs.20 Crores) shall be made on per day basis in case of delay in submission of the above programme.

ii. The Programme chart should include the following :

- a. Descriptive note explaining sequence of the various activities.
- b. Network (PERT/CPM/BAR CHART).
- c. Programme for procurement of materials by the contractors.

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

iii. If at any time, it appears to the Executive Engineer In Charge that the progress of work done not conform to the approved programme referred above or after rescheduling of milestone the contractor shall produce a revised programme within 7 (seven) days showing the modification to the approved programme to ensure timely completion of the work. The modified schedule of programme shall be approved by the Engineer In Charge. A recovery of Rs.21000/- (for works costing upto Rs.20 Crores) / Rs.5000/ (for works costing more than Rs.20 Crores) shall be made on per day basis in case of delay in submission of the modified programme.

iv. The submission of approval by the Engineer In Charge of such programme or such particulars shall not relieve the Contractor of any of the duties or responsibilities under the contract. This is without prejudice to the right of Engineer In Charge to take action against the contractor as per terms and condition of the agreement.

- v. The contractor shall submit the progress report using MS Project/Primavira software with base line programme referred above for the work done during previous month to the Engineer In Charge on or before 5th day of each month failing which a recovery Rs.2500 (for works costing upto Rs.20 Crores) / Rs.5000/- (For works costing more than Rs.20Crores) shall be made on per day basis in case of delay in submission of the monthly progress report.

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

- (i) Force majeure, or
- (ii) Abnormally bad weather or
- (iii) Serious loss or damage by fire or
- (iv) Civil commotion, local commotion of workmen, strike or lockout, affecting any of the trades employed on the work, or
- (v) Delay on the part of together contractors or tradesmen engaged by engineer in charge in executing work not forming part of the contract or
- (vi) Non availability of stores, which are the responsibility of governments supply or
- (vii) Non availability or break down of tools and plant to be supplied or supplied by the government or
- (viii) Any other cause which, in the absolute discretion of the engineer in charge is beyond the contractor's control.

Then upon the happening of any such event causing delay, the contractor shall immediately give notice thereof in writing to the authority as indicated in Schedule "F" but shall nevertheless use constantly his best endeavors to prevent or make good the delay and shall do all the may be reasonably required to the satisfaction of the engineer in charge to proceed with the works.

5.3. Request for rescheduling of Mile stones and extension of time, to be eligible for consideration, shall be made by the contractor in writing within fourteen days of the happening of the event causing delay on the prescribed form to the authority as indicated in Schedule "F". the Contractor may also, if practicable, indicate in such a request the period for which extension is desired.

5.4 In any such case the authority as indicated in Schedule F may give a fair and reasonable extension of time and reschedule the mile stones for completion of work. Such extension shall be communicate to the Contractor by the authority as indicated in Schedule F in writing, within 3 months of the date of receipt of such request. Non application by the contractor for extension of time shall not be a bar for giving a fair and reasonable extension by the authority as indicated in Schedule F and this shall be binding on the contractor.

CLAUSE 6

MEASUREMENTS OF WORK DONE.

Engineer in charge shall, except as other wise provided, ascertain and determine by measurement, the value in accordance with the contract of work done.

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

All measurements and levels shall be taken jointly by the Engineer in charge or his authorized representative and by the contractor or his authorized representative from time to time during the progress of the work and such measurements shall be signed and dated by the Engineer

in Charge and the contractor or their representatives in token of their acceptance. If the contractor objects to any of the measurements recorded, a note shall be made to that effect with reason and signed by both the parties.

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

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

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

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

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

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

CLAUSE 6 A

COMPUTERIZED MEASUREMENT BOOK

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

All measurements of 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 all the items of works performed under the contract.

All such measurements and levels recorded by the contractor or his authorities 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 the interval or program fixed in consultation with Engineer-in-Charge or his authorized representative. After the necessary corrections made by the engineer in charge, the measurement sheets shall be returned to the contractor for incorporating the corrections and for resubmission to the engineer in charge for the dated signatures by the Engineer in charge and the contractor or their representatives in token of their acceptance.

Whenever bills 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 these checks test checks in his draft computerized measurements, and submit to the department a computerized measurement book, duly bound, and with its pages machine numbered. The Engineer-In-charge and / or his authorized representative would thereafter check this MB, and record the necessary certificates for their checks / test checks.

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

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

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

Except where any general or detailed description of the work expressly shown to the contrary measurements shall be taken in accordance with the procedure set forth in the specifications notwithstanding any provisions 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 India Standards and if for any item no such standard is available then a mutually agreed method shall be followed.

The contractor shall give not less than seven days notice to the Engineer in Charge or his authorized representative in charge of the work before covering up or otherwise placing beyond the reach of checking and /or test checking the measurement of any work in order that the same may be checked and / or test checked and correct dimensions thereof be taken before the same is covered up or placed beyond the reach of checking and / or test checking measurement and shall not cover up and place beyond reach of measurement any work without consent in writing of the Engineer in Charge or his authorized representative in charge of the work who shall not cover up and place beyond reach of measurement any work without consent in writing of the Engineer in Charge or his authorized representative in charge of the work who shall within the aforesaid period of seven days inspect the work, and if any

work shall be covered up or placed beyond the reach of checking and / or test checking measurements without such notice having been given or the Engineer in Charge's consent being obtained in writing the same shall be uncovered at the Contractor's expense, or in default thereof no payment or allowance shall be made for such work or the materials with which the same was executed.

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

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

CLAUSE 7

PAYMENT ON INTERMEDIATE CERTIFICATE TO BE REGARDED AS ADVANCE

No payment shall be made for work, estimated to cost Rs. Twenty thousand or less till after the whole of the work shall have been completed and certificate of completion given. For works estimated to cost over Rs. Twenty thousand, 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 of 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, Engineer – in Charge shall prepare or cause to be prepared such bills in which event 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 Assistant Engineer together with the account of the material issued by the department or dismantled materials, if any. In the case of works outside the headquarters of the Engineer in charge, the period of ten working days will be extended to fifteen working days. In case of delay in payment of intermediate bills after 45 days submission of bill by the contractor provided the bills submitted by the contractor found to be in order, a simple interest @ 7.5% per annum shall be paid to the contractor from the date of expiry of prescribed time limit which will be compounded on yearly basis.

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

as final settlement and adjustment of accounts or in any way vary or affect the contract.

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

The Engineer in charge in his sole discretion on the basis of a certificate from the Assistant Engineer to the effect that the work has been completed up to the level in question make interim advance payments without detailed measurements for work done (other than foundations,. Items to be covered under finishing items) up to lintel level (including sunshade etc.) and slab level, for each floor working out at 75% of the assessed value. The advance payments so allowed shall be adjusted in the subsequent interim bill by taking detailed measurements thereof.

Payment in composite Contracts

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

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

Clause 8

Completion Certificate and Completion Plans

Within ten days of the completion of the work, the contractor shall given notice of such completion of the engineer in charge and with 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 , other wise 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 works 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 arrangement requested for his / their work people of the on the site in connection with the execution of the works as shall have been erected or constructed by the constructor (s) and cleaned of the dirty from all wood work , Doors windows walls floor or other parts of the Building in upon or about which the work is to be executed or of which he may have had possession for the purpose of the execution thereof and not until the work shall have been measured by the engineer in charge if the contractor shall fail to comply with the requirement s of this clause as to removal of scaffolding surplus materials and rubbish and all huts and sanitary stringent as aforesaid and cleaning of dirty 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 dirty as aforesaid , and the contractor shall have on claim in respect of scaffolding or surplus materials as aforesaid except of any sum actually realized on the sale thereof.

Clause 8A

Contractor to Keep Site Clean

When the annual repairs and maintenance or works are carried out the splashed and droppings Site clean from white washing color washing paint etc on walls floor window etc shall be removed and the surface cleaned simultaneously with the completion of these items of works in the individual rooms quarters or premises etc where the work is done with out waiting for the actual completion of all the other items of works in the construct in case of 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 ten days notice in writing to the contractor.

Clause 8B

Completion plans to Be submitted by the Contractor

The contractor shall submit completion plan as required vide general specifications for Electrician works (part –I internal) 2005 and (part – II External) 1994 as applicable within thirty days of the connection of work.

In case the contractor fails to submit the completion shall believe to pay a sum equivalent to 2.5 % of the value of the work subject to a ceiling of Rs.15,000 (Rs. Fifteen Thousand only) As may be fixed by the superintending Engineer concerned and in this respect the decision of the superintending engineer shall be final and binding on the contractor.

The Contractor shall submit completion plan for water, sewerage and drainage line plan within thirty days of the completion of the work.

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

Clause 9

Payment of Final

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 works or within one month of the date of the final certificate of completion furnished by the engineer in charge whichever is earlier No. further challis shall be made by the contractor after submission of the final bills and these shall be deemed to have been waived and extinguished payments of those items of the bills in respect of which there is No. dispute and of items on dispute of quantities and rates as approved by engineer in charge will as far as possible be made within the period specified herein under the period being reckoned from the dated of receipt of the bills by the engineer in charge or his authorized Asstt Engineer complete with account of materials issued by the department and dismantled materials.

- | | | |
|---|---|----------|
| (i) if the tendered value of work is upto Rs. 45 lacks. | : | 2 months |
| (ii) if the Tendered value of work is more than Rs.45 lacks and upto Rs.2.5 Crore | : | 3 months |
| (iii) if the Tendered value of work exceeds Rs. 2.5 Crore | : | 6 months |

In case of delay in payment of final bill after prescribed time limit, a simple interest @ 7.5% 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 found to be in order.

Clause 9A

Payment of Contractor 's bills To banks

Payments due to the contractor may, if so decided by him be made to his bank registered financial co operative or thrift societies or recognized financial institutions instead or direct to him provided that the contract furnished 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 for 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 bank 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 banks registered financial co operative or thrift societies or recognized financial institutions.

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

Clause 10

Materials supplied By Government

Materials which government will supply are shown in schedule B Which also stipulates quantum place of issue and rate (s) to be charged in respect thereof . The contractor shall be bound to procure the from the engineer in charge.

As soon as the work is awarded the contractor shall finalize the programmed for the completion of work as per clause 5 of this contract and shall give his estimates of materials required on the basis of drawings / or schedule of quantities of the work the contractor shall give in writing his requirement to the Engineer in charge which shall be issued to him keeping in view the progress of work as assessed by the engineer in charge in assurance with the agreed phase programmed of work indicating monthly requirements of various materials the contractor shall lace resident in writing for issue of such materials at least 7 days in advance of his requirement.

So materials shall be supplied for the purpose of the contract only and the value of the materials so sullied at the rates specified in the aforesaid schedule shall be set off or deducted as and when materials are consumed in items of work (including normal wastage) therefore become due to the contractor under the contract or otherwise or from the security deposited at the time of submission of bills the contractor shall certificate that balance of materials supplied is available at site in original good condition.

The contractor shall submit along with every running bill (on account or interim bill) materials wise reconciliation statements supported by complete salutations reconciling total issue total consumption and certified balance (diameter / selection wise in the case of steel) and resulting variations and reasons therefore engineer in charge shall (Whose decision shall be final and binding on the contractor) be within his rights to follow the procedure of recovery in clause 42 at any stage of the work if reconciliation is to found to be satisfactory.

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

compensation on any account of such stores materials so supplied to him as aforesaid and not used by him or for any wastage in or damage to in such stores materials.

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

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

Clause 10A

Materials to be provided by the Contractor

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

The contractor shall at his own expense and without delay supply to the engineer in Charge samples of materials to be used on the work and shall get these approved in advance all such materials to be provided by the contractor shall be in conformity with the specifications laid down or recurred 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 enquired to be tested in assurance with specifications approval of the engineer in charge shall be issued after the test result are received.

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

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

The engineer in charge shall have full powers to require the removal from the premises of all materials which in his opinion are not in accordance with the specifications and in case of default the Engineer in Charge shall be at liberty to employ at the expense of the contractor other persons to removal 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 there of and in case of default the Engineer in Charge may cause the Same to be supplied and all costs which may attend such removal and substitution shall be borne by the contractor.

The contractor shall at his own expense provide a materials 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 Non perishable Materials

- (i) The contractor on signing an indenture in the form to be specified by the engineer in charge shall be entitled to be paid during the progress of the execution of the work upto 90% of the assessed value of any materials which are in the opinion of the engineer in charge non perishable non fragile and non combustible and are in accordance with the contract and which have been brought on the site in connection therewith and are adequately stored and or protected against damage by weather or other causes but which have not at the time of advance been incorporated in the works when materials on account of which an advance has been made under this sub clause are incorporated in the work the amount of such advance shall be recovered / deducted from the next payment made under any of the clause or clauses of this contract.

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

Mobilization Advance

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

Before any installment of advance is released the contractor shall execute a Guarantee Bond from scheduled bank for the amount equal to 110% of the amount of advance and valid for the contract period. This (This Bank Guarantee from Scheduled Bank for the amount equal to 110% of the balance amount of advance) shall be kept renewed from time to time to cover the balance amount and likely period of complete recovery.

Provided always the provision of clause 10B (ii) shall be applicable only when so provided in schedule F.

(iii) Plant Machinery & Shuttering Materials Advance

An advance for plant machinery & shuttering material required for the work and brought to site by the contractor may be given if requested by the contractor in writing within one month of bringing such plant and machinery to site such advance shall be given on such plant and machinery which in the opinion of the engineer in charge will add to the expeditious execution of work the amount of advance shall be restricted to 5% percent of the tender value in the case of new plant and equipment to be purchased for the work the advance shall be restricted to 90% of the price of such new plant and equipment paid by the contractor for which the contractor shall be satisfactory to the engineer in charge in the case of second hand and used plant and equipment as may be decided by the engineer in charge The contractor shall if so required by the engineer in charge submit the statement of value of such old plant and equipment duly approved by a registered valuer recognized by the central board of direct taxes under the income Tax Act 1961 No. Such Advance shall be paid on any plant and Equipment of perishable nature and on any plant and equipment of a value less than Rs.50.000 seventy five per cent of such amount of advance shall be paid after the plant & equipment is brought to site and balance twenty five percent on successful commissioning the same.

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

1. leasing company which gives certificate of agreeing to lease equipment of the contractor.
2. Engineer in charge and
3. The contractor

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

The contractor shall insure the plant and machinery for which mobilization advance is sought and given for a sum sufficient to provide for their replacement at site any amounts not recovered from the insurer will be borne by the contractor

(iv) Interest & recovery

The mobilization advance and plant and machinery advance in (ii) & (iii) above bear simple interest at the rate of 10 per cent per annum and shall be calculated from the date of payment of the date of recovery both days inclusive on the outstanding amount of advance recovery of such sums advanced shall be made by the deduction from the contractors bills commencing after first ten per cent of the gross value of the work is executed and paid on pro rata percentage basis to the gross value of the work billed beyond 10% in such a way that the entire advance is recovered by the time eighty per cent of the gross value of the contract is executed and paid together with interest due on the entire outstanding amount upto the date of recovery of the installment.

- (v) if the circumstances are considered reasonable by the engineer in charge the period mentioned in (ii) and (iii) for request by the contract in writing for grant of Mobilization advance and plant and equipment advance may be intended in the discretion of the engineer in charge.

Clause 10 C

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

if after submission of the tender the prices of any materials incorporated in the work (excluding the materials covered under clause 10CA and not being a material supplied from the engineer in charge stores in accordance with clause 10 thereof) and /or wages of labour increase as a direct result of the coming into force of any fresh law or statutory rule or order (but not as a direct result of the coming into force of any fresh law or statutory rule or other (but not due to any changes of rates in sales tax vat central state estate excise custom duty) 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 and provided further than any such increase shall be limited to the price / wages prevailing at the time of stipulated date of completion considering effect of extra work (extra time to be calculated on prorate basis only as cost of extra work x stipulated period / tendered amount).

If after submission of the tender the prices of any material incorporated in the works (excluding the materials covered under clause 10CA and not being a material supplied from the engineer in charge stores in accordance with clause 10 thereof and or wages of labour as prevailing at the time of last stipulated date of receipt of tender including extensions if any is decreased as a direct result of the coming into force of any fresh law or statutory rule or order (but not due to any changes of rate in sales tax Vat Central State Excise Custom Duty) Government shall in respect of materials incorporated in the works excluding the materials covered under clause 10CA and not being materials supplied from the engineer in charge stores in accordance with clause 10 hereof) and or labour engaged on the execution of the work after the date of coming into force of such law statutory rule or order be entitled to deduct from the due of the contractor such amount as shall be equivalent to the difference between the prices of the materials and or wages as prevailed at the time of the last stipulated date for receipt of tenders including extensions if any for the work and the prices of materials and or wages of labour on the coming into force of such law statutory rule or order this will be applicable for the contract period including the justified period extended under the provisions of clause 5 of the contract without any action under clause 2.

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

The contractor shall within a reasonable time of his becoming aware of any alteration in the price of 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 of supply.

For this purpose the labour component of labour work executed during period under consideration shall be the percentage as specified in schedule F of the value of work done during that period and the increase decrease in labour shall be considered on the minimum daily wages in rupees of any unskilled adult male mazdoor field under any law statutory rule or order.

Clause 10 CA Payment to variation in prices of materials after receipt of tender.

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

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

The increase / decrease in prices of cement steel reinforcement and structural steel shall be determined by the price indices issued by the director general works CPWD for other items provided in the schedule F this shall be determined by the all India wholesale price indices of materials as published by economic advisor to government of India ministry of commerce and industry and base price for cement steel reinforcement and structural steel as issued under the authority of director general works CPWD applicable for Delhi including Noida Gurgaon Faridabad & Gaziabad and for other prices as issued under the authority of Zonal Chief Engineer CPWD and base price of other materials issued by concerned zonal chief Engineer as indicated in schedule F as valid on the last stipulated date of receipt of tender including extension if any and for the period under consideration in case price index of a particular materials is not issued by ministry of commerce and industrial then the price index of nearest similar materials as indicated in schedule F Shall be followed.

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

Adjustment for component of individual material :-

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

Where

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

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

For project and original works

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

For maintenance works

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

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

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

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

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

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

Clause 10 CC

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

if the prices of materials (not binge 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 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 with out any action under clause 2. However for the work done during the justified period extended as above the completion detailed below will be limited to prices wages prevailing at the time of stipulated date of completion or as prevailed for he period under consideration whichever is less 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 o materials and labour when due shall be worked out bases o the following provisions :-

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

- (ii) The cost of work on which escalation will be payable shall be reckoned as below :
- a. Gross value of work done upto this quarter :
 - b. Gross value of work done upto last quarter
 - c. Gross value of work done since previous quarter (A- B)
 - d. Full assessed value of secured advance excluding materials covered under clauses 10CA fresh paid on this quarter :
 - e. Full assessed value of secured advance (Excluding materials covered under clauses 10 CA) Recovered in this quarter
 - f. Full assessed value of secured advance for which escalation is payable in this Quarter (D-E)
 - g. Advance payment made during this quarter :
 - h. Advance payment recovered during this quarter :
 - i. Advance payment for which escalation is payable in this Quarter G.H
 - j. Extra items / deviated quantities of items paid as per clause 12 based on prevailing marked rates during this quarter :
Then, $M = C + F + L - J$
 $N = 0.85 M$
 - k. Less cost of material supplied by the department as per clause 10 and recovered during the quarter
 - l. Less cost of services rendered at fixed charges as per clause 34 and recovered during the quarter

Cost of work for which escalation is applicable :

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

- (iii) Components for materials (except cement reinforcement bars structural steel or other materials covered under clause 10CA labor labour POL etc shall be pre determined for every work and incorporated in the conditions of contract attached to the tender paper included in schedule 'E' the decision of the engineer in charge in working out such percentage shall be binding on the contractor.
- (iv) The compensation for escalation for other materials (excluding cement , reinforcement bars structural steel or other materials covered under clause 10CA and pol shall be worked as per the formula given below :-

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

$$V_m = W \times \frac{X_m}{100} \times \frac{M_I - M_{I_0}}{M_{I_0}}$$

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

W = cost of work done worked out as indicated in sub para (ii) of clause 10 CC

X_m = Component of materials (Except cement structural Steel reinforcement bars and other materials cover under clause 10CA) expressed as percent of the total Value of work.

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 industrial & commerce and applying weight ages to the individual commodities group items in respect of the justified period extended under the provisions of clause 5 of the contract without and action under clause-2 the index prevailing at the time of stipulated date of completion or the prevailing index of the period under consideration whichever is less shall be considered.)

Mlo = All; India wholesale price index for civil component & electrical component of construction material as worked out on the basis of all India wholesale prices 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 government of India Ministry of industrial & commerce and applying weightages to the individual commodities group items.

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

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

(a) The compensation for escalation shall be worked out at quarterly intervals and shall be with respect to the cost of work done as per bills paid during the three calendar months of the said quarter the 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 month interval at the time of completion of the or the last period for payment might become less than 3 month depending on the actual date of completion.

(b) The index (MI/FI etc.) relevant to any quarter period for which such compensation is paid shall be the arithmetic average of the indices relevant to the three calendar months if the period upto 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 month falling within that period

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

$$V_L = W \times \frac{Y}{100} \times \frac{LI - LLo}{LLo}$$

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

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

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

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 stipulated date of

Completion or the minimum wage prevailing on the last date of the quarter previous to the one under consideration, whichever is less, shall be considered).

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

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

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

CLAUSE 10 D

Dismantled Material Govt. Property

The contractor shall treat all materials obtained during dismantling of a structure, excavation of the site for a work, etc. as Government's property and such materials shall be disposed off to the best advantage of Government according to the instruction 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 one copy of the contract documents together with specifications, designs, drawings and instructions as are not included in the standard specifications of Central Public Works Department specified in Schedule 'F' or in any Bureau of Indian Standard or any other, published standard or code or, Schedule of Rates or any other printed publication referred to elsewhere in the contract.

The contractor shall comply with the provision 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 thing of temporary or permanent nature required for such execution and maintenance in so far as the necessity for providing these, is specified or is reasonably inferred from the contract. The Contractor shall take full responsibility for adequacy, suitability and safety of all the works and methods of construction.

CLAUSE 12:

Deviations/ Variations Extent and pricing.

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

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

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

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

Deviation, Extra Items and Pricing

12.2A. For Project and original works:

In the case of extra item (s) (items that are completely new, and are in additions to the items contained in the contract), the contractor may within fifteen days of receipt of order Or occurrence of the item(s) claim rates, supported by proper analysis, for the work and The engineer-in-charge shall within one month of the receipt of the claims supported by analysis, after giving consideration to the analysis of the rates submitted by the contractor, determine the rates on the basis of the market rates and the contractor shall be paid in accordance with the rates so determined.

- B. For maintenance work including works of up gradation, aesthetic, special repair, addition / alteration :

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

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

- A. For Project and original works :

Deviation, Substitute Items, Pricing

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

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

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

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

- A. For Project and original works :

Deviation, Deviated Quantities Pricing

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

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

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

The prescribed time limit for finalizing rates for Extra item(s), Substitute item(s) and deviated Quantities of contract items are as under :

- (i) If the Tendered value of work is upto Rs.45 Lac : 30 days.
- (ii) If the Tendered value of work is more than Rs.45 Lac and upto Rs.2.5 Crore : 45 days.
- (iii) If the Tendered value of work exceeds Rs.2.5 Crore : 60 days.

12.3 A. For Project and Original works :

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

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

In the 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-Charges shall after giving notice to the contractor within one month of occurrence of the excess and after taking into consideration any reply received from him within fifteen days of the receipt of the notice, revise the rates for the work in question within one month of the expiry of the said period of fifteen days having regard to the market rates.

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

12.5 For the purpose of operation of Schedule "F" the following works shall be treated as works relating to foundation unless & other wise defined in the contractor.

- (i) For Buildings: All workout 1.2 meters above ground level or upto floor 1 level which ever is lower.
- (ii) For abatements, piers and well staining : All works upto 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 upto 1.2 meters above the ground level.
- (iv) For reservoirs/tanks (other than overhead reservoirs/tanks):All works upto 1.2 meters above the ground level.
- (v) For basement : All works upto 1.2m above ground level or upto floor 1 level whichever is lower.
- (vi) For Roads, all items of excavation and filling including treatment of sub base.

12.6 Any operation incidental to or necessarily has to be in contemplation of tendered while filling. 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 tendered or the rate given in the said schedule of rates, as the case may be. Nothing extra shall be admissible for such operations.

CLAUSE 13

Foreclosure of Contract due to Abandonment or Reduction in Scope of work

If at any time after acceptance of the tender, Government shall decide to abandon or reduce the scope of the works for any reason whatsoever and hence not require the whole or any part of the works to be carried out, the Engineer-in-Charge shall give notice in writing to that effect to the contractor and the contractor shall act accordingly in the matter. The contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit ;or advantage which he might have derived from the execution of the works in full but which ;he did not derive in consequence of the foreclosure of the whole or part of the works.

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

- (i) Any expenditure incurred on preliminary site work e.g temporary access roads, temporary labour huts, staff quarters and site office : storage accommodation and water storage tanks.
- (ii) Government shall have the option to take over contractor's materials or any part there of 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 there of as the contractor does not desire to retain. For materials taken over or to be taken over by Government, cost of such materials as detailed by Engineer-in-Charge shall be paid. The cost shall, however, take into account purchase price, cost of transportation and deterioration or damage which may have been caused to materials whilst in the custody of the contractor.
- (iii) If any materials supplied by Government are rendered surplus, the same except normal wastage shall be returned by the contractor to Government at rates not exceeding those at which these were originally issued, less allowance for any deterioration or damage which may have been caused whilst the materials were in the custody of the contractor. In addition, cost of transporting such materials from site to Government stores, if so required by Government, shall be paid.
- (iv) Reasonable compensation for transfer of T & P from site to contractor's permanent stores or to his other works, whichever is less. If T & P are not transported to either of the said places, on cost of transportation shall be payable.
- (v) Reasonable compensation for repatriation of contractor's site staff and imported labour to the extent necessary.

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

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

A compensation for such eventuality, on account of damages etc. shall be payable @ 0.5% of cost of work remaining incomplete on date of closure i.e. total stipulated cost of the work less the cost of work actually executed under the contract shall be payable.

Clause 14

Carrying out part Work at risk & cost of contractor.

If contractor:

- (i) At any time makes default during currency of work or does not execute any part of the work with due diligence and continues to do so even after a notice in writing of 7 days in this respect from the Engineer-in-Charge : or
- (ii) Commits default in complying with any of the terms and conditions of the contract and does not remedy it or takes effective steps to remedy it within 7 days even after a notice in writing is given in that behalf by the Engineer-in-Charge : or
- (iii) Fails to complete the work ((s) or items of work with individual dates of completion, on or before the date (s) so determined, and does not complete them within the period specified in the notice given in writing in that behalf by the Engineer-in-Charge.

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

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

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

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

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

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

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

CLAUSE 15.

Suspension of Work.

- (i) The contractor shall, on receipt of the order in writing of the Engineer-in-charge,(whose decision shall be final and binding on the contractor) suspend the progress of the works or any part there of for such time and in such manner ;as the Engineer-in-Charge may consider necessary so as not to cause any damage or injury to the work already done or endanger the safety there of for any of the following reasons:
- (a) on account of any default on the part of the contractor or:
 - (b) for proper execution of the works or part there of for reasons other than the default of the contractor ; or
 - (c) for safety of the works or part there of.

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

- (ii) If the suspension is ordered for reasons (b) and (c) in sub-para (i) above:
- (a) The contractor shall be entitled to an extension of time equal to The period of every such suspension PLUS 25% for completion of the item or group of items of work for which a separate period of completions 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 there to 2% to cover indirect expenses of the contractor provided the contractor submits his claim supported by details to the Engineer-in-Charge within fifteen days of the expiry of the period of 30 days.
- (iii) If the works or part there of is suspended on the orders of the Engineer-in-Charge for more than three months at a time, except when suspensions is ordered for reason (a) in sub-para (i) above, the contractor may after receipt of such order serve a written notice on the Engineer-in-Charge requiring permission within fifteen days from receipt by the Engineer,-in-Charge of the said notice, to proceed with the work or part there of in regard to which progress has been suspended and if such permission is not granted within that time, the contractor, if he intends to treat the suspension, where it affects only a part of the works as an omission of such part by Government or where it affects whole of the works, as an abandonment of the works by Government, shall within ten days of expiry of such period of 15 days give notice in writing of his intention to the Engineer-in-Charge. In the event of the contractor treating the suspension as an abandonment of the contract by Government, he shall have no claim to payment of any compensation on account of any profit or advantage which he might have derived from the execution of the work in full but which he could not derive in consequence of the abandonment. He shall, however, be entitled to such compensation, as the Engineer-in-Charge may considerer 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 there of 2% to cover indirect expenses of the contractor provided the contractor submits his claim supported by details to the Engineer-in-Charge within 30 days of the expiry of the period of 3 months.

CLAUSE 15 A

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

The contractor shall not be entitled to claim any compensation from Government for the loss suffered by him on account of delay by Government in the supply of materials in schedule 'B' where such delay is covered by difficulties relating to the supply of wagons, force majeure including non-allotment of such materials by controlling authorities, acts of God, acts of enemies of the state/country or any reasonable cause beyond the control of the Government.

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

CLAUSE 16

Action in case Work Not done as per Specification

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 the purpose, Orders given to the Contractor's agent shall be considered to have the same force as if they had been given to the contractor himself.

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

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

CLAUSE 17

Contractor Liable for Damages, Defects during Maintenance Period.

If the contractor or his working people or servants shall break, deface, injure or destroy any part of building in which they may be working, or any building, road, road kerb, fence, enclosure, water pipe, cables, drains, electric or telephone post or wires, trees, grass or grassland, or cultivated ground contiguous to the premises on which the work or any part is being executed, or if any damage shall happen to the work while in progress, from any Cause whatever or if any defect, shrinkage or other faults appear in the work within twelve months (six months in the case of work costing Ts. Ten lacs and below except road work)

after a certificate final or otherwise of its completing 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 edict 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 of the contractor shall not be refunded before the expiry of twelve months (six months in the case of work costing Rs. Ten lacs and below except road work). After the issue of the certificate final or otherwise, of completion of work, or till the final bill has been prepared and passed whichever is later. Provided that in the case of road work, if in the opinion of the Engineer-in-Charge, half of the security deposit is sufficient, to meet all liabilities of the contractor under this contract, half of the security deposit will be refundable after six months and the remaining half after twelve months of the issue of the said certificate of completion or till the final bill has been prepared and passed whichever is later.

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

CLAUSE 18

Contractor to Supply Tools & Plants etc.

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

CLAUSE 18A

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 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 in consequence of contesting such claim.

CLAUSE 18 B

Ensuring Payment and Amenities to Workers if Contractor fails

In every case in which by virtue of the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, and of the Contract Labour (Regulation and Abolition) Central Rules, 1971, Government is obliged to pay any amounts of wages to a workman employed by the contractor in execution of the works, or to incur any expenditure in providing welfare and health amenities required to be provided under the above said Act and the rules under 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. Contractor, 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 hereof by deduction it from the security deposit or from any sum due by Government to the contractor whether under this contract or otherwise Government shall not be bound to contest any claim made against it under sub-section (1) of Section 20, sub-section (4) of Section 21, of the said Act, except on the written request of the contractor and upon his giving to the Government full security for all costs for which Government might become liable in contesting such claim.

CLAUSE 19

Labour Laws to be complied by the Contractor

The contractor shall obtain a valid licence under the Contract Labour (R&A) Act, 1970, and the Contract Labour (Regulation and Abolition) Central Rules, 1971, before the commencement of the work, and continue to have a valid license until the completion of the work. The contractor shall also abide by the provisions of the Child Labour (Prohibition and Regulation) Act, 1986.

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

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

CLAUSE 19A

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

CLAUSE 19B

Payment of Wages Payment of wage:

- (i) The contractor shall pay to labour employed by him either directly or through sub-contractors, wages not less than fair wages as defined in the C.P.W.D. Contractor's Labour Regulations or as per the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, and the contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable.
- (ii) The contractor shall, notwithstanding the provisions of any contract to the contrary, cause to be paid fair wage to labour indirectly engaged on the work, including any labour engaged by his sub-contractors in connection with the said work, as if the labour had been immediately employed by him.
- (iii) In respect of all labour directly or indirectly employed in the works for performance of the contractor's part of this contract, the contractor shall comply with or cause to be complied with the Central Public Works Department contractor's Labour Regulations made by Government from time to time in regard to payment of wages, wage period, deductions from wages recovery of wages not paid and deductions unauthorisedly made, maintenance of wage books or wage slips, publication of scale of wages and other terms of employment,

inspection and submission of periodical returns and all other matters of the like nature or as per the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, and the Contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable.

(iv) (a) The Engineer-in-Charge concerned shall have the right to deduct from the moneys due to the contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of no fulfillment of the conditions of the contractor for the benefit of the workers, non-payment of wages or of deductions made from his or their wages which are not justified by their terms of the contract or non-observance of the Regulations.

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

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

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

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

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

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

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

CLAUSE 19C

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

CLAUSE 19D

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

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

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

CLAUSE 19E

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

CLAUSE 19F

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

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

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

CLAUSE 19G

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

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

CLAUSE 19H

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

- (i) (a) The minimum height of each hut at the eaves level shall be 2.10m (7ft.) and the floor area to be provided will be at the rate of 2.7 sq.m. (30 sq.ft.) for each member of the worker's family staying with the labourer.
- (b) The contractor(s) shall in addition construct suitable cooking places having a minimum area of 1.80m x 1.50 (6'x5') adjacent to the hut for each family.
- (c) The contractor(s) shall also construct temporary latrines and urinals for the use of the labourers each on the scale of not less than four per each one hundred of the total strength, separate latrines and urinals being provided for women.
- (d) The contractor(s) shall construct sufficient number of bathing and washing places, one unit for every 25 persons residing in the camp. These bathing and washing places shall be suitably screened.

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

CLAUSE 19I

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

CLAUSE 19J

It shall be the responsibility of the contractor to see that the building under construction is not occupied by any body unauthorisedly 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/building in that position. Any delay in acceptance on this account will be treated as the delay in completion and for such delay, a levy upto 5% of tendered value of work may be imposed by the Superintending Engineer whose decision shall be final both with regard to the justification and quantum and be binding on the contractor.

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

CLAUSE 19K

Employment of skilled/semi skilled workers

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

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

CLAUSE 19L

Contribution of EPF and ESI

The ESI and EPF contribution on the part of employer in respect of this contract shall be paid by the contractor. These contribution on the part of the employer paid by the contractor shall be reimbursed by the Engineer – in – Charge to the contractor on actual basis.

CLAUSE 20

Minimum Wages Act to be Complied with

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

CLAUSE 21

Work not to be Sublet. Action in case of insolvency.

The Contract shall not be assigned or sublet without the written approval of the Engineer-in-Charge. And if the contractors 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 interested in the contract, the Engineer-in-Charge on behalf of the President of India shall have power to adopt the course specified in clause 3 hereof in the interest of government and in the event of such course being adopted, the consequences specified in the said clause 3 shall ensue

CLAUSE 22

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

CLAUSE 23

Changes in firm's Constitution to be intimated.

Where the contractor is 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 here or and the same action may be taken, and the same consequences shall ensue as provided in the said clause 21.

CLAUSE 24

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

CLAUSE 25

Settlement of disputes & Arbitration

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, completion or abandonment thereof shall be dealt with as mentioned hereinafter :

- (i) If the contractor considers any work demanded of him to be outside the requirements of the contract, or disputes any drawings, record or decision given in writing by the Engineer-in-Charge on any matter in connection with or arising out of the contract or carrying out of the work, to be unacceptable, he shall promptly within 15 days request the Superintending Engineer in writing for written instruction or decision. Thereupon, the Superintending Engineer shall give his written instructions or decision within a period of one month from the receipt of the contractor's letter.

If the superintending Engineer fails to give his instructions or decision in writing within the aforesaid period or if the contractor is dissatisfied with the instructions or decision of the Superintending Engineer, the contractor may, within 15 days of the receipt of Superintending Engineer's decision, appeal to the Chief Engineer who shall afford an opportunity to the contractor to be heard, if the latter so desires, and to offer evidence in support of his appeal. The Chief Engineer shall give his decision within 30 days of receipt of contractor's appeal. If the contractor is dissatisfied with the decision of the

Chief Engineer, the contractor may within 30 days from the receipt of the Chief Engineer decision, appeal before the Dispute Redressal Committee (DRC) along with a list of disputes with amounts claimed in respect of each such dispute and giving reference to the rejection of his disputes by the Chief Engineer. The Dispute Redressal Committee (DRC) shall give his decision within a period of 90 days from the receipt of Contractor's appeal. The constitution of Dispute Redressal committee (DRC) shall be as indicated in Schedule 'F'. If the Dispute Redressal Committee (DRC) fails to give his decision within the aforesaid period or any party is dissatisfied with the decision of Dispute Redressal Committee (DRC), then either party may within a period of 30 days from committee (DRC), give notice to the Chief Engineer for appointment of arbitrator on prescribed proforma as per Appendix XV, failing which the said decision shall be final binding and conclusive and not referable to adjudication by the arbitrator.

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

- (ii) Except where the decision has become final, binding and conclusive in terms of sub-Para (i) above, disputes or difference shall be referred for adjudication through arbitration by a sole arbitrator appointed by the chief engineer, CPWD, in charge of the work or if there be no chief engineer, the additional director General of the concerned region of CPWD or if there be no Additional Director General, the Director General of Works, CPWD. If the arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever, another sole arbitrator shall be appointed in the manner aforesaid. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

It is a term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed in respect of each such dispute alongwith the notice for appointment of arbitrator and giving reference to the rejection by the Chief engineer of the appeal.

It is also a term of this contract that no person, other than a person appointed by such Chief Engineer CPWD or additional director General or Director General of works, CPWD, as aforesaid , should act as arbitrator and if for any reason that is not possible, the matter shall not be referred to arbitration at all.

It is also a term of this contract that if the contractor does not make any demand for appointment of arbitrator in respect of any claims in writing as aforesaid within 20 days of receiving the intimation from the engineer-in-charge that the final bill is ready for payment, the claim of the contractor shall be deemed to have been waived and absolutely bared and the government shall be discharged and released of all liabilities under the contract in respect of these claims.

The arbitration shall be conducted in accordance with the provisions of the arbitration and conciliation act, 1996 (26 of 1996) or any statutory modifications or re-enactment thereof and the rules made hereunder and for the time being in force shall apply to the arbitration proceeding under this cause.

It is also a term of this contract that 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 by the appointing authority and give separate award against each dispute and claim referred to him and in all cases where the total amount of the claims by any party exceeds Rs. 1,00,000/-, the arbitrator shall give reasons for the award.

It also a term of the contract that if nay fees are payable to the arbitrator, these shall be paid equally by both the parties.

It is also a term of the contract that the arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties calling them to submit their statement reference on the date he issues notice to both the parties calling them to submit their statement of claims. The venue of the arbitration shall be such place as may be fixed by the arbitrator in his sole discretion. The fees, if any, of the arbitrator shall, if required to be paid before the awards is made and published, be paid half and half by each of the parties. The cost of the reference and of the award (including the fees, if any, of the artitrator0 shall be in the discretion of the arbitrator who may direct to any by whom and in what manner, such costs or any part thereof shall be paid and fix or settle the amount or costs to be so paid .

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 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 identify the President of India if the infringement of the patent or design or any alleged patent or design right is the direct result or 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 questi0n 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 and 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 to in accordance with the Bureau of Indian standards specifications. In case there are no such specifications in Bureau of Indian standards, the work shall be carried out as per manufacturers' specifications, if not available then as per district specification. In case there are no such specifications as per required above, the work shall be carried out in all respects in accordancewith the instructions and requirements or the Engineer-in-charge.

CLAUSE 29

With-holding and lein in respect of sums due from contractor

- (i) Wherever any claim or claims for payment of a sum of in respect of sums money arises out of or under the contract or against the contractor, the engineer-in-Charge or the government shall be entitled to with hold and also have a retain such sum or sums in whole or in part from the security, if any deposited by the contractor and for the purpose aforesaid, the engineer-in-Charge or the government shall be entitled to withhold the security deposit, if any, furnished as the case may be and also have a lien over the same pending finalisation or adjudication of any such claim. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the contractor, the engineer-in-Charge or the government shall be entitled to with hold 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 finalisation of adjudication of any such claim.

It is an agreed term of the contract that the sum of money or moneys so withheld or retained under the lien referred to above by the 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. The purpose of this clause, where the contractor is a partnership firm or a limited company the engineer-in-Charge or the government shall be entitled to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner/limited company as the case may be, whether in his individual capacity or otherwise.

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

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

CAUSE 29A

Lien in respect of claims in other Contracts

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

It is an agreed term of the contract that the sum of money so withheld or retained under this clause by the Engineer-in-charge or the Government will be kept withheld or retained as such by the engineer-in-Charge or the Government or till his claim arising out of the same contract or any other contract is either mutually settled or and that the contractor shall have no claim for interest or damages whatsoever on this account or on any other round in respect of any sum of money withheld or retained under this clause and duly notified as such to the contractor.

CAUSE30

Employment of coal mining or controlled area labour not permissible.

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

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

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

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

Explanation :- controlled area means the following areas

Districts of Dhanbad, Hazaribagh, Jamtara – a Sub-division under Santhal Pargana commissioner, districts of Bankura, Birbhum, District of Bilaspur.

Any other area which may be declared a controlled area by or with the approval of the Central government.

CAUSE 31

Unfiltered water supply.

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

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

CAUSE 31A

Departmental water supply, if available

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

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

CAUSE 32

Alternate water arrangements

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

CLAUSE 33

Return of Surplus Materials.

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

CLAUSE 34

Hire of Plant & Machinery.

- (i) The contractor shall arrange at his own expense all tools, plant, machinery , and equipment (hereinafter referred to ad T & P) required for execution of the work except for the Plant & Machinery listed in schedule 'C' and stipulated for issue to the contractor. If the contractor requires any item of T & P on hire from the T & P available with the government over and above the T&P stipulated for issue, the government will, if such item is available, hire it to the contractor at rates to be agreed upon between him and the engineer-in-Charge. In such a case, all the conditions hereunder for issue of T&P shall also be applicable to such T&P as is agreed to be issued.
- (ii) Plant and Machinery when supplied on hire charges shown in schedule 'C' shall be made over and taken back at the departmental equipment yard/shed shown in schedule 'C' and the contractor shall bear the cost of carriage from the place of issue to the site of work and back. The contractor shall be responsible to return the plant and machinery with condition in which it was handed over to him, and he shall be responsible for all damage caused to the said plant and machinery at the site of work or elsewhere in

operation and otherwise during transit including damage to or loss of plant and for all losses due to his failure to return the same soon after the completion of the work for which it was issued. The divisional engineer-in-Charge shall be the sole judge to determine the liability of the contractor and its extent in this regard and his decision shall be final and binding on the contractor.

- (iii) The plant and machinery as stipulated above will be issued as and when available and it required by the contractor. The Contractor shall arrange his programme of work according to the availability of the plant and machinery and no claim, whatsoever, will be entertained from him for any delay in supply by the Department.
- (iv) The hire charges shall be recovered at the prescribed rates from and inclusive of the date the plant and machinery made over upto and inclusive of the date of the return in good order even though the same may not have been working for any cause except major breakdown due to no fault of the contractor or faulty use requiring more than three working days continuously (excluding intervening holidays and Sundays) for bringing the plant in order. The contractor shall immediately intimate in writing to the Engineer-in-Charge when any plant or machinery gets out of order requiring major repairs as aforesaid. The Engineer-in-Charge shall record the date and time of receipt of such intimation in the log sheet of the plant or machinery. Based on this if the breakdown before lunch period or major breakdown will be computed considering half a day's breakdown on the day of complaint. If the breakdown occurs in the post lunch period of major breakdown will be computed starting from the next working day. In case of dispute under this clause, the decision of the Superintending Engineer shall be final and binding on the contractor.
- (v) The hire charges shown above are for each day of 8 hours (inclusive of the one hour lunch break) or part thereof.
- (vi) Hire charges will include service of operating staff as required and also supply of lubricating oil and stores for cleaning purposes. Power fuel of approved type, firewood, kerosene oil etc. for running the plant and machinery and also the full time chowkidar for guarding the plant and machinery against any loss or damage shall be arranged by the contractor who shall be fully responsible for the safeguard and security of plant and machinery. The contractor shall on or before the supply of plant and machinery sign an agreement indemnifying the Department against any loss or damage caused to the plant and machinery either during transit or at site of work.
- (vii) Ordinarily, no plant and machinery shall work for more than 8 hours a day inclusive of one hour lunch break. In case of an urgent work however, the Engineer-in-Charge may, at his discretion, allow the plant and machinery to be worked for more than normal period of 8 hours a day. In that case, the hourly hire charges for overtime to be borne by the contractor shall be 50% more than the normal proportionate hourly charges ($1/8^{\text{th}}$ of the daily charges) subject to a minimum of half day's normal charges on any particular day. For working out hire charges for over time, a period of half an hour or above will be charged as one hour and a period of less than half an hour will be ignored.
- (viii) The contractor shall release the plant and machinery every seventh day for periodical servicing and/or wash out which may take about three to four hours or more. Hire charges for full day shall be recovered from the contractor for the day of servicing/wash out irrespective of the period employed in servicing.
- (ix) The plant and machinery once issued to the contractor shall not be returned by him on account of lack of arrangements of labour and materials, etc. on his part, the same will be returned only when they are required for major repairs or when in the opinion of the Engineer-in-Charge, the work or a portion of work for which the same was issued is completed.

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

CLAUSE 35

Condition relating To use of asphaltic Materials

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

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

CLAUSE 36

Employment of Technical Staff and employees.

Contractors Superintendence, Supervision, Technical Staff & Employees.

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

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

All the provisions applicable to the principal technical representative under the Clause will also be applicable to other technical representative (s) The principal technical representative and other technical representative (s) shall be present at the site of work for supervision at all times when any construction activity is in progress and also present himself/themselves, as required, to the Engineer-in-Charge and/or his designated representative to take instructions. Instructions given to the principal technical representative or other technical representative (s) shall be deemed to have the same force as if these have been given to the contractor. The principal technical representative and other technical representative (s) shall be actually available at site fully during all stages of execution of work, during recording/checking/test checking of measurements of works and whenever so required by the Engineer-in-Charge and shall also note down instructions conveyed by the Engineer-in-Charge or his designated representatives (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) more than two days.

If the Engineer-in-Charge, whose decision in this respect is final and binding on the contractor, is convinced that no such technical representative (s) is/are effectively appointed or is/are effectively attending or fulfilling the provision of this clause, a recovery (non-refundable) shall be effected from the contractor as specified in Schedule 'F' and the decision of the Engineer-in-Charge as recorded in the site order book and measurement recorded checked/test checked in Measurement Books shall be final and binding on the contractor. Further if the contractor fails to appoint suitable technical Principal technical representative and/or other technical representative (s) and if such appointed persons are not effectively present or are absent by more than two days without duly approved

substitute or do not discharge their responsibilities satisfactorily, the Engineer-in-Charge shall have full powers to suspend the execution of the work until such date as suitable other technical representative (s) is/are appointed and the contractor shall be held responsible for the delay so caused to the work. The contractor shall submit a certificate of employment of the technical representative (s) alongwith every on account bill/final bill and shall produce evidence if at any time so required by the Engineer-in-Charge.

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

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

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

CLAUSE 37

Levy/Taxes Payable by Contractor

- (i) Sales Tax/VAT (except Service Tax), Building and other Construction Worker Welfare Cess or any other tax or cess in respect of this contract shall be payable by the contractor and Government shall not entertain any claim whatsoever in this respect. However, in respect of service tax, same shall be paid by the contractor to the concerned department on demand and it will be reimbursed to him by the Engineer-in-Charge after satisfying that it has been actually and genuinely paid by the contractor.
- (ii) The contractor shall deposit royalty and obtain necessary permit for supply of the red bajri, stone, kankar, etc. from local authorities.

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

CLAUSE 38

Conditions for Reimbursement Of levy/taxes if Levied after Receipt of tenders

- (i) All tendered rates shall be inclusive of all taxes and levies (except Service Tax) payable under respective statutes. However, if any further tax or levy or cess is imposed by Statute, after the last stipulated date for the receipt of tender including extensions if any and the contractor thereupon necessarily and properly pays such taxes/levies/cess, the Contractor shall be reimbursed the amount so paid, provided such payments, if any, is not, in the opinion of the Superintending Engineer (whose decision shall be final and binding on the contractor) attributable to delay in execution of work within the control of the contractor.
- (ii) The contractor shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary and shall allow inspection of the same by a duly authorized representative of the Government and/or the Engineer-in-Charge and shall also furnish such other information/document as the Engineer-in-charge may require from time to time.

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

CLAUSE 39

Termination of Contract on death Of contractor

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

CLAUSE 40

If relative working in CPWD then the Contractor not Allowed to tender

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

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

CLAUSE 41

No Gazetted Engineer to work As Contractor Within one year Of retirement

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

CLAUSE 42

Return of material & recovery for excess material issued.

- (i) After completion of the work and also at any intermediate state in the event of non-reconciliation of materials issued, consumed and in balance – (see Clause 10), theoretical quantity of materials issued by the Government for use in the work shall be calculated on the basis and method given hereunder :-
- (a) Quantity of cement & bitumen shall be calculated on the basis of quantity of cement & bitumen required for different items of work as shown in the Schedule of Rates mentioned in Schedule 'F'. In case any item is executed for which standard constants for the consumption of cement or bitumen are not available in the above mentioned schedule/statement or cannot be derived from the same shall be calculated on the basis of standard formula to be laid down by the Engineer-in-Charge.
- (b) Theoretical quantity of steel reinforcement or structural steel sections shall be taken as the quantity required as per design or as authorised by Engineer-in-Charge, including authorised lappages, chairs etc. plus 3% wastage due to cutting into pieces, such theoretical quantity being determined and compared with the actual issues each diameterwise, sectionwise and categoriwise separately.

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

- (ii) Over the theoretical quantities of materials so computed a variation shall be allowed as specified in Schedule 'F'. The difference in the net quantities of material actually issued to the contractor and the theoretical quantities including such authorised variation, if not returned by the contractor or if not fully reconciled to the satisfaction of the Engineer-in-Charge within fifteen days of the issue of written notice by the Engineer-in-charge to this effect shall be recovered at the rates specified in Schedule 'F', without prejudice to the provision of the relevant conditions regarding return of materials governing the contract. Decision of Engineer-in-Charge in regard to theoretical quantities of materials, which should have been actually used as per the Annexure of the standard schedule of rates and recovery at rates specified in Schedule 'F', shall be final & binding on the contractor.

For non scheduled items, the decision of the Superintending Engineer regarding theoretical quantities of materials which should have been actually used, shall be final and binding on the contractor.

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

CLAUSE 43

Compensation During warlike situations

The work (whether fully constructed or not) and all materials, machines, tools and plants, scaffolding, temporary buildings and other things connected therewith shall be at the risk of the contractor until the work has been delivered to the Engineer-in-Charge and a certificate from him to that effect obtained. In the event of the work or any materials properly brought to the site for incorporation in the work being damaged or destroyed in consequence of hostilities or warlike operation, the contractor shall when ordered (in writing) by the Engineer-in-Charge to remove any debris from the site, collect and properly stack or remove in store all serviceable materials salvaged from the damaged work and shall be paid at the contract rates in accordance with the provision of this agreement for the work of clearing the site of debris, stacking or removal of serviceable material and for reconstruction of all works ordered by the Engineer-in-Charge, such payments being in addition to compensation upto the value of the work originally executed before being damaged or destroyed and not paid for. In case of works damaged or destroyed but not already measured and paid for, the compensation shall be assessed by the Divisional Officer upto Rs.5,000/- and by the Superintending Engineer concerned for a higher amount. The contractor shall be paid for the damages/destruction suffered and for restoring the material at the rate based on analysis of rates tendered for in accordance with the provision of the contract. The certificates of the Engineer-in-charge regarding the quality and quantity of materials and the purpose for which they were collected shall be final and binding on all parties to this contract.

Provided always that no compensation shall be payable for any loss in consequence of hostilities or warlike operations (a) unless the contractor had taken all such precautions against air raid as are deemed necessary by the A.R.P. Officers or the Engineer-in-Charge (b) for any materials etc. not on the site of the work or for any tools, plant, machinery, scaffolding, temporary building and other things not intended for the work.

In the event of the contractor having to carry out reconstruction as aforesaid, he shall be allowed such extension of time for its completion as is considered reasonably by the Divisional Officer.

CLAUSE 44

Apprentices Act Provisions to be Complied with

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

CLAUSE 45

Release of Security Deposit after labour clearance

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

NOTE: In case of difference or ambiguity in Hindi and English version, the English version will prevail.

INTEGRITY PACT

To,

.....,

.....,

.....,

Sub:- NIT No.....for the work

.....

Dear Sir,

It is here by declared that CPWD 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 acceptance and signing of the Integrity Agreement on behalf of the CPWD.

Yours faithfully

Executive Engineer

INTEGRITY PACT

To,

Executive Engineer,

.....

.....

Sub:- Submission of Tender for the work of

Dear Sir,

I/We acknowledge that CPWD 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 CPWD. 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, CPWD shall have unqualified, absolute and unfettered right to disqualify the tenderer/bidder and reject the tender/bid in accordance with terms and conditions of the tender/bid.

Yours faithfully

(Duly authorized signatory of the Bidder)

**To be signed by the bidder and same signatory competent/ authorized to sign
the relevant Contract on behalf of CPWD.**

INTEGRITY AGREEMENT

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

BETWEEN

President of India represented through Executive Engineer,

(Name of Division)

CPWD,(Hereinafter referred as the)

(Address of Division)

‘Principal/Owner’, which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

.....

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

Through(Hereinafter referred as the)

Details of duly authorized signatory)

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

Preamble

WHEREAS the Principal/Owner has floated the Tender (NIT No.....) (Hereinafter referred to as **“Tender/Bid”**) and intends to award, under laid down organizational procedure, contract for

(Name of work)

Hereinafter referred to as the **“Contract”**.

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

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

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

Article 1:Commitment of the Principal/Owner

- (1) The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - (a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - (b) The Principal/Owner will, during the tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the tender process, provide to all bidder(s) the same information and will not provide to any Bidder (s) confidential / additional information through which the Bidder (s) could obtain an advantage in relation to the tender process or the Contract execution.

- (C) The Principal/Owner shall endeavour to exclude from the tender process any 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) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution:
- (a) The bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the tender process or execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- (b) The bidder(s)/Contractor(s) will not enter with other bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
- (c) The bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the bidder (s)/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 participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.
- (e) The bidder(s)/Contractor(s) will, when presenting his bid, disclose (with each tender as per proforma enclosed) any and all 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 others and/or to influence the procurement process to the detriment of the Government interests.
- (5) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/her reputation or property to influence their participation in the tendering process).

Article 3: Consequences of Breach

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

- (1) If the bidder (s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days notice to the contractor shall have powers to disqualify the bidder(s)/Contractor(s) from the tender process or terminate/determine the contract, if already executed or exclude or 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 Indian Penal code(IPC)/Prevention of Corruption Act, or if the Principal/ Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression

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

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

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

Article 7- Other Provisions

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

1.
(signature, name and address)

2.
(signature, name and address)

Place:

Dated:

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 ell 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 3.6m (12ft.) above the ground or floor, swung or suspended from an overhead support or erected with stationary support shall have a guard rail properly attached or bolted, braced and otherwise secured at least 90 cm. (3ft.) high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends there of with only such opening as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.
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 3.6m (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 proved with suitable means to prevent the fall of person or materials by providing suitable fencing or railing whose minimum height shall be 90 cm. (3ft.)
5. Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9m. (30ft.) in length while the width between side rails in rung ladder shall in no case be less than 29 cm. (11½") for ladder upto and including 3m. (10ft.) in length. For longer ladders, this width should be increased at least $\frac{1}{4}$ " for each additional 30cm. (1 foot) of length. Uniform step spacing of not more than 30cm shall be kept. Adequate precautions shall be taken to prevent danger form 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 an 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 1.2m (4ft.) or more in depth, shall at all times be supplied with at least one ladder for each 30 m. (100ft.) in length or fraction thereof, Ladder shall extend from bottom of the trench to at least 90 cm. (3ft.) above the surface of the ground. The side of the trenches which are 1.5m. (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 measure 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 50 m around the point of drilling to avoid entry of people.
 - (iv) After drilling the borewell, a cement platform (0.50m x 0.50m x 1.20m) 0.60m above ground level and 0.60m below ground level should be constructed around the well casing.
 - (v) After the completion of the borewell, the contractor should cap the bore well properly by welding steel plate, cover the bore well with the drilled wet soil and fix thorny shrubs over the soil. This should be done even while repairing the pump.
 - (vi) After the borewell is drilled, the entire site should be brought to the ground level.
7. Demolition-Before any demolition work is commenced and also during the progress of the work,
- i) All roads and open areas adjacent to the work site shall either be closed or suitably protected.
 - ii) No electric cable or apparatus which is liable to be a source of danger or a cable or apparatus used by the operator shall remain electrically charged.
 - iii) All practical steps shall be taken to prevent danger to persons employed from risk of fire or explosion or flooding. No floor, roof or other part of the building shall be so overloaded with debris or materials as to render it unsafe.
8. All necessary personal safety equipment as considered adequate by the Engineer-in-Charge should be kept available for the use of the person employed on the site and maintained in a condition suitable for immediate use, and the contractor should take adequate steps to ensure proper use of equipment by those concerned:- The following safety equipment shall invariably be provided.
- i) Workers employed on mixing asphaltic materials, cement and lime mortars shall be provided with protective footwear and protective goggles.
 - ii) Those engaged in whit washing and mixing or stacking of cement bags or any material which is injurious to the eyes, shall be provided with protective goggles.
 - iii) Those engaged in welding works shall be provided with welder's protective eye-shields.
 - iv) Stone breaker shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.
 - 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 atleast 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 measure 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 provided to the workers. While working inside the manholes, such rope should be handled by tow men standing outside to enable him to be pulled out during emergency.

- (f) The area should be barricaded or cordoned off by suitable means to avoid mishaps of any kind. Proper warning signs should be displayed for the safety of the public whenever cleaning works are undertaken during night or day.
 - g) No smoking or open flames shall be allowed near the blocked manhole being cleaned.
 - h) The malba obtained on account of cleaning of blocked manholes and sewer lines should be immediately removed to avoid accidents on account of slippery nature of the malba.
 - i) Workers should not be allowed to work inside the man hole continuously. He should be given rest intermittently. The Engineer-in-Charge may decide the time upto which a worker may be allowed to work continuously inside the manhole.
 - j) Gas masks with Oxygen Cylinder should be kept at side for use in emergency.
 - k) Air- blowers should be used for flow of fresh air through the manhole. Whenever called for portable air blowers are recommended for ventilating the manholes. The Motors for these shall be vapour proof and of totally enclosed type. Non sparking gas engines also could be used but they should be placed at least 2 metres away from the opening and on the leeward side protected from wind so that they will not be a source of friction on any inflammable gas that might be present.
 - 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 sir 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 paints 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 workman and adequate facilities shall be provided to enable the working painters to wash during and on the cessation of work.
- 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 and 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 to be observed for such use :
- i) White lead sulphate of lead or products containing these pigment, shall not be used in painting operation except in the form of pastes or paint ready for use.
 - ii) Measures shall be taken, wherever required in order to prevent danger arising from the application of a paint in the form of spray.
 - iii) Measures shall be taken, wherever practicable, to prevent danger arising out of from dust caused by 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 spoiled 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 regards to special hygienic precautions to be taken in the painting trade shall be distributed working painters.
- 10) When the work is done near any place where there is risk of drowning, all necessary equipments should be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision, should be made for prompt first aid treatment of all injuries likely to be obtained during the course of the work.
- 11) Use of hoisting machines and tackle including their attachments, anchorage and supports shall conform to the following standards or condition :-
- 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 and employed on electrical installations which are already energized, insulating mats, wearing apparel, such as gloves, sleeves and boots as may be necessary should be provided. The worker should not wear any rings, watches and carry keys or other materials which are good conductors of electricity.
- 13) All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities should be provided at or near places of work.
- 14) These safety provisions should be brought to the notice of all concerned by display on a notice board at a prominent place at work spot. The person responsible for compliance of the safety code shall be named therein by the contractor.
- 15) To ensure effective enforcement of the rules and regulations relating to safety precautions the arrangements made by the contractor shall be open to inspection by the Labour Officer or Engineer-in-charge of the department or their representatives.
- 16) Notwithstanding the above clauses from (1) to (15), there is nothing in these to exempt the contractor from the operations of any other act or rule in force in the republic of India.

**MODEL RULES FOR THE PROTECTION OF HEALTH AND SANITARY
ARRANGEMENTS FOR WORKERS EMPLOYED BY CENTRAL P.W.D. OR ITS
CONTRACTORS.**

1. APPLICATION.

These rules shall apply to all buildings and construction works in charges 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 ruing 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 the contract work is in progress

3. FIRESTAIID FACILLITIES.

- 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 sterilized dressings.
 4. 3 large sterilized burn dressings.
 5. 1 (30ml) bottle containing a two per cent alcoholic solution iodine.
 6. 1 (30ml) bottle containing salvolatile having the dose and mode of administration indicated on the lable.
 7. 1 snakebite lance4t.
 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 dressing.
2. 6 medium size sterilised dressing.
3. 6 large size sterilised dressing.
4. 6 large size sterilised burn dressing.
5. 6 (15 gms.) packets strilised cotton wool.
6. 1 (60 ml.) bottle containing a two per cent alcoholic solutioin iodine.
7. 1 (60 md.) bottle containing salvolatile having the dose and mode of administration indicated on the label.
8. 1 roll of adhesive plaster.
9. 1 snake bite lancet.
10. 1 (30 gms.) bottle of potassium permanganate crystals.
11. 1 pair scissors.
12. 1 copy of the first-aid leaflet issued by the Director General Factory Advice Service and labour Institutes/Government of India.
13. A bottle containing 100 tablets (each of 5 gms.) of aspirin.
14. Ointment for burns.
15. A bottle of suitable surgical antiseptic solution.

- (iii) Adequate arrangement shall be made for immediate recoupment of the equipment when necessary.
- (vii) Nothing except the prescribed contents shall be kept in the First-aid box.
- (v) The first-aid box shall be kept in charge of a responsible person who shall always be readily available during the working hours of the work place.
- (vi) A person in charge of the First-aid box shall be a person trained in First-aid treatment in the work places where the number of contract labour employed is 150 or more.
- (vii) In work places where the number of contract labour employed is 500 or more and hospital facilities are not available within easy distance from the works. First-aid posts shall be established and run by a trained compounder. The compounder shall be on duty and shall be available at all hours when the workers are at work.
- (viii) Where work places are situated in places which are not towns or cities, a suitable motor transport shall be kept readily available 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 ro 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 works.
- (iii) Such facilities shall be conveniently accessible and shall be kept in clean and hygienic condition.

6. LATRINE 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 up to 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 one a year. Latrine shall not be of a standard lower than borehole system.
- (iv)
 - (a) Where workers of both sexes are employed, there shall be displayed outside each block of latrine and urinal, a notice in the language understood by the majority of the workers "For Men only" or "For Women Only" as the case may be.
 - (b) The notice shall also bear the figure of a man of a woman, as the case may be.
- (v) There shall be at least one urinal for male workers up to 50 and one for female workers up to fifty employed at a time, provided the 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 up to the first 500 and one for every 100 or part thereafter.
- (vi)
 - (a) The latrine and urinal shall be adequately lighted and shall be maintained in a clean and sanitary condition at all times.
 - (b) Latrines and urinal 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 latrine 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 place shall be made by means of 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 each for a fortnight (when it will turn to manure).

- (ix) The contractor shall at his own expense, carry out all instruction issued to him by the Engineer-in-Charge to effect proposal of night soil and other conservancy work in respect of the constructor'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 meters (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 cost and beddings in the bed room.
- (iv) The contractor shall provide one ayaal to look after the children in the crèche 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 crèches shall be restricted to children, their attendants and mothers of the children.

9. CANTEENS.

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

Provided that the inside walls of the kitchen shall be lime-washed every four months.
- (vi) The premises of the canteen shall be maintained in a clean and sanitary condition
- (vii) Waste water shall be carried away in suitable covered drains and shall not be allowed to accumulate so as to cause a nuisance.
- (viii) Suitable arrangements shall be made for the collection and disposal of garbage.
- (ix) The dining hall shall accommodate at a time 30 per cent of the contract labour working at a time.

- (x) The floor area of the dining hall, excluding the area occupied by the service counter and any furniture except tables and chairs shall not be less than one square meter (10 sft) 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 equipments necessary for the efficient running of the canteen.
2. The furniture utensils and other equipment shall be maintained in a clean and hygienic condition.
(b) 1. Suitable clean clothes for the employees serving in the canteen shall be provided and maintained.
2. A service counter, if provided, shall have top of smooth and impervious material.
3. Suitable facilities including an adequate supply of hot water shall be provided for the cleaning of utensils and equipments.
- (xiv) The food stuffs and other items to be served in the canteen shall be in conformity with the normal habits of the contract labour.
- (xv) The charges for food stuffs, beverages and any other items served in the canteen shall be based on 'No profit, No loss' and shall be conspicuously displayed in the canteen.
- (xvi) In arriving at the price of foodstuffs and other article served in the canteen, the following items shall not be taken into consideration as expenditure namely :-
 - (a) The rent of land and building.
 - (b) The depreciation and maintenance charges for the building and equipments provided for the canteen.
 - (c) The cost of purchase, repairs and replacement of equipments including furniture, crockery, cutlery and utensils.
 - (d) The water charges and other charges incurred for lighting and ventilation.
 - (e) The interest and amount spent on the provision and maintenance of equipments provided for the canteen.
- (xvii) The accounts pertaining to the canteen shall be audited once every 12 months by registered accountants and auditors.

10. ANTI-MALARIAL PRECAUTIONS.

The contractor shall at his own expense, conform to all anti-malarial instructions given to him by the engineer-in-charge 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, for time to time, add to or amend these rules and issue direction – 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. DEFINITION.

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, repairs 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 provision 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 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 provision 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 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 over time rate.

4. DISPLAY OF NOTICE REGARDING WAGES ETC.

The contractor shall before he commenced his work contract, display and correctly maintain and continue to display and correctly maintain in a clear and legible condition in conspicuous places on the work, notice in English and in the local India 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 wages 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 wages 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 tenth day after the last day of the wages 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 every worker shall be paid to him direct or to other person authorized by him in this behalf.
- vii) All wages shall be paid in current coin or currency or in both.
- viii) Wages shall be paid without any deduction 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 in the presence of the Junior Engineer or any other authorized representative of the engineer-in-charge who will be required to be present at the place and time of disbursement of wages by the contractor to workmen.
- xi) The Contractor shall obtain from the Junior engineer or any other authorized 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 "Wages-cum-Muster Roll" as the case may be in the following form.

"Certified that the amount shown in column No..... has been paid to the workman concerned in my presence on at

6. FINES AND DEDUCTIONS WHICH MAY BE MADE FROM WAGES.

- (i) The wages of a worker shall be paid to him without any deduction of any kind except the following.
 - (a) Fines.
 - (b) Deduction for absence from duty i.e. from the place or the places where by the terms of his employment he is required to work. The amount of deduction shall be in proportion to the period for which he was absent.

- (c) Deduction for damage to or loss of good expressly entrusted to the employed person for custody, or for loss of money or any other deduction which he is required to account, where such damage or loss is directly attributable to his neglect or default.
 - (d) Deduction for recovery of advances or for adjustment of overpayment of wages, advance granted shall be entered in a register.
 - (e) Any other deduction which the Central Government may from time to time allow.
- (ii) No fines should be imposed on any worker save in respect of such acts and omissions on this part as have been approved of by the Chief Labour Commissioner.

Note :- An approved list of Act and Omissions for which fines can be imposed is enclosed at Appendix – X.

- (iii) No fine shall be imposed on a worker and no deduction for damage or loss shall be made from his wages until the worker has been given an opportunity of showing cause against such fines or deductions.
- (iv) The total amount of fine which may be imposed in any one wage period on a worker shall not exceed an amount equal to three paise in a rupee of the total wages, payable to him respect of that wages period.
- (v) No fine imposed on any worker shall be recovered from him by installment, or after the expiry of sixty day from the date on which it was imposed.
- (vi) Every fine shall be deemed to have been imposed on the day of the act or omission in respect of which it was imposed.

7. LABOUR RECORDS.

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

- n) Authority by whom the compensation was accessed.
- o) Remark.
- (v) The contractor shall maintain a **Register of Fines** in the Form XII of the CL (R&A) Rule 1971 (Appendix – XI)

The contractor shall display in a good condition and in a conspicuous place of work the approved list of acts and omission for which fines can be imposed (Appendix-X)
- (vi) The contractor Shall maintain a **Register of deduction for damage or loss** in Form XX of the CL (R&A) Rules 1971 (Appendix – XII)
- (vii) The contractor shall maintain a **Register of Advance** in Form XXIII of the CL (R&A) Rules 1971 (Appendix-XIII)
- (viii) The contractor shall maintain a **Register of Overtime** in Form XXIII of the CL (R&B) Rule 1971 (Appendix – XIV).

8. **ATTENDANCE CARD-CUM-WAGE SLIP.**

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

9. **EMPLOYMENT CARD.**

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

10. **SERVICE CERTIFICATE**

On termination of employment for any reason whatsoever the contractor shall issue to the workman whose service have been terminated, s **Service Certificate** in From XV of the CL (R&A) Central Rules 1971 (Appendix – IX).

11. **PRESERVATION OF LABOUR RECORD**

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 Office or any other office authorised by the Ministry of Urban Development in this behalf.

12. **POWER OF LABOUR OFFICE TO MAKE INVESTIGATIO OF ENQUIRY**

The Labour Officer or any person authorized 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 Wages Clauses and the Provisions of these Regulations. He shall investigate into any complaint regarding the default made by the contractor or subcontractor in regard to such provision.

13. REPORT OF LABOUR OFFICER.

The Labour Officer or other persons authorized as aforesaid shall submit a report of result of his investigation or enquiry to the Executive Engineer concerned indicating the extent, if any 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 give 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.

14. APPEAL AGAINST THE DECISION OF LABOUR OFFICER.

Any person aggrieved by the decision and recommendation of the Labour Officer or other person so authorized may appeal against such decision to the Superintending Engineer concerned within 30 days from the date decision, forwarding simultaneously a copy of his appeal to the executive Engineer concerned but subject to such appeal, the decision of officer shall be final and binding upon the contractor.

15. PROHIBITION REGARDING REPRESENTATION THROUGH LAWYER.

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

16. INSPECTIONS OF BOOKS AND SLIPS

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

17. SUBMISSION OF RETURNS.

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

18 AMENDMENTS

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

Appendix "I"

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 name	Nature of employment	Period of actual employment	Date on which notice of confinement given
1.	2.	3.	4.	5.

Date on which maternity leave commenced and ended

Date of delivery/ Miscarriage.	<u>In case of delivery</u>		<u>In case on miscarriage</u>	
	Commenced	Ended	Commenced	Ended
6.	7.	8.	9.	10.

Leave pay paid to the employee

Rate of leave pay	<u>In case of delivery</u>		<u>In case on miscarriage</u>		Remark.
	Amount paid	Rate of leave pay	Amount paid	Rate of leave pay	
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 women 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 women 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 women to receive the payment of the maternity benefit after her death.
13. If the women 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

Name of Work _____

Name of Contractor _____

Address of Contractor _____

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

Name of C.P.W.D. Labour Officer _____

Address of C.P.W.D. Labour Officer _____

Name of Labour Enforcement Officer _____

Address of Labour Enforcement Officer _____

SI.No.	Category	Minimum wage fixed.	Actual wage paid.	Number present	Remarks.

Weekly holiday _____

Wage period _____

Date of payment of wages _____

Working hours _____

Rest interval _____

Appendix "VII"

Wage Card

wage card No.....

Wage Card

Name and address of Contractor.....Date of Issue

Name and Location of work..... Designation

Name of workmanMonth/Fortnight

Rate of Wages.....

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

Morning

Evening

Initial

Received from

the sum of Rs.

On account of my wages

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

Signature.

Appendix "VII"

19/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

..90..

Appendix "VIII"

14 / Form -XIV

[See rule 76]

Employment Card

Name and address of Contractor.....

Name and address of establishment under which contract is carried on

Name and address of Principal Employer.....

1 Name of the workman.....

2. Sl. No. In the register of workman employed.....

3. Nature of employment/designation.....

4. Wage rate (with particular of unit in case of piece work

5. Wage period.....

6. Tenure of employment.....

7. Remarks.....

Signature of contractor

Appendix "IX"

15 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.....

Sr. No	From	To	Nature of work Done	Rate of wages (with particulars of unit in case of piece work)	Remarks
1	2	3	4	5	6

Signature

Appendix "X"

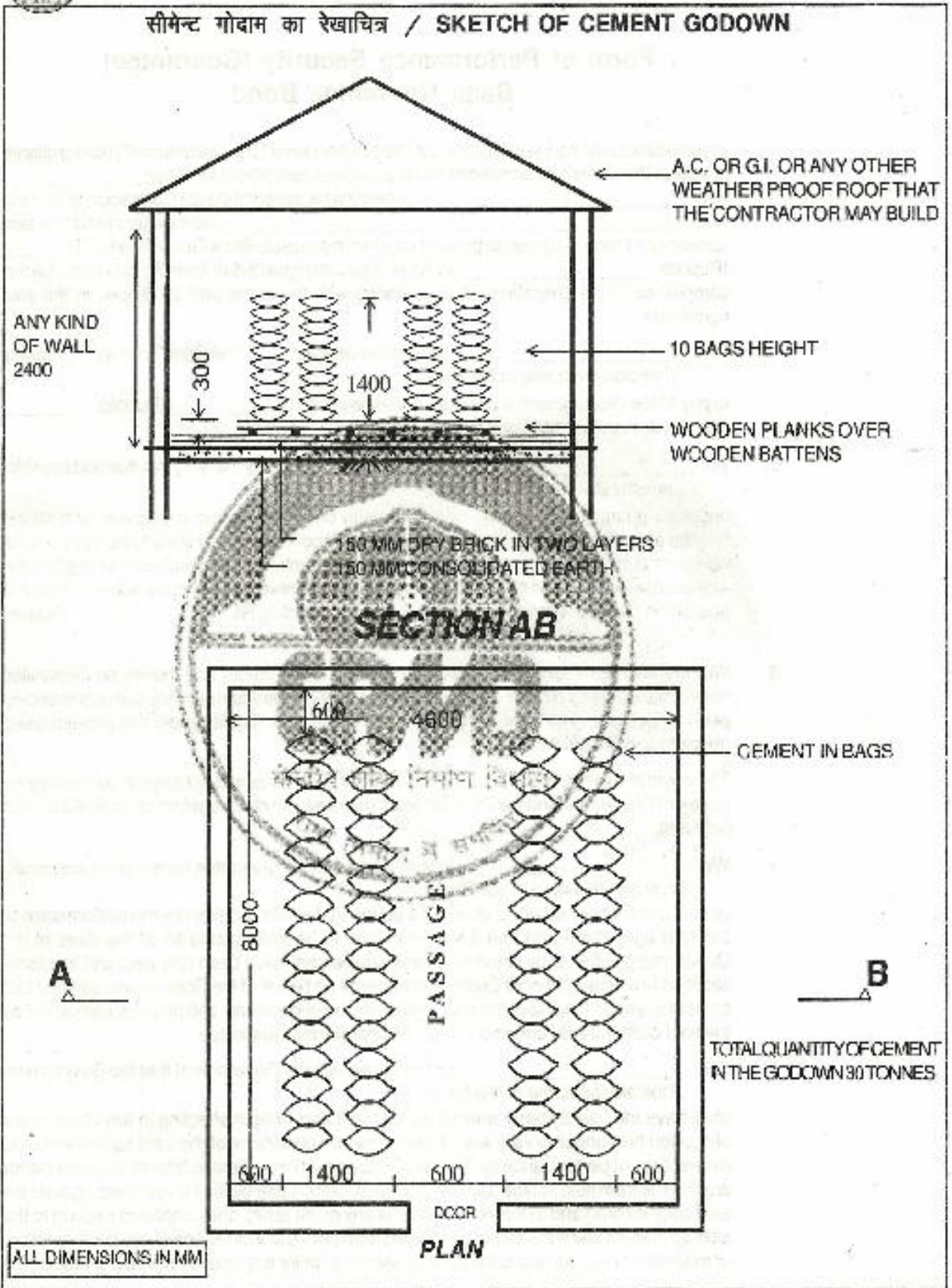
LIST OF ACTS AND OMISSIONS FOR WHICH CAN BE IMPOSED

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



सीमेंट गोदाम का रेखाचित्र / SKETCH OF CEMENT GODOWN



APPENDIX XV

Notice for appointment of Arbitrator

[Refer Clause 25]

To

The chief Engineer/ADG/DGW

.....(Zone or Region)

.....

Dear Sir,

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

1. Name of applicant
2. Whether applicant is Individual/Prop. Firm/Partnership Firm/Ltd. Co.
3. Full address of the applicant
4. Name of the work and contract number in which arbitration sought
5. Name of the Division which entered into contract
6. Contract amount in the work
7. Date of Contract
8. Date of initiation of work
9. Stipulated date of completion of work
10. Actual date of completion of work (if completed)
11. Total Number of claim 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 signature of the applicant

(only the person/authority who

Signed the contract should sign)

I/We certify 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.

Yours faithfully,

(Signatures)

Copy in duplicate to:

1. The Executive Engineer,

.....Division

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 unto (Name and division of Executive Engineer) (hereinafter called “the Engineer-in-Charge”) in the sum of Rs. (Rs. In words) for which payment well and truly to be made to the said Engineer-in-Charge the Bank binds itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank thisday 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 Engineer-in-Charge:
 - (a) Fails or refuses to execute the Form of Agreement in accordance with the Instructions to contractor, if required; OR
 - (b) Fails or refuses to furnish the Performance Guarantee, in accordance with the provision of tender document and Instructions to contractor.

We undertake to pay to the Engineer-in-Charge either up to the above amount upon receipt of his first written demand, without the Engineer-in-Charge having to substantiates his demand, provided that in his demand the Engineer-in-Charge will note that the amount claimed by 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 or tender as such deadline id stated in the Instructions to contractor or as it may be extended by the Engineer-in-Charge, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

DATE.....

SIGNATURE OF THE BANK

WITNESS.....

SEAL

(SIGNATURE, NAME AND ADDRESS)

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

Form of Performance Security (Guarantee)

Bank Guarantee Bond

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

1. We, _____ (hereinafter referred to as "the Bank") hereby undertake *(indicate the name of the Bank)* to pay to the Government an amount not exceeding Rs. _____ (Rupees _____ only) on demand by the Government.

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

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

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

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

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

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

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

Dated the ____ day of ____ for _____ (indicated the name of the Bank)

PROFORMA OF SCHEDULES

(Operative Schedules to be supplied separately to each intending tenderer)

SCHEDULE 'A' ATTACHED

Schedule of quantities (as per PWD-3)

SCHEDULE 'B'

Schedule of materials to issued to the contractor.

Sr. No.	Description	Quantity	Rates in figures & words at which the	Place of
	Of item		Material will be charged To the contractor	
1	2	3	4	5

SCHEDULE 'C'

Tools and plants to be hired the contractor

Sl. No.	Description	Hire charges per day	Place of issue
1	2	3	4

SCHEDULE 'D'

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

SCHEDULE 'E'

Reference to general Conditions of contract.

Name of Work: RFP for Selection of Event Management Agency on QCBS for Providing Shamiyana and ancillary items for Public Meeting of approximate 1 lakh gathering at Daman.

Estimated cost of work : **Rs.3,23,09,194/-**

- (i) Earnest money : **Rs.6,46,184/-** Performance Guarantee : 5% of tendered value.
- (ii) Security Deposit : 3% of tendered value.
- (iii) Tender fees:- **Rs.1,500/-**

Clause 6,6A Clause applicable – (6 or 6A) **6 Applicable**

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 **Yes**

Clause 10A (All apparatus as required for performance the mandatory test in house out on site (test as required by

CPWD Manual, specifications, IS code as per CVC guideline)

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

1..... 2 3 All equipment tools and plant as per CPWD Manual
4.....5 6.....

Clause 10B(ii) Whether Clause 10 B (ii) shall be applicable Yes/No : **YES**

Clause 10C Component of labour expressed as percent of value of work = **25%**

Clause 10CA Materials Covered Nearest Materials (other than Base price and its correspondence

covered Under this clause; cement, reinforcement bars and period of all the Materials covered

Structural steel and POL) for which All India under clause 10 CA*

Wholesale price Index to be followed:

1.....
2
3
4

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

* Base prices and its corresponding period of all the material covered under clause 10 CA is to be mentioned at the time of approval of NIT. In case of recall of tenders, the base price may be modified by adopting latest base price and its corresponding period.

Clause 10CC (Not applicable)

Clause 10 CC to be applicable in contracts with stipulated period
of completion exceeding the period shown in next column **18** months

Schedule of component of other Materials , Labour POL etc. for price escalation.

Component of civil (except materials covered
under clause 10CA) Xm
/ Electrical construction materials expressed %
as percent of total value of work.

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

Component of P.O.L.
expressed as percent of total value of work. Z%

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

Clause 11

Specifications to be followed
For execution of work.

CPWD Specification

Clause 12

Type of work *** _____

including ***To be filled by NIT approving Authority either Project and Original work or maintenance works
works of upgradation, aesthetic, special repair, addition/alteration in building.

The items related to road work like upgradation/improvement of footpath and central verge,
improvement of carriage way by patch repair or annual / periodical repairs of road surface and A/R & M/O
works pertaining to road shall be treated as maintenance work.

New road construction works and the strengthening of road surface shall be considered as original
works.

12.2 & 12.3 Deviation Limit beyond which clauses

12.2 & 12.3 shall apply for building work

Superstructure-30%

12.5 (i) Deviation Limit beyond which clauses

12.2 & 12.3 shall apply for foundation work.
(except items mentioned in earth work

Foundation-100%

Sub head in DSR and related items).

(ii) Deviation limit for item mentioned in earth

Work sub head of DSR and related items.

Clause 16 Competent Authority for

Deciding reduced rates.

Superintending Engineer

Clause 18

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

- | | | |
|--------|---------|---------|
| 1..... | 2 | 3 |
| 4..... | 5 | 6..... |
| 7..... | 8 | 9..... |

Clause 25

Constitution of Dispute Redressal Committee (DRC)

- | | | |
|----------|---|-------|
| Chairman | - | |
| Member | - | |
| Member | - | |

Clause 36 (i) Requirement of Technical Representative(s) and recovery Rate (As per CPWD Works Manual,2010)

Sl No	Minimum Qualification of Technical Representative	Discipline	Designation (principal Technical / 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	Civil	Principal Tech. representative	5	1	15000/-per month	Rupees Fifteen Thousand per month
2.							
3.							
4.							
5.							

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

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

Clause 42

- (i) (a) Schedule/statement for determining Theoretical quantity of cement & bitumen on The basis of Gujarat Schedule of Rates Gujarat Govt. printed by
- (II) (a) Variation permissible on theoretical quantities.
 - Cement
 - For works with estimated cost put To tender not more than Rs.5 lakhs. 3% plus/minus.
 - For works with estimated cost put to tender more than Rs. 5 lakhs. 2% plus/minus.
 - (b) Bitumen 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 material. Nil.

RECOVERY RATES FOR QUANTITIES BEYOND PERMISSIBLE VARIATION

Sr. No.	Description of Item.	Rates in figures and words at which recovery shall be made from the Contractor.	
		Excess beyond permissible variation	Less use beyond the permissible variation.
1.	Cement.		
2.	Steel reinforcement.		
3.	Structural Sections.		
4.	Bitumen issued free.		
5.	Bitumen issued at stipulated fixed price.		

Annexure to clause 34 (x)

Annexure to clause 34 (x) showing quantities of materials for areas of surfacing to be considered for working out minimum period for which hire charges of road roller are to be recovered.

Sr.No.	Material of surfacing	Quantity or areas
1.	Consolidation of earth subgrade	1860 Sq.m.
2.	Consolidation of stones soling 15 cm. to 22.5 cm thick	170 Cu.m.
3.	Consolidation of brick soling 10 cm. to 20 cm. thick.	230 Cu.m.
4.	Consolidation of wearing coat of stone ballast 7.5 cm to 11.5 cm thick.	30 Cu.m.
5.	Consolidation of wearing coat of brick ballast 10 cm. thick	60 Cu.m.
6.	Spreading and consolidation of red bajari 6mm.	1860 Sq.m.
7.	Painting one coat using stone aggregate 12.5 mm nominal size.	
(a)	@ 1.63m ³ per 100 m ² and paving bitumen A-90 or S-90 @ 2.25 Kg per M ²	
	Or	
(b)	@ 1.50 m ³ per 100 m ² and bitumen emulsion or Road tar @ 2.25 Kg per m ²	930. Sq.m.
8.	Painting two coats using –	
(a)	For first coat, stone aggregate 12.5 mm nominal size:	
(i)	@ 1.50m ³ per 100m ² with paving bitumen A-90 or S-90 @ 2 Kg per M ² .	
	Or	
(ii)	@ 1.35m ³ per 100m ² with bitumen emulsion @ 2 Kg per m ²	600 Sq.m.
	Or	
(iii)	@ 1.25 m ³ per 100m ² roadtar @ 2.25 Kg per m ² .	600 Sq.m.
(b)	For 2 nd Coat, stone aggregate 10mm nominal size 0.9 Cu.m. per 100 Sq.m. with-	
(i)	1 Kg of paving bitumen A-90 or S-90 or bitumen emulsion per Sq.m..	
	Or	
(i)	1.25 Kg. of road tar, per Sq.m.	600 Sq.m.

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9. Re-painting with stone aggregate 10 mm nominal size 0.9 Cu.m. per 100 Sq.m. with.
- (a) 1 Kg. of paving bitumen A-90 or S-90 per Sq.m.
- (b) 1.25 kg of Bitumen emulsion per Sq.m. 1670 Sq.m.
10. 2 cm premix carpet surfacing using 2.4 m³ of stone aggregate 10 mm nominal size per 100³ and binder including tack coat, the binder being hot cut back bitumen or Bitumen emulsion specified quantities. 930 Sq.m.
11. 2.5 cm. premix carpet surfacing using 3m³ of stone aggregate 10mm nominal size Per 100 m³ and binder including tack coat, the binder being hot cut back Bitumen or Bitumen emulsion in specified quantities. 930 Sq.m.
12. 4 cm thick bitumen concrete surfacing using stone aggregate 3.8 Cu.m. (60% 20 mm Nominal size and 40% 12.5mm nominal size) per 100 m² and coarse sand 1.9 Cu.m. Per 100 m² and hot cut back bitumen over a tack coat of hot cut back bitumen. 460 Sq.m.
13. 5 cm thick bitumen concrete surfacing using stone aggregate 4.8 Cu.m. (60% 25mm Nominal size and 40% 20mm nominal size) per 100 m² and coarse sand 2.4 Cu.m. per 100 Sq.m. and hot cut back bitumen over a tack coat of hot cut back bitumen. 370 Sq.m.
14. 6cm thick bitumen concrete surfacing using stone aggregate 5.8 Cu.m. (60% 40mm. Nominal size and 40% 25mm nominal size) per 100 sq.m. and coarse sand 2.9 Cu.m. Per 100 Sq.m. and cut back bitumen over a tack coat of hot cut back bitumen. 280 Sq.m.
15. 7.5 cm thick bitumen concrete surfacing using stone aggregate 7.3 Cu.m. (60% 50mm Nominal size and 40% 40mm nominal size) per 100 Sq.m. and coarse sand 3.65 Cu.m. Per 100 Sq.m. and hot cut back bitumen over a tack coat of hot cut back bitumen. 230 Sq.m.
16. 2.5 cm bitumastic sheet using stone aggregate 1.65 Cu.m. (60% 12.5 mm nominal Size, 40% 10mm nominal size) per 100 Sq.m. and coarse sand 1.65 Cu.m. per 100 Sq.m. and hot cut back bitumen over a tack coat of hot cut back bitumen. 750 Sq.m.

17. 4cm bitumastic sheet, using stone aggregate 2.6 Cu.m. (60% 12.5mm nominal size 40% 10mm nominal size) per 100 Sq.m. coarse sand 2.5 Cu.m. per 100 Sq.m. and Hot cut back bitumen over a tack coat of hot bitumen. 560 Sq.m.
18. Laying full grouted surface suing stone aggregate 40 mm nominal size 6.10 Cu.m. per 100 Sq.m. with binder, binding with 20mm to 12.5 mm nominal size stone grit. 1.83 Cu.m. Per 100 Sq.m. and seal coat of binder and stone grit 10mm nominal size, 1.07 Cu.m. per 100 Sq.m. the binder being hot bitumen or tar as specified. 460 Sq.m.
19. Laying full grouted surface suing stone aggregate 50 mm nominal size 9.14 Cu.m. per 100 Sq.m. grouting with binder, with stone grit 20 mm to 12.5 mm nominal size, 1.83 Cu.m. per 100 Sq.m. and seal coat of binder and stone grit 10mm nominal size, 1.07 Cu.m./100Sq.m. The binder being hot bitumen or tar. 370 Sq.m.
20. 4cm. thick premix macadam surfacing using stone aggregate 25mm nominal size 4.57 Cu.m. per 100 Sq.m. and hot bitumen binding with stone aggregate 12.5 mm nominal Size 1.52 Cu.m. per 100 Sq.m. and seal coat of hot bitumen and stone aggregate 10mm Nominal size, 1.07 Cu.m. per 100 Sq.m. 560 Sq.m.
21. 5cm thick premix macadam surfacing with stone aggregate 25mm nominal size, 6 10 Cu.m. per 100 Sq.m. and hot bitumen binding with stone aggregate 12.5 mm nominal Size 1.52 Cu.m. per 100 Sq.m. and seal coat of hot bitumen and stone aggregate 10mm nominal size 1.07 Cu.m. per 100 Sq.m. 460 Sq.m.

AMENDMENT IN GCC 2014

AMENDMENT NO.01 TO BE ATTACHED WITH

General Condition of Contract for Central PWD Works 2014

No.DG/CON/282 Issued from file No.CSQ/CM/C/16(1)/2012

Subject : Modification in the 5th Paragraph of Clause – 25 of GCC 2014

The Following 5th Paragraph of Clause-25 at page 50 of GCC-2014 is modified as under :

Existing Provisions	Modified Provisions
<p>Clause 25(ii) 5th Paragraph</p> <p>The arbitration shall be conducted in accordance with the provisions of the arbitration and conciliation act, 1996 (26 of 1996) or any statutory modifications or re-enactment thereof and the rules made hereunder and for the time being in force shall apply to the arbitration proceeding under this cause.</p>	<p>Clause 25(ii) 5th Paragraph</p> <p>The arbitration shall be conducted in accordance with the provisions of the arbitration and conciliation act, 1996 (26 of 1996)/The Jammu & Kashmir Arbitration and Conciliation Act, 1997(35 of 1997) (as the case may be) or any statutory modifications or re-enactment thereof and the rules made hereunder and for the time being in force shall apply to the arbitration proceeding under this cause.</p>

NOTE :

In case of different or ambiguity in Hindi and English version, the English version will prevail.

AMENDMENT IN GCC 2014

AMENDMENT NO.02 TO BE ATTACHED WITH

General Condition of Contract for Central PWD Works 2014

No.DG/CON/283 Issued from file No.CSQ/CM/C/16(1)/2012

Subject : Amendment in Genral Condition of Contract (GCC) 2014 Payment of wages to the labour by Contractor

Following provision of CPWD Contractors Labour Regulations at page 78 of GCC-2014 are amended :

Existing Provisions	Modified Provisions
<p align="center">CPWD Contractor’s Labour Regulations</p> <p>5. Payment of Wages</p> <p>vi) Wages due every worker shall be paid to him direct or to other person authorized by him in this behalf.</p> <p>vii) All wages shall be paid in current coin or currency or in both.</p> <p>x) It shall be the duty of the contractor to ensure the disbursement of wages in the presence of the Junior Engineer or any other authorized representative of the engineer-in-charge who will required to be present at the place and time of disbursement wages by the contractor to workmen.</p> <p>xi) The Contractor shall obtain from the Junior engineer or any other authorized 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 “Wages-cum-Muster Roll” as the case may be in the following from.</p> <p>“Certified that the amount shown in column No..... has been paid to the workman concerned in my presence on at</p>	<p align="center">CPWD Contractor’s Labour Regulations</p> <p>5. Payment of Wages</p> <p>vi) Wages due every worker shall be paid to him direct by contractot through Bank or ECS or online transfer to his bank account..</p> <p>vii) All wages shall be paid through Bank or ECS or online transfer.</p> <p>x) It shall be the duty of the contractor to ensure the disbursement of wages through bank account of labour.</p> <p>xi) The Contractor shall obtain from the Junior engineer or any other authorized 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 “Wages-cum-Muster Roll” as the case may be in the following from.</p> <p>“Certified that the amount shown in column No..... has been paid to the workman through bank account of labour. on at</p>

The field units may also pursue with contractors of the existing contract to make payment to the labour by contractor through Bank or ECS or online transfer also.

AMENDMENT IN GCC 2014

**AMENDMENT NO.03 TO BE ATTACHED WITH
General Condition of Contract for Central PWD Works 2014
No.DG/CON/285 Issued from file No.CSQ/CM/37(10)/2012
Subject : Amendment in General Condition of Contract (GCC) 2014
Following provision of GCC-2014 are amended :**

Sr. No.	Existing Provisions	Modified Provisions
1.	<p>CPWD – 6 for e-tendering :-</p> <p>11. The Contractor, whose tender is accepted, will be required to furnish performance guarantee of 5% (Five Percent) of the bid amount within the period specified in Schedule F. This guarantee shall be in the form of cash (in case guarantee amount is less than Rs. 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 of 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 alongwith bid shall be returned after receiving the aforesaid performance guarantee.</p>	<p>CPWD – 6 for e-tendering :-</p> <p>11. The Contractor, whose tender is accepted, will be required to furnish performance guarantee of 5% (Five Percent) of the bid amount within the period specified in Schedule F. This guarantee shall be in the form of cash (in case guarantee amount is less than Rs. 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 of 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 alongwith bid shall be returned after receiving the aforesaid performance guarantee.</p> <p>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 and Programme Chart (Time and Progress) within the period specified in Schedule F.</p>
2.	<p>Clause 5.1</p> <p>As soon as possible after the contract is concluded, the contractor shall submit a time and progress chart for each mile stone and get it approved by the department. The Chart shall be prepared in direct relation to the time stated in the</p>	<p>Clause 5.1</p> <p>The Contractor shall submit a Programme Chart (Time and Progress) for each mile stone alongwith Performance Guarantee and get it approved by the department. The Chart shall be prepared in direct relation to the time stated in the contract documents for completion of items</p>

AMENDMENT IN GCC 2014

	<p>contract documents for completion of items of the work. It shall indicate the forecast of the dates of commencement and completion of various trades of sections of the work and may be amended as necessary by agreement between the Engineer in charge and the contractor within the limitations of time imposed in the contract documents, and further to ensure good progresses during the execution of the work, the contractor shall in all cases in which the time allowed for any work, excess one month (save for special jobs for which a separate programme has been agreed upon) complete the work as per mile stones given in Schedule "F".</p>	<p>of the work. It shall indicate the forecast of the dates of commencement and completion of various trades of sections of the work and may be amended as necessary by agreement between the Engineer in charge and the contractor within the limitations of time imposed in the contract documents, and further to ensure good progresses during the execution of the work, the contractor shall in all cases in which the time allowed for any work, excess one month (save for special jobs for which a separate programme has been agreed upon) complete the work as per mile stones given in Schedule "F".</p>
3	<p>Clause 7A</p> <p>No Provision</p>	<p>Clause 7A</p> <p>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.</p>
4	<p>Clause 19</p> <p>The contractor shall obtain a valid license 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>Clause 19</p> <p>The contractor shall obtain a valid license 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 Workman (Regulation of Employment and Conditions of Service) Act, 1979.</p>
5	<p>Schedule F</p> <p>Clause 1</p> <p>(i) Time allowed for submission of Performance Guarantee form the date of issue of letter of acceptancedays</p>	<p>Schedule F</p> <p>Clause 1</p> <p>(i) Time allowed for submission of Performance Guarantee, Programme Chart (time and Progress) and applicable labour license, registration with EPFO, ESIC and BOCW Welfare Board or proof of applying thereof form the date of issue of letter of acceptance.days</p>
6	<p>Schedule F</p> <p>Clause 7A</p> <p>No Provision</p>	<p>Schedule F</p> <p>Clause 7A</p> <p>Whether Clause 7A shall be applicable Yes/No</p>

AMENDMENT IN GCC 2014

Date of Issue 30.06.15

**AMENDMENT NO.04 TO BE ATTACHED WITH
General Condition of Contract for Central PWD Works 2014
No.DG/CON/286 Issued from file No.CSQ/CM/6(7)/2012
Subject : Amendment in General Condition of Contract (GCC) 2014
Following provision of GCC-2014 are amended :**

Sr. No.	Existing Provisions	Modified Provisions
1.	<p><u>General Rules & Directions</u> 15. Sales Tax / VAT (except service tax), purchase tax, turn over tax or any other tax applicable in respect of this contract shall be payable by the Contractor and Government will not entertain any claim whatsoever in respect of the same. However, in respect of service tax, same shall be paid by the contractor to the concerned department on demand and it will be reimbursed to him by the Engineer – In Charge after satisfying that it has been actually and genuinely paid by the contractor.</p>	<p><u>General Rules & Directions</u> 15. Sales Tax / VAT (except service tax), purchase tax, turn over tax or any other tax applicable in respect of this contract shall be payable by the Contractor and Government will not entertain any claim whatsoever in respect of the same. However, in respect of service tax, same shall be paid by the contractor to the concerned department on demand and it will be reimbursed to him by the Engineer – In Charge after satisfying that it has been actually and genuinely paid by the contractor. The applicable and eligible service Tax 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>
2.	<p>Clause 19 L The ESI and EPF contribution on the part of employer in respect of this contract shall be paid by the contractor. These contribution on the part of the employer paid by the contractor shall be reimbursed by the Engineer – in – Charge to the contractor on actual basis.</p>	<p>Clause 19 L The ESI and EPF contribution on the part of employer in respect of this contract shall be paid by the contractor. These contribution on the part of the employer paid by the contractor shall be reimbursed by the Engineer – in – Charge to the contractor on actual basis. The applicable and eligible amount of EPF & ESI shall be reimbursed preferably within 7 days but not later than 30 days of submission of documentary proof of payment provided same are in order.</p>

AMENDMENT IN GCC 2014

Date of Issue 24.08.15

**AMENDMENT NO.05 TO BE ATTACHED WITH
General Condition of Contract for Central PWD Works 2014
No.DG/CON/287 Issued from file No.CSQ/CM/16(1)/2013
Subject : Amendment in General Condition of Contract (GCC) 2014
The Following provision of GCC-2014 are amended :**

Existing Provisions	Modified Provisions
<p>CPWD-6 for E-Tendering</p> <p>10. The bid submitted shall become invalid and cost of bid & e-tender processing fee shall not be refunded if :-</p> <ul style="list-style-type: none"> i. The bidder is found ineligible. ii. The bidder does not upload all the documents (including Service Tax registration/VAT Registration/Sales Tax Registration) as stipulated in the bid documents. iii. If any discrepancy is noticed between the documents as uploaded at the time of submission of bid and hard copies as submitted physically in the office of tender opening authority. iv. The lowest bidder does not deposit physical EMD within a week of opening of bid. 	<p>CPWD-6 for E-Tendering</p> <p>10. The bid submitted shall become invalid and cost of bid & e-tender processing fee shall not be refunded if :-</p> <ul style="list-style-type: none"> i. The bidder is found ineligible. ii. The bidder does not upload all the documents (including Service Tax registration/VAT Registration/Sales Tax Registration) as stipulated in the bid documents. iii. If any discrepancy is noticed between the documents as uploaded at the time of submission of bid and hard copies as submitted physically in the office of tender opening authority. iv. The lowest bidder does not deposit physical EMD within a week of opening of bid. v. If a tenderer quotes nil rates against each item in item rate tender or does not quote any percentage above/below on the total amount of the tender or any section / sub head in percentage rate tender, the tender shall be treated as invalid and will not be considered as lowest tenderer.
<p>General Rules & Direction of GCC 2014 :</p> <p>10. In the case of item rate Tenders, only rates correct and not the account. IN event no rate has been quoted for any item(s), leaving space both in figure(s), words(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) and rate for such item(s) will be considered as zero and work will be required to be executed accordingly.</p>	<p>General Rules & Direction of GCC 2014 :</p> <p>10. In the case of item rate Tenders, only rates correct and not the account. IN event no rate has been quoted for any item(s), leaving space both in figure(s), words(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) and rate for such item(s) will be considered as zero and work will be required to be executed accordingly. 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.</p>



Date of issue 19.10.15

**AMENDMENT NO. 6 TO BE ATTACHED WITH
General Conditions of Contract for Central P.W.D. Works 2014
No. DG/CON/289 Issued from file No. CSQ/CM/M/16(1)/2013**

Subject : Amendment in 2A of General Conditions of Contract (GCC)-2014

The following provision of General Condition of Contract 2014 is modified as under and shall be applicable for the NITs issued after issue of this OM:-

Existing provisions	Modified provisions
<p>Clause 2A Incentive for early completion In case, the contractor completes the work ahead of updated stipulated date of completion considering the effect of extra work (to be calculated on pro-rata basis as cost of extra work X stipulated period/tendered cost), a bonus @ 1% (one per cent) of the tendered value per month computed on per day basis, shall be payable to the contractor,</p> <p>subject to a maximum limit of 5% (five per cent) of the tendered value. The amount of bonus, if payable, shall be paid along with final bill after completion of work. Provided always that provision of the Clause 2A shall be applicable only when so provided in 'Schedule F'.</p>	<p>Clause 2A Incentive for early completion In case, the contractor completes the work ahead of updated stipulated date of completion considering the effect of extra work (to be calculated on pro-rata basis as cost of extra work X stipulated period/tendered cost) but excluding any hindrance whatsoever on the part of either party, a bonus shall be payable to the contractor by the following formula:-</p> $B = \frac{T_v}{5 \times T_s} \times \left\{ [T_s + \frac{(F_v - T_v) \times T_s}{T_v}] - T_a \right\}$ <p>Where B = Bonus payable to the contractor in Rs subject to a maximum of 5 percent of the tendered value T_v = Tendered Value of the work in Rs T_s = Time allowed for execution of work as mentioned in schedule F in number of days. T_a = Actual time taken to complete the entire work including deviations/variations in the work and inclusive of all hindrances (for any reason whatsoever) in number of days F_v = Value of gross work done as per final bill in Rs subject to a maximum limit of 5% (five per cent) of the tendered value. The amount of bonus, if payable, shall be paid along with final bill after completion of work. Provided always that provision of the Clause 2A shall be applicable only when so provided in 'Schedule F'.</p>



AMENDMENT NO. 7 TO BE ATTACHED WITH
General Conditions of Contract for Central P.W.D. Works 2014
No. DG/CON/290 Issued from file No. CSQ/CM/17(1)/GCC

Subject : Modification in General Rules & Directions (Page 5) of GCC-2014

The following provision of GCC-2014 are modified as under:-

S. No.	Existing Provision	Modified Provision
1.	General Rules & Directions (Page 5) 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.	General Rules & Directions(Page 5) 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 1932.

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GOVERNMENT OF INDIA
CENTRAL PUBLIC WORKS DEPARTMENT
NOTICE INVITING TENDER

Item rate/percentage rate tenders are invited on behalf of the President of India from approved and eligible contractors of CPWD and those of appropriate list of M.E.S. , BSNL, Railways and ----- state P.W.D. (B & R) or state Govt's Department**(Strike out as the case may be)** dealing with building and roads, if there is no state PWD (B & R) for the work "RFP for Selection of Event Management Agency on QCBS for Providing Shamiyana and ancillary items for Public Meeting of approximate 1 lakh gathering at Daman." The enlistment of the contractors should be valid on the last date of sale of tenders.

In case only the last date of sale of tender is extended, the enlistment of contractor should be valid on the original date of sale of tenders.

In case both the last date of receipt of application and sale of tenders are extended, the enlistment of contractor should be valid on either of the two dates i.e. original date of sale of tender or on the extended date of sale of tenders.

1.1 The work is estimated to cost **Rs.3,23,09,194/-** This estimate, however, is given merely as a rough guide.

1.1.1 The authority competent to approve NIT for the combined cost and belonging to the major discipline will consolidate NITs for calling the tenders. He will also nominate division which will deal with all matters relating to the invitation of tenders.

For composite tender, besides indicating the combined estimated cost put to tender, should clearly indicate the estimated cost of each component separately. The eligibility of tenderer will correspond to the combined estimated cost of different components put to tender.

1.2 Tenders will be issued to eligible contractors provided they produce definite proof from the appropriate authority, which shall be to the satisfaction of the competent authority, of having satisfactorily completed similar works of magnitude specified below :-

1.2.1 Conditions for Non-CPWD contractors only, if tenders are also open to non-CPWD contractors. For works estimated to cost up to Rs. 15 Crore.

Three similar works each of value not less than 40% of estimated cost or two similar work each of value not less than 60% of estimated cost or one similar work of value not less than 80% of estimated cost (rounded to nearest Rs. 10 lac) in last 7 years ending last day of the month previous to the one in which the tenders are invited

Note :- For works consisting above Rs. 3 crore but up to Rs. 15 crore, when tenders are open to non-CPWD contractors also, then class II contractors of CPWD shall also be eligible if they satisfy the eligibility criteria specified in 1.2.1 above.

1.2.2 Criteria of eligibility for CPWD as well as non-CPWD contractors.

1.2.3 For works estimated to cost above Rs. 15 crore.

Three similar works each of value not less than 40% of estimated cost or two similar work each of value not less than 60% of estimated cost or one similar work of value not less than 80% of estimated cost (rounded to nearest Rs. 10 lac) in last 7 years ending last day of the month previous to the one in which the tenders are invited.

The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum. Calculated from the date of completion to the last date of receipt of applications for tender.

2. Agreement shall be drawn with the successful tenderer on prescribed Form No. C.P.W.D. 7/8 which is available as a Govt. Of India Publication. Tenderer shall quote his rates as per various terms and conditions of the said form which will form part of the agreement.
3. The time allowed for carrying out the work will be **10 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 tender documents.
4. The site for the work is available. YES.

OR

The Site for the work shall be made available in parts as specified below :-

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5. Tender documents shall be downloaded upto **13/10/2017 (upto 14:00 hrs)**.

Tender documents consisting of plans, specifications, the schedule of quantities of the various classes of work to be done and the set of terms & conditions of contract to be complied with by the contractor whose tender may be accepted and other necessary documents can be seen in the **Office of the Executive Engineer, PWD, W.D.-I, Daman** between hours of 11.00 A.M. & 04.00 P.M. till **13/10/2017 everyday except on Sundays and Public Holidays** and on web site www.nprocure.com or www.daman.nprocure.com.

6. (i) Tenders shall be accompanied with Earnest money of **Rs.6,46,184/-** in the form of Deposit at call receipt of a scheduled bank/fixed deposit receipt of a scheduled bank issued in favour of **Executive Engineer, PWD, W.D.-I, Daman** 50% of earnest money or Rs.20 lakh, whichever is less, will have to be deposited in the shape prescribed above and balance amount of earnest money can be accepted in the form of Bank guarantee issued by a scheduled bank having validity for 6 months or more from the date of receipt of tenders.

(ii) The Earnest Money, Tender Fees and Other supporting documents shall be placed in sealed envelope. In cases where earnest money in cash is acceptable, the same shall be deposited with the Cashier of the Division and the receipt placed in the envelope meant for earnest money. The envelope shall be submitted in sealed envelope with the name of work and due date of opening written on envelope, which will be received by the **Executive Engineer, PWD, W.D.-I, Daman** Upto **15:00 hrs** on **13/10/2017** and will be opened by him or his authorized representative in his office on **13/10/2017** at **16:00** hrs. The envelope marked "Tender" of only those tenderers shall be opened, whose earnest money, placed in the envelope, is found to be in order.

7. 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 of 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.

8. The description of the work is as follows :

Copies of other drawings and documents pertaining to the works will be open for inspection by the tenderers at the office of the above mentioned officer.

Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders 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 tender. A tenderers shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. The tenderer shall be responsible for arranging and maintaining at his own cost all material, tools & plants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a tender by a tenderer implies that he was read this notice and all other contract document and has made himself aware of the scope and specifications of the work to be done and of conditions and rate at which stores, tools and plant, etc. will be issued to him by the Government and local conditions and other factors having a bearing on the execution of the work.

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

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

11. The competent authority on behalf of President of India reserves to himself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rate quoted.

12. The contractor shall not be permitted to tender for works in the CPWD Circle (Division in case of contractors of Horticulture/Nursery category) responsible for award and execution of contracts, in which his near relative is posted as Division Accountant or as an officer in any capacity between the grades of 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 office in the Central Public Works Department 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.

13. No Engineer of gazetted rank or other Gazetted officer employed in Engineering or Administrative duties in an Engineering Department of the Government of India is allowed to work as a contractor for a period of one year after his retirement from Government service, without the previous permission of the Government of India in writing. This Contract is liable to be cancelled if either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of the Government of India as aforesaid before submission of the tender or engagement in the contractor's service.

14. The tender for the works shall remain open for acceptance for a period of ninety (90) days from the date of opening of tenders/Ninety days from the date of opening of financial bid in case tenders are invited on 2/3 envelope system (**strike out as the case may be**) if any tenderer withdraws his tender before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the tender which are not acceptable to the department, then the Government shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid. Further the tenderer shall not be allowed to participate in the re-tendering process of the work.

15. This Notice Inviting Tender shall form a part of the contract document. 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:
 - (a) The notice inviting tender, all the documents including additional conditions specifications and drawings, if any, forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.

 - (b) Standard C.P.W.D. Form 8

S P E C I A L C O N D I T I O N S

1. The Prospective Contractor shall have to furnish an undertaking in the prescribed formats, copy enclosed herewith, to the Executive Engineer, along with the tender itself.
2. The Department shall not be bound to furnish any more drawings, etc. other than enclosed herein, to the Contractor during the course of execution, but, the Contractor, if he needs any more details, instructions, clarification etc. other than furnished herein, it shall be obligatory at the part of the Contractor to demand, the same from the Engineer-in-charge, at least, one month in advance, the time of its actual utility and the same shall be clarified, explained, instructed to the contractor in person at the site of the work itself, And, no claims, dispute, of any kind, shall be entertained in this regard.
3. It shall be obligatory at the part of the contractor to sign the daily work progress register, site order book, and any other register which the department may like to keep and operate for the purpose of recording the day to day work activities of the contractor, at the site of work. In case of dispute, in the entries recorded by the filled staff in such registers,, the determination and decision of the Executive Engineer shall be final and binding on the contractor and the same shall be beyond the scope of the Arbitration clause No.25.
4. The assessment/evaluation of the Engineer-in-charge, regarding, quality, quantity, workmanship, progress of work-done, building materials brought on the site of work for execution of the work, shall be final & and binding on the Contractor the same shall be beyond the scope of the Arbitration clause No.25.
5. All the concreting, work shall be compacted and consolidated by means of an vibrator of appropriate size and shape, to be provide, operated through a skilled operator of the contractor.
6. It shall be obligatory at the part of contractor to intimate, at least a week in advance, to the Engineer-in-charge about execution of item of hidden measurements stacking of building materials at the site of works, for enabling him to inspect and exercise the test check of the same, before covering, spreading the same.
7. It shall be obligatory at the part of the prospective tenders to attend the Pre-Tender conference without fail, to get clear, the confusion, doubts, regarding the description, units quantity etc. of the schedule items under schedule 'A' of tender document and also, get clarified the doubts, discrepancy in drawings & the schedules if there is any, in the minds of the prospective tenders, before submitting their tenders otherwise, the tenders of defaulting Tenders may be summarily rejected and set a side.
8. It will be obligatory at the part of the contractor to screen and wash the sand, if it is stipulated for use in construction work by way of sand screening and washing machine, which will be provided by the Department on Higher basis, if the contractor is not in a position to manage him self.

9 (i) Press notification is to be attached. (ii) In CPWD Form 6, date of opening is to be mentioned wherever required. The enclosed Tender documents are approved subject to the following conditions:-

- 1) Preparing the work programme in the form of bar-chart soon after the issue of work order and prior to signing of the agreement in consultation with the contractor and furnish the same along with copy of Tendered Agreement to the contractor and the E.E. shall ensure and ascertain that this work programme is strictly be adhered and followed by the department as well as by the contractor.
- 2) For obtaining the letter from the contractor stating that (i) He has taken over the site and there is no encumbrance and hurdles on the site of the work for commencing and completing the execution of work within the stipulated time limit. (ii) The contractor has received the certified true copy of the Tendered. Agreement along with the required designs and drawings, clarification and explanation and he has understood the nature, scope and extent of the work properly and he does not require any more details or drawings from the department to commence and complete the work within the stipulated time limit.
- 3) Maintaining and operating the prescribed registers and records/ documents at the site of work during the course of the work as per the instructions contained in the CPWD works Manual and he shall ensure and ascertain that full proof records of the contractors performances, quality wise, quantity wise and time schedule wise are regularly maintained and operated and the same are countersigned by the contractors under his own signature so that the actual performance of the contractor can be proved and established through these records in the event of the contractor giving for the Arbitration/course of litigation, on account of any dispute, allegation, blames, claims against the department which may be put forth by the contractor subsequently.
- 4) Reasonability & Justification of the tender should be prepared as per CPWD works Manual Section 19.4.3 & 19.4.3.1 and AOR is also to be attached alongwith the tender at the time of submission for acceptance.
- 5) The work should be carried out as per guideline issued by CPWD, MHA, MOSRT & H, G.O.I. Ministry of Finance & General Finance Rules.

SPECIAL CONDITION:-

All the agencies are hereby directed to scan their tender fees and E.M.D. and Technical document online only. It is mandatory to submit tender fee and EMD online failing which the price bid of that agency will not be opened online.

Physical submission of such scanned documents shall reach to office of the Executive Engineer within 3 (three) working days after closing of online bidding. The agency should confirm and certified that the document scanned online (i.e. Tender fees and EMD) are also physically submitted in the sealed cover. If physical document is not found in sealed cover then necessary action will be initiated against the concerned agencies for debarring him/her for the period of one years in the U.T. of Daman Diu and Dadra and Nagar Haveli.

Sign of the Contractor.

**Executive Engineer,
P.W.D.W.D,- I., Daman.**

ADDITIONAL CONDITION FOR CESS DEDUCTION AT SOURCE AT THE RATE OF 1% OF THE TOTAL COST OF CONSTRUCTION WORK UNDER THE BUILDING AND OTHER CONSTRUCTION WORKER'S WELFARE CESS ACT, 1996.

Under section 3 (2) of the Buildings and Other Construction Worker's Welfare Cess, Act,1996. there will be deduction at source for cess at the rate of 1% of total cost of construction work involved from each R.A. Bill of the work done by the Contractor being an employer and the same shall be transferred to the "Daman & Diu Building and Other Construction Workers welfare Fund" of the Board constituted by UT Administration of Daman & Diu by notification as per section 3 (3) of the Building and Other Construction Workers Welfare Cess Act, 1996.

Signature of the Contractor

Executive Engineer,
P.W.D., W.D.-I., Daman.

ADDITIONAL CONDITION FOR UT, G.S.T. DEDUCTION AT SOURCE

There will be deduction at source for UT, GST at the total payment from each R.A. Bill of the work done by the Contractor, as prescribed under the rules of GST, Govt. of India.

Signature of the Contractor

Executive Engineer,
P.W.D., W.D.-I., Daman.

UNDERTAKING

I, have

(NAME OF CONTRACTOR)

Inspected the site of work, location, etc. at which this work is required to be executed and I, have clearly, without any doubt and confusion, understood the nature scope and extent of the work, with reference to Schedule "A" drawing and terms and condition furnished with the N.I.T. document and thereafter, I have worked out my tendered rates for cash item, independently, so as to execute this work completely, in all respect, without any further requirement / demand of any kind the P.W.D., and then submitted my tenders for the work of "RFP for Selection of Event Management Agency on QCBS for Providing Shamiyana and ancillary items for Public Meeting of approximate 1 lakh gathering at Daman." at the tendered cost of Rs. which works out to% Above / Below the estimate Cost put to Tender. And as such, I hereby give an undertaking that I have the capacity to execute, at my tendered rates, this work completely, in all respect, as per the prescribed specification and upto the satisfaction of the Engineer-in-charge, within the stipulated time limit and as per the direction, and work programme of the Engineer-in-charge and I shall not suspend / abandon, this work, for any reason, and also, shall not create any dispute, claim or confrontation of any kind with the Department, for completion of this work at my tendered amount only.

SIGNATURE OF THE CONTRACTOR

DATED :

PLACE :

To,
The Executive Engineer,
P.W.D., Work Division No.-I,
Moti Daman.

ADDITIONAL CONDITION

The contractor shall have to carryout all Mandatory test as per frequency mentioned in CPWD Specification revised from time to time and as per schedule given below. Testing charges & materials for testing etc. are applicable as per condition of contract & clauses of work manual.

LIST OF MANDATORY TESTS

Material	Clause	Test	Field Laboratory test	Test Procedure	Minimum qty-of material for carrying out the test	Frequency of testing
1	2	3	4	5	6	7
Lime	3.1.3	Chemical & Physical Properties of Lime	Laboratory	IS:6932 (Part 1 to X) 1973	5 M.T.	10 M.T. or part there of as decided by the Engineer in-charge.
Sand	3.1.4.5	Bulking of Sand	Field	Appendix E of chapter 3	20 cum.	Every 20 cum. or part there of as decided by the Engineer in-charge.
	3.1.4.2	Silt Content	Field	Appendix D of chapter 3	20 cum	-----do-----
	3.1.4.4 a,b,c,d.& e,	Particle size distribution	Field of Laboratory as decided by the Engineer in-charge.	Appendix C of chapter 3	40 cum.	(1) Every 40 cum. of fine aggregate/sand required in R.C.C. work only. (2) Every 80 cum. of fine aggregate/sand required for other items.
Stone aggregate	4.1.2.2	(a) Percentage of soft or deleterious materials.	General visual inspection Laboratory test where required by the Engineer-in-charge or as Specified	IS 2386 Pt. II	As required by Engineer-in-charge.	For all quantities
	4.1.2.3	(b) Particle size distribution	Field of Laboratory as required by Engineer-in-charge	Appendix A of chapter 4	45 cum.	For every 45 cum. or part there of as decided by the Engineer in-charge.
	4.1.2.5	Ten per cent Fine value	Laboratory	Appendix C of chapter 4	45 cum.	Initial test and subsequent test as when required by Engineer in-charge.

1	2	3	4	5	6	7
Cement concrete or rein forced cement concrete (not leaner than 1:3:6)	4.2.3	Slump Test	Field	Appendix D of chapter 4	15 cum.	15 cum or part there of or more frequently as required by Engineer in-charge.
Water for construction purpose	5.1.1.	(a) Chemical & physical properties.	Lab.	IS: 8025-1990 (Previously IS:8025-1964)	Water from each source	Before commencement of work and there after every three months till completion of work.
	5.4.1	(b) Slump Test	Field	Appendix D of Chapter 04 concrete		Once in a day
Reinforced Cement Concrete	5.4.9	(c) Cube Test	Lab.	Appendix A of chapter 5	(a) 20 cum in slab, beams & connected columns. (b) 5 cum in Columns.	(a) Every 20 cum of a day's Concreting (b) Every 5 cum.
Note: for all other small items and where RCC done in a day is less than 5 cum, test may be carried out as required by Engineer-in-charge.						
	5.4.10.5 (A)	(d) Hammer Test	Field	Appendix B of chapter 5		
Bricks/Brick Tiles	6.1.3 to 6.1.3.6	Testing of Bricks/Brick Tiles for dimension compressive strength, water absorption and efflorescence	Laboratory	Appendix A,B,C, & D of chapter 6	As per Table 3 and 4	
Marble	8.3 (Table 3)	(a) Moisture absorption(b) Mhos. scale hardness test.	Laboratory	IS : 1124	50 Sq.m.	50 Sq.m. Part there of
Timber	9.1.6	Moisture	Field (by moisture meter) Laboratory Test as required by Engineer in-charge.	Appendix C	1 cum.	Every one cum or part there of.

1	2	3	4	5	6	7
Flush Door	9.7.10	End immersion Test Knife test Adhesion Test	Laboratory	IS : 2202 (part 1) : 1991 IS 2202 (Part 2) : 1983 Appendix "F"	26 Shutter	As per sampling and testing specified in clause 9.7.140
Alluminium door of window fitting		Thickness of anodic coating	Laboratory	IS 5523-1969	If the cost of fitting exceed Rs.20,000/-	Rs.20,000/- or part there of as required by Engineer-in-charge.
Mortice Lock.	9.21.14	Testing of Spring	Laboratory	IS : 2209-1976 appendix G	50 Nos.	100 or part there of
Steel if arranged by the contractor	10.11	(a) Tensile Strength (b) Bend test	Laboratory	IS : 1599-1985	20 Tonne	Every 20 tonne or part there of
Terrazzo tiles	11.11.1. 11.12.1	1. Transverse strength 2. Water absorption 3. Abrasion test	IS: 1237 Laboratory	IS: 1237	5000 Nos. (no testing need be done if total number of tiles of all types from all sizes from all manufactures used in a work is less than 5000 Nos.)	One test for every 10,000 Nos. or part there of for each type and size from a single manufacture.(one test to be done even if the number of terrazzo tiles of any type and size from a single manufactures is less than 50,000 Nos. provided the total number of terrazzo tiles of all types and sizes from all manufactures used in a work exceed 5000 Nos.
White Glazed likes (for floor & wall	11.15.1 11.16.1	1. Water absorption 2. Crazing test. 3. Impact strength Laboratory test. 4. Chemical resistant test.		IS : 777-1988	3000 Nos.	3000 Nos. or part there for.

Signature of Contractor.

Executive Engineer

PWD, WD-I, Daman.

ROAD WORK

LIST OF MANDATORY TESTS

Material/work	Clause	Test	Field/laboratory	Test Procedure	Minimum quantity/ Value	Frequency of Testing	
1	2	3	4	5	6	7	
Coarse Aggregate	17.1.1	1. Los Angeles 2. Abrasion Value or Aggregate Impact Value 3. Flakiness Index	Laboratory	IS 2386 (Part IV) IS 2386(Part V) IS 5640 IS 2386(Part I)	---	Per 200m ³	
	17.1.1 Table 17.2	Grading requirement	Field	IS 2386(Part I)	Nil	Per 100m ³	
Fine Aggregate	17.1.2	Deleterious materials.	Laboratory	IS 2386(Part III)	Nil	As required by the Engineering -charge	
Bitumen	17.1.5	As prescribed in IS 73	Laboratory	As prescribed in IS 73	Nil	As required by the Engineering -charge	
Embankment under (O.M.C. Conditions)	17.4.1	1. 1. Moisture content	Laboratory	IS 2720(Part II)	Nil	250 m ³	
	17.5.5	2. Density	Field				
		3. 3.Control test on borrow pits.	Laboratory	IS 2720(Part XXVIII)			
		(a) Gradation	Laboratory	IS 2720 (Part IV)	Nil	One to Two tests per 8000m ³	
		(b) Plasticity	Laboratory	IS 2720 (Part V)	Nil	---do---	
		© Proctor Test	Laboratory	IS 2720 (Part VIII)	Nil	---do---	
(d) Deleterious contents.	Laboratory			Nil	As required by the Engineer in -charge		
(e) Moisture contents.	Laboratory		IS 2720 (Part II)	Nil	250m ³		
Bitumen Macadam	17.9.9	1. Binder 2. Aggregate	Field	IS 73	Nil	As required by the Engineer in -charge	

			---do---	IS 2386(Part I)	---do---	individual constituents and mixed aggregate from dryer for each 100 tonnes of mix subject to minimum of two sets per plant per day. Three marshall specimen per 100 tonnes of mix subject to a minimum
		8. Stability of Mix				
		9. Binder content	---do---	ASTM D 1559	---do---	of two sets being tested per plant per day. One test for each 100 tonnes of mix, subject to minimum of two tested per day per plant.
		10. Thickness, Density of compacted layer	Field		---do---	One test of 3 samples per 500 sqM.
			Field	Appendix 'B'	---do---	
Bitumen Macadam (Under controlled Condition) Cement Concrete pavement Under	17.11.21	Sane as above except test No.6&7. Coarse aggregate	Sane as above	Sane as above	Nil	Same as for Asphaltic concrete.
Controlled Conditions		1.Flekiness Index	Laboratory	IS 2386(Part I)	---	Before approval of the quarry and every subsequent change in the source of supply and one test per 100 Cum.

					---	---
		2.Impact Value	---do---	IS 2386(Part IV)	---	---
		3.Los Angeles Abrasion Value	---do---	---do---	---	---
		4.Deleterious material	---do---	IS 2386(Part II)	---	Before approval of the quarry and every subsequent change in the source of supply. Regularly as required subject to minimum of one test pr day.
		5.Moisture content	---do---	IS 2386(Part III)	---	One test per 15 cum.
		Fine aggregate				---
		1.Sit content	Field	As per CPWD specifications Vol.II.	---	Before approval of the quarry subsequent change in the source of supply.
		2.Gradation of sand	---do---	IS 2386(Part II)	---	Regularly as required subject to minimum
		3.Deleterious material	---do---	IS 2386(Part II)	---	of two tests per day. One test per 15 cum of concrete.
		4.Moisture content	---do---	IS 2386(Part III)	---	One test consisting of 8 specimen for 30 Cum of concrete.
		5.Mix Aggregate				
		6.Flextural strength	Field	IS 2386(Part I)		
			Laboratory	IS 526		

Signature of Contractor.

Executive Engineer
PWD, WD-I, Daman.