

# **COUNCIL FOR LEATHER EXPORTS**

(Sponsored by Ministry of Commerce & Industry, Government of India)

*Registered office & Head office:*

CMDA Tower II, 3<sup>rd</sup> Floor, Gandhi-Irwin Bridge Road, Egmore,  
Chennai – 600 008, India

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## **ESTABLISHMENT OF COMMON FACILITY CENTRE IN MELVISHARAM**

**UNDER CENTRAL ASIDE COMPONENT OF GOVERNMENT OF INDIA**

### **NOTICE INVITING TENDER**

**Tender Notice No. : CLE-HO/ASIDE/CFC-Melvisharam/2015 dated 15-04-2015**

### **TENDER DOCUMENT**

## **Volume – 1: General - Instruction to Tenderers, General Conditions of Contract and Safety Code**

for

**Construction of buildings for Common Facility Centre  
at S. F. No. 340/1C, C. Abdul Hakeem Road  
Melvisharam – 632 509  
Vellore District**

*Promoter Organization:*

**VISHARAM TANNERS COMMON FACILITY CENTRE PVT LTD (VISHTAN)  
S. F. No. 340/1C, C. Abdul Hakeem Road  
Melvisharam – 632 509**

### **Brief summary**

A common facility centre has been promoted by Visharam Tanners Common Facility Centre Pvt. Ltd in Melvisharam Leather Cluster for providing machinery services using technologically advanced tannery machines. The project is being implemented by the Council for Leather Exports. Indian Leather Industry Foundation (ILIFO) is the project management consultant.

### **Scope of Work**

This tender is for construction of factory building, office building, machine control centre room, toilet block, solar evaporation pans, roads and drains and machine foundations. In this tender document, the conceptual design, indicative plan of the area and building with the requirements has been provided. Indicative BOQ has been provided to give an idea of items required. The price fixed will be final until completion of the project. No escalation or additional quantities are acceptable. If any additional quantities are required the bidders shall provide the additional quantities in the additional sheets in the technical bid and the same has to be reproduced along with prices in the price bid.

The successful tenderer shall prepare a detailed architectural, structural and all working drawings based on this tender document and submit before the commencement of the work for the approval of PMC/CLE. The successful tenderer shall obtain the approval of structural design calculations and structural drawings for construction from Structural Engineering Department of Anna University or Indian Institute of Technology or CSIR- Structural Engineering Research Centre.

### **Site Location**

The site location is in Melvisharam which is about 120 km from Chennai. An area of about 3 acres is available for this purpose.

The main points of the tender are provided below:

Earnest money deposit	Rs. 7.8 lakhs Earnest Money shall be submitted at the time of submission of tender comprising of Technical bid (Part I) and Financial Bid (Part II). Earnest Money to be submitted in the form of Demand Draft from Nationalized Bank issued in favour of Council for Leather Exports payable at Chennai. Cheque for EMD will not be accepted. Tenders which are not accompanied with Earnest Money Deposit shall be summarily rejected. EMD in the form of a bank guarantee from a nationalized bank is also acceptable.
Period of completion	8 months from the date of award of contract

Bidding procedure	Two bid system
Stipulated dates of tendering	Issuance of tender document: From 17 April to 8 May 2015, from 10.00 AM to 5.00 PM on all working days Pre-bid meeting: 11.30 AM on 29 April 2015 (Wednesday) Last date for submission of bids: 2.30 PM on 11 May 2015 (Monday) Opening of technical bids: 3.00 PM on 11 May 2015 (Monday)
Cost of tender document	Rs.7,500/- to be remitted by demand draft favouring Council for Leather Exports (CLE) payable at Chennai or by cash (non-returnable)
Contents of tender document	<u>Tender document-Volume-1: General</u> SECTION 1.A: Instruction to Tenderers & SECTION 2.B: General conditions of contract SECTION 3.C: Safety code <u>Tender document-Volume-2: Technical Specifications</u> SECTION 2.A Technical specifications for civil works SECTION 2.B. Technical specifications for PEB structure SECTION 2.C. Technical specifications for electrical works <u>Tender document-Volume-3: Bill of quantities and price bid</u> <u>Tender document-Volume-4: Soil Exploration report</u> <u>Tender document-Volume-5: Indicative drawings</u>

**SECTION 1.A.**  
**INSTRUCTIONS TO BIDDERS**

## INSTRUCTIONS TO BIDDERS

### 1. Introduction

- 1.1. Melvisharam is an important export centre for leather and leather products in Vellore District, Tamil Nadu, India. A common facility centre with tannery machines is proposed in Melvisharam tanning cluster to meet the requirements of the local MSME units represented by Visharam Tanners Common Facility Centre Pvt Ltd. These machineries are identified such that these machines are at present not available in the MSE tanneries and are also not affordable by individual MSME units. The CFC will support the companies to improve productivity, quality, expand the product mix of the cluster and thus improve competitiveness of the industry.
- 1.2. The Ministry of Commerce and Industry, Government of India, has approved the establishment of common facility centre promoted by Visharam Tanners Common Facility Centre Pvt Ltd (Vishtan) under central ASIDE Scheme. The Council for Leather Exports (CLE) is the project implementation agency. The contact details of the CLE is given below:

The Executive Director  
Council for Leather Exports (CLE)  
3rd Floor, CMDA Tower II  
Gandhi-Irwin Bridge Road  
Egmore, Chennai - 600 008  
Tel: +91-44-2859 4367 (5 Lines)  
Fax: 044-2859 4363-64 (2 Lines)  
Email: cle@cleindia.com

- 1.3. The Vishtan has purchased land for the project in S.F. No. 340/1C, C. Abdul Hakeem Road, Melvisharam, Vellore District measuring about 3 acres.
- 1.4. Indian Leather Industry Foundation (ILIFO), Chennai is the Project Management Consultant engaged for establishment of common facility centre in Melvisharam, and as such, the ILIFO will be responsible for overall management of the project till its completion. The ILIFO contact details are given under:

Indian Leather Industry Foundation (ILIFO)  
F2 'Shreyas' 87, Greenways Lane  
Greenways Road, R A Puram,  
Chennai 600 028  
Tel: 044 2461 5497 / 5494 E mail: [ilifo@vsnl.com](mailto:ilifo@vsnl.com)  
Contact person: Mr. M. Viswanathan, General Manager  
E mail: [mviswanathan@outlook.com](mailto:mviswanathan@outlook.com), Mobile: 94444 70023.

**1.5. Brief description of proposed work involves the following:**

Site location: The proposed site location is at S. F. No. 340/1C, C. Abdul Hakeem Road, Melvisharam – 632 509, Vellore District, Tamil Nadu. The coordinates of the site is 12.899324, 79.276166. The site is located at about 4 km off the National Highway NH-46 on C. Abdul Hakeem Road in Melvisharam.

The main categories of works are provided below:

- (i) Construction of a factory building of dimension 64 m x 52 m x 7 m clear height of 7 m in pre-engineered building (PEB) for housing the machineries with a manager cabin in RCC mezzanine floor. The cabin size is 4m x 4m. Scope of work involves building related services also such as, site development and compound wall construction, building construction in PEB structure, flooring, sidewalls, drains and plumbing, interior building partitions, machine foundations in RCC, in accordance with the specifications, drawings and bill of quantities given in the Tender Document.
- (ii) Construction of office building of dimensions 10m x 16m in reinforced cement concrete roof with inner partitions, provision of work stations, air-conditioning, lighting, data cabling, telephone cabling, conference room, managers cabin, MD's office room, overhead tank in RCC, staff toilet and septic tank and soak pit. The building foundation should be provided for two floors, i.e., Ground + First floor. The building should provide a provision for lift as well.
- (iii) Construction of toilet block of dimension 6 m x 4 m in two numbers
- (iv) Construction of electricity panel room of dimensions 10 m x 8 m in reinforced cement concrete roof
- (v) Construction of road work for a length of 370 meters for road
- (vi) Construction of solar evaporation pans for an area of 250 m<sup>2</sup>
- (vii) Construction of sheds for storage of scrap yard of dimensions 6m x 3m with sheet roofing
- (viii) Construction of security room of dimensions 3m x 3m in RCC
- (ix) Construction of underground sump of capacity 18 m<sup>3</sup> capacity
- (x) Construction of compound wall for a total length of 445 m with height of 1.5 meters using solid blocks and RCC columns

- (xi) Machine foundations for a total number of 14 numbers
- 1.6. Council for Leather Exports invites sealed bids for construction of the building along with building services in a two part bid system.
- Part –I: Technical bid for qualification
- Part-II: Financial bid, from competent firms/companies with sound technical and financial capabilities fulfilling the qualification criteria.
- 1.7. The bid documents are available for sale from Council for Leather Exports, Chennai from 17 April 2015 to 8 May 2015 on all working days up to 5.00 pm by a written application addressed to The Executive Director, Council for Leather Exports, along with the payment of Rs.7,500/- by way of Demand Draft or Cash, drawn in favour of the Council for Leather Exports, Chennai. The DD should be drawn on any schedule bank. The bidding documents requested by mail will be dispatched by Registered /Speed Post at an extra amount of Rs.200/-. The CLE will not be responsible for the postal delay if any in the delivery of the documents or non-receipt of the same.
- 1.8. A pre-bid Meeting will be held at 11:30 am on Wednesday, 29 April 2015 at the office of Council for Leather Exports, Chennai.
- 1.9. The last date for the receipt of Tender Documents is 2:30 pm on 11 May 2015. A Bid Opening Meeting will be held at 3:00 pm on 11 May 2015 at CLE Office, Chennai, in the presence of the tenderers who wish to attend the meeting.
- 1.10. Any clarifications, technical or otherwise, should be addressed in writing to Council for Leather Exports (Email: [sp@cleindia.com](mailto:sp@cleindia.com), [cle@cleindia.com](mailto:cle@cleindia.com)) and by marking a copy to Indian Leather Industry Foundation (Email: [ilifo@vsnl.com](mailto:ilifo@vsnl.com)), and Visharam Tanners Common Facility Centre Pvt Ltd (E mail: [vishtan@gmail.com](mailto:vishtan@gmail.com)).
- 1.11. Bidders are advised to undertake a site visit to the project site, inspect the land, and thereafter submit the bids. The costs of visiting the site shall be at the Tenderers own expense. All bids received are deemed to be prepared after the inspection visit by applicants. For inspection visit, the applicants may contact the VISHTAN for scheduling visit appointments as per the below contact details:

Visharam Tanners Common Facility Centre Pvt Ltd  
S. F. No. 340/1C, C. Abdul Hakeem Road  
Melvisharam – 632 509, Vellore District, Tamil Nadu  
Contact person: Mr. Ashraf Ali, Mobile number: +91 99 44 932788  
Email: [vishtan@gmail.com](mailto:vishtan@gmail.com)

- 1.12. Tender shall be submitted in two parts viz.- PART-I & PART-II. Each part shall be placed in an independent sealed envelope and both the envelopes should be put in 3rd envelope and sealed. Each part shall be super scribed as follows.

PART-I : TECHNICAL BID

PART-II : FINANCIAL BID

3rd Envelope : Establishment of Common Facility Centre in Melvisharam

- 1.13. The Earnest Money Deposit is Rs.7,80,000/- and must be drawn on a Nationalized Bank in favour of Council for Leather Exports, payable at Chennai. This is to be submitted along with the tender. EMD in the form of a bank guarantee is also acceptable. A copy of format of bank guarantee is provided in Appendix 4.
- 1.14. The EMD will be returned to the unsuccessful tenderer after the finalization of the tender.
- 1.15. The entire work should be completed within the 8 months from the date of issue of the Work Order / Letter of Intent.
- 1.16. Penalty for the delay in completion shall be levied @ 1.5% of the contract price per calendar month including Sundays and holidays, subject to a ceiling of 10% of the contract value, as mentioned in Clause 60 of the General Conditions of Contract.
- 1.17. Successful Tenderer shall have to pay the Security Deposit to the tune of 5% of the Contract value either by way of Demand Draft or by way of Bank Guarantee issued by a Nationalized Bank in favor of the Council for Leather Exports.
- 1.18. Council for Leather Exports is likely to engage a Technical Agency to vet the documents and verify at site the progress and guide CLE on technical part of implementation.



**A. SCOPE OF WORK****2. Scope of Work**

- 2.1. Scope of work involves building works and services in accordance with the specifications, drawings and bill of quantities given in the Tender Document on turnkey basis.
- i. The tenderers are requested to inspect the site before tendering. Tenderer will give an undertaking to the effect that he has visited the site and acquainted himself of site conditions.
  - ii. The description of components in this civil works is provided in Clause no. 1.5.
  - iii. The work involves site development, soil investigation & foundation design, structural design, civil work design, preparation of architectural and working drawings, all forms of civil works including supply of materials, construction, providing labour, etc. complete in all respect, supply & erection of Pre-Engineered Building (PEB) through reputed manufacturers after approval from PMC/CLE or from the competent authority identified by PMC and also obtaining structural design, proof checking foundation and super-structure from third party, preferably from IIT or Anna University or CSIR-SERC. Cost of vetting the design by the IIT or reputed university shall be borne by the contractor.
  - iv. Soil investigation is to be carried out by the contractor to arrive at the foundation design
  - v. On approval of designs, the contractor has to prepare and submit detailed engineering drawings and BAR chart to PMC.
  - vi. Electrical works in office building only including supply, installation of LT panel boards for lights and fans, lighting indoor, provision of light fittings and lights in LED, fans and cabling for lighting, data cabling for all workstations, telephone cabling for all work stations and earthing including earth pits
  - vii. Digging of bore well, Water supply and sanitary facilities complete with overhead tank, water supply system, sewerage system, septic tank, boundary wall/ fence with in and out gates, storm water drainage to be connected to proposed Rain water harvesting system, landscaping around the building etc. complete.
  - viii. Obtaining all approvals from local body or competent authority for buildings. The cost towards obtaining the approval of drawings, structural details and any other requirements shall be borne by the contractor. Submission of regular progress report to PMC/CLE on monthly basis.

Note 1: Any other items required for the successful completion of the Common facility centre but not included in the BOQ shall be included as Additional item and the same should be indicated in the technical bid as well as financial bids with detailed specifications and quantities. The additional items cannot included

after fixing the prices and any additional items mandatorily required for functional completion and satisfactory operations should be provided by the tenderer and it is deemed to be in the scope of contractor. The rate fixed in the work order will remain until completion of the project.

Note 2: Bidders should quote for all of the items broadly covering under Clause 2.1. However CLE reserves the right to modify the overall dimensions or delete part of the components. In case of such modification of the dimensions, the tender price will be will be obtained on prorated basis.

### **3. Period of Completion**

- 3.1. The entire Works given in the Scope of work shall be completed within a period of eight (8) months from the date of issuance of Letter of intent.
- 3.2. Tenderers shall submit together with their Tenders a detailed programme in the form of a bar chart showing the various activities to be carried out in order to complete the Works on schedule.

### **4. Climatic Conditions**

- 4.1. All the equipment and materials to be supplied under this Contract shall be entirely suitable for operation in Melvisharam town.
- 4.2. The climate of Melvisharam is hot and dry. The temperatures range from 20 deg C to 45 deg C.

### **5. Eligibility Criteria for Tendering**

- 5.1. To eligible for award of the contract, each bidder in its name should have in the last three years ending 31/03/2014:
  - (i) Should have Average Annual Financial Turnover during the last 3 years, ending 31<sup>st</sup> March 2014, the minimum value of work should be of Rs.312 lakhs.
  - (ii) Should have bank solvency certificate of a nationalized bank / scheduled bank for a minimum of Rs.312 lakhs.
  - (iii) Should have Experience of having successfully completed similar works during last 7 years ending last day of month previous to the one in which applications are incited should be either of the following:
    - a) Three similar completed works costing not less than Rs.156 lakhs

**or**

b) Two similar completed works costing not less than Rs.195 lakhs,  
**or**

c) One similar completed work costing not less than Rs. 312 lakhs.

(iv) The tenderer should be a registered firm in India. Only Indian tenderers are allowed to participate. Bidder on whose name bid is submitted will be technically and financially responsible for all the obligations and activities of work related to establishment of Common Facility Centre. PMC/ CLE's decision will be final

(v) Definition of similar work as defined under 5.2.

**5.2. Similar nature of work means building construction with pre-engineered factory building incorporating integral building services such as plumbing, lighting installation, plumbing.**

5.3. A tenderer shall not be considered eligible for the award of contracts if:

- a. He is bankrupt.
- b. Payments to him have been suspended in accordance with the judgement of a court or a judgement declaring bankruptcy and resulting, in accordance with his national laws, in total or partial loss of the right to administer and dispose of his property.
- c. Legal proceedings have been instituted against him involving an order suspending payments and which may result, in accordance with his national laws, in declaration of bankruptcy or in any other situation entailing the total or partial loss of the right to administer and dispose of his property.
- d. He is guilty of serious misrepresentation with regard to information required for participation in an invitation to tender.
- e. He is in breach of contract on another contract with the Employer and/or the State of Tamil Nadu / Union of India.

5.4. Documentation (all in English language only)

The Tenderer shall submit the following documentary information in support of the qualification on technical experience and financial standing. This is a mandatory requirement and shall be submitted as per the details given herein without fail in Technical Bid cover. The technical bid shall be submitted in two copies, marked as 'Original' and other '1<sup>st</sup> Copy'.

- a. Letter of tender
- d. Covering letter (as per Appendix 3)
- e. Proof of purchasing tender in their name

- f. EMD Amount for Rs.7,80,000/- in the form of DD favouring “Council for Leather Exports” payable at Chennai or in the form of bank guarantee
  - g. A copy of documents showing the organization chart, legal status, place of registration of the headquarters and written powers of attorney to the signatory to obligate.
  - h. Certified Power of Attorney authorized or representatives of the firm to sign the tender and all subsequent communication
  - i. Photo copies of the PAN no. and current sales tax registration certificate/ VAT.
  - j. Income Tax returns filed for last three years 2011-12, 2012-13 and 2013-14.
  - k. Solvency certificate from the bank within 15 days from the date of submission of tender.
  - l. Tenderer shall certify through the Declaration of Eligibility and upon request, provide evidence satisfactory to the employer that none of these situations applies to him as per section 5.3.
  - m. Details of manpower proposed for Project Management and for site Management including qualification and experience of the personnel.
  - n. Details of technical experience, list of completed and on-going works on hand as mentioned in Part-I, section 5.1 (iii) in the format given in Appendix 1
  - o. Performance certificate/s of the completed projects from the respective clients in support of the successful completion of the project. In the event certificate is not in English language a certified translation (original copy) in English language apart from the photocopy of the certificate as received from the client as per Part-I, section 5.1(iii) in the format given in Appendix 1.
  - p. Mandatory Site Inspection Declaration: It is mandatory that, the tenderer to visit and inspect the sites of the works and its surroundings and obtain, at his own responsibility, expense and risk, all information which may be necessary to prepare his tender and sign the Contract for the Works.
  - q. List of equipment available with tenders w.r.t to PEB structure
  - r. Financial capacity as per Appendix 2
  - s. The second identical copy of the Tender document and drawings with all pages and drawings duly signed by the authorized signatory of the Tenderer and stamped with the Company seal. All volumes of the tender document along with addenda, if any, issued by CLE shall be returned after signed by the tenderer in each page as it is (with signature and seal) in token of having read, understood and accepted the various terms, conditions, specifications and drawings of the Tender document,
- 5.5. The Tenderer shall submit the following technical information in the technical bid.
- a. Detailed Bar chart for the execution of the work including work methodology and plan.

- b. Technical Specifications of PEB structure (foundation details, design criteria adopted for arriving at structural sections, dimensions of the building, specification for roofing panel, wall panel, profile dimensions, details of wall flashing, roof flashing, anchor bolts, bracing rods, eave gutters, louvers, doors & windows etc., complete with brand or manufacturers names)
- c. Specification for flooring,
- d. Specification for paintings
- e. Specification details for fire extinguisher, alarm system, support details, loads considered for designing of PEB structure
- f. Specification details for general lighting inside the building, reflectors, power cables, loads considered for designing of PEB structure. Specification for general lighting outside the building
- g. Specification for sanitary fittings, toilet cubical, water supply and drainage system, size of septic tank etc., complete
- h. Specification for storm water drainage system
- i. Specification for bitumen roads and landscaping
- j. Specification for paver blocks in walk ways
- k. Specification for fixtures for office building
- l. Specification for in and out gates and compound wall.
- m. Wherever required drawings may be enclosed.
- n. As indicated in the tender document elsewhere, only reputed manufacturers of PEB structures will be considered.
- o. The Tender document with all pages and indicative drawings images duly signed by the authorized signatory of the Tenderer and stamped with the Company seal. This document along addenda issued by CLE/PMC shall be returned as it is (with signature and seal) in token of having read, understood and accepted the various terms, conditions, specifications and drawings of the Tender document.
- p. A photocopy of the Schedule of Prices and Annexure to the Schedule of Prices as submitted by the tenderer in the Part II cover but with the prices details blanked out to enable CLE/PMC to verify that the format of the Schedule of Prices and the Annexure to be Schedule of Prices have been strictly followed in the same manner by the Tenderer and deviation or alteration of the format shall be submitted in the technical bid.
- q. PMC/CLE will securitize the technical bid and will open only those bids who are technically fulfilling all the requirement as per the tender specification other bids will be rejected.

5.6. List of documents to be submitted in financial bid sealed cover (Volume-5) are

- a. Only prices are to be indicated as requested in the tender document inclusive all taxes. No other conditions should be indicated in the price bid. The price bid will

be rejected if this condition is not adhered to.

- b. Signed copy with bidder's seal of the original price bid
- c. Financial capacity as per Appendix -2

## 6. One Tender per Tenderer

- 6.1. A Tenderer can submit only one Tender. In case a Tenderer submits more than one Tender, both the Tenders shall be disqualified.

## 7. Cost of Tendering

- 7.1. The Tenderer shall bear all costs associated with the preparation and submission of this Tender and CLE will in no case be responsible or liable for these costs.

## 8. Site Visit

- 8.1. The Tenderer shall be held to have visited the site, examined the nature thereof, perused the Drawings and to have made himself thoroughly acquainted by his own independent observations and enquiries with the nature, topography, soil characteristics, power supply source, extent and practicality of the Works, means of access, storage areas for materials and all other matters which can in any way influence his Tender price, as no monetary or other claims made by the Tenderer on the grounds of want of knowledge of any or all of the aforesaid matters will be entertained. The costs of visiting the Site shall be at the Tenderers own expense.

## B. TENDER DOCUMENTS

### 9. Contents of Tender Documents

- 9.1. The Tender documents for this Contract contain the following and any addenda issued in accordance with clause 14 of the Instructions to Tenderers.

Tender document-Volume -1: General	SECTION 1.A: Instruction to Tenderers & SECTION 1.B: General conditions of contract SECTION 1.C: Safety code
Tender document-Volume-2: Technical Specifications	SECTION 2.A Technical specifications for civil works SECTION 2.B. Technical specifications for PEB structure SECTION 2.C. Technical specifications for electrical works
Tender document-Volume-3:	Bill of quantities and price bid
Tender document-Volume-4:	Soil Exploration Report
Tender document-Volume-5	Indicative drawings

**10. Sale of Tender Documents**

- 10.1. The Tender documents can be obtained on payment of a non-refundable fee of Rs.7,500/- Rupees seven thousand five hundred only). Payment for the purchase of Tender documents shall be made either by cash or by a crossed demand draft drawn in favour of “Council for Leather Exports” payable in Chennai. The cash or demand draft shall be enclosed with a letter of application for the Tender documents.
- 10.2. The Tender documents can be taken delivery by hand or speed post or by the authorized representative of the Tenderer. For this purpose the Tenderer shall send along with the application a letter authorizing his representative to collect the Tender Documents personally upon payment of the cost of the Tender documents as specified above.
- 10.3. The tender documents are available in CLE’s Head office and also all CLE’s Regional Offices as mentioned in the following addresses. The application for obtaining Tender documents shall be made to the respective offices:

<b>Chennai</b>	The Assistant Director Council for Leather Exports CMDA Tower –II, 3 <sup>rd</sup> Floor Gandhi Irwin Bridge Road Egmore, Chennai 600 008 Ph: 044-28594367-71 ( 5 lines ) Fax:044-28594363 & 28594364 Email: <a href="mailto:cle@cleindia.com">cle@cleindia.com</a>
<b>Mumbai</b>	The Regional Director (West) Council for Leather Exports STAR HUB, Building 1, Unit No.102, 1 <sup>st</sup> Floor Near Hotel Hyatt Regency & ITC Maratha Sahar International Airport Road, Andheri (East), Mumbai – 400 099. Tel: +91 - 22 - 28392221 Fax: +91 - 22 - 67256236 E-mail: <a href="mailto:cleb@cleindia.com">cleb@cleindia.com</a>
<b>Kolkata</b>	The Regional Director (East), Council for Leather Exports, 1B, First Floor, "Duckback House", 41, Shakespeare Sarani, Kolkata - 700 017.

	<p>Tel: +91-33-22835479/80.          Fax: +91-33-22877270.          E-mail: <a href="mailto:cleer@cleindia.com">cleer@cleindia.com</a>,</p>
<b>Kanpur</b>	<p>The Regional Director (Central),          Council for Leather Exports,          H.B.T.I. Campus (Adjacent to Central Bank of          India), Nawab Ganj,          Kanpur-208 002.          Tel: 0512-2534198.          Fax: 0512-2534197.          E-Mail: <a href="mailto:cleknp@cleindia.com">cleknp@cleindia.com</a>,</p>
<b>New Delhi</b>	<p>The Regional Director (North)          Council for Leather Exports,          1202, New Delhi House          27, Barakhambha Road          New Delhi - 110 001          Tel: 011-23738151-52          Fax: 011-23738153          Contact No. 09958117009.          E-mail: <a href="mailto:cledelhi@cleindia.com">cledelhi@cleindia.com</a> ,</p>
<b>Agra</b>	<p>The Assistant Director          Council for Leather Exports,          S-6, 2nd Floor, Friends Tower,          Block No.41-B, Sanjay Place, Agra - 282 002.          Tel: +91-562-2852619 / Fax: +91-562-2854053          E-Mail: <a href="mailto:cleagra@cleindia.com">cleagra@cleindia.com</a></p>
<b>Jalandhar</b>	<p>The Office In-charge          Council for Leather Exports          CLRI Extension Centre (Testing Lab),          Leather Complex, Kapurthala Road,          Jalandhar - 144 021, Punjab, India.          Tel: +91-181-2650967 / Fax: +91-181-2650967          E-Mail: <a href="mailto:clejalandhar@ymail.com">clejalandhar@ymail.com</a></p>

- 10.4. CLE does not accept responsibility either for delays in receipt of the completed Tender documents or any delay experienced by the applicant in receiving the documents including loss of documents in transit. Extension of the bid submission date and time for receipt of the completed documents will not be made on account of any such delays.



10.5. The Tender documents are not transferable under any circumstances.

## **11. Tenderer to Check Tender Documents**

11.1. The Tenderer is particularly requested to check all dimensions, figures and the technical data shown on the drawings and in the technical schedules and obtain his own information on all matters which may in any way affect his Tender price as no claim for extra compensation for any alleged ignorance in respect thereof shall be entertained.

11.2. Any discrepancy in the figures, drawings or specifications detected by the Tenderer shall be immediately intimated to CLE and ILIFO. Any adjustment or assumption by the Tenderer without such verification shall be at his own risk and expense.

11.3. Notwithstanding the specifications and drawings of the Tender documents, the Contractor is responsible for successful completion and satisfactory performance. Any omission in the specifications and drawings shall not entitle the Contractor for additional payments. The tendered price should be inclusive of all such additional items required for successful completion and satisfactory performance of the Works.

## **12. Clarifications on the Tender Document**

12.1. In general, no answer will be given to Tenderers in reply to an oral question if the question involves an interpretation of the intent or meaning of the drawings, specifications, terms & conditions or Tender documents, or the equality or use of products or methods other than those designated or described in the drawings, technical specifications, terms & conditions or in the Tender documents. Any information given to Tenderers other than by means of the drawings, technical specifications, terms & conditions and Tender documents, including Addenda, as described below, shall not be used by the Tenderers as the basis of any claim or demand against CLE. To receive consideration, such questions shall be submitted in writing to CLE and ILIFO at least 3 days before the date of the pre-bid meeting as detailed in clause 13 of the Instructions to Tenderers.

## **13. Pre-bid Meeting**

13.1. The pre bid meeting will be held at 11:30 am on 29 April 2015 at the Council for Leather Exports, Egmore, Chennai- 600 008.

13.2. The purpose of the pre-bid meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage pertaining to the Tender. Apart from the pre-bid meeting, the CLE will not entertain any further question whether written or verbal.

- 13.3. The Tenderer is requested to submit the questions in writing or by fax or by e mail clearly mentioning in the subject “Queries Regarding CFC-M:” to reach CLE ([sp@cleindia.com](mailto:sp@cleindia.com)) and ILIFO ([mviswanathan@outlook.com](mailto:mviswanathan@outlook.com)) before the Pre-bid meeting.
- 13.4. The text of the questions raised and the responses given as a result of the pre-bid meeting shall be made by CLE exclusively through the issue of an addendum pursuant to clause 14 of the Instructions to Tenderers and not through the minutes of the pre-bid meeting.
- 13.5. Non-attendance at the pre-bid meeting will not be a cause for disqualification of a Tenderer.

#### **14. Amendment of Tender Documents**

- 14.1. Before the deadline for submission of Tenders, CLE may modify the Tender documents by issuing addenda.
- 14.2. Any addendum thus issued shall be part of the Tender documents and shall be communicated in writing or by fax or by e mail to all the Tenderers. Tenderers shall acknowledge receipt of each addendum by letter or by fax or by email to CLE. A signed and stamped copy of the addendum shall be submitted together with the Tender documents
- 14.3. Adequate time for submission of Tenders will be ensured when such addendum is issued.

### **C. PREPARATION OF TENDERS**

#### **15. Language of the Tender Document**

- 15.1. All Tenders and information to be submitted shall be in English language only.
- 15.2. Tenders which are conditional or obscure or which contain additions not called for, erasures, alterations, unsigned or irregularities of any kind shall not be considered.

#### **16. Contract Requirements**

- 16.1. Tenderer shall fill up and sign with official seal, the Letter of Tender and all schedules, tables etc. which are included in the Tender documents.

#### **17. Alternative Proposals by Tenderers**

17.1. Tenderers shall submit their Tenders in accordance with the specifications of the Tender document only. Alternative technologies or processes or design criteria will not be accepted.

## **18. Tender Price**

18.1. The tender is for turnkey work. The rates quoted by the tenderer in the financial bid is deemed to be all inclusive of all types of duties, taxes, license fees, packing forwarding charges, all kinds of transportation, insurance, erection / installation charges, commissioning and all other expenses and shall be the maximum amount payable for the execution of the Works. No extras, on whatever count, shall be paid by the CLE. The tenderers shall ascertain the bill of quantities against the indicative quantities provides. In case of any extras are required, the tenderers may use the BOQ for extra items or quantities.

18.2. Tenderers are required to price each and every item in the Schedule of Prices and fill in all blanks in the Technical Schedules legibly and properly. Items unpriced will not be paid for and shall be deemed to be covered by the pricing of other items. Corrections, if any, shall be made out by crossing out, rewriting, signing and dating.

18.3. The sum of the amounts of all items in the Schedule of Prices priced by the Tenderer shall truly represent the amount shown in his Tender.

## **19. Currency of Tender**

19.1. Tenderers shall quote their prices in Indian Rupees only

## **20. Tender Validity**

20.1. Tenders shall remain valid for a period of ninety days (90) days from the date of submission of the Tenders. The tenderers shall submit a declaration in this regard.

20.2. In exceptional circumstances, prior to expiry of the original time limit, CLE may request Tenderers to extend the period of validity for a specified additional period. The request and the Tenderer's responses shall be made in writing or by fax. A Tenderer may refuse the request without forfeiting his Earnest Money Deposit. A Tenderer agreeing to the request will not be permitted to modify his Tender.

## **21. Earnest Money Deposit**

21.1. The Tender shall be accompanied by an Earnest Money Deposit (EMD) for Rs.7,80,000/- (Rupees Seven Lakhs and Eighty Thousand only) in the form of a demand draft from a nationalized Bank in favour of Council for Leather Exports

payable at Chennai. EMD in the form of a bank guarantee is also acceptable. A copy of format of bank guarantee is provided in Appendix 4.

- 21.2. Any Tender submitted without the EMD shall not be considered and shall be summarily rejected.
- 21.3. The EMD of unsuccessful Tenderers will be returned within ten (10) days of the finalization of the Contract with the successful Tenderer.
- 21.4. The EMD of the successful Tenderer shall be returned when the Tenderer has furnished the required Security Deposit and signed the Agreement as per the format in the Tender document or it may be adjusted against the Security Deposit.
- 21.5. The EMD may be forfeited if:
  1. The Tenderer withdraws his Tender after Tender opening and during the Tender validity period as per clause 20.
  2. The Tenderer does not accept the correction of the Tender price, pursuant to clause 30.
  3. In the case of a successful Tender, the Tenderer fails within the specified time limit to furnish the required Security Deposit or sign the Agreement.
  4. If the Tenderer does not accept the stipulation of pursuant to clause 32 of the Tender Document.

## **22. Signing of the Tender**

- 22.1. The Tender shall be signed by a person or persons duly authorized to sign on behalf of the Tenderer, along with official seal. All pages of the Tender where entries or amendments with official seal have been made shall be signed by the person or persons signing the Tender. The Tenderer shall enclose a certified copy of the Power of Attorney authorizing the signatory or signatories to sign the Tender document. This certification shall be from the Legal Manager or a Director of the Firm.
- 22.2. The Tender shall contain no alterations or additions, except those to comply with instructions issued by CLE or as necessary to correct errors made by the Tenderer, in which case such corrections shall be signed by the person or persons signing the Tender affixing the official seal.
- 22.3. All the pages in the Schedule of Prices and Technical Schedules should be signed with the official seal by the Tenderer, after filling in the prices in figures and words.

## **D. PROCEDURES FOR SUBMISSION OF TENDERS**

### **23. Due date for Tender Submission**

- 23.1. Tenders in sealed envelope/package as detailed in clause 24 below will be received by CLE at the address mentioned in clause 24.7 up to 2.30 pm on 11 May 2015. If the said date happens to be a holiday, Tenders will be received up to 2.30 pm on the next working day.
- 23.2. CLE may extend the date for submission of Tenders by issuing an addendum in which cases all the rights and obligations of CLE and the Tenderers previously subject to the original due date for submission will then be subject to the new date for submission as to be extended if any.

#### **24. Procedures for Submission of Tenders**

- 24.1. Tenderers are advised to go through the Tender documents in full detail and understand all the provisions and stipulations contained therein before submitting the Tenders.
- 24.2. The Tender shall be submitted exactly as per the procedures and requirements stipulated herein.
- 24.3. The Tender must be submitted so as to be received within the stipulated date & time as per clause 23.
- 24.4. Tenders submitted by fax or e-mail will not be accepted and will be summarily rejected.
- 24.5. Tender shall be submitted in two parts viz.- PART-I & PART-II. Each part shall be placed in an independent sealed envelope and these should be put in 3<sup>rd</sup> envelope and sealed. Each part shall be super scribed as follows.

PART-I	: TECHNICAL BID
PART-II	: FINANCIAL BID
3 <sup>rd</sup> Envelope	: Establishment of Common Facility Centre in Melvisharam – Tender for construction of buildings

All three envelopes should mention the tender number, date of tender document and tender name.

- 24.6. The package shall be addressed to

The Executive Director  
Council for Leather Exports,  
CMDA Tower II, 3<sup>rd</sup> Floor,

Gandhi Irwin Bridge Road,  
Egmore, Chennai - 600 008  
Phone No : 044 2859 4367–71 (5 Lines)

Each envelope shall carry the name and address of the Tenderer prominently.

- 24.7. The technical bid shall contain the documents in the sequence indicated in Clause 5.4. The technical and financial bids shall be submitted in duplicate i.e. one original plus one copy. One of the volumes of the Tender shall be marked as “Original” while the other shall be marked as 1st copy.
- 24.8. The “Technical bid” shall NOT contain the following:
- i. Schedule of Prices of the Tender document constituting the Lump Sum Tender Price.
  - ii. Any indication either direct or indirect or implicit or explicit or implied regarding the Tender Price or its break up details or any other related price indication etc. shall be cause for outright disqualification of the entire Tender.

## **25. Late Tenders**

- 25.1. Any Tenders received by CLE after the due date & time as per clause 23 of the Instructions to Tenderers will not be considered and will be returned unopened to the Tenderers.

## **26. Modification and Withdrawal of Tenders**

- 26.1. Tenderers may modify or withdraw their Tenders by giving notice in writing before the due date of submission of Tender as per clause 23 of the Instructions to Tenderers.
- 26.2. Each Tenderer’s modification or withdrawal notice shall be prepared, sealed, marked and delivered in accordance with clause 24.7 of the Instructions to Tenderers with the outer and inner envelopes additionally marked MODIFICATION or WITHDRAWAL as appropriate.
- 26.3. No Tender may be modified after the due date of submission of the Tenders.
- 26.4. Withdrawal or modification of a Tender between the deadline for submission of Tenders and the expiration of the original period of Tender validity specified in clause 20.1 of the Instructions to Tenderers or as extended pursuant to clause 20.2 of the Instructions to Tenderers may result in the forfeiture of the Tender Security pursuant to clause 21.5 of the Instructions to Tenderers.

## **E. TENDER OPENING AND EVALUATION**

**27. Tender Opening**

- 27.1. Executive Director CLE or his authorized person will open the Tenders in the presence of the Tenderers or their authorized representatives at 3.00 pm on 11 May 2015 (Monday) at CLE Chennai Office. In the event of the specified date of Tender opening being declared a holiday for CLE, the Tenders will be opened at the same time on the next working day.
- 27.2. On opening the Tenders, the details such as name of the Tenderer and whether the EMD has been submitted or not will be read out.

**28. Process to be Confidential**

- 28.1. Information relating to the examination, clarification, evaluation and comparison of Tenders and recommendations, for the award of Contract shall not be disclosed to Tenderers or any other persons not officially concerned with such process until the award to the successful Tenderer has been announced. Any effort by a Tenderer to influence CLE or ILIFO in the processing of Tenders or award decisions may result in the rejection of his Tender.

**29. Procedure for Tender Evaluation**

- 29.1. After opening the Tenders, CLE/PMC will determine whether the Tenderer has fulfilled all the conditions as stipulated under clause 24.8 of the Instructions to Tenderers viz. the EMD, the various appendices required to be submitted with the Tender, the eligibility criteria and other documents as called for. Tenderers who have not submitted the documents as per clause 24.8 will be liable for disqualification.
- 29.2. CLE / PMC will proceed with the evaluation of those Tenders which have not been rejected as per clause 29.1 above.
- 29.3. Before proceeding with the detailed evaluation, CLE will determine whether the Tender is substantially responsive or not. A responsive Tender is one, which conforms to all the terms, conditions and specifications of the Tender documents, without material deviation or reservation. A material deviation or reservation is one:
  - a). which affects in any substantial way the scope, quality or performance of the Works,
  - b) which in a substantial way is inconsistent with the Tender documents, CLE's rights or the Tenderer's obligations under the Contract or
  - c) whose rectification would affect unfairly the competitive position of other Tenderers presenting substantially responsive Tenders.

- 29.4. To assist the examination, evaluation and comparison of Tenders, CLE or PMC may, at its discretion, ask any Tenderer for clarification on his Tender. The request for clarification and the response shall be in writing or by fax, but no change in the substance of the Tender shall be sought, offered or permitted.
- 29.5. Should a Tender fail to be responsive, it will be rejected by CLE and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.
- 29.6. CLE will proceed with opening of Part II envelope i.e. "Financial bid Envelope" of those Tenderers whose Technical bids has been accepted. The opening of the "Financial Bid Envelope" will be done in the presence of those Tenderers or their representatives who choose to be present. The Financial Bid Envelope" of the unsuccessful Tenderers shall not be opened.
- 29.7. During Tender Price opening, CLE will read out the total prices of the Tenders as quoted by the Tenderers.

### **30. Correction of Errors**

- 30.1. The prices quoted by the Tenderers will be checked by CLE and PMC, for any arithmetic errors. Errors will be corrected as follows:
- a. Where there is a discrepancy between the figures and words in the Schedule of Prices, the prices as given in words will govern.
  - b. A discrepancy in the total shall be corrected by considering the prices quoted by the Tenderer for the individual items in words which shall govern.
- 30.2. The amount stated in the Tender Price will be corrected by PMC / CLE in accordance with the above procedure for the correction of errors and with the concurrence of the Tenderer, shall be considered as binding upon the Tenderer. If the Tenderer does not accept the corrected amount, the Tender will be rejected and the EMD will be forfeited.

### **31. Evaluation of Tender Prices**

- 31.1. In evaluating the Tender Prices, CLE and PMC will determine for each Tender the evaluated Tender price by adjusting the Tender price as follows:
- (i) Making any correction for errors pursuant to clause 30 above.
  - (ii) Making appropriate adjustments to reflect discounts offered by Tenderers in their Tender Price.



31.2. If the Tender of the successful Tenderer is seriously unbalanced in relation to the CLE's estimate of the cost of work to be performed under the Contract, CLE may request the Tenderer to produce detailed price analysis for any or all items of the Schedule of Prices to demonstrate in internal consistency of these prices with the construction methods and schedules proposed. After evaluation of the price analysis, CLE may require that the amount of the Security Deposit set forth in clause 43 of the General Conditions of Contract be increased at the expense of the successful Tenderer to a level sufficient to protect CLE against financial loss in the event of default of the successful Tenderer under the Contract.

31.3. The evaluation of the Tender Price will be based on the Tender Price submitted by the Tenderer.

## **F. AWARD OF CONTRACT**

### **32. CLE's Right to accept any Tender and to reject any or all Tenders.**

32.1. Notwithstanding anything that is said herein, CLE reserves the right to accept or reject any Tender in part and to cancel the tendering process and reject all Tenders, at any time prior to the award of Contract, without thereby incurring any liability to the affected Tenderer or Tenderers of any obligation to inform the affected Tenderer or Tenderers of the grounds for CLE's action.

32.2. The decision of CLE will be final and binding upon the lowest evaluated Tenderer. Non-acceptance of the above mentioned conditions would also result in the forfeiture of the EMD in accordance with clause 21.5.

### **33. Notification of Award**

33.1. The Tenderer whose Tender has been accepted will be notified of the award by CLE prior to expiration of the Tender validity period by facsimile/e mail and confirmed in writing by a registered letter.

33.2. The notification of award will constitute the formation of the Contract, subject only to the furnishing of a Security Deposit in accordance with the provisions of clause 34 and the signing of the Agreement as per clause 35 of the Instructions to Tenderers.

33.3. Upon furnishing by the Contractor of the Security Deposit and upon signing the Agreement, CLE will promptly notify the other Tenderers that their Tenders have been unsuccessful and will arrange to return their EMD.

**34. Performance Security Deposit**

- 34.1. Within seven (7) working days from the date of notification of the award the successful Tenderer shall deliver to CLE the Performance Security Deposit to a tune of 5% of the contract value.
- 34.2. Failure of the successful Tenderer to comply with this requirement shall constitute sufficient grounds for cancellation of the award and forfeiture of the EMD.

**35. Signing the Agreement**

- 35.1. Within seven (7) working days of the date of notification of the award, the successful Tenderer will sign the Agreement as per the format given in the Tender document and deliver it to CLE. The Tenderer shall bear the cost of the stamp paper and other legal charges. The Agreement will incorporate all agreements between CLE and the successful Tenderer.

**Appendix 1****Reference List of Projects of similar nature installed by the Tenderer**

<b>S.No</b>	<b>Parameters</b>	<b>Details</b>
1	Name of the project	
2	Owner of the project	
3	Address of the project implemented	
4	Contact person Name Phone No, E-mail, Fax No	
5	Contract reference & date a) Name of the company which received the contract b) Date of completion as per contract c) Actual date of completion d) Date of commissioning	
6	Years in operation since commissioning	
7	Scope of work	

**Note:**

1. Please use similar statements for every project implemented by you to meet the prequalification requirement for technical experience.
2. Please attach certified photocopies of certificates from owners of installations for satisfactory performance in accordance with the Instructions to Tenderers
3. Please attach a certified photocopy of the Contract indicating name of the Contractor, Contract no, scope of work, and value of Contract in accordance with the Instructions to Tenderers and in support of the technical experience

**Appendix 2**  
**Financial Capacity**

1. Name of the firm :
2. Address of the Registered Office :
3. Address of the office of communication :  
and contact particulars
4. Annual turnover (Rupees or home  
Currency of the applicant) for  
2011 - 2012 :  
2012 - 2013 :  
2013 – 2014 :
5. Furnish name, address, telephone no. fax:  
and contact person of your Bankers in a  
separate list attached to this appendix
6. Furnish name, address, telephone no. :  
fax no. & contact person of your  
Insurance Company in a separate list  
attached to this appendix

I hereby authorize CLE to seek information as required from our Bankers and Insurers.

Signature of person authorized \_\_\_\_\_ Date \_\_\_\_\_

Name & Designation \_\_\_\_\_

Attachments: Audited annual reports for the financial years as mentioned in SI No.4 above.

IT Return for 2011-12,2012-13 and 2013-14

**Note: The Tenderer may at their discretion submit the financial proof for annual turnover for the financial year 2014-15 also support with IT returns if they desires to do so, to fulfill the eligibility criteria.**

**APPENDIX 3**

**Form of Letter Confirming Agreement with Technical and Commercial Terms & Conditions of the Tender**

**(To be typed on the letterhead of the Tenderer)**

Date

The Executive Director  
Council for Leather Exports,  
CMDA Tower II, 3<sup>rd</sup> Floor,  
Gandhi Irwin Bridge Road,  
Egmore, Chennai - 600 008  
Phone No : +91 44 2859 4367- 71 ( 5 Lines)

**Subject:** Construction of Buildings for establishment of Common Facility Centre in Melvisharam

**Ref. :** Notice inviting tender no. CLE-HO/ASIDE/CFC-M/2014-15 dated 15 April 2015 for construction of buildings for establishment of common facility centre in Melvisharam.

Sir,

We have examined the Tender documents including addenda particulars, receipt of which is hereby acknowledged. We have submitted our Tender ref. \_\_\_\_\_ dated \_\_\_\_\_ for the subject works as per the specifications and terms & conditions of the Tender document.

We confirm that our Tender is in conformity with the technical specifications and commercial terms & conditions as stipulated in the Tender document and without any deviations whatsoever. We are aware that our Tender is liable for disqualification in the event technical and commercial deviations are observed by CLE at a later date during the process of evaluation of our Tender.

Thanking you and assuring you of our best services always

Very truly yours,

*For (Name of the Tenderer)*

Signature

Authorized signatory or signatories

Name/s

(\* Power of attorney issued by competent authority should be enclosed)

## Appendix 4

## FORMAT OF BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

**Name of the Contract:** Construction of buildings for common facility centre in Melvisharam

**Name and address of**

**Beneficiary** Council for Leather Exports, CMDA Tower II, Gandhi Irwin bridge  
Road, Egmore, Chennai – 600 008.

(together with successors and assigns, all as defined in the Contract as the Employer)

We have been informed that \_\_\_\_\_ (*name and address of the bidder*) (hereinafter called the “Principal”) is submitting an offer for such Contract in response to your invitation, and that the conditions of your invitation, which are set out in the tender documents for **Construction of buildings for common facility centre in Melvisharam**, require his offer to be supported by a tender security.

At the request of the Principal, we \_\_\_\_\_ (*name of the Bank*) hereby irrevocably undertake to pay you, the Beneficiary, any sum or sums not exceeding in total the amount of Rs. 7,80,000 (Rupees seven lakhs eighty thousand only) upon receipt by us of your demand in writing and your written statement (in the demand) stating that:

- (a) The Principal has, without your agreement, withdrawn his offer after the latest time specified for its submission and before the expiry of its period of validity, or
- (b) The Principal has refused to accept the correction of errors in his offer in accordance with such Instructions to Tenderers, or
- (c) You awarded the Contract to the Principal and he has failed to comply with Conditions of Tender, or
- (d) It has been proved that one or more of the documentation submitted by the Principal, during the tenure of tendering period including the qualification stage, was not genuine.

Any demand for payment must contain your signature(s), which must be authenticated either by your bankers or by a notary public. The authenticated demand and statement must be received by us at this office on or before \_\_\_\_\_ (*the date 90 days after the expiry of the validity of the Letter of Tender*) when this guarantee shall expire and shall be returned to us.

This guarantee is subject to the Uniform Rules for Demand Guarantees, published as number 758 by the International Chamber of Commerce, except as stated above.

Date \_\_\_\_\_ Signature(s) \_\_\_\_\_

**SECTION 1.B.**  
**GENERAL CONDITIONS OF CONTRACT**

## GENERAL CONDITIONS OF CONTRACT

### Definitions

In the Contract as hereinafter defined the following words and expressions shall have the meanings herein assigned to them except where the context otherwise requires:

**"Addenda"** means written or graphic instruments issued prior to opening of Tenders which clarify, correct or change the Contract documents.

**"Contract Price"** shall mean the total lumpsum amount for the Works includes all taxes

**"By Others"** means Work to be furnished by CLE, by Contractors or sub-contractors other than Contractor to whom this Contract is awarded, or by this Contractor under another Contract Agreement.

**"Compensating Event"** means events not attributable to the Contractor, which causes delays in the construction schedule as described in clause 61.6 of the GCC.

**"Contract"** shall mean the documents forming the Tender document, the Tender submitted by the Contractor and acceptance there together with the documents referred to therein including the various Terms and Conditions, Specifications, Schedule of Prices, Drawings and all the documents taken together shall be deemed to form one Contract and shall be complementary to one another.

**"Contract Price"** shall mean the total lump sum amount including excise duty and sales tax on works contract accepted by CLE as a single component together to arrive at competitive bidding

**Contractor"** shall mean the person or persons, partnership, firm or company whose Tender for the Works has been accepted and who has or have signed the Contract and shall include his or their heirs, executors, administrators, assigns, successors and duly appointed representative.

**"Contract documents"** shall mean the Notice Inviting Tenders, Instruction to Tenderers, General Conditions of the Contract, Special Conditions of Contract, Letter of Tender, Appendices, Security Deposit, Agreement, Performance Bank Guarantees, Technical Specifications, Commercial Terms & Conditions, Attachments, Drawings, Technical Schedules, Schedule of Prices, all issued Addenda and all documents submitted by the Contractor prior to the execution of the Contract.

**"Days"** means calendar days



**"Defect"** means any part of the Works not completed and also includes equipments / machineries / construction work not conformity to specified standards or found defective, in accordance with the Contract.

**"Defects Liability Period"** is the period named in the Contract in accordance with clause 93 of the Special Conditions of Contract.

**"Drawings"** means the drawings referred to in the specification and any modification of such drawings approved in writing by the CLE / PMC and such other drawings as may from time to time be furnished or approved in writing by the CLE / PMC.

**"Employer"** means CLE or the Owner acting through the ILIFO or any other officer nominated by him, who will employ the Contractor to carry out the Works.

**"Engineer"** means ILIFO, appointed by CLE to assist them in the implementation of the project and who are responsible for the designs, engineering of the Works, specifications for the materials, articles and equipment, advice during the construction period, and the supervision and administration of the Contract. Day to day functions of ILIFO as referred to in this document is the one carried out by an Engineer employed by the ILIFO.

**"Months"** means calendar months

**"Promoter"** means Visharam Tanners Common Facility Centre Pvt Ltd.

**"Project Management Consultant" or "PMC"** means Indian Leather Industry Foundation (ILIFO).

**"Permanent Works"** means the Works to be constructed, completed and maintained in accordance with the Contract.

**"Site" or "Site of Works"** means the actual place / places designated by CLE where the goods, materials and plant are to be supplied/delivered and installed or Works executed.

**"Specifications"** means the specification/s referred to in the Tender and Contract and includes general specifications, technical specifications and drawings and any modification, thereof or addition thereto as may from time to time be furnished or approved in writing by the ILIFO.

**"Start Date"** means the date for starting the Work and shall be reckoned from the date of the intimation of the award of the Work to the Contractor.

**"Sub-Contractor"** shall mean the individual, firm, partnership, or corporation supplying equipment, materials, labour or specific services required by the Contract documents and who is under separate and direct Contract with the Contractor.

**"Tender"** means the offer of the Tenderer for the Works when executed and submitted on the prescribed form, in accordance with the Tender document.

**"Tenderer"** means any individual, firm, partnership, corporation, or joint venture submitting a Tender as per the stipulations in the Tender document for the Works contemplated, acting directly or through a duly authorized representative.

**"Tender Price"** shall mean the total lump sum amount for the Works which the Tenderer offers in the Schedule of Prices including excise duty and sales tax on works contract together as a single component.

**"Temporary Works"** means the Work designed, constructed, installed and removed by the Contractor, which is needed for construction or installation of the Works.

**"Variation"** means an instruction given by the ILIFO, which varies the tendered Works.

**"Vishtan" or "Promoter"** means Visharam Tanners Common Facility Centre Pvt Ltd.

**"Works"** means the Work to be carried out in accordance with the Contract including all Permanent Works and Temporary Works and any plant and machinery to be supplied, delivered and installed under the Contract and whether the same may be on the construction site or not.

The word **"Shall"** when used in these documents implies mandatory action. The word **"May"** when used in these documents implies optional action.

Words importing persons shall include firms and corporations. Words importing the singular only shall also include the plural and vice-versa where the context requires.

**1. Language**

- 1.1 The language used in the Tender and Contract shall be English and all other correspondence pertaining to the Contract shall be in English.

**2. Scope of Contract**

- 2.1 The Contractor shall carry out and complete the Works in accordance with this Contract in every respect and in accordance with the directions and to the entire satisfaction of the CLE/ILIFO, who may in his absolute discretion from time to time issue further drawings, details and/or written instructions, written directions and written explanations (all of which are hereinafter collectively referred to as "ILIFO's instructions") in regard to:

- i. The variation or modification of the design, quality provided such work falls with the ambit of tendered items / specifications of works or omission or substitution of any Works:
- ii. Any discrepancy in the Drawings and Specifications
- iii. The removal from the site of any materials brought thereon by the Contractor and the substitution of any other materials therefor;
- iv. The removal and / or re-execution of any Works, which are executed not in accordance with the Contract without any additional cost there of.
- v. The dismissal from the Works of any person mentioned in clause 14 hereof employed thereupon;
- vi. The opening up for inspection of any Work covered without approval;
- vii. The amending and making good of any defects under clause 62.
- viii. Any other matter or item which is required and which will ensure the proper execution, completion and maintenance of Works in accordance with the Contract and compliance with the Specifications.

**3. Notices**

The Contractor shall notify to the CLE/ILIFO an address where notices and CLE/ILIFO's instructions under this Contract may be served upon him. In the event of the Contractor failing to notify the CLE/ILIFO of such an address, notices shall be deemed served upon the Contractor if sent by registered post to the address stated in

this Contract or left at his office on the site and receipt obtained from the Contractor's representative.

The contractor shall not be permitted to tender for works in the CLE / ILIFO responsible for award and execution of contracts in which his near relative is posted as Divisional Accountant or as an officer in any capacity or the any grades. He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any Gazetted Officer in the CLE or in the Ministry of Commerce. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of CLE. If however the contractor is registered in any other department, he shall be debarred from tendering in CLE for any breach of this condition.

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

#### **4. Drawings, Schedule of Prices and Specifications**

- 4.1 The Contractor shall furnish to the CLE, the detailed breakdown of his prices in the Schedule of Prices to the full satisfaction of the CLE. The original Contract documents, Specifications and the Schedule of Prices shall remain in the custody of CLE. CLE shall furnish to the Contractor one copy of the Contract Agreement and one copy of the Contract Drawings. One copy of all further Drawings shall be issued progressively during the execution of the Works. On completion of the Works the Contractor shall forthwith return to the CLE all the Drawings and Specifications issued in good condition.

#### **5. Contractor to Provide Everything Necessary**

- 5.1 The Contractor shall provide everything necessary for the proper execution of the Works and according to the true intent and meaning of the Drawings and Specifications taken together whether the same may or may not be particularly shown or described provided that the same is reasonably to be inferred therefrom; and if the Contractor finds any discrepancy therein he shall immediately and in writing refer the same to the CLE who shall decide which shall be followed. Figured dimensions shall be taken in preference to the same mentioned on or attached to any drawings.

**6. Local and other Authorities' Notices and Fees**

6.1 The Contractor shall give all notices as required by any law or custom or as directed by the CLE and whether notice be so required or so directed or not shall in all cases give due and sufficient notices to all authorities and other bodies and persons such as Railways, Water, Gas, Telephone, Hydraulic Power, Tamil Nadu Electricity Board, Postal Department, Public Works Department, Highways Department, Municipalities, Police Department, Fire Services Department, Labour department and all other local bodies or authorities connected with utilities, services and Works prior to commencement and at the completion of any Work under this Contract in order that the proper bodies or authorities in respect of the matter aforesaid may be enabled to attend and see that the Works within their jurisdiction and all matters and things incidental and appertaining thereto are secured, re-laid or reinstated in a proper and satisfactory manner and so that such bodies and authorities may be enabled to attend and secure, shore up after the position and remove, relay and reinstate the Works and things belonging to them but the Contractor notwithstanding any notice given aforesaid shall be chargeable and responsible for the proper protection and restoration of all matters and things herein referred to.

6.2 The Contractor shall conform to and comply with the regulations and by-laws of the State Government, Central Government and all other local authorities as referred to but not limited to in clause 6.1 above, the provisions contained in the various Labour Acts enacted by the State Legislature and Central Parliament in force and rules made thereunder including those under the Minimum Wages Act, Factories Act, the Indian Electricity Act and rules framed under it, Workmen Compensation Act, Provident Fund Regulations Act, Employees Provident Fund Act 1961 and Schemes made under the said Act for health and sanitary arrangements of Workers etc., and the Contract Labour (Regulation and Abolition) Central Act 1970 and the Contract (Regulation and Abolition) Central Rules 1971 etc. for welfare and protection of Workers or for the safety of the public and all other insurance provisions.

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.

6.3 The Contractor shall pay and indemnify CLE against any fees or charges demandable by law by any of the above authorities in respect of the Works. CLE shall not be liable for the failure of the Contractor in conforming to the provisions of the Act, Rules and Regulations etc. referred to in the above para/s and in case of any contravention of the provisions of the Acts, Rules and Regulations etc., the

Contractor shall keep CLE indemnified against any loss, cost, penalty, damage, litigation & cost thereof in the event of any action being taken for contravention.

## **7. Limits and Access to Site**

- 7.1 The Contractor shall be limited to the lands and other places on, under, in or through which the Works are to be executed or carried out and any other lands or places provided by CLE for the purposes of the Contract. Except as defined below, the limits of the Site shall be as shown in the drawings.
- 7.2 Where Works are in highways the limits of the Site shall be the limits of the highways. Where pipelines and appurtenant Works are not in highways, the limits of the Site, unless otherwise shown on the drawings, shall be as required for the Work. The Contractor shall inform himself of the number and nature of the existing roads and cart tracks available for access to the site of the Work and make due provision in his cost for any difficulty involved in carting materials and surplus excavation.
- 7.3 Reasonable access across the Site shall be maintained for the use of occupants of adjoining lands. Should the Contractor require land beyond the Site he shall notwithstanding clause 9 provide it entirely at his own expenses and before taking possession shall supply the CLE with a copy of the necessary permits.
- 7.4 Access to the Site is available where the Site adjoins public highways, but is not otherwise provided unless shown on the drawings.
- 7.5 When necessary for the safety and convenience of Workmen, public or livestock, or for the protection of the Works, the Contractor shall at his own expense provide adequate temporary fencing to the whole or part of Site.
- 7.6 The Contractor shall not disturb, damage or pull down any hedge, tree or building within the Site without the written permission of the CLE.

## **8. Inspection of Site**

- 8.1 The Contractor shall be deemed to have inspected and examined the Site and its surroundings and to have satisfied himself before submitting his Tender as to the nature of the ground and sub-soil, the form and nature of the Site, quantity and nature of the Work and materials necessary for the completion of the Works and the means of access to the Site, the accommodation he may require and in general to have obtained himself all necessary information as to risk, contingencies and other circumstances which might influence or affect his prices.

**9. Contractor not to Occupy Land etc.**

9.1 In no case shall the Contractor continue to use or occupy or allow to be used any land or property either for the deposit of materials or plant for any purpose whatever, after written notice from the CLE shall have been addressed to the Contractor at his usual or last known place of abode or business and sent through the post office or other modes of delivery requiring the Contractor to remove or cause to be removed all such materials or plant from any such land or property as aforesaid or to give up vacant possession of such land or property to the CLE and should any such materials or plant remain upon any such land or property remain occupied or be used after such notice for any purpose whatever as aforesaid, then and in every such case and after the same shall happen, the Contractor shall forfeit and on demand pay CLE the sum of Rs.50,000/- (Rupees fifty thousand only) per day as liquidated and ascertained damages for each and every day during which the said land or property are so used and occupied as aforesaid from the time such notice has been given.

**10. Programme to be Furnished**

10.1 On the acceptance of his Tender the Contractor shall submit to the CLE/ILIFO for its approval a programme showing the order of procedure and method in which he proposes to carry out the Work and shall whenever required by the CLE/ILIFO furnish for his information particulars in writing of the Contractor's arrangements for carrying out of the Works and of the constructional plant and temporary Works which the Contractor intends to supply, use or construct as the case may be. The submission to and approval by the CLE/ILIFO of such programme or furnishing of such particulars shall not relieve the Contractor of any of his duties or responsibilities under the Contract.

**11. Setting Out**

11.1 The Contractor shall set out the Works and during the progress thereof he shall amend at his own cost any errors arising from inaccurate setting out unless the CLE shall otherwise decide. Any assistance, which the CLE may render to the Contractor in setting out, shall in no way relieve the Contractor of entire responsibility for the correctness of all setting out.

**12. Days and Hours of Work**

12.1 The contractor should inform the Visharam Tanners Common Facility Centre Pvt Ltd (Vishtan) about the working hours, and in case of any night shifts, working on holidays etc, contractor should inform the Vishtan well in advance. The contractor will be solely responsible for obtaining required permissions for such workings from competent authorities if any, and for any damages, consequences arising out of such workings.

**13. Contractors Superintendence**

13.1 The Contractor shall keep constantly on the Site of the Works a Site Manager approved by the CLE/ILIFO. The Contractor shall also deploy such assistants in each trade as may be necessary and who must be capable of receiving verbal instructions in English. The Site Manager shall be constantly on the Works and shall give his whole time to the superintendence of the same and shall be in full charge of the Works and shall be responsible for the safety of all operations. Any directions or explanations given to such Site Manager / representative and his assistants shall be held to have been given to the Contractor in pursuance of clause 2 thereof.

**14. Discharge of Workmen**

14.1 The Contractor shall employ only such technical staff, foreman, artificers and laborers on the Works as are thoroughly efficient, competent and skilled and of good character. If, in the sole opinion of the CLE / ILIFO, any person employed by the Contractor misconducts himself or has caused quarrels or delays or is incompetent, the Contractor, when so directed by the ILIFO / CLE in writing, shall at once remove such person from the Works and he shall not again be employed on the Works without the written permission of the CLE / ILIFO.

**15. Contractor's Obligations**

15.1 The Contractor shall and will, in good Workmanlike manner, do and perform all Work and furnish and pay for all supplies and materials, machinery, equipment, facilities and means, necessary or proper to perform and complete all the Work required by this Contract, within the time stated in the Tender in accordance with the drawings covered by this Contract and any and all supplemental drawings, in accordance with the directions of the CLE/ILIFO as given from time to time during the progress of the Work, whether or not he considers the directions in accordance with the terms of Contract. He shall furnish erect, maintain and remove such construction plant and such temporary Works as may be required. During execution of the Works the Contractor shall make at his cost all necessary provision for the temporary diversion of roads, cart tracts, foot paths, drains, water courses, channels etc. The Contractor shall observe, comply with and be subject to all terms, conditions, requirements and limitations of the Contract documents and shall do, carry on and complete the entire Work to the satisfaction of the CLE/ILIFO.

**16. Materials & Workmanship**

16.1 All materials and Workmanship shall be of the respective kinds described in the Specifications and the Contractor shall upon the request of the ILIFO submit the



necessary test certificates to prove that the materials comply with the Specifications. The Contractor shall arrange for and/or carry out any test of any materials, which in the opinion of the CLE is essential to establish conformity with the Specifications. The Contractor shall forthwith carry out such tests as may be required upon the written directions of the CLE at his cost and submit the report within two (2) weeks. In case the materials are found not to confirm with the Specifications, the material, item, component or machinery shall be rejected and the Contractor shall make arrangements to replace the material, item, component or machinery forthwith.

## **17. Access for Indian Leather Industry Foundation (ILIFO)**

17.1 The ILIFO or their representatives, shall at all reasonable times have access to the Works and to the Workshops of the Contractor or his sub-contractors and to all other places wherein any materials are being made or obtained for the Work for the purpose of inspection, testing and control.

## **18. Watching and Lighting**

18.1 The Contractor shall in connection with the Works provide and maintain at his own cost all lights, security guards, fencing and watching when and where necessary or required by the CLE/ILIFO for the protection of the Works or for the safety and convenience of the Public or others.

## **19. Damage to Existing Roads**

19.1 The Contractor shall make careful arrangement for the cartage of his materials, plants, etc. so as to cause a minimum of damage to existing roads, footpaths, etc. He shall make good any and all damages to existing roads, footpaths, etc, caused by or attributable in any way to the Contractor's Workmen, due to the cartage of materials or plants for the Works and he shall indemnify CLE against loss or damage or claims by the Authorities or others to the roads, paths and the like by reason of increased traffic or any other cause. Alternatively, the Contractor shall bear the cost of such maintenance, making good and restoration as a deduction from money due or to become due to the Contractor under this Contract.

## **20. Unexpected Underground Structures**

20.1 Information on the Drawings and any statements in the Contract documents referring to the conditions under which the Work is to be performed or the existence of utilities or other underground structures are not guaranteed to be correct or to be a complete representation of all existing data with reference to conditions affecting the Work. Every effort has been made, however, to make this information complete and accurate on the basis of all data and information which could be procured by the CLE. The Contractor shall make his own examination and shall draw his own conclusions as to the underground facilities which will be encountered, and he shall

have no claim for damages of any kind on account of any errors, inaccuracies or omission that may be found. Protection and temporary removal and replacement of existing utilities and structures shall be part of this Contract and all costs in connection therewith shall be included in the Contract Price in the Tender.

## **21. Provision for Pumping, (Dewatering) Shoring, and Scaffolding etc.**

- 21.1 The Contractor shall at his expenses pump out (dewater) or otherwise remove any water which may during the continuance of the Contract be found in the mains, cuttings, excavations, banks, foundations, trenches or Works and detrimental to the quality of Work and shall provide all dams, pipes, drains, chutes, sumps, well points and other means necessary for keeping the Works clear of water during the progress of the Works. All dewatering as required whether due to subsoil water at all depths including deep dewatering by appropriate methods or dewatering due to rains, inclement weather etc. shall be carried out by the Contractor expeditiously at his cost. The Contractor shall at his expense keep the whole of the Works thoroughly drained and clear of water below the lowest level of any part of them as long as may be required by the ILIFO continuously day and night by pumps and engines without damaging the existing or new structures during the operations. The Contractor will not be allowed except by written permission of the CLE/ ILIFO to use any sewers (including those finished by himself) to carry or serve as an outlet for any water or sewage.
- 21.2 The Contractor shall at his expenses and without extra charge make provision for all shoring, scaffolding, centering, lifting, pumping, dewatering, labour, materials and plant and difficulties encountered in excavating, rock blasting, laying pipes and building and shall properly and securely timber all trenches and other excavation to the satisfaction of the CLE/ ILIFO.

## **22. Damage to and Resulting from Performance of Work**

- 22.1 All damage, direct or indirect, of whatever nature resulting from the performance of the Work or resulting to the Work during its progress from whatever cause, shall be borne and sustained by the Contractor, and all Work shall be solely at his risk until it has been finally inspected and accepted by the CLE/ ILIFO.
- 22.2 The Contractor shall indemnify and save harmless CLE from suits, actions, damages and costs of every name and description resulting from the Work under this Contract during its prosecution and until the acceptance thereof and CLE may retain such moneys from the amount due to the Contractor as may be necessary to satisfy and claims for damages recovered against CLE. The Contractor's obligations under this paragraph shall not be deemed waived by the failure of CLE to retain the whole or

any part of such moneys due to the Contractor, nor shall such obligation be deemed limited or discharged by the enumeration or procurement of any insurance for liability for damages imposed by law upon the Contractor, Sub-Contractor or CLE.

### **23. Impact on Environment**

23.1 From his experience and expertise in similar Works, the Contractor shall assess the environment impact of the activities at the site and shall take appropriate sanitation and safety measures during the execution of the Contract. The Contractor shall abide by the rules, regulations and laws as enforced by the Authorities for the protection of the environment and Contractor's quoted price shall be deemed to have taken care of all such requirements.

### **24. Provision for Noise Protection and Safety Requirements for Building Operations and Works of Engineering Construction**

24.1 The Contractor shall comply with the provision of the Factories Act and Pollution Control Act and any other amendment that may be brought to these Acts from time to time for noise pollution and provide the necessary safety equipment such as but not restricted to ear protectors and shall ensure proper audiometric examination for Workers where pneumatic drilling and or piling Work is involved in the Work or where the noise level is above **80 dBA** for Workers exposed to these conditions for more than eight (8) hours per day. The Contractor shall comply with the provisions of the ILO convention concerning safety and health in construction. C167 Safety and Health in Construction Convention, 1988.

24.2 The Contractor shall be liable for all penalties and damages whatsoever in the event of Workers failing to use or wear such safety equipment.

24.3 Further, the CLE may issue letters of warning of any violation and if the Contractor fails to comply with the instructions, the CLE may instruct suspension of Works with all consequences and delays to the account of the Contractor.

### **25. Removal and Disposal of Debris and Waste**

25.1 The Contractor is prohibited from dumping building debris, rubbish and waste at the Site, vacant plot of land, roadside or drains as it may cause obstruction, pollution and mosquito breeding. All rubbish, building debris and waste arising from the Contractor's occupation of the site of Works must be collected, stored and removed from the site on a daily basis as often as necessary and disposed of in accordance with the directions of the CLE/ ILIFO.

**26. Site Clearance on Completion of Work**

26.1 On completion of the Work all rubbish, debris, wastes, materials and temporary structures of any sort or kind used for the purpose of or connected with its construction are to be removed by the Contractor and all pits and excavation filled up and the Site handed over in a tidy and Workmanlike condition and no final payment in settlement of the account for the said Work shall be held to be due or shall be made to the Contractor, till such site clearance shall have been effected by the Contractor.

The ILIFO shall be at his liberty to withhold any payment due to the Contractor till such time as when the Site has been cleared to the fullest satisfaction of the CLE/ ILIFO.

**27. Use of Explosives**

27.1 Explosive shall not be used on the Work by the Contractor without the permission in writing of the CLE/ ILIFO and then only in the manner and to the extent to which he has prescribed. When explosives are used the same shall be stored in a special magazine to be provided by and at the cost of the Contractor, who shall be responsible for all damage, loss or injury to any person or property and shall be responsible for complying with all the statutory obligations in this respect.

**28. Variations and Additional Work**

28.1 The CLE/ ILIFO may at any time and during the progress of the Works, by order in writing under his hand, make or cause to be made any variations from the original Drawings, Schedule of Prices and Specifications by way of addition or omission or otherwise deviating therefrom and the said Works shall be executed according to the said variations or deviations under his direction and to his entire satisfaction as if the same had been included in the said original Drawings, Schedule of Prices and Specifications and any Work or materials which shall be ordered not to be done or used shall be omitted or shall not be used by the Contractor. No variation shall vitiate this Contract.

28.2 The CLE shall have the right to increase the tendered Work without the consent of the Contractor provided that such increase or decrease in the tendered Work shall be limited to plus or minus twenty five (25) percent of the Contract value on a cumulative basis. The additional payment in case of any increase in the tendered Work, or reduction in the Contract value in case of any decrease in the tendered Work, shall be based on the Schedule of prices on a pro-rata basis.

28.3 All variations authorized as per clause 28.2 shall be measured by the CLE/ ILIFO and the Contractor shall be given the opportunity of being present during such measurements and for taking notes as required. The Contractor shall be supplied with

a copy of the measured items on or before the date of ILIFO's certificate in respect of such variations and the valuation thereof.

- 28.4 For any additional Work authorized by the CLE/ ILIFO and not previously tendered, the valuation shall be made in accordance with the following rules:
- (i) The prices as entered in the Schedule of Prices after adjustment, if necessary, as provided in clause 28.2 shall determine the valuation of the additional Work of similar character executed under similar conditions of Work priced therein;
  - (ii) The said prices, where additional Works are not of similar character or executed under similar conditions as aforesaid, shall be the basis of valuation for the same as far as may be reasonable. Failing which, a fair valuation thereof shall be made based upon prices for similar Work in the locality current at the time the additional Works are executed;
  - (iii) If the prices for the additional Work cannot be determined in the manner specified in sub clause (i) or (ii) above, then the Contractor shall within seven (7) days of the date of receipt of the order to carry out the additional Work and submit to the CLE/ ILIFO in writing the price he intends to charge for the additional Work. This shall be supported by an analysis of the cost for the additional Work including an analysis of the cost for material and labour and the CLE/ ILIFO shall verify the cost on the basis of the prevailing market costs. The Contractor shall be allowed an amount of twenty (20) percent over and above the cost to cover the Contractor's supervision, overheads and profit. The CLE shall then authorize the Contractor in writing to carry out the additional Work based on the price to be paid to the Contractor for such additional Work on a mutually agreed basis.
- 28.5 The amount to be allowed in respect of authorized variation and additional Work as described above shall be added or deducted from the Contract price as the case may be.
- 28.6 Save as expressly provided herein there shall be no variation in the amount payable for the execution and completion of the Works by CLE to the Contractor except for statutory variation in Works Contract Tax and Customs Duty. It is understood that no account shall be taken by CLE of any amount by which any cost incurred by the Contractor shall have been increased due to any law or of any order, regulation, or by-law having the force of law or by reason of any rise in the rates of raw materials, construction materials, components, items, machinery, wages payable to labour or in the cost of the fuel or transport or otherwise due to any other reasons.

**29. Deduction from Money due to the Contractor**

29.1 All losses, costs, damages and expenses and other money payable to CLE by the Contractor under any stipulation in this Contract may be retained out of any money then due or which subsequently becomes due from CLE to the Contractor under this Contract or any other Contract or otherwise howsoever and in case such money then due or to become due to the Contractor by CLE shall be insufficient to pay such losses, costs, damages and any other money payable to CLE by the Contractor, it shall be lawful for CLE without any further consent on the part of the Contractor, to sell and dispose of any or all of the securities deposited with CLE by the Contractor as aforesaid and with and out of the proceeds of such sale, after payment of all expenses connected therewith or reimbursed and pay to CLE all such losses, costs, damages and expenses and any other money payable to CLE by the Contractor and in case such proceeds of sale of the said Government promissory notes or securities shall be insufficient for such purpose, then and in that case, it shall be lawful for CLE to recover the residue thereof, if necessary by legal proceedings against the Contractor.

**30. No Payment on Contractor's Non-Compliance**

30.1 So long as any lawful or proper direction concerning the Work or materials or the performance of the Contract, given by the CLE remain uncomplied with, the Contractor shall not be entitled to have any payment rendered on account of Work completed or articles delivered until such lawful or proper direction aforesaid has been fully and satisfactorily complied with.

**31. Materials Brought to Site**

31.1 Materials brought to site for incorporation in the Works consisting of plant, machinery, tools, tackles, raw materials, components, parts, spares and all other materials required for the execution of the Works and provided by the Contractor which have been delivered to and placed on or adjacent to the Site of Works shall not be removed except for use in the Works unless the CLE has consented in writing for such removal. However, the Contractor shall remain responsible for loss or damage to such materials and goods.

**32. Examination of Work before Covering Up**

32.1 No Work shall be covered up or put out of view without the approval of the CLE/ ILIFO and the Contractor shall afford full opportunity for the CLE/ ILIFO to examine and measure and Work which is about to be covered up or put out of view and to examine foundations before permanent Work is placed thereon. The Contractor shall give due notice to the ILIFO whenever any such Work or foundations is or are ready or about to be ready for examination and the CLE/ ILIFO shall without unreasonable delay, unless he considers it unnecessary and advises the Contractor accordingly, attend for the purpose of examining and measuring such Work or examining such foundations.

**33. Quality of Articles, Materials, Equipment and Workmanship**

- 33.1 Articles, materials and equipment to be incorporated into the Work under the Contract shall be new and unused unless otherwise specified.
- 33.2 Unless otherwise authorized, articles, materials and equipment which are specified to be in accordance with referenced standards, published specifications (as cited in the Technical Specifications), shall meet the requirements of the applicable standard, published specifications and revisions thereof and amendments thereto current on the date of the Tender.
- 33.3 All parts shall be made accurately to standard gauge where prescribed to a longer extent possible, so as to facilitate replacement and repairs insofar as practicable. Incidental fittings, fixtures, accessories and supplies shall be new of approved manufacturer and of standard first grade quality.
- 33.4 All materials, supplies or articles required in the Work which are not covered by detailed specifications herein shall be standard products of reputable manufacture and suitable for the intended use. Unless so directed by the CLE tests for these items will not be required but such items will be subject to the approval of the CLE. Tests, if directed, shall be in conformity with approved modern methods for the particular item and class of Work.
- 33.5 All Work shall be performed and completed in a thorough, workman like manner and shall follow the best Engineering practice in the manufacture of high grade equipment and fabrication of materials, notwithstanding any omission in the Specifications or Drawings. All Work shall be performed by tradesmen skilled in their various trades.

**34. Samples**

- 34.1 Where materials and fittings are specified to be "approved", samples shall be submitted for approval before ordering of the materials or delivery to the Site. All samples which are approved will indicate the standard to be maintained in the execution of the Works and shall be so marked and retained by the CLE until the completion of the Works. In the case of rejection, further samples shall be submitted until they are approved. The CLE may reject any material or Workmanship that is, in his opinion, not up to the approved standard. All samples submitted shall be free of cost.

**35. Materials, Services and Facilities**

- 35.1 It is understood that, except as otherwise specifically stated in the Contract documents, the Contractor shall provide and pay for all materials, labour, tools, equipment, water, light, power, transportation, superintendence and all other services and facilities of every nature whatsoever necessary to execute, complete, and deliver the Work within the time stated in the Contract.

**36. Locally Manufactured Materials**

- 36.1 Building and construction material required for the Works which are of good quality and which complies with the relevant Indian Standards shall be used wherever possible subject to the approval of the CLE/ ILIFO

**37. Manufacturers of Specified**

- 37.1 The Contractor shall procure and supply equipment of the makes as specified in the Contract document only. Failure to do so shall result in the rejection of the equipment. Any request for post-facto vendor approval shall not be entertained. In any case before finalizing an order on a vendor the Contractor shall submit to the ILIFO the list of vendors from whom the Contractor intends to procure the particular equipment as well as the detailed ordering technical specifications. On receipt of the correct detailed specifications, CLE/ ILIFO will review, comment and accord approval so long as the specifications are in accordance with the requirements of the Contract and suitable for the duty conditions. Such reviews, approvals or disapprovals will not be unreasonably withheld.

Any such consent shall not relieve the Contractor from any liability or obligation under the Contract and he shall be responsible for all the acts, defaults and negligence of any vendor, as fully as if they were the acts, defaults and negligence of the Contractor.

- 37.2 In the event of any omission in the make of the equipment or item, the Contractor shall submit to the CLE/ ILIFO in writing details of the equipment or item proposed for approval, prior to purchase or fabrication of such equipment or item. Subject to the provisions of any applicable laws, approval shall be at the sole discretion of the ILIFO in writing and the decision of the CLE/ ILIFO shall be final. The CLE/ ILIFO may require tests of all materials so submitted to establish quality standards at the Contractor's expense. All directions, specifications and recommendations by manufacturers for installations, handling, storing, adjustment and operation of their equipment shall be complied with; responsibility for proper performance shall continue to rest with the Contractor.

**38. Inspection and Testing**

- 38.1 The Contractor shall carry out inspection and testing as described in the Specifications. All inspection and testing are to be performed as per the applicable codes, standards and accepted engineering practices and to the entire satisfaction of the ILIFO and Vishtan.
- 38.2 The ILIFO shall be entitled at all reasonable times during the progress of the Works to examine and test all materials to be used and all permanent plant to be supplied under the Contract and to inspect the Workmanship of those employed in the Works. If any part of the materials, fittings, items, components or equipment to be incorporated in the Works is manufactured on other premises the Contractor shall



- obtain for the ILIFO permission to examine and test as if the same were being manufactured on the Contractor's premises. The Contractor shall provide at his own expense such assistance, equipment and materials as may be required by the ILIFO for testing materials, fittings, plant and Workmanship. If required, the Contractor shall produce evidence of accuracy of instruments and gauges used.
- 38.3 If after inspecting, examining or testing the ILIFO decide that any part, materials, fittings, items, components or equipment, permanent plant or portions of the Works are not in accordance with the Contract, he may reject the same by giving the Contractor within a reasonable time notice in writing stating therein the grounds upon which his decision is based.
- 38.4 If upon inspection and testing any portion of the Work fails to fulfill the Contract requirements and is altered, renewed or replaced, tests on that portion so altered, renewed or replaced, together with all other portions of the Work as are affected thereby, shall, if so required by the ILIFO, be repeated within reasonable time and in accordance with the specified conditions, at the Contractor's expense.
- 38.5 All samples for testing shall be provided by the Contractor at his cost.
- 38.6 Any Work that fails any of the above mentioned inspections or tests shall be corrected by the Contractor at his own expense, within the time limits set by the CLE/ ILIFO. All such Work shall be subject to re-testing or re-inspection as above.
- 38.7 Unless waived in writing all inspection and testing shall made in the presence of ILIFO or an Inspector representing CLE and five copies of all inspection and test reports showing the results thereof shall be furnished to CLE. Where the presence of the inspector is waived, five (or more) certified copies of the inspection / test reports shall be furnished to CLE. Notwithstanding the waiver, the Contractor shall ensure that the inspection and testing is carried out in the presence of his inspector and duly evidenced in the inspection / test report.
- 38.8 Failure to correct the defects in the Works in the manner prescribed by the ILIFO shall be violation of this Contract of sufficient magnitude to justify remedial action by the ILIFO at the risk and cost of the Contractor.

### **39. Operation & Maintenance Manuals**

- 39.1 The Contractor shall furnish to the CLE/ ILIFO, Operation and Maintenance Manuals together with Drawings wherever necessary as specified (other than shop drawings) for all Plant and Equipment supplied under this Contract in sufficient detail to enable CLE to operate, maintain, dismantle, re-assemble and adjust all parts of the Plant and equipment supplied.
- 39.2 If it shall emerge during erection, commissioning or maintenance period of the equipment that the operation and maintenance instructions are inadequate or

inaccurate, the Contractor shall carry out and supply the necessary corrections and supplements. This shall be handled in the following manner.

- 39.3 All amendment to drawings shall be made by the Contractor free of charge. Drawings which have been modified shall be re-submitted.

#### **40. Standards**

- 40.1 The Contract Drawings and Specifications are based on primarily Indian, British and American Standards. Materials, Workmanship, equipment, procedures, etc which meet other National or International Standards or the National Standards of the country of origin of the equipment will be acceptable. However, the specifications of the equipment or item shall be in accordance with the specifications of the Tender document.
- 40.2 In any event the Contractor shall submit two copies each of the appropriate Standards in the English Language to the ILIFO as part of his shop Drawings for which the proposed Standard will apply. Evaluation and approval of alternative reference Standards will not be made prior to award of the Contract. The Contractor shall submit proof that the alternative International Standards offered are equivalent to or of higher quality than those listed in the Specifications and the ILIFO's decision to accept or reject such alternative is final.

#### **41. Regulations**

- 41.1 The Contractor shall conform in all respects, including by the giving of all notices and the paying of all fees, with the provisions of:
- (i) Any National or State Statute, Ordinance or other Law or any Regulation or by-law of any local or other duly constituted Authority in regulation to the installation, execution and completion of the Works and the remedying of any defects therein, and
  - (ii) The Rules and Regulations of all public bodies and companies whose property or rights are affected or may be affected in any way by the Works and the Contractor shall keep CLE indemnified against all penalties and liability of every kind for breach of any such provisions.

#### **42. Metrication**

- 42.1 The Works have been designed in the Metric System (System International) units.
- 42.2 The equipment and materials required for the completion of the Works shall be supplied in metric dimensions. In particular, all pipe joints, and all nuts, bolts, washers, etc. shall be supplied in accordance with the relevant metric standard.

42.3 Where standards or codes referred to in these documents have been superseded by an equivalent standard or code expressed in metric units, then the latter shall be used.

### **43. Security Deposit**

43.1 The Contractor shall as a condition precedent to the commencement of any Work under this Contract, furnish a Bank Guarantee as per the format of the Security Deposit Bank Guarantee equivalent to five (5) percent of the Contract Price of the Works for the due and faithful performance of the Contract.

43.2 The Bank Guarantee shall be from a Nationalized bank in India. The Bank Guarantee shall be on a non-judicial stamp paper of value not less than Rs. 100/ for five (5) percent of the Contract Price in INR.

### **44. Billing Schedule**

44.1 Within thirty (30) days following commencement of the Works, the Contractor shall submit to the CLE as well as ILIFO a Billing Schedule. The Billing Schedule shall be based on prices as quoted in the Schedule of Prices and shall indicate the breakdown of quantities and prices of the various items of Work in the Schedule Prices. The sum total of the Billing Schedule shall equal the lump sum Contract Price.

44.2 Payment to the Contractor against the monthly invoices shall be made based on the approved Billing Schedule only.

44.3 The total number of RA bill till the completion of the project shall not exceed six in numbers in totality.

### **45. Progress Payments**

45.1 The Contractor shall submit to the CLE, Vishtan as well as ILIFO at the beginning of each succeeding month a statement of Work done together with the values as per the approved Billing Schedule.

PMC, shall except as otherwise provided, ascertain and determine by measurement, the value in accordance with the contract of work done. All measurements and levels shall be taken jointly by the PMC, Vishtan or his authorized representative and by the contractor or his authorized representative from time to time during the progress of work and such measurements shall be signed and dated by all concerned. The contractor shall without any extra charge provide all assistance with every appliance, labour and other things required for measurements and recording levels.

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

Upon approval of the statement of Work, the Contractor shall immediately submit the invoice to Vishtan and copy to ILIFO and CLE for payment which shall be based on the approved statement of Work done in the previous month together with the values as per the approved Billing Schedule. The notice shall be accompanied by such supporting documents as may be required under the provisions of the Contract. At the discretion of the ILIFO, more than one invoice per month may be submitted by the Contractor. Vishtan will certify the bills and sent to ILIFO for verification.

- 45.2 Within Ten (10) days from the date of receipt of the invoice, the ILIFO shall furnish a Payment Report to the CLE which will have the details of Work in Progress, along with Site Photographs. The CLE will process the payment to the Contractor in connection with the Work referred to in that report, subject to any deductions as per the provisions of the Contract. Prior to processing of bills, CLE may send the payment report and the invoice to technical agency appointed by CLE, whenever required.
- 45.3 No certification of the ILIFO shall be considered conclusive evidence as to the sufficiency of any Work to which it relates nor shall it relieve the Contractor from his liability to amend and make good all defects, shrinkage's, other faults or damages as provided by this Contract.

#### **45.4 Payment of RA Bills**

The Contractor shall submit to the CLE as well as to the PMC at the beginning of each succeeding month a "Statement of Work Done" together with the values as per the approved Billing Schedule. The 'Statement of Work Done' should be prepared by the Contractor as per the BOQs given in the Work Order, and the approved rates. This should be got verified by the PMC, with reference to the BOQ quantities and rate approved, vis-à-vis the work done. The statement of work done prepared by the contractor duly counter signed by PMC with signature seal and date.

Accordingly the invoice should be raised by the Contractor and the same shall be submitted to the CKE under copy to PMC. The PMC has to verify the invoice and supporting

documents including the Statement of Work Done and forward its finding to Technical Agency for its recommendations. The process should be repeated for each RA bills and second RA Bill onwards the previous BOQ's wise quantities for which payment made, and the amount should be indicated in the each subsequent statement of RA Bills. The notice shall be accompanied by such supporting documents as may be required under the provision of the Contract.

At the discretion of the PMC, more than one Invoice per month may be submitted by the Contractor.

Under no circumstances, the PMC-ILIFO/Technical Agency should certify in the Statement of Work Done any excess work done over and above the approved BOQ quantities under the contract. If any work subsequently is felt to be carried out which is beyond the BOQ's given, due to whatsoever reasons, this should be done outside the scope of the contract. This means, the expenses for the work done beyond approved BOQ quantities by the contractor is not the responsibility of the CLE and this should not be billed to the CLE. The Contractor should raise separate Invoice to the promoter VISHTAN and submit to the VISHTAN and PMC. As such, this should be dealt separately between the promoter organization VISHTAN, PMC and the contractor outside the work contract of CLE.

#### **46. Retention Money**

46.1 The limit of retention money shall be ten (10) percent of the Contract Price from each progress payment shall be deducted as retention money. This money shall be recovered by on or before the attainment of Substantial Completion.

#### **47. Assignment**

47.1 The Contractor shall not under any circumstances assign the Contract or any part thereof or any benefit or interest therein or hereunder.

#### **48. Sub-Contract**

48.1 The Contractor shall not without the prior written approval of the CLE/ ILIFO sub-contract any portion of the Works; which approval shall not be unreasonably withheld. In the event of any portion of the Works being sub-contracted, the Contractor shall be solely responsible for the due observance of the schedules and specifications by such authorized sub-contractors and all the terms, stipulations and conditions herein expressed. In order to obtain such an approval the Contractor shall submit the credentials of the sub contractor such as organization profile, list of similar Works executed in the past five years with value, client list and testimonials for the satisfactory completion of the Work, list of machinery and experts in the organization. On receipt of the particulars the CLE/ ILIFO will review and either approve or disapprove in writing. The communication for the approval or the disapproval will not be unreasonably withheld.

48.2 Any such consent shall not relieve the Contractor from any liability or obligation under the Contract and he shall be responsible for all the acts, defaults and negligence of any sub-contractor, as fully as if they were the acts, defaults and negligence of the Contractor.

#### **49. Employment of Children**

49.1 No child under the age of eighteen (18) years shall be employed in any Work to be performed under this Contract.

#### **50. Fair Wages**

50.1 The Contractor shall recognize the freedom of all his Workmen to be members of Trade Unions.

50.2 The Contractor shall in respect of all Workmen employed by him in and for the performance of this Contract pay rates of wages and observe hours and conditions of employment as per the established industrial rates and conditions of employment as existing in Chennai and in no case less favourable than such established industrial rates, hours and conditions of employment.

50.3 If no established industrial rates and conditions exist the Contractor shall in respect of the said Workmen pay rates of wages and observe hours and conditions of employment not less favourable than the general rates of wages, hours and conditions observed by other employers of labour whose general circumstances in the trade or industry in which the Contractor is engaged, are similar.

50.4 In this clause the expression "established industrial rates and conditions" means rates of wages and hours and conditions of employment established for the trade or industry concerned by agreement, negotiation or arbitration, the parties to which are organizations of employers and trade unions representing respectively substantial proportions of the employers and Workmen engaged in the said trade or industry. Notwithstanding the preceding sub-clauses, the Contractor in any case shall not pay wages which are below the rates prescribed for minimum wages as per law in the State of Tamil Nadu.

50.5 The Contractor shall notify the CLE and the Commissioner of Labour of the names and addresses of all his sub-contractors. All the stipulations for payment of wages as mentioned above for the Contractor shall also be applicable to the authorized sub-contractors and the Contractor shall be solely responsible in ensuring their adherence.

50.6 The Contractor shall cause notices stating hours of Work, period of meals and rests, rates of pay, rates for overtime, dates of holidays and details of any other condition affecting total emoluments and terms of employment, to be posted conspicuously in all places where Workmen are employed under this Contract at Site.

50.7 The Contractor and his sub-contractors shall maintain and make available at the site of the Works all registers and documents as required under the law in the employment of labour and shall faithfully adhere to all the rules and regulations as promulgated by the State or Central Government from time to time and any amendments thereof and shall be solely responsible for their adherence throughout the currency of the Contract.

50.8 The Contractor shall obtain an insurance policy for the work force exclusively deployed at work-site for a minimum period of 6 months to cover all types of compensations arising out of all types of accidents, riots and unforeseen activities besides compensating properly in conformity to prevailing Market practice.

### **51. Disputes in the Payment of Wages**

51.1 In the event of any dispute or difference arising as to the rates of wages to be paid or the conditions of employment to be observed in accordance with clause 50 such dispute or difference shall, unless otherwise disposed of, be referred to the Commissioner of Labour for a final decision which shall be binding on the Contractor or his sub-contractor, as the case may be.

### **52. Wage Books & Time Sheets**

52.1 The Contractor shall keep proper wage books, time sheets, registers and records as required under the State and Central Government laws showing the wages paid and the time Worked by all Workmen employed by him or his sub-contractors in the performance of the Contract and shall produce such wage books, time sheets, registers and records on demand for inspection by the ILIFO or the Commissioner of Labour. The Contractor shall also furnish to the ILIFO such information relating to the wages and conditions of employment of such Workmen employed by the Contractor or his sub-contractors as the ILIFO or the Commissioner of Labour or any other Department of the Government may from time to time require.

### **53. Default in Payment of Wages**

53.1 In the event of default being made in the payment of any money in respect of wages or any dues of any Workmen employed by the Contractor or his sub-contractors in and for the performance of this Contract and if a wage or dues claim is filed with CLE or with the Commissioner of Labour and proof thereof is furnished to the satisfaction of CLE or the Commissioner of Labour, CLE may failing the payment of the said money by the Contractor make payment against such claim of wages or dues to the Commissioner of Labour out of any moneys at any time due to the Contractor under this Contract and such payment shall be deemed to be a payment made to the Contractor under and by virtue of this Contract.

**54. Overtime and Bonus Payment**

- 54.1 The Contractor shall allow in his Tender for all bonus payments or other incentive payment schemes, which he deems necessary to complete the Works in time.
- 54.2 The Contractor, if he considers that it may become necessary to cause overtime to be Worked in order to complete the Contract by the date for completion, shall request for written permission from the ILIFO and allow for such a contingency in his Tender Price.
- 54.3 It shall be clearly and definitely understood by the Contractor that no claims for any additional compensation in respect of any of the illustrated above, shall be entertained by CLE.

**55. Central Provident Fund Contribution by Contractor**

- 55.1 The Contractor shall be deemed to have included in his Tender Price his contributions to the Central Provident Fund and any other benefits to the Workmen employed by him in accordance with the rules and regulations of the State and Central Government.

**56. Labour Lines**

- 56.1 Labour lines shall not be erected on Site without the approval of the ILIFO. Notwithstanding any such approval given by the ILIFO, the Contractor shall be responsible for such temporary housing as he may erect on Site and for the general welfare of his labour force while on Site.

**57. Sanitary Precautions for Staff**

- 57.1 Sanitary conveniences, properly screened from public observation for the use of all persons employed at Site including those employed by the sub-contractors shall be provided in sufficient numbers and in such manner as the occasion requires. The Contractor shall rigorously prohibit the committance of nuisances within, on, or about the Site. Any employee found violating these provisions shall be discharged and may not again be employed at the Site without the written consent of the ILIFO.

**58. Health Services**

- 58.1 The Contractor shall provide first aid and medical services suitable for the size and composition of his site staff, labour force, and camps (if any). The Contractor shall comply fully with all rules and regulations from time to time issued and orders given by the Health Service of the Government or the local medical or sanitary authorities.



The Contractor shall periodically carry out disinfection and fumigation at the labour camps so as to sustain the health of the labour and for ecological safety.

## **59. Contractor to Appoint Safety Officers**

59.1 The Contractor shall appoint a Safety Officer at Site to oversee adherence of all safety measures and precautions as per laws towards the prevention of accidents. The name, position, addresses and contact no. of the Safety Officer shall be prominently displayed at Site and reported to the ILIFO. The person so designated shall be available by phone during non-Working hours.

## **60. Penalty for Delay in Completion**

60.1. If the contractor fails to maintain the required progress 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 CLE on account of such breach, pay as agreed compensation the amount calculated at the rates stipulated below:

Compensation @1.5% per month of delay for delay of work to be computed on per day basis.

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

60.2. The total amount of penalty for delay in completion shall not exceed ten percent (10%) of the Contract Price. The PMC may authorize deduction of penalty from payment due to the Contractor. Payment or recovery of penalty shall not affect the Contractor's liabilities.

60.3 .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 CLE. In case, the contractor does not achieve a particular milestone or progress of work, 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, what so ever, shall be payable on such withheld amount.

**61. Delay and Extension of Time**

- 61.1 If the Works be delayed due to any unavoidable hindrance, due to no fault of the Contractor, then the Contractor shall submit a written application to CLE for extension in time giving justifications thereof.
- 61.2 The CLE shall review the application and after carefully considering the facts either reject the request for the extension in time or make an appropriate recommendation to CLE for favourable consideration.
- 61.3 CLE at its sole discretion may grant such extension in time as may be reasonable without any additional financial implications to CLE. The decision of CLE whether to grant extension of time or not will be final and binding on the Contractor.
- 61.4 The ILIFO shall recommend extension to the completion schedule if a Compensation Event occurs or Variation/Additional Work is issued which makes it impossible for the completion to be achieved within the original completion schedule without the Contractor taking steps to accelerate the remaining Work and which could cause him to incur additional cost.
- 61.5 The ILIFO shall decide whether and by how much to extend the completion schedule within twenty one (21) days of the Contractor requesting the ILIFO for a decision upon the effect of Compensating Event/Variation/Additional Work and submitting full supporting information. If the Contractor fails to give early warning of a delay or has failed to cooperate in dealing with the delay, the delay by this failure shall not be considered in assessing the extension to the completion schedule.
- 61.6 The following are the Compensating Event unless they are caused by the Contractor:
- a) CLE modifies the schedule of the other contractors in a way which affects the Work of the Contractor under the Contract
  - b) The ILIFO does not approve of a vendor or a sub – contractor within 21 days of submission of all correct details.
  - c) The ILIFO gives an instruction for dealing with an unforeseen condition caused by the Employer or additional Work required for safety or other reasons.
  - d) Other contractors, public authorities, utilities or CLE does not Work within the dates and they cause delay or extra costs to the Contractor

**62. Defects after Completion**

- 62.1 Subject to clauses in the Specification relating to guarantee for waterproofing Work and painting Work any defects, shrinkages, breakages, cracks etc., or any other faults

which shall appear in the other parts of the Works from whatever cause within the Defects Liability Period hereof the Contractor shall within a reasonable time after receipt of the ILIFO's written instructions rectify or replace at his cost as the case may be, the defects, shrinkages, breakages or faults to the satisfaction of the ILIFO.

- 62.2 If the Contractor shall fail to carry out the rectification or replacement as stipulated in the preceding sub-clause within the reasonable time as allowed by the ILIFO, CLE shall either have the option to replace/rectify the defect(s) through other agencies and recover the entire cost including the cost of supervision and such other costs as may have been reasonably incurred from any payments due to the Contractor or encash the Performance Bank Guarantee for failure on the part of the Contractor to rectify the defect(s) within a reasonable time and the decision of the CLE/ ILIFO in this matter shall be final and binding on the Contractor.

### **63. Protection of Work & Vishtan's Property**

- 63.1 The Contractor shall at all times safely guard Vishtan's property from injury or loss in connection with this Contract. He shall at all times safely guard and protect his own Work, and that of adjacent property, from damage. The Contractor shall replace or make good any such damage, loss or injury.
- 63.2 The Contractor shall take all necessary precautions for the safety of employees on the Work, and shall comply with all applicable provisions of the Indian safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the premises where the Work is being performed. He shall erect and properly maintain at all times as required by the conditions and progress of the Work, all necessary safeguards for the protection of Workmen and the public; and shall post danger signs warning against the hazards created by such features of construction as protruding nails, well holes, scaffolding, window openings, stairways, trenches and other excavations and falling materials. He shall designate a responsible member of his organization whose duty shall be prevention of accidents. The name and position of any person so designated shall be reported to the ILIFO, and the designated person shall be available by phone during non-Working hours.
- 63.3 In the event of temporary suspension of Work or during inclement weather or whenever the ILIFO shall direct, the Contractor shall cause his sub-contractors to protect carefully his and their Work and materials against damage or injury from the weather. If, in the opinion of the ILIFO, any Work or materials shall have been damaged or injured by reason of failure on the part of the Contractor or any of his sub-contractors to so protect his Work, such materials shall be removed and replaced at the expense of the Contractor.

**64. Essential Hired Plants**

- 64.1 The expression "Essential hired plant" shall mean all constructional Plant, Temporary Works and materials for Temporary Works, the withdrawal of which in the event of termination of the Contract under clause 73 hereof might (having regard to the methods of construction employed prior to determination) endanger the safety or stability of or result in serious disturbance to the execution of any part of the Works and which are held by the Contractor under any agreement for hire thereof.
- 64.2 The Contractor shall not remove the hired plant without the written permission of the ILIFO.

**65. Conditions of Hire of Plant**

- 65.1 With a view to securing in the event of termination of the Contract under clause 73 hereof the continued availability for the purpose of executing the Works of any Essential Hired Plant, the Contractor shall not bring on to the site Hired Plant unless the agreement for hire thereof contains a provision that the owner thereof will on request in writing made by CLE within seven days after the date on which such termination has become effective and on CLE undertaking to pay all hire charges in respect thereof from such date hire such Hired Plant to CLE on the same terms in all respects as the same was hired to the Contractor so that CLE shall be entitled to permit the use thereof by any other Contractor employed by them for the purpose of completing the Works under the terms of the said clause 73.

**66. Damages to Persons & Property Insurance**

- 66.1 The Contractor shall be liable for and shall indemnify CLE against all liabilities, losses, claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of personal injury to or death of any person whomsoever arising out of or in the course of or by reason of the execution and maintenance of the Works.
- 66.2 The Contractor shall be liable for and shall indemnify CLE against all liabilities, losses, claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of any injury or damage to any property real or personal arising out of or in the course of or by reason of the execution and maintenance of the Works. To this end, the Contractor shall at his expense, shore, sling, protect, support, alter, restore and make good all houses, electric posts, fence or any other properties or things which may be disturbed or damaged during the execution of the Works. Should he fail to do so, the same shall be carried out by CLE and the cost thereof recovered from the Contractor.

- 66.3 The Contractor shall not commence any Work in or upon, under, across or through any land, house, building, shed, yard, area, roadway, ground, garden or any other place being private property, until authorized in writing by the ILIFO to do so. In the case of property belonging to CLE (other than property forming part of the Works prior to taking over by CLE) or to any statutory or Government Departments other than CLE (hereinafter in this sub-clause referred to as "such authority") the cost of making good any such injury or damage as aforesaid shall be recoverable by CLE from the Contractor by payment or by deduction under clause 29 herein above on presentation of an itemized certificate from CLE or of such authority, as the case may be, specifying the amount payable, the Contractor or his insurers to be allowed a period of two weeks to make representations why such payment or deduction should not be made and the decision of CLE after receipt of such representation of the Contractor or his insurers or after the said period of two weeks without such representations having been received shall be deemed to be the decision of the ILIFO.
- 66.4 The Contractor shall report to ILIFO, Vishtan and CLE any and every accident within 24 hours of its occurrence.
- 66.5 The Contractor shall forthwith and as a condition precedent to the commencement of any Work under this Contract insure against the aforesaid risks or matters with an insurance company approved by Insurance Regulatory Authority of India and shall make all payments necessary for the above purposes on the first day on which the same ought to be paid. The Contractor shall produce on demand to CLE the insurance policies and the receipt of each of the said payment a photocopy of the insurance policy obtained for verification as may be required.

## **67 Employees' State Insurance Act**

- 67.1 The Contractor shall hereby accept full and exclusive liability for the compliance with all obligations imposed by the Employee's State Insurance Act 1948 and the Contractor further agrees to defend, indemnify and hold CLE harmless from any liability or penalty which may be imposed by any Central, State or local authority by reason of any asserted violation by the Contractor or his sub-contractor, of the Employees' State Insurance Act 1948 and also from all claims suits or proceedings that may be brought against CLE arising under, growing out of or by reason of the Work provided for by this Contract whether brought by employees of the Contractor, by third parties, or by Central or State Government authority or any political sub-division thereof.
- 67.2 The Contractor agrees to file with the Employees' State Insurance Corporation, the Declaration forms and all forms which may be required in respect of the Contractor's

or sub-contractor's employees who are employed in the Work provided for under the agreement. The Contractor shall deduct and secure the agreement of the sub-contractor to deduct the employees' contribution as per the first schedule of the Employees' State Insurance Act from wages and affix the Employees' contribution cards at wages payment intervals. The Contractor shall remit and secure the agreement of the sub-contractor to remit to the State Bank of India, Employees' State Insurance Corporation Account, the Employers contribution as required by the Act. The Contractor agrees to maintain all cards and records as required under the Act in respect of employees and payments and the Contractor shall secure the agreement of the sub-contractor to maintain such records. Any expenses incurred, for the contribution, making contribution or maintaining records shall be to the Contractor's or sub-contractor's account.

67.3 CLE will retain such sum as may be necessary from the total Contract price until the Contractor shall furnish satisfactory proof that all contributions as required by the Employees' State Insurance Act, 1949 have been paid.

#### **68. Workmen's Compensation and Employer's Liability Insurance**

68.1 The Contractor shall forthwith and as a condition precedent to the commencement of any Work under this Contract take out at his own expense with an insurance company to be approved by CLE in writing a policy or policies of insurance indemnifying the Contractor and CLE from all liabilities arising out of claims by any and every Workman employed in and for the performance of this Contract for payment of compensation under or by virtue of the Workmen's Compensation Act or other law amending or replacing such Act and from all cost and expenses incidental or consequential thereto.

68.2 The said policy or policies so taken out shall be maintained by the Contractor in full force and effect payments of all premiums from time to time on the first day on which the same ought to be paid and until the completion of this Contract. Upon demand the Contractor shall produce to CLE the policy and the receipts for payment of premiums for verification as may be required.

68.3 If any default is made by the Contractor in complying with the terms of this clause CLE may without prejudice to any other remedy available to CLE for breach of any terms of this Contract:

- (i) with hold all payment which would otherwise be due to the Contractor under this Contract and out of such moneys so withheld satisfy any claims for compensation by Workmen that would have been borne by an insurance company had the Contractor not made default in maintaining a policy of insurance and/or

(ii) with hold any payment due as may be reasonable till such time the premiums have been paid and the policy made effective.

68.4 Nothing in this clause shall be construed to take away or to waive or in any manner to modify the right of CLE to be indemnified by the Contractor in respect of all compensation, costs and other expenses whatsoever which by reason of the Contractor's default or otherwise become payable by CLE under the said Act or other law.

## **69. Janata Personal Accident Insurance**

69.1 The Contractor shall also take out the Janata Personal Accident Insurance Policy in favour of each Workmen employed by him on any job pertaining to this Contract. He shall also ensure that similar Janata Personal Accident Insurance Policy in respect of each Workman employed by his sub-contractor if any, is taken out. All such policies in favour of the Workmen of the Contractor as well as the sub-contractor shall be registered with CLE before the commencement of the Work. If the Contractor fails to take out the Janata Personal Accident Insurance Policy as above and any accident occurs, an equivalent amount equal to the compensation payable under the Janata Personal Accident Insurance Policy-according to the nature of the of accident will be deducted from the moneys payable to the Contractor for the Work done or from any other dues payable to the Contractor, and kept in Deposit Account to be paid ultimately to the injured person or their heirs in case of death.

69.2 Insurance under the Janata Personal Accident Insurance Policy will be addition to the Insurance under Workmen's Compensation Act 1923, Employees' State Insurance and any other insurance required under the conditions of the Contract.

## **70. All Risk Insurance of Contract Works**

70.1 The Contractor shall forthwith and as a condition precedent to the commencement of any Work under this Contract, insure against loss or damage by fire or other causes all Works and buildings constructed or in the course of construction in pursuance of or for the purposes of this Contract and all materials and other things delivered on to the site and approved by the ILIFO and ready for incorporation in such Works and buildings and shall keep the same insured until such Works, buildings and things respectively are handed over to CLE.

70.2 The said insurance shall be effected with an insurance company approved by CLE for the full value of the Works executed together with all materials on site including any materials supplied by or the property of CLE. The Contractor shall produce to CLE the policies and the receipt for the premium paid for verification as may be required.

- 70.3 In case of failure by the Contractor to effect or renew such insurance, CLE may withhold any payment due as may be reasonable till such time the premiums have been paid and the policy made effective.
- 70.4 In the event of loss or damage by fire or other causes to any Works, buildings, materials or things explained in this clause, the Contractor shall forthwith arrange for inspection by the Insurance company and without any loss of time arrange to file the claim under Insurance. Notwithstanding the filing of claim under Insurance or any settlement thereof by the Insurance Company, the Contractor shall without any delay proceed to rectify the damage including replacement of equipment, items, parts, components, spares, things etc., with minimum loss of time.

## **71. Suspension of Progress**

- 71.1 The Contractor shall without any recourse to any claim or demand, delay or suspend the progress of the Works or any part thereof if and when and so often as required by the CLE / ILIFO and such time or times, as may in the judgment of the CLE / ILIFO be necessary for the purposes or advantages of CLE and shall whenever directed by the CLE / ILIFO and upon all needful occasions whether directed or not at the Contractor's expense properly cover down and secure so much of the Works as may be liable to sustain damage from weather or any other cause during the suspension of the progress of the Work and shall at all times and forthwith when required properly make good to the satisfaction of the ILIFO all damages or injury which such Works or any part thereof may have sustained.
- 71.2 Consequently any increase to the Contract Price and any extension to the completion schedule shall be decided by the CLE / ILIFO based on the details of the additional cost incurred and additional time requirement to be submitted by the Contractor.

## **72 Power to Take Works Out of Contractor's Hand**

- 72.1 If the Contractor, after receipt of a written notice from the CLE / ILIFO requiring compliance within seven days, fails to comply with such further drawing and/or ILIFO's instructions, CLE may employ and pay other persons to execute any Work whatsoever which may be necessary to give effect thereto and all costs incurred in connection therewith shall be recoverable from the Contractor by CLE as a debt or may be deducted by CLE from any moneys due or to become due to the Contractor.

## **73. Termination of Contract**

- 73.1. If the Contractor shall make default in any of the following namely:
- (i) Without reasonable cause wholly suspends the Works before completion:



- (ii) Fails to proceed with the Works with reasonable diligence;
- (iii) Refuses to comply with the requirements for insurance.
- (i) Refuses or to a substantial degree persistently neglects after notice in writing from the ILIFO to remove/rectify defective Work or improper defective / substandard materials;

then, if any such default shall continue for seven (7) days after a notice is sent by Registered Post to the Contractor from the ILIFO specifying the same, CLE may without prejudice to any other rights herein contained thereupon by notice sent by Registered Post terminate this Contract on the recommendation of the ILIFO.

73.1 If the Contract or:

- (i) During the continuance of the Contract commits an act of bankruptcy;
- (ii) Becomes insolvent or compounds with or makes any assignment for the benefit of his creditors;
- (iii) Assigns or sub-contracts the Contract or any portion thereof without the written permission of the ILIFO

Then, and in any such event, CLE may without prejudice to any other rights herein contained by a notice sent by Registered Post to the Contractor terminate this Contract on the recommendations of the ILIFO.

73.2 In any of the above cases the following shall apply, namely:

- (i) CLE may carry out and complete the Works departmentally or employ and pay another agency to carry out and complete the Works and they may enter the Site and use all materials, temporary buildings, plant and appliances thereon, and may purchase all materials necessary for the purpose aforesaid.
- (ii) The Contractor shall if so required by the PMC assign to CLE without further payment the benefit of any Contract for the supply of materials and/or Works intended for use under this Contract or for the execution of any Works and CLE shall pay the agreed price (if unpaid) for such materials or Works supplied or executed after the said termination.
- (iii) The Contractor shall during the execution or after completion of the Works under this clause as and when required remove from the site his temporary buildings, plant, appliances and any materials as authorized by the ILIFO within such reasonable time as the ILIFO may specify in a written notice him and in default

CLE may without being responsible for any loss or damage remove and sell the same holding the proceeds with CLE till the recovery of all costs from the Contractor.

(iv) Until completion of the Works under this clause no payment shall be made to the Contractor under this Contract; provided that, upon completion as aforesaid and the verification within a reasonable time of the accounts therefor, the ILIFO shall certify the amount of expenses properly incurred by CLE, and if such amount added to the moneys paid to the Contractor before such termination exceeds the total amount which would have been on due completion the difference shall be debt payable to CLE by the Contractor; and if the said amount added to the said be less than the said total amount the difference shall not be payable by CLE to the Contractor. In the event payment is due to CLE by the Contractor, CLE shall be at liberty to take whatever course of action as may be justified including encashment of the Security Deposit Bank Guarantee for the recovery of the dues.

(v) In the event of the completion of the Works being undertaken departmentally, allowance shall be made when ascertaining the amount to be certified as expenses properly incurred by CLE for the cost of supervision, interest and depreciation on plant and all other usual overhead charges and profit, as would be incurred were the Work carried out by the Contractor.

73.3 Notwithstanding the above, CLE may terminate the Contract or part thereof for convenience.

73.4 If the Contract is terminated at CLE's convenience, the ILIFO shall issue a certificate for the value of Work done, the reasonable cost of the removal of equipment, repatriation of the Contractor's personnel employed solely on the Works and the Contractor's cost of protecting and securing the Works and payments received upto the date of the certificate.

73.5 The Contractor shall not be entitled to compensation to the extent that CLE's interests are adversely affected by the Contractor not having given early warning or not having cooperated with the ILIFO.

#### **74. Gifts, Bribes & Inducements**

74.1 CLE shall be entitled to terminate the employment of the Contractor under this Contract and to recover from the Contractor the amount of any loss resulting from such termination, if the Contractor shall have offered or given or agreed to give to any person any gift, bribe or consideration of any kind as an inducement or reward for doing or forbearing to do so for having done or forborne to do any action in relation to the obtaining or execution of this Contract with CLE or for showing or

forbearing to show favour or disfavour to any person in relation to this Contractor or any other Contract with CLE, or if the like acts shall have been done by any person employed by the Contractor or acting on his behalf (whether with or without the knowledge of the Contractor), then the ILIFO shall have full authority to expel the Contractor there from and the provision of clause 73 shall become applicable.

## **75. Settlement of Disputes**

- 75.1 Any dispute or difference arising on any matter in connection with the execution of Contract whether during the progress of the Works or after the completion of the Contract shall be referred to the Dispute Resolution Board.
- 75.2 The Dispute Resolution Board shall comprise of Senior Executive of CLE, Consultant and Contractor. Each party can nominate a maximum of two (2) representatives.

The Dispute Resolution Board shall deal with all matters of disagreements particularly those arising out of interpretation of drawings, specifications, delays, quality of Works, additional Work, modifications/alterations in Work, changes in site conditions, commercial terms and conditions and additional costs etc. The Dispute Resolution Board will endeavor to arrive at an agreed resolution of all issues thereby avoiding further litigation. The Dispute Resolution Board will:

- a) Issue all necessary clarifications on the matters referred to it.
- b) Decide on extra payment/rebate, if any, in respect of any of the matters.
- c) Suggest steps for prevention of recurrence of similar problems in future.

In the event that no consensus can be arrived at on any of the issues by the Dispute Resolution Board such outstanding issues will be referred to Arbitration.

## **76. Arbitration**

- 76.1 Disputes unresolved by the procedures cited above which shall at any time arise between the parties hereto touching or concerning the Works or the execution or maintenance thereof of this Contract or the rights touching or concerning the Works or the execution or maintenance thereof of this Contract or the construction, maintenance, operation or effect thereof or to rights or liabilities of the parties or arising out of or in relation thereto whether during or after completion of the Contract or whether before or after determination, fore-closure or breach of the Contract (other than those in respect of which the decision of any person is by Contract expressed to be final and binding) shall after written notice by either party

- to the Contract to the other be referred for adjudication to a panel of two (2) Arbitrators and one (1) Umpire to be appointed as hereinafter provided.
- 76.2 For the purpose of appointing the Arbitrators referred to above, CLE and the Contractor shall appoint one (1) Arbitrator each preferably the members of the Institution of Engineers (India). The Arbitrators before taking upon themselves, the burden of proceedings appoint an Umpire preferably being a member of the Institution of Engineers (India). The appointment of the Arbitrators and the Umpire shall be completed within thirty (30) days from the date of written notice by either party to the Contract to the other.
- 76.3 The Work under the Contract shall, however, continue during the arbitration proceedings and no payment due or payable to the Contractor shall be withheld on account of such proceedings.
- 76.4 The Arbitrators shall be deemed to have entered on the reference on the date they issue notice to both the parties fixing the date of the first hearing.
- 76.5 The Arbitrators may, from time to time with the consent of the parties extend the time for making and publishing the Award.
- 76.6 The Arbitrators shall give separate awards in respect of each dispute referred to them.
- 76.7 The venue of arbitration shall be in Chennai.
- 76.8 The fees if any of the arbitration shall if required to be paid before the award is made and published, be paid half and half by each of the parties. The costs of the reference and of the award including the fees, if any of the arbitration shall be at the discretion of the Arbitrators who may direct to and by whom and in what manner such costs or any part thereof shall be paid and may fix or settle the amounts of costs to be so paid.
- 76.9 The award of the Arbitrators and the decision of the Umpire shall be final and binding on both the parties.
- 76.10 Subject to the aforesaid the provisions of the Arbitration Act 1940 or any statutory modification or re-enactment thereof and the rules made thereunder, and for the time being in force shall apply to the arbitration proceeding.

## **77. Jurisdiction**

- 77.1 This Contract shall be subject to the laws of the Government of India and any disputes under this Contract shall be subject to the jurisdiction of the Courts in Chennai only.

**78. Notice of Decree**

78.1 The Contractor shall not cause, permit or suffer to be issued in satisfaction of any decree, judgment or order given or to be given against the Contractor any notice of lien binding any property of the Contractor which is brought to Site or which is in the possession of CLE.

**79. Stamp Duty**

79.1 The proper stamp duty, if any, on this Contract shall be borne by the Contractor.

**80. Force Majeure**

80.1 Any delays or failure in the performance of the Contract by the Contractor shall not constitute a default hereunder or give rise to any claims for damages, if any, to the extent that such delays or failure of performance is caused by occurrences such as Acts of God, or expropriation or confiscation of facilities by Government authorities, compliance with any order or request of any Government authorities, acts of war, rebellion, sabotage, calamity, commotion, insurrection, military action, usurped power, floods, earthquake, transport strike, general strikes and riots. The question of continuance of the suspension of Works due to conditions of Force Majeure or termination of the Contract shall be settled by mutual agreement between CLE and the Contractor failing which such agreement shall be settled as provided in clause 76.

**81. Patent Rights & Royalties**

81.1 The Contractor shall indemnify CLE against all actions, claims, demands, costs, charges and expenses arising from or incurred by reason of any infringement or alleged infringement of letters, patent design, trade mark, or name copyright or other protection rights, in respect of any goods, materials and plant supplied by the Contractor. The Contract price shall be inclusive of all royalty payments and no price increase can be separately claimed on this account.

81.2 In the event of any claim being made or action brought against CLE in respect of any such matters, as aforesaid, the Contractor shall be immediately notified thereof, and he shall at his sole expense conduct all negotiations for the settlement of the claim or action or any litigation that may arise therefrom with no liability to CLE.

81.3 Provided that the conduct of such negotiations or litigations shall be conditional upon the Contractor giving to CLE such security as shall from time to time be required by CLE to cover the ascertained or agreed amount, as the case may be, of any compensations, damages, expenses and costs which might be payable by CLE in respect of, or as a result, of any such negotiations or litigations.

**82. Fossils Etc.**

82.1 Any fossils, coins, articles of value or antiquity and structures and other remains or things of interest discovered on the site of the Works shall be deemed to be the absolute property of CLE. The Contractor shall take reasonable precautions to prevent his Workmen or any other persons from removing or damaging any such article or thing and shall immediately upon discovery thereof and, before removal, acquaint the ILIFO of such discovery and carry out his orders as to the disposal of the same.

**83. Advertisement Prohibited**

83.1 The Contractor shall not exhibit or permit to be exhibited any advertisement on the Work site, construction plant, or temporary Works. Any such authorized advertisement shall be subject to the approval of ILIFO, Vishtan and CLE before it is put up and shall be immediately removed if ILIFO, Vishtan and CLE so demands.

**84. Cleaning up Periodically and on Completion**

84.1 The Contractor shall periodically and as often as the ILIFO directs, clean the site where Work is in progress. No excavated material or debris unused will be permitted to remain at the site of the Work.

84.2 On completion of the Work the Contractor shall clean up all Work areas and leave the site as clean as possible to the satisfaction of the ILIFO.

**85. Contractor on Completion to remove all Plant, etc.**

85.1 The Contractor shall on completion of the Works or when directed by the ILIFO remove all plant, tools, materials and rubbish which may have been used or may have accumulated during the progress of the Works other than those permanently taken into the Work, and all rubbish or surplus materials or plant which the ILIFO may require the Contractor to remove at any time shall be removed by the Contractor within seven days after the receipt of written notice from the ILIFO requiring him to remove the same, and in default of compliance with such notice, CLE may forthwith remove such rubbish surplus materials of plant at the Contractor's expense.

**85.2 Contract and Contract Documents**

Notice inviting tender, instructions to bidders, general conditions of contract, tender specifications including PEB, Civil, electrical, bill of quantities, drawings, amendment to tender documents, if any, tender submitted by the tenderer, clarifications or undertaking provided by the bidders, Form of Tender, Tender Deposit, EMD, Performance security Deposit, Special Conditions of Contract,

Specifications and any Addenda to be issued, enumerated below shall form part of this Contract and the provisions thereof shall be as binding upon the parties hereto as if they were herein fully set forth. The Table of Contents, titles and headings contained herein in said documents are solely to facilitate reference to various provisions of the Contract Documents and in no way affect, limit, or cast light on the interpretation of the provisions to which they refer.

**86. A. Drawings and Specifications**

The following are the Drawings, Specifications forming a part of this Contract:

**Drawings**

The drawings have been prepared by the Indian Leather industry Foundation (ILIFO), Chennai and are included with the Tender document for bidding purpose. Further drawings or details, for clarification but not extension of the Work, may if required, be furnished to the Contractor who shall execute the Work in accordance therewith as if such detail drawings had been attached hereto.

The design drawings and working drawings prepared by the contractor will be required.

**Specifications**

The General Specifications for the Works to be executed and other technical particulars are contained in the Tender document.

**87. General**

87.1 The Special Conditions of the Contract shall be read in conjunction with the General Conditions of the Contract, Specifications, Drawings and any other documents forming part of this Contract wherever the context so requires.

87.2 The Contract Documents are complementary; what is called for by one shall be as binding as if called for by all. In the case of any discrepancy, defective description, errors, omissions or ambiguity between or in any of the Contract Documents, the Contractor shall promptly submit the matter, in writing, to the ILIFO who will, within a reasonable time, make a determination in writing. In all such cases, the Contractor shall promptly proceed in accordance with the instructions given by the ILIFO. Should there be any additional cost or time implication the same shall be dealt with in accordance with the provisions of para 28 and para 61 of the General Conditions of Contract. In the case of any inconsistency between Technical Specifications and the Drawings, the former shall take precedence. In cases of any

inconsistency between Technical Specifications and the Drawings, the former shall take precedence. In cases of any inconsistency between the Contract Agreement, and any other part of the Contract Documents, the Contract Agreement shall take precedence.

87.3 Where it is said that the Contractor shall perform certain work or provide certain facilities, it is understood that the Contractor shall do so at his cost, which is deemed to have been included in his price.

87.4 The materials, design, workmanship shall satisfy the relevant Indian Standard, British Standard and American Standard, the Technical Specification contained herein and codes referred to. Materials, Workmanship, equipment, procedures, etc which meet International Standards or the National Standards of the country of origin of the equipment will be acceptable. However, the specifications of the equipment or item shall be in accordance with the specifications of the Tender document.

Where the technical specification stipulate requirements in addition to those contained in the standard codes and specifications, these additional requirements shall also be satisfied. In the absence of any Standard Specification covering any part of the work covered in this Tender, the instructions/directions of ILIFO will be binding on the Contractor.

87.5 Where any portion of the General Conditions of the Contract is repugnant to or at variance with any provisions of the Special Conditions of the Contract, then the provisions of the Special Conditions of Contract shall be deemed to override the provisions of the General Conditions of Contract to the extent such repugnancy or variations prevail.

## **88. Statutory Approvals**

88.1 It shall be the Contractor's responsibility to obtain all approvals from any Authority required in accordance with the statutory rules and regulations of Central / State Government.

88.2 The application on behalf of CLE for submission to relevant Authorities together with copies of required certificates complete in all respect shall be prepared and submitted by the Contractor well ahead of time so that the construction work is not delayed for want of approval/clearance by the concerned Authorities. The Contractor shall carry out the necessary coordination and liaison work in this respect. All necessary statutory fees shall be paid by CLE.

88.3 Any changes / additions to the work required as stipulated by the statutory authorities shall be carried out by the Contractor expeditiously. The inspection of the Works by



the statutory authorities shall in no way absolve the Contractor of his responsibilities. All documentation necessary including drawings etc. shall be submitted by the Contractor to the Authorities in this regard. Should there be any additional cost and time implication the same shall be dealt with in accordance with the provisions of the General Conditions of Contract.

## **89. Temporary Lighting and Power**

89.1 The Contractor shall provide for all necessary lighting and electrical power required for the Works, including that for his sub-contractors, suppliers and specialists with all temporary wiring, switchboard and meters etc; and shall alter, adopt and maintain as necessary and pay all energy charges in connection therewith.

89.2 All temporary electrical supply/installations shall be in accordance with the rules and regulations of the Indian Electricity Rules 1956 and the Indian Electricity Act 1910 with latest amendments and shall be in accordance with the rules/approval of the TANGEDCO.

89.3 The Contractor shall not claim any compensation for any interruption or failure in power supply caused by whatever reason. The Contractor shall make available at the site diesel operated generator sets of sufficient capacity so that work can progress uninterruptedly in case of power failure.

89.4 All wiring and temporary electrical installations shall be removed by the Contractor on completion of the Work and all disturbed areas reinstated and made good to the satisfaction of CLE.

89.5 Alternatively if available and possible CLE may also arrange for the construction power which will be charged to the Contractor as per prevailing rates of TANGEDCO as applicable for the construction power. However, the Contractor is advised to make his own arrangement for the requirement of construction power and not depend on CLE.

## **90. Water Supply**

90.1 Water supply for potable use and sanitary facilities for persons employed at the Works under the Contract and for construction purposes shall be provided and maintained by the Contractor at his own cost to the extent and in such a manner and at such places as shall be approved by the ILIFO and CLE. The ground water available at site is not suitable for construction.

- 90.2 It shall be the responsibility of the Contractor to make arrangements for obtaining the water for the full duration of the Contract and shall not claim any compensation for any failure in water supply due to whatsoever reason.
- 90.3 The Contractor shall be responsible for ensuring sufficiency and quality of water as per standards by providing storage tanks with adequate capacity to meet construction needs including hydraulic testing of the water retaining structures and the needs of his workmen and he shall make all temporary arrangements for the proper discharge of sewage and drainage from or in connection with the work inclusive of maintenance. On completion of the Works all temporary water supply installations shall be removed from the site and all areas so disturbed made good to the satisfaction of the ILIFO.

## **91. Contractor's Programme and Methods**

- 91.1 Within one (1) week of notification of acceptance of his Tender, the Contractor shall, submit a construction programme based on the "Critical Path Method of Construction Management" to the ILIFO for approval. Upon receipt of approval, the Contractor shall submit six (6) copies of this critical path network to the ILIFO.
- 91.2 The Contractor shall employ person experienced in this technique, and shall provide him with all necessary information to permit a regular analysis of the Work and make any necessary adjustments to the programme of Work from time to time. Sub-contractors will also be required to provide the necessary information for the regular analysis and adjustments of their programme. The Contractor shall, on the first day of each month throughout the duration of the Works, review and update if necessary, the critical path network.
- 91.3 The Contractor shall programme the construction of the Works with due regard to the dates that the equipment and materials are to be delivered to the Site, together with the completion schedule.

## **92. Completion Schedule**

- 92.1 The entire Works shall be completed within a total period of eight (8) months from the date of notice of award of the Contract/work order/letter of intent inclusive of monsoon period.
- 92.2 The Contractor shall attain Substantial Completion of the entire Works within eight (8) months. All testing of equipment and appurtenances shall be carried out by the Contractor to ensure full compliance with the Specifications. Inspection of the Works and testing shall be carried out to the satisfaction of the PMC / Technical agency.

92.3 The Contractor shall carry out the testing and commissioning of the Works, to ensure system adequacy, rectify any deficiencies. The Contractor is expected to achieve this in one (1) month time from Substantial Completion.

### **93. Defects Liability Period**

93.1 Notwithstanding the Final Acceptance Certificate issued by CLE any defect arising out of shrinkages, defective materials, workmanship or other faults whatsoever with respect to the Works shall be guaranteed for the periods as follows. During these periods, the Contractor shall replace or rectify any portion of Works that shall be found to be defective immediately upon receipt of the intimation from CLE to this effect.

a	Defects Liability Period for all the works executed and equipments supplied by the Contractor	:	One (1) year from the date of issue of the Final Acceptance Certificate.
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the Contractor shall carry out all the necessary works and all associated activities as may become necessary for rectification or replacement of the defective equipment or structure during the Defects Liability Period entirely at his cost.

93.2 The portion of the works so rectified / replaced as per sub-clause 93.2 shall be liable for guarantee for a further period of one (1) year for items falling under sub-clause 93.1(a) from the date of successful completion of the replacement / rectification.

93.3 During the Defects Liability Period, the Contractor shall pay and make good to CLE and all other person or parties legally entitled thereto all losses, damages, costs and expenses they or any of them may incur or be put or be liable to by reason or in consequence of the operations of the Contractor or of the failure from whatever causes of the Works or any of them during the time the Contractor is responsible thereof or parties as aforesaid from and against the same and from and against all actions, suits, claims and demands whatsoever by reason of an account thereof or CLE will be at liberty to encash the Performance Bank Guarantee and pay to such other persons or parties entitled as aforesaid the amount of such losses, damages, cost of expenses, without prejudice to CLE's right to seek additional compensation if any, through legal means.

### **94. Rate of Progress and Continuous Working**

94.1 If for any reason, which does not entitle the Contractor to an extension of time, the rate of progress of the Works or any Section is at any time, in the reasonable opinion of the ILIFO, too slow to ensure completion as per the Contract, the ILIFO may so notify the Contractor in writing and the Contractor shall there upon take such steps as are necessary that the ILIFO may approve to expedite progress so as to complete the

Works or such section. If so required by the ILIFO, the Contractor shall commence and proceed with the Work at more than one place. He shall employ such number of men as may be considered necessary by the ILIFO for the efficient and expeditious execution of the Work. The Contractor shall not be entitled to any additional payment for taking such steps. If, as a result of any notice given by the ILIFO under this clause, the Contractor shall seek the ILIFO's permission to do any work at night or on Sundays, such permission shall not be unreasonably refused.

## **95. Site Meetings**

95.1 The Contractor shall attend site meetings with the ILIFO and his representative to review work progress, at frequency of not less than once a month, or as directed by the ILIFO. The Contractor shall cause his suppliers and sub-contractors to attend these meetings whenever their work or progress is to be discussed and if necessary. The ILIFO shall advise the Contractor beforehand, of the date, time, and place of such meetings. Should the Contractor require a meeting with the ILIFO, the Contractor shall notify the ILIFO in writing of his request. Once the request is received, the ILIFO will advise the Contractor of the date and time of the meeting. The Contractor shall record the minutes of each meeting and shall within two days of the meeting submit five copies of the typed minutes to the ILIFO.

## **96. Shop and Working Drawings**

96.1 Within thirty (30) days of the commencement of the Contract, the Contractor shall progressively submit to the ILIFO shall submit the civil, electrical, instrumentation and mechanical engineering designs, calculations and detailed engineering drawings and technical specifications for all equipment for the mandatory approval of the ILIFO before the start of any construction activities at site or procurement initiatives.

96.2 Within this period the Contractor shall also furnish manufacturer's shop drawings, specific design data as required in the detailed specifications or as directed by the ILIFO and technical literature covering all equipment and fabricated materials which he proposes to furnish under the Contract in sufficient details to indicate full compliance with the quoted and Contract specifications.

96.3 Approval of the Contractor's engineering drawings/shop drawings, specifications, designs etc shall be done in the following manner:

- a) Drawings shall be submitted in five (5) prints. Should any of the information submitted in the drawing be totally in variance with the Contract specifications which in the opinion of the ILIFO are unacceptable such drawings shall be returned to the Contractor marked "Not Approved". The Contractor shall resubmit the drawings in accordance with the specifications of the Contract.

- b) Should any of the information submitted in the drawing be marginally in variance with the Contract specifications which in the opinion of the ILIFO is easily correctable, the ILIFO shall return one copy of the drawing to the Contractor making the corrections and with the marking "Approved as noted". The Contractor shall correct the drawings with the markings as shown and shall resubmit the drawings. The Contractor shall proceed ahead with the work on the basis of the drawings marked "Approved as noted".
  - c) On receiving the "Approved as noted" drawings, the Contractor shall submit five (5) copies of each drawing incorporating the corrections. Two (2) copies of the drawings shall be marked "Approved" and returned to the Contractor. The drawings shall also be submitted in an AutoCAD (latest version) CD format.
- 96.4 Shop Drawings shall indicate the method of installing, the exact layout dimensions of the equipment or materials, including the location, size and details of equipment/items etc. No equipment or materials shall be delivered, or, if necessary shipped until the manufacturer's shop drawings and specifications or other identifying data, assuring compliance with these Specifications are approved by the ILIFO.
- 96.5 The Contractor shall check and verify all field measurements and shall be responsible for the prompt submission of all shop and working drawings so that there shall be no delay in the work.
- 96.6 Regardless of corrections made in or approval given to such drawings by the ILIFO, the Contractor shall be responsible for the accuracy of such drawings and for their conformity to the Drawings and Specification, unless he notifies the ILIFO in writing of any deviations at the time he furnishes such drawings.
- 96.7 Approval by the ILIFO of any deviation in materials, workmanship or equipment proposed subsequent to approval of the shop drawings or design data, shall be requested in writing by the Contractor.
- 96.8 All shop drawings submitted by his sub-contractors for approval shall be sent directly to the Contractor for preliminary checking. The Contractor shall be responsible for their submission at the proper time so as to prevent delays in delivery of materials.
- 96.9 The Contractor shall check all his sub-contractor's shop drawings regarding measurements, size of members, material and details to satisfy himself that they conform to the intent of the contract Drawings and Specifications. Drawings found to be otherwise in error shall be returned to the sub-contractors for correction before submission thereof.

**97. Responsibility for Drawings**

97.1 The Contractor shall be responsible for any discrepancies, errors or omissions in the drawings and other particulars supplied by him, whether such drawings and particulars have been approved by the ILIFO or not, provided that such discrepancies, errors, or omissions be not due to inaccurate information or particulars furnished in writing to the Contractor by the ILIFO.

**98. Record Drawings and Documents**

98.1 On completion of the installation and upon commissioning or final testing the Contractor shall submit two copies of the `as built' drawings for approval and upon approval shall submit two copies in black and white prints on linen-backed paper.

98.2 The `as built' drawings shall be prepared in metric paper of A1 size and all units used shall be in metric. The black and white prints shall be produced on good quality, thick and durable linen-backed paper and shall be sharp and clear.

98.3 The Contractor shall also supply all `as built' drawings in AutoCAD format (Latest version) on a CD.

98.4 The digitized drawings will only be accepted when a test plot of the drawings on CLE's CAD system is successful.

**99. Photographs of the Project**

99.1 Prior to construction the Contractor shall take colour photographs of the project site and all locations of the proposed Works and any additional areas that may be disturbed during construction activities. During construction, the Contractor shall take an average of 20 colour photographs / slides per month of the Works during his progress and 25 colour photographs / slides of the completed facilities. The photographs / slides shall be of such views and taken at such times as the ILIFO directs.

99.2 All photographic work shall be done by a qualified, established commercial photographer acceptable to the ILIFO. Two prints of each photograph shall be furnished promptly to the ILIFO, and each print shall have a glossy finish and be mounted on a substantial backing. These photographs shall be supplied with an album of a type and size approved by the ILIFO.

99.3 Each print of minimum maxi size shall have the following title at the bottom of the photograph :

- Client's and Project Name
- Short Description of View and
- Contractor's Name
- Photo Number and Date Taken

99.4 The Contractor is deemed to have made all allowances in his tender for this photographic work. All film negatives and slides shall be submitted to the Engineering approved air-tight storage containers and become the property of CLE.

#### **100. Marking of Equipment and Spares**

100.1 Each package containing material or equipment delivered to site in connection with the Work or plant supplied under this Contract must be clearly and durably marked with the Contract number and site address and such other markings as directed by the ILIFO, but no Contractor's name plate shall be fixed or cast on any item of plant or equipment unless approved by the ILIFO. Diagrams showing all such markings shall be supplied. Each piece or sub-assembly separately packaged for shipment shall be labeled or tagged with the specification number and mark number of such piece.

100.2 The package of item of spares shall be collected together by the Contractor into consignments of reasonable size and then packed in secure cases each of which shall contain contents lists. Each box or package shall be properly marked to show its weight in addition to its contents.

#### **101. Shipping Instructions**

101.1 The Contractor shall prepare all materials and equipment for shipment in such manner as to protect them from damage in transit, and during a storage period in the hot, humid climate prevailing in India.

101.2 Any articles or materials that might otherwise be lost shall be boxed or wired in bundles and plainly marked with item number, delivery point and any other designation required to permit positive identification for unloading, storage and rehauling purposes. All parts shall be prepared for shipment so that slings for handling may be readily available while the parts are on railroad cars, trucks, or ship.

101.3 Where it is unsafe to attach slings to the box, boxed parts shall be packed with slings attached to the part, and the slings shall project through the box or crate so that attachment can be made readily.

101.4 All ferrous surfaces shall be coated with rust-preventative compound and all finished non-ferrous metal work and devices subject to damage shall be suitably wrapped or otherwise protected from damage during shipment. Rust preventative compound

shall be readily removable with mineral spirits or safety solvents. Benzene (Benzol), gasoline or toxic or highly flammable solvents shall not be used for thinning or removing rust-preventative compound.

- 101.5 It should be noted that if the specified shop painting is not considered by the manufacturer to be adequate protection during shipment and storage then additional protection shall be provided which shall be compatible with the shop painting and the specified field painting.
- 101.6 All exposed machined surfaces and, all equipment openings including pump suction and discharge openings shall be sealed by temporary covers to prevent entrance of foreign matter and to protect finished surface during shipping and storage.
- 101.7 Adequate protection must also be taken for packing machines that have ball and/or roller bearings so as to minimize the risk of damage to the bearings during transit.
- 101.8 Particular care shall be taken in the packing of electrical apparatus. It shall be packed separately in sealed polythene or similar approved bags (including liberal supply of desiccant) taking all precaution to exclude moisture and dust. Cases shall be robust enough to withstand the shipment.
- 101.9 All spares shall be crated separately. All crates shall have their contents indelibly stenciled on the outside; all crate marking shall be in the English Language.
- 101.10 Two sets of the packing list shall be submitted to the ILIFO in advance and prior to shipment. Each packing list shall give descriptions of the items, quantity, size of the packing, gross weight and the serial number of the package, name of the Consignor, Consignee, and Contract number. The Contractor shall be responsible for receiving, unloading, arranging and stacking of the materials at the work Site.
- 101.11 No equipment, component, part or material shall be despatched to Site unless it is inspected and cleared by the ILIFO or by an Inspection Agency appointed by CLE. On recommendation of the ILIFO / CLE may at its discretion waive the inspection of any equipment, component, part or material in which case the same shall be dispatched after inspection of the item by the Contractor and upon the Contractor satisfying himself that the item has been manufactured in accordance with the contract specifications. The ILIFO will not take cognizance of any consignment dispatched to Site without inspection and a valid inspection certificate.

## **102. Substantial Completion (Preliminary Acceptance)**

- 102.1 The entire activity involved in the Works shall be completed in eight (8) months as per the specifications. Substantial completion also means the positioning of all



- mechanical, electrical, instrumentation equipment, items, appurtenances, in their original place, isolation of any temporary connections, rectifications of deficiencies as per clause 102.5 so that the System is ready to commence the trial runs and commissioning on load.
- 102.2 Tests shall be performed on the individual sub-assemblies of the unit and shall be designed to conduct the systematic check of the components and of the functional operation thereof.
- 102.3 Tests shall be conducted by the Contractor under his sole responsibility and employing his personnel. Representative of the ILIFO shall, however, be present during such tests.
- 102.4 A detailed programme of tests shall be drawn up by the Contractor and shall be subject to the approval of the ILIFO. Such programme may be revised and adjusted as may be required by the ILIFO.
- 102.5 As soon as the Works have been completed the Contractor shall intimate the ILIFO in writing that the Works has attained Substantial Completion and is ready for trial runs and commissioning. The ILIFO shall verify the claim of the Contractor and if necessary issue a list of defects/short comings for rectification by the Contractor. Upon satisfactory completion of the rectification and the tests as per sub clause 102.2 above the ILIFO shall satisfy that the Works have been completed in accordance with the stipulation of the Contract.
- 102.6 The Contractor will now be eligible for the Preliminary Acceptance Certificate which will normally be issued within thirty (30) days from the date of Substantial Completion and satisfactory rectification of all defects/short comings.

### **103. Final Acceptance**

- 103.1 On successful completion of entire work rectification of all defects/deficiencies and upon completion of all contractual obligations the Contractor will be eligible for the Final Acceptance Certificate.
- 103.2 The issuance of the Final Acceptance Certificate signifies:
- a) The Contractor has set right the defects, if any, prior to issuance of the Final Acceptance Certificate,
  - b) Final documentation incorporating any latest modification, as built drawings, Operation and Maintenance manuals have been submitted by the Contractor in the form and manner as specified,

c) The taking over of the System by CLE,

d) The start of the Defects Liability Period

103.3 The Final Acceptance Certificate will be issued only upon the satisfactory completion of the entire works.

103.4 The issue of the Final Acceptance certificate does not relieve the Contractor from his contractual obligations under the Contract.

#### **104. Release of Retention Money**

104.1 The Retention Money amounting to ten (10) percent of the Contract Price shall be released as follows:

50% of the retention money will be released on completion of work duly certified by the ILIFO

25% of the retention money will be released after 3 months from the date of completion

Balance 25% will be released after 9 months from the date of completion or production of bank guarantee for the amount covering retention period of 9 months.

#### **105. Release of Security Deposit Bank Guarantee**

The Security Deposit Bank Guarantee equivalent to five (5) percent of the Contract Price shall be released to the Contractor after 60 days from the date of expiry of defects liability period.

#### **106. Performance Bank Guarantee for Defects Liability Period**

106.1 The Contractor, prior to the commencement of the Defects Liability Period shall submit Performance Bank Guarantee equivalent to five percent of the Contract Price valid for the Defects Liability Period. The performance Bank Guarantees shall be submitted as per the format appended to the Conditions of Contract.

#### **107. Advance Payment**

107.1 **Mobilization advance:** Mobilization advance not exceeding 10% of the contract 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 CLE at his sole discretion. The first installment of such advance shall be released by CLE to the contractor on a request made by the contractor to the Engineer-in-Charge in this behalf. The second and subsequent

installments shall be released by CLE only after the contractor furnishes a proof of the satisfactory utilization of the earlier installment to the entire satisfaction of CLE.

Before any installment of advance is released, the contractor shall execute a Bank guarantee Bond from scheduled Bank for the amount of advance & valid for the contract period. This shall be kept renewed from time to time to cover the balance amount and likely period of complete recovery, together with interest.

- 107.2 **Secured Advance on Nonperishable Material:** The contractor, on signing an indenture in the form to be specified by the Engineer-in-Charge, shall be titled to be paid during the progress of the execution of the work up to 70% of the quoted price which are in the opinion of the CLE /PMC non-perishable, non-fragile and non-combustible and are in accordance with the contract and which have been brought on the site in connection there with 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 subclause 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 PMC/CLE provided the contractor provides a comprehensive insurance cover for the full cost of such materials. The decision of the CLE shall be final and binding on the contractor in this matter. No secured advance, other than PEB materials will be admitted.

### **Recovery of Advance Payments**

- 107.3 The mobilization advance and plant and machinery advance in 107.1 and 107.2 bear simple interest at the rate of ten percent (10%) per annum and shall be calculated from the date of payment to the date of recovery, both days inclusive, on the outstanding amount of advance. Recovery of such sums advanced shall be made by the deduction from the contractors bills commencing after first ten percent of the gross value of the work is executed and paid, on pro-rata percentage basis to the gross value of the work billed beyond 10% in such a way that the entire advance is recovered by the time eighty percent (80%) of the gross value of the contract is executed and paid, together with interest due on the entire outstanding amount up to the date of recovery of the installment.

### **108. Purchase Tax & Excise Duty**

- 108.1. The Contractor shall include all purchase tax, VAT, excise duty, customs duty, service tax, Works Contract Tax, entry tax/octroi and any other taxes, levies as prevalent in the State of the origin of equipment or Tamil Nadu and those imposed by

the Govt. of India on all equipment, items and services procured by him as required in the execution of the Works.

All tendered rates shall be inclusive of all taxes and levies payable under respective statutes. However, if any further tax or levy of cess is imposed by Statute, after the 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 PMC / CLE (whose decision shall be final and binding on the contractor) attributable to delay in execution of work within the control of the contractor.

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 CLE and / or the PMC and shall also furnish such other information / document as the PMC / CLE may require from time to time.

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 PMC / CLE that the same is given pursuant to this condition, together with all necessary information relating thereto.

## **109. Terms of Payment:**

**109.1** The Contractor will be eligible for payment as follows:

- a) 10% advance on submission of the Bank Guarantee
- b) 90% of the value against production of RA Bills after deducting the proportionate amount of advance payment
- c) 10% of the value will be paid on completion along with final bill
- d) 10% Retention Money which will be paid as stated in condition 104
- e) The total of RA Bills should not exceed 6 under any circumstances and each RA bill should indicate the progress total of BOQ for work completion only.

## **110. Insurance Coverage for Works during the Defects Liability Period**

**110.1** The Contractor shall, before the commencement of the Defects Liability Period, ensure that there is in force a general insurance policy indemnifying CLE and the Contractor and all his sub-contractors from all liabilities under the Workmen's Compensation Act, or any statutory modification or re-enactment thereof and from all costs and expenses incidental or consequential thereto arising out of claims for

any work carried out during the Defects Liability period. The Contractor shall produce on demand any such policy to CLE before the commencement of the Defects Liability Period provided always that if the Contractor shall at any time fail to effect such policy as aforesaid CLE may do all things necessary to effect or maintain such insurance and deduct any money expended for that purpose from any moneys due or to become due to the Contractor.

110.2 Provided always that the Damages to Persons and Property Policy shall be extended and remain valid up to the end of the Defects Liability Period of the Contract.

### **111. Completion**

111.1 The Contractor shall request the Employer to issue a Certificate of completion of the works and the Employer will do so upon deciding that the work is completed.

### **112. Taking over**

112.1 The Employer shall take over the site and works within seven days of the Employer issuing a certificate of completion.

### **113 Review Meeting**

Contractor at the request of CLE/PMC shall have to attend a review meeting at CLE, Chennai, at their own cost.

## **APPENDICES TO CONDITIONS OF CONTRACT**

**FORMAT OF SECURITY DEPOSIT BANK GUARANTEE**

**FORMAT OF PERFORMANCE BANK GUARANTEE**

**FORMAT OF ADVANCE PAYMENT BANK GUARANTEE**

**FORMAT OF AGREEMENT**

**FORMAT OF BANK GUARANTEE FOR SECURITY DEPOSIT**

Name & address of the Bank

Bank Guarantee No.

Place :

Date:

To

Council for Leather Exports,  
CMDA Tower II,III Floor,  
Gandhi Irwin Bridge Road,  
Egmore, Chennai - 600 008.  
India

**Bank Guarantee for Security Deposit**

In consideration of Council for Leather Exports, a company registered under companies Act, 1956 having its registered office at CMDA Tower II, 3<sup>rd</sup> Floor, Egmore, Chennai - 600 008, Tamil Nadu State, India (CLE) (hereinafter referred to as the “EMPLOYER” which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to \_\_\_\_\_ (Name of Contractor), a company incorporated under companies Act 1956 having its registered office at, \_\_\_\_\_ (Address of the Contractor) (hereinafter called "the CONTRACTOR" which expression unless repugnant to the context or meaning thereof, include its successors administrators, executors and assigns), a Contract by issue of Company’s Letter of Award No. \_\_\_\_\_ dated \_\_\_\_\_ and the same having been unequivocally accepted by the CONTRACTOR, resulting into a Contract bearing No. \_\_\_\_\_ dated \_\_\_\_\_ valued at INR \_\_\_\_\_ (Rupees \_\_\_\_\_ only) for the work of \_\_\_\_\_, (hereinafter called "the Contract Price"). And whereas it has been stipulated by you in the said Contract that the CONTRACTOR shall furnish you with a Bank Guarantee by a recognized Bank for the sum specified therein as Security Deposit for compliance with the CONTRACTOR’S performance obligations in accordance with the Contract.

Therefore we \_\_\_\_\_ (Name of Bank) having our office at \_\_\_\_\_ (Address of Bank) (hereinafter referred to as the “BANK”, which expression shall, unless repugnant to the context of meaning thereof, include its successors, administrators, executor and assigns)

hereby affirm that we are Guarantors and responsible to CLE on behalf of the CONTRACTOR up to a total of INR \_\_\_\_\_(Rupees \_\_\_\_\_ only) and we undertake to pay CLE, upon its first written demand and without demur declaring the CONTRACTOR to be in default under the Contract and without cavil or argument, any sum or sums within the limits of INR \_\_\_\_\_ (Rupees \_\_\_\_\_only) as aforesaid.

This Guarantee shall be interpreted and be governed by laws of India. Any dispute arising out of or in relation to this Guarantee shall be subject to exclusive jurisdiction of courts at Chennai, India.

**Notwithstanding anything contained herein above.**

Our liability under this Bank Guarantee is restricted to INR \_\_\_\_\_ (Rupees \_\_\_\_\_ only).

The Bank Guarantee shall be valid up to \_\_\_\_\_ with a claim period of eight (8) months thereafter, after which all CLE’s rights under this Guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities there under.

We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if the Company serves upon the Bank a written claim or demand on or before \_\_\_\_\_ (Including the eight months claim period).

\_\_\_\_\_

(Signature of the authorized signatory

of the Bank with Seal of the Bank)

**Witnesses:**

1.

2.

**FORMAT OF PERFORMANCE BANK GUARANTEE**

Bank Guarantee No.

Place :

Date :

To

Council for Leather Exports,  
CMDA Tower II,III Floor,  
Gandhi Irwin Bridge Road,  
Egmore, Chennai - 600 008.  
India

WHEREAS \_\_\_\_\_ (Name of Contractor) hereinafter called "the Contractor" has undertaken, in pursuance of Contract No. \_\_\_\_\_ dated \_\_\_\_\_ for the work (description of the work and service) hereinafter called "the Contract".

And whereas it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a Nationalized Bank for the sum specified therein as security for compliance with the Contractor's performance obligations in accordance with the Contract.

And whereas we have agreed to give the Contractor a Guarantee:

Therefore we \_\_\_\_\_ (Name of the Bank) hereby affirm that we are Guarantors and responsible to you on behalf of the Contractor upto a total amount of INR \_\_\_\_\_ (amount of the Guarantee in words and figures) and we undertaken to pay you, upon your first written demand and without demur declaring the Contractor to be in default under the Contract and without cavil or argument, any sum or sums within the limits of INR \_\_\_\_\_ (amount of the Guarantee in words and figures) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This Guarantee is valid until the \_\_\_\_\_ day of 20\_\_\_\_\_ and with a claim period of six (6) months thereafter.

\_\_\_\_\_



(Signature of the authorized signatory  
of the Bank with Seal of the Bank)

Name & address of the Bank/ Financial Institution

**FORMAT OF BANK GUARANTEE FOR ADVANCE PAYMENT**

Name &amp; address of the Bank

Bank Guarantee No.

Place:

Date:

To

Council for Leather Exports,  
 CMDA Tower II,III Floor,  
 Gandhi Irwin Bridge Road,  
 Egmore, Chennai - 600 008.  
 India

**Bank Guarantee for Advance Payment**

In consideration of Council for Leather Exports, a company registered under companies Act, 1956 having its registered office at CMDA Tower II,III Floor, Gandhi Irwin Bridge Road, Egmore, Chennai - 600 008, Tamil Nadu State, India (CLE) (hereinafter referred to as the "Employer" which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to \_\_\_\_\_ (Name of the Contractor), a company incorporated under companies Act 1956 having its registered office at, \_\_\_\_\_ (Address of the Contractor) (hereinafter called "the CONTRACTOR" which expression unless repugnant to the context or meaning thereof, include its successors administrators, executors and assigns), a Contract by issue of Company's Letter of Award No. \_\_\_\_\_ dated \_\_\_\_\_ and the same having been unequivocally accepted by the CONTRACTOR, resulting into a Contract bearing No. \_\_\_\_\_ dated \_\_\_\_\_ valued at INR \_\_\_\_\_ (Rupees \_\_\_\_\_ only) for the work of .....(hereinafter called "the Contract Price") and the CONTRACTOR, having agreed to deposit with CLE, a Bank Guarantee to Guarantee its proper and faithful performance of the Contract equivalent to an amount of INR \_\_\_\_\_ (Rupees \_\_\_\_\_ only) i.e. ten percent of the said value of the Contract (excluding excise duty and service tax on work contract) to the Employer.

We, the (**Name of Bank**), as instructed by the CONTRACTOR, agree unconditionally and irrevocably to Guarantee as primary obligator and not as Surety merely, the payment to CLE on its first demand without whatsoever right of objection on our part and without his first claim to the CONTRACTOR, in the amount not exceeding INR \_\_\_\_\_

(Rupees \_\_\_\_\_ only) as aforesaid at any time up to \_\_\_\_\_ without any demur reservation, contest, recourse or protest and/or without any reference to the CONTRACTOR

We undertake not to revoke this Guarantee during its currency and further agree that the guarantee herein contained shall continue to be enforceable till the CONTRACTOR discharges this Guarantee.

We further agree that no change of addition to or other modification of the terms of the Contract or Works to be performed there under or of any of the contract documents which may be made between CLE and the CONTRACTOR, shall in any way release us from any liability under this Guarantee and we hereby waive notice of any such change addition or modification.

This Guarantee shall remain valid and in full effect from the date of the advance payment under the Contract and up to\_\_\_\_\_.

This Guarantee shall be interpreted and be governed by laws of India. Any dispute arising out of or in relation to this guarantee shall be subject to exclusive jurisdiction of courts at Chennai, India.

**Notwithstanding anything contained herein above.**

Our liability under this Bank Guarantee is restricted to INR \_\_\_\_\_(Rupees \_\_\_\_\_ only).

The Bank Guarantee shall be valid up to \_\_\_\_\_ after which all CLE’s rights under this Guarantee shall be forfeited and the Bank Shall be relieved and discharged from all liabilities there under.

We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if CLE serves upon the Bank a written claim or demand on or before \_\_\_\_\_ (Including the six months claim period).

Yours truly,

Signature of the authorized signatory of the Bank with Seal of the Bank

**WITNESSES:**

- 1.
- 2.

**FORMAT OF THE AGREEMENT TO BE SIGNED BY THE CONTRACTOR WITH CLE****AGREEMENT**

This agreement made this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ between Council for Leather Exports, Chennai - 600 008 (hereinafter referred to as the "Employer") of the one part and \_\_\_\_\_ (Name of the Tenderer with full address) (hereinafter referred to as the "Contractor") of the other part.

Whereas CLE is desirous that certain work be entrusted to the Contractor viz \_\_\_\_\_ (brief description of the work) and has accepted a Tender by the Contractor for the work in the sum of \_\_\_\_\_ (Contract Price in words and figures) (hereinafter referred to as the "Contract Price").

Now this agreement witnesseth as follows:

1. In this agreement words and expression shall have the same meanings as are respectively assigned to them in the conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this agreement viz.
  - a. The Tender document issued by CLE and the addenda thereon.
  - b. The Tender submitted by the Contractor including the Schedule of Prices and Annexure to the schedule of Prices.
  - c. The Technical Specifications
  - d. The General Conditions of the Contract
  - e. The Special Conditions of Contract
  - f. Clarifications, declarations provided by the Contractor in response to the queries of PMC / CLE, and
  - g. CLE's notification of award
3. In consideration the payments to be made by CLE to the Contractor as hereinafter mentioned, the Contractor hereby covenants with CLE for the work and services and

to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. CLE hereby covenants to pay the Contractor in consideration for the work and services and the remedying of defects therein, the Contract price or such other sums as may become payable under the provisions of the Contract at the time and in the manner prescribed by the Contract.

In witness whereof the parties hereto have caused this agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed and delivered by the

Said \_\_\_\_\_ (for CLE)

In the Presence of \_\_\_\_\_

Signed, sealed and delivered by the

Said \_\_\_\_\_ (for the Contractor)

In the presence of \_\_\_\_\_

Place:

Date:

**SECTION 1.C.**  
**SAFETY CODE**

**SAFETY CODE**

1. Suitable scaffolds should be provided for workmen for all works that cannot safely be done from the ground, or from solid construction except such short period work as can be done safely from ladders. When a ladder is used, an extra mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying materials as well suitable footholds and hand-hold shall be provided on the ladder and the ladder shall be given an inclination not steeper than  $\frac{1}{4}$  to  $1\frac{1}{4}$  horizontal and 1 vertical.)
2. Scaffolding of staging more than 3.6 m (12ft.) above the ground or floor, swung or suspended from an overhead support or erected with stationary support shall have a guard rail properly attached or bolted, braced and otherwise secured at least 90 cm. (3ft.) high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such opening as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.
3. Working platforms, gangways and stairways should be so constructed that they should not sag unduly or unequally, and if the height of the platform or the gangway or the stairway is more than 3.6 m (12ft.) above ground level or floor level, they should be closely boarded, should have adequate width and should be suitably fastened as described in (2) above.
4. Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of person or materials by providing suitable fencing or railing whose minimum height shall be 90 cm. (3ft.).
5. Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9m. (30ft.) in length while the width between side rails in rung ladder shall in no case be less than 29 cm. (11½") for ladder upto and including 3 m. (10 ft.) in length. For longer ladders, this width should be increased at least  $\frac{1}{4}$ " for each additional 30 cm. (1 foot) of length. Uniform step spacing of not more than 30 cm shall be kept. Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites or work shall be so stacked or placed as to cause danger or inconvenience to any person or the public. The contractor shall provide all necessary fencing and lights to protect the public from accident and shall be bound to bear the expenses of defence of every suit, action or other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above

- precautions and to pay any damages and cost which may be awarded in any such suit; action or proceedings to any such person or which may, with the consent of the contractor, be paid to compensate any claim by any such person.
6. Excavation and Trenching - All trenches 1.2 m. (4ft.) or more in depth, shall at all times be supplied with at least one ladder for each 30 m. (100 ft.) in length or fraction thereof, Ladder shall extend from bottom of the trench to at least 90 cm. (3ft.) above the surface of the ground. The side of the trenches which are 1.5 m. (5ft.) or more in depth shall be stepped back to give suitable slope or securely held by timber bracing, so as to avoid the danger of sides collapsing. The excavated materials shall not be placed within 1.5 m. (5ft.) of the edges of the trench or half of the depth of the trench whichever is more. Cutting shall be done from top to bottom. Under no circumstances, undermining or undercutting shall be done.
  7. Demolition - Before any demolition work is commenced and also during the progress of the work,
    - (i) All roads and open areas adjacent to the work site shall either be closed or suitably protected.
    - (ii) No electric cable or apparatus which is liable to be a source of danger or a cable or apparatus used by the operator shall remain electrically charged.
    - (iii) All practical steps shall be taken to prevent danger to persons employed from risk of fire or explosion or flooding. No floor, roof or other part of the building shall be so overloaded with debris or materials as to render it unsafe.
  8. All necessary personal safety equipment as considered adequate by the Engineer-in-Charge should be kept available for the use of the person employed on the site and maintained in a condition suitable for immediate use, and the contractor should take adequate steps to ensure proper use of equipment by those concerned: The following safety equipment shall invariably be provided.
    - i) Workers employed on mixing asphaltic materials, cement and lime mortars shall be provided with protective footwear and protective goggles.
    - ii) Those engaged in white washing and mixing or stacking of cement bags or any material which is injurious to the eyes, shall be provided with protective goggles.
    - iii) Those engaged in welding works shall be provided with welder's protective 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 handled by two men standing outside to enable him to be pulled out during emergency.
  - f) The area should be barricaded or cordoned of by suitable means to avoid mishaps of any kind. Proper warning signs should be displayed for the safety of the public whenever cleaning works are undertaken during night or day.
  - g) No smoking or open flames shall be allowed near the blocked manhole being cleaned.
  - h) The malba obtained on account of cleaning of blocked manholes and sewer lines should be immediately removed to avoid accidents on account of slippery nature of the malba.
  - i) Workers should not be allowed to work inside the manhole continuously. He should be given rest intermittently. The Engineer-in-Charge may decide the time up to which a worker may be allowed to work continuously inside the manhole.
  - j) Gas masks with Oxygen Cylinder should be kept at site for use in emergency.

- k) Air-blowers should be used for flow of fresh air through the manholes. Whenever called for, portable air blowers are recommended for ventilating the manholes. The Motors for these shall be 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 air blowers (when necessary). They must be supplied with barrier cream for anointing the limbs before working inside the sewer lines.
- n) Workmen descending a manhole shall try each ladder stop or rung carefully before putting his full weight on it to guard against insecure fastening due to corrosion of the rung fixed to manhole well.
- o) If a man has received a physical injury, he should be brought out of the sewer immediately and adequate medical aid should be provided to him.
- p) The extent to which these precautions are to be taken depend on individual situation but the decision of the Engineer-in-Charge regarding the steps to be taken in this regard in an individual case will be final.
- vi.) The Contractor shall not employ men and women below the age of 18 years on the work of painting with products containing lead in any form. Wherever men above the age of 18 are employed on the work of lead painting, the following precaution should be taken:-
  - a) No paint containing lead or lead products shall be used except in the form of paste or readymade paint.
  - b) Suitable face masks should be supplied for use by the workers when paint is applied in the form of spray or a surface having lead paint is dry rubbed and scrapped.
  - c) Overalls shall be supplied by the contractors to the workmen and adequate facilities shall be provided to enable the working painters to wash during and on the cessation of work.

9. An additional clause (viii)(i) of Central Public Works Department Safety Code (iv) the Contractor shall not employ women and men below the age of 18 on the work of painting with product containing lead in any form, wherever men above the age of 18 are employed on the work of lead painting, the following principles must be observed for such use:
- i) White lead, sulphate of lead or product containing these pigment, shall not be used in painting operation except in the form of pastes or paint ready for use.
  - ii) Measures shall be taken, wherever required in order to prevent danger arising from the application of a paint in the form of spray.
  - iii) Measures shall be taken, wherever practicable, to prevent danger arising out of from dust caused by 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 regard to special hygienic precautions to be taken in the painting trade shall be distributed to working painters.
10. When the work is done near any place where there is risk of drowning, all necessary equipments should be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision, should be made for prompt first aid treatment of all injuries likely to be obtained during the course of the work.

11. Use of hoisting machines and tackle including their attachments, anchorage and supports shall conform to the following standards or conditions :-
- i) (a) These shall be of good mechanical construction, sound materials and adequate.  
(b) Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength, and free from patent defects.
  - ii) Every crane driver or hoisting appliance operator, shall be properly qualified and no person under the age of 21 years should be in charge of any hoisting machine including any scaffolding winch or give signals to operator.
  - iii) In case of every hoisting machine and of every chain ring hook, shackle swivel and pulley block used in hoisting or as means of suspension, the safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with the safe working load. In case of a hoisting machine having a variable safe working load each safe working load and the condition under which it is applicable shall be clearly indicated. No part of any machine or any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.
  - iv) In case of departmental machines, the safe working load shall be notified by the Electrical Engineer-in-Charge. As regards contractor's machines the contractors shall notify the safe working load of the machine to the Engineer-in-Charge whenever he brings any machinery to site of work and get it verified by the Electrical Engineer concerned.
12. Motors, gearing, transmission, electric wiring and other dangerous parts of hoisting appliances should be provided with efficient safeguards. Hoisting appliances should be provided with such means as will reduce to the minimum the risk of accidental descent of the load. Adequate precautions should be taken to reduce to the minimum the risk of any part of a suspended load becoming accidentally displaced. When workers are employed on electrical installations which are already energized, insulating mats, wearing apparel, such as gloves, sleeves and boots as may be necessary should be provided. The worker should not wear any rings, watches and carry keys or other materials which are good conductors of electricity.
13. All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities should be provided at or near places of work.

14. These safety provisions should be brought to the notice of all concerned by display on a notice board at a prominent place at work spot. The person responsible for compliance of the safety code shall be named therein by the contractor.
15. To ensure effective enforcement of the rules and regulations relating to safety precautions the arrangements made by the contractor shall be open to inspection by the Labour Officer or PMC / CLE 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 CPWD or its contractors**

**1. Application**

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

CLE prescribes the Contractor to adopt the model rules for the protection of health and sanitary arrangement for workers in this contract.

**2. Definition**

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

**3. First aid facility**

- (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
  - a) For work places in which the number of contract labour employed does not exceed 50-the following equipment:-

Each first-aid box shall contain the following equipments :-

- 1. 6 small sterilized dressings.
- 2. 3 medium size sterilized dressings.
- 3. 3 large size sterilized dressings.
- 4. 3 large sterilized burn dressings.
- 5. 1 (30 ml.) bottle containing a two per cent alcoholic solution of iodine.
- 6. 1 (30 ml.) bottle containing salvolatile having the dose and mode of administration indicated on the label.
- 7. 1 snakebite lancet.
- 8. 1 (30 gms.) bottle of potassium permanganate crystals.
- 9. 1 pair scissors.
- 10. 1 copy of the first-aid leaflet issued by the Director General, Factory Advice Service and Labour Institutes, Government of India.
- 11. 1 bottle containing 100 tablets (each of 5 gms.) of aspirin.

12. Ointment for burns.
  13. A bottle of suitable surgical antiseptic solution.
- b) For work places in which the number of contract labour exceed 50. Each first-aid box shall contain the following equipments.
1. 12 small sterilized dressings.
  2. 6 medium size sterilized dressings.
  3. 6 large size sterilized dressings.
  4. 6 large size sterilized burn dressings.
  5. 6 (15 gms.) packets sterilized cotton wool.
  6. 1 (60 ml.) bottle containing a two per cent alcoholic solution iodine.
  7. 1 (60 ml.) bottle containing salvolatile having the dose and mode of administration indicated on the label.
  8. 1 roll of adhesive plaster.
  9. 1 snake bite lancet.
  10. 1 (30 gms.) bottle of potassium permanganate crystals.
  11. 1 pair scissors.
  12. 1 copy of the first-aid leaflet issued by the Director General Factory Advice Service and Labour Institutes /Government of India.
  13. A bottle containing 100 tablets (each of 5 gms.) of aspirin.
  14. Ointment for burns.
  15. A bottle of suitable surgical antiseptic solution.
- (iii) Adequate arrangements shall be made for immediate recoument of the equipment when necessary.
- (iv) Nothing except the prescribed contents shall be kept in the First-aid box.
- (v) The first-aid box shall be kept in charge of a responsible person who shall always be readily available during the working hours of the work place.
- (vi) A person in charge of the First-aid box shall be a person trained in First-aid treatment in the work places where the number of contract labour employed is 150 or more.
- (vii) In work places where the number of contract labour employed is 500 or more and hospital facilities are not available within easy distance from the works. First-aid posts shall be established and run by a trained compounder. The compounder shall be on duty and shall be available at all hours when the workers are at work.

- (viii) Where work places are situated in places which are not towns or cities, a suitable motor transport shall be kept readily available to carry injured person or person suddenly taken ill to the nearest hospital.

#### **4. Drinking water**

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

#### **5. Washing facility**

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

#### **6. Latrines and urinals**

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



Provided that, where the number of males or females exceeds 100, it shall be sufficient if there is one latrine for 25 males or females as the case may be upto the first 100, and one for every 50 thereafter.

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

- (ix) The contractor shall at his own expense, carry out all instructions issued to him by the Engineer-in-Charge to effect proper disposal of night soil and other conservancy work in respect of the contractor's workmen or employees on the site. The contractor shall be responsible for payment of any charges which may be levied by Municipal or Cantonment Authority for execution of such on his behalf.

## **7. Provision of shelters during rest**

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

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

## **8. Creches**

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

**9. Canteens**

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

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

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

- (xii) Sufficient tables stools, chair or benches shall be available for the number of diners to be accommodated as prescribed in sub-Rule 9.
- (xiii) (a) 1. There shall be provided and maintained sufficient utensils crockery, furniture and any other 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 amounts spent on the provision and maintenance of equipments provided for the canteen
- (xvii) The accounts pertaining to the canteen shall be audited once every 12 months by registered accountants and auditors.

**10. Anti-malarial precaution**

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

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

**11. Amendments**

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

## CONTRACTOR'S LABOUR REGULATIONS

### 1. Short title

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

CLE prescribes the contractor to follow the labour regulations in addition to the all other statutory regulations as required in this contract and prescribed elsewhere in this document.

### 2. Definitions

(i) means any person employed by C.P.W.D./PWD (DA) or its contractor directly or indirectly through a subcontractor with or without the knowledge of the Central Public Works Department/PWD (DA) to do any skilled, semiskilled or unskilled manual, supervisory, technical or clerical work for hire or reward, whether the terms of employment are expressed or implied but does not include any person:-

a) Who is employed mainly in a managerial or administrative capacity : or

b) Who, being employed in a supervisory capacity draws wages exceeding five hundred rupees per mensem or exercises either by the nature of the duties attached to the office or by reason of powers vested in him, functions mainly of managerial nature: or

c) Who is an out worker, that is to say, person to whom any article or materials are given out by or on behalf of the principal employers to be made up cleaned, washed, altered, ornamental finished, repaired adopted or otherwise processed for sale for the purpose of the trade or business of the principal employers and the process is to be carried out either in the home of the out worker or in some other premises, not being premises under the control and management of the principal employer.

(ii) means wages whether for time or piece work fixed and notified under the provisions of the Minimum Wages Act from time to time.

(iii) shall include every person who undertakes to produce a given result other than a mere supply of goods or articles of manufacture through contract labour or who supplies contract labour for any work and includes a subcontractor.

(iv) shall have the same meaning as defined in the Payment of Wages Act.

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

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

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

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

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

**4. Display of Notice regarding wages etc**

The contractor shall before he commences his work on contract, display and correctly maintain and continue to display and correctly maintain in a clear and legible condition in conspicuous places on the work, notices in English and in the local Indian languages spoken by the majority of the workers giving the minimum rates of wages fixed under Minimum Wages Act, the actual wages being paid, the hours of work for which such wage are earned, wages periods, dates of payments of wages and other relevant information as per Annexure 1.

**Payment of wages**

(i) The contractor shall fix wage periods in respect of which wages shall be payable.

(ii) No wage period shall exceed one month.

(iii) The wages of every person employed as contract labour in an establishment

or by a contractor where less than one thousand such persons are employed shall be paid before the expiry of seventh day and in other cases before the expiry of tenth day after the last day of the wage period in respect of which the wages are payable.

- (iv) Where the employment of any worker is terminated by or on behalf of the contractor the wages earned by him shall be paid before the expiry of the second working day from the date on which his employment is terminated.
- (v) All payment of wages shall be made on a working day at the work premises and during the working time and on a date notified in advance and in case the work is completed before the expiry of the wage period, final payment shall be made within 48 hours of the last working day.
- (vi) Wages due to every worker shall be paid to him direct 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 deductions of any kind except those specified by the Central Government by general or special order in this behalf or permissible under the Payment of Wages Act 1956.
- (ix) A notice showing the wages period and the place and time of disbursement of wages shall be displayed at the place of work and a copy sent by the contractor to the PMC / CLE 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 “Wage-cum-Muster Roll” as the case may be in the following form:-

## **5. Fines and deductions which may be made from wages**

- (i) The wages of a worker shall be paid to him without any deduction of any kind except the following :-



- (a) Fines
  - (b) Deductions for absence from duty i.e. from the place or the places where by the terms of his employment he is required to work. The amount of deduction shall be in proportion to the period for which he was absent.
  - (c) Deduction for damage to or loss of goods expressly entrusted to the employed person for custody, or for loss of money or any other deduction which he is required to account, where such damage or loss is directly attributable to his neglect or default.
  - (d) Deduction for recovery of advances or for adjustment of overpayment of wages, advances granted shall be entered in a register.
  - (e) Any other deduction which the Central Government may from time to time allow.
- (ii) No fines should be imposed on any worker save in respect of such acts and omissions on his part as have been approved of by the Chief Labour Commissioner.

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

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

## **6. 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 (Annexure 2)
- (ii) The contractor shall maintain a Muster roll register in respect of all workmen

employed by him on the work under Contract in Form XVI of the CL (R&A) Rules 1971 (Annexure 3).

- (iii) The contractor shall maintain a wage Register respect of all workmen employed by him on the work under contract in Form XVII of the CL (R&A) Rules 1971 (Annexure 4).
- (iv) Register of accident - The contractor shall maintain a register of accidents in such form as may be convenient at the work place but the same shall include the following particulars:
  - a) Full particulars of the labourers who met with accident.
  - b) Rate of Wages.
  - c) Sex
  - d) Age
  - e) Nature of accident and cause of accident.
  - f) Time and date of accident.
  - g) Date and time when admitted in Hospital,
  - h) Date of discharge from the Hospital.
  - i) Period of treatment and result of treatment.
  - j) Percentage of loss of earning capacity and disability as assessed by Medical Officer.
  - k) Claim required to be paid under Workmen's Compensation Act.
  - l) Date of payment of compensation.
  - m) Amount paid with details of the person to whom the same was paid.
  - n) Authority by whom the compensation was assessed.
  - o) Remarks
- (v) The contractor shall display in a good condition and in a conspicuous place of work the approved list of acts and omissions for which fines can be imposed (Annexure 5)
- (vi) The contractor shall maintain a Register of Fines in the Form XII of the CL (R&A) Rules 1971 (Annexure 6)
- (vii) The contractor shall maintain a Register of deductions for damage or loss in Form XX of the CL (R&A) Rules 1971 (Annexure 7)
- (viii) The contractor shall maintain a Register of Advances in Form XXIII of the CL (R&A) Rules 1971 (Annexure 8)
- (ix) The contractor shall maintain a Register of Overtime in Form XXIII of the CL (R&A) Rules 1971 (Annexure 9)

**7. 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 (Annexure 10 and 11)
- (ii) The card shall be valid for each wage period.
- (iii) The contractor shall mark the attendance of each workman on the card twice each day, once at the commencement of the day and again after the rest interval, before he actually starts work.
- (iv) The card shall remain in possession of the worker during the wage period under reference.
- (v) The contractor shall complete the wage slip portion on the reverse of the card at least a day prior to the disbursement of wages in respect of the wage period under reference.
- (vi) The contractor shall obtain the signature or thumb impression of the worker on the wage slip at the time of disbursement of wages and retain the card with himself.

**8. Employment card**

The contractor shall issue an Employment Card in Form XIV of the CL (R&A) Central Rules 1971 to each worker within three days of the employment of the worker (Annexure 12).

**9. Service certificate**

On termination of employment for any reason whatsoever the contractor shall issue to the workman whose services have been terminated, a Service certificate in Form XV of the CL (R&A) Central Rules 1971 (Annexure 13).

**10. Preservation of labour records**

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

**11. Power of labour officer to make investigations or 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 Wage Clauses and the Provisions of these Regulations. He shall investigate into any complaint regarding the default made by the contractor or subcontractor in regard to such provision.

**12. 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, to which the default has been committed with a note that necessary deductions from the contractor's bill be made and the wages and other dues be paid to the labourers concerned. In case an appeal is made by the contractor under Clause 13 of these regulations, actual payment to labourers will be made by the Executive Engineer after the Superintending Engineer has given his decision on such appeal.

**13. Appeal against the decision of labour officer**

Any person aggrieved by the decision and recommendations 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 of decision, forwarding simultaneously a copy of his appeal to the Executive Engineer concerned but subject to such appeal, the decision of the officer shall be final and binding upon the contractor.

**14. Prohibition recording representation through lawyer**

i) A workman shall be entitled to be represented in any investigation or enquiry under these regulations by:-

- a) An officer of a registered trade union of which he is a member.
- b) An officer of a federation of trade unions to which the trade union referred to in clause (a) is affiliated.
- c) Where the employer is not a member of any registered trade union, by an officer of a registered trade union, connected with the industry in which the worker is employed or by any other workman employed in the industry in which the worker is employed.

ii) An employer shall be entitled to be represented in any investigation or enquiry under these regulations by

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

**15. Inception of books and slips**

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

**16. Submission of returns**

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

**17. Amendments**

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

**Annexure I**  
**Labour Board**

Name of work \_\_\_\_\_

Name of contractor \_\_\_\_\_

Address of contractor \_\_\_\_\_

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

Weekly holiday \_\_\_\_\_

Wage paid \_\_\_\_\_

Date of payment of wages \_\_\_\_\_

Working hours \_\_\_\_\_

Rest interval \_\_\_\_\_

**Annexure 2**

**Form – XIII (See Rule 75)  
Register of workmen employed by Contractor**

**Name and address of contractor.....**

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

**Nature and location of work.....**

**Name and address of Principal Employer.....**

S. No.	Name and surname of workman	Age and sex	Father's name / Husband's name	Nature of employment / designation	Permanent home address of the workman (Village, Tehsil, Taluk and District)	Local address	Date of commencement of employment	Signature or thumb impression of the workman	Date of termination of employment	Reasons for terminations	Remarks
1	2	3	4	5	6	7	8	9	10	11	12

**Annexure 3**

**Form-XVI (See Rule 78(2)(a))  
Muster Roll**

Name and address of contractor.....

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

Nature and location of work.....

Name and address of Principal Employer. ....For the Month of fortnight.....

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



Annexure 4

Form XVII (See Rule 78(2)(a))  
Register of wages

Name and address of contractor.....

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

Nature and location of work.....

Name and address of Principal Employer. ....wages Period: Month / Fortnight

S. No.	Name of workman	Serial no. in the register of workmen	Designation / nature of work done	No. of days worked	Units of work done	Daily rate of wages / piece rate	Amount of wages earned					Deductions if any (indicate nature)	Net amount paid	Signature of thumb impression of the workman	Initial of contractor or his representative
							Basic wages	Dearness allowance	Overtime	Other cash payments (indicate nature)	Total				
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16

## Annexure 5

**LIST OF ACTS AND OMISSIONS FOR WHICH FINES CAN BE IMPOSED**

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

1. Wilful insubordination or disobedience, whether alone or in combination with other.
2. Theft fraud or dishonesty in connection with the contractors 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 unauthorized particles at the work place.
15. Bad workmanship in construction and maintenance by skilled workers which is not approved by the Department and for which the contractors are compelled to undertake 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 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.

Annexure 6

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

Register of Fines

Name and Address of contractor .....

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

Nature and location of work .....

Name and address of Principal Employer .....

S. No.	Name of workman	Father's / Husband's name	Designation / nature of employment	Act / Omission for which fine imposed	Date of offence	Whether workman showed cause against fine	Name of person in whose presence employee's explanation was heard	Wage period and wages payable	Amount of fine imposed	Date on which fine realized	Remarks
1	2	3	4	5	6	7	8	9	10	11	12

Annexure 7

**Form-XX (See Rule 78(2) (d))  
Register of Deduction for Damage of Loss**

Name and Address of contractor .....

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

Nature and location of work .....

Name and address of Principal Employer .....

S. No.	Name of workman	Father's / Husband's name	Designation / nature of employment	Particulars of damage or loss	Date of damage or loss	Whether workman showed cause against deduction	Name of person in whose presence employee's explanation was heard	Amount of deduction imposed	No. of instalments	Date of recovery		Remarks
										First instalment	Last instalment	
1	2	3	4	5	6	7	8	9	10	11	12	

Annexure 8

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

Register of Advances

Name and Address of contractor .....

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

Nature and location of work .....

Name and address of Principal Employer .....

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

Annexure 9

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

Register of Overtime

Name and Address of contractor .....

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

Nature and location of work .....

Name and address of Principal Employer .....

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



**Annexure 11**

**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**



**Annexure 12**

**Form-XIV**

**[See rule 76]**

**Employment Card**

**Name and Address of contractor** .....

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

**Name of work and location of work** .....

**Name and address of Principal Employer** .....

**1. Name of the workman** .....

**2. Sl. No. in the register of workman employed** .....

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

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

**5. Wage period** .....

**6. Tenure of employment** .....

**7. Remarks** .....

**Signature of contractor**

Annexure 13

**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.....

S. NO.	Total period for which employed		Nature of work done	Rate of wages (with particulars of unit in case of piece work)	Remarks
	From	To			
1	2	3	4	5	6