

**ESTABLISHMENT OF
TESTING LAB AND DESIGN STUDIO (TL&DS),
AT AGRA, UTTAR PRADESH**

NOTICE INVITING TENDER

Tender Notice No : TL&DS/2014/ dated 23-09-2014

**TENDER DOCUMENT
FOR
CONSTRUCTION OF BUILDING
(CIVIL & PEB STRUCTURE)
FOR ESTABLISHMENT OF TESTING LAB AND DESIGN
STUDIO
AT AGRA, UTTAR PRADESH.**

Issued by

COUNCIL FOR LEATHER EXPORTS

(Sponsored Ministry of Commerce & industry, Government of India)

Registered Office & Head office: CMDA Tower-II, 3rd Floor,
Gandhi-Irwin Bridge Road, Egmore, Chennai - 600 008, India

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**TENDER DOCUMENT
FOR
ESTABLISHMENT OF TESTING LAB AND DESIGN STUDIO
(TL&DS),
AT AGRA, UTTAR PRADESH**

Tender Document

Part - 1

BRIEF SUMMARY

SECTION-A	INSTRUCTIONS TO BIDDERS (ITB)
SECTION-B	PROFORMA OF SCHEDULES
SECTION-C	GENERAL CONDITIONS OF CONTRACT
SECTION-D	SAFETY CODE

BRIEF SUMMARY

BRIEF SUMMARY

SCOPE OF WORK

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. A detailed description of the area, building and work involved is given in this section below.

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.

DESCRIPTION OF WORK

AFMEC (Agra Footwear Manufacturers and Exporters Chamber) has around 80 members and is instrumental in addressing the infrastructural needs of the Agra footwear cluster. The AFMEC now proposes to establish a Testing Laboratory and Design Studio at Agra.

The Testing laboratory shall comprise facilities for Physical Testing, Chemical Testing and other auxillary equipments. While the Design Centre shall have facilities for Pattern Development, Surface and Solid Modelling, Re-engineering, CNC Milling and other allied services.

The proposed project is funded by Govt. of India wide ASIDE scheme through Council for Leather Exports (CLE), Sponsored by Ministry of Commerce and Industry, Government of India. CSIR-CLRI (Council of Scientific and Industrial Research-Central Leather Research Institute), Chennai has been appointed as Project Management Consultant (PMC) for supervision and monitoring of the project.

SITE LOCATION

For this purpose, AFMEC has purchased a land parcel of approximately 1 acre, adjacent to Proposed Agra Trade Centre, around 21 kilometres from Agra Town on the NH-2 Agra-Delhi highway.

MAJOR STRUCTURES

The premises shall house the Testing laboratory and Design Studio Block (1600 sqm) along with other utilities.

The major pre-engineered building (PEB) structures to be built are

1. Building shall be of (1600 sqm) 20 m width and 40 m length housing testing labs, design studio, reception and toilets etc.
2. Around 60 - 80% of the building shall be covered by structural glazing and aluminum composite panels
3. Toilet facilities to be provided in ground and first floor.

4. Gate house to house securities and also the gates, shall be covered by structural glazing and aluminum composite panels
5. Boundary wall to be provided around the building
6. Electrical panels room to be provided
7. One RCC overhead water tank of 15000 litres capacity to be provided with underground sump of 20000 litres capacity
8. Sump shall have a submersible pump of capacity 10m³/hr
9. Submersible pumps shall be used for pumping of water from sump to Overhead water tank
10. RCC underground Septic tank tank of 1 lakh litre capacity

ROAD AND STORM WATER DRAIN

Bitumen road of around 720 sqm shall be laid in front of the main building for the movement and parking of two wheelers and four wheelers. All the roads shall be properly lit, along with one number of mast light.

Proper storm water drain line shall be provided. The storm drain will be connected to rain water harvesting system in the adjacent building.

GARDEN

One number of Bore well of 6" dia to a depth of 100' to be made with pump etc., complete.

Around 500 sqm of land area shall be designed as garden with grass, trees, bushes, shrubs, plants etc.

POWER

Obtaining electrical power connection for the whole area and other approvals from the local authority shall also be under the scope of this contract. The area shall have one transformer, one DG set, panel boards etc., complete.

AIR CONDITIONING

90 Nos of 2 tons Split Air conditioning system is estimated to be installed at the building.

FIRE ALARM SYSTEM

The complete building shall be provided fire extinguisher and sand filled buckets strategic location. Approvals for fire-fighting system to be taken by the bidder. No sprinklers are to be provided but fire alarms are to be provided.

SECURITY ROOM

The building shall be secured at the entrance with a boundary wall or fence, main gates and wicket gate with guard room.

DATA& COMMUNICATION

The complete building shall be a Wi-Fi zone and shall have data and telephone points at vantage points. Both ground and first floors underground ducts to be provided. CMS to be provided wherever required.

FACILITIES AT GROUND FLOOR

The building shall be 60 cm above the ground and shall have clear 4.5 m upto beam bottom. The communication and electrical backup rooms shall also be provided; there shall be a long registration or front office desk. Apart from this the front area shall also house a back office.

FACILITIES AT FIRST FLOOR

The first floor shall again have clear ht. of 4.5 m from the finished floor to beam bottom.

OTHERS

All areas shall be provided with required soft boards, white boards and all other items as specified in the BOQ. Staircase, granite topped laboratory benches, sinks, drainage system, cupboards etc., also to be provided.

SECTION A
INSTRUCTIONS TO BIDDERS (ITB)

INTRODUCTION

- 1.1 The Agra Footwear Manufacturers & Exporters Chamber (AFMEC), a leading association of footwear manufacturers and exporters in Agra, proposes to establish a Testing Lab and Design Studio at Agra. Towards this task, the CLE has engaged CSIR-CLRI for establishment of Testing Lab and Design Studio with required facilities. CSIR-CLRI has been appointed PMC for this project. The project is funded by the Ministry of Commerce and Industry, Government of India.
- 1.2 The Council for Leather Exports (CLE), Chennai is the project implementation agency. The contact details of the CLE is given below:

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

The contact details of extension office CLE at Agra is:

AGRA EXTENSION OFFICE
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
Email: cleagra@cleindia.com

- 1.3 CSIR-CLRI, Chennai is the Project Management Consultant (PMC) engaged by CLE for establishment of Testing Lab and Design Studio at Agra. As such the CSIR-CLRI will be responsible for overall management of the project. The contact details of CSIR-CLRI are given under:

The Director,
Central Leather Research Institute (CSIR-CLRI)
(Council for Scientific and Industrial Research)
Adyar, Chennai - 600 020
Tel: 044-24916351/ 2443 7240
Fax: 044-24911589
Email: directorclri@gmail.com ; ethiravi@yahoo.com

1.4 Brief description of proposed work involves the following:

(i)	Proposed Site	The proposed Testing Lab and Design Studio is easily accessible by road, rail and air. It is around 21 km from Agra Town on the NH-2 Agra-Delhi highway.
(ii)	Brief Scope of Work - Agra Testing Lab and Design Studio	<p>The proposed building is for Testing Laboratory for Footwear components (Physical and Chemical testing for raw material, footwear components) and Design Studio for Footwear (CAD/ CAM, Re-engineering, Design assistance for Mould and die making)</p> <p>Establishment of Testing Lab and Design Studio (P) about 800 m² area in Ground Floor and 800 m² in First Floor with a total area of 1600 m² at Agra, UP.</p> <p>The work involves Preparation of Architectural and working drawings, site development, soil investigation & foundation design, structural design, 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 reputed university. Cost of vetting the design by the IIT or reputed university shall be borne by the contractor.</p> <p>Soil investigation is to be carried out by the contractor to arrive at the foundation design</p> <p>On approval of designs, the contractor has to prepare and submit detailed engineering drawings and BAR chart to PMC.</p> <p>Laying of bituminous roads, paving of walkways, paving the car park area</p> <p>Electrical works including supply, installation of LT panel boards, cabling, transformer, DG set, change over switches, servo controlled stabilizers, adequate power points for equipment to be installed in testing lab & design studio, lighting system inside and outside the buildings, obtaining electrical service connections (temporary and permanent) for the designed load.</p> <p>Supply and installation of air conditioning</p>

		<p>system, interiors for Testing Lab and Design Studio.</p> <p>Supply and installation of fire extinguisher.</p> <p>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.</p> <p>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.</p> <p><u>Note: Any other items required for the successful completion of the Testing lab and design studio 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.</u></p>
(iii)	Earnest Money Deposit (EMD)	<p>Rs. 11.8 Lakhs</p> <p>Earnest Money shall be submitted at the time of submission of tender comprising of</p> <p>Pre-qualification bid, (Part A)</p> <p>Technical bid (Part B) and</p> <p>Financial Bid (Part C)</p> <p>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.</p> <p>Cheque for EMD will not be accepted. Tenders which are not accompanied with Earnest Money Deposit shall be summarily rejected.</p>
(iv)	Period of completion	<p>6 (Six) calendar months including monsoon Period from the date of releases of work order.</p>
(v)	Bidding procedure	<p>Three bid system</p> <p>1. Prequalification bid (Part A).</p>

		<p>2. Technical bid (Part B). 3. Financial bid (Part C). Part B of the bidders shall be opened only if their Part A (pre-qualification) Bid qualifies.</p>
(vi)	Stipulated Dates of Tendering activities.	<p>1. Prequalification bid (Part A) - opening on <u>27.10.2014, 3.00PM</u> at CLE office Chennai 2. Technical bid (Part B) - opening date will be intimated later and same will be opened at CLE, Chennai 3. Financial bid (Part C) - opening date will be intimated later and same will be opened at CLE, Chennai</p>
(vii)	Cost of tender document	Rs. 7500/- to be remitted by Demand draft favouring Council for leather exports, payable at Chennai or by cash (Non-returnable).

2.0 SCOPE OF WORK

2.1 Scope of work for Testing Lab and Design Studio

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.

The proposed building is for Testing Laboratory for Footwear components (Physical and Chemical testing for raw material, footwear components) and Design Studio for Footwear (CAD/ CAM, Re-engineering, Design assistance for Mould and die making)

Establishment of Testing Lab and Design Studio (P) about 800 m² area in Ground Floor and 800 m² in First Floor with a total area of 1600 m² at Agra, UP.

The work involves Preparation of Architectural and working drawings, site development, soil investigation & foundation design, structural design, 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 reputed university Cost of vetting the design by the IIT or reputed university shall be borne by the contractor.

Soil investigation is to be carried out by the contractor to arrive at the foundation design

On approval of designs, the contractor has to prepare and submit detailed engineering drawings and BAR chart to PMC.

Laying of concrete/bituminous roads, paving of walkways, paving the car park area

Electrical works including supply, installation of LT panel boards, cabling transformers, DG set, change over switches, servo controlled stabilizers, adequate power points for equipments to be installed in testing lab & design studio, lighting system inside and outside the buildings, obtaining electrical service connections (temporary and permanent) for the design load.

Supply and installation of air conditioning system, interiors for Testing Lab and Design Studio.

Supply and installation of fire extinguisher.

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.

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: Any other items required for the successful completion of the Testing lab and design studio 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.

3. Project duration

- 3.1 The entire Works given in the Scope of work shall be completed within a period of **Six (6) months** from the date of award of Work Order.
- 3.2 Tenderers shall submit together with Tender a details program 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

The Climate of Agra is generally hot and dry. The temperatures range from 1°C to 45°C.

5. Prequalification Criteria for Tenderer

5.1 Eligibility Criteria for Tendering Documentation

To be eligible for award of the contract, each bidder in its name,

- (i) Should have Average Annual Financial Turnover during the last 3 years, ending 31st March 2014, at least 80% of the approximate value of the work which is Rs. 472 lakhs.
- (ii) Should have Bank Solvency Certificate of a Nationalized Bank / Scheduled Bank for a minimum of 412 lakhs.
- (iii) Should have experience of having successfully completed during the last 5 (Five) years ending 31st December 2013 (based on certification of performance by the client of the works)
 - (a) **3 (Three)** similar works each of value not less than **236 lakhs.**
 - (or)
 - (b) **2 (Two)** similar works each costing not less than **295 lakhs (or)**
 - (c) **1 (one)** similar work costing at least **472 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 Testing Lab and Design Studio. PMC/ CLEs decision will be final.
- (v) Only those tenderers satisfying the above mentioned the eligibility criteria will be considered for further process.

Note: Similar nature of work means building construction with pre-engineered building incorporating integral building services such as plumbing, electrical installation, carpentry, floors, glazing, ACP, fire-fighting and air conditioning etc.

5.2 Selection Criteria for Pre-Qualification Bid

- (i) The tenderer should have completed similar projects of industrial building/ Testing Lab and Design Studio/ commercial buildings. The tenderer has to secure a minimum of 70 Marks based on the following grading methodology for the prequalification bid.

- (ii) General Contractor shall have ability to carry out at least 100% of contract works (all works) by its own means, (financial capabilities, equipment, materials), and has an access to credit limits and other financial sources which can assure the required cash flow for realisation of investment for the duration of the contract.
- (iii) Necessary Proof evidencing contract receipt in the books of accounts supported with the Contract receipt proof in the bank statement of the bidder should be enclosed in the Pre-Qualification bid.

S. No.	Parameter	Criteria	Weightage points	Total points
1	Construction of Pre-Engineered Building (PEB) Structure with reputed manufacturer irrespective of no. of buildings	500-1000 sqm	10	
		1001-2000 Sqm	20	
		2001-3000 sqm	30	
		>3001 sqm	40	Max 40
2.	Civil Construction	500-1000 sqm	2	
		1000-1500 sqm	5	
		>1500 sqm	10	Max10
3	Air-conditioning system	500 - 1000 sqm	2	
		1001- 1500 sqm	5	
		>1500 sqm	10	Max10
4	Interior Work	500-1000 sqm	5	
		1001-1500 sqm	10	
		>1500 sqm	15	Max15
5	Landscaping with Pavers , road work	500-1000 sqm	3	
		1001-1500 sqm	5	
		>1500 sqm	10	Max10
6	Electrical (HT and LT) Work & DG set	500-1000 sqm	3	
		1001-1500 sqm	8	
		>1500 sqm	10	Max 10
7	Experience in construction buildings for laboratories	500-1000 sqm	2	
		1001-1500 sqm	3	
		>1500 sqm	5	Max 5

** Proof of execution and completion certificate explicitly indicating this items should be enclosed by the tenderer. In the absence of the proof, the claim will not be considered.*

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 Uttar Pradesh/ Union of India

5.4 Documentation: (All in English Language only)

5.4.1 The Prequalification Tender shall be submitted in duplicate i.e, one original plus one copy. One of the volumes of the Tender shall be marked as 1st copy. "Original" List of documents to be submitted in pre-qualification bid in sealed cover 1(Part-A) are

1. Letter of tender
2. Covering letter (Appendix 1.3)
3. Proof of purchasing tender in their name
4. EMD Amount for Rs.11,80,000/- in the form of DD favouring Council for Leather Exports payable at Chennai.
5. 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.
6. Certified Power of Attorney authorized or representatives of the firm to sign the tender and all subsequent communication
7. Photo copies of the PAN no. and current sales tax registration certificate/ VAT.
8. Income Tax returns filed for last three years 2010-11 , 2011-12 and 2012-13.
9. Solvency certificate from the bank within 15 days from the date of submission of tender.
10. 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 5.2.
11. Details of manpower proposed for Project Management and for site Management including qualification and experience of the personnel.

12. 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 1.1
13. 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 1.1
14. 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.
15. List of equipment available with tenders w.r.t to PEB structure

5.4.2 List of documents to be submitted in Technical bid sealed cover (Part-B) are

1. Detailed Bar chart for the execution of the work including work methodology and plan.
2. 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)
3. Specification for flooring,
4. Specification for paintings
5. Specifications for Air- conditioning system with manufacturers details.
6. Specification details for fire extinguisher, alarm system, support details, loads considered for designing of PEB structure
7. 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
8. Specification for electrical items - transformer, DG set for Testing Lab and Design Studio with changeover switch from higher to lower capacity), LT panels, cables, floor mounted power distribution system for instruments and equipments, mounting details, total power load, loads considered for designing of PEB structure
9. Specification for sanitary fittings, toilet cubical, water supply and drainage system, size of septic tank etc., complete
10. Specification for storm water drainage system
11. Specification for bitumen roads and landscaping
12. Specification for paver blocks in walk ways and car park
13. Specification for interior and exteriors for housing equipment and instruments
14. Specification for fixtures for testing laboratory and design studio
15. Specification for in and out gates and compound wall.

16. Wherever required drawings may be enclosed.
17. As indicated in the tender document elsewhere, only reputed manufacturers of PEB structures will be considered.
18. 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.
19. A photocopy of the Schedule of Prices and Annexure to the Schedule of Prices as submitted by the tenderer in the Part C 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.
20. 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.

5.4.3 List of documents to be submitted in financial bid sealed cover (Part-C) are

1. Financial capacity as per Appendix 1.2
2. 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.
3. Since the project is on item rate contract, no escalation clause will be considered for payment.

6. One Tender per Tenderer

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

7. Cost of Tendering

- 7.1. The Tenderer shall bear all costs associates 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 should have visited the site, examined the nature thereof, pursued the Drawings and to have made himself thoroughly acquainted by his own independent observations and enquiries with the nature, topography, soil characteristic, climate details, 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 Tenderer's 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 section 14 of the instruction to Tenderer.

Tender document - Part 1	Section - A Brief Summary, Instruction to bidders (ITB) Section - B Proforma of Schedules Section -C General Conditions of Contract Section -D Safety Code
Tender document-Part 2	Specification for PEB Structure
Tender document-Part 3	Specification for Civil work
Tender document-Part 4	Specification for Electrical, Instrumentation and others
Tender document-Part 5	Bill of Quantities for Agra Testing Lab and Design Studio including civil, electrical, firefighting, interiors, sanitary items, furniture, plumbing, maintenance items etc complete
Annexure	Soil investigation report and indicative drawings

Note: In this tender document Engineer, Engineer-in-charge or Site engineer or Superintendent Engineer represents PMC/CLE or their authorized representative.

10. Sale of Tender Documents

10.1 The Tender documents can be obtained on payment of a non-refundable fee of Rs.7500/- (Rupees seven thousand five hundred only). Payment for the purchases of tender documents shall be made by a crossed demand draft drawn in favour of "Council for Leather Exports" payable in Chennai. The 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 representation 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 in all CLE's Regional Offices as mentioned in the following addresses. The application for obtaining Tender documents shall be made to the respective offices.

Chennai	The Assistant Director Council for Leather Exports CMDA Tower - II, 3 rd Floor, Gandhi Irwin Bridge Road, Egmore, Chennai:600 008. Tel:044-28594367-71 (5 lines) Fax: 044-28594363/64 Email:cle@cleindia.com
Mumbai	The Regional Director (West) Council for Leather Exports STAR HUB, Building 1, Unit No.102, 1 st Floor, Near Hotel Hyatt Regency & ITC Maratha Sahar International Airport Road, Andheri (East), Mumbai - 400 099. Tel:022-28392221 Fax:022-67256236 Email:cleb@cleindia.com
Kolkata	The Regional Director (East) Council for Leather Exports 1B, First Floor, “Duck Back House”, 41, Shakespeare Sarani, Kolkata - 700 017. Tel:033-22835479/80 Fax:033-22877270 Email:cleer@cleindia.com
Kanpur	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 Email:cleknp@cleindia.com
New Delhi	The Regional Director (North) Council for Leather Exports 1202,New Delhi House 27, Barakhamba Road, New Delhi - 110 001. Tel:011-23738151-52 Fax:011-23738153 Email:cledelhi@cleindia.com
Agra	The Assistant Director Council for Leather Exports (Extn. Office) S-6, 2 nd Floor, Friends Tower, Block No.41-B, Sanjay Place, Agra - 208 002. Tel:0562-2852619 ; Fax:0562-2854053 Email:cleagra@cleindia.com
Jalandhar	The Office In-Charge Council for Leather Exports (Extn. Office) CLRI Extension Centre (Testing Lab) Leather Complex, Kapurthala Road, Jalandhar - 144 021. Punjab. Tel:0181-2650967 ; Fax:0181-2650967 Email:clejalandhar@ymail.com

- 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 shall not be made on account of any such delays.
- 10.5 The bid documents are available for sales at Council for Leather Exports, Chennai from 26.09.2014 to 17.10.2014 on all working days up to 5.00 PM by a written application to the Executive Director of the Council along with the payment of Rs.7500/- (Rupees seven thousand five hundred only) by way of Demand Draft drawn in favor of Council for Leather Exports or by Cash.
- 10.6 The Tender document is not transferable under any circumstance.

11. Tenderer to check Documents

- 11.1 The Tenderer is particularly requested to check all dimensions, figures and the technical data shown on the drawings and its technical schedules and to 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. 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.

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, specification, terms & conditions or Tender document, 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 Tenderer 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 of demand against CLE. To receive consideration, such questions shall be submitted in writing to CLE/ PMC at least 3 days before the date of the pre-bid meeting as details in section 13 of the Instruction to Tenderers.

13. Pre-Bid Meeting

- 13.1 A Pre-Bid Meeting will be held at **11.00 AM on 20.10.2014 (Monday)** at Council for Leather Exports, S-6, 2nd Floor, Friends Tower, Block No.41-B, Sanjay Place, Agra - 282 002, Tel: 91-562-2852619. Pre-bid meeting will be held only for those tenderers who have purchased tender document.
- 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 TESTING LABORATORY AND DESIGN STUDIO" to reach CLE and CLRI (ethiravi@yahoo.com) at least 3 days 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/PMC exclusively through the issue of an addendum pursuant to section 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/PMC 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 e mail to CLE/PMC. A signed and stamped copy of the addendum shall be submitted together with the Tender documents reference sub section 24.7 of the instructions to Tenderers.
- 14.3 Adequate time for submission of Tenderer 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 conditions 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

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 on Item rate contract. The rates quoted by the tenderer in the financial bid is deemed to be all inclusive and shall be the maximum amount payable for the execution of particular item and no extras, on whatever count, shall be paid by the Employer.
- 18.2 Tenderers are required to price each and every item in the Bill of Quantity and fill in all blanks in the Technical Schedule legibly and properly. Items unpriced will not be paid for and shall be deemed to be covered in 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 Bill of Quantity priced by the Tenderer shall truly represent the amount shown in his Tender.

19. Currency of Tender

Tenderers shall quote their prices in Indian Rupees only.

20. Tender Validity

- 20.1 Tender shall remain valid for a period of ninety days (90) days from the date of submission of the Tender.
- 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 in official stationery, an advance copy of which may be sent 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 (EMD)

21.1 The tender shall be accompanied by an Earnest Money Deposit (EMD) in the form of a Demand draft from a nationalized bank in favour of "Council for Leather Exports" payable at Chennai.

21.2 Any Tender submitted without the EMD shall not be considered and shall be summarily rejected.

21.3 The EMD of unsuccessful Tenderer will be returned within Twenty (20) days of the finalization of the Contract with the successful Tenderer.

21.4 The EMD of the successful Tenderer shall be discharged 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 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 section 20.
2. The Tenderer does not accept the correction of the Tender price, pursuant to section 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 section 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 signatories to sign the Tender document. This certification shall be from the Legal Management or a Director of the Firm.

22.2 The Tender shall contain no alterations or addition, except those to comply with instruction 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 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 Cover/package as detailed in section 24 below will be received by CLE at the address mentioned in section 24.6 up to 2.00 PM on 27.10.2014 (Monday). Pre-qualification bids will be opened on 3.00 PM on the same 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 details and shall 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 section 23.

24.4 Tender submitted by fax or e-mail shall not be accepted and shall be summarily rejected.

24.5. Tender shall be submitted in Three parts viz. - PART A, PART B and PART C. Each part shall be placed in an independent sealed envelopment and these should be put in 4th Cover and sealed. Each Cover shall be super scribed as follows.

1 st Cover	: PART A	: Pre-qualification Bid for TL&DS
2 nd Cover	: PART B	: Technical Bid for TL&DS
3 rd Cover	: PART C	: Financial Bid for TL&DS

24.6 The package shall be addressed to

The Executive Director
Council for Leather Exports,
CMDA Tower II, 3rd Floor, Gandhi Irwin Bridge Road, Egmore,
Chennai 600 008
Phone no. : +91 44 2859 4367-71 (5 Lines)
Fax: 044-2859 4363-64 (2 Lines)

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

- 24.7 The Tender Prequalification Cover (Part A) shall contain the following in the sequence indicated in Section 5.3.1. The Prequalification tender shall be submitted in duplicate i.e. one original plus two copies. One of the volumes of the Tender shall be marked as “Original” while the others shall be marked as copy 1 and copy 2.
- 24.8 The Tender Technical bid Cover (Part B) shall contain the following in the sequence indicated in section 5.3.2. The Technical bid shall be submitted in duplicate i.e. one original plus two copies. One of the volumes of the Tender shall be marked as “Original” while the others shall be marked as copy 1 and copy 2.
- 24.9 The Tender Financial bid Cover (Part C) shall contain the following in the sequence indicated in section 5.3.3.

Note: The Tenderer shall strictly adhere to the formats given in the Bill of Quantity for submission of financial bid. Any deviation or alteration of the formats shall result in the Tender getting disqualified.

- 24.10 The “Pre-qualification and Technical bids” shall NOT contain the following:
- (i) Schedule of Prices of the Tender document constituting the rates of every item.
 - (ii) Any indication either direct or indirect or implicit or explicit or implied regarding the Tender Prices 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

Any Tenders received by CLE after the due date & time as per section 23 of the instruction to Tenderers will not be considered and will 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 Tenders as per section 23.1 of the instructions to Tenderers.
- 26.2 Each Tenderer’s modification or withdrawal notice shall be prepared, sealed, marked and delivered in accordance with section 24.6 of the instruction to Tenders with the outer and inner envelopers additionally marked MODIFICATION or WITHDRAWAL as appropriate.

- 26.3 No Tender may be modified or withdrawn after the due date of submission of the Tenders.
- 26.4 Withdrawal or modification of a Tender between the deadlines for submission of Tenders and the expiration of the original period to Tender validity specified in section 20.1 of the instruction to Tenderers or as extended pursuant to section 20.2 of the instructions to Tenderers may result in the forfeiture of the Tender Security.

E. TENDER OPENING AND EVALUATION

27. Bid Opening Meeting

- 27.1 Executive Director CLE or his authorized official will open the Tenders in the presence of the Tenderers or their authorized representation at 3.00 pm on 27.10.2014 (Monday) at Council for leather Exports, CMDA Tower II, 3rd Floor, Gandhi Irwin Bridge Road, Egmore, Chennai 600 008, Tel: 044-28594367.
- 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

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/ PMC in the processing of Tenderers or award decisions may result in the rejection of his Tender.

29. Procedure for Tender Evaluation

- 29.1 After opening the Tenderers, CLE will determine whether the Tenderer has fulfilled all the conditions as stipulated under section 24.7 of the instructions of 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 section 24.7 shall be liable for disqualification.
- 29.2 The Project Management Consultant will undertake a detailed evaluation of the pre-qualification bid, and will open technical bids of those tenderers who have fulfill the pre-qualification requirement. The date of technical bid opening will be intimated to the tenderers by CLE. PMC will evaluate the technical bids and a Technical Evaluation Report will be forwarded to CLE. The PMC will proceed with the evaluation of those Tenders whose technical bids have not been rejected.

- 29.3 Before processing with details evaluation, PMC 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/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 and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.
- 29.6 As per the Technical Evaluation Report of PMC, the CLE will proceed with opening of PART C Cover i.e. "**Financial bid Cover**" of those Tenderers whose **Technical bids** has been accepted. The opening of the "**Financial bid Cover**" will be done in the presence of those Tenderers or their representatives who choose to be present. The "**Financial bid Cover**" 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 PMC for any arithmetic errors. Errors will be corrected by PMC 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 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 will determine for each Tender the evaluated Tender price by adjusting the Tender price as follows:
- i. Making any correction for errors pursuant to section 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 General Conditions of Contract be increased at the expense of the successful tenderer.
- 31.3 The evaluation of the Tender Price will be based on the Tender Price submitted by the Tenderer and finally evaluated by PMC.

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.

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 bank guarantee in accordance with the provision of section 34 and the signing of the Agreement as per section 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. Security Deposit

34.1 Within 7 working days from the date of notification of the award, the successful Tenderer shall deliver to CLE the 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.

34.3 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 percent (5%) of the contract value.

35. Signing the Agreement

35.1 Within 7 working days from the 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.

36. Billing Schedule

36.1 Within thirty (30) days following commencement of the Works, the Contractor shall submit to PMC/CLE 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 be in line with the tender schedule.

36.2 Payment to the Contractor against the invoices shall be made based on the approved Billing based on the actual execution at site.

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

36.4 The rates quoted by the Contractor should be inclusive of all the applicable taxes by the statutory bodies in the locality. The payment will be released to the contractor against his bill after deducting necessary statutory taxes (Viz., TDS, VAT, Labour Cess etc.,)

37. Progress Payments - RA Bills

- 37.1 The Contractor shall submit to the CLE as well as to PMC at the beginning of each succeeding month a 'Statement of Work Done' together with the values as per the approved Billing Quantity. 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 PMC with reference to 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. The process should be repeated for each RA bills and second RA Bill onwards the previous BOQ's wise quantities for which payments 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 provisions of the Contract.
- 37.2 Within Ten (10) working days from the date of receipt of the invoice from the Contractor, the PMC shall furnish the payment report to CLE which will have details of the work completed. After receipt of PMC recommendations, the CLE will release the payment to the Contractor subject to any deductions as per the provisions of the Contract.
- 37.3 No certificate of CLE/PMC 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.
- 37.4 The Secured advance will be admitted only for the PEB structural materials upon delivery at site upon necessary Insurance coverage as required.

38. Retention Money

The Gross limit of retention money shall be ten percent (10%) of the Basic Contract Price. Out of which 5% will be regarded as performance guarantee and remaining 5% will be regarded as security deposit. The mode of deduction of this amount has been detailed in Clause 1A in General Condition of Contract. This money shall be recovered by on or before the attainment of Substantial Completion.

39. Defects Liability Period

- 39.1 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.

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.

- 39.2 The portion of the works so rectified / replaced shall be liable for guarantee for a further period of one (1) year from the date of successful completion of the replacement / rectification.
- 39.3 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.

40. Rate of Progress and Continuous Working

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 Engineer, too slow to ensure completion as per the Contract, the Engineer may so notify the Contractor in writing and the Contractor shall there upon take such steps as are necessary that the Engineer may approve to expedite progress so as to complete the Works or such section. If so required by the Engineer, 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 Engineer 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 Engineer under this clause, the Contractor shall seek the Engineer's permission to do any work at night or on Sundays, such permission shall not be unreasonably refused.

41. Site Meetings

The Contractor shall attend site meetings with the CLE/CSIR-CLRI (PMC) and his representation to review work progress, at frequency of not less than once a month, or as directed by the PMC. 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 CLE/PMC shall advise the Contractor beforehand, of the date, time, and place of such meetings. Should the Contractor require a meeting with the PMC, the Contractor shall notify the CLE/PMC in writing of his request. Once the request is received, the PMC 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 PMC/CLE.

42. Review Meeting

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

Appendix 1.1

Reference List of Project of similar nature executed by the Tenderer

S.No	Parameters	Details
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 e) Cost of the project f) Area of the building	
6.	Date of commencement	
7.	Date of completion	
8.	Years in operation since commissioning	
9.	Scope of work	

Note :

1. Please use similar statements for every project implemental by you to meet the prequalification requirement for technical experience.
2. Please attach certified photocopies of certificate from owner of installations for satisfactory performance in accordance with the instruction 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 Tenderer and in support of the technical experience.

Appendix 1.2

Financial Capacity

1. Name of the firm :
2. Address of the Registered Office :
3. Address of the office of communication
And contact particular
4. Annual turnover (Rupees or home
Currency of the applicant) for

2010 - 2011

2011 - 2012

2012 - 2013
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
and 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 Banker and Insurers.

Signature of Person authorized _____ date _____

Name & Designation _____

Attachments :

Audited annual reports for 2010-11, 2011-12 & 2012 - 13

IT Returns for 2010-11, 2011-12 & 2012 - 13

Note: The tenderer may at their discretion submit the financial proof for annual turnover for the financial year 2013-14 also supported with IT return if they desires to do so, to fulfill the eligibility criteria.

Appendix 1.3

Form of letter Confirming Agreement with Technical and Commercial Terms & Condition of the Tender

(To be typed on the letterhead of the Tenderer)

Date

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

Dear Sir,

Sub : Construction of building for establishment of Testing Lab and Design Studio at Agra, UP

Ref : Notice Inviting Tender for Testing Laboratory and Design Studio dated 23-09-2014

With reference to above, we have examined the Tender documents, 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 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 may be enclosed***

SECTION B
PROFORMA OF SCHEDULES

PROFORMA OF SCHEDULES

SCHEDULE 'A'

Specification and drawing in respective of Pre-Engineering Building (PEB) structure (Agra Testing Lab and Design Studio)

SCHEDULE 'B'

Specification and indicative drawing in respective of allied structure like concrete road, landscaping, car parking, drainage, sanitary & water supply, transformer etc.,

SCHEDULE 'C'

The project is on Item rate contract basis and hence all the requirements of the complete layout like materials, labour, tools & plants etc. complete to be arranged by the contractor. The water and Electricity required for the construction to be arranged by the contractor.

SCHEDULE 'E'

Reference to General condition of contract

Name of Work	:	ESTABLISHMENT OF TESTING LAB AND DESIGN STUDIO AT AGRA (TL&DS), UTTAR PRADESH
Estimated cost of work	:	Rs. 589 Lakhs
Earnest Money	:	Rs. 11.80 Lakhs
(i) Performance Guarantee	:	5 % of tendered value
(ii) Security Deposit	:	5 % of tendered value

SCHEDULE 'F'

GENERAL RULES & DIRECTIONS:

Any Bank guarantee bonds submitted by the Contractor should be issued by the any Nationalized Bank in 100 rupees stamp paper

Officer inviting tender: Executive Director, CLE

Maximum percentage for quantity of items of work to be executed beyond which rates are to be determined in accordance with Clauses 12.2 & 12.3 of GCC

Definitions

- 2(v) Engineer-in-Charge : Represented by PMC/CLE
- 2(viii) Accepting Authority : Represented by PMC/CLE
- 2(xi) Standard Schedule of Rates : DSR 2013
- 2(x) Percentage on cost of materials and Labour to cover all overheads and profits : 15%
- 9(ii) Standard CPWD Contract Form GCC 2010, CPWD Form 7/8 modified & Corrected up to 2013

Clause 1

- (l). Time allowed for submission of Performance Guarantee from the date of issue of letter of acceptance : 15 days

Clause 2

Authority for fixing compensation under clause 2 : ED, CLE

Clause 2A

Whether Clause 2A shall be applicable (Compensation for Delay) : Yes

Clause 5

Number of days from the date of issue of letter of acceptance for reckoning date of start : 20 days

Time allowed for execution of work including site development and soil investigation erection and commissioning of the building : 9 months

Authority to decide for :

- (i) Extension of time : Executive Director(ED),CLE on recommendation of PMC
- (ii) Rescheduled of milestones: Executive Director, CLE on recommendation of PMC

Clause 6, 6A

Clause applicable - (6 or 6A) : Upon Certification of stage completion by PMC

Clause 7

Gross work to be done together with net payment /adjustment of advances for material collected, if any, since the last such payment for being eligible to interim payment

As certified by PMC but the total nos of running bills limited to 9 nos in totally

Clause 10A

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

As per CPWD Specifications & requirements

Clause 10B(ii)

Whether Clause 10 B (ii) shall be applicable : Yes
(Advance Payments)

Clause 10 C, CA, CC

Only the agreement rates as per work order amount is payable to the contractor. Under no circumstance escalation of cost under whatsoever reason will be entertained. The quoted rates of the contractor will be final which is inclusive all this probabilities. The quoted rates should be inclusive of all applicable taxes of the Local Government and Central Government bodies and other statutory bodies.

Clause 11

Specifications to be followed for execution of work with up to date amendments

- CPWD General Specifications for Civil works part I & II - 2009
- CPWD General Specifications for Electrical works part I internal - 2013
- CPWD General Specifications for Electrical works part IV substation - 2013
- CPWD General Specifications for Electrical works part VII DG sets- 2013
- CPWD General Specifications for Electrical works part VIII gas based fire extinguishing system- 2013
- CPWD Quality Assurance Manual for construction
- CPWD General Specifications for Electrical works internal- 2005
- CPWD General Specifications for Heating, Ventilation & Air-conditioning (HVAC)- 2004
- CPWD General Specifications for Electrical works (part III LITS & escalators) - 2003
- Any other relevant codes as specified in the tender document

Clause 18

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

As per CPWD Specifications & requirements

Clause 25 (Settlement of Disputes & Arbitration)

In the case of any arbitration, it is to be settled within the jurisdiction of Chennai

Constitution of Dispute Redressal Committee (DRC)	Competent Authority to appoint DRC
DRC shall constitute one Chairman and two members	Executive Director, CLE, Chennai

S.No	Minimum Qualification of Technical Representative at site	Discipline	Designation	Minimum Expenditure (Rs.)	No	Rate at which recovery shall be made from the contractor in the event of not fulfilling provision of clause 36(i) (Rs)
1	BE	Civil	Project Manager	50,000.00	1	50,000.00
2	BE	Civil	Site Engg	35,000.00	1	35,000.00
3	BE	Elec	Site Engg	35,000.00	1	35,000.00
4	Diploma	Civil	Supervisor	20,000.00	1	20,000.00
5	Diploma	Elec	Supervisor	20,000.00	1	20,000.00
6	Diploma	HVAC	Supervisor	20,000.00	1	20,000.00
7	Diploma	safety	Supervisor	20,000.00	1	20,000.00
8	BE	Civil	Quality control Engg	35,000.00	1	35,000.00
9.	Others	Non Tech	Non Tech	20,000.00	1	20,000.00

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

Clause 42 (Recovery rated for quantities used less than the theoretical requirement)

- I. (a) Schedule/statement for determining theoretical quantity of cement & bitumen on the basis of Delhi Schedule of Rates DSR 2013 printed by C.P.W.D.
- II. Variations permissible on theoretical quantities:
 - a) Cement For works with estimated cost put to tender not more than Rs. 5 lakh. 3% plus/minus.
For works with estimated cost put to tender more than Rs.5 lakh. 2% plus/minus.
 - b) Bitumen All Works 2.5% plus & only & nil on minus side.
 - c) Steel Reinforcement and structural steel sections for each diameter, section and category 2% plus/minus
 - d) All other materials. Nil

RECOVERY RATES FOR QUANTITIES BEYOND PERMISSIBLE VARIATION

S.No.	Description of Item	Rates in figures and words at which recovery shall be made from the Contractor	
		Excess beyond permissible variation	Less use beyond permissible variation
1	Cement	Nil	Rs. 350/bag
2	Steel Reinforcement	Nil	Rs. 55/kg
3	Structural Sections	Nil	Rs. 60/kg
5	Bitumen	Nil	

SECTION C
GENERAL CONDITIONS OF CONTRACTS

CONDITIONS OF CONTRACTS**Definitions**

1. The Contract means the documents forming the tender and acceptance thereof and the Formal the Contractor, together with the documents referred to therein including these conditions, the specifications, designs, drawings and instructions issued from time to Time by the Engineer-in-Charge and all these documents taken together, shall be deemed To form one contract and shall be complementary to one another.
2. In the contract, the following expressions shall, unless the context otherwise requires, have the meanings, here by respectively assigned to them:-
 - i. The expression works or work shall, unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional.
 - ii. The Site shall mean the land / or other places on, in to or through which work is to be executed under the contract or any adjacent land, path or street through which work is to be executed under the contractor any adjacent land, path or street which may be allotted or used for the purpose of carrying out the contract.
 - iii. The Contractor shall mean the individual, firm or company, whether incorporated or not, undertaking the works and shall include the legal personal representative of such individual or the persons composing such firm or company, or the successors of such firm or company and the permitted assignees of such individual, firm or company.
 - iv. The CLE means the Executive Director, Council for Leather Exports, Chennai and his successors and PMC means the Director, CSIR - Central Leather research Institute, Chennai and his successors.
 - v. The Engineer-in-charge means the representative of PMC.
 - vi. Accepting Authority shall mean the authority mentioned in the Schedule "F"

- vii. Excepted Risk are risks due to riots (other than those on account of contractor's employees), war (whether declared or not) invasion, act of foreign enemies, hostilities, civil war, rebellion revolution, insurrection, military or usurped power, any acts of Government, damages from aircraft, acts of God, such as earthquake, lightning and unprecedented floods, and other causes over which the contractor has no control and accepted as such by the Accepting Authority
- viii. Schedule(s) referred to in these conditions shall mean the relevant Proforma of schedule(s) annexed to the tender papers or the standard Schedule of Rates of the CLE mentioned in Schedule 'F' hereunder, with the amendments thereto issued upto the date of receipt of the tender.
- ix. Department means CLE which invites tenders as specified in schedule 'F'.
- x. District Specifications means the specifications followed by the State Government in the area where the work is to be executed.
- xi. Tendered value means the value of the entire work as stipulated in the letter of award.
- xii. Date of commencement of work: The date of commencement of work shall be the date of start as specified in schedule 'F' or the first date of handing over of the site, whichever is later, in accordance with the phasing if any, as indicated in the tender document.

Scope and
Performance

- 3. Where the context so requires, words imparting the singular only also include the plural and vice versa. Any reference to masculine gender shall whenever require include feminine gender and vice versa.
- 4. Headings and Marginal notes to these General Conditions of Contract shall not be deemed to form part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.
- 5. The contractor shall be furnished, free of cost one certified copy of the contract documents except standard

specifications, Schedule of Rates and such other printed and published documents, together with all drawings as may be forming part of the tender papers. None of these documents shall be used for any purpose other than that of this contract.

Works to be carried out

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

Sufficiency of Tender

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

Discrepancies and Adjustment of Errors

8. The several documents forming the Contract are to be taken as mutually explanatory of one another, detailed drawings being followed in preference to small scale drawing and figured dimensions in preference to scale and special conditions in preference to General Conditions.

8.1 In the case of discrepancy between the schedule of Quantities, the Specifications and / or the Drawings, the following order of preference shall be observed:-

- i) Description of Schedule of Quantities.
- ii) Particular Specification and Special Condition, if any.
- iii) Drawings.
- iv) CPWD Specifications.
- v) Indian Standard Specifications of B.I.S.

- 8.2 If there are varying or conflicting provisions made in any one document forming part of the contract, the Accepting Authority shall be the deciding authority with regard to the intention of the document and his decision shall be final and binding on the contractor.
- 8.3 Any error in description, quantity or rate in Schedule of Quantities or any omission there from shall not vitiate the Contractor release the Contractor from the execution of the whole or any part of the works comprised there in according to drawings and specifications or from any of his obligations under the contract.

Signing of
Contract

9. The successful tenderer / contractor, on acceptance of his tender by the Accepting Authority, shall, within 15 days from the stipulated date of start of the work, sign the contract consisting of:-
- i. The notice inviting tender, all the documents including drawings, if any, forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.
 - ii. Standard Form as mentioned in Schedule 'F' consisting of:
 - a) Various standard clauses with corrections up to the date stipulated in Schedule 'F' along with annexures thereto.
 - b) C.P.W.D. Safety Code.
 - c) Model Rules for the protection of health, sanitary arrangements for workers employed by CLE or its contractors.
 - d) Contractor's Labour Regulations of the Government.
 - e) List of Acts and omissions for which fines can be imposed.
 - iii. No payment for the work done will be made unless contract is signed by the contractor.

CLAUSES OF CONTRACT

CLAUSE 1

Performance Guarantee

- (i) The contractor shall submit an irrevocable Performance Guarantee of 5% (Five percent) of the tendered amount in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement, (notwithstanding and / or without prejudice to any other provisions in the contract) within period specified in Schedule 'F' from the date of issue of letter of acceptance. This period can be further extended by the CLE/PMC upto a maximum period as specified in schedule 'F' on written request of the contractor stating the reason for delays in procuring the Performance Guarantee, to the satisfaction of the Engineer-in-Charge. Performance guarantee shall be in the form of Bank Guarantee.
- (ii) The Performance Guarantee shall be initially valid upto the stipulated date of completion plus 60 days beyond that. In case the time for completion of work gets enlarged, the contractor shall get the validity of Performance Guarantee extended to cover such enlarged time for completion of work. After recording of the completion certificate for the work by the competent authority, the performance guarantee shall be returned after 60 days to the contractor, without any interest.
- (iii) The Engineer-in-Charge shall not make a claim under the performance guarantee except for amounts to which the Executive Director, CLE is entitled under the contract (notwithstanding and /or without prejudice to any other provisions in the contract agreement) in the event of:
 - (a) Failure by the contractor to extend the validity of the Performance Guarantee as described here in above, in which event the Engineer-in-Charge may claim the full amount of the Performance Guarantee.
 - (b) Failure by the contractor to pay Executive Director, CLE any amount due, either as agreed by the contractor or determined under any of the Clauses / Conditions of the agreement, within 30 days of the service of notice to this effect by Engineer-in-Charge.
- (iv) In the event of the contract being determined or rescinded under provision of any of the Clause /

Condition of the agreement, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of the Executive Director, CLE.

CLAUSE 1A

Recovery of
Security
Deposit

The person / persons whose tender(s) may be accepted (hereinafter called the contractor) shall permit CLE at the time of making any payment to him for work done under the contract to deduct a sum at the rate of 5% of the gross amount of each running bill till the sum along with the sum already deposited as earnest money, will amount to security deposit of 5% of the tendered value of the work. Earnest money shall be adjusted first in the security deposit and further recovery of security deposit shall commence only when the up-to-date amount of security deposit starts exceeding the earnest money. Such deductions will be made and held by CLE by way of Security Deposit unless he / they has / have deposited the amount of Security at the rate mentioned above in cash or in the form of Government Securities or fixed deposit receipts. In case affixed deposit receipt of any Bank is furnished by the contractor to the CLE as part of the security deposit and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused there by shall fall on the contractor and the contractor shall forth with on demand furnish additional security to the CLE to make good the deficit.

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

CLAUSE 2

Penalty for delay in completion

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

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

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

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

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

CLAUSE 3

When
Contract can
be
determined

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

- (i) If the contractor or having been given by the Engineer-in-Charge a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in an in efficient or otherwise improper or un workman like manner shall omit to comply with the requirement of such notice for a period of seven days thereafter.
- (ii) If the contractor has, without reasonable cause, suspended the progress of the work or has failed to proceed with the work with due diligences so that in the opinion of the Engineer-in-Charge (which shall be final and binding) he will be unable to secure completion of the work by the date for completion and continues to do so after a notice in writing of seven days from the Engineer-in-Charge.
- (iii) If the contractor fails to complete the work within the stipulated date or items of work with individual date of completion, if any stipulated, on or before such date(s) of completion and does not complete them within the period specified in a notice given in writing in that behalf by the Engineer-in-Charge.
- (iv) If the contractor persistently neglect to carry out his obligations under the contract and / or commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7days after a notice in writing is given to him in that behalf by the Engineer-in-Charge.
- (v) If the contractor shall offer or give or agree to give to any person in service or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or for bearing to do or for having done or for borne to do any act in relation to the obtaining or execution of this or any other contract for CLE.

- (vi) If the contractor shall enter into a contract with CLE in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particular of any such commission and the terms of payment thereof have been previously disclosed in writing to the Engineer-in-Charge.
- (vii) If the contractor shall obtain a contract with CLE as a result of wrong tendering or other non-bonafide method of competitive tendering or commits breach of integrity.
- (viii) If the contractor being an individual, or if a firm, any partner there of shall at any time be adjudge in solvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purport so to do, or if any application be made under any Insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors.
- (ix) If the contractor being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.
- (x) If the contractor shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days.
- (xi) If the contractor assigns, transfers, sublets (engagement of labour on a piece-work basis or of labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or otherwise parts with or attempts to assign, transfer, sublet or otherwise parts with the entire works or any portion thereof without the prior written approval of the Engineer-in-Charge.

When the contractor has made himself liable for action under any of the cases aforesaid, the Executive Director, CLE shall have powers:

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

In the event of above courses being adopted by the Engineer-in-Charge, the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any materials or entered into any engagements or made any advances on account or with a view to the execution of the work or the performance of the contract. And in case action is taken under any of the provision aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work thereof or actually performed under this contract unless and until the Engineer-in-Charge has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the values so certified.

CLAUSE 4

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

In any case in which any of the powers conferred upon the Engineer-in-Charge by Clause-3 thereof, shall have become exercisable and the same are not exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any future case of default by the contractor and the liability of the contract or for compensation shall remain unaffected. In the event of the Engineer-in-Charge putting in force all or any of the powers vested in him under the preceding clause he may, if he so desires after giving a notice in writing to the contractor, take possession of (or at the sole discretion of the Engineer-in-Charge which shall be final and binding on the contractor) use as on hire (the amount of the hire money being also in the final determination of the Engineer-in-Charge) all or any tools, plant, materials and stores, in or upon the works, or the site thereof belonging to the contractor, or procured by the

contractor and intended to be used for the execution of the work / or any part thereof, paying or allowing for the same in account at the contract rates, or, in the case of these not being applicable, at current market rates to be certified by the Engineer-in-Charge, whose certificate thereof shall be final, and binding on the contractor, clerk of the works, foreman or other authorized agent to remove such tools, plant, materials, or stores from the premises (with in a time to be specified in such notice) in the event of the contract or failing to comply with any such requisition, the Engineer-in-Charge may remove them at the contractor’s expense or sell them by auction or private sale on account of the contractor and his risk in all respects and certificate of the Engineer-In-Charge as to the expenses of any such removal and the amount of the proceeds and expenses of any such sales shall be final and conclusive against the contractor.

CLAUSE 5

Time and Extension for Delay

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

5.1 As soon as possible after the Contract is concluded, the Contractor shall submit a Time and Progress Chart for each milestone and get it approved by the Department. The Chart shall be prepared in direct relation to the time stated in the Contract documents for completion of items of the works. It shall indicate the forecast of the dates of commencement and completion of various trades of sections of the work and may be amended as necessary by agreement between the Engineer-in-Charge and the Contractor within the limitations of time imposed in the Contract documents, and further to ensure good progress during the execution of the work, the contractor shall in all cases in which the time allowed for any work, exceeds one month(save for special jobs for which a separate programme has been agreed upon) complete the work as per Milestones given in Schedule F’.

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

- (i) Force majeure, or
- (ii) Abnormally bad weather, or
- (iii) Serious loss or damage by fire, or
- (iv) Civil commotion, local commotion of workmen, strike or lockout, affecting any of the trades employed on the work, or
- (v) Delay on the part of other contractors or tradesmen engaged by Engineer-in-Charge in executing work not forming part of the Contract, or
- (vi) Any other cause which, in the absolute discretion of the Engineer-in-Charge is beyond the Contractor's control.

Then upon the happening of any such event causing delay, the Contractors shall immediately give notice thereof in writing to the authority as indicated in Schedule 'F' but shall nevertheless use constantly his best endeavour to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer-in-Charge to proceed with the works.

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

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

CLAUSE 6

Measurements of Work Done

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

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

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

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

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

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

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

CLAUSE 6A

Computerized INVOICE to be submitted by Contractor.

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

All measurement of all items having financial value shall be entered by the contractor and compiled in the shape of the Computerized Measurement sheets having pages of A-4 size as per the format of the CPWD so that a complete record is obtained of all the items of works performed under the contract. All such measurements and levels recorded by the contractor or his authorized representative from time to time, during the progress of the work, shall be got checked by the contractor from the Engineer-in-Charge or his authorized representative as per interval

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

Whenever bill is due for payment, the contractor would initially submit draft computerized measurement sheets and these measurements would be got checked / test checked from the Engineer-in-Charge and / or his authorized representative. The contractor will, thereafter, incorporate such changes as may be done during these checks / test checks in his draft computerized measurements, and submit to the department a computerized measurement sheet, duly bound, and with its pages machine numbered. The Engineer-in-Charge and / or his authorized representative would thereafter check these measurements, and record the necessary certificates for their checks / test checks. The final, fair, computerized measurement sheets given by the contractor, duly bound, with its pages machine numbered, should be 100% correct, and no cutting or over-writing in the measurements would thereafter be allowed. If at all any error is noticed, the contractor shall have to submit a fresh computerized measurement sheets with its pages duly machine numbered and bound, after getting the earlier measurements cancelled by the PMC. Thereafter, the measurements shall be taken in the CLE. This should be done before the corresponding bills submitted to the CLE for payment. The contractor shall submit two spare copies of such computerized measurements sheet for the purpose of reference and record by the various officers of the CLE/PMC.

The contractor shall also submit to the PMC separately his computerized Abstract of Cost and the bill based on these measurements, duly bound, and its pages machine numbered along with two spare copies of the bill. Thereafter, this bill will be processed by the CLE.

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

Except where any general or detailed description of the work expressly shows to the contrary, measurements shall be taken in accordance with the procedure set forth in the specifications notwithstanding any provision in the relevant Standard Method of

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

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

PMC/CLE or his authorized representative may cause either themselves or through another officer of the department to check the measurements recorded by contractor and all.

Provisions stipulated herein above shall be applicable to such checking of measurements or levels.

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

CLAUSE 7

Payment on
Intermediate
Certificate
to be
Regarded as
Advances

The interim or running account bills shall be submitted by the contractor for the work executed on the basis of such recorded measurements on the format of the CPWD in triplicate on or before the date of every month fixed for the same by the Engineer-in-Charge. The contractor shall not be entitled to be paid any such interim payment if the gross work done together with net payment / adjustment of advances for material collected, if any, since the last such payment is less than the amount specified in Schedule 'F', in which case the interim bill shall be prepared on the appointed date of the month after the requisite progress is achieved. Engineer-in-Charge shall arrange to have the bill verified by taking or causing to be taken, where necessary, the requisite measurements of the work. In the event of the failure of the contract or to submit the bills, Engineer-in-Charge shall prepare or cause to be prepared such bills in which event no claims what so ever due to delays on payment including that of interest shall be payable to the contractor. Payment on account of amount admissible shall be made by the Engineer-in-Charge certifying the sum to which the contractor is considered entitled by way of interim payment at such rates as decided by the Engineer-in-Charge. The amount admissible shall be paid by 10th working day after the day of presentation of the bill by the Contractor to the Engineer-in-Charge or representative together dismantled materials, if any. In the case of works outside the headquarters of the Engineer-in-Charge, the period of ten working days will be extended to fifteen working days.

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

Pending consideration of extension of date of completion, interim payments shall continue to be made as here in provided without prejudice to the right of the department to take action under the

terms of this contract for delay in the completion of work, if the extension of date of completion is not granted by the competent authority.

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

CLAUSE 8

Completion
Certificate
and
Completion
Plans

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

CLAUSE 8A

Contractor
to Keep Site
Clean

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

CLAUSE 8B

Completion
Plans to be
Submitted
by the
Contractor

The contractor shall submit completion plan as required vide General Specifications for Electrical works (Part-I internal) 2005 and (Part-II External) 1994 as applicable within thirty days of the completion of the work.

In case, the contractor fails to submit the completion plan as aforesaid, he shall be liable to pay a sum equivalent to 2.5% of the value of the work subject to a ceiling of Rs. 15,000 (Rs. Fifteen thousand only) or as may be fixed by PMC/CLE concerned and in this respect the decision of the Executive Director, CLE shall be final and binding on the contractor.

CLAUSE 9

Payment of
Final Bill

The final bill shall be submitted by the contractor in the same manner as specified in interim bills within three months of physical completion of the work or within one month of the date of the final certificate of completion furnished by the Engineer-in-Charge whichever is earlier. No further claims shall be made by the contractor after submission of the final bill and these shall be deemed to have been waived and extinguished. Payments of those items of the bill in respect of which there is no dispute and of items in dispute, for quantities and rates as approved by Engineer-in-Charge, will, as far as possible be made within the 6 months, the period being reckoned from the date of receipt of the bill by the Engineer-in-Charge or his authorized representative, complete with account of dismantled materials.

CLAUSE 9A

Payment of Contractor's Bills

Payments due to the contractor will be made to him in the form of Cheque.

CLAUSE 10

Materials supply

This is an item rate contract and no materials or any other requirement will be provided by CLE. It is the sole responsibility of the contractor.

CLAUSE 10A

Materials to be provided by the Contractor

The contractor shall, at his own expense, provide all materials, required for the works completely.

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

The Contractor shall at his risk and cost submit the samples of materials to be tested or analyzed and shall not make use of or incorporate in the work any materials represented by the samples until the required tests or analysis have been made and materials finally accepted by the Engineer-in-Charge. The Contractor shall not be eligible for any claim or compensation neither arising out of any delay in the work or due to any corrective measures required to be taken on account of and as a result of testing of materials.

The contractor shall, at his risk and cost, make all arrangements and shall provide all facilities as the Engineer-in-Charge may

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

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

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

CLAUSE 10B

Secured
Advance on
Non-
perishable
Material

- (i) 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 upto 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 sub-clause are incorporated in the work, the amount of such advance shall be recovered / deducted from the next payment made under any of the clause or clauses of this contract.

Such secured advance shall also be payable on other items of perishable nature, fragile and combustible with the

approval of the 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.

Mobilisation
Advance

- (ii) Mobilization advance not exceeding 10% of the tendered value & 10% simple interest 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.

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

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

- (v) The recovery should be commenced after 10% of work is completed and the entire amount togetherwith interest shall be recovered by the time 80% of the work is completed.

CLAUSE 10C

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

Under No circumstances the escalation of rates on any account will be entertained. It is the contractor’s fullest responsibility. Only the agreement value will be paid on completion of the project.

CLAUSE 10D

Dismantled Material, If any

The contractor shall treat all materials obtained during excavation of the site for a work, etc. as Government’s property and such materials shall be handed over CLE accordingto the instructions in writing issued by the Engineer-in-Charge

CLAUSE 11

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

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

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

CLAUSE 12**Deviations/
Variations &
Pricing**

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

10.1 No such changes, other agreement quantities would be executed at site without written prior approval of CLE/PMC. Both the Quantities and Unit rate should be approved by CLE/PMC.

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

(i) In the proportion which the additional cost of the altered, additional or substituted work, bears to the original tendered value plus

(ii) 25% of the time calculated in (i) above or such further additional time as may be considered reasonable by the PMC/CLE.

**Deviation,
Extra
Items and
Pricing**

In the case of extra item(s) (items that are completely new, and are in addition to the items contained in the contract), the contractor may within fifteen days of receipt of order or occurrence of the item(s) claim rates, supported by proper analysis, for the work and the PMC/CLE shall within one month of the receipt of the claims supported by analysis, after giving consideration to the analysis of the rates submitted by the contractor, determine the rates on the basis of the market rates and the contractor shall be paid in accordance with the rates so determined. In the case of substituted items (items that are taken up with partial substitution or in lieu of items of work in the contract), the rate for the agreement item (to be substituted) and substituted item shall also be determined in the manner as mentioned in the following para.

**Deviation,
Substituted
Items,
Pricing**

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

**Deviation,
Deviated
Quantities,
Pricing**

In the case of contract items, substituted items, contract cum substituted items, which exceed the 30% limits, the contractor may within fifteen days of receipt of order or occurrence of the excess, claim revision of the rates, supported by proper analysis for the work in excess of the above mentioned limits, provided that if the rates so claimed are in excess of the rates specified in the schedule of quantities, the PMC/CLE shall within one month of receipt of the claims supported by analysis, after giving consideration to the analysis of the rates submitted by the contractor, determine the rates on the basis of the market rates and the contractor shall be paid in accordance with the rates so determined.

12.3 The provisions of the preceding paragraph shall also apply to the decrease in the rates of items for the work in excess of the 30% limit, and PMC/CLE shall after giving notice to the contractor within one month of occurrence of the excess and after taking into consideration any reply received from him within fifteen days of the receipt of the notice, revise the rates for the work in question within one month of the expiry of the said period of fifteen days having regard to the market rates.

12.4 The contractor shall send to the PMC/CLE once every month, an up to date account giving complete details of all claims for additional payments to which the contractor may consider himself entitled and of all additional work ordered by the PMC/CLE which he has executed during the preceding Month failing which the contractor shall be deemed to have waived his right. However, the PMC/CLE may authorize consideration of such claims on merits.

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

- (i) For Buildings : All works up to 1.2 metres above ground level or up to floor 1 level whichever is lower.
- (ii) For abutments, piers and well staining : All works up to 1.2 m above the bed level.
- (iii) For retaining walls, wing walls, compound walls, chimneys, overhead reservoirs/tanks and other elevated structures : All works up to 1.2 metres above the ground level.
- (iv) For reservoirs/tanks (other than overhead reservoirs/tanks) : All works up to 1.2 metres above the ground level.
- (v) For basement: All works up to 1.2 m above ground level or up to floor 1 level whichever is lower.
- (vi) For Roads, all items of excavation and filling including treatment of sub base.

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

CLAUSE 13

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

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

The contractor shall be paid at contract rates as per the payment schedule tabulation, full amount for works executed at site and, in addition, are as on able amount as certified by the Engineer-in-Charge for the items here under mentioned which could not be utilized on the work to the full extent in view of the foreclosure;

- i. Any expenditure incurred on preliminary site work, e.g. temporary access roads, temporary labour huts, staffs quarters and site office; storage accommodation and water storage tanks.
- ii. CLE shall have the option to take over contractor’s materials or any part thereof either brought to site or of which the

- contractor is legally bound to accept delivery from suppliers (for incorporation in or incidental to the work) provided,
- iii. however CLE shall be bound to take over the materials or such portions There of as the contractor does not desire to retain. For materials taken over or to be taken over by CLE, cost of such materials as detailed by Engineer-in-Charge shall be paid. The cost shall, however, take into account purchase price, cost of transportation and deterioration or damage which may have been caused to materials whilst in the custody of the contractor.
 - iv. Reasonable compensation for transfer of T&P from site to contractor’s permanent stores or to his other works, whichever is less. If T&P are not transported to either of the said places, no cost of transportation shall be payable.
 - v. Reasonable compensation for repatriation of contractor’s site staff and imported labour to the extent necessary.
 - vi. The contractor shall, if required by the Engineer-in-Charge, furnish to him, books of account, wage books, timesheets and other relevant documents and evidence as may be necessary to enable him to certify the reasonable amount payable under this condition.

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

CLAUSE 14

Carrying out part work at risk & cost of contractor

If contractor:

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

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

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

- a) Take possession of the site and any materials, constructional plant, implements, stores, etc., there on; and / or
- b) Carry out the part work / part incomplete work of any item(s) by any means at the risk and cost of the contractor. The Engineer-in-Charge shall determine the amount, if any, is recoverable from the contractor for completion of the part work / part incomplete work of any item(s) taken out of his hands and execute at the risk and cost of the contractor, the liability of contractor on account of loss or damage suffered by CLE because of action under this clause shall not exceed 10% of the tendered value of the work.

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

Any excess expenditure incurred or to be incurred by CLE incompleting the part work/ part incomplete work of any item(s) or the excess loss of damages suffered or may be suffered by CLE as a fore said after allowing such credit shall without prejudice to any other right or remedy available to CLE in law or per as agreement

be recovered from any money due to the contractor on any account, and if such money is insufficient, the contractor shall be called upon in writing and shall be liable to pay the same within 30days.

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

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

CLAUSE 15

Suspension of Work

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

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

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

- a. the contractor shall be entitled to an extension of time equal to the period of every such suspension PLUS 25%, for completion of the item or group of items of work for which a separate period of completion is specified in the contract and of which the suspended work forms a part, and;
 - b. If the total period of all such suspensions in respect of an item or group of items or work for which a separate period of completion is specified in the contract exceeds thirty days, the contractor shall, in addition, be entitled to such compensation as the Engineer-in Charge may consider reasonable in respect of salaries and/or wages paid by the contractor to his employees and labour at site, remaining idle during the period of suspension, adding thereto 2% to cover indirect expenses of the contractor provided the contractor submits his claim supported by details to the Engineer-in-Charge within fifteen days of the expiry of the period of 30 days
- iii. If the works or part thereof is suspended on the orders of the Engineer-in-Charge for more than three months at a time, except when suspension is ordered for reason (a) in sub-para (i) above, the contractor may after receipt of such order serve a written notice on the Engineer-in-Charge requiring permission within fifteen days from receipt by the Engineer-in-Charge of the said notice, to proceed with the work or part thereof in regard to which progress has been suspended and if such permission is not granted within that time, the contractor, if he intends to treat the suspension, where it affects only a part of the works as an omission of such part by CLE or where it affects whole of the works, as an abandonment of the works by CLE, shall within ten days of expiry of such period of 15 days give notice in writing of his intention to the Engineer-in-Charge. In the event of the contractor treating the suspension as an abandonment of the contract by CLE, he shall have no claim to payment of any compensation on account of any profit or advantage which he might have derived from the execution of the work in full but which he could not derive in consequence of the abandonment. He shall, however, be entitled to such compensation, as the Engineer-in-Charge may consider reasonable, in respect of salaries and/or wages paid by him to his employees and labour at site, remaining idle in consequence adding to the total thereof 2% to cover indirect expenses of the contractor provided the contractor submits his claim supported by details to the Engineer-in-Charge within 30 days of the expiry of the period of 3 months.

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

CLAUSE 16

Action in case work not done as per Specifications

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

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

so within a period specified by the Engineer-in- Charge in his demand aforesaid, then the contractor shall be liable to pay compensation at the same rate as under clause 2 of the contract (for non-completion of the work in time) for this default.

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

CLAUSE 17

Contractor
Liable for
Damages,
defects
during
maintenance
period

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

of the said certificate of completion or till the final bill has been prepared and passed whichever is later.

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

CLAUSE 18

Contractor to Supply Tools & Plants etc.

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

CLAUSE 18 A

Recovery of Compensation paid to Workmen

In every case in which by virtue of the provisions sub-section (1) of Section 12, of the Workmen’s Compensation Act, 1923, CLE is obliged to pay compensation to a workman employed by the contractor, in execution of the works, CLE will recover from the contractor, the amount of the compensation so paid; and, without prejudice to the rights of the CLE under sub-section (2) of Section 12, of the said Act, CLE shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by CLE to the contractor whether under this contract or otherwise. CLE shall not be bound to contest any claim

made against it under sub-section (1) of Section 12, of the said Act, except on the written request of the contractor and upon his giving to CLE full security for all costs for which CLE might become liable in consequence of contesting such claim.

CLAUSE 18 B

Ensuring Payment and Amenities to Workers if Contractor fails

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

CLAUSE 19

Labour Laws to be complied by the Contractor

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

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

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

CLAUSE 19A

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

CLAUSE 19 B

Payment of wages:

- (I). The contractor shall pay to labour employed by him either directly or through subcontractors, wages not less than fair wages as defined in the C.P.W.D. Contractor's Labour Regulations or as per the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and the contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable.
- (II). The contractor shall, notwithstanding the provisions of any contract to the contrary, cause to be paid fair wage to labour indirectly engaged on the work, including any labour engaged by his sub-contractors in connection with the said work, as if the labour had been immediately employed by him.
- (III). In respect of all labour directly or indirectly employed in the works for performance of the contractor's part of this contract, the contractor shall comply with or cause to be complied with the Central Public Works Department contractor's Labour Regulations made by Government from time to time in regard to payment of wages, wage period, deductions from wages recovery of wages not paid and deductions unauthorizedly made, maintenance of wage books or wage slips, publication of scale of wages and other terms of employment, inspection and submission of periodical returns and all other matters of the like nature or as per the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, and the Contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable.
- (IV).
 - (a) The Engineer-in-Charge concerned shall have the right to deduct from the moneys due to the contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfilment of the conditions of the contract for the benefit of the workers, non-payment of wages or of deductions made from his or their wages which are not justified by their terms of the contract or non-observance of the Regulations.
 - (b) Under the provision of Minimum Wages (Central) Rules, 1950, the contractor is bound to allow to the labours directly or indirectly employed in the works one day rest for 6 days continuous work and pay wages at the same rate as for duty. In the event of default, the

Engineer-in-Charge shall have the right to deduct the sum or sums not paid on account of wages for weekly holidays to any labours and pay the same to the persons entitled thereto from any money due to the contractor by the Engineer-in-Charge concerned.

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

- (V). The contractor shall comply with the provisions of the Payment of Wages Act, 1936, Minimum Wages Act, 1948, Employees Liability Act, 1938, Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947, Maternity Benefits Act, 1961, and the Contractor's Labour (Regulation and Abolition) Act 1970, or the modifications thereof or any other laws relating thereto and the rules made thereunder from time to time.
- (VI). The contractor shall indemnify and keep indemnified CLE against payments to be made under and for the observance of the laws aforesaid and the C.P.W.D. Contractor's Labour Regulations without prejudice to his right to claim indemnity from his sub-contractors.
- (VII). The laws aforesaid shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of this contract.
- (VIII). Whatever is the minimum wage for the time being, or if the wage payable is higher than such wage, such wage shall be paid by the contractor to the workmen directly without the intervention of Jamadar and that Jamadar shall not be entitled to deduct or recover any amount from the minimum wage payable to the workmen as and by way of commission or otherwise.
- (IX). The contractor shall ensure that no amount by way of commission or otherwise is deducted or recovered by the Jamadar from the wage of workmen.

CLAUSE 19C

In respect of all labour directly or indirectly employed in the work for the performance of the contractor's part of this contract, the contractor shall at his own expense arrange for the safety provisions as per C.P.W.D. Safety Code framed from time to time and shall at his own expense provide for all facilities in connection therewith. In case the contractor fails to make arrangement and

provide necessary facilities as aforesaid, he shall be liable to pay a penalty of Rs.200/- for each default and in addition, the Engineer-in-Charge shall be at liberty to make arrangement and provide facilities as aforesaid and recover the costs incurred in that behalf from the contractor

CLAUSE 19 D

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

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

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

CLAUSE 19E

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

CLAUSE 19 F

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

1. Leave :
 - (i) in the case of delivery - maternity leave not exceeding 8 weeks, 4 weeks up to and including the day of delivery and 4 weeks following that day,
 - (ii) in the case of miscarriage - upto 3 weeks from the date of miscarriage.

2. **Pay :**
 - (i) in the case of delivery - leave pay during maternity leave will be at the rate of the women's average daily earnings, calculated on total wages earned on the days when full time work was done during a period of three months immediately preceding the date on which she gives notice that she expects to be confined or at the rate of Rupee one only a day whichever is greater.
 - (ii) in the case of miscarriage - leave pay at the rate of average daily earning calculated on the total wages earned on the days when full time work was done during a period of three months immediately preceding the date of such miscarriage.
3. **Conditions for the grant of Maternity Leave:**

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

CLAUSE 19 G

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

Should it appear to the Engineer-in-Charge that the contractor(s) is/are not properly observing and complying with the provisions of the C.P.W.D. Contractor's Labour Regulations and Model Rules and the provisions of the Contract Labour (Regulation and Abolition) Act 1970, and the Contract Labour (R& A) Central Rules 1971, for the protection of health and sanitary arrangements for work-people employed by the contractor(s) (hereinafter referred as "the said

Rules”) the Engineer-in-Charge shall have power to give notice in writing to the contractor(s) requiring that the said Rules be complied with and the amenities prescribed therein be provided to the work-people within a reasonable time to be specified in the notice. If the contractor(s) shall fail within the period specified in the notice to comply with and/observe the said Rules and to provide the amenities to the work-people as aforesaid, the Engineer-in-Charge shall have the power to provide the amenities hereinbefore mentioned at the cost of the contractor(s). The contractor(s) shall erect, make and maintain at his/their own expense and to approved standards all necessary huts and sanitary arrangements required for his/their work-people on the site in connection with the execution of the works, and if the same shall not have been erected or constructed, according to approved standards, the Engineer-in-Charge shall have power to give notice in writing to the contractor(s) requiring that the said huts and sanitary arrangements be remodelled and/or reconstructed according to approved standards, and if the contractor(s) shall fail to remodel or reconstruct such huts and sanitary arrangements according to approved standards within the period specified in the notice, the Engineer-in-Charge shall have the power to remodel or reconstruct such huts and sanitary arrangements according to approved standards at the cost of the contractor(s).

CLAUSE 19 H

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

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

laid in mud mortar or other suitable local materials as may be approved by the Engineer-in-Charge. In case of sun-dried bricks, the walls should be plastered with mud gobi on both sides. The floor may be kutcha but plastered with mud gobi and shall be at least 15 cm (6") above the surrounding ground. The roofs shall be laid with thatch or any other materials as may be approved by the Engineer-in-Charge and the contractor shall ensure that throughout the period of their occupation, the roofs remain water-tight.

(b) The contractor(s) shall provide each hut with proper ventilation.

All doors, windows, and ventilators shall be provided with suitable leaves for security purposes.

There shall be kept an open space of at least 7.2m (8 yards) between the rows of huts which may be reduced to 6m (20 ft.) according to the availability of site with the approval of the Engineer-in-Charge. Back to back construction will be allowed.

- iii. Water Supply - The contractor(s) shall provide adequate supply of water for the use of labourers. The provisions shall not be less than two gallons of pure and wholesome water per head per day for drinking purposes and three gallons of clean water per head per day for bathing and washing purposes. Where piped water supply is available, supply shall be at stand posts and where the supply is from wells or river, tanks which may be of metal or masonry, shall be provided. The contractor(s) shall also at his/ their own cost make arrangements for laying pipe lines for water supply to his/ their labour camp from the existing mains wherever available, and shall pay all fees and charges therefore.
- iv. The site selected for the camp shall be high ground, removed from jungle
- v. Disposal of Excreta - The contractor(s) shall make necessary arrangements for the disposal of excreta from the latrines by trenching or incineration which shall be according to the requirements laid down by the Local Health Authorities. If trenching or incineration is not allowed, the contractor(s) shall make arrangements for the removal of the excreta through the Municipal Committee/authority and inform it about the number of labourers employed so that arrangements may be made by such committee/authority for the removal of the excreta. All charges on this account shall be borne by the contractor and paid direct by him to the Municipality/authority. The contractor shall provide one sweeper for every eight seats in case of dry system.
- vi. Drainage - The contractor(s) shall provide efficient arrangements for draining away sullage water so as to keep

the camp neat and tidy.

- vii. The contractor(s) shall make necessary arrangements for keeping the camp area sufficiently lighted to avoid accidents to the workers.
- viii. Sanitation - The contractor(s) shall make arrangements for conservancy and sanitation in the labour camps according to the rules of the Local Public Health and Medical Authorities.

CLAUSE 19 I

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

CLAUSE 19 J

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

CLAUSE 19 K

Employment of skilled/semi-skilled workers

The contractor shall, at all stages of work, deploy skilled/semi-skilled tradesmen who are qualified and possess certificate in particular trade from CPWD Training Institute/Industrial Training Institute/National Institute of construction Management and Research (NICMAR)/ National Academy of Construction, CIDC or any

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

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

CLAUSE 20

Minimum Wages Act to be complied with

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

CLAUSE 21

Work not to be sublet. Action in case of insolvency

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

CLAUSE 22

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

CLAUSE 23

Changes in firm's Constitution to be intimated

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

CLAUSE 24

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

CLAUSE 25

Settlement of Disputes & Arbitration

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

- I. If the contractor considers any work demanded of him to be outside the requirements of the contract, or disputes any drawings, record or decision given in writing by the Engineer-in-Charge on any matter in connection with or arising out of

the contract or carrying out of the work, to be unacceptable, he shall promptly within 15 days request the PMC in writing for written instruction or decision. Thereupon, the PMC shall give his written instructions or decision within a period of one month from the receipt of the contractor's letter.

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

If the contractor is dissatisfied with the decision of the CLE, the contractor may within 30 days from the receipt of the CLE decision, appeal before the Dispute Redressal Committee (DRC) along with a list of disputes with amounts claimed in respect of each such dispute and giving reference to the rejection of his disputes by the CLE. The Dispute Redressal Committee (DRC) shall give his decision within a period of 90 days from the receipt of Contractor's appeal. The constitution of Dispute Redressal Committee (DRC) shall be as indicated in Schedule 'F'.

If the Dispute Redressal Committee (DRC) fails to give his decision within the aforesaid period or any party is dissatisfied with the decision of Dispute Redressal Committee (DRC), then either party may within a period of 30 days from the receipt of the decision of Dispute Redressal Committee (DRC), give notice to the CLE for appointment of arbitrator on prescribed proforma as per Appendix XV of CPWD, failing which, the said decision shall be final binding and conclusive and not referable to adjudication by the arbitrator.

- II. Except where the decision has become final, binding and conclusive in terms of Sub Para (i) above, disputes or difference shall be referred for adjudication through arbitration by a sole arbitrator appointed by The Executive Director, CLE. If the arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever, another sole arbitrator shall be appointed in the manner aforesaid. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

It is a term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed

in respect of each such dispute along with the notice for appointment of arbitrator and giving reference to the rejection by the CLE of the appeal.

It is also a term of this contract that no person, other than a person appointed by such CLE, as aforesaid, should act as arbitrator and if for any reason that is not possible, the matter shall not be referred to arbitration at all.

It is also a term of this contract that if the contractor does not make any demand for appointment of arbitrator in respect of any claims in writing as aforesaid within 120 days of receiving the intimation from the Engineer-in-charge that the final bill is ready for payment, the claim of the contractor shall be deemed to have been waived and absolutely barred and the CLE shall be discharged and released of all liabilities under the contract in respect of these claims.

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

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

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

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

CLAUSE 26

Contractor to indemnify CLE against Patent Rights

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

CLAUSE 27

Lumpsum Provisions in Tender

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

CLAUSE 28

Action where no Specifications are specified

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

CLAUSE 29

Withholding
and lien in
respect of
sum due
from
contractor

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

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

- (ii) CLE shall have the right to cause an audit and technical examination of the works and the final bills of the contractor including all supporting vouchers, abstract, etc., to be made after payment of the final bill and if as a result of such audit and technical examination any sum

is found to have been overpaid in respect of any work done by the contractor under the contract or any work claimed to have been done by him under the contract and found not to have been executed, the contractor shall be liable to refund the amount of over-payment and it shall be lawful for CLE to recover the same from him in the manner prescribed in sub-clause (i) of this clause or in any other manner legally permissible; and if it is found that the contractor was paid less than what was due to him under the contract in respect of any work executed by him under it, the amount of such under payment shall be duly paid by CLE to the contractor, without any interest thereon whatsoever.

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

CLAUSE 29A

Lien in respect of claims in other Contracts

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

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

Employment of coal mining or controlled area labour not permissible

CLAUSE 30

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

Where ceiling price for imported labour has been fixed by State or Regional Labour Committees not more than that ceiling price shall be paid to the labour by the contractor. The contractor shall immediately remove any labourer who may be pointed out by the Engineer- in-Charge as being a coal mining or controlled area labourer. Failure to do so shall render the contractor liable to pay to Government a sum calculated at the rate as fixed by Government on daily basis per labourer. The certificate of the Engineer-in-Charge about the number of coal mining or controlled area labourer and the number of days for which they worked shall be final and binding upon all parties to this contract.

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

Explanation:- Controlled Area means the following areas:

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

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

CLAUSE 31

Unfiltered water supply

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

- (i) That the water used by the contractor(s) shall be fit for construction purposes to the satisfaction of the Engineer-in-Charge.
- (ii) The contractor shall make alternative arrangements for supply of water at his own risk and cost, upto the satisfaction of Engineer-in-charge.

CLAUSE 32

**Alternate
water
arrangements**

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

CLAUSE 33

**Return of
Surplus
materials**

Notwithstanding anything contained to the contrary in this contract, where any materials for the execution of the contract are procured with the assistance of CLE either by issue from Government stocks or purchase made under orders or permits or licences issued by CLE, the contractor shall hold the said materials economically and solely for the purpose of the contract and not dispose of them without the written permission of the CLE and return, if required by the Engineer-in-Charge, all surplus or unserviceable materials that may be left with him after the completion of the contract or at its termination for any reason whatsoever on being paid or credited such price as the Engineer-in-Charge shall determine having due regard to the condition of the materials. The price allowed to the contractor however shall not exceed the amount charged to him excluding the element of storage charges. The decision of the Engineer-in-Charge shall be

final and conclusive. In the event of breach of the aforesaid condition, the contractor shall in addition to throwing himself open to action for contravention of the terms of the licence or permit and/or for criminal breach of trust, be liable to CLE for all moneys, advantages or profits resulting or which in the usual course would have resulted to him by reason of such breach.

CLAUSE 34

**Hire of
Plant &
Machinery**

- (i) The Plants and Machinery required for the Project should be arranged by the contractor completely.

CLAUSE 35

**Condition
relating to
use of
asphaltic
materials**

- (i) The contractor undertakes to make arrangement for the supervision of the work by the firm supplying the tar or bitumen used.
- (ii) The contractor shall collect the total quantity of tar or bitumen required for the work as per standard formula, before the process of painting is started and shall hypothecate it to the Engineer-in-Charge. If any bitumen or tar remains unused on completion of the work on account of lesser use of materials in actual execution for reasons other than authorized changes of specifications and abandonment of portion of work, a corresponding deduction equivalent to the cost of unused materials as determined by the Engineer-in-Charge shall be made and the material return to the contractors. Although the materials are hypothecated to CLE, the contractor undertakes the responsibility for their proper watch, safe custody and protection against all risks. The materials shall not be removed from site of work without the consent of the Engineer-in-Charge in writing.
- (iii) The contractor shall be responsible for rectifying defects noticed within a year from the date of completion of the work and the portion of the security deposit relating to asphaltic work shall be refunded after the expiry of this period.

CLAUSE 36

**Employment
of Technical
Staff and
employees
Contractors
Superintend**

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

The contractor shall immediately after receiving letter of

ence,
Supervision,
Technical
Staff &
Employees

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

All the provisions applicable to the principal technical representative under the Clause will also be applicable to other technical representative(s) The principal technical representative and other technical representative(s) shall be present at the site of work for supervision at all times when any construction activity is in progress and also present himself/themselves, as required, to the Engineer-in-Charge and/or his designated representative to take instructions. Instructions given to the principal technical representative or other technical representative(s) shall be deemed to have the same force as if these have been given to the contractor. The principal technical representative and other technical representative(s) shall be actually available the decision of the Engineer-in-Charge as recorded in the site order book and measurement recorded checked/test checked in Measurement Books shall be final and binding on the contractor. Further if the contractor fails to appoint suitable technical Principal technical representative and/or other technical representative(s) and if such appointed persons are not effectively present or are absent by more than two days without duly approved substitute or do not discharge their responsibilities satisfactorily, the Engineer-in-Charge shall have full powers to suspend the execution of the work until such date as suitable other technical representative(s) is/are

appointed and the contractor shall be held responsible for the delay so caused to the work. The contractor shall submit a certificate of employment of the technical representative(s) along with every on account bill/ final bill and shall produce evidence if at any time so required by the Engineer-in-Charge at site fully during all stages of execution of work, during recording/checking/test checking of measurements of works and whenever so required by the Engineer-in-Charge and shall also note down instructions conveyed by the Engineer-in-Charge or his designated representative(s) in the site order book and shall affix his/their signature in token of noting down the instructions and in token of acceptance of measurements/ checked measurements/test checked measurements. The representative(s) shall not look after any other work. Substitutes, duly approved by Engineer-in-Charge of the work in similar manner as aforesaid shall be provided in event of absence of any of the representative(s) by more than two days.

If the Engineer-in-Charge, whose decision in this respect is final and binding on the contractor, is convinced that no such technical representative(s) is/are effectively appointed or is/are effectively attending or fulfilling the provision of this clause, a recovery (non-refundable) shall be effected from the contractor as specified in Schedule 'F' and

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

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

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

CLAUSE 37

Levy/Taxes payable by Contractor

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

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

CLAUSE 38

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

- (i) All tendered rates shall be inclusive of all taxes and levies payable under respective statutes. However, if any further tax or levy or cess is imposed by Statute, after the last stipulated date for the receipt of tender including extensions if any and the contractor thereupon necessarily and properly pays such taxes/levies/cess, the contractor shall be reimbursed the amount so paid, provided such payments, if any, is not, in the opinion of the 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.
- (ii) The contractor shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary and shall allow inspection of the same by a duly authorized representative of the CLE and/or the Engineer-in-Charge and shall also furnish such other information/document as the Engineer-in-Charge may require from time to time.
- (iii) The contractor shall, within a period of 30 days of the imposition of any such further tax or levy or cess, give a

written notice thereof to the Engineer-in-charge that the same is given pursuant to this condition, together with all necessary information relating thereto.

CLAUSE 39

Termination of Contract on death of contractor

Without prejudice to any of the rights or remedies under this contract, if the contractor dies, the Executive Director, CLE shall have the option of terminating the contract without compensation to the contractor.

CLAUSE 40

If relative working in CLE/CLRI then the contractor not allowed to tender

The contractor shall not be permitted to tender for works in the CLE/CLRI 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/CLRI 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/CLRI. 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.

CLAUSE 41

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

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

CLAUSE 42

Recovery for excess / less material used

(i) Over the theoretical quantities of materials so computed a variation shall be allowed as specified in Schedule ‘F’. The difference in the net quantities of material actually issued to the contractor and the theoretical quantities including such authorized variation, if not returned by the

contractor or if not fully reconciled to the satisfaction of the Engineer-in-Charge within fifteen days of the issue of written notice by the Engineer-in-charge to this effect shall be recovered at the rates specified in Schedule 'F', without prejudice to the provision of the relevant conditions regarding return of materials governing the contract. Decision of Engineer-in-Charge in regard to theoretical quantities of materials, which should have been actually used as per the Annexure of the standard schedule of rates and recovery at rates specified in Schedule 'F', shall be final & binding on the contractor. For non-scheduled items, the decision of the Superintending Engineer regarding theoretical quantities of materials which should have been actually used, shall be final and binding on the contractor

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

CLAUSE 43

Compensation during warlike situations

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

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

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

CLAUSE 44

Apprentices
Act
provisions
to be
complied
with

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

CLAUSE 45

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

SECTION D
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. ($11\frac{1}{2}$ ") 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 off by suitable means to avoid mishaps of any kind. Proper warning signs should be displayed for the safety of the public whenever cleaning works are undertaken during night or day.

- g) No smoking or open flames shall be allowed near the blocked manhole being cleaned.
- h) The malba obtained on account of cleaning of blocked manholes and sewer lines should be immediately removed to avoid accidents on account of slippery nature of the malba.
- i) Workers should not be allowed to work inside the manhole continuously. He should be given rest intermittently. The Engineer-in-Charge 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 Engineer-in-Charge of the department or their representatives.
16. Notwithstanding the above clauses from (1) to (15), there is nothing in these to exempt the contractor from the operations of any other Act or Rule in force in the Republic of India.

**Model Rules for the Protection of
Health and sanitary arrangements for workers
Employed by 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.

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 background 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 recoupment of the equipment when necessary.
- (iv) Nothing except the prescribed contents shall be kept in the First-aid box.
- (v) The first-aid box shall be kept in charge of a responsible person who shall always be readily available during the working hours of the work place.
- (vi) A person in charge of the First-aid box shall be a person trained in First-aid treatment in the work places where the number of contract labour employed is 150 or more.
- (vii) In work places where the number of contract labour employed is 500 or more and hospital facilities are not available within easy distance from the works. First-aid posts shall be established and run by a trained compounder. The compounder shall be on duty and shall be available at all

hours when the workers are at work.

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

4. Drinking water

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

5. Washing 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) At every work place, at which 20 or more women worker are ordinarily employed, there shall be provided two rooms of reasonable dimensions for the use of their children under the age of six years. One room shall be used as a play room for the children and the other as their bedroom. The rooms shall be constructed with specifications as per clause 19H (ii) a, b & c.
- (ii) The rooms shall be provided with suitable and sufficient openings for light and ventilation. There shall be adequate provision of sweepers to keep the places clean.

- (iii) The contractor shall supply adequate number of toys and games in the play room and sufficient number of cots and beddings in the bed room.
- (iv) The contractor shall provide one 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.

12. Amendments

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

CONTRACTOR'S LABOUR REGULATIONS

1. Short title

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

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.

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

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 Appendix 'III'.

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 Engineer-in-Charge under acknowledgment.
- x) It shall be the duty of the contractor to ensure the disbursement of wages in the presence of the Junior Engineer or any other authorized representative of the Engineer-in-Charge who will be required to be present at the place and time of disbursement of wages by the contractor to workmen.
- xi) The contractor shall obtain from the Junior Engineer or any other authorized representative of the Engineer-in-Charge as the case may be, a certificate under his signature at the end of the entries in the "Register of Wages" or the "Wage-cum-Muster Roll" as the case may be in the following form:-

"Certified that the amount shown in column Nohas been paid to the workman concerned in my presence on at"

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.

7. Labour records

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

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

9. Employment card

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

10. Service certificate

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

11. Preservation of labour records

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

12. Power of labour officer to make investigations or enquiry

The Labour Officer or any person 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.

13. Report of labour officer

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

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

14. 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.

15. 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.

16. 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.

17 Submission of returns

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

18. Amendments

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

REGISTER OF MATERNITY BENEFITS (Clause 19 F)

Name and address of the contractor.....

Name and location of the work

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

Date on which maternity leave commenced and ended

Date of delivery/miscarriage	In case of delivery		In case of miscarriage	
	Commenced	Ended	Commenced	Ended
6	7	8	9	10

Leave pay paid to the employee

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

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

Name and address of the contractor.....

Name and location of the work

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

Labour Board

Name of work

Name of Contractor

Address of Contractor

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

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

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

Name of Labour Enforcement Officer

Address of Labour Enforcement Officer

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

Weekly holiday

Wage period

Date of payment of wages

Working hours

Rest interval

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

Name and address of contractor.....

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

Nature and location of work.....

Name and address of Principal Employer.....

Sl. No.	Name and Surname of workman	Age and Sex	Father's/Husband's name	Nature of employment/designation	Permanent home address of the workman (Village and 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

**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: Monthly/Fortnight

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

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

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

**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.....

SI. 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

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 unauthorised particles at the work place.**
15. **Bad workmanship in construction and maintenance by skilled workers which is not approved by the Department and for which the contractors are compelled to undertake rectifications.**
16. **Making false complaints and/or misleading statements.**
17. **Engaging on trade within the premises of the establishments.**
18. **Any unauthorised divulgence of business affairs of the employees.**
19. **Collection or canvassing for the collection of any money 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.**

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

Register of Advances

Name and Address of contractor

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

Nature and location of work

Name and address of Principal Employer

Sl. No.	Name of 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 was repaid	Remarks
1	2	3	4	5	6	7	8	9	10	11

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

To

The Chief Engineer/ADG/DGW
.....(Zone of Region)
.....

Dear Sir,

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

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

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

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

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

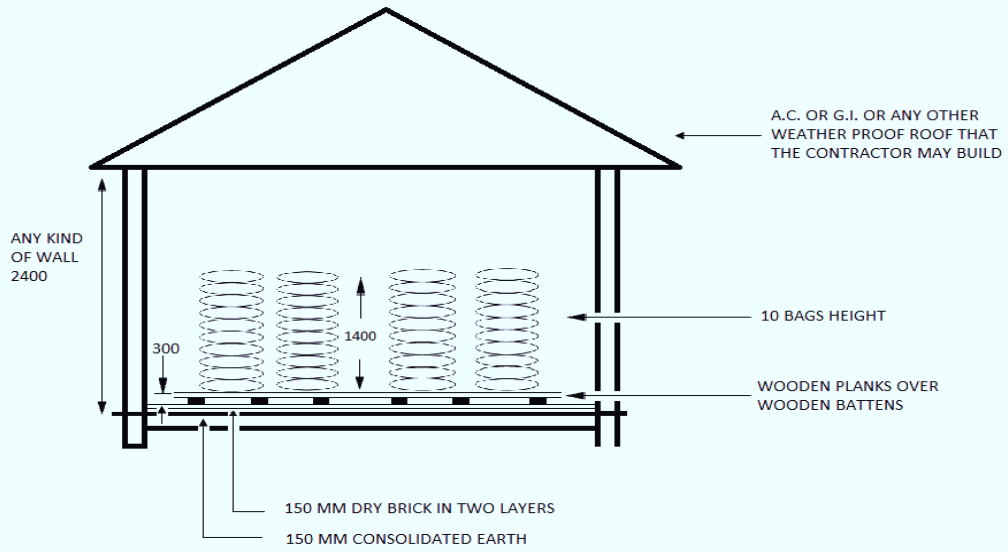
Yours faithfully

(Signatures)

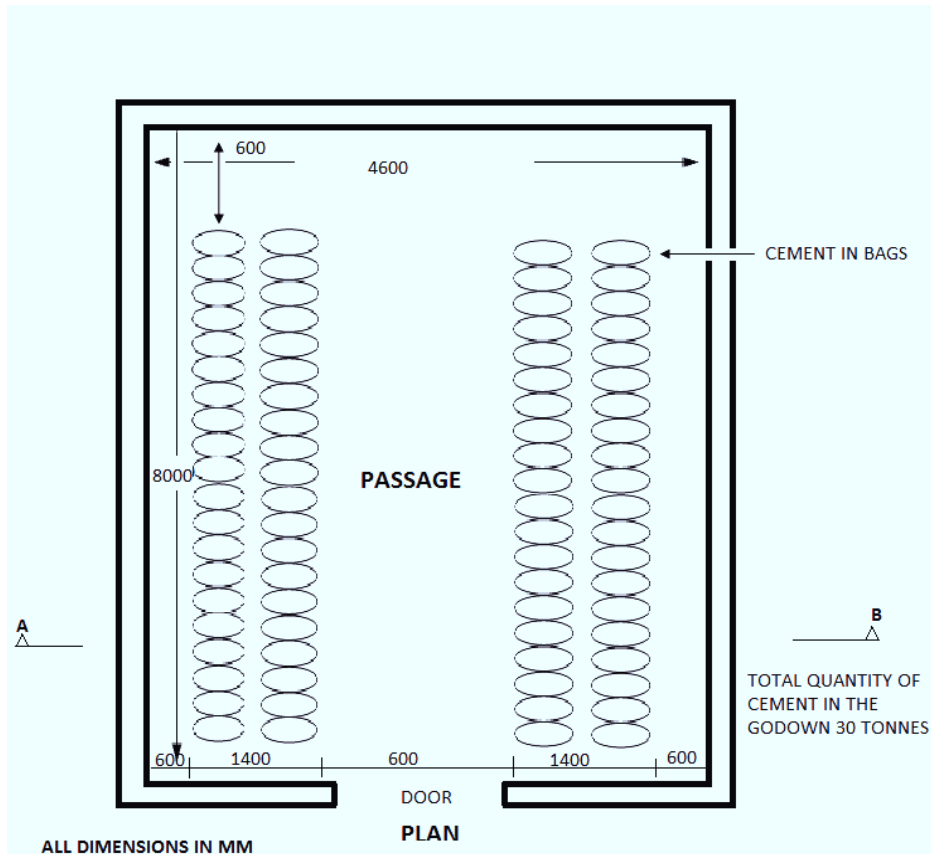
Copy in duplicate to:

1. The Executive Engineer,
.....Division.

SKETCH OF CEMENT GODOWN



SECTION AB



FORMAT OF BANK GUARANTEE FOR SECURITY DEPOSIT

Name & address of the Bank

Bank Guarantee No.

Place

Date

To

The Executive Director,
Council for Leather Exports (CLE),
CMDA Tower II, 3rd Floor, Gandhi-Irwin Bridge Road,
Egmore, Chennai - 600 008

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, 3rd Floor, Egmore, Chennai - 600 008 (CLE) (hereinafter referred to as the "EMPLOYER" which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assign) 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 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, executors 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 Contractor 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,

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 twelve (12) 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 Guarantees only and only if the Company serves upon the Bank a written claim or demand on or before _____ (including the twelve 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

The Executive Director,
Council for Leather Exports (CLE),
CMDA Tower II, 3rd Floor, Gandhi-Irwin Bridge Road,
Egmore, Chennai - 600 008

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 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 Contractor and without cavil or argument, any sum or sums 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 15 and with a claim period of sixty days 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 ADVANCE PAYMENT

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 Advance Payment

In consideration of Council for leather Export, a company registered under companies Act, 1956 having its registered office at CMDA Tower II, 3rd Floor, Egmore, Chennai - 600 008, Tamilnadu 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 assign) 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 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. maximum of ten percent of the said value of the 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 charge 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.

The 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 Guarantees only and only if the Company serves upon the Bank a written claim or demand on or before _____ .

**(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 witnessed as follows:

1. In this agreement words and expression shall have the same meaning 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. Letter of Acceptance / Work Order issued by the CLE
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 service 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: