

## **COUNCIL FOR LEATHER EXPORTS**

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

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# **CREATION OF 750 KLD ADDITIONAL CAPACITY OF ZLD SYSTEM IN VISHTEC CETP MELVISHARAM, VELLORE DISTRICT, TAMILNADU**

UNDER CENTRAL ASIDE COMPONENT OF GOVERNMENT OF INDIA

Tender Notice No.: CLE - HO / ASIDE/VISHTEC CETP/2016 dated 31-10-2016

## **TENDER DOCUMENT**

**Volume - 1: General - Instruction to Bidders,  
General Conditions of Contract & Safety Code  
for**

**VISHTEC CETP,  
C. Abdul Hakeem Road,  
Melvisharam - 632509  
Vellore District**

Promoter Organization:

Visharam Tanners Enviro Control Systems Private Limited (VISHTEC)

C. Abdul Hakeem Road,  
Melvisharam - 632509  
Vellore District

**Brief Summary**

Melvisharam is a tannery town in the state of Tamil Nadu, close to Vellore. It is one of the important tanning centers in India. There are about 37 tanneries connected to a Common Effluent Treatment Plant viz. M/s. Visharam Tanners Enviro Control Systems Private Limited (VISHTEC CETP). VISHTEC CETP has proposed to increase their the existing CETP utilization capacity from 600 cu.m /day to 1,350 cu.m/day by adding additional Zero Liquid Discharge System, consist of 600 cu.m/day capacity R.O System, 150 cu.m/day capacity saline effluent conveyance and separate treatment system & 300 cu.m/day capacity Multiple Effect Evaporator in the existing VISHTEC-CETP.

This Project is for creation of additional capacity of Zero Liquid Discharge system in the existing VISHTEC CETP is being implemented by the Council for Leather Exports (CLE) and CLE has appointed Tamilnadu Water Investment Co. Ltd., (TWIC) as Project Management Consultant (PMC) for implementing the project.

**Scope of Work:**

The Construction of additional 750 KLD capacity of Zero Liquid Discharge (ZLD) system is under Turnkey basis, and is divided into 3 independent schedule of works as described below:

**Schedule A:** Construction, Supply, Erection, Testing, & commissioning of 600 cu.m/day Reverse Osmosis (RO) system under turnkey including Pre-treatment units, Civil, Electro Mechanical & Instrumentation works.

**Schedule B:** Construction, Supply, Erection, Testing, & commissioning of 150 cu.m/day Saline Effluent Conveyance and Treatment system including Civil, Electro Mechanical & Instrumentation works.

**Schedule C:** Construction, Supply, Fabrication, Erection, Testing, & commissioning of 300 cu.m/day capacity Multiple Effect Evaporator including Civil, Electro Mechanical & Instrumentation works.

Three Separate Contracts against the above schedules would be awarded based on fulfillment of Technical qualification and lowest price quoted for respective schedules.

In this tender document, the conceptual design, indicative plan of the area and building has been provided for submission of tender under turnkey contract basis. An Indicative Bill of Quantities (BOQ) has been provided to give an idea of items required.

The Price quoted will be final until completion of the project. No escalation or additional quantities are acceptable. If any additional quantities are required, the bidders shall provide the additional quantities with additional sheets in the technical bid and the same has to be reproduced along with unit prices in the price bid.

The successful tenderer shall prepare a detailed Design, Engineering architectural, structural design calculations, and all working engineering including construction drawings based on this tender document and submit before the commencement of the work for the approval of PMC / CLE. The successful tenderer shall obtain the approval of structural design calculations and structural drawings for construction from Structural Engineering Department of Anna University (AU), Chennai or Indian Institute of Technology, Madras (IITM) or CSIR - Structural Engineering Research Center (SERC), Chennai. The approval of structural design calculations and design drawings from above institutions (IITM / SERC / AU) shall be obtained for all works as required in this tender document. The saline liquor collection system should be designed to meet the standard design criteria and got it approved by PMC before execution at site.

Successful Bidder shall co-ordinate with VISHTEC CETP for getting approval of Building plan from local municipality, obtaining consent to establishment (CTO) from TNPCB, Safety Certificate for Electrical Installation from Electrical inspectorate, Additional Electrical load approval from TANGEDCO, Provisional order for Boiler from Boiler Inspectorate & necessary fee, out of pocket expenses **for the same shall be paid by VISHTEC CETP**. All necessary documentation support like drawings, etc., shall be provided by the contractor. All other necessary approval of any manner including those of compliance to statutory legislations required by the contractor for smooth and proper execution of works shall be the responsibility of the contractor.

# **SECTION 1.A.**

## **INSTRUCTIONS TO BIDDERS (ITB)**

## 1. Introduction

- 1.1. Melvisharam is a tannery town in the state of Tamil Nadu, close to Vellore. It is one of the important tanning centers in India. There are about 37 tanneries connected to VISHTEC CETP.
- 1.2. VISHTEC CETP has proposed to increase their the existing CETP utilization capacity from 600 cu.m/day to 1,350 cu.m/day by adding additional Zero Liquid Discharge System, consists of 600 cu.m/day capacity R.O System and 150 cu.m/day capacity saline effluent conveyance and separate treatment system and 300 cu.m/day capacity Multiple Effect Evaporator Evaporator in the existing VISHTEC-CETP.
- 1.3. This Project for creation of additional 750 KLD capacity of Zero Liquid Discharge system in the existing VISHTEC CETP is being implemented by the Council for Leather Exports (CLE) and CLE has appointed Tamilnadu Water Investment Co. Ltd., (TWIC) as Project Management Consultant (PMC) for implementing the project.
- 1.4. The Ministry of Commerce and Industry, Government of India, has approved the creation of additional 750 KLD capacity of Zero Liquid Discharge (ZLD) system in the existing VISHTEC CETP promoted by M/s. Visharam Tanners Enviro Control Systems Private Limited under central component of ASIDE Scheme. The Council for leather Exports (CLE) is the project implementation agency. CLE invites tenders in accordance with the conditions of this tender documents from eligible EPC contractors. The contact details of the CLE is given below:

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

- 1.5. VISHTEC CETP has the land area required for the project activity, within the existing CETP compound at the following address:

The Managing Director

M/s. Visharam Tanners Enviro Control Systems Private Limited,  
C. Abdul Hakeem Road, Melvisharam - 632509

Vellore District

Telephone: 04172 –267344

Email: [vishtecetp@yahoo.com](mailto:vishtecetp@yahoo.com)

Contact Person: Mr. Kaka Khalid Ameen, General Manager,

Mobile No.: 9443283170

- 1.6. Tamilnadu Water Investment Company Limited, (TWIC), Chennai is the Project Management Consultant (PMC) engaged by CLE for the project creation of additional capacity of Zero Liquid Discharge (ZLD) system in existing VISHTEC CETP and as such, the TWIC contact details are given under:

The Project Manager

Tamilnadu Water Investment Company Limited,  
“Polyhose Towers” (SPIC Annex Building), I st, Floor,  
No. 86, Mount Road, Chennai - 600032

Tel: 044 - 22351870/ 22351871

Fax: 044- 22351894

Contact Person: Mr. S. Mohamed Ismail, Project Manager,

Mobile No.: 7338815810, Email: [ismail@twic.co.in](mailto:ismail@twic.co.in)

- 1.7. Brief description of proposed work involves the following:

Site location: The proposed site is located at Visharam Tanners Enviro Control Systems Private Limited, C. Abdul Hakeem Road, Melvisharam – 632509, Vellore District, Tamilnadu

The coordinates of the site are 12°54’14.08” N, and 79°16’40.11” E. The site is located in Melvisharam which is about 120 km from Chennai.

The following are the main categories of works:

The scope is intended to cover the design, engineering, procurement, Manufacture, shop fabrication, assembly, pre-assembly, tests and inspection at Manufacturer’s works, packing, shipment, supply, unloading, leading to storage

area, reloading, leading to erection site, erection & commissioning, trial run and performance testing of Reverse Osmosis Plant, Saline effluent conveyance and treatment & Multiple Effect Evaporator in accordance with the specifications drawings and bill of quantities given in the Tender Document.

**Schedule A:** Construction, Supply, Erection, Testing, & commissioning of 600 cu.m/day Reverse Osmosis (RO) system under turnkey including Pre-treatment units, Civil, Electro Mechanical & Instrumentation works.

**Schedule B:** Construction, Supply, Erection, Testing, & commissioning of 150 cu.m/day saline effluent conveyance and separate treatment system including Civil, Electro Mechanical & Instrumentation works.

**Schedule C:** Construction, Supply, Fabrication, Erection, Testing, & commissioning of 300 cu.m/day Multiple Effect EvaporatorEvaporator including Civil, Electro Mechanical & Instrumentation works.

## 1.8. Detailed Work Description:

### 1.8.1. Schedule -A: Reverse Osmosis System:

Construction, Supply, Erection, Testing, & commissioning of 600 KLD Reverse Osmosis (RO) system under turnkey (including Civil, Electro Mechanical & instrumentation works) consist of following items:

#### 1.8.1.1. R.O Pre-Treatment:

- Web based Centralized on-line Flow Monitoring system and TDS control System in the member tannery units.
- Automated Rake Bar Screen
- Automated Rotary Drum Screen
- RCC Pre-settler along with Filter press
- Fixed Aerators, On-line D.O meter in the Aeration Tanks

#### 1.8.1.2. Reverse Osmosis Plant:

- Reactor clarifier mechanism, dosing system & Sludge thickener
- Quartz filter with frontal pipe work and initial charge of sand bed with all valves and interconnecting piping
- Ultra-filtration system along with Auto back washable filter, CIP system & backwash system along with blower & manual basket filter, online instruments
- Reverse Osmosis system along with micron filter, dosing system, CIP system & backwash system, online instruments
- PLC with SCADA, UPS & Servo Stabilizer for UF & RO systems

### 1.8.2. Schedule -B: Saline effluent conveyance and separate treatment system

Construction, Supply, Erection, Testing, & commissioning of 150 cu.m/day saline effluent conveyance and separate treatment system consist of following items:

- Saline effluent conveyance pipeline between Individual tannery units and CETP with total length of 2300 m gravity and 1200 m pumping main and 52 numbers of RCC / HDPE manholes in the conveyance line
- Saline treatment system includes feed tank, Reactor clarifier with chemical dosing system
- Recovered water distribution pipe line between CETP and Individual tannery units.

### 1.8.3. Schedule -C: Multiple Effect Evaporator

Construction, Supply, Fabrication, Erection, Testing, & commissioning of 300 cu.m/day Multiple Effect Evaporator (including Civil, Electro Mechanical & Instrumentation works)

- Multiple effect evaporator system with sodium chloride salt recovery system
- Agitated thin film dryer for mixed salt generation with capacity of 10 cu.m/day
- 6 Tons/hr capacity wood fired Steam Boiler.

1.9. The main points of the tender are provided below:

Earnest money deposit:	Schedule	Description of work	Earnest Money Deposit, Rs
	Schedule A	Construction, Supply, Erection, Testing, & commissioning of 600 KLD Reverse Osmosis (RO) system under turnkey (including Civil, Electro Mechanical & instrumentation works)	Rs. 7.20 Lakhs
	Schedule B	Construction, Supply, Erection, Testing, & commissioning of 150 cu.m/day saline effluent segregation and separate treatment system	Rs. 2.80 Lakhs
	Schedule C	Construction, Supply, Fabrication, Erection, Testing, & commissioning of 300 cu.m/day capacity Multiple Effect Evaporator (including Civil, Electro Mechanical & instrumentation works)	Rs. 7.65 Lakhs
<p>Earnest Money shall be submitted at the time of submission of tender comprising of Technical bid (Part I) and Financial Bid (Part II). Earnest Money to be submitted in the form of Demand Draft from Nationalized Bank issued in favor of Council for leather Exports payable at Chennai. Cheque for EMD will not be accepted. Tenders which are not accompanied with Earnest Money Deposit shall be summarily rejected.</p>			

Period of Completion	Schedule A : 5 months Schedule B : 5 months Schedule C : 6 months
Bidding procedure	Two bid system
Stipulated dates of tendering	Issuance of tender document. From 02-11-2016 to 22-11-2016 from 10.00 AM to 5.00 PM on all working days <b>Pre - bid meeting</b> will be held on 10 <sup>th</sup> November, 2016 (Thursday) at 11.30 a.m at CLE, Chennai. <b>Last date for submission of bids:</b> Before 3.00 PM on 24 <sup>th</sup> November, 2016 (Thursday) at CLE, Chennai. <b>Opening of technical bids:</b> 3.30 PM on 24 <sup>th</sup> November 2016, (Thursday) at CLE, Chennai.
Cost of tender document	Rs 10,000/- to be remitted by demand draft favoring Council for Leather Exports (CLE) payable at Chennai or by cash (non - refundable)
Contents of tender document	<b>Tender document - Volume - 1: General</b> SECTION 1.A : Instruction To Bidders (ITB) SECTION 1.B : Performa of Schedules SECTION 1.C : General conditions of contract (GCC) SECTION 1.D : Safety code  <b>Tender document : Volume - 2: Technical Specifications</b> SECTION 2.A - General Civil Specification for Schedule A, B & C SECTION 2.B - General Electrical Specification for Schedule A, B & C SECTION 2.C i Technical specifications for R.O Pre-treatment–Schedule A SECTION 2.C ii - Technical specifications for RO Plant -Schedule A  SECTION 2.D - Technical specifications for Saline effluent conveyance and separate treatment system- Schedule B SECTION 2.E - Technical specifications for Multiple Effect Evaporator <b>Tender document - Volume - 3 : Bill of quantities (BOQ) and price bid</b> SECTION 3.A - Bill of quantities and price bid for RO System (Schedule A) SECTION 3.B - Bill for quantities and price bid for Saline effluent conveyance and separate treatment system (Schedule B) SECTION 3.C - Bill for quantities and price bid for Multiple Effect Evaporator (Schedule C)  <b>Annexures to the Tender Document:</b> Topographical survey report pipeline route, Geotechnical investigation report, Process Flow Diagram, Plant layout, Hydraulic Flow Diagram & Electrical Single Line Diagram & Civil Structural Drawings.

- 1.10. Three separate Contracts against the above schedules would be awarded based on fulfillment of Technical qualification and lowest price quoted for respective schedules.
- 1.11. Penalty for the delay in completion shall be levied @ 1.5% of the contract price per calendar month including Sundays and holidays, subject to a ceiling of 10% of the contract value, as mentioned in Clause 60 of the General Conditions of Contract.
- 1.12. Successful Tenderer shall have to pay the Performance Guarantee to the tune of 5% of the Contract value either by way of Demand Draft or by way of Bank Guarantee issued by a Nationalized Bank in favor of the Council for Leather Exports.

## **A. SCOPE OF WORK**

### **2. Scope of Work**

- 2.1. Scope of work involves design, engineering, procurement, Manufacture, shop fabrication, assembly, pre-assembly, tests and inspection at Manufacturer's works, packing, shipment, supply, unloading, leading to storage area, reloading, leading to erection site, construction, erection & commissioning, trial run and performance testing of Pre-treatment System, Reverse Osmosis plant, Saline effluent conveyance and treatment system & Multiple Effect Evaporator in accordance with the specifications drawings and bill of quantities given in the Tender Document civil works and allied services in accordance with the specifications, drawings and bill of quantities given in the Tender Document.
- 2.2. The scope of work also involves site development, soil investigation & foundation design, structural design, civil work design, preparation of architectural and working drawings, all forms of civil works 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 reputed organization viz. IIT Madras or Anna University, Chennai or CSIR - SERC, Chennai. Cost of vetting of Engineering Documents structural design shall be borne by the contractor.
- 2.3. Soil investigation is to be carried out by the contractor to arrive at the foundation design.

- 2.4. The Saline effluent conveyance and treatment system should be designed to meet the standard design criteria and got it approved by PMC before execution at site.
- 2.5. The detailed scope of work is provided in Section no. 1.9, however 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.
- 2.6. On approval of designs, the contractor has to prepare and submit detailed engineering drawings and work schedule to PMC.
- 2.7. Electrical works in Reverse Osmosis (RO) system, Saline effluent conveyance and Multiple Effect Evaporator including supply, installation of LT panel boards for lights and fans, lighting indoor, provision of light fittings and lights in LED, fans and cabling for lighting including earth pits.
- 2.8. Storm water drainage around the road and chemical house should be connected to a rain water harvesting system.
- 2.9. Successful Bidder shall co-ordinate with VISHTEC CETP for getting approval of Building plan from local municipality, obtaining consent to establishment (CTO) from TNPCB, Safety Certificate for Electrical Installation from Electrical inspectorate, Additional Electrical load approval from TANGEDCO, Provisional order for Boiler from Boiler Inspectorate & necessary fee, out of pocket expenses for the same shall be paid by VISHTEC CETP. All necessary documentation support like drawings, etc., shall be provided by the contractor. All other necessary approval of any manner including those of compliance to statutory legislations required by the contractor for smooth and proper execution of works shall be the responsibility of the contractor.
- 2.10. Submission of regular progress report to CLE / TWIC on monthly basis is also responsibility of the Contractor.
- 2.11. All works including civil, electromechanical and instrumentation works to complete the entire project are under the scope of the successful tenderer. The work includes but it is not limited to the activity covered under BOQ given in the price schedule and work is deemed to have been accepted/awarded to the successful tenderer on a turnkey basis. Hence any other items required for the successful completion of above works but not included in the BOQ shall be

included as Additional item and the same should be indicated in the technical bid as well as financial bids with detailed specifications and quantities. The additional items cannot be included after fixing the prices and any additional items mandatorily required for functional completion and satisfactory operations should be provided by the tenderer and it is deemed to be in the scope of contractor with in the agreed price fixed. The rate fixed in the work order shall remain until completion of the project.

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

### 3. Period of Completion

- 3.1. The entire Works given in the Scope of work shall be completed from the date of issuance of Letter of intent within a period as mentioned below:

Schedule	Work Item	Maximum time duration for completion of works from date of issue of Notice to proceed with the work
Schedule A	Reverse Osmosis (RO) System	5 months
Schedule B	Saline effluent conveyance and separate treatment system	5 months
Schedule C	Multiple Effect Evaporator	6 months

- 3.2. Tenderers shall submit together with their Tenders a detailed programme in the form of a bar chart showing the various activities to be carried out in order to complete the Works on schedule.

### 4. Climatic Conditions

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

## 5. Eligibility Criteria for Tenderer

5.1. To become eligible for award of contract, each bidder in its name should have in the last three years ending 31<sup>st</sup> March 2016

- (i) Bidding Firm should have following Average Annual Financial Turnover during the last 3 years, ending 31<sup>st</sup> March 2016:

Schedule	Work Item	Average Annual Financial Turnover during the last 3 years, Rs. Lakhs
Schedule A	Reverse Osmosis (RO) System	Rs. 220 Lakhs
Schedule B	Saline effluent conveyance and separate treatment system	Rs. 85 Lakhs
Schedule C	Multiple Effect Evaporator	Rs. 230 Lakhs

Note: If a bidder is quoting for more than one Schedule, then they should have cumulative Annual Financial Turnover during the last 3 years ending 31<sup>st</sup> March 2016 cumulative to respective turnover equal to the amount as mentioned in the above mentioned table.

- (ii) Should have bank solvency certificate of a nationalized bank /scheduled bank for a minimum amount as mentioned in the following table for each item of work:

Schedule	Work Item	Minimum amount for bank solvency certificate, Rs. Lakhs
Schedule A	Reverse Osmosis (RO) System	Rs. 220 Lakhs
Schedule B	Saline effluent conveyance and separate treatment system	Rs. 85 Lakhs
Schedule C	Multiple Effect Evaporator	Rs. 230 Lakhs

Note: If a bidder is quoting for more than one Schedule, then they should have Minimum amount for bank solvency certificate cumulative to respective turnover equal to the amount as mentioned in the above mentioned table.

- (iii) Should have Experience of having successfully completed similar works for respective schedule of work as per clause No. 5.2 during last 7 years ending last day of month previous to the one in which applications are incited should be either of the following:

<b>Schedule</b>	<b>Work Item</b>	<b>Experience</b>
Schedule A	Reverse Osmosis (RO) System	Three similar completed works costing not less than Rs. 290 lakhs <b>or</b> Two similar completed works costing not less than Rs. 360 Lakhs. <b>or</b> One similar completed work costing not less than Rs. 580 lakhs.
Schedule B	Saline effluent conveyance and separate treatment system	Three similar completed works costing not less than Rs. 115 lakhs <b>or</b> Two similar completed works costing not less than Rs. 140 Lakhs. <b>or</b> One similar completed work costing not less than Rs. 230 lakhs.
Schedule C	Multiple Effect Evaporator	Three similar completed works costing not less than Rs. 310 lakhs <b>or</b> Two similar completed works costing not less than Rs. 385 Lakhs. <b>or</b> One similar completed work costing not less than Rs. 615 lakhs.

- (iv) If a bidder quoting for more than one Schedule, then they should have Experience of having successfully completed similar works during last 7 years ending last day of month to the one in which applications are incited should be

equal to or above to the value cumulative amount equal to the corresponding amount for each of the Schedules as mentioned in (iii) above.

For example, if a bidder would like to quote for all the three Schedules, then the company should have

a) One similar completed work costing not less than Rs. 1425 lakhs.

or

b) Two similar completed works costing not less than Rs. 885 lakhs

or

c) Three similar completed works costing not less than Rs. 715 lakhs

(v) Only Indian tenders 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 creation of additional ZLD capacity in the existing VISHTEC CETP PMC/CLE's decision will be final.

(vi) Definition of similar work as defined under 5.2

5.2. Similar nature of work experience should be as detailed below:

**5.2.1. For Schedule A:**

Experience in Construction, Supply, Installation, and Testing & Commissioning of minimum capacity of 600 KLD Reverse Osmosis (RO) System.

**5.2.2. For Schedule B:**

Experience in Supply, Fabrication, Laying and testing & Commissioning of Industrial Wastewater collection and commissioning system with minimum capacity of 150 KLD effluent carrying capacity.

**5.2.3. For Schedule C:**

Experience in Construction, Supply, Installation, and Testing & Commissioning of minimum capacity of 300 KLD Multiple Effect Evaporator System.

5.3. Three separate Contracts against the above schedules would be awarded based on fulfillment of Technical qualification and lowest price quoted for respective schedules.

5.4. A tenderer shall not be considered eligible for the award of contract if:

- (i) They are bankrupt
- (ii) Payments to them have been suspended in accordance with the judgment of a court or a judgment 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.
- (iii) 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.
- (iv) He is guilty of serious misrepresentation with regard to information required for participation in an invitation to tender.
- (v) He is in breach of contract on another contract with the Employer and / or the State of Tamil Nadu / Union of India

5.5. List of documents to be submitted in Technical bid sealed cover (Part - I) are (All in English language only):

The Tenderer shall submit the following documentary information in support of the qualification on technical experience and financial standing. This is a mandatory requirement and shall be submitted as per the details given herein without fail in Technical Bid cover. PMC/CLE will scrutinize the technical bid and will open only those bids who are technically fulfilling all the requirement as per the tender specification and other bids will be rejected.

The technical bid shall be submitted in two copies, marked as 'Original' and other '1<sup>st</sup> Copy'.

- (i) Letter of tender
- (ii) Covering letter (as per Appendix 1)
- (iii) Proof of purchasing tender in their name
- (iv) EMD Amount in the form of DD favoring 'Council for Leather Exports' payable at Chennai. Only DD will be accepted. If tender quotes to more than one schedule of work, separate DD to be enclosed for each schedule of work.

- (v) A copy of documents showing organization chart, legal status, place of registration of the headquarters and written powers of attorney to the signatory to obligate.
- (vi) Certified power of Attorney authorized or representatives of the firm to sign the tender and all subsequent communication.
- (vii) Photo Copies of the PAN no. and TIN.
- (viii) Income tax returns filed for last three years 2013 -14, 2014- 15 and 2015 - 16.
- (ix) Solvency certificated from the bank.
- (x) 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 5.4 of ITB.
- (xi) Details of manpower proposed for Project Management and for site Management including qualification and experience of the personnel.
- (xii) Details of technical expertise, list of completed and on - going works on hand as mentioned in Volume - I, Section 5.1 of ITB (iii) in the format given in Appendix 2.
- (xiii) Performance certificate/s of the completed projects from the respective clients in support of the successful completion of the projects. 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.
- (xiv) 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 Contractor for the Works. An undertaking in this regard has to be submitted as per the format in Appendix 3
- (xv) List of equipment available with tenders
- (xvi) Financial capacity as per Appendix 4
- (xvii) The Tender document and drawings with all pages and drawings should be duly signed by the authorized signatory of the Tenderer and stamped with the Company seal along with addends, if any, issued by CLE shall be returned after

signed by the tenderer in each page as it is (with signature and seal) in token of having read, understood and accepted the various terms, conditions, specifications and drawings of the Tender document.

- (xviii) PMC/CLE will scrutinize the technical bid and will open only those bids who are technically fulfilling all the requirement as per the tender specification and other bids will be rejected.

5.6. The Tenderer shall also submit the following information in the technical bid.

- (i) A photocopy of the Schedule of Prices and Annexure to the Schedule of Prices as submitted by the tenderer in the volume 3 cover 1 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 in the same manner by the Tenderer and deviation or alteration of the format shall be submitted in the technical bid (Volume 2, Envelop 1)
- (ii) PMC/CLE will scrutinize the technical bid and price bid (Volume 3, Envelop 2) will be opened for technically qualified Tenderers on date intimated to all Tenderers.

5.7. List of documents to be submitted in financial bid sealed cover (Part - II):

- (i) 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.
- (ii) Signed copy with bidder's Seal of the original price bid
- (iii) Financial capacity as per Appendix - 2
- (iv) Since the project is on turnkey lump sum basis, no escalation clause shall be considered for payment whatsoever.

## **6. Only One tender for on Schedule by any Tenderer**

A Tenderer can submit only one Offer/tender for any individual Schedule. In case a Tenderers submits more than one Tender for same Schedule, both the Tenders shall be disqualified. **One tenderer can submit tender for all three schedules separately (A, B & C) along with respective EMD**

## 7. Cost of Tendering

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

## 8. Site visit

The Tenderer shall have visited the site, examined the nature thereof, perused the Drawings and to have made himself thoroughly acquainted by his own independent observations and enquiries with the nature, topography, soil characteristics, power supply source, climatic details, 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 monetary or all of the aforesaid matters will be entertained. The costs of visiting the Site shall be at the Tenderers own expense.

## B. TENDER DOCUMENTS

### 9. Contents of Tender Documents

The Tender Documents for this Contract contain the following and any addendum issued in accordance with Section 14 of the Instructions to Tenderers.

Tender document - Volume - 1: General	SECTION 1.A: Instruction To Bidders (ITB) SECTION 1.B: Proforma of Schedules SECTION 1.C: General conditions of contract (GCC) SECTION 1.D: Safety code
Tender document - Volume - 2: Technical Specifications	SECTION 2.A - General Civil Specification for Schedule A, B & C SECTION 2.B - General Electrical Specification for Schedule A, B & C SECTION 2.C i Technical specifications for R.O Pre-treatment SECTION 2.C ii - Technical specifications for RO Plant SECTION 2.D - Technical specifications for Saline effluent conveyance and separate treatment system SECTION 2.E - Technical specifications for Multiple Effect Evaporator

Tender document - Volume - 3: Bill of Quantities	SECTION 3.A Bill of quantities and price bid for 3 Stage Reverse Osmosis (RO) system (Schedule A) SECTION 3.B Bill of quantities and price bid for Saline effluent conveyance and Treatment (Schedule B) SECTION 3.C Bill of quantities and price bid for Multiple Effect Evaporator (Schedule C)
Annexure to the Tender Document	Topographical survey report pipeline route, Geotechnical investigation report, Process Flow Diagram, Plant layout, Hydraulic Flow Diagram & Electrical Single Line Diagram & Civil Structural Drawings.

## 10. Sale of Tender Document

- 10.1. The Tender document can be obtained on payment of a non - refundable fee of Rs.10,000/- (Rupees Ten Thousand only). Payment for the purchase of Tender documents shall be made either by cash or by a crossed demand draft drawn in favor of “Council for Leather Exports” payable in Chennai. The cash or demand draft shall be enclosed with a letter of application for the Tender documents.
- 10.2. The Tender documents can be taken delivery by hand or speed post or by the authorized representative of the Tenderer. For this purpose, the Tenderer shall send along with the application a letter authorizing his representative to collect the Tender Documents personally upon payment of the cost of the Tender documents as specified above.
- 10.3. The tender documents are available in CLE’s Head office and also all CLE’s Regional Officers as mentioned in the following addresses. The applicant for obtaining Tender documents shall be made to the respective office:

Chennai	<p>The Executive Director Council for Leather Exports CMDA Tower - II, 3<sup>rd</sup> Floor, Gandhi Irwin Bridge Road, Egmore, Chennai - 600 008. Ph : 044-28594367 - 71 ( 5 Lines) Fax : 044 - 28594363 &amp; 28594364 Email : <a href="mailto:cle@cleindia.com">cle@cleindia.com</a></p>
Mumbai	<p>The Regional Director (West) Council for Leather Exports STAR HUB, Building 1, Unit No.102, 1<sup>st</sup> Floor Near Hotel Hyatt Regency &amp; ITC Maratha Sahar International Airport Road, Andheri (East), Mumbai - 400 099. Tel : + 91 -22 - 28392221 Fax : + 91- 22- 67256236</p>
Kolkatta	<p>The Regional Director (East) Council for Leather Exports, 1B. First Floor, ‘Duckback House”, 41, Shakespeare Sarani, Kolkatta - 700 017. Tel : + 91 -33 - 22835479/8. Fax: + 91 - 33 - 22877270 E-mail : <a href="mailto:cleer@cleindia.com">cleer@cleindia.com</a></p>
Kanpur	<p>Office In - charge, (Central), Council for Leather Exports, H.B.T.I. Campus (Adjacent to Central Bank of India), Nawaabganj, Kanpur - 208 002. Tel : 0512-2534198, Fax : 0512-2534197 E-mail : <a href="mailto:cleknp@cleindia.com">cleknp@cleindia.com</a></p>
New Delhi	<p>The Regional Director (North) Council for Leather Exports, Unit No.317, DLF Prime Towers, plot No.79 &amp; 80, Block F, Okhla Industrial Area, Phase - I, New Delhi - 110 020 Tel : 011-26814501 / 502, Fax : 011-26814503, Cell : 0 - 9958117009</p>
Agra	<p>The Assistant Director, Council for Leather Exports, S-6, 2<sup>nd</sup> Floor, Friends Tower, Block No.41-B, Sanjay Place, Agra - 282 002. Tel : + 91-562-2852619 / Fax : + 91 - 562 - 2854053 E-mail : <a href="mailto:cleagra@cleindia.com">cleagra@cleindia.com</a></p>

Jalandhar	The Office In-charge Council for Leather Exports CLRI Extension Centre (Testing Lab), Leather Complex, Kapurthala Road, Jalandhar - 144 021, Punjab, India. Tel : + 91 - 181 - 26500967 / Fax : + 91 - 181 - 2650967 E-mail : <a href="mailto:clejalandhar@ymail.com">clejalandhar@ymail.com</a>
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- 10.4. CLE does not accept responsibility either for delays in receipt of the completed Tender documents or any delay experienced by the applicant in receiving the documents including loss of documents in transit. Extension of the bid submission date and time for receipt of the completed documents will not be made on account of any such delays.
- 10.5. The bid documents are available for sales at Council for Leather Exports, Chennai from 02-11-2016 to 22-11-2016 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. 10,000 /- (Rupees Ten Thousand only) by way of Demand Draft drawn in favour of Council for Leather Exports, payable at Chennai or by cash.
- 10.6. The Tender documents are not transferable under any circumstances.

## 11. Tenderer to Check Tender Documents

- 11.1. The Tenderer is particularly requested to check all dimensions, figures and the technical data shown on the drawings and in the technical schedules and obtain his own information on all matters which may in any way affect his Tender price as no claim for extra compensation for any 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. Any omission in the specifications and drawings should be brought to the

knowledge of CLE well in advance and appropriate approval should be obtained well before execution of work at site. In case of execution without prior approval, the payment for that will not be made.

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

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

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

- 13.1. The pre bid meeting shall be held on 10-11-2016 at 11.30 a.m the Council for Leather Exports, Egmore, Chennai - 600 008.
- 13.2. The purpose of the pre - bid meeting will be 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 VISHTEC CETP” to reach TWIC (ismail@twic.co.in) and CLE ([sp@cleindia.com](mailto:sp@cleindia.com); [infra2@cleindia.com](mailto:infra2@cleindia.com)) before the Pre - bid meeting.
- 13.4. The text of the questions raised and the responses given as a result of the pre-bid meeting shall be made CLE/PMC exclusively through the issue of an addendum

pursuant to section 14 of the Instructions to bidders 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 if any.
- 14.2. Any addendum thus issued shall be part of the Tender documents and shall be communicated in writing or by fax or by e mail to all the Tenderers. Tenderers shall acknowledge receipt of each addendum by letter or by fax or by email to CLE/PMC. A signed and stamped copy of the addendum shall be submitted together with the Tender documents. (Reference section 24.7 of the instruction to bidders)
- 14.3. Adequate time for submission of Tenders will be ensured when such addendum is issued.

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

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

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

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

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

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

- 17.1. Tenderers shall submit their Tenders in accordance with the specification of the Tender documents only. Alternative technologies of process or design criteria will not be accepted.

## **18. Tender Price**

- 18.1. The rates quoted by the tenderer in the financial bid is deemed to be all inclusive of all types of duties, taxes, license fees, packing forwarding charges, all kinds of transportation, insurance, erection / installation charges, commissioning and all other expenses and shall be the maximum amount payable for the execution of the works. No extras, on whatever count, shall be paid by the CLE. The tenderers shall ascertain the bill of quantities against the indicative quantities provided. In case of any extras are required, the tenderers may use the BOQ for extra items or quantities.
- 18.2. Tenderers are required to price each and every item in the Bill of quantity and fill in all blanks in the technical schedules legibly and properly. Items unpriced will not be paid for and shall be deemed to be covered by the pricing of other items. Corrections, if any, shall be made out by crossing out, rewriting, signing and dating.
- 18.3. The sum of amounts of all items in the Bill of quantity priced by the Tenderer shall truly represent the amount shown in his Tender. The sum of amount shall be inclusive of all taxes and duties with prevailing rate at the time of Submission of Tender. If Tenderer fails to quote any such taxes & duties in the sum of amounts, it will be treated as inclusive of all taxes & duties. In-case of any changes in the taxes during the project execution period, the difference of tax amount shall alone be paid to the Contractor by the Employer.

## **19. Currency of Tender**

- 19.1. Tenderers shall quote their prices in Indian Rupees only.

## **20. Tender Validity**

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

- 20.2 In exceptional circumstance, 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 Tender's responses shall be made in writing or by fax. A Tenderer may refuse the request without forfeiting his Earnest Money Deposit. A Tenderer agreeing to the request will not be permitted to modify his Tender.

## 21. Earnest Money Deposit

- 21.1. The Tender shall be accompanied by an Earnest Money Deposit (EMD) in the form of a demand draft from a nationalized Bank in favour of Council for Leather Exports payable at Chennai. The EMD amount should be submitted separately as per the following table.

Schedule	Work Item	Earnest Money Deposit, Rs.
Schedule A	Reverse Osmosis (RO) System	7.20 Lakhs
Schedule B	Saline effluent conveyance and treatment	2.80 Lakhs
Schedule C	Multiple Effect Evaporator	7.65 Lakhs

- 21.2. Any Tender submitted without the EMD shall not be considered and shall be summarily rejected.
- 21.3. The EMD of unsuccessful Tenders 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 returned when the Tenderer has furnished the required Security Deposit and signed the Agreement as per the format in the Tender document or it may be adjusted against the Security Deposit.
- 21.5. The EMD may be forfeited if:
- The Tenderer withdraws his Tender after Tender opening and during the Tender Validity period as per Section 20 of ITB.
  - The Tenderer does not accept the correction of the Tender price, pursuant to Section 30 of ITB.

- (iii) 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.
- (iv) If the Tenderer does not accept the stipulation of pursuant to Section 32 of ITB.

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

- 22.1. Three separate contracts against the above schedules would be awarded based on fulfillment of Technical qualification and lowest price quoted for respective schedules.
- 22.2. The Tender shall be signed by a person duly authorized to sign on behalf of the Tenderer along with official seal. All pages of the Tender where entries or amendments with official seal have been made shall be signed by the person or persons signing the Tender. The Tenderer shall enclose a certified copy of the power of Authority authorizing the signatory or signatories to sign the Tender document as per Appendix 5.
- 22.3. The Tender shall contain no alterations or additions, except those to comply with instructions issued by CLE or as necessary to correct errors made by the Tenderer, in which case such corrections shall be signed by the person or persons signing the Tender affixing the official seal.
- 22.4. All the pages in the Schedule of Prices and Technical Schedules should be signed with the official seal by the Tenderer, after filling in the prices in figures and words.

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

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

- 23.1. Tenders in sealed envelope/package as detailed in Section 24 of ITB below will be received by CLE at the address mentioned in section 24.6 of ITB up to 3.00 pm on 24-11-2016 (Thursday). Technical bid will be opened at 3.30 P.M on 24-11-2016 (Thursday) at CLE, Chennai. If the said date happens to be a holiday, Tenders will be received up to 3.00 pm and opened at 3.30 pm on the next working day.
- 23.2. CLE may extend the date for submission of Tenders by issuing an addendum in which cases all the rights and obligations of CLE and the Tenderers previously subject to the original due date for submission will then be subject to the new date for submission as to be extended if any.

## 24. Procedures for Submission of Tenders

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

1<sup>st</sup> Envelope : PART - I - TECHNICAL BID as per section 24.7 with EMD

2<sup>nd</sup> Envelope : PART - II - FINANCIAL BID as per section 24.9

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

- 24.6. The package shall be addressed to

The Executive Director  
Council for Leather Exports,  
CMDA Tower II, 3<sup>rd</sup> Floor,  
Gandhi Irwin Bridge Road,  
Egmore, Chennai - 600 008.  
Phone No. : 044-2859 4367 - 71 (5 Lines)

- 24.7. The Tender Technical bid Cover (Part I) shall contain the following in the sequence indicated in section 5 with documentary proof for technical eligibility criteria as per section 5 for tender submission. 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.

24.8. The “Technical bid” shall NOT contain the following;

- (i) Any indication either direct or indirect or implicit or explicit or implied regarding the Tender Price or its break up details or any other related price indication etc., shall be cause for outright disqualification of the entire Tender.

24.9. The financial bid should be submitted separately for each of the Schedule A for Reverse Osmosis Plant (RO), Schedule B for Saline effluent conveyance and treatment & Schedule C Multiple Effect EvaporatorEvaporator offered by the tenderer. For example, if the bidder is offering for all the three Schedule, then there should be three different price bid covers clearly super scribed schedule of works (i.e Schedule A for RO Osmosis Plant (RO), Schedule B for Saline effluent conveyance and treatment & Schedule C for Multiple Effect Evaporator ), within the overall main “Financial bid cover” (Part II).

## **25. Late Tenders**

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

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

- 26.1. Tenderers may modify or withdraw their Tenders by giving notice in writing before the due date of submission of Tender as per Section 23 of the Instruction to Bidders.
- 26.2. Each Tenderer’s modification or withdrawal notice shall be prepared, sealed, marked and delivered in accordance with section 24.6 of the Instructions to Bidders with the outer and inner envelopes additionally marked
- 26.3. No Tender may be modified after the due date of submission of the Tenders.
- 26.4. Withdrawals or modification of a Tender between the deadline for submission of Tenders and the expiration of the original period of Tender validity specified in Section 20.1 of the Instructions to Bidders or as extended pursuant to Section 20.2 of the Instructions to Bidders may result in the forfeiture of the Tender Security Pursuant to Section 21.5 of the Instructions to Bidders.

**E. TENDER OPENING AND EVALUATION****27. Tender Opening**

- 27.1. Executive Director, CLE or his authorized person will open the Tenders in the presence of the Tenderers or their authorized representatives at 3.30 pm on 24-11-2016 (Thursday) at CLE Chennai Office. In the event of the specified date of Tender opening being declared a holiday for CLE, the Tenders will be opened at the same time on the next working day.
- 27.2. On opening the Tenders, the details such as name of the Tenderer and whether the EMD has been submitted or not will be read out.

**28. Process to be Confidential**

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

**29. Procedure for Tender Evaluation**

- 29.1. After opening the Tenders, CLE/PMC will determine whether the Tenderer has fulfilled all the conditions as stipulated under section 5 & 24.8 of the Instructions to Bidders 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 5 and Section 24.8 of ITB will be liable for disqualification.
- 29.2. CLE / PMC will proceed with the evaluation of those Tenders which have not been rejected as per section 29.1 of ITB above.
- 29.3. Before proceeding with the detailed evaluation, CLE will determine whether the Tender is substantially responsive or not. A responsive Tender is one, which

conforms to all the terms, conditions and specifications of the Tender documents, without material deviation or reservation. A material deviation or reservation is one.

- a) Which affects in any substantial way the scope, quality or performance of the works.
- b) Which in a substantial way is inconsistent with the Tender documents, CLE's rights or the Tenderer's obligations under the Contractor or.
- c) Whose rectification would affect unfairly the competitive position of other Tenderers presenting substantially responsive Tenderer.

29.4. To assist the examination, evaluation and comparison of Tenders, CLE or PMC may, at its discretion, ask any Tenderer for clarification on his Tender. The request for clarification and the response shall be in writing or by fax, but no change in the substance of the Tender shall be sought, offered or permitted.

29.5. Should a Tender fail to be responsive, it will be rejected by CLE and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.

29.6. CLE will proceed with opening of Part II envelope i.e. 'Financial bid envelope' of those Tenderers whose Technical bids has been accepted. The opening of the "Financial Bid Envelope" will be done in the presence of those tenderers or their representative who choose to be present. The Financial Bid Envelope" of the unsuccessful Tenderers shall not be opened.

29.7. During Tender Price opening, CLE will read out the total prices of the Tenderer as quoted by the Tenderers.

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

30.1. The prices quoted by the Tenderers will be checked by CLE and PMC, for any arithmetic errors. Errors will be corrected by PMC as follows;

- a) Where there is a discrepancy between the figures and words in the Schedule of price, the prices as given in words will govern.

- b) A discrepancy in the total shall be corrected by considering the prices quoted by the Tenderer for the individual items in words, which shall govern.

**30.2. The amount stated in the Tender Price will be corrected by PMC / CLE in accordance with the above procedure for the correction of errors and with the concurrence of the Tenderer, shall be considered as binding upon the Tenderer. If the Tenderer does not accept the correct amount, the Tender will be rejected and the EMD will be forfeited.**

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

31.1. In evaluation the Tender Prices, CLE and PMC will determine for each Tender the evaluated Tender price by adjusting the Tender price as follows:

- (i) Making any correction for errors pursuant to Section 30 of ITB 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 the General Conditions of Contract be increased at the expense of the successful Tenderer to a level sufficient to protect CLE against financial loss in the event of default of the successful Tenderer under the Contract.

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

## **F. AWARD OF CONTRACT**

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

32.1. Notwithstanding anything that is said herein, CLE reserves the right to accept or reject any Tender in part and to cancel the tendering process and reject all

Tenders, at any time prior to the award of Contract, without thereby incurring any liability to the affected Tendered or Tendered of any obligation to inform the affected Tendered or Tendered 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 in accordance with the provisions of Section 34 of ITB and the signing of the Agreement as per section 35 of the Instructions to Bidders.
- 33.3. Upon furnishing by the Contractor of the Security Deposit and upon signing the Agreement, CLE will promptly notify the other Tenderers that their Tenders have been unsuccessful and will arrange to return their EMD.

### **34. Performance Security Deposit**

- 34.1. Within seven (7) working days from the date of notification of the award the successful Tenderer shall deliver to CLE the Performance Security Deposit to a tune of 5% of the contract value.
- 34.2. Failure of the successful Tenderer to comply with this requirement shall constitute sufficient funds 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 seven (7) working days of the date of notification of the award, the successful Tenderer will sign the Agreement as per the format given in the Tender document and deliver it to CLE. The Tenderer shall bear the cost of the stamp paper and other legal charges. The agreement will incorporate all agreements between CLE and the successful Tenderer.

### 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 Price 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. The payment to the contractor against the invoices shall be made based on approved billing schedule and actual work executed at site with evidence of measurement book duly verified /certified by the PMC Engineer In-Charge, the total claim shall not exceed agreed contract value.
- 36.3. The total number of RA bill till the completion of the project shall not exceed 6 in numbers in totality.
- 36.4. The sum of amounts of all items in the Bill of quantity priced by the Tenderer shall truly represent the amount shown in his Tender. The sum of amount shall be inclusive of all taxes and duties with prevailing rate at the time of Submission of Tender. If Tenderer fails to quote any such taxes & duties in the sum of amounts, it will be treated as inclusive of all taxes & duties. In-case of any changes in the taxes during the project execution period, the difference of tax amount shall alone be paid to the Contractor by the Employer

Sl. No.	Description	Value	Remarks
1.	Total No. of R.A Bill restricted for each schedule of work	6	
2.	Performance Security	5%	Security Deposit in the form of Performance

Sl. No.	Description	Value	Remarks
	Deposit		Bank Guarantee valid up to 2 years from the date of award of contract shall be submitted within 7 days from the date of issue of work order. Ref Clause ITB 34.
3.	Mobilization advance payment	10%	<p>Upon unconditional acceptance of work order along with submission of advance bank guarantee for equal amount of 10% of Contract value. 10% simple interest shall be levied for the advance payment on outstanding balance basis. Ref. clause GCC 10 B ii.</p> <p>Advance amount shall be recovered progressively within 5 R. A Bills</p>
4.	Retention Money	10%	Will be deducted in R.A Bills. Ref. Clause 38 ITB.
5.	Releasing of Retention money		<p>(i) 50% shall be released on satisfactory completion of installation work and successful completion of performance guarantee test run (PGTR) for 72 hours and reliability test run (RTR) with effluent for one month and handing over the plant to VISHTEC CETP and completion of all contractual obligations</p> <p>(ii) 25% shall be released after 6 months from the date of handing over of the plant</p> <p>(iii) 25% shall be released after 9 months from the date of handing over of the plant</p> <p>Ref Clause No GCC I A</p>
6.	Releasing of Security Deposit		Performance Bank guarantee (PBG) shall be returned to the contractor after 60 days from

Sl. No.	Description	Value	Remarks
			the date of expiry of defect liability period. Ref. Clause No. GCC I B
7.	Liquidated Damages (for delay in completion of work)		Ref GCC Clause No. 2

### 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 - a 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. The total number of RA bill till the completion of all works shall not exceed 6 in numbers in totality
- 37.3. 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 recommendation, is the CLE will release the payment to the Contractor subject to any deductions as per the provisions of the Contract.
- 37.4. 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, shrinkages' s other faults or damages as provided by this Contract

**38. Retention Money**

- 38.1. The Gross limit of retention money shall be ten percent (10%) of the Basic Contract Price. 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. 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.

Defects Liability Period for all the works executed and equipment supplied by the Contractor:	One (1) year from the date of issue of the Final Acceptance Certificate
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- 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 demand as whatsoever by reason of an account thereof or CLE shall be at liberty without the consent of the contractor 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**

- 40.1. If for any reason, which does not entitle the Contractor to an extension of time, the rate of progress of the Works or any Section is at any time, in the reasonable opinion of the 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 Meeting**

- 41.1. The Contractor shall attend site meeting with the CLE / TWIC (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**

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

**APPENDIX 1****Form of Letter Confirming Agreement with Technical and Commercial Terms & Conditions of the Tender****(To be typed on the letterhead of the Tenderer)**

Date

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

**Subject:** Creation of additional capacity of 750 KLD ZLD system in existing VISHTEC CETP**Ref:** Notice inviting tender no. CLE-HO / ASIDE/ VISHTEC CETP / 2016 dated 31-10-2016 for creation of additional capacity of 750 KLD ZLD system in existing VISHTEC CETP.

Sir,

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

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

Thanking you and assuring you of our best services always

Very truly yours,

For (Name of the Tenderer)

Signature

Authorized signatory or signatories

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

**APPENDIX 2****Reference List of Projects 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	
6.	Years in operation since commissioning	
7.	Scope of work	

Note:

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

**APPENDIX 3****Form of Letter Confirming Agreement with Technical and Commercial Terms & Conditions of the Tender****(To be typed on the letterhead of the Tenderer)**

Date

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

**Subject:** Creation of additional capacity of 750 KLD ZLD system in existing VISHTEC CETP**Ref:** Notice inviting tender no. CLE-HO / ASIDE/ VISHTEC CETP / 2016 dated 31-10-2016 for creation of additional capacity of 750 KLD ZLD system in existing VISHTEC CETP.

Sir,

We hereby undertake that we have visited the site at VISHTEC and clearly understood the scope of work as given in the Tender documents, and we have quoted our rates after clearly understanding each and every items of Bill of Quantities including addenda particulars, of the tender document.

We have also understand that the effluent quality data for design mentioned is indicative only, we have analyzed the effluent quality for ourselves and quoted for this project. Any variation in effluent quality will not be used as an excuse for non-performance under this contract.

We have submitted our Tender ref.\_\_\_\_\_ dated\_\_\_\_\_ for the subject works as per the specifications and terms & conditions of the Tender document. We accept unconditionally all the clauses and condition mentioned therein the tender document.

Thanking you and assuring you of our best services always

Very truly yours,

For (Name of the Tenderer)

Signature

Authorized signatory or signatories

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

**APPENDIX 4****Financial Capacity**

1. Name of the firm :
2. Address of the Registered Office :
3. Address of the office of communication and  
contact particulars :
4. Annual turnover (Rupees or home  
Currency of the applicant) for  
2013 - 2014 :  
2014 -2015 :  
2015 -2016 :
5. Furnish name, address, telephone no. fax  
and contact person of your bankers in a  
Separate list attached to this appendix :
6. Furnish name, address, telephone no.fax no.  
& contact person of your Insurance Company  
In a separate list attached to this appendix :

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

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

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

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

IT Return for 2013 - 14, 2014-15 and 2015-16

## APPENDIX 5

### Format for Power of Attorney for Authorized representative

Know all men by these presents, We, (**name of organization and address of the registered office**) do hereby constitute, nominate, appoint and authorize **Mr./Ms. (Name), son/ daughter/ wife** of (**name**), and presently residing at [**address**], who is presently employed with/ retained by us and holding the position of [**designation**] as our true and lawful attorney (hereinafter referred to as the “Authorized Representative”), with power to sub- delegate to any person, to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Tender Document for and Selection as EPC Contractor for ....., to be developed by the Council for Leather Exports (the “Employer”) including but not limited to signing and submission of all applications, tender document and other documents and writings, participating in price bid opening and other conferences and providing information/ responses to the Employer, representing us in all matters before the Employer, signing and execution of all contracts and undertakings consequent to acceptance of our tender document and generally dealing with the Employer in all matters in connection with or relating to or arising out of our tender document for the said Project and/or upon award thereof to us until the entering into of the Contract with the Employer.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorized Representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorized Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, (**Name of organization**), THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS (**date in words**) DAY OF (**month**) (**year in ‘yyyy’ format**).

For (name and registered address of  
organization)

Signature

Name &

Designation

Witnesses:

1. (Signature, name and address of witness)

2. (Signature, name and address of witness)

Accepted

(Signature)

(Name)

(Designation)

(Address)

Notes:

1. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants and when it is so required the same should be under seal affixed in accordance with the required procedure.
2. Wherever required, the Applicant should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.

# **SECTION 1.B**

## **PROFORMA OF SCHEDULES**

## PROFORMA OF SCHEDULES

### SCHEDULE A

Specification and drawing in respective of Reverse Osmosis (RO) System and Intermediate tanks.

Reference to General condition of contract

Name of work	:	Supply, Fabrication, Installation, Testing, Commissioning and Performance Guarantee Test Runs of 600 KLD R.O plant
Earnest Money	:	Schedule A : Rs. 7.20 Lakhs
Performance Guarantee	:	5% of tendered Value
Security Deposit	:	5% of tendered Value

### SCHEDULE B

Specification and drawing in respective of construction in erection and commissioning of 150 cu.m/day capacity saline effluent conveyance and treatment

Reference to General condition of contract

Name of work	:	Supply, Fabrication, Installation, Testing, Commissioning and Performance Guarantee Test Runs of 150 cu.m/day capacity saline effluent conveyance and treatment
Earnest Money	:	Schedule B : Rs. 2.80 Lakhs
Performance Guarantee	:	5% of tendered Value
Security Deposit	:	5% of tendered Value

**SCHEDULE C**

Specification and drawing in respective of 300 cu. m/day capacity Multiple Effect Evaporator

Reference to General condition of contract

Name of work	:	Supply, Fabrication, Installation, Testing, Commissioning and Performance Guarantee Test Runs of 300 cu.m/day capacity Multiple Effect Evaporator
Earnest Money	:	Schedule C : Rs. 7.65 Lakhs
Performance Guarantee	:	5% of tendered Value
Security Deposit	:	5% of tendered Value

**GENERAL RULES & DIRECTIONS FOR SCHEDULE A, B & C:**

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 2016

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 2016.

**Clause 1**

Time allowed for submission of performance Guarantee

From the date of issue of letter of acceptance : 15 days

**Clause 2**

Authority for fixating 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 the date of start : 10 days

Time allowed for execution of work including site development and soil investigation erection and commissioning of the building: as per tender notification.

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 no of running bills for each schedules limited to 6 Nos. in total

**Clause 10A**

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

As per CPWD Specifications and requirements

Clause 10B (ii)

Whether clause 10 B (ii) shall be applicable : Yes (Advance payments)

**Clause 10C, CA, CC**

Only the agreement rates as per work order amount is payable to the contractor. Under no circumstances 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 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 Specification for Civil works part I & II – 2009

CPWD General Specifications for Electrical works part I internal – 2013

CPWD General Specification 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

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.	Diploma/ITI	Civil	Supervisor	20,000.00	1	20,000.00
3.	Diploma/ITI	Elec	Supervisor	20,000.00	1	20,000.00
4.	Diploma/ITI	Safety	Supervisor	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 2016 printed by C.P.W.D

## **SECTION 1.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 allocated 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 assigns of such individual, firm or company.
  - iv. The CLE means the Executive Director, Council for Leather Exports, Chennai and his successors and PMC means Tamilnadu Water Investment Company Limited (TWIC), 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 A

- vii. Expected risk are risks due to riots (other than those on account of contractors 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 form aircrafts, acts of God, such as earth quake, lightening and unprecedented floods and other causes over which the contractor has no control and accepted as such by the accepting authority.
- viii. Schedule(s) referred to in these conditions shall mean the relevant Performa of schedules(s) annexed to the tender papers or the standard schedule of rates of the CLE mentioned in Schedule hereunder, with the amendments thereto issued up to the date of receipt of the tender.
- ix. Department means CLE which invites tenders as specified in schedule A.
- 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 A or the first date of handing over 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. Heading and Marginal notes to these General Conditions of contract shall not be deemed to form part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.
- 5. The contractor shall be furnished, free of cost one certified copy of the contract documents expect 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 BIS
- 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 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 consisting of :
    - a) Various standard clauses with corrections up to the date stipulated in Schedule along with annexures thereto.
    - b) CPWD Safety code.
    - c) Model rules for the protection of health, sanitary arrangements for workers employed by CLE or its contractors.
    - d) Contractors 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 Security Deposit

- i. The contractor shall submit an irrevocable performance Guarantee of 5% (Five percent) of the tendered amount in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement, (not without prejudice to any other provisions in the contract) within period specified in Schedule from the date of issue of letter of acceptance. This period can be further extended by the CLE / PMC up to a maximum 2 years period as specified in Schedule 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 up to the stipulated date of completion plus 60 days beyond that. In case the time for completion of work gets 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 grantee except for amounts to which the Executive Director, CLE is entitled under the contract (not withstanding and /or without prejudice to any other provisions in the contract agreement) in the event of:
  - a) Failure by the contractor to extend the validity of the performance Guarantee as described 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 either amount due, as agreed by the contractor or determined under any of the clauses/conditions of the agreement, within 30 days of the service of notion to this effect by Engineer-in-charge.
- iv. In the event of the contract being determined or rescinded under provisions 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****Release of Retention Money:**

- i. 50% shall be released on satisfactory completion of installation work and successful completion of performance guarantee test run (PGTR) for 72 hours and reliability test run (RTR) with effluent for one month and handing over the plant to VISHTEC CETP and completion of all contractual obligations
- ii. 25% shall be released after 6 months from the date of handing over of the plant
- iii. 25% shall be released after 9 months from the date of handing over of the plant

**CLAUSE 1B****Release of Security Deposit Bank Guarantee**

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

**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 A (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 ground 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 miles stone mentioned in schedule A, or there-scheduled milestone(s) in terms of clause 5.4, the amount shown against that mile stone(s) 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 contract 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 7 days after a notice in writing is given to him in that behalf by the Engineer-in-charge.
- v. If the contractor shall offer or give or agree to give to any person in 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 action 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 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 or attempts to assign, transfer, sublet or otherwise parts with the entire works or any portion thereof without the prior 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 contractor and to take such whole, of 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.
- xii. 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 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 here of 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 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 there of belonging to the contractor, or procured by the contractor and intended to be used for the execution of the work / any part thereof, paying or 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 sales 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, Engineer-in-charge may remove them at the contractors 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 A or the extended time in accordance with these conditions shall be essence of the contract. The execution of the works shall commence from such time period as mentioned in Schedule or from the date of handing over of the site whichever is later. If the contract or 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 A.

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 contactors or tradesman engaged by Engineer-in-charge 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 Contractors control.

Then upon the happening of any such event causing delay, the contractor shall immediately give notice thereof in writing to the authority as indicated in Schedule but shall never the less use constantly his best endeavored to present 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. The contractor may also, if practicable indicate in such are quest the period for which extension is desired.

5.4 In any such case the authority as indicated in Schedule A 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 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 and this shall be binding on the contractor.

## **CLAUSE 6**

### **Measurements of Work done**

Engineer-in-charge shall, expect 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 form 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, labored and other things necessary for measurements and recording levels.

Expect 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 notwithstanding any provision in the relevant standard method of measurement or any general or local custom. In 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 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 consent being obtained in writing the same shall be uncovered at the contractors 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 not 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 expect 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 sheet having pages of A4 sizes 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 sheet and these measurements would be got checked / test 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 drafts computerized measurements, and submit to the department a computerized measurements 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 sheet given by the contractor, duly bound, with its pages 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 sheet 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 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 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 and if 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-charges consent being obtained in writing the same shall be uncovered at the contractors expense, or in default thereof no payment or allowance shall be made for such work 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 a term of this contract that checking and / or test checking the measurements of any item of work on 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 form any over measurement or defects noticed till completion of the defects liability period.

## **CLAUSE 7**

### **Payment on Intermediate certificate to 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 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 that so ever due to delay on payment including that of interest shall be payable to the contractor. Payment on account of amount admissible shall be mad 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 10<sup>th</sup> 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 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, unsound and imperfect or unskilled work to be rejected, removed, taken away and reconstructed or re-erected. Any certificate given by the Engineer-in-charge relating to the work done or materials delivered forming part of such payment, may be modified or corrected by any subsequent such certificates or by the final certificate and shall not be 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, of 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 work, the contractor shall give notice of such completion to the Engineer-in-charge and within thirty days of the receipt of such notice, 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 contractors 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 of 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.

### **Completion plans to be submitted by the contractor**

The contractor shall submit completion plan as required vide general specification 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 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 Contractors Bills**

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

## **CLAUSE 10**

### **Materials Supply**

This is turnkey, lump sum basis 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 A.

**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 entitled to be paid during the progress of the execution of the work up to 70% of the quoted price which are in the opinion of the CLE/PMC non-perishable, non-fragile and non-combustible and are in accordance with the contract and which have been brought on the site in connection therewith and are adequately stored and /or protected against damage by weather or other causes but which have not at the time of advance been incorporated in the works. When materials on account of which an advance has been made under this sub-clause are incorporated in the work, the amount of such advance shall be recovered/deducted from the next payment made under any of the clause or clauses of this contract.

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

**Mobilization 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 A.

- 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 together with 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 contract shall treat all materials obtained during excavation of the site of the work, etc. as Government's property and such materials shall be handed over CLE according to the instruction in writing issued by the Engineer-in-charge.

#### **CLAUSE 11**

##### **Work to be executed in accordance with specifications, Drawings, Orders etc.**

The contractor shall execute the whole and every part of the work in the most substantial and workman like 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 A 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 provide all labor 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 reasonable 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 expect as hereafter provided.

- 1.1 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.
- 1.2 The time for completion of the works shall, in the event of an 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 items(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 items(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) In 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 claim on merits.
- 12.5 For the purpose of operation of schedule “A” 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 meters above ground level or up to floor 1 level whichever is lower.
  - (ii) For abutments, piers and well staining: All works up to 1.2m 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 meters above the ground level.
  - (iv) For reservoirs / tanks (other than overhead reservoirs / tanks): all works up to 1.2 meters above the ground level.

(v) For basement: All works up to 1.2m 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 or 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 contractors 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 labor 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 the contractors 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 to 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 writing is given in that behalf by the Engineer-in-charge.

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

If the contractor fails to pay the required sum within the aforesaid period of 30 days, the Engineer-in-charge shall have the right to sell any or all of the contractors unused materials, constructional plant, implements, temporary building at site etc. and adjust the proceeds of sale thereof towards the dues recoverable from the contractor under the contract and if thereafter there remains any balance outstanding, it shall be recovered in accordance with the previous 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 reason 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 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 fifteen days from the receipt 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 contractor 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 Examiners 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 lacks 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 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 he 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 proceed 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 expect road work) after the issue of certificate final or otherwise, of completion of work, or till he 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 A. In addition to this, appliance 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 condition he is entitled to be satisfied, or which he is entitled to require together with carriage therefore to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials, necessary for the purpose of setting out works and counting, weighing and assisting the measurement for examination at any time and from time to time of the work or materials. Failing his so doing, the same may be provided by the Engineer-in-charge at the expense of the contractor and the expenses may be deducted, from any money due to the contractor, under this contract or otherwise and/or from his security deposit or the proceeds of sale thereof, or of a sufficient portions thereof.

## **CLAUSE 18A**

### **Recovery of compensation paid to workmen**

In every case in which by virtue of the provisions sub-section (1) of section 12, of the workman 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 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 18B****Ensuring Payment and Amenities to Workers if Contractors fails**

In every case in which by virtue of the provisions of the contractor 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 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 license under the contract Labour (R & A) act, 1970 and the contract Labour (Regulation and Abolition) Central Rules, 1971, before the commencement of the work, and continue to have a valid license until the completion of the work. The contractor shall also abide by the provisions of the child Labour (Prohibition and Regulation) Act, 1986.

The Contractor shall also comply with the provisions of the building and other construction workers (Regulation of Employment & conditions of Service) Act, 1996 and the building and other construction workers welfare cess act, 1996

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

**CLAUSE 19A**

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

**CLAUSE 19B****Payment of wages:**

- 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. Contractors 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 this sub-contractors in connection with the said work, as if he labour had been immediately employed by him.
- iii. In respect of all labour directly or indirectly employed in the works for performance of the contractors part of this contract, the contract shall comply with or cause to be complied with the central Public works Department contractors 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 unauthorized 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 monkeys due to the contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment of the conditions of the contract for the benefit of the workers, non-payment of wages or of deductions made from his or their wages which are not justified by their terms of the contract or non-observance of the regulations.  
  
(b) Under the provision of Minimum wages (Central) Rules, 1950, the contractor is bound to allow to the labours directly or indirectly employed in the works one day rest for 6 days continuous work and pay wages at the same rate as for duty. In the event of default, the Engineer-in-charge shall have the right to deduct the sum or sums not paid on account of wages for weekly holidays to any labours and pay the same to the persons entitled thereto from any money due to the contractor by the Engineer-in-charge concerned.

In the case of Union Territory of Delhi, however, as the all-inclusive minimum daily wages fixed under notification of the Delhi Administration No.F.12(162)MWO/DAB/43884-91, dated 31.12.1979 as amended from time to time are inclusive of wages for the weekly day of rest, the question of extra payment for weekly holiday would not arise.

- v. The contractor shall comply with the provisions of the payments 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 contractors Labour (Regulation and Abolition) Act 1970, or the modifications thereof or any other laws relating thereto and the rules made there under from time to time.
- 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 Contractors 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 contractors 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 be at liberty to make arrangement and provide facilities as aforesaid and recover the costs incurred in that behalf from the contractor.

#### **CLAUSE 19D**

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

1. The number of labourers employed by him on the work.
2. Their working hours
3. The wages paid to them
4. The accidents that occurred during the said fortnight showing the circumstances 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 contractors part of this contract, the contractor shall comply with or cause to be complied with all the rules framed by Government from time to time for the protection of health and sanitary arrangements for workers employed by the Central Public Works Department and its contractors.

#### **CLAUSE 19F**

##### **Leave and pay during leave shall be regulated as follows**

##### **1. Leave:**

- i. In the case of delivery – maternity leave not exceeding 8 weeks, 4 weeks up to and including the day of delivery and 4 weeks following that day,
- ii. In the case of miscarriage – up to 3 weeks form 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 on 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 women unless she has been employed for a total period of not less than six months immediately preceding the date on which she proceeds on leave.

4. The contractor shall maintain a register of Maternity (Benefit) in the prescribed Form as shown in appendix – I and II and the same shall be kept at the place of work.

**CLAUSE 19G**

In the event of the contractor(s) committing a default or breach of any of the provisions of the Central Public Works Department, Contractors 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 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 as 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 parties.

Should it appear to the Engineer-in-charge that the contractors is / are not properly observing and complying with the provisions of the C.P.W.D Contractors 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 contractors 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 herein before mentioned at the cost of the contractors. The contractors shall erect, make and maintain at his / their own expense and to approved standards, the Engineer-in-charge shall have power to give notice in writing to the contractors requiring that the said huts and sanitary arrangements be remodeled and /or reconstructed according to approved standards, and if the contractor(s) shall fail to remodel or reconstruct such huts and sanitary arrangements according to approved standards within the period specified in the notice, the Engineer-in-charge shall have the power to remodel or reconstruct such huts and sanitary arrangements according to approved standards at the cost of the contractors.

**CLAUSE 19H**

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

i.

- a. The minimum height of each hut at the eaves level shall be 2.10m (7ft) and the floor area to be provided will be at the rate of 2.7sqm. (30 Sq. ft) for each member of the workers family staying with the labourer.

- b. The contractor (s) shall in addition construct suitable cooking Places having a minimum area of 1.80 m x 1.50 m (6' x 5') adjacent to the hut for each family.
  - c. The contractor (s) shall also construct temporary latrines and urinals for the use of the laborers each on 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 women.
  - d. The contractor (s) shall construct sufficient number of bathing and washing places, one unit for every 25 persons residing in the camp. These bathing and washing places shall be suitably screened.
- ii.
- a. All the huts shall have walls of sun-dried or burnt-bricks laid in mud mortar or other suitable local materials as may be approved by the Engineer-in Charge. In case of sun-dried bricks, the walls should be plastered with mud gobri on both sides the floor may be kutcha but plastered with mud gobri and shall be the Engineer-in-Charge and the contractor shall ensure that throughout the period of their occupation, the roofs remain water-tight.
  - b. The contractor (s) shall provide each hut with proper ventilation.
  - c. All doors, windows, and ventilations shall be provided with suitable leaves for security purpose.
  - d. There shall be kept an open space of at least 7.2m (8yards) between the rows of huts which may be reduced to 6m (20ft.) 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 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 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 incinerate 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 identify cards to the labourers, whether temporary or permanent and he shall be responsible for any untoward action on the part of such labour. AE/JE will display a list of contractors working in the colony/Blocks on the notice board in the colony and also at the service center, to apprise the residents about the same.

#### **CLAUSE 19J**

It shall be the responsibility of the contractor to see that the building under construction is not occupied by anybody unauthorized during construction, and is handed over to the Engineer-in-Charge with vacant possession of complete building. If such building though completed is occupied illegally, then the Engineer -in-Charge shall have the option to refuse to accept the said building /buildings in that position. Any delay in acceptance on this account will be treated as the delay in completion and for such delay, a levy upto 5% of tendered value of work may be imposed regard to the justification and quantum and be 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.

**CLAUSE19K****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 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 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 hereunder and other labour laws affecting contract labour that may be brought into force from time to time

**CLAUSE21****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 have power to adopt the course specified in Executive Director, CLE shall have power to adopt the course specified in Clause 3 the consequences specified in the said Clause 3 shall ensue.

## **CLAUSE 22**

All sums payable by way of compensation under any 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 and 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 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 and other question, claim, right, matter or thing whatsoever in and arising out of or relating to the contract, designs, drawings, specifications, estimates, instruction, 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 in writing by the Engineer-in -Charge on and 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 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 instruction 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 30days of receipt of contractor's appeal.

If the contractor is dissatisfied with the decision of the CLE, the contractor may within 30days 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 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 t of contractor's appeal. The constitution of dispute Redressal Committee (DRC) shall be as indicated in Schedule 'A'.

If the Dispute Redressal Committee (DRC) fails to give his decision within the aforesaid period or and party is dissatisfied with the decision of Dispute Redressal Committee (DRC), then either party may either party may within a period of 30 day from the receipt of the decision of Dispute Redressal Committee (DRC), give notice to the CLE for appointment of arbitrator on prescribed preformed 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 appointer is unable or unwilling to act or resigns his appointment or vacates his unable office due to any reason whatsoever, another sole arbitrator shall be appointer 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 term of this contact 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 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 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 (25 of 1996) or any statutory modifications or re-enactment thereof and the rules made there under 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 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 are fees are payable to the arbitrator, these shall by paid equally by both the parties.

It is also a term of the contract that the arbitrator shall by 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 fixed by the arbitrator in his sole discretion. The fees, if any, of the arbitrator shall, required to by each 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 an 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 there from, provided that the contractor shall not be liable to indemnify the CLE if the infringement of the patent or design or any alleged or design right is the direct result of an order passed by the Engineer-in-Charge in this behalf.

## **CLAUSE 27**

### **Lump sum 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 and sum payable to him under the provisions of the clause.

## **CLAUSE 28**

### **Action where no Specifications are specified**

In the case of and 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 and 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 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 withheld the security deposit, if and furnished as the case may be and also have a lien the same pending finalization or adjudication of and 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 alien 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 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 lein 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 of such withholding or retention under the lein 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 done by him under the contract and found not to have been executed the contractor 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 had 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**

### **List 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.

### **CLAUE 30**

#### **Employment of coal mining or controlled area labour not permissible**

The contractor shall not employ coal mining or controlled area labour falling under any category whatsoever on or in connection with the work or recruit labour from area within a radius of 32km (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 contractor form area, from which import is permitted.

Where ceiling price for imported labour has been fixed by Stage 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 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 subdivision under santhal Pargana commissioner, Districts of Bankura, 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 contractors 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 them 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 he 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 licenses 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 license 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 arrangements 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 material return to the contractors. Although the material 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 employee's contractors' superintendence, supervision, Technical staff & Employees**

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

The contractor shall immediately after receiving letter of acceptance of the tender and before commencement of the work, intimate in writing to the Engineer-in-charge, the name(s) qualifications, experience, age, address(s) and other particulars along with certificates, of the principal technical representative to be in charge of the work and other technical representative(s) who will be supervising the work. Minimum requirements of such technical representatives and their qualification and experience shall not be lower than specified in Schedule. The Engineer-in-charge shall within 3 days of receipt of such communication intimate in writing his approval or other wise 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 representatives 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. The principal technical representative and other technical representative 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 representatives to take instructions. Instructions given to the principal technical representative or other technical representatives(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 representatives 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 representatives 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 representatives 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 representatives 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 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 of fulfilling the provision of this clause a recovery(non-refundable) shall be effected from the contractor as specified in Schedule A 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 works site without the written permission of the Engineer-in-charge and the person so removed shall be replaced as soon as possible by competent substitutes.

## **CLAUSE 37**

### **Levy / Taxes payable by contractor**

- (i) Sales Tax/Vat (expect 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 of levied after receipt or 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 account and other documents for the purpose of this conditions 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 if terminating the contract without compensation to the contractor.

## **CLAUSE 40**

### **If relative working in CLE/TWIC then the contractor not allowed to tender**

The contractor shall not be permitted to tender for works in the CLE/TWIC responsible for award and execution of contracts in which his near relative is posted as Divisional Accountant or as an officer in any capacity of 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/TWIC 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/TWIC. 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 gazette rank or other gazette 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 A. 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 A 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, 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 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 materials 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 of 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 there under from time to time. If he fails to do so, his failure will be a breach of the contract and the Superintending Engineer may, in his discretion, cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the said Act.

**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 he 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 1.D**

## **SAFETY CODE**

### **SAFETY CODE**

1. Suitable scaffolds 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 3.6m (12ft) above the ground or floor, swung or suspended from an overhead support or erected with stationary support shall have a guard rail properly attached or bolted, braced and otherwise secured at least 90cm. (3ft) high above the floor or platform such scaffolding or staging and extending along the may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.
3. Working platforms, gangways and stairways should be so constructed that they should not sag unduly or unequally, and if the height of the platform or the gangway or the stairway is more than 3.6m (12ft.) above ground level or floor level, they should be closely boarded, should have adequate width and should be suitably fastened as described in (2) above.
4. Every opening in the floor of a building or in a working platform shall be 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. (3 ft)
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 up to and including 3 m. (10 ft) in length. For longer ladders, this width should be increased at least  $\frac{1}{4}$ " for each additional 30 cm. (1 foot) of length. Uniform step spacing of not more than 30 cm shall be kept. Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites or work shall be so stacked or placed as to cause danger or inconvenience to any person or the public. The contract shall provide all necessary fending and lights to protect the public from accident and shall be bound to bear the expenses of defense 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 damaged 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 1.3=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 circumstance, undermining or undercutting shall be done.
7. Demolition - Before any demolition work in 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 operators 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 at least for an hour before the workers are allowed to get into the manholes, and the manholes so opened shall 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 accounts 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 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 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 equipment's 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 machine 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 appliance 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 Office 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 back ground and shall contain.
  - a) For work places in which the number of contract labour employed does not exceed 50 the following equipment:-

Each first-aid box shall contain the following equipment's:-

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 percent alcoholic solution of iodine.
6. 1 (30ml) bottle containing Sal volatile having the does 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 equipment's.

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 percent alcoholic solution iodine.
  7. 1 (60 ml) bottle containing Sal volatile having the dose and mode of administration indicated on the label.
  8. 1 roll of adhesive plaster.
  9. 1 snake bite lancet.
  10. 1 (30 gms) bottle of potassium permanganate crystals.
  11. 1 pair scissors.
  12. 1 copy of the first - aid leaflet issued by the Director General Factory Advice Service and Labour institutes / Government of India.
  13. A bottle containing 100 tablets (Each of 5 gms) of aspirin.
  14. Ointment for burns.
  15. A bottle of suitable surgical antiseptic solution.
- iii. Adequate arrangements shall be made for immediate recoupment of the equipment when necessary.
- iv. Nothing except the prescribed contents shall be kept in the First - 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 up to the first 100, and one for every 50 thereafter.

- ii. Every latrine shall be under cover and so partitioned off as to secure privacy, and shall have a proper door and fastenings.
- iii. Construction of latrines: The inside walls shall be constructed of masonry or some suitable heat-resisting nonabsorbent materials and shall be cement washed inside and outside at least once a year, Latrines shall not be a standard lower than boreholes systems.
- 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 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 up to 50 and one for female workers up to 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 up to 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 conditions 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 latrine and urinals.
- viii. Disposal of excreta: - Unless otherwise arrange 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 Municipals 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 meters (10 feet) 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 sq. ft.) 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 or reasonable dimensions for the use of their children under the age of six years. One room shall be used as a play room for the children and the other as their bedroom. The rooms shall be constructed with specifications as per clause 19H (ii) a, b & c.
- ii. The rooms shall be provided with suitable and sufficient openings for light and ventilation. There shall be adequate provision of sweepers to keep the places clean.
- iii. The contractor shall supply adequate number of toys and games in the play room and sufficient number of cost and beddings in the bed room.
- iv. The Contractor shall provide one ayaa to look after the children in the crech 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, and storeroom, pantry and washing places separately for workers and utensils.
- iv. The canteen shall be sufficiently lighted at all times when any person has access to it.
- v. The floor shall be made of smooth and imperious materials and inside walls shall be lime-washed or colour washed at least once in each year.

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

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

- xii. Sufficient tables stools, chair or benches shall be available for the number of diners to be accommodated as prescribed in Sub- Rule 9.
- xiii.
  - a)
    - 1) There shall be provided and maintained sufficient utensils crockery, furniture and any other equipment's 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 equipment's.
- 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 spend on the provision and maintenance of equipment's 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 contactor 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.

## **CONTRACTORS'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) Contractors 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 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 draw wages exceeding five hundred rupees per manpower or exercise 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 premise, 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. Mean 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 manufactures 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 Wage 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 wage 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 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. 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.
- 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 wage in the presence of the Junior Engineer or any other authorized representative of the Engineer - in - Charge who will be required to be present at the place and time of disbursement of wages by the contractor to workmen.

- xi. The contractor shall obtain from the Junior Engineer or any other authorized representative of the Engineer-in-Charge as the case may be, a certificate under his signature at the end of the entries in the "Register of Wages" or the "Wages cum-Muster Roll" as the case may be in the following form:-

"Certified that the amount shown in column No..... has been paid to the workmen 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 over payment of wages, advance granted shall be entered in a register.

- e) Any other deduction which the Central Government may from time to time allow.

- (ii) No fines should be imposed on any worker save in respect of such acts and omissions on 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 installment, or after the expiry of sixty days from the date on which it was imposed.
- vi. Every fine shall be deemed to have been imposed on the day of the act or omission in respect of which it was imposed.

## **7. Labour records**

- i. The contractor shall maintain a Register of persons employed on work on contract in Form XIII of the CL (R & A) Central Rules 1971 (Appendix IV)
- ii. The contractor shall maintain a Muster roll register in respect of all workmen employed by him on the work under contract in Form XVI of the CL (R & A) Rules 1971 (Appendix V).
- iii. The contractor shall maintain a wage Register in respect of all workmen employed by him on the work under contract in Form XVII of the CL (R & A) Rules 1971 (Appendix VI).
- iv. Register of accident - The contractor shall maintain a register of accidents in such form as may be convenient at the work place but the same shall include the following particulars.
  - a) Full particulars of the labourers who met with accident.
  - b) Rate of Wages
  - c) Sex
  - d) Age
  - e) Nature of accident and cause of accident
  - f) Time and date of accident
  - g) Date and time when admitted in Hospital
  - h) Date of discharge from the Hospital.
  - i) Period of treatment and result of treatment.
  - j) Percentage of loss of earning capacity and disability as assessed by Medical Officer.

- k) Claim required to be aid under Workmen's Compensation Act.
  - l) Date of payment of compensation.
  - m) Amount paid with detail 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 Advance I Firm 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-wages 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 thump 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 Centrl Government on their behalf shall have power to make enquires with a view to ascertaining ad 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 indicting 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 of 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 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 union 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 employees or 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 this 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 from time to time add to or amend the regulations and on any question as to the apliaiton / interpretation or effect of those regulations the decision of the Superintending Engineer concerned shall be final.

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

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

Name of Contractor: \_\_\_\_\_

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

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

Weekly Holiday \_\_\_\_\_

Wage Paid \_\_\_\_\_

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

Working hour's \_\_\_\_\_

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

**Annexure 2****FORM XIII**

See Rule 75

**Register of Workmen Employed by Contractor**

Name and address of Contractor\_\_\_\_\_

Name and address of establishment in/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/De signation	Permanent Home Address of workman (Village and Tahsil/Taluk and District)	Local Address	Date of commencement of employment	Signature of thumb-impression of workman	Date of termination of employment	Reasons for termination	Remarks
1	2	3	4	5	6	7	8	9	10	11	12

**Annexure 3****FORM XVI** See Rule 78(a)(i)**Muster Roll**

Name and address of Contractor \_\_\_\_\_

Nature and location of work \_\_\_\_\_

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

Name and address of Principal Employer \_\_\_\_\_ For the month of fortnight \_\_\_\_\_

<b>Sl. No.</b>	<b>Name of workman</b>	<b>Father's/Husband's Name</b>	<b>Sex</b>	<b>Dates</b>					<b>Remarks</b>
<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>					<b>6</b>

**Annexure 4****FORM XVII** See Rule 78(1)(a)(i)**Register of Wages**

Name and address of Contractor\_\_\_\_\_

Nature and location of work\_\_\_\_\_

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

Name and address of Principal Employer\_\_\_\_\_wages period month / fortnight \_\_\_\_\_

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

## **Annexure 5**

### **List of acts and omissions for which fines can be imposed**

In accordance with rule 7(v) of the CPWD Contractor Labour Regulations to be displayed prominently at the site of work done 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. Drunkenness lightening, riotous or disorderly or indifferent behavior.
5. Habitual negligence
6. Smoking near or around the area where combustible or other materials are locked.
7. Habitual indiscipline.
8. Causing damage to work in the progress or to property of the CPWD or of the contractor.
9. Sleeping on duty.
10. Malingering or slowing down work
11. Giving of false information regarding name, age, fathers name etc.
12. Habitual loss of wage cards supplied by the employers.
13. Unauthorized use of employers property of manufacturing or making of unauthorized particles at the work place.
14. 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.
15. Making false complaints and /or misleading statements.
16. Engaging on trade within the premises of the establishments.
17. Any unauthorized divulgence of business affairs of the employees
18. Collection or canvassing for the collection or any money authorized by the employer.
19. Holding meeting inside the premises without previous sanction of the employers.
20. Threatening or intimidating any workman or employer during the working hours within the premises.

**Annexure 6****FORM XII See Rule 78(2)(d)****Register of Fines**

Name and address of Contractor\_\_\_\_\_

Nature and location of work\_\_\_\_\_

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

Name and address of Principal Employer\_\_\_\_\_

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

**Annexure 7****FORM XX** See Rule 78(2)(d)**Register of Fines**

Name and address of Contractor\_\_\_\_\_

Nature and location of work\_\_\_\_\_

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

Name and address of Principal Employer\_\_\_\_\_

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

**Annexure 8****FORM XXII** See Rule 78(2)(d)**Register of Advances**

Name and address of Contractor\_\_\_\_\_

Nature and location of work\_\_\_\_\_

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

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	No. of installments by which advance to be repaid	Date and amount of each instalment repaid	Date on which last instalment was repaid	Remarks
1	2	3	4	5	6	7	8	9	10	11

**Annexure 9****FORM XXIII See Rule 78(2)(e)****Register of Overtime**

Name and address of Contractor\_\_\_\_\_

Nature and location of work\_\_\_\_\_

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

Name and address of Principal Employer\_\_\_\_\_

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

**Annexure 10**  
**Wage Card**

Wage card No. \_\_\_\_\_

Name and address of contractor \_\_\_\_\_ Date of issue \_\_\_\_\_

Name of location of work \_\_\_\_\_ Designation \_\_\_\_\_

Name of workman \_\_\_\_\_ Month / fortnight \_\_\_\_\_

Rate of wages \_\_\_\_\_

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

\_\_\_\_\_ the sum of Rs \_\_\_\_\_ on account of my wages

Received from

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

Signature

Annexure 11

**FORM XIX**

See Rule 78(2) (b)

**Wages Slip**

Name and Address of Contractor\_\_\_\_\_

Nature and location of work\_\_\_\_\_

Name and address of establishment under which contract is carried on \_\_\_\_\_

For the week / Fortnight / month ending \_\_\_\_\_

1. Name of the workman\_\_\_\_\_

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. Deductions, if any\_\_\_\_\_

7. Net amount of wages paid\_\_\_\_\_

Initials of the Contractor or his

Representative

## Annexure 11

**FORM XIV**  
See Rule 76  
**Employment Card**

Name and Address of Contractor \_\_\_\_\_

Name and address or 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 particular 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 the workman \_\_\_\_\_

Age or Date of Birth \_\_\_\_\_

Identification Marks \_\_\_\_\_

Father's/Husband's Name \_\_\_\_\_

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

Name and address of Principal Employer \_\_\_\_\_

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