

COUNCIL FOR LEATHER EXPORTS

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

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Mechanical and Electrical works for Upgradation of existing CETP and Creation of additional capacity of 1 MLD membrane system in RANITEC CETP, Ranipet, Vellore District, Tamilnadu

UNDER CENTRAL ASIDE COMPONENT OF GOVERNMENT OF INDIA

NOTICE INVITING TENDER

Tender Notice No.: CLE-HO/ASIDE/RANITEC CETP-M&E/2017 dated 10-02-2017

TENDER DOCUMENT

PART – I

Volume – 1

**General - Instruction to Bidders, General Conditions of Contract
and Safety Code**

at

**Ranipet Tannery Effluent Treatment Company Limited
(RANITEC CETP), Madras-Krishnagiri Old Bye Pass Road,
VC Mottur Village, Vannivedu (PO), Walajapet-632 513
Vellore District, Tamilnadu**

Beneficiary Organization:

Ranipet Tannery Effluent Treatment Company Limited, Ranipet

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ABBREVIATIONS

%	Percent
ACB	Air Circuit Breaker
BIS	Bureau of Indian Standards
BOQ	Bills of Quantity
BW	Back Wash
CEA	Central Electricity Authority
CEB	Chemical Enhanced Back-wash
CEIG	Chief Electrical Inspector to Government
CETP	Common Effluent Treatment Plant
CIP	Cleaning-In-Place
CLE	Council for Leather Exports
CLRI	Central Leather Research Institute
CPWD	Central Public Works Department
CSIR	Council of Scientific and Industrial Research
DG	Diesel Generator
EB	Electricity Board
ERD	Energy Recovery Device
ETP	Effluent Treatment Plant
FB	Free Board
HP	Horse Power/High Pressure
hr	Hours
IEC	Indian Electricity Code
IER	Indian Electricity Rules
KW	Kilo Watt
LD	Liquid Depth
LMH	Liter per Meter square per Hour (Liter/m ² /h)
LPH	Liter Per Hour
LDB	Lighting Distribution Board
m	Meter
m ³	Cubic Meter
MCC	Motor Control Center
MCCB	Moulded Cage Circuit Breaker

MCB	Miniature Circuit Breaker
MF	Micro filtration
mg/L	Milligram per Litre
MGF	Multi Grade Filter
MLD	Million Liters per Day
MOC	Materials of Construction
mWC	Meter water column
NaOCl	Sodium Hypochlorite
NaOH	Sodium Hydroxide
NF	Nano Filtration
NTU	Nephelometric Turbidity Units
ORP	Oxidation Reduction Potential
O&M	Operation and Maintenance
PLC	Programmable Logic Controller
PDB	Power Distribution Board
PMCC	Power and Motor Control Centre
PT	Plate & Tube
RC	Recovery Cleaning
RO	Reverse Osmosis
RPM	Revolutions Per Minute
S	Standby
SCADA	Supervisory Control and Data Acquisition
SDI	Silt Density Index
SMBS	Sodium Metabisulfite
SS	Stainless Steel
SWD	Side Water Depth
SLD	Single Line Diagram
TDS	Total Dissolved Solids
TSS	Total Suspended Solids
TWW	Tannery Wastewater
UF	Ultra Filtration
VFD	Variable Frequency Drive
W	Working
ZLD	Zero Liquid Discharge

Brief summary

Ranipet Tannery Effluent treatment Company Ltd (Ranitec CETP) is a fore runner in operating and maintaining the ZLD systems. There are 92 tanneries connected to the CETP providing direct employment for about 30000 persons. In order to meet the stringent laws of The Tamil Nadu Pollution Control Board, which prescribed no discharge of water, the CETP today is considered to have a laudable effect, reducing the depletion of scarce groundwater, by ensuring that the members re-use the treated water completely. In addition to existing ZLD system, it is proposed to create additional 1 MLD capacity ZLD system.

The project of creating additional capacity of 1 MLD in Ranitec CETP is being implemented by the Council for Leather Exports (CLE). CSIR-Central Leather Research Institute (CLRI) is the Project Management Consultant (PMC).

Scope of Work

This tender is on turnkey lump sum basis for Supply, Installation, Testing and Commissioning of Mechanical and Electrical works related to the project on creation of additional 1 MLD capacity of ZLD in existing Ranitec CETP. The following are the main scopes of work

1. Supply, Installation, Testing and Commissioning of Mechanical Bar Screen, and Mechanical Rotary Drum Screen, Submersible Mixers, Centrifuge, Screw pump for filter press, online TSS, pH & ORP meters and High pressure water Jet cleaning system in Ranitec CETP on turnkey lump sum basis Supply, Installation, Testing and Commissioning of Ultra filtration system and spiral wound Reverse Osmosis system for recovery of water from treated tannery effluent from the outlet of dual media filter with electrical and instrumentation works and all accessories for 1 MLD capacity including stabilization on turnkey lump sum basis.
2. Supply, Installation and Commissioning of Diesel Generator (1010 kVA) with synchronizing panel with auto load sharing and allied works on turnkey lump sum basis.
3. Supply, Installation, Testing and Commissioning of high pressure plate and tube type Reverse Osmosis system and Nanofiltration (NF) for reject from spiral wound RO system with all accessories for 0.6 MLD capacity including piping, electrical and instrumentation, stabilization on turnkey lump sum basis.

4. In this tender document, the conceptual design, indicative details of the machineries and equipment with instrumentation has been provided for submission of tender on turnkey lump sum basis. Indicative BOQ has been provided to give an idea of items required.

The successful tenderer shall prepare detailed process design calculations, projections of membrane system, technical specifications and all working drawings based on this tender document and submit before the commencement of the work for the approval of PMC/CLE. The feed for the ultra-filtration membrane system is the treated tannery effluent for the CETP from the outlet of dual media filter. The UF permeate is the feed to spiral wound RO membrane and the final reject from spiral RO system is the feed for HP plate and tube type RO and NF system to increase the concentration of the reject and separation of salts.

Approvals from local municipality, if required and TNPCB consent shall be obtained by the beneficiary RANITEC CETP and necessary fee for the same will be paid by the beneficiary RANITEC. All necessary documentation support like drawings and details of the equipment shall be provided by the successful bidder. All other necessary approval of any manner including those of compliance to statutory legislations required by the successful bidder for smooth and proper execution of works shall be the responsibility of the successful bidder.

Note: This project is a lump sum turnkey basis. The quantity shown in this BOQ is only indicative. The contractor shall visit the site and assess the site requirements before bidding. Any item which is necessary but inadvertently omitted in BOQ shall be included at any stage of work within the total quoted tender cost. Hence, the tendered price shall be deemed to include all items which are mandatorily required for the comprehensive physical and functional completion of the offered items in all respects to meet the scope of work and performance guarantee as mentioned in this tender document issued to the bidder.

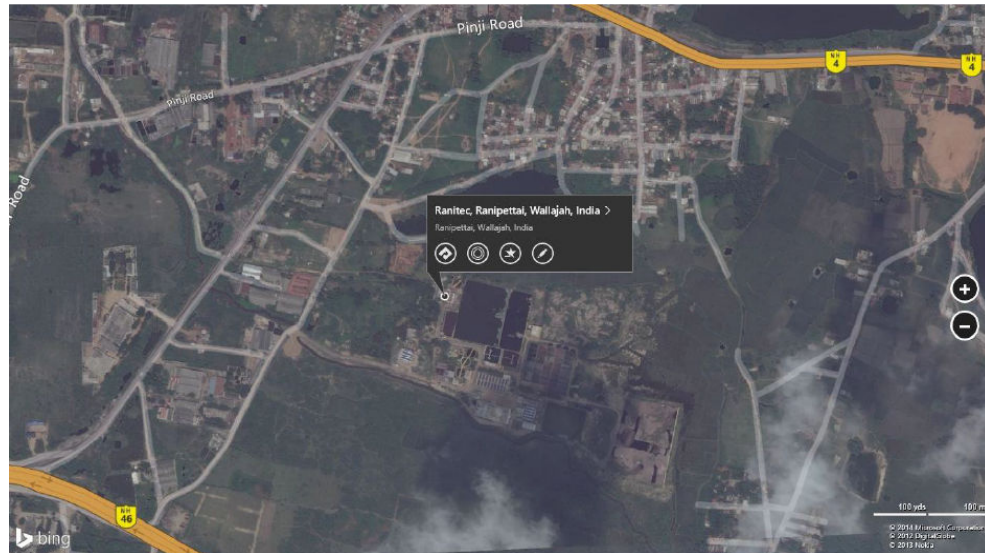
PART-I, VOLUME -1
SECTION 1.A
INSTRUCTIONS TO BIDDERS (ITB)

INSTRUCTIONS TO BIDDERS

1. INTRODUCTION

- 1.1 Ranipet Tannery Effluent Treatment Company Ltd (Ranitec CETP) is a forerunner in operating and maintaining the ZLD systems. There are 92 tanneries connected to the CETP. Installed in order to meet the stringent laws of The Tamilnadu Pollution Control Board, which prescribed no discharge of water, the CETP today is considered to have a laudable effect, reducing the depletion of scarce groundwater, by ensuring that the members re-use the treated water completely. The treatment plant has Zero Liquid Discharge (ZLD) system capacity of 3000 m³/d. The demand for increasing the capacity of the CETP has been increasing recently and hence the CETP plans to augment the capacity to 4000 m³/d by adding additional ZLD system of 1000 m³/d, well within the limits of the total consented volume of 4500 m³/d for establishment.
- 1.2 To facilitate this, RANITEC had sought the assistance of the Government of India for funds from the ASIDE Scheme through the Council for Leather Exports. The Ministry of Commerce and Industry, Government of India, has approved the capacity augmentation of the ZLD system under ASIDE scheme. A technically and financially acceptable bidder for the civil work has been selected on the basis of a tender and the contract awarded by the CLE.
- 1.3 The contact detail of beneficiary:
Ranipet Tannery Effluent Treatment Co. Ltd.
Chennai –Krishnagiri Old By-pass road,
V.C. Mottur, Vannivedu Post
Walajapet – 652513, Vellore Dist, Tamilnadu, India
Telephone: +91-4172-274180 / 270263/274812
Contact person:
Shri C M Zafarullah, Managing Director, Mobile: 9443266175
Shri. D.Sivakumar, General Manager Mobile: 9442547724
- 1.4 The Council for Leather Exports (CLE) is the Implementation agency.
The contact detail of the CLE is given below:
Council for Leather Exports (CLE),
CMDA Tower –II, 3rd Floor
Gandhi Irwin Bridge Road
Egmore, Chennai - 600 008
Ph: 044-28594367- 68
Fax: 044-28594363
Email: sp@cleindia.com. Infra2@cleindia.com
Contact Official: Mrs. S. Poonguzhali , Export Promotion Officer, CLE

- 1.5 The satellite view of the CETP and the existing surrounding is shown below:



Satellite view of the CETP and its surroundings

- 1.6 Central Leather Research Institute (CLRI) is the Project Management Consultant (PMC) engaged by CLE for capacity augmentation of ZLD system in RANITEC. As such, CLRI will be responsible for overall management of the project. The contact details of CLRI are given under:

The Director
Central Leather Research Institute (CSIR-CLRI)
(Council for Scientific and Industrial Research)
Adyar, Chennai – 600 020
Tel: 044 - 2443 7240
Fax: 044 - 24911589
(Kind attention: Mr. R.Suthanthararajan, Head, Env. Sci and Engg.Div.,
Email: rsrrajan@yahoo.com
Dr. S.V. Srinivasan Senior scientist, Env.Sci and Engg., Div.,
Email: srinivasansv@yahoo.com

Note: The term PMC wherever mentioned in the Tender Document refers to the Project Management Consultant engaged by the CLE for implementation of this Project.

- 1.7 Council for Leather Exports (CLE) invites sealed bids for Supply, Installation, Testing and Commissioning of Mechanical and Electrical works for up-gradation of CETP and creation of additional capacity of 1 MLD membrane system in existing Ranitec CETP in a two-part (two-cover) bid system from contractors, manufacturers and /or authorized

suppliers having required sales, service and warranty support facilities, with sound technical and financial capabilities fulfilling the qualification criteria.

Part –I : Technical bid for qualification

Part –II : Financial bid

1.8 Brief description of proposed work involves the following:

Site location: The proposed site is located at Ranipet Tannery Effluent Treatment Company Ltd, Madras—Krishnagiri Old Bye-Pass Road, VC Mottur, Vannivedu, Post Walajapet—632 513, Vellore District, Tamil Nadu, India. The coordinates of the site is 12.899324° N, and 79.276166° E. The site is located in Ranipet which is about 110 km from Chennai.

The following are the main categories of works:

The general scope of work involves Supply, Installation, Testing and Commissioning of Mechanical equipments for up-gradation of CETP (Mechanical bar screen, Rotary drum screens, submersible mixers, Centrifuge, Online pH &TSS meters, screw pump for filter press and High press water Jet cleaning system), Diesel generator, Ultra filtration system, Two-Stage RO – System, High Pressure plate and Tube type RO and NF system, with all accessories and Electrical works in accordance with specifications, drawings and tentative bill of quantities given in the tender document.

Note: This is a turnkey lump sum basis. The quantity shown in this BOQ is only indicative. The contractor shall visit the site and assess the requirements before bidding. Any item which is necessary but inadvertently omitted in BOQ shall be included at any stage of work within the total quoted tender cost. Hence, the tendered price shall be deemed to include all items which are mandatorily required for the comprehensive physical and functional completion of the offered items in all respects to meet the scope of work and performance guarantee as mentioned in this tender document issued to the bidder.

Schedule A:

Supply, Installation, Testing and Commissioning of Mechanical bar screen (500m³/hr), Rotary drum screen (500 m³/hr), Submersible mixers for the existing collection sump and receiving sump in CETP, Centrifuge, Online pH &TSS meters, screw pump for filter press, Ozone Generator with accessories and High pressure water Jet cleaning system with all accessories required for the successful operation of the equipment on turnkey lump sum basis.

Design, Detailed Engineering, Supply, Installation, Testing and Commissioning of Ultra filtration system and Two-Stage spiral wound RO System for 1000 m³/day on turkey basis with all electro mechanical units like pumps, motor, chemical dosing pumps, dosing tanks, micron filters, skid in SS 316 and screw compressors including piping, electrical panel board and instrumentation items like online instruments with controllers, auto valves, electromagnetic flow meters, flow measuring devices, PLC control and SCADA systems and software packages and all accessories for successful operation of the UF and RO membrane systems. The work includes Supply, Installation, and Testing and commissioning of relevant Electrical works for all associated works on turnkey lump sum basis

Schedule B:

Supply, Erection, testing and commissioning of Diesel Generator to generate a power of 1010 kVA with all accessories required for the operation of the DG set.

Supply, Erection, Testing and Commissioning of Auto synchronizing panel with auto load sharing for synchronizing of the existing three numbers of 600 kVA Diesel Generator sets with all accessories.

Supply, Fixing of 4 pole, 415 V, 5000A air circuit breaker with conformal coated (3C3 grade) suitable for corrosive environment in the existing main power panel. The work includes all required modifications, sheet metal works, supply and fixing of all interconnecting bus bars of suitable size to match the existing PCC panel and bus bars, terminations, testing, commissioning etc. The job also involves provision of suitable interlocking for DG and EB etc as required.

The work also involves Supply, Installation, Testing and commissioning of allied works including necessary earthing, CEIG inspection with approval on turnkey lump sum basis.

Schedule C:

Design, Detailed Engineering, Supply, Installation, Testing and Commissioning of High Pressure Plate and tube type RO and NF system for 600 m³/day on turnkey lump sum basis with all electro mechanical units like pumps, motor, chemical dosing pumps, dosing tanks, micron filters, chemical cleaning pumps, skid in SS 316 including electrical panel board and instrumentation items like online instruments with controllers, auto valves, electromagnetic flow meters, flow measuring devices, PLC control and

SCADA systems and software packages and all accessories for successful operation of membrane systems.

The main points of the tender are provided below:

Tenderer at his liberty may quote for one or three schedules. It is not mandate that he should bid all the 3 schedules.				
Earnest money deposit	Schedule	Work item	Earnest Money Deposit, Rs.	
	Schedule A	Mechanical and Electrical works for Up-gradation of existing CETP and Creation of additional 1MLD capacity UF and Spiral wound RO system at Ranitec CETP	8.7 Lakhs	
	Schedule B	Diesel Generator (1010 kVA) and allied works	1.1 Lakhs	
	Schedule C	Plate and Tube type High Pressure RO system for 600 m ³ /day	3.6 Lakhs	
Earnest Money shall be submitted at the time of submission of tender comprising of Technical bid (Part –I) and Financial Bid (Part –II). Earnest Money to be submitted in the form of Demand Draft from Nationalized Bank issued in favour of Council for Leather Exports payable at Chennai along with Technical bid (Part-I). Cheque for EMD will not be accepted. Tenders which are not accompanied with Earnest Money Deposit shall be summarily rejected.				
Period of completion	Schedule A: 6 months Schedule B: 6 months Schedule C: 6 months			
Bidding procedure	Two bid system (Part –I Technical Bid and Part – II Financial Bid)			
Stipulated dates of tendering	Issuance of tender document: From 13.02.2017 to 27.02.2017 , from 10.00 AM to 5.00 PM on all working days. Pre-bid meeting: 21.02.2017 (Tuesday) at 11.30 AM at CLE, Chennai Last date for submission of bids: 01.03.2017 (Wednesday) before 3.00 PM at CLE, Chennai Opening of technical bids: 01.03.2017 (Wednesday) at 3.30 PM at CLE, Chennai			
Cost of tender document	Rs.10000/- to be remitted by demand draft favoring Council for Leather Exports (CLE) payable at Chennai or by cash (non-returnable).			
Contents of tender document	Tender document PART - I Volume-1: General SECTION 1.A: Instruction To Bidders (ITB) SECTION 1.B: Proforma of Schedules			

	<p><i>SECTION 1.C: General conditions of contract</i></p> <p><i>SECTION 1.D: Safety code</i></p> <p>Volume-2: Technical Specifications</p> <p><i>SCHEDULE A: Technical specifications for Mechanical and Electrical works for Up-gradation of existing CETP, UF and Spiral wound RO system</i></p> <p><i>SCHEDULE B: Technical specifications for DG Set and allied Works.</i></p> <p><i>SCHEDULE C: Technical specifications for High pressure plate and tube type RO system with accessories.</i></p> <p>Volume - 3: Bill of quantities</p> <p><i>SCHEDULE A: Bill of quantities for Mechanical and Electrical works for Up-gradation of existing CETP,UF and Spiral wound RO system</i></p> <p><i>SCHEDULE B: Bill of quantities for DG Set and allied works</i></p> <p><i>SCHEDULE C: Bill of quantities for High pressure plate and tube type RO with accessories</i></p> <p>Annexure</p>
	<p>PART – II - Price bid</p> <p><i>SCHEDULE A: Price bid for Mechanical and Electrical works for Up-gradation of existing CETP,UF and Spiral wound RO system</i></p> <p><i>SCHEDULE B: Price bid for DG Set and allied works</i></p> <p><i>SCHEDULE C: Price bid for High pressure plate and tube type RO with accessories</i></p>

- 1.9 Three separate Contracts against the above schedules would be awarded based on fulfillment of Technical qualification and lowest price quoted for respective schedules.
- 1.10 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.
- 1.11 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, detailed engineering, Supply, Installation, Testing, Commissioning and performance evaluation of Mechanical bar Screen, Rotary drum screen, Submersible mixers, Centrifuge, Online pH & TSS meters, screw pump for filter press, Ozone Generator with accessories, High Pressure water Jet cleaning system, Diesel generator, Ultra filtration system, Two-Stage RO – System, High Pressure Plate and Tube

type RO and NF system with electro mechanical items like pumps, motor, chemical dosing pumps, dosing tanks, micron filters, chemical cleaning pumps, skid in SS 304 and blower including all electrical works and instrumentation items like online instruments with controllers, auto valves, electromagnetic flow meters, flow measuring devices, PLC system, SCADA system and software packages and accessories complete for successful operation of membrane system and all other allied services in accordance with the specifications, drawings and bill of quantities given in the Tender Document on turnkey lump sum basis.

- 2.2 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 the site conditions.
- 2.3 The descriptions of components in these mechanical and electrical items with accessories are provided in Section no. 1.8.
- 2.4 The work involves process design calculations, projections of membrane system, technical specifications of equipment and instruments and all working drawings based on this tender document and submit before the commencement of the work for the approval of PMC/CLE.
- 2.5 On approval of designs, the contractor has to prepare and submit detailed engineering drawings and BAR chart to PMC/CLE.
- 2.6 Electrical works in UF, spiral wound RO system and High pressure plate and type RO system including supply, installation of LT panel boards for all equipment.
- 2.7 Water drainage arrangements in area of membrane system.
- 2.8 Obtaining all approvals from competent authority, if any, for installation of all mechanical and electrical works complete in this project in coordination with Ranitec CETP. The cost towards obtaining such approvals and any other requirements shall be borne by the contractor.
- 2.9 Necessary work permit shall be obtained from the beneficiary for Excavation works and other works within the Ranitec CETP
- 2.10 Submission of regular progress report to PMC/CLE on monthly basis is also a responsibility of the contractor.

Note: This is a turnkey lump sum basis contract. The quantity shown in this BOQ is only

indicative. The contractor is advised to visit the site and assess the site requirements before quoting. Any item which is necessary but inadvertently omitted in BOQ shall be included at any stage of work within the total quoted cost. Hence the tendered price shall be deemed to include all items which are mandatorily required for the comprehensive physical and functional completion of the offered items in all respects to meet the scope of work as contain in this tender document issued to the bidder.

3. Period of Completion

- 3.1 The entire works given in the Scope of work shall be completed from the date of issuance of work order within a period as mentioned below:

Schedule	Work item	Maximum time duration for completion of works
Schedule A	Mechanical and Electrical works for Up-gradation of existing CETP and Creation of additional 1MLD capacity UF and Spiral wound RO system at Ranitec CETP	6 months
Schedule B	Diesel Generator (1010 kVA) and allied works	6 months
Schedule C	Plate and Tube type High Pressure RO system for 600 m ³ /day	6 months

- 3.2 Tenderers shall submit together with technical bid 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 Ranipet town.
- 4.2 The climate of Ranipet 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 the contract, each bidder in its name should have in the last three years ending 31st March 2016:
- (i) Bidding firm Should have Average Annual Financial Turnover during the last 3 years, ending 31st March 2016 as follows:

Schedule	Work item	Average Annual Financial Turnover during the last 3 years, Rs. Crores
Schedule A	Mechanical and Electrical works for Up-gradation of existing CETP and Creation of additional 1MLD capacity UF and Spiral wound RO system at Ranitec CETP	8.7 Crores
Schedule B	Diesel Generator (1010 kVA) and allied works	1.1 Crores
Schedule C	Plate and Tube type High Pressure RO system for 600 m ³ /day	3.6 Crores

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 31st 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. Crores
Schedule A	Mechanical and Electrical works for Up-gradation of existing CETP and Creation of additional 1MLD capacity UF and Spiral wound RO system at Ranitec CETP	3.48 Crores
Schedule B	Diesel Generator (1010 kVA) and allied works	44 lakhs
Schedule C	Plate and Tube type High Pressure RO system for 600 m ³ /day	1.44 Crores

Note: If a bidder is quoting for more than one Schedule, then they should have Minimum amount for bank solvency certificate cumulative to respective estimated cost.

- (iii) Should have Experience of having successfully completed similar work for respective schedule of work as per clause 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:

Schedule	Work item	Experience
Schedule A	Mechanical and Electrical works for Up-gradation of existing CETP and Creation of additional 1MLD capacity UF and Spiral wound RO system at Ranitec CETP	Three similar completed works costing not less than Rs.3.48 Crores or Two similar completed works costing not less than Rs.5.22 Crores or One similar completed work costing not less than Rs. 6.96 Crores
Schedule B	Diesel Generator (1010 kVA) and allied works	Three similar completed works costing not less than Rs 44 lakhs Or Two similar completed works costing not less than Rs. 66 lakhs or One similar completed work costing not less than Rs. 88 lakhs
Schedule C	Plate and Tube type High Pressure RO system for 600 m ³ /day	Three similar completed works costing not less than Rs.1.44 Crores or Two similar completed works costing not less than Rs.2.16 Crores or One similar completed work costing not less than Rs.2.88 Crores

- (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 previous to the one in which applications are invited 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. 10.72 Crores.
or
- b. Two similar completed works costing not less than Rs.8.04 Crores
or
- c. Three similar completed works costing not less than Rs.5.36 Crores

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 Mechanical and Electrical works for up-gradation of CETP and creation of additional capacity of 1 MLD membrane system in existing Ranitec CETP. PMC/ CLE's decision will be final.

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

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

5.2.1 For Schedule A

Experience in Supply, Installation, Testing and Commissioning of Ultra filtration system and RO System for industrial wastewater with 1000 m³/day capacity for CETP/ETP with allied works.

5.2.2 For Schedule B

Experience in Supply, Erection, testing and commissioning of Diesel Generator with 1010 kVA capacity, synchronizing panel and allied works.

5.2.3 For Schedule C

Experience in Supply, Installation, Testing and Commissioning of High Pressure Plate and tube type RO system for industrial wastewater with 600 m³/day.

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 contracts if:

- a) He is bankrupt.
- b) Payments to him 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.
- c) Legal proceedings have been instituted against him involving an order suspending payments and which may result, in accordance with his national laws, in declaration of

bankruptcy or in any other situation entailing the total or partial loss of the right to administer and dispose of his property.

- d) He is guilty of serious misrepresentation with regard to information required for participation in an invitation to tender.
- e) He is in breach of contract on another contract with the Employer and/or the State of Tamil Nadu / Union of India.

5.5 List of documents to be submitted in Technical bid sealed cover (Part –I) are

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 securitize 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 ‘1st Copy’.

- a. Letter of tender
- b. Covering letter (as per Appendix 1)
- c. Proof of purchasing tender in their name
- d. 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.
- e. A copy of documents showing the organization chart, legal status, place of registration of the headquarters and written powers of attorney to the signatory to obligate.
- f. Certified Power of Attorney authorized or representatives of the firm to sign the tender and all subsequent communication
- g. Photo copies of the PAN no. and TIN.
- h. Income Tax returns filed for last three years 2013-14, 2014-15 and 2015-16.
- i. Solvency certificate from the bank.
- j. 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.
- k. Details of manpower proposed for Project Management and for site Management including qualification and experience of the personnel.

- l. Details of technical experience, 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
 - m. Performance certificate/s of the completed projects from the respective clients in support of the successful completion of the project. In the event certificate is not in English language a certified translation (original copy) in English language apart from the photocopy of the certificate as received from the client as per volume-I, section 5.1 of ITB (iii) in the format given in Appendix 2.
 - n. Mandatory Site Inspection Declaration: It is mandatory that, the tenderer to visit and inspect the sites of the works and its surroundings and obtain, at his own responsibility, expense and risk, all information which may be necessary to prepare his tender and sign the Contract for the Works. An undertaking in this regard has to be submitted as per the format in Appendix 3
 - o. List of equipment available with tenders
 - p. Financial capacity as per Appendix 4
 - q. 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 addenda, if any, issued by CLE shall be returned after signed by the tenderer in each page as it is (with signature and seal) in token of having read, understood and accepted the various terms, conditions, specifications and drawings of the Tender document.
 - r. The Tenderer shall prepare, complete plan and submit detailed process design calculations, projections of membrane system, technical specifications with model no & makes of all electro mechanical equipment, instruments etc and drawings with P&I based on the original requirements which is suitable for the site conditions and submit along with the technical bid (Part -I) which is **mandatory**.
 - s. PMC/CLE will securitize the technical bid and price bids of technically qualified tenderers fulfilling the entire requirement as per the tender specification will be opened and other bids will be rejected.
- 5.6 The Tenderer shall also submit the following information in the technical bid.
- a. A photocopy of the Schedule of Prices and Annexure to the Schedule of Prices as submitted by the tenderer in the Part –II but with the prices details blanked out to enable CLE/PMC to verify that the format of the Schedule of Prices and the Annexure to be Schedule of Prices have been strictly followed in the same manner by

the Tenderer and deviation or alteration of the format shall be submitted in the technical bid (Part –I).

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

5.7 List of documents to be submitted in financial bid sealed cover (Part –II) are

- a. Only prices are to be indicated as requested in the tender document inclusive all taxes. No other conditions should be indicated in the price bid. The price bid will be rejected if this condition is not adhered to.
- b. Signed copy with bidder's seal of the original price bid
- c. Since the project is on turnkey lump sum basis, no escalation clause will be considered for payment.

6 Only One Tender for one Schedule by any Tenderer

A Tenderer can submit only one Offer/tender for any individual schedule. In case a Tenderer submits more than one Tender for same schedule, both the Tenders shall be disqualified. One tenderer can submit tender for 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 should 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, existing building and proposed plan of RO building, 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 no monetary or other claims made by the Tenderer on the grounds of want of knowledge of any or all of the aforesaid matters will be entertained. The costs of visiting the Site shall be at the Tenderers own expense.

B. TENDER DOCUMENTS**9 Contents of Tender Documents**

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

Tender document-PART-I- Volume -1: General	SECTION 1.A: Instruction To Bidders (ITB) SECTION 1.B: Proforma of Schedules SECTION 1.C: General conditions of contract SECTION 1.D: Safety code
Tender document- PART-I- Volume-2: Technical Specifications	Tender document-Volume-2: Technical Specifications SCHEDULE A: Technical specifications for Mechanical and Electrical works for Up-gradation of existing CETP, UF and Spiral wound RO system SCHEDULE B: Technical specifications for DG Set and allied Works. SCHEDULE C: Technical specifications for High pressure plate and tube type RO system with accessories.
Tender document- PART-I- Volume -3: Bill of quantities	Tender document-Volume - 3: Bill of quantities (BOQ) SCHEDULE. A: Bill of quantities for Mechanical and Electrical works for Up-gradation of existing CETP, UF and Spiral wound RO system SCHEDULE B: Bill of quantities for DG Set and allied works SCHEDULE C: Bill of quantities for High pressure plate and tube type RO with accessories Annexure
Tender document- PART-II- Price bid	Tender document-Volume - 3: Bill of quantities (BOQ) and price bid SCHEDULE. A: Price bid for Mechanical and Electrical works for Up-gradation of existing CETP, UF and Spiral wound RO system SCHEDULE B: Price bid for DG Set and allied works SCHEDULE C: Price bid for High pressure plate and tube type RO with accessories

10 Sale of Tender Documents

- 10.1 The Tender documents can be obtained on payment of a non-refundable fee of **Rs.10000/-** (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 Offices as mentioned in the following addresses. The application for obtaining Tender documents shall be made to the respective offices

Chennai	The Executive Director Council for Leather Exports CMDA Tower –II, 3 rd Floor Gandhi Irwin Bridge Road Egmore, Chennai 600 008 Ph: 044-28594367-71 (5 lines) Fax:044-28594363 & 28594364 Email: cle@cleindia.com
Mumbai	The Regional Director (West) Council for Leather Exports STAR HUB, Building 1, Unit No.102, 1 st Floor Near Hotel Hyatt Regency & ITC Maratha Sahar International Airport Road, Andheri (East), Mumbai – 400 099. Tel: +91 - 22 - 28392221 Fax: +91 - 22 - 67256236 E-mail: cleb@cleindia.com
Kolkata	The Regional Director (East), Council for Leather Exports, 1B, First Floor, "Duckback House", 41, Shakespeare Sarani, Kolkata - 700 017. Tel: +91-33-22835479/80. Fax: +91-33-22877270. E-mail: cleer@cleindia.com

Kanpur	Office In-charge, (Central), Council for Leather Exports, H.B.T.I. Campus (Adjacent to Central Bank of India), NawabGanj, Kanpur-208 002. Tel: 0512-2534198. Fax: 0512-2534197. E-Mail: cleknp@cleindia.com ,
New Delhi	The Regional Director (North) The Regional Director, Council for Leather Exports, Unit No.317, DLF Prime Towers, Plot No.79 & 80, Block F, Okhla Industrial Area, Phase-I, New Delhi-110 020 Tel : 011-26814501 / 502, Fax: 011-26814503, E-Mail: cledelhi@cleindia.com
Agra	The Assistant Director Council for Leather Exports, S-6, 2nd Floor, Friends Tower, Block No.41-B, Sanjay Place, Agra - 282 002. Tel: +91-562-2852619 / Fax: +91-562-2854053 E-Mail: cleagra@cleindia.com
Jalandhar	The Office In-charge Council for Leather Exports CLRI Extension Centre (Testing Lab), Leather Complex, Kapurthala Road, Jalandhar - 144 021, Punjab, India. Tel: +91-181-2650967 / Fax: +91-181-2650967 E-Mail: clejalandhar@ymail.com

10.4 CLE does not accept responsibility either for delays in receipt of the completed Tender documents or any delay experienced by the applicant in receiving the documents including loss of documents in transit. Extension of the bid submission date and time for receipt of the completed documents 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 13.02.2017 to 27.02.2017 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.10000/- (Rupees ten thousand only) by way of Demand Draft drawn in favor of Council for Leather Exports 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 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

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 atleast 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 will be held at 11.30 AM on 21st February 2017 at the Council for Leather Exports, Egmore, Chennai- 600 008.
- 13.2 The purpose of the pre-bid meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage pertaining to the Tender. Apart from the pre-bid meeting, the CLE will not entertain any further question whether written or verbal.
- 13.3 The Tenderer is requested to submit the questions in writing or by fax or by e-mail clearly mentioning in the subject "Queries Regarding Mech and Electrical works in Ranitec

CETP” to reach CLE (sp@cleindia.com, infra2@cleindia.com) and CSIR-CLRI (rsrrajan@yahoo.com and srinivasansv@yahoo.com) before the Pre-bid meeting.

- 13.4 The text of the questions raised and the responses given as a result of the pre-bid meeting shall be made by CLE/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

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

17. Alternative Proposals by Tenderers

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

18. Tender Price

- 18.1 The rates quoted by the tenderer in the financial bid is deemed to be all inclusive for the complete supply, delivery at site, erection, trial run, testing, commissioning, stabilization

and fulfillment of performance guarantee and all kind of duties, taxes, license fees, packing forwarding charges, transportation, insurance, and all other expenses 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. This is a turnkey lump sum basis. The quantity shown in this BOQ is only indicative. The contractor shall visit the site conditions and assess the requirements before bidding. Any item which is necessary but inadvertently omitted in BOQ shall be included at any stage of work within the total quoted tender cost. Hence the tendered price shall be deemed to include all items which are mandatorily required for the comprehensive physical and functional completion of the offered items in all respects to meet the scope of work and performance guarantee as mentioned in this tender document issued to the bidder. Unit prices stated by the Tenderer shall be fixed for the whole period of the Contract and shall not be subject to variation.

- 18.2 Tenderers are required to fill all blanks in the Price Bid legibly and properly. Items un-priced 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

Tenderers shall quote their prices in Indian Rupees only

20 Tender Validity

- 20.1 Tenders shall remain valid for a period of ninety days (90) days from the date of submission of the Tenders. The tenderers shall submit a declaration in this regard.
- 20.2 In exceptional circumstances, prior to expiry of the original time limit, CLE may request Tenderers to extend the period of validity for a specified additional period. The request and the Tenderer's responses shall be made in writing or by fax. A Tenderer may refuse the request without forfeiting his Earnest Money Deposit. A Tenderer agreeing to the request will not be permitted to modify his Tender.

21 Earnest Money Deposit

21.1 The Tender shall be accompanied by an Earnest Money Deposit (EMD) in the form of a demand draft from a nationalized Bank in favor 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	Mechanical and Electrical works for Up-gradation of existing CETP and Creation of additional 1MLD capacity UF and Spiral wound RO system at Ranitec CETP	8.7 Lakhs
Schedule B	Diesel Generator (1010 kVA) and allied works	1.1 lakhs
Schedule C	Plate and Tube type High Pressure RO system for 600 m ³ /day	3.6 lakhs

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

21.3 The EMD of unsuccessful Tenderers will be returned within 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:

- a. The Tenderer withdraws his Tender after Tender opening and during the Tender validity period as per Section 20 of ITB.
- b. The Tenderer does not accept the correction of the Tender price, pursuant to Section 30 of ITB.
- c. 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.
- d. 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 or persons duly authorized to sign on behalf of the Tenderer, along with official seal. All pages of the Tender where entries or amendments with official seal have been made shall be signed by the person or persons signing the Tender. The Tenderer shall enclose a certified copy of the Power of Attorney authorizing the signatory or signatories to sign the Tender document as 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 1st March(Wednesday). Technical bid will be opened at 3.30 P.M on 1st March(Wednesday) 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 of all the rights and obligations of CLE and the Tenderers previously subject to the original due date for submission will then are 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.

1st Envelope : PART-I - TECHNICAL BID as per section 24.7 with EMD

2nd Envelope : PART-II - FINANCIAL BID as per section 24.9

3rd Envelope : Mechanical and Electrical works for Up-gradation of existing CETP and Creation of additional 1MLD capacity UF and RO system at Ranitec CETP

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

24.6 The package shall be addressed to

The Executive Director

Council for Leather Exports,

CMDA Tower II, 3rd Floor,

Gandhi Irwin Bridge Road,

Egmore, Chennai - 600 008

Phone No : 044 2859 4367-71 (5 Lines)

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

24.7 The 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:

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 Schedules (Schedule A for Mechanical and Electrical works for Up-gradation of existing CETP and Creation of additional 1MLD capacity UF and Spiral wound RO system at Ranitec CETP, Schedule B for DG set and its Allied Works and Schedule C for High pressure plate and tube type RO system) offered by the tenderer. For example, if the bidder is offering for all the three Schedules, then there should be three different price bid covers clearly super scribed schedule of works (i.e. Schedule A for Mechanical and Electrical works for Up-gradation of existing CETP and Creation of additional 1MLD capacity UF and Spiral wound RO

system at Ranitec CETP, Schedule B for DG set and its Allied Works and Schedule C for High pressure plate and tube type RO system) within the overall main “Financial bid cover” (Part II).

25 Late Tenders

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 Instructions 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 MODIFICATION or WITHDRAWAL as appropriate.

26.3 No Tender may be modified after the due date of submission of the Tenders.

26.4 Withdrawal or modification of a Tender between the deadline for submission of Tenders and the expiration of the original period of Tender validity specified in 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 The 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 1st March (Wednesday) 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

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 PMC 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 Contract or
 - c. Whose rectification would affect unfairly the competitive position of other Tenderers presenting substantially responsive Tenders
- 29.4 To assist the examination and verify the claims, CLE/PMC and beneficiary may visit the previous installations claimed by the tenderer for technical qualification and tenderers shall facilitate for the visits.
- 29.5 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.
- 29.6 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.
- 29.7 CLE will proceed with opening of Part II envelope i.e. "Financial bid Envelope" of those Tenderers whose Technical bids has been accepted. The opening of the "Financial Bid

Envelope" will be done in the presence of those Tenderers or their representatives who choose to be present. The Financial Bid Envelope" of the unsuccessful Tenderers shall not be opened.

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

30. Correction of Errors

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

- a. Where there is a discrepancy between the figures and words in the Schedule of Prices, the prices as given in words will govern.
- b. A discrepancy in the total shall be corrected by considering the prices quoted by the Tenderer for the individual items in words which shall govern.

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

31 Evaluation of Tender Prices

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

- a. Making any correction for errors pursuant to Section 30 of ITB above.
- b. 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, Equipment 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 Tenderer or Tenderers of any obligation to inform the affected Tenderer or Tenderers of the grounds for CLE's action.

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

33 Notification of Award

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

33.2 The notification of award will constitute the formation of the Contract, subject only to the furnishing of a Security Deposit 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 The Performance Security shall be initially valid up to the stipulated date of complete completion of work plus 60 days beyond that.

34.3 After recording of the completion certificate for the work by the competent authority, the performance guarantee shall be returned to the contractor 60 days from completion date, without any interest

34.4 Either the successful tenderer fails to comply with this requirement or failure to commence the work within prescribed time shall constitute sufficient grounds for cancellation of award and forfeiture of EMD.

34.5 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

Within seven (7) working days of the date of issue of Work Order, the successful Tenderer have to execute 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 the aspects of tender document as well as the standard agreement clauses of CLE.

36 Payment Terms

36.1 The payment to the bidder will be released according to the progress of the project described in the following schedule.

- a. 10% of the work order against completion of detailed engineering, proof of ordering of equipment and completion of preparatory works at site against submission of irrevocable bank guarantee for equal amount by the contractor.
- b. 40% of the equipment cost against the delivery of equipment at site
- c. 20% of the equipment cost against the erection of equipment
- d. 20% of the equipment cost against the testing, trial run, commissioning and fulfilling of performance guarantee of equipment
- e. Balance amount against fulfilling of complete performance run of overall system

36.2 Payment to the Contractor against the bills shall be made based on the above payment terms.

36.3 The total number of invoices raised shall not exceed maximum of six numbers in totality.

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

38. Retention Money (Security Deposit & Performance guarantee)

The Overall deposit/deduction of retention money shall be ten percent (10%) of the Basic Contract Price. The mode of deduction of this amount has been detailed 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 equipment/materials, workmanship or other faults whatsoever with respect to the Works/equipment shall be guaranteed for the periods as follows. During these periods, the Contractor shall replace or rectify any portion of Works/equipment that shall be found to be defective immediately upon receipt of the intimation from CLE/beneficiary to this effect.

Defects Liability Period for all the works executed and equipments supplied by the Contractor	One (1) year from the date of commissioning or 18 months from the date of supply, whichever is earlier.
---	---

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 during the Defects Liability Period entirely at his cost.

- 39.2 The portion of the works/equipment so rectified / replaced shall be liable for guarantee for a further period of one (1) year from the date of successful completion of the replacement / rectification.
- 39.3 During the Defects Liability Period, the Contractor shall pay and make good to CLE and all other person or parties legally entitled thereto all losses, damages, costs and expenses they or any of them may incur or be put or be liable to by reason or in consequence of the operations of the Contractor or of the failure from whatever causes of the Works or any of them during the time the Contractor is responsible thereof or parties as aforesaid from and against the same and from and against all actions, suits, claims and demands whatsoever by reason of an account thereof or CLE will be at liberty to encase the Performance Bank Guarantee and pay to such other persons or parties entitled as aforesaid the amount of such losses, damages, cost of expenses, without prejudice to CLE's right to seek additional compensation if any, through legal means.

40. Rate of Progress and Continuous Working

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

necessary that the Engineer may approve to expedite progress so as to complete the Works or such section. If so required by the Engineer, the Contractor shall commence and proceed with the Work at more than one place. He shall employ such number of men as may be considered necessary by the Engineer for the efficient and expeditious execution of the Work. The Contractor shall not be entitled to any additional payment for taking such steps. If, as a result of any notice given by the Engineer under this clause, the

41. Site Meetings

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

42. Review Meeting

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

43 Legal Basis

The contract shall be governed by and construed and interpreted in accordance with the India law from time to time in force and the parties agree to submit to the non-exclusive jurisdiction of the courts of India and as such courts as are entitled to hear appeals there from.

44 Site insurance

The contractor should take site insurance towards, theft, breakage, accidents, etc. until the tenure of the contract

45 Performance guarantee

All the components should be designed for continuous mode operation, i.e., 24 x 7 days operations. The Contractor shall guarantee the Percentage recovery and Quality of permeate/recovered water as per this tender document.

46 Performance run

Performance run for 72 hours without stoppage, except for scheduled operations of filter/cleaning conducted to check performance of UF and RO trains simultaneously and HP RO and NF separately. Plant performance will be accepted based on computer projection output run on the actual feed water quality and operating parameters observed during the operational run. The plant shall be considered as commissioned once the performance run has been completed successfully as referred above; all pending major and minor jobs / checklists arising out of the performance run are completed and all built drawings (mechanical, electrical and instrumentation) are submitted in hard copies (3 sets) along with soft copies.

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, 3rd Floor,
Gandhi Irwin Bridge Road,
Egmore, Chennai - 600 008
Phone No : +91 44 2859 4367- 71 (5 Lines)

Subject: Mechanical and Electrical Works for Upgradation of CETP and Creation of Additional Capacity of 1 MLD Membrane System in Existing Ranitec CETP, Ranipet, Vellore District, TamilNadu

Ref. : Notice inviting tender no. - **CLE-** HO/ASIDE /RANITEC CETP/M&E/2017 dated 10th February 2017 for Mechanical and Electrical Works for Upgradation of CETP and Creation of Additional Capacity of 1 MLD Membrane System in Existing Ranitec CETP, Ranipet, Vellore District, TamilNadu

Sir,

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

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

Thanking you and assuring you of our best services always

Very truly yours,

For (Name of the Tenderer)

Signature

Authorized signatory or signatories

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

APPENDIX 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**Undertaking Letter declaring conformity of Site Visit****(To be typed on the letterhead of the Tenderer)**

Date

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

Subject: Mechanical and Electrical Works for Upgradation of CETP and Creation of Additional Capacity of 1 MLD Membrane System in Existing Ranitec CETP

Ref.: Notice inviting tender no ; HO/ASIDE/Ranitec CETP-M&E/2017 dated 10th February for Mechanical and Electrical Works for Upgradation of CETP and Creation of Additional Capacity of 1 MLD Membrane System in Existing Ranitec CETP, Ranipet, Vellore District, TamilNadu

Sir,

We, hereby undertake that we have visited the site at RANITEC 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 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 conditions 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 :
- I Annual turnover (Rupees or home
Currency of the applicant) for
h
e 4 2013 - 2014 :
r 2014 – 2015
e 2015 – 2016
b
y
5 Furnish name, address, and telephone no.
fax and contact person of your Bankers :
a in a separate list attached to this appendix
u
t
h
o 6 Furnish name, address, telephone no, Fax
no. & contact person of your Insurance :
r Company in a separate list
i Attached to this appendix

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.

PART-I, VOLUME -1
SECTION 1.B
PROFORMA OF SCHEDULES

PROFORMA OF SCHEDULES

Schedule A:

Supply, Installation, Testing and Commissioning of Mechanical bar screen (500m³/hr), Rotary drum screen (500 m³/hr), Submersible mixers for the existing collection and receiving sump in CETP, Centrifuge, Online pH &TSS meters, screw pump for filter press, Ozone Generator with accessories and High pressure water Jet cleaning system with all accessories required for the successful operation of the Equipment on turnkey lump sum basis.

Design, Detailed Engineering, Supply, Installation, Testing and Commissioning of Ultra filtration system and Two-Stage spiral wound RO System for 1000 m³/day on turkey basis with all electro mechanical units like pumps, motor, chemical dosing pumps, dosing tanks, micron filters, chemical cleaning pumps, skid in SS 304 and blower including piping, electrical panel board and instrumentation items like online instruments with controllers, auto valves, electromagnetic flow meters, flow measuring devices, SCADA system and software packages and all accessories for completely for successful operation of the membrane system. The work also involves Supply, Installation, Testing and commissioning of relevant Electrical system for all associated works on turnkey lump sum basis.

Schedule B:

Supply, Erection, testing and commissioning of Diesel Generator to generate a power of 1010 kVA with all accessories required for the operation of the DG set.

Supply, Erection, Testing and Commissioning of Auto synchronizing panel for synchronizing the multiple Diesel Generator sets with all accessories.

Supply, Fixing of 4 pole, 415 V, 5000A air circuit breaker in the existing main power panel. The work includes all required modifications, sheet metal works, supply and fixing of all interconnecting bus bars of suitable size to match the existing bus bars, terminations, testing commissioning etc. The job also involves provision of suitable interlocking for DG and EB etc as required.

The work also involves Supply, Installation, Testing and commissioning of allied works on turnkey lump sum basis

Schedule C:

Design, Detailed Engineering, Supply, Installation, Testing and Commissioning of High Pressure Plate and tube type RO system for 600 m³/day on turkey basis with all electro mechanical units

like pumps, motor, chemical dosing pumps, dosing tanks, micron filters, chemical cleaning pumps, skid in SS 304 including electrical panel board and instrumentation items like online instruments with controllers, auto valves, electromagnetic flow meters, flow measuring devices, PLC control system and software packages and all accessories for successful operation of membrane system.

Note: This is a turnkey lump sum basis. The quantity shown in this BOQ is only indicative. The contractor is advised to visit the site and assess the requirements before quoting. Any item which is necessary but inadvertently omitted in BOQ shall be included at any stage of work within the total quoted tender cost. Hence the tendered price shall be deemed to include all items which are mandatorily required for the comprehensive physical and functional completion of the offered items in all respects to meet the scope of work as contain in this tender document issued to the bidder.

Reference to General condition of contract

Name of Work	Supply, Testing, Installation and Commissioning of Mechanical and Electrical Works for Upgradation of CETP and Creation of Additional Capacity of 1 MLD Membrane System in Existing Ranitec CETP, Ranipet, Vellore District, TamilNadu
Estimated cost of work	Schedule A: 8.7 Crores Schedule B: 1.1 Crore Schedule C: 3.6 Crore
Earnest Money Deposit	Schedule A : 8.7Lakhs Schedule B: 1.1 Lakhs Schedule C: 3.6 Lakhs
(i) Performance Guarantee	5 % of tendered value
(ii) Security Deposit	5 % of tendered value

Schedule F

GENERAL RULES & DIRECTIONS:

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

Officer inviting tender: Executive Director, CLE

Definitions

2(v) Engineer-in-Charge : Represented by PMC/CLE

2(viii) Accepting Authority : Represented by PMC/CLE

Clause 1

Time allowed for submission of Performance Guarantee

from the date of issue of letter of acceptance : 7 days

Clause 1A

Recovery of Security Deposit

Clause 2

Penalty for delay in completion : Yes

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

Clause 5

Number of days from the date of issue of letter

of acceptance for reckoning date of start : 10 days

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 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

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

PART-I, VOLUME -1
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:-
 - a. The expression works or work shall, unless there be something either in the subject or context repugnant to such construction mechanical and electrical works, to be carried out 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.
 - b. The Site shall mean the building/land / or other places on, in to or through which work is to be executed under the contract which may be allotted or used for the purpose of carrying out the contract
 - c. The Contractor shall mean the individual, firm or company, whether incorporated or not, undertaking the works and shall include the legal personal representative of such individual or the persons composing such firm or company, or the successors of such firm or company and the permitted assignees of such individual, firm or company.
 - d. The CLE means the Executive Director, Council for Leather Exports, Chennai and his successors and PMC means the Director, CSIR - Central Leather research Institute, Chennai and his successors.
 - e. The Engineer-in-charge means the representative of PMC.

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

Scope and Performance

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

5. The contractor shall be furnished, free of cost one certified copy of the contract documents except standard specifications 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, insurance for men and materials, tools, plants, equipment and transport which may be required in preparation of and for and in the full and entire installation, testing and commissioning of the tendered mechanical and electrical 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 installation, testing and commissioning 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 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.

8.2 If there are varying or conflicting provisions made in any one document forming part of the contract, the Accepting Authority shall be the deciding authority with regard to the intention of the document and his decision shall be final and binding on the contractor.

8.3 Any error in description, quantity or rate in Schedule of Quantities or any omission there from shall not vitiate the Contractor release the Contractor from the execution of the whole or any part of the works comprised there in according to drawings and specifications or from any of his obligations under the contract.

Signing of Contract

9. The successful tenderer / contractor, on acceptance of his tender by the Accepting Authority, shall, within 7 working 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, is forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.

ii. Standard Form as mentioned in Schedule 'F' consisting of:

a) Various standard clauses with corrections up to the date stipulated in Schedule 'F' along with annexures thereto.

b) C.P.W.D. Safety Code.

c) Model Rules for the protection of health, sanitary arrangements for workers employed by CLE or its contractors.

d) Contractor's Labour Regulations of the Government.

e) List of Acts and omissions for which fines can be imposed.

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

CLAUSES OF CONTRACT**CLAUSE 1****Performance Guarantee**

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

any amount due, either as agreed by the contractor or determined under any of the Clauses / Conditions of the agreement, within 30 days of the service of notice to this effect by Engineer-in-Charge.

- (iv) In the event of the contract being determined or rescinded under provision of any of the Clause / Condition of the agreement, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of the Executive Director, CLE.

CLAUSE 1A

Recovery of Security Deposit of The person / persons whose tender(s) may be accepted (herein after called the contractor) shall permit CLE at the time of making any payment to him for work done under the contract to deduct a sum at the rate of 10% of the gross amount of each bill till the sum along with the sum already deposited as earnest money, will amount to security deposit of 5% of the tendered value of the work. Earnest money shall be adjusted first in the security deposit and further recovery of security deposit shall commence only when the up-to-date amount of security deposit starts exceeding the earnest money. Such deductions will be made and held by CLE by way of Security Deposit unless he / they has / have deposited the amount of Security at the rate mentioned above in cash or in the form of Government Securities or fixed deposit receipts. In case affixed deposit receipt of any Bank is furnished by the contractor to the CLE as part of the security deposit and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused there by shall fall on the contractor and the contractor shall forth with on demand furnish additional security to the CLE to make good the deficit.

All compensations or the other sums of money payable by the contract or under the terms of this contract may be deducted from, or paid by the sale of a sufficient part of his security deposit or from the interest arising there from, or from any sums which may be due

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

CLAUSE 2

Penalty for delay in completion

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

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

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

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

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

CLAUSE 3

When Contract can be determined

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

- (i) If the 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 inefficient or otherwise improper or unworkmanlike manner shall omit to comply with the requirement of such notice for a period of seven days thereafter.
- (ii) If the contractor has, without reasonable cause, suspended the progress of the work or has failed to proceed with the work with due diligences so that in the opinion of the Engineer-in-Charge (which shall be final and binding) he will be unable to secure completion of the work by the date for completion

and continues to do so after a notice in writing of seven days from the Engineer-in-Charge.

- (iii) If the contractor fails to complete the work within the stipulated date or items of work with individual date of completion, if any stipulated, on or before such date(s) of completion and does not complete them within the period specified in a notice given in writing in that behalf by the Engineer-in-Charge.
- (iv) If the contractor persistently neglect to carry out his obligations under the contract and / or commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7days after a notice in writing is given to him in that behalf by the Engineer-in-Charge.
- (v) If the contractor shall offer or give or agree to give to any person in service or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or for bearing to do or for having done or for borne to do any act in relation to the obtaining or execution of this or any other contract for CLE.
- (vi) If the contractor shall enter into a contract with CLE in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particular of any such commission and the terms of payment thereof have been previously disclosed in writing to the Engineer-in-Charge.
- (vii) If the contractor shall obtain a contract with CLE as a result of wrong tendering or other non-bonafide method of competitive tendering or commits breach of integrity.
- (viii) If the contractor being an individual, or if a firm, any partner there of shall at any time be adjudge in solvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation

or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purport so to do, or if any application be made under any Insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors.

- (ix) If the contractor being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or the credit or to appoint a receiver or a manager or which entitle the court to make a winding up order.
- (x) If the contractor shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days.
- (xi) If the contractor assigns, transfers, sublets (engagement of labour on a piece-work basis or of labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or otherwise parts with or attempts to assign, transfer, sublet or otherwise parts with the entire works or any portion thereof without the prior written approval of the Engineer-in-Charge.

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

- (a) To determine the contract as aforesaid (of which termination notice in writing to the contractor under the hand of the Engineer-in-Charges shall be conclusive evidence). Upon such determination, the Earnest Money Deposit, Security Deposit already recovered and Performance Guarantee under the contract shall be liable to be forfeited and shall be absolutely at the disposal of

the CLE.

- (b) After giving notice to the contractor to measure up the work of the contractor and to take such whole, or the balance or part thereof, as shall be un-executed out of his hand and to give it to another contractor to complete the work. The contractor, whose contract is determined as above, shall not be allowed to participate in the tendering process for the balance work.

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

CLAUSE 4

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

In any case in which any of the powers conferred upon the Engineer-in-Charge by Clause-3 thereof, shall have become exercisable and the same are not exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions 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 powers vested in him under the preceding clause he may, if he so desires after giving a notice in writing to the contractor, take possession of (or at the sole discretion of the Engineer-in-Charge which shall be final and binding on the contractor) use as on hire 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 / or any part thereof, paying or allowing for the same in account at the contract rates, or, in the case of these not being applicable, at current market rates to be certified by the Engineer-in-Charge, whose certificate thereof shall be final, and binding on the contractor, clerk of the works, foreman or other authorized agent to remove such tools, plant, materials, or stores from the premises (with in a time to be specified in such notice) in the event of the contract or failing to comply with any such requisition, the Engineer-in-Charge may remove them at the contractor's expense or sell them by auction or private sale on account of the contractor and his risk in all respects and certificate of the Engineer-In-Charge as to the expenses of any such removal and the amount of the proceeds and expenses of any such sales shall be final and conclusive against the contractor.

CLAUSE 5

Time and Extension for Delay

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

- 5.1 As soon as possible after the Contract is concluded, the Contractor shall submit a Time and Progress Chart for each milestone and get it approved by the Department. The Chart shall be prepared in direct relation to the time stated in the Contract documents for completion of items of the works. It shall indicate the forecast of the dates of commencement and completion of various trades of sections of the work and

may be amended as necessary by agreement between the Engineer-in-Charge and the Contractor within the limitations of time imposed in the Contract documents, and further to ensure good progress during the execution of the work, the contractor shall in all cases in which the time allowed for any work, exceeds one month(save for special jobs for which a separate programme has been agreed upon) complete the work as per Milestones given in Schedule F'.

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

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

Then upon the happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the authority as indicated in Schedule 'F' but shall never the less use constantly his best end favour to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer-in-Charge to proceed with the works.

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

which extension is desired.

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

CLAUSE 6

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

CLAUSE 6A

Payment of Contractor's Bills Payments due to the contractor will be made to him in the form of Cheque/ online transfer

CLAUSE 7

Materials supply This is turnkey lump sum basis and no materials or any other requirement will be provided by CLE. It is the sole responsibility of the contractor.

CLAUSE 7A**Materials to be provided by the Contractor**

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

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

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

The contractor shall, at his risk and cost, make all arrangements and shall provide all facilities as the Engineer-in-Charge may require for collecting and preparing the required number of samples for such tests at such time and to such place or places as may be directed by the Engineer-in-Charge and bear all charges and cost of testing. The Engineer-in-Charge or his authorized representative shall at all times

have access to the works and to all workshops and places where work is being prepared or from where materials, manufactured articles or machinery are being obtained for the works and the contractor shall afford every facility and every assistance in obtaining the right to such access.

The Engineer-in-Charge shall have full powers to require the removal from the premises of all materials which in his opinion are not in accordance with the specifications and in case of default, the Engineer-in-Charge shall be at liberty to employ at the expense of the contractor, other persons to remove the same without being answerable or accountable for any loss or damage that may happen or arise to such materials. The Engineer-in-Charge shall also have full powers to require other proper materials to be substituted thereof and in case of default, the Engineer-in-Charge may cause the same to be supplied and all costs which may attend such removal and substitution shall be borne by the Contractor. The contractor shall at his own expense, provide a material testing lab at the site for conducting routine field tests. The lab shall be equipped at least with the testing equipment as specified in schedule F.

Payment on Account Increase Prices Wages due to Statutory Order(s) on of in / to
 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 7B

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

CLAUSE 8

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 'F' or in any Bureau of Indian Standard or any other, published standard or code or, Schedule of Rates or any other printed publication referred to elsewhere in the contract.

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

CLAUSE 9

Contractor to Supply Tools & Plants etc.

The contractor shall provide at his own cost all materials (except such special materials, if any, as may in accordance with the contract be supplied from the Engineer-in-Charge's stores), machinery, tools & plants as specified in schedule F. In addition to this, appliances, implements, other plants, ladders, cordage, tackle, scaffolding and temporary works required for the proper execution of the work, whether original, altered or substituted and whether included in the specifications or other documents forming part of the contract or

referred to in these conditions or not, or which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-Charge as to any matter as to which under these conditions he is entitled to be satisfied, or which he is entitled to require together with carriage therefore to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials, necessary for the purpose of setting out works, and counting, weighing and assisting the measurement for examination at any time and from time to time of the work or materials. Failing his so doing, the same may be provided by the Engineer-in-Charge at the expense of the contractor and the expenses may be deducted, from any money due to the contractor, under this contract or otherwise and/or from his security deposit or the proceeds of sale thereof, or of a sufficient portions thereof.

CLAUSE 9 A

**Recovery of
Compensation
paid to
Workmen**

In every case in which by virtue of the provisions sub-section (1) of Section 12, of the Workmen's Compensation Act, 1923, CLE is obliged to pay compensation to a workman employed by the contractor, in execution of the works, CLE will recover from the contractor, the amount of the compensation so paid; and, without prejudice to the rights of the CLE under sub-section (2) of Section 12, of the said Act, CLE shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by CLE to the contractor whether under this contract or otherwise. CLE shall not be bound to contest any claim made against it under sub-section (1) of Section 12, of the said Act, except on the written request of the contractor and upon his giving to CLE full security for all costs for which CLE might become liable in consequence of contesting such claim.

CLAUSE 9 B

**Ensuring
Payment and
Amenities to
Workers if
Contractor
fails**

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

CLAUSE 10

**Labour Laws
to be
complied by
the
Contractor**

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

The contractor shall also comply with the provisions of the building and other Construction Workers (Regulation of Employment &

Conditions of Service) Act, 1996 and the building and other Construction Workers Welfare Cess Act, 1996.

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

CLAUSE 10A

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

CLAUSE 10 B

Payment of wages:

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

books or wage slips, publication of scale of wages and other terms of employment, inspection and submission of periodical returns and all other matters of the like nature or as per the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, and the Contract Labour(Regulation and Abolition) Central Rules, 1971, wherever applicable.

(IV). (a) The Engineer-in-Charge concerned shall have the right to deduct from the moneys due to the contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfilment of the conditions of the contract for the benefit of the workers, non-payment of wages or of deductions made from his or their wages which are not justified by their terms of the contract or non-observance of the Regulations.

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

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

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

CLAUSE 10C

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

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

CLAUSE 10 D

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

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

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

CLAUSE 10E

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

CLAUSE 10 F

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

Leave :

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

1. Pay :

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

2. Conditions for the grant of Maternity Leave:

No maternity leave benefit shall be admissible to a woman unless she has been employed for a total period of not less than six months immediately preceding the date on which she proceeds on leave.

- 3. 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 10 G

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

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

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

writing to the contractor(s) requiring that the said huts and sanitary arrangements be remodelled and/or reconstructed according to approved standards, and if the contractor(s) shall fail to remodel or reconstruct such huts and sanitary arrangements according to approved standards within the period specified in the notice, the Engineer-in-Charge shall have the power to remodel or reconstruct such huts and sanitary arrangements according to approved standards at the cost of the contractor(s).

CLAUSE 10 H

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

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

(b)The contractor(s) shall in addition construct suitable cooking places having a minimum area of 1.80m x 1.50m (6'x5') adjacent to the hut for each family.

(c)The contractor(s) shall also construct temporary latrines and urinals for the use of the labourers each on the scale of not less than four per each one hundred of the total strength, separate latrines and urinals being provided for women.

The contractor(s) shall construct sufficient number of bathing and washing places, one unit for every 25 persons residing in the camp. These bathing and washing places shall be suitably screened.

- ii. (a) All the huts shall have walls of sun-dried or burnt-bricks laid in mud mortar or other suitable local materials as may be approved by the Engineer-in-Charge. In case of sun-dried

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

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

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

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

- iii. Water Supply - The contractor(s) shall provide adequate supply of water for the use of labourers. The provisions shall not be less than two gallons of pure and wholesome water per head per day for drinking purposes and three gallons of clean water per head per day for bathing and washing purposes. Where piped water supply is available, supply shall be at stand posts and where the supply is from wells or river, tanks which may be of metal or masonry, shall be provided. The contractor(s) shall also at his/ their own cost make arrangements for laying pipe lines for water supply to his/ their labour camp from the existing mains wherever available, and shall pay all fees and charges therefore.
- iv. The site selected for the camp shall be high ground, removed from jungle
- v. Disposal of Excreta - The contractor(s) shall make necessary arrangements for the disposal of excreta from the latrines by trenching or incineration which shall be according to the

requirements laid down by the Local Health Authorities. If trenching or incineration is not allowed, the contractor(s) shall make arrangements for the removal of the excreta through the Municipal Committee/authority and inform it about the number of labourers employed so that arrangements may be made by such committee/authority for the removal of the excreta. All charges on this account shall be borne by the contractor and paid direct by him to the Municipality/authority. The contractor shall provide one sweeper for every eight seats in case of dry system.

- vi. Drainage - The contractor(s) shall provide efficient arrangements for draining away sullage water so as to keep the camp neat and tidy.
- vii. The contractor(s) shall make necessary arrangements for keeping the camp area sufficiently lighted to avoid accidents to the workers.
- viii. Sanitation - The contractor(s) shall make arrangements for conservancy and sanitation in the labour camps according to the rules of the Local Public Health and Medical Authorities.

CLAUSE 10 I

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

CLAUSE 10 J

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

CLAUSE 10 K**Employment
of
skilled/semi-
skilled
workers**

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

contractor at the rate of Rs. 100 per such tradesman per day. Decision of Engineer in Charge as to whether particular tradesman possesses requisite skill and amount of compensation in case of default shall be final and binding.

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

CLAUSE 11

Minimum Wages Act to be complied with

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

CLAUSE 12

Work not to be sublet. Action in case of insolvency

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

CLAUSE 13

All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the use of CLE without reference to the actual loss or

damage sustained and whether or not any damage shall have been sustained

**Changes in
firm's
Constitution
to be
intimated**

CLAUSE 14

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

CLAUSE 15

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.

**Settlement of
Disputes &
Arbitration**

CLAUSE 16

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

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

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

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

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

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

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

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

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

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

It is also a term of this contract that the arbitrator shall adjudicate on only such disputes as are referred to him by the appointing authority and give separate award against each dispute and claim referred to him

and in all cases where the total amount of the claims by any party exceeds Rs. 1,00,000/-, the arbitrator shall give reasons for the award.

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

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

CLAUSE 17

Contractor to indemnify CLE against Patent Rights

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

CLAUSE 18

Action where no

In the case of any class of work for which there is no such specifications as referred to in Clause 11, such work shall be carried

Specifications are specified 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 19

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

It is an agreed term of the contract that the sum of money or moneys so withheld or retained under the lien referred to above by the Engineer-in-Charge or CLE will be kept withheld or retained as such by the Engineer-in-Charge or CLE till the claim arising out of or under the contract is determined by the arbitrator(if the contract is governed by the arbitration clause) by the competent court, as the case

may be and that the contractor will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention under the lien referred to above and duly notified as such to the contractor. For the purpose of this clause, where the contractor is a partnership firm or a limited company, the Engineer-in-Charge or the CLE shall be entitled to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner/limited company as the case may be, whether in his individual capacity or otherwise.

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

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

CLAUSE 20**Lien in respect of claims in other Contracts**

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

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

CLAUSE 21**Hire of Plant & Machinery**

The Plants and Machinery required for the Project should be arranged by the contractor completely.

CLAUSE 22**Levy/Taxes payable by Contractor**

Sales Tax/VAT (except Service Tax), Building and other Construction Workers Welfare Cess or any other tax or Cess in respect of this contract shall be payable by the contractor and CLE shall not entertain any claim whatsoever in this respect. However, in respect of service tax, same shall be paid by the contractor to the concerned department on demand and it will be reimbursed to him by the Engineer-in-Charge after satisfying that it has been actually and genuinely paid by the contractor.

CLAUSE 23

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

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.

The contractor shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary and shall allow inspection of the same by a duly authorized representative of the CLE and/or the Engineer-in-Charge and shall also furnish such other information/document as the Engineer-in-Charge may require from time to time.

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 24

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

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

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

CLAUSE 25

Compensation during warlike situations

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

Provided always that no compensation shall be payable for any loss in consequence of hostilities or warlike operations (a) unless the

contractor had taken all such precautions against air raid as are deemed necessary by the A.R.P. Officers or the Engineer-in-Charge (b) for any material etc. not on the site of the work or for any tools, plant, machinery, scaffolding, temporary building and other things not intended for the work.

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

CLAUSE 26

Apprentices Act provisions to be complied with The contractor shall comply with the provisions of the Apprentices Act, 1961 and the rules and orders issued thereunder from time to time. If he fails to do so, his failure will be a breach of the contract and the CLE 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 27

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

PART-I, VOLUME -1
SECTION 1.D
SAFETY CODE

SAFETY CODE

1. Necessary work permit shall be obtained from the beneficiary for Excavation works, and other works to be carried at site.
2. Suitable scaffolds shall 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).
3. 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.
4. 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.
5. 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)
6. 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.

7. Demolition - Before any demolition work in commenced and also during the progress of the work,
 - a. All roads and open areas adjacent to the work site shall either be closed or suitably protected.
 - b. 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.
 - c. 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:-
 - a. 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 welding works shall be provided with welder's protective eye - shields.
 - iii. Stone breaker shall be provided with protective goggles and
 - b. 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.

- c. 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.
- d. 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.
- e. 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.
- f. Gas masks with Oxygen Cylinder should be kept at site for use in emergency.
- g. 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.
- h. 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.
- i. 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.
- j. 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.
- k. 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.

9. 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.
 - a. Use of hoisting machines and tackle including their attachments, anchorage and supports shall conform to the following standards or conditions
 - i. These shall be of good mechanical construction, sound materials and adequate.
 - ii. 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.
10. 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.
11. 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.
12. 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.
13. 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.

14. 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.
15. 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.