



**National centre for biological sciences
Tata institute of fundamental Research
GKVK CAMPUS, BELLARY ROAD, BANGALORE - 560065.**

NCBS- Servicing of water softening plant in 4.0 lakh liter capacity GLR at NCBS..

TENDER NOTICE NO: NCBS/Maint(Civil)/328/NIT-169/2023 Dt. 01/06/2023

TENDER DOCUMENTS

SCIENTIFIC ENGINEERING AND MAINTENANCE-2023

**National centre for biological sciences
Tata institute of fundamental Research
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Name of the work: - Servicing of water softening plant in 4.0 lakh liter capacity GLR at NCBS...

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	<p>NATIONAL CENTRE FOR BIOLOGICAL SCIENCE</p> <p>(TATA INSTITUTE OF FUNDAMENTAL RESEARCH)</p> <p>GKVK Campus, Bellary Road, Bangalore-560065</p> <p>Phone: 2366359/ 23666354 – Fax: 23636662</p>
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NOTICE INVITING e-TENDER

TENDER NOTICE NO: NCBS/Maint(Civil)/328/NIT-169/2023 Dt. 01/06/2023

I. NIT Details:

1. On line item rate tender in two parts i.e. Part A –Techno-commercial Bid and Part B – Financial Bid are hereby invited through **e-Tendering mode by** Head-SE&M NCBS on behalf of The Centre Director NCBS, Bangalore-560065 for the following work from eligible contractors on approved list of CPWD, MES, Railways, State PWDs, Public Sector Undertakings of Central or State Governments / Central Autonomous bodies or those having adequate experience and capabilities to execute similar works of such magnitude in NCBS

i)	Name of Work	:	Servicing of water softening plant in 4.0 lakh liter capacity GLR at NCBS.
ii)	Estimated Cost	:	Rs.3,27,472.00
iii)	Earnest Money	:	Rs.6,550.00
<p>Note: Earnest Money in original to be submitted preferably in the form of Fixed Deposit Receipt or in the form of Demand Draft / Bankers Cheque /Pay Order of a Scheduled Bank, issued in favour of The centre Director NCBS Bangalore.</p>			
iv)	Cost of Tender Document	:	NIL
v)	Tender Processing Fee	:	NIL
vi)	Period of completion	:	1 (one) calendar months including monsoon period.
vii)	Dates of availability of Tender Documents for Download	:	<p>From 05.06.2023 (10:00 Hrs.) to 14.06.2023 (15:00 Hrs.)</p> <p>To Download – please visit CPPP website on : https://eprocure.gov.in/eprocure/ap. Detailed NIT is also available on website www.ncbs.res.in for view only.</p>

viii)	Date of Pre-bid clarification	:	NIL
ix)	Start date and time of onlinesubmission of tenders	:	07.06.2023 (11:00 Hrs.)
x)	Last date and time of closing of online submission oftenders	:	16.06.2023 (15:00 Hrs.)
xi)	Last date for submission ofEMD	:	On or before 16.06.2023 (15:00 Hrs.) at NCBS, GVKK campus, Bellary Road, Bangalore-560065. In a sealed super scribed envelope mentioning name of work and NIT Number. Original documents should be submitted preferably in person. However documents sent by post or courier will also be considered provided the same is received within due date & time.
xii)	Date and time of online opening of Part A i.e. Technical Bid	:	19.06.2023 (15:30 Hrs.)
xiii)	Date of opening of Part - B i.e. Financial Bids of qualified bidders	:	Will be notified at a later date.

II. Initial Eligibility Criteria:

2. i) The bidder shall be compliant to the Public Procurement (Preference to Make in India), Order 2017 (as amended from time to time) issued by Department for Promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce and Industry. Also bidder must submit undertaking along with bid for local content of.... % offered in subject tender.
- ii) Only 'Class-I local supplier' as defined in Public Procurement (Preference to Make in India), Order 2017, are eligible to participate for subject tender.
- iii) The bidder should have the following:
 - (a) Bidder should have the Copies of valid registration details under civil/PH works category with Government organizations / Semi-Government organizations of State or Central Government or Public sector undertakings or Autonomous bodies of State or Central Government. The bidder should have work experience with state/central Govt departments and must have work done certificate for a value equal to ECPT.
 - (b) Banker's Certificate from a Commercial Bank or Net Worth Certificate: Banker's Certificate of the amount equal to Rs.1.30 lakhs, or Net worth certificate of minimum Rs.3.27 lakhs issued by certified Chartered Accountant with UDIN should not be older than one year from the date of opening of tender.
 - (c) Average Annual Financial Turnover on works should be at least **Rs.3.27 Lakhs**, during the immediate last 3 consecutive financial years ending **31st March 2023**. This should be duly audited by a registered Chartered Accountant.

- (d) Should not have incurred any loss in more than two years during last five years ending **31st March 2023**.
- (e) Carried out similar works during last 7 years.
Similar nature of work means: Experience in The satisfactorily completed civil works (Servicing, modification, refurbished works of soft water treatment plant) for Premier Research Institutes/ Universities/ Public Sector Undertakings (PSUs) institutes/sate or central Govt works.
- (f) Performance Certificates.
Construction Plant & Machinery, equipment's, accessories & other infrastructure facilities for maintenance and complete the work in time.
- (g) Required Technical Staff.
- (h) Permanent Account Number (PAN) & GST Certificate.

The bidder should have satisfactorily completed (based on certification of performance by client of the works) **3 (Three)** similar works each of value not less than ₹ **1.30 Lakhs** or **2 (Two)** similar works each of value not less than ₹ **1.96 Lakhs** or **1 (One)** similar work of value at least ₹ **2.61 Lakhs** during the last 7 (Seven) years ending on the last day of the month previous to the one in which the tenders are invited/**the works completed up to previous day of the last date of submission of tenders shall also be considered and if the eligible similar works are not carried out in Central Government / State Government / Public Sector Undertaking of Central or State Governments / Central Autonomous bodies, then TDS certificates should be produced by bidder for the same.**

- 3. The value of executed works shall be brought to the current costing level by enhancing the actual value of work at simple rate of 7 % per annum, calculated from the date of completion **to last date of submission of tenders.**
- 4. The bidding capacity of the contractor applicable should be equal to or more than the estimated cost of the work put to tender. The bidding capacity shall be worked out by the following formula:

$$\text{Bidding Capacity} = [A \times N \times 2] - B$$

Where,

A = Maximum Value of works executed in any one year during the last five years taking into account the completed as well as works in progress.

N= Number of years prescribed for completion of work for which bids have been invited.

B= Value of existing commitments and ongoing works to be completed during the period of completion of work for which bids have been invited.

- 5. **Bidder should be a registered firm in India. Joint Ventures and or Consortiums are not acceptable.**

III. Information:

- 6. Tender document is prepared in two parts viz. Part 'A' (Techno-commercial Bid) and Part 'B' (Financial Bid).
Part 'A' consists of Techno-commercial Bid Viz. Section I – Notice Inviting e-Tender, Section II – commercial and additional conditions, scope of the contract Section III –Scope of the work Section IV – General terms and conditions of the contract, Section V – Schedule of deviations, Statutory obligations, Section VI undertaking by the tenderer and Proforma of Schedules 'A' to 'F'.
Part 'B' (Financial bid) consists of Schedule 'B' - Bill of Quantities. All the above documents will form part of Agreement after award of work to the successful bidder.

OBTAINING OF STANDARD DOCUMENTS: Prospective Bidders or general public can see and download free of cost **PDF format** of the above documents from website www.ncbs.res.in/Tenders and [NITs/Other Information](http://www.ncbs.res.in/Other Information)

IV. Guidelines for e-Tendering in CPPP website:

To participate in the Tendering process on the CPP Portal, Prospective Bidders require a valid Class III Digital Signature Certificates. All the documents related to the eligibility criteria of tender should be submitted electronically through CPPP portal only. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

7. Registration

- (i) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL:<https://eprocure.gov.in/eprocure/app>) by clicking on the link **“Online Bidder Enrollment”** on the CPP Portal which is free of charge.
- (ii) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- (iii) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- (iv) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- (v) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- (vi) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC /e-Token.

8. Searching for Tender Documents

- (i) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- (ii) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS/e-mail in case, there is any corrigendum issued to the tender document.
- (iii) The bidder should make a note of the unique Tender ID assigned to each tender, in case, they want to obtain any clarification / help from the Helpdesk.

9. Preparation of Bids

- (i) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- (ii) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid. **The tender is liable to be rejected and will not be processed further if any price bid information disclosed along with EMD or Techno-commercial Bid (Part-A).**
- (iii) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/ JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- (iv) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "MySpace" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

Note: *My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.*

10. Submission of Bids

- (i) Bids shall be submitted online only at CPPP website : <https://eprocure.gov.in/eprocure/app>
- (ii) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- (iii) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- (iv) Bidder has to select the payment option as "offline" to pay the EMD as applicable and enter details of the instrument.
- (v) Bidder should prepare the EMD as per the instructions specified in the tender document as applicable. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- (vi) Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of

Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organization or the concerned Ministry or Department are exempted from payment of EMD for supply of goods and services only. **The documents (if any) shall be uploaded in e tender portal** Otherwise the uploaded bid will be rejected.

- (vii) **The agency shall download the pre bid clarification if any for the work and upload the same (scanned copy) duly signed and sealed. The revised documents (if any) shall be uploaded in e tender portal**
- (viii) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. **If the price bid has been given as a standard BOQ format with the tender document**, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the SKYBLUE coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
- (ix) Tenderers are advised to upload their documents well in advance, to avoid last minutes' rush on the server or complications in uploading. NCBS, in any case, shall not be held responsible for any type of difficulties during uploading the documents including server and technical problems whatsoever.
- (x) Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- (xi) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- (xii) Submission of the tender documents after the due date and time (including extended period) shall not be permitted.
- (xiii) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. **Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.**
- (xiv) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- (xv) The bid summary has to be printed and kept as an acknowledgement of the submission of the

bid.

(xvi) Intending Bidders are advised to visit this website regularly till closing date of submission to keep themselves updated as any change/ modification in the tender will be intimated through this website only by corrigendum / addendum/ amendment.

11. Assistance to Bidders

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

Conditions:

12. After opening of Part 'A' of tender, Head SE&M, NCBS shall constitute a Technical Evaluation Committee which will first verify the online credentials submitted by the bidder with respect to their eligibility for the work and if required, will visit selected worksites of on-going/completed works of the bidders to evaluate the capability of the bidders based on the Annexure-2.
13. No modifications in the tender shall be allowed after opening Part 'A'.
14. Tenders with any condition including conditional rebate shall be rejected. However, tenders with unconditional rebate will be accepted.
15. If any information furnished by the applicant is found to be incorrect at a later stage, they shall be **liable to be debarred from tendering / taking up works in NCBS**. Also if such a violation comes to the notice of Department before start of work, the Engineer-in-charge shall be free to forfeit the entire amount of **EMD & Performance Guarantee**.
16. The time allowed for carrying out the work will be reckoned from the 15th day after date of written order to commence the work or from the first day of handing over of the site, whichever is later, in accordance with the phasing, if any, indicated in the tender documents.
17. Tender will be kept valid for **75 (Seventy-Five) days** from the Last date of closing of online submission of tenders.
18. **In case the last date of receipt of original document towards EMD and opening of tender are declared as holiday, the respective date shall be treated as postponed to the next working day, correspondingly.**
19. **Original Demand Draft/Bankers Cheque/Pay Order / Fixed Deposit Receipt / Bank Guarantee, if any of a Scheduled Bank towards Earnest Money Deposit as applicable shall be submitted at aforementioned place, date and time otherwise Tenders are liable to be rejected and will not be processed further.**
20. **Cheques for Earnest Money Deposit will not be accepted.**
21. The contractor whose tender is accepted will be required to furnish by way of security deposit for the due fulfillment of his contract, such sum as will amount to 2.5% of the tendered value of work. In addition, the contractor shall be required to deposit an amount equal to 3% of the tendered value of

the contract as Performance Security. Time allowed for submission of Performance Guarantee shall be 15 days from the date of issue of letter of acceptance. Performance Security of 3% to be submitted in the form of Bank guarantees. It can also be accepted in the form of fixed deposit receipts of Scheduled Bank or in the form of Government Securities.

22. The Security Deposit will be collected by deductions @ 2.5 % of the gross amount of the running bill of the contractors till the total security deposit recovered will amount to 2.5% of the tendered value of work. The Security deposit will also be accepted in the form of Governments Securities, Fixed deposit Receipts of Scheduled Bank and Nationalized Bank. These shall be endorsed in favour of The Centre Director NCBS. **Earnest Money Deposit of successful bidder shall be returned back / refunded on receipt of Performance Security Deposit, however in case Performance Security Deposit is in the form of Bank Guarantee, Earnest Money Deposit will be released subsequent to confirmation of verification of Bank Guarantee from the issuing Bank.**
23. **If the successful tenderer, fails to furnish the prescribed performance guarantee on or before stipulated dates of commencement the department (NCBS) shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely.**
24. The acceptance of tender shall rest with department which does not bind itself to accept the lowest tender and reserves to itself the authority to reject any or all of the tenders received, without assigning any reason. All tenders in which any of the prescribed conditions are not fulfilled or incomplete in any respect are liable to be rejected.
25. Canvassing in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable for rejection.
26. On acceptance of the tender, the name of the accredited representative(s) of the contractor who would be responsible for taking instructions from the Engineer-In-charge shall be communicated to the Engineer-In-charge.
27. The department reserves the right to accept the whole or only part of the tender and the tenderer shall be bound to perform the same at the rates quoted.
28. **LEVY/TAXES Payable by Contractor:**
 - i) **Goods & Services Tax (GST)** or any other tax applicable in respect of **inputs procured by the Contractor** for this contract shall be payable by the Contractor and Government will not entertain any claim whatsoever in respect of the same. However, **component of GST at time of supply of service (as provided in CGST Act 2017) provided by the contract shall be varied if different from that applicable on the last date of receipt of tender including extension if any.**
 - ii) **All tendered rates shall be inclusive of all taxes, GST, levy or cess applicable on last stipulated date of receipt of tender including extension if any.**
 - iii) Labour welfare cess @1% of gross value of work done shall be recovered from each bill paid to the contractor.
 - iv) Income tax and cess as applicable shall be deducted from each bill paid to the contractor.
 - v) **Contractor should be registered under EPF & ESIC and shall pay EPF & ESIC of contract workers to concerned Department and it will not be reimbursed to him by the Department. The bidder should**

consider Min wages, Increase in wages, EPF & ESIC, bonus, etc. in his rates.

Contractors shall comply provisions of the EPF Act, 1952 in respect of all the eligible employees / workers/ labours and submit the documentary proof regularly with every RA Bill.

vi) Any other taxes /cess as per Government directives shall be deducted from each bill paid to the contractor, from time to time.

29. Bidder has to submit Undertaking on their letter head pursuant to the Section 206AB (as applicable) of the Income Tax Act, 1961 in prescribed format as enclosed at Annexure-3.
30. If any tenderer withdraws his tender within the validity period and before award of work whichever is earlier or make any modifications in the terms and conditions of the tender which are not acceptable to the department, then the Government shall without prejudice to any right or remedy, bear liberty to forfeit 50 % (Fifty Percent) of the Earnest Money absolutely.

Further, the tenderer shall not be allowed to participate in the re-tendering process of the work.

31. After award of work to the successful bidder, the successful bidder shall submit time schedule & cash flow statement for approval of Competent Authority which will form part of Agreement.

Instructions:

32. The contractor should be registered with <https://eprocure.gov.in/eprocure/app>. Those contractors not registered on the website mentioned above, are required to get registered.
33. The intending bidder must have valid class-III digital signature for Request for purchase / Download of Tender Document (excel / word formats). **The bid can only be submitted/uploaded after providing details of Fixed Deposit Receipts and or Bank Guarantee of any Scheduled Bank towards Earnest Money Deposit and other documents as specified.**
34. Tenders will be received online up to time & date as mentioned in the NIT details above. Part A will be opened on the time & date as mentioned in the NIT details above. **The receipt of EMD will be checked first.** If found in order, Part 'A' will be opened. After opening of Part 'A', for evaluation, the contractor's Techno-commercial Bid related documents shall be evaluated and accordingly tenderers will be qualified/disqualified by the Competent Authority. The Part 'B' (Financial Bid) of the qualified tenderers shall then be opened at notified date and time. Date of opening of Part 'B' (Financial Bid) will be intimated to all bidders through the CPP Portal website.
35. **The EMDs of the unsuccessful bidders will be returned without any interest only after publishing financial evaluation status of bidders on CPP portal.**
36. The Financial Proposal/Commercial bid / BOQ format is provided as BOQ-.xls along with this tender document at <https://eprocure.gov.in/eprocure/app>. Bidders are advised to download this BOQ-.xls as it is and quote their offer/rates in the permitted column and upload the same in the commercial bid. **All tendered rates shall be inclusive of all taxes and levies payable under respective statutes. Bidder shall not tamper/modify downloaded price bid template in any manner.** In case if the same is found to be tampered/modified in any manner, tender will be completely rejected and **appropriate action will be taken by department.**
37. On opening date, the contractor can login and see the status of Bids after opening.

38. Contractor must ensure to quote rate of each item. The column meant for quoting rate in figures appears in SKY BLUE colour. While selecting any of the cells a warning appears **to mandatorily fill all such cells with any value, including "0" (ZERO).**

Note: **Prospective agencies shall satisfy themselves of fulfilling all the NIT criteria before submission of tender. Department reserves the right of non-consideration of tender of the agencies not fulfilling the stipulated criteria.**

39. List of Documents to be scanned from original & uploaded within the period of bid submission by bidder:

- i. Financial Turn Over certified by CA.
- ii. Profit & Loss statement certified by CA.
- iii. Latest Bank Solvency Certificate.
- iv. List of Similar Works completed in last seven years indicating i) Agency for whom executed, ii) Value of work, iii) Stipulated and Actual time of completion, iv) Performance certificates of the eligible similar works from the clients.
- v. Certificates:
 - a.Registration certificate, if any
 - b.Certificate of Registration for GST.
 - c. PAN (Permanent Account Number) Registration
 - d. Certificates of Registration for EPF & ESIC
- vi. FDR/DD/PO/BC of any Scheduled Bank against **EMD**.
- vii.** Bank Guarantee of any Scheduled Bank against part of EMD, **if any**.
- viii. Tender Acceptance letter **on bidder's letter head** as shown in Annexure **1**.

Note: During technical evaluation missing documents, if any, can be asked by inspection committee for submission.

40. The Bidder is required to fill the following:

- a) **Techno-commercial Bid**
- b) **Schedule - 'B' (Financial Bid)**

Notes:

1. Interested agencies may visit website <https://eprocure.gov.in/eprocure/app> for registration and BidSubmission.
2. Contact for assistance/ clarifications related to tender documents :
(080)- 6717 6352,23666353, 6354.
 3. Contact for assistance for registration and participation in e-Tendering:
 - a) 24x7 CPP Portal Helpdesk - (0120) 4001 002, (0120) 4001 005, (0120) 6277 787
 - b) email at support-eproc@nic.in
4. Email Ids for sending request for Site visit / clarifications
To : natarajang@ncbs.res.in,
CC: basavaraja@ncbs.re.sin

-Sd-

**Head-SE&M
NCBS**

For and on behalf of The centre
Director

**TENDER ACCEPTANCE LETTER
(To be given on Company Letter Head)**

Date:

To,

The Head-SE&M
NCBS, GKVK campus,
Bellary Road, Bangalore-560065.

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No:

Name of Tender / Work: -

Dear Sir,

1. I / We have downloaded / obtained the tender document(s) for the above mentioned Tender / Work from the web site(s) namely: <https://eprocure.gov.in/eprocure/app> and www.ncbs.res.in as per your advertisement, given in the above mentioned website(s).
1. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents (including CED Tender documents, annexure(s), schedule(s), corrigendum(s), Technical Specifications for Civil and Public Health works, Construction Safety Manual for Works Contract etc., available at NCBS website <https://www.ncbs.res.in/tenders> and https://cpwd.gov.in/Documents/cpwd_publication.aspx under Other Information section etc.), which will form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
2. The corrigendum(s) issued from time to time by your department/ organization too have also been taken into consideration, while submitting this acceptance letter.
3. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality /entirety.
4. I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.
5. I / We certify that all information furnished by our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including actions **as** taken by Department.

Yours Faithfully,

(Signature of the Bidder, with Seal)

METHOD OF PERFORMANCE EVALUATION OF THE BIDDERS

Name of work : “ Servicing of water softening plant in 4.0 lakh liter capacity GLR at NCBS.”

TENDER NOTICE NO: NCBS/Maint(Civil)/328/NIT-169/2023 Dt. 01/06/2023

Estimated amount put to tender: Rs. 3.27 Lakhs

	Attributes		Evaluation			
(i)	Financial Strength	(20 Marks)	(i) 60% marks for minimum eligibility criteria			
	(a) Average annual turnover (last 3 years)	16 Marks	(ii) 100% marks for twice the minimum eligibility criteria or more			
	(b) Bankers Certificate/Net-worth certificate	4 Marks	In between (i) & II) - on pro -rata basis			
(ii)	Experience in similar class of works	(20 Marks)	(i) 60% marks for minimum eligibility criteria			
			(ii) 100% marks for twice the minimum eligibility criteria or more			
			In between (i) & II) - on pro -rata basis			
(iii)	Performance on works					
	Time over run	(20 marks)				
	Parameter	calculation for points				
		If TOR =	1.00	2.00	3.00	>3.50
	(i) Without levy of compensation		20	15	10	10
	(ii) With levy of compensation		20	5	0	-5
	(iii) Levy of compensation not decided		20	10	0	0
(iv)	Performance of works (Quality)	(40 Marks)				
	(i) Outstanding				40	
	(II) Very good				30	
	(III) Good/satisfactory				20	
	(iv) Poor				0	

Note: - 1. Minimum of 50% of marks in each attributes and aggregate marks of minimum 60% is required for qualification.

Section II

TENDER NOTICE NO: NCBS/Maint(Civil)/328/NIT-169/2023 Dt. 01/06/2023

TECHNICAL BID

COMMERCIAL AND ADDITIONAL CONDITIONS

1.0 Commercial Conditions

1.1 Type of contract

The work to be awarded by this tender shall be treated as indivisible work contract.

1.2 Submission and Opening of Tenders

1.2.1 The e-tender document is consisting following details:

(a) Technical details, conditions of contract, statutory obligations, undertaking by the tenderer.

1.2.2 e- Tender document consisting of. Technical details and to be participate against application accompanied with the earnest money in prescribed format to only eligible contractors and who are qualified as per NIT conditions..

1.2.3 The e- tender document will have to be submitted by the tenderers complete with the following:-
Complete e- tender documents downloaded from the website including the schedule of work duly signed in token of acceptance of all terms and conditions and should be uploaded/submitted accordingly.

The tenderers will have to fill up their rates only in the SOQ/ e- tender document published by the Department. Tenders in which the price details are given in any other format are liable to be rejected.

1.2.4 The tenderers are advised not to deviate from the technical specifications/items, commercial terms and conditions of NIT like terms of payment, guarantee, arbitration clause, escalation etc,

1.2.5 The e- tender documents shall be opened as per NIT conditions, in the presence of tenderers or their authorized representatives.

1.2.6 Scrutiny/ evaluation/ CST of the bid shall be done by the department. In case it is found that the bid of a tenderer is not in line with the NIT specifications, requirements and / or contains any deviations, the department reserves right to reject the bid of such firm(s) without making any reference to the tenderer (s).

- 1.2.7 Necessary clarifications if any required by the department shall have to be furnished by the tenderer within the time given by the department for the same. The tenderer will have to depute his representative to discuss with the officer(s) of the department as and when so desired. In case, in the opinion of the department a tenderer is taking undue long time in furnishing the desired clarifications, his bid will be rejected without making any reference.
- 1.2.8 After obtaining clarifications from all the tenderers, the department may modify the technical & commercial conditions / specifications if required, and will intimate the same to the tenderers, whose bids are acceptable.. A tenderer will also not be allowed to withdraw or modify any condition at a time after the bids have been accepted and the decision to open the bids has been taken by the department unless revised bid is allowed due to measure changes made during negotiations on technical details.
- 1.2.9 The e-tender will be opened by the Engineer-in-charge in the presence of the interested representative of the tenderers who wish to present.
- 1.2.10 The department reserves the right to reject any or all the price bids and call for fresh prices/ tenders as the case may be without assigning any reason.
- 1.2.11 Bids Validity
- Bids shall be valid for **75 days** from the date of opening of Tender document.
- 1.2.12 Contract period
- The contract with the Institute is for a period of One months (1 months). The Institute reserves the right to terminate the Contract during the pendency of the Contract period if the performance is found unsatisfactory.

NOTE:

If clarifications are sought by the contractor during the bidding period, the same should be in writing. Both the clarifications from the tenderer and the response to the clarifications from **NCBS** should be in writing and all such correspondences should be enclosed along with **e- tender document**.

Centre Director, NCBS does not bind herself / himself to accept the lowest or any other tender, and reserves the authority to reject any or all the tenders or to allot parts of the works to different agencies without assigning any reason thereof.

FORM "B"

BANKERS' CERTIFICATE FROM A SCHEDULED BANK

This is to certify that to the best of our knowledge and information that M/s./ Sh..... having marginally noted address,.....as a Customer of our bank are/ is respectable and can be treated as good for any engagement upto a limit of Rs..... (Rupees.....)

This certificate is issued without any guarantee or responsibility on the bank or any of the officers.

Bank (Signature) For the

1. Bankers Certificates should be on letter head of the Bank, addressed to tendering authority.
2. In case of Partnership firm, certificate should include names of all partners as recorded with the Bank.

FORM "B-1"

FORM FOR CERTIFICATE OF NET WORTH FROM CHARTERED ACCOUNTANT

"It is to certify that as per the audited balance sheet and profit & loss account during the financial year , the Net Worth of M/s (Name & Registered Address of individual/firm/ company), as on (the relevant date) is Rs. after considering all liabilities. It is further certified that the Net Worth of the company has not eroded by more than 30 % in the last three years ending on (the relevant date)." Unique Document Identification Number (UDIN)

Signature of Chartered Accountant

Name of Chartered Accountant

Membership No. of ICAI

Date and Seal

**National Centre for biological sciences
Tata institute of fundamental Research
GKVK CAMPUS, BELLARY ROAD, BANGALORE - 560065.**

Scope of Contract

- 1.1 The Contractor will, for the time being, provide services at National Centre for Biological Sciences, G K V K Campus, Bellary Road, Bangalore – 560 065 and as per the details laid down in the following details
 - a) Scope of work
 - b) General Terms and conditions.
 - c) Schedule of Deviations
 - d) Statutory Obligation.
 - e) Performa of Schedule
- 1.3 Once the Work Order is issued, the Contractor will receive instructions from an Engineer designated for this purpose (Engineer-in-Charge) or his authorized nominee and the Contractor hereby undertakes to abide by his/her any suggestions/instructions, etc. as regards services covered in this contract.
- 1.4 The work is to be carried out as required as per schedule of quantity. All other terms and conditions, work details etc. as mentioned in the tender document should be followed.
- 1.5 The work will be carried out as per the requirements of the Institute.

2. Quality and scope of works Details:

- 2.1 The Contractor shall appoint trained staff having a good bearing and maintain high standards of turn out, maintain adequate staff to ensure there is no hold up of any service for any reason whatsoever. Any deficiency in the number of staff deployed will entail penal reduction from the compensation payable as decided by the Institute. The successful Contractor as soon as the agreement is signed shall submit a list of their workmen / supervisor/ others along with copy of appointment order issued to them. As and when there is a change in the staff posted, a revised list shall be submitted along with copy of appointment order issued to the new appointee/ appointees, simultaneously.
- 2.2 It is normally understood and agreed between both the parties that Institute will not be responsible or be liable for any laws that are in force / that may come into force from time to time in respect of personnel engaged by the Contractor and he will be solely responsible for the terms and conditions of their services, safety, health, statutory requirement, etc.
- 2.3 The Contractor shall depute such officers and supervisors as proposed by him, who shall be available on site to supervise the Contract employees and interact on daily/weekly basis with Engineer-in-Charge regarding delivering the specified services.
- 2.4 It is understood and agreed that the Contractor will be held responsible for any disciplinary matters arising out of their employees and the Contractor will take appropriate disciplinary action against those employees found indulging in any act of indiscipline in Center's premises or in connection with the services referred to herein.

The Contractor will immediately replace any employee found to be unfit in any manner immediately or on receipt of advice from any authorized person in NCBS.

- 2.5 The Contractor shall maintain proper and detailed record for the job carried out by their employees and shall also maintain all records and returns as necessary for carrying out the work smoothly and as provided under the Contract Labour Act, Minimum Wages Act, ESI Act, PF Act, etc, as relevant and applicable from time to time.
- 2.6 The Contractor shall be solely responsible to comply with all legal and statutory requirements that arise out of this agreement and in respect of the employees engaged by the Contractor in fulfillment of the contractual obligations stated herein.
- 2.7 It is clearly understood and agreed upon that neither the Contractor nor Contract employees shall have any claim on employment with Institute at any point of time nor this arrangement is purely between the Contractor and the Institute for specific services for the period specified.
- 2.8 The successful Contractor shall indemnify/deemed to have indemnified the Institute for all claims/losses arising out of this tender. The Contractor is deemed to have indemnified the Institute against any claim by any authority once the work order is awarded. In the event the Institute has to pay any individual, statutory body or any agency for reasons directly or indirectly attributable to this tender, the Contractor only shall pay such claim/damages and even if the Institute is called upon to pay, such damages/penalties and or cost shall be recovered from the contractor's dues /amount payable or shall be paid by the Contractor on demand from NCBS.
- 2.90 The Contractor shall follow all rules as may be existing or may be framed from time to time at NCBS on all aspects covering this tender. Material movement, entry/exit of personnel, identity card, safety, etc. shall be according to procedures existing in NCBS as amended from time to time.

3. Tenure & Termination

- 3.1 The period of contract is for 2 months (2 months). . The Institute reserves the right to terminate the Contract during the pendency of the Contract period if the performance is found unsatisfactory.
- 3.2 Except as provided in Clause 3.6 below, the Contract could be terminated by either side by giving one month's notice in writing. If the notice period is not given or if a shorter notice is given by the Contractor, the entire security deposit would be forfeited. Any other costs and / or damages incurred by the Institute to maintain the services contracted to the Contractor, on account of such short notice will be deducted from the dues payable to the Contractor, or shall be paid by the Contractor on demand if such dues fall short of such costs.
- 3.3 In the case of failure to complete the contract in terms of such contracts within the contract period specified in the tender and incorporated in the contract and if such work is got done by the Institute from any party at a higher rate the Contractor shall be liable to pay the Institute the difference between existing rate and the rate of the new Contract.
- 3.4 **Risk Clause:** Notwithstanding the other terms therein, the Institute at its option will be

entitled to terminate the contract and to avail service from elsewhere at the risk and cost of contractor either the whole of the contract or any part which the contractor has failed to perform in the opinion of the Institute within the time stipulated or if the same performance is not available, the best and the nearest available substitute thereof. The contractor shall be liable for any loss which the Institute may sustain by reason of such risk in addition to penalty.

3.5 **Insolvency and breach of contract:** The Institute may, at any time, by notice in writing summarily terminate the contract without compensation to the Contractor in any of the following events:

- (a) If the Contractor being an individual or a firm if any partner in the contractor's firm shall be adjudged insolvent or shall have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition under any insolvency act for the time being in force or make any conveyance or assignment of his effects or enter into an arrangement or composition with his creditors or suspend payment, or if the firm be dissolved under the Partnership Act, or
- (b) If the contractor being a company shall pass a resolution or the court shall make an order for the liquidation of its affairs or a receiver or manager on behalf of the debenture holders shall be appointed or circumstance shall have arisen which entitle the court or debenture holders to appoint a receiver or manager, or
- (c) If the contractor commits any breach of contract not herein specifically provided always that such determination shall not prejudice any right of action or remedy which shall have then accrued or shall accrue thereafter to the Institute provided also that the contractor shall be liable to pay the Institute for any extra expenditure he is thereby put to but shall not be entitled to any gain on re-tender.
- (d) In the event of inadequate or unsatisfactory performance of duties by the Contractor, the Institute shall have the right to bring to the notice of the Contractor the default (s) on their part and the Contractor shall ensure that the said default (s) is / are not repeated and/or are duly remedied, within a period of three days from the receipt of the said notice. Failing such remedial action, or in the event of the said default (s)'s being inadequately corrected, the Institute shall have the right to immediately terminate the agreement.

3.6 Notwithstanding any other clause herein, if there is any act or omission by the Contractor or the Contract employees which jeopardizes the safety / security of the Institute including, but not limited to :

- a) Theft or pilferage of property of NCBS
- b) Fire, flooding, breakage or damage
- c) Violence or physical attack on the Campus
- d) Any act or incident which may prove detrimental to the interests of NCBS - the contract would be terminated without any notice. Further, the Contractor would be levied

penalties, as appropriate by the deemed authority. The decision of the Institute Director shall be final in such matters.

4. Payment Terms:

- 4.1.1 The contractor shall submit bills after the completion of every calendar month and normally payment will be released within 15 working days from the date of submission of bill if the bill is complete and correct in all respects.
- 4.1.2 The Engineer-in-Charge is authorized to deduct any amounts as determined by the Institute Director from the amounts due to the Contractor for any deficiency in services, provided by the Contractor.
- 4.1.3 Payment of Contractor's bill shall normally be made within 15 days of submission subject to the claim being found proper in all respects and in accordance with the terms and conditions of the contract. All payments will be made after deduction of taxes and duties at source as applicable from time to time.
- 4.1.4 No claims will be entertained in respect of any discrepancy or defect or short claim if such demand is not made within 90 days of payment of the final bill.
- 4.2 Security Deposit will not be refunded till clearance certificate from labour officer is obtained by Contractor. However, if there is genuine difficulty to obtain a clearance certificate, Engineer-in-Charge will make a reference to Labour Officer before releasing Security Deposit. If no reply is received within a reasonable period, say 1 month from the date of such reference then Engineer-In-Charge may make his decision to release based on his discretion.
- 4.3 Since, it is a Item Rate Works Contract, it is important for the Contractor to note that the rate quoted shall be inclusive of all taxes and duties etc.
- 4.4 The Contractor shall pay any claim made by the Institute for any deficiency (both tangible and intangible) in service. Such amount may also be deducted from bills payable to the Contractor. It may be noted that the Institute shall have the right to forfeit the Security Deposit in full or part for any due/damages caused by the Contractor. If the Security Deposit or outstanding bills of the Contractor is found inadequate, then such monetary recoveries shall be effected from any amount payable to the Contractor against this or any other contract until the dues of the Institute are fully settled. If the claim of the Institute could not be met in this manner, the Contractor shall pay up all such claims if a demand is made by NCBS.
- 4.5 Since, it is a works contract, the rate quoted by the contractor for each item is inclusive of all i.e. Materials, Wages, PF, ESI, Bonus and GST nothing shall be reimbursed extra. However, contractors are mandatory to produce on monthly wise as below.

5. Safety, Security and Insurance

- 5.1 The Contractor shall follow all security rules of the Institute and instructions received from time to time regarding personnel identity cards, material movement, etc, of the Contractor.
- 5.2 During the pendency of the agreement, the contractor shall be liable fully to compensate

all concerned for any loss, damage of construction of works, construction, plant & machinery, person, property, etc. including third party risks arising due to causes attributable to the agreement. The decision of the Institute Director will be final & will be binding on both parties.

The contractor shall take Employees Liability Insurance of prescribed value for their employees. It must be adequately covered all employees/workers under Workmen Compensation Act, 1928 as amended from time to time. Before starting the work, the Contractor shall produce the original insurance policy and the license of the workers where applicable to the Institute.

6. Miscellaneous

- 6.1 The work mentioned in the schedule is only indicative. The Institute reserves the right to increase or decrease the quantum of work. The contractor shall execute the work on the same terms and conditions and rates throughout the period of agreement.
- 6.2 The contractor or his supervisor shall meet the designated Officer of the Institute every day to receive the details of issues / complaints to be attended and after attending to these complaints, a report on the same has to be submitted to the concerned Officer.

7. Dispute and Resolution

- 7.1 Any dispute or differences that may arise between the parties shall be referred to the sole arbitration of the Institute Director or his nominees and the Contractor shall have no right to object to the appointment of the Director or his nominee as the sole arbitrator. The decision of the arbitrator shall be final and binding on the parties. The venue for arbitration shall be Bangalore and no other place. The provisions of the Arbitration and Conciliation act, 1996 as / amended from time to time shall apply. The courts in Bangalore shall have exclusive jurisdiction to deal with any or all disputes between the parties.

8. Primacy of Documents

The tender documents, subsequent communication exchanged and the work order as well as all annexure shall be part and parcel of this agreement. If there is any discrepancy between the above documents, the statement in the following documents will apply with primacy for communications issued after the work order, any pre-order correspondence as accepted jointly, followed by work order, tender documents and annexure thereof, i.e. tender documents and annexures have least primary, if any clause or detail there has been superseded by communication after the opening of bids if jointly accepted, work order or subsequent communication to the Contractor.

9. Amendments to Work Order / Agreement:

Any amendment to the Work Order/agreement shall be valid only if both parties have agreed to such amendment(s) in writing duly authenticated by authorized personnel of both parties.

Section- III

SCOPE OF WORK

Servicing of water softening plant in 4.0 lakh liter capacity GLR at NCBS..

General Guidelines for Quoting the Tender

General Conditions of scope of work:

All works to be carried out in accordance with relevant CPWD specifications and Indian Standards and as per standard specifications, all the components, accessories, Sub-Assembly, assemblies etc. Which are attachments or parts needed for the purpose. Any other work which are incidental or part of the above, but not specifically spelt out will also be included in the scope.

1. For carrying out above job the contractor has to make his own arrangements for tools, tackles and measuring equipment, measuring meters, safety and protective devices for carrying out the work.
2. NCBS is a research institute and has critical man power requirement. Please note work should be in such a way that these shall not be any hindrance to user.
3. At an emergency works like during rain etc., man power has to work round the clock.
4. Contractors should deploy civil staff having experience in handling works and have ability to read drawing and capable of trouble shooting and rectification.
5. All the labours and expertise are included in the scope of work. No extra payment will be made for carrying out routine documentary and preventive maintenances if any.
6. All the assured works should be attended immediately, in case frequency / work demands more manpower, Contractor will arrange additional manpower so as not to disturb the research activities. Payment for the additional man power will be made extra based on minimum wages as per recent amendment plus contractor profit.
7. Contractor will ensure consistency of work and work force, correct trouble shooting, good workmanship follow all safety procedures and will make all necessary efforts to maintain healthy environments and reliable services.
8. It is purely contractor's responsibility to get his staff acquainted with the site condition, Execution of work as per specifications, operation and maintenance procedure if any, Equipment detail, Safety devices, Scope of work etc.

Special Conditions:

1. All works to be carried out in accordance with relevant Indian Standards and as per CPWD rules as amended. Any other work which are incidental or part of the above, but not specifically spelt out will also be included in the scope.
2. For carrying out above job the contractor has to make his own arrangements for tools, tackles and measuring equipment, measuring meters, safety and protective devices for carrying out the work.
3. Contractors should deploy Experienced staff having experience in handling such works and have ability to read continuous drawing of 30 pages or more and capable of trouble shooting and rectification.
4. As the work involved is quite specialized and continuous monitoring is required, absenteeism of the contractor's employees will not be tolerated. **The Engineer-In Charge is authorized to make penal deductions in the bills for the non-compliance of the work.** The contractor will ensure proper supervision all the time. In case of deficiency penalty will be imposed.
5. All the materials, labours and expertise are included in the scope of work. No extra payment will be made.
8. It is fully contractor's responsibility to deploy qualified experienced workers as specified in the scope of work. Contractor should be well conversant with Indian Standard, CPWD and acts as applicable and should have Industrial safety practices.
9. Contractor will ensure consistency of work materials and work force, correct trouble shooting, good workmen ship follow all safety procedures and will make all necessary efforts to maintain healthy environments and reliable services.
10. It is purely contractor's responsibility to get his staff acquainted with the site condition, operation and procedure, Equipment detail, Safety devices, Scope of work etc.
11. Contractor will submit their detailed scheme to carry out above work along with the tender. In case of error in typing, report of different figures, only stringent condition will apply.

Penalty Clause:

Non- Compliance of work: In the event of failure of compliance of awarded work in stipulated time penalty will be imposed as per double of actual expenditure incurred in attending to the same by other Agency.

After the award of contract (Work order/LOI) within the stipulated time period the work has to be started. Within one months period from the starting of work, complete manpower has to be deployed failing which penalties will be levied as mentioned above.

Every month all the persons have to complete the working shifts/days as per general shift working schedule prevailing at site as per the NCBS assignment

Any accident due to negligence in following of safety procedures is purely at the responsibility of Contractor. Department is not responsible for any accidents/damages/death. Safety of all the staff of the Contractor is the sole responsibility of the Contractor.

Section-IV

GENERAL TERMS AND CONDITIONS OF CONTRACT

Note:

1. The contract covers as per CPWD norms and GCC with latest amendments. So it is fully responsibility of the contractor to follow all norms.
- 2.. Tenderer shall familiarize himself with the nature of jobs and responsibilities involved in this contract at his own cost before submitting the bid. The contractor should have a good experience in the similar nature of Operation works Research laboratories in the last One year and should produce a certificate along with the quote.
3. The number of works & priority of works to be carried out on day to day basis as decided by Engineer-in-charge/NCBS official and Contractor shall arrange the sufficient manpower for execution of the jobs as said by Engineer-in-charge/ NCBS officials.
4. No advance payment for the above work will be payable to the contractor.
6. The contractor shall comply with the requirement of labour license, EPF, Insurance policy, GST, Income tax clearance certificate etc.

SPECIAL INSTRUCTIONS OF CONTRACT

The Special Instructions of Contract are to be read in conjunction with General

Conditions of Contract. If there are any variations or discrepancies or conflicting provisions the provisions in Special Conditions shall take precedence over the provisions in the General Conditions of Contract.

1. The tenderer is requested to visit the site to acquaint himself with the site conditions, working conditions of field station.

2. LOCATION AND SCOPE OF WORK:

LOCATION: NCBS, GKVK, BANGALORE-560065

SCOPE OF WORK: **Servicing of water softening plant in 4.0 lakh liter capacity GLR at NCBS..**

3. GENERAL:

Please read the executive summary which is attached with this document in the beginning.

The tenderer should also note that other contractor will be working in the vicinity and his work will have to be carried out in proper co-ordination with them. The contractors are deemed to have catered for all contingencies connected with the site and scope of work.

4. COMMENCEMENT AND COMPLETION OF WORK IN PROPER SCHEDULE:

The contract period is for 2 months.

5. CO-OPERATION WITH OTHER CONTRACTORS:

The contractor shall afford all facilities and give complete co-operation for the execution of various other works, if required to be carried out simultaneously by other agencies while his own work is in progress. The co-ordination will be affected in consultation with the Engineer-in-Charge of the work. Other contractors are also likely to be authorized by the owners to work in the same area during the construction stage.

6. INSPECTION:

The work shall be conducted under the general direction of the Engineer-in-Charge and is subject to inspection by his appointed representative to ensure strict compliance with the terms of contract. No failure of the Engineer-in-Charge or his designated representative during the progress of work to discover or to reject materials or work not in accordance with the requirements of this contract shall be deemed an acceptance thereof, or a waiver of defects there in, and payment by the Engineer-in-Charge a partial or entire occupancy of the

premises shall be construed to be an acceptance of work or materials which are not strictly in accordance with the requirements of this contract. No changes whatsoever to any provision of the specifications shall be made without written authorization from the Engineer-in-Charge.

7. SAFETY INSTRUCTIONS:

PORTABLE ELECTRICAL EQUIPMENT

- i) Portable electrical equipment should be regularly examined, tested and maintained to ensure that the equipment and its loads are in good order.
- ii) All portable appliances should be provided with a three pin plugs. It should be ensured that the metal part of the equipment should be effectively earthed.
- iii) BARE WIRE SHOULD NOT BE USED FOR TAPPING ELECTRICITY
 - a) It should be sure that the insulation and wire size of extension cords are adequate for the voltage and current to be carried.
 - b) All loose wiring such as trailing and flexible cables for portable lamps, tools and apparatus should be regularly examined.

GENERAL SAFETY PROCEDURE:

- i) It should be ensured that power supply to equipment is disconnected before any repair work is undertaken.
- ii) Insulated tools shall be used for working on electrical equipments.
- iii) At building constructional sites, helmets and safety shoes shall be used.
- iv) The contractor shall keep a first aid kit at site.

8. REMOVAL OF WORKMEN:

The contractor shall employ in or about execution of the work only such persons as are careful, skilled and experienced in their several trades and the Engineer-in-Charge, shall be at liberty to object to and require the contract or to remove from the works any persons employed by the contract or in or about the execution of works who in the opinion of the Engineer-in-Charge misconduct himself for is incompetent, or negligent in the proper performance of his duties and all such persons shall not again be employed upon the works without the permission of the Engineer-in-Charge.

9. SCHEDULE OF QUANTITIES:

A schedule of probable quantities in respect of the work and specification is enclosed. The schedule of probable quantities is liable to alterations by omission, deduction or additions at the discretion of the Engineer-in-charge. Also, tenderers are requested to read the relevant paragraphs in the Executive summary in this regard.

10. TENDER RATES:

The rates quoted by the tenderer in the schedule shall be inclusive of GST. Unless otherwise stated in the schedule of quantities rates for all items shall be for the complete work.

The tendered amount shall be deemed to include for the full and entire completion of the works and the Contractor shall have no claims on account of any errors.

Any error in description, quantity in schedule of offer or any omissions therefrom, 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 many of his obligations under the contract. Any error in amount quoted in Schedule of Offer of the price bid, shall be adjusted in accordance with the following rules contained

Here in
after

- a) In the event of discrepancy between description in words and figures quoted by the tenderer, the description in words shall prevail.
- b) All errors in totaling the amount column and in carrying forward totals shall be corrected.
- c) Any omissions to include in the total sort o carry forward the provisional be sums shall corrected.

11. WITHDRAWAL OF TENDER:

The tender should be valid for a minimum period of 90 days from the date of opening of tenders. Should the tenderer withdraw or modify his tender or refuse to pay any pre-requisite fee or do not pay any pre-requisite fee with repeated reminders or do not submit any requisite document with repeated reminders within this validity period, his earnest money deposit will be liable for forfeiture with recovery of any fees due.

12. CONTRACTOR'S STAFF:

The tenderer shall furnish along with his tender the list of Skilled, Semi skilled technicians and Un skilled assistants with their qualifications and experience he proposes to employ for execution of the work covered by this contract.

13. LIST OF WORKS CARRIED OUT BY TENDERERS:

The tenderer shall also submit along with a tender a list of works and also the appropriate cost of each work carried out by him in the past for different Government

Department or Public bodies.

14. PROPER DRAWINGS AND INSTRUCTIONS:

The Engineer-in-Charge shall have full powers and authority to supply to the contractor from time to time during progress of the work such further drawings and instructions as shall be necessary for the purpose of proper adequate execution and maintenance of the work if any and the contractor shall carry out the work and be bound by the same.

15. WORK TO THE ENTIRE SATISFACTION OF THE ENGINEER-IN-CHARGE:

Save in so far as it is legally or physically impossible the contractor shall examine and complete and maintain the works in strict accordance with the entire satisfaction of the Engineer-in-Charge and shall comply with and adhere strictly to the instructions and directions of Engineer-in-Charge on any important matter concerning the work . The contractor shall take instructions and directions only from the Engineer-in-Charge or his authorized representative.

16. CARE OF WORK:

From the commencement to the completion of works, the contractor shall take responsibility for the care there of and all operation and maintenance works if any and in case any damage, loss or injury shall happen to the works from any cause what so ever at his own cost repair and make good the same. so that on completion, the works shall be in good order and condition and in the conformity in every respect with the requirements of the contract and the Engineer-in-Charge's instructions.

17. CONTRACTOR'S MACHINERY PLANT & EQUIPMENTS:

The tenderer shall furnish with the tender a list of plant and equipment that he proposes to bring to site at his own cost for the execution of the work, to enable institute to assess his mode of execution of work.

18. The contractor, his employees and agents shall not disclose any information or drawings furnished to him by the institute. All drawings, reports and other information prepared by the contractor / by the Institute or jointly by both for the execution of the contract shall not be disclosed without the prior approval of the Engineer-in-Charge. No photograph of the works or plant within the premises shall be taken with out the prior approval of the Engineer- in-Charge.

19. The tenderers are required to note that as specified under Clause 45 of Section III- Conditions of Contract, the contract or has to comply with the provisions of the " Contract : Labour" (Regulation and Abolition) Act 1970 and rules and orders issued there under from time to time.

20. GOVERNMENT LABOUR ACTS/ LAWS:

The contract or has to follow strictly the Government Labour Acts, which are in force at present and introduced from time to time, such as, Acts enforced by Regional Provident Fund Commissioner, Directorate of ESIS and Enforcement Officer of Contract Labour Act, and all necessary arrangement for labour ,security insurance will have to be made by the Contractor at his own cost

21. DEDUCTION OF INCOME TAX:

As per Section 194(C) of Income Tax Act, as amended by letter No.275/9/72/9-TJ (CircularNo.86) dated 19/5/1972 received from Ministry of Finance (Department of Revenue and Insurance), New Delhi, the Income Tax@1% (One & half percent only) and 15% (Fifteen percent only) surcharge, on income tax as applicable on the gross value of the work done will be recovered from the bills. A certificate for the amounts or recovered will be issued by the Department to the contractor.

Section- V
SCHEDULE OF
DEVIATIONS

Sl. No.	Requirement of the Institute	Sl. No. As per schedule	Deviation Proposed.

Name and Address of the Tenderer

Signature of the Tenderer

Miscellaneous

We will not be responsible for death, accident or injury to the Contractor's employees engaged by him, which may arise in the course of their duty at our premises, nor shall we be responsible and be liable to pay damages or compensation to such persons or to third parties. The Contractor shall at all times indemnify and keep NCBS indemnified against all claims which may be under the Workmen's Compensation Act, 1923, or any statutory modifications thereof or otherwise for or in respect of any damages or compensation

payable in consequence of any accident or injury sustained by any workman or other person/ person at the Institute or premises, building, equipments etc. is attributable to the Contractor or his workmen, such damages shall be made good by the Contractor or his workmen.

IN WITNESS WHEREOF the parties here to have set and subscribed their respective signatures and seal to the writing herein above on the date, month and year mentioned herein.

Name and Address of the Tenderer

Signature of the Tend

Section VI

Proforma of Schedules

SCHEDULE - 'A':	
Schedule of Quantities (Enclosed) -	Please refer Financial Bid

SCHEDULE - 'B':				
Schedule of materials to be issued to the contractor				
Sl.	Description of item	Quantity	Rates at which the Materials will be charged to the contractor	Place of issue
1	2	3	4	5
NIL				

SCHEDULE - 'C':			
Tools & plants to be hired to the contractor			
S. No	Description	Hire charges	Place of Issue
1	2	3	4
NIL			

SCHEDULE- 'D':	
Extra schedule for specific requirements / documents for the work, if any	NIL

SCHEDULE- 'E':	
Reference to General Conditions of contract - 2022	
Name of Work NCBS- Servicing of water softening plant in 4.0 lakh liter capacity GLR at NCBS.	
”	
Estimated cost of work :	Rs.3.27 Lakhs inclusive of all taxes
i) Earnest money	Rs. 6550.00
ii) Performance Guarantee	3% of tendered value
iii) Security Deposit	2.5% of tendered value

General Rules & Directions :	
Officer inviting authority	Head SE&M on behalf of Centre Director/NCBS

Maximum percentage for quantity of Items of work to be executed beyond which rates are to be determined in accordance with Clauses 12.2 & 12.3.	Ref. Clause-12 in subsequent pages
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Definitions :		
2(v)	Engineer-in-charge	Refer section – 4 of conditions of contract
2(viii)	Accepting Authority	
2(x)	Percentage on cost of materials and labour to cover all overheads & profits	15% (Fifteen percent)
2(xi)	Standard Schedule of Rates	Department of space SOR 2022-23 and cpwd 2021 for Civil Works
2(xii)	Department	Refer section – 4 of conditions of contract
9(ii)	Standard NCBS Contract Form GCC for Item rate tender as modified & corrected up to date	2022

Clause – 1 (Performance Guarantee)	
i) Time allowed for submission of Performance Guarantee Programme chart time & progress and applicable labour licenses, registration with EPFO, ESIC and BOCW welfare board or proof of applying thereon from the date of issue of letter of acceptance	15 days
ii) Maximum allowable extension with late fee @ 0.1% per day	5 days

Clause – 2 (Compensation for Delay)	
Authority for fixing compensation under clause 2.	Director/NCBS

Clause – 5 (Time and Extension for Delay)	
Number of days from the date of issue of letter of acceptance / Work Order whichever is earlier for reckoning date of start.	15 days

Mile stone(s) as per table given below:

TABLE OF MILE STONE(S)			
Sl. No.	Description of	Time Allowed in days	Amount to be with-held in case of non-achievement of milestone
1.	To be finalized on award of contract		As per Clause -2
2			

TIME ALLOWED FOR EXECUTION OF WORK	As stated in NIT para-1
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Authority to decide:	Director / NCBS on recommendation of Engineer-in-charge
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(i) Extension of time	
(ii) Rescheduling of mile stones	Director / NCBS on recommendation of Engineer-in-charge
(iii) Shifting of date of start in case of delay in handing over of site	Engineer-in-charge

Clause – 6 (Measurements of work Done)	Clause – 6A (Computerized Measurement Book)
Clause applicable – (6 or 6A)	6A

Clause – 7: Payment on Intermediate Certificate to be regarded as Advances)	
Gross work to be done together with net payment / adjustment of advances for material collected, if any, since the last such payment for being eligible to	As detailed in Clause – 7 of Contract

Clause – 7A (No running account bill shall be paid for the work till the applicable labour licenses are received)	
Whether Clause 7A shall be applicable	YES

Clause-10A:	Materials to be provided by the Contractor
List of testing equipment's to be provided by the contractor at site lab.	
As required for execution of work	

Clause-10B (ii):	Mobilization Advance
Whether Clause 10B (ii) shall be applicable	NOT APPLICABLE

Clause - 10C: Payment on Account of increase in Prices/wages due to Statutory order(s)	
Component of labour expressed as percent of value of the work	NOT APPLICABLE

Clause - 10CA : Payment due to Increase / decrease in Prices / wages after receipt of Tender for works		
Sl. No.	Materials covered under this clause	NOT APPLICABLE

Clause - 10CC : Not Applicable for this work	
Clause 10 CC to be applicable in contracts with stipulated period of completion exceeding the period of One Months	Not applicable

Clause - 11 : Work to be executed in accordance with Specifications, Drawings,	
Specifications to be followed for execution	NCBS and CPWD specification.

Clause -12: Deviations/ Variations Extent and Pricing		
Type of work	<u>works</u>	
12.2 & 12.3	Deviation Limit beyond which clauses 12.2 & 12.3 shall apply for building work	50%
12.5	Deviation Limit beyond which clauses 12.2 & 12.3 shall apply for foundation work (except items mentioned in earth work subhead in DSR and related items)	100%

Clause 16 (Action in case Work not done as per specifications)	
Competent Authority for deciding reduced rates.	Director, NCBS

Clause – 18:	Contractor to Supply Tools & Plants etc.
List of mandatory machinery, tools & Plants to be deployed by the Contractor at site:-	
As required for Execution of work. And as per tender document.	

Clause 25	} Settlement of Disputes & Arbitration
Constitution of Dispute Redressal Committee (DRC)	
Chairman -	
Member -	
As detailed in Clause – 25 of Conditions of Contract	

Clause – 36(i):	Employment of Technical Staff & Employees
	Requirement of Technical Representative(s) & recovery
As per CPWD Annexure-20	

Clause – 42	NOT APPLICABLE
<p>(i) (a) Schedule / Statement for determining theoretical quantity of cement & Steel on the Basis of CPWD</p> <p>(ii) Variations permissible on theoretical quantities:</p> <p>(a) Cement</p> <p style="padding-left: 40px;">For works with estimated cost put to tender not more than Rs. 5 Lakhs</p> <p style="padding-left: 40px;">For works with estimates cost put to tender more than Rs. 5 Lakhs</p> <p>(b) Steel Reinforcement and Structural steel sections for each diameter, section and category</p>	

GENERAL CONDITION OF CONTRACT

CLAUSES OF CONTRACT

Performance Guarantee

Clause 1

- (i) The contractor shall submit an irrevocable Performance Guarantee of 3% (three percent) of the tendered amount in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement, (not withstanding and/or without prejudice to any other provisions in the contract) within period specified in Schedule 'F' from the date of issue of letter of acceptance. This period can be further extended by the Engineer-in-Charge up to a maximum period as specified in schedule 'F' on written request of the contractor stating the reason for delays in procuring the Performance Guarantee, to the satisfaction of the Engineer-in-Charge. This guarantee shall be in the form of Cash (in case guarantee amount is less than Rs. 10,000/-) or Deposit at Call receipt of any scheduled bank/Banker's Cheque of any scheduled bank/Demand Draft of any scheduled bank/Pay Order of any scheduled bank (in case guarantee amount is less than Rs. 1,00,000/-) or Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the form annexed hereto. In case a fixed deposit receipt of any Bank is furnished by the contractor to the Government as part of the performance guarantee and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the Government to make good the deficit.
- (ii) The Performance Guarantee shall be initially valid up to the stipulated date of completion plus minimum 60 days beyond that. If the same is submitted by the agency on schedule format I as per GCC. If the same is submitted on the format II as per GCC then the performance Guarantee shall be valid up to the stipulated date of completion plus minimum 6 months beyond that. In case the time for completion of work gets enlarged, the contractor shall get the validity of Performance Guarantee extended to cover such enlarged time for completion of work. After recording of the completion certificate for the work by the competent authority, the performance guarantee shall be returned to the contractor, without any interest. However, in case of contracts involving maintenance of building and services/any other work after construction of same building and services/other work, then 50% of Performance Guarantee shall be retained as Security Deposit. The same shall be returned year wise proportionately.
- (iii) The Engineer-in-Charge shall not make a claim under the performance guarantee except for amounts to which the President of India is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:
 - (a) Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer-in-Charge may claim the full amount of the Performance Guarantee.
 - (b) Failure by the contractor to pay President of India any amount due, either as agreed by the contractor or determined under any of the Clauses/Conditions of the agreement, within 30 days of the service of notice to this effect by Engineer-in-Charge.
- (iv) In the event of the contract being determined or rescinded under provision of any of the Clause/Condition of the agreement, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of the President of India.

Recovery of Security Deposit

Clause 1A

The person/persons whose tender(s) may be accepted (hereinafter called the contractor) shall permit Government at the time of making any payment to him for work done under the contract to deduct a sum at the rate of 2.5% of the gross amount of each running and final bill till the sum deducted will amount to security deposit of 2.5% of the tendered value of the work. Such deductions will be made and held by Government by way of Security Deposit unless he/they has/have deposited the amount of Security at the rate mentioned above in cash or in the form of Government Securities or fixed deposit receipts. In case a fixed deposit receipt of any Bank is furnished by the contractor to the Government as part of the security deposit and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the Government to make good the deficit.

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

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

In case of contracts involving maintenance of building and services/any other work after construction of same building and services/other work, then 50% of Performance Guarantee shall be retained as Security Deposit. The same shall be returned yearwise proportionately.

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

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

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

Clause 2

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 justified extended date of completion as per clause 5 (excluding any extension under Clause 5.5) as well as any extension granted under clauses 12 and 15, he shall, without prejudice to any other right or remedy

Compensation for Delay

available under the law to the Government on account of such breach, pay as compensation the amount calculated at the rates stipulated below as the authority specified in schedule 'F' may decide on the amount of accepted Tendered Value of the work for every completed day/month (as determined) that the progress remains below that specified in Clause 5 or that the work remains incomplete.

Compensation for delay of work

- (i) With maximum rate 1% (one percent) maximum per month of delay to be computed on per day basis based on quantum of damage suffered due to stated delay on the part of Contractor. if scheduled completion of work is more than one year
- (ii) With maximum rate 1% (one percent) to 2% (two percent) (maximum) per month of delay to be computed on per day basis based on quantum of damage suffered due to stated delay on the part of Contractor. if scheduled completion of work is more than six months and upto one year
- (iii) With maximum rate 2% (two percent) to 5% (five percent) (maximum) per month of delay to be computed on per day basis based on quantum of damage suffered due to stated delay on the part of Contractor. if scheduled completion of work is up to six months

Provided always that the total amount of compensation for delay to be paid under this condition shall not exceed 10 % of the accepted Tendered Value of work. In case no compensation has been decided by the authority in Schedule 'F' during the progress of work, this shall be no waiver of right to levy compensation by the said authority if the work remains incomplete on final justified extended date of completion. If the Engineer in Charge decides to give further extension of time allowing performance of work beyond the justified extended date, the contractor shall be liable to pay compensation for such extended period. If any variation in amount of contract takes place during such extended period beyond justified extended date and the contractor becomes entitled to additional time under clause 12, the net period for such variation shall be accounted for while deciding the period for levy of compensation. However, during such further extended period beyond the justified extended period, if any delay occurs by events under sub clause 5.2, the contractor shall be liable to pay compensation for such delay.

This is without prejudice to right of action by the Engineer in Charge under clause 3 for delay in performance and claim of compensation under that clause.

In case action under clause 2 has not been finalized and the work has been determined under clause 3, the right of action under this clause shall remain post determination of contract but levy of compensation shall be for days the progress is behind the schedule on date of determination, as assessed by the authority in Schedule F, after due consideration of justified extension. The compensation for delay, if not decided before the determination of contract, shall be decided after of determination of contract.

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

Compensation for Delay

Clause 2A

For Works estimated cost upto Rs. 25 Lacs

If the contractor fails to maintain the required progress to complete the work and clear the site on or before the contract period he shall, without prejudice to any other right or remedy available under the law to the Government on account of such breach, pay as compensation the amount calculated at the rates stipulated below as the authority specified in schedule 'F' may decide on the amount of accepted Tendered Value of the work for every completed day/month (as determined) that the work remains incomplete in the following manners.

- (i) If there is no hindrance, compensation shall be levied if work is incomplete.
- (ii) If site is not available there will be no compensation.
- (iii) If there is partial hindrance then engineer-in-charge will compare amount of work executed in available hindrance free time w.r.t. total time and total work. Compensation will be levied if actual work executed is less than as calculated on pro rata basis.

Compensation for delay of work

- (i) With maximum rate 1% (one percent) per month of delay to be computed on per day basis based on quantum of damage suffered due to stated delay on the part of Contractor. if scheduled completion of work is more than one year.
- (ii) With rate 1% (one percent) to 2% (two percent) (maximum) per month of delay to be computed on per day basis based on quantum of damage suffered due to stated delay on the part of Contractor. if scheduled completion of work is more than six month and up to one year.
- (iii) With rate 2% (two percent) to 5% (five percent) (maximum) per month of delay to be computed on per day basis based on quantum of damage suffered due to stated delay on the part of Contractor. if scheduled completion of work is up to six month.

Provided always that the total amount of compensation for delay to be paid under this condition shall not exceed 10 % of the accepted Tendered Value of work. In case no compensation has been decided by the authority in Schedule 'F' during the progress of work, this shall be no waiver of right to levy compensation by the said authority if the work remains incomplete on stipulated date of completion.

This is without prejudice to right of action by the Engineer in Charge under clause 3 for delay in performance and claim of compensation under that clause.

In case action under clause 2 has not been finalized and the work has been determined under clause 3, the right of action under this clause shall remain post determination of contract but levy of compensation shall be for days the progress is behind the schedule on date of determination, as assessed by the authority in Schedule F. The compensation for delay, if not decided before the determination of contract, shall be decided after determination of contract.

The amount of compensation may be adjusted or set-off against any sum payable to the Contractor under this or any other contract with the Government.

**When Contract can
be Determined**

Clause 3

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

- (i) If the contractor 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 un-workman like manner shall omit to comply with the requirement of such notice for a period of seven days thereafter.
- (ii) If the contractor has, without reasonable cause, suspended the progress of the work or has failed to proceed with the work with due diligence 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 or section of work with individual date of completion on or before the stipulated or justified extended date, on or before such date of completion; and the Engineer in Charge without any prejudice to any other right or remedy under any other provision in the contract has given further reasonable time in a notice given in writing in that behalf as either mutually agreed or in absence of such mutual agreement by his own assessment making such time essence of contract and in the opinion of Engineer-in-Charge the contractor will be unable to complete the same or does not complete the same within the period specified.
- (iv) If the contractor persistently neglects to carry out his obligations under the contract and/ or commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Engineer-in-Charge.
- (v) If the contractor shall offer or give or agree to give to any person in Government service or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract for Government.
- (vi) If the contractor shall enter into a contract with Government in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and the terms of payment thereof have been previously disclosed in writing to the Engineer-in-Charge.
- (vii) If the contractor had secured the contract with Government as a result of wrong tendering or other non-bonafide methods of competitive tendering or commits breach of Integrity Agreement.
- (viii) If the contractor being an individual, or if a firm, any partner thereof shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purport so to do, or if any application be made under any Insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors.

- (ix) If the contractor being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.
- (x) If the contractor shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days.
- (xi) If the contractor assigns (excluding part(s) of work assigned to other agency(s) by the contractor as per terms of contract), 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 Engineer-in- Charge on behalf of the President of India shall have powers:
 - (a) To determine the contract as aforesaid so far as performance of work by the Contractor is concerned (of which determination notice in writing to the contractor under the hand of the Engineer-in-Charge shall be conclusive evidence). Upon such determination, Security Deposit already recovered, Security Deposit, payable, Performance Guarantee under the contract shall be liable to be forfeited and shall be absolutely at the disposal of the Government
 - (b) After giving notice to the contractor to measure up the work of the contractor and to take such whole, or the balance or part thereof, as shall be un-executed out of his hands and to give it to another contractor to complete the work. The contractor, whose contract is determined as above, shall not be allowed to participate in the tendering process for the balance work.

In the event 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 value so certified.

Clause 3A

In case, the work cannot be started due to reasons not within the control of the contractor within 1/8th of the stipulated time for completion of work or one month whichever is higher, either party may close the contract by giving notice to the other party stating the reasons. In such eventuality, the Performance Guarantee of the contractor shall be refunded within 15 days Neither party shall claim any compensation for such eventuality. This clause is not applicable for any breach of the contract by either party.

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

Clause 4

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

Clause 5

Time and Extension for Delay

The time allowed for execution of the Works as specified in the Schedule 'F' or the extended time in accordance with these conditions shall be the essence of the Contract. The execution of the work shall commence from such time period as mentioned in schedule 'F' or from the date of handing over of the site, notified by the Engineer-in-Charge, whichever is later. If the Contractor commits default in commencing the execution of the work as aforesaid, the performance guarantee shall be forfeited by the Engineer in Charge and shall be absolutely at the disposal of the Government without prejudice to any other right or remedy available in law.

5.1 (i) As soon as possible but within 7 (seven) working days of award of work and in consideration of

(a) Schedule of handing over of site as specified in the Schedule 'F'

(b) Schedule of issue of drawings if applicable as specified in the Schedule 'F'

the Contractor shall submit a Time and Progress Chart for each mile stone. The Engineer-in-Charge may within 7 (seven) working days thereafter, if required modify, and communicate the program approved to the contractor failing which the program submitted by the contractor shall be deemed to be approved by the Engineer-in-Charge. The work programme shall include all details of balance drawings and decisions required to complete the contract with specific dates by which these details are required by contractor without causing any delay in execution of the work. 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.

- (ii) In case of non submission of work programme by the contractor the program approved by the Engineer-in-Charge shall be deemed to be final.
- (iii) The approval by the Engineer-in-Charge of such programme shall not relieve the contractor of any of the obligations under the contract.
- (iv) The contractor shall submit the Time and Progress Chart and progress report using the mutually agreed software or in other format decided by Engineer-in-Charge for the work done during previous month to the Engineer-in-charge on or before 5th day of each month failing which a recovery as per Schedule F to be decided by the NIT approving authority shall be made on per week or part basis in case of delay in submission of the monthly progress report

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

- (i) force majeure, or
- (ii) abnormally bad weather, or
- (iii) serious loss or damage by fire, or
- (iv) civil commotion, local commotion of workmen, strike or lockout, affecting any of the trades employed on the work, or
- (v) delay on the part of other contractors or tradesmen engaged by Engineer-in-Charge in executing work not forming part of the Contract, or
- (vi) any other cause like above which, in the reasoned opinion 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 Engineer-in-Charge but shall nevertheless use constantly his best endeavours 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.

The contractor shall have no claim of damages for extension of time granted or rescheduling of milestone/s for events listed in sub clause 5.2.

5.3 In case the work is hindered in the opinion of the contractor, by the Department for any reason/event, for which the Department is responsible. The authority as indicated in Schedule 'F' shall, if justified, give a fair and reasonable extension of time and reschedule the mile stones for completion of work

Such extension of time or rescheduling of milestone/s shall be without prejudice to any other right or remedy of the parties in contract or in law; provided further that for concurrent delays under this sub clause and sub clause 5.2 to the extent the delay is covered under sub clause 5.2 the contractor shall be entitled to only extension of time and no damages.

5.4 Request for rescheduling of Mile stones or 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 forms i.e. Form of application by the contractor for seeking rescheduling of milestones or Form of application by the contractor for seeking extension of time (Appendix -XVI) respectively to the authority as indicated in Schedule 'F'. The Contractor shall indicate in such a request the period by which rescheduling of milestone/s or extension of time is desired.

With every request for rescheduling of milestones, or if at any time the actual progress of work falls behind the approved programme by more than 10% of the stipulated period of completion of contract, the contractor shall produce a revised programme which shall include all details of pending drawings and decisions required to complete the contract and also the target dates by which these details should be available without causing any delay in execution of the work. A recovery as specified in Schedule 'F' shall be made on per day basis in case of delay in submission of the revised programme.

5.4.1 In any such case the authority as indicated in Schedule 'F' may give a fair and reasonable extension of time for completion of work or reschedule the mile stones. Engineer -in-Charge shall finalize/ reschedule a particular mile stone before taking an action against subsequent mile stone Such extension or rescheduling of the milestones shall be communicated to the Contractor by the authority as indicated in Schedule 'F' in writing, within 21 days of the date of receipt of such request from the Contractor in prescribed form. In event of non-application by the contractor for extension of time E-in-C after affording opportunity to the contractor, may give, supported with a programme (as specified under 5.4 above), a fair and reasonable extension within a reasonable period of occurrence of the event.

5.5 In case the work is delayed by any reasons, in the opinion of the Engineer-in-Charge, by the contractor for reasons beyond the events mentioned in clause 5.2 or clause 5.3 or clause 5.4 and beyond the justified extended date; without prejudice to right to take action under Clause 3, the Engineer-in-Charge may grant extension of time required for completion of work without rescheduling of milestones. The contractor shall be liable for levy of compensation for delay for such extension of time.

Clause 5A

For Works

Time is the essence of the contract

The time allowed for execution of the work as specified in the Schedule 'F' shall be the essence of the Contract i.e. the contract period will not be extended. The execution of the work shall commence from such time period as mentioned in schedule 'F'. If the contractor commits default in commencing the execution of the work as aforesaid the performance guarantee shall be forfeited by the Engineer in Charge and shall be absolutely at the disposal of the Government without prejudice to any other right or remedy available in law.

Clause 6A

Computerized Measurement Book

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

All measurements of all items having financial value shall be entered by the contractor and compiled in the shape of the Computerized Measurement Book having pages of A-4 size as per the format of the department so that a complete record is obtained of all the items of works performed under the contract.

All such measurements and levels recorded by the contractor or his authorized representative from time to time, during the progress of the work, shall be got checked by the contractor from the Engineer-in-Charge or his authorized representative as per interval or program fixed in consultation with Engineer-in-Charge or his authorized representative. After the necessary corrections made by the Engineer-in-Charge, the measurement sheets shall be returned to the contractor for incorporating the corrections and for resubmission to the Engineer-in-Charge for the dated signatures by the Engineer-in- Charge and the contractor or their representatives in token of their acceptance.

Whenever bill is due for payment, the contractor would initially submit draft computerized measurement sheets and these measurements would be got checked/test checked from the Engineer-in-Charge and/or his authorized representative. The contractor will, thereafter, incorporate such changes as may be done during these checks/test checks in his draft computerized measurements, and submit to the department a computerized measurement book, duly bound, and with its pages machine numbered. The Engineer-in- Charge and/or his authorized representative would thereafter check this MB, and record the necessary certificates for their checks/test checks.

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

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

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

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

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

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

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

**Payment on
intermediate
certificate to be
regarded as
Advances**

Clause 7

No payment shall be made for work, estimated to cost Rs. Five lac or less till after the whole of the work shall have been completed and certificate of completion given. For works estimated to cost over Rs. Five lac, the interim or running account bills shall be submitted by the contractor for the work executed on the basis of such recorded measurements on the format of the Department in triplicate on or before the date of every month fixed for the same by the Engineer-in-Charge. The contractor shall not be entitled to be paid any such interim payment if the gross work done together with net payment/ adjustment of advances for material collected, if any, since the last such payment is less than the amount specified in Schedule 'F', in which case the interim bill shall be prepared on the appointed date of the month after the requisite progress is achieved. Engineer-in-Charge shall arrange to have the bill verified by taking or causing to be taken, where necessary, the requisite measurements of the work. In the event of the failure of the contractor to submit the bills, no claims whatsoever due to delays on payment including that of interest shall be payable to the contractor. Payment on account of amount admissible shall be made by the Engineer-in-Charge certifying the sum to which the contractor is considered entitled by way of interim payment at such rates as decided by the Engineer-in-Charge. The amount admissible shall be paid by 10th working day after the day of presentation of the bill by the Contractor to the Engineer-in-Charge or his Asstt. Engineer together with the account of the material issued by the department, or dismantled materials, if any. In the case of works outside the headquarters of the Engineer- in-Charge, the period of ten working days will be extended to fifteen working days.

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

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

The Engineer-in-Charge in his sole discretion on the basis of a certificate from the Asstt. Engineer to the effect that the work has been completed up to the level in question make interim advance payments without detailed measurements for work done (other than foundations, items to be covered under finishing items) up to lintel level (including sunshade etc.) and slab level, for each floor working out at 75% of the assessed value. The advance payments so allowed shall be adjusted in the subsequent interim bills to be submitted by the contractor within 10 days of the interim payment. In case of delay in submission of bill by the contractor a simple interest @ 10% (ten percent) per annum shall be paid to the Government from the date of expiry of prescribed time limit which will be compounded on yearly basis.

Payments in composite Contracts

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

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

Clause 7A

No Running Account Bill shall be paid for the work till the applicable labour licenses, registration with EPFO, ESIC and BOCW Welfare Board, whatever applicable are submitted by the contractor to the Engineer-in-Charge.

Clause 8

Completion Certificate

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

Clause 8A

Contractor to keep Site Clean

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

Clause 9

Payment of Final Bill

The final bill shall be submitted by the contractor in the same manner as specified in interim bills within three months of physical completion of the work or within one month of the date of the final certificate of completion furnished recorded 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 three months the period specified here in under, the period being reckoned from the date of receipt of the bill by the Engineer-in- Charge or his authorized Asstt. Engineer/ Junior Engineer, complete with account of materials issued by the Department and dismantled materials if any.

- (a) If the Tendered value of work is up to Rs. 45 lac : 2 months
- (b) If the Tendered value of work is more than Rs.45 lac and up to Rs. 2.5 Crore : 3 months
- (c) If the Tendered value of work exceeds Rs. 2.5 Crore : 6 months

If the final bill is submitted by the contractor within the period specified above and delay in payment of final bills is made by the deptt. After prescribed time limit a simple interest @ 5% per annum shall be paid to the contractor from the date of expiry of prescribed time limit which will be compounded on yearly basis, provided the final bill submitted by the contractor is found to be in order.

Clause 9A

Payment of Contractor's Bills to Banks

Payments due to the contractor may, if so desired by him, be made to his bank, registered financial, co-operative or thrift societies or recognized financial institutions instead of direct to him provided that the contractor furnishes to the Engineer-in-Charge (1) an authorization in the form of a legally valid document such as a power of attorney conferring authority on the bank; registered financial, co-operative or thrift societies or recognized financial institutions to receive payments and (2) his own acceptance of the correctness of the amount made out as being due to him by Government or his signature on the bill or other claim preferred against Government before settlement by the Engineer-in-Charge of the account or claim by payment to the bank, registered financial, co-operative or thrift societies or recognized financial institutions. While the receipt given by such banks; registered financial, co-operative or thrift societies or recognized financial institutions shall constitute a full and sufficient discharge for the payment, the contractor shall whenever possible present his bills duly receipted and discharged through his bank, registered financial, co operative or thrift societies or recognized financial institutions.

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

Clause 10A

Materials to be provided by the Contractor

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

The contractor shall, at his own expense and without delay; supply to the Engineer-in-Charge samples of materials to be used on the work and shall get these approved in advance. All such materials to be provided by the Contractor shall be in conformity with the specifications laid down or 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 forthwith arrange to supply to the Engineer-in-Charge for his approval, fresh samples complying with the specifications laid down in the contract. When materials are 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 either arising out of any delay in the work or due to any corrective measures required to be taken on account of and as a result of testing of materials.

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

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

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

Clause 10B (NOT Applicable)

(i) The contractor, on signing an indenture in the form to be specified by the Engineer-in-Charge, shall be entitled to be paid during the progress of the execution of the work up to 75% of the assessed value of any materials of an amount not exceeding 75% of the material element cost in the tender bills of the finished item of the work, whichever is lower, which are in the opinion of the Engineer-in- Charge non-perishable, non-fragile and non-combustible and are in accordance with the contract and which have been brought on the site in connection therewith and are adequately stored and protected against damage by weather or other causes but which have not at the time of advance been incorporated in the works. When materials on account of which an advance has been made under this sub-clause are incorporated in the work, the amount of such advance shall be recovered/deducted from the next payment made under any of the clause or clauses of this contract.

Secured Advance on Materials

NOT APPLICABLE

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

Clause 10C (NOT Applicable)

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

If after submission of tender, if the price of any material incorporated in the work and/ or wages of labour increases as a direct result of the coming into force of any fresh law or statutory rule or order (but not due to any variation of rate in GST applicable on such material(s) being considered under this clause) beyond the prices/wages prevailing at the time of the last stipulated date of receipt of tenders including extensions, if any, for the work during contract period including the justified period extended under the provisions of clause 5 of the contract without any action under clause 2, then the amount of the contract shall accordingly be varied.

If after submission of the tender, the price of any material incorporated in the works (excluding the materials covered under Clause 10CA and/or wages of labour as prevailing at the time of last stipulated date of receipt of tender including extensions, if any, is decreased as a direct result of the coming into force of any fresh law or statutory rules or order (but not due to any variation of rate in GST applicable on such material (s) being considered under this clause), Government shall in respect of materials incorporated in the works and/or labour engaged on the execution of the work after the date of coming into force of such law, statutory rule or order be entitled to deduct from the dues of the contractor such amount as shall be equivalent to the difference between the prices of the material and/or wages as prevailed at the time of the last stipulated date for receipt of tenders including extensions if any for the work and the prices of materials and/or wages of labour on the coming into force of such law, statutory rule or order. This will be applicable for the contract period including the justified period extended under the provisions of clause 5 of the contract without any action under clause 2.

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

The contractor shall, within a reasonable time of his becoming aware of any alteration in the price of any such materials and/or wages of labour, give notice thereof to the Engineer-in- Charge stating that the same is given pursuant to this condition together with all information relating thereto which he may be in position to supply.

For this purpose, the labour component of 85% of the value of the work executed during period under consideration shall not exceed the percentage as specified in Schedule F, and the increase/decrease in labour shall be considered on the minimum daily wages in rupees of any unskilled Mazdoor, fixed under any law statutory rule and order. The cost of work for which escalation is applicable (W) is same as cost of work done worked out as indicated in sub-para (ii) of clause 10 CC except the amount of full assessed value of secured Advance.

Payment due to Increase / Decrease in Prices/ Wages after Receipt of Tender for Works

Clause 10CC

If the prices of materials and/or wages of labour required for execution of the work increase, the contractor shall be compensated for such increase as per provisions detailed below and the amount of the contract shall accordingly be varied, subject to the condition that such compensation for escalation in prices and wages shall be available only for the work done during the stipulated period of the contract including the justified period extended under the provisions of clause 5 of the contract without any action under clause 2. No such compensation shall be payable for a work for which the stipulated period of completion is equal to or less than the time as specified in Schedule F. Such compensation for escalation in the prices of materials and labour, when due, shall be worked out based on the following provisions:-

- (i) The base date for working out such escalation shall be the last stipulated date of receipt of tenders including extension, if any.
- (ii) The cost of work on which escalation will be payable shall be reckoned as below :
 - (a) Gross value of work done up to this quarter : (A)
 - (b) Gross value of work done up to the last quarter : (B)
 - (c) Gross value of work done since previous quarter : (A) - (B) : (C)
 - (d) Full assessed value of Secured Advance fees paid in this quarter : (D)
 - (e) Full assessed value of Secured Advance fees recovered in this quarter : (E)
 - (f) Full assessed value of Secured Advance fees for which escalation Payable in this quarter (D-E): (F)
 - (g) Advance payment made during this quarter: (G)
 - (h) Advance payment recovered during this quarter: (H)
 - (i) Advance payment for which escalation is payable in this Quarter(G-H): (I)
 - (j) Extra items/quantities of items paid as per Clause 12 Based on prevailing market rates during this quarter: (J)

The Net M = C+F+I-J

M = 0.5 M

Cost of work for which escalation is applicable:

$$W = N$$

- (iii) Components for materials (except cement, reinforcement bars, structural steel, POL) labour, etc. shall be pre-determined for every work and incorporated in the conditions of contract attached to the tender papers included in Schedule 'F'. The decision of the Engineer-in-Charge in working out such percentage shall be binding on the contractors.
- (iv) The compensation for escalation for other materials shall be worked as per the formula given below:-

Adjustment for civil component / electrical component of construction 'Materials'

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

- Vm = Variation in material cost i.e. increase or decrease in the amount in rupees to be paid or recovered.
- W = Cost of Work done worked out as indicated in sub-para (ii) of Clause 10CC.
- Xm = Component of 'materials' (except cement, structural steel, reinforcement bars POL) expressed as percent of the total value of work.
- MI = All India Wholesale Price Index for civil component/electrical component* of construction material as worked out on the basis of All India Wholesale Price Index for Individual Commodities/ Group Items for the period under consideration as published by Economic Advisor to Govt. of India, Ministry of Industry & Commerce and applying weightages to the Individual Commodities/Group Items. (In respect of the justified period extended under the provisions of clause 5 of the contract without any action under clause 2, the index prevailing at the time of updated stipulated date of completion considering the effect of extra work (extra time to be calculated on prorata basis only as cost of extra work x stipulated period/tendered cost, shall be considered up to updated stipulated date of completion as calculated on prorata basis does not cover full calendar month then indices will be considered or restricted to previous month.
- MI₀ = All India Wholesale Price Index for civil component/electrical component* of construction material as worked out on the basis of All India Wholesale Price Index for Individual Commodities/Group Items valid on the last stipulated date of receipt of tender including extension, if any, as published by the Economic Advisor to Govt. of India, Ministry of Industry & Commerce and applying weightages to the Individual Commodities/ Group Items.

*Note: relevant component only will be applicable.

- (v) The following principles shall be followed while working out the indices mentioned in para (iv), above.
- (a) The compensation for escalation shall be worked out at quarterly intervals and shall be with respect to the cost of work done as per bills paid during the three calendar months of the said quarter. The dates of preparation of bills as finally entered in the Measurement Book by the Assistant Engineer/ date of submission of bill finally by the contractor to the department in case of computerized measurement books shall be the guiding factor to decide the bills relevant to the quarterly interval. The first such payment shall be made at the end of three months after the month (excluding the month in which tender was accepted) and thereafter at three months' interval. At the time of completion of the work, the last period for payment might become less than 3 months, depending on the actual date of completion.
- (b) The index (MI/FI etc.) relevant to any quarter/period for which such compensation is paid shall be the arithmetical average of the indices relevant to the three calendar months. If the period up to date of completion after the quarter covered by the last such installment of payment, is less than three months, the index MI and FI shall be the average of the indices for the months falling within that period.

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

$$VL = W \times \frac{Y}{100} \times \frac{LI - LI_0}{LI_0}$$

- VL : Variation in labour cost i.e. amount of increase or decrease in rupees to be paid or recovered.
- W : Value of work done, worked out as indicated in sub-para (ii) above.
- Y : Component of labour expressed as a percentage of the total value of the work.
- LI : Minimum wage in rupees of an unskilled adult male mazdoor, fixed under any law, statutory rule or order as applicable on the last date of the quarter previous to the one under consideration. (In respect of the justified period extended under the provisions of clause 5 of the contract without any action under clause 2, the minimum wage prevailing on the last date of quarter previous to the quarter pertaining to updated stipulated date of Completion covering the effect of extra work (extra time to be calculated on pro-rata basis only as cost of extra work x stipulated period/tender cost, shall be considered.) If updated stipulated date of completion as calculated on pro-rata basis does not cover full calendar month then indices will be considered or restricted to previous month.
- LI₀ : Minimum wage in rupees of an unskilled adult male mazdoor, fixed under any law, statutory rule or order as on the last stipulated date of receipt of tender including extension, if any.
- (vii) The following principles will be followed while working out the compensation as per sub-para (vi) above.
- The minimum wage of an unskilled Mazdoor mentioned in sub-para (vi) above shall be the higher of the wage notified by Government of India, Ministry of Labour and that notified by the local administration both relevant to the place of work and the period of reckoning.
 - The escalation for labour also shall be paid at the same quarterly intervals when escalation due to increase in cost of materials is paid under this clause. If such revision of minimum wages takes place during any such quarterly intervals, the escalation compensation shall be payable at revised rates only for work done in subsequent quarters;
 - Irrespective of variations in minimum wages of any category of labour, for the purpose of this clause, the variation in the rate for an unskilled Mazdoor alone shall form the basis for working out the escalation compensation payable on the labour component.

(viii) In the event the price of materials and/or wages of labour required for execution of the work decrease/s, there shall be a downward adjustment of the cost of work so that such price of materials and/or wages of labour shall be deductible from the cost of work under this contract and in this regard the formula herein before stated under this Clause 10CC shall mutatis mutandis apply, provided that:

- (a) no such adjustment for the decrease in the price of materials and/or wages of labour aforementioned shall be made in case of contracts in which the stipulated period of completion of the work is equal to or less than the time as specified in Schedule 'F'.
- (b) the Engineer-in-Charge shall otherwise be entitled to lay down the procedure by which the provision of this sub-clause shall be implemented from time to time and the decision of the Engineer-in-Charge in this behalf shall be final and binding on the contractor.

(ix) Provided always that:-

- (a) Where provisions of clause 10CC are applicable, provisions of clause 10C will not be applicable.
- (b) Where provisions of clause 10CC are not applicable, provisions of clause 10C will become applicable.

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

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

Clause 10 D

Dismantled Material Govt. Property

The contractor shall treat all materials obtained during dismantling of a structure, excavation of the site for a work, etc. as Government's property and such materials shall be disposed off to the best advantage of Government according to the instructions in writing issued by the Engineer-in-Charge

Clause 11

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

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

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

Clause 12

Deviations/ Variations Extent and Pricing

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

The completion cost of any agreement for works including works of upgradation, aesthetic, special repair, addition/ alteration should not exceed 1.25 times of Tendered amount. Any further deviation beyond this limit upto 1.5 times of tendered amount shall be approved by the authority mentioned in schedule 'F' with recorded reason and in exceptional case, ADG shall have full power to approve the deviation beyond 1.50 times of tendered amount with recorded reason and take suitable corrective action.

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

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

Deviation, Extra Items and Pricing

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

Deviation, deviated Quantities, Pricing

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

In the case of contract items, which exceed the limits laid down in schedule F, the contractor shall be paid rates at Agreement rate/Market rate whichever is lower.

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

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

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

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

Clause 13

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

If at any time after acceptance of the tender or during the progress of work, the purpose or object for which the work is being done changes due to any supervening cause and as a result of which the work has to be abandoned or reduced in scope the Engineer-in-Charge shall give notice in writing to that effect to the contractor stating the decision as well as the cause for such decision and the contractor shall act accordingly in the matter. The contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.

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

- (i) Any expenditure incurred on preliminary site work, e.g. temporary access roads, temporary labour huts, staff quarters and site office; storage accommodation and water storage tanks.
- (ii) Government shall have the option to take over contractor's materials or any part thereof either brought to site or of which the contractor is legally bound to accept delivery from suppliers (for incorporation in or incidental to the work) provided, however Government shall be bound to take over the materials or such portions thereof as the contractor does not desire to retain. For materials taken over or to be taken over by Government, cost of such materials as detailed by Engineer-in- Charge shall be paid. The cost shall, however, take into account purchase price, cost of transportation and deterioration or damage which may have been caused to materials whilst in the custody of the contractor.

- (iii) Reasonable compensation for transfer of T & P from site to contractor's permanent stores or to his other works, whichever is less. If T & P are not transported to either of the said places, no cost of transportation shall be payable.
- (iv) Reasonable compensation for repatriation of contractor's site staff and imported labour to the extent necessary.

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

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

In the event of action being taken under Clause 13 to reduce the scope of work, the contractor may furnish fresh Performance Guarantee on the same conditions, in the same manner and at the same rate for the balance tendered amount and initially valid up to the extended date of completion or stipulated date of completion if no extension has been granted plus minimum 60 days beyond that. Wherever such a fresh Performance Guarantee is furnished by the contractor the Engineer-in-Charge may return the previous Performance Guarantee.

Clause 14

If contractor:

- (i) At any time makes default during currency of work or does not execute any part of the work with due diligence and continues to do so even after a notice in writing of 7 working days in this respect from the Engineer-in-Charge; or
- (ii) Commits default in complying with any of the terms and conditions of the contract and does not remedy it or takes effective steps to remedy it within 7 working days even after a notice in writing is given in that behalf by the Engineer-in-Charge; or
Fails to complete the work(s) or items of work with individual dates of completion, on or before the date(s) so determined, and does not complete them within the period specified in the notice given in writing in that behalf by the Engineer-in-Charge.
- (iii) The Engineer- in-Charge without invoking action under clause 3 may, without prejudice to any other right or remedy against the contractor which have either accrued or accrue thereafter to Government, by a notice in writing to take the part work / part incomplete work of any item(s) out of his hands and shall have powers to :
 - (a) Take possession of the site and any materials, constructional plant, implements, stores, etc., thereon; and/or
 - (b) Carry out the part work / part incomplete work of any item(s) by any means at the risk and cost of the contractor.

Carrying out part work at risk & cost of contractor

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

In determining the amount, credit shall be given to the contractor with the value of work done in all respect in the same manner and at the same rate as if it had been carried out by the original contractor under the terms of his contract, the value of contractor's materials taken over and incorporated in the work and use of plant and machinery belonging to the contractor.

The certificate of the Engineer-in-Charge as to the value of work done shall be final and conclusive against the contractor provided always that action under this clause shall only be taken after giving notice in writing to the contractor. Provided also that if the expenses incurred by the department are less than the amount payable to the contractor at his agreement rates, the difference shall not be payable to the contractor.

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

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

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

Clause 15

Suspension of Work

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

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

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

Clause 16

Action in case Work not done as per Specifications

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

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

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

Clause 17

Contractor Liable for Damages, defects during defect liability Period

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

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

Clause 18

Contractor to Supply Tools & Plants etc.

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

Clause 18A

Recovery of Compensation paid to Workmen

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

Clause 18B

Ensuring Payment and Amenities to Workers if Contractor fails

In every case in which by virtue of the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, and of the Contract Labour (Regulation and Abolition) Central Rules, 1971, Government is obliged to pay any amounts of wages to a workman employed by the contractor in execution of the works, or to incur any expenditure in providing welfare and health amenities required to be provided under the above said Act and the rules under 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, Government will recover from the contractor, the amount of wages so paid or the amount of expenditure so incurred; and without prejudice to the rights of the Government under sub-section(2) of Section 20, and sub-section (4) of Section 21, of the Contract Labour (Regulation and Abolition) Act, 1970, Government shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by Government to the contractor whether

under this contract or otherwise Government shall not be bound to contest any claim made against it under sub-section (1) of Section 20, sub-section (4) of Section 21, of the said Act, except on the written request of the contractor and upon his giving to the Government full security for all costs for which Government might become liable in contesting such claim.

Clause 19

Labour Laws to be complied by the Contractor

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

The contractor shall also comply with provisions of the Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979. The contractor shall also abide by the provisions of the Child Labour (Prohibition and Regulation) Act, 1986.

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

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

Clause 19A

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

Clause 19B

Payment of Wages

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

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

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

- (v) The contractor shall comply with the provisions of the 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 there under from time to time.
- (vi) The contractor shall indemnify and keep indemnified Government against payments to be made under and for the observance of the laws aforesaid and the C.P.W.D. Contractor's Labour Regulations without prejudice to his right to claim indemnity from his sub-contractors.
- (vii) The laws aforesaid shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of this contract.
- (viii) Whatever is the minimum wage for the time being, or if the wage payable is higher than such wage, such wage shall be paid by the contractor to the workmen directly without the intervention of Jamadar and that Jamadar shall not be entitled to deduct or recover any amount from the minimum wage payable to the workmen as and by way of commission or otherwise.
- (ix) The contractor shall ensure that no amount by way of commission or otherwise is deducted or recovered by the Jamadar from the wage of workmen.

Clause 19C

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

Clause 19D

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

- (1) the number of labourers employed by him on the work,
- (2) their working hours,

- (3) the wages paid to them,
- (4) the accidents that occurred during the said for night 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 Government, a sum as decided by the authority mentioned in Schedule F for each default or materially incorrect statement. The decision of the Divisional Officer shall be final in deducting from any bill due to the contractor, the amount levied as fine and be binding on the contractor.

Clause 19E

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

Clause 19F

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

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

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

Clause 19G

In the event of the contractor(s) committing a default or breach of any of the provisions of the Central Public Works Department, Contractor's Labour Regulations and Model Rules for the protection of health and sanitary arrangements for the workers as amended from

time to time or furnishing any information or submitting or 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 Government a sum as decided by the authority mentioned in Schedule F 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 percent 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 as per 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 19H

The contractor(s) shall at his/their own cost arrange appropriate accommodation for his/ their labour employed which should have proper doors windows, ventilation, water supply, drainage, & sanitary installation etc.

Clause 19I

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

Clause 19J

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

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

Clause 19K

Employment of skilled/semi skilled workers

The contractor shall, at all stages of work, deploy skilled/semi skilled tradesmen who are qualified and possess certificate in particular trade from CPWD Training Institute/Industrial Training Institute/ National Institute of construction Management and Research (NICMAR)/ National Academy of Construction, CIDC or any similar reputed and recognized Institute managed/ certified by State/Central Government. The number of such qualified tradesmen shall not be less than 20% of total skilled/semi skilled workers required in each trade at any stage of work. The contractor shall submit number of man days required in respect of each trade, its scheduling and the list of qualified tradesmen 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 specified in schedule 'F' 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.

For work costing more than Rs. 10 Crores, and upto Rs. 50 Crores, the contractor shall arrange on site training as per National Skill Development Corporation (NSDC) norms for at least 20% of the unskilled workers engaged in the project in co-ordination with the CPWD Regional Training Institute & National Skill Development Corporation (NSDC) for certification at the level of skilled/semi skilled tradesmen.

For work costing more than Rs. 50 Crores, the contractor shall arrange on site training as per National Skill Development Corporation (NSDC) norms for at least 30% of the unskilled worker engaged in the project in coordination with the CPWD Regional Training Institute & National Skill Development Corporation (NSDC) for certification at the level of skilled/semi skilled tradesmen. The cost of such training as stated above shall be born by the Government. The necessary space and workers shall be provided by the contractor and no claim what so ever shall be entertained.

Clause 19L

Contribution of EPF and ESI

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

verification of deployment labour will be done through biometric attendance system or any other suitable method by the Engineer in Charge. The applicable and eligible amount of EPF & ESI shall be reimbursed preferably within 7 days but not later than 30 days of submission of documentary proof of payment provided same are in order.

Clause 20

Minimum Wages Act to be Complied With

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

Clause 21

Work not to be sublet. Action in case of insolvency

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

Clause 22

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

Clause 23

Changes in firm's Constitution to be Intimated

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

Clause 24

Life Cycle cost

The contractor shall be responsible for safety, quality and soundness of the buildings including structural elements beyond maintenance period. The contractor shall have obligation to rectify such defects minimum up to 5 (five) years from the date of completion of work. The defects have to be rectified within a reasonable time not exceeding forty five days after issue of notice by Engineer-in-Charge. If contractor does not take corrective action within 45 days, then action for debarring of the agency shall be taken by the appropriate authority.

Clause 25

Settlement of Disputes & Arbitration

Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications, design, drawings and instructions here-in before mentioned and as to the quality of workmanship or materials used on the work or as to any other

question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter:

- (i) If the contractor considers any work demanded of him to be outside the requirements of the contract, or disputes any drawings, record or decision given in writing by the Engineer-in-Charge or if the Engineer in Charge considers any act or decision of the contractor on any matter in connection with or arising out of the contract or carrying out of the work, to be unacceptable and is disputed, such party shall promptly within 15 days of the arising of the disputes request the Chief Engineer/ CPM, or where there is no Chief Engineer/CPM, the Additional Director General/Special Director General who shall refer the disputes to Dispute Redressal Committee (DRC) within 15 days along with a list of disputes with amounts claimed if any in respect of each such dispute. The Dispute Redressal Committee (DRC) give its decision within a period of 60 days extendable by 30 days by consent of both the parties from the receipt of reference. The constitution of Dispute Redressal Committee (DRC) shall be as indicated in Schedule 'F'. Provided that no party shall be represented before the Dispute Redressal Committee by an advocate/legal counsel etc.

The DRC will submit its decision to the concerned for acceptance. ADG/SDG in a time limit of 30 days from receipt of DRC decision will convey acceptance or otherwise on the said decision if the Dispute Redressal Committee (DRC) fails to give its decision within the aforesaid period or the ADG/SDG fails to give his acceptance in the aforesaid time limit or any party is dissatisfied with the decision of Dispute Redressal Committee then either party may within a period of 30 days from the receipt of the decision of Dispute Redressal Committee or on expiry of aforesaid the time limits available may give notice to the Chief Engineer/CPM, NCBS, in charge of the work or if there be no Chief Engineer/ CPM, the Additional Director General /Special Director General of the concerned region of NCBS or if there be no Additional Director General/ Special Director General, the Director General, NCBS for appointment of arbitrator on prescribed proforma as per Appendix XVII under intimation to the other party.

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

The CE/CPM/ADG/ SDG shall in such case appoint the sole arbitrator or one of the three arbitrators as the case may be within 30 days of receipt of such a request and refer such disputes to arbitration. Wherever the Arbitral Tribunal consists of three Arbitrators, the contractor shall appoint one arbitrator within 30 days of making request for arbitration or of receipt of request by Engineer-in-charge to CE/ADG/SDG /DG for appointment of arbitrator, as the case may be, and two appointed arbitrators shall appoint the third arbitrator who shall act as the Presiding Arbitrator. In the event of

- (a) A party fails to appoint the second Arbitrator, or
- (b) The two appointed Arbitrators fail to appoint the Presiding Arbitrator, then the Director General, CPWD shall appoint the second or Presiding Arbitrator as the case may be.

- (ii) Disputes or difference shall be referred for adjudication through arbitration by a Tribunal having sole arbitrator where claimed amount is Rs. 20 Crore or less. Where claimed Value is more than Rs. 20 Crore, Tribunal shall consist of three Arbitrators as above. The requirements of the Arbitration and Conciliation Act, 1996 (26 of 1996) and any further statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall be applicable.

It is a term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed, if any, in respect of each such dispute along with the notice for appointment of arbitrator and giving reference to the decision of the ADG/ SDG on the finding / recommendation of DRC.

It is also a term of this contract that member(s) of the Arbitration Tribunal shall be a Graduate Engineer with experience in handling public works engineering contracts, and further he shall have earlier worked at a level not lower than Chief Engineer/ equivalent (i.e. Joint Secretary level of Government of India). This shall be treated as a mandatory qualification to be appointed as arbitrator.

Parties, before or at the time of appointment of Arbitral Tribunal may agree in writing for fast track arbitration as per the Arbitration and Conciliation Act, 1996 (26 of 1996) as amended in 2015.

Subject to provision in the Arbitration and Conciliation Act, 1996 (26 of 1996) as amended in 2015 whereby the counter claims if any can be directly filed before the arbitrator without any requirement of reference by the appointing authority. 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 fees payable to arbitral tribunal shall be as approved by DG, CPWD, OM issued vide no.2/2006/SE(TLC)/CSQ /137 dated 19-11-2019 (or its latest amendment as approved by DG, CPWD). This fee shall be shared equally by parties.

The place of arbitration shall be as mentioned in Schedule F. In case there is no mention of place of arbitration, the arbitral tribunal shall determine the place of arbitration.

The venue of the arbitration shall be such place as may be fixed by the Arbitral Tribunal in consultation with both the parties. Failing any such agreement, then the Arbitral Tribunal shall decide the venue.

Clause 26

Contractor to indemnify Govt. against Patent Rights

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

Clause 27

Lumpsum Provisions in Tender

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

Clause 28

Action where no Specifications are Specified

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

Clause 29

Withholding and lien in respect of sum due from Contractor

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

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

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

Clause 29A

Lien in respect of claims in other Contracts

Any sum of money due and payable to the contractor (including the security deposit returnable to him) under the contract may be withheld or retained by way of lien by the Engineer-in-Charge or the Government or any other contracting person or persons through Engineer-in-Charge against any claim of the Engineer-in-Charge or Government or such other person or persons in respect of payment of a sum of money arising out of or under any other contract made by the contractor with the Engineer-in-Charge or the Government or with such other person or persons. It is an agreed term of the contract that the sum of money so withheld or retained under this clause by the Engineer-in-Charge or the Government will be kept withheld or retained as such by the Engineer-in-Charge or the Government or till his claim arising out of the same contract or any other contract is either mutually settled or 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 30

Water for Works

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

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

Clause 31

Hire of Plant & Machinery

The contractor shall arrange at his own expense all tools, plant, machinery and equipment (hereinafter referred to as T&P) required for execution of the work

**Employment of
Technical Staff and
employees**

Clause 32

Contractors Superintendence, Supervision, Technical Staff & Employees

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

The contractor shall immediately after receiving letter of acceptance of the tender and before commencement of the work, intimate in writing to the Engineer-in-Charge, the name(s), qualifications, experience, age, address(s) and other particulars along with certificates, of the principal technical representative to be in charge of the work and other technical representative(s) who will be supervising the work. Minimum requirement of such technical representative(s) and their qualifications and experience shall not be lower than specified in Schedule 'F'. Even if the contractor (or partner(s) in case of firm/ company) is himself / herself an Engineer, it is necessary on the part of the contractor to employ principal technical representative / technical representative (s) as per stipulation in Schedule 'F'

The Engineer-in-Charge shall within 3 days of receipt of such communication intimate in writing his approval or otherwise of such a representative(s) to the contractor. Any such approval may at any time be withdrawn and in case of such withdrawal, the contractor shall appoint another such representative(s) according to the provisions of this clause. Decision of the tender accepting authority shall be final and binding on the contractor in this respect. Such a principal technical representative and other technical representative(s) shall be appointed by the contractor soon after receipt of the approval from Engineer-in-charge and shall be available at site before start of work.

All the provisions applicable to the principal technical representative under the Clause will also be applicable to other technical representative(s). The principal technical representative and other technical representative(s) shall be present at the site of work for supervision at all times when any construction activity is in progress and also present himself/themselves, as required, to the Engineer-in-Charge and/or his designated representative to take instructions. Instructions given to the principal technical representative or other technical representative(s) shall be deemed to have the same force as if these have been given to the contractor. The principal technical representative and other technical representative(s) shall be actually available at site fully during all stages of execution of work, during recording/checking/test checking of measurements of works and whenever so required by the Engineer-in-Charge and shall also note down instructions conveyed by the Engineer-in-Charge or his designated representative(s) in the site order book and shall affix his/their signature in token of noting down the instructions and in token of acceptance of measurements/checked measurements/ test checked measurements. The representative(s) shall not look after any other work. Substitutes, duly approved by Engineer-in-Charge of the work in similar manner as aforesaid shall be provided in event of absence of any of the representative(s) by more than two days.

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

and binding on the contractor. Further if the contractor fails to appoint suitable technical Principal technical representative and/or other technical representative(s) and if such appointed persons are not effectively present or are absent by more than two days without duly approved substitute or do not discharge their responsibilities satisfactorily, the Engineer-in-Charge shall have full powers to suspend the execution of the work until such date as suitable other technical representative(s) is/are appointed and the contractor shall be held responsible for the delay so caused to the work. The contractor shall submit a certificate of employment of the technical representative(s) (in the form of copy of Form-16 or CPF deduction issued to the Engineers employed by him) along with every on account bill/ final bill and shall produce evidence if at any time so required by the Engineer-in-Charge.

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

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

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

Clause 33

Levy/Taxes payable by Contractor

- (i) GST, Building and other Construction Workers Welfare Cess or any other tax, levy or Cess in respect of input for or output by this contract shall be payable by the contractor and Government shall not entertain any claim whatsoever in this respect except as provided under Clause 38
- (ii) The contractor shall deposit royalty and obtain necessary permit for supply of the red bajri, stone, kankar, etc. from local authorities.

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

Clause 34

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

- (i) All tendered rates shall be inclusive of any tax, levy or cess applicable on last stipulated date of receipt of tender including extension if any. No adjustment i.e. increase or decrease shall be made for any variation in the rate of GST, Building and Other Construction Workers Welfare Cess or any tax, levy or cess applicable on inputs.

However, effect of variation in rates of GST or Building and Other Construction Workers Welfare Cess or imposition or repeal of any other tax, levy or cess applicable on output of the works contract shall be adjusted on either side, increase or decrease.

Provided further that for Building and Other Construction Workers Welfare Cess or any tax (other than GST), levy or cess varied or imposed after the last date of receipt of tender including extension if any, any increase shall be reimbursed to the contractor only if the contractor necessarily and properly pays such increased amount of taxes/levies/cess.

Provided further that such increase including GST shall not be made in the extended period of contract for which the contractor alone is responsible for delay as determined by authority for extension of time under Clause 5 in Schedule F.

- (ii) The contractor shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary and shall allow inspection of the same by a duly authorized representative of the Government and/or the Engineer-in-Charge and shall also furnish such other information/document as the Engineer-in-Charge may require from time to time.
- (iii) The contractor shall, within a period of 30 days of the imposition of any such further tax or levy or cess, or variation or repeal of such 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 35

Termination of Contract on death of contractor

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

Clause 36

If relative working in CPWD then the contractor not allowed to tender

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

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

Clause 37

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

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

**Theoretical
consumption of
Material**

Clause 38

- (i) After completion of the work and also at any intermediate stage in the event of Non reconciliation of materials issued theoretical quantity of materials used in the work shall be calculated on the basis and method given hereunder:-
- (a) Quantity of cement & bitumen shall be calculated on the basis of quantity of cement & bitumen required for different items of work as shown in the Schedule of Rates mentioned in Schedule 'F'. In case any item is executed for which standard constants for the consumption of cement or bitumen are not available in the above mentioned schedule/statement or cannot be derived from the same shall be calculated on the basis of standard formula to be laid down by the Engineer-in-Charge.
 - (b) Theoretical quantity of steel reinforcement or structural steel sections shall be taken as the quantity required as per design or as authorized by Engineer-in-Charge, including authorized lappings, chairs etc. plus 3% wastage due to cutting into pieces, such theoretical quantity being determined and compared with the actual, each diameter wise, section wise and category wise separately.
 - (c) Theoretical quantity of G.I. & C.I. or other pipes, conduits, wires and cables, pig lead and G.I./M.S. sheets shall be taken as quantity actually required and measured plus 5% for wastage due to cutting into pieces (except in the case of G.I./M.S. sheets it shall be 10%), such determination & comparison being made diameter wise & category wise.
 - (d) For any other material as per actual requirements.
- Over the theoretical quantities of materials so computed a variation shall be allowed as specified in Schedule 'F' for non scheduled items, the decision of the Superintending Engineer CE regarding theoretical quantities of materials which should have been actually used, shall be final and binding on the contractor.
- (ii) The said action under this clause is without prejudice to the right of the Government to take action against the contractor under any other conditions of contract for not doing the work according to the prescribed specifications.

Clause 39

**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.2,00,000/-- and by the next higher officer 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. (Air Raid Precaution) 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 40

Apprentices Act provisions to be complied with

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

Clause 41

Release of Security deposit after labour clearance

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

Note :- In case of any discrepancies between Hindi and English version, English version will prevail.

