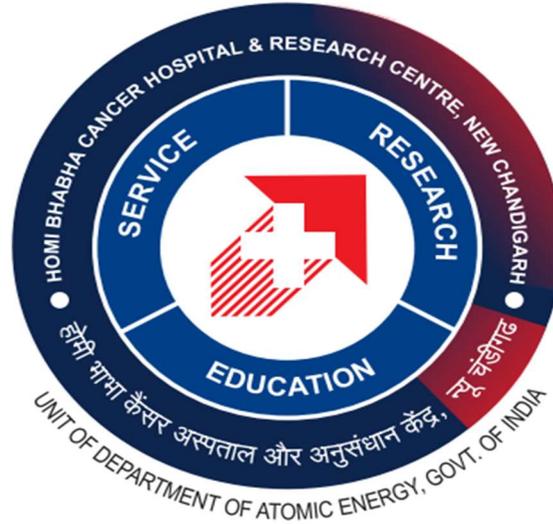


**TATA MEMORIAL CENTRE
A GRANT-IN-AID INSTITUTE UNDER DEPARTMENT OF ATOMIC ENERGY,
GOVERNMENT OF INDIA**

**HOMI BHABHA CANCER HOSPITAL & RESEARCH CENTRE, NEW
CHANDIGARH, MOHALI, PUNJAB**

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Website – <https://tmc.gov.in>



NOTICE INVITING TENDER

Sub : Supply, Installation, testing & Commissioning of G+1 Bed Lift in Store building along with Providing & Laying of power Cable with accessories at HBCH & RC, New Chandigarh.

NIT No. : TMC/HBCH&RC/New Chandigarh/Store Lifts/2025-26/e-NIT/51

Date: 01/11/2025.

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NOTICE INVITING TENDER

PART A : Special Instructions and Information's to Bidders for submission of Tenders

- 1) The OIC Engineer , TMC on behalf of Director, TMC invites two bid tender for the following work from the contractors having adequate experienced and capabilities to execute such magnitude of similar works.

Name of work	Estimated cost	Period of completion
Supply, Installation, testing & Commissioning of G+1 Bed Lift in Store building along with Providing & Laying of power Cable with accessories at HBCH & RC, New Chandigarh.	₹18,25,927/ plus applicable GST	03 Months (including monsoon period)

- 2) The Tender is required to be submitted on line in two parts as follows:

A)	Part I – Technical Bid	1	a) Annual Income Tax return filed with I.T. Department. b) Class of Registration of appropriate organization c) Certificate of Registration for GST d) TIN, EPFO, ESIC, BOCW Welfare Board registration certificate, etc. e) PAN Card (Permanent Account Number) f) Annual turnover of latest five year ending in March 2022 duly certified by Chartered Accountant. g) Profit & Loss statement certified by CA h) Latest Bank Solvency Certificate
		2	List of similar works carried during past 7 years with performance certificate, work order copies, etc.
		3	List of works in Hand indicating : i) Agency ii) Value of work iii) Stipulated time of completion iv) Present position
		4	Undertaking that the eligible similar work(s) have not been executed through another contractor on back to back basis.
		5	List of Plant & Machinery & Technical Staff
		6	Earnest Money Deposit should be submitted along with Technical Bid in the form of Demand Draft, Pay order, F. D. receipt - of the State Bank of India or Scheduled bank in Favour of Accounts officer, Tata Memorial Centre, payable at Chandigarh / Sangrur. 50% of EMD can be submitted in the form of Bank Guarantee from Scheduled/Nationalized bank, valid for 6 months from the last date of submission of tender including extension, if any. Cheques will not be accepted.
		7	Drawings, if any
		8	Date wise execution program
		9	Undertaking for having gone through the documents as per Technical Bid
		10	Undertaking for downloaded the pre-bid clarifications
			(Scanned copy of original certificates to be uploaded)

B)	Part II – Financial Bid / Price Bid	1	Item rate Tender The rates quoted should be inclusive of all taxes but excluding GST.
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- 3) The intending bidders must read all the tender documents. They should only submit bids if he considers himself eligible and he is possession of all documents required.
- 4) The information and instruction for bidders posted on website shall form part of the bid document.
- 5) The processing fees / tender cost shall not be refunded irrespective of qualified or disqualified bidder.
- 6) Submission of the tender documents after the due date and time (including extended period) shall not be permitted. The agencies shall submit their bids well in advance before the due date and time to avoid any network/communication problems. The date and time as displayed on website will be final and no correspondence in this regard shall be entertained.
- 7) The agency should have full-fledged office / work shop in Chandigarh/Mohali/ Delhi.
- 8) The sub-contracting, sub-letting, joint venture is not permitted.**

GUIDELINES FOR E-TENDERING:-

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. 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>

1. REGISTRATION

1) 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.

2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.

3) 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.

4) 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.

5) 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.

6) 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.

2. SEARCHING FOR TENDER DOCUMENTS

1) 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.

2) 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.

3) 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.

3. PREPARATION OF BIDS

1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.

2) 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.

3) 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.

4) 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 “My Space” 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.

4. SUBMISSION OF BIDS

1) Bids shall be submitted online only at CPPP website : <https://eprocure.gov.in/eprocure/app>

2) 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.

3) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.

4) Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.

5) Bidder should prepare the EMD as per the instructions specified in the tender document. 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.

6) 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.

7) 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 SKY BLUE 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.

8) Tenderers are advised to upload their documents well in advance, to avoid last minutes rush on the server or complications in uploading. TMC, in any case, shall not be held responsible for any type of difficulties during uploading the documents including server and technical problems whatsoever.

9) Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

10) 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.

11) Submission of the tender documents after the due date and time (including extended period) shall not be permitted.

12) 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.

13) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

14) 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.

15) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

16) 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.

5. 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 / support-eproc@nic.in / contact NIC officials at 022- 25487480.

3) All bidders who have logged in (Not Guest Login) with their respective credentials in NIC & have downloaded Tender(s), must click on the **FAVOURITE button**, so that the tenders will move into their **FAVOURITES ZONE**, to get the uploaded corrigendum intimation from website.

ADDITIONAL INSTRUCTIONS

If any information furnished by the tenderer is found incorrect at a later stage, he shall be liable to be debarred from tendering/taking up of work in TMC. TMC reserves the right to use in-house information to verify the particulars furnished by the tenderer and assess the capability of the tenderer independently.

TMC shall not be responsible for any cost or expenses incurred by the tenderer in connection with the preparation or delivery of bids, including costs and expenses related with visits to the work site.

Please note that to enter TMC premises; photo-identity (passport, driving license, voter's I-card, employer's I-card etc.) is a must.

The acceptance of a tender will rest with Director TMC, who does not bind himself to accept the lowest tender and reserves to himself the authority to reject any or all the tenders received without assignment of reason. Also, he reserves to himself the right to accept the whole or any part of the tender and the tenderer shall be bound to perform the same at the rate quoted.

PART B : NOTICE INVITING TENDER DETAILS

1	NIT No.:- TMC/HBCH&RC/New Chandigarh/Store Lifts/2025-26/e-NIT/51 Date: 01/11/2025..
2	Name of Work: Supply, Installation, testing & Commissioning of G+1 Bed Lift in Store building along with Providing & Laying of power Cable with accessories at HBCH & RC, New Chandigarh
3	Estimated cost: ₹18,25,927/ plus applicable GST
4	<p>EMD of ₹/36,519-(Rupees Thirty Six Thousands Five Hundreds Nineteen only) to be submitted in form of Demand Draft / Pay Order / Banker's cheque /Fixed Deposit Receipt (FDR), issued by a Scheduled Bank drawn in favor of Accounts Officer, Tata Memorial Centre, payable at Chandigarh / Sangrur. However, the bidder can submit the 50% of EMD or 20,00,000/- whichever is less in the form of specified the above and Balance amount can be submitted in the form of Bank Guarantee from Scheduled/Nationalized bank, valid for 6 months from the last date of submission of tender including extension, if any.</p> <p>Note:</p> <ul style="list-style-type: none"> i. Bank Guarantee not strictly in accordance with prescribed format shall not be Accepted ii. EMD in the form of cheque will not be accepted iii. The Security Deposit/Performance Guarantee shall be endorsed in favored of Accounts officer, Tata Memorial Centre, payable at Chandigarh / Sangrur.
5	Tender Processing fees: NIL
6	Completion Period: One year (including monsoon period if any)
7	Security Deposit: 2.5% of tendered value
8	Performance Guarantee: 5 % of tendered value
9	Date of Publish : 01/11/2025 (17:30 Hrs) website on CPPP site https://eprocure.gov.in/eprocure/app
10	Document Download / Sale Start Date : 01/11/2025 (17:30 hrs) website on CPPP site https://eprocure.gov.in/eprocure/app
11	Document Download / Sale End Date : Up to 22/11/2025 (18:55 hrs.)

12	<p>Date of Pre-Bid meeting:</p> <p>1) The queries from the bidders who have purchased the tender documents and received only before the above mentioned date and time shall be replied online by TMC to bidders and uploaded on website https://eprocure.gov.in/eprocure/app.</p> <p>2) Pre bid meeting with individual bidder shall be held on 04/11/2025, 1100 hrs to 1300 hrs. at Service Block, Engineering Dept., Plot No-1, HBCH&RC, Mullanpur, New Chandigarh, Punjab-140901.</p>
13	<p>Validity Of Tender: 180 days from the date of opening of Technical Bid. If any bidder withdraws his bid before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the bid which are not acceptable to the department, then The Director, TMC shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid. Further the bidders shall not be allowed to participate in there bidding process of the work.</p>
14	<p>Online Bid submission start date : From 06/11/2025 (1300 Hrs)</p>
15	<p>Online Bid submission end date : Upto 22/11/2025 (1855 hrs.)</p>
16	<p>Submission of receipt of original (hard copies) DD, FDR & BG towards tender fees, Processing fees, & EMD etc. On or before 25/11/2025 (1100 hrs.) at Service Block, Engineering Dept., Plot No-1, HBCH&RC, Mullanpur, New Chandigarh, Punjab-140901.</p>
16	<p>Online opening of Part I i.e. Technical Bid: 25/11/2025 (1130 hrs.) at Service Block, Engineering Dept., Plot No-1, HBCH&RC, Mullanpur, New Chandigarh, Punjab-140901.</p>
17	<p>Online opening of Part II i.e. Financial Bids of technical qualified bidders: Will be notified later.</p>

The Director / OIC Engineering, HBCH&RC, Chandigarh (TMC), reserves the right to accept the work in full or in part or reject the tender in full or in part without assigning any reason thereof.

Sd/-
OIC, Engineering
HBCH&RC, Chandigarh
Tata Memorial Centre

PART C : TENDER REQUIREMENT FOR ELIGIBILITY

1) Contractors who fulfill the following requirements shall ONLY be eligible to apply. (Joint ventures, sub-letting and sub-contacting are not accepted).

Should have satisfactorily completed similar nature of works of following magnitude in the last 07 years ending previous day of last date of submission of tender. Temporary / semi permanents nature of works will not be considered for qualification

i. 03 similar nature of works each costing not less than ₹7,30,371/-.

Or

ii. 02 similar nature of work each costing not less than ₹10,95,556/-.

Or

iii. 01 similar nature of work costing not less than ₹ 14,60,742/-.

Important Note :

Similar work shall mean: SITC of passenger/ goods lift of minimum G+1 of above mentioned values.

Cost of work shall mean gross value of the completed work including the cost of materials supplied by the Client, but excluding those supplied free of cost. The value of executed works shall be brought to the current costing level by enhancing the actual value of work at a simple rate of 7% per annum; calculated from the date of completion to the last date of receipt of applications for tender.

Should have had average annual financial turnover of not less than ₹ 9,12,964/- during the immediate last 03 consecutive financial years ending 31st March, 2025.

Should not have incurred any loss in more than 02 years during the last 5 years ending 31st March, 2025.

Should have a bank solvency of not less than ₹7,30,371/- Lakhs- at current date.

- 2 List of **works in hand** & List of **similar works carried out** by them for last **5 years** indicating i) Agency for whom executed, ii) Value of work, iii) Completion time as stipulated and actual, or present position of the work.
- 3 **List of construction plant, machinery, equipment's, accessories & infrastructure facilities** possessed by the agency to complete the work in time
- 4 **List of technical staff** they possess and proposed to deploy for the work
- 5 **Short listing of the agencies shall be subject to thorough verification of their credentials and inspection of works carried out by them, through a Technical Evaluation Committee of experts, constituted by TMC, if required. The performance report from the executing authority shall also be considered for short listing.**
- 6 **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 TMC.

7 **UNDERTAKING as under:-**

I/We undertake and confirm that eligible similar works(s) has/have not been got executed through another contractor on back to back basis. Further that, if such a violation comes to the notice of Department, then I/we shall be debarred for bidding in TMC in future forever. Also, if such a violation comes to the notice of Department before date of start of work, the Engineer- in-Charge shall be free to forfeit the entire amount of Earnest Money Deposit / Performance Guarantee. (Scanned copy of the undertaking duly signed & sealed on letter head of the bidder to be uploaded at the time of submission of bid).

- 8 The applicant may furnish any additional information which they think necessary to establish their capabilities to successfully complete the envisaged work. No information shall be entertained after last date of online submission of tenders unless it is called by the competent authority.

If any information furnished by the applicant is found incorrect at a later stage, they shall be liable to be debarred from tendering /taking up of work in TMC. TMC reserves the right to verify the particulars furnished by the applicant independently and reject any application without assigning any reason and to restrict the list of pre-qualified agencies to any number deemed suitable in case too many applications are received satisfying the laid down Pre-qualification criteria.

OIC, Engineer
HBCH& RC New Chandigarh
Tata Memorial Centre

TENDER

I / We have read and examined the Notice Inviting Tender, Salient Governing Features of the Tender / Work including Schedules A, B, C, D, E & F, **Specifications Books**, Drawings and Designs, General Rules & Directions, General Clauses of Contract, Special Clauses of Contract & other documents and rules referred to in the **Conditions and Clauses of Contract** and all other contents in the tender documents for the work.

I / We, hereby tender for the execution of the work specified for the Director, TMC within the time specified in Schedule "F", viz., Schedule of Quantities and in accordance in all respects with the specifications, designs, drawings and instructions in writing referred to in Rule 1 of General Rules & Directions and in Clause - 11 of the General Clauses of Contract and with such materials as are provided for, by, and in respects in accordance with, such conditions so far as applicable.

We agree to keep the tender open for **One Hundred Eighty (180) days** from the date of opening of Technical Bids.

A sum of ₹36,519/- has been deposited in fixed deposit receipt of scheduled bank / demand draft of a scheduled bank / **as earnest money**. If I / we, fail to furnish the prescribed performance guarantee within prescribed period, I / we agree that the said Director, TMC or his successors in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Further, if I / we fail to commence work as specified, I / we agree that Director, TMC or his successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said earnest money and the performance guarantee absolutely, otherwise the said earnest money shall be retained by him towards security deposit to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered, up to maximum of the percentage mentioned in Schedule "F" those in excess of that limit at the rates to be determined in accordance with the provision contained in Clause 12.2 and 12.3 of the tender form. Further, I / We agree that in case of forfeiture of earnest money or both Earnest Money & Performance Guarantee as aforesaid, I/We shall be debarred for participation in the re-tendering process of the work.

I / We undertake and confirm that eligible similar work(s) has/ have not been got executed through another contractor on back to back basis. Further that, if such a violation comes to the notice of Department, then I/we shall be debarred for tendering in TMC in future forever. Also, if such a violation comes to the notice of Department before date of start of work, the Engineer-in-Charge shall be free to forfeit the entire amount of Earnest Money Deposit/Performance Guarantee.

I / We hereby declare that I / We shall treat the tender documents, drawings and other records connected with the work as secret / confidential documents and shall not communicate information derived there-from to any person other than a person to whom I / We am / are authorized to communicate the same or use the information in any manner prejudicial to the safety of the State.

Signature of Contractor

Postal Address

Dated

Witness

Address

Occupation

LIST OF DOCUMENTS TO BE SCANNED & UPLOADED

1	<ul style="list-style-type: none"> i. Annual Income Tax return filed with I.T. Department. ii. Certificate of Registration for GST. iii. TIN, EPFO, ESIC, BOCW Welfare Board registration certificate, etc. iv. PAN Card (Permanent Account Number) v. Annual turnover of latest five year ending in March 2022 duly certified by Chartered Accountant. vi. Profit & Loss statement certified by CA vii. Latest Bank Solvency Certificate
2	<p>List of similar works carried during past 5 years with performance certificate, work order copies, letter of transmittal (section III), etc.</p> <p>Note: Only the works mentioned in the letter of transmittal will be considered for evaluation of technical bid.</p>
3	<p>List of works in Hand indicating:</p> <ul style="list-style-type: none"> i) Agency ii) Value of work iii) Stipulated time of completion iv) Present position
4	List of Plant & Machinery & Technical Staff
5	Earnest Money Deposit should be in the form of Demand Draft, Pay order, F. D. receipt.
6	Drawings, if any
7	Date wise execution program
8	Undertaking for having gone through the documents as per Technical Bid
9	Undertaking for downloaded the Pre-bid clarifications issued by the Department after close of sale of tenders as indicated in the Technical Bid (if any).
11	(Scanned copy of original certificates to be uploaded)

SECTION-I

SCOPE OF THE WORK

General scope: This section indicates the technical requirements for **Supply, Installation, testing & Commissioning of G+1 Bed Lift in Store building along with Providing & Laying of power Cable with accessories at HBCH & RC, New Chandigarh.**

1. Salient details of the work for which qualification applications are invited are as under:

Name of work	Estimated cost	Period of contract
Supply, Installation, testing & Commissioning of G+1 Bed Lift in Store building along with Providing & Laying of power Cable with accessories at HBCH & RC, New Chandigarh	₹18,25,927/- plus applicable GST	03 Months (Including Monsoon Period)

2. The proposed works is to be carried out at Homi Bhabha Cancer Hospital & Reserch Centre, New Chandigarh, Punjab.
3. Presently existing Hospital are running. Precaution has to be taken by the selected contractor during execution of works so that it does not affect the daily function/s of the Hospital and without causing inconvenience to the patients / relatives residing there.
4. Work shall be executed according to the Tender Conditions of Contract for this Project.
5. All original spare parts/ material to be used.
6. Agency should submit their scope of work in their letter head complying tender conditions.
7. The bidder may visit the site for complete evaluation of the project before submitting the bid with due permission from TMC.

SECTION-II

INFORMATION & INSTRUCTIONS FOR APPLICANTS

General:

Letter of transmittal and forms for qualification are given in Section III.

All information called for in the enclosed forms should be furnished against the relevant columns in the forms. If for any reasons, information is furnished on a separate sheet, this fact should be mentioned against the relevant column. Even if no information is to be provided in a column a “nil” or “no such case” entry should be mentioned against the relevant column. If any particulars / query is not applicable in case of applicant, it should be stated as “not applicable”. The applicants are cautioned that not giving completed called for in the application forms or not giving it clear terms or making any change in the prescribed forms or deliberately suppressing the information may result in the applicant being summarily disqualified. Applications made by telegram or fax and those received late will not be entertained.

The application should be type-written. The applicant should sign each page of the application along with enclosures with rubber stamp before submitting the tender.

Overwriting should be avoided. Correction, if any, should be made by neatly crossing out, initiating, dating and numbered. Additional sheets, if any, added by the Contractor, should also be numbered by him. They should be submitted as a package with signed letter of transmittal.

References, information and certificates from the respective Clients certifying suitability, technical knowhow or capability of the applicant should be signed by an officer not below the rank of Executive Engineer / Project Manager or equivalent.

The applicant may furnish any additional information which he thinks is necessary to establish his capabilities to successfully complete the envisaged work. He is however, advised not to furnish after submission of prequalification document unless it is called for by the Centre.

Any information furnished by the applicant found to be incorrect either immediately or at later date, would render him liable to be debarred from the tendering / taking up of work in Tata Memorial Centre.

The qualification document in prescribed form duly completed and signed should be submitted in a sealed cover. The sealed cover super scribed qualification document shall be received by the offices of the Chief Engineer or his authorized representative as per the date and time mentioned above. Documents submitted in connection with qualification will be treated confidential and will not be returned.

Prospective applicants may request clarification of the project requirements and qualification document. Any clarification given by the Employer will be forwarded to all those who have purchased the qualification document. No request for clarification will be considered after 2nd day from the last issue date of the qualification document.

Definitions :

In this document the following words and expressions have meaning hereby assigned to them.

Employer : Means the Director, Tata Memorial Centre, acting through the Chief Engineer, Tata Memorial Centre.

Applicant : Means the individual, proprietary firm, firm in partnership, limited company, private or

public or corporation.

Architect : Means Architect / Consultant appointed by TMC

“Year” means “Financial Year” unless stated otherwise.

Method of Application:

If the applicant is an individual, the application shall be signed by him above his full typewritten name and current address.

If the applicant is a proprietary firm, the application shall be signed by the proprietor above his full typewritten name and the full name of his firm with its current address.

If the applicant is a firm in partnership, the application shall be signed by all the partners of the firm above their full typewritten names and current addresses or alternatively by a partner holding power of attorney for the firm. In the later case a certified copy of the power of attorney should accompany the application. In both cases a certified copy of the partnership deed and current address of all the partners of the firm should accompany the application.

If the applicant is a limited company or a corporation, the application shall be signed by a duly authorized person holding power of attorney for signing the application accompanied by a copy of the Power of Attorney. The application should also furnish a copy of the Memorandum of Articles of Association duly attested by a Public Notary.

4.0 FINAL DECISION MAKING AUTHORITY:

The Employer reserves the right to accept or reject any application and to annul the qualification process and reject all applications at any time, without assigning any reason or incurring any liability to the applicants.

5.0 PARTICULARS PROVISIONAL:

The particulars of the work given in Section I are provisional. They are liable to change and must be considered only as advance information to assist the applicant.

6.0 SITE VISIT :

The applicant is advised to visit the site work, at his own cost and examine it and its surrounding to himself collect all information that he considers necessary for proper assessment of the prospective assignment.

INITIAL CRITERIA FOR ELIGIBILITY FOR PRE-QUALIFICATION

In case of registered company, it should be registered for taking up Electrical (MEP) related works.

Even though an applicant may satisfy the above requirements, he would be liable to disqualification if he has :

- a) Made misleading or false representation or deliberately suppressed the information in the form statements and enclosures required in the prequalification document.
- b) Record of poor performance such as abandoning work, not properly completing the contract, or financial failures / weaknesses etc.

The applicant should have own equipments as per list required for the proper and timely execution of his work. Else, he should certify that he would be able to manage the equipment by hiring etc. and

submit the list of firms from whom he proposes to hire.

The applicant's performance for each work completed in the last seven years and in hand should be certified by an Officer not below the rank of Executive Engineer or equivalent and should be obtained in sealed cover.

The applicant should have sufficient number of Technical and Administrative employees for the proper execution of the contract. The applicant should submit list of well qualified and experienced Engineers and Supervisors stating clearly how those would be deployed for execution of works.

In case of registered company, it should be registered for taking up Electrical related works.

7.8 TMC reserves the right to reject the applications of the agencies who are not fulfilling the NIT stipulations and / or having adverse report on the works carried out by them in the past.

EVALUATION CRITERIA

For the purpose of qualification, bidder will be evaluated in following manner :

The initial criteria prescribed in Para 7.1 to 7.2 above in respect of experience of similar class of works completed, financial turnover etc. will first be scrutinized and the bidders eligibility for qualification for the work be determined.

Even though an applicant may satisfy the above requirements, he would be liable to disqualification if he has :

- a) Made misleading or false representation or deliberately suppressed the information in the form statements and enclosures required in the eligibility document.
- b) Record of poor performance such as abandoning work, not properly completing the contract, or financial failures / weaknesses etc.

9.0 FINANCIAL INFORMATION:

Applicant should furnish the following financial information:

Annual financial statement for the last 5 years [in Form "A"] & Solvency Certificate [Form "B"].

EXPERIENCE IN COMPOSITE WORKS HIGHLIGHTING EXPERIENCE IN SIMILARWORKS :

Applicant should furnish the following:

- a) List of all works of similar class successfully completed during the last seven years **"in Letter of Transmittal – Section III"**.
- b) List of the projects under execution of or awarded [in Form "D"].
- c) Information in [Form "D"] should be completed and no work should be left out.

Particulars of completed works and performance of the applicant duly authenticated / certified by an officer not below the rank of Executive Engineer or equivalent should be furnished separately for each work completed or in progress [in Form "E"].

ORGANIZATION INFORMATION :

Applicant is required to submit the following information in respect of his organization [in Forms “F” & “G”].

- a) Name and Postal Address, i/c Telephone & Fax Numbers, E-mail ID etc.
- b) Copies of original documents defining the legal status, place of registration and principal places of business.
- c) Names & title of Directors and Officers to be concerned with the work, with designation of individuals authorized to act for the organization.
- d) Information on any litigation in which the applicant was involved during the last five years, including any current litigation.
- e) Authorization for employer to seek detailed references.
- f) Number of Technical & Administrative Employees in parent company, subsidiary company and how these would be involved in this work [in Form “G”].

12.0 EQUIPMENT:

Applicant should furnish the list of equipment likely to be used in carrying out the work [in Form “H”]. Details of any other equipment required for the work [not included in Form “H”] and available with the applicant may also be indicated.

13.0 LETTER OF TRANSMITTAL:

The applicant should submit the letter of transmittal attached with tender document.

14.0 AWARD CRITERIA:

The employer reserves the right, without being liable for any damages or obligation to inform the applicant to:

- a) Amend the scope and value of contract to the applicant.
- b) Reject any or all the applications without assigning any reasons.

Any effort on the part of the applicant or his agent to exercise influence or to pressurize the employer would result in rejection of his application. Canvassing of any kind is prohibited.

SECTION-III - FORMATS

LETTER OF TRANSMITTAL

Ref : TMC/HBCH&RC/New Chandigarh/Store Lifts/2025-26/e-NIT/51 Date: 01/11/2025.

To
The OIC Engineering
(HBCH&RC, New Chandigarh)
Tata Memorial Centre,

Subject : Supply, Installation, testing & Commissioning of G+1 Bed Lift in Store building along with Providing & Laying of power Cable with accessories at HBCH & RC, New Chandigarh.

Sir,

Having examined the details given in qualification Press-Notice and qualification document for the above work, I / we hereby submit the qualification document and other relevant information.

- 1) I / We hereby certify that all the statements made and information supplied in the enclosed forms A to H and accompanying statement are true and correct.
- 2) I / We have furnished all information and details necessary for qualification and have no further pertinent information to supply.
- 3) I / We submit the requisite certified solvency certificate and authorize the Chief Engineer, Tata Memorial Centre, to approach individuals, employers, firms and corporation to verify our competence and general reputation.
- 4) **I / We proposing following works in support of our qualification for the subject works.**

Sr. No.	Name of Work	Client Details	Date of Completion	Final cost of works
1				
2				
3				

Signature of Applicant [s]

Enclosures:

Seal of Applicant
Date of submission

FORM “A”

Financial Information

- 1) Financial Analysis – Details to be furnished duly supported by figures in balance sheet / profit & loss Account for the last five years duly certified by the Chartered Accountant, as submitted by the applicant to the Income Tax Department [Copies to be attached].

Particulars	Financial Year				
	2020-21	2021-22	2022-23	2023-24	2024-25
i) Gross Annual turnover on Construction work					
ii) Profit / Loss					
iii) Certified by					

- 2) Financial arrangements for carrying out the proposed work.
- 3) The following certificates are enclosed :
- a) Profit & Loss account certificate by CA & as submitted to Income Tax Department
 - b) Current Income Tax Clearance Certificate.
 - c) Solvency Certificate from Bankers of Applicant in the Form B.

Signature of Chartered Accountant with seal

Signature of Bidder [s]

FORM "B"

FORM OF BANKERS' CERTIFICATE FROM A SCHEDULED BANK

This is to certify that to the best of our knowledge and information that M/s. / Shri.
_____ having marginally noted address, a customer of our
bank are / is respectable and can be treated as good for any engagement up to a limit of
Rs. [Rupees _____]

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

[Signature]
For the Bank

NOTE

- 1) Bankers certificates should be on letter head of the Bank, sealed in cover addressed to tendering authority.
- 2) In case of partnership firm, certificate should include name of all partners as recorded with the Bank.

FORM “E”

PERFORMANCE REPORT OF WORKS REFERRED TO IN FORM “C” & “D”

- 1) Name of work / Project & Location :
- 2) Agreement No. :
- 3) Estimated cost :
- 4) Tendered cost :
- 5) Date of start :
- 6) Date of completion
 - a) Stipulated date of completion :
 - b) Actual date of completion :
- 7) Amount of compensation levied, for delayed completion if any. :
- 8) Amount of reduced rate items, if any :
- 9) Performance Report
 - a) Quality of work : Outstanding/Very Good /Good /Poor
 - b) Financial Soundness : Outstanding/Very Good /Good /Poor
 - c) Technical Proficiency : Outstanding/Very Good /Good /Poor
 - d) Resourcefulness : Outstanding/Very Good /Good /Poor
 - e) General behavior : Outstanding/Very Good /Good /Poor

Executive Engineer or Equivalent or Client

Dated :

Note : Performance Certificate from Consultant will not be considered.

FORM "F"

STRUCTURE & ORGANIZATION

- 1) Name & Address of the applicant :
- 2) Telephone No. / Fax No./E-mail ID :
- 3) Legal Status of the applicant :
[attach copies of the original document
defining the legal status]
 - a) An individual
 - b) An proprietary firm
 - c) A firm in partnership
 - d) A limited company or corporation
- 4) Particulars of Registration with various Govt. Bodies
[attach attested Photocopy]. :
Organization / Place of Registration Registration No.
 - a)
 - b)
 - c)
- 5) Names and Titles of Directors & Officers with designation
to be concerned with this work.
- 6) Designation of individuals authorized to act for the organization. :
- 7) Was the applicant ever required to suspend construction :
for a period of more than six months continuously after you
commenced the construction ? If so, give the name of the
project and reasons of suspension of work.
- 8) Has the applicant, or any constituent partner in case of :
partnership firm, ever abandoned the awarded work before its
completion? If so, give name of the project and reasons
of abandonment.
- 9) Has the applicant, or any constituent partner in case of :
partnership firm, ever been debarred/black listed for
tendering in any organization at any time? If so, give details.
- 10) Has the applicant, or any constituent partner in case of :
partnership firm, ever been convicted by a court of law ?
If so, give details.
- 11) In which field of Mech. Engineering construction the applicant :
has specialization and interest ?.
- 12) Any other information considered necessary not included above :

Signature of Applicant (s)

FORM – H

FORM "H"										
Details of Construction Plant and Equipment likely to be used in carrying out this work										
Sr. No.	Name of the equipment	Nos.	Capacity of type	Age	Condition	Ownership Status			Current Location	Remarks
						Presently Owned	Leased	To be purchased		
1										
2										
3										
4										
5										
6										
7										
8										
9										
10										
									Signature of Applicant [s]	

FORM – “I”

CERTIFICATE OF DECLARATION CONFIRMING THE KNOWLEDGE OF SITE CONDITIONS

We.....
..... hereby declare and confirm that we have visited the project site under the subject
namely.....
.....and acquired full knowledge and
information about the site conditions, wage structure, industrial climate and total work involved. We
further confirm that the above information is true and correct and we will not raise any claim of any
nature due to lack of knowledge of site condition.

Date :

**(Signature of Tenderer)
With Stamp**

* Bidders to type above matter, fill the required details and duly sign & stamp copy to be uploaded on e-Portal.

FORM – “J”

Details of court cases pending against Tenderer

Certified that following court cases are pending against Tenderer unit as per the details here under-

Certified that following court cases are pending against Tenderer unit as per the details here under-

Sr. No.	Name of employer	Details of work Undertaken	Contract period		Contract no.	Name of court
			From	To		
1						
2						
3						
4						

It is also certified that, in addition to above, M/s

have never been debarred/prohibited for execution of any work with any office/unit of TMC.

Date :

(Signature of Tenderer)
With Stamp

SPECIAL CONDITIONS OF CONTRACT

1. Before submitting the quote agency should visit HBCH&RC, New Chandigarh Punjab to inspect the site in presence of EIC, Electrical and confirm via email that they have visited the site and understood the nature of work and shall complete the work as per terms & conditions mentioned in tender document.

Vendor should submit the undertaking as per below format.

SITE INSPECTION

This is to certify that Shri. _____ of M/s. _____ has visited and inspected the site and understood the nature and scope of work under the subject work.

2. Vendor should ensure that they clean the site before winding up the work & also shift their tools / tackles, welding machine or any other material / equipment brought to the site for maintenance work.
This work schedule is to be followed for all week days i.e. from Monday to Saturday. On Sunday or Holiday agency can do the work full day / night with prior permission from Engineer-in-charge.
3. Vendor shall note that TMC will not pay any charges against overtime & vendor shall consider all additional charges due to evening / night works activities in their quote.
4. Any Civil Work require for fixing of lift or completion of the work in all respect shall be in the scope of vendor. Nothing extra shall be paid for this.
5. All hot jobs like welding / brazing to be carried out in presence of representative from Fire Dept of HBCH&RC-New Chandigarh.
6. Necessary Scaffolding if required to be arranged by the vendor at no cost to TMC. Necessary lifting / shifting & transporting is in vendor scope. Any civil opening (like core cutting for refrigerant piping) & finishing of the same is in vendor scope.
7. The agency should have a full fledged office / work shop and service set up in Punjab/ Chandigarh/ Delhi region/ NCR or nearby. Agency should submit list of employees and tools & tackles available at their Sangrur, Punjab office.
8. Agency has to arrange all tools & tackles required to complete the work, ladders, power extension board, halogen lights, etc.
9. Disposal of all civil debris, insulation scrap, etc generated while carrying out the work is in the scope of agency.
10. It is mandatory for each vendor to inspect the site before submitting their quote.
11. While execution of work, any damage to the existing finished work needs to be rectified and repaired by vendor to ensure the same has been finished as per earlier design. Else work will be carried out at the risk and cost of vendor, and repair amount will be recovered from the vendor bill.
12. All material lifting/shifting to be carried out through the staircase only. Proper care shall be taken to avoid any damage to the existing staircase finishes.
13. Electricity and water will be provided to the contractor free of cost, however, the arrangement for the same to be made by the contractor from a source point provided by the client.
14. Contractor shall take care of all his tools and material at the hospital premises and Client will not be responsible for any loss or damage to the contractor's assets.
15. Similar nature of Work carried out by the contractor, will be inspected by the TMC for the eligibility criteria.
16. Factory inspection of the material should be arranged by the contractor on his own cost.
- 17. No mobilization and Secured advance will be paid to contractor.**
- 18. Escalation bill not applicable.**

19. Following procedure will be followed for the billing.

20. Penalty Clause :-

- In case of repeated problems where the service personnel fail to diagnose the problem properly, fine will be imposed at the rate of Rs.450.00 per repeats.
- If complaints are not attended within 4 hours the fine will be imposed at the rate of Rs.200.00 per hour.
- If unsatisfactory performance is continued for more than two days as felt by Engineering Dept, HBCH&RC-Punjab and Contract is liable to be terminated and final decision for this shall rest with the Authorized person from TMC or HBCH&RC-Punjab.
- If the contractor is NOT able to locate and rectify the fault and the reasons attributable to non-performance of contractor as assessed by officials nominated by THM, the penalty clause is applicable as System remained non- functional for 4 hours or more.
- If contractor is not able to rectify the fault then the same may be got done through some other agency at the risk and cost of contractor failing which the same amount will be deducted from Running Bill and penalty as stipulated above will also be imposed. However, the decision of the Engineering Dept, HBCH&RC-Punjab in this regard shall be final and binding.
- In event of a break down immediate action must be taken to rectify the fault and restore the functioning of systems within reasonable time as considered by HBCH&RC-Punjab failing which penalty clause will be invoked.

21. All technicians, supervisor/ helper should have company I card.

22. **Payment Terms :-** Payment will be made against your invoice after satisfactory Services of each quarter, on submission of bill and certification by Engineer in charge.

Contractor will submit the computerized measurement sheets along with abstract.

- a. Concern Engineer with the contractor's Engineer/Supervisor will verify the measurements, Rate Analysis, Challans, etc. They will jointly correct the measurement sheets & abstract. Both will sign on the corrected sheets & abstract.
 - b. The corrected sheets & abstract will be returned to the contractor through the bill register. One photocopy will be retained by the concerned Engineer.
 - c. The contractor should submit the bill with corrected measurement sheets & abstract.
 - d. The concern engineer should check the bill with respect to the photocopies of corrected sheets & abstract (jointly signed) and forward the bill to EIC.
 - e. After signature of EIC, the concern clerk should generate BR number and forward the bill to Accounts dept. for payment.
 - f. At the end of day the dealing clerk should send e-mail to the contractor informing the BR numbers and date of forwarding the bills to Accounts dept.
 - g. With reference to the BR number, the contractor should take further follow up with Accounts Dept. for payment. The Accounts dept. is expected to release the payment within 15 days from the date of BR.
 - h. All the bills, measurement sheets, letter etc. must be submitted in Engineering dept. and acknowledgement should be taken on their office copy.
 - i. All payments under this contract shall be made in Indian Rupees only.
- **General**

The requirements under this Section shall be deemed to be general particulars & requirements related to

SITC and shall be applicable to all Sections, whether specifically mentioned or not. Work under this Contract shall be executed as mentioned in brief particulars of work and given in the Specifications and required at Site whether specifically shown or not.

- **Reference to other documents**

This Section shall be read in conjunction with the brief Particulars of work, Conditions of the Contract, Technical specifications of work, Drawings & Bill of quantities and any other document forming part of this Contract where the context so requires and as per EIC.

- **Civil & Associated Works**

The Contractor shall carry out all civil works including making of RCC/PCC foundations as recommended by the manufacturer of the various equipment's incorporated in the works. The Contractor shall make all openings in floors/ceilings/walls that are connected with the electrical works.

The Contractor shall repair and make good the damages caused by him to the civil structure while executing the Equipment Foundation Work.

All MS supporting structures like base frames etc that are required for the Equipment Foundation panels and equipment's shall be arranged by the contractor and the cost for providing the same are deemed to be included in the rate of the item. No extra payment shall be made on these accounts. The supporting structures that are required for proper installation and completion of the work though these may not be mentioned along with the item are listed below but not limited to :-

Electrical Panels and Equipment's,

The MS frames/supporting structure shall be duly painted with enamel painting of approved shades over 2 coats of suitable primer at no extra cost

All drawings for supporting MS framework etc shall be submitted for approval prior to fabrication of these items. The quantities indicated in the BOQ /Tender schedule are only provisional and payments will be made as per actual as ascertained by site measurements.

The electrical work associated with Equipment Works shall be carried out generally in accordance with the General Specifications for electrical works of Government and specification for Latest Electrical works of the Government for installations and buildings and shall comply in all respects with the requirements of the latest (Indian Electricity)IE Rules.

- **Co-Ordination with Other Agencies**

The Contractor shall co-ordinate with the other agencies that are working at the site and whose progress of work is interdependent on each other. The contractor shall take utmost care in ensuring that the work of the other agencies is not held up or damaged due to him. He will also ensure to maintain good relations with other agencies so that his work in turn does not suffer.

- **Regulations and Standards:**

The installation shall conform in all respects to relevant Indian Standard code of Practice, Indian Electricity Rules, Indian Electricity Act & any other code or regulation that govern such types of installations.

- **Approvals**

The Contractor shall prepare all drawings/documents that may be required for submission to the various statutory authorities for obtaining approvals for the installation. The Contractor shall follow up the same

and obtain the approval/s. All incidental costs for obtaining the same shall be borne by the Contractor. Only official fees in the Employers name shall be reimbursed against original receipts.

- **Inspection and Tests**

List of the vendors shall be communicated in advance. TMC along with consultant's representative will carry out the inspection of the works executed & under execution of the agencies forwarding to check quality, workmanship and performance. Based on inspection list of approved. Vendors will be founded for selection.

The Contractor shall carry out all tests at site in accordance with IE Rules and Regulations, ISI and any other norm that's that are necessary for such installations. All tests shall be witnessed by the TMC and the Consultant representative.

All testing instruments/ equipment's shall be arranged by the original manufacturer at no extra cost. Any costs for carrying out such tests/Inspections shall be borne by the Contractor.

The Contractor shall arrange for all tests as directed by the Consultant and TMC representative and shall follow up and pay all charges for the same.

- **Civil & HVAC Equipment Foundation Works**

All Civil & HVAC Equipment Foundation work under this contract shall be carried out strictly in conformity with the current rules and regulations of the local Electricity Authority, the Indian standards and with the directions of and to the entire satisfaction of the Engineer.

The works shall be carried out by an agency holding a valid Electrical Contractors license. Authorized persons shall also be employed for carrying out the work.

- **Material and Equipment:**

All material and equipment shall conform to the relevant standards and shall be of the approved make and design. Unless otherwise called for, only the best quality materials and equipment shall be used. The materials and equipment shall conform to relevant Indian Standards. The Contractor shall be responsible for the safe custody of all the materials and shall insure them against theft, damage by fire, earthquake etc. A list of items of materials and equipment, together with sample of each shall be submitted to the Engineer for approval. Any item which is proposed as a substitute, shall be accompanied by all technical detail giving sizes, particulars of materials and the manufacturer's name and shall be submitted for approval.

- **Makes**

Only makes of materials as per approved list of materials shall be brought to the site for incorporation in the works. Where no makes are specified, the Contractor shall furnish technical data, samples and other documentation for approval by the Engineer prior to incorporation in the work.

- **Test Certificates**

The contractor shall submit test certificates, in triplicate, for all the equipment's/ materials incorporated in the electrical work.

- **Instruction Manual:**

The contractor shall prepare and furnish in triplicate (One original plus two copies) of all instruction, operation and maintenance manuals in English for the use, operation and the maintenance of the supplied equipment and installations, and submit to the Engineer at the time of handing over.

- **Samples and Catalogues:**

Before ordering the material necessary for the installations of electric work the contractor shall submit to the Engineer for approval, technical data/catalogues for all equipment/materials prior to placement of orders.

Samples of small items like fasteners, suspension rods, etc shall be furnished along with technical data for approval by the Engineer. In case of rejection of samples contractor shall submit further samples until such samples are approved. The materials rejected shall be removed forthwith by the contractor off the site.

No approval given by the Engineer shall in any way exempt the contractor from a liability to carry out the work in accordance with the terms of the contract.

- **Drawings**

The Contractor shall prepare all shop/installation drawings for approval by the Engineer prior to taking up any work. The Contractor shall submit the required number of drawings as directed by the Engineer. All drawings shall be furnished in a scale of not less than 1:100. Drawings shall be either ammonia prints or original plots. Xerox copies of drawings are not acceptable.

- **As Built Drawings**

On completion of work and before issuance of certificate of completion the Contractor shall submit to the Engineer "As Built" drawing containing all details/corrections. 4 Sets (Four) of prints shall be furnished along with 2 CD's containing all the drawings and one set of reproducible tracings.

- **Safety of Materials:**

It shall be the Contractor's responsibility to store and safeguard the equipment/materials in a proper manner at his cost.

- **Site Staff**

The contractor shall employ adequate nos. of competent fully licensed qualified, full time engineers headed by a Project Engineer to direct the work of electrical installation in accordance with the drawings and specifications. The Project Engineer shall be available all times at site to receive instructions from the Engineer, in the day-to-day activities throughout the duration of contract. The Project Engineer shall correlate the progress of the work in conjunction with all the relevant requirements of the supply authority.

Work shall be carried out by skilled and licensed technicians in the best workman like manner. Any defect in the work or any changes in the design etc. shall be carried out by the contractor within tendered rates.

Adequate labor shall be employed by the contractor to ensure completion within stipulated time.

Safety Precautions

Competent and authorized engineers shall be deputed on the site supervising whenever the contractor's men are at works. The supervisor should ensure that all plants and machinery used on site are safe for working and needs with Indian or International safety standards applicable for the use and operation of such machinery.

Any hot jobs such as welding, soldering, gas cutting shall not be carried out without the permission of the Engineer-in-charge and firefighting equipment's.

It is entirely the responsibility of the contractor to practice the principles of 'Safety First during the entire tenure of work with adequate insurance covering injury or death to workmen, loss by theft or damage.

The contractor should clear the site of all debris every day to avoid accidents. In-case, this is not done, the employer may engage necessary labor to maintain the cleanliness of the work place and removal of debris and debit all the expenditure so incurred to the contractor.

23. GENERAL:

The following Special clauses of contract shall be read in conjunction with General clauses of contract. The same shall be considered as an extension and not limitation of the obligations of the contractor. In case of any discrepancy between Special clauses of contract and the General clauses of contract, these Special clauses shall take precedence over the General clauses of the Contract.

24. SITE INVESTIGATIONS:

The tenderers are advised to visit the site of work with prior permission of the Chief Engineer / Engineer-in-Charge or his authorized representative, to acquaint themselves as to the nature and location of the work, access to the site, the general and local conditions, particularly those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power and road, as also uncertainties of weather or similar physical conditions of the site, the formation and conditions of the ground, the character, quality and quantity of surface and sub-surfacematerials to be encountered, including subsoil water levels, the character of equipment and facilities needed preliminary to and during the progress of the work, and all other matters which can be, in any way, effect the work or the cost thereof under the contract.

25. SEQUENCE OF WORK: The contractor shall execute the CAMC work as per the sequence given by the Engineer-in-Charge from time to time/ ON BREAKDOWN so that all other items of the work to be executed by other agencies are completed progressively along with the main work. As HBCH-Sangrur is a running hospital, most of the works will have to be taken up in weekends & holidays and in the late working hours.

26. CO-OPERATION WITH OTHER CONTRACTORS: The contractor shall extend all facilities and give complete co-operation for the execution of various connected 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 Department to work in the same area during the construction stage of the work.

Since Electrical/ Air-conditioning/other agencies will have to carry out their works such as installations of conduits, junction boxes, wiring, distribution boxes, switches, fittings and fixtures etc. in a planned manner in stages which will be in relation to the status and progress of civil construction works, the civil contractor shall accept and take over the inventories of installations of Electrical/Air-conditioning/other agencies when their works are in part/full completion stage. The same inventory in the same condition will have to be handed over back to the electrical/air-conditioning/other agencies for carrying out their remaining works after the stage-wise completion of the civil works. During final handing over of the building(s) to the Department/Users, the civil contractor will again take over the installation/inventories of fittings and fixtures of electrical/air-conditioning/other agencies and will complete all his balance finishing works and hand over his works along with the installations of other agencies to the Department / Users.

The contractor shall afford all facilities:

- a. For the installation of embedded parts, sleeves with its accessories in slabs, beams and walls by the other agencies before the reinforcement is placed, necessary cut-outs in the shuttering will have to be provided by the civil contractor for this purpose for which no extra payment will be admissible.
- b. For the installation of various service lines in the walls, floors, slabs, ducts etc.
- c. For using approach road etc. by the other contractors.

No extra claims on account of facilities provided for carrying out the work mentioned above will be entertained.

27. **CO-ORDINATION:** The contractor will carry out the entire work in a planned manner by coordinating his work with other contractors, who will be simultaneously carrying out work in the same area and also co-ordinate in connection with the position of various fixtures, inserts, embedment's and other allied work connected with the completion of the building / subject work.

In case of any dispute between the contractors engaged on the same work, decision of Engineer-in-Charge shall be final and binding.

28. **OPERATIONS AND STORAGE AREAS:** All operations of the contractor shall be confined to areas authorized by the Engineer-in-Charge and storage of materials shall be over the areas specially indicated by the Engineer-in-Charge. Materials like sand and metal of different sizes shall be stored in properly constructed bins with hard floor to avoid inter mixing as well as mixing with objectionable materials. The contractor shall be obliged to keep the premises in hygienic conditions by proper drainages of the area provided with suitable approaches throughout the period of contract. He shall rectify all damages caused to the TMC property within the areas thus allotted. He shall be responsible to clear all rank, vegetation at site at his own cost.

29. **CONTRACTOR'S STORAGE AND SITE OFFICE:** The contractor will be solely responsible for watching or guarding his property and materials issued to him by the Department. Contractor shall cover all materials at site with requisite insurance against theft, larceny, dacoits, fire tempest and flood. He, however, will have to dismantle the shed and vacate the land after the receipt of due notice from the Engineer-in-Charge if the same is obstructing any work. TMC will not be responsible for any loss made through any of the above mentioned.

30. **TRAFFIC INTERFERENCE & INCONVENIENCE TO THE PUBLIC:** The contractor shall so conduct his operations as to interfere as little as possible with the traffic/public. When interference to traffic is inevitable, a notice of such interference shall be given to the Engineer-in-Charge well in advance (at least 2 days) at any stage, if it becomes necessary to divert the traffic, the contractor shall obtain permission from the local traffic authorities at his own expense. The Department will render reasonable assistance in the matter. The contractor shall take all precautionary and other measure, such as providing warning signals, temporary diversion etc. all as directed by the Engineer-in-Charge.

The contractor shall not deposit materials anywhere at work site which will seriously inconvenience the public. The Engineer-in-Charge may require the contractor to remove any materials which are considered to be a danger or inconvenience to the public or cause them to be removed at the contractor's cost

The contractor shall exercise full care to ensure that no damage is caused by him or his workmen, during the operation to the existing water supply and power lines. The cost of any such damage and risks arising out of this shall be entirely borne by the contractor.

31. **SPECIFICATIONS AND DRAWINGS :**

- a. The drawings furnished to the contractor for this work shall be interpreted by the use of given dimensions and nomenclature only and the drawings shall not be scaled. Drawings to a large scale shall have precedence over those to a smaller scale. Prior to the execution of the work , the contractor shall check all drawings, specifications and shall immediately report any error, discrepancy and / or omissions discovered therein to the Engineer-in-Charge and obtain

appropriate orders on the same. Any adjustment made by the contractor without prior approval of the Engineer in-Charge shall be at his own risk. Description of item in the schedule of quantities is brief and therefore, shall be read in conjunction with the relevant drawings and the specifications and the contractor's rate shall be deemed to be for such complete work unless otherwise specified by the contractor while tendering.

- b. In case any difference or discrepancy between the description in the schedule of quantities and the specifications, the schedule of quantities shall take precedence.

In case any difference or discrepancy between the description in the schedule of quantities and the drawing, the description in schedule of quantities shall take precedence. In case of any difference or discrepancy between drawing and specifications, the specifications shall take precedence.

32. **SAMPLES FOR MATERIALS:** Samples of all materials to be incorporated in the work shall be submitted to the Engineer-in-Charge/ Consulting Architect for his approval without any extra cost. The approved samples will be kept with Engineer-in-Charge till completion of the work. Materials not conforming strictly to the approved samples will be rejected.

Samples of various materials required for testing shall be provided free of charge by the contractor. Testing charges if any, including all other expenses required to be incurred for taking the samples, conveyance, packing etc., shall be borne by the contractor.

33. **TENDER RATES :**

The rates quoted by the tenderer in the schedule shall be inclusive of all taxes including Sales tax, Purchase tax, duties, royalty for excavation & use of building materials, labor cess and other statutory levies / taxes etc imposed by the Government or other public bodies from time to time **but exclusive GST**. The rates quoted shall also cover the cost of necessary protection including labor, materials and equipment to ensure safety and protection against risk or an accident, compensation for injury to life and damage to property if any, caused by the contractor's operations connected with this work. The rates shall be firm and shall not be subject to change due to variations during the entire period of execution of the work in cost of materials, labor and conditions, or any other conditions whatsoever the provisions contained in clause 10 C, 10 CA and 10 CC of General conditions of contract is not as applicable for this work.

The rates quoted by the tenderer shall also be inclusive of State Sales Tax on the transfer of property in goods involved in execution of works contract Act, 1985 (in other words WCT / Turn over Tax) which is to be paid by the tenderer to the government from time to time during the execution of the contract / works. No separate claim on this account will be entertained by the Department. Also no certificate(s) for exemption of Octroi / Entry tax shall be issued by the Department.

Unless otherwise stated in schedule of quantities, rates for item quoted by the tenderer should be for the complete work including supply and fixing with all materials and should be for all heights and depths, lifts and leads, lengths and widths involved in the work. The materials / plants / machinery brought from abroad may be as per ISO / International Standards & as per the instructions of EIC. Performance Guarantee / Warranty to be ensured along with insurance claims, etc. China make materials may please be avoided.

The contractor when called for by the Department should furnish detailed rate analysis in support of the rates quoted by him against each item of the tender. The Department reserves the right to utilize the analysis thus supplied in settling the rate of any deviations or claims arising in this contract. The overhead & profits shall be 15% on cost of material and labor.

34. **CLAIMS AGAINST THE CONTRACTOR :**

Whenever any claim against the contractor for the payment of a sum or money arises out of or under the contract, Department shall be entitled to recover such sum by appropriating in part or whole, the security deposit of the contractor and to sell any Government promissory notes etc. forming the whole or part of such security. In the event of the security deposit having been taken from the contractor, the balance or the total sum recoverable, as the case may be, shall be deducted from any sum then due or which at any time thereafter may become due from the contractor, under this or any other contract with the Department . Should this sum be not sufficient to cover the full amount recoverable, the contractor shall pay the Department, on demand the balance remaining due. Department shall have the right to cause an audit and technical examination of the work and the final bill of the contractor including all supporting vouchers, abstracts etc. to be made after payment of the final bill and if as a result of the due audit and technical examination any sum is found to have been over paid in respect of any work done by the contractor under the contract or any work claimed by him to have been done under the contract and found not have been executed, the contractor shall be liable to refund the amount of the over payment and it shall be lawful for the Department to recover the same from him in the manner prescribed above 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, amount of such under payment shall be duly paid by the Department to the contractor.

35. MODE OF MEASUREMENTS :

Measurements for all hidden items once taken jointly and so accepted by the tenderer in the bills, in writing shall be final and binding. No re-recording of measurements for hidden items of work will be permitted. The contractor shall get the bar bending approved and physically checked before pouring the concrete, preferably well in advance. As building drawings are signoff for the canceled works.

The contractor shall provide at his own cost suitable weighing and measuring arrangements at site for checking the weight / dimensions as may be necessary for execution of the work. All measuring tapes (of steel}, scaffolding and ladders which may be required for taking measurements shall be supplied by the contractor.

If the contractor fails to accompany the Engineer-in-Charge or his duly authorized person to take measurements, then he shall be bound by the measurements, recorded by the Engineer-in-Charge or his representative .

- 36. GOVERNMENT LABOR ACT :** The contractor has to follow strictly the Government labor Acts, which are and will be in force during the period of execution of work. All necessary arrangement for laborer's safety, insurance will have to be made by the contractor as per Municipal rules / contractor's labor regulations / Other Central or Local statutory body. The contractor shall adequately insure his laborers & the work. The contractor should take workmen compensation policy, contractor's all risk insurance(contract value plus contractor's tools & plants), third party insurance policies (five lacs per person for any one accident and twenty five lacs in respect of damage to property for any one accident)at his own cost and keep TMC indemnify all claims on account of his operations on site. All the insurance polices shall be from the first class Insurance Co. If the contractor fail to keep those insurance polices in force, TMC pay such premium/s from the dues of contractor and / or recover the cost from contractor.
- 37. URGENT-REPAIRS :** If by reason of any accident or failure or other event occurring to or in connection with the work or any part thereof either during the period of maintenance, any remedial or other work or repair shall in the opinion of the Engineer-in-Charge be urgently necessary for security and the contractor is unable or unwilling, at once, to do such work or repair, the Engineer-in-Charge may be his own or other workmen do such work or repair, as he may consider necessary. If the work or repair so done which in the opinion of the Engineer-in-Charge, the contractor was liable to do at his own expenses under the contract and all cost and charges properly incurred by the Engineer-in- Charge

in so doing shall on demand be paid by the contractor or may be deducted from any sum due or which may become due to the contractor provided always that the Engineer-in-Charge shall soon after the occurrence of any such emergency as may be reasonable, practicable, notify the contractor thereof in writing.

38. **SECURITY Regulations** :The contractors have to follow strictly the regulations of the Department at the work site regarding entry of personnel, material etc. and any other regulation that might be enforced from time to time. All materials and articles brought by the contractor to the work site shall have to be declared at the security gate. Similarly no materials shall be taken out from the Departmental premises without proper gate pass, which will be issued by the Engineer-in-Charge to the contractor on written request. It is to be noted that loading of contractor's materials in vehicles and trucks shall be done in the presence of Departmental personnel. The contractor's representative will have to escort the materials till the security check is over.

The contractors, suppliers, vendors, workers engaged in work/business will be issued with renewable entry permit to avoid unauthorized entry in the Departmental area/site on scrutiny of applications in prescribed form.

For working on Sundays, Holidays and late hours, even though permission will be accorded by the Engineer-in-Charge, the contractor will have to make application to the Security Department also and keep them informed well in advance.

The area where the proposed work is to be carried is residential/ non-residential area under the control of Security authorities of Department, entry to the site of work shall be through the main gate only. The contractors shall follow strictly the security regulations of the Department at site of work regarding entry of personnel, materials etc. and other regulations that might be enforced from time to time at the work site and also in the campus for smooth and efficient operation. The contractor, his agents, representatives, workmen etc. and his materials, carts, trucks or other means of transport etc. will be allowed to enter through and leave from such point of entry/exit at such times, the authorities in charge of the area, at their sole discretion, may permit.

The contractor, his agents and representatives are required to be in possession of the individual identity / muster cards or passes. The muster cards or passes are examined by the security staff at the time entry / exit inside the departmental area and also at any time or number of times within such area. The contractor will have to apply for entry/muster permits of likely number of labor to be engaged during the week for the workers and authorise their representatives to collect the entry permits for labor from the Departmental Security Authorities.

It will be the responsibility of the contractor to maintain the list of laborers permitted to work inside the premises in a register and the representative of contractor's labor will have to issue entry pass to each labor after making necessary entry in the registers.

The contractor, his agents, representatives, workmen shall strictly observe the orders pertaining to prevailing fire precautions.

In addition to the above, other security regulations as may be imposed by the Security authorities / Engineer-in-Charge shall be complied with / observed by the contractor and his workmen, in addition to the above.

Any breach of above security regulations and rules in force from time to time will be viewed seriously. No claim whatsoever will be entertained by the Department on account of the observation of the Security regulations.

39. **CONFIDENTIAL INFORMATION** : The drawings, specifications, proto-type, samples and such other information furnished to the contractor relating to the supply / work, sub-systems / equipment etc. are to be treated as confidential which shall be held by the contractor in confidence and shall not be divulged to any third party without the prior written consent of the Department. The contractor, therefore, binds himself, his successors, heirs, executors, administrators, employees and the permitted

assignees or such other persons or agents directly or indirectly concerned with the work / supply to the confidential nature of the drawings, specifications, proto-type samples etc. It is a further condition of the contract that the contractor shall not, without prior written permission from the Department, transmit, transfer, exchange, gift or communicate any such confidential information, and also the component, sub assembly, products, by-products etc. pursuant to the fabrication under taken by the contractor, to any third party.

- (a) **Patents and Patent Rights Indemnification :** All specifications, drawings, patents and such other relevant information furnished to the contractor by the Department shall be the property of the Department. If, during the process of execution of the contract, any improvement, refinement or technical changes and modifications are effected by the contractor, such changes shall not affect the title to the property of the Department and all the information, specifications, drawings etc. including the improvement / modifications, effected by the contractor shall continue to be the property of the Department. The Department shall also have the absolute right to assign, transfer, sublet, use and transmit all such information and details to the Department's consultants, agents and collaborators and the contractor shall not have any claim or rights whatsoever in respect of the Department's drawings, specifications, patents, prototypes etc. even where improvement, refinement, modifications etc. were effected by the contractor.

(b) **Endorsement to be made by the Contractor on Fabrication Drawings for the protection of Departments Interest :** "This design / drawing is the property of the Tata Memorial Centre and it must be returned with the tender / quotation or upon delivery of the materials / equipment and must not be used except with the permission of the owner".

40. Housekeeping at Site :

Daily & weekly cleaning schedule shall be strictly followed. Every weekend, the building, surroundings & the site as a whole shall be thoroughly clean. Dedicated adequate labor force shall be deployed to meet the cleaning schedule. Debris, etc shall be disposed off from the site every weekend. Accumulation of debris shall not be allowed in any case.

If the contractor fails to comply with cleaning schedule, the employer shall make its own arrangement to dispose off the debris at the risk & cost of the contractor. The expenses incurred to the employer for dispose off the debris, etc – shall be recovered from the outstanding payment of the contractor.

In this case the employer shall not be liable to give clarification / justification regarding amount of work, tools/plants/machine employed, reasonability of rates, etc for the expenses incurred in disposing off the debris, etc. Minimum cost for disposing of one load of truck (no quantity specific in a load) of debris, etc – including all tools & plants, labor, machinery, vehicle, etc is Rs.30,000/-. In such a situation the EIC is not liable to inform the contractor in advance. Inform the contractor in advance about its intention to initiate its action about making its own arrangement to dispose off the debris.

41. Cost of Laboratory & Field Test :

The contractor shall conduct the laboratory & field test for all the building materials as per the frequency mentioned in the tender and as and when asked by EIC. This includes load test, compaction test, etc for foundation, plinth filling, road sub grade, etc. The cost of all those test shall be borne by the Contractor.

42. Contractor should keep their supervisor with mobile phone and he will report every day to the Engineer in charge.

43. No go-down facility will be given to the contractor to store the material in the premises of TMC Complex.

44. Contractor should cover up the working area while carrying out the job with temporary partition, PVC sheets etc as and when required & as directed by EIC.
45. During continuance of the contract, the contractor and his sub contractors shall abide at all times by all existing labor enactment and rules made there under, regulations, notification and bye- laws of central or state government or local authority and any other labor law regulation,bye laws that may be passed or notification that may be issued under any labor law in future either by the state or central government or the local authority. The contractor shall keep the employer indemnified in case any action is taken against the Employer by the competent authority on account of compensation of any of the provisions of any act or rules made there under, regulations or notifications including amendments. If the employer is caused to pay or reimburse such amounts as may be necessary to cause or observe, or for non observance of the provisions stipulated in the notifications / bye laws / Acts / Rules / Regulations including amendments if any, on the part of the contractor the Employer shall have the right to deduct any amount due to the contractor.

The Employer shall have right to recover from the contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.

46. The Employees of the contractor in no case shall be treated as the employees of the employer at any point of time.
47. The contractor has to provide a distinct uniform and safety shoes to its workman different from the employees of the employer. The uniform shall be kept in neat, tidy and wearable condition.
48. Necessary safety measures for the operators deputed on site is responsibility of the contractor.
49. Contractor shall submit all the relevant documents regarding labor compliance along with the bills. The payment to the labor employed should be through bank only.
50. Contractor shall submit the sample copy of log book to be maintained by the operator along with the technical bid.
51. Contractor shall submit the detail scope of work / methodology indicating procedure of execution of subject work.
52. Required set of manpower mentioned in tender is as per present requirement and may be revised time to time with advance intimation.
53. In case of absenteeism of person suitable payment per shift basis will be deducted if substitute arrangement is not done.
54. Valid ID cards with signature of authorized person shall be issued to the person on duty and ID shall be displayed while on duty.

GENERAL CONDITION OF CONTRACT

The '**Contract**' means the documents forming the tender and acceptance thereof and the formal agreement executed between the Competent authority on behalf of the Director, T M C and the Contractor together with the documents referred to therein including these conditions, the specifications, designs, drawings and instructions issued from time to time by the Engineer-in-charge and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.

In the contract the following expression shall, unless the context otherwise requires, have the meanings hereby respectively assigned to them.

The expression '**Works**' or '**Work**' shall, unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent and whether original, altered, substituted or additional.

The '**Site**' shall mean the land or other places on, into or through which work is to be executed under the contract or any adjacent land, path or street through which work is to be executed under the contract or any adjacent land, path or street which may be allotted or used for the purpose of carrying out the contract.

The '**Contractor**' shall mean the individual, firm or company, whether incorporated or not, undertaking the works and shall include the legal personnel representative of such individual or the persons composing such firm or company or the successors of such firm or company and the permitted assignees of such individual, firm or company.

The '**President**' means the Director, TMC and his successors.

The '**Engineer-In-Charge**' means the Engineer / Officer, who shall supervise and be in charge of the work

'**Government**' or '**Government of India**' shall mean the **Director, TMC**.

'Temporary Work' means all temporary works of every kind required in or about the execution, completion and maintenance of the works.

'Accepting authority' shall mean the authority mentioned in Schedule "F".

Excepted Risk are risks due to riots (other than those on account of contractor's employees), war (whether declared or not) invasion, act of foreign enemies, hostilities, civil war, rebellion revolution, insurrection, military or usurped power, any acts of Government, damages from aircraft, acts of God, such as earthquake, lightening and unprecedented floods, and other causes over which the contractor has no control and accepted as such by the Accepting Authority or causes solely due to use or occupation by Government of the part of the works in respect of which a certificate of completion has been issued or a cause solely due to Government's faulty design of works.

Market Rate shall be the rate as decided by the Engineer-in-Charge on the basis of the cost of materials and labor at the site where the work is to be executed plus the percentage mentioned in Schedule 'F' to cover, all overheads and profits.

Schedule(s) referred to in these conditions shall mean the relevant schedule(s) annexed to the tender papers.

Department means any of its Unit (s) of TMC which invites tenders on behalf in Director, TMC in schedule "F".

District Specifications means the specifications followed by the State Government in the area where the work is to be executed.

Tendered value means the value of the entire work as stipulated in the letter of award.

Date of commencement of work –The date of commencement of work shall be the date of start as specified

in Schedule F or the 1st date of handing over of the site, whichever is later, in accordance with the phasing if any, as indicated in the tender document.

Scope and Performance: Where the context so requires, words imparting the singular only also include the plural and vice versa. Any reference to masculine gender shall whenever required include feminine gender and vice versa.

Headings to these General / Special Clauses of Contract shall not be deemed to form part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.

The contractor shall be furnished one certified copy of the contract documents standard specifications, Schedule of quantities and such other printed and published documents, together with all drawings as may be forming part of the tender papers. None of these documents shall be used for any purpose other than that of this contract.

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

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

Discrepancies and Adjustment of Errors: The several documents forming the Contract are to be taken as mutually explanatory of one another, detailed drawings being followed in preference to small scale drawing and figured dimensions in preference to scale and Special Clauses in preference to General Clauses.

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

- Description of Schedule of Quantities.
- Particular Specifications and Special Clauses, if any.
- Drawings.
- Departmental Specifications
- C.P.W.D. Specifications.
- Indian Standard Specifications of B.I.S.

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

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

Signing of Contract: The successful tenderer / contractor, on acceptance of his tender by the Accepting Authority, shall, within 15 days from the stipulated date of start of the work, sign the contract consisting of :

The notice inviting tender, all the documents including drawings, if any, forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.

Standard TMC Form as mentioned in Schedule 'F' consisting of :
Various standard clauses with corrections up to the date stipulated in Schedule 'F' along with annexure thereto.
Safety Code.
Model Rules for the protection of health, sanitary arrangements for workers employed by TMC or its contractors.

Contractor's Labor Regulations.

List of Acts and omissions for which fines can be imposed

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

CLAUSES OF CONTRACT

CLAUSE 1-A: Performance Guarantee:

(i) The contractor shall submit an irrevocable Performance Guarantee at specified percentage of the tendered amount as mentioned in Schedule 'E', 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 Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt or Bank Guarantee from any of the Commercial Banks. 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 submitted by the contractor on format as per GCC and shall be initially 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.

v) On substantial Completion of any work which has been completed to such an extent that the intended purpose of the work is met and ready to use, then a provisional Completion certificate shall be recorded by the Engineer-in-Charge. The provisional certificate shall have appended with a list of outstanding balance item of work that need to be completed in accordance with the provisions of the contract. This provisional completion certificate shall be recorded by the concerned Engineer-in-charge with the approval of Superintending Engineer /Project Manager / Chief Engineer/ Chief Project Manager, if required. After recording of the provisional Completion Certificate for the work by the competent authority, the 80 % of 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 40% of performance guarantee shall be returned to the contractor, without any interest after recording the provisional Completion certificate.

Clause 1A - Recovery of Security Deposit:

The person(s) whose tender 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 amount 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 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 year wise 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 Compensation for Delay:

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 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. 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.

Clause 3 When Contract can be Determined:

Subject to other provisions contained in this clause, the Engineer-in-Charge may, without prejudice to his any other rights or remedy against the contractor in respect of any delay, 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. (xii) When the contractor has made himself liable for action under any of the aforesaid cases (i) to (xi), 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 shall be conclusive evidence). If the revised tendered amount (worked out on the basis of quoted rate of individual items) contractor under the hand of the Engineer-in-Charge shall be conclusive evidence). Upon such determination, the Earnest Money Deposit, Security Deposit already recovered, Security deposit payable and 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 following time limits:

- (i) If the tendered value is up to Rs. 1 Crore : 15 days
- (ii) If the Tendered value of work is more than Rs. 1 Crore and up to Rs. 10 Crore : 21 days
- (iii) If the tendered value of work exceeds Rs. 10 Crore : 30 days Neither party shall claim any compensation for such eventuality. This clause is not applicable for any breach of the contract by either party.

Clause 4 Contractor liable to pay compensation even if action not taken under Clause 3:

In any case in which any of the powers conferred upon the Engineer-in-Charge by Clause 3 thereof, shall have become exercisable and the same are not exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any future case of default by the contractor and the liability of the 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 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 designs as specified in the Schedule 'F',

(i) 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 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 construction 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 or 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 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. E-in-C 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 6: Computerized Measurement Book (CMB)/ Electronic Measurement Book (EMB) through CPWD ERP portal: 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 (CMB) / Electronic Measurement Book (EMB) through CPWD ERP portal and Computerized Level Book (CLB) 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 executed 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/her authorized representative as per interval or program fixed in consultation with Engineer-in-Charge or his/her authorized representative. In case of CMB/CLB, after the necessary corrections made by the Engineer-in-Charge or his/her authorized representative, 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. In case of EMB, the contractor shall record measurement online on ERP Portal and shall raise RFI(Request for Inspection)online for checking the online measurements by the Engineerin-Charge or his/her authorised representative as per programme or interval fixed in consultation with Engineer-in-Charge and/or his/her authorised representative. If after verification by the Engineer-in-Charge and/or his/her authorised representative, any change is required, then Engineer-in-Charge and/or his/her authorised representative seeking the change shall return the online rejected measurements to the contractor for incorporating the changes. The contractor shall resubmit such measurements online after making necessary changes. All the changes are to be finally authorised by the Engineer-in-Charge and/or his/her authorised representative. Whenever bill is due for payment, in case of CMB, the contractor would initially submit draft computerized measurement sheets and these measurement(s) would be got checked/ test checked from the Engineer-in-Charge and/ or his/her authorized representative. The contractor will, thereafter, incorporate such changes as may be done during these checks/ test checks in his draft computerized measurement(s) and submit to the department a computerized measurement book, duly bound, and with its pages machine numbered. In case of EMB, the contractor shall have to download EMB for the approved RFI (request for inspection), from ERP Portal, submit printout of final EMB, having pages of A-4 size without any corrections, duly bound and with its pages machine numbered. The Engineer-in-Charge and/ or his/her authorized representative would thereafter check this CMB /EMB and record the necessary certificates for their checks/ test checks. The final, fair, computerized measurement book (CMB) / downloaded copy of EMB /CLB given by the contractor, duly bound, with its pages machine numbered, should be 100% correct, and no cutting or over-writing in the measurement(s) would thereafter be allowed. If at all any error is noticed, the contractor shall have to submit afresh CMB / CLB /EMB with its pages duly machine numbered and bound, after getting the earlier MB cancelled by the department.

Thereafter, the CMB / CLB / EMB shall be taken in the Divisional Office records, and allotted a number as per the Register of CMBs/ EMBs/ CLBs. 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 CMBs/ EMBs/CLBs 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 register of CMBs/ EMBs/CLBs 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/her authorized 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/her 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/her 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/her authorized representative may cause either themselves or through another officer of the department to check the measurements/levels 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/levels of any item of work in the CMB/ EMB/CLB 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.

Clause 7 Payment on intermediate certificate to be regarded as Advances: No payment shall be made for work, estimated to cost Rs. twenty lacs 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. twenty lacs, 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. An amount of ad-hoc payment not less than 75% of the net amount of the bill under check, shall be made within 10 working days of submission of the bill by the Contractor to the Engineer-in-Charge or his Authorized Engineer together with the account of the material issued by the department, or dismantled materials, if any. The remaining payment is also to be made after final checking of the bill within 28 working days of submission of bill by the contractor. In case of delay in payment of intermediate bills after 45 days of submission of bill by the contractor, provided the bill submitted by the contractor found to be in order, a simple interest @ 5% (five percent) per annum shall be paid to the contractor from the date of expiry of prescribed time limit. 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% per annum on the advance payment made shall be paid to the Government from the date of expiry of prescribed time limit.

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 Payment to third party:** 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 7B** If the exigencies of the work so demand, the engineer-in-charge may allow payment to a third party, who is creditor to the contractor, after fulfilling the following conditions:- (a) The contractor gives an authority letter addressed to the engineer-in-charge on a nonjudicial stamp paper of Rs.100 in the format given below. I/We authorize the Executive Engineer, Division, CPWD to pay directly on my/our behalf to (name of the third party) an amount of Rs.....(Rupeesin words) for the work done or supplies made by (name of the third party). I/We shall be responsible for the quality and quantity of the same under the provisions of agreement number Signature of the contractor (b) The total payment to third party (or parties) shall not exceed 10% of the agreement cost of the work.

Clause 8 Completion Certificate and Completion plans: Within ten days of the completion of the work, the contractor shall give notice of such completion to the Engineer-in-Charge and within thirty days of the receipt of such notice, the Engineer-in-Charge shall inspect the work and if there is no defect in the work, shall furnish the contractor with a final certificate of completion, otherwise a provisional certificate of physical completion indicating defects (a) to be rectified by the contractor and/or (b) for which payment will be made at reduced rates, shall be issued. But no final certificate of completion shall be issued, nor shall the work be considered to be complete until the contractor shall have removed from the premises on which the work shall be executed all scaffolding, surplus materials, rubbish and all 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: The contractor shall submit completion plans for Internal and External Civil, Electrical and Mechanical Services within thirty days of the completion of the work, provided that the

service plans having been issued for execution by the Engineer-in-Charge, unless the contractor, by virtue of any other provision in the contract, is required to prepare such plans. In case, the contractor fails to submit the completion plan as aforesaid, he shall be liable to pay a sum of 0.1 % (zero point one percent) of accepted Tendered Value or limit prescribed in Schedule F whichever is more as may be fixed by the authority as mentioned in Schedule F and in this respect the decision of the that authority shall be final and binding on the contractor.

Clause 9 Payment of Final Bill: The final bill shall be submitted by the contractor in the same manner as specified in interim bills within three months of physical completion of the work or within one month of the date of the final certificate of completion furnished by the Engineer-in-Charge whichever is earlier. No further claims shall be made by the contractor after submission of the final bill and these shall be deemed to have been waived and extinguished. Payment of those items of the bill in respect of which there is no dispute, and for those items which are in dispute on account of quantity and/or rates shall be paid at approved quantity and/or rates by the Engineer-in-Charge, within three months period reckoned from the date of receipt of the bill by the Engineer in- Charge or his authorized Assistant Engineer, complete with account of materials issued by the Department and dismantled materials. If the final bill is submitted by the contractor within the period specified above and 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, 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, cooperative 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 (30) 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 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 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 including testing charges. The Engineer-in-Charge or his authorized representative shall always have access to the works and to all workshops and places where work component 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 10 B

(i) Secured Advance on Materials

The contractor, on signing an indenture form specified in appendix XV, 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, 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/or protected against damage by weather or other causes but which have not at the time of advance been incorporated in the works. When materials on account of which an advance has been made under this subclause are incorporated in the work, the amount of such advance shall be recovered/deducted from the next payment made under any of the clause or clauses of this contract.

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

(ii) Mobilization advance

Mobilization advances not exceeding 10% of the tendered amount may be given, if requested by the contractor in writing within six months of the order to commence the work. Such advance shall be released in two or more installments to be determined by the Engineer-in-Charge. The amount of any installment shall not exceed 5% of the tendered amount of the work. The first installment of such advance shall be released by the Engineer-in-charge to the contractor on his request. The second and subsequent installments shall be released by the Engineer-in-Charge only after the contractor furnishes a proof of the satisfactory utilization of full amount of the earlier installment(s) to the satisfaction of the Engineer-in-Charge. The mobilization advance will be utilized for the following:

Establishment of site office for contractor and CPWD staff, testing lab, labour camps & basic amenities services for labour/staff, cement godown, reinforcement yard, stores etc. For purchase/mobilization of any type of tool, plant and machinery required for execution of work such as concrete batch mix plant, mixtures, transit mixtures, loader, excavators dumpers, DG sets, a.vibrators, hot mix bitumen plant, paver, rollers, testing lab equipment's etc.

Barricading of site and procurement of centering / shuttering / staging material etc.

Any other item as mentioned in NIT by the NIT approving authority.

90% of the price of new items and 50% of the depreciated price of old items will be considered for assessing the utilized amount of mobilization advance.

Expenditure incurred on items/materials which are measureable and payable under agreement/extra items as well as materials eligible for secured advance will be excluded from utilized amount of mobilization advance, if any.

The assessment of Engineer-in-Charge in this respect shall be final and binding.

Before any installment of advance is released, the contractor shall execute Bank Guarantee Bonds not more than 6 (six) in number from commercial Bank for the amount equal to 110% of the amount of advance and valid for the period till recovery of advance. This (Bank Guarantee from commercial Bank on prescribed format for the amount equal to 110% of the balance amount of advance) shall be kept renewed from time to time to cover the balance amount and likely period of complete recovery

(iii) **Interest & Recovery**

The mobilization advance in (ii) above bear simple interest at the rate of 8 percent per annum and shall be calculated from the date of payment to the date of recovery, both days inclusive, on the outstanding amount of advance. Recovery of such sums advanced shall be made by the deduction from the contractors bills commencing after first ten percent of the gross value of the work is executed and paid, on pro-rata percentage basis to the gross value of the work billed beyond 10% in such a way that the entire advance is recovered by the time eighty percent of the gross value of the contract is executed and paid, together with interest due on the entire outstanding amount up to the date of recovery of the installment.

(iv) If the circumstances are considered reasonable by the Engineer-in-Charge, the period mentioned in (ii) for request by the contractor in writing for grant of mobilization advance may be extended at the discretion of the Engineer-in-Charge.

Clause 10C 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 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 materials 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 role 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)(j) of clause 10 CC except the amount of full assessed value of secured Advance.

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.

Clause 10CC Price adjustment for works

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. 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 (C) = (A-B)
 - (d) Full assessed value of Secured Advance fresh paid in this quarter : (D)
 - (e) Full assessed value of Secured Advance recovered in this quarter : (E)
 - (f) Full assessed value of Secured Advance for which escalation Payable in this quarter, (F) = (D-E)
 - (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 (I) = (G-H)
 - (j) Amount paid based on prevailing market rates due to deviations/variations as per clause 12 during this quarter: (J)

Then, $M = C+F+I-J$

Cost of work for which escalation is applicable (W) = 0.85M

Components for materials, labour, etc. shall be pre-determined for every work and incorporated in the conditions of contract attached to the tender documents included in Schedule 'F'. The decision of the Engineer-in-Charge in working out such percentage shall be binding on the contractors.

(iii) The following principles shall be followed while working out the payment/recovery on account of variation of prices of materials and/ or wages of labour.

(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 date of submission of bill by the contractor to the department 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 the letter of commencement of work is issued by the Engineer-in-Charge) 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 indices as defined below (excluding LI) relevant to any quarter/period for which such compensation is to be paid shall be the arithmetical average of the indices relevant to the three calendar months. If the period up to the date of completion after the quarter covered by the last such installment of payment, is less than three

months, the indices shall be the average of the indices for the months falling within that period.

(c) The minimum wage of an unskilled Mazdoor 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.

(d) 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;

(e) 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.

(iv) In the event the price of materials and/or wages of labour required for execution of the work decreases, 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 stated below under this **Clause 10CC shall mutatis mutandis apply.**

(v) The contract price shall be adjusted for increase or decrease in rates and prices of labour, cement, steel reinforcement bar, fuel and lubricants and other input materials as per percentage of materials/labour specified in schedule F and in accordance with the principles, procedures and formulae specified below:

(a) Price adjustment for change in cost shall be paid in accordance with the following formulae:

(i) For Construction period of this work:

$$VW = W*(1/100)*[CP *(CI -CO)/CO + LP * (LI -LO)/LO +CMP *(CMI -CMO)/ CMO +EMP *(EMI -EMO)/EMO +FP * (FI -FO)/FO +SP * (SI - SO)/SO + Bp *(BI - Bo)/BO]$$

(ii) For Maintenance period of this work:

$$VW = W *(1/100)*[LP * (LI -LO)/LO +CMP * (CMI -CMO)/CMO +EMP * (EMI -EMO)/ EMO + Bp *(BI - Bo)/BO]$$

(* means multiplication)

Where, W=cost of work done as per para (ii) above.

VW (Variation of cost of Work) =Increase or decrease in the cost of works during the period under consideration due to change in the rates for relevant components.

Percentage components of materials & labour as specified in the schedule F are defined as under:-

C_p - Cement component,

LP - Labour component,

CMP - Civil component of other construction materials,

EMP - E & M component of construction materials

FP - POL (Diesel) component

SP component - Reinforcement steel bars/TMT bars/structural steel (including strands and cables)

BP - Bitumen component

Indices for various components of materials & labour to be used for the purpose of this Clause are defined as

under:

- CO = Wholesale Price Index for Pozzolana Cement published by office of the Economic Adviser, Ministry of Industry & Commerce valid for the month of last date of receipt of tender including extension, if any.
- CI = Wholesale Price Index for Pozzolana Cement published by office of the Economic Adviser, Ministry of Industry & Commerce for the period under consideration.
- LO = Minimum daily wage in rupees of an unskilled adult mazdoor, fixed under any law, statutory rule or order as on the last date of receipt of tender including extension, if any.
- LI = Minimum wage in rupees of an unskilled adult mazdoor, fixed under any law, statutory rule or order as applicable on the last date of the quarter previous to the one under consideration.
- CMO = Price Index for civil components of other construction materials valid for the month of the last date of receipt of tender including extension, if any, as issued by the office of CE CSQ (Civil) or successor.
- CMI = Price Index for civil components of other construction materials for the period under consideration and as issued by the office of CE CSQ (Civil) or successor.
- EMO = Price Index for E & M components of construction materials valid for the month of the last date of receipt of tender including extension, if any, as issued by the office of CE CSQ (Electrical) or successor.
- EMI = Price Index for E & M components of construction materials for the period under consideration and as issued by the office of CE CSQ (Electrical) or successor.
- FO = Wholesale Price Index of HSD (High Speed Diesel) published by office of the Economic Adviser, Ministry of Industry & Commerce valid for the month of the last date of receipt of tender including extension, if any.
- FI = Wholesale Price Index of HSD (High Speed Diesel) published by office of the Economic Adviser, Ministry of Industry & Commerce for the period under consideration.
- SO = Wholesale Price Index of Mild Steel-long products published by office of the Economic Adviser, Ministry of Industry & Commerce valid for the month of the last date of receipt of tender including extension, if any
- SI = Wholesale Price Index of Mild Steel-long products published by office of the Economic Adviser, Ministry of Industry & Commerce for the period under consideration.
- BO = Wholesale Price Index of Bitumen published by office of the Economic Adviser, Ministry of Industry & Commerce valid for the month of the last date of receipt of tender including extension, if any
- BI = Wholesale Price Index of Bitumen published by office of the Economic Adviser, Ministry of Industry & Commerce for the period under consideration. (vi) 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.

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 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

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 Maintenance 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

12.2 Deviation, Extra Items and Pricing

In the case of extra item(s) (items which are not available in the contract), the contractor may within fifteen days of the receipt of order or occurrence of the item(s), submit claim for market rate(s), supported with proper analysis of rate and manufacturer's specification for the work, invoices, vouchers, etc. (as applicable), failing which the rate(s) approved later by the Engineer-in-Charge shall be final and binding. Where the contractor

submits claim for market rate(s) in the manner prescribed above, the Engineer-in-Charge shall, within 45 days of the receipt of the claims, after giving consideration to the analysis of rates and other documents submitted by the contractor, determine the rates on the basis of the market rates and the contractor shall be paid in accordance with the rates so determined.

The rate(s) of extra items so determined by the Engineer-in-Charge shall be final and binding on the contractor, and shall not be arbitrable.

Deviation, deviated Quantities, Pricing

In the case of contract items which exceed the limit laid down in Schedule F, the contractor may within fifteen days of the receipt of order or occurrence of the excess, claim revision of the rates, supported with proper analysis of rate and invoices, vouchers, etc. (as applicable), for the quantity in excess of the above-mentioned limit. The Engineer-in-Charge shall within 45 days of receipt of the claims, after considering the analysis of rates and other documents submitted by the contractor, determine the rates on the basis of the market rates and the contractor shall be paid in accordance with the rates so determined.

The rate(s) so determined by the Engineer-in-Charge shall be final and binding on the contractor, and shall not be arbitrable.

- 12.3 In the case of contract items which exceed the limit laid down in Schedule F, the Engineer-in-Charge shall after giving notice to the contractor within 30 days of submission of that bill by the contractor which contains such item(s), and after taking into consideration any reply received from the contractor within 15 days of the issue of such notice, reduce the rate for quantity in excess of the above-mentioned limit on the basis of market rates, within 30 days of the expiry of the said period of 15 days, and the contractor shall be paid in accordance with the rates so determined. The rate(s) so determined by the Engineer-in-Charge shall be final and binding on the contractor, and shall not be arbitrable
- 12.4 The cost of any operation necessarily in contemplation of tenderer while quoting tender or necessary or incidental to proper execution of an item of work included in the Schedule of Quantities or in the Schedule of Rates mentioned in Schedule F, 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 Carrying out part work at risk & cost of contractor:

If contractor:

- (i) At any time makes default during currency of work or does not execute any part of the work with due diligence and continues to do so even after a notice in writing of 7 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.

SAFETY CODE

- 1) Suitable scaffolds should be provided for workmen for all works that cannot safely be done from the ground, or from solid construction except such short period work as can be done safely from ladders. When a ladder is used an extra mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying materials as well, suitable footholds and handholds shall be provided on the ladder and the ladder shall be given an inclination not steeper than 1/4 to 1 (1/4 horizontal and 1 vertical).
- 2) Scaffolding or staging more than 3.6 m. (12 feet) above the ground or floor, swung or suspended from over head support or erected with stationary support shall have a guard rail properly attached or bolted, braced and otherwise secured atleast 90 cm. (3 feet) high above the floor or platform of such scaffolding or staging and extending along the entire length of the out side and ends thereof with only such opening as may be necessary for the delivery of materials. Such scaffolding or staging shall be sofastened as to prevent it from swaying from the building or structure.
- 3) Working platform, gangways, and stairways should be so constructed that they should not sag unduly or unequally, and if the height of the platform or the gangway or the stairway is more than 3.6 m. (12 feet) above ground level or floor level, they should be closely boarded, should have adequate width and should be suitably fastened as described in (ii) above.
- 4) Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be 90 cm. (3 feet).
- 5) Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed No portable single ladder shall be over 9 m in length while the width between side rails in rung ladder shall in no case be less than 29 cm for ladder up to and including 3 min length. For longer ladders this width should be increased at least 1/4" for each additional 30 cm of length. Uniform step spacing or not more than 30 cm. shall be kept. Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites or work shall be sostacked or placed as to cause danger or inconvenience to any person or the public. The contractor shallprovide all necessary fencing and lights to protect the public from accident, and shall be bound to bearthe expenses of defense of every suit, action or other proceedings at law that may be brought by any persons for injury sustained owing to neglect of the above precautions and to pay any damages and cost which may be awarded in any such suit, action or proceedings to any such persons or which may, with the consent of the contractor, be paid to compensate any claim by any such person.
- 6) **Excavation and Trenching:** All trenches, 1.2 m or more in depth, shall at all times be Supplied with at least one ladder for each 30m in length or fraction thereof, Ladder shall extend from bottom of the trench to at least 90 cm above the surface of the ground. The side of the trenches which are 1.5 m or more in the depth shall be stepped back to give suitable slope or securely held by timber bracing, so asto avoid the danger of sides collapsing. The excavated materials shall

not be placed within 1.5 m of the edges of the trench or half of the depth of the trench whichever is more. Cutting shall be done from top to bottom. Under no circumstances undermining or under cutting shall be done.

- 7) **Demolition:** Before any demolition work is commenced and also during the progress of the work:-
- i) All roads and open areas adjacent to the work site shall either be closed or suitably protected.
 - ii) No electric cable or apparatus which is liable to be a source of danger or a cable or apparatus used by the operator shall remain electrically charged.
 - iii) All practical steps shall be taken to prevent danger to persons employed from risk of fire or explosion or flooding. No floor, roof or other part of the building shall be so overloaded with debris or materials as to render it unsafe.
- 8) All necessary personal safety equipment as considered adequate by the Engineer-in-Charge should be kept available for the use of the person employed on the site and maintained in a condition suitable for immediate use, and the contractor should take adequate steps to ensure proper use of equipment by those concerned :The following safety equipments shall invariably be provided:
- i) Workers employed for CAMC. Maintenance of Air Conations shall be provided with protective equipment.
 - ii) Employees engaged for any CAMC work and if, any activity can cause injury to the eyes shall be provided with protective goggles.
 - iii) Those engaged in welding works shall be provided with welders protective eye shields.
 - iv) Stone breakers shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.
 - v) When workers are employed in sewers and manholes, which are in active use, the contractors shall ensure that the manhole covers are opened and are ventilated at least for an hour before the workers are allowed to get into the manholes, and the manholes so opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident to the public.

In addition the contractor shall ensure that the following safety measures are adhered to:

- a) Entry for workers into the line shall not be allowed except under supervision of the EIC or his representative.
- b) At least 5 to 6 manholes upstream and downstream should be kept open for at least 2 to 3 hours before any man is allowed to enter into the manhole for working inside.
- c) Before entry, presence of Toxic gases should be tested by inserting wet lead acetate paper which changes colour in the presence of such gases and gives indication of their presence
- d) Presence of Oxygen should be verified by lowering a detector lamp into the manhole. In case, no Oxygen is found inside the sewer line, workers should be sent only with Oxygen kit.
- e) Safety belt with rope should be provided to the workers. While working inside the manholes, such rope should be handled by two men standing outside to enable him to be pulled out during emergency.
- f) The area should be barricaded or cordoned off by suitable means to avoid mishaps of any kind. Proper warning signs should be displayed for the safety of the public whenever cleaning works are undertaken during night or day.

- g) No smoking or open flames shall be allowed near the blocked manhole being cleaned.
- h) The malba obtained on account of cleaning of blocked manholes and sewer lines should be immediately removed to avoid accidents on account of slippery nature of the malba.
- i) Workers should not be allowed to work inside the manhole continuously. He should be given rest intermittently. The Engineer-in-Charge may decide the time up to which a worker may be allowed to work continuously inside the manhole.
- j) Gas masks with Oxygen Cylinder should be kept at site for use in emergency
- l) Air-blowers should be used for flow of fresh air through the manholes. Whenever called for, portable air blower are recommended for ventilating the manholes. The motors for which shall be vapour proof and of totally enclosed type. Non sparking gas engines also could be used but they should be placed at least 2 metres away from the opening and on the leeward side protected from wind so that they will not be a source of friction on any inflammable gas that might be present.
- m) The workers engaged for cleaning the manholes / sewers should be properly trained before allowing to work in the manhole.
- n) The workers shall be provided with gum-boots or non-sparking shoes bump helmets and gloves gas masks and non-sparking tools safety lights and gas masks and portable air blowers (when necessary). They must be supplied with barrier cream for anointing the limbs before working inside the sewer line.
- o) Workmen descending a manhole shall try each ladder stop or rung carefully before putting his fullweight on it to guard against insecure fastening due to corrosion of the rungs fixed to manhole.
- p) a man has received a physical injury, he should be brought out of the sewer immediately and adequate medical aid should be provided to him.
- q) The extent to which these precautions are to be taken depend on individual situation but the decision of the Engineer-in-Charge regarding the steps to be taken in this regard in an individual case will be final.
 - a. The contractor shall not employ men and women below the age of 18 years the work of painting with products containing lead in any form. Wherever men above the age of 18 are employed on the work of lead painting, the following precautions should be taken:
 - i. No paint containing lead or lead products shall be used except in the form of paste or readymade paint.
 - ii. Suitable face masks should be supplied for use by the workers when paint is applied in the form of spray or a surface having lead paint dry rubbed and scrapped.
 - iii. Overalls shall be supplied by the contractors to the workmen and adequate facilities shall be provided to enable the working technicians to wash during and on cessation of work.
- 9) The Contractor shall not employ women and men below the age of 18 on the work of painting with product containing lead in any form. Wherever men above the age of 18 are employed on the work of lead painting, the following principles must be observed for such use
 - i) White lead, sulphate of lead, or product containing these pigment, shall not be used in painting operation, except in the form of paste or of paint ready for use.
 - ii) Measures shall be taken, wherever required in order to prevent danger arising from the application of a paint in the form of spray.

- iii) Measures shall be taken, wherever practicable, to prevent danger arising out of dust caused by dry rubbing down and scrapping.
 - iv) Adequate facilities shall be provided to enable working technicians to wash during and cessation of work .
 - v) Overalls shall be worn by working painters during the whole of the working period.
 - vi) Suitable arrangements shall be made to prevent clothing put off during working hours, being soiled by painting materials.
 - vii) Cases of lead poisoning and suspected lead poisoning shall be notified and shall be subsequently verified by a medical man appointed by the competent authority of the Department.
 - viii) The Tata Memorial Centre may require, when necessary, medical examination of workers.
 - xi) Instruction with regard to special hygienic precautions to be taken in the painting trade shall be distributed to working painters.
- 10) When the work is done near any place where there is risk of drowning, all necessary equipments should be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision should be made for prompt first-aid treatment of all injuries likely to be obtained during the course of the work.
- 11) Use of hoisting machines and tackle including their attachments, anchorage and supports shall conform to the following standards or conditions :
- a) These shall be of good mechanical construction, sound material and adequate strength and free from patent defects and shall be kept repaired and in good working order.
 - b) Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength, and free from patent defects.
 - i) Every crane driver or hoisting appliance operator shall be properly qualified and no person under the age of 21 years should be in charge of any hoisting machine including any scaffolding winch or give signals to operator.
 - ii) In case of every hoisting machine and of every chain ring hook, shackle swivel and pulley block used in hoisting or as means of suspension the safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with the safe working load. In case of a hoisting machine having a variable safe working load, each safe working load and the conditions under which it is applicable shall be clearly indicated. No part of any machine or any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.
 - iii) In case of departmental machines, the safe working load shall be noticed by the Electrical Engineer- in- Charge. As regards contractors machines the contractors shall notify the safe working load of the machine to the Engineer-in-Charge whenever he brings any machinery to site of work and get it verified by the Electrical Engineer concerned.
- 12) Motors, gearing, transmission, electrical wiring and other dangerous parts of hoisting appliances should be provided with efficient safe-guards. Hoisting appliances should be provided with such means as will reduce to the minimum the risk of accidental descent of the load. Adequate precautions should be taken to reduce to the minimum the risk of any part of a suspended load becoming accidentally displaced. When workers are employed on electrical installations which are already energized, insulating mats, wearing apparel, such as gloves, sleeves and boots as may be necessary should be provided. The workers should not wear any rings, watches and carry keys or other materials which are the good conductors of electricity.

- 13) All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use.
- 14) These safety provisions should be brought to the notice of all concerned by display on a notice board at a prominent place at work spot. The person responsible for compliance of the safety code shall be named therein by the contractor.
- 15) To ensure effective enforcement of the rules and regulations relating to safety precautions the arrangements made by the contractor shall be open to inspection by the Labor Officer or Engineer-in-Charge of the Department or their representatives.
- 16) Notwithstanding the above clauses from (i) to (xiv) there is nothing in these to exempt the contractor from the operations of any other Act or Rule in force in the Republic of India.

SAFETY WITH SCAFFOLDING

INTRODUCTION :

Following paragraphs deals with the safety regulations and precautions to be followed in the construction use, maintenance, etc. of scaffolds. This will serve as a guide to users of scaffolds in the construction and maintenance operations.

Suitable scaffolds are used for performing work that cannot be done from the ground, part of a permanent structure, a ladder or other available means of support.

Scaffolds are used in many construction and maintenance operations. Fall of person is the most common hazard accompanying the use of scaffolds because of the height usually involved.

1 General Requirements:

Every scaffold and its supporting members should be designed to support given load, with a safety factor of at least four. No alterations should be made that might impair the strength of such structures, no improvised, make-shift or substandard scaffold should be permitted even for the most temporary use.

All work in connection with such structures, including construction, alteration and removal should be carefully done under the direction and supervision of persons who have had experience in such works.

2. Materials of Construction :

Every scaffold and every part thereof, including supports, should be of good construction, sound material, of adequate strength for the purpose which it is meant to be used and should be properly maintained.

Planks should be laid flat with an overlap, lengthwise, of at least 30 cm. with the centre of the overlap directly over a bearer. Boards and planks used for the floors should be of uniform thickness, closely laid and securely fastened in place.

All lumber used in the construction of scaffolds should be sound, straight-grained, free from cross-grains, shakes and loose or dead knots. It should also be free from dry rot, large checks, worm holes, or other defects impairing its strength or durability.

All nails used in the construction of scaffolds, staging and supports should be of ample size and used in sufficient quantities at each connection to develop the designed strength of scaffold. Nails should penetrate to the holding piece to a depth of at least 12 times the diameter of nail.

Barrels, boxes, loose tile blocks, loose piles of bricks or other unstable objects should not be used to support planks used as working platforms.

3. Platforms, Railings and Tee-Boards :

The minimum uniformly distributed design load per Sq. m. of platforms should be 250 kg. Any concentrated load at any point in the span should not exceed the designed uniformly distributed load. Planks should not be less than 50 mm thick.

The rear of outer side of every scaffolding, platform and ramp more than 2M above the surrounding ground or solid construction, or adjacent to deep holes, excavations, railroad tracks, high tension electrical wires, should be provided with a substantial guard rail of standard construction consisting of top and intermediate rails, and toe-boards all supported by posts and securely connected to scaffold at intervals of not more than 2.4 M (See figure - 1).

The width of the scaffolds should be such as to provide a clear walkway 50 cm wide. If part of the width of scaffold is to be used for keeping materials such as brick, mortar or lumber, the scaffold should be made wider so as to provide a walkway of the required width.

Where scaffolds are erected over side walks or over areas in which persons must work or pass, the space between the railing and toe-board should be fitted with side screens.

There should be a screen or other protection suspended from the scaffold to catch materials that may fall from above. Screens should extend beyond the edge of the scaffold to catch any materials that may fall over the edges.

4. Means of Access :

A safe and convenient means of access should be provided to the platform or scaffold. This requirement does not apply to swinging scaffolds or those with convenient access from adjacent floors (see figure- 2).

Means of access may be a portable ladder, fixed ladder, ramp or it may be a stairway. The use of crossbraces or frame work as means of access to the working surface should not be permitted.

If scaffolds are to be used to a great extent or for a long period of time, a regular plank stairway, wide enough to allow two persons to pass, should be erected. Such stairways should have handrails on both sides.

No stairway or run of slope exceeding 2 in 3 should be used.

Where the slope of a stairway or run renders additional foot hold necessary, and in every case where the slope is more than 1 in 4, there should be provided proper stepping laths which should:

- a) have a minimum section of 50 x 30 mm and be placed at maximum interval of 45 cm and
- b) be of length to cover the full width of the stairway of run except that they may be interrupted over a width of not more than 10 cm to facilitate the movement of barrows.

5. Overhead Protection:

- 5.1 Overhead protection should be provided on the scaffold whenever persons are working at higher places. This protection should be not more than 3m above the scaffold floor and should be of planks or other suitable materials.

6. Use of Scaffolds :

Good housekeeping should be maintained at all times upon scaffolding, platforms and ramps. Excessive storage of materials thereon should be avoided. Care must be taken to avoid accumulating of small objects, such as boards, tools, pieces of reinforcing steel, waste concrete which may easily be disturbed or knocked off. Hand rails should be kept in good repair and securely nailed or otherwise fastened down. Scaffold should be cleared of all tools, materials and rubbish at the end of each working day/shift.

Persons should not be permitted on scaffolds when the platform or guard rails are slippery. Persons should not be permitted to work on scaffolds during a storm or strong winds.

Suspended scaffolds should never be used for the storage of stone or heavy materials. Two or more swinging scaffolds should not at any time be combined into one by bridging the distance between them with planks or any other form of connection. Life lines securely fastened from above should be provided for each person working on a swinging scaffold. Safety belts should be tied to the life lines (See figure- 3).

7. Inspection :

As scaffolds have to remain in position normally for many weeks, they must be inspected at least once a week to make sure that nothing has gone wrong since erection. In addition, they must always be inspected after a spell of bad weather which might have affected their stability.

The inspections must be carried out by some one who knows the faults to look for and how they may be put right. It is important to know that the work of inspection has been completed and what faults have been found, the results of each inspection must, therefore be recorded. Any scaffold damaged or weakened from any cause should be immediately repaired and persons should not be allowed to use it until repairs have been completed.

8. Dismantling:

- 8.1 The dismantling of scaffold should be carefully done under experienced supervision. Care should be taken not to drop small, loose objects when removing scaffold planks. All nails should be promptly removed from scaffold planks and the planks safely piled.

9. Precautions against particular Hazards :

Care should be taken to see that no un-insulated electric wire exists within 3M. of the working platform, stairways, etc. of the scaffold.

While carrying bars, rods or pipes of any conducting material of length greater than 3 M. in the vicinity of electric wires, special care should be taken that these bars do not touch the electric wires.

Care should be taken against any possibility of wooden scaffold catching fire. In suspended scaffolds, if a blow torch or other flame is used for removing paints, only wire ropes not less than 10mm in diameter should be used.

Care should be taken to see that no part of a scaffold is struck by a truck or other heavy moving equipment and no material should be dumped against it.

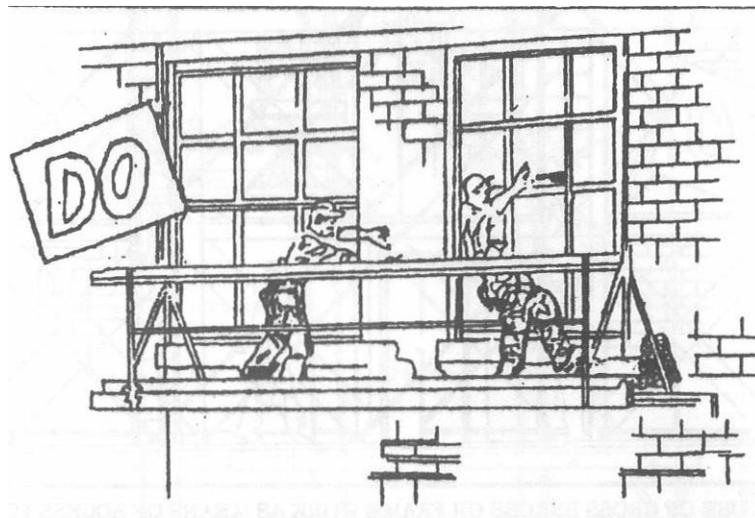
Scaffolds on thoroughfare should be provided with light.

Access to cable tunnels, hydrants, etc. should remain free at all times.

Care should be taken from damaging under ground cables and equipment. This is especially important when parts of scaffolds for other fasteners have to be driven in the ground.

*** GUARD RAILS ***

THE REAR ON OUTER SIDE OF THE SCAFFOLD SHOULD BE PROVIDED WITH A SUBSTANTIAL GUARD RAIL OF STANDARD CONSTRUCTION



PERSONS SHOULD NOT BE ALLOWED TO WORK ON SCAFFOLDS WHERE THE EDGES ARE UNGUARDED. A SLIGHT SLIP WILL RESULT IN SERIOUS INJURY OR EVEN DEATH.

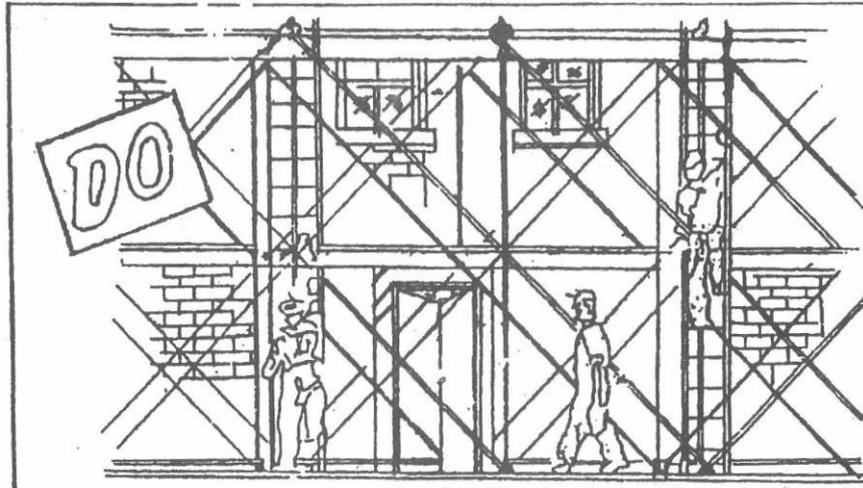


FIGURE - 1

FROM INDUSTRIAL SAFETY CHARTS - US DEPT. OF LABOR

*** ACCESS ***

A SAFE CONVENIENT MEANS OF ACCESS SHOULD BE PROVIDED TO THE SCAFFOLD



THE USE OF CROSS BRACES OR FRAME WORK AS MEANS OF ACCESS TO THE WORKING SURFACE SHOULD NOT BE PERMITTED.

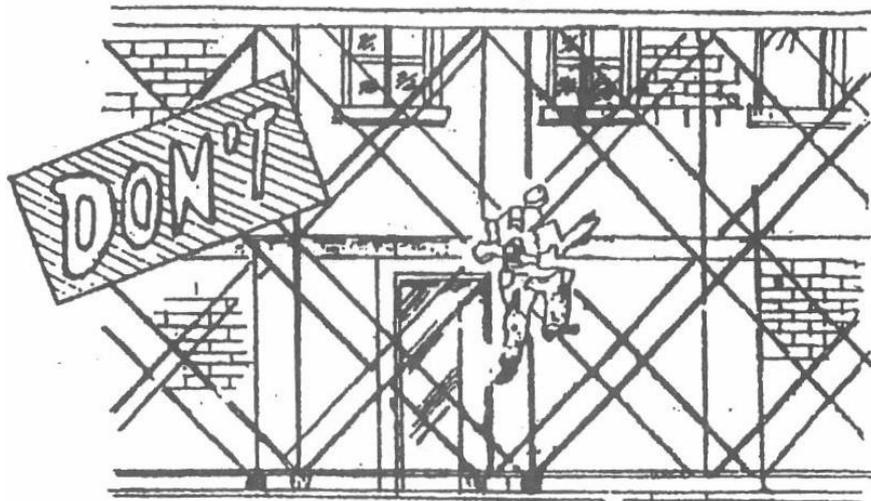
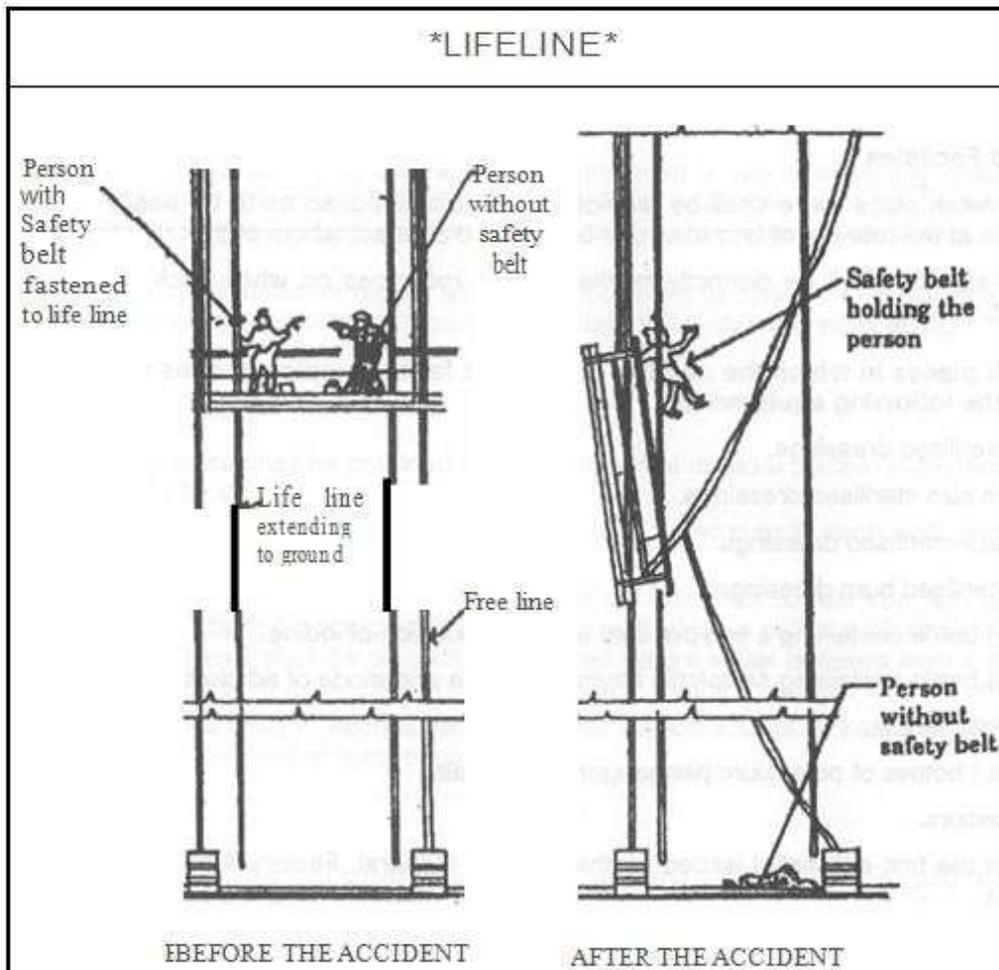


FIGURE - 2

FROM INDUSTRIAL SAFETY CHARTS - US DEPT. OF LABOR

*** LIFE LINE ***



THE USE OF LIFE LINE & SAFETY BELT WILL PREVENT PERSONS FROM INVOLVING IN SERIOUS ACCIDENTS

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FIGURE -3

FROM INDUSTRIAL SAFETY CHARTS - US DEPT. OF LABOUR

MODEL RULES FOR THE PROTECTION OF HEALTH AND SANITARY ARRANGEMENTS FOR WORKERS EMPLOYED BY TMC OR ITS CONTRACTORS

1. **Application :** These rules shall apply to all buildings and construction works in charge of Department in which twenty or more workers are ordinarily employed or are proposed to be employed in any day during the period during which the contract work is in progress.
2. **Definition :** Work place means a place where twenty or more workers are ordinarily employed in connection with construction work on any day during the period during which the contract work is in progress.
3. **First-Aid Facilities :**
 - (1) At every work place there shall be provided and maintained, so as to be easily accessible during working hours, first-aid boxes at the rate of not less than one box for 150 contract labor or part thereof ordinarily employed.
 - (2) The first-aid box shall be distinctly marked with a red cross on white back ground and shall contain the following equipment, namely:
 - a) **For work places in which the number of contract labor employed does not exceed 50. Each first-aid box shall contain the following equipments:**
 - (i) 6 small sterilised dressings.
 - (ii) 3 medium size sterilised dressings.
 - (iii) 3 large size sterilised dressings.
 - (iv) 3 large sterilised burn dressings.
 - (v) 1 (30 ml.) bottle containing a two per cent alcoholic solution of iodine.
 - (vi) 1 (30 ml.) bottle containing salvolatile having the dose and mode of administration indicated on the label.
 - (vii) 1 snake-bite lancet.
 - (viii) 1 (30 gms.) bottles of potassium permanganate crystals.
 - (ix) 1 pair scissors.
 - (x) 1 copy of the first-aid leaflet issued by the Director General, Factory Advice Service and Labor Institutes, Government of India.
 - (xi) 1 bottle containing 100 tablets (each of 5 gms.) of aspirin.
 - (xii) Ointment for burns.
 - (xiii) A bottle of suitable surgical antiseptic solution.
 - b) **For work places In which the number of contract labor exceeds 50. Each first-aid box shall contain the following equipments:**
 - (i) 12 small sterilised dressings.
 - (ii) 6 medium size sterilised dressings.
 - (iii) 6 large size sterilised dressings.
 - (iv) 6 large size sterilised burn dressings.
 - (v) 6 (15 gms.) packets sterilised cotton wool.
 - (vi) 1 (60 ml.) bottle containing a two per cent alcoholic solution of iodine.
 - (vii) 1 (60 ml.) bottle containing salvolatile having the dose and mode of administration indicated on the label.
 - (viii) 1 roll of adhesive plaster.

- (ix) 1 snake-bite lancet.
 - (x) 1 (30 gms.) bottle of potassium permanganate crystals.
 - (xi) 1 pair scissors .
 - (xii) 1 copy of the First-Aid leaflet issued by the Director General, Factory Advice Service and Labor Institute, Government of India.
 - (xiii) A bottle containing 100 tablets (each of 5 gms.) of aspirin.
 - (xiv) Ointment for burns.
 - (xv) A bottle of suitable surgical antiseptic solution.
4. Adequate arrangements shall be made for immediate recoument of the equipment when necessary.
 5. Nothing except the prescribed contents shall be kept in the first aid box.
 6. The First-Aid box shall be kept in charge of a responsible person who shall always be readily available during the working hours of the work place.
 7. A person in charge of the First-Aid box shall be a person trained in First-Aid treatment, in work places where the number of contract labor employed is 150 or more.
 8. In work places where the number of contract labor employed is 500 or more and hospital facilities are not available within easy distance from the works, First-Aid posts shall be established and run by a trained compounder. The compounder shall be on duty and shall be available at all hours when the workers are at work.
 9. Where work places are situated in places which are not towns or cities, a suitable motor transport shall be kept readily available to carry injured person or persons suddenly taken ill to the nearest hospital.
 10. Medical Facility : TMC nowhere stands responsible to provide any medical support to the employees of contractor.
 11. Amendments: T M C may, from time to time, add to or amend these rules and issue directions it may consider necessary for the purpose of removing any difficulty .which may arise in the administration thereof .

CONTRACTOR'S LABOR REGULATIONS

1. Short Title :

These regulations may be called the Director Tata Memorial Centre Contractors. Labor Regulations".

2. Definitions :

- i) **"Workmen"** means any person employed by the Director Tata Memorial Centre or its Contractor directly or indirectly through a sub-contractor, with or without the knowledge of the TMC to do any skilled, semi-skilled or unskilled manual, supervisory, technical or clerical work for hire or reward, whether the terms of employment are expressed or implied but does not include any person-
 - a) Who is employed mainly in a managerial or administrative capacity; or
 - b) Who, being employed in a supervisory capacity draws wages exceeding five hundred rupees per mensem or exercise either by the nature of the duties attached to the office or by reason of powers vested in him, functions mainly of managerial nature; or
 - c) Who is an out worker, that is to say, a person to whom any article or materials are given out by or on behalf of the principal employer to be made up, cleaned, washed, altered, ornamental finished, repaired, adopted or otherwise processed for sale for the purposes of the trade or business of the principal employer and the process is to be carried out either in the home of the out worker or in some other premises, not being premises under the Control and management of the principal employer.
- ii) **"Fair Wages"** means wages whether for time or piece work fixed and notified under the provisions of the Minimum Wages Act from time to time.
- iii) **"Contractors"** shall include every person who undertakes to produce a given result other than a mere supply of goods or articles of manufacture through contract labor or who supplies contract labor for any work and includes a sub-contractor.
- iv) **"Wages"** shall have the same meaning as defined in the payment of wages act.

3 (i)

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

- (ii) When an adult worker is made to work for more than 9 hours on any day or for more than 48 hours in any week, he shall be paid over time for the extra hours put in by him at double the ordinary rate of wages.
 - i. Every worker shall be given a weekly holiday normally on a Sunday, in accordance with the provisions of the Minimum Wages (Central) Rules, 1960 as amended from time to time irrespective of whether such worker is governed by the Minimum Wages Act or not.
 - ii. Where the Minimum Wages prescribed by the Government under the Minimum Wages Act are not inclusive of the wages for the weekly day of rest, the worker shall be entitled to rest day wages at the rate applicable to the next preceding day, provided he has worked under the same contractor for a continuous period of not less than 6 days.
 - iii. Where a contractor is permitted by the Engineer-in-Charge to allow a worker to work on a normal weekly holiday, he shall grant a substituted holiday to him for the whole day on one of the five days immediately before or after the normal weekly holiday and pay wages to such worker for the work performed on the normal weekly holiday at over time rate.

4. Display of Notice regarding wages etc. :

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

5. Payment of Wages;

- (i) The contractor shall fix wage periods in respect of which wages shall be payable.
- (ii) No wage period shall exceed one month.
- (iii) The wages of every person employed as contract labor in an establishment or by a contractor where less than one thousand, such persons are employed shall be paid before the expiry of the seventh day and in other cases before the expiry of tenth day after the last day of the wage period in respect of which the wages are payable.
- (iv) Where the employment of any worker is terminated by or on behalf of the contractor, the wages earned by him shall be paid before the expiry of the second working day from the date on which his employment is terminated.
- (v) All payments of wages shall be made on a working day at the work premises and during the working time and on a date notified in advance and in case the work is completed before the expiry of the wage period, final payment shall be made within 48 hours of the last working day.
- (vi) Wages due to every worker shall be paid to him direct or to other person authorized by him in this behalf.
- (vii) All wages shall be paid in current coin or currency or in both.
- (viii) Wages shall be paid without any deductions of any kind except those specified by the Central Government by general or special order in this behalf or permissible under the payment of Wages Act, 1956.
- (ix) A notice showing the wages period and the place and time of disbursement of wages shall be displayed at the place of work and a copy sent by the contractor to the Engineer-in-Charge under acknowledgement.
- (x) It shall be the duty of the contractor to ensure the disbursement of wages in the presence of the Engineer-in Charge or any other authorized representative of the Engineer-in-Charge who will be required to be present at the place and time of disbursement of wages by the contractor to workmen.
- (xi) The contractor shall obtain from the Engineer -in-Charge or any other authorized representative of the Engineer-in-Charge as the case may be, a certificate under his signature at the end of the entries in the "Register of wages" or the "Wage-cum-Muster Roll" as the case may be in the following form:

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

6. FINES AND DEDUCTIONS WHICH MAY BE MADE FROM WAGES:

- (i) The wages of a worker shall be paid to him without any deductions of any kind except the following :
 - a) Fines
 - b) Deductions for absence from duty i.e. from the place or the places where by the terms of his employment he is required to work. The amount of deduction shall be in proportion to the

period for which he was absent.

- c) Deduction for damage to or loss of goods expressly entrusted to the employed person for custody, or for loss of money or any other deduction which he is required to account, where such damage or loss is directly attributable to his neglect or default.
- d) Deduction for recovery of advances or for adjustment of over-payment of wages; advances granted shall be entered in a register.
- e) Any other deduction which the Central Government may from time to time allow.
- (ii) No fines should be imposed on any worker save in respect of such acts and omissions on his part as have been approved of by the Chief Labor Commissioner.

Note: An approved list of acts and omissions for which fines can be imposed is enclosed at **Appendix- X**

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

7. Labor Records:

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

- m) Amount paid with details of the person to whom the same was paid.
- n) Authority by whom the compensation was assessed.
- o) Remarks.
- (v) Register of Fines : The contractor shall maintain a "Register of Fines" in the form XII of the CL (R&A) Rules, 1971(**Appendix-XI**).

The contractor shall display in a good condition and in a conspicuous place of work the approved list of Acts and omissions for which fines can be imposed (**Appendix-X**).

- (vi) **Register of Deductions:** The contractor shall maintain a "Register of deductions for damage or loss" in Form XX of the CL (R&A) Rules, 1971 (**Appendix-XII**).
- (vii) **Register of Advances:** The contractor shall maintain a "Register of Advances" in form XXII of the CL (R&A) Rules, 1971 (**Appendix-XIII**).
- (viii) **Register of Overtime :** The contractor shall maintain a "Register of Overtime" in form XXIII of the CL (R&A) Rules, 1971 (**Appendix-XIV**).

8. Attendance Card-cum-Wage slip:

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

9. Employment Card:

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

10. Service Certificate:

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

11. Preservation of Labor Records:

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

12. Power of Labor Officers to make Investigations or enquiry:

The Labor Officer or any other person authorized by Central Government on their behalf shall have power to make enquiries with a view to ascertaining and enforcing due and proper, observance of the Fair Wages Clauses and the Provisions of Regulations. He shall investigate into any complaint regarding the default made by the contractor or sub- contractor in regard to such provision.

13. Report of Labor Officer:

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

- (i) The Engineer-in-Charge shall arrange payments to the labor concerned within 45 days from the receipt of the report from the Labor Officer or the Chief Engineer as the case may be.

14. Appeal against the decision of Labor Officer :

Any person aggrieved by the decision and recommendations of the Labor Officer or other person so authorized may appeal against such decision to the Chief Engineer concerned within 30 days from the date of decision, forwarding simultaneously a copy of his appeal to the Engineer-in-Charge concerned but subject to such appeal, the decision of the Officer shall be final and binding upon the contractor.

15. Prohibition regarding representation through lawyers:

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

16. Inspection of Books and slips:

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

17. Submission of Returns:

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

18. Amendments :

The Central Government may, from time to time, add to or amend the regulations and on any question as to the application, interpretation or effect of those regulations the decision of the Chief Engineer concerned in that behalf shall be final.

REGISTER OF MATERNITY BENEFITS
(Clause 19 F of the conditions of contract)

Name and address of the contractor(s) :

Name and location of the work :-

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

Date of delivery/ miscarriage	Date on which maternity leave commenced and ended			
	In case of Delivery		In case of Miscarriage	
	Commenced	Ended	Commenced	Ended
6	7	8	9	10

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

**SPECIMEN FORM OF THE REGISTER, REGARDING MATERNITY BENEFIT
ADMISSIBLE TO THE CONTRACTOR'S LABOR IN T.M.C. WORKS.**

Name and location of the work:

Name and address of the contractor(s) :

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

LABOR BOARD

1	Name of work:	
2	Name and address of contractor:	
3	Name and address of Division:	
4	Name and address of Labor Officer:	
5	Name and address of Labor Enforcement officer:	

S.NO.	CATEGORY	MINIMUMWAGEFIX	ACTUALWAGEPAI	NUMBERPRESEN	REMARK

Weekly holiday:	
Wage period:	
Date of payment of wages:	
Working hours:	
Rest interval:	

APPENDIX-IV

**FORM XIII
REGISTER OF WORKMEN EMPLOYED BY CONTRACTOR**

Name and address of the contractor:

Name and address of establishment in/under which contract is carried on-----Name and location of the work -----

Name and address of Principal Employer:.....

Sl. No.	Name and surname of workman	Age and Sex	Father's/ husband's Name	Nature of employment /designation	Permanent home address of the workman (Village and Tahsil, Taluka &Dist.)	Local Address	Date of commencement Of employment	Signature or thumb impression of the workman	Date of Termination of employment	Reasons for termination	Remarks
1	2	3	4	5	6	7	8	9	10	11	12

MUSTER ROLL

Name and address of the contractor:

Name and address of establishment in/under which contract is carried on-----Name
and location of the work -----

Name and address of Principal Employer:..... -

For the month of / fortnight :..... -

Sl No.	Name of workmen	Sex	Father's Husband's Name	Dates					Remarks
				5					
1	2	3	4	1	2	3	4	5	6

Supply, Installation, testing & Commissioning of G+1 Bed Lift in Store building along with Providing & Laying of power Cable with accessories at HBCH & RC, New Chandigarh

APPENDIX-VI

**FORM XVII
REGISTER OF WAGES**

Name and address of the contractor:

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

Name and location of the work:

Name and address of Principal Employer

Wages period: Monthly/Fortnightly

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

**APPENDIX-VII
observer**

WAGE CARD

Wage Card No:	Date of issue:
Name and address of contractor:	Name and location of work:
Name of workman:	Designation:
Rate of wages:	

Month/Fortnight

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

Received from-..... - the sum of Rs..... on account of my wages.
The wage card is valid for one month from the date of issue.

(reverse)

FORM XV
SERVICE CERTIFICATE

Name and address of contractor:	
Nature & Location of work	
Name and address of workman	
Age or Date of birth	
Identification marks	
Father's /Husband's Name	
Name and address of establishment in/under which contract is carried on	
Name and address of Principal employer:	

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

Signature

LIST OF ACTS AND OMISSIONS FOR WHICH FINES CAN BE IMPOSED

In accordance with Tata Memorial Centre Rules to be displayed prominently at the site of work in both English and local language.

1. Willful insubordination or disobedience, whether alone or in combination with other.
2. Theft, fraud or dishonesty in connection with the contractors beside a business or property of Tata Memorial Centre.
3. Taking or giving bribes or any illegal gratifications.
4. Habitual late attendance.
5. Drunkenness fighting, riotous or disorderly or indifferent behavior.
6. Habitual negligence.
7. Smoking near or around the area where combustible or other materials are locked.
8. Habitual indiscipline.
9. Causing damage to work in the progress or to property of the Tata Memorial Centre or of the contractor.
10. Sleeping on duty.
11. Malingering or slowing down work.
12. Giving of false information regarding name, age, father's name etc.
13. Habitual loss of wage cards supplied by the employers.
14. Unauthorized use of employer's property for manufacture or making of unauthorized articles at the work place.
15. Bad workmanship in construction and maintenance by skilled workers which is not approved by the TMC and for which the contractors are compelled to undertake rectifications.
16. Making false complaints and/or misleading statements.
17. Engaging on trade within the premises of the establishments.
18. Any unauthorized divulgence of business affairs of the employees.
19. Collection or canvassing for the collection of any money within the premises of an establishment unless authorized by the employer.
20. Holding meeting inside the premises without previous sanction of the employers.
21. Threatening or intimidating any workman or employee during the working hours within the premises.

FORM XII
REGISTER OF FINES

Name and address of contractor:	
Name And address of establishment in/under which contract is carried	
Name of work and location of work:	
Name and address of Principal employer:	

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

FORM XX
REGISTER OF DEDUCTIONS FOR DAMAGE OR LOSS

Name and address of contractor:	
Name And address of establishment in/under which contract is carried	
Name of work and location of work:	
Name and address of Principal employer:	

Sl No.	Name of Workmen	Father's /Husband's name	Designation/nature of employment	Particulars of damage or loss	Date of damage or loss	Whether workmen showed cause against deduction	Name of person in whose presence employee's explanation was heard	Amount of deduction imposed	No. of Installments	Date of recovery		Remarks
										First Installment	Last Installment	
1	2	3	4	5	6	7	8	9	10	11	12	123

FORM XXII
REGISTER OF ADVANCES

Name and address of contractor:	
Name And address of establishment in/under which contract is carried	
Name of work and location of work:	
Name and address of Principal employer:	

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

FORM XXII
REGISTER OF OVERTIME

Name and address of contractor:	
Name And address of establishment in/under which contract is carried	
Name of work and location of work:	
Name and address of Principal employer:	

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

FORM OF PERFORMANCE SECURITY – BANK GUARANTEE BOND (BG)

1. In consideration of the Director, Tata Memorial Centre having agreed under the terms and conditions of Letter of Intent / Agreement No. dated.....made between..... and..... (hereinafter called " the said Contractor{s}") for the work..... (hereinafter called " the said Letter of Intent /Agreement') having agreed to production of a Irrevocable bank Guarantee for Rs..... (Rupees only), as a security / guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement, we..... (Indicate the name of the Bank) (hereinafter referred to as "the Bank') hereby undertake to pay to the TMC an amount not exceeding Rs.(Rs..... only) on demand by the TMC

2. We..... (Indicate the name of Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the TMC stating that the amount claimed is required to meet the recoveries due or likely to be due from the said Contractor(s). Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....(Rupees.only).

3. We, the said bank, further undertake to pay to the TMC any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor(s) shall have no claim against us for making such payment.

4. We..... (Indicate the name of Bank) further agree that the guarantee herein contained shall remain In full force and effect during the period that would be taken for the performance of the said Agreement and that It shall continue to be enforceable till all the dues of the TMC under or by virtue of the said Agreement have been fully paid and Its claims satisfied or discharged or till Engineer-In-charge on behalf of the TMC certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.

5. We(Indicate the name of Bank) further agree with the Director, TMC that the TMC shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Director, TMC against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act of omission on the part of the TMC or any indulgence by the TMC to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change In the constitution of the Bank or the contractors.

7. We, (Indicate the name of Bank) lastly undertake not to revoke this guarantee except with the previous consent of the TMC In writing.
8. This guarantee shall be valid up to, unless extended on, demand. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs.....Rupees..... only) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee, all our / liabilities under this guarantee shall stand discharged.

Signed and sealed

Dated the day of..... for..... (Indicate the name of Bank)

(Note: The Letter of Intent shall form part of the Agreement)

INDENTURE FOR SECURED ADVANCE

(For use in case in which the contract is for finished work and the contractor has entered into an agreement for the execution of a certain specified quantity of work in a given time).

Tata Memorial Centre

(Aided Institute of Department of Atomic Energy, Govt. of India)

State : Maharashtra
Administration : Tata Memorial Centre
Division : Engineering Department

THIS INDENTURE made the day of 20 BETWEEN admits or implies be deemed to include his executors, administrators and assigns) of the one part and the Director Tata Memorial Centre (hereinafter called the Director TMC which expression shall where the context so admits or implies be deemed to include his successors if office and assigns) of the other part.

WHEREAS by an agreement date (hereinafter called the said agreement) the contractor has agreed.

AND WHEREAS the contractor has applied to the Director TMC that he may be allowed advance on the security of materials absolutely belonging to him and brought by him to the site of the works, he subject of the said agreement for use in the construction of such of the works as he has undertaken to execute at rates fixed for the finished work (inclusive of the cost of materials and labor and other charges).

AND WHEREAS the Director TMC has agreed to advance to the contractor the sum of Rupees on the security of materials, the quantities and other particulars of which are detailed in Part-II of a Running Account Bill (B) for the said works signed by the contractor on and the Director TMC has reserved to himself the option of making any further advance on the security of other materials brought by the contractor to the site of the said works.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the sum of Rupees on or before the execution of these presents paid to the contractor by the Director TMC (the receipt where of the contractor both hereby acknowledge and of such further advance, if any, as may be made to him as aforesaid the contractor both hereby convenient and agree with the Director TMC and declare as follows :

1. That the said sum of Rupees so advanced by the Director TMC to the contractor as aforesaid and all or any further sum or sums advanced as aforesaid shall be employed by the contractor in or towards expenditure the execution of the said works and for no other purpose whatsoever.
2. That the materials detailed in the said Running Account Bill (B) which have been offered to and accepted by the Director TMC as security are absolutely the contractor's own property and free from encumbrances of any kind and the contractor will not make any application for or receives a further advance on the security of materials which are not absolutely his own property and free from encumbrance of any kind and the contractor indemnifies and Director TMC against all claims to any materials in respect of which an advance has been made to him as aforesaid.
3. That the materials detailed in the said Running Account Bill (B) and all other materials on the security of which any further advance or advances may hereafter to be made as aforesaid (hereinafter called the said materials) shall be used by the contractor solely in the execution of

the said works in accordance with the directions of the Chief Engineer TMC and in the terms of the said agreement.

4. That the contractor shall make at his own cost all necessary and adequate arrangements for the proper watch, safe custody and protections against all risks of the said materials and that until used in construction as aforesaid said materials shall remain at the site of the said works in the contractor's custody and on his own responsibility and shall at all times be open to inspection by the Chief Engineer or any officer authorized by him. In the event of the materials or any part thereof being stolen, destroyed or damaged or becoming deteriorated in a greater degree than is due to reasonable use and wear thereof the contractor will forthwith replace with the same with other materials of like quality or repair and make good the same as required by the Chief Engineer.
5. That the said materials shall not on any account be removed from the site of the works except with the written permission of the Chief Engineer or any officer authorized by him on that behalf.
6. That the advance shall be repayable in full when or before contractor receives payment from the Director TMC of the price payable to him for the said works under the terms and provisions of the said agreement. Provided that if any intermediate payments are made to the contractor on account of work done thereon the occasion of each such payment the Director TMC will be at liberty to make a recovery from the contractor's bill for such payment by deduction therefrom of the value of the said materials than actually used in the construction and in respect of which recovery has not been made previously the value for this purpose being determined in respect of the each description of materials at the rate at which the amounts of the advances made under these presents were calculated.
7. That if the contractor shall at any time make any default in the performance or observance in any respect of any of the terms and provisions of the said agreement or of these presents the total amount of the advance or advances what may still be owing to the Director TMC shall immediately on the happening of such default be repayable by the contractor to the Director TMC together with interest thereon at twelve percent per annum from the date of respective dates of such advance or advances to the date of repayment and with all costs, charges, damages and expenses incurred by the Director TMC in or for the recovery thereof or the enforcement of this security or otherwise by reasons of the default of the contractor and contractor hereby covenants and agrees with the Director TMC to repay and pay the same respectively, to him accordingly.
8. That the contractor hereby charges all the said materials with the repayment to the Director TMC of the said sum of Rs. and any further sum or sums advanced as aforesaid and all costs, charges, damages and expenses payable under these presents PROVIDED ALWAYS and it is hereby agreed and declared that notwithstanding anything in the said agreement and without prejudice to the powers contained therein if and whenever the covenant for Payment and repayment herein before contained shall become enforceable and the money owing shall not be paid in accordance therewith the TMC may at any time thereafter adopt all or any of the following courses as he may deem best.
 - a) Seize and utilize the said materials or any part thereof in the completion of the said works on behalf of the contractor in accordance with the provisions in that behalf contained in the said agreement debiting the contractor with the actual cost of effecting such completion and the amount due in respect of advances under these presents and crediting the contractor with the value of work done as if he had carried it out in accordance with the said agreement and at the rates thereby provided. If the balance is against the contractor he is to pay same to the TMC on demand.
 - b) Remove and sell by public auction the seized materials or any part thereof and out of the moneys arising from the sale retain all the sum, aforesaid repayable or payable to the TMC under these presents and pay over the surplus (if any) to the contractor.

- c) Deduct all or any part of the money owing out of the security deposit or any sum due to the contractor under the said agreement.
- 9. That except in the event of such default on the part of the contractor as aforesaid interest on the said advances shall not be payable.
- 10. That in the event of any conflict between the provisions of these presents and the said agreement the provisions of these presents shall prevail and the event of any dispute or difference arising over the construction or effect of these presents the settlement of which has not been herein before expressly provided for the same shall be referred to the Chief Engineer/Tender inviting Authority, Director TMC time being in force shall apply to any such reference.

In witness thereof the said and by the order under the direction of the Director TMC have hereinto set their respective hands the day and year first above written.

Signed, sealed and delivered by the said contractor in the presence of :

Signature
Name
Address

Witness
Signed by
by the order and direction of the TMC in the presence of :

Signature
Name
Address

Witness

GUARANTEE BOND FOR WATERPROOFING WORKS

For Guarantee to be executed by contractors for removal of defects of water-proofing works after maintenance period.

This agreement made this day of Two thousand and between M/s (hereinafter called “the Guarantor of the one part) and the Director, TMC (hereinafter called “Director, TMC” of the other part.)

Whereas this agreement is supplementary to a contract (hereinafter call “the Contract) dated and made between the Guarantor of the one part and Director, TMC of the other part whereby the Contractor interilic undertook to render the buildings and structure such as roof of buildings, over head water tanks, under ground tanks, lift pits, basement, toilets etc. in the said contract recited completely water and leakproof.

AND WHEREAS THE GUARANTOR agree to give a guarantee to effect that the said structure will remains water and leakproof for **ten years** to be reckoned from the date after the maintenance period prescribed in the contract expires.

NOW THE GUARANTOR hereby guarantees that waterproofing treatment provided by him will render the structures completely leakproof and the minimum life of such waterproofing treatment shall be ten years to be reckoned the date after the maintenance period prescribed in the contract expires.

Provided that the Guarantor will not be responsible for leakage caused by earthquake or structural defects or misuse of roof or other structures or alteration and for such purpose :

- a) Misuse of structure shall mean any operation which will damage water - proofing treatment, like chopping of fire wood and things of the same nature which might cause damage to the structure.
- b) Alteration shall mean construction of an additional storey or a part of the roof or construction adjoining to existing roof whereby water-proofing treatment is removed in parts.
- c) Damaging or puncturing of the waterproofing treatment provided to over head tanks or basement or underground tank or lift pit, for providing any P.H./Electric connections etc.
- d) The decision of the Engineer-In-Charge with regard to cause of leakage shall be final.

During this period of guarantee the guarantor shall make good all the defects and for that matter , in case of any defect being found, render the building waterproof to the satisfaction of the Engineer-In-Charge at the cost of the guarantor and shall commence the work for such rectification within seven days from the date of issue of the notice, from the Engineer-In-Charge calling upon him to rectify the defects, failing which the work shall be got done by the Department by some other contractor at the GUARANTOR’S COST and risk. The decision of the Engineer-In-Charge as to the cost payable by the Guarantor shall be final and binding.

That if the Guarantor fails to execute the waterproofing or commits breach thereunder then the Guarantor will indemnify the Principal and his successors against all loss, damage, cost expense or otherwise which may be incurred by the him by reason of any default on the part of the Guarantor in performance and observance of this supplementary agreement. As to the amount of loss and / or damage and/or cost incurred by the TMC the decision of the Engineer-In-Charge will be final and binding on the parties.

IN WITNESS WHEREOF these presents have been executed by the Obligator and by.....and for and on behalf of the Director, TMC on the day, month and year first above written.

SIGNED : sealed and delivered by (obligator) in the presence of :

1.

2.

signed for and on behalf of the director, TMC by
..... in the presence of :

1.

2.

GUARANTEE BOND FOR ANTI-TERMITE TREATMENT

For Guarantee to be executed by contractors for removal of defects after maintenance period.

This agreement made this day of Two thousand (.....) and between M/s.(hereinafter called “the Guarantor” of the one part) and the Tata Memorial Centre (hereinafter called Director TMC of the other part.)

Whereas this agreement is supplementary to a contract (hereinafter celled “the Contract”) dated----- made between the Guarantor of the one part and the Director TMC of the other part whereby the Contractor inter-alia undertook to render the buildings and structure completely termite proof.

AND WHEREAS THE GUARANTOR agreed to give a guarantee to the effect that the said structure will remain termite proof for ten years to bereckonedfrom the date after the maintenance period prescribed in the contract expires.

NOW THE GUARANTOR hereby guarantees that the anti-termite treatment provided by him will render the structures completely termite proof and the minimum life of such anti-termite treatment shall be ten years to be reckoned from the date to bereckonedfrom the date after the maintenance period prescribed in the contract expires.

Provided that the guarantor will not responsible for damages caused due to structural defects of premises/area.

- a) Misuse of premises shall mean any operation which will disturb the chemical barrier like excavation under floors, breaking of walls at G.L. disturbing the treatment already carried out.

The decision of the Engineer-In-Charge with regard to cause of damage shall be final.

During this period of guarantee the guarantor shall make all the arrangements to do the post constructional anti-termite treatment in all the building in case of any termite nuisance being found in the building to the satisfaction of the Engineer-In-Charge at the Cost of guarantor and shall commence the work for such treatment within seven days from the date of calling upon him to rectify the defects, by the Engineer-In-Charge, failing which the work shall be got done by the TMC by some other contractor at the GURANTOR’S COST and risk. The decision of the Engineer-In-Charge as to the cost payable by the Guarantor shall be final and binding.

That if the Guarantor fails to execute the anti-termite treatment or commits breach hereunder then the Guarantor will indemnify the principal and his successors against all loss, damage, cost, expense or otherwise which may be incurred by the Department by reason of any defaults on the part of the GURANTOR in performance and observance of this supplementary agreement. As to the amount of loss and / or damage and / or cost incurred by the Employer the decision of the Engineer-In-Charge will be final and binding on the parties.

IN WITNESS WHEREOF these presents have been executed by the Obligator.....and by.....and for and on behalf of the Director, TMC on the day, month and year first above written.

SIGNED sealed and delivered by (OBLIGATOR) in the presence of :

- 1. 2.

SIGNED FOR AND ON BEHALF OF THE DIRECTOR TMC BY..... in the presence of :

- 1.2.

PROFORMA OF SCHEDULES

SCHEDULE "A" :			
SN	TITLE	PARTICULARS	PAGE
1	Tender Notice No.	TMC/HBCH&RC/New Chandigarh/Store Lifts/2025-26/e-NIT/51 Date: 01/11/2025.	
2	Notice Inviting Tender (NIT) details	i) NIT as uploaded on Web Site	
		ii) e-NIT as uploaded in CPP Portal	
3	Scope and location of the work:	As per Tender	
4	Time Schedule for the work:	As per Tender	
5	List of drawings	As per Tender	
6	List of changes in conditions of contract	NA	
7	List of changes in specifications	As shown below	
	a. Civil work	NA	
	b. PH works	NA	
	c. Electrical works	As per Tender	
	d. Mechanical	NA	
8	Schedule of Quantities	Please refer Financial Bid	

SCHEDULE "B":		Not Applicable		
Schedule of materials to be issued to the contractor				
S. No	Description of item	Quantity	Rates at which the Materials will be charged to the contractor	Place of issue
1	2	3	4	5
1.	Cement in bags	Nil	NA	NA
2.	Re-Bars for RCC	Nil	NA	NA
3.	Water for construction. Purpose	Nil	NA	NA
4.	Electricity for const. purpose	Nil	NA	NA

SCHEDULE "C":		Land earmarked for temp. infrastructures and Tools & plants to be hired to the contractor		
S.No	Description	Hire charges	Place of issue	
1	2	3	4	
1.	Area for storage / site office	Rs. 1 / month	Site premises	
2.	Temporary Buildings	NA		
3.	Labor hutments	NA		

SCHEDULE “D”	
Extra schedule for specific requirements / documents for the work, if any Particularly for Security guidelines, Gate pass, lift, tower crane etc.	As per NIT

SCHEDULE E”:		
Name of Work : Supply, Installation, testing & Commissioning of G+1 Bed Lift in Store building along with Providing & Laying of power Cable with accessories at HBCH & RC, New Chandigarh.		As per NIT
Estimated cost of work :	Rs. 18,25,927/ plus applicable GST	As per NIT
i) Earnest money	Rs. 36,519/-	As per NIT
ii) Performance Guarantee	5% of tendered value (Ministry of Finance OM No. F.9/4/2020-PPD dated 30/12/2022)	As per Tender
iii) Security Deposit	2.5% of tendered value	As per Tender

SCHEDULE ‘F”:

General Rules & Directions :		
Tender inviting authority :	Director , TMC	
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.	As per clause 12 below	

Definitions :		
2(v)	Engineer-in-charge	As nominated by OIC, Engineering
2(viii)	Accepting Authority	Director, TMC
2(x)	Percentage on cost of materials and labor to cover all overheads & profits	15% (Fifteen percent)
2(xii)	Department	HBCHRC, NEW CHANDIGARH/ TMC
9(ii)	Standard Contract Form of Deptt.	Service Rate Tender

Clause – 1		
i) Time allowed for submission of Performance Guarantee from the date of issue of letter of acceptance / LOI	15 days	
ii) Maximum allowable extension beyond the period (provided in – i) above with late fee @ 0.1% per day, of performance guarantee amount.	7 days	

Clause – 2	Authority for fixing compensation under clause 2.	OIC, Engineering
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Clause – 5	Number of days from the date of issue of LOI forreckoning date of start of work.	15 days	
Mile stone(s) as per table given below:			
TABLE OF MILE STONE(S)			
Sl. No	Description of Milestone (Physical)	Period from date of start of work	Amount to be withheld in case of non achievement of milestone
	As submitted and approved by the EIC		

Clause – 7:	Gross work to be done together with net payment / adjustment of advances for material collected, if any, since the last such payment for being eligible to interim payment.	
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Clause – 10A:	List of testing equipments to be provided by the contractor at site
As per the site requirement & instruction of Engineer-In-Charge.	

Clause – 10B (ii) :	(Mobilization Advance)
Whether Clause 10 B (ii) shall be applicable (If yes, Clause of Tender Condition to be followed along with following terms & conditions)	Not applicable

Clause – 10C:	Not Applicable	
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Clause – 10CA:		NOT APPLICABLE	
S. No	Materials Covered under this Clause	Nearest Materials for which All India Wholesale Price Index is to be	Basic Rate
1	Cement	Grey Cement	NA
2	Steel reinforcement bars	Steel (Re bars)	NA
3	Structural steel		NA

***Important Note: Base price for materials given above are only for regulating operation of clause 10-CA. The tenderers are requested to consider prevailing market rates while quoting the rates.**

Clause – 10CC::			
Clause 10 CC to be applicable in contracts with stipulated period of completion exceeding the period shown in next		Not Applicable	
Schedule of component of Cement, Steel, other Materials, Labor, POL etc. for price escalation.		These components shall be as under	
CLAUSE 10 CC.			
1	Component of Cement – expressed as percent of total value of work	Xc	07%
2	Component of Steel - expressed as percent of total value of work	Xs	13%
3	Component of civil (except Grey cement & Re bars) / Electrical/ Mechanical construction Materials – expressed as percent of total value of work:	Xm	55%
4	Component of Labor – expressed as percent of total value of work	Y	25%
5	Component of P.O.L. – expressed as percent of total value of work	Z	NIL

Clause – 11:	
Specifications to be followed for execution of this work	1) CPWD Specifications for works or relevant IS Code 2) Manufacture’s specification if applicable for specialized items. (OR as directed by EIC)

Clause –12:		
12.2 & 12.3	Deviation Limit beyond which clauses 12.2 & 12.3 shall apply for Building works	30%
12.5	Deviation Limit beyond which clauses 12.2 & 12.3 shall apply for foundation work	100%
12.5	Deviation Limit beyond which clauses 12.2 & 12.3 shall apply for maintenance work	50 %

Clause – 16:	Competent Authority for deciding reduced rates :	CE, TMC
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Clause – 18:	List of mandatory machinery, tools & plants to be deployed by the contractor at site: (To be decided based on nature and magnitude of the work).
As suggested by EIC	

Clause 36	Requirement of Technical Representative(s) and Recovery Rates				
SI No	Requirement of Technical Staff			Minimum experience in year	Recovery Rates
		Qualification	Number		
1	Skilled Technician (ITI)	ITI	01	02-05	Rs. 21,000/- Per Month

Note: The list of machinery, tools & plants to be deployed by the contractor at site are minimum. The contractor shall deploy additional machinery, tool & plants in order to maintain the progress of the work without any extra cost to the department.

Note: i) The Project Manager and Dy. Project Manager should have experience of at least one similar nature of work. Assistant Engineers / Scientific Officer- "C" & above, retired from Govt. services that are holding Diploma, will be rated at par with Graduate Engineers.

ii) The contractor to deploy adequate Nos. of technicians, foreman, supervisors, safety officer, labor welfare officer, store keeper & office staff till completion of works.

iii) The contractor to submit deployment schedule of all the above mentioned staff before commencement of the work to the Engineer in Charge.

Clause –42:		
(i)	(a) Schedule/statement for determining theoretical quantity of cement on the basis of :	Not Applicable
(ii)	Variations permissible on theoretical quantities	
A	Cement	
	i) for works with estimated cost put to tender not more than Rs.5 Lacs	5%
	ii) for works with estimated cost put to tender more than Rs.5 Lacs	3%
b	Bitumen for All works	Nil
c	Steel reinforcement and structural steel sections	3% on plus side
D	All other materials.	Nil

RECOVERY RATES –			
S. No.	Description of Item	Rates in figures & words at which recovery shall be made from the Contractor	
		Excess wastage beyond permissible limit	Less use beyond permissible limit
1	Cement	Nil	NA
2	Steel reinforcement	Nil	NA
3	Structural Sections	Nil	NA
4	Polymer	Nil	NA