



**INSTITUTE FOR PLASMA RESEARCH**  
Bhat, Nr Indira Bridge,  
Gandhinagar - 382 428. GUJARAT  
(INDIA)  
Tel. : + 91 - 23962000  
Fax : + 91 - 23962277

## **PART - II : TECHNICAL BID**

### **Name of work**

**Tender for False ceiling / interior development and renovation work at first floor offices at Institute for Plasma Research (IPR), Bhat, Gandhinagar.**

**Tender Notice No : IPR/TN/CIVIL/03/2017 dated: 28.5.2017**

### **Two Bid System**

**Address of Tender  
Inviting Authority**

**: Division Head, Civil Maintenance Group  
INSTITUTE FOR PLASMA RESEARCH  
Near Indira Bridge,  
Bhat - Gandhinagar - Gujarat - 382428  
Telephone No. -079-23964023  
Fax No. -079 -23962277**

**INSTITUTE FOR PLASMA RESEARCH**  
NEAR INDIRA BRIDGE, BHAT, GANDHINAGAR – 382 428

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**प्लाज्मा अनुसंधान संस्थान**

भाट, निकट इन्दिरा पुल, गांधीनगर - ३८२४२८, गुजरात (भारत)

Institute for **Plasma Research**

Bhat, Near Indira Bridge, Gandhinagar - 382428, Gujarat (INDIA)

Phone : +91-79-23962000, Fax: +91-79-23962277,

Web: <http://www.ipr.res.in>

## **SECTION - 1 (i) Tender Notice (Newspaper Advertisement)**

**INSTITUTE FOR PLASMA RESEARCH**  
**Nr. Indira Bridge, Bhat, Gandhinagar - 382 428**  
**Phone: 079-23964023/4104, Fax: 079-23962277**

**Tender Notice No: IPR/TN/CIVIL/03/2017 (Two Bid System) dated 28.5.2017:**

Online item rate tenders are invited through e-tendering mode by the Division Head, Civil Maintenance Group, on behalf of Director, Institute for Plasma Research, **Nr. Indira Bridge, Bhat, Gandhinagar - Gujarat - 382 428**, in two bids, from eligible contractors for the following works.

<b>Name of Work:</b>	<b>False ceiling / interior development and renovation work at first floor offices at Institute for Plasma Research (IPR), Bhat, Gandhinagar.</b>
<b>Approx. Estimated Cost (₹)</b>	<b>46,70,000/-</b>
<b>Completion Period</b>	<b>120 Days (Including monsoon period, if any)</b>
<b>Tender Processing Fee</b>	<b>₹ 2685/- should be paid only by e-payment through electronic mode to M/S ITI Limited.</b>
<b>EMD (₹)</b>	<b>93,400/-</b>
<b>Tender document available for view and downloading on website</b>	<b>29.5.2017 to 19.6.2017</b>
<b>Clarifications regarding Tender document</b>	<b>23.6.2017 at 16:00 Hours</b>
<b>Closing of online submission of tenders</b>	<b>up to 13:00 Hours on 5.7.2017</b>
<b>Time and Date of online Opening of Technical Bid</b>	<b>5.7.2017 at 14:30 Hours</b>

Detailed tender notice along with Eligibility criteria and Tender Document is available on website [www.tenderwizard.com/DAE](http://www.tenderwizard.com/DAE) for free view and downloading. To participate in e-tendering process, it is mandatory to get registered on the above e-tender portal. The interested agencies are required to scan/fill in and upload the specified documents along with processing fees and Earnest money deposit on or before the closing date.

Financial Bids of only qualified bidders will be opened at a later date to be notified separately.

The Director, IPR reserves the right to accept or reject tender in full or part of any or all tenderers or to cancel the tender in Toto without assigning any reason thereof.

Detailed NIT & Tender Document are also available on the Institute's website <http://www.ipr.res.in/documents/tenders.html> for reference purpose only.

Division Head, Civil Maintenance Group, IPR



प्लाज्मा अनुसंधान संस्थान

भाट, निकट इन्दिरा पुल, गांधीनगर - ३८२४२८, गुजरात (भारत)

Institute for **Plasma Research**

Bhat, Near Indira Bridge, Gandhinagar - 382428, Gujarat (INDIA)

Phone : +91-79-23962000, Fax: +91-79-23962277,

Web: <http://www.ipr.res.in>

## SECTION - 1 (ii) Detailed Tender Notice

**Tender Notice No: IPR/TN/CIVIL/03/2017 (Two Bid System) dated 28.5.2017:**

**Tender notice for False ceiling / interior development and renovation at first floor offices at IPR-Bhat, Gandhinagar.**

Online item rate tenders are invited through e-tendering mode by the Division Head, Civil Maintenance Group, on behalf of Director, Institute for Plasma Research, **Nr. Indira Bridge, Bhat, Gandhinagar - Gujarat - 382 428**, in two bids, from eligible contractors for the following works.

### **PART-A: INSTRUCTION FOR ONLINE SUBMISSION**

#### **1 Steps for downloading, uploading and free view-**

Prospective bidders or General public can see and download free of cost **PDF format** of the tender documents from website [www.tenderwizard.com/DAE](http://www.tenderwizard.com/DAE) > **Tender Of DAE > Institute for plasma research, Gandhinagar**

To participate in the tender, Prospective Bidder are requested to download the Excel formats, after login in the Home page of the website [www.tenderwizard.com/DAE](http://www.tenderwizard.com/DAE) with **User id/ Password /Class III Digital Signature Certificate**. The services for e-tendering in IPR/DAE is provided by M/s ITI Ltd., Tender wizard Help Desk Centre, # 24, 1st Floor, Sudha Complex, Near Havanoor Circle, 3rd Stage, 4th Block, Basaveshwaranagar, Bangalore - 560 079, Ph:91-80-40482000, Telefax: 91-80-40482114, Email: [daehelpdesk@gmail.com](mailto:daehelpdesk@gmail.com).

Steps to Download the excel formats of particular tender:

- a: Click on **UNAPPLIED** button
  - b: Click on **REQUEST** button
  - c: Pay Tender Processing fee online via e-payment through electronic mode
  - d: Click on **SUBMIT** button,
  - e: Click on **INPROGRESS** button (In status column bidder will find the tender as **RECEIVED**)
  - f: Bidder will be able to download required Tender Documents by clicking **EDIT attachment** button for any number of times till last date of submission.
- 1 Prospective Bidder has to fill Excel Documents and upload the same without renaming it. Please refer Help Manual for Tender submission or contact ITI Helpdesk.

2. The intending bidder must read the terms and conditions in the notice inviting tender & prequalification criteria carefully. He should only submit his bid if he considers himself eligible and he is in possession of all the documents required.
3. Submission of bid shall mean acceptance of undertaking to be furnished online by bidder as per format enclosed as Form – “I”.
4. Information and Instructions for bidders posted on website shall form part of tender document. The tender is to be downloaded and uploaded only on [www.tenderwizard.com/DAE](http://www.tenderwizard.com/DAE) after paying requisite processing fee.
5. The bid can only be submitted after uploading the mandatory scanned documents, payment of processing fee in favour of “ITI LIMITED, NEW DELHI”, Earnest Money Deposit in favour of IPR and other documents as specified. Processing fee shall not be refunded in any case.
6. After submitting bids the contractor can re-submit revised bid any number of times but before stipulated closing time and date of online submission of bid as notified. The bidder can withdraw the bid before stipulated closing date and time of online submission. But, once the bidder withdraws the bid, it cannot be resubmitted.

Submission of the tender document after the due date and time shall not be permitted. Time being displayed on e-tendering portal shall be final and binding on the Bidder.

7. The contractors, who are not enrolled on [www.tenderwizard.com/DAE](http://www.tenderwizard.com/DAE) website, are required to get enrolled.
8. The intending bidder must have valid class-III digital signature to submit the bid.
9. Contractor must ensure to quote rate of each item. The column meant for quoting rate in figures appears in **YELLOW** colour and the moment rate is entered, it turns **SKY BLUE**. In addition to this, while selecting any of the cells a warning appears that **if any cell is left blank the same shall be treated as “0”**. Therefore, if any cell is left blank and no rate is quoted by the bidder, rate of such item shall be treated as “0” (ZERO). The bidder shall be required to execute such items at his quoted rate of zero as per specifications, bill of quantity and GCC provisions.
10. On successful e-payment of tender processing fees, the Bidders can download the tender document (including Excel sheets, if any) from the e-tendering portal. The Bidders have to upload the details of e-payment towards processing fees, before the last date & time and download the tender documents (including Excel sheets, if any) from the e-tendering portal only, otherwise, it will not be possible for them to upload the e-tender documents on the e-tendering portal.

Note: Downloading the tender documents (including Excel sheets, if any) without confirmation of payment details on above e-tendering portal shall not be valid and rejected summarily.

Bidders are advised to upload their documents well in time, to avoid last minutes rush on the server or complications in uploading. IPR, in any case, will not be responsible for any type of problem in uploading the documents.

11. The bidders are solely responsible to keep their email and bank account active and to update their profile in case of change. This is essential as communication shall preferably be done by

e- mail by Institute. Moreover, all the auto generated mail by e-tendering portal shall be sent on this e-mail address.

12. Contractor can upload documents in the form of JPG format and PDF format.
13. Bidders are advised to open bank account with core banking solution branch (with NEFT / RTGS) in order to facilitate online payment of tender processing fee for their own benefit.
14. The detailed NIT and Technical bid shall be part of agreement. If the bidder at any stage refuses to accept the same, the bid shall be rejected and Earnest Money Deposit shall be forfeited. Further disciplinary action is liable to be taken including.
15. In case of any problem with the submission of the tender document, the Bidder may have the assistance of help desk or use the help manual given on the said website or mobile and e-mail mentioned elsewhere.

## PART-B: TENDER NOTICE DETAILS

1	NIT No.	<b>IPR/TN/CIVIL/03/2017 dated 28.5.2017</b>
2	Name of work	<b>False ceiling / interior development and renovation at first floor offices at Institute for Plasma Research (IPR), Bhat, Gandhinagar.</b>
3	Scope of Work	Supplying and Erecting of False ceiling / interior development and renovation including Phenotherm insulation, removing and refixing of the electrical fittings, covering of the furniture etc at IPR, BHAT, Gandhinagar
3	Estimated cost	<b>₹ 46,70,000/- (Approximately) (Excluding GST/service tax)</b>
4	Earnest Money Deposit	<b>₹ 93,400/-, to be submitted</b> in the form of demand draft or Pay order of Nationalized Bank/ICICI /IDBI/ AxisBank /HDFCBank in favour of INSTITUTE FOR PLASMA RESEARCH, Bhat, Gandhinagar, Gujarat. The bid can only be submitted after uploading the scanned copy of DD etc and original should be deposited in office of Tender Inviting Authority within the period of bid submission.
4	Completion period	<b>120 Days (Including monsoon period, if any)</b>
5	Tender document cost	<b>NIL</b>
6	Tender processing fees in favour of service provider.	<b>₹ 2685/-</b> , by e-payment through electronic mode to M/s ITI Limited
7	Availability of tender documents for view and download after Paying of processing fee	<b>from 29.5.2017 (9.00 Hours) to 19.6.2017 (17:00 Hours) on website <a href="http://www.tenderwizard.com/DAE">www.tenderwizard.com/DAE</a></b> The tender document is also available on the website: <a href="http://www.ipr.res.in/documents/tenders.html">http://www.ipr.res.in/documents/tenders.html</a> (for reference only and not for online submission)
8	Seeking clarification on Tender document, if any	The Bidder can seek clarifications regarding tender document up to <b>23.6.2017 (16:00 Hours)</b> by uploading their queries on website <a href="http://www.tenderwizard.com/DAE">www.tenderwizard.com/DAE</a> . The clarifications will be uploaded on the same web portal by <b>27.6.2017 (17:00 Hours)</b> .
9	Help Desk for e-tendering related queries /services	a) Representative of M/s ITI Shri Sunil K Patel Mobile No. 09624981992 e-mail : <a href="mailto:twhelpdesk426@gmail.com">twhelpdesk426@gmail.com</a> , <a href="mailto:daehelpdesk@tenderwizard.co.in">daehelpdesk@tenderwizard.co.in</a> , <a href="mailto:nodalofficer.et@ipr.res.in">nodalofficer.et@ipr.res.in</a> b) All India Help line No: 91-80-40482000, 18004255048 e-mail: <a href="mailto:daehelpdesk@tenderwizard.co.in">daehelpdesk@tenderwizard.co.in</a> From 10.00 AM to 6.00 PM on all working days.
10	Address for site visit, if any	Site visit by Agencies (if any) - Up to <b>23.6.2017 (16:00 Hours)</b> Contact office of Division Head, Civil Maintenance Group at Institute for Plasma Research, Near Indira Bridge, Bhat, Gandhinagar -382428 Phone no.: 079 23964023/4104 Fax: 079 23962277 e-mail : <a href="mailto:smpatel@ipr.res.in">smpatel@ipr.res.in</a>
11	Last date and time of closing of online submission of tenders	<b>5.7.2017 (13:00 Hours)</b>
12	Date and time of online opening of technical bid.	<b>5.7.2017 (14:30 Hours)</b> in the Division Head, Civil Maintenance Group at IPR division, Institute for Plasma Research, Near Indira Bridge, Bhat, Gandhinagar -382428
<b>Note: Director, IPR reserves the right to accept or reject any application(s), without assigning any</b>		

**reason thereof. The applications with any condition shall be rejected forthwith.**

**The time allowed for carrying out the work will be 120 Days (including Monsoon period from the 15<sup>th</sup> day after the date of written orders / LOI to commence the work or from the first day of handing over of the site, whichever is later, in accordance with the phasing, if any, indicated in the tender documents.**

## PART-C: REQUIREMENTS AND ELIGIBILITY CRITERIA

The Bidders, who fulfill the following requirements on their own, shall only be eligible to apply. Joint ventures are not accepted.

1.	<p>Should have satisfactorily completed False ceiling / interior development and renovation work as mentioned below during the last five years ending on 31<sup>st</sup> May, 2017</p> <p>(i) Three works each costing not less than ₹ 18 Lacs or</p> <p>(ii) Two works each costing not less than ₹. 28 Lacs or</p> <p>(iii) One work costing not less than ₹. 37 Lacs</p> <p>Note: A certificate for qualifying completed work(s) issued by Engineer in Charge or Owner or Consultant/Architect duly certified by the owner should be attached as per prescribed format.</p>
2.	Should have minimum of five years of experience in False ceiling / interior development and renovation / building construction as on 31 <sup>st</sup> May, 2017.
3.	Should have valid minimum bank solvency of a Nationalized Bank/Scheduled Bank of ₹ 18 Lacs.
4.	Should have had minimum average annual turnover of ₹ 115 lacs during the last three years ending 31 <sup>st</sup> March, 2017.
5.	Should not have incurred any loss in more than two years during the last five years ending on 31 <sup>st</sup> March, 2017.
6.	Proof of registration with Government / Semi Government organizations / Statutory Bodies / reputed organization like CPWD, MES, BSNL, Railways, State PWDs etc. in appropriate class OR having experience in execution of similar nature of works.
7.	<p>The <b>bidding capacity</b> of the Bidder should be equal to or more than the cost of the work. The bidding capacity shall be worked out by the following formula:</p> <p><b>Bidding Capacity = (A x N x 2) - B</b></p> <p>Where, <b>A</b>= Maximum value of construction works executed in any one year during the last five years taking into account the completed as well as works in progress. <b>The works considered for evaluating this value shall be detailed in Form –“C”.</b></p> <p><b>N</b>= Number of years prescribed for completion of work for which tender application has been invited.</p> <p><b>B</b> = Value of existing commitments and ongoing works to be completed during the period of completion of work for which tender has been invited. <b>The works considered for evaluating this value shall be detailed in Form –“D”.</b></p> <p><b>The Bidder shall workout the bidding capacity as per above procedure and upload the same.</b></p>

**In addition to the supporting documents for eligibility criteria, information for the following to be submitted:**

1.	<b>List of Completed works during last 5 years ending on 31<sup>st</sup> May, 2017</b> (As per Form "C")
2.	<b>List of all ongoing Works.</b> All works of any nature in hand must be furnished. No works shall be left out. (As per Form "D")
3.	<b>List of construction plant, machinery,</b> equipments, accessories & infrastructure facilities possessed by the Bidder and that proposed to complete the work in time. (As per Form "H")
4.	<b>List of Administrative &amp; Technical staff</b> available with the Bidder and that proposed to be deployed to complete this work in time. (As per Form "G")
5	<b>DOCUMETNS :</b> (Scanned copy of original certificates to be uploaded)
	<b>i) PAN (Permanent Account Number) Registration</b>

**Undertaking to be submitted :**

	<b>Undertaking as per Form "I" of Tender document should be submitted.</b>
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	<p>The Bidder 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.</p> <p><b>Short listing of the agencies shall be subject to thorough verification of their credentials and inspection of works carried out by them (if required), through a Technical Evaluation Committee, constituted by IPR.</b> After evaluation of applications, a list of qualified tenderers shall be prepared for further opening of financial bid.</p> <p>If any information furnished by the Bidder is found incorrect at a later stage, they shall be liable to be debarred from tendering /taking up of work in IPR. IPR reserves the right to verify the particulars furnished by the Bidder independently and reject any application without assigning any reason.</p>
<p><b>NOTE: prospective agencies shall satisfy themselves of fulfilling all the NIT criteria before submission of tender. The Institute reserves the right to not consider the tender documents of the agencies not fulfilling the stipulated criteria.</b></p>	

## PART- D: DOCUMENTS TO BE SCANNED & UPLOADED

Prospective Bidders shall satisfy themselves of fulfilling all the eligibility criteria and in possession of all the documents required before submission of online tender document. The interested agencies are required to scan / fill in and upload the documents as per following lists within the period of bid submission:

**Note: The Bidders are requested to fill up the facts & figure in the prescribed format. Simply filling like Yes or No shall not be accepted.**

1	<b>Form "A": Financial information:</b> Financial Turn Over on construction works certified by CA & Profit & Loss statement certified by CA. <b>Note: Supporting other Financial documents may be uploaded. Entire Balance sheet need not be uploaded.</b>
2	<b>Form "B"- Solvency certificate</b>
3	<b>Form "C":</b> List of Completed works during last 5 years ending on <b>31<sup>st</sup> May, 2017</b>
4	<b>Form "D":</b> List of all ongoing Works. All works of any nature in hand must be furnished. Any ongoing works left out shall be viewed seriously, leading to rejection of application. No works shall be left out.
5	<b>Form "E"- Performance report of works referred to in form "C" &amp; "D"</b>
6	<b>Form "F"- Structure &amp; organization</b>
7	<b>Form "G"- List of Administrative &amp; Technical staff</b> available with the Bidder and that proposed to be deployed to complete this work in time
8	<b>Form "H"- List of construction plant, machinery,</b> equipments, accessories & infrastructure facilities possessed by the Bidder and that proposed to complete the work in time
9	<b>Form "I"- Undertaking</b> that the list submitted towards eligible similar work(s) have not been executed through another contractor on back to back basis.
10	Proof of registration with Government / Semi Government organizations / Statutory Bodies / reputed organization like CPWD, MES, BSNL, Railways, State PWDs etc. in appropriate class OR having experience in execution of similar nature of works.
11	<b>Form-"J" - Letter of transmittal</b> (To be up-loaded on their letter head)
12	E-payment towards <b>tender processing fees</b> in favour of M/s. ITI Ltd , New Delhi.
13	<b>PAN registration</b>
14	Power of attorney of the signatory of bid as per relevant clause of NIT
15	<b>Additional information</b> if any to meet the eligibility criteria of pre-qualification
<b>Note : Scanned copy of original certificates to be uploaded</b>	

Note: It is binding on the bidder to fill the data required for assessment of eligibility criteria in the excel sheet uploaded for the purpose. The technical evaluation shall be done based on the data provided in excel sheet and the relevant document uploaded to support the same. In case where the relevant information is not filled in the uploaded excel sheets while commensurate supporting documents are uploaded, the supporting documents shall not be considered in evaluation as the technical evaluation sheet is auto generated by system. Therefore the bidders in their own interest shall fill all the relevant information in excel sheets and upload commensurate supporting documents. The IPR shall not accept any new document for prequalification after bid opening. IPR may ask for clarification and submission of documents in support of documents/information already submitted.

**PART - E: STANDARD FORMATS FOR ELIGIBILITY CRITERIA TO BE  
UPLOADED**

**FORM "J": LETTER OF TRANSMITTAL**

**From:**

To  
Director,  
Institute for Plasma Research,  
Bhat, Gandhinagar – 382006

**Subject:** Submission of bids for the work False ceiling / interior development and renovation work at first floor offices at IPR-Bhat, Gandhinagar

Sir,

Having examined the details given in press notice and bid document for the above work, I/We hereby submit the bid document and other relevant information.

1. I/We hereby certify that all the statements made and information supplied in the enclosed Forms "A" to "I" and accompanying statements are true and correct.
2. I/We have furnished all information and details necessary for eligibility and have no further pertinent information to supply.
3. I/We submit the requisite certified solvency certificate and authorize IPR to approach the Bank issuing the solvency certificate to confirm the correctness thereof. I/We also authorise IPR officials to approach individuals, employers, firms and Institute to verify our competence and general reputation.
4. I/We submit the following certificates in support of our suitability, technical know how and capability for having successfully completed the following works:

S. No.	Name of work	Certified by/from

Enclosures.      1.  
                             2.  
                             3.

Date of submission:

Seal and signature of bidder

## **FORM "A": FINANCIAL INFORMATION**

- I. Financial Analysis** - Details to be furnished duly supported by figures in balance sheet/ profit and loss account for the last five years duly certified by the Chartered Accountant, as submitted by the Bidder to the Income Tax Department (copies to be scanned & uploaded).

Particulars	Financial Year				
	2012-13	2013-14	2014-15	2015-16	2016-17
i) Gross Annual turnover on construction work					
ii) Profit/Loss					
iii) Certified by					

**Signature of Chartered Accountant with seal**

**FORM "B": FORM OF BANKER'S CERTIFICATE FROM  
SCHEDULED BANK**

This is to certify that to the best of our knowledge and information that  
M/s. \_\_\_\_\_ ( with address ) a customer of our bank are / is  
respectable and can be treated as good for any engagement upto a limit of \_\_\_\_\_ Rs.  
\_\_\_\_\_ (Rupees \_\_\_\_\_).

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

(Signature)  
For the Bank

NOTE:       (1)     Bankers certificates should be on letter head of the Bank.  
              (2)     In case of partnership firm, certificate should include names of all partners as  
                          recorded with the Bank.

**FORM "C": PRESCRIBED FORMATS: DETAILS TO BE FURNISHED FOR COMPLETED WORKS DURING LAST FIVE YEARS ENDING ON 31st May 2017**

Details	Work -1	Work -2	Work- 3
Project name & Location:			
Owner or client: (Name and Address, contact Number of			
Officer to whom reference can be made)			
Project description:			
1. Type of Building:			
2. Type/nature of works details.			
Whether For Government/Semi Government/ Government undertaking/ Government autonomous bodies:			
Tendered Project Cost:			
Actual Project Cost:			
Project duration (as per contract): (in months)			
Start date (dd/mm/yy):			
Actual date of Completion (dd/mm/yy):			
Actual duration (Months):			
Reasons for delay (if any):			
Any penalty/ Bonus:			
Any Litigation/ Arbitration/claim/Dispute pending (with details of claim and award if any):			
Copy of Completion certificate & Work order received from client to be attached			

**Note:**

- 1) For similar completed works ,Original or attested scanned copies of initial work order and final completion certificate from client have to be uploaded.
- 2) The final completion certificate shall mention Name of work, Work order value, Completion value, duration, Client name & Address, Location of work, Stipulated start and completion date, Actual Start and Completion date, Reasons for Delay (if any), Nature of Work etc.
- 3) Bidder should submit separate form for giving details of work completed for each year, separate sheets if any shall be numbered in sequence.
- 4) Certified that the above list of work complete and no work has been left-out and the information given is correct to knowledge and belief.

**FORM “D”: INFORMATION ABOUT All ONGOING WORKS:**

Details	Work -1	Work -2	Work- 3
a) Project name & Location :			
b) Owner or client: (Name and Address, contact Number of Officer to whom reference can be made):			
c) Project details in brief:			
d) Stipulated start date :			
e) Actual Start date :			
f) Time period :			
g) Stipulated completion date :			
h) Present Status of work in Percentage completion:			
i) Work Order Value (in lakhs) :			
j) Work done value (RA bill) of work (in lakhs):			
k) Type/nature of works details.			
l) slow progress if any and Reasons for Delay, if any:			
m) Copy of Work order received from client to be attached			

Note:

- 1) Original or attested scanned copies as well as hardcopies of initial work order from client have to be uploaded.
- 2) The certificate shall mention Name of work, Work order value, duration, Client name & Address, Location of work, Stipulated start and completion date, Actual Start and Completion date, Reasons for Delay (if any) , Nature of Work etc.
- 3) Certified that the above list of work is complete and no work has been left-out and the information given is correct to knowledge and belief.

**FORM "E": PERFORMANCE REPORT OF WORKS REFFERED TO IN FORM "C" & "D":**

**(Separate certificate for each work/ Project)**

1	Name of work/Project & Location	
2	Client / Owner Name and Address	
3	Agreement No.	
4	Estimated cost	
5	Tender cost (work order value)	
6	Stipulated start date	
7	Actual date of start	
8	Date of completion	
(i)	Stipulated date of completion	
(ii)	Actual date of completion	
(iii)	Present position of work, if in progress	
9	Completion Value / Work done value till date:	
10	Amount of compensation levied for delayed completion, if any.	
11	Amount of reduced rate items, if any.	
12	Performance Report.	
(1)	Quality of work	Very Good/Good/Fair/Poor
(2)	Financial soundness	Very Good/Good/Fair/Poor
(3)	Technical Proficiency	Very Good/Good/Fair/Poor
(4)	Resourcefulness	Very Good/Good/Fair/Poor
(5)	General behavior	Very Good/Good/Fair/Poor
(6)	Time Consciousness	Very Good/Good/Fair/Poor

Dated:

Owner or Executive Engineer or equivalent

Signature with Seal

## **FORM “F” INFORMATION ABOUT ORGANISATION STRUCTURE:**

Sr. No.	Particulars	Details to be filled
1	Name of Firm	
2	Postal Address	
3	Contact Nos.	
	Office	
	Residence	
	Mobile	
4	Fax No.	
5	Name of Contact Person	
6	E – mail Address	
7	Legal status of Bidder : (Please tick and attach attasted copies of original document defining the legal status)	
	(1) An Individual	
	(2) A Proprietary firm	
	(3) A Partnership firm	
	(4) A Pvt. Ltd. Company	
	(5) A Public ltd. Company or Corporation	
8	Particulars of registration with various Government bodies (scanned & uploaded photocopy)	
	<b>Dept./Organisation &amp; Place of registration, Registration No.</b>	
9	Any other information considered necessary but not included above.	

**Note:** Bidder should attach separate sheets if required and if space given in the formats is not sufficient but strictly as per above formats only.

**FORM "G": INFORMATION ABOUT ADMINISTRATIVE & TECHNICAL STAFF AVAILABLE WITH THE BIDDER AND THAT PROPOSED TO BE DEPLOYED TO COMPLETE THIS WORK IN TIME:**

**1.0** The bidders should submit list of technical and administrative employees for proper execution of project. The bidder should submit a list of these employees stating how these would be involved in the project.

<b>Sr. No.</b>	<b>Name</b>	<b>Qualification</b>	<b>Designation</b>	<b>Total Experience (In years)</b>	<b>Remarks</b>

**Note:** 1 - The bidders should submit list of technical and administrative employees for proper execution of project. The bidder should submit a list of these employees stating how these would be involved in the project.

2. Bidder should attach separate sheet if required and if space given in the formats is not sufficient but strictly as per above formats only.

**FORM "H": INFORMATION ABOUT CONSTRUCTION PLANT, MACHINERY, EQUIPMENT, ACCESSORIES, INFRASTRUCTURE FACILITY POSSESSED BY THE BIDDER AND THAT PROPOSED TO BE DEPLOYED TO COMPLETE THIS WORK IN TIME**

Nos	Name	No of Units	Type & Make	Capacity	Owned / Leased	Health Certificate attached Yes/No.
1	Excavator					
2	Front End Loader					
3	Vibratory Roller					
4	Water tanker/sprinkler					
5	Dumper					
6	Plate compactor					
7	Concrete mixer					
8	Digital weight batcher					
9	Vibrator					
10	Generator					
11	Air compressor					
12	Concrete breaker					
13	Welding machine					
14	Surveying Equipments					
15	Shuttering Plates/System (sq.mts)					
16	H frames / MS Props support					
17	Construction Tower Cranes					
18	Batching Plant					
19	Concrete Pump					
20	Bar Bending and Cutting machines					
21	Construction Lift					
22	Soil Compactor					
23	List of site Laboratory Testing Machines (Attach Separate List)					
24						
25						
26						

**FORM "I": UNDERTAKING TO BE FURNISHED ONLINE BY THE BIDDER** - TO BE UPLOADED BY THE BIDDER ON THEIR LETTER HEAD AFTER SIGNING THIS TEMPLATE (UNDRTAKING)

Name of Work: False ceiling / interior development and renovation of first floor offices at IPR-Bhat, Gandhinagar

Tender number: IPR/TN/CIVIL/03/2017 dated 28.5.2017 (Two Bid System):

**I DO HEREBY UNDERTAKE**

- 1 That all the information being submitted by me is genuine, authentic, true and valid on the date of submission of tender and if any formation is found to be false at any stage of tendering or contract period I will be liable to the penal actions as prescribed in NIT.
- 2 That I accept all terms and conditions of NIT, including general terms and condition, special / additional terms and conditions, addendum, corrigendum, clarifications as stated there in the tender document as available on the website.
- 3 That I am giving my consent for e-payment.
- 4 That I do authorize IPR for seeking information / clarification from by bankers, clients having reference in this bid.
- 5 That I have uploaded photo copies of all relevant documents as prescribed in the tender document in support of the information and data furnished by me online.
- 6 That I accept all the undertakings as specified elsewhere in the tender document.
- 7 That this online agreement will be a part of my bid and if the work is awarded to me /us, this will be a part of our agreement with orporation.
- 8 That I hereby forward Earnest Money Deposit in demand draft or Pay order of Nationalized Bank/ ICICI/IDBI/Axis Bank / HDFC bank. If I/we, fail to furnish the prescribed performance guarantee within prescribed period, I/we agree that the said Director, IPR 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, it I/we fail to commence work as specified, I/we agree that Director, IPR 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 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 & Performance Guarantee as aforesaid. I/We shall be debarred for participation in the re-tendering process of the work.
- 9 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 notice of Department, then I/We shall be debarred for tendering in The Institute 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.

Signature of Bidder  
with seal

## SECTION – 1      (iii)      BRIEF PARTICULARS OF THE WORK

The proposed site is located at IPR-Bhat, Gandhinagar, Gujarat.

The tenderer is advised to visit the site of work with prior permission of Division Head, Civil Maintenance Group, Institute for Plasma Research to acquaint himself with access to sites location for stacking the materials probable tapping points for construction water and electric power. The contractor carrying out this work will strictly abide by security regulation of the Institute and also local statutory regulations imposed by the Institute / Police authorities regarding transshipment of any equipment, operation, drainage, security etc., wherever applicable.

### TENTATIVE SCOPE OF WORK:

False ceiling / interior development and renovation work at first floor offices – including metallic false ceiling with grid work etc as per manufacturer's specifications, insulation, removing and refixing of the electrical fittings at IPR, BHAT, Gandhinagar

## SECTION – 1 - (iv) INFORMATION & INSTRUCTIONS FOR BIDDERS

### 1.0 General:-

1.1. All information called for in the enclosed forms should be furnished against the relevant columns in the forms. If for any reason, 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 made in that column. If any particulars /queries are not applicable in case of the Bidder, it should be stated as "Not Applicable". The Bidders may please note that giving incomplete/ unclear information called for in the forms, or making any change in the prescribed forms, or deliberately suppressing any information, may result in disqualification of the Bidder summarily. Applications duly filled in / scan copies of original shall be uploaded in web site: [www.tenderwizard.com/DAE](http://www.tenderwizard.com/DAE) before closing date and time of online submission of tender. **No applications shall be received in physical form.**

1.2. The Bidder should sign each page on the application along with enclosures with rubber stamp before scanning / uploading.

1.3. Overwriting should be avoided. Corrections, if any, should be made by neatly crossing out and shall be rewritten with initials and date. Pages of the pre-qualification document are numbered. Additional sheets, if any added by the Bidder, should also be numbered by him. They should be uploaded along with letter of transmittal.

1.4. References, information and certificates from the respective clients certifying suitability, technical know how or capability of the Bidder should be signed by an officer not below the rank of Executive Engineer or equivalent.

1.5. The Bidder 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 superfluous information. No information shall be entertained after submission of tender document unless the Institute calls for it.

1.6. Any information furnished by the Bidder found to be incorrect either immediately or at a later date, would render him liable to be debarred from tendering/taking up of work in **IPR**.

1.7. Any clarification given by the Institute on the basis of queries raised by the Bidders shall be uploaded and shall become part of the tender condition.

1.8. The Bidder can seek clarifications regarding tender document up to **23.6.2017 (16:00 Hours)** by uploading their queries on website [www.tenderwizard.com/DAE](http://www.tenderwizard.com/DAE). The clarifications will be uploaded on the same web portal by **27.6.2017 (17:00 Hours)**. No request for clarification will be considered after **23.6.2017 (17:00 Hours)**.

### 1.9. Confidentiality Clauses: -

#### i) Confidentiality:

No party shall disclose any information to any 'Third party' concerning the matters under this contract generally. In particular, any information identified as " Proprietary" in nature by the disclosing party shall be kept strictly confidential by the receiving party and shall not be disclosed to any third party without the prior written consent of the original disclosing party.

This clause shall apply to the sub-contractors, consultants, advisors or the employees engaged by a party with equal force.

ii) **"Restricted information":-**

Any contravention of the above-mentioned provisions by any contractor, sub-contractor, consultant, adviser or the employees of a contractor, will invite penal consequences under the above said legislation.

iii) Prohibition against use of **IPR's** name without permission for publicity purposes: The contractor or sub-contractor, consultant, adviser or the employees engaged by the contractor shall not use **IPR's** name for any publicity purpose through any public media like Press, Radio, TV or Internet without the prior written approval of IPR.

2.0 **Method of Application:**

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

2.2 If the Bidder 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.

2.3 If the Bidder 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 latter 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.

2.4 If the Bidder is a limited company or corporation, the application shall be signed by a duly authorised person holding power of attorney for signing the application accompanied by a copy of the power of attorney. The Bidder should also upload a copy of the Memorandum of Articles of Association duly attested by a Public Notary.

3.0 **Final Decision Making Authority:**

The Director, IPR reserves the right to accept or reject any application/s and to annul the pre-qualification process and reject all applications at any time, without assigning any reason or incurring any liability to the Bidders.

4.0 **Particulars provisional:**

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

5.0 The **bidding capacity** of the Bidder should be equal to or more than the cost of the work. The bidding capacity shall be worked out by the following formula:

$$\text{Bidding Capacity} = (A \times N \times 2) - B$$

Where,

**A**= Maximum value of construction works executed in any one year during the last five years taking into account the completed as well as works in progress. **The works considered for evaluating this value shall be detailed in Form –“C”.**

**N**= Number of years prescribed for completion of work for which tender application has been invited.

**B** = Value of existing commitments and ongoing works to be completed during the period of completion of work for which pre-qualification has been invited. **The works considered for evaluating this value shall be detailed in Form –“D”.**

**The Bidder shall workout the bidding capacity as per above procedure and upload the same.**

6.0 The Bidder should **own construction equipment** as per list required for the proper and timely execution of the 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.

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

## **B - GENERAL RULES & DIRECTIONS**

**1.0 Scope of bid :** The Institute for plasma research (referred to as IPR in these documents) invites bids for the work. The successful bidder should provide the services during the period of work as per the terms and conditions specified in the NIT, general condition of contract, technical specifications, special conditions of contract and schedules.

### **2.0 Eligible bidders**

2.1 Bidding is open to all eligible bidders meeting the eligibility criteria as defined in prequalification criteria. Bidders are advised to note the eligibility criteria specified in the notice inviting tender.

2.2 Incomplete bids and bidders not meeting the minimum qualification criteria shall be summarily rejected. It may be noted that mere submission of bid does not imply that your offer shall be considered. Tenders are considered only after IPR themselves assess the document submitted along with the bid by the bidder meets the eligibility criteria as specified in notice inviting e-tender during evaluation of bid.

2.3 The bidder who has been blacklisted / de-registered / holiday at any of the sites of IPR, DAE, any other government department shall not be eligible for participation in tenders of IPR for that period.

### **3.0 One bid per bidder**

3.1 Each bidder shall submit only one bid. A bidder who submits or participates in more than one bid will cause the bidder's participation to be disqualified for all the proposals.

### **4.0 Cost of bidding**

4.1 The bidder shall bear all costs associated with the preparation and submission of his bid and the Institute will in no case be responsible and liable for these costs.

### **5.0 Site visit**

5.1 The bidder and any of his authorized personnel or agents will be granted permission by the IPR to enter upon its premises and lands for the purpose of site visit. The Bidder is advised to visit the site of work, at his own cost, and examine it and its surroundings by himself, collect all information that he considers necessary for proper assessment of the prospective assignment. He may contact Division Head, Civil Maintenance Group at IPR ( e-mail: [smpatel@ipr.res.in](mailto:smpatel@ipr.res.in)), Institute for Plasma Research, Near Indira Bridge, Bhat, Gandhinagar -382428. **Tel No:-079-23964023/4104** for fixing appointment prior to visit the site. However, the bidder, his personnel and agents will be responsible against all liability in respect thereof, including death or personal injury, loss of or

damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.

5.2 The bidder should inform the Institute at least three days in advance about the proposed site visit.

5.3 The bidder, at his own responsibility and risk is encouraged to visit, inspect and survey the site and its surroundings and satisfy himself before submitting his bid as to the form and nature of the site, the means of access to the site, the accommodation he may require, etc.

5.4 In general, bidders shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their bid. A bidder shall be deemed to have full knowledge of the site, whether he inspects it or not and no extra claims due to any misunderstanding or otherwise shall be allowed.

5.5 The costs of visiting the site shall be at the bidders' own expense. Any report shared at the site, by the Institute is subject to verification by the contractor. Any deviations of information in the report and the actual site will not be the responsibility of the IPR.

5.6 The bidders are requested to bring photo identification like passport, voters' identity card, and driving license, PAN card, identity card issued by employer etc. for security regulations. Any electronic devices like mobiles, radio, transistors camera etc. are not allowed inside IPR premises and the same shall be left at security gate at the risk of bidders.

5.7 The bidder shall forward any query/question by e-mail within the stipulated date and time given in NIT. The clarification given by the IPR shall be visible to all the bidders without disclosing the identity of the bidder raising the query. The questions/query received after stipulated date and time shall not be entertained and no response shall be forwarded. The submission of bid shall mean that the bidder has seen the response and accepts the content.

## **6.0 Content of bidding documents**

6.1 Submission of a bid by a bidder implies that he has read this notice and all other contract documents, clarification, addendum, corrigendum and has made himself aware of the scope and specifications of the work to be executed and of conditions.

6.2 The bidder shall submit the bid, which satisfies each and every condition laid down in the bid documents, failing which, the bid is liable to be rejected.

6.3 The documents listed below comprise one set of bid document:

- Notice Inviting tender (Including Eligibility criteria), e tender notice
- Special Conditions of Contract
- General Conditions of Contract
- Technical Specifications / Datasheets
- Drawings, if any
- Formats of various contractual documents as applicable viz: Security Deposit, format of completion certificate and format of Performance Guarantee.
- Bill of quantities

## **7.0 Pre-bid meeting: Not applicable**

## **8.0 Amendment of bid documents**

8.1 Before the deadline for submission of bids, the IPR may modify the bidding documents by issuing addenda on web site.

8.2 Any addendum so issued shall be part of the bid documents as well as contract document.

8.3 To give prospective bidders reasonable time to take an addendum into account in preparing their bids, the IPR may extend the date for submission of bids, if necessary.

8.4 Corrigendum, addendum or any other information regarding tender shall be uploaded only on web site. Hence, the bidders are requested to visit the web site ([www.tenderwizard.com/DAE](http://www.tenderwizard.com/DAE)) regularly. The above documents shall become part of bid and agreement. Submission of bid shall imply that bidder has noted and accepted content of all the corrigendum/addendum/clarifications and affect of same has been included in price bid.

## **9.0 Language of the bid**

9.1 All documents relating to the bid shall be in the English language, unless stated otherwise.

## **10.0 Earnest Money Deposit**

10.1 The Earnest Money Deposit amount may be paid in the modes described below. The IPR shall not pay interest on the same in any case. The bidder is responsible for timely payment of Earnest Money Deposit , so that IPR receives the same before stipulated date and time. Even if the payment made by the bidder within the stipulated date and time is not received by the IPR due to reasons beyond control of the bidder, bid will be considered as non-responsive and rejected. If the Earnest Money Deposit amount paid by bidder is less than stipulated, the bid shall be rejected.

**The Earnest Money Deposit to be submitted** in the form of demand draft or Pay order of Nationalized Bank/ICICI /IDBI/AxisBank /HDFC Bank in favour of INSTITUTE FOR PLASMA RESEARCH, Bhat, Gandhinagar, Gujarat. The bid can only be submitted after uploading the scanned copy of DD etc and original should be deposited in office of Tender Inviting Authority within the period of bid submission. The bidder is solely responsible for timely deposition of Earnest Money Deposit in the correct account.

10.2 EMD exempted – Not applicable

10.3 (a) in case of two part bid, the Earnest Money Deposit of technically unqualified bidders after technical evaluation shall be returned.

(b) Earnest Money Deposit of qualified unsuccessful bidders will be returned to them within a month (30 days) from the date of acceptance of bid of the successful bidder.

(c) Earnest Money Deposit of successful bidder will be returned after submission of the performance guarantee amount.

(d) Earnest Money Deposit of the bidder who has withdrawn the bid shall be returned after opening of the bid.

10.4 The Earnest Money Deposit shall be forfeited, if;

a) The bidder withdraws / modifies his bid or any item thereof after opening of bid.

b) The successful bidder fails within the specified time limit to submit the performance guarantee and commence the work.

10.5 The IPR at its discretion shall refund the Earnest Money Deposit by RTGS/NEFT or through any other electronic mode to the account number as registered by the bidder himself on e-tendering portal.

11.0 Bid prices, rates & taxes

11.1 The bidder should quote his rates in figures only.

11.2 In the case of item rate tenders, only rates quoted shall be considered. In case of lump sum tender, only lump sum quoted amount shall be considered.

11.3 The rates, prices and total bid price submitted by the contractor shall be inclusive of terminal or other duties, VAT, CST, turnover tax, work contract tax, octroi, cess, or any other similar tax applicable under the existing laws or levy by the statutory authorities/state/central government in performance of this contract except service tax.

11.4 Tax deduction at source

At the time of its payments due to the contractor under this contract, the statutory deduction of income tax at source (IT TDS) shall be made from time to time as may be required by the government of

IPR shall provide the necessary withholding tax certificates to the contractor within the time stipulated by the relevant law to enable the contractor to file the same with the government.

11.5 The evaluation of price bid will be done strictly on the basis of rates/total bid price quoted by bidder in the price bid format plus service tax as applicable.

## **12.0 Currencies of bid and payment**

12.1 The unit rates and the prices shall be quoted by the bidder in Indian rupees, unless otherwise specified in the special conditions of contract.

## **13 Bid validity**

13.1 The bids submitted shall remain valid for acceptance for a period of **90 days** from the date of opening of the bid. The bidder shall not be entitled during the period of validity, to revoke or cancel his bid or vary / modify the bid given or any item thereof. In case of bidder revoking or canceling his bid, varying any terms in regard thereof, the full amount of Earnest Money Deposit paid by the bidder along with the bid shall be forfeited by IPR.

13.2 In exceptional circumstances, prior to expiry of the original bid validity period, IPR may request the bidders to extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing. A bidder may refuse the request without forfeiting its Earnest Money Deposit but his bid will not be considered. A bidder agreeing to the request will not be required or permitted to modify its bid, but will be required to extend the validity of its Earnest Money Deposit for the period of the extension.

#### **14.0 Alternative proposals by bidders**

14.1 Bidders shall submit offers that comply with the requirements of the bidding documents, including the basic technical design as indicated in the drawing and specifications. Alternatives will not be considered.

#### **15.0 Submission of the bids**

15.1 The date and time of on-line bid submission shall remain unaltered even if the specified date for the submission of the bid is declared as holiday for the office inviting tender.

15.2 The IPR may extend the deadline for submission of bids by issuing an amendment, in which case, all rights and obligations of the Institute and the bidders previously subject to the original deadline will then be subject to the new deadline.

15.3 Any bid received by the IPR after the deadline prescribed above will be rejected.

15.4 The bidders shall note the following before submission of bid

- (a) If the digital signature certificate (DSC) holder is sole proprietor of the firm, power of attorney need not be submitted.
- (b) In case DSC holder is bidding on behalf of partnership firm, joint venture, consortium etc. power of attorney or any other legally acceptable document viz. partnership deed, board resolution etc authorizing DSC holder to bid on behalf of the bidder is to be uploaded. In case of non-submission the bid shall be summarily rejected.

#### **16.0 Bid opening**

16.1 Tender opening shall be done on-line only. If the date of opening is declared as holiday then bid will be opened on next working day. In exceptional cases opening of tenders can be done on any day or time after scheduled date and time of opening. Corrigendum issued for opening of tender shall be uploaded on website.

16.2 The bids without stipulated Earnest Money Deposit amount and other mandatory documents as per NIT shall be summarily rejected.

16.3 In two part tenders financial bid of only qualified bidder shall be opened.

#### **17.0 Clarification of bids**

17.1 To assist in the examination and comparison of bids, the IPR may, at its discretion, ask any bidder for clarification of his bid, including breakdown of unit rates. The request for clarification and the response shall be in writing or by email / fax, but no change in the price or substance of the bid shall be sought, offered, or permitted. If the bidder does not respond within the stipulated time, then the bid of the bidder will be evaluated on its own merit.

17.2 Bidder shall not contact the IPR on any matter relating to his bid from the time of the bid opening to the time the contract is awarded.

17.3 Any effort by the bidder to influence the IPR bid evaluation, bid comparison or contract award decisions, may result in the rejection of his bid.

#### **18.0 Examination of bids and determination of responsiveness**

18.1 Prior to detailed evaluation of bids, the IPR will determine whether each bid(s) meets (a) the minimum requirements as per pre-qualification criteria (b) is accompanied by the required Earnest Money Deposit (c) is responsive to the requirements of the bidding documents (d) has been properly signed by authorized signatory as per clause-15.4 .

18.2 A responsive bid is one which conforms to all the terms, conditions and specification of the bidding documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial change in scope, quality or performance of the works; (b) which limits in any substantial way, the IPR's rights or the bidder's obligations under the contract; or (c) whose rectification would affect unfairly the competitive position of other bidders presenting responsive bids.

## **19.0 Evaluation and comparison of bids**

19.1 The Institute reserves the right to accept or reject any offer. IPR also reserves the right to award only part of the work.

19.2 The estimated effect of the price adjustment conditions under variations and deviations of the conditions of contract, during the period of implementation of the contract, will not be taken into account in bid evaluation.

## **20.0 Award criteria**

20.1 The IPR shall award the contract to the bidder whose evaluated offer / bid has been determined to be the technically suitable and financially lowest (L1) and is substantially responsive to the bidding document, provided further that the bidder is determined to be qualified to execute the contract satisfactorily. The technically and financially suitable bids in other types of bids shall be decided as per criteria given in eligibility requirement. In case of tie between two lowest bidders, both the bidders shall be given a chance to offer rebate to decide the lowest bid. If the situation still remains same the lottery shall be adopted to decide the award.

20.2 L-1 bidder will be required to produce the original documents in support of the information furnished by him on line for verification as specified in NIT/e-tender notice. The bidder shall submit the same on any working day within specified period after issue of letter to this effect. In case the L-1 bidder fails to produce the documents within the specified period or if any of the information furnished by L-1 bidder on-line is found to be false during verification of original document, which changes the eligibility status of the bidder, then the bid shall be disqualified with forfeiture of Earnest Money Deposit and banning of the concerned bidder for participation in future tenders for five years. The next financial lowest qualified bidder shall be awarded the work subject to producing original documents.

20.3 Submission of illegible or blank document may render the bid non-responsive and liable for rejection. Submission of bid will be recognized and accepted as a certificate regarding authentication of all information provided in the bid and acceptance of all terms & conditions, general condition of contract, notice inviting tender etc., since such acceptance by bidder with digital signature is legally tenable.

20.4 The IPR reserves the right not to award the work without assigning reason and without incurring any liability to the bidder or bidders.

## **21.0 Notification of award and signing of agreement**

21.1 The bidder whose bid has been accepted will be notified of the award by the IPR prior to expiration of the bid validity period by issue of work order. The notification may also be made through letter of intent, wherein the work order shall follow.

21.2 The details of award can be seen on web site. The bidders can request for debriefing in writing within fifteen days of award. They shall be informed about suitable days to visit the office of the concerned officer. Requests beyond deadline shall not be entertained.

21.3 The work order will constitute the formation of the contract subject only to the furnishing of a performance guarantee within 30 days of issue of work order.

21.4 An agreement shall be made and signed by both the parties. The agreement will incorporate all correspondence between the IPR and the successful bidder, bid documents etc. The bid document as uploaded on website [www.tenderwizard.com/DAE](http://www.tenderwizard.com/DAE) shall be forming part of agreement. The successful bidder shall be responsible for compliance at his own cost with the stamp duty act of the state where the agreement is being executed. The non-judicial stamp paper of appropriate value after adjudication shall be submitted by the successful bidder at his own cost.

## **22.0 Corrupt or fraudulent practices**

22.1 The IPR requires that bidders / suppliers / contractors under this contract, observe the highest standard of ethics during the procurement and execution of this contract. In pursuance of this policy, the IPR:

(a) defines, for the purpose of these provisions, the terms set forth below as follows:

(i) "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and

(ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the IPR, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the IPR of the benefits of free and open competition.

(b) will reject a proposal for award of work if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

(c) will declare a bidder ineligible, either indefinitely or for a stated period of time, to be awarded a contract / contracts if at any time it determines that the bidder has engaged in corrupt or fraudulent practices in competing for, or in executing, the contract.

22.2 The bidder may make representation in connection with processing of tender directly and only to the competent authority (calling tender) as mentioned in the tender document. However, if such representation is found to be un-sustentative and/ or frivolous and if the tender has to be closed because of the delays / disruptions caused by such representations and the job has to be re-tendered, then such bidder will not be allowed to participate in the re-invited tender.

In case, any bidder while making such representation to competent authority also involves other officials of IPR and / or solicits/ invokes external intervention other than as may be permitted under the law and if the tender has to be closed because of the delays / disruptions caused by such interventions and has to be re-tendered, then the particular bidder will not be allowed to participate in the re-invited tender.

## **23.0 Disclosures**

23.1 Any change in the constitution of the contractor's firm, where it is a partnership firm, joint venture or consortium partnerships as declared in the bid should be disclosed to the IPR, at any time between the submission of bids and the signing of the contract.

## SECTION - 1 - (v) PROFORMA OF SCHEDULES

### SCHEDULE -A

Notice Inviting Tender: Page No. – 4 to 21

Scope or of work: **False ceiling / interior development and renovation work at first floor offices at Institute for Plasma Research (IPR), Bhat, Gandhinagar.**  
Page no.:- 22

Schedule of Quantities - As per Financial Bid / Price Bid

### SCHEDULE -B

Schedule of materials to be issued to the contractor. - No Material shall be supplied / Issued by Institute to the Contractor

### SCHEDULE -C

Tools and plants to be hired to the contractor – No Tools and Plants shall be supplied / hired to Contractor by the Institute

### SCHEDULE -D

Extra schedule for specific requirements/document for the work, if any. – Not Applicable

### SCHEDULE -E

Reference to General conditions of contract.

Name of Work: False ceiling / interior development and renovation work at first floor offices at Institute for Plasma Research (IPR), Bhat, Gandhinagar.

Estimated cost of work : Rs. **46,70,000/-**

(i) Earnest Money : Rs. **93,400/-**

(ii) Performance Guarantee : 5% of tendered value

(iii) Security Deposit : 2.5% of tendered value

### SCHEDULE - F

#### GENERAL RULES & DIRECTIONS :

Officer inviting tender : **The Division Head, Civil Maintenance Group, IPR, Bhat, Gandhinagar, Gujarat**

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. : **See below**

Definitions:

2(v) Engineer-in-Charge : **Engineer/ Officer or his representatives**

who shall supervise and be in- charge of the work and who shall sign the contract on behalf of the Director, IPR

2(viii) Accepting Authority : **Director, IPR**  
**2(x)Percentage on cost of materials and labour to cover all overheads and profits** : **15% (Fifteen Percent)**

(xi) Standard Schedule of Rates : Civil Engineering Division of Department of Space applicable at Ahmedabad – 2010-2011

#### **Clause 1**

i) Time allowed for submission of Performance Guarantee from the date of issue of letter of acceptance, in days- : **15 days**

ii) Maximum allowable extension beyond the period provided in i) above in days : **7 days**

#### **Clause 2**

Authority for fixing compensation under clause 2 : **Head, Civil Maintenance Group, IPR**

#### **Clause 2A**

Whether Clause 2A shall be applicable : **Not applicable**

#### **Clause 5**

Number of days from the date of issue of letter of acceptance for reckoning date of start : **15 days**

Mile stone(s) as per table given below:

Sl. No.	Description of Milestoen (Physical)	Time Allowed in days (from date of start)/LOI/Work order	Amount to be held in case on non achievement of milestone
1	1/8 <sup>th</sup> ( of the whole work)	¼ th (of the time of the whole work)	In the event of not achieving the necessary progress as assessed from the running payment , 1% of the tender value of work will be withheld for failure of each mile stone
2	3/8 <sup>th</sup> ( of the whole work)	½ th (of the time of the whole work)	
3	3/4 <sup>th</sup> ( of the whole work)	3/4 <sup>th</sup> (of the time of the whole work)	
4	Full work	Full (of the time of the whole work)	

Time allowed for execution of work : **120 Days ( including Monsoon Period, if any)**

Authority to decide:

- i) Extension of time : **Head, Civil Maintenance Group, IPR**  
ii) Rescheduling of mile stones : **Head, Civil Maintenance Group, IPR**

**Clause applicable 6 or 6A** : **Clause 6A ( Computerized Billing) is Applicable**

#### **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 : **5 Lakhs**

#### **Clause 10 A**

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

1. Vernier Caliper – 1 No.
2. Steel Tapes – 3 m & 30 m two nos each
3. Plumb bob
4. Sprit level
5. Auto level machine
6. Wire Gauge circular type
7. Megger
8. Plastic Bags for samples
9. Electrical Tool Kit

#### **Clause 10 B (ii)**

Whether Clause 10 B (ii) is be applicable : **Yes**

#### **Clause 10C**

Component of labour expressed as percent of value of work : **25 %**

**Clause 10 CA** : **NOT APPLICABLE**

S.N.	Material covered under this clause	Nearest Materials (other than cement, reinforcement bars and the structural steel) for which All India Wholesale Price Index to be followed	Base Price of all Materials covered under clause 10 CA*
1	Cement	Cement - OPC Cement -PPC	Not Applicable Not Applicable
2	Reinforcement Bars	Steel ( Bars & Rods)	Not Applicable
3	Structural Steel		Not applicable

### Clause 10CC (Not Applicable)

Clause 10 CC to be applicable in contracts with stipulated period : **Not Applicable**  
of completion exceeding the period shown in next column

Schedule of component of other Materials, Labour, POL etc. for price escalation.

Component of civil (except materials covered under clause : Xm ...-(Not  
10CA) /Electrical construction Materials expressed as percent of applicable) %  
total value of work

Component of Labour- expressed as percent of total value of : Y .....(Not  
work. applicable) .%

Component of P.O.L.- expressed as percent of total value of : Z ... (Not  
work. applicable) .%

### Clause 11

Specifications to be followed for execution of work in the following order of preference:

1. As per Tender
2. As per CPWD Specifications
3. As per IS Codes

### Clause 12

12.2 & 12.3 Deviation Limit beyond which clauses 12.2 & 12.3 : **30 %**  
shall apply for building work

12.5 Deviation Limit beyond which clauses 12.2 & 12.3 : **100 %**  
shall apply for foundation work

**Clause 16 :** Competent Authority for deciding reduced rates : **Head, Civil  
Maintenance  
Group, IPR**

## Clause 18

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

1. ~~Concrete Mixer Machine \*~~
2. ~~Needle Vibrator~~
3. ~~Weigh Batcher~~
4. ~~Lift for Material~~
5. ~~Soil compactor~~
6. ~~DG Set (if required)~~
7. ~~Pumps for curing~~

Note : The list of machinery, tools & plants to be deployed by the contractor above are minimum. The Contractor shall deploy additional machinery, tools & Plants in order to maintain the progress of the works without any extra cost to the department.

## Clause 36 (i) Requirement of Technical Representative(s) and recovery Rated

Sr No	Minimum Qualification of Technical Representative	Discipline	Designation (principal technical/ technical representative)	Minimum Experience	Number	Rate at which recovered shall be made from the contractor in the event of not fulfilling provisions clauses 36(l)	
						Figures	Words
1.	Graduate Engineer	Civil	Principal Technical Representative	05. Years	01	15,000	Rs. Fifteen Thousand Only
2.	Diploma Engineer	Electrical	Technical Representative	03. Years	01	10,000	Rs. Ten Thousand Only

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

## Clause 42 (Deleted)

## SECTION: 2 - (i) - GENERAL CONDITIONS OF CONTRACT

### Definitions

1. The **Contract** means the documents forming the tender and acceptance thereof and the formal agreement executed between the Director, IPR 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.
2. In the contract, the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them:
  - i) The expression **works or work** shall, unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional.
  - ii) The **Site** shall mean the land/or other places on, 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.
  - iii) The **Contractor** shall mean the individual, firm or company, whether incorporated or not, undertaking the works and shall include the legal personal representative of such individual or the persons comprising such firm or company, or the successors of such firm or company and the permitted assignees of such individual, firm or company.
  - iv) The **Director or Director, IPR** means the Director of the Institute for Plasma Research .
  - v) The **Dean (R&D) or Dean (R&D), IPR** means the Dean (R&D) of the Institute for Plasma Research .
  - va) **The Head, Civil Maintenance Group, IPR** means Head of the Civil Maintenance Group of the Institute for Plasma Research.
  - vi) The **Acting Chief Administrative Officer or Acting Chief Administrative Officer, IPR** means the **Acting Chief Administrative Officer** of the Institute for Plasma Research.
  - vii) The **Engineer-in-charge / Division Head, Civil Maintenance Group (CMG)** means the Engineer or Officer who shall supervise and be in - charge of the work and who shall sign the contract on behalf of the Director, IPR as mentioned in Schedule 'F' hereunder.
  - Viii) **Institute/IPR** shall mean the Institute for Plasma Research .
  - ix) **Accepting Authority** shall mean the authority mentioned in Schedule 'F'.
  - x) **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 the Institute/Government, damages from air-crafts, acts of God, such as earth-quake, lightening and unprecedented floods, and other causes over which the contractor has no control and accepted as such by the Accepting Authority or causes solely due to use or occupation by the Institute of the part of the works in respect of which a certificate of completion has been issued or a cause solely due to Institute's faulty design of works.
  - xi) **Market Rate** shall be rate as decided by the Engineer-in-Charge on the basis of the cost of materials and labour at the site where the work is to be executed plus the percentage mentioned in Schedule 'F' to cover, all overheads and profits.
  - xii) **Schedule(s)** referred to in these conditions shall mean the relevant schedule(s) annexed to the tender papers or the Schedule of Rates mentioned in Schedule 'F' hereunder, with the

amendments thereto issued up to the date of receipt of the tender by concerned competent authority.

xiv) **District Specifications** means the specifications followed by the State Government in the area where the work is to be executed. Provided that this is specifically mentioned in Schedule "F" of the tender.

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

xvi) **Date of commencement of work:** The date of commencement of work shall be the date of start as specified in schedule 'F' or the first date of handing over of the site, whichever is later, in accordance with the phasing if any, as indicated in the tender document.

### **Scope and Performance**

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

4. Headings and Marginal notes to these General Conditions of Contract shall not be deemed to form part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.

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

### **6. Works to be carried out**

The work to be carried out under the Contract shall, except as otherwise provided in these conditions, include all labour, materials, tools, plants, equipment and transport which may be required in preparation of and for and in the full and entire execution and completion of the works. The descriptions given in the 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 labours necessary in and for the full and entire execution and completion of the work as aforesaid in accordance with good practice and recognized principles.

### **7. 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.

## **8. 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 dimensions and special conditions in preference to General Conditions.

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

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

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

8.3 Any error in description, quantity or rate in Schedule of Quantities or any omission there from shall not vitiate the Contract or release the Contractor from 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.

## **9. 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:

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

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

- a) Various standard clauses with corrections up to the date stipulated in Schedule 'F' along with annexure thereto.
- b) Safety Code.
- c) Model Rules for the protection of health, sanitary arrangements for workers employed by Institute or its contractors.
- d) Labour Regulations.
- e) List of Acts and omissions for which fines can be imposed.

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

10. Director / Dean (R&D)/ACAO/Head, Civil Maintenance Group / Division Head (CMG), IPR may issue instruction/actions for the said works from time to time, which should be binding on the contractor.

## SECTION - 2 - (ii) - CLAUSES OF CONTRACT

### CLAUSE 1 (Performance Guarantee)

- i) The contractor shall submit an irrevocable **Performance Guarantee of 5%** (Five percent) of the tendered amount in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement, (notwithstanding and/or without prejudice to any other provisions in the contract) within the period specified in Schedule "F" from the date of issue of letter of acceptance. This period can be further extended by the Head, Civil Maintenance Group, IPR / 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 Bank Guarantee, to the satisfaction of the Engineer-In-Charge. This guarantee shall be in the form of Pay order / Demand Draft / Guarantee bonds of any Nationalized Bank or ICICI/ IDBI/ Axis/HDFC Bank in accordance with the prescribed form
- ii) The Performance Guarantee shall be initially valid up to the stipulated date of completion plus 60 days beyond that. In case the time for completion of work gets enlarged, 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.
- iii) The Engineer-in-Charge shall not make a claim under the performance guarantee except for amounts to which the Director, IPR is entitled under the contract (notwithstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:
  - a) Failure by the contractor to extend the validity of the Performance Guarantee as described 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 the Director, IPR 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 the 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 Director, IPR.

### CLAUSE 1A (Recovery of Security Deposit)

The person / persons whose tender(s) may be accepted (hereinafter called the contractor) shall permit the Institute at the time of making any payment to him for work done under the contract to deduct a sum at the rate of 5% of the gross amount of each running bill till the sum along with the sum already deposited as earnest money, will amount to security deposit of 2.5% of the tendered value of the work. **Earnest Money Deposited alongwith bid shall be returned after receiving Performance Guarantee. Recovery shall be @ 5% from each Running Bill of the contractor till total Security Deposit is recovered.** Such deductions will be made and held by Institute.

All compensations or the other sums of money payable by the contractor to institute 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 Institute 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, any sum or sums which may have been deducted from, or raised by sale of his security deposit or any part thereof. The security deposit shall be collected from the running bills of

the contractor at the rates mentioned above and the Earnest money if deposited at the time of tenders will be treated as part of the Security Deposit.

## **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 extended date of completion, he shall, without prejudice to any other right or remedy available under the law on account of such breach, pay as agreed compensation the amount calculated at the rates stipulated below as the Director/ Dean (R&D) / Head, Civil Maintenance Group, IPR (whose decision in writing shall be final and binding) may decide on the amount of tendered value of the work for every completed day/month (as applicable) that the progress remains below that specified in Clause 5 or that the work remains incomplete.

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

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

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

The amount of compensation may be adjusted or set-off against any sum payable to the Contractor under this or any other contract with the Institute. In case, the contractor does not achieve a particular milestone mentioned in schedule F, or the re-scheduled milestone(s) in terms of Clauses 5.4, the amount shown against that milestone shall be withheld, to be adjusted against the compensation levied at the final Grant of Extension of Time.

Withholding 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 2A (Incentive for early completion) ( Not applicable )**

~~In case, the contractor completes the work ahead of scheduled completion time, a bonus @ 1% (one per cent) of the tendered value per month computed on per day basis, shall be payable to the contractor, subject to a maximum limit of 5% (five per cent) of the tendered value. The amount of bonus, if payable, shall be paid along with final bill after completion of work. Provided always that provision of the Clause 2A shall be applicable only when so provided in Schedule F.~~

## **CLAUSE 3 (When Contract can be determined)**

Subject to other provisions contained in this clause, Director, IPR / Dean (R&D) / Head, Civil Maintenance Group, IPR/Engineer-in-Charge may, without prejudice to his any other rights or remedy against the contractor in respect of any delay, inferior workmanship, any claims for damages, and/or any other provisions of this contract or otherwise, and whether the date of completion has or has not elapsed, by notice in writing absolutely determine the contract in any of the following cases

- i) If the contractor 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 unworkman 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 so that in the opinion of the Engineer-in-Charge (which shall be final and binding) he will be unable to secure completion of the work by the date for completion and continues to do so after a notice in writing of seven days from the Engineer-in-Charge.
- iii) If the contractor fails to complete the work within the stipulated date or items of work with individual date of completion, if any stipulated, on or before such date(s) of completion and does not complete them within the period specified in a notice given in writing in that behalf by the Engineer-in-Charge.
- iv) If the contractor persistently 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 Institute or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing of 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 Institute .
- vi) If the Contractor shall enter in to a contract with Institute 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 shall obtain a contract with Institute as a result of wrong tendering or other non-bonafide methods of competitive tendering.
- 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 creditors to appoint a receiver or a manager or which entitle the court to make a winding up order.
- x) If the contractor shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days.
- xi) If the contractor assigns, transfers, sublets (engagement of labour on a piece work basis or of labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or otherwise parts with or attempts to assign, transfer, sublet or otherwise parts with entire works or any portion thereof without the prior written approval of the Engineer- In charge.

When the contractor has made himself liable for action under any of the cases aforesaid, the Director/Dean (R&D) / Head, Civil Maintenance Group, IPR/ Engineer-in-Charge shall have powers: a) To determine the contract as aforesaid (of which termination or rescission notice in writing to the contractor under the hand of the Engineer – in - Charge shall be conclusive evidence). Upon such determination or rescission , the Earnest Money Deposit, Security Deposit already recovered and Performance Guarantee under the contract shall be liable to be forfeited and shall be absolutely at the disposal of the Institute.

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 or rescinded 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 /agreements 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, either party may close the contract. In such eventuality, the Earnest Money Deposit and the Performance Guarantee of the contractor shall be refunded, but no payment on account of interest, loss of profit or damages etc. shall be payable at all.

### **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 of Delay)**

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

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

special jobs for which a separate programme has been agreed upon) complete the work as per mile stones given in Schedule F.

5.2 If the work(s) be delayed by:

- i) force majeure, or
- ii) abnormally bad weather, or
- iii) serious loss or damage by fire, or
- iv) civil commotion, local commotion of workmen, strike or lockout, affecting any of the trades employed on the work, or
- v) delay on the part of other contractors or tradesmen engaged by Engineer-in-Charge in executing work not forming part of the Contract, or
- vi) Non-availability of stores, which are the responsibility of Institute to supply or
- vii) Non-availability or break down of tools and Plant to be supplied or supplied by the Institute or
- vii) Any other cause which, in the absolute discretion of the Engineer-in-Charge is beyond the Contractor's control.

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

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

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

#### **CLAUSE 6 (Measurement of Work Done) (DELETED)**

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

All measurements of all the items having financial value shall be entered in Measurement Book and/or level field book so that a complete record is obtained of all the items of work performed under the contract.

All such measurements and levels shall be taken jointly by the Engineer-in-charge or his authorized representative and by the contractor or his authorised representative from time to time during the progress of the work and such measurements shall be signed and dated by the Engineer-in-Charge and the contractor or their representatives in token of their acceptance. If the contractor objects to any of the measurements recorded, a note shall be made to that effect with reason and signed by both the parties,

If for any reason the contractor or his authorized representatives is not available and the work of recording measurements is suspended by the Engineer-in-Charge or his representative, the Engineer-in-Charge and the Department shall not entertain any claim from contractor for any loss or damages on this account. If the contractor on his authorised representative does not remain present at the time of such measurements after the contractor or his authorised representative has been given a notice in writing three(3) days in advance or fails to countersign or to record objection

within a week from the date of the measurement, then such measurements recorded in his absence by the Engineer-in-Charge or his representative shall be deemed to be accepted by the Contractor.

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

Except where any general or detailed description of the work expressly shows to the contrary. measurements shall be taken in accordance with the procedure set 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 authorised representative in charge of the work before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured and correct dimensions thereof be taken before the same is covered up or placed beyond the reach of measurement and shall not cover up and place beyond reach of measurement any work without consent in writing of the Engineer-in-charge or his authorized representative in charge of the work who shall within the aforesaid period of seven days inspect the work. And if any work shall be covered up or placed beyond the reach of measurements without such notice having been given or the Engineer-in-charge's consent being obtained in writing the same shall be uncovered at the contractor's expense, or in default 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 authorised representative may cause either themselves or through another officer of the department to check the measurements recorded jointly or otherwise as aforesaid and all provisions stipulated herein above shall be applicable to such checking of measurements or levels.

It is also a term of this contract that recording of measurement of any work in the measurement book and / or its payment in the interim, on account of final bill shall not be considered as conclusive evidence as to the sufficiency of any work or materials 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 6A**

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

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

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

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

The contractor shall also submit to the Institute 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 Institute and allotted a number as per the computerized record in the same way as done for the measurement book meant for measurements.

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

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

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

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

It is also a term of this contract that checking and/or test checking the measurements of any item of work in the measurement book and / or its payment in the interim, on account of final bill shall not

be considered as conclusive evidence as to the sufficiency of any work or material to which it relates nor shall it relieve the contractor from liabilities from any over measurement or defects noticed till completion of the defects liability period.

#### **CLAUSE 7 (Payment on Intermediate Certificate to be regarded as Advances)**

No payment shall be made for work, estimated to cost Rupees Twenty thousand or less till after the whole of the work shall have been completed and certificate of completion given. For works estimated to cost over Rupees Twenty thousand, 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 Institute 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, Engineer-in-Charge shall prepare or cause to be prepared such bills in which event no claims whatsoever due to delays on payment including that of interest shall be payable to the contractor. Payment on account of amount admissible shall be made by the Engineer-in-Charge certifying the sum to which the contractor is considered entitled by way of interim payment at such rates as decided by the Engineer-in-Charge. The amount admissible shall be paid by 10th working day after the day of presentation of the bill by the Contractor to the Engineer-in-Charge or his Asst. Engineer together with the account of the material issued by the Institute, or dismantled materials, if any. In the case of works outside the headquarters of the Engineer-in-Charge, the period of ten working days will be extended to fifteen working days.

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

Pending consideration of extension of date of completion, interim payments shall continue to be made as herein provided without prejudice to the right of the Institute 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 Assistant 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 bill by taking detailed measurements thereof.

#### **Payments in Composite Contracts:**

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

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 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 RA final bill to main contractor as the case may be.

#### **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 8 A (Contractor to keep Site Clean)**

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

#### **CLAUSE 8 B (Completion Plan to be Submitted by Contractor)**

The Contractor shall submit completion plan as required within thirty days of the completion of the work.

In case, the contractor fails to submit the completion plan as aforesaid, his final bill shall not be released.

#### **CLAUSE 9 (Payment of Final Bill)**

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

- i) If the Tendered value of work is up to Rs.15 lakhs 3 months
- ii) If the Tendered value of work exceeds Rs.15 lakhs 6 months

#### **CLAUSE 9 A (Payment of Contractor's Bills to Banks)**

Payments due to the contractor may, if so desired by him, be made to his bank 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 to receive payments and
- (2) his own acceptance of the correctness of the amount made out as being due to him by Institute or his signature on the bill or other claim preferred against Institute before settlement by the Engineer-in-Charge of the account or claim by payment to the bank. While the receipt given by such banks 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.

Nothing herein contained shall operate to create in favour of the bank any rights or equities vis a-vis the Director, IPR.

#### **CLAUSE 10 (Materials Supplied by the Institute)**

Materials which the Institute will supply are shown in Schedule 'B' which also stipulates quantum, place of issue and rate(s) to be charged in respect thereof. The contractor shall be bound to procure them from the Engineer-in-Charge.

As soon as the work is awarded, the contractor shall finalize the programme for the completion of work as per clause 5 of this contract and shall give his estimates of materials required on the basis of drawings/or schedule of quantities of the work. The Contractor shall give in writing his requirement to the Engineer-in-Charge which shall be issued to him keeping in view the progress of work as assessed by the Engineer-in-Charge, in accordance with the agreed phased programme of work indicating monthly requirements of various materials. The contractor shall place his indent in writing for issue of such materials at least 7 days in advance of his requirement.

Such materials shall be supplied for the purpose of the contract only and the value of the materials so supplied at the rates specified in the aforesaid schedule shall be set off or deducted, as and when materials are consumed in items of work (including normal wastage) for which payment is being made to the contractor, from any sum then due or which may therefore become due to the contractor under the contract or otherwise or from the security deposit. At the time of submission of

bills, the contractor shall certify that balance of materials supplied is available at site in original good condition.

The contractor shall submit along with every running bill (on account or interim bill) material - wise reconciliation statements supported by complete calculations reconciling total issue, total consumption and certified balance (diameter/section-wise in the case of steel) and resulting variations and reasons therefore. Engineer-in-Charge shall (whose decision shall be final and binding on the contractor) be within his rights to follow the procedure of recovery in clause 42 at any stage of the work if reconciliation is not found to be satisfactory.

The contractor shall bear the cost of getting the material issued, loading, transporting to site, unloading, storing under cover as required, cutting assembling and joining the several parts together as necessary. Notwithstanding anything to the contrary contained in any other clause of the contract and (or the CPWA Code) all stores/materials so supplied to the contractor or procured with the assistance of the Institute shall remain the absolute property of Institute and the contractor shall be the trustee of the stores/materials, and the said stores/materials shall not be removed/disposed off from the site of the work on any account and shall be at all times open to inspection by the Engineer-in-Charge or his authorized agent. Any such stores/materials remaining unused shall be returned to the Engineer-in-Charge in as good a condition in which they were originally supplied at a place directed by him, at a place of issue or any other place specified by him as he shall require, but in case it is decided not to take back the stores/materials the contractor shall have no claim for compensation on any account of such stores/materials so supplied to him as aforesaid and not used by him or for any wastage in or damage to in such stores/materials. On being required to return the stores/materials, the contractor shall hand over the stores/ materials.

On being paid or credited such price as the Engineer-in-Charge shall determine, having due regard to the condition of the stores/materials. The price allowed for credit to the contractor, however, shall be at the prevailing market rate not exceeding the amount charged to him, excluding the storage charge, if any. The decision of the Engineer-in-Charge shall be final and conclusive. In the event of breach of the aforesaid condition, the contractor shall in addition to throwing himself open to account for contravention of the terms of the license or permit and/or for criminal breach of trust, be liable to Institute for all advantages or profits resulting or which in the usual course would have resulted to him by reason of such breach. Provided that the contractor shall in no case be entitled to any compensation or damages on account of any delay in supply or non-supply thereof all or any such materials and stores provided further that the contractor shall be bound to execute the entire work if the materials are supplied by the Institute within the original scheduled time for completion of the work plus 50% thereof or schedule time plus 6 months whichever is more if the time of completion of work exceeds 12 months, but if a part of the materials only has been supplied within the aforesaid period, then the contractor shall be bound to do so much of the work as may be possible with the materials and stores supplied in the aforesaid period. For the completion of the rest of the work, the contractor shall be entitled to such extension of time as may be determined by the Engineer-in-Charge whose decision in this regard shall be final and binding on the contractor.

The contractor shall see that only the required quantities of materials are got issued. Any such material remaining unused and in perfectly good/original condition at the time of completion or determination of the contract shall be returned to the Engineer-in-Charge at the stores from which it was issued or at a place directed by him by a notice in writing. The contractor shall not be entitled for loading, transporting. Unloading and stacking of such unused material except for the extra lead, if any involved, beyond the original place of issue.

## 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 Institute.

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

The Contractor shall at his risk and cost submit the samples of materials to be tested or analyzed and shall not make use of or incorporate in the work any materials represented by the samples until the required tests or analysis have been made and materials finally accepted by the Engineer-in-Charge. The Contractor shall not be eligible for any claim or compensation either arising out of any delay in the work or due to any corrective measures required to be taken on account of and as a result of testing of materials. The contractor shall, at his risk and cost, make all arrangements and shall provide all facilities as the Engineer-in-Charge may require for collecting, and preparing the required number of samples for such tests at such time and to such place or places as may be directed by the Engineer-in-Charge and bear all charges and cost of testing unless specifically provided for otherwise elsewhere in the contract or specifications. The Engineer-in-Charge or his authorized representative shall at all times have access to the works and to all workshops and places where work is being prepared or from where materials, manufactured articles or machinery are being obtained for the works and the contractor shall afford every facility and every assistance in obtaining the right to such access.

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

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

## CLAUSE 10 B

### i) Secured Advance on Non-perishable Materials

The contractor, on signing an indenture in the form to be specified by the Engineer-in-Charge, shall be entitled to be paid during the progress of the execution of the work up to 90% of the assessed value of any materials which are in the opinion of the Engineer-in-Charge **nonperishable, non-fragile and noncombustible and are in accordance with the contract** and which have been brought on the site in connection therewith and are adequately stored and/or protected against damage by weather or other causes but which have not at the time of advance been incorporated in the works.

When materials on account of which an advance has been made under this sub-clause are incorporated in the work, the amount of such advance shall be recovered / deducted from the next payment made under any of the clause or clauses of this contract.

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

ii) **Mobilization Advance: Mobilization advance not exceeding 10% of the tendered value** may be given, if requested by the contractor in writing within one month of the order to commence the work. Such advance shall be in two or more installments to be determined by the Engineer-in-Charge at his sole discretion. The first installment of such advance shall be released by the Engineer-in-charge to the contractor on a request made by the contractor to the Engineer-in-Charge in this behalf. The second and subsequent installments shall be released by the Engineer-in- Charge only after the contractor furnishes a proof of the satisfactory utilization of the earlier installment to the entire satisfaction of the Engineer-in-Charge. Before any installment of advance is released, the contractor shall execute a Bank Guarantee Bond of any Nationalized Bank or ICICI/ IDBI/ Axis/HDFC Bank in accordance with the prescribed form for the amount of advance & valid for the contract period. This shall be kept renewed from time to time to cover the balance amount and likely period of complete recovery, together with interest.

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

iii) **Plant Machinery & Shuttering Material Advance** An advance for plant, machinery & shuttering material required for the work and brought to site by the Contractor may be given if requested by the contractor in writing within one month of bringing such plant and machinery to site. Such advance shall be given on such plant and machinery, which in the opinion of the Engineer-in-Charge will add to the expeditious execution of work and improve the quality of work. **The amount of advance shall be restricted to 5% percent of the tender value.** In the case of new plant and equipment to be purchased for the work, the advance shall be restricted to 90% of the price of such new plant and equipment paid by the contractor for which the contractor shall produce evidence satisfactory to the Engineer-in-Charge. In the case of second hand and used plants and equipment, the amount of such advance shall be limited to 50% of the depreciated value of plant and equipment as may be decided by the Engineer-in-Charge. The contractor shall, if so required by the Engineer-in-Charge, submit the statement of value of such old plant and equipment duly approved by a Registered Valuer recognized by the Central Board of Direct Taxes under the Income-Tax Act, 1961. No such advance shall be paid on any plant and equipment of perishable nature and on any plant and equipment of a value less than Rs. 50,000/- Seventy five percent of such amount of advance shall be paid after the plant & equipment is brought to site and balance twenty five percent on successfully commissioning the same.

Leasing of equipment shall be considered at par with purchase of equipment and shall be covered by tripartite agreement with the following:

1. Leasing company which gives certificate of agreeing to lease equipment to the contractor.
2. Engineer in Charge, and
3. The contractor

This advance shall further be subject to the condition that such plant and equipment (a) are considered by the Engineer-in-Charge to be necessary for the works; (b) and are in working order and are maintained in working order; (c) hypothecated to the Institute as specified by the Engineer-

in-Charge before the payment of advance is released. The contractor shall not be permitted to remove from the site such hypothecated plant and equipment without the prior written permission of the Engineer-in-Charge. The contractor shall be responsible for maintaining such plant and equipment in good working order during the entire period of hypothecation failing which such advance shall be entirely recovered in lump sum. For this purpose, steel scaffolding and form work shall be treated as plant and equipment.

The contractor shall insure the Plant and Machinery for which mobilization advance is sought and given, for a sum sufficient to provide for their replacement at site. Any amounts not recovered from the insurer will be borne by the contractor.

iv) The mobilization advance and plant and machinery advance in (ii) & (iii) above bear simple interest at the rate of 10 per cent 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 contractor's bills commencing after first ten per cent 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 per cent 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.

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

#### **CLAUSE 10 C (Payment on Account of Increase in Prices / Wages due to Statutory Order(s))**

If after submission of the tender, the price of any material incorporated in the works (excluding the materials covered under Clause 10CA and not being a material supplied from the Engineer-in-Charge's stores in accordance with Clause 10 hereof) 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 changes in sales tax/VAT, Central/State Excise/Custom Duty) beyond the price/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 and provided further that any such increase shall be limited to the price/wages prevailing at the time of stipulated for the period under consideration, whichever is less.

If after submission of the tender, the price of any material incorporated in the works (excluding the materials covered under Clause 10CA and not being a material supplied from the Engineer-in-Charge's stores in accordance with Clause 10 thereof) 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 changes in sales tax/VAT Central/State Excise/Custom Duty) Institute shall in respect of materials incorporated in the works (excluding the materials covered under Clause 10CA and not being materials supplied from the Engineer-in-Charge's stores in accordance with Clause-10 hereof) 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 may 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 the work executed during any period under consideration shall be the percentage as specified in Schedule F, of the value of work done during that period the increase/decrease in labour shall be considered on the minimum daily wages in rupees of any unskilled adult male mazdoor, fixed under any law, statutory rule or order.

**CLAUSE 10 CA Payment due to variation in prices of materials after receipt of tender ) Deleted & Not applicable**

If after submission of the tender, the price of materials specified in Schedule F increases/decreases beyond the price(s) prevailing at the time of the last stipulated date for receipt of tenders (including extensions, if any) for the work, then the amount of the contract shall accordingly be varied and provided further that any such variations shall be effected for stipulated period of Contract including the justified period extended under the provisions of Clause 5 of the Contract without any action under Clause 2.

However for work done during the justified period extended as above, it will be limited to indices prevailing at the time of stipulated date of completion or as prevailing for the period under consideration, whichever is less.

The increase/decrease in prices of cement, steel reinforcement and structural steel shall be determined by the price indices issued by the Director General (Works), CPWD. For other items provided in the Schedule's shall be determined by the All India Wholesale Price Indices of Material as published by Economic Advisor to Government of India, Ministry of Commerce and Industry and base price for cement, steel reinforcement and structural steel as issued under the authority of Director General (Works) CPWD applicable for Delhi including Noida, Gurgaon, Faridabad & Ghaziabad and for other places as issued under the authority of Zonal Chief Engineer, CPWD and base price of other materials issued by concerned Zonal Chief Engineer as indicated in Schedule „F“ as valid on the last stipulated date of receipt of tender, including extension if any and for the period under consideration. In case, price index of a particular material is not issued by the ministry of Commerce and Industry, then the price index of nearest similar material as indicated in Schedule 'F' shall be followed. (para to be reviewed)

The amount of the contract shall accordingly be varied for all such materials and will be worked out as per the formula given below for individual material:-

**a) Adjustment for component of individual material**

$$V = P \times Q \times \frac{CI - CI_0}{CI_0}$$

where,

V = Variation in material cost i.e. increase or decrease in the amount in rupees to be paid or recovered.

P = Base Price of material as issued under authority of DG(W), CPWD or concerned Zonal Chief Engineer as indicated in Schedule „F“ valid at the time of the last stipulated date of receipt of tender including extensions, if any.

Q = Quantity of material brought at site for bonafide use in the works since previous bill.

CI0 = Price index for cement, steel reinforcement bars and structural steel as issued by the DG(W), CPWD as valid on the last stipulated date of receipt of tenders including extensions, if any.

For other items, if any, provided in Schedule 'F', All India Wholesale Price Index for the material as published by the Economic Advisor to Government of India, Ministry of Industry and Commerce as valid on the last stipulated date of receipt of tenders including extensions, if any.

CI = Price index for cement, steel reinforcement bars and structural steel as issued under the authority of DG(W), CPWD for period under consideration. For other items, if any, provided in Schedule 'F' All India Wholesale Price Index for material for period under consideration as published by Economic Advisor to Institute of India, Ministry of Industry and Commerce.

Note- (In respect of the justified period extended under the provisions of clause 5 of the contract without any action under clause 2, the index prevailing at the time of stipulated date of completion or the prevailing index of the period under consideration, whichever is less, shall be considered.)

Provided always that provisions of the preceding Clause 10 C shall not be applicable in respect of Materials covered in this clause.

(ii) If during progress of work or at the time of completion of work, it is noticed that any material brought at site is in excess of requirement, then amount of escalation if paid earlier on such excess quantity of material shall be recovered on the basis of cost indices as applied at the time of payment of escalation or as prevailing at the time of effecting recovery, whichever is higher.

**CLAUSE 10 CC Payment due to Increase/Decrease in Prices/Wages (Excluding materials covered under clause 10 CA) after receipt of Tender for works**

If the prices of materials (not being materials supplied or services rendered at fixed prices by the Institute in accordance with clause 10 & 34 thereof) 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. However, for the work done during the justified period extended as above, the compensation as detailed below will be limited to prices/wages prevailing at the time of stipulated date of completion or as prevailing for the period under consideration, whichever is less. No such compensation shall be payable for a work for which the stipulated period of completion is equal to or less than the time as specified in Schedule F. Such compensation for escalation in the prices of materials and labour, when due, shall be worked out based on the following provisions:-

i) The base date for working out such escalation shall be the last stipulated date of receipt of tenders including extension, if any.

ii) The cost of work on which escalation will be payable shall be reckoned as below:

- a) Gross value of work done up to this quarter: (A)
- b) Gross Value of work done up to the last quarter: (B)
- c) Gross value of work done since previous quarter (A-B): (C)
- d) Full assessed value of Secured Advance (excluding materials covered under clause 10CA) fresh paid in this quarter (D)
- e) Full assessed value of Secured Advance (excluding materials covered under clause 10CA) recovered in this quarter: (E)
- f) Full assessed value of Secured Advance for which escalation is payable in this quarter (D-E) : (F)

- g) Advance payment made during this quarter: (G)
- h) Advance payment recovered during this quarter: (H)
- i) Advance payment for which escalation is payable in this quarter (G-H) (I)
- j) Extra Items/deviated quantities of items paid as per Clause 12 based on prevailing market rates during this quarter: (J) Then,  $M=C+F+I-J$   $N = 0.85 M$
- k) Less cost of material supplied by the Institute as per Clause 10 and recovered during the quarter (K)
- l) Less cost of services rendered at fixed charges as per Clause 34 and recovered during the quarter(L)

**Cost of work for which escalation is applicable:  $W=N-(K+L)$**

- iii) Components for materials (except cement, reinforcement bars, structural steel or others materials covered under clause 10 CA) , labour, P.O.L., etc. shall be pre determined for every work and incorporated in the conditions of contract attached to the tender papers included in Schedule 'F' The decision of the Engineer-in- Charge in working out such percentage shall be binding on the contractors.
- iv) The compensation for escalation for other materials (excluding cement, reinforcement bars, structural steel or other materials covered under clause 10 CA) and P.O.L. shall be worked as per the formula given below:

**(a) Adjustment for civil component (except cement, structural steel, reinforcement bars and other materials covered under clause 10CA)/electrical component of construction 'Material'**

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

$V_m$ =Variation in cement cost i.e. increase or decrease in the amount in rupees to be paid or recovered.

$W$  = Cost of Work done worked out as indicated in sub para (ii) of Clause 10CC

$X_m$  = Component of 'material'(except cement, structural steel, reinforcement bars and other materials covered under clause 10CA) expressed as percent of the total value of work

$M_I$  = All India Wholesale Price Index for civil component/electrical component\* of construction material as worked out on the basis of all India wholesale price index for individual commodities/group items for the period under consideration as published by the Economic Advisor to Govt of India Ministry of Industry & Commerce and applying weightages to the individual commodities/group items.

(In respect of the justified period extended under the provisions of clause 5 of the contract without any action under clause 2, the index prevailing at the time of stipulated date of completion or the prevailing index of the period under consideration, whichever is less, shall be considered.)

$M_{I_0}$  = All India Wholesale Price Index for civil component/electrical component\* of construction material as worked out on the basis of all India wholesale price index for individual commodities/group items valid on the last stipulated date of receipt of tender including extension, if any, as published by the Economic Advisor to Govt of India Ministry of Industry & Commerce and applying weightages to the individual commodities/group items.

\*Note: relevant component only will be applicable.

**(d) Adjustment for component of POL:**

$$V_f = W \times \frac{Z}{100} \times \frac{F_1 - F_{l_0}}{F_{l_0}}$$

$V_f$  = Variation in cost of Fuel, Oil & Lubricant i.e. increase or decrease in the amount in rupees to be paid or recovered.

$W$  = Cost of Work done worked out as indicated in sub-para (ii) of Clause 10CC.

$Z$  = Component of Fuel, Oil & Lubricant expressed as percent of the total value of work.

$F_1$  = All India Wholesale Price Index for Fuel, Oil & Lubricant for the period under consideration as published by Economic Advisor to Govt. of India, Ministry of Industry & Commerce, New Delhi.

$F_{l_0}$  = All India Wholesale Price Index for Fuel, Oil & Lubricant valid on the last stipulated date of receipt of tender including extension, if any.

v) The following principles shall be followed while working out the indices mentioned in para (iv) above.

(a) The compensation for escalation shall be worked out at quarterly intervals and shall be with respect to the cost of work done as per bills paid during the three calendar months of the said quarter. The first such payment shall be made at the end of three months after the month (excluding) in which the tender was accepted and thereafter at three months' interval. At the time of completion of the work, the last period for payment might become less than 3 months, depending on the actual date of completion.

(b) The index (MI/FI etc.) relevant to any quarter/period for which such compensation is paid shall be the arithmetical average of the indices relevant to the three calendar months. If the period up to date of completion after the quarter covered by the last such installment of payment, is less than three months, the index MI and FI shall be the average of the indices for the months falling within that period.

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

$$V_L = W \times \frac{Y}{100} \times \frac{L_1 - L_{l_0}}{L_{l_0}}$$

$V_L$  : Variation in labour cost i.e. amount of increase or decrease in rupees to be paid or recovered.

$W$  = Value of work done, worked out as indicated in sub-para (ii) above.

$Y$  : Component of labour expressed as a percentage of the total value of the work.

$L_1$ : Minimum wage in rupees of an unskilled adult male mazdoor fixed under any law, statutory rule or order as applicable on the last date of the quarter previous to the one under consideration. (In respect of the justified period extended under the provisions of clause 5 of the contract without any action under clause 2, the minimum wage prevailing on the last date of quarter previous to the quarter pertaining to stipulated date of completion or the minimum wage prevailing on the last date of the quarter previous to the one under consideration, whichever is less shall be considered.)

LI0= Minimum daily wage in rupees of an unskilled adult male mazdoor, fixed under any law, statutory rule or order as on the last stipulated date of receipt of tender including extension, if any.

vii) The following principles will be followed while working out the compensation as per sub-para (vi) above.

(a) The minimum wage of an unskilled male mazdoor mentioned in sub-para (vi) above shall be the higher of the wage notified by Government of India, Ministry of Labour and that notified by the local administration both relevant to the place of work and the period of reckoning.

(b) The escalation for labour also shall be paid at the same quarterly intervals when escalation due to increase in cost of materials and/or P.O.L. 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.

c) 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 adult male mazdoor alone shall form the basis for working out the escalation compensation payable on the labour component.

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

(a) no such adjustment for the decrease in the price of materials and/or wages of labour aforementioned would be made in case of contracts in which the stipulated period of completion of the work is equal to or less than the time as specified in Schedule „F.

(b) The Engineer-in-Charge shall otherwise be entitled to lay down the procedure by which the provision of this sub-clause shall be implemented from time to time and the decision of the Engineer-in-Charge in this behalf shall be final and binding on the contractor.

ix) Provided always that:-

- a) where provisions of clause 10CC are applicable provisions of clause 10C will not be applicable but provisions of clause 10 CA will be applicable.
- b) Where provisions of Clause 10CC are not applicable, provisions of clause 10C and 10 CA will become applicable.

#### **CLAUSE 10D (Dismantled Material of Institute Property)**

The contractor shall treat all materials obtained during dismantling of a structure, excavation of the site for a work, etc. as Institute's property and such materials shall be disposed off to the best advantage of the Institute 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 that are not included in the standard specifications of works specified in Schedule 'F' or in any Bureau of Indian Standard or any other, published standard or code or, Schedule of Rates or any other printed publication referred to elsewhere in the contract.

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

#### **CLAUSE 12: Deviations / Variations Extent and Pricing**

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

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 that are completely new, and are in addition to the items contained in the contract), the contractor may within fifteen days of receipt of order or occurrence of the item(s) claim rates, supported by proper analysis, for the work and the Engineer-in-Charge shall within one month of the receipt of the claims supported by analysis, after giving consideration to the analysis of the rates submitted by the contractor, determine the rates on the basis of the market rates and the contractor shall be paid in accordance with the rates so determined.

In the case of substituted items, (items that are taken up with partial substitution or in lieu of items of work in the contract), the rate for the agreement item (to be substituted) and substituted item shall also be determined in the manner as mentioned in the following para.

#### **Deviation, Substituted Items, Pricing**

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

#### **Deviation, Deviated Quantities, Pricing**

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

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

12.4 The contractor shall send to the Engineer-in-Charge once every three months an up to date account giving complete details of all claims for additional payments to which the contractor may consider himself entitled and of all additional work ordered by the Engineer-in-Charge which he has executed during the preceding quarter failing which the contractor shall be deemed to have waived his right. However, the Head, Civil Maintenance Group, IPR may authorize consideration of such claims on merits.

12.5 For the purpose of operation of **Schedule "F"**, the following works shall be treated as works relating to foundation:

- i) For buildings, compound walls:** plinth level or 1.2 metres above ground level, whichever is lower, excluding items of flooring and D.P.C. but including base concrete below the floors.
- (ii) For abutments, piers, retaining walls of culverts & bridges, walls of water reservoirs and well steining :** All works upto 1.2 m above the bed level.
- (iii) For retaining walls, wing walls, compound walls, chimneys, over head reservoirs/tanks and other elevated structures, where floor level is not determinate :** All works upto 1.2 metres above the average ground level or bed level.
- (iv) For reservoirs/tanks (other than overhead reservoirs/tanks):** All works upto 1.2 metres above the ground level.

- (v) For basement:** All works upto 1.2m above ground level or upto floor 1 level whichever is lower.
- vi) For Roads:** all items of excavations and filling including treatment of sub-base and soling work.
- vii) For water supply lines, sewer lines, under ground SWD & similar works:** all items of work below ground level except items of piping work.
- viii) For open storm water drains:** all items of work except lining of drains.

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

### **CLAUSE 13 (Foreclosure of Contract due to Abandonment or Reduction in Scope of Work)**

If at any time after acceptance of the tender, Institute shall decide to abandon or reduce the scope of the works for any reason whatsoever and hence not require the whole or any part of the works to be carried out, the Engineer-in-Charge shall give notice in writing to that effect to the contractor and the contractor shall act accordingly in the matter. The contractor shall have no claim to any payment of compensation or otherwise 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) Institute 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, Institute 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 Institute, 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) If any materials supplied by Institute are rendered surplus, the same except normal wastage shall be returned by the contractor to Institute at rates not exceeding those at which these were originally issued less allowance for any deterioration or damage which may have been caused whilst the materials were in the custody of the contractor. In addition, cost of transporting such materials from site to Institute stores, if so required by Institute, shall be paid.
- iv) Reasonable compensation for transfer of T & P from site to contractor's permanent stores or to his other works, whichever is less. If T & P are not transported to either of the said places, no cost of transportation shall be payable.
- v) Reasonable compensation for repatriation of contractor's site staff and imported labour to the extent necessary.

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 Institute 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 Institute from the contractor under the terms of the contract.

**CLAUSE 14: Carrying out part work at risk & cost of contractor:**

If contractor,

- i) At any time makes default during currency of work or does not execute any part of the work with due diligence and continues to do so even after a notice in writing of 7 days in this respect from the Engineer-in-Charge; **or**
- ii) Commits default in complying with any of the terms and conditions of the contract and does not remedy it or takes effective steps to remedy it within 7 days even after a notice in writing is given in that behalf by the Engineer-in-Charge; **or**
- iii) Fails to complete the work(s) or items of work with individual dates of completion, on or before the date(s) so determined, and does not complete them within the period specified in the notice given in writing in that behalf by the Engineer-in-Charge.

The Engineer-in-Charge without invoking action under clause 3 may, without prejudice to any other right or remedy against the contractor which have either accrued or accrue thereafter to 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.**

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

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

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

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

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

#### **CLAUSE 15 (Suspension of Work)**

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

- a) on account of any default on the part of the contractor or ;
- b) for proper execution of the works or part thereof for reasons other than the default of the contractor; or
- c) for safety of the works or part thereof.

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

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

- a) the contractor shall be entitled to an extension of time equal to the period of every such suspension PLUS 25%, for completion of the item or group of items of work for which a separate period of completion is specified in the contract and of which the suspended work forms a part, and;
- b) If the total period of all such suspensions in respect of an item or group of items or work for which a separate period of completion is specified in the contract exceeds thirty days, the contractor shall, in addition, be entitled to such compensation as the Engineer-in-Charge may consider reasonable in respect of salaries and/or wages paid by the contractor to his employees and labour at site, remaining idle during the period of suspension, adding thereto 2% to cover indirect expenses of the contractor provided the contractor submits his claim supported by details to the Engineer-in-Charge within fifteen days of the expiry of the period of 30 days.

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

cover indirect expenses of the contractor provided the contractor submits his claim supported by details to the Engineer-in-Charge within 30 days of the expiry of the period of 3 months.

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

#### **CLAUSE 16 (Action in case Work not done as per Specifications)**

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

If it shall appear to the Engineer-in-charge or his authorized subordinates in-charge of the work or to the Chief Engineer in charge of Quality Assurance or his subordinate officers or the officers of the organization engaged by the Institute for Quality Assurance or to the Chief Technical Examiner or his subordinate officers, that any work has been executed with unsound, imperfect, or unskillful workmanship, or with materials or articles provided by him for the execution of the work which are unsound or of a quality inferior to that contracted or otherwise not in accordance with the contract the contractor shall, on demand in writing which shall be made (six months in the case of work costing Rs. 10 Lac and below except road work) of the completion of the work from the Engineer-in-Charge specifying the work, materials or articles complained of, notwithstanding that the same may have been passed, certified and paid for forthwith rectify, or remove and reconstruct the work so specified in whole or in part, as the case may require or as the case may be, remove the materials or articles so specified and provide other proper and suitable materials or articles at his own charge and cost. In the event of the failing to do so within a period specified by the Engineer-in-charge in his demand aforesaid, then the contractor shall be liable to pay compensation at the same rate as under clause 2 of the contract (for non-completion of the work in time) for this default. In such case the Engineer-in-Charge may not accept the item of work at the rates applicable under the contract but may accept such items at reduced rates as the authority specified in Schedule 'F' may consider reasonable during the preparation of on account bills or final bill if the item is so acceptable without detriment to the safety and utility of the item and the structure or he may reject the work outright without any payment and/or get it and other connected and incidental items rectified, or removed and re-executed at the risk and cost of the contractor. Decision of the Engineer-in-Charge to be conveyed in writing in respect of the same will be final and binding on the contractor.

#### **CLAUSE 17 (Contractor Liable for Damages, defects during maintenance period) I**

If the contractor or his working people or servants shall break, deface, injure or destroy any part of building in which they may be working, or any building, road, road kern, fence, enclosure, water pipe, cables, drains, electric or telephone post or wires, trees, grass or grassland, or cultivated ground contiguous to the premises on which the work or any part is being executed, or if any damage shall happen to the work while in progress, from any cause whatever or if any defect, shrinkage or other faults appear in the work within **twelve months** (six months in the case of work costing Rs. Ten lacs and below except road work) after a certificate, final or otherwise, of its completion shall have been given by the Engineer-in-Charge as aforesaid arising out of defect or improper materials or workmanship the contractor shall upon receipt of a notice in writing on that

behalf make the same good at his own expense or in default the Engineer-in-Charge shall cause the same to be made good by other workmen and deduct the expense from any sums that may be due or at any time thereafter may become due to the contractor, or from his security deposit or the proceeds of sale thereof or of a sufficient portion thereof. The security deposit of the contractor shall not be refunded before the expiry of twelve months (six months in the case of work costing Rs. Ten lacs and below except road work) after the issue of the certificate, final or otherwise, of completion of work, or till the final bill has been prepared and passed whichever is later. Provided that in the case of road work if in the opinion of the Engineer-in-Charge, half of the security deposit is sufficient, to meet all liabilities of the contractor under this contract, half of the security deposit will be refundable after six months and the remaining half after twelve months of the issue of the said certificate of completion or till the final bill has been prepared and passed whichever is later.

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

#### **CLAUSE 18 (Contractor to Supply Tools & Plants,etc.)**

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

#### **CLAUSE 18 A (Recovery of Compensation paid to Workmen)**

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

## **CLAUSE 18 B (Ensuring Payment and Amenities to Workers if Contractor fails)**

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

## **CLAUSE 19 (Labour Laws to be complied by the Contractor)**

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

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

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

## **CLAUSE 19 A**

No labour below the age of 14 (fourteen) years shall be employed on the work.

## **CLAUSE 19 B (Payment of wages)**

Payment of wages:

i) The contractor shall pay to labour employed by him either directly or through sub contractors, wages not less than fair wages as defined by the Government, Contractor's Labour Regulations or as per the provisions of the Contract Labour (Regulation and Abolition) Act 1970 and the contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable.

ii) The contractor shall, notwithstanding the provisions of any contract to the contrary, cause to be paid fair wage to labour indirectly engaged on the work, including any labour engaged by his sub-contractors in connection with the said work, as if the labour had been immediately employed by him.

iii) In respect of all labour directly or indirectly employed in the works for performance of the contractor's part of this contract, the contractor shall comply with or cause to be complied with the contractor's Labour Regulations made by Government from time to time in regard to payment of wages, wage period, deductions from wages recovery of wages not paid and deductions unauthorized made, maintenance of wage books or wage slips, publication of scale of wages and

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

- iv) a) The Engineer-in-Charge concerned shall have the right to deduct from the moneys due to the contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non fulfillment of the conditions of the contract for the benefit of the workers, non-payment of wages or of deductions made from his or their wages which are not justified by their terms of the contract or non-observance of the Regulations.  
  
b) Under the provision of Minimum Wages (Central) Rules 1950, the contractor is bound to allow to the labours directly or indirectly employed in the works one day rest for 6 days continuous work and pay wages at the same rate as for duty. In the event of default, the Engineer-in-Charge shall have the right to deduct the sum or sums not paid on account of wages for weekly holidays to any labours and pay the same to the persons entitled thereto from any money due to the contractor by the Engineer-in-Charge concerned..
- v) The contractor shall comply with the provisions of the Payment of Wages Act, 1936, Minimum Wages Act, 1948, Employees Liability Act, 1938, Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947, Maternity Benefits Act, 1961, and the Contractor's Labour (Regulation and Abolition) Act 1970, or the modifications thereof or any other laws relating thereto and the rules made there under from time to time.
- vi) The contractor shall indemnify and keep indemnified the Institute against payments to be made under and for the observance of the laws aforesaid and the Contractor's Labour Regulations without prejudice to his right to claim indemnity from his sub-contractors.
- vii) The laws aforesaid shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of this contract.
- viii) Whatever is the minimum wage for the time being, or if the wage payable is higher than such wage, such wage shall be paid by the contractor to the workmen directly without the intervention of Jamadar and that Jamadar shall not be entitled to deduct or recover any amount from the minimum wage payable to the workmen as and by way of commission or otherwise.
- ix) The contractor shall ensure that no amount by way of commission or otherwise is deducted or recovered by the Jamadar from the wage of workmen.

#### **CLAUSE 19 C ( Safety Provisions for Labour and Penalty on Default)**

In respect of all labour directly or indirectly employed in the work for the performance of the contractor's part of this contract, the contractor shall at his own expense arrange for the safety provisions as per C.P.W.D. Safety Code framed from time to time and shall at his own expense provide for all facilities in connection therewith. In case the contractor fails to make arrangement and provide necessary facilities as aforesaid, he shall be liable to pay a penalty of Rs.200/- for each default and in addition the Engineer-in- Charge shall be at liberty to make arrangement and provide facilities as aforesaid and recover the costs incurred in that behalf from the contractor.

#### **CLAUSE 19D ( Submission of Labour chart by every Fortnight)**

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

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

- (3) the wages paid to them,
- (4) the accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them, and
- (5) the number of female workers who have been allowed maternity benefit according to Clause 19 F and the amount paid to them.

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

#### **CLAUSE 19 E**

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

#### **CLAUSE 19 F (Maternity benefit rules for female workers employed by contractors)**

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

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

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

(ii) in the case of miscarriage - up to 3 weeks from the date of miscarriage.

##### **2. Pay:**

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

(ii) **In the case of miscarriage** - leave pay at the rate of average daily earning calculated on the total wages earned on the days when full time work was done during a period of 3 (three) months immediately preceding the date of such miscarriage.

**3. Conditions for the grant of Maternity Leave:** No maternity leave benefit shall be admissible to a woman unless she has been employed for a total period of not less than 6 (six) months immediately preceding the date on which she proceeds on leave.

**4.** The contractor shall maintain a register of Maternity (Benefit) in the Prescribed Form as shown in Appendix -- I and II, and the same shall be kept at the place of work.

#### **CLAUSE 19 G ( Penalty for Non Compliance of Labour Regulations)**

In the event of the contractor(s) committing a default or breach of any of the provisions of the Contractor's Labour Regulations and Model Rules for the protection of health and sanitary arrangements for the workers as amended from time to time or furnishing any information or submitting or filing any statement under the provisions of the above Regulations and Rules which is materially incorrect, he/they shall, without prejudice to any other liability, pay to the Institute a sum not exceeding Rs.200/- for every default, breach or furnishing, making, submitting, filing such

materially incorrect statements and in the event of the contractor(s) defaulting continuously in this respect, the penalty may be enhanced to Rs.200/- per day for each day of default subject to a maximum of 5 % of the estimated cost of the work put to tender. The decision of the Engineer in-Charge shall be final and binding on the parties.

Should it appear to the Engineer-in-Charge that the contractor(s) is/are not properly observing and complying with the provisions of the Contractor's Labour Regulations and Model Rules and the provisions of the Contract Labour (Regulation and Abolition) Act 1970, and the Contract Labour (R&A) Central Rules 1971, for the protection of health and sanitary arrangements for work-people employed by the contractor(s) (hereinafter referred as "the said Rules") the Engineer-in-Charge shall have power to give notice in writing to the contractor(s) requiring that the said Rules be complied with and the amenities prescribed therein be provided to the work-people within a reasonable time to be specified in the notice. If the contractor(s) shall fail within the period specified in the notice to comply with and/observe the said Rules and to provide the amenities to the work-people as aforesaid, the Engineer-in-Charge shall have the power to provide the amenities herein before mentioned at the cost of the contractor(s).

The contractor(s) shall erect, make and maintain at his/their own expense and to approved standards all necessary huts and sanitary arrangements required for his/their work-people on the site in connection with the execution of the works, and if the same shall not have been erected or constructed, according to approved standards, the Engineer-in-Charge shall have power to give notice in writing to the contractor(s) requiring that the said huts and sanitary arrangements be remodeled and/or reconstructed according to approved standards, and if the contractor(s) shall fail to remodel or reconstruct such huts and sanitary arrangements according to approved standards within the period specified in the notice, the Engineer-in-Charge shall have the power to remodel or reconstruct such huts and sanitary arrangements according to approved standards at the cost of the contractor(s).

#### **CLAUSE 19 H( Not Applicable as labour camp is not permitted with in IPR Campus)**

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

- i) a) The minimum height of each hut at the eaves level shall be 2.10 m (7 ft.) and the floor area to be provided will be at the rate of 2.7 sqm. (30 sq.ft.) for each member of the worker's family staying with the labourer.
- b) The contractor(s) shall in addition construct suitable cooking places having a minimum area of 1.8 m x 1.5 m (6'x5') adjacent to the hut for each family.
- c) The contractor(s) shall also construct temporary latrines and urinals for the use of the labourers each on the scale of not less than four per each one hundred of the total strength, separate latrines and urinals being provided for women.
- d) The contractor(s) shall construct sufficient number of bathing and washing places, one unit for every 25 persons residing in the camp. These bathing and washing places shall be suitably screened.
- ii) a) All the huts shall have walls of sun-dried or burnt-bricks laid in mud mortar or other suitable local materials as may be approved by the Engineer-in-Charge. In case of sun-dried bricks, the walls should be plastered with mud gobi on both sides. The floor may be kutcha but plastered with mud gobi and shall be at least 15cm (6") above the surrounding ground. The roofs shall be laid with thatch or any other materials as may be approved by the Engineer-in-Charge and the contractor shall ensure that throughout the period of their occupation the roofs remain water-tight.
- b) The contractor(s) shall provide each hut with proper ventilation.

- c) All doors, windows, and ventilators shall be provided with suitable leaves for security purposes.
- d) There shall be kept an open space of at least 7.2m (8 yards) between the rows of huts which may be reduced to 6m (20 ft.) according to the availability of site with the approval of the Engineer-in-Charge. Back to back construction will be allowed.

iii) **Water Supply** - The contractor(s) shall provide adequate supply of water for the use of labourers. The provisions shall not be less than two gallons of pure and wholesome water per head per day for drinking purposes and three gallons of clean water per head per day for bathing and washing purposes. Where piped water supply is available, supply shall be at stand posts and where the supply is from wells or river, tanks which may be of metal or masonry, shall be provided. The contractor(s) shall also at his/ their own cost make arrangements for laying pipe lines for water supply to his/their labour camp from the existing mains wherever available, and shall pay all fees and charges therefor.

iv) The site selected for the camp shall be high ground, removed from jungle.

**v) Disposal of Excreta -**

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

**vi) Drainage -**

The contractor(s) shall provide efficient arrangements for draining away sludge water so as to keep the camp neat and tidy.

vii) The contractor(s) shall make necessary arrangements for keeping the camp area sufficiently lighted to avoid accidents to the workers.

viii) **Sanitation** - The contractor(s) shall make arrangements for conservancy and sanitation in the labour camps according to the rules of the Local Public Health and Medical Authorities.

**CLAUSE 19 I ( Removal of Incompetatnt Workers)**

The Engineer-in-Charge may require the contractor to dismiss or remove from the site of the work any person or persons in the contractors' employ upon the work who may be incompetent or misconduct himself and the contractor shall forthwith comply with such requirements.

In respect of maintenance/repair or renovation works etc. where the labour have an easy access to the individual houses, the contractor shall issue identity cards to the labourers, whether temporary or permanent and he shall be responsible for any untoward action on the part of such labour. Engineer-In-Charge will display a list of contractors working in the colony/Blocks on the notice board in the colony and also at the service center, to apprise the residents about the same.

**CLAUSE 19 J**

It shall be the responsibility of the contractor to see that the building under construction is not occupied by anybody unauthorized during construction, and is handed over to the Engineer-in-

Charge with vacant possession of complete building. If such building though completed is occupied illegally, then the Engineer-in-Charge shall have the option to refuse to accept the said building/buildings in that position. Any delay in acceptance on this account will be treated as the delay in completion and for such delay a levy upto 5% of tendered value of work may be imposed by the Head, Civil Maintenance Group, IPR whose decision shall be final both with regard to the justification and quantum and be binding on the contractor.

However, the Head, Civil Maintenance Group, IPR, through a notice, may require the contractor to remove the illegal occupation any time on or before construction and delivery.

#### **CLAUSE 19K (Employment of Skilled / Semi Skilled Workers)**

The Contractor shall, at all stages of work, deploy skilled / semiskilled tradesmen who are qualified and possess certificate in particular trade from CPWD Training Institute / Industrial Training Institute / National Institute of Construction Management & Research (NICMAR) / National Academy of Construction, GIDC or any similar reputed and recognized institutes managed / certified by State / Central Government. The number of such qualified tradesmen shall not be less than 20% of total skilled / semi skilled workers required in each trade at any stage of work. The contractor shall submit number of man days required in each respect of the trade, its scheduling and list of qualified tradesman along with requisite certificates from recognized institute to Engineer-in-charge for approval. Notwithstanding such approval, if the tradesmen are found to have inadequate skill to execute the work of respective trade, the contractor shall substitute such tradesman within two days of written notice from Engineer-in- Charge. Failure on the part of contractor to obtain approval of Engineer-In-Charge or failure to deploy qualified tradesmen will attract a compensation to be paid by the contractor at the rate of Rs.100 per such tradesman per day. Decision of Engineer-in-Charge as to whether particular tradesman possesses requisite skill and amount of compensation in case of default shall be final and binding. Provided always, that the provisions of this clause shall not be applicable for works with estimated cost put to tender being less than Rs. 5 Crores.

#### **CLAUSE 20 (Minimum Wages Act to be Complied with)**

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

#### **CLAUSE 21 (Work not be sublet. Action in case of insolvency)**

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

#### **CLAUSE 22**

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

### **CLAUSE 23 (Changes in firm's Constitution to be intimated)**

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

### **CLAUSE 24**

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

### **CLAUSE 25 (Settlements of Disputes & Arbitration)**

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

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

If the Head, Civil Maintenance Group, IPR fails to give his instructions or decision in writing within the aforesaid period or if the contractor is dissatisfied with the instructions or decision of the Head, Civil Maintenance Group, IPR, the contractor may, within 15 days of the receipt of Head, Civil Maintenance Group, IPR decision, appeal to the Director, IPR who shall afford an opportunity to the contractor to be heard, if the latter so desires, and to offer evidence in support of his appeal. The Director, IPR shall give his decision within 30 days of receipt of contractor's appeal. If the contractor is dissatisfied with this decision, the contractor shall within a period of 30 days from receipt of the decision, give notice to the Director, IPR for appointment of arbitrator failing which the said decision shall be final binding and conclusive and not referable to adjudication by the arbitrator.

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

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

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

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

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

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

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

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

#### **CLAUSE 26 (Contractor to indemnify Institute against Patent Rights)**

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

## **CLAUSE 27 (Lump sum Provisions in Tender)**

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

## **CLAUSE 28 (Action where no Specifications are specified)**

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

## **CLAUSE 29 (With-holding and lien in respect of sums due from contractor)**

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

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

ii) Institute shall have the right to cause an audit and technical examination of the works and the final bills of the contractor including all supporting vouchers, abstract etc to be made after payment of the final bill and if as a result of such audit and technical examination any sum is found to have been overpaid in respect of any work done by the contractor under the contract or any work claimed to have been done by him under the contract and found not to have been executed, the contractor shall be liable to refund the amount of over payment and it shall be lawful for Institute to recover the same from him in the manner prescribed in sub-clause (i) of this clause or in any other manner legally permissible; and if it is found that the contractor was paid less than what was due to him under the contract in respect of any work executed by him under it the amount of such under

payment shall be duly paid by Institute to the contractor without any interest thereon whatsoever. Provided that the Institute shall not be entitled to recover any sum overpaid nor the contractor shall be entitled to payment of any sum paid short where such payment has been agreed upon between the Head, Civil Maintenance Group, IPR or Acting Chief Administrative Officer on the one hand and the contractor on the other under any term of the contract permitting payment for work after assessment by the Head, Civil Maintenance Group, IPR or the Engineer-in-Charge / Acting Chief Administrative Officer.

#### **CLAUSE 29A (Lien in respect of claims in other contracts)**

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

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

#### **CLAUSE 30 Employment of coal mining or controlled area labour not permissible**

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

Where ceiling price for imported labour has been fixed by state or Regional Labour Committee not more than that ceiling price shall be paid to the labour by the contractor.

The contractor shall immediately remove any labourer who may be pointed out by the Engineer-in-charge as being a coal mining or controlled area labourer. Failure to do so shall render the contractor liable to pay to Government a sum calculated at the rate of Rs. 10/- per day per labourer. The certificate of the Engineer-in Charge about the number of coal mining or controlled area labourer and the number of days for which worked shall be final and binding upon all parties to this contract.

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

Explanation:- Controlled Area means the following areas:

*Districts of Dhanbad, Hazaribagh, Jamtara – a Sub-Division under Santhal Pargana Commissionery, Districts of Bankura, Birbhum, Burdwan, District of Bilaspur. Any other area which may be declared a controlled Area by or with the approval of the Central Government.*

**CLAUSE 31 (Unfiltered water supply)** The contractor(s) shall make his/their own arrangements for water required for the work and nothing extra will be paid for the same. This will be subject to the following conditions.

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

**CLAUSE 31 A** ~~(Institute water supply, if available)~~

~~Water if available may be supplied to the contractor by the Institute subject to the following conditions: i) The water charges @ 1% shall be recovered on gross amount of the work done. ii) The contractor(s) shall make his/their own arrangement of water connection and laying of pipelines from existing main of source of supply. iii) The Institute do not guarantee to maintain uninterrupted supply of water and it will be incumbent on the contractor(s) to make alternative arrangements for water at his/ their own cost in the event of any temporary break down in the Institute water main so that the progress of his/their work is not held up for want of water. No claim of damage or refund of water charges will be entertained on account of such break down.~~

**CLAUSE 32 (Alternate water arrangements)**

I) Where there is no piped water supply arrangement and the water is taken by the contractor from the wells or hand pump constructed by the Institute, no charge shall be recovered from the contractor on that account. The contractor shall, however, draw water at such hours of the day that it does not interfere with the normal use for which the hand pumps and wells are intended. He will also be responsible for all damage and abnormal repairs arising out of his use, the cost of which shall be recoverable from him. The Engineer-in-Charge shall be the final authority to determine the cost recoverable from the contractor on this account and his decision shall be binding on the contractor.

II) The contractor shall be allowed to construct temporary wells in Institute land for taking water for construction purposes only after he has got permission of the local statutory Authority and Engineer-in-Charge in writing. No charges shall be recovered from the contractor on this account, but the contractor shall be required to provide necessary safety arrangements to avoid any accidents or damage to adjacent buildings, roads and service lines. He shall be responsible for any accidents or damage caused due to Construction and subsequent maintenance of the wells and shall restore the ground to its original condition after the wells are dismantled on completion of the work.

**CLAUSE 33 (Return of Surplus materials)**

Notwithstanding anything contained to the contrary in this contract where any materials for the execution of the contract are procured with the assistance of Institute either by issue from Institute stocks or purchase made under orders or permits or licenses issued by Institute the contractor shall hold the said materials economically and solely for the purpose of the contract and not dispose them off without the written permission of the Institute and return, if required by the Engineer-in-Charge, all surplus or unserviceable materials that may be left with him after the completion of the contract or at its termination for any reason whatsoever on being paid or credited such price as the Engineer-in-Charge shall determine having due regard to the condition of the materials. The price allowed to the contractor however shall not exceed the amount charged to him excluding the element of storage charges. The decision of the Engineer-in-Charge shall be final and conclusive. In the event of breach of the aforesaid condition, the contractor shall in addition to throwing himself open to action for contravention of the terms of the license or permit and/or for criminal breach of trust, be liable to Institute for all moneys, advantages or profits resulting or which in the usual course would have resulted to him by reason of such breach.

#### **CLAUSE 34 (Hire of Plant & Machinery)**

i) The contractor shall arrange at his own expense all tools, plant, machinery and equipment (hereinafter referred to as T&P) required for execution of the work except for the Plant & Machinery listed in Schedule 'C' and stipulated for issue to the contractor. If the contractor requires any item of T&P on hire from the T&P available with the Institute over and above the T&P stipulated for issue, the Institute will, if such item is available, hire it to the contractor at rates to be agreed upon between him and the Engineer-in-Charge. In such a case all the conditions hereunder for issue of T&P shall also be applicable to such T&P as is agreed to be issued.

ii) Plant and Machinery when supplied on hire charges shown in Schedule 'C' shall be made over and taken back at the Departmental equipment yard/shed shown in Schedule 'C' and the contractor shall bear the cost of carriage from the place of issue to the site of work and back. The contractor shall be responsible to return the plant and machinery with condition in which it was handed over to him, and he shall be responsible for all damage caused to the said plant and machinery at the site of work or elsewhere in operation and otherwise during transit including damage to or loss of plant and for all losses due to his failure to return the same soon after the completion of the work for which it was issued. The Head, Civil Maintenance Group, IPR shall be the sole judge to determine the liability of the contractor and its extent in this regard and his decision shall be final and binding on the contractor.

iii) The plant and machinery as stipulated above will be issued as and when available and if required by the contractor. The contractor shall arrange his program of work according to the availability of the plant and machinery and no claim what-so-ever will be entertained from him for any delay in supply by the Institute.

iv) The hire charges shall be recovered at the prescribed rates from and inclusive of the date the plant and machinery were made over up to and inclusive of the date of the return in good order even though the same may not have been working for any cause except major breakdown due to no fault of the contractor or faulty use requiring more than three working day continuously i) (excluding intervening holidays and Sundays) for bringing the plant in order the contractor shall immediately intimate in writing to the Engineer-in-Charge when any plant or machinery gets out of order requiring major repairs as aforesaid. The Engineer-in-Charge shall record the date and time of receipt of such intimation in the log-sheet of the plant or machinery. Based on this, if the breakdown before lunch period or major break-down will be computed considering half a day's break-down on the day of complaint. If the break-down occurs in the post-lunch period of major break-down will be computed starting from the next working day. In case of any dispute under this clause the decision of the Head, Civil Maintenance Group, IPR shall be final and binding on the contractor.

v) The hire charges shown above are for each day of 8 hours (inclusive of the one hour lunch break) or part thereof.

vi) Hire charges will include service of operating staff as required and also supply of lubricating oil and stores for leaning purposes. Power fuel of approved type, firewood, kerosene oil etc. for running the plant and machinery and also the full time chowkidar for guarding the plant and machinery against any loss or damage shall be arranged by the contractor who shall be fully responsible for the safeguard and security of plant and machinery.

The contractor shall on or before the supply of plant and machinery sign an agreement indemnifying the Institute against any loss or damage caused to the plant and machinery either during transit or at site of work.

vii) Ordinarily, no plant and machinery shall work for more than 8 hours a day inclusive of one hour lunch break. In case of an urgent work however, the Engineer-in- Charge may, at his discretion, allow the plant and machinery to be worked for more than normal period of 8 hours a day. In that

case, the hourly hire charges for overtime to be borne by the contractor shall be 50% more than the normal proportionate hourly charges (1/8th of the daily charges) subject to a minimum of half day's normal charges on any particular day. For working out hire charges for over time, a period of half an hour and above will be charged as one hour and a period of less than half an hour will be ignored.

viii) The contractor shall release the plant and machinery every seventh day for periodical servicing and/or wash out which may take about three to four hours or more. Hire charges for full day shall be recovered from the contractor for the day of servicing wash out irrespective of the period employed in servicing.

ix) The plant and machinery once issued to the contractor shall not be returned by him on account of lack of arrangements of labour and materials, etc. on his part, the same will be returned only when they are required for major repairs or when in the opinion of the Engineer-in-Charge the work or a portion of work for which the same was issued is completed.

x) Log Book for recording the hours of daily work for each of the plant and machinery supplied to the contractor will be maintained by the Institute and will be countersigned by the contractor or his authorised agent daily. In case the contractor contests the correctness of the entries and/or fails to sign the Log Book, the decision of the Engineer-in-Charge shall be final and binding on him. Hire charges will be calculated according to the entries in the Log Book and will be binding on the contractor. Recovery on account of hire charges for road rollers shall be made for the minimum number of days worked out on the assumption that a roller can consolidate per day and maximum quantity of materials or area surfacing as noted against each in the annexed statement (see attached annexure)

xi) In the case of concrete mixers the contractors shall arrange to get the hopper cleaned and the drum washed at the close of the work each day or each occasion. a) In case rollers for consolidation are employed by the contractor himself, log book for such rollers shall be maintained in the same manner as is done in case of Departmental rollers, maximum quantity of any items to be consolidated for each roller-day shall also be same as in Annexure to Clause 34(x) For less use of rollers, recovery for the less roller days shall be made at the stipulated issue rate.

xii) The contractor shall be responsible to return the plant and machinery in the condition in which it was handed over to him and he shall be responsible for all damage caused to the said plant and machinery at the site of work or elsewhere in operation or otherwise or during transit including damage to or loss of parts, and for all losses due to his failure to return the same soon after the completion of the work for which it was issued. The Head, Civil Maintenance Group, IPR shall be the sole judge to determine the liability of the contractor and its extent in this regard and his decision shall be final and binding on the contractor.

xiii) In the event of the contractor not requiring any item of plant and machinery issued by Institute though not stipulated for issue in Schedule 'C' any time after taking delivery at the place of issue, he may return it after two days written notice or at any time without notice if he agrees to pay hire charges for two additional days without, in any way, affecting the right of the Engineer-in-Charge to use the said plant and machinery during the said period of two days as he likes including hiring out to a third party.

#### **CLAUSE 35 (Condition relating to use of asphaltic material)**

i) The contractor undertakes to make arrangement for the supervision of the work by the firm supplying the tar or bitumen used.

ii) The contractor shall collect the total quantity of tar or bitumen required for the work as per standard formula, before the process of painting is started and shall hypothecate it to the Engineer-in-Charge. If any bitumen or tar remains unused on completion of the work on account of lesser use

of materials in actual execution for reasons other than authorised changes of specifications and abandonment of portion of work, a corresponding deduction equivalent to the cost of unused materials as determined by the Engineer-in-Charge shall be made and the material return to the contractors. Although the materials are hypothecated to Institute, the contractor undertakes the responsibility for their proper watch, safe custody and protection against all risks. The materials shall not be removed from site of work without the consent of the Engineer-in-Charge in writing.

iii) The contractor shall be responsible for rectifying defects noticed within a year from the date of completion of the work and the portion of the security deposit relating to asphaltic work shall be refunded after the expiry of this period

### **CLAUSE 36 (Employment of Employees Technical Staff and employees)**

#### **Contractors Superintendence, Supervision, Technical Staff and Employees**

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

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

All the provisions applicable to the principal technical representative under the clause will also be applicable to other technical representative(s). The principal technical representative and other technical representative(s) shall be present at site of work for supervision at all times when any construction activity is in progress and also present himself/ themselves, as required, to the Engineer in charge and/ or his designated representative to take instructions. Instructions given to the principal technical representative or other technical representative(s) shall be deemed to have the same force as if these have been given to the contractor. The principal technical representative and other technical representative(s) shall be actually available the decision of the Engineer-in -Charge as recorded in the site order book and measurement recorded checked/ test checked in measurement books shall be final and binding on the contractor. Further if the contractor fails to appoint suitable technical principal technical representative and/or other technical representative(s) and if such appoint person are not effectively present or are absent by more then two days without duly approved substitute or do not discharge there responsibilities satisfactorily, the Engineer-in-charge shall have full powers to suspend the execution of the work until such date as suitable other technical representative(s) is/are appointed and the contractor shall be held responsible for the delay so caused to the work. The contractor shall submit a certificate of employment of the technical representative(s) along with every on account bill/ final bill and shall produce evidence if at any time so required by the Engineer-in-Charge at site fully during all stages of execution of work, during recording/ checking/ test checking of measurements of works and whenever so required by the Engineer In charge and shall also note down instructions conveyed by the Engineer-in-charge or his designated representative(s) in the site order book and shall affix his/ their signature in token of noting down the instructions and in token of acceptance of measurements/ checked measurements/ test checked measurements. The representative(s) shall not look after any other work. Substitutes,

duly approved by Engineer-in-charge of the work in similar manner as aforesaid shall be provided in event of absence of any of the representative(S) by more than two days.

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

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

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

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

#### **CLAUSE 37 (Levy / Taxes payable by Contractor)**

i) Sales Tax / VAT (except Service Tax), Building and other Construction Workers Welfare Cess or any other tax or cess in respect of this contract shall be payable by the contractor and Government / Institute shall not entertain any claim whatsoever in this respect.

**The work under consideration is for Central Govt. Organisation and service tax is exempted as referred vide para No.12 of Notification no. 25/2012-Service Tax dt.20.6.2012 issued by Ministry of Finance Dept. of Revenue. However, the same shall be paid by the contractor to the concerned department on demand and it will be reimbursed to him by the Engineer-in-Charge after satisfying that it has been actually and genuinely paid by the contractor.**

(ii) The contractor shall deposit royalty and obtain necessary permit for supply of the red bajri, stone, kankar, etc. from local authorities.

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

### **CLAUSE 38 (Conditions for reimbursement of levy / taxes if levied after receipt of tenders)**

i) All tendered rates shall be inclusive of all taxes and levies (except Service Tax) payable under respective statutes. However, if any further tax or levy or cess is imposed by Statute, after the last stipulated date for the receipt of tender including extensions if any and the contractor thereupon necessarily and properly pays such taxes/levies, the contractor shall be reimbursed the amount so paid, provided such payments, if any, is not, in the opinion of the Head, Civil Maintenance Group, IPR (whose decision shall be final and binding on the contractor) attributable to delay in execution of work within the control of the contractor.

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

iii) The contractor shall, within a period of 30 days of the imposition of any such further tax or levy or cess, , give a written notice thereof to the Engineer-in-Charge that the same is given pursuant to this condition, together with all necessary information relating thereto.

### **CLAUSE 39 (Termination of Contract on death of contractor)**

Without prejudice to any of the rights or remedies under this contract if the contractor dies, Head, Civil Maintenance Group, IPR shall have the option of terminating the contract without compensation to the contractor.

### **CLAUSE 40 (If relation working in Institute then the contractor not allowed to tender)**

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

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

### **CLAUSE 41 (No Gazetted Engineer to work as Contractor within one years of retirement)**

No engineer of gazetted rank or other gazetted officer employed in engineering or administrative duties in an engineering department of the Institute shall work as a contractor or employee of a contractor for a period of one years after his retirement from government service without the previous permission of Government of India in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found at any

time to be such a person who had not obtained the permission of Government of India as aforesaid, before submission of the tender or engagement in the contractor's service, as the case may be.

### **CLAUSE 42 (Return of material & recovery for excess material issued.)**

i) After completion of the work and also at any intermediate stage in the event of non reconciliation of materials issued, consumed and in balance - (see Clause 10), theoretical quantity of materials

issued by the Government for use in the work shall be calculated on the basis and method given hereunder:

a) Quantity of cement & bitumen shall be calculated on the basis of quantity of cement & bitumen required for different items of work as shown in the Schedule of Rates mentioned in Schedule 'F'. In case any item is executed for which standard constants for the consumption of cement or bitumen are not available in the above mentioned schedule/statement or cannot be derived from the same shall be calculated on the basis of standard formula to be laid down by the Engineer-in-Charge.

b) Theoretical quantity of steel reinforcement or structural steel sections shall be taken as the quantity required as per design or as authorised by Engineer-in- Charge, including authorised lappages, chairs etc. plus 3% wastage due to cutting into pieces, such theoretical quantity being determined and compared with the actual issues each diameter wise, section wise and category wise separately.

c) Theoretical quantity of G.I. & Cl. or other pipes, conduits, wires and cables, pig lead and G. I./ M S. sheets shall be taken as quantity actually required and measured plus 5% for wastage due to cutting into pieces (except in the case of G. I. / M. S. sheets it shall be 10%), such determination & comparison being made diameter wise & category wise. d) For any other material as per actual requirements.

ii) Over the theoretical quantities of materials so computed a variation shall be allowed as specified in Schedule 'F'. The difference in the net quantities of material actually issued to the contractor and the theoretical quantities including such authorised variation, if not returned by the contractor or if not fully reconciled to the satisfaction of the Engineer - in - Charge within fifteen days of the issue of written notice by the Engineer- in-charge to this effect shall be recovered at the rates specified in Schedule 'F', without prejudice to the provision of the relevant conditions regarding return of materials governing the contract. Decision of Engineer-in-Charge in regard to theoretical quantities of materials which should have been actually used as per the Annexure of the standard schedule of rates and recovery at rates specified in Schedule 'F' shall be final & binding on the contractor. For non scheduled items, the decision of the Head, Civil Maintenance Group, IPR regarding theoretical quantities of materials which should have been actually used, shall be final and binding on the contractor.

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

#### **CLAUSE 43 (Compensation during warlike situations)**

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

certificate of the Engineer-in-Charge regarding the quality and quantity of materials and the purpose for which they were collected shall be final and binding on all parties to this contract.

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

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

#### **CLAUSE 44 (Apprentices Act provisions to be complied with)**

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

#### **CLAUSE 45 (Release of Security deposit after labour clearance)**

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

## SECTION - 2 - (iii) - SAFETY CODE:

1. Suitable scaffolds should be provided for workmen for all works that cannot safely be done from the ground, or from solid construction except such short period work as can be done safely from ladders. When a ladder is used, an extra mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying materials as well suitable footholds and hand-hold shall be provided on the ladder and the ladder shall be given an inclination not steeper than 1/4 to 1 (1/4 horizontal and 1 vertical.)
2. Scaffolding of staging more than 3.6 m (12ft.) above the ground or floor, swung or suspended from an overhead support or erected with stationary support shall have a guard rail properly attached or bolted, braced and otherwise secured at least 90 cm. (3ft.) high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such opening as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.
3. Working platforms, gangways and stairways should be so constructed that they should not sag unduly or unequally, and if the height of the platform or the gangway or the stairway is more than 3.6 m (12ft.) above ground level or floor level, they should be closely boarded, should have adequate width and should be suitably fastened as described in (2) above.
4. Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of person or materials by providing suitable fencing or railing whose minimum height shall be 90 cm. (3ft.)
5. Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9m. (30ft.) in length while the width between side rails in rung ladder shall in no case be less than 29 cm. (11½") for ladder up to and including 3 m. (10 ft.) in length. For longer ladders, this width should be increased at least 1" for each additional 30 cm. (1 foot) of length. Uniform step spacing of not more than 30 cm shall be kept. Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites or work shall be so stacked or placed as to cause danger or inconvenience to any person or the public. The contractor shall provide all necessary fencing and lights to protect the public from accident and shall be bound to bear the expenses of defense of every suit, action or other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and cost which may be awarded in any such suit, action or proceedings to any such person or which may, with the consent of the contractor, be paid to compensate any claim by any such person.
6. Excavation and Trenching - All trenches 1.2 m. (4ft.) or more in depth, shall at all times be supplied with at least one ladder for each 30 m. (100 ft.) in length or fraction thereof Ladder shall extend from bottom of the trench to at least 90 cm. (3ft.) above the surface of the ground. The side of the trenches which are 1.5 m. (5ft.) or more in depth shall be stepped back to give suitable slope or securely held by timber bracing, so as to avoid the danger of sides collapsing. The excavated materials shall not be placed within 1.5 m. (5ft.) of the edges of the trench or half of the depth of the trench whichever is more. Cutting shall be done from top to bottom. Under no circumstances undermining or undercutting shall be done.
7. Demolition - Before any demolition work is commenced and also during the progress of the work,
  - i) All roads and open areas adjacent to the work site shall either be closed or suitably protected
  - ii) No electric cable or apparatus which is liable to be a source of danger or a cable or apparatus used by the operator shall remain electrically charged.

iii) All practical steps shall be taken to prevent danger to persons employed from risk of fire or explosion or flooding. No floor, roof or other part of the building shall be so overloaded with debris or materials as to render it unsafe.

8. All necessary personal safety equipment as considered adequate by the Engineer-in-Charge should be kept available for the use of the person employed on the site and maintained in a condition suitable for immediate use, and the contractor should take adequate steps to ensure proper use of equipment by those concerned:- The following safety equipment shall invariably be provided.

i) Workers employed on mixing asphaltic materials, cement and lime mortars shall be provided with protective footwear and protective goggles.

- ii) Those engaged in white washing and mixing or stacking of cement bags or any material which is injurious to the eyes shall be provided with protective goggles.
- iii) Those engaged in welding works shall be provided with welder's protective eye-shields.
- iv) Stone breaker shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.
- v) When workers are employed in sewers and manholes, which are in active use, the contractors shall ensure that the manhole covers are opened and ventilated atleast for an hour before the workers are allowed to get into the manholes and the manholes so opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident to the public. In addition, the contractor shall ensure that the following safety measure are adhered to :-
  - a) Entry for workers into the line shall not be allowed except under supervision of the JE or any other higher officer.
  - b) At least 5 to 6 manholes upstream and downstream should be kept open for at least 2 to 3 hours before any man is allowed to enter into the manhole for working inside.
  - c) Before entry presence of Toxic gases should be tested by inserting wet lead acetate paper which changes colour in the presence of such gases and gives indication of their presence.
  - d) Presence of Oxygen should be verified by lowering a detector lamp into the manhole. In case, no Oxygen is found inside the sewer line, workers should be sent only with Oxygen kit.
  - e) Safety belt with rope should be provided to the workers. While working inside the manholes such rope should be handled by two men standing outside to enable him to be pulled out during emergency.
  - f) The area should be barricaded or cordoned off by suitable means to avoid mishaps of any kind. Proper warning signs should be displayed for the safety of the public whenever cleaning works are undertaken during night or day.
  - g) No smoking or open flames shall be allowed near the blocked manhole being cleaned.
  - h) The malba obtained on account of cleaning of blocked manholes and sewer lines should be immediately removed to avoid accidents on account of slippery nature of the malba.
  - I) Workers should not be allowed to work inside the manhole continuously. He should be given rest intermittently. The Engineer-in-Charge may decide the time up to which a worker may be allowed to work continuously inside the manhole.
  - j) Gas masks with Oxygen Cylinder should be kept at site for use in emergency.
  - k) Air-blowers should be used for flow of fresh air through the manholes. Whenever called for portable air blowers are recommended for ventilating the manholes. The Motors for these shall be vapour proof and of totally enclosed type. Non sparking gas engines also could be used but they should be placed at least 2 metres away from the opening and on the leeward side protected from wind so that they will not be a source of friction on any inflammable gas that might be present.
  - I) The workers engaged for cleaning the manholes/sewers should be properly trained before allowing to work in the manhole.

m) The workers shall be provided with Gumboots or non sparking shoes bump helmets and gloves non sparking tools safety lights and gas masks and portable air blowers (when necessary). They must be supplied with barrier cream for anointing the limbs before working inside the sewer lines.

n) Workmen descending a manhole shall try each ladder stop or rung carefully before putting his full weight on it to guard against insecure fastening due to corrosion of the rung fixed to manhole well.

o) If a man has received a physical injury, he should be brought out of the sewer immediately and adequate medical aid should be provided to him.

p) The extent to which these precautions are to be taken depend on individual situation but the decision of the Engineer-in-Charge regarding the steps to be taken in this regard in an individual case will be final.

vi) The Contractor shall not employ men and women below the age of 18 years on the work of painting with products containing lead in any form. Wherever men above the age of 18 are employed on the work of lead painting, the following precaution should be taken:

a) Nopaint containing lead or lead .

b) Products shall be used except in the form of paste or readymade paint.

b) Suitable face masks should be supplied for use by the workers when paint is applied in the form of spray or a surface having lead paint is dry rubbed and scraped.

c) Overalls shall be supplied by the contractors to the workmen and adequate facilities shall be provided to enable the working painters to wash during and on the cessation of work.

9. An additional clause (viii) (i) of Institute Safety Code (iv) the Contractor shall not employ women and men below the age of 18 on the work of painting with product containing lead in any form. Where ever men above the age of 18 are employed on the work of lead painting, the following principles must be observed for such use:

(i) White lead, sulphate of lead or product containing these pigment, shall not be used in painting operation except in the form of pastes or paint ready for use.

ii) Measures shall be taken, wherever required in order to prevent danger arising from the application of a paint in the form of spray.

iii) Measures shall be taken, wherever practicable, to prevent danger arising out of from dust caused by dry rubbing down and scraping.

iv) Adequate facilities shall be provided to enable working painters to wash during and on cessation of work.

v) Overall shall be worn by working painters during the whole of working period.

v) Suitable arrangement shall be made to prevent clothing put off during working hours being spoiled by painting materials.

vii) Cases of lead poisoning and suspected lead poisoning shall be notified and shall be subsequently verified by medical man appointed by competent authority of Institute.

viii) Institute may require, when necessary medical examination of workers.

ix) Instructions with regard to special hygienic precautions to be taken in the painting trade shall be distributed to working painters.

10. When the work is done near any place where there is risk of drowning, all necessary equipments should be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision, should be made for prompt first aid treatment of all injuries likely to be obtained during the course of the work.

11. Use of hoisting machines and tackle including their attachments, anchorage and supports shall conform to the following standards or conditions

i)(a) These shall be of good mechanical construction, sound materials and adequate 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.

ii) Every crane driver or hoisting appliance operator, shall be properly qualified and no person under the age of 21 years should be in charge of any hoisting machine including any scaffolding winch or give signals to operator.

iii) In case of every hoisting machine and of every chain ring hook, shackle swivel and pulley block used in hoisting or as means of suspension, the safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with the safe working load. In case of a hoisting machine having a variable safe working load each safe working load and the condition under which it is applicable shall be clearly indicated. No part of any machine or any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.

iv) In case of departmental machines, the safe working load shall be notified by the Electrical Engineer-in-Charge. As regards contractor's machines the contractors shall notify the safe working load of the machine to the Engineer-in-Charge whenever he brings any machinery to site of work and get it verified by the Electrical Engineer concerned.

12. Motors, gearing, transmission, electric wiring and other dangerous parts of hoisting appliances should be provided with efficient safeguards. Hoisting appliances should be provided with such means as will reduce to the minimum the risk of accidental descent of the load. Adequate precautions should be taken to reduce to the minimum the risk of any part of a suspended load becoming accidentally displaced. When workers are employed on electrical installations which are already energised, insulating mats, wearing apparel, such as gloves, sleeves and boots as may be necessary should be provided. The worker should not wear any rings watches and carry keys or other materials which are good conductors of electricity

13 All scaffolds ladders and other safety devices mentioned or described herein shall be maintained in safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities should be provided at or near places of work.

14. These safety provisions should be brought to the notice of all concerned by display on a notice board at a prominent place at work spot. The person responsible for compliance of the safety code shall be named therein by the contractor.

15. To ensure effective enforcement of the rules and regulations relating to safety precautions the arrangements made by the contractor shall be open to inspection by the Labour Officer or Engineer in Charge of the department or their representatives

16. Notwithstanding the above clauses from (1) to (15) there is nothing in these to exempt the contractor from the operations of any other Act or Rule in force in the Republic of India.

## **Section 2 - (iv) Model Rules for the Protection of Health and Sanitary Arrangements for Workers Employed by Institute or its Contractors**

### **1. APPLICATION**

These rules shall apply to all buildings and construction works in charge of Institute. For, Plasma Research 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**

i) At every work place there shall be provided and maintained, so as to be easily accessible during working hours, first-aid boxes at the rate of not less than one box for 150 contract labour or part thereof ordinarily employed.

ii) The first-aid box shall be distinctly marked with a red cross on white back ground and shall contain the following equipment:

a) For work places in which the number of contract labour employed does not exceed 50 - Each first-aid box shall contain the following equipments :-

1. 6 small sterilized dressings.
2. 3 medium size sterilized dressings.
3. 3 large size sterilized dressings.
4. 3 large sterilized burn dressings.
5. 1 (30 ml.) bottle containing a two per cent alcoholic solution of iodine.
6. 1 (30 ml.) bottle containing salvolatile having the dose and mode of administration indicated on the label.
7. 1 snakebite lancet.
8. 1 (30 gms.) bottle of potassium permanganate crystals.
9. 1 pair scissors.
10. 1 copy of the first-aid leaflet issued by the Director General, Factory Advice Service and Labour Institutes, Government of India.
11. 1 bottle containing 100 tablets (each of 5 gms.) of aspirin.
12. Ointment for burns.
13. A bottle of suitable surgical antiseptic solution.

b) For work places in which the number of contract labour exceed 50. Each first-aid box shall contain the following equipments.

1. 12 small sterilized dressings.
2. 6 medium size sterilized dressings.
3. 6 large size sterilized dressings.
4. 6 large size sterilized burn dressings.
5. 6 (15 gms.) packets sterilized cotton wool.

6. 1 (60 ml.) bottle containing a two per cent alcoholic solution iodine.
7. 1 (60 ml.) bottle containing salvolatile having the dose and mode of administration indicated on the label.
8. 1 roll of adhesive plaster.
9. 1 snake bite lancet.
10. 1 (30 gms.) bottle of potassium permanganate crystals.
11. 1 pair scissors.
12. 1 copy of the first-aid leaflet issued by the Director General Factory Advice Service and Labour Institutes/Government of India.
13. A bottle containing 100 tablets (each of 5 gms.) of aspirin.
14. Ointment for burns.
15. A bottle of suitable surgical antiseptic solution.

iii) Adequate arrangements shall be made for immediate recoupment of the equipment when necessary.

iv) Nothing except the prescribed contents shall be kept in the First-aid box.

v) The first-aid box shall be kept in charge of a responsible person who shall always be readily available during the working hours of the work place.

vi) A person in charge of the First-aid box shall be a person trained in First-aid treatment, in the work places where the number of contract labour employed is 150 or more.

vii) In work places where the number of contract labour employed is 500 or more and hospital facilities are not available within easy distance from the works. First-aid posts shall be established and run by a trained compounder. The compounder shall be on duty and shall be available at all hours when the workers are at work.

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

#### **4. DRINKING WATER**

i) In every work place, there shall be provided and maintained at suitable places, easily accessible to labour, a sufficient supply of cold water fit for drinking.

ii) Where drinking water is obtained from an intermittent public water supply, each work place shall be provided with storage where such drinking water shall be stored.

iii) Every water supply or storage shall be at a distance of not less than 50 feet from any latrine drain or other source of pollution. Where water has to be drawn from an existing well which is within such proximity of latrine, drain or any other source of pollution, the well shall be properly chlorinated before water is drawn from it for drinking. All such wells shall be entirely closed in and be provided with a trap door which shall be dust and waterproof.

iv) A reliable pump shall be fitted to each covered well, the trap door shall be kept locked and opened only for cleaning or inspection which shall be done at least once a month.

## **5. WASHING FACILITIES**

- i) In every work place adequate and suitable facilities for washing shall be provided and maintained for the use of contract labour employed therein.
- ii) Separate and adequate cleaning facilities shall be provided for the use of male and female workers.
- iii) Such facilities shall be conveniently accessible and shall be kept in clean and hygienic condition.

## **6. LATRINES AND URINALS**

- i) Latrines shall be provided in every work place on the following scale namely:-

- a) Where female are employed there shall be at least one latrine for every 25 females.
- b) Where males are employed, there shall be at least one latrine for every 25 males.

Provided that where the number of males or females exceeds 100, it shall be sufficient if there is one latrine for 25 males or females as the case may be up to the first 100, and one for every 50 thereafter.

- ii) Every latrine shall be under cover and so partitioned off as to secure privacy, and shall have a proper door and fastenings.

- iii) Construction of latrines: The inside walls shall be constructed of masonry or some suitable heat-resisting materials and shall be cement washed inside and outside at least once a year, Latrines shall not be of a standard lower than borehole system.

- iv)a) Where workers of both sexes are employed, there shall be displayed outside each block of latrine and urinal, a notice in the language understood by the majority of the workers "For Men only" or "For Women Only" as the case may be.

- b) The notice shall also bear the figure of a man or of a woman, as the case may be.

- v) There shall be at least one urinal for male workers up to 50 and one for female workers up to fifty employed at a time, provided that where the number of male or female workmen, as the case may be exceeds 500, it shall be sufficient if there is one urinal for every 50 males or females up to the first 500 and one for every 100 or part thereafter.

- vi) a) The latrines and urinals shall be adequately lighted and shall be maintained in a clean and sanitary condition at all times.

- b) Latrines and urinals other than those connected with a flush sewage system shall comply with the requirements of the Public Health Authorities.

- vii) Water shall be provided by means of tap or otherwise so as to be conveniently accessible in or near the latrines and urinals.

- viii) Disposal of excreta Unless otherwise arranged for by the local sanitary authority, arrangements for proper disposal of excreta by incineration at the work place shall be made by means of a suitable incinerator. Alternately excreta may be disposed of by putting a layer of night soil at the bottom of a

pucca tank prepared for the purpose and covering it with a 15 cm. layer of waste or refuse and then covering it with a layer of earth for a fortnight (when it will turn to manure).

(ix) The contractor shall at his own expense, carry out all instructions issued to him by the Engineer-in-Charge to effect proper disposal of night soil and other conservancy work in respect of the contractor's workmen or employees on the site. The contractor shall be responsible for payment of any charges which may be levied by Municipal or Cantonment Authority for execution of such on his behalf.

## **7. PROVISION OF SHELTER DURING REST**

At every place there shall be provided, free of cost, four suitable sheds, two for meals and the other two for rest separately for the use of men and women labour. The height of each shelter shall not be less than 3 metres (10 ft.) from the floor level to the lowest part of the roof. These shall be kept clean and the space provided shall be on the basis of 0.6 sq.m. (6 sq. ft) per head.

Provided that the Engineer-in-Charge may permit subject to his satisfaction, a portion of the building under construction or other alternative accommodation to be used for the purpose.

## **8. CRECHES**

i) At every work place, at which 20 or more women worker are ordinarily employed, there shall be provided two rooms of reasonable dimensions for the use of their children under the age of six years. One room shall be used as a play room for the children and the other as their bedroom. The rooms shall be constructed with specifications as per clause 19H (ii) a, b & c.

ii) The rooms shall be provided with suitable and sufficient openings for light and ventilation. There shall be adequate provision of sweepers to keep the places clean.

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

iv) The contractor shall provide one ayah to look after the children in the crèche when the number of women workers does not exceed 50 and two when the number of women workers exceeds 50.

v) The use of the rooms earmarked as crèches shall be restricted to children, their attendants and mothers of the children.

## **9. CANTEENS**

i) In every work place where the work regarding the employment of contract labour is likely to continue for six months and where in contract labours numbering one hundred or more are ordinarily employed, an adequate canteen shall be provided by the contractor for the use of such contract labour.

ii) The canteen shall be maintained by the contractor in an efficient manner.

iii) The canteen shall consist of at least a dining hall, kitchen, storeroom, pantry and washing places separately for workers and utensils.

iv) The canteen shall be sufficiently lighted at all times when any person has access to it.

v) The floor shall be made of smooth and impervious materials and inside walls shall be lime-washed or colour washed at least once in each year. Provided that the inside walls of the kitchen shall be lime-washed every four months.

vi) The premises of the canteen shall be maintained in a clean and sanitary condition.

vii) Waste water shall be carried away in suitable covered drains and shall not be allowed to accumulate so as to cause a nuisance.

viii) Suitable arrangements shall be made for the collection and disposal of garbage.

ix) The dining hall shall accommodate at a time 30 per cent of the contract labour working at a time.

x) The floor area of the dining hall, excluding the area occupied by the service counter and any furniture except tables and chairs shall not be less than one square meter (10 sft) per diner to be accommodated as prescribed in sub-Rule 9.

xi)a) A portion of the dining hall and service counter shall be partitioned off and reserved for women workers in proportion to their number.

b) Washing places for women shall be separate and screened to secure privacy.

xii) Sufficient tables stools, chair or benches shall be available for the number of diners to be accommodated as prescribed in sub-Rule 9.

xiii)a)1. There shall be provided and maintained sufficient utensils crockery, furniture and any other equipments necessary for the efficient running of the canteen.

1. The furniture utensils and other equipment shall be maintained in a clean and hygienic condition.

b) 1. Suitable clean clothes for the employees serving in the canteen shall be provided and maintained.

2. A service counter, if provided, shall have top of smooth and impervious material.

3. Suitable facilities including an adequate supply of hot water shall be provided for the cleaning of utensils and equipments.

xiv) The food stuffs and other items to be served in the canteen shall be in conformity with the normal habits of the contract labour.

xv) The charges for food stuffs, beverages and any other items served in the canteen shall be based on No profit, No loss" and shall be conspicuously displayed in the canteen.

xvi) In arriving at the price of foodstuffs, and other article served in the canteen, the following items shall not be taken into consideration as expenditure namely:

a) The rent of land and building.

b) The depreciation and maintenance charges for the building and equipments provided for the canteen.

c) The cost of purchase, repairs and replacement of equipments including furniture, crockery, cutlery and utensils.

d) The water charges and other charges incurred for lighting and ventilation.

- e) The interest and amounts spent on the provision and maintenance of equipments provided for the canteen.
- xvii) The accounts pertaining to the canteen shall be audited once every 12 months by registered accountants and auditors.

#### **10. ANTI-MALARIAL PRECAUTIONS**

The contractor shall at his own expense, conform to all anti-malarial instructions given to him by the Engineer-in-Charge including the filling up of any borrow pits which may have been dug by him. 11. The above rules shall be incorporated in the contracts and in notices inviting tenders and shall form an integral part of the contracts.

#### **12. AMENDMENTS**

Institute 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.

## Section - 2 - (v) - Contractor's Labour Regulations with annexure

### 1. SHORT TITLE

These regulations may be called the Institute Contractors Labour Regulations. 2

### 2. DEFINITIONS

i) **Workman** means any person employed by Institute or its contractor directly or indirectly through a subcontractor with or without the knowledge of the Institute to do any skilled, semiskilled or unskilled manual, supervisory, technical or clerical work for hire or reward, whether the terms of employment are expressed or implied but does not include any person

a) Who is employed mainly in a managerial or administrative capacity or

b) Who, being employed in a supervisory capacity draws wages exceeding five hundred rupees per mensem or exercises either by the nature of the duties attached to the office or by reason of powers vested in him, functions mainly of managerial nature : or

c) Who is an out worker, that is to say, person to whom any article or materials are given out by or on behalf of the principal employers to be made up cleaned, washed, altered, ornamental finished, repaired adopted or otherwise processed for sale for the purpose of the trade or business of the principal employers and the process is to be carried out either in the home of the out worker or in some other premises, not being premises under the control and management of the principal employer. No person below the age of 14 years shall be employed to act as a workman.

ii) **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 labour or who supplies contract labour for any work and includes a subcontractor.

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.

iii)a) Every worker shall be given a weekly holiday normally on a Sunday, in accordance with the provisions of the Minimum Wages (Central) Rules 1960 as amended from time to time irrespective of whether such worker is governed by the Minimum Wages Act or not.

b) Where the minimum wages prescribed by the Government under the Minimum Wages Act are not inclusive of the wages for the weekly day of rest, the worker shall be entitled to rest day wages at the rate applicable to the next preceding day, provided he has worked under the same contractor for a continuous period of not less than 6 days.

c) Where a contractor is permitted by the Engineer-in-Charge to allow a worker to work on a normal weekly holiday, he shall grant a substituted holiday to him for the whole day on one of the five days immediately before or after the normal weekly holiday and pay wages to such worker for the work performed on the normal weekly holiday at overtime rate.

#### **4. DISPLAY OF NOTICE REGARDING WAGES ETC.**

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

#### **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 labour in an establishment or by a contractor where less than one thousand such persons are employed shall be paid before the expiry of seventh day and in other cases before the expiry of tenth day after the last day of the wage period in respect of which he wages are payable.
- iv) Where the employment of any worker is terminated by or on behalf of the contractor the wages earned by him shall be paid before the expiry of the second working day from the date on which his employment is terminated.
- v) All payment of wages shall be made on a working day at the work premises and during the working time and on a date notified in advance and in case the work is completed before the expiry of the wage period, final payment shall be made within 48 hours of the last working day.
- vi) Wages due to every worker shall be paid to him direct or to other person authorised by him in this behalf.
- vii) All wages shall be paid in current coin or currency or in both.
- viii) Wages shall be paid without any deductions of any kind except those specified by the Central Government by general or special order in this behalf or permissible under the Payment of Wages Act 1956.
- ix) A notice showing the wages period and the place and time of disbursement of wages shall be displayed at the place of work and a copy sent by the contractor to the Engineer-in-Charge under acknowledgment.
- x) it shall be the duty of the contractor to ensure the disbursement of wages in the presence of the Junior Engineer or any other authorised representative of the Engineer in-Charge who will be required to be present at the place and time of disbursement of wages by the contractor to workmen.
- xi) The contractor shall obtain from the Junior Engineer or any other authorised 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 No..... has 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 deduction of any kind except the following
  - (a) Fines
  - (b) Deductions for absence from duty i.e. from the place or the places where by the terms of his employment he is required to work. The amount of deduction shall be in proportion to the period for which he was absent.
  - (c) Deduction for damage to or loss of goods expressly entrusted to the employed person for custody, or for loss of money or any other deduction which he is required to account, where such damage or loss is directly attributable to his neglect or default.
  - (d) Deduction for recovery of advances or for adjustment of overpayment of wages, advances granted shall be entered in a register.
  - (e) Any other deduction which the Central Government may from time to time allow.
- (ii) No fines should be imposed on any worker save in respect of such acts and omissions on his part as have been approved of by the Chief Labour Commissioner. Note :- An approved list of Acts and Omissions for which fines can be imposed is enclosed at Appendix-X
- (iii) No fine shall be imposed on a worker and no deduction for damage or loss shall be made from his wages until the worker has been given an opportunity of showing cause against such fines or deductions.
- (iv) The total amount of fine which may be imposed in any one wage period on a worker shall not exceed an amount equal to three paise in a rupee of the total wages. payable to him in respect of that wage period.
- (v) No fine imposed on any worker shall be recovered from him by installment, or after the expiry of sixty days from the date on which it was imposed.
- (vi) Every fine shall be deemed to have been imposed on the day of the act or omission in respect of which it was imposed.

## 7. LABOUR RECORDS

- (i) The contractor shall maintain a **Register of persons employed** on work on contract in Form XIII of the CL (R&A) Central Rules 1971 (Appendix IV)
- (ii) The contractor shall maintain a **Muster Roll** register in respect of all workmen employed by him on the work under Contract in Form XVI of the CL (R&A) Rules 1971 (Appendix V).
- (iii) The contractor shall maintain a **Wage Register** in respect of all workmen employed by him on the work under contract in Form XVII of the CL (R&A) Rules 1971 (Appendix VI)
- (iv) **Register of 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 labourers who met with accident.
  - b) Rate of Wages.
  - c) Sex
  - d) Age
  - e) Nature of accident and cause of accident.
  - f) Time and date of accident.
  - g) Date and time when admitted in Hospital.
  - h) Date of discharge from the Hospital.
  - i) Period of treatment and result of treatment.
  - j) Percentage of loss of earning capacity and disability as assessed by Medical Officer.
  - k) Claim required to be paid under Workmen's Compensation Act.
  - l) Date of payment of compensation.
  - m) Amount paid with details of the person to whom the same was paid.

n) Authority by whom the compensation was assessed.

o) Remarks

v) The contractor shall maintain a **Register of Fines** in the Form XII. of the CL (R&A) Rules 1971 (Appendix-XI)

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) 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) The contractor shall maintain a **Register of Advances** in Form XXIII of the CL (R&A) Rules 1971 (Appendix-XIII)

viii) 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

a. The contractor shall issue an **Attendance card-cum-wage slip** to each workman employed by him in the specimen format (Appendix-VII)

b. The card shall be valid for each wage period.

c. 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.

d. The card shall remain in possession of the worker during the wage period under reference.

e. 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.

f. 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 T

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

## 10. SERVICE CERTIFICATE

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

## 11. PRESERVATION OF LABOUR RECORDS

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

## 12. POWER OF LABOUR OFFICER TO MAKE INVESTIGATIONS OR ENQUIRY

The Labour Officer or any person authorised by Central Government on their behalf shall have power to make enquires with a view to ascertaining and enforcing due and proper observance of Fair Wage Clauses and the Provisions of these Regulations. He shall investigate into any complaint regarding the default made by the contractor or subcontractor in regard to such provision.

### **13. REPORT OF LABOUR OFFICER**

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

i) The Acting Chief Administrative Officer shall arrange payments to the labour concerned within 45 days from the receipt of the report form the Labour Officer or the Head, Civil Maintenance Group, IPR as the case may be.

### **14. APEAL AGAINST THE DECISION OF LABOUR OFFICER**

Any person aggrieved by the decision and recommendations of the Labour Officer or other person so authorised may appeal against such decision to the Head, Civil Maintenance Group, IPR within 30 days from the date of decision, forwarding simultaneously a copy of his appeal to the Acting Chief Administrative Officer but subject to such appeal, the decision of the officer shall be final and binding upon the contractor.

### **15. PROHIBITION REGARDING REPRESENTATION THROUGH LAWYER**

i) A workman shall be entitled to be represented in any investigation or enquiry under these regulations by:

a) An officer of a registered trade union of which he is a member.

b) An officer of a federation of trade unions to which the trade union referred to in clause (a) is affiliated.

c) Where the employer is not a member of any registered trade union, by an officer of a registered trade union, connected with the industry in which the worker is employed or by any other workman employed in the industry in which the worker is employed.

ii) An employer shall be entitled to be represented in any investigation or enquiry under these regulations by :-

a) An officer of an association of employers of which he is a member.

b) An officer of a federation of associations of employers to which association referred to in clause (a) is affiliated.

c) Where the employers is not a member of any association of employers, by an officer of association of employer connected with the industry in which the employer is engaged or by any other employer, engaged in the industry in which the employer is engaged.

(iii) No party shall be entitled to be represented by a legal practitioner in any investigation or enquiry under these regulations.

### **16. INSPECTION OF BOOKS AND SLIPS**

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

#### **17. SUBMISSIONS OF RETURNS**

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

#### **18. AMENDMENTS**

The Institute / 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 Head, Civil Maintenance Group, IPR shall be final.

## Appendix 'I'

1. Name and address of the contractor:

2. Name and location of the work:-

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

/

Date of delivery /miscarriage	Date on which maternity leave commenced and ended			
	In case of Delivery		in case of mis-carriage	
	Commenced	ended	Commenced	Ended
	7	8	9	10

### Leave pay paid to the employee

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

## Appendix 'II'

### SPECIMEN FORM OF THE REGISTER, REGARDING MATERNITY BENEFIT ADMISSIBLE TO THE CONTRACTOR'S LABOUR

Name and address of the contractor

Name and location of the work

1. Name of the woman and her husband's name:
2. Designation:
3. Date of appointment:
4. Date with months and year 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 woman informs about the expected delivery:
8. Date of delivery / miscarriage/ death:
9. Date of production of certificate in respect of delivery / miscarriage:
10. Date with amount of maternity / death benefit paid in advance of expected delivery:
11. Date with amount of subsequent payment of maternity benefit:
12. Name of person nominated by the women to receive the payment of the maternity benefit after her death:
13. If the woman dies, the date of her death, the name of the person to whom maternity benefit amount was paid, the month thereof and the date of payment:
14. Signature of the contractor authenticating entries in the register:
15. Remark column for the use of inspecting officer:

### Appendix'III'

#### Labour Board

1. Name of Work:
2. Name of Contractor:
3. Address of contractor
4. Name of Labour Officer of institute:
5. Name of Labour Enforcement Officer:
6. Name of Labour Enforcement Officer:

Sl.N o	Category	Minimum Wedge fixed	Actual wedge paid	Number Present	Remarks

Weekly Holiday:

Wage Period:

Date of Payment of wages:

Working Hours:

Rest interval:

**Form XIII (See Rule 75)**

**Register of workmen employed by contractor**

Name and Address of contractor

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

Nature and location of work.

Name and address of principal Employer.

Si. No.	Name and surna me of work men	A ge as on	Fathe r's / Husb and 's name	Nature employ ment / designa tion	Perma nent addres s of workm en	Local Addr ess	Date of empl oyme nt	Signat ure or thumb impres sion	Date of termin ation no emplo yment	Reason	Remark s
1	2	3	4	5	6	7	8	9	10	11	12

**Muster Roll**

Name and Address of contractor:

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

Nature and location of work.

Name and address of Principal Employer.

For the month of / fortnight:

Si. No	Name of Workmen	Father's / Husband's Name	Sex	Dates					Remarks
1	2	3	4	5					6
				1	2	3	4	5	

### Appendix 'VI'

**Form XVII (see rule 78(2)(a))**

**REGISTER OF WAGE**

Name and Address of contractor:

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

Nature and location of work.

Name and address of Principal Employer.

Sl No	Name of workmen	Serial No. in the register of workmen	Designation/ nature of work done	No. of days worked	Units of work done	Daily rate of wages price rate	Amount of wages earned						Net amount paid	Signature or thumb impression	Initial of contractor or his representative
							Basic Wage	Dearness allowance	Over Time	Other payment	Total	Deduction			
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16

**Appendix 'VII'**

**Observe**

Wage Card No.

## WAGE CARD

Name and address of contractor

Date of Issue

Name and location of work

Designation

Name of workmen

Month/Fortnight

Rate of wages

1 2 3 4 5 6 7 8 9 10 11 12 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 amount of my wages

The wages card is valid for one month from the date of issue.

Signature

## Appendix 'VII'

Reserve

FORM XIX

**(See Rule 78(2)(b))**

**WAGE SLIP**

Name and address of contractor:

Name and Father's/Husband's name of workman:

Nature and location of work:

For the week/Fortnight/Month ending:

1. No. of days worked:
2. No. of units worked in case of piece:
3. Rate of daily wages/piece rate:
4. Amount of overtime wages:
5. Gross wages payable:
6. Deduction, if any:
7. Net amount of waged paid:

**Initial of the contractor or his representative**

**Appendix 'VIII'**

**FORM XIV**

**(See Rule 76)**

## EMPLOYMENT CARD

Name and address of Contractor:

Name and address of establishment in under:

Name of work and location of work:

Name and address of principal employer:

1. Name of the workmen:
2. Sl.No. in the register of workman:
3. Nature of employment/designation
4. Wage rate (with particulars of unit in:  
Case of piece work)
5. Wage period
6. Tenure of employment
7. Remark:

**Signature of Contactor**

**Appendix 'IX'**

**FORM XV**

**(See Rule 77)**

## SERVICE CERTIFICATE

Name and Address of contractor:

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

Name and address of workmen.

Name and address of principal employer

Age or date of birth.

Identification Mark.

Father's / Husband's Name.

Sl.No	Total period for which employed		Nature of work	Rate of wage (with particulars of unit in case of piece work)	Remark
	From	To			
1	2	3	4	5	6

Signature:

### Appendix 'X'

#### LIST OF ACTS AND OMISSIONS FOR WHICH FINES CAN BE IMPOSED

In accordance with rule 7 (v) of the Contractor's Labour Regulations to be displayed prominently at the site of work both in English and local Language

1. Wilful insubordination or disobedience, whether alone or in combination with other.
2. Theft fraud or dishonesty in connection with the contractors beside a business or property of
3. Taking or giving bribes or any illegal gratifications
4. Habitual late attendance.
5. Drunkenness lighting, 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 Institute 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 of manufacturing or making of unauthorized particles at the workplace.
15. Bad workmanship in construction and maintenance by skilled workers which is not approved by the Department and for which the contractors are compelled to undertake rectifications.
16. Making false complaints and / or misleading statements.
17. Engaging on trade within the premises of the establishments.
18. Any 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 intimating any workman or employer during the working hours within the premises.

#### **Appendix 'XI'**

#### **FORM XV**

**(See Rule 78(2)(d))**

#### **REGISTER FINE**

Name and Address of contractor:

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

Name and location of work.

Name and address of principal employer

Sl. No.	Name of workmen	Father's/Husband's name	Designation/nature of employment	Act/mission of which fine imposed	Date of Offence	Weather Workmen showed cause against fine	Name of person in whose presence employee's explanation was heard	Wage period and wage payable	Amount of Imposed	Date on which released	Remarks
1	2	3	4	5	6	7	8	9	10	11	12

**Appendix 'XII'**

**FORM XX**

**(See Rule 78(2)(b))**

**REGISTER OF DEDUCTION FOR DAMAGE OR LOSS**

Name and Address of contractor:

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

Name and location of work.

Name and address of principal employer

Sl No.	Name of work men	Father's/ Husband's name	Designation/ nature of employment	Particular of damage or loss	Date of damage or loss	Weather Workmen showed cause against deduction	Name of person in whose presence employee's explanation was heard	Amount of Imposed	No. of Installation	Date of Recovery		Remarks
										First Installation	Last Installation	
1	2	3	4	5	6	7	8	9	10	11	12	13

### Appendix 'XIII'

#### FORM XXII

(See Rule 78(2)(d))

#### REGISTER OF ADVANCES

Name and Address of contractor:

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

Name 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 of amount of advance given	Purpose for which advance made	No. of installment by which advance to be paid	Date and amount of each installment	Date on which last installment was repaid	Remarks
1	2	3	4	5	6	7	8	9	10	11

**Appendix 'XIV'**

**FORM XXIII**

**(See Rule 78(2)(d))**

**REGISTER OF OVERTIME**

Name and Address of contractor:

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

Name 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	Dates on which overtime worked	Total overtime worked on production in case of price rated work	Normal rates of wages	Overtime rates of wages	Overtime earnings	Rates on which overtime wages paid	Remarks
1	2	3	4	5	6	7	8	9	10	11	12

#### APPENDIX XV

Note for appointment of Arbitrator

[Refer Clause 25]

To  
The Director  
Institute For Plasma Research  
Bhat, Gandhinagar -382 428

Dear Sir,

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

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

Specimen signatures of the applicant

(only the person/authority who signed the contract should sign)

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

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

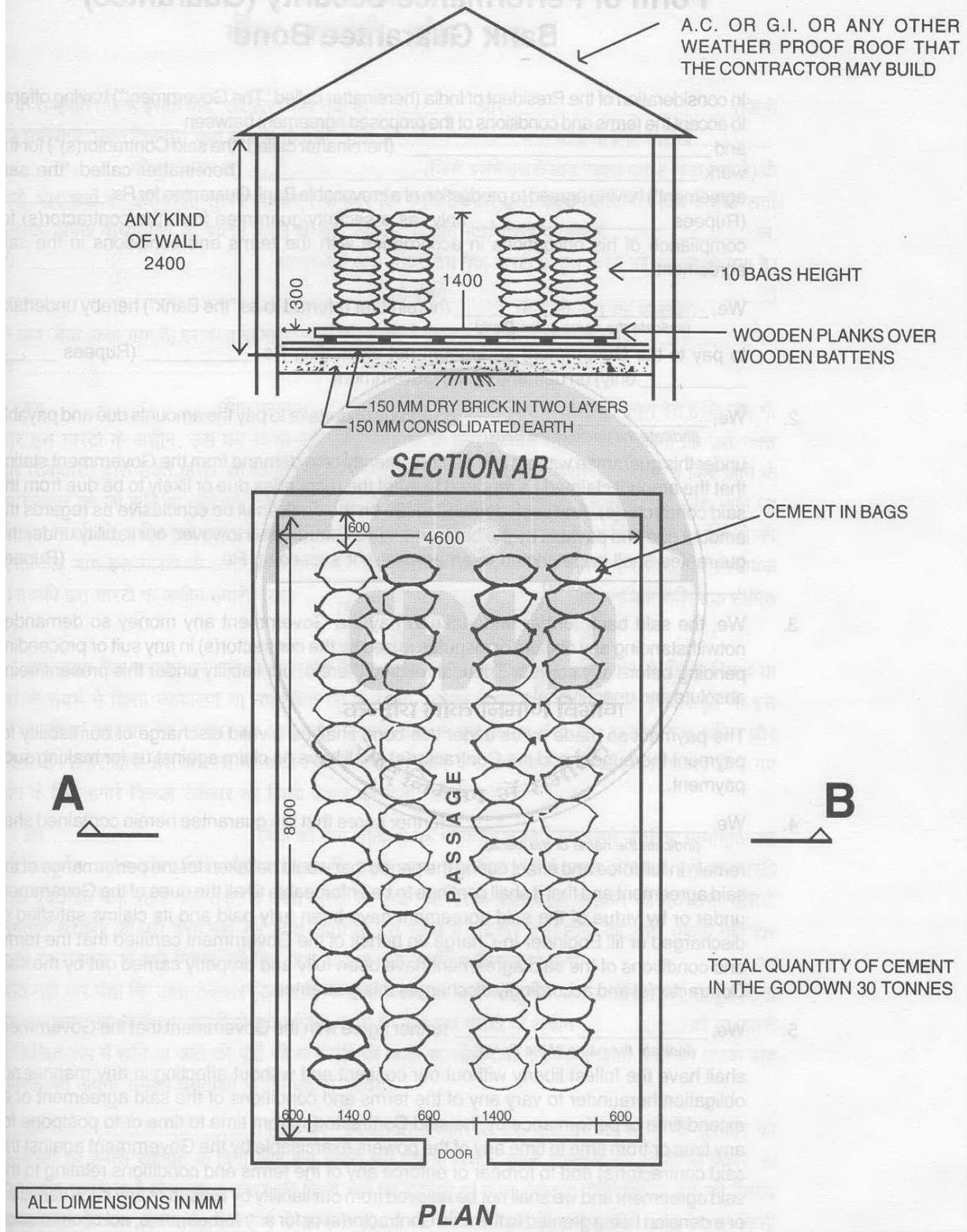
Yours faithfully,

(Signatures)

Copy in duplicate to:

1. The Head, Civil Maintenance Group of Institute,

## सीमेन्ट गोदाम का रेखाचित्र / SKETCH OF CEMENT GODOWN



## **SECTION 3: ADDITIONAL CONDITIONS OF CONTRACT**

### **1. MATERIALS OBTAINED FROM DISMANTLEMENT:**

Contractors in course of their work should understand that all the materials (e.g. stones and other materials) obtained in the work of dismantling etc. will be considered as Institute property and may be issued to the contractor (if they require the same for their own use) at rates approved by the Engineer-in-Charge/ Head, Civil Maintenance Group. If these materials are not required by them, the same will be disposed off to the best advantage of Institute as specified.

### **2. SITE TO BE CLEAN:**

The contractor undertakes to have the site clean, free from rubbish to the satisfaction of the Engineer-in-Charge. All surplus materials, rubbish, etc. will be removed to the place fixed by the Engineer-in-Charge and nothing extra will be paid. Mud or debris obtained during the course of construction by way of dismantling or on completion of the various items of work or otherwise, shall be disposed off by the contractor at the low lying areas, anywhere in the project site/colony area without any extra cost to the Institute, as directed by the Engineer-in-Charge and the contractor shall not be permitted to take the dismantled materials/debris outside the Project site/Colony Area.

### **3. INCONVENIENCE TO INSTITUTE'S ACTIVITIES:**

The contractor shall not deposit materials on any site which will seriously inconvenience to any of the Institute's activities. The Engineer-in-Charge may require the contractor to remove any materials which are considered by him to be dangerous or inconvenient to the activities of the Institute or get them removed at the contractor's cost.

### **4. DELAY IN OBTAINING MATERIALS BY THE INSTITUTE:**

Owing to difficulty in obtaining certain controlled and other materials in the market which the Institute, have undertaken to supply them as specified in Schedule „B' attached herein after. There may be delay in obtaining these materials by the Institute and the contractor is therefore, required to keep himself in touch with the day to day position, regarding the supply of materials from the Engineer-in-Charge and to so adjust the progress of the work that their labour may not remain idle nor may there be any other claim due to or arising from delay in obtaining the materials. It should be clearly understood that no claim whatsoever will be entertained by the Institute on account of delay in supplying materials.

### **5. RETURN OF SURPLUS MATERIALS:**

Notwithstanding anything contained to the contrary in any or all the clauses of this contract where any materials for the execution of the contract are procured with the assistance of Institute, either by issue from Institute, stock or purchase made under orders or permits or licenses issued by the Institute, the contractor shall hold the said materials economically and solely for the purpose of the contract and return, if required by the Engineer-in-Charge, all surplus or serviceable materials that may be left with him after the completion of the contract or its termination due to any reason whatsoever on being paid or credited such price as Engineer-in-Charge shall determine having regard to the condition of the materials. The price allowed to the contractor however, shall not exceed the amount charged to him excluding the storage charges of 2%. In the event of breach of the aforesaid condition, the contractor shall in addition to throwing himself open to action, for contravention of the terms of the license or

permit and/or criminal breach of trust, be liable to compensate the Institute at the rate to be determined by the Engineer-in-Charge and his decision shall be final and conclusive.

#### **6. DELAY IN OBTAINING PRIORITY CERTIFICATES:**

6.1 Owing to difficulty in obtaining Railway Wagons for the carriage of materials, Institute agree to render assistance in obtaining priority, for the carriage of materials required for the work subject to the conditions specified in this tender. There may be delay in arranging the above mentioned facilities by the Institute and the contractor shall therefore keep himself in touch with the day to day position regarding the said facilities and shall so adjust the progress of work that his labour or lorries may not remain idle and that there will not be any claim arising from the delay in arranging the above mentioned facilities. It should be clearly understood that no claim whatsoever shall lie against the Government on account of delay in supply of Railway Wagons.

6.2 Contractor shall note, however, that all the materials, so brought by him against priority certificate issued by the Institute shall be used only for the work included in this contract and shall in no case be used on any other job elsewhere.

#### **7. EXTENSION OF TIME LIMIT FOR COMPLETION OF WORK:**

If the contractor shall desire an extension of time for completion of the work under Clause 5 of the General conditions of contract, no application for such extension will be entertained if it is not received in sufficient time to allow the Engineer-in-charge to consider it and contractor will be responsible for the consequences arising out of the negligence in this respect.

Reasonable extension of time as considered necessary by the Engineer-in-Charge will be granted to the contractor in case the work site as a whole or part thereof could not be handed over to the contractor due to failure of other agencies working in the same area or due to any other reasons beyond the control of the Institute. Contractor will not have any claim whatsoever on this account and no compensation will be payable to him for whatsoever reasons.

#### **8.0 EMPLOYMENT OF CERTIFIED PLUMBER:**

Certified plumbers should be employed by the contractor on the work for main sewer, filtered and unfiltered main.

#### **8.1 EMPLOYMENT OF LICENSED ELECTRICAL FOREMAN (FOR ELECTRICAL WORK ONLY):**

The contractor should employ a licensed electrical foreman to supervise the Electrical works.

#### **9. CONDITIONS RELATING TO THE EXECUTION OF ADDITIONAL WORK:**

No deviation from specification stipulated in the contract of additional items shall be carried out by the contractor unless the rates of the substituted, altered or additional item have been approved in writing by the competent authority, failing which Institute will not be bound to entertain any claim on this account.

## **SECTION -4 - (i) : SPECIAL CONDITIONS OF CONTRACT**

## **1. GENERAL:**

The following special conditions of contract shall be read in conjunction with general conditions of contract and additional conditions of contract enclosed herein before. The following clauses shall be considered as an extension and not limitation of the obligations of the contractor. In case the discrepancy between these special conditions of contract and the General Conditions and Additional Conditions of contract, (preceding) these Special Conditions shall take precedence over the General and Additional conditions of the Contract.

## **2. SCOPE AND LOCATION OF WORK:**

The proposed site is located at IPR-Bhat, Gandhinagar, Gujarat.

The tenderer is advised to visit the site of work with prior permission of Division Head, Civil Maintenance Group, Institute for Plasma Research to acquaint himself with access to sites location for stacking the materials probable tapping points for construction water and electric power. The contractor carrying out this work will strictly abide by security regulation of the Institute and also local statutory regulations imposed by the Institute / Police authorities regarding transshipment of any equipment, operation, drainage, security etc., wherever applicable.

**SCOPE OF WORK: False ceiling / interior development and renovation work at first floor offices at Institute for Plasma Research (IPR), Bhat, Gandhinagar.**

### **BRIEF BUILDINGS DESCRIPTION:**

False ceiling of first floor offices– including metallic false ceiling with grid work etc as per manufacturer's specifications, insulation, removing and refixing of the electrical fittings at IPR, BHAT, Gandhinagar

The contractor for this work has to co-operate & co-ordinate his work along with other contractors for AC, Electrical, interior and other project-related activities, who will be simultaneously carrying out the work in the same area. The work has to be completed as per the detailed schedule which shall be prepared after the issue of work order. However, the entire work shall be completed within the stipulated time.

### 3. SITE INVESTIGATIONS:

The tenderers are advised to visit the site to acquaint themselves as to the nature and location of the work, the general and local conditions, particularly those bearing upon transportation, disposal, handling and storage of materials, availability of labour, 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-surface materials 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.

### 4. STAKING OUT BASE LINES AND LEVELS:

The contractor shall establish at site the layout of the building/road etc. for the work from base lines and grids established by the Institute and shall be responsible for all measurements in connection therewith. The contractor shall, at his own expenses, furnish all stakes, templates, platform, equipments, ranges and labour that may be required in setting out or laying out any part of the work. The contractor to carry out the Centre lines of the proposed buildings with the total station (survey equipment) and to set out with no extra cost. The contractor shall be held responsible for the proper execution of the work to such lines, levels and grids as may be established or indicated on the drawings and specifications, The contractor shall check the bench marks and stakes existing at the site for laying out lines and levels. The contractor has to construct and maintain proper bench marks at all salient positions in order that the lines and levels may be accurately checked at all times. Total Station, Theodolite, levels, prismatic compass, chain, steel and metallic tapes and all other surveying instruments found necessary on the works shall be provided by the contractors for use at site in connection with this work.

### 5. COMMENCEMENT AND COMPLETION OF WORK AND PROPER SCHEDULE:

The work shall be completed within a period as specified in the tender notice and as mentioned in the work order. After the work is awarded the contractor shall prepare a detailed time schedule in consultation with the Engineer-in-Charge and submit the same for approval of the Institute. This time schedule after approval shall form part of the contract and the work in all respects shall be carried out as per this time schedule.

Time shall be the essence of the contract. The rate of progress of the whole work as well as for all the important individual items of work shall not be slower than as laid down in the attached progress schedule.

The contractor shall properly assess his capability and fully satisfy himself before tendering that he will be able to adhere the specified schedule. In this connection the attention of the tenderer is specially invited to clause 2 of the General Conditions of the Contract.

The contractor shall furnish to the Engineer-in-Charge weekly progress report in triplicate on Saturday of every week indicating the following:

Sr.No.	Item of work for the	Schedule progress week	Actual short fall if any	Reason for make-up the short fall	Steps taken to

The contractor shall employ sufficient number of skilled and unskilled labour required for the work for maintaining the progress of work as stipulated in the time schedule. The labour strength tradewise should be intimated to the Engineer-in-Charge everyday in writing. The skilled labour shall be increased

if required by Engineer-in-Charge to maintain the progress of work. The contractor should submit the list of plant and machinery they propose to use on the work alongwith the tender and also the list of staff proposed to be engaged on above works.

On receipt of the work order the contractor should submit the detailed time schedule (activity wise), within 15 days from the date issue of work order, for the completion of the work indicating all the important individual items in sequence of operation etc., including making ready the finished sample flat for bldg. works in triplicate for the approval of the Engineer-in-Charge.

The contractors should also submit along with the tender, the list of materials (factory made) proposed to incorporate the work along with their brand / manufacturers name selected from the approved list enclosed along with the specifications. :

## **6. SEQUENCE OF WORK:**

The contractor shall execute the work as per the sequence given by the Engineer-in-Charge from time to time so that the other items of work to be executed by other agencies are completed progressively along with the main work.

## **7. CO-OPERATION WITH OTHER CONTRACTORS:**

The contractor shall extend all facilities and give complete co-operation for the execution of various connected work 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 authorised by the Institute to work in the same area during the construction stage for work such as (i) electrical (ii) Air-conditioning and service (iii) Public Health (iv) Water proofing treatments (v) fixing aluminium windows, aluminium wall span and aluminium doors (vi) painting (vii) Civil work etc.

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 the status and progress of civil construction works, the civil contractor shall accept and take over the inventories of installation 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 stagewise completion of the civil works. During final handing over of the building(s) to the Institute / 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 Institute/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 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.

**8. CO-ORDINATION:** The main contractor shall be responsible for all the works including the works planned and carried out by sub contractors also. The contractor will carry out the entire work in a planned manner by co-ordinating his work, with the Public Health, Civil, Electrical, A.C. and miscellaneous services, specially in connection with the position of various fixtures and other inserts such as conduits, junction boxes etc. to be embedded in the masonry/concrete fixed to steel work and other allied work connected with the completion of the building carried out by different agencies. In case of any dispute between the contractors engaged on the same work, decision of Engineer-in-Charge shall be final and binding.

**9. APPROACH ROADS AND TRANSPORTATION OF EQUIPMENT AND MATERIALS :**

Contractor will be permitted to use the existing roads in the establishment area for the purpose of transporting equipment and materials and for use of labour etc. The Engineer-in-Charge, however, will not undertake to provide any approach roads to the actual site of work. It shall be the entire responsibility of the contractor to provide and maintain such temporary approach roads including cross drainage works if any at his own cost for the purpose of movement of men, materials and equipment. Layout of such approach roads shall be submitted to Engineer-in-Charge for his approval before undertaking the construction of the same. Such approach roads shall be made available to other agencies for carrying out the work in the same area in consultation with the Engineer-in-Charge of the works without any cost.

**10. OPERATIONS AND STORAGE AREAS:**

All operations of the contractor shall be confined to areas authorised by the Engineer-in-Charge and storage of materials shall be over sites 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 Institute property within the areas thus allotted. He shall be responsible to clear all rank, vegetation at site at his own cost.

**11. CONTRACTOR'S STORAGE AND SITE OFFICE:**

Suitable area near the site of work shall be allocated to the contractor, @ Re.1/- per month as token compensation for storing his equipment, plant, materials etc. and for his site office and cement godown. He will, however, be solely responsible for watching or guarding his property and materials issued to him by the Institute. 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. The tenderer should obtain necessary permission/approval from Statutory authorities of Local bodies for construction of temporary structures at site of work such as cement godown, stores, site office etc. It will be responsibility of the tenderers to prepare proper plans, to pay any requisite fees to statutory authorities and to execute the work for the temporary structure at their own cost as per the conditions and rules laid by statutory authorities.

**12. TEMPORARY BUILDINGS:**

Warehouse, shed, workshop and office facilities as required by the contractor shall be provided by him at his own expense. Area for the same will be made available by the Institute @ Re.1/- per month as token compensation. Prior approval of the Engineer-in-Charge shall be obtained in respect of location and layout and details of those buildings. After the work is over all these temporary facilities shall be

removed by the contractor at his own expense to the satisfaction of the Engineer-in-Charge within 10 days from the date of completion. No labour shall be permitted to stay at site or in the partly completed building at any time and no land for erection of temporary huts for labourers will be made available by the Institute. The contractor shall make his own arrangements for labour hutments elsewhere out side the Institute's premises/area at his own cost. Unauthorised occupation of any area/partly completed building by the contractor's labourer will be treated as trespass and action will be taken to evict them including termination of contract if deemed fit. Sanitary as well as water supply and drainage facilities as required by the labour laws in force, are to be provided by the contractor at his own cost.

### **13. TRAFFIC INTERFERENCE & INCONVENIENCE TO THE PUBLIC:**

The contractor shall conduct his operations so as to interfere as little as possible with the traffic/public. When interfere 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 Institute will render reasonable assistance in the matter. The contractor shall take all precaution and other measure, such as providing warning signals, temporary diversion etc. all as directed by the Engineer-in-Charge. 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 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.

### **14. DRAINAGE AROUND THE BUILDING AND FOUNDATION FOR OTHER WORKS:**

The contractor shall be entirely responsible for the provision and maintenance of efficient drainage arrangements in the work site to lead of all water whatsoever pumped from the excavations on account of rains, floods, springs or any other source whatsoever. The foundation trenches shall be kept free from water while all the works below ground level are in progress. Flooding or ponding of water in the work site shall not be permitted under any circumstances whatsoever and the contractor shall take all necessary precautions to prevent the same by providing suitable pumps and other dewatering arrangement. The cost of repairing damages if any, to the work under execution or to any Institute property in and around the site shall be entirely borne by the contractor where such damages are due to his non compliance with the above conditions.

### **15. SPECIFICATIONS AND DRAWINGS:**

15.1 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 all errors, discrepancies and/or omissions discovered therein to the Engineer-in-Charge and obtain appropriate orders on 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.

15.2 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.

15.3 Prior to submission of drawing called for as per specifications or any other drawings, contractor may intend to submit for approval, the contractor shall be responsible for thoroughly checking of all drawings to ensure that they comply with the intend and the requirements of the contract specifications and that they fit in with the over all layout. Drawing found to be inaccurate or otherwise in error will be returned for corrections to the contractor.

15.4 For all drawings to be submitted by the contractor, for the approval of the Engineer-in-Charge, the contractor shall submit 6 (six) copies of each drawing.

15.5 The approval of the drawings by the Engineer-in-Charge shall not be construed as a complete dimensional check but will indicate only that the general method of construction as detailed is satisfactory. The contractor shall be responsible for the dimensions and designs of adequate connection supports, details and satisfactory construction of the work.

15.6 Cost of all shop drawings, fabrication drawings or formwork drawings and details to be furnished by the contractor shall be deemed to be included in his tendered rates. Approval of shop drawings shall not be construed as authorised additional work of increased costs to the Institute.

## **16. SCHEDULE OF QUANTITIES:**

A Schedule of probable quantities in respect of the work and specifications is enclosed. The quantities are liable to alterations by omissions, deductions or additions at the discretion of the Engineer-in-Charge. The tender rates for all the items shall, however, hold good for all such variations, subject to provisions contained under para 'e' of memorandum for the item rate tender for work.

## **17. SAMPLES:**

Samples of all materials to be incorporated in the work shall be submitted to the Engineer-in-Charge for his approval without any extra cost. Whenever particular make is mentioned in the item schedule, the decision of the Engineer-in-Charge in selection of particular make shall be final and binding on the tenderer. The approved samples will be kept with Engineer-in-Charge till the 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 shall be borne by the contractor. All other expanses required to be incurred for taking the samples; conveyance packing etc. shall be borne by the contractor. 17.1 The contractor, besides submitting the samples of materials for approval from Engineer-in-Charge, shall also follow the procedure as laid under: To determine the acceptable standard of materials and workmanship, a sample unit shall be completed by the contractor in all respects, including the finishing items of works of civil works including installation of fittings as well as those of water supply plumbing and sanitation work and electrical, internal fittings and fixtures and wiring etc. The sample unit with all final finishes and installations etc. shall be got approved from the Engineer-in-Charge in advance before taking up the finishing items of the work in the building(s). Each of these samples of items of work/trade/materials approved by the Engineer-in-Charge will be endorsed as "Guide line samples", as per which further works shall be executed in strict conformity with standard of materials and workmanship of the sample unit. The provision of Clauses 7 and 8 herein before (regarding co-ordination and co-operation with other agencies) shall be mutatis-mutandis applicable to the above mentioned "Sample unit" also.

## **18. INSPECTION:**

The work shall be conducted under the general direction of the Engineer-in-Charge and is subject to inspection by his appointed representative to ensure strict compliance with the terms of the contract. No failure of the Engineer-in-Charge or his designated representative during the progress of the work to discover or to reject materials, or work not in accordance with the requirement of this contract shall be deemed as an acceptance thereof or a waiver of defects therein and no payment by the Engineer-in-Charge or partial or entire occupancy of the premises shall be construed to be an acceptance of work or materials which are not strictly in accordance with the requirements of the contract. No changes whatsoever to any provision of specifications shall be made without authorisation from the Engineer-in-Charge.

## 19. WATER: Deleted

~~The bore well / water source within a distance of about 1000 mtrs. Of the site of work will be made available. The contractor shall make his own arrangement for pumping water from bore well/ from source, transporting through pipe lines, storing in the tank etc. at his own cost. The charges for water consumed by the contractor will be worked out at 1% (one percent) of the gross value of work done and will be recovered from the running bills and final bills, as the case may be.~~

~~The contractor shall arrange to provide a minimum storage of 5000 Ltrs. (or two days requirement whichever is higher) of water at building location and all necessary pumps for storage of water shall be built by the contractor at his own cost at location to be approved by the Engineer in Charge. Water supply will be available for about three hours every day during normal working hours at the time to be fixed by the Institute. The water storage tanks should be leak proof and wastage and misuse of water is strictly prohibited. Contamination and pollution of water to be strictly avoided. Construction water should not be used for drinking or for domestic purpose. Contractor will make his own arrangement for water required for drinking purposes at site of work and for all purposes at the labour camp at his own cost. Since the water is a scarce commodity the onus of judicious collections/storage and usage of water will lie with the contractor. Unauthorised usage or wastage of water supplied for construction purposes is liable to be viewed seriously.~~

## 20. ELECTRICITY:

20.1 General: Temporary electric power, if required by the contractor shall be provided for bonafide construction purpose required for the site job but limited to a total max. of 10 KW (connected) at 3 phase, 415 volts, 50 cps. Some of the important conditions governing the power supply are as follows:

a) The power will be supplied (on receipt of application in prescribed form) at one point within **1000 M.** of the building premises. The contractor shall install his own main switch, cables, electric cupboard/switch room etc. of adequate capacity of suitable type to receive, control and further distribute the power involved. The exact location and further details about supply point will on receipt of the contractor's application, be decided upon by the Institute, whose decision in the matter will be final and binding. The total final connected load and the anticipated maximum demand shall be furnished by the contractor about a month in advance of the actual initial requirement and for any addition in load subsequent to the initial supply, date, at least one week's notice from the date of submission of installation test report for the said additional load will be given.

b) The contractor shall provide his own switches tested KWH Meter, earth station, earth leakage circuit breakers cable/lines of approved make and of adequate capacity from the aforesaid supply point to the various utilisation points and also be responsible to maintain the same in good and safe condition at all times as per relevant codes and electricity rules. He will also be fully responsible at all times for any

accident/mishap in his electrical installation/appliances etc. (including the consequential aspects) if the same are found to be due to defective construction/maintenance etc. of his installation or negligence in observation of rules, or safety precautions. The layout and other details of these lines shall be got approved in advance by the Institute and no change in the same shall be subsequently carried out without Institute prior approval. The Institute's Electrical Engineer may any time summarily disconnect, in the interest of safety, the power supply without notice, if any dangerous situation is seen in the contractor's installation or if the contractor has failed to maintain the installation satisfactorily in spite of a written notice served on him. The responsibility for such a disconnection will always be with the contractor who will have no claim whatsoever in this respect on the Institute.

c) The contractor's electrical installation shall conform in all respects to the relevant rules, regulations, statutory provision and codes of practice as also be in accordance with the rules of the local licensee Undertaking (as the case may be) as existing new or as may be amended/enforced from time to time in the future. Installation test reports shall invariably be furnished by the contractor before any load is connected. Periodical test reports by every 3 months for the complete installation shall also be submitted by the contractor in accordance with I.E.E Rules for temporary installation.

d) Power will be supplied at the point mentioned in para (a) above at the usual 400 V, 3 Phase, 50 cycles. 4 wire or single phase 230 V, 2-wire system as the case may be subject to permissible variations in voltage and frequency. In case 3 phase supply the individual single phase loads if any shall be suitably connected so that the total load over three phases at the supply point is balanced as much as possible. No individual single phase equipment or a single phase system shall normally exceed a rating of 2 K.W.

e) The Institute may install, depending on availability, in the covered space provided by the contractor at the aforesaid supply point necessary energy meter for registering the electricity (i.e. KWH) supplied. A rental charge of Rs.2/- for a poly phase meter and Rs.1/- for a single phase meter per calendar month or part thereof shall be charged. It may be necessary to install separate Institutes meter (rental amount as mentioned above) for lighting consumption and in that case the contractor shall have to provide separate lighting circuits.

f) Electric consumption as per actual meter reading shall be charged at the rates fixed by the Institute which will be generally at par with the temporary/supply tariff of State Electricity Board. Undertaking prevalent from time to time. The contractor shall be responsible for the safety of the Institute's meter, cut outs etc. installed at his site.

**NOTE:** The electricity will normally be billed once every month. The present supply rate is **Rs. 10.00 per KWH.**

g) The power supply shall be subject to all such restrictions, regulations etc., as are in existence now and as may be (enforced from time to time in future by the licensee/Government/Department or by any other competent authority for which the contractor have no claim whatsoever. Although all efforts shall be made to provide a continuous supply, the contractor shall have no claim whatsoever due to any breakdown or interruption etc. in the supply at any time.

## 20.2 CONSTRUCTION AND MAINTENANCE BY THE CONTRACTOR:

As mentioned in para 20.1 (b) above, the contractor shall maintain his entire electrical installation, appliances etc. in good and safe condition as required under relevant rules and codes of practice. However, the following precautions and directives shall be followed in addition to observing other essential rules:

- (i) The minimum clearance (measured at the lowest sag point) to be maintained for all over head lines shall be 4 Mtrs. cross country or along roads and 6.1 metres across roads.
- ii) Metallic poles as a general rule should be avoided and if used should be earthed individually.
- iii) All loose hanging of wires and cables should be avoided. The line wires should be properly supported and an approved method of fixing shall be adopted.
- iv) Installation shall not cause any hindrance to the normal movement of men and materials at site.
- v) All cables and wires should be adequately protected against mechanical damage during construction activity of all contractors, working at site.
- vi) In case the cable is required to be laid in ground, it should be adequately protected by covering the same with bricks, R.C.C. tiles or any other approved means and cable markers provided at suitable intervals as per approval of the Institute.
- vii) Laying of cable and wires directly on floor shall not be allowed but if absolutely necessary for some very short lengths, the same shall be taken through suitable mechanical covering like G.I./M.S. Pipes etc.
- viii) All the outdoor switch boards, equipments etc., should be adequately protected against rain or preferably they should not be exposed to weather.
- ix) If overhead lines using bare conductors are installed, a guard wire system of adequate size shall run along the cables /wires and earthed effectively.
- x) The connection for portable machines shall be taken only through suitably rated 3 pin socket points. Iron clad industrial type outlets are preferred. While taking supply through socket outlet a plug top must be used, avoiding inserting of loose wires in the sockets. The third pin of the plug shall invariably be earthed and 3 core wire of appropriate specifications and capacity shall be used.
- xi) All three phase equipment shall be provided with duplicate earthing. All metallic frames, light fixtures, portable equipments etc. should be effectively earthed to main earthing.
- xii) Duly authorised persons having valid wireman's license/competence certificate must be employed under the supervision of a qualified and experienced Electrical Supervisor for carrying out electrical work and repair of electrical equipments, installation and maintenance etc. at site.

**20.3 Additional Power:** Power in excess of the limit stipulated in para 20.1 above may subject to availability, be provided if applied for by the contractor by installing additional cables/lines from the change over nearby. These additional lines along with necessary switches etc. shall be provided by the Institute and full cost thereof will be payable by the contractor in advance.

## ALTERNATIVE CONDITIONS FOR CONDITION NO. 19 AND 20: For Water & Electric Supply:

Contractor shall make his own arrangements for obtaining temporary water supply and electrical supply connections required for the work from relevant local authorities, at his own cost. The Institute shall render reasonable assistance to the contractor, if required, by means of recommendatory letter/certificate, for obtaining temporary water and electrical supplies from the authorities concerned aforesaid. Extra water charges and sewerage charges if any required to be paid (based on the plinth area) for obtaining the construction water supply shall be borne by the Institute. All other charges for getting the construction water supply connections including incidental charges, anti malarial treatment payable, conveyance, storage, consumption charges etc. shall be borne by the contractor. Deposits if any to be

paid towards consumption of water and electric supplies to be paid by the contractor and the same can be taken back by him after adjustment.

## 21. TENDER RATES:

The rates quoted by the tenderer in the schedule shall be inclusive of all taxes, duties and other statutory levies imposed by the Government or other public bodies from time to time. The rates quoted shall also cover the cost of necessary protection including labour, materials and equipment to ensure safety and protection against risk or 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, labour and conditions, or any other conditions whatsoever except for the provisions contained in clause 10 CA and 10 CC of General conditions of contract as applicable. The rates quoted by the tenderer shall also be inclusive of Gujarat Sales Tax on the transfer of property in goods involved in execution of works contract Act, 1985 (in other words Turn over Tax) which is to be paid by the tenderer to the Institute from time to time during the execution of the contract/works. No separate claim on this account will be entertained by the Institute. The eligible portion of components of materials, labour and POL as indicated in para 3 of sub clause 10 CC of General Conditions of Contract have been predetermined as below:

a) Materials	75%
b) Labour	25%
c) P.O.L.	-----
	100%

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.

Any cement slurry added over base surface (or) for continuation of concreting, for better bond, is added to have been in-built in the item (unless otherwise explicitly stated) and nothing extra shall be payable and no extra cement considered in consumption on this account. Rate for all items, in which use of cement is involved, shall include charges for curing.

The contractor when called for by the Institute should furnish detailed rate analysis in support of the rates quoted by him against each item of the tender. The Institute reserves the right to utilize the analysis thus supplied in setting any deviations or claims arising on this contract.

For any deviations or claims or extra items arising out of this contract, the contractor will be entitled for overheads and profits of 2½% only towards handling, storing etc. of such materials which are supplied by the Institute under schedule 'B' at fixed issue rates/procurement rates in case of free issue materials.

If required by the Institute the rates quoted for any item in one part may be made use of for similar work in other parts, when such items do not exist in those parts.

## 22. 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, Institute shall be entitled to recover such sum by appropriating in part or whole, the security deposit of the contractor and to sell any Institute 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 Institute, should this sum be not sufficient to cover the full amount recoverable, the contractor shall pay to Institute on demand the balance remaining due. Institute 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 Institute to recover the same from him in the manner prescribed above of this clause or in any other manner legally permissible and if it is found that the contractor was paid less than what was due to him under the contract in respect of any work executed by him under it, amount of such under payment shall be duly paid by Institute to the contractor.

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

Provided further no recovery of an over payment and no payment of any sum paid short shall be made where such over payment or under payment has remained undiscovered for a period of three years after the date of payment of the final bill.

### **23. WITHDRAWAL OF TENDER:**

Tender shall be valid for a minimum period of 90 days from the date of opening of tender. Should the tenderer modify or withdraw his tender within this period from the date of opening the tender, 50% of his earnest money will be forfeited.

### **24. MEASUREMENT:**

Where mode of measurement is not specified, the measurement shall be taken at site as per the latest I.S. code of practice at the time of tendering.

The contractor or his representative shall accompany Engineer-in-Charge or his representative, when required to do so provide facility and assist in taking the measurements and shall agree to the measurement recorded on the spot.

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 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 person who has been duly authorised by the Engineer-in-Charge to take measurements then he shall be bound by the measurements recorded by the Engineer-in-Charge or his representative.

### **25. SITE SUPERVISORY STAFF:**

The contractor shall engage and keep at each site qualified site Engineer/Engineers with necessary supporting supervisory staff of sufficient experience of all types of work covered by this contract and they should have all the necessary authority to receive materials from the Institute, issue valid receipts for the same, engage labour or purchase materials and proceeds with the work as required for the speedy execution of work. The contractor shall also employ a senior Resident Engineer for over all control of the work, who shall be empowered to take all decisions and represent the firm/tenderer in all the matters pertaining to the contract.

Contractor has to attend all the meetings at every 10 days and the progress monitoring Review committee meetings / any other meetings related to the project as per the schedule decided by the Institute either at site / Institute for Plasma Research or at Architects office as and when decided upon at his own cost. The Necessary documents / data including progress of work etc. may be submitted by the Contractor as an when asked. The meeting shall be attended by the authorized person of Contractor.

#### **26. REMOVAL OF WORKMEN AND SUPERVISORY STAFF:**

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

#### **27. LIST OF MACHINERY:**

The tenderer shall, with the tender submit a schedule of plant and machinery he possesses and he proposes to use at site in support of his assurance to adhere to the time schedule specified.

#### **28. TOOLS AND PLANTS:**

The contractor shall be responsible to arrange at his own cost all necessary tools and plants required for execution of the work. The tools, plant and equipment brought to the site shall not be removed from the site without the prior written approval of the Engineer-in-Charge. But on final completion of the work or the termination of the contract for the reasons other than default of the contractor, the contractor shall remove from site all his tools, plant and equipment (other than such as might have been provided by the Institute).

#### **29. STORES AND MATERIALS AT SITE:**

Stores and materials required for the works are to be deposited by the contractor only in places to be indicated by the Engineer-in-Charge. The Engineer-in-Charge shall have a right at any time to inspect and examine any stores and materials intended to be used in or on the works either on the site or at any factory or workshops or other places where such stores or materials are being constructed or manufactured or processed or any place from where they are being obtained and the contractor shall give such facilities as required to be given for such inspection and examination.

The Engineer-in-Charge shall be entitled to have tests made without any extra cost to the Institute at an approved laboratory for any stores and or materials supplied by the Contractor, who shall provide at his own expense all the facilities which the Engineer-in-Charge may require for this purpose.

Any stores and materials brought to site for use on the work shall not be removed off the site without prior written approval of the Engineer-in-Charge, but on final completion of the work, the contractor shall at his own expenses remove from the site all surplus stores and materials originally brought by him.

### **30. STORES TO BE SUPPLIED:**

Only those materials which are stated in Schedule B will be issued from Institute Stores at their respective issue rates.

i) The contractor shall submit a detailed schedule of the various materials required by him (from those mentioned in the Schedule 'B') at least one month prior to their actual requirement, to enable Institute to make necessary arrangement for procurement of the same.

ii) The contractor shall indent for those materials in advance in writing for every consignment to be lifted from the stores. It shall be the responsibility of the contractor to take delivery of these materials at the Institute's stores during the working hours, transport to site, handle and store them without damaging the same till incorporation in the work all at his own cost. All materials obtained from Institutes Stores or from other Work shall be got checked from the Engineer-in Charge or his representative on receipt of the same at site and before they are actually used.

iii) The contractor shall draw the materials mentioned in Schedule 'B' from time to time depending upon the requirement of the same at site of work. Return of materials, surplus to the requirements is prohibited. If, however, after the completion of the works surplus materials which are unused and perfectly in good condition and acceptable to the Institute are left with the contractor, he should return these surplus acceptable materials, to the Institute stores. For the materials thus returned, credit will be given by the Institute to the contractor at the issue rates stipulated in schedule 'B' minus storage charges of 2% (two percent) only.

iv) It shall be the contractor's responsibility to incorporate in the works included in the scope of the contract all the materials issued to him as per schedule 'B'. Any excess quantity of materials issued beyond their theoretical consumption including the permissible excess consumption to allow for wastage etc. will be charged for at double the respective issue rates stipulated in schedule 'B'.

v) Recoveries for the R.A. Bills for the cost of materials, issued under schedule 'B' will be made on the basis of actual consumption of these materials including wastage at site of work. However, full recoveries shall be affected when the concerned items of work are fully completed.

vi) The contractor should note that the difference in the quantity of materials actually issued to the contractor and theoretical quantity including its variations, if not returned by the contractor, shall be recovered at twice the issue rates including storage charges without prejudice to the provision to the relevant conditions regarding the return of materials. And in the event of being discovered that the quantity of materials used is less than the quantity ascertained herein before provided (allowing variations of minus side) cost of materials not so used shall be recovered from the contractor on the basis of stipulated issue rate including storage charges and cartage to site without prejudice to the right of the Engineer-in-Charge to reject such work or insist on him to redo the same without any extra cost.

#### **30.1 CEMENT:**

##### **30.1.1 Applicable when cement is supplied by the Institute for the work under Schedule "B": Deleted**

The contractor shall construct at his own cost a suitable godown at site of work for storing adequate supply of cement. The cement bags shall be stacked in the shed with pucca floor and weather proof walls and roof. The cement shall be stacked in row of two bags each not exceeding 10 bags in height. A clear walking space of at least 500 mm shall be left in between the two rows as also from the surface of sidewalls. Each godown shall be provided with a single door with two locks. The keys of one lock shall remain with the Engineer-in-Charge or his authorised representative and that of the other lock with the authorised agent of the contractor at the site of work, so that the cement is removed from the godown according to the daily requirement with the knowledge of both the parties.

After the completion of works, theoretical cement consumption based on the standard formula shall be worked out. Over this theoretical quantity of cement, percentage of variations as per the provisions contained under 42(ii) of General Conditions shall be permitted/allowed.

Cement in bags as received from the supplier will be issued from the Institute stores depending upon the availability type of cement. The contractor shall note that the issue of cement will be based on 20 bags making one M.T. and the same shall be followed for the recovery also. No claim for the extra payment will be entertained to cover the variation in weight of or due to errors of measurement by machinery if employed for the manufacture of the concrete.

The cement in bags as received from the supplier may have a shortfall in weight during the transit from the supplier to the Institute Stores due to handling and transportation which may reach to the extent of 2% to 5% by weight. The contractor is expected to take this into consideration while quoting the rate, beyond which adjustment in shortage of cement will be made, as per the procedure laid down. The Design Mix Concrete if mentioned on weigh batching, shall be based as per 50 Kg. batch weight of cement and the rate quoted by the contractor for the design mix concrete shall be deemed to include any short fall in the weight of cement bags supplied to the contractor. The shortage of cement in bags if any, will be established at Project Stores before taking delivery from time to time by weighing bulk consignment or by any suitable procedure to be mutually decided at site. After establishment the trial mix design as specified for the item of work, the yield of the concrete and the cement content (in Kgs. per Cu. M) in the said batch weight of the concrete shall be calculated. The theoretical cement consumption account (in design mix concrete) to be rendered by the contractor after completion of the work in terms of the number of bags issued by the Institute for the work shall be based taking into account the cement content in Kg/Cu. M. in the design mix along with the permissible wastage.

For all preliminary works connected with the main work mainly construction of water storage tank, site office, cement godown, platform for casting of precast jallies, shelves, fins etc., cement not more than .....(.....bags) only shall be issued by the Institute as per the issue rates stipulated in Schedule B appended to the tender. The bonafide requirement and its use for such preliminary works shall be certified by the Engineer-in-Charge. This issue of cement shall be accounted for in the cement consumption statement.

#### **30.1.2: Alternative condition for Condition no. 30.1.1 above:**

Applicable when cement has to be supplied by the Contractor for the work:

It is not envisaged to supply any cement by the Institute. The Contractor shall make his own arrangement for procurement of Grade-43/53, OPC /PPC Cement, conforming to relevant IS Codes, required for the entire work from the approved manufacturers/authorised dealers. Recommended brands/manufacturers of cement are (i) Ambuja (ii) L & T/Ultratech (iii) A.C.C.

The contractor shall furnish necessary test certificates for the cement proposed to be used on the work as per relevant specifications of Bureau of Indian Standards in approved testing laboratory in respect of soundness, crushing strength, fineness, initial and final setting time etc. The test certificate shall also include the date of manufacturing of each batch of cement. In addition to the above, the Institute reserves the right to carry out any/all tests of cement at random as per relevant specifications of Bureau of Indian Standards in any of the approved laboratory and the cost of testing and other incidental charges shall be borne by the contractor.

It shall be the responsibility of the contractor to procure and store sufficient quantity of cement for the work, from time to time (Minimum stock of cement shall not be less than of next two months requirement), so that the work can be carried out unhindered & completed as per the agreed time schedule.

The contractor shall submit to Engineer-in-Charge two copies of challans/paid vouchers along with its originals for the consignments of cement brought to site for enabling the Engineer-in-Charge to verify the quantum of cement received from time to time. Joint record of day to day transaction of cement shall be maintained at site in the prescribed proforma for all future references. The contractor shall ensure that cement brought to site is not remain unused for more than two months.

An account of cement procured and actually consumed on the work as compared to the theoretical requirement of cement (worked out as per the standard theoretical cement consumption statement enclosed in the Specifications book) shall be prepared from time to time. The theoretical quantity of cement shall be computed based on approved designs of mixes for concrete and/or on the basis of the standards approved. Variation in consumption shall be governed by the provisions of Clause 42 (ii) of General conditions.

The Contractor shall note that the quantity of cement required will be based on 20 bags of cement making one Metric Tonne and any variation in weight of bags shall be made good at their own cost and consumption of required quantity of cement in the work shall be ensured.

The Contractor shall further note that no reimbursement will be made for the cement used in excess of standard requirement inclusive of permissible variation. However, in case, it is discovered that the cement consumed is less than the theoretical requirement, the recovery will be made for the quantity falling short, at market price based on the paid voucher for the latest consignment procured by the contractor including cartage to the site. The decision of the Engineer-in-Charge in this regard shall be final and binding on the contractor.

Secured Advance for the cement procured by the contractor and brought on site for the bonafide use on the work, (limited to the two months requirement from the presentation of the bill) shall be permissible against furnishing of necessary Indenture Indemnity Bond and Insurance cover by the contractor, similar to the advances admissible for non-perishable materials under Clause 10(B) of the General Conditions of Contract and Clause 32 of Special Conditions of Contract.

In addition to the above, Clause No.10 and Clause No.42 of General conditions and Condition No.30.1.1 above in general shall also hold good in this regard to the extent these are applicable.

### **30.2 Reinforcement Steel:**

The contractor shall make his own arrangement for procurement of reinforcement bars and the same shall be TMT FE 415/500 having ISI marking confirming to IS 1786 as shown and specified in the drawings. Recommended manufacturers of steel are SAIL, Tata Iron & Steel Co, VIZAG. The Contractor shall submit the test certificate of manufacturer. Random test on steel supplied by the contractor may be

performed by the contractor at the approved lab in the presence of Institute Engineer as per relevant Indian Standards. All costs incidental to such test shall be on contractor's expense. Steel not conforming to above tests shall be rejected. However, joint account of steel consumed at site for the items of work carried out shall be maintained by the contractor for verification to ensure effective control on the quality of the work.

The theoretical quantity of all steel shall be taken as quantity required as per approved bar bending schedule or shop drawings duly authorised by the Engineer-in-Charge including its authorised laps, chairs, pins etc. Over this theoretical quantity a wastage as per clause 42 (ii) shall be allowed/permitted at the discretion of the Engineer-in-Charge if he is fully satisfied about its necessity and his decision will be final, conclusive and binding on the contractor. It shall be the responsibility of the contractor to submit details and prepare valid justifications for this excess consumption for approval of the Engineer-in-Charge.

### **30.3 Other Materials:**

#### **a) Materials requiring cutting and fitting in position:**

Materials like G.I. pipes, cables, wires, conduits, glass, lead, structural steel, aluminum sections, wood items etc., which require cutting to the required sizes of dimensions and then fitting in the works, will be issued to contractor if such stipulation is made in the Schedule B and at the rates mentioned therein. After the completion of work, the theoretical quantity of such materials (category-wise) shall be worked out on the basis of actual consumption in the works as measured and certified for payment. Over this theoretical consumption variation will be allowed upto 5% (five per cent plus/minus for works, the total cost of which as per the work order is not more than Rs. 50,000/-; upto 3% (three per cent) plus/minus for works, the total cost of which as per the work order is above Rs. 50,000/- but not more than Rs. 1 lakh and upto 2½% (two and half per cent) for works, the total cost of which as per work order is above Rs. 1 lakh.

In case the materials are to be issued to the contractors, free of cost, then the contractor shall return all the cut pieces, etc. to the Engineer-in-Charge's stores at his own cost, if required by the Engineer-in-Charge.

Excess consumption over and above the permissible limits as stated above will be recovered at twice the issue rate (if issue rate is mentioned) or double the actual Institute procurement rates for the respective materials including 2% storage charges in case of free supply.

#### **b) Materials other than those mentioned in para (a) above:**

All other materials such as sanitary wares, sanitary fittings and fastenings, door and/or window frames and/or shutters, hardware, electrical equipments, switches, electrical fittings and fastenings which do not require cutting, breaking etc. will be issued by the Institute wherever stipulated in Schedule B at the rates mentioned therein. Theoretical consumption for such materials (category-wise) will be worked out on the basis of actual consumption in the work as measured and certified for payment.

The excess consumption on the work to the extent of 5% (five per cent) will be permitted beyond their theoretical (actual) consumption on the work. The cost of such excess consumption upto 5% (five per cent) will be recovered at the actual Institute procurement rate for the respective materials plus 2% storage charges, in case the materials are issued free of cost or at the issue rates if such issue rates have been stipulated in Schedule B.

Any materials drawn over and above these permissible limits but not returned to Institute stores, will be recovered at the twice the actual Institute procurement rates including 2% storage charges, in case of materials to be issued free of cost or at twice the issue rates if such issue rates have been stipulated in schedule B. In case of items issued on Number basis the variation/wastage permissible as per percentage of materials consumed, be worked out by rounding off the actual quantity thus worked out to the nearest higher whole number.

**31. RETURN OF EMPTY CEMENT BAGS : DELETED**

**32. SECURED ADVANCE OF MATERIALS TO BE CONSUMED ON THE WORK:**

Secured advance, on materials to be incorporated in the work under this contract, to the extent of **90%** of the cost of materials (of imperishable nature, admissible as per rules) or an amount not exceeding **90%** of the cost of materials in the tendered rate of the finished item of work, whichever is lower, (Engineer-in-Charge's Certificate shall be final) will be admissible to the contractor against a security bond to be executed with the Department by the contractor, in the prescribed proforma vide Appendix C. The Government shall be safeguarded by the contractor against losses due to the execution of work getting postponed or to the shortage or misuse of materials and against the expense entailed for their proper watch and safe custody. Secured advance for timber, finished products of wood work, sand and lime shall not be allowed on any account.

**33. GOVERNMENT LABOUR ACT:**

The contractor has to follow strictly the Government labour Acts, which are and will be in force during the period of execution of work, all necessary arrangement for labourer's security, insurance will have to be made by the contractor at his own cost as per rules/ contractor's labour regulations, the contractor shall insure his labourers with Insurance Policy.

**34. DEDUCTION OF INCOME TAX:**

As per Section 194-C of Income tax Act 1961, as amended from, time to time the income tax and Surcharge thereon (or any other amended rate by Ministry of Finance from time to time), of the gross value of the work done will be recovered from the bills. A certificate for the amount so recovered will be issued by the Institute.

**35. BANK GUARANTEE BOND:** If on acceptance of tender the contractor desires to give a bank guarantee bond in lieu of security deposit stipulated in the tender, the contractor should note that the same shall be given by the scheduled bank in the form, given in appendix B on stamp paper of appropriate value for full amount of security deposit valid for the period of execution including defects liability period.

**36. 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.

### **37. SECURITY REGULATIONS:**

The contractors have to follow strictly the regulations of the Institute 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 contract to the work site shall have to declare at the security gate. Similarly no materials shall be taken out from the Institute 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 Institute personnel. The contractor's representative will have to escort the materials till the security check is over.

**No housing colony/labour colony will be permitted inside Institute campus. Any person/labour will not be allowed to stay inside the Institute campus. Contractor should follow all security regulations of the Institute and should submit police verification certificate of all labours / persons deployed at site well in advance.**

The contractors, suppliers, vendors, workers engaged in work/business will be issued with renewable entry permit to avoid unauthorised entry in the Institute premises/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 Institute and keep them informed well in advance.

The area where the proposed work is to be carried is a residential area under the control of Security authorities of Institute. Entry to the site of work shall be through the main gate of Institute. The contractor shall follow strictly the security regulations of the Institute at site of work regarding entry of personnel, materials 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 resident area at their sole discretion may permit. 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 main gate, the authorities in charge of the institute premises at their sole discretion may permit.

The contractor, his agents and representatives are required to be in possession of the individual identity/muster cards passes. The muster cards or passes are examined by the security staff at the time entry/exit inside the residential area and also at any time or number of times within the residential area.

The contractor will have to apply for entry/muster permits of likely number of labour to be engaged during the week for the workers and authorise their representatives to collect the entry permits for labour from the Institute Authority .

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

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

**NOTE:** In case of work sites other than IPR Campus, the security regulations of the Institute as applicable to the areas shall be complied with by the contractor and his workmen, in addition to the above as far as these are applicable.

**It will be the responsibility of the contractor for proper safety and security of their materials including materials & laborer's for which secured advances have been given by the Institute at his own cost.**

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 Institute on account of the observation of the Security regulations.

### **38. PROPER DRAWING AND INSTRUCTION:**

The Engineer-in-Charge shall have full powers and authority to supply to the contractor from time to time during progress of the work such further drawings and instructions as shall be necessary for the purpose of proper and adequate execution maintenance of the work and the contractor shall carry out the work and be bound by the same. One copy each of the drawings furnished to the contractor shall be kept by the contractor at the site and the same shall at all reasonable times be made available for inspection and use by the Engineer-in-Charge and any other person authorised by the Engineer-in-Charge.

### **39. WATCH AND WARD AND LIGHTING:**

The contractor shall in connection with the works provide and maintain at his own cost all lights, guards, fencing and watching when and where necessary or as required by the Engineer-in-Charge and duly constituted authority for the protection of the workers or for safety and convenience of the public or others. The contractor shall be responsible for all damages and accidents caused due to negligence in this regard. It will be the entire responsibility of the contractor to protect the work(s) carried out by them including the fittings, fixtures and other accessories provided by them till the entire work is satisfactorily handed over to the users.

### **40. INSTITUTE'S DRAWINGS, SPECIFICATIONS, PROTO-TYPE ETC.:**

All drawings, specifications, patterns, samples, models and proto-types furnished to the contractor by the Institute are intended to be complementary and to provide for and comprise everything necessary for the completion of work/supply and are the property of the Institute. These are not to be used for any work or purpose other than those for which these have been provided and shall be returned to the Institute immediately on completion of work/supply in good condition.

### **41. 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 Institute. 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 Institute, 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.

#### **42. (a) Patents and Patent Rights Indemnification:**

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

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

**43.** For any disputes / legal matters Jurisdiction shall be Ahmedabad / Gandhinagar.

**44.** Contractor should engage approved agencies by Engineer-in-charge for Water Proofing, Anti Termite Treatment & Electrical Work. For the approval the contractor should submit the complete details along with the credentials.

**45.** No housing colony/labour colony will be permitted inside Institute campus. Any person/labour will not be allowed to stay inside the Institute campus. **Contractor should follow all security regulations of the Institute and should submit police verification certificate of all labours / persons deployed at site well in advance.**

**46.** Contractor should erect a temporary fencing with MS framing of at least 6.0 ft height on Periphery of the proposed construction site to restrict the entry of laborers in the existing campus from start of the work o the completion of entire work and same shall be removed after completion of work. The coated prices should be inclusive of the cost of the same.

**47.** Institute may engage project Management consultant (PMC) for the supervision and other related activities pertaining to the project management and execution of work. The contractor has to carry out as per instruction of PMC in addition to EIC.

**48.** Contractor should take all necessary precautions for Safety ..

## **SECTION-4 - (ii) : SAFETY WITH SCAFFOLDINGS:**

### **INTRODUCTION:**

1. 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 operation.

2. 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:**

1.1 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.

1.2 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:**

2.1 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 center 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.

2.2 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.

2.3 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. 2.4 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:**

3.1 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.

3.2 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).

3.3 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.

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

3.5 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:**

4.1 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 cross braces or frame work as means of access to the working surface should not be permitted.

4.2 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. 4.2.1 No stairway or run of slope exceeding 2 in 3 should be used.

4.2.2 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:**

6.1 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 knock 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.

6.2 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.

6.3 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:**

7.1 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.

7.2 The inspections must be carried out by someone 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:**

9.1 Care should be taken to see that no uninsulated electric wire exists within 3M. of the working platform, stairway etc. of the scaffold.

9.2 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.

9.3 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.

9.4 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.

9.5 Scaffolds on thoroughfare should be provided with light.

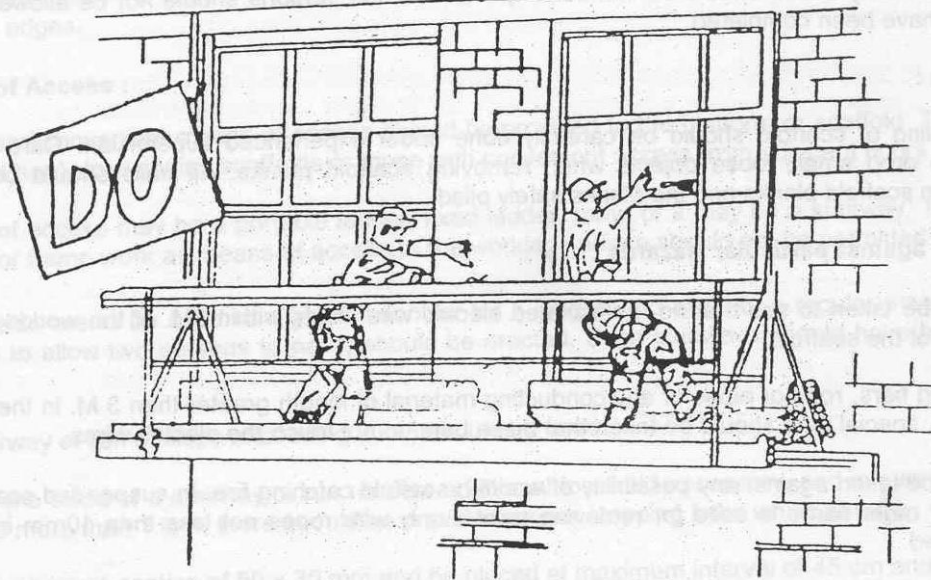
9.6 Access to cable tunnels, hydrants, etc. should remain free at all times.

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

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## • 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

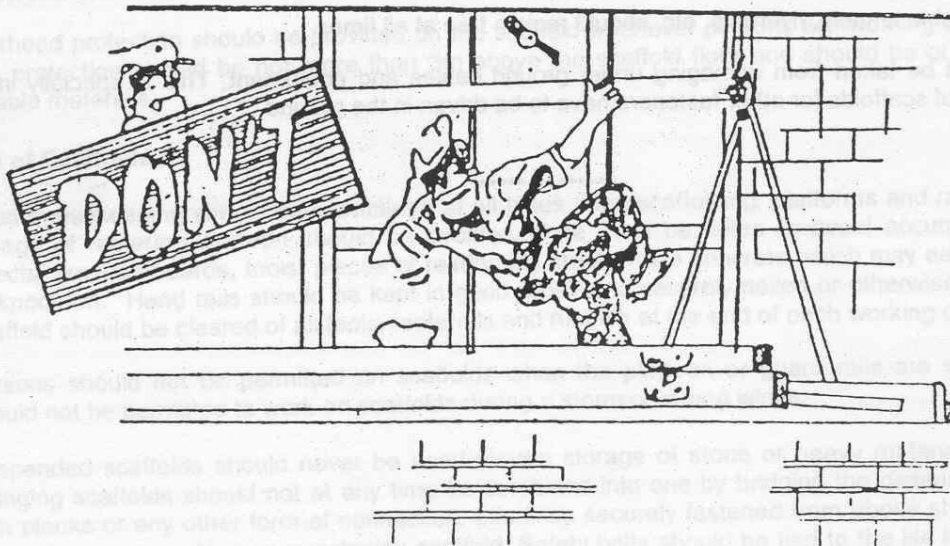
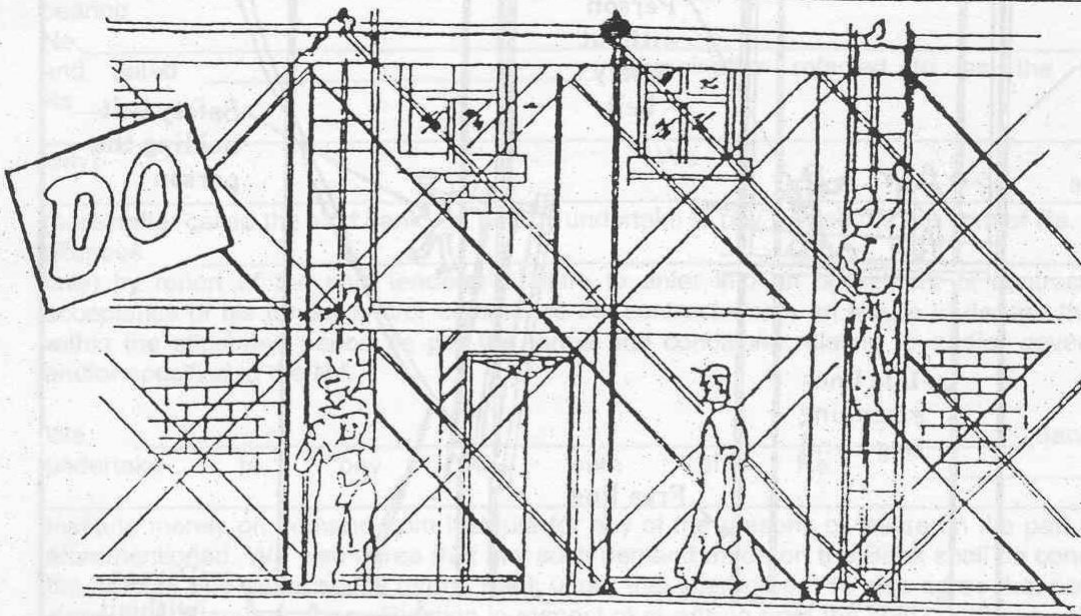


FIGURE — 1

FROM INDUSTRIAL SAFETY CHARTS-US DEPT. OF LABOUR.

• 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

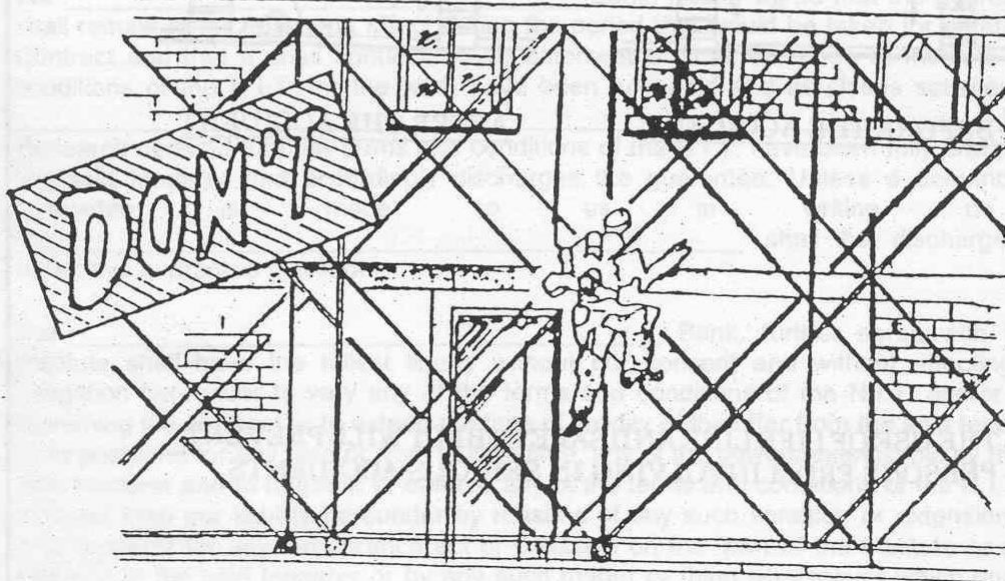
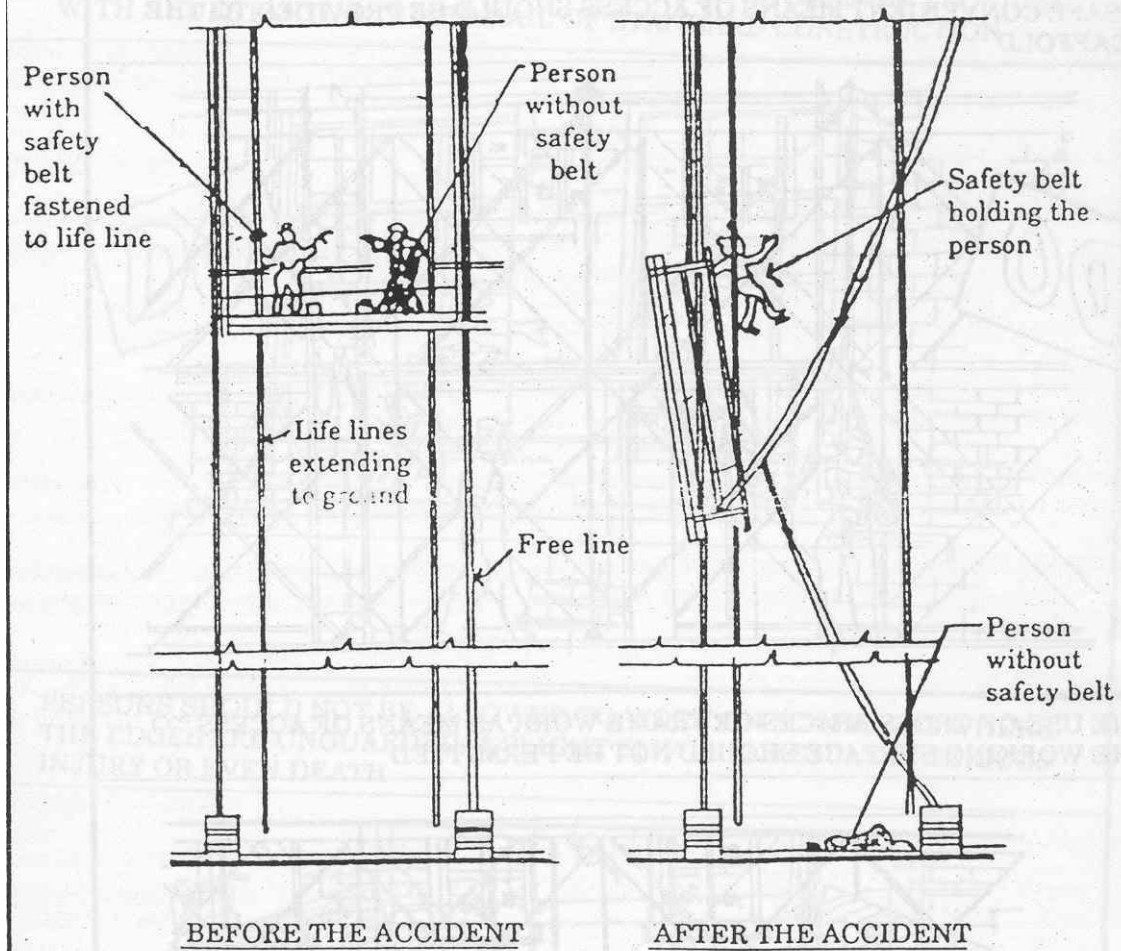


FIGURE — 2

FROM INDUSTRIAL SAFETY CHARTS-US DEPT. OF LABOUR.

## • LIFE LINE •



THE USE OF LIFE LINE AND SAFTEY BELT WILL PREVENT  
PERSON FORM INVOLVING IN SERIOUS ACCIDENT

## Section 5 - (i) Form of Performance Security (Guarantee)

### Bank Guarantee Bond

Inconsideration of the Director ,IPR (hereinafter called The Director ) having offered to accept the terms and conditions of the proposed agreement between **Institute For Plasma Research** and \_\_\_\_\_ (hereinafter called „the said Contractor(s)“) for the work \_\_\_\_\_ (hereinafter called „the said 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, \_\_\_\_\_ (hereinafter referred to as „the Bank“) hereby undertake (indicate the name of the Bank) to pay to the Institute/ Government an amount not exceeding Rs. \_\_\_\_\_ (Rupees only) on demand by the Government.

2. We, \_\_\_\_\_ do hereby undertake to pay the amounts due and payable

(indicate the name of the Bank)

under this guarantee without any demure, merely on a demand from the Institute /Government stating that the amount claimed as 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 the Institute / Government 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 thereunder and the Contractor(s) shall have no claim against us for making such payment.

4. We, \_\_\_\_\_ further agree that the guarantee herein contained shall (indicate the name of the Bank) 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 Institute / Government 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 Institute / Government certified 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 the Bank) further agree with the Institute / Government that the Institute / Government) shall have the fullest liberty without our consent and without affecting in any manner our obligation 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 Government 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 Government or any indulgence by the Government 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 Contractor(s).

7. We, \_\_\_\_\_ lastly undertake not to revoke this guarantee except (indicate the name of the Bank) with the previous consent of the Institute / Government in writing.

8. This guarantee shall be valid upto \_\_\_\_\_ unless extended on demand by the Institute / Government. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to As. \_\_\_\_\_ (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.

Dated the \_\_\_\_ day of \_\_\_\_\_ for \_\_\_\_\_ (indicate the name of the Bank)

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## **SECTION 5 - (ii) : INDENTURE FOR SECURED ADVANCE**

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

**Institute for Plasma Research**

**State : Gujarat Administration** : Institute for plasma research

THIS INDENTURE made the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_ BETWEEN (hereinafter called the Contractor which expression shall where the context so admits or implies be deemed to include his executors, administrators and assigns) of the one part and the Institute (hereinafter called the Institute which expression shall where the context so admits or implies be deemed to include his successors in office and assigns) of the other part.

WHEREAS by an agreement dated \_\_\_\_\_ (hereinafter called the said agreement) the contractor has agreed.

AND WHEREAS the contractor has applied to the Institute 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 labour and other charges).

AND WHEREAS the Institute 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 Institute has reserved to himself the option of making any further advances 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 Institute (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 Institute and declare as follows:

1. That the said sum of Rupees \_\_\_\_\_ so advanced by the Institute 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 Institute 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 Institute 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 Engineer-in charge of the said works, Institute (hereinafter called "the Engineer-in charge) 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 Engineer-in charge or any officer authorised by him. In the event of the materials or any part thereof being stolen, destroyed or damaged or becoming deteriorated in a greater degree that is due to reasonable use and wear thereof the contractor will forthwith replace the same with other materials of like quality or repair and make good the same as required by the Engineer-in charge.

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 Engineer-in charge or an officer authorised by Institute.

6. That the advance shall be repayable in full when or before contractor receives payment from the Institute 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 Institute will be at liberty to make a recovery from the contractor's bill for such payment by deduction there from 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 rates 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 Institute shall immediately on the happening of such default be repayable by the contractor to the Institute 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 Institute 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 convenient and agrees with the Institute 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 Institute 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 convenient for Payment and repayment herein before contained shall become enforceable and the money owing shall not be paid in accordance there with the Institute may at any time thereafter adopt all or any of the following courses as he may deemed best.

a) Seize and utilise 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 present 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 Institute 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 Institute 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 Acting Chief Administrative Officer / Head, Civil Maintenance Group/ Dean (R&D) / Director of the Institute, time being in force shall apply to any such reference.

IN WITNESS thereof the said \_\_\_\_\_and \_\_\_\_\_by the order under the direction of the Institute 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 Institute in the presence of:

Signature

Name

Address

Witness

## **SECTION - 5 - (iii) GUARANTEE BOND FOR WATERPROOFING WORKS**

(For Guarantee to be executed by contractors for removal of defects after completion of water-proofing works.)

This agreement made this \_\_\_\_\_ day of \_\_\_\_\_ two thousand and \_\_\_\_\_ between M/s. \_\_\_\_\_ (hereinafter called "the Guarantor of the one part) and the Institute for Plasma Research (hereinafter called "the Institute" of the other part.)

Whereas this agreement is supplementary to a contract (hereinafter called "the Contract) dated and made between the Guarantor of the one part and the Institute of the other part whereby the Contractor interalia 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 leak proof.

AND WHEREAS THE GUARANTOR agree to give a guarantee to effect that at the said structure will remain water and leak proof for ten years from the date of handing over of the building and/or actual date of completion of work as recorded whichever is later.

NOW THE GUARANTOR hereby guarantee that waterproofing treatment provided by him will render the structures completely leak proof and the minimum life of such waterproofing treatment shall be ten years to be reckoned from the date of handing over of the building and/or actual date of completion of the work as recorded whichever is later.

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 story 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 or any other reasons whatsoever;
- 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 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 Institute 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 there under then the Guarantor will indemnify the Principal and his successors against all loss, damage, cost expense or otherwise which may be incurred by the Institute 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 Institute 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 Institute for Plasma  
Research 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 INSTITUTE FOR PLASMA RESEARCH BY  
\_\_\_\_\_, in the presence of: 1. 2.

## SECTION-5 - (iv) - GUARANTEE BOND FOR ANTI-TERMITE TREATMENT

(For Guarantee to be executed by contractors for removal of defects after completion of anti-termite treatment works)

This agreement made this \_\_\_\_\_ day \_\_\_\_\_ of two thousand and \_\_\_\_\_ between M/s. \_\_\_\_\_ (hereinafter called "the Guarantor of the one part) and the Institute for Plasma Research (hereinafter called "the Institute" the other part.)

Whereas this agreement is supplementary to a contract (hereinafter called "the Contract) dated \_\_\_\_\_ and made between the Guarantor of the one part and the Institute of the other part whereby the Contractor interalia 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 from the date of handing over of the building and or completion date of contract whichever is later.

NOW THE GUARANTOR hereby guarantees that the anti-termite treatment provided by him will render the structure completely termite proof and the minimum life of such anti-termite treatment shall be ten years to be reckoned from the date of handing over of the building and/or completion of the building whichever is later.

Provided that the Guarantor will not responsible for damages caused due to structural defects or misuse 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 buildings 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 Institute 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 anti-termite treatment 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 Institute 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 Institute 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 Institute for Plasma Research 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 INSTITUTE FOR PLASMA RESEARCH BY  
\_\_\_\_\_in the  
presence of: \_\_\_\_\_ 1. 2.

## SECTION – 6 - (i) - Applicable Standards - Civil & Plumbing Works

### Applicable Standards for Civil & Plumbing Works

1	Conversion factors	IS:786
2	Method of measurement of building works	IS:1200
3	Code of practice for measurement of civil engineering works	IS:3385
4	Materials and workmanship for earthwork and excavation	IS:1200 (PART I)
5	Safety code for blasting and related drilling operations	IS:4081
6	Safety code for excavation work	IS:3764
7	Moisture content in sand for filling	IS:2720
8	Determination of moisture content	IS:2720 (PART II)
9	Determination of moisture content & dry density relation using light compaction	IS: 2720 ( PART VIII)
10	Determination of dry density of soils in-place by the sand replacement method	IS:2720(PART XXVIII)
11	Determination of dry density of soils in-place by the core cutter method	IS:2720 (PART XXIX)
12	Anti termite treatment	IS:6313(PART I TO III)
13	Construction water	IS:456
14	Methods of sampling and test (physical and chemical water used in industry )	IS:3025
15	Ordinary (33 grade)/low heat Portland cement	IS:269
16	Ordinary Portland cement (43 grade)	IS:8112
17	Ordinary Portland cement (53 grade)	IS:12269
18	White Portland cement	IS:8042-E
19	Portland pozzolana cement	IS:1489
20	Rapid hardening Portland cement	IS:8041, IS:269
21	Portland(blast furnace) slag cement	IS:455
22	Hydrophobic cement	IS:8043
23	High alumina cement	IS:6452
24	Super sulphated cement	IS:6909
25	Oil well cement	IS:8229E
26	Standard for testing of cement	IS:650
27	Methods of physical tests for hydraulic cement	IS:4031
28	Specification for standard sand for testing of cement	IS:650
29	Coarse and fine aggregates for concrete	IS:383, IS:515
30	Gradation of coarse aggregates	IS:383(TABLE II)
31	Gradation of fine aggregates	IS:383 (TABLE III)
32	All-in-aggregates	IS:383 (TABLE IV)
33	Method of tests for aggregates for concrete	IS:2386 (PART I TO VIII)
34	Methods of determination the maximum qty. of deleterious materials in aggregate	IS:2386 (PART II)
35	Limiting values of the maximum quantities of deleterious materials in aggregate	IS:383 (TABLE I)
36	Flakiness index of aggregates	IS:2396 (PART I), IS:5640
37	Moisture content test for aggregates	IS:2386 (PART III)
38	Specification for mild steel and medium tensile steel bars and hard drawn steel wire for concrete reinforcement.	IS:432 (PART I & II)

39	Specification for plain hard drawn steel wire fabric for cement concrete	IS:1566
40	Specification for cold twisted steel bars for concrete reinforcement	IS:1786
41	Specifications for hot rolled mild steel and medium tensile steel deformed bars	IS:1139, IS:1739
42	Code of practice for bending and fixing of bars for concrete reinforcement	IS:2502
43	Mild steel binding wire	IS:280
44	Code of practice for welding of mild steel bars used for RCC	IS:2751
45	Code of practice for plain and reinforced concrete	IS:456
46	Code of practice for general construction of plain and RCC for dams	IS:457
47	Testing of reinforced cement concrete	IS:516
48	Method of tests for strength of concrete	IS:516
49	Methods of sampling & analysis of concrete	IS:1199
50	Code of practice for concrete structures for storage of liquids	IS:3370 (PART I TO IV)
51	Code of practice for composite construction	IS:3935
52	Code of practice for construction of reinforced concrete shell roof	IS:2204
53	Criteria for the design of RCC shell structures and folded plates	IS:2210
54	Specification for batch type concrete mixers	IS:1791
55	Specification for portable swing weigh batchers for concrete	IS:2722
56	Specification for roller pan mixer	IS:2438
57	Specification for concrete vibrators immersion type	IS:2505
58	Specification for screed board concrete vibrators	IS:2506
59	Specification for concrete vibrating tables	IS:2514
60	Specification for pan vibrators	IS:3366
61	Specification for form vibrators for concrete	IS:4656
62	Code of practice for use of immersion vibrators for consolidated concrete	IS:3558
63	Air entraining agent	ASTM:6260
64	Criteria for design and construction of precast concrete trusses	IS:3201
65	Prestressed concrete	IS:1343
66	Specification for high tensile steel bars used in code of practice for pre-stressed concrete	IS:2090
67	Specification for plain hard drawn steel wire for pre-stressed concrete	IS:1785 (PART I)
68	Specification for plywood for concrete	
69	Shuttering work	IS:4990
70	Code of practice for steel tubular scaffolding	IS:4014 (PART I & II)
71	Specification for steel scaffolding	IS:2750
72	Safety code for scaffolds and ladders	IS:3696
73	Common burnt clay building bricks	IS:1077
74	Classification of burnt clay bricks	IS:3102
75	Burnt clay building bricks, heavy duty	IS:2180
76	Burnt clay facing bricks	IS:2691, IS:1077
77	Method of sampling and testing clay building bricks	IS:3495 (PART I - IV)
78	Mortar for brick work	IS:2250
79	Code of practice for brick work	IS:2221
80	Masonry works	IS:3466
81	Structural safety etc. Of building masonry walls	IS:1905
82	Load bearing hollow concrete blocks	IS:2185
83	Lime - cement - cinder hollow concrete blocks	IS:5498
84	Lime - cement - cinder solid blocks	IS:3115
85	Code of practice for construction of stone masonry	IS:1597 (PART I)

86	Stone tests	IS:1124
87	Code of practice for design and installation of joints in buildings	IS:3414
88	Joint sealing compound	IS:834
89	Pre-molded bituminous joint filler	IS:1838
90	Timber door, window and ventilator frames	IS:4021
91	Material & workmanship for wood work	IS:883, IS:4021
92	Wooden flush door shutters (solid core type)	IS:2202 (PART I)
93	Timber paneled and glazed shutters	IS:1003 (PART I & II)
94	Method of tests for wooden flush doors, type tests	IS:4020
95	Plywood & tests	IS:303
96	General tests for wood work	IS:1659
97	Red lead for wood knot	IS:103
98	Oil type wood preservative	IS:218
99	Particle board	IS:3087
100	Transparent sheet glass for glazing & framing purposes	IS:1761
101	Resin bonded fiber glass	IS:3144
102	Putty for glazing	IS:420
103	Steel door frames	IS:4351
104	Steel window	IS:1361
105	Steel doors	IS:1038
106	Steel ventilators	IS:1081
107	Rolling shutters	IS:6248
108	Primer for steel doors, windows & ventilators	IS:102
109	Aluminum alloy for door/window frames	IS DSGN. HEA-WP OF IS:733
110	Sections	IS:1948
111	Anodizing	BS:1616
112	Hydraulic lime & storage	IS:712
113	General tests for lime	IS:6932 (PART I TO X)
114	Field tests for lime	IS:1624
115	Lime mortar preparation	IS:1625
116	Slacked lime	IS:1639
117	Surkhi	IS:1344
118	Code of practice for application of lime plaster finish	IS:2394
119	Rough cast plaster	IS:1661(CLAUSE-165)
120	Specification for integral cement water proofing compounds	IS:2645
121	Water proofing asphalt/maxphalt	IS:702
122	Bitumen saturated layer	IS:1322
123	Bitumen felt	IS:1322
124	Bitumen	IS:702
125	Code of practice for laying and finishing of cement concrete flooring tiles	IS:1443
126	Material & workmanship for flooring	IS:1197, IS:1344
127	Code of practice for laying in situ terrazzo floor finish	IS:2114
128	Code of practice for laying in-situ cement concrete flooring	IS:2571
129	Mosaic tiles	IS:1237
130	Glazed earthenware tiles	IS:777
131	Marble chips & marble mosaic terrazzo	IS:2114
132	Plain cement tiles & tests	IS:1237
133	Marble mosaic tiles	IS:1237
134	Marble slab	IS:1130
135	PVC flooring tiles & sheets	IS:3461, IS:3462

136	Broken marble mosaic tiles	IS:1257
137	Oxy-chloride	IS:658
138	Magnesium chloride	IS:657
139	C.I. grid tiles	IS:210
140	Pigment for terrazzo flooring	IS:459
141	Rivets	IS:1148
142	Electrodes for welding	IS:814
143	Code of practice for use of electric arc welding for general construction in steel	IS:813
144	Tests for welding works	IS:1181
145	Welding works	IS:816
146	Bolts and nuts	IS:1367
147	Tests for bolts and nuts	IS:1608
148	Structural steel sections & tests	IS:226
149	Structural steel plates	IS:2062
150	Defects in structural steel	IS:229
151	Dimension & properties of steel section	IS:808
152	Structural steel work	IS:226, IS:4948
154	Expanded metal steel sheet	IS:412
155	Mild steel wire gauze jali	IS:280
156	Welding procedure & edge preparation	IS:823
157	Washers	IS:2016
158	Storage of welding wire & electrodes	IS:816
159	Primer to structural surface for bolts	IS:2074
160	Checkered plates	IS:3502
161	Code of practice for painting of ferrous metal in building and allied finishes	IS:1477 (PART I & II)
162	Distemper and dry colour	IS:427
163	Code of practice for painting concrete, masonry and plaster surfaces	IS:2395
164	Distemper and oil emulsion	IS:428
165	Enamel paints	IS:2933
170	Coat of zinc chromate	IS:104
171	French spirit polish	IS:348
172	GI sheets	IS:227
173	Ac sheets	IS:459
174	Ac sheet fixing	IS:730
175	Mangalore pattern tiles	IS:654
176	Fiber glass reinforced polyester	IS:4154
177	Galvanized steel for barbed wire	IS:278
178	Insulation of hot water pipes, tanks & heat exchanger	BS:476
179	GI pipes & MS tubes	IS:1239 (PART I)
180	Screw down bib cocks & stop cocks	IS:781
181	Vitreous sanitary fixtures(general)	IS:2556 (PART I)
182	Gun metal wheel, globe, check, gate & non return valves	IS:778
183	Wash basin	IS:2556 (PART IV), IS:771
184	European W.C.	IS:2556, IS:771
185	Solid plastic seat & cover	IS:2548
186	Orissa pan W.C.	IS:2556 (PART III)
187	Squatting pans & traps	IS:2556 (PART III)
188	Indian W.C. (wash down W.C.)	IS:2556 (PART II), IS:771
189	Urinals	IS:2556 (PART VI)
190	Half round channels	IS:2556 (PART VII)

191	Specific requirements of siphonic wash down W.C.	IS:2556 (PART VIII)
192	Ss sink/C.I./flushing tank brackets	IS:775
193	C.I. siphonic flushing cistern	IS:774
194	Lead pipes	IS:404 (PART I)
195	Sand cast pipes & fittings	IS:1729
196	C.I. spun soil pipes & fittings	IS:3939
197	Gully trap	IS:651
198	Glazed stone ware pipes & fittings	IS:651
199	Ac pipe	IS:1626,IS:1626 (PART I)
200	High pressure/crydon ball valve	IS:1703
201	C.I. sluice valve	IS:780
202	Capstan head	IS:1795
203	Malleable iron fittings	IS:1879 (PART I TO X)
204	C.I. pipes	IS:1536, IS:1537
205	Molten (pig)lead	IS:782
206	C.I. manhole frames & covers	IS:1726
207	Concrete pipes	IS:458
208	Threads for screwed pipes	IS:554
209	Lead jointing	IS:718
210	Carbon steel for pipes	IS:9161
211	Low level ceramic cistern	IS:774
212	Bowl pattern flat back urinals	IS:2556 (PART IV)
213	Showers	IS:2064
214	Heavy C.I. pipes	IS:1729
215	Concrete mix design	IS:10262
216	Code of practice for construction of floor and roof with joists and filler blocks	IS:6061 (PART I)
217	Code of practice for construction of light weight concrete block masonry	IS:6042
218	Specification for load bearing light weight concrete blocks	IS:3590
219	Code of practice for construction of hollow concrete block masonry	IS:2572
220	Specification for concrete masonry units (hollow and solid concrete blocks)	IS:2185 (PART I)
221	Chemical composition of ordinary Portland cement	IS:4032
222	Sulphate resistant cement	BS:4027 & ASTM C-150 TYPE II
223	Specifications for circular hollow sections	IS:1161
224	Properties of rectangular & square hollow sections	IS:4923
225	Cold formed welded & seamless carbon steel structural tubing	ASTMA 500
226	Cold but not formed welded & seamless carbon steel structural tubing	ASTMA 501
227	Hot formed welded & seamless high strength low alloy tubing	ASTMA 618
228	Hot rolled structural steel hollow section	BS:4848/

## SECTION - 6 - (ii) - Cement Consumption

Item	Ratio / Grade	Consumption
<b>A. CEMENT CONCRETE</b>		
BBCC	01:06:12	2.3 Bags/m3.
	01:05:10	2.6 Bags/m3.
	01:04:08	3.4 Bags/m3.
PCC	01:06:12	2.3 Bags/m3.
	01:05:10	2.6 Bags/m3.
	01:04:08	3.4 Bags/m3.
RCC		
	01:03:06	4.3 Bags/m3.
	01:02:04	6.4 Bags/m3.
	01:1.5:03	8 Bags/m3.
	01:01:02	12.2 Bags/m3.
	01:02:05	5.4 Bags/m3.
	01:2.5:05	5.1 Bags/m3.
<b>B. MORTARS</b>		
Cement and Sand mortar		
	01:01	20.4 Bags/m3.
	01:02	13.6 Bags/m3.
	01:03	10.2 Bags/m3.
	01:04	7.6 Bags/m3.
	01:05	6.2 Bags/m3.
	01:06	5 Bags/m3.
	01:08	4 Bags/m3.
Gauged mortar (Cement Lime and Sand mortar)		
	01:01:06	4.9 Bags/m3.
	01:01:08	3.8 Bags/m3.
	01:02:09	3.3 Bags/m3.
	01:05:10	2.95 Bags/m3.
	01:06:12	2.4 Bags/m3.
<b>C. MASONRY WORK</b>		
Brickwork in Cement sand mortar	<b>Modular ( 19 x 9 x 9 )</b>	
	01:03	2.55 Bags/m3.
	01:04	1.9 Bags/m3.
	01:05	1.56 Bags/m3.
	01:06	1.27 Bags/m3.
	01:08	0.95 Bags/m3.
Brickwork in Gauge Mortar		
	01:01:06	1.21 Bags/m3.
	01:01:08	0.96 Bags/m3.
	01:02:09	0.81 Bags/m3.
Stone masonry, Uncoursed Random Rubble walling	<b>Conventional ( 23 x 11 x 7 )</b>	
	01:03	2.95 Bags/m3.
	01:04	2.29 Bags/m3.
	01:06	1.51 Bags/m3.
	01:08	1.18 Bags/m3.

Item	Ratio/Grade	Consumption
Stone masonry in Gauged Mortar	01:01:06	1.48 Bags/m <sup>3</sup> .
	01:01:08	1.14 Bags/m <sup>3</sup> .
	01:02:09	0.99 Bags/m <sup>3</sup> .
<b>D. PLASTERING</b>		
12 mm. thick plaster in Cement mortar, on Brick masonry	01:02	0.24 Bags/m <sup>2</sup> .
	01:03	0.17 Bags/m <sup>2</sup> .
	01:04	0.14 Bags/m <sup>2</sup> .
	01:05	0.1 Bags/m <sup>2</sup> .
	01:06	0.09 Bags/m <sup>2</sup> .
12 mm. thick plaster in Gauged mortar, on Brick masonry	01:01:08	0.07 Bags/m <sup>2</sup> .
	01:02:09	0.06 Bags/m <sup>2</sup> .
12 mm. thick plaster in Cement mortar, on Stone masonry	01:02	0.31 Bags/m <sup>2</sup> .
	01:03	0.22 Bags/m <sup>2</sup> .
	01:04	0.17 Bags/m <sup>2</sup> .
	01:06	0.11 Bags/m <sup>2</sup> .
12 mm. thick plaster in Gauged mortar, on Stone masonry	01:01:08	0.08 Bags/m <sup>2</sup> .
	01:02:09	0.07 Bags/m <sup>2</sup> .
20 mm. thick plaster in Cement mortar, on Brick masonry	01:02	0.34 Bags/m <sup>2</sup> .
	01:03	0.24 Bags/m <sup>2</sup> .
	01:04	0.19 Bags/m <sup>2</sup> .
	01:05	0.13 Bags/m <sup>2</sup> .
	01:06	0.12 Bags/m <sup>2</sup> .
20 mm. thick plaster in Gauged mortar, on Brick masonry	01:01:08	0.1 Bags/m <sup>2</sup> .
	01:02:09	0.08 Bags/m <sup>2</sup> .
20 mm. thick plaster in Cement mortar, on Stone masonry	01:02	0.41 Bags/m <sup>2</sup> .
	01:03	0.29 Bags/m <sup>2</sup> .
	01:04	0.22 Bags/m <sup>2</sup> .
	01:06	0.14 Bags/m <sup>2</sup> .
20 mm. thick plaster in Gauged mortar, on Stone masonry	01:01:08	0.11 Bags/m <sup>2</sup> .
	01:02:09	0.09 Bags/m <sup>2</sup> .
20 mm. thick Sand Face plaster		0.2 Bags/m <sup>2</sup> .
12 mm. thick Water Proof plaster in 1:4 Cement mortar		0.15 Bags/m <sup>2</sup> .
Neat Cement finishing		0.044 Bags/m <sup>2</sup> .
<b>E. POINTING</b>		
Flush, Grooved or Struck in Cement Brick masonry	01:01	0.06 Bags/m <sup>2</sup> .
	01:02	0.05 Bags/m <sup>2</sup> .
	01:03	0.03 Bags/m <sup>2</sup> .
	01:04	0.028 Bags/m <sup>2</sup> .
Flush, Grooved or Struck in Cement Random Stone masonry	01:02	0.01 Bags/m <sup>2</sup> .
	01:03	0.08 Bags/m <sup>2</sup> .
	01:04	0.06 Bags/m <sup>2</sup> .

Item	Ratio/ Grade	Consumption
<b>F. FLOORING</b>		
Precast Mosaic Tiles in cement mortar		0.2 Bags/m².
Precast Mosaic Tiles dado in cement mortar		0.23 Bags/m².
Green and Brown Kotah Stone in flooring, skirting & dado		0.3 Bags/m².
Green Kotah Stone in Risers and Treads		0.3 Bags/m².
Double Polished Kotah Stone		0.3 Bags/m².
Rough Kotah Stone		0.3 Bags/m².
Glazed Tiles		0.2 Bags/m².
Spartek Tiles		0.2 Bags/m².
China mosaic		0.22 Bags/m².
Marble Slab		0.25 Bags/m².
Granite Slab		0.25 Bags/m².
Jesalmer		0.25 Bags/m².
Red Mandana		0.35 Bags/m².
I.P.S,	40 mm. thick	0.35 Bags/m².
	50 mm. thick	0.4 Bags/m².
Pinkish White Dholpur		0.15 Bags/m².
Red Dholpur		0.15 Bags/m².
Brick-on-edge		0.31 Bags/m².
Terrazzo		0.17 Bags/m².
<b>G. STEEL WORK</b>		
Fixing Windows in C.C Blocks 15 x 10 x 10 cm. in C.C	01:03:06	0.03 Bags/m².
Fixing Holdfasts in C.C Blocks		
15 x 15 x 30 cm. in C.C	01:03:06	3.3 Bags/100 nos.
23 x 25 x 30 cm. in C.C	01:03:06	7.76 Bags/100 nos.
30 x 30 x 45 cm. in C.C	01:03:06	19.8 Bags/100 nos.
<b>H. MISCELLANEOUS</b>		
Filling Zaris with		
C.M.	01:03	5 Bags/100 nos.
C.C	01:02:04	3.2 Bags/100 nos.
BBCC 1:5:10 Blocks, 30 x 30 x 50 cm. for Wire fencing		5.1 Bags/100 nos.
C.C Blocks for Flooring, 30 x 30 x 30 cm.	01:04:08	5 Bags/100 m².
<b>I. ROADWORK</b>		
Precast Curbs of P.C.C	01:02:04	21.5 Bags/100 m.
<b>J. SANITARY WORK</b>		
R.C.C Hume pipes jointed with Cement mortar 1:1		
	600 mm. dia.	6.4 Bags/100 m.
	450 mm. dia.	4.8 Bags/100 m.
	300 mm. dia.	2.2 Bags/100 m.
	230 mm. dia.	1.8 Bags/100 m.
	150 mm. dia.	1.2 Bags/100 m.
	100 mm. dia.	1 Bags/100 m.
SW pipes jointed with Cement mortar 1:1		
	300 mm. dia.	12.94 Bags/100 m.
	230 mm. dia.	9.74 Bags/100 m.
	150 mm. dia.	6.56 Bags/100 m.

Item	Ratio/ Grade	Consumption
	100 mm. dia.	4.34 Bags/100 m.
C.I Waste water line, concealed including filling the zari with	75 mm. dia.	8.6 Bags/100 m.
Cement mortar 1:4 and joints in Cement mortar 1:1	100 mm. dia.	10.88 Bags/100 m.
C.I Soil pipe/Rain water pipe, concealed, including filling the	100 mm. dia.	10.88 Bags/100 m.
zari with C.M. 1:4 and joints in Cement mortar 1:1	150 mm. dia.	14.66 Bags/100 m.
Fixing European type WC		0.1 Bag/no.
Fixing Orissa pan		
Fixing Urinal/s.		0.2 Bag/no.
Fixing Wash Hand Basin		0.03 Bag/no.
Fixing S.S Sink		0.05 Bag/no.
Brick Masonry Chambern 300 x 300 x 610 mm.		1.7 Bag/no.
Half Round Channel 100 mm.		15.86 Bags/100 m.
Fixing 100 mm. dia. SW Gully Trap		0.5 Bag/no.
<b>K. STORM WATER DRAINAGE &amp; CULVERTS</b>		
R.C.C. pipe NP - 2		
	230 mm. dia.	1.8 Bags/100 m.
	300 mm. dia.	2.4 Bags/100 m.
	450 mm. dia.	5.4 Bags/100 m.
	900 mm. dia.	9.8 Bags/100 m.
Storm water Gully Chamber		6 Bag/no.

## SECTION – 6 - (iii) - List of Approved Makes

### A - Civil works:

1)	(a) Ordinary Portland cement (b) Portland Pozzolana cement	Ultratech, Siddhi, Binani Ambuja, Ultratech, Birla
2)	White Cement	Birla, J.K.
3)	TMT - Fe-415 / Fe-500 Ribbed bars	Tata, SAIL., RINL.
4)	Structural Rolled Steel sections-beams, channels, tee, flats, angles, bars (round, square, hexagonal)	Tata, SAIL, RINL, Jindal
5)	Structural Hollow steel sections (Square & Rectangular)	Tata, Asian
6)	Structural tubular sections	Tata, Asian
7)	Coarse Aggregates (machine cut) Vadagam 6mm to 40mm sizes	Approved quarry from Sevalia, (Hard black trap stone)
8)	Stone Rubbles & Gravels	Approved quarry from Sevalia, Vadagam (Hard black trap stone)
9)	Paver block	Vyara, Super, Alcock.
10)	Shuttering plywood	Kitply, Anchor, Green, Pragati
11)	BWP plywood as per - IS - 710	Green, Archid, Duro, Century.
12)	Commercial Plywood - IS - 303 (BWR/MR)	Green, Archid, Duro, Century.
13)	Decorative ply (Veneer)	Green, Durian, Century, Archid.
14)	MDF	Nuwood, Maftalal, Duratuff
15)	Prelam particle board	Novapan, Bhutan.(exterior grade only)
16)	Laminate sheet	Formica, Greenlam, Alfa-ica, Decolam, Neoluxe.
17)	Cement bonded particle board	NCL (Bison board), Everest (Eternite )

18)	Calcium silicate board	Gypsum India ,Hilux
19)	Flush door – decorative / non decorative	Anchor, KIT, Green.
20)	Compact sheet	Alfica, Sundek, Vir, Bloom.
21)	Locks	Godrej, Dorset, Yale, EPPW, Steel Door Lock
22)	Float Glass / Mirror	Modi guard, Saint gobain, Ashahi
23)	MS Rolling shutter	Sarvottam, Suryoday, Gandhi.
24)	Precast terrazzo tiles & skirting( Mosaic)	Royal ,Alcock, Vyara, Nitco,.
25)	Glazed tiles	Johnson, Somani, Kajaria.
26)	Ceramic tiles	Johnson,Somani,Nitco,Orient.
27)	Vitrified clay tiles	Johnson, Euro, Asian, Restile, Nitco.
28)	Construction chemicals	M.C. Bauchemie,Fosroc Sika ,Cico, Pidilite, Sika, Ashford, BAL, Krishna con chem.
29)	Joint Filler / silicon paint	Wacker, Dowcorning,Sika, Chokshi
30)	Pre-coated steel roofing/ walling sheets 550 Mpa	Tata bluescope Interarch, Nippon Dendro (poly steel) Meta color.
31)	Paint, primer, putty	Asian, Berger, ICI, Birla (putty), Roofit(Putty)
32)	Polish	MRF, Asian, ICI, Taralac
33)	Waterstop	Arti Polymer ,Fixopan
34)	Door Window & Furniture Hardware	Kitch, EPPW, Dunex, Dorma, Ebco, Palladium
35)	Adhesives	Fevicol, Kitcol, Araldite, BAL.
36)	Anchor fastenr / bolts	Hilti. Fischer
37)	Linseed oil	Saffola
38)	Floor spring	Everite, Hemco, Godrej, Hyper
39)	Door closer	Godrej, Dorma, Efficient Gadget, Yale, Everite.
40)	Aluminum sections	Jindal, Hindalco, Indal.

41)	Aluminum finish	25 micron color anodized /50micron pure polyester powder coating - Contractor shall provide the micron thickness measuring equipment at site through out the work during progress for checking the anodizing/powder coating thickness. Visibly should looks uniform as per standards.
42)	Window locks cum handle	Kitch, EPPW, Dunex, Dorma, Ebco, Palladium
43)	Filler rubber of glass panel	EPDM quality only
44)	Wool felt/weather strip	Shall be imported of Italy make
45)	Aluminum door window hard ware & Aluminium anodized fittings.	Dill.
46)	False ceiling	M/s. Hunter Douglas India Pvt. Ltd.
47)	Insulation	M/s Bakelite Hylum,

### **B - Plumbing works:**

1)	Sanitary wares	1) CERA / HINDUSTAN
2)	CP Fixtures AND ACCESSORIES	1) JAQUAR - CONTINENTAL
3)	Half-turn flush-cock	1) PRINCE heavy quality 2) CROWN Heavy quality
4)	Flush-Valve	1) Jaquar / CROWN
5)	GI Pipes	1) TATA, Class C, Class B
6)	GI fittings & Specials	1) R BRAND 2) DRP
7)	Valve with gun metal construction	1) Zoloto 2) L & T audco isi marked 3) LeaDer isi marked
8)	Plastic control valve	1) DPP 2) PRINCE 3) Prayg

9)	CI Pipes & fittings	1) NECO 2) BIC
10)	uPVC Pipes & fittings	1) Supreme 2) FINOLEX 3) Prince
11)	Stoneware Pipes & fittings	1) Girish or best quality as approved by the architect or eic
12)	SS Sink	1) Nirali
13)	PVC Seats	1) COMMANDER ISI make Piper 2) HINDWARE MAKE 3) CERA
14)	CI Manhole cover, frame and grating	1) NECO 2) BIC
15)	Float/Equilibrium Valves with Copper Floats	1) HAWA 2) Glenfield
16)	Polyethylene composite pressure pipe	1) KITEC
17)	Copper pipe	1) IBP-NECO 2) Rajco
18)	Pressure tank (Bladder type)	1) WELLMATE
19)	HDPE pipe and fittings	1) Hasti - PIL 2) DUTRON, WAVIN
20)	RCC Hume pipe and fittings	1) Patel Hume pipes 2) ALCOCK 3) INDIAN HUME PIPE
21)	PVC water tank	1) SINTEX

**NOTE:**

- (i) All materials shall conform to the relevant standards or Code of Bureau of Indian standards and shall have ISI mark validated for the period of installation and take over. They shall also fulfil all hydraulic tests at site and shall be free from all noticeable deficiencies during the guarantee period as well.
- (ii) All the Materials/Makes listed above and other than as specified above shall be used after obtaining prior approval from the Architect / Engineer-in-charge.

## **SECTION - 6 (iv) - Material Specifications**

### **A – False ceiling Material**

All the material including metallic ceiling, grid work, suspension system etc; should be of M/s. Hunter Douglas India Pvt. Ltd. as per Bill of Quantity and as approved by Engineer-in-charge. Samples of all the material should be procured and got approved from Engineer-In-Charge before placing the order.

Phenotherm with Kraft paper facing on both sides with 32 Kg/sqm density for insulation should be from M/s Bakelite Hylum. It should be fixed using proper adhesive or hardware fittings as approved by Engineer-in-charge. Samples of all the material should be procured and got approved from Engineer-In-Charge before placing the order.

## SECTION - 6 - (v) Detailed Specifications - Civil Works

### METAL FALSE CEILING SYSTEM AND THERMAL INSULATION

- 01 Providing and fixing combination of Luxalon 75C & 150C unperforated aluminum panel ceiling manufactured by M/s. Hunter Douglas India Pvt. Ltd. of consisting of panel 75mm and 150mm wide x 15.50mm deep and of 0.50mm thick TCT (Total Coating Thickness) with bevel edge, panel length up to 6m, coil coated on a continuous paint line, double baked and roll formed from enameled corrosion resistance aluminum alloy HD 5050 for higher strength and good roll forming characteristics. The panels abet each other with a narrow V groove. Panel colour shall be of metallic finish of approved shade. Panel shall be clipped to a baked enameled panel carrier of 32mm wide x 39mm deep and 0.95mm thick in standard length of 5m made of doubled baked enameled aluminum alloy HD 5050 black in colour with cut outs to hold the panels in a module of 150mm at a distance of 1.2m c/c. Panel carrier shall be suspended by means of GI suspension rod 4mm diameter which is connected to GI hook fixed in ceiling and a galvanized suspension spring clip at a distance of 1.00m c/c or to be fixed with required size SS screws / fastners and washer directly with RCC structure. Luxalon 30B profile of size 30mm wide x 15mm deep with square edge of 0.35mm thick aluminum of approved colour or same colour as of panels shall be used as edge angle / wall angle. Panel splices made out of black enameled aluminum shall be used to join two panels. Carrier splice made out of black enameled aluminum 0.95mm thick. All the material including ceiling panel, carrier, wall angles, suspension system etc should be of approved manufacturer's specifications "M/s. Hunter Douglas India Pvt. Ltd."

**PAINT FINISH:** Aluminum panels shall be chromatised for maximum bond between metal and paint, enameled twice under high temperature, one side with a full primer and finish coat the other side (inner side) with a primer coating and skin coat on a continuous paint line. Coating thickness 12-15 microns. The work includes providing necessary openings and additional framework required for light and AC fittings including provision for upturn as pelmet at ends along walls for return air in the false ceiling complete all as per the manufacturers specifications at all heights.

**Materials :**

**Manufacturing and Product:** M/s Hunter Douglas India Private Ltd.

**Product:** Luxalon 75C & 150 C linear aluminum false ceiling.

**Colour:** As specified or as approved by Engineer-in-charge

**Material description:** All components shall be made of aluminum and manufactured by M/s Hunter Douglas India Private Ltd.

**Luxalon 75C and 150C metal ceiling:** The Ceiling Aluminum panel 75mm and 150mm wide x 15.50mm deep and of 0.50mm thick TCT (Total Coating Thickness) with bevel edge, panel length up to 6m, coil coated on a continuous paint line, double baked and roll formed from enameled corrosion resistance aluminum alloy HD 5050 for higher strength and good roll forming characteristics. Panels shall be chromatised for maximum bond between metal and paint, enameled twice under high temperature, one side with a full primer and finish coat the other side (inner side) with a primer coating and skin coat on a continuous paint line. shall be

cut to fit trimming channels or special fittings to give a neat appearance and allowance shall be made for all cuttings to receive services and other terminal components in the ceiling plan.

**CARRIER:** The carrier on which the panels shall be clipped on to will be of 32mm wide x 39mm deep and 0.95mm thick in standard length of 5m made of doubled baked enameled aluminum alloy HD 5050 black in colour with cut outs to hold the panels in a module of 150mm at a distance of 1.2m c/c. When two or more carriers are to be joined, they shall be joined together by means of splices, which will clip on to holes provided for the same

**WALL TRIM :** Luxalon 30B profile of size 30mm wide x 15mm deep with square edge of 0.35mm thick aluminum of approved colour or same colour as of panels shall be used as edge angle / wall angle and length of 5mtr

**ROD HANGER :** The rod hanger of suitable length shall be made of 4mm dia. Galvanized steel (zinc coating 120 gms/sqm.) at a distance of 1.00m c/c or to be fixed with required size SS screws / fasteners and washer directly with RCC structure.

**SUSPENSION CLIP :** The adjustment suspension clip shall be made of galvanized spring steel V shaped with two holes to accommodate the rod hanger or to be fixed with required size SS screws / fasteners and washer directly with RCC structure.

**ANCHOR FASTNERS :** The single piece sleeve anchor with assembled hanger taper bolt and nut which has smaller driller dia. anchor fastener shall be of arrow make or equivalent with thread size 5mm.

**SUSPENSION SYSTEM :** The carriers would be suspension from the roof by 4mm dia galvanized ( Zinc coating 120gms/sqm . ) steel wire rod hangers with height adjustment springs out of galvanized spring steel . hangers shall be fixed to roof by 'J' hooks and Anchor fasteners or to be fixed with required size SS screws / fasteners and washer directly with RCC structure.

The suspending wires shall be 4mm thk. GI annealed wires fixed to the ceiling using necessary screws drilled into the ceiling and fixed using plastic grips. The wire should be of sufficient length and shall be taken through the holes in the GI frame work. Panel shall be clipped to a baked enameled panel carrier of 32mm wide x 39mm deep and 0.95mm thick in standard length of 5m made of doubled baked enameled aluminum alloy HD 5050 black in colour

**WORKMANSHIP :** The ceiling shall be erected in continuous sequence. Span would not exceed those recommended by M/s Hunter Douglas India Private Ltd. All work in this section shall be performed in an efficient manner by installing agency approved by the manufacturer and as manufacturer's recommended procedures.

**FIRE RESISTANCE:** The false ceiling including the paint shall be fire resistant as per DIN 4102, class A2. It should also be classified as P-NOT EASILY IGNITABLE – AS PER BS 476., part 6 and should have a fire propagation classification of class as per BS 476, part 6.

**MODE OF MEASUREMENTS AND PAYMENT :** The rate shall include the cost of all materials, labour, scaffolding, protective measures etc. required for the above specified operation, at all floors, at any height, in any position. This shall also include conveyance, delivery, handling, unloading, storing work etc.

The rate shall be for a unit of one m<sup>2</sup>.

- 02 Providing and laying 25mm thick Phenotherm with Kraft paper facing on both sides with 32 Kg/sqm density (M/s Bakelite Hylum) , between RCC slab and metallic false ceiling to be fixed necessary hardware, chemical and fittings as instructed and directed by engineer-in-charge.**

**MATERIALS :** Phenotherm with Kraft paper facing on both sides with 32 Kg/sqm density for insulation should be from M/s Bakelite Hylum. It should be fixed using proper adhesive or hardware fittings as approved by Engineer-in-charge. Samples of all the material should be procured and got approved from Engineer-In-Charge before placing the order.

**WORKMANSHIP :** It should be laid between RCC slab and false ceiling by suitable adhesive or hardware fittings as approved by Engineer in charge.

**MODE OF MEASUREMENTS AND PAYMENT :** The rate shall include the cost of all materials, labour, scaffolding, protective measures etc. required for the above specified operation, at all floors, at any height, in any position. This shall also include conveyance, delivery, handling, unloading, storing work etc.

The rate shall be for a unit of one m<sup>2</sup>.

SECTION - 8 - SCHEDULE OF CONSTRUCTION WORK

Sr. No.	Item Description	1				2				3				4				Remarks
		1-W	2-W	3-W	4-W	5-W	6-W	7-W	8-W	9-W	10-W	11-W	12-W	13-W	14-W	15-W	16-W	
1	Metallic flase with Insulation and light fixtures removing and refixing																	
a	Material approval and procurement																	
b	Room No 1 to 9																	
c	Room No 10 to 18																	
d	Room No 19 to 27																	
e	Room No 28 to 35 and miscellaneous work																	
2	Final finishing, cleaning etc;																	

Above schedule is tentative depending upon availability of Rooms