



क.रा.बी.नि  
E.S.I.C

தொழிலாளர் அரசு காப்பீட்டுக் கழகம்  
(தொழிலாளர் மற்றும் வேலை வாய்ப்பு  
அமைச்சகம், இந்திய அரசு)  
कर्मचारी राज्य बीमा निगम

(श्रम एवं रोजगार मंत्रालय, भारत सरकार)  
EMPLOYEES' STATE INSURANCE CORPORATION  
(Ministry of Labour & Employment, Govt. of India)



सत्यमेव जयते

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### NOTICE INVITING TENDER (NIT)

Certified that NIT contains **1 to 99 pages** with up-to-date correction slips.

Notice Inviting e-Tender No.	<b>14 /EE/PMD/ESIC/TN/ARM - C13/2026-2027</b>
Name of Work	Annual Repair and Maintenance[Civil] works to the ESIC Hospital, SRO building and Staff quarters at Tirunelveli, ESIC/ESIS campuses at Kovilpatti, Thoothukudi and VK Puram under Tirunelveli Region for the period of one year.
Estimated Cost	<b>₹ 63,26,612/-</b>
Earnest Money Deposit (EMD)	<b>₹ 1,26,532/-</b>
Security Deposit	<b>2.5% of the Tendered Value</b>
Time Allowed	<b>12 Months</b>
Date of Start of Bid Submission	<b>28.05.2026 at 03.00 PM</b>
Date of Pre Bid Meeting	<b>05.06.2026 at 03.00 PM</b>
Last Date & Time for Submission of Bids	<b>18.06.2026 at 03.00 PM</b>
Date & Time of Opening of Technical Bids	<b>19.06.2026 at 03.00 PM</b>
Date & Time of Opening of Financial Bids	Will be intimated to technically qualified Bidders through CPPP.

Executive Engineer (Civil)  
ESIC-RO-CHENNAI

Regional Director  
ESIC-RO-CHENNAI

NOTICE INVITING e-TENDER

NIT No: **14 /EE/PMD/ESIC/TN/ARM - C13/2026-2027**

**Name of Work:** Annual Repair and Maintenance[Civil] works to the ESIC Hospital, SRO building and Staff quarters at Tirunelveli, ESIC/ESIS campuses at Kovilpatti, Thoothukudi and VK Puram under Tirunelveli Region for the period of one year.

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**Certified that NIT contains 1 to 99 pages with up-to-date correction slips (excluding GCC).**

NIT No: **14 /EE/PMD/ESIC/TN/ARM - C13/2026-2027** is approved for ₹ **63,26,612/-**

**Executive Engineer (Civil)  
ESIC-RO-CHENNAI**

**Regional Director  
ESIC-RO-CHENNAI**

**INFORMATION AND INSTRUCTIONS FOR BIDDERS FOR E-TENDERING FORMING PART OF BID DOCUMENT AND TO BE POSTED ON WEBSITE:**

The **Regional Director, ESIC-RO-CHENNAI** on behalf of Director General, ESIC invites online **Percentage rate** composite bids in two bid system through e-tendering mode from enlisted and eligible contractor/firm of CPWD/State PWD/ MES/Railways/BSNL or the departments of state government dealing with Buildings and Roads with appropriate class and category undertakings for the following work:.

<b>NIT No.</b>	<b>14 /EE/PMD/ESIC/TN/ARM - C13/2026-2027</b>
<b>Name of Work &amp; Location</b>	Annual Repair and Maintenance[Civil] works to the ESIC Hospital, SRO building and Staff quarters at Tirunelveli, ESIC/ESIS campuses at Kovilpatti, Thoothukudi and VK Puram under Tirunelveli Region for the period of one year.
<b>Estimated Cost Put to Tender</b>	<b>₹63,26,612/-</b>
<b>Earnest Money Deposit (EMD)</b>	<b>₹ 1,26,532/-</b>
<b>Security Deposit</b>	<b>2.5% of the Tendered Value</b>
<b>Period of Completion</b>	<b>12 months</b>
<b>Date of Start of Bid Submission</b>	<b>28.05.2026 at 03.00 PM</b>
<b>Date of Pre Bid Meeting</b>	<b>05.06.2026 at 03.00 PM</b>
<b>Last Date &amp; Time of Bid submission.</b>	<b>18.06.2026 at 03.00 PM</b>
<b>Date &amp; Time of Opening of Technical Bids</b>	<b>19.06.2026 at 03.00 PM</b>
<b>Period for submission of original EMD</b>	<b>Original EMD shall be submitted to this office prior to the date of Opening of the Technical Bid.</b>

- **Eligibility criteria-** Experience of having successfully completed similar works during last seven years ending previous day of last date of submission of application.
  - (i) Three similar works each of value not less than 40% of the estimated cost put to tender i.e. **₹25,30,645/-**  
Or
  - (ii) Two similar works each of value not less than 60% of the estimated cost put to tender i.e. **₹37,95,967/-**  
Or
  - (iii) One similar work of value not less than 80% of the estimated cost put to tender i.e. **₹50,61,290/-**

**Similar work shall mean works of:**

- Comprehensive day to day maintenance, repair works in Civil or Composite including deployment of manpower, supply of material and allied services in Residential Buildings / Office Buildings / Hospitals buildings/ Other Institutional buildings under one contract.

- The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum, calculated from the date of completion to the previous day of last date of submission of bid.
- The bidder should have had Average Annual Financial Turnover of ₹ 31,63,306/- (50% of the estimated cost to put to tender) on Civil or composite works during the last three consecutive years Balance sheets duly audited by Chartered Accountant. Year in which no turnover is shown would also be considered for working out the average.
- The bidder should not have incurred any loss (profit after tax should be positive) in more than two years during available last five consecutive balance sheets, duly certified and audited by the Chartered Accountant.
- The solvency of bidder should have ₹ 25,30,645/- (40% of the estimated cost put to tender) certified by his Bankers. (Not required if bidder is a Class-I (Civil/Composite) and above registered contractor of CPWD). If the bidder wishes to participate in multiple tenders then the submitted solvency/solvencies amount shall not be less than the total solvency amount required for all such participated bids.
- The past experience in similar nature of work should be supported by certificates issued by the client's organization.
- The tenderer must be registered with following statutory authorities and must also furnish self attested copies ESI, EPF, GST along with last six months payment receipts as per applicability.
- If ESIC / EPFO is not applicable to the contractor then an affidavit in this matter to be enclosed / uploaded that firm has never been employed 10 (in-case of ESIC), 20 (in-case of EPFO) people in last seven years in any particular day and never been coverable under ESI Act / EPFO Act.
- All payments pertaining to GST, ESIC and EPF should have been paid up-to-date by the intending bidders.
- The intending bidder must read the terms and conditions carefully. He should only submit his bid if he considers himself eligible and he is in possession of all the documents required.
- The bid document consisting of schedule of quantities of various type of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen from website <https://eprocure.gov.in/eprocure/app> at free of cost. The tender document can also be seen from the website: [www.esic.gov.in/tenders](http://www.esic.gov.in/tenders)
- The intending bidder must have valid Class-III Digital Signature Certificate (DSC) to submit the bid. Those contractors not registered on the website <https://eprocure.gov.in/eprocure/app> are required to get registered.

**Important Instructions for Bidders to participate in the E-Tenders and regarding Online Payment:**

The bidders are required to submit soft copies of their bids electronically on the CPP Portal using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

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

**Registration**

1. Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “**Online bidder Enrollment**” on the CPP Portal which is free of charge.

2. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
3. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
4. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudra etc.), with their profile.
5. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
6. Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC /e-Token.

### **Searching for Tender Documents**

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

### **Preparation of Bids**

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

### **Submission of Bids**

1. Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
2. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
3. Bidder has to select the payment option as "offline" to pay the tender fee/EMD as applicable and enter details of the instrument / scan copy.
4. Bidder should prepare the EMD as per the instructions specified in the tender document. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy

- and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
5. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the white colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
  6. The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
  7. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
  8. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
  9. Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
  10. The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

### **Assistance to Bidders**

Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 0120-4200 462, 0120-4001 002, 0120-4001 005, 0120-6277 787. Email Support: Technical – [support-eproc@nic.in](mailto:support-eproc@nic.in), Policy Related – [cppp-doe@nic.in](mailto:cppp-doe@nic.in)

**Regional Director  
ESIC-RO-CHENNAI**

## **NOTICE INVITING e-TENDERING**

**Percentage rate Bids** are invited by the **Regional Director, ESIC-RO-CHENNAI** on behalf of Director General, ESIC from registered contractors of Govt. Departments such as CPWD/PWD/MES/BSNL/RAILWAYS and those Registered with Central and State Government Undertakings for the following work:

**Annual Repair and Maintenance[Civil] works to the ESIC Hospital, SRO building and Staff quarters at Tirunelveli, ESIC/ESIS campuses at Kovilpatti, Thoothukudi and VK Puram under Tirunelveli Region for the period of one year.**

Tender documents are available online at <https://eprocure.gov.in/eprocure/app> and [www.esic.gov.in/tenders](http://www.esic.gov.in/tenders). Bidders have to deposit the Earnest Money (EMD) of **₹ 1,26,532/-** in the form of Demand Draft drawn in favor of "ESIC Fund A/c No.1" payable at Chennai. The interested bidders having experience in similar civil works should upload their bids along with scanned copy of EMD and copies of all the relevant certificates, documents etc. duly signed in support of their technical and financial bids.

Tender documents are available on CPP Portal i.e. <https://eprocure.gov.in/eprocure/app> and the website of Employees' State Insurance Corporation i.e. [www.esic.gov.in/tenders](http://www.esic.gov.in/tenders).

### **CRITICAL DATES**

Date from which bid documents will be available at CPP Portal/ESIC website:	<b>28.05.2026 at 03.00 PM</b>
Date of start of submission of bids:	<b>28.05.2026 at 03.00 PM</b>
Date of Pre Bid Meeting	<b>05.06.2026 at 03.00 PM</b>
Last date and time for submission of completed tender forms through on-line mode:	<b>18.06.2026 at 03.00 PM</b>
Date and time for opening of Technical Bids:	<b>19.06.2026 at 03.00 PM</b>
Date of opening of Financial Bids:	<i>Will be intimated to technically Qualified bidders through CPPP.</i>

In case the last date of submission of bid is extended, the enlistment of contractor should be valid on the original date of submission of bids.

Agreement shall be drawn with the successful bidder on prescribed format of CPWD Form-7/8. Bidder shall quote his rates as per various terms and conditions of the said form which will form part of the agreement with the substitution of words of President of India as Director General of ESIC and CPWD as ESIC respectively wherever applicable. The work in general shall be executed as per **CPWD Specifications-2019 Vol. I & Vol. II** with up-to-date correction slips.

1. The registration/enlistment of the contractors should be valid on the last date of submission of bids.
2. The time allowed for carrying out the work will be **12 Months** from the date of start as defined in schedule 'F' or from the first date of handing over of the site, whichever is later, in accordance with the phasing, if any, indicated in the bid documents.
3. The site for the work is available. The architectural and structural drawing for the work will be issued during the execution of work.
4. The bid document consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents including General Conditions of Contract can be seen from the website <https://eprocure.gov.in/eprocure/app> at free of cost. The tender document can also be seen from the website [www.esic.gov.in/tenders](http://www.esic.gov.in/tenders)
5. Earnest Money in the form of Demand Draft or Banker's Cheque (Drawn in favor of ESIC Account no.1 payable at Chennai) shall be scanned and uploaded to the e-tendering website within the period of bid submission. The original EMD should be deposited within the period as specified in NIT.
6. Copy of Registration/Enlistment Order of Govt. Departments such as CPWD/PWD/MES/BSNL etc., Certificate of work experience and other documents as specified shall be scanned and uploaded to the e-tendering website within the period of bid submission. However, certified copy of all the scanned and uploaded documents as specified in press notice shall have to be submitted by the lowest bidder

- only along with physical EMD of the scanned copy of EMD uploaded within a week physically from date of the opening of financial bids in the office of tender opening authority.
7. Online bid documents submitted by intending bidders shall be opened only of those bidders, who has submitted the scanned copies of Earnest Money Deposit (EMD) along with other documents as specified in NIT, are found in order. The bid submitted shall be opened on **19.06.2026 at 03.00 PM.**
  8. The bid submitted shall become invalid if
    - The required EMD not submitted.
    - The bidder is found ineligible.
    - The bidder does not upload all the documents (including GST Registration) as stipulated in the bid document
    - If any discrepancy is noticed between the documents as uploaded at the time of submission of bid and hard copies as submitted physically by the lowest bidder in the office of Tender Opening Authority.
  9. The contractor whose bid is accepted will be required to furnish **Performance Guarantee of 5% (Five Percent)** of the bid amount within the period specified in Schedule 'E'. This guarantee shall be in the form of cheque of any Scheduled Bank/Demand Draft of any scheduled bank/ or Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the prescribed form. In case the contractor fails to deposit the said performance guarantee within the period as indicated in **Schedule 'E'** including the extended period if any, the Earnest Money deposited by the contractor shall be forfeited automatically without any notice to the contractor. The earnest money deposited along with bid shall be returned after receiving the aforesaid performance guarantee. **The contractor whose bid is accepted will also be required to furnish either copy of applicable licenses/ registrations or proof of applying for obtaining labor licenses, registration with EPFO, ESIC and BOCW Welfare Board including Provident Fund Code No. if applicable and also ensure the compliance of aforesaid provisions by the sub-contractors, if any engaged by the contractor for the said work and Program Chart (Time and Progress) within the period specified in Schedule F.**
  10. Intending Bidders are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their bids as to the nature of the ground and sub-soil (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general 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 charge consequent on any misunderstanding or otherwise shall be allowed. The bidder shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a bid by a bidder implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and **the rate quoted shall be inclusive of GST and all other statutory taxes.**
  11. The Competent Authority i.e. **Regional Director, ESIC-RO-CHENNAI** on behalf of Director General, ESIC does not bind itself to accept the lowest or any other bid and reserves to itself the authority to reject any or all the bids received without the assignment of any reason. All bids in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the bidders shall be summarily rejected.
  12. The contractor shall not be permitted to bid for works in ESIC Tamil Nadu region in case of contract responsible for award and execution of contracts, in which his near relative is posted as Employee/ Officer of ESIC Tamil Nadu Region. 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 in the ESIC. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of the ESIC.
  13. Canvassing whether directly or indirectly, in connection with bidders is strictly prohibited and the bids submitted by the contractors who resort to canvassing will be liable for rejection.
  14. The Competent Authority i.e. **Regional Director, ESIC-RO-CHENNAI** on behalf of Director General, ESIC reserves to himself the right of accepting the whole or any part of the bid and the bidders shall be bound to perform the same at the rate quoted.
  15. The bid for the works shall remain open for acceptance for a period of **120(One hundred and twenty)**

- days from the date of opening of bids. If any bidders withdraw his bid before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the bid which are not acceptable to ESIC, then ESI Corporation shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid. Further the bidders shall not be allowed to participate in the rebidding process of the work.
16. This Notice Inviting Tender shall form a part of the Contract Document. The successful bidders/contractor, on acceptance of his bid by the Accepting Authority, shall, within 15 days from the stipulated date of start of the work, sign the contract consisting of:
    - The Notice Inviting Tender, all the documents including additional conditions, specifications and drawings, if any, forming part of the bid as uploaded at the time of invitation of bid and the rates quoted online at time of submission of bid and acceptance thereof together with any correspondence leading thereto.
    - Standard CPWD Form-7/8 (with substitution of words as Director General of ESIC and ESIC in place of President of India and Government of India/CPWD respectively).
  17. The Contractor shall upload copies of all eligible documents, scanned copy of EMD which will form part of Technical bid and financial bid before the last date and time for submission of bids on specified date only. The Technical bid shall be opened first and financial bids of those Contractors who technically qualify the eligible criteria only will be opened on the specified date of opening of financial bid which shall be intimated through CPPP.
  18. Evaluation of Technical Bids: Bids received and found valid will be evaluated by the ESIC to ascertain the best-evaluated bid for the complete work under the specifications and documents. The tenderer's should take care to upload all the information sought by the ESIC in prescribed formats.
    - Firm's relevant experience and strength – Profile of agency, registration details, experience of similar works, annual turnover and total manpower employed.
    - Qualification/related experience.
  19. Financial Bid: The financial bid of the tenderer's, whose technical bid is found to be suitable, will be opened in the presence of the tenderer's, who choose to attend the opening of financial bid on a date which will intimated through E-mail/Mobile.
  20. Award of Work:
    - The selection of the agency will be at the sole discretion of the ESIC which reserves its right to accept or reject any or all the proposals without assigning any reason.
    - The contract for the work shall be awarded to the qualified responsive tenderer who has quoted lowest.
    - Upon evaluation of offers, the notification on award of contract will be intimated to the successful tenderer.

**Regional Director,  
ESIC-RO-CHENNAI**  
(For & on behalf of Director General, ESIC)

**INTEGRITY PACT**

To

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Sub: **NIT No: 14 /EE/PMD/ESIC/TN/ARM - C13/2026-2027** for the work of Annual Repair and Maintenance[Civil] works to the ESIC Hospital, SRO building and Staff quarters at Tirunelveli, ESIC/ESIS campuses at Kovilpatti, Thoothukudi and VK Puram under Tirunelveli Region for the period of one year.

Dear Sir,

It is here by declared that ESIC is committed to follow the principle of transparency, equity and competitiveness in public procurement.

The subject Notice Inviting Tender (NIT) is an invitation to offer made on the condition that the Bidder will sign the integrity Agreement, which is an integral part of tender/bid documents, failing which the tenderer/bidder will stand disqualified from the tendering process and the bid of the bidder would be summarily rejected.

This declaration shall form part and parcel of the Integrity Agreement and signing of the same shall be deemed as acceptance and signing of the Integrity Agreement on behalf of the ESIC.

Yours faithfully,

**Regional Director,  
ESIC-RO-CHENNAI**

INTEGRITY PACT

To

**Regional Director**, ESIC Regional Office,  
Nungambakkam, Chennai.

Sub: NIT No: **14 /EE/PMD/ESIC/TN/ARM - C13/2026-2027** -Submission of Tender for the work of Annual Repair and Maintenance[Civil] works to the ESIC Hospital, SRO building and Staff quarters at Tirunelveli, ESIC/ESIS campuses at Kovilpatti, Thoothukudi and VK Puram under Tirunelveli Region for the period of one year.

Dear Sir,

I/We acknowledge that ESIC is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the tender/bid document.

I/We agree that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that I/We will sign the enclosed integrity Agreement, which is an integral part of tender documents, failing which I/We will stand disqualified from the tendering process. I/We acknowledge that THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the NIT.

I/We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by ESIC. I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article 1 of the enclosed Integrity Agreement.

I/We acknowledge that in the event of my/our failure to sign and accept the Integrity Agreement, while submitting the tender/bid, ESIC shall have unqualified, absolute and unfettered right to disqualify the tenderer /bidder and reject the tender/bid in accordance with terms and conditions of the tender/bid.

Yours faithfully,

(Duly authorized signatory of the Bidder)

**INTEGRITY PACT**

To be signed by the bidder and same signatory competent / authorized to sign the relevant contract on behalf of ESIC.

**INTEGRITY AGREEMENT**

This Integrity Agreement is made at ..... on this ..... day of ..... 20.....

*BETWEEN*

The **Regional Director, ESIC-RO-CHENNAI**, (Hereinafter referred as the “**Principal/Owner**”, which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

*AND*

.....  
(Name and Address of the Individual/firm/Company)  
through .....(Details of duly authorized signatory)  
(Hereinafter referred to as the “**Bidder/Contractor**” and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

**Preamble**

WHEREAS the Principal / Owner has floated the Tender (NIT No. ....) (hereinafter referred to as “**Tender/Bid**”) and intends to award, under laid down organizational procedure, contract for Annual Repair and Maintenance[Civil] works to the ESIC Hospital, SRO building and Staff quarters at Tirunelveli, ESIC/ESIS campuses at Kovilpatti, Thoothukudi and VK Puram under Tirunelveli Region for the period of one year.

.....(Name of work)

Hereinafter referred to as the “**Contract**”.

AND WHEREAS the Principal/Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Contractor(s).

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as “**Integrity Pact**” or “**Pact**”), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witnesses as under.

## INTEGRITY PACT

### Article 1: Commitment of the Principal/Owner

1) The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:

(a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

(b) The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.

(c) The Principal/Owner shall endeavor to exclude from the Tender process any person, whose conduct in the past has been of biased nature.

2) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the BHARATIYA NYAYA SANHITA, 2023 (Indian Penal code)/ BHARATIYA NAGARIK SURAKSHA SANHITA, 2023 (Prevention of Corruption Act, 1988 Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

### Article 2: Commitment of the Bidder(s)/Contractor(s)

1) It is required that Each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government / Department all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.

2) The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:

a. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.

b. The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.

c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant /PC Act. Further the Bidder(s)/Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly, Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any.

Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participates in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.

- e. The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
- 3) The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 4) The Bidder(s)/ Contractor (s) will not, directly or through any other person or firm indulge in fraudulent practice means a willful misrepresentation or omission of facts or submission of fake/ forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damaged to justified interest of other and / or to influence the procurement process to the detriment of the government interests.
- 5) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).

### **Article 3: Consequences of Breach**

Without prejudice to any rights that may be available to the Principal/Owner under law or the Contractor its established policies and laid down procedures, the Principal/Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/Contractor(s) and the Bidder/ Contractor accepts and undertakes to respect and uphold the Principal/Owner's absolute right:

- 1) If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. **Such exclusion may be forever or for a limited period as decided by the Principal/Owner.**
- 2) Forfeiture of EMD/Performance Guarantee/Security Deposit: If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Contractor.
- 3) ***Criminal Liability:*** *If the Principal/Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of BHARATIYA NYAYA SANHITA, 2023 (Indian Penal code), or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.*

### **Article 4: Previous Transgression**

- 1) The Bidder declares that no previous transgressions occurred in the last 5 years with any other

Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.

- 2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder/Contractor as deemed fit by the Principal/ Owner.
- 3) If the Bidder/Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

#### **Article 5: Equal Treatment of all Bidders/Contractors/Subcontractors**

- 1) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Sub-contractors/sub-vendors.
- 2) The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.
- 3) The Principal/Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

#### **Article 6-Duration of the Pact**

This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor 12 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded.

If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Competent Authority, ESIC.

#### **Article 7-Other Provisions**

1. This Pact is subject to Indian Law, place of performance and jurisdiction is the Headquarters of the Division of the Principal/Owner, who has floated the Tender.
2. Changes and supplements need to be made in writing. Side agreements have not been made.
3. If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
4. Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
5. It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

#### **Article 8- Legal and Prior Rights**

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be Cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of

brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/Contact documents with regard any of the provisions covered under this Integrity Pact.

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

..... (For and on behalf of Principal/Owner)

..... (For and on behalf of Bidder/Contractor)

WITNESSES:

..... (Signature, name and address)

..... (Signature, name and address)

Place:

Dated:

**FORM OF UNDERTAKING**  
(To be issued on bidder Letterhead)

1. I, the undersigned certify that I have gone through the terms and conditions and undertake to comply with them mentioned in the tender ID: \_\_\_\_\_ called for the work of \_\_\_\_\_ (*Name\_of\_work*) \_\_\_\_\_  
\_\_\_\_\_.
2. The rates quoted by me are valid and binding upon me for the entire period of contract.
3. The earnest money of Rs. \_\_\_\_\_ to be deposited by me vide demand Draft/ Banker Cheque / FDR No. \_\_\_\_\_ dated: \_\_\_\_\_ drawn on Bank \_\_\_\_\_ Branch \_\_\_\_\_.
4. I hereby undertake to provide the service as per directions given in the tender document order within stipulated period.
5. I/We give the rights to the Regional Director ( I/C) to forfeit the earnest money deposited by me/us if any delay occur on my/agent's part of failed to provide the service within the scheduled time or service of desired quality.
6. There is to declare and certify that the neither myself nor my firm has ever been blacklisted by any Govt. /Semi Govt./Public/Private Institution.
7. I \_\_\_\_\_ (*name of the contractor*) \_\_\_\_\_ hereby undertake to abide by the **CPWD General Conditions of Contract 2023 – Maintenance works** containing pages from 1 to 106 with up-to-date correction slips as an integral part of the Agreement substituting with words 'Director General, ESI Corporation' and 'ESI Corporation' in the places of 'President of India' and Central Public Works Department/ Government of India' respectively wherever applicable
8. I/We hereby certify that the firm poses all the required license/ certification to perform the work.

Sign of Contractor with seal: \_\_\_\_\_  
Full Name: \_\_\_\_\_  
Designation: \_\_\_\_\_  
Date: \_\_\_\_\_  
Place: \_\_\_\_\_

**BANK SOLVENCY CERTIFICATE**  
(To be issued on Bank Letterhead)

Date: \_ / \_ / 2026

**TO WHOMSOEVER IT MAY CONCERN**

This is to certify that M/s \_\_\_\_\_, having registered office at \_\_\_\_\_  
\_\_\_\_\_, is a valued customer of our Bank and maintains Current/Savings  
Account No. \_\_\_\_\_ with our \_\_\_\_\_ Branch.

Based on the financial records, statements of accounts, assets, securities, and other relevant details available to us and to the best of our knowledge and information, we hereby certify that the above firm/company is financially sound and solvent to the extent of: Rs. \_\_\_\_\_ /- (Rupees \_\_\_\_\_ Only)

This certificate is issued at the specific request of the customer for the purpose of participating in ESIC Tender works for \_\_\_\_\_ in Tamil Nadu.

This certificate is issued without any risk or responsibility on the part of the Bank or its officials.

For \_\_\_\_\_ Bank, Branch: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Designation: Branch Manager / Authorized Signatory

Employee Code: \_\_\_\_\_

(Official Bank Seal)

**AFFIDAVIT**

*(To be executed on a non-judicial stamp paper of Rs. 100)*

I, [/Name of the Contractor], S/o / D/o / W/o [/Father/Husband's Name], aged about [/Age] years, residing at [/Full Residential Address], do hereby solemnly affirm and declare on oath as under:

1. That I am the deponent herein and I am well conversant with the complete NIT floated for the work of

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

2. That I am submitting the following documents to **ESIC Regional Office, Chennai** for the purpose of the said work

- a. i) [List Document 1]
- b. ii) [List Document 2]
- c. iii) [List Document 3]
- d. iv) [List Document 4]
- e. v) [List Document 5]
- f. vi) [List Document 6]
- g. vii) [List Document 7]
- h. viii) [List Document 8]
- i. ix) [List Document 9]
- j. ....

3. That all the documents/certificates/records submitted by me are true copies of the original documents.

4. That I certify that all information furnished is correct in all respects to the best of my knowledge and belief.

5. That I understand that if any of the documents are found to be false, forged, or incorrect at any stage, the authorities may reject my application/terminate my contract, and I shall be liable for legal action.

**DEPONENT**  
(Signature and Seal of the Tenderer)

**VERIFICATION:**

Verified at [/Place] on this [/Date] day of [/Month], [/Year], that the contents of this affidavit are true and correct to the best of my knowledge and belief, and no part of it is false and nothing material has been concealed therefrom.

**DEPONENT**  
(Signature and Seal of the Tenderer)

## Percentage Rate Tender/Item Rate Tender & Contract for Works

(A) Tender for the work of:-

Annual Repair and Maintenance[Civil] works to the ESIC Hospital, SRO building and Staff quarters at Tirunelveli, ESIC/ESIS campuses at Kovilpatti, Thoothukudi and VK Puram under Tirunelveli Region for the period of one year. To be uploaded by 03.00 PM hours on **18.06.2026** at the CPP portal website <https://eprocure.gov.in/eprocure/app>.

- (i) To be opened in presence of tenderer's who may be present at 03.00 PM hours on **19.06.2026** in the office of **PMD Branch, Regional Office, ESIC, Chennai.**

### TENDER

I/We have read and examined the notice inviting tender, schedule, A, B, C, D, E & F Specifications applicable, Drawings & Designs, General Rules and Directions, Conditions of Contract, clauses of contract, Special conditions, Schedule of Rate & other documents and Rules referred to in the conditions of contract and all other contents in the tender document for the work.

I/We hereby tender for the execution of the work specified for the Director General, ESI Corporation within the time specified in Schedule 'F' viz., schedule of quantities and in accordance in all respect with the specifications, designs, drawing and instructions in writing referred to in Rule-1 of General Rules and Directions and in Clause 11 of the Conditions of contract and with such materials as are provided for, by, and in respect of accordance with, such conditions so far as applicable.

I/We agree to keep the tender open for **120 days** from the date of opening of technical bid and not to make any modification in its terms and conditions.

A sum of **₹1,26,532/-** is hereby forwarded in demand draft/receipt treasury challan/deposit at call receipt of a scheduled bank/fixed deposit receipt of scheduled bank of a scheduled bank/bank guarantee issued by a scheduled bank as earnest money.

A copy of earnest money in receipt treasury challan/deposit at call receipt of a scheduled bank/fixed deposit receipt of scheduled bank/demand draft of a scheduled bank/bank guarantee issued by a scheduled bank is scanned and uploaded (strike out as the case may be). If I/We fail to furnish the prescribed performance guarantee within prescribed period, I/We agree that the said Director General, ESI Corporation or his successors, in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Further, if I/We fail to commence work as specified, I/We agree that Director General, ESI Corporation or the successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said performance guarantee absolutely. The said Performance Guarantee shall be a guarantee 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 12.3 of the tender form.

Further, I/We agree that in case of forfeiture of Earnest Money or Performance Guarantee as aforesaid, I/We shall be debarred for participation in the re-tendering process of the work.

I/We undertake and confirm that eligible similar work(s) has/have not been got executed through another contractor on back to back basis. Further that, if such a violation comes to the notice of ESI Corporation, then I/We shall be debarred for tendering in ESI Corporation in future forever. Also, if such a violation comes to the notice of ESI Corporation before date of start of work, the Engineer-in-Charge

shall be free to forfeit the entire amount of Earnest Money Deposit/Performance Guarantee.

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

Dated:

Signature of Contractor:

Witness:

Postal Address:

Address:

Occupation:

**ACCEPTANCE**

The above tender (as modified by you as provided in the letters mentioned hereunder) is accepted by me for and on behalf of Director General, ESIC for a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_)

The letters referred to below shall form part of this contract Agreement:-

- (a)
- (b)
- (c)

For & On behalf of Director General, ESIC

Signature.....

Dated.....

Designation.....

## PROFORMA OF SCHEDULES

### SCHEDULE 'A'

Schedule of Quantities (as per CPWD)..... from **page 52 to 81**

### SCHEDULE 'D'

Extra schedule for specific requirements/documents for the work, if any .....Nil

### SCHEDULE 'E'

Reference to General Conditions of Contract-2023 Maintenance Works (with substitution of words as Director General of ESIC and ESIC in place of President of India and Government of India/ CPWD respectively).

**Name of work:** Annual Repair and Maintenance[Civil] works to the ESIC Hospital, SRO building and Staff quarters at Tirunelveli, ESIC/ESIS campuses at Kovilpatti, Thoothukudi and VK Puram under Tirunelveli Region for the period of one year.

Estimated cost of work: **₹63,26,612/-**

- (i) Earnest money: **₹1,26,532/-** to be returned after receiving Performance Guarantee)
- (ii) Performance Guarantee: 5% of tendered value.
- (iii) Security Deposit: 2.5% of tendered value.

### SCHEDULE 'F'

General Rules & Directions-

Officer inviting bid: The **Regional Director, ESIC-RO-CHENNAI**.

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.

#### Definitions:

2 (v) Engineer-in-Charge: The Executive Engineer, ESIC, RO, Chennai or his successor.

2 (vii) Accepting Authority: The **Regional Director, ESIC-RO-CHENNAI** or his successor.

2(x) Percentage on cost of materials and labour to cover all overheads and profits: **15%**

2(xi) Standard Schedule of Rates: **DSR-2023 – Civil (including Cost Index) + Market Rate**

2(xii) Department: **ESI Corporation**

9(ii) **Standard CPWD Contract Form GCC 2023- Maintenance Works, CPWD Form 7/8**(with substitution of words as Director General of ESIC and ESIC in place of President of India and Government of India/CPWD respectively) as modified & corrected up-to-date.

## Clause 1

- (iv) Time allowed for submission of Performance Guarantee, program chart (Time and progress) and applicable labor licenses, registration with EPFO, ESIC and BOCW welfare board or proof of applying thereof from the date of issue of letter of acceptance.....**15 days**
- (ii) Maximum allowable extension with late fee@ 0.1% per day of Performance Guarantee amount beyond the period provided in above.....**3 days**

## Clause 2

Authority for fixing compensation under clause 2: The **Regional Director, ESIC-RO-CHENNAI**

## Clause 2A

Whether Clause 2A shall be applicable.....**No**

## Clause 5

- (i) Number of days from the date of issue of letter of acceptance for reckoning date of start: 10 Days.
- (ii) Authority to Approve: Extension of time including the provisional extensions required based on site constraints and requirements: The **Regional Director, ESIC-RO-CHENNAI** or his successor.

### (iii) Penalty Clauses:

- A. The Agency/contractor shall commence the work at site **within 10 days** of the issuance of letter of acceptance failing which a penalty of 0.1% of the contract value shall be recovered for each week delay.
- B. The contractor shall provide a SUPERVISOR **within 15 days** of the issuance of letter of acceptance exclusively for the work/contract with WhatsApp enabled mobile number for communication, registration of complaints and updating the status of the same. The non-deployment of SUPERVISOR shall attract a penalty of Rs. 1000 per day.
- C. The contractor shall furnish the credentials of the Supervisor along with all the engaged labour/workmen **within 15 days** of the issuance of letter of acceptance. A separate list with details of Name, Age, photograph, Aadhaar No., Mobile/contact no., trade/Category shall be submitted failing which a penalty of Rs. 1000/- per day shall be recovered.
- D. The contractor shall provide the list of inventories along with the building sketch specifying rough locations of the items installed for all the buildings separately floor wise **within one month** of the commencement of ARM works failing which a penalty of Rs. 1000/- per delay days shall be recovered.
- E. The contractor shall provide the **Roster** for bush clearance and pruning of trees for all the campuses provisioned under the contract **within one Months** period of the commencement of work failing which a penalty of Rs. 1000/- per day per building shall be recovered.
- F. The contractor shall provide the **Painting Schedule** for all the buildings provisioned under the contract **within 2 Months** period of the commencement of work failing which a penalty of Rs. 1000/- per day per building shall be recovered.
- G. The contractor shall provide the **AADHAR enabled attendance sheet** along with the RA bills failing which a penalty of mandatory deduction of 5 Day salary from each workmen shall be deducted from the RA bill. Relaxation in penalty may be given in exceptional circumstances by Engineer-in-charge.
- H. The contractor shall have to maintain and provide the copy of the **Complaint Register** along with each RA Bill failing which a penalty of Rs. 5000/- per RA bill shall be recovered.

- I. The contractor shall have to maintain and provide a the copy of the **Summary of Complaints** as per **Enclosure-III** along with each RA Bill and parallely the **soft copy** of the same shall also be forwarded to the PMD division of this office ([const.tn@esic.gov.in](mailto:const.tn@esic.gov.in)) failing which a penalty of Rs. 5000/- per RA bill shall be recovered in both case.
- J. The contractor shall maintain proper attendance records of workmen deployed at the site of work which will be checked by the ESIC engineer-in-charge / Staff of verification etc. In case of absence of any workmen, the recovery shall be made at the following rates :

S. No	Category of Workmen	Rate Recovery per day per person	Remarks
1	Highly Skilled	1000	In case workmen are found absent for particular hours of the day, the recovery shall be made on pro- rate basis by considering 8 hrs. of the duty in a day
2	Skilled	800	
3	Semi Skilled	600	
4	Un Skilled	500	

- K. The Contractor shall maintain all the necessary equipments as per Clause 18 of this NIT. In case it is found that repair and maintenance works is hampered/could not be taken up in time due to lack of such equipments, a penalty of Rs.1000/- shall be imposed per incident.
- L. The SUPERVISOR shall inform and update the complaints (received through any channel) in the designated WhatsApp group, failing which a penalty of Rs. 100/- per Complain shall be recovered.
- M. Complaints pertains to water supply, sewer lines, electricity failure, Sewerage Disposal must be attended immediately without any delay, failing which a penalty of Rs.100/- per hour per complaint shall be imposed.
- N. All repair and maintenance related complaints shall be attended within twenty four hours and non emergent repairs shall be attended within 3 days, failing which a penalty of Rs.500/- per day per complaint shall be imposed.
- O. The penalties for the delay in the attending the works as mentioned at Clause M and N may be relaxed only in exceptional circumstances by Engineer-in-charge.
- P. All the labour force/Manpower deployed by the contractor shall wear the prescribed Uniform (Dark Blue) while on duty; the non-adherence of the dress/uniform shall attract a penalty of Rs. 100 per day.
- Q. A valid I- Card shall be issued to all the labour force/Manpower deployed by the contractor and the same shall be kept by the labour while working, failing which a penalty of Rs. 25 per person per day shall be recovered.
- R. In case any labour/manpower/supervisor found misbehaving/mal-practicing or involved in criminal/undesirable acts or non performing the required job to the level of satisfaction of the Engineer –in charge even after sufficient warnings. Such labour/Manpower shall be removed from the site within 3 days, if notice is issued for the same by ESIC.

**Notes:**

1. The decision of the Engineer-in-Charge regarding the classification of complaints as *minor* or *major* shall be final.
2. Penalties shall be deducted from the contractor's running or monthly bills.
3. Repeated non-compliance may lead to termination of contract and forfeiture of performance guarantee.
4. All statutory safety norms and maintenance records shall be maintained as per CPWD standards.

**Clause 6**

**A. Submission of Monthly Bills**

Advance copy of the monthly bills with abstract and measurements shall be forwarded to concerned field JE for checking within the **first week** of the following month. The same shall be checked by ESIC field JE/AE during site visits with the help of contractor. The corrected bills shall be submitted to this office in binded form enclosing all the supporting documents as per the Clause B, mentioned below.

**B. Documents required to be submitted for payments**

The Contractor shall submit the checked bill by **Second week** of the following month for the work executed up to the end of previous month in tabulated form approved by the Engineer-in-charge, showing the amounts to which the Contractor considers himself to be entitled. The bill must be supported with the following documents:

- a) Covering letter with dated signature including the Checklist for bills as per ANNEXURE-B
- b) Bill forms- CPWD Form 26 (2 Copies)
- c) Computerized Measurement Book (Binded)
  - i. Review Notes
  - ii. Measurement incorporating the reference for unique complaint no. (Printed both sides)
  - iii. Abstract of Cost (Printed both sides)
  - iv. Blank Pages – 2 Nos.
- d) Copy of complaint register.
- e) Copy of complaint slips (with unique serial number) duly signed by the complainant.
- f) Abstract/Summary of Complaints as per attached format at Enclosure-III.
- g) Copy of Dismantled Register as per attached format at Enclosure-IV.
- h) Copy of the Attendance (Biometric Attendance sheet)
- i) Bank transaction statement (Proof of payment of wages through online mode)
- j) ESIC payment receipts (for applicable labors)
- k) EPFO payment receipts (for applicable labors)
- l) Extra item Statement including Rate Analysis, if requested by ESIC.
- m) Any other documents requested by ESIC related to ARM works.

**C. Processing of Bills**

The certified bills shall be processed for payment within 15 working days of the submission of bill. The payment shall be made directly to the contractor/agency by the ESIC Regional Office, Chennai, through Bank in online transfer mode.

**Clause 7: Deleted**

**Clause 7A**

Whether Clause 7A shall be applicable:	<p style="text-align: center;"><b>Yes</b></p> <p style="text-align: center;"><i>(No Running Account Bill shall be paid for the work till the applicable labour licenses, registration with EPFO, ESIC and BOCW Welfare Board, whatever applicable are submitted by the contractor to the Engineer-in- Charge)</i></p>
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**Clause 10A: Not Applicable**

**Clause 10 B**

Whether Clause 10 B shall be applicable: .....Yes.

**Clause 10 C:** Not Applicable

**Clause 10 CA:** Not applicable

**Clause 10 CC:** Not Applicable

**Clause 11**

Specifications to be followed for execution of work: **CPWD Specifications 2019, Vol-I & II with up-to-date correction slips**

**Clause 12**

Authority to approve deviation up to 1.5 times of tendered amount: **Regional Director, ESIC-RO-CHENNAI**

12.2 & 12.3

Deviation Limit beyond which clauses 12.2 & 12.3 shall apply for building work..... **50%**

12.5

(i) Deviation Limit beyond which clauses 12.2 & 12.3 shall apply for foundation work..... **50%**  
(except items mentioned in earth work subhead in DSR and related items).

(ii) Deviation Limit for items mentioned in earth work subhead of DSR and related items ..... **100%**

**Clause 16**

Competent Authority for deciding reduced rates: **Regional Director, ESIC-RO-CHENNAI**

**Clause 18**

List of mandatory machinery, tools & plants to be owned by the contractor and should be deployed by the contractor at site in good and working condition:

Ladders (18 feet)	Scaffolding
Spade	Shovel
Pickaxe	Trowel
Hoe	Vacuum for cleaning
Wood Cutter	Digital distance measurer 50 M
Measuring tape 5 M & 30 M	Cleaning tools
Plunger	Drain snake/Plumber's Snake
Drain cleaning stick/wire	Sewer Rod
Safety Tapes	Hammers
Puty Knives	Wrenches

Screw drivers	Power drills
Chisel	Digging Bar
Jack Hammer	Rake

**Clause 19 C** The **Regional Director, ESIC-RO-CHENNAI** authority to decide penalty for each default.

**Clause 19 D** The **Regional Director, ESIC-RO-CHENNAI** authority to decide penalty for each default.

**Clause 19 G** The **Regional Director, ESIC-RO-CHENNAI** authority to decide penalty for each default.

**Clause 19 K** The **Regional Director, ESIC-RO-CHENNAI** authority to decide penalty for each default.

**Clause 25** Constitution of Dispute Redressal Committee (DRC)

Chairman	The <b>Regional Director, ESIC-RO-CHENNAI</b>
Member & Presenting Officer	The Executive Engineer, ESIC, RO Chennai.

**Clause 32:** Requirement of Technical Representative(s) and Recovery Rate

The contractor has to provide a Site Supervisor cum planning and Billing Engineer for the entrusted ARM works with following qualifications. The credentials shall be submitted to this office within 15 days of issuance of acceptance letter.

Minimum Qualification of Technical Representative	Discipline	Designation (Principal Technical Representative)	Minimum Experience	Number	Rate at which recovery shall be made from the contractor in the event of not fulfilling provision of Clause 32	
					Figures	Words
Graduate Engineer or Diploma Engineer	Civil	Site Supervisor cum Planning and Billing Engineer	2 Years or 5 years	1 No	Rs.30,000/- Per Month	(Rs. thirty thousand Per Month)

Assistant Engineers retired from Govt. Services that are holding Diploma as well as the Diploma holder with minimum 10 years relevant experience with a reputed construction company both can be treated at par with graduate.

**Note: Non fulfillment of Clause 32 would attract a penalty as tabulated above.**

**Clause 38**

(i) (a) Schedule/statement for determining theoretical quantity of cement & bitumen on the basis of **Delhi Schedule of Rates 2023** printed by C.P.W.D with up-to-date correction slips.

(ii) Variations permissible on theoretical quantities:

(a) Cement

For works with estimated cost put to tender not more than Rs. 25 lakh. .... 3% plus/minus.

For works with estimated cost put to tender more than Rs. 25 lakh. .... 2% plus/minus.

(b) Bitumen

All Works ..... 2.5% plus only & nil on minus side.

- (c) Steel Reinforcement and structural steel sections  
for each diameter, section and category ..... 2% plus/minus.
- (d) All other materials : Nil.

**Regional Director,  
ESIC-RO-CHENNAI**

**ADDITIONAL AND SPECIAL CONDITIONS FOR EXECUTION OF WORK:**

1. **The contractor shall provide the list of inventories along with the building sketch specifying rough locations of the items installed for all the buildings separately floor-wise within one month of the commencement of the ARM works.**
2. **CPWD Specifications-2019 Vol.I &Vol. II** (with up-to-date correction slips) shall be followed for execution of works. Where not available, BIS/Engineering practice as directed by the Engineer-in-Charge shall be followed. All the work procedures, guidelines etc. shall be as per **CPWD Works Manual 2023 & SOPs** to CPWD Works Manual 2023.
3. **The Contractor shall follow and abide by the instructions and directions issued by Engineer-In-charge of ESIC pertaining to the work. Non-adherence to such instructions would be taken up seriously and deemed fit action may be initiated on sufficient records.**
4. The materials used should be ISI approved and should be a branded product of good quality.
5. The materials shall be got approved prior to its use in ARM works from the Engineer-in-Charge of ESIC.
6. Wherever any reference to any Indian Standard Specification occurs in the documents relating to this contract, the same shall be inclusive of all amendments issued there-to or revisions thereof, if any, up to the date of receipt of tenders.
7. The contractor shall work according to the Program of work as approved by the Engineer-in-charge, for which purpose, the contractor shall submit a tentative Program of the work within 15 days from the stipulated date of start of the work.
8. The Contractor will have to work according to the program of work decided by the Engineer-in-charge. Wherever desired by Engineer-in-charge the contractor shall also construct a sample unit complete in all respect within time specified by the Engineer-in-charge & this sample unit shall be got approved from the Engineer-in-charge before mass construction is taken up. No extra claim whatsoever beyond the payment due at agreement rates will be entertained from the contractor on this account.
9. The contractor shall take instructions from the Engineer-in-charge for stacking of materials at site. No excavated earth or building materials shall be stacked on areas where the buildings, roads, services or compound walls are to be constructed.
10. Unless otherwise provided in the Schedule of quantities, the rates tendered by the contractor shall be all inclusive and shall apply to all heights, lifts, leads and depths of the building and nothing shall be payable to him on this account. However, payment for centering, shuttering, if required to be done for floor heights greater than 3.5m, shall be admissible, if not already specified otherwise.

11. The working drawings appearing in the form CPWD-7 shall mean to include both architectural and structural drawings respectively. The structural and architectural drawings shall be properly correlated before executing the work. In case of any difference noticed between architectural and structural drawings, final decision, in writing of the Engineer-in-charge shall be obtained by the contractor before proceeding further.
12. Samples for particular items of work shall be prepared, especially Painting items, for prior approval of the Engineer-in-charge before taking up the same on mass scale and nothing shall be payable on this account.
13. If ISI marked products are available, the contractor shall use only ISI marked products. In other cases, the materials shall conform to CPWD specifications. In case a material/product is covered neither by ISI nor by CPWD specification, the work shall be carried out as per sound engineering practice, in which the decisions of the Engineer-In-Charge shall be final & binding. In such cases Engineer-in-charge shall satisfy himself about the quality of such materials and give his approval in writing. Only articles classified as first quality by the manufacturers shall be used unless otherwise specified. All materials not having ISI mark shall be tested as per relevant ISI specifications. The Engineer-in-charge may relax the condition regarding testing if the quantity of the materials required for the work is small. In all cases of used of ISI marked materials proper proof of procurement of materials from authentic manufacturers shall be provided by the contractor to the entire satisfaction of Engineer-in-charge.
14. Some restrictions may be imposed by the security staff etc. on the working and deployment of labour, materials etc. The contractor shall be bound to follow all such restriction/instructions and nothing extra shall be payable on this account.
15. The contractor shall make his own arrangements for obtaining electric connections, if required. If the ESIC supply is utilized by the Contractor for routine work, the necessary electric charges shall be paid through meter or an amount @0.15% of gross value of work done will be done from each running bill and final bill of the contractor for the same. In such cases necessary permission of TNEB shall be the responsibility of the Contractor at his cost.
16. Other agencies doing works related with this project will also simultaneously execute the work and the contractor shall afford necessary co-operation for the same. The contractor shall leave such necessary holes, opening etc. For laying/burying in the work pipes, cables, conduits, clamps, boxes and hooks for fan clamps etc. as may be required for other agencies. Conduits for electrical wiring/cables will be laid in a way that they leave enough space for concreting and do not adversely affect the structural members. Nothing extra over the agreement rates shall be paid for the same. The contractor shall extend necessary co-operation to them without any claim on this account.
17. Cast iron pipes and fittings without ear shall be used. However, pipes and fittings with ears may be accepted without any extra payment. In such cases, clamps are not required and no extra payment shall be made for fixing the pipes in a different manner.
18. Any cement slurry added over base surface for bond or for continuation of concreting, its cost shall be deemed to have been included in the respective items, unless specified otherwise and nothing extra shall be payable nor extra cement shall be considered in the cement consumption on this account.
19. Stacking of materials and excavated earth including its disposal shall be done as per the directions of the Engineer-in-Charge. Double handling of materials or excavated earth if required shall have to be done by the contractor at his own cost.

20. No claim for idle establishment & labor, machinery & equipment, tools & plants and the like, for any reason whatsoever, shall be admissible during the execution of work as well as after its completion.
21. (a) The building work will be carried out in the manner complying in all respect with the requirements of relevant bylaws of the local body under the jurisdiction of which the work is to be executed or as directed by the Engineer-in-charge and nothing extra will be paid on this account.  
  
(b) The work of water supply, internal sanitary installations and the drainage work etc. may require to be carried out as per local Municipal Corporation or such local body Bye-Laws and the contractor in such cases shall produce necessary completion certificate from such authorities after completion of the work.  
  
(c) Water tanks, taps, sanitary, water supply and drainage pipes, fittings and accessories wherever required should conform to by-laws and specifications of the municipal body/corporation where CPWD specifications are not applicable. The contractor should engage licensed plumbers for the work and get the materials (fixtures/fittings) tested by the Municipal body/Corporation authorities wherever required at his own cost.  
  
(d) The contractor shall comply with legal orders and directions of the local or public authority or municipality and abide by their rules and regulations and pay all fees and charges which he may be liable.
22. The contractor shall give a performance test of the entire installation(s) as per standing specifications before the work is finally accepted and nothing extra whatsoever shall be payable to the contractor for the test. The work pertaining to the items of internal finishing should be started in consultation and with prior approval of Engineer-in-Charge as soon as the structure of two floors is completed.
23. All materials equivalent to the one specified should be got approved by the Engineer-in-charge before using the said materials in the work.
24. Any damage to utility services/work resulting from the negligence on the part of contractor, viz. breaking of water lines, sewer line, man holes, electric cables/conduits etc. shall be made good by the contractor at his own cost for which nothing extra shall be payable to the contractor.
25. The contractor shall provide at his own cost electric ovens and suitable weighing and measuring arrangements at site as may be necessary for execution of work.
26. **The contractor is supposed to inspect the buildings/ work site before tendering. He should collect and get acquainted with all relevant prevailing conditions of site restrictions etc. available for proper and smooth execution of work. The contractor shall inspect the distance between /Offices dispensaries/ staff quarters/ hospital etc. and satisfy themselves before quoting the rates for smooth execution of work.**
27. If as per Municipal/Local Authority rules or Client Department rules, the huts for laborers are not be erected at site of work by the contractor, the same shall be complied with by the contractor. The department shall not provide any alternative site or space at any location & the contractor shall provide such accommodation at such locations as are acceptable to local bodies, for which nothing extra shall be payable.

28. Dismantling of cement concrete flooring inside the quarters shall be done with the help of mechanized vibratory hammer, drills etc. The work shall be carried out in such a way that there should be least disturbance to the adjoining allottees and work should be completed within least possible time. The contractor must ensure that there should be no damage to supporting RCC members.
29. All the laborers engaged by the contractor shall be registered with ESI & EPF as per statutory norms before submission of First RA Bill.
30. The contractor shall submit to the Engineer-in-charge, the documentary evidence of payments of wages and deposits to appropriate govt. authority/individuals as applicable in respect of statutory requirement i.e. EPFO, ESIC in favor of his employees engaged in the work. The ESIC/EPFO so paid by the contractor shall be reimbursed to the contractor after submitting the original receipt to the department. The receipt should clearly indicate the name of work, list of workers with their names, duration, required information and other details which may be necessary to avoid any confusion/ litigation at the later date.
31. The Engineer-in-charge shall fully empowered to withheld from the contractor's bill a sum equal to the amount required to meet the provisions of statutory requirements as mentioned above without giving any notice to the contractor, if the contractor fails to submit the evidence of payment/deposits as mentioned in Conditions.
32. The contractor either himself or any of the persons / workers engaged under this contract shall have no claim for renewal or continuance of the contract or employment in any manner whatsoever other than the payment mentioned in the contract.
33. ***The Contractor shall quote rates inclusive of all taxes (including GST), levies, cess etc. & nothing extra shall be payable by ESIC.***
34. The GST/Income Tax/Labor Welfare cess as applicable as per govt. notifications from time to time will be deducted at source and credited to the Government on Contractor's behalf.
35. Contractor has to make his own arrangement of water at site of work. The estimate rates are inclusive of 1% water charges irrespective of the fact whether water is required for the item or not. As such 1% water charges on total amount of work done will be recovered if Contractor fails to arrange the water from outside sources or doesn't incur any expenditure for arranging water.
36. The laborer engaged through labor deployment items shall invariably given a weekly off by making alternative arrangements for continuous deployment of labor.
37. Labor deployed is required to perform duties at various locations as specified in tender. All the workers engaged shall report to the service centre/hospital to which they are attached and mark the **Aadhaar Enabled Bio-metric Attendance System**. They shall then move to their respective work place at Dispensaries/Offices as directed by Engineer-in-charge or his authorized representative. Their shift timing will commence from the time they report to the respective locations and nothing extra shall be payable towards TA/DA & other incidental charges for workers for attending duty in different locations under the agreement. The TA/DA and other incidental charges in this regard shall be borne by the Contractor at his risk and cost.

The Contractor shall maintain an attendance register of workers on shift basis and shall be made available for verification by ESIC Engineers/Authorities on daily basis.

38. **Complaint Redressal mechanism:**

- a) **Service Center: The contractor has to establish the service center at **ESIC Hospital, Tirunelveli** with proper templates (size 2 feet by 3 feet) duly mentioning the name of contractor, covered ESIC establishments, Whatsapp enabled Mobile number of concerned supervisor of contractor. The template shall be placed at suitable locations for easily access by the building user.**
  - b) **Similar smaller templates (size 1 foot by 2 feet) shall be placed at all other ESIC establishments covered in the Cluster.**
  - c) **The Complaint Register shall be maintained as per Standard format (Enclosure – II) at each ESIC Establishments covered in the cluster.**
  - d) **Complaint may be registered through Whatsapp/Call/Message or manually in register by the end user.**
  - e) **The supervisor of contractor must transfer/enter the complaints received through any channel other than manual entry viz whatsapp/call/message etc. in the complaint register and the snap short of the complaint register shall be posted in the designated WhatsApp groups on weekly basis.**
  - f) **The supervisor has to give necessary instructions and assign the jobs to the workmen/labours for attending the complaints on day to day basis.**
  - g) **All the complaint received through all channels shall be informed and updated by the Supervisor with status as attended/pending within the specified period based on the nature of complaint in the WhatsApp group specifically designed for the contract/work.**
  - h) **The Contractor shall maintain a Complaint Registration Form (Enclosure-I) with unique serial number for each complaint and shall obtain acknowledgement of user for the satisfactory redressal of complaints registered in the complaint register.**
  - i) **The complaints involving EXTRA item shall be operated only upon the prior approval/consent of the Engineer-In charge.**
39. The complaint register shall be made available on every day before closing hours and also frequently as and when demanded by ESIC Engineers for entering fresh complaints in the register.
40. The contractor shall ensure proper record keeping and storing of irreparable/dismantled material. Credit/Dismantled materials which have become Contractor's property by operation of concerned items for the same shall be removed from site and clean the site within 5 days of occurrence, failing which same shall be disposed at the risk and cost of the Contractor.
41. The Agency/Contractor must submit following details of laborers to be deployed at site before starting of the work:
- Bio-metric Enrollment Application in prescribed proforma filled and signed by the laborer. The form should be submitted duly signed & sealed by Agency/Contractor.
  - Latest Passport Size Photo
  - Copy of Aadhaar Card
  - Copy of front page of Passbook of Bank Account to which wages are to be credited.

**In case of any change in manpower, the same should be intimated to this office.**

42. The wages of laborers shall be made to their respective bank accounts and proof there of shall be provided along with every Running Account (RA) bill/Final bill.
43. The Tender is liable to be rejected if total amount of labor component quoted is less than the

amount as per prevailing minimum wages notified by Chief Labour Commissioner, Ministry of Labour and Employment, Government of India.

44. **The tools required for cutting branches of trees/ grass cutting machine with fuel, plumber/carpenter tools etc. shall be arranged by the contractor at his risk and cost.**
45. The contractor or his representative shall be available at site of work every day to take down instruction from ESIC officials and to liaise with hospital authorities.
46. Where there is no Supervisor, the Plumber shall be the leader of the workers gang and shall supervise the work done by other workers and nothing extra shall be paid on this count.
47. The Plumber shall hold ITC/ITI certificate or Plus Two with 2 or more years experience in the trade. Skilled worker deployed shall be licensed/certified. Other certificates of technical qualification also to be enclosed.
48. The Agency/Contractor must prepare payroll of each employee containing basic wages, no. of days worked by the laborer, gross wages, ESI/EPF deductions, net wages etc. Copy of payroll for each month shall be provided along with the RA bill/Final bill.
49. As the work will have to be carried out in building and area in use, the contractor shall ensure:-
  - That the normal functioning of ESIC activity is not affected as far as possible
  - That the work is carried out in an orderly manner without noise and obstruction to flow of traffic. That all rubbish etc is disposed off at the earliest and the place is left clean and orderly at the end of each day's work.
50. The Contractor shall ensure that his staff (workmen, supervisors etc.,) are qualified and licensed for their part of work. He shall be responsible for their conduct. The staff should behave in a courteous manner. The Contractor shall be held responsible for any loss or damage to ESIC property.
51. All the above staff of the Contractor shall wear uniform and badges identifying their category and name in English and Local Language.
52. The Contractor shall ensure safety of his workers and others at site of work and shall be responsible for any consequence arising out of execution of the Work.
53. The work of essential Repair and Maintenance and operation of essential services shall under no circumstances be held up for temporary delay in release of funds.
54. The Contractor shall take appropriate preventive maintenance in order to counter the monsoon seasons and natural calamities, etc. for ESIC/ESIS Establishments.

**55. PERFORMANCE EVALUATION SYSTEM**

The performance of the contractor may be evaluated on a monthly basis by the Engineer-in Charge based on the following parameters, if the performance found poor or deteriorating/ unsatisfactory in the interest of the ARM services/ ARM contract of respective establishments.

The contractor must secure at least **60% marks** overall to be considered satisfactory. Scores below 60% for three consecutive months shall invite action under the **Debarment / Blacklisting Policy**.

Parameter	Maximum Marks	Evaluation Criteria
Attendance & Manpower Deployment	10	Full deployment of qualified staff as per contract terms

Parameter	Maximum Marks	Evaluation Criteria
Response Time to Complaints	15	Minor complaints ≤ 4 hours, Major complaints ≤ 24 hours
Preventive Maintenance Compliance	20	100% adherence to preventive maintenance schedule and checklist submission
Deployment of Equipments	20	Deployment of proper equipments as per work requirements
Record Keeping & Documentation	10	Proper maintenance of complaint registers, complaint forms, test reports etc.
Safety Practices & PPE Compliance	10	Usage of PPE, lock-out/tag-out adherence and safety checks
User Feedback & Quality of Work	15	Satisfactory feedback from users & Engineer-in-Charge on service quality
<b>Total</b>	<b>100 Marks</b>	

**Note:**

1. The monthly performance score shall be reviewed by the Engineer-in-Charge.
2. Repeated low scores (<60%) shall be treated as **persistent poor performance**.
3. Performance rating shall form the basis for continuation, renewal, or termination of contract.

DEBARMENT / BLACKLISTING POLICY

*i. Grounds for Debarment / Blacklisting*

A contractor shall be **debarred or blacklisted** for a specified period if found involved in any of the following:

1. Persistent poor performance (overall score below 60% for three consecutive months).
2. Violation of electrical or safety norms resulting in accident, injury, or fire incident.
3. Subletting or outsourcing of the contract without written approval of the competent authority.
4. Submission of false, forged, or misleading documents (e.g., fake licenses, manpower details, experience certificates).
5. Non-compliance with directions or contractual obligations despite repeated written notices or warnings.
6. Any act of negligence, misconduct, or fraudulent activity causing loss to the department.

*ii. Procedure for Debarment*

1. **Issue of Show Cause Notice:** Contractor shall be issued a written notice, granting **15 days** to submit explanation.
2. **Review by Committee:** The matter shall be examined by the **Regional Office Review Committee** / competent authority.
3. **Decision and Duration:** Based on gravity of violation, the contractor may be **debarred or blacklisted for a period of 1–3 years**.
4. **Record of Action:** The order of debarment/blacklisting shall be circulated to all ESIC Regional Offices and posted on official records.

*iii. Consequences*

- Debarred / blacklisted firms shall be ineligible to participate in any ESIC tenders during the specified period. Performance Guarantee may be forfeited as per contract terms.
56. The soft copy of the finalized contract agreement shall be provided to the contractor by this office accordingly the contractor shall have to arrange the hard copies(printed both sides) of the agreement as below:-
    - a) One full copy for the contractor himself. (including GCC Clauses)
    - b) One full copy to be kept at site for ESIC visiting engineers.(including GCC Clauses)

- c) Two full Copy to be submitted to this office (including GCC Clauses)
- d) Two Copy to be submitted to this office (without GCC Clauses)

**57. Nothing extra shall be paid for the work as mentioned above from clause 1 to 56.**

**Regional Director,  
ESIC-RO-CHENNAI**

## **PARTICULAR SPECIFICATIONS FOR CIVIL WORK**

### **GENERAL**

1. The work shall be executed and measured as per metric dimensions given in the Schedule of quantities, drawings etc. (F.P.S. Units wherever indicated are for guidance only).
2. All stone aggregate and stone ballast shall be of hard stone variety to be obtained from approved quarries or any other source to be got approved from the Engineer-in-charge.
3. Sand to be used for cement concrete work, mortar for masonry and plaster work shall be of standard quality and to be got approved from the Engineer-in-charge and screened as required. The same shall consist of hard siliceous material. It shall be clean sand.
4. Unless otherwise specified in the schedule of quantities, the rate of all items of the work shall be considered as inclusive of pumping out or bailing out water, if required, for which no extra payment will be made. This will include water encountered from any source, such as rains, floods, sub-soil water table being high or due to any other cause whatsoever.
5. All the materials required to be tested shall be tested as per provisions of the relevant I.S. Codes. Should there be any difference between acceptance CRITERIA given in I.S. Codes, C.P.W.D. specifications and special conditions, the acceptance CRITERIA shall be in the following order of precedence:
  - a. Special conditions
  - b. C.P.W.D. Specifications
  - c. I.S. Codes

### **PAINT BROUGHT BY THE CONTRACTOR**

1. The contractors shall bring sufficient quantity of paint of brand & shade approved by Engineer-in-charge prior to the commencement of work & keep it in his stores at site of work under double lock & key.
2. The paint shall be issued to the contractor from time to time according to requirements for the work in the same manner as followed for issue of cement.
3. Empty containers shall not be removed without the written permission of the Engineer-in-charge.

### **FINISHING WORK**

1. All doors, windows, floors, furniture, electric & fittings and other article shall be protect from dust, splashes and damages, sufficient covering for the day's work shall be shown to the representative of the Engineer-in-charge before the contractor will be allowed to proceed with work, splashes and dropping from white washing, Color washing, distempering, painting etc. on walls, floors, doors and windows, down take pipes furniture shall be removed by the contractor at his own cost and the surface cleaned simultaneity after the completion of the day's work in individual room/quarter or premises where the work is done, without waiting for the actual completion of all the other items of contract. In case the contractor fails to comply with this requirement the Engineer-in-charge or his authorized representative shall have the right to get this work done at the risk and cost of the contractor either departmentally or through another agency without issue of any notice to the contractor, on this account. The representative of the Engineer-in-charge will however, mention about it in the site order book before employing the labor on the job at the contractor cost.
2. The work is required in piece meal manner and be started at very short notice and be completed as per program decided as per the convenience of occupants.
3. Before starting the work a sample of required shade for paints/distemper will have to be prepared as per direction of Engineer-in-charge and got approved.
4. The contractor shall see the site conditions of existing splashes/paint marks etc. and quote rates accordingly.
5. The cleaning operation should be done within 24 hours of completion of job otherwise a recovery @ Rs.5000/- per flat shall be made.
6. 50% quantity of paints required theoretically shall be deposited by the contractor with Junior Engineer-in-charge of the site before physically start of work. The material shall be approved by the Engineer-in-charge before use. The paints drums/containers shall be identification

numbered by the Junior Engineer-in-charge. The empty drums shall not be removed from site till completion of work. After consuming this quantity, balance quantity shall also be received and used in same manner.

7. The register for internal finishing for each quarter shall be maintained by the field staff with signature of allottee in prescribed proforma. Photocopy of the register for the quarters measured for payment shall be submitted with each bill.
8. It will be the responsibility of the contractor to take direction on time from the Engineer-in-charge in advance so that the progress of the work is not affected.
9. Contractor shall be required to make arrangement for plastic cotton sheets for use at work place during execution of work to protect floors, furniture shelves etc. from splashes, dust, dirt mortars droppings etc. for which no extra payment shall be made.

### **SPECIAL CONDITIONS FOR PROCUREMENT OF CEMENT**

1. The contractor shall procure, 43 grade ordinary Portland cement conforming to IS 8112/Portland Pozzolana cement conforming to IS 1489 (Part I) as required in work from reputed manufacturers of cement, such as ACC, Ultratech, Vikram, Shree Cement, Ambuja, Jaypee Cement, Century Cement & J. K. Cement or **from any other reputed cement manufacturer having a production capacity not less than one Million tones per annum**. The tenderers may also submit a list of names of cement manufacturers which they propose to use in the work. The tender accepting authority reserves rights to accept or reject name (s) of cement manufacturer(s) which the tenderer proposes to use in the work. No change in the tendered rates will be accepted if the tender accepting authority does not accept the list of cement manufacturers, given by the tenderer fully or partially. The supply of cement shall be taken in 50 kg. Bags bearing manufacturer's name and ISI marking. Samples of cement arranged by the contractors shall be taken by the Engineer-in-Charge and got tested in accordance with provisions of relevant BIS codes. In case of test results indicate that the cement arranged by the contractor does not conform to the relevant BIS Codes, the same shall stand rejected, and it shall be removed from the site by the contractor at his own cost with a week's time of written order from the Engineer-in-Charge to do so.
2. The cement shall be brought at site in bulk supply of approximately 50 tones or as decided by the Engineer-In-Charge. The cement godown of the capacity to store a minimum of 2000 bags of cement shall be constructed by the contractor at site of work for which no extra payment shall be made.
3. Double lock provision shall be made to the door of cement godown the keys of one lock shall remain with ESIC Engineer-in-charge or his authorized representative and the keys of the other lock shall remain with the contractor. The contractors shall be responsible for the watch and ward and safety of the cement godown. The contractor shall facilitate the inspection of the cement godown by the Engineer-in-Charge at any time.
4. The cement shall be got tested by the Engineer-in-Charge and shall be used on the work only after satisfactory test results have been received. The contractor shall supply free of charge the cement required for testing including its transportation cost to testing laborites. **The cost of tests shall be borne by the contractor.**
5. The actual issue and consumption of cement on work shall be regulated and proper accounts maintained as provided in clause 10 of the contract. The theoretical consumption of cement shall be worked out as per procedure prescribed in clause 42 of the contract and shall be governed by conditions laid therein. In case of cement consumption is less than theoretical consumption including permissible variation; recovery at the rate show prescribed shall be made. In case of excess consumption no adjustment need to make.
6. Cement brought to site and cement remaining unused after completion of work shall not be removed from site without written permission of Engineer-in-Charge.
7. The damaged cement shall be removed from the site immediately by the contractor on receipt of a notice in writing form the Engineer-in-Charge. If he does not do so within three days of receipt of such notice, the Engineer-in-Charge shall get it removed at the cost of the contractor.

Signature of the Contractor

**ENCLOSURE-I**

**COMPLAINT REGISTRATION FORM**

<i>PART – I (To be filled by Complainant)</i>	
Unique Complaint No. (for the Cluster/Contract)	
Name of the Location:	
Date of Complaint:	
Time of Complaint:	
Nature of Complaint:	
Complainant's Name with Contact No:	
Signature of the Complainant with Date:	
<i>PART – II (To be submitted along with RA bills by Contractor)</i>	
Date of Completion:	
Time of Completion: From _____ To _____	
Details of work attended:	
Details of Materials used if:	
Signature of the Contractor with Date:	
Signature of the Complainant with Date:	

**ENCLOSURE-II**

**COMPLAINT REGISTER (to be filled manually)**

Sl. No.	Unique Complaint No. (for the Cluster/ Contract)	Date & Time of the Complaint	Name of Location	Details of Complaint	Signature of the Complainant with Date & Contact No.	Complaint attended Date and Time	Remarks	Signature of the Contractor with date

**ENCLOSURE-III**

**SHEET FOR SUMMARY OF COMPLAINTS (Typed Form)**

Sl. No.	Unique Complaint No. (for the Cluster/ Contract)	Date & Time of the Complaint	Details of complaint	Status of Complaint (attended/ pending)	Complaint attended Date and Time.	Signature of the Contractor with date	Remarks

**ENCLOSURE-IV**

**FORMAT FOR DISMANTELED REGISTER**

<b>Sl. No.</b>	<b>Unique Complaint No. (for the Cluster/ Contract)</b>	<b>Location</b>	<b>Details of Item dismantled and Make</b>	<b>Quantity of Item(s)</b>	<b>Weight of Item(s)</b>	<b>Signature of the Contractor with date</b>	<b>Remarks</b>

**ANNEXURE 'B'**

<b>CHECKLIST FOR BILL SUBMISSION</b>		
<b>S.No</b>	<b>Document</b>	<b>Yes/No</b>
1	Covering Letter with Dated Signature including this checklist	
2	Bill Form - Form 26 Revised(2 copies)	
3	Computerized Measurement Book (Binded)	
	(i) Review Note	
	(ii) Measurement with unique complaint No.(Printed both sides)	
	(iii) Abstract of Cost (Printed both sides)	
	(iv) Blank Pages 2 nos.	
4	Copy of Complaint Register	
5	Copy of Complaint Slip duly signed by complainant	
6	Abstract/Summary of Complaints for each month with details of the Complaint, Date of Complaint, attended date, pending, if any as per the Enclosure - III format	
7	Copy of Register for dismantled Items as per the Enclosure - IV format	
7	Copy of Attendance(Biometric Attendance Sheet)	
8	Bank Statement (Proof of Payment of Wages through online)	
9	ESI Payment Receipt (as per applicability)	
10	EPF Payment Receipt (as per applicability)	
11	Extra Item Statement including Rate Analysis, if requested by ESIC	

**ANNEXURE-'A'**

**CHECK LIST OF THE DOCUMENTS TO BE SUBMITTED WITH THE TENDER**

Confirm the enclosure of all the below listed documents without which tenderer may not be eligible to participate in the tender.

<b>S. No.</b>	<b>Item</b>	<b>Confirm (Yes/No)</b>
1	EMD (mandatory for all bidders who intend to participate)	Mandatory
2	Contractors Registration Certificate with Central or State Government Departments/Central or State Government Undertakings dealing with Buildings and Roads with appropriate class and category along with Technical Bid Format -I.	Mandatory
3	Experience Certificate in similar works with Central or State Government Departments/Central or State Government Undertakings dealing with Buildings and Roads with appropriate class and category along with Technical Bid Format –II..	Mandatory
4	Copy of PAN Card & IT Statement of last 3 years	Mandatory
5	Audited Balance sheet of last three years with details of annual turnover , profit/loss account etc. along with Technical Bid Format - III	Mandatory
6	Undertaking, Solvency and Affidavit (as per NIT)	Mandatory
7	GST Registration Certificate copy with last 6 months payment receipts	Mandatory
8	ESI & EPF Registration certificate copy with last 6 months payment receipts.	As per applicability

**Note: All the above documents shall be signed with bidder's/company's seal.**

Signature of the Contractor:

Date:

Place:

Full Name:

Company Seal:

**FORM OF PERFORMANCE SECURITY (GUARANTEE)**  
**BANK GUARANTEE BOND**

In consideration of the Director General, ESI Corporation (hereinafter called "ESIC") having offered to accept the terms and conditions of the proposed Agreement between..... and ..... (Hereinafter called "the said contractors") for the work ..... (Hereafter called "the said Agreement") having agreed to production of an irrevocable Bank Guarantee for Rs. .... (Rupees.....) as a security/guarantee from the contractor(s) for compliance of his obligations in accordance with the terms & conditions in the said agreement,

1) We ..... (Hereinafter referred to as "the Bank") hereby undertake to pay to (indicate the name of the Bank) ESIC an amount not exceeding Rs. .... (Rupees ..... only) on demand by the ESIC.

2) We ..... do hereby undertake to pay the amounts due and payable under (Indicate the name of the Bank)

This Guarantee without any demure, merely on a demand from the ESIC stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor(s). Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. .... (Rupees only).

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

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

4). We ..... further agree that the guarantee herein (Indicate the name of the Bank)

contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the ESIC 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 ESIC certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee.

5) We ..... further agree with the ESIC that the ESIC (Indicate the name of the Bank)

shall have the fullest liberty without our consent and without effecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by ESIC against the said contractor (s) and to for bear 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 fore any forbearance, act of omission on the part of ESIC or any indulgence by ESIC 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 with the (Indicate the name of the Bank)

Previous consent of ESIC in writing that this guarantee shall be valid upto \_\_\_\_\_. Unless extended on demand by ESIC. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. \_\_\_\_\_ (Rs. \_\_\_\_\_ 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 bank)

**FORM OF EARNEST MONEY (BANK GUARANTEE)**

WHEREAS, contractor..... (Name of contractor) (Hereinafter called "the contractor") has submitted his tender dated..... (Date) for the construction of..... (Name of work) (Hereinafter called "the Tender")

KNOW ALL PEOPLE by these presents that we..... (Name of bank) having our registered office at..... (Hereinafter called "the Bank") are bound unto the Regional Director, ESIC, Chennai, in the sum of Rs. (Rs. in words ..... ) for which payment well and truly to be made to the said the Regional Director, ESIC, Chennai the Bank binds itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this.....day of .....20....

THE CONDITIONS of this obligation are:

- (1) If after tender opening the Contractor withdraws, his tender during the period of validity of tender (including extended validity of tender) specified in the Form of Tender;
- (2) If the contractor having been notified of the acceptance of his tender by the Regional Director, ESIC, Chennai
  - (a) Fails or refuses to execute the Form of Agreement in accordance with the Instructions to contractor, if required; OR
  - (b) Fails or refuses to furnish the Performance Guarantee, in accordance with the provisions of tender document and Instructions to contractor, OR
  - (c) Fails or refuses to start the work, in accordance with the provisions of the contract and Instructions to contractor, OR
  - (d) Fails or refuses to submit fresh Bank Guarantee of an equal amount of this Bank Guarantee, against Security Deposit after award of contract.

We undertake to pay to the Engineer-in-Charge either up to the above amount or part thereof upon receipt of his first written demand, without the Engineer-in-Charge having to substantiate his demand, provided that in his demand the Engineer-in-Charge will note that the amount claimed by him is due to him owing to the occurrence of one or any of the above conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date\* ..... after the deadline for submission of tender as such deadline is stated in the Instructions to contractor or as it may be extended by the Engineer-in-Charge, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

DATE .....

SIGNATURE OF THE BANK  
SEAL

WITNESS.....

**(SIGNATURE, NAME AND ADDRESS)**

**\*Date to be worked out on the basis of validity period of 6 months from last date of receipt of tender.**

**TECHNICAL BID FORMAT 'I'**  
**STRUCTURE & ORGANISATION**

1. Name & address of the bidder
2. Telephone no./Telex no./Fax no.
3. Contact Details of the authorized personnel
4. Legal status of the bidder (attached copies of original document defining the legal status)
  - (a) An Individual
  - (b) A proprietary firm
  - (c) A firm in partnership
  - (d) A limited company of Corporation
5. Particulars of registration with various Government Bodies / Departments / Organization (attached attested photocopy):

**Organization Name & Place of Registration**

**Registration No.**

- 1.
- 2.
- 3.
6. Names and titles of Directors & Officers with designation associated with this work.
7. Designation of individuals authorized to act for the organization for this work.
8. Has the bidder or any constituent partner in case of partnership firm, ever been convicted by a court of law? if so, give details.
9. Any other information considered necessary with regard to this bid and for establishing the eligibility of the bidder.

**Signature of the Bidder**  
**Seal of the Bidder**

**TECHNICAL BID FORMAT-II**  
**EXPERIENCE OF CONTRACTOR**

(Experience in relevant works completed during last seven years).

S.No	Name of the work and location	Name of Organization	Cost of work in corers of Rs.	Date of commencement as per contract	Stipulated date of completion	Actual date of completion	Litigation/ Arbitration cases pending with details*	Name and contact details of concerned officer of the organization	Whether work was done on back to back basis Yes/No
1	2	3	4	5	6	7	8	9	10

\* Including gross amount claimed and amount awarded by the Arbitrator

**Signature of the Contractor**

**TECHNICAL BID FORMAT-III**  
**FINANCIAL INFORMATION**

Name of the Firm / Contractor: .....

S.No	Particulars	Financial Year		
		2022-23	2023-24	2024-25
1	Gross annual turnover on Civil works (in lakh Rupees)			

Financial year	2020-21	2021-22	2022-23	2023-24	2024-25
Annual Profit/Loss (in lakh Rupees)					

Signature of Chartered Accountant with Seal.

Signature(s) of Bidder(s)  
Seal of the Bidder

## CONTRACT AGREEMENT

This Agreement (hereinafter referred to as the “Contract Agreement”) is made on \_\_\_\_\_ between **Employees State Insurance Corporation, 143, Sterling Road, Nungambakkam, Chennai-600034** (hereinafter call the ‘Client’ or “ESIC”, which expression shall unless repugnant to the context or meaning thereof, include its administrators, successors and permitted assigns) of the One Part and \_\_\_\_\_(hereinafter called the ‘Contractor’ which expression shall unless repugnant to the context or meaning thereof, include its administrators, successors and permitted assigns) of the Other Part ( the client and the Contractor are hereinafter collectively referred to as “Parties” and singly as “ESIC and \_\_\_\_\_” respectively).

Whereas

- A. The Client is desirous of getting its Residential / Non Residential Buildings premises / complexes maintained so as to ensure uninterrupted services to ESIC facilities through competent and eligible Agencies / Firms of repute in this field. The main scope of the work is described in Client’s requirements.
- B. The Contractor has participated in the bidding process (conducted by the Client through e-tendering mode) based on their professional expertise and having possessed the required technical competence and financial capability for fulfilling the requirements of the Client.
- C. The Client after due evaluation of the bids against the e-tenders floated in Central Procurement Portal vide bid ID No: \_\_\_\_\_ has agreed to award the contract for the \_\_\_\_\_ work of “\_\_\_\_\_” vide award letter No: \_\_, \_\_\_\_\_ **Dated:** \_\_\_\_\_ to M/s \_\_\_\_\_ subject to and on terms and conditions set forth in this Contract Agreement.

**NOW THEREFORE, THE PARTIES HERETO HEREBY AGREE AND THIS CONTRACT WITNESSTHAS FOLLOWS:**

### **1. Definitions and Interpretation**

In the Contract, the following words and expressions shall have the meanings hereby assigned to them except where the context otherwise requires:

- (i) “Employer” means the ESIC and the legal successors in title to ESIC.
- (ii) “Engineer” means the person appointed by ESIC to act as Engineer for the purposes of the Contract.
- (iii) “Contractor” / bidders / Tenderer means an individual or firms (proprietary or partnership) whether incorporated or not, that has entered into contract (with the

employer) and shall include his / its heirs, legal representatives, successors and assigns. Changes in the constitution of the firm, if any shall be immediately notified to the employer, in writing and approval obtained for continued performance of the contract.

- (iv) Market Rate shall be the rate as decided by the Engineer on the basis of the cost of the materials and labour at the site where the work is to be executed plus the percentage to cover all overheads and profits.
- (v) “Contract” shall mean this Contract Agreement together with all Appendices and other relevant documents in accordance with the provisions contained in this regard in this Contract.
- (vi) “Contract Price” shall mean the quoted price / amount by the Contractor in the financial bid and agreed between the Parties.
- (vii) “Drawings” means all the completion drawings, calculations and technical information of a like nature provided by the Engineer to be Contractor under the Contract and all drawings, calculations, samples, patterns, model Repair and Repair and Maintenance manuals and other technical information of a like nature submitted by the contractor and approved by the Engineer.
- (viii) “Bill of Quantities” means the priced and completed bill of quantities Forming part of the tender / bid.
- (ix) “Tender” means the Contractor’s priced offer to the Client for the execution and completion of the works and the remedying of any defects therein in accordance with the provisions of the contract, as accepted by the Letter of Acceptance. The work Tender is synonymous with “Bid” and the words “Tender Documents” with “Bidding Documents”.
- (x) Client’s Requirements shall mean the broad requirements of ESIC set forth in Tender document and which in relation to the ARM work, are required to be fulfilled and complied with by the Contractor in terms of this Contract.
- (xi) General Conditions of Contract or GCC shall mean the General Conditions of Contract as set forth in **CPWD General Conditions of Contract 2023- Maintenance Works**

## **2. Time for Completion**

The Repair and Maintenance work (**ARM-Civil**) shall be for a period of one year (12 months) or as mentioned in the letter of commencement and shall start from the date issue of letter commencement and shall stand terminated after the expiry of one year unless it is mutually extended.

**3. Extension of Time for Completion**

The Repair and Maintenance contract may be extended on the written mutual consent of both Employer and Contractor for a further period of one year. However, employer reserves its right to terminate the Repair and Repair and Maintenance contract by giving 15 days' notice at any time during the currency of the contract if the services of the agency are not satisfactory as per the opinion of employer or its representative. No escalation payment shall be made by ESIC either during initial contract period of one year or in extended period and the work shall have carried out by the Contractor as the same price / cost as quoted by higher earlier under the ambit of the Contract Agreement.

4. ARM work shall mean the sum of the obligations and works to be performed and undertaken by the contractor including planning, safety precautions, required tools, tackles and plants and the completion of individual item of work in all respects under and in accordance with the Contract and shall include all materials and things to be supplied / done and services and activities to be performed or provided by or which may be reasonably implied there from and necessary for execution and completion of the work by the Contractor pursuant to and in accordance with this Contract.

5. No modifications or amendment to this Contract including any of the Appendices hereto shall be valid and effectual unless expressly agreed as an amendment thereto and is in writing and dated and duly executed by the authorized representatives of the Parties thereto.

6. This Contract Agreement and the following documents attached here to shall be deemed to form an Integral part of this contract

- (i) This Contract Agreement
- (ii) Instructions to Bidders
- (iii) Integrity pact/ Agreement
- (iv) Undertaking on GCC of CPWD
- (v) Technical and Financial Bids
- (vi) undertaking on compliance of Labour Laws

7. This Contract Agreement and all the documents forming part of this Contract and related to this work, are to be taken as mutually explanatory and unless otherwise expressly provided in this Contract Agreement, the priority between this Contract Agreement and other documents forming part hereof shall, in the event of any conflict and inconsistency between them, be in the following order:

- (i) This Contract Agreement
- (ii) ESIC Requirements
- (iii) Particular Conditions Contract.
- (iv) Financial Bid / BOQ
- (v) GCC 2023 of CPWD

8. Execution of the Works: The Contractor agrees and undertakes to execute the **ARM (Civil)** work, complete in all respects, under and in accordance with this Contract.

9. Rights and Obligations of the Parties

The mutual rights and obligations of the Client and the Contractor shall, without prejudice to the following, be as set forth in the Contract:

a) In consideration of the payments agreed to be made by the Client to the Contractor as set forth in this Contract, the Contractor hereby covenants with the Client and agrees and undertakes to perform the Works including planning, designing, and executing the whole or part of the work by using required tools, tackles and plants and by observing due safety precautions for completing the assignment / the work in all respects with due diligence and to remedy any defects or deficiencies therein, in accordance with the provisions of the Contract ;

and

b) The Client hereby covenants to pay to the Contractor in consideration of his performance in terms and under this Contract, the contract price at the times and in the manner prescribed in the Contract.

10. With reference to the Contract Price, the Contractor acknowledges and confirms that

a) The prices quoted by the Contractor in the financial bids to this Contract are firm and fixed and not subject to any escalation and is inclusive of all applicable taxes, levies, cess etc.

b) All taxes on the income of the Contract shall be borne and be the liability of the Contractor and the Client shall not be liable for the same in any manner whatsoever.

11. Effective Date. Furnishing of the Performance Guarantee by the Contractor to the Client in accordance with PCC; and Signing of the Contract Agreement by the Client and the Contractor.

The Contract shall be effective on and from the date on which all of the following conditions have been fulfilled:

12. DISCLAIMER

It is expressly understood and agreed by and between the Contractor and the client that the Client is entering into this Contract solely on its own behalf and not on behalf of any other person or entity. In particular it is expressly understood and agreed that the Government of India is not a party to this Contract and has no liabilities, obligations or rights hereunder. It is expressly understood and agreed that the Client is an Independent Legal entity with power and authority to enter into contracts solely on its own account under the applicable laws. The Contractor expressly agrees, acknowledges and understands that the Client is not an agent, representative or delegate of the Government of India. It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the Contract. Accordingly, the Contractor expressly waives, releases and foregoes any and

all actions or claims, including cross claims, impleader claims or counter claims against the Government of India arising out of this Contract and covenants not to sue the Government of India as to any claim, cause of action or thing whatsoever arising out of or under this Contract.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of ESIC

For an on behalf of \_\_\_\_\_

.....

Name:

Name:

Designation:

Designation:

Address:

Address:

Official Seal:

Official Seal:

Witness:

Witness:

Signature: .....

Signature:

.....

Name:

Name:

Address:

Address:

**Schedule Of Quantity**

<b>Item No.</b>	<b>Description of Item</b>	<b>Qty</b>	<b>Unit</b>	<b>Rate</b>	<b>Amount</b>
	<b>Earth Work</b>				
1	Earth work in surface excavation not exceeding 30 cm in depth but exceeding 1.5 m in width as well as 10 sqm on plan including getting out and disposal of excavated earth upto 50 m and lift upto 1.5 m, as directed by Engineer-in-Charge: All kind of soil	22.50	cum	150.34	3382.61
2	Earth work in excavation by mechanical means (Hydraulic excavator)/ manual means over areas (exceeding 30 cm in depth, 1.5 m in width as well as 10 sqm on plan) including getting out and disposal of excavated earth lead upto 50 m and lift upto 1.5 m, as directed by Engineer-in charge. - All kinds of soil	30.00	cum	205.55	6166.64
3	Excavating trenches of required width for pipes, cables, etc including excavation for sockets, and dressing of sides, ramming of bottoms, depth upto 1.5m, including getting out the excavated soil, and then returning the soil as required, in layers not exceeding 20cm in depth, including consoli-dating each deposited layer by ramming, watering, etc. and disposing of surplus excavated soil as directed, within a lead of 50m : All kinds of soil Pipes, cables etc. Pipes, cables etc, not exceeding 80 mm dia.	40.00	metre	249.65	9986.05
4	Filling available excavated earth (excluding rock) in trenches, plinth, sides of foundations etc. in layers not exceeding 20cm in depth, consolidating each deposited layer by ramming and watering, lead up to 50 m and lift upto 1.5 m.	20.00	cum	226.94	4538.72
5	Excavating, supplying and filling of local earth (including royalty) by mechanical transport upto a lead of 5km also including ramming and watering of the earth in layers not exceeding 20 cm in trenches, plinth, sides of foundation etc. complete.	8.00	cum	821.62	6573.00
6	Surface dressing of the ground including removing vegetation and in- qualities not exceeding 15 cm deep and disposal of rubbish, lead up to 50 m and lift up to 1.5 m: All kinds of soil	150.00	sqm	39.52	5928.66
7	Supplying chemical emulsion in sealed containers including delivery as specified: Chlorpyriphos emulsifiable concentrate of 20%	35.00	litre	271.80	9513.09

8	Diluting and injecting chemical emulsion for POST-CONSTRUCTIONAL anti-termite treatment (excluding the cost of chemical emulsion) : Treatment of existing masonry using chemical emulsion @ one litre per hole at 300 mm interval including drilling holes at 45 degree and plugging them with cement mortar 1:2 (1 cement : 2 coarse sand) to the full depth of the hole :With Chlorpyriphos E.C. 20% with 1% concentration	180.00	metre	49.80	8964.26
9	Diluting and injecting chemical emulsion for POST-CONSTRUCTIONAL anti-termite treatment (excluding the cost of chemical emulsion) : Treatment at points of contact of wood work by chemical emulsion Chlorpyriphos (in oil or kerosene based solution) @ 0.5 litres per hole by drilling 6 mm dia holes at downward angle of 45 degree at 150 mm centre to centre and sealing the same.	25.00	metre	323.88	8096.93
<b>Concrete Work</b>					
10	Providing and laying in position cement concrete of specified grade excluding the cost of centering and shuttering - All work up to plinth level: 1:5:10 (1 cement : 5 coarse sand (zone-III) derived from natural sources : 10 graded stone aggregate 40 mm nominal size derived from natural sources)	1.20	cum	7547.96	9057.55
11	Providing and laying in position cement concrete of specified grade excluding the cost of centering and shuttering - All work up to plinth level: 1:2:4 (1 cement : 2 coarse sand (zone-III) derived from natural sources : 4 graded stone aggregate 20 mm nominal size derived from natural sources)	1.00	cum	9122.62	9122.62
12	Making plinth protection 50mm thick of cement concrete 1:3:6 (1 cement: 3 coarse sand : 6 graded stone aggregate 20mm nominal size) over 75mm thick bed of dry brick ballast 40mm nominal size, well rammed and consolidated and grouted with fine sand, including necessary excavation, levelling & dressing & finishing the top smooth.	12.00	sqm	867.62	10411.42
<b>Reinforced Cement Concrete</b>					
<b>(Carpenter/Fitter work for item no. 14 to be carried out by departmental labour)</b>					
13	Reinforced cement concrete work in beams, suspended floors, roofs having slope up to 15° landings, balconies, shelves, chajjas, lintels,bands, plain window sills, staircases and spiral stair cases above plinth level up to floor five level, excluding the cost of centering, shuttering, finishing and reinforcement with 1:1.5:3 (1 cement : 1.5 coarse sand(zone-III) derived from natural sources : 3 graded stone aggregate 20 mm nominal size derived from natural sources).	1.00	cum	13322.35	13322.35
14	Centering and shuttering including strutting, propping etc. and removal of form for: Lintels, beams, plinth beams, girders, bressumers and cantilevers	10.00	sqm	888.37	8883.75

15	Steel reinforcement for R.C.C. work including straightening, cutting, bending, placing in position and binding all complete above plinth level. Thermo-Mechanically Treated bars of grade Fe-500D or more.	80.00	kg	124.87	9989.95
<b>Masonry Work</b>					
16	Brick work with common burnt clay F.P.S. (non modular) bricks of class designation 7.5 in superstructure above plinth level upto floor V level in all shapes and sizes in: Cement mortar 1:6 (1 cement : 6 coarse sand)	1.00	cum	10543.8 8	10549.15
17	Half brick masonry with common burnt clay F.P.S. (non modular) bricks of class designation 7.5 in superstructure above plinth level upto floor V level. Cement mortar 1:4 (1 cement :4 coarse sand)	6.00	sqm	1301.27	7807.62
18	Brick edging 7cm wide 11.4 cm deep to plinth protection with common burnt clay F.P.S. (non modular) bricks of class designation 7.5 including grouting with cement mortar 1:4 (1 cement : 4 fine sand).	120.00	metre	70.47	8456.02
<b>Cladding Work</b>					
19	Providing and fixing 18mm thick gang saw cut, mirror polished, premoulded and prepolished, machine cut for kitchen platforms, vanity counters, window sills, facias and similar locations of required size, approved shade, colour and texture laid over 20mm thick base cement mortar 1:4 (1 cement : 4 coarse sand), joints treated with white cement, mixed with matching pigment, epoxy touch ups, including rubbing, curing, moulding and polishing to edges to give high gloss finish etc. complete at all levels. Granite stone slab of all colour and texture except black, Cherry/ Ruby red: Area of slab over 0.50 sqm	2.25	sqm	4456.45	10027.01
20	Providing and fixing 75 mm high, 50 mm deep and 18 mm thick stone slab table rubbed, edges rounded and polished, fixed in urinal partitions by cutting a chase of appropriate width with chase cutter and embedding the stone in the chase with epoxy grout or with cement concrete 1:2:4 (1 cement : 2 coarse sand : 4 graded stone aggregate 6 mm nominal size) as per direction of Engineer-in-charge and finished smooth: Granite Stone of approved shade.	2.00	sqm	4691.68	9383.36
21	Providing and fixing 1st quality ceramic glazed wall tiles conforming to IS: 15622 (thickness to be specified by the manufacturer), of approved make, in all colours, shades except burgundy, bottle green, black of any size as approved by Engineer-in-Charge, in skirting, risers of steps and dados, over 12 mm thick bed of cement mortar 1:3 (1 cement : 3 coarse sand) and jointing with grey cement slurry @ 3.3kg per sqm, including pointing in white cement mixed with pigment of matching shade complete.	10.80	sqm	1468.17	15856.22
<b>Wood and PVC Work</b>					

(Carpenter/Fitter work for item no. 22, 23, 24, 27 and 29 to 44 to be carried out by departmental labour)					
22	Providing wood work in frames of doors, windows, clerestory windows and other frames, wrought framed and fixed in position with hold fast lugs or with dash fasteners of required dia & length (hold fast lugs or dash fastener shall be paid for separately). Second class teak wood	0.10	cum	137288.65	13728.86
23	Providing and fixing panelled or panelled and glazed shutters for doors, windows and clerestory windows, fixing with butt hinges of required size with necessary screws, excluding panelling which will be paid for separately, all complete as per direction of Engineer-in-charge. (Note: Butt hinges and necessary screws shall be paid separately):Second class teak wood:30 mm thick shutters	3.00	sqm	3142.97	9428.91
24	Providing and fixing ISI marked flush door shutters conforming to IS : 2202 (Part I) non-decorative type, core of block board construction with frame of 1st class hard wood and well matched commercial 3 ply veneering with vertical grains or cross bands and face veneers on both faces of shutters: 30 mm thick including ISI marked Stainless Steel butt hinges with necessary screws	4.00	sqm	2162.20	8648.81
25	Providing and fixing nickel plated M.S. pipe curtain rods with nickel plated brackets :20 mm dia (heavy type)	40.00	metre	202.64	8105.79
26	Providing and fixing M.S. grills of required pattern in frames of windows etc. with M.S. flats, square or round bars etc. including priming coat with approved steel primer all complete. Fixed to openings /wooden frames with rawl plugs screws etc	30.00	kg	276.00	8280.14
27	Providing and fixing fly proof galvanized M.S. wire gauge to windows and clerestory windows using wire gauge with average width of aperture 1.4 mm in both directions with wire of dia 0.63 mm all complete:With 12 mm mild steel U beading	10.00	sqm	799.46	7994.55
28	Providing and fixing of 40x5 mm flat iron hold fast 400 mm long including fixing to frame with 10 mm diameter bolts, nuts and wooden plugs and embedding in cement concrete block 300x100x150 mm 1:3:6 mix (1 cement : 3 coarse sand : 6 graded stone aggregate 20mm nominal size).	20.00	each	265.00	5300.03
29	Providing and fixing ISI marked oxidised M.S. sliding door bolts with nuts and screws etc. complete : (copper oxidized as per IS: 1378): 250x16 mm	10.00	each	190.67	1906.67
30	Providing and fixing ISI marked oxidised M.S. tower bolt black finish, (Barrel type) with necessary screws etc. complete : (copper oxidized as per IS: 1378): 200x10 mm	30.00	each	66.91	2007.37

31	Providing and fixing ISI marked oxidised M.S. tower bolt black finish, (Barrel type) with necessary screws etc. complete : (copper oxidized as per IS: 1378): 100x10 mm	21.00	each	40.56	851.67
32	Providing and fixing IS : 12817 marked stainless steel butt hinges with stainless steel screws etc. complete :125x64x1.90 mm	20.00	each	118.02	2360.36
33	Providing and fixing IS : 12817 marked stainless steel butt hinges with stainless steel screws etc. complete :50x37x1.50 mm	30.00	each	39.88	1196.26
34	Providing and fixing bright finished brass 100 mm mortice latch and lock with 6 levers and a pair of lever handles of approved quality with necessary screws etc. complete.	5.00	each	738.42	3692.09
35	Providing and fixing aluminium hanging floor door stopper, ISI marked, anodised (anodic coating not less than grade AC 10 as per IS : 1868) transparent or dyed to required colour and shade, with necessary screws etc. complete. Single rubber stopper	10.00	each	136.43	1364.28
36	Providing and fixing aluminium die cast body tubular type universal hydraulic door closer (having brand logo with ISI, IS : 3564, embossed on the body, door weight upto 35 kg and door width upto 700 mm), with necessary accessories and screws etc. complete.	5.00	each	1168.04	5840.18
37	Providing and fixing chromium plated brass handles with necessary screws etc. complete: 100 mm	25.00	each	229.97	5749.31
38	Providing and fixing PTMT handles with necessary screws etc. complete: 125x34x24 mm weighing not less than 23 gms	36.00	each	41.68	1500.33
39	Providing and fixing factory made P.V.C. door frame of size 50x47 mm with a wall thickness of 5 mm, made out of extruded 5mm rigid PVC foam sheet, mitred at corners and joined with 2 Nos of 150mm long brackets of 15x15mm M.S. square tube, the vertical door frame profiles to be reinforced with 19x19mm M.S. square tube of 19 gauge, EPDM rubber gasket weather seal to be provided through out the frame. The door frame to be fixed to the wall using M.S. screws of 65/100mm size, complete as per manufacturer's specification and direction of Engineer-in- Charge.	20.00	metre	528.16	10563.11

40	Providing and fixing factory made panel PVC door shutter consisting of frame made out of M.S. tubes of 19 gauge thickness and size of 19mm x 19mm for styles and 15x15mm for top & bottom rails. M.S. frames shall have a coat of steel primers of approved make and manufacture. M.S. frame covered with 5mm thick heat moulded PVC 'C' channel of size 30mm thickness, 70mm width out of which 50 mm shall be flat and 20mm shall be tapered in 45 degree angle on both side forming styles and 5mm thick, 95mm wide PVC sheet out of which 75mm shall be flat and 20mm shall be tapered in 45 degree on the inner side to form top and bottom rail and 115mm wide PVC sheet out of which 75mm shall be flat and 20mm shall be tapered on both sides to form lock rail. Top, bottom and lock rails shall be provided both side of the panel. 10mm (5mm x 2) thick, 20mm wide cross PVC sheet be provided as gap insert for top rail & bottom rail, paneling of 5mm thick both side PVC sheet to be fitted in the M.S. frame welded/sealed to the styles & rails with 7mm (5mm+2mm) thick x 15mm wide PVC sheet beading on inner side, and joined together with solvent cement adhesive. An additional 5mm thick PVC strip of 20mm width is to be stuck on the interior side of the 'C' Channel using PVC solvent adhesive etc. complete as per direction of Engineer-in-charge, manufacturer's specification & drawing. 30mm thick plain PVC door shutters	6.00	sqm	3448.33	20689.95
41	Providing & Fixing decorative high pressure laminated sheet of plain /wood grain in gloss / matt/ suede finish with high density protective surface layer and reverse side of adhesive bonding quality conforming to IS : 2046 Type S, including cost of adhesive of approved quality:1.0 mm thick	14.00	Sqm	891.25	12477.44
42	Providing and fixing cup board shutters 25 mm thick, with Pre-laminated flat pressed three layer particle board or graded wood particle board IS: 12823 marked, exterior grade (Grade I/Type II), having one side decorative lamination and other side balancing lamination, including IIInd class teak wood lipping of 25 mm wide x12 mm thick with necessary screws and bright finished stainless steel piano hinges, complete as per direction of the Engineer-in-Charge	6.00	sqm	2335.87	14015.23
43	Providing and fixing fly proof stainless steel grade 304 wire gauge, to windows and clerestory windows using wire gauge with average width of aperture 1.4 mm in both directions with wire of dia. 0.50 mm all complete. With 12 mm mild steel U beading	12.00	sqm	1133.89	13606.64

44	Providing and fixing plain lining with necessary screws/nuts & bolts/ nails, including a coat of approved primer on one face, and fixed on wooden /steel frame work, complete as per direction of Engineer-in-charge (Frame work shall be paid for separately):12mm thick commercial ply conforming to IS : 1328 BWR type	12.00	Sqm	1237.32	14847.86
<b>Steel Work</b>					
45	Providing and fixing 1mm thick M.S. sheet door with frame of 40x40x6 mm angle iron and 3 mm M.S. gusset plates at the junctions and corners, all necessary fittings complete, including applying a priming coat of approved steel primer: Using M.S. angels 40x40x6 mm for diagonal braces	6.00	sqm	6720.91	40325.47
46	Steel work in built up tubular (round, square or rectangular hollow tubes etc.) trusses etc., including cutting, hoisting, fixing in position and applying a priming coat of approved steel primer, including welding and bolted with special shaped washers etc. complete: Hot finished welded type tubes	80.00	kg	225.10	18008.08
47	Steel work welded in built up sections/ framed work including cutting, hoisting,fixing in position and applying a priming coat of approved steel primer using structural steel etc. as required. In gratings, frames, guard bar, ladder, railings, brackets, gates and similar works.	55.00	kg	199.87	10993.06
<b>Flooring</b>					
48	Providing and laying Ceramic glazed floor tiles of size 300x300 mm (thickness to be specified by the manufacturer), of 1st quality conforming to IS : 15622, of approved make, in all colours, shades, except White, Ivory, Grey, Fume Red Brown, laid on 20 mm thick bed of cement mortar 1:4 (1 Cement : 4 Coarse sand), jointing with grey cement slurry @ 3.3 kg/ sq.m including pointing the joints with white cement and matching pigments etc., complete.	15.00	sqm	1523.00	22845.01
49	Providing and laying vitrified floor tiles in different sizes (thickness to be specified by the manufacturer) with water absorption less than 0.08% and conforming to IS: 15622, of approved make, in all colours and shades, laid on 20mm thick cement mortar 1:4 (1 cement : 4 coarse sand), jointing with grey cement slurry @ 3.3 kg/ sqm including grouting the joints with white cement and matching pigments etc., complete: Size of Tile 600x600 mm	26.00	sqm	1798.77	46768.04
50	Deduct for not using 20 mm thick cement mortar 1:4 (1 cement : 4 coarse sand) bedding in laying of floor tiles and jointing with grey cement slurry @ 3.3 kg/ sqm.	26.00	sqm	984.35	-25593.08
51	Fixing glazed/ Ceramic/ Vitrified floor tiles with cement based high polymermodified quick-set tile adhesive (Water based) conforming to IS: 15477,in average 3mm thickness	26.00	sqm	872.18	22676.58

52	Grouting the joints of flooring tiles having joints of 3 mm width, using epoxy grout mix of 0.70 kg of organic coated filler of desired shade (0.10 kg of hardener and 0.20 kg of resin per kg), including filling / grouting and finishing complete as per direction of Engineer-in-charge: Size of Tile 600x600 mm	54.00	sqm	357.84	19323.38
53	Deduct for not grouting the joints with white cement and matching pigment in the items of fixing of vitrified tiles	54.00	sqm	15.41	-831.93
<b>Roofing</b>					
<b>(Plumber/Carpenter/Fitter work for item no. 56 to 59 to be carried out by departmental labour)</b>					
54	Providing and laying pressed clay tiles (as per approved pattern 20 mm nominal thickness of approved size) on roofs jointed with cement mortar 1:4 (1 cement : 4 coarse sand) mixed with 2% integral water proofing compound, laid over a bed of 20 mm thick cement mortar 1:4 (1 cement : 4 coarse sand) and finished neat complete.	18.00	sqm	821.83	14793.02
55	Making khurras 45x45 cm with average minimum thickness of 5 cm cement concrete 1:2:4 (1 cement : 2 coarse sand : 4 graded stone aggregate of 20 mm nominal size) over P.V.C. sheet 1 m x1 m x 400 micron, finished with 12 mm cement plaster 1:3 (1 cement : 3 coarse sand) and a coat of neat cement, rounding the edges and making and finishing the outlet complete	24.00	each	345.34	8288.07
56	Providing and fixing unplasticised -PVC pipe clips of approved design to unplasticised - PVC rain water pipes by means of 50x50x50 mm hard wood plugs, screwed with M.S. screws of required length, including cutting brick work and fixing in cement mortar 1:4 (1 cement : 4 coarse sand) and making good the wall etc. complete:75 mm	15.00	each	391.32	5869.73
57	Providing and fixing unplasticised -PVC pipe clips of approved design to unplasticised - PVC rain water pipes by means of 50x50x50 mm hard wood plugs, screwed with M.S. screws of required length, including cutting brick work and fixing in cement mortar 1:4 (1 cement : 4 coarse sand) and making good the wall etc. complete:110 mm	20.00	each	392.96	7859.25
58	Providing and fixing to the inlet mouth of rain water pipe cast iron grating 15 cm diameter and weighing not less than 440 grams.	40.00	each	63.33	2533.08

59	Providing and fixing precoated galvanised iron profile sheets (size, shape and pitch of corrugation as approved by Engineer-in-charge) 0.50mm (+0.05%) total coated thickness with zinc coating 120 grams per sqm as per IS: 277, in 240 mpa steel grade, 5-7 microns epoxy primer on both side of the sheet and polyester top coat 15-18 microns. Sheet should have protective guard film of 25 microns minimum to avoid scratches during transportation and should be supplied in single length upto 12 metre or as desired by Engineer-in-charge. The sheet shall be fixed using self drilling/self tapping screws of size (5.5x55 mm) with EPDM seal, complete upto any pitch in horizontal/vertical or curved surfaces, excluding the cost of purlins, rafters and trusses and including cutting to size and shape wherever required.	24.00	sqm	797.21	19133.06
<b>Finishing</b>					
(Sewerman work for item no. 71 and Carpenter work for item no.76 to be carried out by departmental labour)					
60	Providing 12 mm cement plaster of mix : 1:6 (1 cement: 4 Fine sand)	35.00	sqm	385.97	13509.04
61	Providing 15 mm cement plaster on rough side of single or half brick wall of mix: 1:4 (1 cement: 4 Fine sand)	40.00	sqm	462.50	18500.09
62	Finishing walls with Acrylic Smooth exterior paint of required shade :New work (Two or more coat applied @ 1.67 ltr/10 sqm over and including priming coat of exterior primer applied @ 2.20 kg/10 sqm)	3250.00	sqm	185.97	604397.67
63	Distempering with 1st quality acrylic distemper (ready made) having VOC content less than 50 gm per ltr. of approved manufacturer and of required shade and colour complete. as per manufacturer's specification. One or more coats on old work	1327.26	sqm	72.58	96331.27
64	Applying priming coats with primer of approved brand and manufacture, having low VOC (Volatile Organic Compound ) content:With water thinnable cement primer on wall surface having VOC content less than 50 grams/litre	248.26	sqm	85.64	21261.71
65	Painting with synthetic enamel paint of approved brand and manufacture of required colour to give an even shade: One or more coats on old work	358.20	sqm	119.02	42631.31
66	Providing and Applying Acrylic Co Polymer single component specially designed waterproof protective coating that prevents damp patches on walls without any dilution at rate of 0.25kg/m2 in 2 coats to achieve total dry film thickness of 170 microns DFT. The material having followed technical properties: crack bridging ability up to 1mm as per EN 1062, Tensile strength $\geq$ 2N/mm2 as per ASTM D 412, adhesion strength 1.5N/mm2 as per ASTM D4541. The finished cost including surface preparation completely as per specification.	98.00	sqm	522.84	51238.41

<b>Repairs to Building</b>					
67	Repairs to plaster of thickness 12mm to 20mm in patches of area 2.5 sq. meters and under, including cutting the patch in proper shape, raking out joints and preparing and plastering the surface of the walls complete, including disposal of rubbish to the dumping ground, all complete as per directions of Engineer-In-Charge. With cement mortar 1:4 (1 cement : 4 fine sand)	38.00	sqm	633.84	24086.10
68	Renewing glass panes, with putty and nails wherever necessary including racking out the old putty:: Float glass panes of nominal thickness 4 mm (weight not less than 10kg/sqm)	16.00	sqm	1262.88	20206.08
69	Providing and fixing double scaffolding system (cuplock type) on the exterior side, upto seven story height made with 40mm dia M.S. tube 1.5m centre to centre, horizontal & vertical tubes joining with cup & lock system with M.S. tubes, M.S. tube challies, M.S. clamps and M.S. staircase system in the scaffolding for working platform etc. and maintaining it in a serviceable condition for the required duration as approved and removing it there after. The scaffolding system shall be stiffened with bracings, runners, connection with the building etc wherever required for inspection of work at required locations with essential safety features for the workmen etc. complete as per directions and approval of Engineer-in-charge. The elevational area of the scaffolding shall be measured for payment purpose .The payment will be made	56.00	sqm	391.69	21934.53
70	Cleaning of terrace/loft water storage tank (inside surface area) upto 2000 litre capacity at all heights with coconut brushes, duster etc., removal of silt, rubbish from the tank and cleaning the tank with fresh water disinfecting with bleaching powder @ 0.5gm per litre capacity of tank, including marking the date of cleaning on the side of tank body with the help of stencil and paint and disposing of malba, all complete as per direction of Engineer-in-Charge. (The old date already written on tank should be removed with paint remover or black paint and if date is not written with the stencil or old date is not removed deduction will be made @ Rs. 0.10 per litre if during cleaning any GI fittings or ball cock is damaged that is to be repaired by contractor at his own cost and nothing extra will be paid on this account)	145500.0 0	litre	0.28	40769.04
71	Cleaning and desilting of gully trap chamber, including removal of rubbish mixed with earth etc. and disposal of same, all as per the direction of Engineer-in-charge.	70.00	each	4.19	293.16

72	Cleaning of choked sewer line by diesel running vehicle mounting hydraulic operated high pressure suction cum jetting sewer cleaning machine fitted with pump having 4000 litres suction capacity and 6000 litres water jetting tank capacity including skilled operator, supervising engineer etc. for cleaning and partial desilting of manholes and dechocking of sewer lines. Dechocking and flushing of sewer line from one manhole to another by high pressure jetting system of 2200 PSI for sewer line from 150 mm dia upto 300 mm	10.00	metre	394.58	3945.81
73	Cleaning of under ground sump, Over Head R.C.C. Tank (independent staging) including disposal of slit and rubbish, all as per direction of Engineer-in-Charge. The cleaning shall consist following operations:- (i) Tank shall be emptied of water by pumping & bottom shall be cleaned of slit and other deposits.(ii) Entire surface area of the sump shall then scrubbed thoroughly with wire brush etc. and pressure washed with water. (iii) Chlorination of RCC internal surface by liquid chlorine. (iv) The treated surface shall be dried using air jetting and all loose particles shall be moved from the surface. (v) Finally the surface shall be treated with ultraviolet radiation etc. as per direction of Engineer-in-Charge.	1275.00	sqm	98.24	125261.78
74	Disconnecting damaged overhead/terrace PVC water storage tank of any size from water supply line and removing from the terrace including shifting at ground level as per direction of Engineer-in-charge.	7.00	each	367.83	2574.84
75	Dismantling W.C. Pan of all sizes including disposal of dismantled materials i/c malba all complete as per directions of Engineer-in-Charge.	27.00	each	155.29	4192.83
76	Taking out existing wooden door shutter, repair by cutting, painting etc. and refixing of repaired door shutters to existing door frames, including replacement of hinges with screws, etc. as required, all complete as per the direction of the Engineer-in-charge.	20.00	each	242.74	4854.89
77	Providing, supplying, and fixing SFRC Manhole Cover 600 × 600 mm of approved quality and make, including proper seating and alignment, complete in all respects, as directed by the Engineer-in-Charge.	10.00	each	3738.93	37389.29
78	Cutting and removing the overhanging branches of trees at any height leaning dangerously over the building including stacking serviceable materials in convenient places and disposing the unserviceable materials etc as directed by the Engineer in charge.Branches up to 30 cm girth.	60.00	each	410.55	24633.00

79	Cutting and removing the overhanging branches of trees at any height leaning dangerously over the building including stacking serviceable materials in convenient places and disposing the unserviceable materials etc as directed by the Engineer in charge.Branches from 31 to 60 m girth.	40.00	each	616.42	24656.80
80	Cutting and removing the overhanging branches of trees at any height leaning dangerously over the building including stacking serviceable materials in convenient places and disposing the unserviceable materials etc as directed by the Engineer in charge.Branches beyond 60 cm girth.	28.00	each	822.29	23024.12
81	Cleaning and desilting of storm water drain, including removal and refixing of drain covers, removal of silt, sludge, rubbish, vegetation, and debris mixed with earth, and conveying and disposing the collected material at a designated location, complete as directed by the Engineer-in-Charge.	432.00	metre	13.62	5883.74
82	Cleaning of chajja's and terrace surfaces, including removal of vegetation, organic growth, loose debris, silt, rubbish, and all surface deposits, scraping and clearing unwanted materials from the entire terrace area at any height, and conveying and disposing the collected waste to an approved dumping ground, complete as directed by the Engineer-in-Charge.	360.00	Sqm	6.62	2384.25
83	Clearing grass and bushes through Dozer/JCB including uprooting of rank vegetation, grass, brush wood, trees and saplings of girth up to 30 cm measured at a height of 1 m above ground level and removal of rubbish up to a distance of 50 m outside the periphery of the area cleared without damaging the underground water lines, sewer lines, storm water lines, gully traps, manholes, earth pits, etc. if damaged the same has been recified by contractor's own cost and risk.	170100.00	sqm	4.65	790122.32
84	Cleaning of open well of size up to 6m diameter and depth not exceeding 20m including disposal of silt and rubbish after emptying of water by pumping and bottom shall be cleaned, the entire surface area shall then have scrubbed thoroughly with wire brush and pressure washed with water etc and as directed by the Engineer in charge.	2.00	job	13842.76	27685.51
85	Cleaning of Aluminium Composite(ALCO) Panelling and Structural Glazing upto any height by using appropriate neutral detergents, rinsed with clean water and wiped with a squeegee including provision of necessary scaffolding and safety equipments as per the direction of Engineer in Charge.	840.00	sqm	222.87	187209.45

86	Cleaning of septic tank, manholes, inlet chambers and connected drainage by removing sludge, dirt and waste water, etc. including removing and refixing the cover slab and emptying the tank by truck mounted mechanically operated sucking units with a capacity of 6KL and disposing the sludge and waste water to the dumping yard approved by concern local body.	45.00	load	2076.41	93438.61
<b>Dismantling and Demolishing</b>					
87	Demolishing cement concrete manually/ by mechanical means including disposal of material within 50 metres lead as per direction of Engineer - in - charge: Nominal concrete 1:4:8 or leaner mix (i/c equivalent design mix)	2.16	cum	1741.03	3760.62
88	Demolishing R.C.C. work manually/ by mechanical means including stacking of steel bars and disposal of unserviceable material within 50 metres lead as per direction of Engineer - in- charge.	2.54	cum	4112.05	10441.32
89	Demolishing brick work manually/ by mechanical means including stacking of serviceable material and disposal of unserviceable material within 50 metres lead as per direction of Engineer-in-charge. In cement mortar	3.81	cum	2385.55	9086.08
90	Dismantling tile work in floors and roofs laid in cement mortar including stacking material within 50 metres lead. For thickness of tiles 10 mm to 25 mm	128.00	sqm	84.99	10879.10
91	Disposal of building rubbish/malba/similar unserviceable, dismantled or waste materials by mechanical means, including loading, transporting, unloading to approved municipal dumping ground or as approved by Engineer-in-charge, beyond 50m initial lead, for all leads including all lifts involved.	36.00	cum	305.65	11003.55
<b>Road Work</b>					
92	Fencing with angle iron post placed at required distance embedded in cement concrete blocks, every 15th post, last but one end post and corner post shall be strutted on both sides and end post on one side only and provided with horizontal lines and two diagonals interwoven with horizontal wires, of barbed wire weighing 9.38 kg per 100 m (minimum), between the two posts fitted and fixed with G.I. staples, turn buckles etc. complete. (Cost of posts, struts, earth work and concrete work to be paid for separately). Payment to be made per metre cost of total length of barbed wire used. With G.I. barbed wire	600.00	metre	25.58	15349.41
93	Providing and laying 60mm thick factory made cement concrete interlocking paver block of M -30 grade made by block making machine with strong vibratory compaction, of approved size, design & shape, laid in required colour and pattern over and including 50mm thick compacted bed of coarse sand, filling the joints with line sand etc. all complete as per the direction of Engineer-in-charge.	14.00	sqm	1125.51	15757.13

94	Taking out existing CC interlocking paver blocks from footpath/ central verge, including removal of rubbish etc., disposal of unserviceable material to the dumping ground, for which payment shall be made separately and stacking of serviceable material within 50 metre lead as per direction of Engineer-in-Charge.	206.00	sqm	152.56	31427.39
95	Laying old cement concrete interlocking paver blocks of any design/shape laid in required line, level, curvature, colour and pattern over and including 50 mm thick compacted bed of coarse sand, filling the joints with fine sand etc. all complete as per the direction of Engineer-in-charge. (Old CC paver blocks shall be supplied by the department free of cost)	206.00	sqm	466.59	96118.44
<b>Sanitary Installations</b>					
(Plumber/Fitter/Carpenter work for item no. 96 to 107 to be carried out by departmental labour)					
96	Providing and fixing water closet squatting pan (Indian type W.C. pan) with 100mm sand cast Iron P or S trap, 10 litre low level white P.V.C. flushing cistern, including flush pipe, with manually controlled device (handle lever) conforming to IS : 7231, with all fittings and fixtures complete, including cutting and making good the walls and floors wherever required: White Vitreous china Orissa pattern W.C. pan of size 580x440mm with integral type foot rests	8.00	each	5989.00	47911.99
97	Providing and fixing white vitreous china pedestal type water closet (European type W.C. pan) with seat and lid, 10 litre low level white P.V.C. flushing cistern, including flush pipe, with manually controlled device (handle lever), conforming to IS : 7231, with all fittings and fixtures complete, including cutting and making good the walls and floors wherever required: W.C. pan with ISI marked white solid plastic seat and lid	5.00	each	5697.43	28487.14
98	Providing and fixing wash basin with C.I. brackets, 15 mm C.P. brass pillar taps, 32 mm C.P. brass waste of standard pattern, including painting of fittings and brackets, cutting and making good the walls wherever require:White Vitreous China Wash basin size 630x450 mm with a single 15 mm C.P. brass pillar tap	10.00	each	2577.90	25778.99
99	Providing and fixing Stainless Steel A ISI 304 (18/8) kitchen sink as per IS:13983 with C.I. brackets and stainless steel plug 40 mm, including painting of fittings and brackets, cutting and making good the walls wherever required :Kitchen sink with drain board:510x1040 mm bowl depth 200 mm	5.00	each	7964.44	39822.18
100	Supply and fixing of Flushing Cistern P.V.C. 10 litre capacity (low level)(White) (with fittings, accessories and flush pipe)	7.00	each	1193.96	8357.73
101	Providing and fixing solid plastic seat with lid for pedestal type W.C. pan complete :White solid plastic seat with lid	12.00	each	793.00	9515.96

102	Providing and fixing CP Brass 32mm size Bottle Trap of approved quality & make and as per the direction of Engineer-in-charge	6.00	each	1198.24	7189.42
103	Providing and fixing CP Brass Single lever telephonic wall mixer of quality & make as approved by Engineer in charge: 15 mm nominal dia	3.00	each	8036.78	24110.33
104	Providing and fixing white vitreous china flat back or wall corner type lipped front urinal basin of 430x260x350 mm or 340x410x265 mm sizes respectively.	6.00	each	1347.85	8087.09
105	Providing and fixing P.V.C. waste pipe for sink or wash basin including P.V.C. waste fittings complete:Flexible pipe:32 mm dia	45.00	each	138.43	6229.39
106	Providing and fixing 600x450 mm beveled edge mirror of superior glass (of approved quality) complete with 6 mm thick hard board ground fixed to wooden cleats with C.P. brass screws and washers complete.	4.00	each	1498.26	5993.03
107	Providing and fixing stainless steel (SS 304) square grating of 125 mm size, including all materials, supports, cutting, and fixing, complete as per standard practice and direction of the Engineer-in-Charge.	6.00	each	199.34	1196.01
<b>Water Supply</b>					
(Plumber/Fitter work for item no. 108 to 120 and 122 to 152 to be carried out by departmental labour)					
108	Providing and fixing Chlorinated Polyvinyl Chloride (CPVC) pipes, having thermal stability for hot & cold water supply, including all CPVC plain & brass threaded fittings, including fixing the pipe with clamps at 1.00 m spacing. This includes jointing of pipes & fittings with one step CPVC solvent cement and testing of joints complete as per direction of Engineer in Charge:20 mm nominal dia Pipes	30.00	metre	207.39	6221.60
109	Providing and fixing Chlorinated Polyvinyl Chloride (CPVC) pipes, having thermal stability for hot & cold water supply, including all CPVC plain & brass threaded fittings, including fixing the pipe with clamps at 1.00 m spacing. This includes jointing of pipes & fittings with one step CPVC solvent cement and testing of joints complete as per direction of Engineer in Charge:25 mm nominal dia Pipes	25.00	metre	284.48	7111.99
110	Providing and fixing Chlorinated Polyvinyl Chloride (CPVC) pipes, having thermal stability for hot & cold water supply, including all CPVC plain & brass threaded fittings, including fixing the pipe with clamps at 1.00 m spacing. This includes jointing of pipes & fittings with one step CPVC solvent cement and testing of joints complete as per direction of Engineer in Charge:32 mm nominal dia Pipes	20.00	metre	420.18	8403.55

111	Providing and fixing Chlorinated Polyvinyl Chloride (CPVC) pipes, having thermal stability for hot & cold water supply including all CPVC plain & brass threaded fittings This includes jointing of pipes & fittings with one step CPVC solvent cement, trenching, refilling & testing of joints complete as per direction of Engineer in Charge:40 mm nominal dia Pipes	15.00	metre	628.34	9425.12
112	Providing and fixing brass stop cock of approved quality : 15 mm nominal bore	27.00	each	409.02	11043.42
113	Supply and fixing of ball valve (brass) of approved quality, High or low pressure, with plastic floats complete :25 mm nominal bore	20.00	each	537.32	10746.41
114	Providing and fixing uplasticised PVC connection pipe with brass unions :45 cm length:15 mm nominal bore	32.00	each	113.15	3620.89
115	Providing and fixing C.P. brass shower rose with 15 or 20 mm inlet :150 mm diameter	6.00	each	257.46	1544.79
116	Providing and placing on terrace (at all floor levels) polyethylene water storage tank, IS : 12701 marked, with cover and suitable locking arrangement and making necessary holes for inlet, outlet and overflow pipes but without fittings and the base support for tank.	2000.00	litre	12.72	25439.77
117	Providing and fixing C.P. brass bib cock of approved quality conforming to IS:8931 : 15 mm nominal bore	28.00	each	586.87	16432.34
118	Providing and fixing C.P. brass long body bib cock of approved quality conforming to IS standards and weighing not less than 690 gms: 15 mm nominal bore	18.00	each	925.08	16651.39
119	Providing and fixing C.P. brass angle valve for basin mixer and geyser points of approved quality conforming to IS:8931: 15mm nominal bore	26.00	each	664.97	17289.14
120	Providing and fixing PTMT soap Dish Holder having length of 138mm, breadth 102mm, height of 75mm with concealed fitting arrangements, weighing not less than 106 gms.	12.00	each	129.06	1548.69
121	Cutting holes up to 30x30 cm in walls including making good the same:With common burnt clay F.P.S. (non modular) bricks	3.00	each	490.29	1470.86
122	Providing and fixing Brass Chromium Plated Pillar Tap (Heavy Type) of quality and make as approved by the Engineer-in-Charge, 15/12 mm nominal diameter.	10.00	each	372.37	3723.70
123	Providing, supplying and fixing CP Two Way Bib Cock with Health Faucet of approved quality and make, 15 mm nominal diameter, as approved by the Engineer-in-Charge.	6.00	each	2851.61	17109.65
124	Providing and fixing CP Shower Arm with Overhead Shower Rose, 15 mm nominal diameter, of approved quality and make, as approved by the Engineer-in-Charge.	9.00	each	1634.83	14713.47

125	Providing and fixing cast iron Nahani/Floor Trap of size 100 mm inlet and 75 mm outlet, including stainless steel grating of approved quality, with or without vent arm, with integral water seal, conforming to conforming to ISI specifications and bearing ISI monogram including necessary cutting, bedding in cement mortar, jointing with lead or rubber gasket, testing, and making good the floor, all complete as per the direction of the Engineer-in-Charge.	17.00	each	383.31	6516.20
126	Providing, supplying and fixing Stainless Steel Health Faucet, 15 mm nominal diameter, of approved quality and make, as directed by the Engineer-in-Charge.	14.00	each	1402.27	19631.80
127	Providing and fixing 110 mm diameter PVC pipes of approved make conforming to ISI specifications and bearing ISI monogram, suitable for rain water arrangements, having a working pressure of 4 kg/cm <sup>2</sup> , including necessary fittings, jointing with approved solvent cement, cutting, fixing in position with clamps/supports, testing for leakages, and all complete as per direction of the Engineer-in-Charge.	50.00	metre	281.15	14057.32
128	Providing and fixing 75 mm diameter PVC pipes of approved make conforming to ISI specifications and bearing ISI monogram, suitable for sanitary arrangements, having a working pressure of 6 kg/cm <sup>2</sup> , including necessary fittings, jointing with approved solvent cement, cutting, fixing in position with clamps/supports, testing for leakages, and all complete as per direction of Engineer-in-Charge.	45.00	metre	270.63	12178.17
129	Providing and fixing 110 mm diameter PVC pipes of approved make conforming to ISI specifications and bearing ISI monogram, suitable for sanitary arrangements, having a working pressure of 6 kg/cm <sup>2</sup> , including necessary fittings, jointing with approved solvent cement, cutting, fixing in position with clamps/supports, testing for leakages, and all complete as per direction of Engineer-in-Charge.	30.00	metre	422.07	12661.97
130	Providing and fixing 160 mm diameter PVC pipes of approved make, conforming to ISI specifications and bearing ISI monogram, suitable for sanitary arrangements, having a working pressure of 6 kg/cm <sup>2</sup> , including necessary fittings, jointing with approved solvent cement, cutting, fixing in position with clamps/supports, testing for leakages, and all complete as per direction of the Engineer-in-Charge.	18.00	metre	823.64	14825.59
131	Providing and fixing in position PVC Door Elbow of 75 mm diameter conforming to IS specifications by pasting with approved quality PVC solvent cement, including necessary cleaning, chamfering of edges, ensuring leak-proof joints, and fixing complete as per standard plumbing practice and the direction of the Engineer-in-	28.00	each	96.35	2697.68

	Charge.				
132	Providing and fixing in position PVC Door Elbow of 110mm diameter conforming to IS Specifications by pasting with approved quality PVC solvent cement, including necessary cleaning, chamfering of edges, ensuring leak-proof joints, and fixing complete as per standard plumbing practice and the direction of Engineer-in-Charge.	14.00	each	182.59	2556.20
133	Providing and fixing in position PVC Tee with Door (Single) of 75 mm diameter conforming to IS specifications by pasting with approved quality PVC solvent cement, including necessary cleaning, chamfering of edges, ensuring leak-proof joints, and fixing complete as per standard plumbing practice and the direction of the Engineer-in-Charge.	20.00	each	173.31	3466.23
134	Providing and fixing in position PVC Tee with Door (Single) of 110 mm diameter conforming to IS specifications by pasting with approved quality PVC solvent cement, including necessary cleaning, chamfering of edges, ensuring leak-proof joints, and fixing complete as per standard plumbing practice and the direction of the Engineer-in-Charge.	26.00	each	259.97	6759.14
135	Providing and fixing in position PVC "Y" with Door (Single) of 75mm diameter conforming to IS Specifications including necessary cleaning, chamfering of edges, pasting with approved quality PVC solvent cement to ensure leak-proof joints, all as per standard plumbing practice and direction of Engineer-in-Charge.	22.00	each	173.31	3812.85
136	Providing and fixing in position PVC "Y" with Door (Single) of 110 mm diameter conforming to IS specifications by pasting with approved quality PVC solvent cement, including necessary cleaning, chamfering of edges, ensuring leak-proof joints, and fixing complete as per standard plumbing practice and the direction of the Engineer-in-Charge.	14.00	each	270.21	3782.95
137	Providing and fixing in position PVC "Y" with Door (Double) of 110 mm diameter conforming to IS specifications by pasting with approved quality PVC solvent cement, including necessary cleaning, chamfering of edges, ensuring leak-proof joints, and fixing complete as per standard plumbing practice and the direction of the Engineer-in-Charge.	12.00	each	384.41	4612.96

138	Providing and fixing in position PVC Shoe of 110 mm diameter conforming to IS specifications by pasting with approved quality PVC solvent cement, including necessary cleaning, chamfering of edges, ensuring leak-proof joints, and fixing complete as per standard plumbing practice and the direction of the Engineer-in-Charge.	18.00	each	115.45	2078.07
139	Providing and fixing in position PVC Tee with Door (Single) of 110 mm diameter conforming to IS specifications by pasting with approved quality PVC solvent cement, including necessary cleaning, chamfering of edges, ensuring leak-proof joints, and fixing complete as per standard plumbing practice and the direction of the Engineer-in-Charge.	15.00	each	855.65	12834.73
140	Providing and fixing 25 mm diameter Ball Valve made of polypropylene with Teflon seating of approved quality and make, including necessary jointing and fittings, and fixing complete as per the direction of the Engineer-in-Charge.	12.00	each	1304.65	15655.83
141	Providing and fixing 32 mm diameter Ball Valve made of polypropylene with Teflon seating of approved quality and make, including necessary jointing and fittings, and fixing complete as per the direction of the Engineer-in-Charge.	7.00	each	2085.47	14598.27
142	Providing and fixing 40 mm diameter Ball Valve made of polypropylene with Teflon seating of approved quality and make, including necessary jointing and fittings, and fixing complete as per the direction of the Engineer-in-Charge.	5.00	each	3330.82	16654.08
143	Dewatering using 3HP to 70HP diesel engine pumpset including Hire charges, cost of Diesel, Engine oil, pump operator, labour charges, conveyance of pumpset and fuel to site and back, loading, unloading and any other incidental charges etc., complete.Hire charges for Diesel Pump set for 20 HP	12.00	per hour	1325.98	15911.81
144	Providing and fixing 15 mm diameter C.P. Flush Cock of approved quality and make, including necessary fittings and connections, and fixing complete as per the direction of the Engineer-in-Charge.	14.00	each	357.23	5001.17

145	Supply and fixing of premium vertical blinds, including providing and installing vertical blind panels made of high-quality polyester or approved fabric with adequate thickness and opacity, mounted on a powder-coated aluminium headrail, complete with carriers, tilt mechanism, cords, bottom weights, and linking chains for smooth operation; cutting, aligning, and fixing the blinds to the required size of windows or openings using approved brackets, screws, and fasteners; ensuring proper levelling, straightness, smooth rotation and sliding movement of slats, and finishing all works complete as per manufacturer's specifications and as directed by the Engineer-in-Charge.	14.00	sqm	1914.45	26802.35
146	Providing and fixing in position CP brass waste coupling of 32 mm diameter, including all necessary fittings, sealing, and complete as per standard plumbing practice and direction of the Engineer-in-Charge.	9.00	each	205.12	1846.09
147	Providing and fixing in position CP brass urinal spreader of 15 mm diameter, including necessary fittings, connections, and complete as per standard plumbing practice and direction of the Engineer-in-Charge.	12.00	each	703.21	8438.54
148	Providing and fixing in position 15 mm CP brass two-way bib cock, including necessary fittings and connections, complete as per standard plumbing practice and direction of the Engineer-in-Charge.	5.00	each	1712.35	8561.75
149	Providing and fixing PVC lids for water storage tanks, including all necessary materials, cutting, fitting, and securing, complete as per standard practice and direction of the Engineer-in-Charge.	10.00	each	351.94	3519.38
150	Supply and fixing of Flush Valve Regular 40mm concealed Body with Exposed Shut Off	12.00	each	4211.48	50537.75
151	Supply and fixing of Wall Mounted White Closet WC Primo with P-Trap	5.00	each	8437.05	42185.25
152	Supply and fixing of Swan neck Pillar Cock for Bathroom fixtures	10.00	each	1841.79	18417.93
	<b>Aluminium Work</b>				
(Fabricator/Fitter/Carpenter work for item no. 153 to 157 to be carried out by departmental labour)					

153	<p>Providing and fixing aluminium work for doors, windows, ventilators and partitions with extruded built up standard tubular sections/ appropriate Z sections and other sections of approved make conforming to IS: 733 and IS: 1285, fixing with dash fasteners of required dia and size, including necessary filling up the gaps at junctions, i.e. at top, bottom and sides with required EPDM rubber/ neoprene gasket etc. Aluminium sections shall be smooth, rust free, straight, mitred and jointed mechanically wherever required including cleat angle, Aluminium snap beading for glazing / panelling, C.P. brass / stainless steel screws, all complete as per architectural drawings and the directions of Engineer-in-charge. (Glazing, paneling and dash fasteners to be paid for separately) : For fixed portion Powder coated aluminium (minimum thickness of powder coating 50 micron).</p>	130.00	Kg	540.89	70315.28
154	<p>Providing and fixing aluminium work for doors, windows, ventilators and partitions with extruded built up standard tubular sections/ appropriate Z sections and other sections of approved make conforming to IS: 733 and IS: 1285, fixing with dash fasteners of required dia and size, including necessary filling up the gaps at junctions, i.e. at top, bottom and sides with required EPDM rubber/ neoprene gasket etc. Aluminium sections shall be smooth, rust free, straight, mitred and jointed mechanically wherever required including cleat angle, Aluminium snap beading for glazing / panelling, C.P. brass / stainless steel screws, all complete as per architectural drawings and the directions of Engineer-in-charge. (Glazing, paneling and dash fasteners to be paid for separately) : For shutters of doors, windows &amp; ventilators including providing and fixing hinges/ pivots and making provision for fixing of fittings wherever required including the cost of EPDM rubber / neoprene gasket required (Fittings shall be paid for separately) Powder coated aluminium (minimum thickness of powder coating 50 micron).</p>	70.00	Kg	676.45	47351.71
155	<p>Providing and fixing 12 mm thick pre-laminated particle board flat pressed three layer or graded wood particle board conforming to IS:12823 Grade I Type II, in panelling fixed in aluminum doors, windows shutters and partition frames with C.P. brass / stainless steel screws etc. complete as per architectural drawings and directions of Engineer-in-charge. Pre-laminated particle board with decorative lamination on one side and balancing lamination on other side.</p>	28.00	sqm	1146.38	32098.77

156	Providing and fixing glazing in aluminium door, window, ventilator shutters and partitions etc. with EPDM rubber / neoprene gasket etc. complete as per the architectural drawings and the directions of engineer-in-charge . (Cost of aluminium snap beading shall be paid in basic item): With float glass panes of 5 mm thickness (weight not less than 12.50 kg/sqm).	37.00	sqm	1433.77	53049.33
157	Providing and fixing double action hydraulic floor spring of approved brand and manufacture conforming to IS : 6315, having brand logo embossed on the body / plate with double spring mechanism and door weight upto 125 kg, for doors, including cost of cutting floors, embedding in floors as required and making good the same matching to the existing floor finishing and cover plates with brass pivot and single piece M.S. sheet outer box with slide plate etc. complete as per the direction of Engineer-in-charge: With stainless steel cover plate minimum 1.25 mm thickness.	15.00	each	3264.01	48960.21
<b>Water Proofing</b>					
158	Providing and laying water proofing treatment in sunken portion of WCs, bathroom etc., by applying cement slurry mixed with water proofing cement compound consisting of applying : (a) First layer of slurry of cement @ 0.488 kg/sqm mixed with water proofing cement compound @ 0.253 kg/ sqm. This layer will be allowed to air cure for 4 hours. (b) Second layer of slurry of cement @ 0.242 kg/sqm mixed with water proofing cement compound @ 0.126 kg/sqm. This layer will be allowed to air cure for 4 hours followed with water curing for 48 hours. The rate includes preparation of surface, treatment and sealing of all joints, corners, junctions of pipes and masonry with polymer mixed slurry.	43.20	sqm	714.48	30865.35
159	Providing and laying water proofing treatment on roofs of slabs by applying cement slurry mixed with water proofing cement compound consisting of applying: (a) after surface preparation, first layer of slurry of cement @ 0.488 kg/ sqm mixed with water proofing cement compound @ 0.253 kg/sqm. (b) laying second layer of Fibre glass cloth when the first layer is still green. Overlaps of joints of fibre cloth should not be less than 10 cm. (c) third layer of 1.5 mm thickness consisting of slurry of cement @ 1.289 kg/sqm mixed with water proofing cement compound @ 0.670 kg/sqm and coarse sand @ 1.289 kg/sqm. This will be allowed to air cure for 4 hours followed by water curing for 48 hours. The entire treatment will be taken upto 30 cm on parapet wall and tucked into groove in parapet all around. (d) fourth and final layer of brick tiling with cement mortar (which will be paid for separately. For the purpose of measurement the entire treated surface will be measured.	48.00	sqm	797.71	38289.86

160	Supplying and filling Autoclaved Aerated Concrete (AAC) rubble mixed with unslaked lime in the proportion of 1:2 (one part unslaked lime to two parts AAC rubble) over the completed waterproofing treatment in sunken portions, including placing, spreading, and compacting the mixture to achieve the required slope complete as directed by the Engineer-in-Charge.	4.75	cum	8340.96	39636.25
<b>New Technologies and Materials</b>					
(Carpenter work for item no. 161 to be carried out by departmental labour)					
161	Providing and fixing 15 mm thick false ceiling tiles at all heights with integral densified calcium silicate reinforced with fibre and natural filler false ceiling tiles of Size 595x595 mm of approved texture, design and patterns having NRC (Noise Reduction coefficient) of 0.50 (minimum) as per IS 8225:1987, Light reflectance of 85% (minimum). Non combustible as per BS:476 (part-4), fire performance as per BS:476 (part 6 &7), humidity resistance of 100%, thermal conductivity < 0.043 W/m K as per ASTM 518:1991,in true horizontal level on the existing frame work consisting of T-sections and Lsections suitably fixed according to tile size as per direction of Engineer-in-charge.	44.00	sqm	1693.08	74495.60
162	Chipping of unsound/weak concrete material from slabs, beams, columns etc. with manual Chisel and/ or by standard power driven percussion type or of approved make including tapering of all edges, making square shoulders of cavities including cleaning the exposed concrete surface and reinforcement with wire brushes etc. and disposal of debris for all lead and lifts all complete as per direction of Engineer-In-Charge:25 mm average thickness	92.00	sqm	146.80	13505.41
163	Cleaning of reinforcement from rust from the reinforcing bars to give it a total rust free steel surface by using alkaline chemical rust remover of approved make with paint brush and removing loose particles after 24 hours of its application with wire brush and thoroughly washing with water and allowing it to dry, all complete as per direction of Engineer-In-Charge. Bars upto 12 mm diameter	183.00	metre	9.54	1745.16
164	Providing, mixing and applying bonding coat of approved adhesive on chipped portion of RCC as per specifications and direction of Engineer-In-charge complete in all respect:Epoxy bonding adhesive having coverage 2.20 sqm/kg of approved make	92.00	sqm	330.25	30383.33
165	Providing, mixing and applying SBR polymer (of approved make) modified Cement mortar in proportion of 1:4 (1 cement: 4 graded coarse sand with polymer minimum 2% by wt. of cement used) as per specifications and directions of Engineer-in-charge.12 mm average	92.00	sqm	450.04	41403.89

	thickness				
166	Providing and injecting approved grout in proportion recommended by the manufacturer into cracks/honey-comb area of concrete/masonry by suitable gun/pump at required pressure including cutting of nipples after curing etc. complete as per directions of Engineer-in-Charge. (The payment shall be made on the basis of actual weight of approved grout injected.) Epoxy injection grout in concrete/RCC work of approved make	56.00	kg	640.78	35883.79
167	Providing and inserting 12mm dia galvanised steel injection nipple in honey comb area and along crack line including drilling of holes of required diameter (20mm to 30mm) up to depth from 30mm to 80mm at required spacing and making the hole & crack dust free by blowing compressed air, sealing the distance between injection nipple with adhesive chemical of approved make and allow it to cure complete as per direction of Engineer-In-Charge.	12.00	each	274.31	3291.78
168	Supplying and fixing 10-gauge welded steel wire mesh of 25 mm × 25 mm grid size in windows, ventilation openings, and wall openings, including cutting, shaping, and fixing the mesh to the required size using screws, clamps, or binding wire; providing necessary supports, overlaps, and fastenings; and completing the work in all respects as per drawings, specifications, and directions of the Engineer-in-Charge.	88.00	sqm	294.96	25956.14
169	Water proofing treatment of RCC sunshade with Zycosil/equivalent water proofing Solution (1 litre of Zycosil/equivalent & 20 litres of water stirred first & 2 litres of Zycoprime/equivalent added and stirred (total 23 litres)) till it meets the saturation level and testing as per RILEM or by water drops test in which water drops do not absorb but drops remain or rolls.	70.00	sqm	150.14	10509.68
170	In-filling / sealing of joint between RCC lintel cum sunshade and wall (on external side) in all floors by pushing in Grout RW/equivalent in paste form and coving 20 mm x 20 mm after applying a coat of Zycosil/equivalent & zycoprime/equivalent solution before cement plastering of top, bottom and sides of RCC sunshade.	82.00	sqm	54.15	4439.91
171	Providing & Applying weather proof sealant on outer joints of approved make confirming to IS & directed by Engineer-in-charge: Sealant 25mmx10mm at joints	96.00	metre	207.20	19890.77

172	Painting steel reinforcement bars with two coats of anti-corrosive coating of approved make on clean, prepared and rust free surfaces:up to 20 mm dia	188.00	metre	26.53	4987.20
173	Providing and laying Free flowing non shrink Repair Micro concrete (of approved make ) for reinforced concrete jacket for the structural members e.g. columns, pillars, piers, beams etc with concrete having the specified minimum characteristic compressive strength with specified average thickness all-round existing core of RCC member. A cementitious, non-shrink repair micro concrete shall be mixed using the appropriate water powder ratio as mentioned in the technical data sheet of approved make. The mixing shall be done mechanically and under no circumstance hand mixing shall be done. Mixing shall be carried out for 3 to 5minutes to ensure that homogeneous mix is obtained without any bleeding or segregation. For larger encasing thickness the premixed repair micro concrete may be modified by the addition of 5mm to 12mm clean, graded, saturated surface dry aggregates at site up to 75 % by weight of micro concrete to the mixed micro concrete directly into the mixer hopper. The stone aggregates must be 12 mm and down and shall be clean, washed and dried:50 mm thickness.	8.00	sqm	3484.67	27877.37
174	Crack sealing/filling in plaster, masonry and concrete surfaces up to any height, including cutting or chiselling existing cracks to form a 'V' groove of approximately 6 mm × 6 mm, cleaning the groove thoroughly to remove loose particles and dust, pre-wetting the prepared surface with clean water, and sealing the cracks with a single-component, non-shrink, cementitious crack-filling mortar mixed with clean water at a water-powder ratio of about 0.36 by weight (approximately 1 part water to 2.5-3.0 parts powder by volume), applying the mixed paste by hand using gloves, finishing the surface with a putty blade, and completing the work as directed by the Engineer-in-Charge.	188.00	metre	54.47	10240.27

175	<p>Providing and applying of 100% solids (solvent free), two compound polyurethane- Hybrid polyurea waterproofing to a combined thickness of 1500 microns for the waterproofing on the entire roof including parapet wall and extending parapet wall outer side to a minimum length of 100mm along with proper waterproofing treatment at joints of roof slab &amp; parapet wall, corners and Drain pipes. Following coats shall be applied:-</p> <p>A) PRIMING COAT : Comprising of solvent free, damp tolerant polyurethane primer (0.15 Litres/Sq.M.)</p> <p>B) BASE COAT : Comprising of solvent free Hybrid polyures 500 microns (0.5 Litres/Sq.M.) meeting following parameters: a) Defect free substrate, b) Adhesion (ASTM D 4541) &gt; tensile strength of concrete, c) Tensile Strength &gt; 6 N/mm<sup>2</sup>, d) Elongation 400%, e) Root resistant, f) Tear Strength &gt; 15 N/mm<sup>2</sup>.</p> <p>C) TOP COAT : Comprising of solvent free polyurethane 1000 microns (1 Litre/Sq.M.) meeting following parameters: a) Tensile Strength &gt; 15 N/mm<sup>2</sup>, b) Elongation 120%, c) Hardness &gt; 65 Shore D (&gt;100 for Shore A), d) Tear Strength &gt; 50 N/mm<sup>2</sup>, e) Water absorption (ASTM D 570, Para 7.4) &lt;0.6%, f) Abhrasion Resistance 55 mg (ASTM D 4060), g) Puncture resistance (ASTM E 154) 800 N &amp; Root Resistant, h) Crack spanning capacity (Combo System) &gt; 8.00mm</p> <p>In addition to above following conditions to be followed:-</p> <p>1. The work should be executed through specialized/authorized agencies strictly following the manufacture's application instructions adopting proper safety precautions. 2. The Contractor/Agency has to submit warranty on a judicial Stamp Paper of Rs.200/- for water proofing for 10 years from the date of completion of work. 3. During defect leability period/warranty period, any rectification if required shall be attended by the agency within a week time.</p> <p>Proposed Makes: M/s Fosroc, M/s Asian Paints, M/s BASF, M/s Amchems, M/s Pidilite, M/s Alchimica z</p>	22.00	sqm	1441.03	31702.68
		<b>Total[Works]</b>			<b>4522060.09</b>
	<b>Manpower</b>				
176	<p>Engaging SUPERVISOR cum planning and Billing Engineer exclusively for the work/contract with WhatsApp enabled mobile no. for communication, registration of complaints, updating the status of complaints in the designated WhatsApp group. The supervisor shall arrange the necessary tools and equipments and shall give instructions to the labour/workmen for attending the complaints and function as the primary coordinating official with all the stakeholders. The Supervisor shall report to the</p>	12.00	Mont hs	32140.1 1	385681.36

	representative of Engineer – In charge on day-to-day basis. (General Shift) (1 no x 12 months).				
177	Engaging a skilled carpenter/fabricator equipped with all necessary tools, equipment, and minor fittings—including drill machines, fasteners, hardware accessories, and related consumables—for attending routine complaints and carrying out day-to-day repair and maintenance works. The scope includes fixing, adjusting, or replacing damaged or malfunctioning fittings such as door and window hinges, tower bolts, sliding bolts, handles, stoppers, locks, and similar hardware; repairing or replacing wooden, steel, or PVC doors, windows, and panels; attending to repairs of false ceilings; performing minor carpentry works; and ensuring the proper opening and closing of all doors and windows through periodic checks. The carpenter shall attend all works connected with the installation, repair, or adjustment of door, window, and toilet-door fittings in the premises, as directed by the Engineer-in-Charge, on a call-basis.	60.00	Days	1052.05	63122.97
178	Engaging a skilled Plumber-1/Fitter-1/Fabricator-1 equipped with all necessary tools and minor fittings—such as Teflon tape, washers, jumper valves, and related accessories—for attending day-to-day complaints and carrying out routine repair and maintenance works. The scope includes fixing, servicing, or replacing damaged plumbing fixtures such as taps, wash basins, EWC/IWC units, flushing cisterns, and associated accessories; repairing or replacing damaged PVC/GI water supply pipelines, PVC rainwater pipes, bends, and fittings; maintaining and operating water pumps, including minor repairs and routine servicing; pumping water to ESIC/ESIS Establishments; and carrying out periodic chlorination of open wells. The plumber shall attend all works related to internal and external water supply lines, plumbing fittings/fixtures, sanitary installations, overhead tanks, and related components of ESI establishments, as directed by the Engineer-in-Charge (1 No. x 12 months)	12.00	Months	27353.29	328239.45

179	Engaging a skilled Plumber-2/Fitter-2/Fabricator-2 equipped with all necessary tools and minor fittings—such as Teflon tape, washers, jumper valves, and related accessories—for attending day-to-day complaints and carrying out routine repair and maintenance works. The scope includes fixing, servicing, or replacing damaged plumbing fixtures such as taps, wash basins, EWC/IWC units, flushing cisterns, and associated accessories; repairing or replacing damaged PVC/GI water supply pipelines, PVC rainwater pipes, bends, and fittings; maintaining and operating water pumps, including minor repairs and routine servicing; pumping water to ESIC/ESIS Establishments; and carrying out periodic chlorination of open wells. The plumber shall attend all works related to internal and external water supply lines, plumbing fittings/fixtures, sanitary installations, overhead tanks, and related components of ESI establishments, as directed by the Engineer-in-Charge (1 No. × 12 months)	12.00	Months	27353.29	328239.45
180	Engaging a sewer man for attending complaints related to sewer and drainage systems, including clearing blockages in sewer/drainage lines, gully traps, manholes, and septic tanks, as well as cleaning terraces at any height using appropriate tools and equipment. The work covers all routine and emergency maintenance tasks connected with sewerage and drainage networks within the campuses of ESIC/ESIS establishments, as directed by the Engineer-in-Charge (1 No. × 12 months).	12.00	Months	19471.22	233654.66
181	Engaging a Helper (Technician)-1 for assisting the plumber in attending day-to-day complaints related to internal and external water supply systems and sanitary installations; assisting the carpenter in routine repair works; supporting the mason in repair activities and cleaning of open areas within the campus; assisting the sewer man in clearing blockages; and cleaning silt from stormwater drains, including removing and refixing RCC covers. The Helper shall carry out all related tasks as required in ESIC/ESIS establishments, under the direction of the Engineer-in-Charge (2 Nos. × 12 months).	12.00	Months	19471.22	233654.66
182	Engaging a Helper (Technician)-2 for assisting the plumber in attending day-to-day complaints related to internal and external water supply systems and sanitary installations; assisting the carpenter in routine repair works; supporting the mason in repair activities and cleaning of open areas within the campus; assisting the sewer man in clearing blockages; and cleaning silt from stormwater drains, including removing and refixing RCC covers. The Helper shall carry out all related tasks as required in ESIC/ESIS establishments, under the direction of the Engineer-in-Charge (2 Nos. × 12 months).	12.00	Months	19471.22	233654.66

		<b>Total (Manpower)</b>			<b>1806247.23</b>
<b>Credit for Sale</b>					
183	Credit for sale of dismantled materials(Payment to be made to ESIC): PVC, CPVC, and UPVC fittings and pipes removed from all locations,to be taken away by the contractor on credit, including all necessary cutting, dismantling, and clearing from the site with all leads and lifts complete, as directed by the Engineer-in-Charge.	1.00	kg	-38.94	-38.94
184	Credit for sale of dismantled steel materials(Payment to be made to ESIC): Steel structural components, pipes, or other steel items removed from all locations, to be taken away by the contractor on credit, including all necessary cutting, dismantling, and clearing from the site with all leads and lifts complete, as directed by the Engineer-in-Charge.	1.00	kg	-33.04	-33.04
185	Credit for sale of dismantled aluminium materials(Payment to be made to ESIC): Aluminium sections, fittings, or other aluminium items removed from all locations, to be taken away by the contractor on credit, including all necessary cutting, dismantling, and clearing from the site with all leads and lifts complete, as directed by the Engineer-in-Charge.	1.00	kg	-224.20	-224.20
186	Credit for sale of dismantled copper materials(Payment to be made to ESIC): Copper pipes, fittings, or other copper items removed from all locations, to be taken away by the contractor on credit, including all necessary cutting, dismantling, and clearing from the site with all leads and lifts complete, as directed by the Engineer-in-Charge.	1.00	kg	-835.44	-835.44
187	Credit for sale of dismantled stainless steel materials(Payment to be made to ESIC): Stainless steel pipes, fittings, or other stainless steel items removed from all locations, to be taken away by the contractor on credit, including all necessary cutting, dismantling, and clearing from the site with all leads and lifts complete, as directed by the Engineer-in-Charge.	1.00	kg	-55.59	-55.59
188	Credit for sale of dismantled tin materials(Payment to be made to ESIC): Tin sheets, fittings, or other tin items removed from all locations, to be taken away by the contractor on credit, including all necessary cutting, dismantling, and clearing from the site with all leads and lifts complete, as directed by the Engineer-in-Charge.	1.00	kg	-28.32	-28.32
189	Credit for sale of dismantled firewood(Payment to be made to ESIC): Tree branches and wood removed from the site, to be taken away by the contractor on credit, including all necessary cutting, collection, and clearing from the site with all leads and lifts complete, as directed by the Engineer-in-Charge.	1.00	kg	-6.49	-6.49

190	Credit for sale of dismantled CP brass fittings(Payment to be made to ESIC): CP Brass Bib Cock, Long Body Bib Cock, Pillar Cock, Stop Cock, Shower, Angle Cock, Two-Way Bib Cock with Health Faucet, Flush Cock, and other similar fittings removed from all locations, to be taken away by the contractor on credit, including all necessary dismantling, collection, and clearing from the site with all leads and lifts complete, as directed by the Engineer-in-Charge.	1.00	kg	-421.26	-421.26
191	Credit for sale of dismantled materials (payment to be made to ESIC): GI pipes, fittings, and associated accessories dismantled from all locations, to be taken away by the contractor on credit, including all necessary cutting, dismantling, segregation, collection, and removal from the site with all leads and lifts, complete as directed by the Engineer-in-Charge.	1.00	kg	-51.92	-51.92
		<b>Total(Credits)</b>			<b>-1695.20</b>
		<b>Total[Civil]</b>			<b>6326612.00</b>

### List of Approved materials

Specification/brands names of materials (Refer materials, whichever are applicable for the scope of work) and finishes approved by the Engineer-in-Charge are listed below. However approved equivalent materials and finishes of any other specialized firms may be used subject to approval of the alternate brand by the Engineer-in-Charge

SI. No	Material Description	Material	
		Brand	Make
1	Chloropyriphos	PIRAMID	AMVAC AGRI RASAYAN Pvt. Ltd.
		NOBAN	Chemtts Wets & Flows Pvt. Ltd.
		DURSBANTCT	DE-NOCIL Ltd.
		Premise Agenda	Bayer Ltd
		HILBAN	Hindustan Insecticides Ltd.
		Sarups Pest Control	Sarups Pest Control Ltd.
2	Ordinary Portland Cement (43 grade)	ACC	ACC cements Ltd
		Ultra Tech	Ultra Tech Cement Ltd.
		Coromandal	India Cements Ltd.
		Birla	Birla Corporation Ltd.
		Chettinadu	Chettinadu Cements Corporation Ltd.
		Bharathi	Bharathi Cement Corporation Ltd.
		Dalmia	Dalmia Cement Bharat Ltd.
		Zuari	Zuari Cement Limited
		Jaypee Cement.	Jaypee Cement Ltd.
		Maha Cement	My home Industries Pvt.Ltd.
		J.K.Cement	J.K.Cement Pvt.Ltd.
		Ambuja Cement	Ambuja Cements Ltd.
		Penna Cement	Penne Cement Industries Ltd.
		Konark Cement	Konark Cement
Century Cement	Birla Gold Cement		
Shree Cement	Shree Cement		
3	Damp Proof material	MAPEI	MAPEI Construction Products India Pvt Ltd.
		Ferrous Crete	Ferrous Crete (India) Pvt. Ltd.
		Impermo	Snowcem Paints
		Duraseal	Apurva India Pvt. Ltd.
		ACCO Proof	ACC Cement Ltd.
		Dr- Fixit	Pidilite Industries
		Fosroc	Fosroc Chemicals India Pvt. Ltd.
		CICO	CICO Industries
		SIKA	Sika India Pvt. Ltd
		PIDILITE	Pidilite Industries Ltd.
		BASF	BASF India Ltd
4	TMT bars Fe 500D	MYK	MYK LATICRETE India Pvt. Ltd
		SAIL	Steel Authority of India Ltd.
		TISCO	TATA STEEL Ltd
		VIZAG	Rastriya spat Nigem Ltd.
		JSW	JSW Steel Ltd

5	Plasticizer & Super Plasticizer	Contrament Power flow	MC Bauchemie (India) ) Pvt. Ltd
		Sunanda Chemicals	Sunanda Chemicals Ltd.
		MYK Schomburg	MYK Arments range of products
		Plastiment, Sikament	Sika India Pvt Ltd.,
		Conplast SP430	FOSROC India
		Chryso-HP/Delta/Optima	Chryso India Pvt. Ltd.,
		BASF	BASF India Ltd
		CICO	CICO Industries
8	Expansion Joint Bitumen board	Dura board HD100	Supreme Industries
		STP	Shalimar Tar Products
		DURAFILL	Supreme Industries
7	Post tensioning System	CRUX	Crux Processing systems Pvt Ltd.,
		VSL Ltd.	VSL India Pvt
		Ultracon	Ultracon Structural Systems Pvt Ltd
		BBR	BBR (India) ) Pvt . Ltd
8	PT Strands	DP wires	D.P Wires Ltd.
		TATA wiron	TATA Steel Ltd,
		Usha Martin	Usha Martin Ltd
9	Adhesive	Dunlop	India Tyre & Rubber Co (India) Ltd.
		Vamorganic	Vamorganic Ltd.,
		Sika	Sika India Pvt. Ltd
		Fevicoal	Pidilite Industries
		CICO	CICO Industries
10	Grout	Proofex of adhesive	FOSROC India Ltd
		Ardex	Ardex Endure Adhesive India Pvt. Ltd
		Ferrous Crete	Ferrous Crete (India) Pvt. Ltd.
		LATA POXY	MYK LATICRETE India Pvt. Ltd
		BASF	BASF India Ltd
		Fosroc GP2	Fosroc India Ltd
		MYK Schonberg	MYK Arments range of products
		Fugabella, Porcelana	Kerakoll India Pvt. Ltd
		Dr. Fixit	Pidilite Industries
Weber	Saint-Gobin India Pvt. Ltd		
11	Ready Mix Concrete	Ultra Tech	Ultra Tech Concrete
		ACC	ACC Ltd
		RMC (India)	RMC (India) Pvt. Ltd.
		Lafarge	Lafarge India Pvt Ltd.
12	AAC Blocks	Xtralite	UITRATECH Cement Ltd
		Areocon	HIL
		Siporex	SIPOREX
		Nucon	Green way building materials India Pvt. Ltd
		NCL	NCL VEKA Ltd.

		Renacon	Renaatus Procon Pvt. Ltd.
13	Wooden Flush door shutters	Jayna Flush Doors	Jain Wood Industries
		Raavella door	Raavella Industrials (P) Ltd
		Kailash	Kailash Hi tech Timber Industries India Pvt. Ltd
		Indian Timber Products	Indian Timber Products
		Shakthi	Shree Shakthi Modern Flush doors
		Greenlam	Greenlam Ply Industries Ltd.
		Mayur	Mayur Ply Industries
		MP Ply wood products	MP Wood products
		Kitply	Kitply Industries Ltd.
		Duro Flush doors	Duro Ply Industries Ltd.
		Kenwood	Kenwood Ply & Board
		Century	Century Flush Doors
14	Water Proof Plywood, Commercial ply, Fire retardant ply and Block boards	Jayna ply	Jain Wood Industries
		Green Ply	Green ply Industries Ltd.
		Kitply	Kitply Industries Ltd.
		Duroply	Duro Ply Industries Ltd.
		Archid ply	Archid ply industries Ltd.
		Century ply	Century Flush Doors
15	Laminate	Green Lam	Green lam Industries Ltd.
		Centuary	Centuary laminates
		Merino	Merino laminates
		Archidply	Archid ply industries Ltd.
		Sonear	Sonear Laminates
		Royal touche	Royal touche laminates
		Kit mica	Kit ply Industries Ltd.
		Sun mica	Sun mica Industries
		Vidya Ply	
		Formica	Formica Laminates (India) Pvt Ltd,
		Decolam	Decolam India, Pvt Ltd.
16	Pre-laminated particle board Exterior Grade	Nova pan	GVK Novapan Industries Pvt Ltd.
		Merino	Marino laminates
		Kitlam	Kit Ply Industires Ltd,
		TESA Action Co.	TESA Action Co.
		Ecoboard	Ecoboard Industries Ltd.
		Associate	Associate Decor Limited
		Archid ply	Archid ply industries Ltd,
		Centuary	Centuary MDF
		Green Lam	Green lam Industries Ltd.
17	High Density (HDF) Prelaminated board	Pergo	Red Floor India
		Green Ply	Green Ply Industries Ltd.
18	Gypsum board	Gyproc Saint Gobain	Saint Gobain Gyprock India Ltd.,
		Lafarge	Lafarge Gypsum India Pvt. Ltd
		USG Boral Board	USG Board India (P) Ltd.
		Armstrong	Armstrong world Industries

19	Glass door hardware	Dorma	Dorma India Pvt Ltd
		Kich	Kich Architectural Products Ltd.
		Classic	Classic hardware
		Squash	Squash glass doors -
		Hafele	Hafele India Pvt. Ltd
		Ozone	Ozone Hardware.
		Geze	Geze GMBH
		Dorset	Dorset Industries Pvt Ltd
20	Hydraulic door closers/ Floor springs	Godrej	Godrej locking solution & systems
		Hardwyn	Hardwyn hardware
		MAGNUM KIT	Mukund Overseas
		Dorma	Donna India Put Ltd.
		Everite	Everite agencies
		Dorset	Dorset Industries Pvt Ltd
21	Locks & Latches	Dorset	Dorset Industries Pvt Ltd
		Godrej	Godrej locking solutions & systems
		Hitech	Globe Locks India
		Hafele	Hafele India Pvt. Ltd
		Harrison	Harrison locks
		Plaza	Bharat lock House
		Yale	ASSA ABLOY India (P) Ltd.
		Link	Link Locks
22	Metallic / Steel Fire Door	Shakthi Hormann	Shakthi Hormann Pvt Ltd,
		Promot	Promot fire & Insulation (P) Ltd.
		MPP Schodders	MPP Technology Pvt.Ltd.
		NAVAIR	NAVAIR International Pvt Ltd
		Signumfire Protection	Signumfire Protection Pvt. Ltd
		Sukri	Sukri Fire doors Pvt.Ltd
		Kenwood	Kenwood Ply & Board
		Godrej	Godrej Security solutions
23	Fire Smoke Seal	Hilti	Hilti India Pvt Ltd.
		Promat	Promat fire & Insulation (P) Ltd.
		Atroflame	Atroflame Ltd.
		Raven	Raven Global
24	Fire rated hardware	Dorma	Dorma India Pvt. Ltd
		Ingersolrand	Ingersolrand (India) Ltd,
		Dorset	Dorset Industries Pvt Ltd
		Backers FS	Backers FS
		Geze	Geze GMBH
25	Non Metallic Fire door	NAVAIR	NAVAIR International Pvt ltd
		Promat	Promat fire & Insulation(P) Ltd
		Godrej	Godrej Security solutions
		Kenwood	Kenwood Ply & Board
26	Stainless Steel screws	Kundan	Kundan Industries Ltd.
		Alloy	Alloy ltd
		GKW	GKW Limited
		Nettlefold	Nettlefold screws

		Pooia	Pooia Steel Corporation
		Atul	Atul fasteners Ltd.
27	Butt Hinges openable window shutters	Hafela	Hafele India Pvt. Ltd
		Earlt Bihari	Earlt Bihari India Pvt Ltd.
		Dorma	Dorma India Pvt. Ltd
		Dorset	Dorset Industries Pvt Ltd
		Alu Alpha	Alu Alpha India
28	Mild Steel Butt Hinges/ Piano hinges	Supreme	Supreme
		Saswat	Saswat
		Deepak	Deepak
		Swift	Swift screws
		Garg	D.P Garg & Company
		Amit	Lovely metal industries Pvt Ltd.
		Jyoti	Jyoti Architectural Pvt ltd.
29	Stainless steel Butt hinges	Ozone	Ozone Hardware.
		Dorma	Dorma India Pvt Ltd
30	Concealed tower boll	Ingersolrand	Ingersolrand (India) Ltd
		DORSET	Dorset Industries Pvt Ltd
		Alu Alpha	Alu Alpha India
31	UPVC doors, door frames and windows	Encraft	Encraft India Pvt. Ltd.
		LG	LG India Pvt Ltd
		Rehau	Rehau Unlimited Polymer Solutions
		Aluplast	Alu Alpha India
		Komarling	Profile India Window Technology Pvt Ltd.
		Duroplast	Duro Plast Extrusion Pvt. Ltd.
32	PVC Doors and Frames	Sintex	Sintex elastic technology Ltd.
		Duroplast	Duroplast extrusion Pvt Ltd
		Polyline	Polyline extrusion Pvt Ltd
		Raishri	Rajshri Productions Pvt. Ltd.
		NCL VEKA	NCL VEKA Ltd.
33	Stainless friction hinges	Haffle	Haffle India Pvt. Ltd.
		Securistvle	Securistvle India Pvt. Ltd.
		Earl Bihari	Earl Bihari India Pvt. Ltd.
		EBCO	EBCO
		ROTO	ROTO Frank Asia
34	Float Glass	Asahi	Asahi India glass. Ltd.
		Pilkinton	Pilkinton India Pvt. ltd.
		Modiaguard	Guiarat Guardian Ltd.
35	Reflective glass	Asahi	Asahi India Glass Ltd
		Pilkinton	Pilkinton India

		Modifloat	Guiarat Guardian Ltd.
		Glaverbel	Glaverbel India
36	Tempered reflective/ clear glass	Saint Gobain	Saint Gobain India Pvt .Ltd.
		FUSO	FUSO Glass India Pvt .Ltd.
		Gurind	Gurind India
		Asahi	Asahi India Glass Ltd
		Modiaguard	Guiarat Guardian ltd.
		Impact safety	impact safety class works Pvt Ltd
		37	Fire rated glass
Promat	Promat fire & Insulation (Pl Ltd.		
Pvran of Schott	Schott class India Pvt .Ltd.		
Pilkinton	Pilkinton India		
38	Anchor/ SS Stone Cladding Clamps/ Dash fasteners	Hilti	Hilti India Pvt. Ltd.
		Fischer	Fischer India
		Anchor	Anchor Ltd
		Nutech	
		Canon	Cannon
		Wurth	Wuerth India Pvt. Ltd
		Trixel	Axel India Pvt. Ltd
		Helfen	Helfen Gmbh
39	Structural Steel	SAIL	SAIL
		TISCO	TATA STEEL
		VIZAG	RINL
		JSW	JSW
40	M.S. Pipe, Tubes	SAIL	SAIL
		TISCO	TATA STEEL
		Apollo	
		Kalinga	
		JINDAL	JSW
41	Stainless steel	Salem	SAIL
		Connect	Connect ltd.
		Ark Product Pvt. Ltd	Ark Product Pvt. Ltd
		Jindal	JSW
		SAIL	SAIL
		KINGSTON	KINGSTON Brass
42	Stainless steel Bolts, washers, nuts	Kundan	Kundan industries Ltd
		Pooia	Pooja Steel Corporation
		Atul	Atul fasteners Ltd
		Hilti	Hilti India Pvt. Ltd
43	Stainless steel pressure plate screws	Kundan	Kundan industries Ltd
		Pooia	Pooia steel corporation
		Atul	Atul fasteners Ltd
44	Welding rods	Advani	Advani oerlikon Ltd.
		ESAB	ESAB India Pvt. Ltd
45	Metal Deck Sheet	TATA	TATA STEEL

		SAIL	SAIL
46	Shear Stud/ Connector	KOCO	KOSTER & Co.
47	Vitrified tiles	AGL	Asian Granite India Ltd
		Marbita	Marbita tiles
		NITCO	NITCO Ltd
		RAK	RAK Ceramic India Pvt Ltd.
		Restile	Restile Ceramic Ltd.
		Kaiaria	Kaiaria Ceramic Ltd
		Somanv	Somanv Ceramic Ltd
		Jhonson	Prism Jhonson Ltd
		Varmora Granite	Varmora Granite Pvt. Ltd
		Naveen	Murudeshwar Ceramic Ltd.
		Vireo	Aparna Tiles
48	Glazed Ceramic tiles (Also wall tiles)	AGL	Asian Granite India Ltd
		NITCO	NITCO Ltd
		RAK	RAK Ceramic India Pvt Ltd.
		Kaiaria	Kaiaria Ceramic Ltd
		Somany	Somanv Ceramic Ltd
		Jhonson	Prism Jhonson Ltd
		Varmora Granite	Varmora Granito Granite Pvt. Ltd
		Naveen	Murudeshwar Ceramics Ltd.
49	Synthetic Sports flooring	Armstrong	Armstrong flooring
		LG	LG Hausvs India
		Wondorfloor	RMG Polvvinvl India Ltd.
50	Linoleum sports flooring	Armstrong	Armstrong flooring India Pvt Ltd.
		Forbo	Forbo flooring India Pvt. Ltd.
		Gerflor	Gerflor flooring
51	False floor	Hewetson	Hewetson India
		Access floor system	Access Floor System
		Unifloor	Unifloor India Ltd
		Unitile	Unitile office svstems Pvt. Ltd
		PINNACLE	PINNACLE
		Kebao	Inner Space (Distributors)
52	Engineered wood floor	Armstrong	Armstrong flooring
		Mikasa Real wood floors	Green Lam Industries
		New wood	New Wood India ltd
		Werner	Dura floor Werner GmbH
		Pergo	Red floor India
53	Floor spring (For non DSR items)	Dorma	Dorma India Pvt Ltd
		Ingersolrand	Ingersolrand India Pvt Ltd
		OZONE	Ozone Hardware.
		GEZE	GEZE GmbH
54	Cement concrete parking tiles	NITCO	NITCO Ltd
		Poddar	Poddar Udyog
		Eurocon	Eurocon tiles India
		Dazzle	Dazzle Designer tiles Pvt Ltd
		NTC	NTC Parking tiles

		Hindustan tiles	Hindustan tiles Ranchi Pune
		Ultra	Ultra tile private Ltd.
55	Synthetic Carpet tiles	TOLI	TOLI corporation
		Hollitex	Hollitex carper tiles
		Standard Carpets	Standard Carpets
56	Vitrified Paving tiles	PAVIT	PAVIT ceramics Pvt Ltd.
57	Glass mosaic tiles	Italia	Tile Italia mosaics Pvt Ltd.
		Coral	Coral tiles
		Mridul	Mridul tiles
		Palladio	Palladio Mosaics
		Bisazza	Bisazza Italy
		Birla White	Birla Corporation Ltd.
		JK White	JK Cement ltd.
58	Thermal Insulation treatment	PAVIT (Eco Tile)	PAVIT Ceramics Pvt Ltd.
		Pidilite	Pidilite industries
		Elasto spray	BASF
59	Acoustic Insulation	Rock India Pvt. Ltd.	Rock India Pvt. Ltd
		Twinger insul	U.P. Twiga fiber class Ltd
		Lloyd Insulation	Lloyd Insulation (India) Ltd
		Saint Gobain Gyproc	Saint Gobain Gyproc India
		Himalayan Acoustics	Himalayan Acoustics
		Knauf	Knauf Gypsum India Pvt Ltd.
60	UPVC Pipes and fittings (Rain water pipes)	Anutone	Anutone Acoustics Ltd.
		Supreme	Supreme industries Ltd.
		Prince	Prince pipes and fittings Ltd.
		Finolex	Finalex Industries Ltd.
		Prepoly	Premier PVC Industry
		Astral	Astral polytechnic Ltd.
		Ashirwad	Ashirwad PVC Pipes
61	Sandwich PUF panelled roofing sheets	Flow Guard	Flow Guard
		Lloyd Insulation	Lloyd insulation (India ) Ltd
		JINDAL MECTEC/ JINDAL	Mectec Pvt Ltd
		Danpalon	Danapal Light architecture
		GE Plastic	GE Silicones
62	Polycarbonate Sheet	LEAAN	LEXAN Ltd
		MG Polyplast	MG Polypla8
		GE Lexon	GE Silicones
		Danpalon	Danapal Light architecture
		Alcox	Hindeggan Alcox Ltd.
63	False ceilings	Polygal	Polygal India Pvt Ltd.
		Aerolite	Andhra Polymer Pvt. Ltd./ Aerolite Industries Pvt. Ltd.
		Anutone	Anutone Acoustic Ltd.
		Armstrong	Armstrong World industries
		Gridsquare	Grid square Ceilings
		Knauf	Knauf Gypsum India Pvt. Ltd.

		USG Boral	USG Boral
		Hunter Douglas	Hunter Douglas
		Saint Gobain Gyproc	Saint Gobain Gyproc India
64	False Ceiling Members (Perimeter, Ceiling section, intermediates, angles etc.,)	Armstrong	Armstrong World Industries
		Aerolite	Andhra Polymers Pvt. Ltd./ Aerolite industries Pvt. Ltd.
		Grid square	Grid Square Ceilings
		Gypframe steel	British Gypsum
		Knauf	Knauf Gypsum India Pvt. Ltd.
		Lloyd	Lloyd Insulation (India ) Ltd
		Saint Gobain	Saint Gobain Gyproc
65	Synthetic enamel Paint	Premium gloss enamel	Asian paint Ltd
		Dulex	ICI Dulex Ltd
		Nerolac	Nerolac Paints Ltd
		Berger	Berger Paints
		Nippon	Nippon Paint India Ltd.
66	Pink primer	Wood primer	Asian paint
		Dulex	ICI Dulex
		Nerolac	Nerolac Kansia Nerolac Paints Ltd.,
		Berger	Berger Paints
		Nippon	Nippon
67	Red Oxide Zinc Chromate primer	High performance yellow metal	Asian Paints
		Dulex	ICI Dulex
		Nerolac	Nerolac
		Burger	Berger Paints
		Nippon	Nippon
68	Oil Bound Distemper	Tractor Aqalock	Asian paint
		Dulux (Maxilite)	Dulux
		MG Polyplast	Nerolac
		Berger (Bisom)	Berger Paints
69	Acrylic emulsion	Premium emulsion	Asian paint
		Dulux (Super Cover)	ICI Dulux
		Nerolac (Beauty Gold)	Nerolac
		Berger (BISM)	Berger Paints
70	Water Proof Cement paint	Asian external wall primer	Asian paint
		Berger	Berger Paints
		Surfa	Surfa coats (India) Pvt, Ltd.
		ICI DULUX	ICI DULUX
		Cem Colour	Snowcem Paints
71	Acrylic smooth exterior paint	Dulux	ICI Dulux
		Apex	Asian paints
		Nerolac	Nerolac
		Berger	Berger

		Nippon	Nippon
72	Premium Acrylic smooth exterior paint with silicon additives	ULTIMA	Asian p
		Dulux	ICI Dulux
		Nerolac	Nerolac
		Berger	Berger
73	Cement based wall putty	J.K wall putty	J.K. Cement Ltd,
		Birla wall care	Birla Cements Ltd,
		Asian paints	Asian Paints Ltd
		Altek	NCL Alltek & seccold Ltd
		Berger	Berger
		Ardex Endura	Ardex Endura India Pvt. Ltd.
		Ferrous Crete Ltd.	Ferrous Crete (India) Pvt. Ltd.
74	Acrylic textured plaster	Apex Duracast	Asian paints
		Spectrum paints	Spectrum paints Ltd.
		Heritage	Heritage Raj Kamal Group
		Asian paints	Asian Paints
		Nerolac	Nerolac
75	Ready mix cement plaster	Ready Plast	UltraTech cements Ltd.
		Gyproc Plasters	Saint Gobain Gyproc India
		Ultra tech	Ultra tech Cement Ltd.
		Ferrous Crete	Ferrous Crete (India) Pvt. Ltd. 1
76	Melamine Polish	Asian paints	Asian paints
		Melamine Gold wudfin	Pidilite industries
		Polycure	Polycure Malaysia
77	Fire retardant paint	Jotun	Jotun paints
		Hilti	Hilti India
		Akzonobel	Dulex Akzonobel Paints
		Asian Paints	Asian Paints
		STPL Ltd.	STPL Ltd.
78	Anticorrosive bitumastic paint	Berger	Berger paints India Ltd.
		Shalimar	Shalimar paints India Ltd.
		IS 158 bituminous black	Asian Paints
79	Cement Primer	Asian paints	Asian paints
		JK Primaxx	JK Cement Ltd.
		Berger	Berger paints India Ltd.
80	Epoxy paint	Asian epoxy	Asian paints
		Berger	Berger paints India Ltd.
		Shalimar	Shalimar paints
		STP Ltd.	Shalimar Tar Products
		Ardex Endure	Ardex Endura India Pvt. Ltd.
		Nerolac	Nerolac
81	Epoxy coating	BASF	BASF India Ltd.
		Fosroc	Fosroc India
		Laticrete	MYK Laticrete India
		Ardex Endura	Ardex Endura India Pvt. Ltd.
		Ferrous Crete	Ferrous Crete (India) Pvt. Ltd.

82	Silicon coating	Dow corning	Dow coming India
		BASF	BASF India Ltd.
		GE	GE Silicones
		Wacker	Wacker silicones.
83	Interlocking Concrete paver Blocks	Dazzle	Dazzle designer tiles (P) Ltd.
		Ultra	Ultra tiles Pvt Ltd.
		Shree	Shree Bharat Paver blocks
		Hindustan tiles	Hindustan tiles, Ranchi Pune
		Vyara tiles	VYARA TILES Pvt Ltd., 1 Surat
		NITCO (ROCKARD)	NITCO
		BHARAT (NILSAN)	Bharat
		REGENCY	Regency
		Basant Betons	Basant Betons
84	Solar studs/ Median markers	3M	
		Avery Dennison	Avery Dennison India Pvt Ltd.
		Nikkalite	Nippon carbide Industries (USA)
85	Polycarbonate Convex mirrors, Rubberized road hump	Unique safety solutions	Unique safety solutions
86	Mirror	Modi Guard	Gujarat Guardian Ltd.
		Saint Gobain	Saint Gobain Glass India Ltd.,
		AIS mirror	Asahi India glass Ltd,
		Atul	Atul glass Industries Ltd.
87	Vitreous Commodes/ Washbasin	Hindware	HSIL Ltd,
		Roca	ROCA Bath room products
		Parryware	ROCA Bath Pvt. Ltd.,
		Kohler	Kohler world wide
		CERA	CERA Sanitary ware Ltd.
		Jaguar	Jaguar Group
88	Flushing Cistern	Parryware	ROCA Bath Pvt. Ltd.,
		Kohler	
		Hindware	HSIL Ltd.
		CERA	CERA Sanitary ware Ltd.
		Jaguar Group	
89	SWR PVC Pipes & fittings	Supreme	Supreme Industries Ltd.
		Astral	Astral Ltd.
		Finolex	Finolex Industries Ltd.
		Flowgard	Ashirwad PVC Pipes
		Prince	Prince Pipes and fittings
90	Stainless Steel Kitchen sink	Jhonson	Prision Jhonson Ltd.
		Diamond	Phoenix Appliances Pvt. Ltd.
		Jindal	Centaury polytech
		Nilkanth	Nilkant
		Nirali	Jyoti (India) matel Industries Pvt Ltd.
		Hindware	HSIL Ltd
		Silver shine	Blue stone sanitary Industries Pvt. Ltd_
		Joyna	Joyna
		Navkar	Shri Navkar Metals Ltd.

		Franke	Franke India Ltd.
		Futura	Futura Kitchen Sinks India Pvt. Ltd.
91	Centrifugally Caste (Spun) Iron Soil Pipes	Neco	Jayaswal Neco Ltd
		SKF brand	SKF Industries
		HEPCO	Hepco
		Bengal Iron Corporation	Bengal Iron Corporation
		Neco	Jayaswal Neco Ltd
		RPMF	Raj Pattern Makers and Founders Pvt. Ltd.
92	PE-AL-PE Composite pipes	Kitec	Kitec Industries (India) Pvt. Ltd.
93	GI Pipes	TATA	TATA Steel Ltd.,
		Zenith	Zenith Birla (India) Ltd.
		HISSAR	HISSAR
		Jindal	Jindal Pipes Ltd.
94	GI Pipe fittings	Zoloto	Zoloto Industries
		Unik	Unik malleables
		HB	HB Industries
		ICS	Shree Samarth Engineers
95	Water supply Valves	Zoloto	Zoloto Industries
		leader	leader valves Ltd.
		ARCO	Arco valves Pvt. Ltd.
		Nanda	Nanda Miller company
96	CPVC pipes and fittings	Supreme	Supreme Industries Ltd.
		Finolex	Finolex Industries Ltd.
		Astral	Astral Polytechnic Ltd.
		Prince	Prince Pipes and fittings Ltd.
		Truflo	HIS Ltd.
		Bide Aerocon	HIL Ltd.
		Ashirwad	Ashirwad PVC Pipes
		Flowgard	Flowgard
97	PVC / HDPE water storage tanks	Sintex	Sintex plastic technology Ltd.,
		Vectus	Vectus Industries Ltd
		Supreme	Supreme Industries Ltd.
98	DI Pipes	Electro steel	Electro steel
		Jindal	Jindal
		Tata Ductura	Tata Ductura
		Kapilansh	Kapilansh
		Keshoram	Keshoram
99	DI Fittings	Electrosteel	Electrosteel
		Jindal	Jindal
		Tata Ductura	Tata Ductura
		Kapilansh	Kapilansh
		Keshoram	Keshoram
100	Water supply fixtures like bibcock, Shower panels	Jaguar	Jaguar Group
		Parryware	Roca bath room products Pvt. Ltd,
		Metro	Metro sanitations Pvt. Ltd.,
		Waterman	Kewal brothers

		Seiko	Seiko Sanitations
		Prayag	Prayag polymers Pvt Ltd.,
		Kingston	Kingston brass India
		Johnson	Prism Jhonson Ltd
		MARC	MARK Showers
		Hindware	HSIL Ltd.
101	Air release valve	Kirloskar	Kirloskar brothers Ltd.,
		RBM	AFS Ltd.,
		Kartar	Kartar valves private Ltd.,
102	Centrifugally (Spun) Cast Iron	Lanco/Sripipes	Electrosteel castings Ltd,
		Jindal	Jindal saw Ltd.
		Kesoram	Kesoram industries Ltd.
		Electrosteel	Electrosteel castings Ltd.
103	Spun cast iron fittings	Neco	Jayaswal Neco Ltd. Kartar Valves Private Ltd
		Kartar	Kartar Valves Private Ltd.
		Electrosteel	Electrosteel castings Ltd.
		Kapilansh Centrifugal	Kapilansh Dhatu Udyog (P) Ltd.
		SKF brand	SINGHALIRON FOUNDRY Pvt. Ltd.
104	CI double flange sluice valve	Kirloskar	Kirloskar brothers Ltd.,
		RBM	AFS Ltd ,
		Kartar	Kartar valves private Ltd.
		IVS	Indian valves private Ltd
		Zoloto	Zolota Industries
		BURN	BURN
		Leader	Leader valves Ltd
105	CI double flanged non return valve	Kirloskar	Kirloskar Brothers Ltd
		Fluid tech	Fluid tech
		Zolto	Zolota Industries
106	Gun metal Valves	Zolto	Zolota Industries
		Leader	Leader valves Ltd.
		Sant	Sant valves Pvt Ltd,
		Audco	L&T Valves
107	PTMT/PVC water supply, Sanitary fittings, bib cocks, pillar cock, Angle Valve	PEARL	Precision Products
		Prayag	Prayag Polymers (P) Ltd
		Supreme	Supreme Industries
108	RCC Pipes	Indian Hume Pipe	Indian Hume Pipe Ltd.
		Madurai spun pipe	Madurai spun pipe company
		Lakshmi Sood & Sood	Lakshmi Sood & Sood Pipe Co,
		Jain & Co	Jain spun pipes Co.
109	CI Manhole cover	Neco	Jayaswal Neco Ltd.
		HEPCO	
		BIC	Bengal iron corporation
110	SFRC Cover and rating	KK	KK Manhole and gratings Co Pvt Ltd
		Advent	Advent concrete vision
		Kutty	Kutty Industries

		Nu-TEC	Nu-Tech concrete products (P) Ltd,
111	Plastic Encapsulated Foot Rest	KK India	KK Manhole and gratings Co Pvt Ltd.,
		KGM	KGM Exports.
		Accurate Buildcon	Accurate Buildcon company.
112	Spun cast iron covers & gratings	Neco	Jayaswal Neco Ltd
		Jagannath	Sri Jagannath Iron Foundry Pvt. Ltd
		Kapilansh Centrifugal	Kapilansh Dhatu Udyog (p)Ltd.
		SKF brand Hindalco	SINGHALIRON FOUNDARY Pvt. Ltd.
113	Aluminium doors/windows sections (Powder coated)	Hindalco	Hindalco Industries Ltd.
		Jindal	Jindal Aluminium Ltd ,
		Padmavathi Extrusion	Padmavathi Extrusion Private Ltd.
		Hydro	Hydro Extrusion
		Omalco Extrusion	Omalco Extrusion Pvt Ltd.
		Bhoruka	Bhoruka Aluminium Ltd.,
		Indal	Indian Aluminium Ltd.,
114	Aluminium systems Anodized aluminium fittings for doors windows	Define	Define Overseas Pvt. Ltd
		Schueco	Schueco India Pvt. Ltd ,
		Bhoruka	Bhoruka Aluminium Ltd.,
		Kawneer	Kawneer India
		Hardima	Hardima sales corporation
		Everite	Everite Agencies
		Jyothi	Jyothi Industries
		Sigma	Sigma Corporation
115	Friction stay hinges	Earl Bihari	Earl Bihari Pvt. Ltd.
		KINLONG	Kinlong Industries
116	EPDM Gaskets	Anand	Anand NVH products (P) Ltd.,
		Roop	Roop Polymers Ltd
		Bohra	Bohra rubber Pvt Ltd.,
		Hanu	Hanu Industries
		Ame Rubber	Ame Rubber Industries Pvt Ltd
117	Silicon Gaskets	Sree Gaurav	Sree Gaurav Industries Rubber
118	Masking Tapes	3M	3M
		Sun	Sun
		Wonder polymer	Wonder Tape Industries
		Roop	Roop Polymers Ltd.
119	Water proofing compound	Fosroc	Fosroc India
		Ferrous Crete	Ferrous Crete (India) Pvt. Ltd.
		Sika	Sika India
		MYK Schomburg	MYK Arments range of products
		Penetron	Penetron India Pvt Ltd
		Dr. Fixit	Pidilite Industries
		Accoproof	ACC cements Ltd.
		Ardex Endura	Ardex Endura (India) Ltd
Alchemica	Alchemica Ltd		
120	Membrane Water proofing system	BASF	BASF India Ltd
		Ferrous Crete	Ferrous Crete (India) Pvt. Ltd.

		STP Ltd	Shalimar Tar Products
		MYK Schomburg	MYK Arments range of products
		Asian paints	Smart Care Water Proofing products
		Dr. Fixit	Pidilite Industries
		Alchemica	Alchemica Ltd.
		Ardex Endura	Ardex Endura ltd
		Hydro tech	Hydro tech Ltd
121	Chemical water proofing system	BASF	BASF India Ltd.,
		Ferrous Crete	Ferrous Crete (India) Pvt. Ltd
		MC-Bauchemie	MS-Bauchemie India Ltd
		Sika	Sika India
		Sunanda speciality coating	Sunanda speciality coating Pvt Ltd.
		Perma construction Aid	Perma construction Aid Pvt Ltd,
		Fosroc	Fosroc India
122	Water stops	Dr. Fixit	Pidilite Industires
		Hydrotite	Sika India
		BASF	BASF India Ltd
		Dr Fixit	Pidilite Industires
		Ardex Endura	Ardex Endura ltd
		Ferrous Crete	Ferrous Crete India) Pvt. Ltd.
123	Aluminium composite panels	Hydroswell	Sika India
		Alucobond	3A Composites India Pvt.Ltd
		Eurobond	M/S Euro panel products Pvt. Ltd
		Aludecor	MIS Aludecor Lamination Pvt. Ltd.
		Reynobond	Reynobond
		Alpolic	Alpolic
124	PVC Perforated Pipes	Alstrong	Alstrong
		Rex Polyextrusion	Rex Polyextrusion Ltd,
		Akash Enterprises	Akash Enterprises
		Zenplas Pipes	Zenplas Pipes Pvt. Ltd ,
125	Play Equipements	Supreme	Supreme Industries
		Koochie Play	Koochie Play Systems Pvt. Ltd.
126	Structural Sealant	Playworld Systems	Playworld Systems India
		Dow corning	Dow corning India
		Wacker	Wacker Silicones.
		GE	GE Silicones
		STP Ltd	Shalimar Tar Products
		Asian paints	Smart Care Sealant
		Fosroc	Fosroc India
127	Poly- Sulphide Sealant	BASF	BASF India Ltd.,
		Dr. Fixit	Pidilite Industries .Ltd,
		Ferrous Crete	Ferrous Crete (India) Pvt. Ltd.
		MYK Schaumburg	MYK Arments range of products
		Pidilite	Pidilite Industries
		STP Ltd.	Shalimar Tar Products
		Fosroc	Fosroc India

		Techseal	Choksey Chemical Pvt. Ltd,
		Tuff seal	Bandit construction Chemical
128	Bitumen Impregnated Board	Shalitex	Shalimar Tar Products
129	Polyethylene backer rod	Supreme	Supreme Industries
130	Epoxy	Fosroc	Fosroc India
		Ferrous Crete	Ferrous Crete (India) Pvt. Ltd.
		Shalibons	Shalimar Tar Products
		Asian paints	Asian Paints
		Ardex	Ardex Endure (India) Pvt. Ltd.
131	Weather Silicon make and grade	Dow corning	Dow corning India
		Momentive (GE)	GE Silicones
132	GRC Jali	Terrafirma	Terrafirma GRC Industries
		Ecovision	Ecovision Industries Pvt. Ltd.,
		Mahesh GRC	Mahesh Prefab Pvt Ltd.,
133	Air transfer grills	Cool grills	Cool grills, Pune
		Systemair India	Systemair India Pvt. Ltd.
134	Ready-made/ Gypsum Plaster	Ferrous Crete	Ferrous Crete (India) Pvt. Ltd.
		Gyproc Cute 100	Gyproc India
		UltraTech	UltraTech cements Ltd.
135	Steel Windows/ Pressed Steel Frames	Madhu Industries	Madhu Industries, San Harvic, NCL
		San Harvic	San Harvic
		NCL	NCL Industries
136	PVC Door Frames & Shutters	Rajshri	Rajshri Productions Pvt. Ltd.
		Plastiwood	Plastiwood
		Sintex	Sintex plastic technology Ltd.,
		Accucel	Accura Polytech Pvt.Ltd
137	PVC Flooring	LG Hausys	LG Hausys
		Gerflor	Gerflor flooring
		Armstrong	Armstrong World Industries
138	Grass Paver	Unistone	Unistone
		Ultra	Ultra Ltd.
139	FRP Door Frames & Shutter	Meena Fibre Glass	Meena Fibre Glass
		Duroplast	Duroplast extrusion Pvt Ltd
		Cactus	Cactus
		Polyline	Polyline
140	Non Metallic Floor Surface Hardeners	Ironite	Ironite
		Hardonite	Hardonite
		FOSROC	Fosroc India
		SIKA	SIKa India
		BASF	BASF India Ltd.,
		CICO,	CICO Technologies Ltd.
		Pidilite	Pidilite Industries Ltd.
141	PU Enamel Metallic Paints on MS Structure & Epoxy paints (Premium Quality)	SKK	SKK Ltd.
		Akzonobel	Akzonobel
		Asian	Asian Paints
		Berger	Berger paints India Ltd.
		MRF	MRF Paints

142	Rockwool/Glass wool Insulation	Twigafiber	Twigafiber glass Ltd
		Llyod Insulation	Llyod Insulation Ltd.
		Supereme	Supereme Industries ltd
143	Actactic Polypropylene (APP)	STP	Shalimar Tar Products
	Modified Water proof fulembrane	Ferrous Crete	Ferrous Crete (India) Pvt. Ltd.
		Bitumat Co Ltd	Bitumat Co. Ltd
		Pidilite	Pidilite Industries Ltd
		Ardex Endure	Ardex Endura
		Hydrotech Ltd.	Hydrotech Ltd
144	Structural Glazing	Modi	Modi Guard
		Saint Gobain	Saint Gobain Glass India Ltd.
		Asahi	Asahi India glass Ltd,
		Glaverbel	Glaverbel India
145	Sensor Based Auto flush Systems	AOS Systems	AOS Systems
		TOTO	TOTO Ltd
		Parryware	Parryware Sanitary ware
		Hindware.	HSIL Ltd
		Grohe	Grohe
		Jaguar	Jaguar Group
		Kocher	Kocher
146	Float Valve (Ball Valve)	Prayag	Prayag Polymers (P) Ltd
		Leader	Leader valves Ltd.
		Zoloto	Zolota Industries
		IBP	IBP Industries
		Arco	Arco valves Pvt. Ltd.
147	Spider Patch Fittings for Structural Glazing	Dorma	Dormakaba
		Sevax	Saint Gobain Glass India Ltd.,
		Kich	Kich India
		Ozone	Ozone Ltd
		Hafele	Hafele Ltd
148	Multi Walled Polycarbonate Roofing Sheets	Danapalon	Danapal Light architecture
		Lexan GE	GE Lexan
149	Adhesive for MC Block /Tiles	UltraTech	UltraTech cements Ltd.
		Ardex Endura/Gold Star	Ardex Endura
		Ferrous Crete	Ferrous Crete (India) Pvt, Ltd
150	Aluminium Framework	MFE(MJVAN)	MIVAN
		S-Form	S-Form
		MFS	MFS
151	EPDM Water Proofing Membrane	Smart Care	Asian Paints
		Ferrous Crete	Ferrous Crete (India) Pvt, Ltd
		Pidilite Industries	Pidilite Industries
		STP	Shalimar Tar Products
		Fosroc	Fosroc India
152	PU Coating (UV Resistant Liquid Applied Coating	Smart Care	Asian Paints
		Pidilite	Pidilite Industries

153	Polyurea Ultra	Smart Care/Ferrous Crete	Asian Paints
		Ferrous Crete .	Ferrous Crete (India) Pvt. Ltd
		BASE	BASF
		SIKA	SIKa India
		Pidilite	Pidilite Industires
154	Modular Kitchen Wardrobes /	Sleek	Asian Pain\s
		Godrej	Godrej & Boyce Co
	Hardware and accessories	Space wood	space wood
		Evoke	Evoke
155	High end Exterior Textures	Allura/ Graniza Range	Asian Paints
		SKK Brand	SKK Ltd
		Berger	Berger paints India Ltd.
156	Acrylic Exterior Textures	Asian paints	Asian Paints
		Berger	Berger paints India Ltd.
		Akzonobel	Akzonobel
		Ebco	Ebco
		Nerolac	Nerolac Paints Ltd
157	Puff Insulations	Smart Care	Asian Paints
		Llyod Insulation	Llyod insulation (India) Ltd.
		Fosroc	Fosroc India
		BASF	BASF
		Pidilite	Pidilite Industries Ltd.
		Supreme	Supreme Ltd
		Ferrous Crete	Ferrous Crete (India) Pvt Ltd.
		Asian paints	Smart Care SC GP Grout Gray
		BASF	BASE
		Pidilite	Pidilite Industries Ltd.
		Care	Care
159	Galvolume sheet for roofing, cladding, Sandwich panel	Llyod Metal Craft	Llyod Insulations.
		Tata Blue Scope	Tata Blue scope
		Bhushan	Bhushan steal
		JSW	JSW
		Essar	Essay group
160	Mechanical coupler for Reinforcement	Dextra	Dextra India Pvt. Ltd
		Sanfield	Sanfield India Ltd
161	Aluminium composite panels	Hynadecor	Hynadecor
		Alstone	Alstone
		Eurobond	Eurobond Pvt.Ltd



**Percentage Rate / Item Rate Tender & Contract**

**प्रतिशत दर/मद दर निविदा एवं संविदा**

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## GENERAL GUIDELINES

1. This book of "General Conditions of Contract" is applicable to both types of tenders i.e. "Percentage rate tenders and Item rate tenders". Accordingly, alternative provisions for conditions Nos. 4A, 9 & 10 of the General Rules and Directions are given in this book. The appropriate alternatives will be applicable in specific cases depending on whether this is used for percentage rate tender (CPWD-7) or item rate tender (CPWD-8).
2. CPWD-6, Schedules A to F, special conditions/specifications and drawings etc. will be part of NIT and shall be uploaded.
3. The intending bidders will quote their rates in Schedule A and schedule A to F and proforma for registers are only for information and guidance
4. Authority approving the Notice Inviting Tenders (NIT) shall fill up all the blanks in CPWD-6 and in Schedules B to F before issue of Tender Papers.
5. The intending bidders will quote their rates in Schedule A.
6. The proforma for registers and Schedules A to F are only for information and guidance. These are not to be filled in the Standard Form. The Schedules with all blanks, duly filled, shall be separately issued to all intending tenderers.

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



**GOVERNMENT OF INDIA  
CENTRAL PUBLIC WORKS DEPARTMENT**

**Percentage Rate Tender/Item Rate Tender & Contract for Works**

(A) Tender for the work of :-

.....  
.....

- (i) To be uploaded by ..... hours on ..... to/upload at
- (ii) To be opened in presence of tenderers who may be present at ..... hours on ..... in the office of .....

**TENDER**

I/We have read and examined the notice inviting tender, schedule, A, B, C, D, E & F Specifications applicable, Drawings & Designs, General Rules and Directions, Conditions of Contract, clauses of contract, Special conditions, Schedule of Rate & other documents and Rules referred to in the conditions of contract and all other contents in the tender document for the work.

I/We hereby tender for the execution of the work specified for the President of India within the time specified in Schedule 'F' viz., schedule of quantities and in accordance in all respect with the specifications, designs, drawing and instructions in writing referred to in Rule-1 of General Rules and Directions and in Clause 11 of the Conditions of contract and with such materials as are provided for, by, and in respect of accordance with, such conditions so far as applicable.

I/We agree to keep the tender open for ..... days from the due date of its opening in case of single bid system ..... from the date of opening of technical bid in case tenders are invited on 2 /3 bid/ system for specialised work and not to make any modification in its terms and conditions.

I/We have deposited EMD for the prescribed amount in the office of concerned Executive Engineer as per the bid document.

A copy of earnest money deposit receipt of prescribed amount deposited in the form of Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee (as prescribed) issued by a Commercial Bank, is scanned and uploaded (strike out as the case may be). If I/We, fail to furnish the prescribed performance guarantee within prescribed period, I/We agree that the said President of India or his successors, in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Further, if I/We fail to commence work as specified, I/ We agree that President of India or the successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said performance guarantee absolutely. The said Performance Guarantee shall be a guarantee 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 or Performance Guarantee as aforesaid, I/We shall be debarred for participation in the re-tendering process of the work.

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

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

Dated

Signature of Contractor

Witness:

Postal Address

Address:

Occupation:

#### ACCEPTANCE

The above tender (as modified by you as provided in the letters mentioned hereunder) is accepted by me for and on behalf of the President of India for a sum of Rs. .... (Rupees .....

The letters referred to below shall form part of this contract agreement:-

- (a)
- (b)
- (c)

For & on behalf of the President of India.

Signatures .....

Dated:

Designation .....



**GOVERNMENT OF INDIA**  
**CENTRAL PUBLIC WORKS DEPARTMENT**

**General Rules & Directions**

1. All work proposed for execution by contract will be notified in a form of invitation to tender pasted by publication in News papers or posted on website as the case may be. This form will state the work to be carried out, as well as the date for submitting and opening tenders and the time allowed for carrying out the work, also the amount of earnest money to be deposited with the tender, and the amount of the security deposit and Performance guarantee to be deposited by the successful tenderer and the percentage, if any, to be deducted from bills. Copies of the specifications, designs and drawings and any other documents required in connection with the work signed for the purpose of identification by the officer inviting tender shall also be open for inspection by the contractor at the office of officer inviting tender during office hours.
2. In the event of tender being submitted by a firm, it must be signed separately by each partner thereof or in the event of the absence of any partner, it must be signed on his behalf by a person holding a power of attorney authorizing him to do so, such power of attorney to be produced with the tender, and it must disclose that the firm is duly registered under the Indian Partnership Act 1952.
3. Receipts for payment made on account of work, when executed by a firm, must also be signed by all the partners, except where contractors are described in their tender as a firm, in which case the receipts must be signed in the name of the firm by one of the partners, or by some other person having due authority to give effectual receipts for the firm.

**Applicable for Item Rate Tender only (CPWD - 8)**

4. The rate(s) must be quoted in decimal coinage. Amounts must be quoted in full rupees by ignoring fifty paise and considering more than fifty paise as rupee one.

In case the lowest tendered amount (worked out on the basis of quoted rate of Individual items) of two or more contractors is same, then such lowest contractors may be asked to submit sealed revised offer quoting rate of each item of the schedule of quantity for all sub sections/sub heads as the case may be, but the revised quoted rate of each item of schedule of quantity for all sub sections/sub heads should not be higher than their respective original rate quoted already at the time of submission of tender. The lowest tender shall be decided on the basis of revised offer.

If the revised tendered amount (worked out on the basis of quoted rate of individual items) of two or more contractors received in revised offer is again found to be equal, then the lowest tender, among such contractors, shall be decided by draw of lots in the presence of SE of the circle, or CE of the zone EE(s) in-charge of major & minor component(s) (also DDH in case Horticulture work is also included in the tender), and the lowest contractors those have quoted equal amount of their tenders.



In case of any such lowest contractor in his revised offer quotes rate of any item more than their respective original rate quoted already at the time of submission of tender, then such revised offer shall be treated invalid. Such case of revised offer of the lowest contractor or case of refusal to submit revised offer by the lowest contractor shall be treated as withdrawal of his tender before acceptance and 50% of his earnest money shall be forfeited.

In case all the lowest contractors those have same tendered amount (as a result of their quoted rate of individual items), refuse to submit revised offers, then tenders are to be recalled after forfeiting 50% of EMD of each lowest contractors.

Contractor, whose earnest money is forfeited because of non-submission of revised offer, or quoting higher revised rate(s) of any item(s) than their respective original rate quoted already at the time of submission of his bid shall not be allowed to participate in the retendering process of the work.

**Applicable for  
Percentage Rate  
Tender only [CPWD- 7]**

4A In case of Percentage Rate Tenders, contractor shall fill up the usual printed form, stating at what percentage below/above (in figures as well as in words) the total estimated cost given in Schedule of Quantities at Schedule-A, he will be willing to execute the work. The tender submitted shall be treated as invalid if :-

- I. The contractor does not quote percentage above/below on the total amount of tender or any section/sub head of the tender.
- II. The percentage above/below is not quoted in figures & words both on the total amount of tender or any section/sub head of the tender.
- III. The percentage quoted above/below is different in figures & words on the total amount of tender or any section/sub head of the tender.

Tenders, which propose any alteration in the work specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other conditions of any sort including conditional rebates, will be summarily rejected.

4B In case the lowest tendered amount (estimated cost + amount worked on the basis of percentage above/below) of two or more contractors is same, such lowest contractors will be asked to submit sealed revised offer in the form of letter mentioning percentage above/ below on estimated cost of tender including all sub sections/sub heads as the case may be, but the revised percentage quoted above/below on tendered cost or on each sub section/ sub head should not be higher than the percentage quoted at the time of submission of tender. The lowest tender shall be decided on the basis of revised offers.

In case any of such contractor refuses to submit revised offer, then it shall be treated as withdrawal of his tender before acceptance and 50% of earnest money shall be forfeited.

If the revised tendered amount of two more contractors received in revised offer is again found to be equal, the lowest tender, among such contractors, shall be decided by draw of lots in the presence of SE of the circle, or CE of the zone EE(s) in-charge of major & minor component(s) (also DDH in case Horticulture work is also included in the tender), & the lowest contractors those have quoted equal amount of their tenders.

In case all the lowest contractors those have quoted same tendered amount, refuse to submit revised offers, then tenders are to be recalled after forfeiting 50% of EMD of each contractor. Contractor(s), whose earnest money is forfeited because of non-submission of revised offer, shall not be allowed to participate in the re-tendering process of the work.



5. The officer inviting tender or his duly authorized assistant, will open tenders in the presence of any intending contractors who may be present at the time.
6. The officer inviting tenders shall have the right of rejecting all or any of the tenders and will not be bound to accept the lowest or any other tender.
7. The receipt of an accountant or clerk for any money paid by the contractor will not be considered as any acknowledgment or payment to the officer inviting tender and the contractor shall be responsible for seeing that he procures a receipt signed by the officer inviting tender or a duly authorized Cashier.

**Applicable for Item Rate Tender only (CPWD - 8)**

8. In the case of Item Rate Tenders, only rates quoted shall be considered. Any tender containing percentage below/above the rates quoted is liable to be rejected. Rates quoted by the contractor in item rate tender in figures and words shall be accurately filled in so that there is no discrepancy in the rates written in figures and words. However, if a discrepancy is found, the rates which correspond with the amount worked out by the contractor shall unless otherwise proved be taken as correct. If the amount of an item is not worked out by the contractor or it does not correspond with the rates written either in figures or in words, then the rates quoted by the contractor in words shall be taken as correct. Where the rates quoted by the contractor in figures and in words tally, but the amount is not worked out correctly, the rates quoted by the contractor will unless otherwise proved be taken as correct and not the amount. In event no rate has been quoted for any item(s), leaving space both in figure(s), word(s), and amount blank, it will be presumed that the contractor has included the cost of this/these item(s) in other items and rate for such item(s) will be considered as zero and work will be required to be executed accordingly.

However, if a tenderer quotes nil rates against each item in item rate tender, the tender shall be treated as invalid and will not be considered as lowest tenderer and earnest money deposited shall be forfeited.

**Applicable for percentage Rate Tender only (CPWD - 7)**

9. In case of Percentage Rate Tenders only percentage quoted shall be considered. Any tender containing item rates is liable to be rejected. Percentage quoted by the contractor in percentage rate tender shall be accurately filled in figures and words, so that there is no discrepancy.

**Applicable for Percentage Rate Tender only (CPWD - 7)**

10. In Percentage Rate Tender, the tenderer shall quote percentage below/above (in figures as well as in words) at which he will be willing to execute the work. He shall also work out the total amount of his offer and the same should be written in figures as well as in words in such a way that no interpolation is possible. In case of figures, the word 'Rs.' should be written before the figure of rupees and word 'P' after the decimal figures, e.g. 'Rs. 2.15P' and in case of words, the word 'Rupees' should precede and the word 'Paisa' should be written at the end.

11. (i) The Contractor whose tender is accepted, will be required to furnish performance guarantee at specified percentage of the tendered amount as mentioned in Schedule 'E' and within the period specified in Schedule F. This guarantee shall be in the form of Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt or Bank Guarantee of any Commercial Bank.
- (ii) The contractor whose tender is accepted will also be required to furnish by way of Security Deposit for the fulfillment of his contract, an amount equal to 2.5% of the tendered amount of the work. The Security deposit will be collected by deductions from the running bills as well as final bill of the contractor at the rates mentioned above. The Security amount will also be accepted in the shape of Insurance



Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt or Bank Guarantee from any of the Commercial Banks will be accepted for this purpose provided confirmatory advice is enclosed.

12. On acceptance of the tender, the name of the accredited representative(s) of the contractor who would be responsible for taking instructions from the Engineer-in-Charge shall be communicated in writing to the Engineer-in-Charge.
13. GST or any other tax applicable in respect of inputs procured by the contractor for this contract shall be payable by the Contractor and Government will not entertain any claim whatsoever in respect of the same. However, component of GST at time of supply of service (as provided in CGST Act 2017) provided by the contract shall be varied if different from that applicable on the last date of receipt of tender including extension if any.
14. The contractor shall give a list of both gazetted and non-gazetted C.P.W.D. employees related to him.
15. The tender for composite work includes, in addition to building work, all other works such as sanitary and water supply installations drainage installation, electrical work, horticulture work, roads and paths etc.
16. The contractor shall submit list of works which are in hand (progress) in the following form:-

Name of work	Name and particulars of Divn where work is being executed	Value of work progress	Position of works in	Remarks
1.	2.	3.	4.	5.



## CONDITIONS OF CONTRACT

### Definitions

1. The **Contract** means the documents forming the tender and acceptance thereof and the formal agreement executed between the competent authority on behalf of the President of India 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, places on, into or or where work is to be executed under the contract or any adjacent land, path or street or where work is to be executed under the contract or any adjacent land, path or street which may be temporarily 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 composing such firm or company, or the successors of such firm or company and the permitted assignees of such individual, firm or company.
  - (iv) The **President** means the President of India and his successors.
  - (v) **Government** or **Government of India** shall mean the President of India.
  - (vi) The **Engineer-in-charge** means the Engineer Officer who shall supervise and be in charge of the work and who shall sign the contract on behalf of the President of India as mentioned in Schedule 'F' hereunder .
  - (vii) The term **Director General** includes Special Director General/Additional Director General/Chief Engineer.
  - (viii) **Accepting Authority** shall mean the authority mentioned in Schedule 'F'.
  - (ix) **Excepted Risk** are risks due to riots (other than those on account of contractor's employees), war (whether declared or not) invasion, act of foreign enemies, hostilities, civil war, rebellion revolution, insurrection, military or usurped power, any acts of Government, damages from aircraft, acts of God, such as earthquake, lightening and unprecedented floods, and other causes over which the contractor has no control and accepted as such by the Accepting Authority or causes solely due to use or occupation by Government of the part of the works in respect of which a certificate of completion has been issued or a cause solely due to Government's faulty design of works.
  - (x) (a) **Market Rate** shall be the 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.



Provided that no extra overheads and profits shall be payable on the part(s) of work assigned to other agency(s) by the contractor as per terms of contract.

- (b) Schedule(s) referred to in these conditions shall mean the relevant schedule(s) annexed to the tender documents or the standard Schedule of Rates of the government mentioned in Schedule 'F' hereunder, with the amendments thereto issued upto the date of receipt of the tender.
- (xi) **Department** means CPWD or any department of Government of India which invites tenders on behalf of President of India as specified in schedule 'F'.
- (xii) **District Specifications** means the specifications followed by the State Government in the area where the work is to be executed.
- (xiii) **Tendered value** means the value of the entire work as stipulated in the letter of award.
- (xiv) **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.
- (xv) **GST** shall mean Goods and Service Tax - Central, State and Inter State.

**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 documents. None of these documents shall be used for any purpose other than that of this contract.

**Works to be carried out**

- 6. The work to be carried out under the Contract shall, except as otherwise provided in these conditions, include all labourers, 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.

**Sufficiency of Tender**

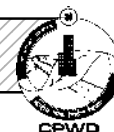
- 7. The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices quoted in the Schedule of Quantities, which rates and prices shall, except as otherwise provided, cover all his obligations under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

**Discrepancies and Adjustment of Errors**

8. The several documents forming the Contract are to be taken as mutually explanatory of one another, detailed drawings being followed in preference to small scale drawing and figured dimensions in preference to scale and special conditions in preference to General Conditions.
- 8.1 In the case of discrepancy between the schedule of Quantities, the Specifications and/ or the Drawings, the following order of preference shall be observed:-
- (i) Description of Schedule of Quantities.
  - (ii) Particular Specification and Special Condition, if any.
  - (iii) Drawings.
  - (iv) CPWD Specifications.
  - (v) Indian Standard Specifications of 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 therefrom shall not vitiate the Contract or release the Contractor from the execution of the whole or any part of the works comprised therein according to drawings and specifications or from any of his obligations under the contract.

**Signing of Contract**

9. The successful tenderer/contractor, on acceptance of his tender by the Accepting Authority, shall, within 15 days from the stipulated date of start of the work, sign the contract consisting of:-
- (i) the notice inviting tender, all the documents including drawings, if any, forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.
  - (ii) Standard C.P.W.D. Form as mentioned in Schedule 'F' consisting of:
    - (a) Various standard clauses with corrections up to the date stipulated in Schedule 'F' along with annexures thereto.
    - (b) C.P.W.D. Safety Code.
    - (c) Model Rules for the protection of health, sanitary arrangements for workers employed by CPWD or its contractors.
    - (d) CPWD Contractor's 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.



## GENERAL CONDITION OF CONTRACT

### CLAUSES OF CONTRACT

#### Performance Guarantee

##### Clause 1

- (i) The contractor shall submit an irrevocable Performance Guarantee at specified percentage of the tendered amount as mentioned in Schedule 'E', in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement, (not withstanding and/or without prejudice to any other provisions in the contract) within period specified in Schedule 'F' from the date of issue of letter of acceptance. This period can be further extended by the Engineer-in-Charge up to a maximum period as specified in schedule 'F' on written request of the contractor stating the reason for delays in procuring the Performance Guarantee, to the satisfaction of the Engineer-in-Charge. This Guarantee shall be in the form of Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt or Bank Guarantee from any of the Commercial Banks. In case a fixed deposit receipt of any Bank is furnished by the contractor to the Government as part of the performance guarantee and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the Government to make good the deficit.
- (ii) The Performance Guarantee shall be submitted by the contractor on format as per GCC and shall be initially valid up to the stipulated date of completion plus minimum 6 months beyond that. In case the time for completion of work gets enlarged, the contractor shall get the validity of Performance Guarantee extended to cover such enlarged time for completion of work. After recording of the completion certificate for the work by the competent authority, the performance guarantee shall be returned to the contractor, without any interest. However, in case of contracts involving maintenance of building and services/any other work after construction of same building and services/other work, then 50% of Performance Guarantee shall be retained as Security Deposit. The same shall be returned year wise proportionately.
- (iii) The Engineer-in-Charge shall not make a claim under the performance guarantee except for amounts to which the President of India is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:
  - (a) Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer-in-Charge may claim the full amount of the Performance Guarantee.
  - (b) Failure by the contractor to pay President of India any amount due, either as agreed by the contractor or determined under any of the Clauses/Conditions of the agreement, within 30 days of the service of notice to this effect by Engineer-in-Charge.



- (iv) In the event of the contract being determined or rescinded under provision of any of the Clause/Condition of the agreement, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of the President of India.
- (v) On substantial Completion of any work which has been completed to such an extent that the intended purpose of the work is met and ready to use, then a provisional Completion certificate shall be recorded by the Engineer-in-Charge. The provisional certificate shall have appended with a list of outstanding balance item of work that need to be completed in accordance with the provisions of the contract.

This provisional completion certificate shall be recorded by the concerned Engineer- in-charge with the approval of Superintending Engineer /Project Manager / Chief Engineer/ Chief Project Manager, if required. After recording of the provisional Completion Certificate for the work by the competent authority, the 80 % of performance guarantee shall be returned to the contractor, without any interest.

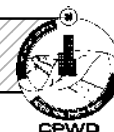
However in case of contracts involving Maintenance of building and services /any other work after construction of same building and services/ other work, then 40% of performance guarantee shall be returned to the contractor, without any interest after recording the provisional Completion certificate.

#### **Clause 1A**

#### **Recovery of Security Deposit**

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

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



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

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

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

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

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

### Clause 2

#### Compensation for Delay

If the contractor fails to maintain the required progress in terms of clause 5 or to complete the work and clear the site on or before the contract or justified extended date of completion as per clause 5 (excluding any extension under Clause 5.5) as well as any extension granted under clauses 12 and 15, he shall, without prejudice to any other right or remedy available under the law to the Government on account of such breach, pay as compensation the amount calculated at the rates stipulated below as the authority specified in schedule 'F' may decide on the amount of accepted Tendered Value of the work for every completed day/month (as determined) that the progress remains below that specified in Clause 5 or that the work remains incomplete.

#### Compensation for delay of work

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



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

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

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

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

#### **Clause 2A**

For Maintenance Works estimated cost upto Rs. 25 Lacs If the contractor fails to maintain the required progress to complete the work and clear the site on or before the contract period he shall, without prejudice to any other right or remedy available under the law to the Government on account of such breach, pay as compensation the amount calculated at the rates stipulated below as the authority specified in schedule 'F' may decide on the amount of accepted Tendered Value of the work for every completed day/ month (as determined) that the work remains incomplete in the following manners.

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

#### **Compensation for Delay**



#### Compensation for delay of work

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

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

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

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

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

#### Clause 3

#### When Contract can be Determined

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

- (i) If the contractor having been given by the Engineer-in-Charge a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in an inefficient or otherwise improper or un-workman like manner shall omit to comply with the requirement of such notice for a period of seven days thereafter.
- (ii) If the contractor has, without reasonable cause, suspended the progress of the work or has failed to proceed with the work with due diligence and continues to do so after a notice in writing of seven days from the Engineer-in-Charge.



- (iii) If the contractor fails to complete the work or section of work with individual date of completion on or before the stipulated or justified extended date, on or before such date of completion; and the Engineer in Charge without any prejudice to any other right or remedy under any other provision in the contract has given further reasonable time in a notice given in writing in that behalf as either mutually agreed or in absence of such mutual agreement by his own assessment making such time essence of contract and in the opinion of Engineer-in-Charge the contractor will be unable to complete the same or does not complete the same within the period specified.
- (iv) If the contractor persistently neglects to carry out his obligations under the contract and/ or commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Engineer-in-Charge.
- (v) If the contractor shall offer or give or agree to give to any person in Government service or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract for Government.
- (vi) If the contractor shall enter into a contract with Government in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and the terms of payment thereof have been previously disclosed in writing to the Engineer-in-Charge.
- (vii) If the contractor had secured the contract with Government as a result of wrong tendering or other non-bonafide methods of competitive tendering or commits breach of Integrity Agreement.
- (viii) If the contractor being an individual, or if a firm, any partner thereof shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purport so to do, or if any application be made under any Insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors.
- (ix) If the contractor being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.
- (x) If the contractor shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days.



- (xi) If the contractor assigns (excluding part(s) of work assigned to other agency(s) by the contractor as per terms of contract), transfers, sublets (engagement of labour on a piece-work basis or of labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or otherwise parts with or attempts to assign, transfer, sublet or otherwise parts with the entire works or any portion thereof without the prior written approval of the Engineer -in-Charge.
- (xii) When the contractor has made himself liable for action under any of the aforesaid cases (i) to (xi), the Engineer-in-Charge on behalf of the President of India shall have powers:
  - (a) To determine the contract as aforesaid so far as performance of work by the Contractor is concerned (of which determination notice in writing to the If the revised tendered amount (worked out on the basis of quoted rate of individual items) contractor under the hand of the Engineer-in-Charge shall be conclusive evidence). Upon such determination, the Earnest Money Deposit, Security Deposit already recovered, Security deposit payable and Performance Guarantee under the contract shall be liable to be forfeited and shall be absolutely at the disposal of the Government.
  - (b) After giving notice to the contractor to measure up the work of the contractor and to take such whole, or the balance or part thereof, as shall be un-executed out of his hands and to give it to another contractor to complete the work. The contractor, whose contract is determined as above, shall not be allowed to participate in the tendering process for the balance work.

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

#### **Clause 3A**

In case, the work cannot be started due to reasons not within the control of the contractor within 1/8th of the stipulated time for completion of work or one months whichever is higher, either party may close the contract by giving notice to the other party stating the reasons. In such eventuality, the Performance Guarantee of the contractor shall be refunded within 30 days

Neither party shall claim any compensation for such eventuality. This clause is not applicable for any breach of the contract by either party.

#### **Clause 4**

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

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



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

#### Clause 5

#### Time and Extension for Delay

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

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

- (a) Schedule of handing over of site as specified in the Schedule ' F '
- (b) Schedule of issue of designs as specified in the Schedule ' F ',

the Contractor shall submit a Time and Progress Chart for each mile stone. The Engineer-in-Charge may within 7 (seven) working days thereafter, if required modify, and communicate the program approved to the contractor failing which the program submitted by the contractor shall be deemed to be approved by the Engineer-in-Charge. The Chart shall be prepared in direct relation to the time stated in the Contract documents for completion of items of the works. It shall indicate the forecast of the dates of commencement and completion of various trades of sections of the work and may be amended as necessary by agreement between the Engineer-in-Charge and the Contractor within the limitations of time imposed in the Contract documents.

(ii) In case of non-submission of construction programme by the contractor, the program approved by the Engineer-in-Charge shall be deemed to be final.



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

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

- (i) force majeure, or
- (ii) abnormally bad weather, or
- (iii) serious loss or damage by fire, or
- (iv) civil commotion, local commotion of workmen, strike or lockout, affecting any of the trades employed on the work, or
- (v) delay on the part of other contractors or tradesmen engaged by Engineer-in-Charge in executing work not forming part of the Contract, or
- (vi) any other cause like above which, in the reasoned opinion of the Engineer-in-Charge is beyond the Contractor's control.

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

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

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

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

5.4 Request for rescheduling of Mile stones or extension of time, to be eligible for consideration, shall be made by the Contractor in writing within fourteen days of the happening of the event causing delay on the prescribed forms i.e. Form of application by the contractor for seeking rescheduling of milestones or Form of application by the contractor for seeking extension of time (Appendix -XVI) respectively to the authority as indicated in Schedule 'F'. The Contractor shall indicate in such a request the period by which rescheduling of milestone/s or extension of time is desired.



With every request for rescheduling of milestones, or if at any time the actual progress of work falls behind the approved programme by more than 10% of the stipulated period of completion of contract, the contractor shall produce a revised programme without causing any delay in execution of the work. A recovery as specified in Schedule 'F' shall be made on per day basis in case of delay in submission of the revised programme.

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

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

#### **Clause 5A**

##### **For Maintenance Works estimated cost upto Rs. 25 Lacs**

**Time is the essence of the contract**

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

#### **Clause 6**

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

**Computerized Measurement Book (CMB)/ Electronic Measurement Book (EMB) through CPWD ERP portal**

All measurements and levels of work done during the period covering latter half of the preceding calendar month and first half of the calendar month shall be recorded by the contractor and compiled in the shape of the Computerized Measurement Book (CMB) / Electronic Measurement Book (EMB) through CPWD ERP portal / Computerized Level Book (CLB) respectively having pages of A-4 size as per the format of the department so that a complete record is obtained of all the items of works executed under the contract during the said period. The proforma Computerised Measurement and level books (along with soft copy) shall be submitted in triplicate through letter of transmittal to the Engineer-in-charge giving details of number of CMBs / CLBs and their number of pages by 20th day of every calendar month.



In case of EMB, the contractor shall record measurement online on ERP Portal and shall raise RFI (Request for Inspection) online for approval by Engineer-in-Charge or his/her authorised representative. The contractor shall create EMB for the approved RFIs and take printout of EMB having pages of A-4 size duly bound with its pages machine numbered. This online printed EMB shall be submitted in triplicate through letter of transmittal to the Engineer-in-Charge giving details of number of EMB and there number of pages by 20th day of every calendar month.

All such monthly measurements and levels recorded by the contractor or his authorized representative from time to time, during the progress of the work, shall be got checked by the contractor from the Engineer-in-Charge or his/her authorized representative as per interval or program fixed in consultation with Engineer-in-Charge or his/her authorized representative.

In case of CMB/CLB, if after verification by the Engineer-in-charge and/or his/her authorized representative, any change is required, then the same shall be done by the Engineer-in-charge and/or his/her authorized representative in CMB/CLB under the dated initials signature, name and designation of the person seeking the change in all the three copies of proforma CMB/CLB. All changes are to be finally authorized by the Engineer-in-Charge. Thereafter one copy of the corrected and authorized proforma CMB / CLB shall be sent by the Engineer-in-charge to the contractor and another copy shall be sent by the Engineer-in-Charge to his/her authorized representative and the third copy shall be retained by the Engineer-in-charge in his office. The contractor shall then have to submit final CMB / CLB without any corrections to the Engineer-in-Charge who shall get it cross checked from the corrected and authorized proforma CMB / CLB.

In case of EMB, if after verification by the Engineer-in-Charge or his/her authorized representative, any change is required, then Engineer-in-Charge or his/her authorized representative seeking the change shall return the online rejected measurement(s) to the contractor for incorporating the changes. The contractor shall resubmit such measurements online after making necessary changes. All the changes are to be finally authorised by the Engineer-in- Charge or his / her authorised representative. The contractor shall create EMB for the approved RFI, submit printout of the final EMB, having pages of A- 4 size, without any correction and shall get it cross checked from the online record of measurements available on ERP Portal.

Once the Engineer-in-charge is satisfied that CMB / CLB / EMB is free from any corrections, modifications, over-writings, and insertions etc., he shall assign a number in continuation to the existing series of CMB / CLB / EMB of his office as per register of CMBs / CLBs / EMBs maintained in his Division office and intimate the assigned serial number of the CMB / CLB / EMB to the Contractor.

If the contractor fails to submit the CMB / CLB / EMB along with abstract of measurements for the work done continuously for two months, then the Engineer-in-charge shall get the executed work measured ex-parte after giving a notice of seven working days to the contractor in writing either through site order book or any other mode of correspondence. The ex-parte measurements so undertaken by the Engineer-in-Charge shall be final and binding on the Contractor and shall be outside the purview of Clause 25 of this GCC.



Resources deployed by the Engineer-in-charge for ex-parte measurements, subject to minimum of Rs 7500.00 per such two-monthly cycle of ex-parte measurement, shall be at the risk and cost of the contractor and shall be recovered from his bill. A copy of such ex-parte measurements shall be sent to the contractor for his record.

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

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

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

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

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



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

**Clause 7**

No payment shall be made for work, estimated to cost Rs. Five lac or less till after the whole of the work shall have been completed and certificate of completion given. For works estimated to cost over Rs. Five lac, the interim or running account bills shall be submitted by the contractor for the work executed on the basis of such recorded measurements in the format of the Department in triplicate on or before the 7th day of every calendar month of the measurements recorded upto previous month as per clause 6. 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.

An amount of ad-hoc payment not less than 75% of the net amount of the bill under check, shall be made within 10 working days of submission of the bill by the Contractor to the Engineer-in-Charge or his Authorized Engineer together with the account of the material issued by the department, or dismantled materials, if any. The remaining payment is also to be made after final checking of the bill within 28 working days of submission of bill by the contractor.

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.

If the contractor fails to submit the bill for the work done upto defined date continuously for two months, then the Engineer-in-charge shall get the bill prepared ex-parte after giving a notice of seven working days to the Contractor in writing either through site order book or any other mode of correspondence. The ex-parte bill so prepared by the Engineer-in-Charge shall be final and binding on the Contractor and shall be outside the purview of Clause 25 of this GCC. In the event of preparing the bill by the Engineer-in-Charge, no claims whatsoever due to delays on payment including that of interest shall be admissible to contractor.

Resources deployed by the Engineer-in-charge for ex-parte preparation of bill, subject to minimum of Rs 5000.00 per such two monthly cycle of ex-parte bill, shall be at the risk and cost of the contractor and shall be recovered from his bill. A copy of such ex-parte bill shall be sent to the contractor for his record.

In the event of the failure of the contractor to submit the bills, no claims whatsoever due to delays on payment including that of interest shall be payable to the contractor.

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



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

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

**Payments in composite Contracts**

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

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

**Clause 7A**

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

**Payment to third party**

**Clause 7B**

If the exigencies of the work so demand, the engineer-in-charge may allow payment to a third party, who is creditor to the contractor, after fulfilling the following conditions.

- (a) The contractor gives an authority letter addressed to the engineer-in-charge on a non-judicial stamp paper of Rs.100 in the format given below.

I/We authorize the Executive Engineer, ..... Division, CPWD to pay directly on my/our behalf to ..... (name of the third party) an amount of Rs.....(Rupees .....in words) for the work done or supplies made by ..... (name of the third party). I/We shall be responsible for the quality and quantity of the same under the provisions of agreement number.....

Signature of the contractor



- (b) The total payment to third party (or parties) shall not exceed 10% of the agreement cost of the work.

**Completion Certificate**

**Clause 8**

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

**Contractor to keep Site Clean**

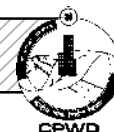
**Clause 8A**

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

**Payment of Final Bill**

**Clause 9**

The final bill shall be submitted by the contractor in the same manner as specified in interim bills within three months of physical completion of the work or within one month of the date of the final certificate of completion furnished by the Engineer-in-Charge whichever is earlier. No further claims shall be made by the contractor after submission of the final bill and these shall be deemed to have been waived and extinguished. Payment of those items of the bill in respect of which there is no dispute, and for those items which are in dispute on account



of quantity and/or rates shall be paid at approved quantity and/or rates by the Engineer-in-Charge, within three months period reckoned from the date of receipt of the bill by the Engineer in- Charge or his authorized Assistant Engineer, complete with account of materials issued by the Department and dismantled materials.

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

### **Payment of Contractor's Bills to Banks**

#### **Clause 9A**

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

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

### **Materials to be provided by the Contractor**

#### **Clause 10A**

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

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



The Contractor shall at his risk and cost submit the samples of materials to be tested or analyzed and shall not make use of or incorporate in the work any materials represented by the samples until the required tests or analysis have been made and materials finally accepted by the Engineer-in-Charge. The Contractor shall not be eligible for any claim or compensation either arising out of any delay in the work or due to any corrective measures required to be taken on account of and as a result of testing of materials.

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

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

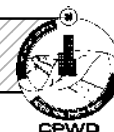
The contractor shall at his own expense, provide a material testing lab at the site for conducting routine field tests. The lab shall be equipped at least with the testing equipment as specified in schedule F.

#### **Clause 10 B**

#### **Secured Advance on Materials**

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

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



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

**Clause 10 C**

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

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

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

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

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

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

**Clause 10CC**

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



than the time as specified in Schedule F. Such compensation for escalation in the prices of materials and labour, when due, shall be worked out based on the following provisions:-

- (i) The base date for working out such escalation shall be the last stipulated date of receipt of tenders including extension, if any.
- (ii) The cost of work on which escalation will be payable shall be reckoned as below :
  - (a) Gross value of work done up to this quarter : (A)
  - (b) Gross value of work done up to the last quarter : (B)
  - (c) Gross value of work done since previous quarter (A-B) (C)
  - (d) Full assessed value of Secured Advance fresh paid in this quarter : (D)
  - (e) Full assessed value of Secured Advance recovered in this quarter : (E)
  - (f) Full assessed value of Secured Advance for which escalation Payable in this quarter (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)

$$\text{Then, } M = C + F + I - J$$

$$N = 0.85 M$$

Cost of work for which escalation is applicable:

$$W = N$$

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

$$V_m = \frac{W \times X_m}{100} \times \frac{MI - MI_0}{MI_0}$$

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



- = Cost of Work done worked out as indicated in sub-para (ii) of Clause 10CC.
- Xm = Component of 'materials' (except cement, structural steel, reinforcement bars POL) expressed as percent of the total value of work.
- MI = All India Wholesale Price Index for civil component/electrical component\* of construction material as worked out on the basis of All India Wholesale Price Index for Individual Commodities/ Group Items for the period under consideration as published by Economic Advisor to Govt. of India, Ministry of Industry & Commerce and applying weightages to the Individual Commodities/Group Items. (In respect of the justified period extended under the provisions of clause 5 of the contract without any action under clause 2, the index prevailing at the time of updated stipulated date of completion considering the effect of extra work (extra time to be calculated on prorata basis only as cost of extra work x stipulated period/ tendered cost, shall be considered.) If updated stipulated date of completion as calculated on pro- rata basis does not cover full calendar month then indices will be considered or restricted to previous month.
- MI<sub>0</sub> = All India Wholesale Price Index for civil component/electrical component\* of construction material as worked out on the basis of All India Wholesale Price Index for Individual Commodities/Group Items valid on the last stipulated date of receipt of tender including extension, if any, as published by the Economic Advisor to Govt. of India, Ministry of Industry & Commerce and applying weightages to the Individual Commodities/ Group items.

\*Note: relevant component only will be applicable.

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

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

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

- VI : Variation in labour cost i.e. amount of increase or decrease in rupees to be paid or recovered.
- W : Value of work done, worked out as indicated in sub-para (ii) above. •
- Y : Component of labour expressed as a percentage of the total value of the work.
- LI : Minimum wage in rupees of an unskilled adult male mazdoor, fixed under any law, statutory rule or order as applicable on the last date of the quarter previous to the one under consideration. (In respect of the justified period extended under the provisions of clause 5 of the contract without any action under clause 2, the minimum wage prevailing on the last date of quarter previous to the quarter pertaining to updated stipulated date of Completion considering the effect of extra work (extra time to be calculated on prorata basis only as cost of extra work x stipulated period/tendered cost, shall be considered.) If updated stipulated date of completion as calculated on prorata basis does not cover full calendar month then indices will be considered or restricted to previous month.
- LI<sub>0</sub> : 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.
- The minimum wage of an unskilled Mazdoor mentioned in sub-para (vi) above shall be the higher of the wage notified by Government of India, Ministry of Labour and that notified by the local administration both relevant to the place of work and the period of reckoning.
  - The escalation for labour also shall be paid at the same quarterly intervals when escalation due to increase in cost of materials is paid under this clause. If such revision of minimum wages takes place during any such quarterly intervals, the escalation compensation shall be payable at revised rates only for work done in subsequent quarters;
  - Irrespective of variations in minimum wages of any category of labour, for the purpose of this clause, the variation in the rate for an unskilled Mazdoor alone shall form the basis for working out the escalation compensation payable on the labour component.



- (viii) In the event the price of materials and/or wages of labour required for execution of the work decrease/s, there shall be a downward adjustment of the cost of work so that such price of materials and/or wages of labour shall be deductible from the cost of work under this contract and in this regard the formula herein before stated under this Clause 10CC shall mutatis mutandis apply, provided that:
- (a) no such adjustment for the decrease in the price of materials and/or wages of labour aforementioned 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.
  - (b) Where provisions of clause 10CC are not applicable, provisions of clause 10C will become applicable.

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

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

#### Clause 10 D

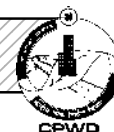
#### Dismantled Material Govt. Property

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

#### Clause 11

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

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



The contractor shall comply with the provisions of the contract and with the care and diligence execute and maintain the works and provide all labour and materials, tools and plants including for measurements and supervision of all works, structural plans and other things of temporary or permanent nature required for such execution and maintenance 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.

### **Deviations/ Variations Extent and Pricing**

#### **Clause 12**

The Engineer-in-Charge shall have power (i) to make alteration in, omissions from, additions to or substitutions for the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work, and (ii) to omit a part of the works in case of non-availability of a portion of the site or for other reasons and the contractor shall be bound to carry out the works in accordance with any instruction given to him in writing signed by the Engineer-in-Charge and such alterations, omissions, additions or substitutions shall form part of the contract as if originally provided therein and any altered, additional or substituted work which the contractor may be directed to do in the manner specified above as part of the works, shall be carried out by the contractor on the same conditions in all respects including price on which he agreed to do the main work except as hereafter provided. The completion cost of any agreement for maintenance works including works of upgradation, aesthetic, special repair, addition/ alteration should not exceed two times the contract amount. Deviation upto 1.25 times of contract amount shall be approved by Engineer-in-Charge with recorded reasons. Deviation beyond 1.25 times upto 1.50 times of contract amount shall be approved by SE/CE (as applicable) with recorded reasons. In exceptional case, ADG/SDG (as applicable) shall have power to approve the deviation beyond 1.50 times upto 2.0 times of contract amount with recorded reasons and take suitable corrective action.

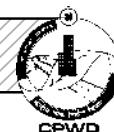
**12.1** The time for completion of the work shall, in the event of any deviations resulting in additional cost over the tendered value, be extended if requested by the contractor, as follows:

- (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**

**Extra items are those which are not available in the contract.**

For percentage rate tenders, the extra item(s) which are available in the standard schedule of rates specified in Schedule F, shall be paid as per the said schedule rate plus cost index (considered in the estimated cost put to tender) plus/minus percentage above/ below quoted on estimated cost put to tender.



For item rate tenders, the extra item(s) which are available in the standard schedule of rates specified in Schedule F, shall be paid as per the said schedule rate plus cost index (considered in the estimated cost put to tender) plus/minus percentage above/below worked out on the basis of overall contract amount and estimated cost of the work put to tender.

In the case of extra item(s) which are not available in the standard schedule of rates specified in Schedule F, the contractor may within fifteen days of the receipt of order or occurrence of the item(s), submit claim for market rate(s), supported with proper analysis of rate and manufacturer's specification for the work, invoices, vouchers, etc. (as applicable), failing which the rate(s) approved later by the Engineer-in-Charge shall be final and binding. Where the contractor submits claim for market rate(s) in the manner prescribed above, the Engineer-in-Charge shall, within 45 days of the receipt of the claims, after giving consideration to the analysis of rates and other documents submitted by the contractor, determine the rates on the basis of the market rates and the contractor shall be paid in accordance with the rates so determined.

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

### 12.3 Deviation, Deviated Quantities, Pricing

**All the deviated quantities shall be paid at agreement rates.**

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

### Clause 13

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

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

- (i) Any expenditure incurred on preliminary site work, e.g. temporary access roads, temporary labour huts, staff quarters and site office; storage accommodation and water storage tanks.

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



- (ii) Government shall have the option to take over contractor's materials or any part thereof either brought to site or of which the contractor is legally bound to accept delivery from suppliers (for incorporation in or incidental to the work) provided, however Government shall be bound to take over the materials or such portions thereof as the contractor does not desire to retain. For materials taken over or to be taken over by Government, cost of such materials as detailed by Engineer-in- Charge shall be paid. The cost shall, however, take into account purchase price, cost of transportation and deterioration or damage which may have been caused to materials whilst in the custody of the contractor.
- (iii) Reasonable compensation for transfer of T & P from site to contractor's permanent stores or to his other works, whichever is less. If T & P are not transported to either of the said places, no cost of transportation shall be payable.
- (iv) Reasonable compensation for repatriation of contractor's site staff and imported labour to the extent necessary.

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

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

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

#### **Clause 14**

If contractor:

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

**Carrying out part work at risk & cost of contractor**



- (iii) The Engineer-in-Charge without invoking action under clause 3 may, without prejudice to any other right or remedy against the contractor which have either accrued or accrue thereafter to Government, by a notice in writing to take the part work / part incomplete work of any item(s) out of his hands and shall have powers to :
- (a) Take possession of the site and any materials, constructional plant, implements, stores, etc., thereon; and/or
  - (b) Carry out the part work / part incomplete work of any item(s) by any means at the risk and cost of the contractor.

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

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

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

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

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

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

**Suspension of Work**      **Clause 15**  
**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 Government or where it affects whole of the works, as an abandonment of the works by Government, shall within ten days of expiry of such period of 15 days give notice in writing of his intention to the Engineer-in-Charge. In the event of the contractor treating the suspension as an abandonment of the contract by Government, he shall have no claim to payment of



any compensation on account of any profit or advantage which he might have derived from the execution of the work in full but which he could not derive in consequence of the abandonment. He shall, however, be entitled to such compensation, as the Engineer-in-Charge may consider reasonable, in respect of salaries and/or wages paid by him to his employees and labour at site, remaining idle in consequence adding to the total thereof 2% to cover indirect expenses of the contractor provided the contractor submits his claim supported by details to the Engineer-in-Charge within 30 days of the expiry of the period of 3 months .

**Action in case Work  
not done as per  
Specifications**

**Clause 16**

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

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

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

**Contractor Liable for Damages, defects during defect liability Period****Clause 17**

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

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

**Contractor to Supply Tools & Plants etc.****Clause 18**

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



**Recovery of Compensation paid to Workmen**

**Clause 18A**

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

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

**Clause 18B**

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

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

**Clause 19**

The contractor shall comply with the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, and the Contract Labour (Regulation and Abolition) Central Rules, 1971.

The contractor shall also obtain a valid license under the said Act before the commencement of the work, and continue to have a valid license until its completion.

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

The contractor shall also abide by the provisions of the Child and Adolescent Labour (Prohibition and Regulation) Act, 1986.



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

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

**Clause 19A**

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

**Clause 19 B**

**Payment of Wages**

- (i) The contractor shall pay to labour employed by him either directly or through subcontractors, wages not less than fair wages as defined in the C.P.W.D. Contractor's Labour Regulations or as per the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and the contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable.
- (ii) The contractor shall, notwithstanding the provisions of any contract to the contrary, cause to be paid fair wage to labour indirectly engaged on the work, including any labour engaged by his sub-contractors in connection with the said work, as if the labour had been immediately employed by him.
- (iii) In respect of all labour directly or indirectly employed in the works for performance of the contractor's part of this contract, the contractor shall comply with or cause to be complied with the Central Public Works Department contractor's Labour Regulations made by Government from time to time in regard to payment of wages, wage period, deductions from wages recovery of wages not paid and deductions unauthorizedly made, maintenance of wage books or wage slips publication of scale of wage and other terms of employment, inspection and submission of periodical returns and all other matters of the like nature or as per the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, and the Contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable
- (iv) (a) The Engineer-in-Charge concerned shall have the right to deduct from the moneys due to the contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment of the conditions of the contract for the benefit of the workers, non-payment of wages or of deductions made from his or their wages which are not justified by their terms of the contract or non-observance of the Regulations.
- (b) Under the provision of Minimum Wages (Central) Rules, 1950, the contractor is bound to allow to the labours directly or indirectly employed in the works one day rest for 6 days continuous work and pay wages at the same rate as for duty. In the event of default, the Engineer-in-Charge shall have the right to deduct the sum or sums not paid on account of wages for weekly holidays to any labours and pay the same to the persons entitled thereto from any money due



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

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

#### **Clause 19 C**

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

#### **Clause 19 D**

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

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

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

Failing which the contractor shall be liable to pay to Government, a sum as decided by the authority mentioned in Schedule F for each default or materially incorrect statement. The decision of the Divisional Officer shall be final in deducting from any bill due to the contractor, the amount levied as fine and be binding on the contractor.

#### **Clause 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 Central Public Works Department and its contractors.

#### **Clause 19F**

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

1. Leave :
  - (i) in the case of delivery - maternity leave not exceeding 8 weeks, 4 weeks up to and including the day of delivery and 4 weeks following that day,
  - (ii) in the case of miscarriage - upto 3 weeks from the date of miscarriage.
2. Pay :
  - (i) in the case of delivery - leave pay during maternity leave will be at the rate of the women's average daily earnings, calculated on total wages earned on the days when full time work was done during a period of three months immediately preceding the date on which she gives notice that she expects to be confined or at the rate of Rupee one only a day whichever is greater.
  - (ii) in the case of miscarriage - leave pay at the rate of average daily earning calculated on the total wages earned on the days when full time work was done during a period of three months immediately preceding the date of such miscarriage.
3. Conditions for the grant of Maternity Leave: No maternity leave benefit shall be admissible to a woman unless she has been employed for a total period of not less than six months immediately preceding the date on which she proceeds on leave.
4. The contractor shall maintain a register of Maternity (Benefit) in the Prescribed Form as shown in appendix -I and II, and the same shall be kept at the place of work.

**Clause 19G**

In the event of the contractor(s) committing a default or breach of any of the provisions of the Central Public Works Department, Contractor's Labour Regulations and Model Rules for the protection of health and sanitary arrangements for the workers as amended from time to time or furnishing any information or submitting or filing any statement under the provisions of the above Regulations and Rules which is materially incorrect, he/they shall, without prejudice to any other liability, pay to the Government a sum as decided by the authority mentioned in Schedule F for every default, breach or furnishing, making, submitting, filing such materially incorrect statements and in the event of the contractor(s) defaulting continuously in this respect, the penalty may be enhanced to Rs.200/- per day for each day of default subject to a maximum of 5 percent of the estimated cost of the work put to tender. The decision of the Engineer-in-Charge shall be final and binding on the parties.

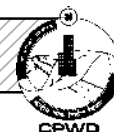
Should it appear to the Engineer-in-Charge that the contractor(s) is/are not properly observing and complying with the provisions of the C.P.W.D. Contractor's Labour Regulations and Model Rules and the provisions of the Contract Labour (Regulation and Abolition) Act 1970, and the Contract Labour (R&A)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

**Clause 19H**

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

**Clause 19 I**

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

**Clause 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 Superintending Engineer/ Chief Engineer whose decision shall be final both with regard to the justification and quantum and be binding on the contractor.

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

**Clause 19 K****Employment of skilled/semi skilled workers**

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

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

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

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

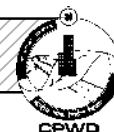


<b>Contribution of EPF and ESI</b>	<p><b>Clause 19 L</b> The ESI and EPF contributions on the part of employer in respect of this contract shall be paid by the contractor. These contributions on the part of the employer paid by the contractor shall be reimbursed by the Engineer-in-charge to the contractor on actual basis. The verification of deployment labour will be done through biometric attendance system or any other suitable method by the Engineer in Charge. The applicable and eligible amount of EPF &amp; ESI shall be reimbursed preferably within 7 days but not later than 30 days of submission of documentary proof of payment provided same are in order</p>
<b>Minimum Wages Act to be Complied With</b>	<p><b>Clause 20</b> 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.</p>
<b>Work not to be sublet. Action in case of insolvency</b>	<p><b>Clause 21</b> The contract shall not be assigned or sublet without the written approval of the Engineer-in-Charge. And if the contractor shall assign or sublet his contract, or attempt to do so, or become insolvent or commence any insolvency proceedings or make any composition with his creditors or attempt to do so, or if any bribe, gratuity, gift, loan, perquisite, reward or advantage pecuniary or otherwise, shall either directly or indirectly, be given, promised or offered by the contractor, or any of his servants or agent to any public officer or person in the employ of Government in any way relating to his office or employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Engineer-in-Charge on behalf of the President of India shall have power to adopt the course specified in Clause 3 hereof in the interest of Government and in the event of such course being adopted, the consequences specified in the said Clause 3 shall ensue.</p>
<b>Changes in firm's Constitution to be Intimated</b>	<p><b>Clause 22</b> All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the use of Government without reference to the actual loss or damage sustained and whether or not any damage shall have been sustained.</p> <p><b>Clause 23</b> Where the contractor is a partnership firm, the previous approval in writing of the Engineer-inCharge 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.</p>
<b>Life Cycle cost</b>	<p><b>Clause 24</b> The contractor shall be responsible for safety, quality and soundness of the buildings including structural elements beyond maintenance period. The contractor shall have obligation to rectify such defects minimum up to 5 (five) years from the date of completion of work. The defects have to be rectified within a reasonable time not exceeding forty five days after issue of notice by Engineer- in- Charge. If contractor does not take corrective action within 45 days, then action for debaring of the agency shall be taken by the appropriate authority.</p>

**Settlement of Disputes by Conciliation and Arbitration****Clause 25**

Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions hereinbefore mentioned and as to the quality of workmanship or materials used in 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 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.

- 25.1 Conciliation: If the contractor considers any work demanded of him to be outside the requirements of the contract, or disputes any drawing, record or decision given in writing by the Engineer-in-Charge; or if the Engineer-in-Charge considers any act or decision of the contractor on any matter in connection with or arising out of the contract or carrying out of the work to be unacceptable and disputed; such party may promptly refer such disputes and amount claimed for each dispute to the Conciliator (Special Director General or the Additional Director General concerned with the work, as applicable) in the proforma prescribed in Appendix XVII mentioned in Schedule F, under intimation to the other party. The Conciliator may then request each party to submit to him a brief written statement describing the disputes and the points at issue. Each party shall send a copy of such statement to the other party. At any stage of the conciliation proceedings, the Conciliator may request a party to submit to him such additional information as he deems appropriate. When it appears to the Conciliator that there exist elements of a settlement which may be acceptable to the parties, he shall formulate the terms of a possible settlement and submit them to the parties for their observations. After receiving the observations of the parties, he may re-formulate the terms of a possible settlement in the light of such observations. If the parties reach agreement on a settlement of the disputes, they may draw up and sign a written settlement agreement on non-judicial stamp paper as per Stamp Act. The Conciliator shall authenticate the settlement agreement and furnish a copy thereof to each party. The termination of conciliation proceedings shall be in accordance with Section 76 of The Arbitration and Conciliation Act, 1996. No party shall be represented before the said Conciliator by an advocate or legal counsel. The conciliation proceedings shall be completed within 45 days from the receipt of reference. This time may be enlarged by 15 days by the Conciliator. The conciliation proceedings shall be deemed to have been terminated at the end of 60 days from the receipt of reference.
- 25.2 Arbitration: If the aforesaid conciliation proceedings fail or the Conciliator fails to give proposal for settlement within the aforesaid period, either party may promptly give notice in the proforma prescribed in Appendix XVIII, under intimation to the other party, to the Chief Engineer or the Superintending Engineer concerned with the work (as applicable), hereinafter referred to as the Arbitrator Appointing Authority as indicated in Schedule F, for appointment of Arbitrator.



However, a party may seek appointment of Arbitrator without taking recourse to the process of conciliation mentioned in sub-clause 25.1 above.

In the event of either party giving a notice to the Arbitrator Appointing Authority for appointment of Arbitrator, the said Authority shall appoint Arbitrator as per the procedure given below and refer such disputes to arbitration.

- (a) Number of Arbitrators: If the contract amount is less than Rs.100 crore, the disputes may be referred for adjudication by a sole Arbitrator. If the contract amount is Rs.100 crore or more, the disputes may be referred to an Arbitral Tribunal of three Arbitrators.
- (b) Qualification of Arbitrators: It is a term of this contract that each member of the Arbitral Tribunal shall be Graduate Engineer with experience in execution of public works engineering contracts, and he should have worked earlier at a level not lower than the Chief Engineer (equivalent to level of Joint Secretary to the Government of India).

The aforesaid educational qualification and work experience shall be mandatory for appointment as Arbitrator.

The age of Arbitrator at the time of appointment shall not exceed 75 years. An Arbitrator may be appointed notwithstanding the total number of active arbitration cases with him.

- (c) Parties to select Arbitrator: Based on the criteria specified above, a list of empanelled Arbitrators has been prepared in CPWD, and the parties shall have option to select an Arbitrator from the list sent to them.

25.3 Appointment of Sole Arbitrator: The parties may opt for appointment of the Arbitrator of the Ministry of Housing and Urban Affairs. In such cases, the party seeking arbitration has to submit an express agreement in writing as per Appendix XIX towards waiver of Section 12(5) of the Arbitration and Conciliation Act, 1996 along with the notice for appointment of Arbitrator in the proforma prescribed in Appendix XVIII, under intimation to the other party. The Arbitrator Appointing Authority shall, within 30 days of receipt of the said notice, appoint Arbitrator of the Ministry of Housing and Urban Affairs as Arbitrator in the matter, provided the other party also submits waiver of Section 12(5), ibid in Appendix XIX within 7 days of the receipt of the said notice.

Where any one of the parties does not opt for the Arbitrator of the Ministry of Housing and Urban Affairs, or does not submit the waiver agreement, the Arbitrator Appointing Authority shall propose five Arbitrators from the list of CPWD Empanelled Arbitrators to the party seeking arbitration under intimation to the other party within 15 days of receiving the notice. The party seeking arbitration shall give his choice for one of them within 15 days of receiving the list, and the Arbitrator Appointing Authority shall appoint the chosen person as the Sole Arbitrator within 15 days of the receipt of choice.

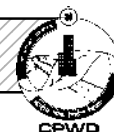


It is a term of this arbitration agreement that if the parties fail to select, within the period prescribed above, an Arbitrator of their choice from the list of CPWD Empanelled Arbitrators forwarded to them, the Arbitrator Appointing Authority shall himself select and appoint Arbitrator from the said list.

- 25.4 Appointment of Arbitral Tribunal of three Arbitrators: The Arbitrator Appointing Authority shall prepare two separate lists of five Arbitrators each from the list of CPWD Empanelled Arbitrators, and send one to the party seeking arbitration and other to the responding party, within 15 days of the receipt of notice. The parties will then choose any one Arbitrator from the list provided to them within 15 days of receipt of the list. The Arbitrator Appointing Authority shall then appoint those chosen by the respective parties as Arbitrators and also a third Arbitrator from the list of CPWD Empanelled Arbitrators to act as presiding Arbitrator, within 15 days of receipt of choice from both the parties.

It is a term of this arbitration agreement that if the parties fail to select, within the period prescribed above, an Arbitrator of their choice from the list of CPWD Empanelled Arbitrators forwarded to them, the Arbitrator Appointing Authority shall himself select and appoint Arbitrator from the said list.

- 25.5 Applicable Law: The provisions of the Arbitration and Conciliation Act, 1996 (Act 26 of 1996) and any further statutory modification or re-enactment thereof shall be applicable. Further, the fast-track procedure for arbitration contained in Section 29B of the said Act shall apply.
- 25.6 Fee payable to Arbitrator(s): The fee payable to the arbitral tribunal shall be as per CPWD OM No.2/2006/SE(TLC)/CSQ/137 dated 19.11.2019 (or latest amendment), and shall be shared equally by both the parties.
- 25.7 Place of Arbitration: The place of arbitration shall preferably be as mentioned in Schedule F. However, the Arbitral Tribunal may decide the place in consultation with both the parties.
- 25.8 Terms of reference:
- The Arbitral Tribunal shall adjudicate on only such disputes as are referred to it by the Arbitrator Appointing Authority and give separate award against each dispute referred to him and shall give reasons for the award in all cases where the total amount of the claim by any party exceeds Rs.1,00,000.
- 25.9 Interest on Arbitration award: It is also a term of this arbitration agreement that where the Arbitral award against any dispute is for the payment of money, no pre-suit and pendent elite interest shall be payable on any part of the Arbitral award.

**Contractor to indemnify Govt. against Patent Rights****Clause 26**

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

**Lumpsum Provisions in Tender****Clause 27**

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.

**Action where no Specifications are Specified****Clause 28**

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

**Withholding and lien in respect of sum due from contractor****Clause 29**

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



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

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

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

#### **Clause 29A**

Any sum of money due and payable to the contractor (including the security deposit returnable to him) under the contract may be withheld or retained by way of lien by the Engineer-in-Charge or the Government or any other contracting person or persons through Engineer-in-Charge against any claim of the Engineer-in-Charge or Government or such other person or persons in respect of payment of a sum of money arising out of or under any other contract made by the contractor with the Engineer-in-Charge or the Government or with such other person or persons. It is an agreed term of the contract that the sum of money so withheld or retained under this clause by the Engineer-in-Charge or the Government will be kept withheld or retained as such by the Engineer-in-Charge or the Government or till his claim arising out of the same contract or any other contract is either mutually settled or determined by the arbitration clause or by the competent court, as the case may be and that the contractor shall have no claim for interest or damages whatsoever on this account or on any other ground in respect of any sum of money withheld or retained under this clause and duly notified as such to the contractor.

#### **Lien in respect of claims in other Contracts**

**Water for Works****Clause 30**

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.

**Hire of Plant & Machinery****Clause 31**

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

**Employment of Technical Staff and employees****Clause 32**

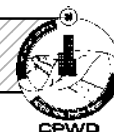
Contractors Superintendence, Supervision, Technical Staff & Employees

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

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

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

All the provisions applicable to the principal technical representative under the Clause will also be applicable to other technical representative(s). The principal technical representative and other technical representative(s) shall be present at the site of work for supervision at all times when any construction activity is in progress and also present himself/themselves, as required, to the Engineer-in-Charge and/or his designated representative to take instructions. Instructions given to the principal technical representative or other technical representative(s) shall be deemed to have the same force as if these have been given to the contractor. The principal technical representative



and other technical representative(s) shall be actually available at site fully during all stages of execution of work, during recording/checking/test checking of measurements of works and whenever so required by the Engineer-in-Charge and shall also note down instructions conveyed by the Engineer-in-Charge or his designated representative(s) in the site order book and shall affix his/their signature in token of noting down the instructions and in token of acceptance of measurements/checked measurements/ test checked measurements. The representative(s) shall not look after any other work. Substitutes, duly approved by Engineer-in-Charge of the work in similar manner as aforesaid shall be provided in event of absence of any of the representative(s) by more than two days.

If the Engineer-in-Charge, whose decision in this respect is final and binding on the contractor, is convinced that no such technical representative(s) is/are effectively appointed or is/are effectively attending or fulfilling the provision of this clause, a recovery (non refundable) shall be effected from the contractor as specified in Schedule 'F' and the decision of the Engineer-In-Charge as recorded in the site order book and measurement recorded checked/test checked in Measurement Books shall be final and binding on the contractor. Further if the contractor fails to appoint suitable technical Principal technical representative and/or other technical representative(s) and if such appointed persons are not effectively present or are absent by more than two days without duly approved substitute or do not discharge their responsibilities satisfactorily, the Engineer-in-Charge shall have full powers to suspend the execution of the work until such date as suitable other technical representative(s) is/are appointed and the contractor shall be held responsible for the delay so caused to the work. The contractor shall submit a certificate of employment of the technical representative(s) (in the form of copy of Form-16 or CPF deduction issued to the Engineers employed by him) along with every on account bill/ final bill and shall produce evidence if at any time so required by the Engineer-in-Charge.

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

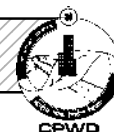
The contractor shall provide and employ skilled, semiskilled and unskilled labour as is necessary for proper and timely execution of the work.

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

- (iii) For works with estimated cost more than Rs. 10 Crores and stipulated time period more than 6 months :

The contractor shall ensure that at least one deployed technical representative shall be trained in courses related to CPWD specifications, labour laws, safety rules etc. of duration not less than 5 working days either through National CPWD Academy (NCA) or National Institute of Construction Management and Research (NICMAR) or CIDC or any other similar reputed and recognized Institute managed or certified by State/Central Government. The training cost and other cost related to training shall be borne by the contractor. The contractor shall ensure that at least one technical representative is trained within six months of start of work. The time period of six months can be relaxed by the Engineer-in-Charge depending upon the frequency of training course organized by NCA.

If the contractor fails to ensure that at least one technical representative is trained in the above mentioned course till completion of work or one year from start of work, whichever is earlier, then a non-refundable recovery of Rs. 50,000/- shall be made from the bill of the contractor. Decision of Engineer-in-Charge in this regard shall be final and binding on the contractor.


**Levy/Taxes payable by Contractor**
**Clause 33**

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

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

**Conditions for reimbursement of levy/taxes if levied after receipt of Tenders**
**Clause 34**

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

However, effect of variation in rates of GST or Building and Other Construction Workers Welfare Cess or imposition or repeal of any other tax, levy or cess applicable on output of the works contract shall be adjusted on either side, increase or decrease. Provided further that for Building and Other Construction Workers Welfare Cess or any tax (other than GST), levy or cess varied or imposed after the last date of receipt of tender including extension if any, any increase shall be reimbursed to the contractor only if the contractor necessarily and properly pays such increased amount of taxes/levies/cess.

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

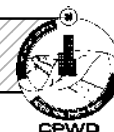
- (ii) The contractor shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary and shall allow inspection of the same by a duly authorized representative of the Government and/or the Engineer-in-Charge and shall also furnish such other information/document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

**Termination of Contract on death of contractor**
**Clause 35**

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

**If relative working in CPWD then the contractor not allowed to tender**
**Clause 36**

The contractor shall not be permitted to tender for works in the CPWD circle (Division in case of contractors of Horticulture/Nursery categories) responsible for award and execution of contracts in which his near relative is posted as Divisional Accountant or as an officer in any capacity between the grades of the Superintending Engineer and Junior Engineer (both



inclusive). He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any Gazetted Officer in the C.P.W.D. or in the Ministry of Housing and Urban Affairs. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of this Department. If however the contractor is registered in any other department, he shall be debarred from tendering in CPWD for any breach of this condition.

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

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

**Clause 37**

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

**Theoretical consumption of Material**

**Clause 38**

- (i) After completion of the work and also at any intermediate stage in the event of Non reconciliation of materials issued theoretical quantity of materials used in the work shall be calculated on the basis and method given hereunder:-
- (a) Quantity of cement & bitumen shall be calculated on the basis of quantity of cement & bitumen required for different items of work as shown in the Schedule of Rates mentioned in Schedule 'F'. In case any item is executed for which standard constants for the consumption of cement or bitumen are not available in the above mentioned schedule/statement or cannot be derived from the same shall be calculated on the basis of standard formula to be laid down by the Engineer-in-Charge.
  - (b) Theoretical quantity of steel reinforcement or structural steel sections shall be taken as the quantity required as per design or as authorized by Engineer-in-Charge, including authorized lappages, chairs etc. plus 3% wastage due to cutting into pieces, such theoretical quantity being determined and compared with the actual, each diameter wise, section wise and category wise separately.
  - (c) Theoretical quantity of G.I. & C.I. or other pipes, conduits, wires and cables, pig lead and G.I./M.S. sheets shall be taken as quantity actually required and measured plus 5% for wastage due to cutting into pieces (except in the case of G.I./M.S. sheets it shall be 10%), such determination & comparison being made diameter wise & category wise.



- (d) For any other material as per actual requirements.

Over the theoretical quantities of materials so computed a variation shall be allowed as specified in Schedule 'F' For non scheduled items, the decision of the Superintending Engineer CE regarding theoretical quantities of materials which should have been actually used, shall be final and binding on the contractor

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

### Compensation during warlike situations

#### Clause 39

The work (whether fully constructed or not) and all materials, machines, tools and plants, scaffolding, temporary buildings and other things connected therewith shall be at the risk of the contractor until the work has been delivered to the Engineer-in-Charge and a certificate from him to that effect obtained. In the event of the work or any materials properly brought to the site for incorporation in the work being damaged or destroyed in consequence of hostilities or warlike operation, the contractor shall when ordered (in writing) by the Engineer-in-Charge to remove any debris from the site, collect and properly stack or remove in store all serviceable materials salvaged from the damaged work and shall be paid at the contract rates in accordance with the provision of this agreement for the work of clearing the site of debris, stacking or removal of serviceable material and for reconstruction of all works ordered by the Engineer-in-Charge, such payments being in addition to compensation upto the value of the work originally executed before being damaged or destroyed and not paid for. In case of works damaged or destroyed but not already measured and paid for, the compensation shall be assessed by the Divisional Officer upto Rs.2,00,000/-- and by the next higher officer concerned for a higher amount. The contractor shall be paid for the damages/destruction suffered and for restoring the material at the rate based on analysis of rates tendered for in accordance with the provision of the contract. The certificate of the Engineer-in-Charge regarding the quality and quantity of materials and the purpose for which they were collected shall be final and binding on all parties to this contract.

Provided always that no compensation shall be payable for any loss in consequence of hostilities or warlike operations (a) unless the contractor had taken all such precautions against air raid as are deemed necessary by the A.R.P. (Air Raid Precaution) Officers or the Engineer-in-Charge (b) for any material etc. not on the site of the work or for any tools, plant, machinery, scaffolding, temporary building and other things not intended for the work. In the event of the contractor having to carry out reconstruction as aforesaid, he shall be allowed such extension of time for its completion as is considered reasonable by the Divisional Officer.

### Apprentices Act provisions to be complied with

#### Clause 40

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

**Release of Security deposit****Clause 41**

The Security Deposit of the work shall be refunded if no labour complaint has been received from the labour officer till the due date of its payment. If a labour complaint is received during this period, the Engineer-in-Charge shall, after issue of notice in this regard to the contractor, deduct the amount required to settle the complaint from his security deposit and refund the balance amount.

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



## C.P.W.D. 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  $\frac{1}{4}$  to 1 ( $\frac{1}{4}$  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 there of 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. (11  $\frac{1}{2}$ "") for ladder upto and including 3 m. (10 ft.) in length. For longer ladders, this width should be increased at least  $\frac{1}{4}$ " for each additional 30 cm. (1 foot) of length. Uniform step spacing of not more than 30 cm shall be kept. Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites or work shall be so stacked or placed as to cause danger or inconvenience to any person or the public. The contractor shall provide all necessary fencing and lights to protect the public from accident and shall be bound to bear the expenses of defence 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. (a) 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.  
(b) Safety Measures for digging bore holes:-
  - (i) If the bore well is successful, it should be safely capped to avoid caving and collapse of the bore well. The failed and the abandoned ones should be completely refilled to avoid caving and collapse;
  - (ii) During drilling, Sign boards should be erected near the site with the address of the drilling contractor and the Engineer in-charge of the work;
  - (iii) Suitable fencing should be erected around the well during the drilling and after the installation of the rig on the point of drilling, flags shall be put 50m around the point of drilling to avoid entry of people;



- (iv) After drilling the borewell, a cement platform (0.50m x 0.50m x 1.20m) 0.60m above ground level and 0.60m below ground level should be constructed around the well casing;
  - (v) After the completion of the borewell, the contractor should cap the bore well properly by welding steel plate, cover the bore well with the drilled wet soil and fix thorny shrubs over the soil. This should be done even while repairing the pump;
  - (vi) After the borewell is drilled the entire site should be brought to the ground level.
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 eyeshields.
  - (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 shall 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.
  - (l) The workers engaged for cleaning the manholes/sewers should be properly trained before allowing to work in the manhole.
  - (m) The workers shall be provided with Gumboots or non sparking shoes bump helmets and gloves non sparking tools safety lights and gas masks and portable air blowers (when necessary). They must be supplied with barrier cream for anointing the limbs before working inside the sewer lines.
  - (n) Workmen descending a manhole shall try each ladder stop or rung carefully before putting his full weight on it to guard against insecure fastening due to corrosion of the rung fixed to manhole well.
  - (o) If a man has received a physical injury, he should be brought out of the sewer immediately and adequate medical aid should be provided to him.
  - (p) The extent to which these precautions are to be taken depend on individual situation but the decision of the Engineer-in-Charge regarding the steps to be taken in this regard in an individual case will be final.
- (vi) The Contractor shall not employ men and women below the age of 18 years on the work 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) No paint containing lead or lead products shall be used except in the form of paste or ready made paint.
  - (b) Suitable face masks should be supplied for use by the workers when paint is applied in the form of spray or a surface having lead paint is dry rubbed and scrapped.
  - (c) Overalls shall be supplied by the contractors to the workmen and adequate facilities shall be provided to enable the working painters to wash during and on the cessation of work.
- (vii) Workmen executing work on scaffolds or other structures above specified height shall be provided with full body harness and fall arresters.
9. An additional clause (viii)(i) of Central Public Works Department Safety Code (iv) the Contractor shall not employ women and men below the age of 18 on the work of painting with product containing lead in any form, wherever men above the age of 18 are employed on the work of lead painting, the following principles must be observed for such use :
- (i) White lead, sulphate of lead or product containing these pigment, shall not be used in painting operation except in the form of pastes or paint ready for use.
  - (ii) Measures shall be taken, wherever required in order to prevent danger arising from the application of a paint in the form of spray.



- (iii) Measures shall be taken, wherever practicable, to prevent danger arising out of from dust caused by dry rubbing down and scraping.
  - (iv) Adequate facilities shall be provided to enable working painters to wash during and on cessation of work.
  - (v) Overall shall be worn by working painters during the whole of working period.
  - (vi) Suitable arrangement shall be made to prevent clothing put off during working hours being spoiled<sup>13</sup> by painting materials.
  - (vii) Cases of lead poisoning and suspected lead poisoning shall be notified and shall be subsequently verified by medical man appointed by competent authority of C.P.W.D PWD(DA).
  - (viii) C.P.W.D./PWD (DA) may require, when necessary medical examination of workers.
  - (ix) Instructions with regard to special hygienic precautions to be taken in the painting trade shall be distributed to working painters.
10. When the work is done near any place where there is risk of drowning, all necessary 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 energized, insulating mats, wearing apparel, such as gloves, sleeves and boots as may be necessary should be provided. The worker should not wear any rings, watches and carry keys or other materials which are good conductors of electricity.



13. All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities should be provided at or near places of work.
14. These safety provisions should be brought to the notice of all concerned by display on a notice board at a prominent place at work spot. The person responsible for compliance of the safety code shall be named therein by the contractor.
15. To ensure effective enforcement of the rules and regulations relating to safety precautions the arrangements made by the contractor shall be open to inspection by the Labour 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.



## Model Rules for the Protection of Health and Sanitary Arrangements for Workers Employed by Central P.W.D. or its Contractors

### 1. APPLICATION

These rules shall apply to all buildings and construction works in charge of Central Public Works Department/ PWD (DA) in which twenty or more workers are ordinarily employed or are proposed to be employed in any day during the period during which the contract work is in progress.

### 2. DEFINITION

Work place means a place where twenty or more workers are ordinarily employed in connection with construction work on any day during the period during which the contract work is in progress.

### 3. FIRST-AID 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 sterilised dressings.
    - 2. 3 medium size sterilised dressings.
    - 3. 3 large size sterilised dressings.
    - 4. 3 large sterilised 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 sterilised dressings.
    - 2. 6 medium size sterilised dressings.
    - 3. 6 large size sterilised dressings.



4. 6 large size sterilised burn dressings.
  5. 6 (15 gms.) packets sterilised 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 recouplement 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 upto the first 100, and one for every 50 thereafter.
- (ii) Every latrine shall be under cover and so partitioned off as to secure privacy, and shall have a proper door and fastenings.
- (iii) Construction of latrines: The inside walls shall be constructed of masonry or some suitable heat-resisting nonabsorbent materials and shall be cement washed inside and outside at least once a year, Latrines shall not be 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 upto 50 and one for female workers upto 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 upto 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 sft) 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 ayaa to look after the children in the creche when the number of women workers does not exceed 50 and two when the number of women workers exceed 50.
- (v) The use of the rooms earmarked as creches shall be restricted to children, their attendants and mothers of the children.

## 9. CANTEENS

- (i) In every work place where the work regarding the employment of contract labour is likely to continue for six months and where in contract labour numbering one hundred or more are ordinarily employed, an adequate canteen shall be provided by the contractor for the use of such contract labour.
- (ii) The canteen shall be maintained by the contractor in an efficient manner.
- (iii) The canteen shall consist of at least a dining hall, kitchen, 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 metre (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.
  2. The furniture utensils and other equipment shall be maintained in a clean and hygienic condition.
- (b)
  1. Suitable clean clothes for the employees serving in the canteen shall be provided and maintained.
  2. A service counter, if provided, shall have top of smooth and impervious material.
  3. Suitable facilities including an adequate supply of hot water shall be provided for the cleaning of utensils and 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

Government may, from time to time, add to or amend these rules and issue directions - it may consider necessary for the purpose of removing any difficulty which may arise in the administration thereof.



## C.P.W.D. Contractor's Labour Regulations

### 1. SHORT TITLE

These regulations may be called the C.P.W.D./PWD (DA) Contractors Labour Regulations.

### 2. DEFINITIONS

(i) Workman means any person employed by C.P.W.D./PWD (DA) or its contractor directly or indirectly through a subcontractor with or without the knowledge of the Central Public Works Department/PWD (DA) to do any skilled, semiskilled or unskilled manual, supervisory, technical or clerical work for hire or reward, whether the terms of employment are expressed 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 18 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. WORKING HOURS

(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 the wages are payable.
- (iv) Where the employment of any worker is terminated by or on behalf of the contractor the wages earned by him shall be paid before the expiry of the second working day from the date on which his employment is terminated.
- (v) All payment of wages shall be made on a working day 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 by contractor through Bank or ECS or online transfer to his bank account.
- (vii) All wages shall be paid through Bank or ECS or online transfer.
- (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 through bank account of labour.
- (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:-
- (xii) "Certified that the amount shown in column No ..... has been paid to the workman concerned through bank account of labour on ..... at....."



### **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 instalment, or after the expiry of sixty days from the date on which it was imposed.
- (vi) Every fine shall be deemed to have been imposed on the day of the act or omission in respect of which it was imposed.

### **LABOUR RECORDS**

- (i) The contractor shall maintain a Register of persons employed on work on contract in Form XIII of the CL (R&A) Central Rules 1971 (Appendix IV)
- (ii) The contractor shall maintain a Muster Roll register in respect of all workmen employed by him on the work under Contract in Form XVI of the CL (R&A) Rules 1971 (Appendix V).
- (iii) The contractor shall maintain a Wage Register in respect of all workmen employed by him on the work under contract in Form XVII of the CL (R&A) Rules 1971 (Appendix VI).
- (iv) Register of accident - The contractor shall maintain a register of accidents in such form as may be convenient at the work place but the same shall include the following particulars:
  - (a) Full particulars of the labourers who met with accident.
  - (b) Rate of Wages.
  - (c) Sex
  - (d) Age



- (e) Nature of accident and cause of accident.
  - (f) Time and date of accident.
  - (g) Date and time when admitted in Hospital,
  - (h) Date of discharge from the Hospital.
  - (i) Period of treatment and result of treatment.
  - (j) Percentage of loss of earning capacity and disability as assessed by Medical Officer.
  - (k) Claim required to be 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)
  - (vi) The contractor shall display in a good condition and in a conspicuous place of work the approved list of acts and omissions for which fines can be imposed (Appendix-X)
  - (vii) The contractor shall maintain a Register of deductions for damage or loss in Form XX of the CL (R&A) Rules 1971 (Appendix-XII)
  - (viii) The contractor shall maintain a Register of Advances in Form XXIII of the CL (R&A) Rules 1971 (Appendix-XIII)
  - (ix) The contractor shall maintain a Register of Overtime in Form XXIII of the CL (R&A) Rules 1971 (Appendix-XIV)

#### 6. ATTENDANCE CARD-CUM-WAGE SLIP

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

#### 7. EMPLOYMENT CARD

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



## 8. 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-X)

## 9. 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.

## 10. 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.

## 11. 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 contractor's bill be made and the wages and other dues be paid to the labourers concerned. In case an appeal is made by the contractor under Clause 13 of these regulations, actual payment to labourers will be made by the Executive Engineer after the Superintending Engineer has given his decision on such appeal.

- (i) The Executive Engineer shall arrange payments to the labour concerned within 45 days from the receipt of the report from the Labour Officer or the Superintending Engineer as the case may be.

## 12. APPEAL 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 Superintending Engineer concerned within 30 days from the date of decision, forwarding simultaneously a copy of his appeal to the Executive Engineer concerned but subject to such appeal, the decision of the officer shall be final and binding upon the contractor.

## 13. 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.

#### **14. 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.

#### **15. SUBMISSIONS OF RETURNS**

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

#### **16. AMENDMENTS**

The Central Government may from time to time add to or amend the regulations and on any question as to the application/Interpretation or effect of those regulations the decision of the Superintending Engineer concerned shall be final.



**प्रसूति प्रसुविधाओं का रजिस्टर (ठेके की शर्तों का खण्ड 19-च)**

**REGISTER OF MATERNITY BENEFITS (Clause 19 F)**

ठेकेदार का नाम और पता

Name and address of the contractor.....

कार्य का नाम और स्थिति

Name and location of the work.....

कर्मचारी का नाम	पिता/पति का नाम	नियोजन का स्वरूप	वास्तविक नियुक्ति की अवधि	तारीख जिसको प्रसवावस्था की सूचना दी गई
Name of the employee	Father's/ husband's name	Nature of employment	Period of actual employment	Date on which notice of confinement given
1	2	3	4	5

**तारीख जिसको प्रसूति छुट्टी प्रारम्भ हुई और समाप्त हुई**  
Date on which maternity leave commenced and ended

प्रसव/गर्भपात की तारीख Date of delivery/ miscarriage	प्रसव की दशा में In case of delivery		गर्भपात की दशा में In case of miscarriage	
	प्रारम्भ हुई commenced	समाप्त हुई Ended	प्रारम्भ हुई Commenced	समाप्त हुई Ended
6	7	8	9	10

**कर्मचारी को संदत्त छुट्टी वेतन**  
Leave pay paid to the employee

प्रसव की दशा में In case of delivery		गर्भपात की दशा में In case of miscarriage		टिप्पणियां Remarks
छुट्टी वेतन की दर Rate of leave pay	संदत्त रकम Amount paid	छुट्टी वेतन की दर Rate of leave pay	संदत्त रकम Amount paid	
11	12	13	14	15



केन्द्रीय लोक निर्माण विभाग संकर्मों में ठेकेदारों के श्रमिकों को अनुज्ञेय प्रसूति  
प्रसुविधा के बारे में रजिस्टर का नमूना प्रारूप

**SPECIMEN FORM OF THE REGISTER, REGARDING  
MATERNITY BENEFIT ADMISSIBLE TO THE CONTRACTOR'S LABOUR  
IN CENTRAL PUBLIC WORKS DEPARTMENT WORKS.**

ठेकेदार का नाम और पता

Name and address of the contractor.....

कार्य का नाम और स्थिति

Name and location of the work.....

1. स्त्री का नाम और उसके पति का नाम  
Name of the woman and her husband's name.
2. पद नाम  
Designation.
3. नियुक्ति की तारीख  
Date of appointment.
4. मास और वर्षों सहित वह तारीख जिसको उसे नियुक्त किया गया  
Date with months and years in which she is employed.
5. सेवान्मुक्त/पदच्युत किये जाने की तारीख, यदि कोई हो  
Date of discharge/dismissal, if any.
6. गर्भ धारण के बाबत प्रमाण पत्र पेश किए जाने की तारीख  
Date of production of certificates in respect of pregnancy.
7. वह तारीख जिसको स्त्री प्रत्याशित प्रसव के बारे में इत्तिला देती है  
Date on which the woman informs about the expected delivery.
8. प्रसव/गर्भपात/ मृत्यु होने की तारीख  
Date of delivery/miscarriage/death
9. प्रसव/गर्भपात/संबंधी प्रमाण पत्र किये जाने की तारीख  
Date of production of certificate in respect of delivery/miscarriage.
10. प्रत्याशित प्रसव से पूर्व संदत्त प्रसूति/मृत्यु प्रसुविधा की रकम और उसकी तारीख  
Date with the amount of maternity/death benefit paid in advance of expected delivery.
11. प्रसूति प्रसुविधा के पश्चातवर्ती संदाय की रकम और उसकी तारीख  
Date with amount of subsequent payment of maternity benefit.
12. स्त्री के मृत्यु के बाद उसकी प्रसूति प्रसुविधा का संदाय प्राप्त करने के लिए उस स्त्री द्वारा नाम निर्देशित व्यक्ति का नाम  
Name of the person nominated by the woman to receive the payment of the maternity benefit after her death.
13. यदि महिला की मृत्यु हो जाती है तो उसकी मृत्यु की तारीख, उस व्यक्ति का नाम, जिसको प्रसूति प्रसुविधा की रकम संदत्त की गई, संदाय की तारीख और मास  
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. रजिस्टर की प्रविष्टियों को अधिप्रमाणित करते हुए ठेकेदार के हस्ताक्षर  
Signature of the contractor authenticating entries in the register.
15. निरीक्षक आफिसर के उपयोग के लिए टिप्पणी स्तम्भ  
Remarks column for the use of Inspecting Officer.



## श्रम बोर्ड Labour Board

कार्य का नाम.....

Name of work

टेकेदार का नाम.....

Name of Contractor

टेकेदार का पता.....

Address of Contractor

के० लो० नि० विभाग के मंडल का नाम व पता.....

Name and address of C.P.W.D. Division

के. लो. नि. विभाग के श्रम अधिकारी का नाम .....

Name of C.P.W.D. Labour Officer

के. लो. नि. विभाग के श्रम अधिकारी का पता.....

Address of C.P.W.D. Labour Officer

श्रम कार्यान्वयन अधिकारी का नाम .....

Name of Labour Enforcement Officer

श्रम कार्यान्वयन अधिकारी का पता .....

Address of Labour Enforcement Officer

क्रम संख्या Sl. No.	श्रेणी Category	न्यूनतम निर्धारित मजदूरी Minimum wage fixed	भुगतान की गई वास्तविक मजदूरी Actual wage paid	वर्तमान संख्या Number present	टिप्पणी Remarks

साप्ताहिक छुट्टी .....

Weekly holiday

मजदूरी की अवधि.....

Wage period

मजदूरी के भुगतान की तारीख .....

Date of payment of wages

काम के घंटे.....

Working hours

आराम का मध्यान्तर.....

Rest interval



फार्म 13 Form-XIII (कृपया नियम 75 देखें) (See Rule 75)

## ठेकेदार द्वारा लगाये गए मजदूरों का रजिस्टर Register of Workmen Employed by Contractor

ठेकेदार का नाम व पता.....

Name and address of contractor

कार्यालय का नाम व पता जिसके अधीन ठेका चल रहा है .....

Name and address of establishment under which contract is carried on

कार्य का स्वरूप व स्थान .....

Nature and location of work

मुख्य नियोक्ता का नाम व पता .....

Name and address of Principal Employer

क्र. संख्या	मजदूर का नाम	आयु तथा लिंग	पिता/पति का नाम	कार्य का स्वरूप/पद का नाम	मजदूर का स्थायी गृह पता (गांव व तहसील ताल्लुक और जिला )	स्थानीय पता	नौकरी आरम्भ होने की तारीख	मजदूर के हस्ताक्षर/अंगूठे का निशान	नौकरी से बर्खास्त करने की तारीख	बर्खास्त करने के कारण	टिप्पणी
Sl. No	Name and Surname of workman	Age and Sex	Father's/Husband's name	Nature of employment/designation	Permanent home address of the workman (Village and Tehsil, Taluk and District)	Local address	Date of commencement of employment	Signature or thumb impression of the workman	Date of termination of employment	Reasons for terminations	Remarks
1	2	3	4	5	6	7	8	9	10	11	12



फार्म 16 Form-XVI (कृपया नियम 78 (2)(क) देखें) (See Rule 78(2)(a))  
**मस्टर रोल Muster Roll**

ठेकेदार का नाम व पता.....  
 Name and address of contractor  
 कार्यालय का नाम और पता जिसके अधीन ठेका चल रहा है .....  
 Name and address of establishment under which contract is carried on  
 कार्य का स्वरूप व स्थान.....  
 Nature and location of work  
 मुख्य नियोजता का नाम व पता..... महीने पक्ष के लिए.....  
 Name and address of Principal Employer. For the Month of fortnight

क्र. संख्या Sl. No	मजदूर का नाम Name of Workman	लिंग Sex	पिता/पति का नाम Father's/Husband's name	दिनांक Dates	टिप्पणी Remarks
1	2	3	4	5	6
				1	
				2	
				3	
				4	
				5	



फार्म 17 Form-XVII (कृपया नियम 78 (2)(क) देखें) (See Rule 78(2)(a))  
**मजदूरी रजिस्टर Register of wages**

डेकेदार का नाम व पता.....  
 Name and address of contractor  
 कार्यालय का नाम व पता जिसके अधीन ठेका चल रहा है .....  
 Name and address of establishment under which contract is carried on  
 कार्य का स्वरूप व स्थान.....  
 Nature and location of work  
 मुख्य नियोक्ता का नाम व पता..... मजदूरी की अवधि: मासिक या पाक्षिक  
 Name and address of Principal Employer..... wages Period: Monthly/Fortnight

क्र. संख्या Sl. No.	मजदूर का नाम Name of workman	मजदूरों के रजिस्टर में क्रम संख्या Serial No. in the register of workman	किए गए कार्य का स्वरूप/पदनाम Designation/nature of work done	जितने दिन कार्य किया No. of days worked	किए गए कार्य के एकक Units of work done	मजदूरी की दर/पीस रेट Daily rate of wages/ piece rate	की गई मजदूरी की रकम Amount of wages earned					वसूली, यदि कोई हो (वसूली का स्वरूप लिखें) Deductions if any (indicate nature)	भुगतान की गई शुद्ध राशि Net amount paid	मजदूर के हस्ताक्षर/अंगूठे का निशान Signature or thumb impression of the workman	डेकेदार अथवा उसके प्रतिनिधि के हस्ताक्षर Initial of contractor or his representative	
							मूल मजदूरी Basic wages	महगाई भत्ता Dearness allowances	समयोपरि भत्ता Overtime	अन्य नकद भुगतान के स्वरूप लिखें Other cash payments (Indicate nature)	जोड़ Total					
1		2	3	4	5	6	7	8	9	10	11	12	13	14	15	16



मजदूरी कार्ड संख्या / Wage Card No. .... **मजदूरी कार्ड Wage Card**

ठेकेदार का नाम व पता..... जारी करने की तारीख .....  
 Name and address of contractor ..... Date of Issue .....  
 कार्य का नाम व स्थान ..... पद.....  
 Name and location of work ..... Designation .....  
 मजदूर का नाम..... मास / पक्ष.....  
 Name of workman ..... Month/Fortnight .....  
 मजदूरी की दर.....  
 Rate of Wages .....

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

..... से अपनी मजदूरी के..... रूपये प्राप्त किए  
 the sum of Rs. on account of my wages

Received from

हस्ताक्षर Signature.

यह मजदूरी कार्ड जारी होने की तारीख से एक मास तक के लिए वैध है।  
 The Wage Card is valid for one month from the date of issue

**फार्म 19/Form-XIX**(कृपया नियम 78(2)(ख) देखें)  
[See rule 78 (2)(b)]**मजदूरी कार्ड  
Wages Slip**

ठेकेदार का नाम व पता

Name and address of contractor.....

मजदूर का नाम तथा उसके पिता/पति का नाम

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

कार्य का स्वरूप तथा स्थान का नाम

Nature and location of work.....

सप्ताह/पक्ष/मास के लिए

For the Week/Fortnight/Month ending.....

1. जितने दिन कार्य किया

No. of days worked.....

2. किए गए कार्य के एककों की संख्या (पीस रेट मजदूरों के बारे में)

No. of units worked in case of piece rate workers.....

3. दैनिक मजदूरी की दर/पीस रेट

Rate of dailly wages/piece rate .....

4. समयोपरि मजदूरी की रकम

Amount of overtime wages.....

5. दी जाने वाली कुल रकम

Gross wages payable.....

6. वसूलियां, यदि कोई हो

Deduction, if any.....

7. दी गई मजदूरी की शुद्ध रकम

Net amount of wages paid.....

ठेकेदार अथवा उसके प्रतिनिधि के हस्ताक्षर  
Initials of the contractor or his representative



फार्म 14 / Form-XIV  
(कृपया नियम 76 देखें)  
[See rule 76]

रोजगार कार्ड  
Employment Card

ठेकेदार का नाम व पता

Name and address of contractor-----

कार्यालय का नाम व पता जिसके अधीन ठेका चल रहा है

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

कार्य का नाम व स्थान

Name of work and location of work-----

मुख्य नियोक्ता का नाम व पता

Name and address of Principal Employer-----

1. मजदूर का नाम

Name of the workman-----

2. लगाये गए मजदूरों के रजिस्टर में क्रम संख्या

Sl. No. in the register of workman employed-----

3. रोजगार/पद का नाम

Nature of employment/designation-----

4. मजदूरी की दर

(पीस वर्क के बारे में एकक के ब्यौरा सहित)

Wage rate (with particulars of unit in case of piece work)-----

5. मजदूरी की अवधि

Wage period-----

6. रोजगार की अवधि

Tenure of employment-----

7. टिप्पणी

Remarks-----

ठेकेदार के हस्ताक्षर  
Signature of contractor



फॉर्म 15 Form-XV (कृपया नियम 77 देखें) (See Rule 77)  
सेवा प्रमाणपत्र Service Certificate

ठेकेदार का नाम व पता.....

Name and address of contractor

कार्य का स्वरूप तथा स्थान.....

Nature and location of work

मजदूर का नाम व पता.....

Name and address of workman

आयु अथवा जन्म तिथि.....

Age or date of birth

पहचान चिन्ह.....

Identification marks

पिता / पति का नाम.....

Father's/Husband's name

कार्यालय का नाम व पता जिसके अधीन ठेका चल रहा है.....

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

मुख्य नियोक्ता का नाम और पता.....

Name and address of Principal Employer

क्र. संख्या Sl. No	रोजगार की कुल अवधि Total Period for which employed से From	किए गए कार्य का स्वरूप Nature of Work Done	मजदूरी दर (पीस वर्क के मामले में एकक के बयों सहित) Rate of wages (with particulars of unit in case of piece work)	टिप्पणी Remarks
1	2 3	4	5	6

हस्ताक्षर / Signature



## LIST OF ACTS AND OMISSIONS FOR WHICH FINES CAN BE IMPOSED

ऐसे कार्यों तथा भूलों की सूची जिसके लिए जुर्माने किये जा सकते हैं

केन्द्रीय लोक निर्माण विभाग ठेकेदार श्रमिक विनियमों के नियम 7 (v) के अनुसार कार्य स्थल पर अंग्रेजी तथा स्थानीय भाषा दोनों में अच्छी तथा स्थानीय भाषा दोनों में अच्छी प्रकार से प्रदर्शित किया जाना।

In accordance with rule 7(v) of the CPWD Contractor's Labour Regulations to be displayed prominently at the site of work both in English and local Language.

- |   |   |
|---|---|
| 1. जान बूझ कर अकेले या अन्य के साथ मिल कर अवज्ञा या उल्लंघन।  | 1. Wilful insubordination or disobedience, whether alone or in combination with other.  |
| 2. केन्द्रीय लोक निर्माण विभाग के कार्य या सम्पत्ति के अतिरिक्त, ठेकों के संबंध में चोरी धोखाबाजी, बेईमानी करना।  | 2. Theft fraud or dishonesty in connection with the contractors beside a business or property of CPWD.  |
| 3. घूस या अन्य गैरकानूनी परितोषण लेना या देना।  | 3. Taking or giving bribes or any illegal gratifications  |
| 4. नित्य देर से काम पर आना।   | 4. Habitual late attendance.  |
| 5. शराब पीकर लड़ना, उपद्रवी या बेहंगा या अन्यमनस्क व्यवहार।   | 5. Drunkenness lighting, riotous or disorderly or indifferent behaviour   |
| 6. नित्य लापरवाही।  | 6. Habitual negligence.   |
| 7. उस क्षेत्रों के आस-पास बीड़ी-सिग्रेट पीना जहां आग पकड़ने वाली या अन्य सामग्री रखी हो।  | 7. Smoking near or around the area where combustible or other materials are locked  |
| 8. नित्य अनुशासनहीनता।  | 8. Habitual indiscipline.   |
| 9. चालू कार्य में अथवा के. लो. नि. वि. या ठेकेदार की संपत्ति को क्षति पहुंचाना।   | 9. Causing damage to work in the progress or to property of the CPWD or of the contractor.  |
| 10. ड्युटी पर सोना।   | 10. Sleeping on duty.   |
| 11. कामचोरी या कार्य को धीरे करना।  | 11. Malingering or slowing down work.   |
| 12. नाम, आयु, पिता के नाम आदि के बारे में गलत सूचना देना।   | 12. Giving of false information regarding name, age father's name, etc.   |
| 13. नियोक्ता द्वारा दिये गये मजदूरी कार्ड को नित्य खो देना।   | 13. Habitual loss of wage cards supplied by the employers.  |
| 14. मालिक की उत्पादन की सम्पत्ति का अनधिकृत उपयोग या कार्यस्थल पर अनाधिकृत वस्तुएं बनाना।   | 14. Unauthorised use of employer's property of manufacturing or making of unauthorised particles at the work place.   |
| 15. कुशल कामगारों द्वारा निर्माण तथा अनुरक्षण में अकुशल कारीगरी दिखाना जिसे विभाग स्वीकार नहीं करता जिसके संशोधन के लिये ठेकेदार को बाध्य किया जाता है। | 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. गलत शिकायतें लगाना और/या भ्रामक विवरण देना।   | 16. Making false complaints and/or misleading statements.   |
| 17. स्थापनाओं के परिसर के भीतर कोई व्यापार चलाना।   | 17. Engaging on trade within the premises of the establishments.  |
| 18. कर्मचारियों का अनधिकृत व्यापार कार्य करना।  | 18. Any unauthorised divulgence of business affairs of the employees.   |
| 19. स्थापना के परिसर के भीतर किसी प्रकार का धन एकत्र करना या उसके लिए प्रचार करना जब तक कि मालिक द्वारा अधिकार न दिया गया हो।                           | 19. Collection or canvassing for the collection of any money within the premises of an establishment unless authorised by the employer.   |



- |  |   |
|--|---|
| 20. मालिकों की पूर्व अनुमति के बिना परिसर के भीतर बैठकें बुलाना।                 | 20. Holding meeting inside the premises without previous sanction of the employers.                   |
| 21. परिसर के भीतर कार्य समय के दौरान किसी कामगार या कर्मचारी को डराना या धमकाना। | 21. Threatening or intimidating any workman or employer during the working hours within the premises. |



फार्म 12 Form-XII (कृपया नियम 78(2)घ देखें) (See Rule 78(2) (d))

**जुमानों का रजिस्टर Register of Fines**

ठेकेदार का नाम व पता .....  
 Name and address of contractor  
 कार्यालय का नाम व पता जिसके अधीन ठेका चल रहा है .....  
 Name and address of establishment in under which contract is carred on  
 कार्य का स्वरूप व स्थान .....  
 Nature and location of work  
 मुख्य नियोक्ता का नाम व पता .....  
 Name and address of Principal Employer

क्र. संख्या Sl. No.	मजदूर का नाम Name of workman	पिता/पति का नाम Father's/ Husband's name	नौकरी का स्वरूप/ पदनाम Designation/ nature of employment	वह कार्य/भूल जिसके लिए जुमाना लगाया गया Act/Omission for which fine imposed	तारीख Date of Offence	क्या कर्मकार ने इस जुमाने के विरुद्ध कोई कारण बताया है Whether workman showed cause against fine	उस व्यक्ति का नाम जिसकी उपस्थिति में कर्मचारी की व्याख्या सुनी गई Name of person in whose presence employee's explanation was heard	मजदूरी की अवधि तथा देय मजदूरी Wage period and wages payable	जुमाना की गई राशि Amount of fine imposed	जुमाना जिस तिथि को समाप्त हुआ Date on which fine realised	टिप्पणी Remarks
1	2	3	4	5	6	7	8	9	10	11	12



फार्म 20 Form-XX (कृपया नियम 78(2)घ) देखें) (See Rule 78(2) (d))

**क्षति / हानि के लिए कटौती का रजिस्टर Register of Deduction for Damage or Loss**

ठेकेदार का नाम व पता .....

Name and address of contractor

कार्यालय का नाम व पता जिसके अधीन ठेका चल रहा है .....

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

कार्य का स्वरूप व स्थान .....

Nature and location of work

मुख्य नियोजता का नाम व पता .....

Name and address of Principal Employer

क्र. संख्या S.I.N.	मजदूर का नाम Name of Workman	पिता/पति का नाम Father's/Husband name	नौकरी का स्वरूप/ पदनाम Designation/ nature of employment	क्षति अथवा हानि का ब्यौरा Particulars of damage or loss	क्षति अथवा हानि की तारीख Date of damage or loss	क्या कर्मकार ने इस कटौती के विरुद्ध कोई कारण बताया है Whether workman showed cause against deduction	उस व्यक्ति का नाम जिसकी उपस्थिति में कर्मचारी की व्याख्या सुनी गई name of person in whose presence employee's explanation was heard	लगाई गई कटौती की राशि Amount of deduction imposed	किस्तों की संख्या No. of installments	कटौती की तिथि Date of recovery		टिप्पणी Remarking
										प्रथम किस्त First install- ment	अंतिम किस्त Last instal- ment	
1	2	3	4	5	6	7	8	9	10	11	12	13

परिशिष्ट / Appendix 'XII'



फार्म 22 Form-XXII (कृपया नियम 78(2)घ देखें) (See Rule 78(2) (d))

### अग्रिम का रजिस्टर Register of Advances

ठेकेदार का नाम व पता .....

Name and address of contractor

कार्यालय का नाम व पता जिसके अधीन ठेका चल रहा है .....

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

कार्य का स्वरूप व स्थान .....

Nature and location of work

मुख्य नियोजता का नाम व पता .....

Name and address of Principal Employer

क्र. संख्या Sl. No.	मजदूर का नाम Name of workman	पिता/पति का नाम Father's/ Husband name	नौकरी का स्वरूप/ पदनाम Designation/ nature of employment	मजदूरी की अवधि तथा देय मजदूरी Wage Period and wages payable	दिए गए अग्रिम की तिथि तथा राशि Date and amount of advance given	वह प्रयोजन जिसके लिए अग्रिम दिया गया Purpose(s) for which advance made	किशोरों की संख्या जिनके द्वारा अग्रिम लौटाया जाना है Number of installments by which advance to be repaid	लौटाई गई प्रत्येक किशोर की तिथि तथा राशि Date and amount of each installm- ent repaid	वह तिथि जबकि अन्तिम किशोर लौटाई गई Date and which last installment was repaid	टिप्पणी Remarks
1	2	3	4	5	6	7	8	9	10	11



फार्म 23 Form-XXIII (कृपया नियम 78(2)(ब) देखें) (See Rule 78(2) (e))

**समयोपरि रजिस्टर Register of Overtime**

ठेकेदार का नाम व पता .....

Name and address of contractor

कार्यालय का नाम व पता जिसके अधीन ठेका चल रहा है .....

Name and address of establishment in under which contract is carredid on

कार्य का स्वरूप व स्थान .....

Nature and location of work

मुख्य नियोक्ता का नाम व पता .....

Name and address of Principal Employer

क्र. संख्या Sl. No.	मजदूर का नाम Name of Workman	पिता/पति का नाम Father's/ Husband's name	लिंग Sex	नौकरी का स्वरूप/ पदनाम Designation/ nature of employment	जिन तारीखों को समयोपरि कार्य किया Date on which Overtime worked	कुल समयोपरि कार्य अथवा पीस रेट के मामले में उत्पादन Total overtime worked or production in case of piece rated	मजदूरी की सामान्य दर Normal rate of wages	समयोपरि मजदूरी की दर Overtime rate of wages	समयोपरि कमाई Overtime earning	जिस दर पर समयोपरि मजदूरी दी Rate on which overtime paid	टिप्पणी Remarks
1	2	3	4	5	6	7	8	9	10	11	12

परिशिष्ट / Appendix 'XIV'



**Appendix - XV**  
**(FORM 31)**  
**INDENTURE FOR SECURED ADVANCES**  
**(Referred to in paragraphs 10.2.20 and 10.2.22 of CPW A Code)**

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

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 PRESIDENT OF INDIA (hereinafter called the President 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 President that he may be allowed advances on the security of materials absolutely belonging to him and brought by him to the site of the works the 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 President 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 Accounts of Secured Advances attached to the Running Account Bill for the said works signed by the Contractor on .....and the President has reserved to himself the option of making any further advance or 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 President (the receipt whereof the Contractor doth hereby acknowledge) and of such further advances (if any) as may be made to him as aforesaid the Contractor doth hereby covenant and agree with the President and declare as follows: -

- (1) That the said sum of Rupees .....so advanced by the President 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 expediting the execution of the said works and for no other purpose whatsoever.
- (2) That the materials detailed in the said Account of Secured Advances which have been offered to and accepted by the President 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 receive a further advance on the security of materials which are not absolutely his own property and free from encumbrances of any kind and the Contractor indemnifies the President 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 Account of Secured Advances and all other materials on the security of which any further advance or advances may hereafter 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 Divisional Officer ..... Division (hereinafter called the Divisional Officer) and in the term 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 protection against all risks of the said materials and that until used in construction as aforesaid the 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 Divisional Officer or any officer authorised by



him. In the event of the said materials or any part thereof being stolen, destroyed or damaged or becoming deteriorated in a greater degree than is due to reasonable use and wear thereof the Contractor will forthwith replace the same with other materials of like quality or repair and make good the same as required by the Divisional Officer.

- (5) That the said materials shall not on any account be removed from the site of the said works except with the written permission of the Divisional Officer or an officer authorised by him on that behalf.
- (6) That the advances shall be repayable in full when or before the Contractor receives payment from the President 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 than on the occasion of each such payment the President will be at liberty to make a recovery from the Contractor's bill for such payment by deducting there from the value of the said materials then 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 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 that may still be owing to the President shall immediately on the happening of such default be repayable by the Contractor to the President together with interest thereon at twelve per cent per annum from the date or respective dates of such advance or advances to the date of repayment and with all costs charges, damages and expenses incurred by the President in or for the recovery thereof or the enforcement of this security or otherwise by reason of the default of the Contractor and the Contractor hereby covenants and agrees with the President 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 President of the said sum of Rupees .....and any further sum or sums advanced as aforesaid and all costs charges, damages and expenses payable under these presents PROVIDED ALWAYS and it is hereby agreed and declared that notwithstanding anything in the said agreement and without prejudice to the powers contained therein if and whenever the covenant for payment and repayment herein before contained shall become enforceable and the money owing shall not be paid in accordance therewith the President may at any time thereafter adopt all or any of the following courses as he may deem best :-
  - (a) Size and utilize the said materials or any part thereof in the completion of the said works on behalf of the Contractor in accordance with the provisions in that behalf contained in the said agreement debiting the Contractor with the actual cost of effecting such completion and the amount due in respect of advances under these presents and crediting the Contractor with the value of work done as if he had carried it out in accordance with the said agreement and at the rates thereby provided. If the balance is against the Contractor he is to pay same to the President 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 sums aforesaid repayable or payable to the President under these presents and pay over the surplus (if any) to the Contractor.
  - (c) Deduct all or any part of the moneys 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 advance 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 in 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 finally resolved as per provisions of clause 25 of the contract.

In witness whereof the said .....and .....by the order and under the direction of the President have hereunto set their respective hands the day and year first above written.

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

.....

Signature .....

Witness Name .....

Address .....

Signed by.....

by the order and direction of the President in the presence of

Signature .....

Witness Name .....

Address .....



**APPENDIX - XVI**  
**(Refer Clause 5)**  
**FORM OF APPLICATION BY THE CONTRACTOR FOR SEEKING RESCHEDULING OF**  
**MILESTONE/EXTENSION OF TIME**

1. Name of contractor
2. Name of work as given in the agreement
3. Agreement no
4. Estimated amount put to tender
5. Date of commencement of work as per agreement
6. Period allowed for completion of work as per agreement
7. Date of completion stipulated in agreement
8. Period for which extension of time if has been given by authority in Schedule 'F' previously

letter no. and date	Extension granted	
	Months	Days
(a) 1st extension.....		
(b) 2nd extension .....		
(c) 3rd extension .....		
(d) 4th extension .....		
(e) Total extension previously given		

9. Reasons for which extension have been previously given (copies of the previous applications should be attached)
10. Period for which extension if applied for
11. Hindrances on account of which extension is applied for with dates on which hindrances occurred and the period for which these are likely to last (for causes under clause 5.2/ and 5.3).

Submitted to the Authority indicated in Schedule F With copy to the Engineer-in-charge and Sub Divisional Officer

Signature of Contractor

Dated .....



**APPENDIX - XVII**  
**Reference of disputes and amount claimed for each dispute to the Conciliator.**  
**[Refer to Clause 25]**

To,

The ADG/SDG  
 ..... (Region) .....  
 .....

**Subject:** Reference of disputes and amount claimed for each dispute to the Conciliator for settlement of disputes relating to agreement number: .....

Dear Sir,

In terms of clause 25 of the aforesaid agreement, particulars of which are given below, I/We hereby refer my / our disputes and amount claimed for each dispute to you for settlement in your capacity as Conciliator.

1. Name of applicant:
2. Whether applicant is Individual/Proprietorship Firm/Partnership Firm/Company:
3. Full address of the applicant:
4. Name of the work and contract number for which arbitration is sought:
5. Name of the Division which entered into contract:
6. Contract amount:
7. Date of contract:
8. Stipulated date of start 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 completed):
14. Date of payment of final bill (if work is completed):
15. Amount of final bill (if work is completed):
16. Date of claim made to Engineer-in-Charge:
17. Date of receipt of decision from Engineer-in-Charge:

I/We certify that the information given above is true to the best of my/our knowledge. I/We enclose the statement of claims with amount of each claim.

Yours faithfully,

.....  
 Signature of the applicant

(Only the person/authority who signed the contract should sign here)

Copy to:

1. The Chief / Superintending Engineer .....
2. The Executive Engineer..... Division



**APPENDIX - XVIII**  
**Notice for appointment of Arbitrator**  
**[Refer to Clause 25]**

To,

The Chief Engineer/Superintending Engineer

..... (Zone or Circle) .....

.....

Subject: Notice for appointment of Arbitrator for adjudication of disputes relating to agreement number:

.....

Dear Sir,

In terms of clause 25 of the aforesaid agreement, particulars of which are given below, I/We hereby give you notice to appoint an Arbitrator for adjudication of disputes mentioned below.

1. Name of applicant
2. Whether applicant is Individual/Prop. Firm/Partnership Firm/Ltd. Co.
3. Full address of the 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 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 completed)
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 SDG/ADG for conciliation
17. Date of receipt of SDG/ADG's decision
18. \*I/We hereby give consent for appointment of Arbitrator of MoHUA. An agreement as per Appendix-XVIII is enclosed.

Or

\* I/We do not give consent for appointment of Arbitrator of MoHUA.

I/We certify that the information given above is true to the best of my/our knowledge. I/We enclose the following documents.

1. Statement of claims with amount of each claim.
2. \*Agreement of waiver of Section 12(5) of the Arbitration and Conciliation Act, 1996 in Appendix-XIX.  
 (\*strikeout whichever is not applicable).

Yours faithfully,

.....

Signature of the applicant

(only the person/authority who signed the contract should sign here)

Copy to:

1. The Executive Engineer  
 ..... Division



**APPENDIX - XIX**  
**Agreement towards waiver of Section 12(5) of Arbitration & Conciliation Act 1996**  
**[Refer to Clause 25]**

1. Whereas certain disputes have arisen between M/S ..... (claimants) and M/S ..... (respondents) relating to agreement No.....
2. And whereas the parties are aware that Shri ..... is on the cadre of CPWD; presently on deputation as Arbitrator, Ministry of Housing and Urban Affairs, Government of India.
3. I/we agree for the appointment of Shri ..... as the sole Arbitrator for adjudication of the disputes, and we hereby waive the applicability of Section 12(5) of the Arbitration & Conciliation Act, 1996.

Signature

(Only the person/authority who signed the contract should sign here)

Name.....

Date: .....

(The name of the Arbitrator, Ministry of Housing and Urban Affairs, Government of India may be enquired from the Engineer-in-Charge, if required.)

**On non-judicial stamp paper of minimum Rs. 100**

**(Guarantee offered by Bank to CPWD in connection with the execution of contracts)  
Form of Bank Guarantee for Earnest Money Deposit /Performance Guarantee/Security  
Deposit/Mobilization Advance**

1. Whereas the Executive Engineer ..... (name of division) ....., CPWD on behalf of the President of India (hereinafter called "The Government") has invited bids under ..... (NIT number) ..... dated ..... for ..... (name of work) ..... The Government has further agreed to accept irrevocable Bank Guarantee for Rs. .... (Rupees ..... only) valid upto ..... (date)\* ..... as Earnest Money Deposit from ..... (name and address of contractor) ..... (hereinafter called "the contractor") for compliance of his obligations in accordance with the terms and conditions of the said NIT.

OR\*\*

Whereas the Executive Engineer ..... (name of division) ....., CPWD on behalf of the President of India (hereinafter called "The Government") has entered into an agreement bearing number ..... with ..... (name and address of the contractor) ..... (hereinafter called "the Contractor") for execution of work ..... (Name of work) ..... The Government has further agreed to accept an irrevocable Bank Guarantee for Rs. .... (Rupees ..... only) valid upto ..... (date) ..... as Performance Guarantee/Security Deposit/Mobilization Advance from the said Contractor for compliance of his obligations in accordance with the terms and conditions of the agreement.

2. We, ..... (indicate the name of the bank) ..... (herein after referred to as "the Bank"), hereby undertake to pay to the Government an amount not exceeding Rs. .... (Rupees ..... only) on demand by the Government within 10 days of the demand.
3. We, ..... (indicate the name of the Bank) ....., do here by undertake to pay the amount due and payable under this guarantee without any demur, merely on a demand from the Government stating that the amount claimed is required to meet the recoveries due or likely to be due from the said Contractor. 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)
4. We, ..... (indicate the name of the Bank) ....., further undertake to pay the Government any money so demanded notwithstanding any dispute or disputes raised by the contractor in any suit or proceeding pending before any Court or Tribunal, our liability under this Bank Guarantee being absolute and unequivocal. The payment so made by us under this Bank Guarantee shall be a valid discharge of our liability for payment there under and the Contractor shall have no claim against us for making such payment.
5. We, ..... (indicate the name of the Bank) ....., further agree that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligation here under to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor 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 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 or for any forbearance, act of omission on the part of the Government or any indulgence by the Government to the said Contractor 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. We, ..... (indicate the name of the Bank) ....., further agree that the Government at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor at the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee the Government may have in relation to the Contractor’s liabilities.
7. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor.
8. We, ..... (indicate the name of the Bank) ....., undertake not to revoke this guarantee except with the consent of the Government in writing.
9. This Bank Guarantee shall be valid up to ..... unless extended on demand by the Government. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. .... (Rupees ..... only) and unless a claim in writing is lodged with us within the date of expiry or extended date of expiry of this guarantee, all our liabilities under this guarantee shall stand discharged.

Date .....

Witnesses:

- |  |   |
|--|---|
| <ol style="list-style-type: none"> <li>1. Signature.....<br/>Name and address</li> </ol> | Authorized signatory<br>Name<br>Designation<br>Staff code no. |
| <ol style="list-style-type: none"> <li>2. Signature .....</li> </ol>                     | Bank seal   |

\*Date to be worked out on the basis of validity period of 90 days where only financial bids are invited and 180 days for two/three bid system from the date of submission of tender.

\*\*In paragraph 1, strike out the portion not applicable. Bank Guarantee will be made either for earnest money or for performance guarantee/security deposit/mobilization advance, as the case may be.



## PROFORMA OF SCHEDULES

(Separate Performa for Civil, Elect.& Hort. Works in case of Composite Tenders)

### SCHEDULE 'A'

Schedule of quantities (as per PWD-3)

### SCHEDULE 'D'

Extra schedule for specific requirements/document for the work, if any.

### SCHEDULE 'E'

Reference to General Conditions of contract

Name of work: .....

.....

Estimated cost of work: Rs. ....

(i) Earnest money: Rs. .... (to be returned after receiving performance guarantee)

(ii) Performance Guarantee : 5% of tendered value.

(iii) Security Deposit : 2.5% of tendered value.

### SCHEDULE 'F'

GENERAL RULES : Officer inviting tender .....  
& DIRECTIONS

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(vi)	Engineer-in-Charge	.....
2(viii)	Accepting Authority	.....
2(x)	Percentage on cost of materials and labour to cover all overheads and profits.15%	15%
2(x)(b)	Standard Schedule of Rates	.....
2(xi)	Department	.....
9(ii)	Standard CPWD contract Form GCC 2020, CPWD Form 7/ 8 as modified & corrected upto	.....

**Clause 1**

- (i) Time allowed for submission of Performance Guarantee, programme chart (Time and progress )and applicable labour licenses, registration with EPFO, ESIC and BOCW welfare board or proof of applying there of from the date of issue of letter of acceptance ..... days
- (ii) Maximum allowable extension with late fee @ 0.1% per day of Performance Guarantee amount beyond the period provided in (i) above ..... (1 to 15 days to be filled by NIT approving authority) ..... days

**Clause 2**

Authority for fixing compensation under clause 2. ....

**Clause 2A**

Applicable clause 2/ Clause 2A Yes / No

**Clause 5**

Number of days from the date of issue of letter of acceptance for reckoning date of start Mile stone(s) as per table given below:- ..... day

Sl No.	Description of Milestone (Physical)	Time Allowed in days (from date of start)	Amount to be with-held in case of non achievement of milestone
1.			
2.			
3.			
4.			

Time allowed for execution of work. ....



**Authority to decide:**

- (i) Extension of time ..... (Engineer in Charge or Engineer in Charge of Major Component in case of Composite Contracts, as the case may be)
- (ii) Rescheduling of mile stones ..... (Superintending Engineer/ PM/CPM in Charge or Superintending Engineer/ PM/CPM in Charge of Major Component in case of Composite Contracts, as the case may be)
- (iii) Shifting of date of start in case of delay in handing over of site ..... (Superintending Engineer/ PM/CPM in Charge or Superintending Engineer in Charge of Major Component in case of Composite Contracts, as the case may be)

PROFORMA OF SCHEDULES Clause 5 Schedule of handing over of site

Part	Portion of site	Description	Time Period for handing over reckoned from date of issue of letter of intent.
Part A	Portion without any hindrance		
Part B	Portions with encumbrances		
Part C	Portions dependent on work of other agencies		

**Clause 5**

Applicable clause 5/ Clause 5A

**Clause 6 : Computerised Measure Book (CMB) / Electronic Measurement Book (EMB)**

Mode of measurement : CMB / EMB

Note:- One option to be kept by NIT approving authority.

**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

Rs. ....

**Clause 7A**

Whether clause 7A shall be applicable

Yes/No

**Clause 10A**

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

- |         |         |         |
|---------|---------|---------|
| 1. .... | 2. .... | 3. .... |
| 4. .... | 5. .... | 6. .... |



**Clause 10B(ii)**

Whether Clause 10B (ii) shall be applicable Yes/No

**Clause 10C**

Component of labour expressed as percent of value of work: = ..... %

**Clause 10CC      Applicable/ Not Applicable**

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

Component of civil (except materials covered  
under clause 10CA) /Electrical construction Xm ..... %  
value of work. -

Component of Labour -  
expressed as percent of total value of work. Y ..... %

**Note :** Xm .....% should be equal to (100) - (materials covered under clause 10CA  
i.e. Cement, Steel, POL and other material specified in clause 10CA + Component of Labour)

**Clause 11**

Specifications to be followed for execution of work .....

**Clause 12**

**12.2**

Deviation Limit beyond which clauses 12.2 shall apply for building work .....

**Clause 16**

Competent Authority for deciding reduced rates .....

**Clause 18**

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

- |         |         |         |
|---------|---------|---------|
| 1 ..... | 2 ..... | 3 ..... |
| 4 ..... | 5 ..... | 6 ..... |
| 7 ..... | 8 ..... | 9 ..... |

**Clause 19C**

..... authority to decide penalty for each default

**Clause 19D**

..... authority to decide penalty for each default

**Clause 19G**

..... authority to decide penalty for each default

**Clause 19K**

..... authority to decide penalty for each default



**Clause 25**

- (i) Conciliator: .....
- (ii) Arbitrator Appointing Authority: .....
- (iii) Place of Arbitration: .....

**Clause 32**

**Requirement of Technical Representative(s) and recovery Rate**

Sl No.	Minimum Qualification of Technical Representative	Discipline	Designation (Principal Technical /Technical representative)	Minimum Experience	Number	Rate at which recovery shall be made from the contractor in the event of not fulfilling provision of clause 36(i)	
						Figures	Words
1.							
2.							
3.							
4							
5							

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

Diploma holder with minimum 10 year relevant experience with a reputed construction co. can be treated at par with Graduate Engineers for the purpose of such deployment subject to the condition that such diploma holders should not exceed 50% of requirement of degree engineers.

**Clause 38**

- (i) (a) Schedule/statement for determining theoretical quantity of cement & bitumen on the basis of Delhi Schedule of Rates ..... printed by C.P.W.D.
- (ii) Variations permissible on theoretical quantities:
  - (a) Cement
    - For works with estimated cost put to tender not more than Rs. 25 lakh. 3% plus/minus.
    - For works with estimated cost put to tender more than Rs. 25 lakh.. 2% plus/minus.
  - (b) Bitumen All Works 2.5% plus & only & nil on minus side.
  - (c) Steel Reinforcement and structural steel sections for each diameter, section and category 2% plus/minus
  - (d) All other materials. Nil

### Annexure showing quantities of materials for areas of surfacing to be considered for working out minimum period of road roller

Sl. No.	Material of surfacing	Quantity or area
1.	Consolidation of earth subgrade	1860Sq.m
2.	Consolidation of stones soling 15 cm. to 22.5cmthick	170Cu.m.
3.	Consolidation of brick soling 10 cm. to 20cm.thick	230
4.	Consolidationofwearingcoatofstoneballast7.5cmto11.5cmthick	30Cu.m.
5.	Consolidation of wearing coat of brick ballast 10 cm. thick	60Cu.m.
6.	Spreading and consolidation of red bajri6mm.	1860Sq.m.
7.	Painting one coat using stone aggregate 12.5 mm nominal size-	
	(a) @ 1.65 m3 per 100 m2 and paving bitumen A-90 or S-90 @ 2.25 Kg perm2	930 Sq.m.
	(b) 1.50 m3 per 100 m2 and bitumen emulsion or Road tar @ 2.25 Kg per m2	930 Sq.m.
8.	Painting two coats using-	
	(a) For first coat, stone aggregate 12.5 mm nominal size:	
	(i) @ 1.50m3 per 100m2 with paving bitumen A-90 or S-90 @ 2 Kg per m2 or	
	(ii) @1.35m3 per 100m2 with bitumen emulsion @ 2 Kg per m2 or	
	(iii) @1.25 m3 per 100m2 with roadtar @ 2.25 Kg per m2	600Sq.m
	(b) For 2nd Coat, stone aggregate 10mm nominal size 0.9 Cu.m. per 100 Sq.mwith-	
	(i) 1kg of paving bitumen A-90 or S-90 or bitumen emulsion per Sq.m. or	
	(ii) 1.25 Kg. of road tar,perSq.m.	600Sq.m
9.	Re-painting with stone aggregate 10 mm nominal size 0.9 Cu.m. per 100 Sq.m. with-	
	(a) 1Kg. of paving bitumen A-90 or S-90 per Sq.m. or	
	(b) 1.25 kg of Bitumen emulsion per Sq.m.	1670Sq.m.
10.	2 cm premix carpet surfacing using 2.4 m3 of stone aggregate 10 mm nominal size per 100 m2 and binder including tack coat, the binder being hot cut back bitumen or bitumen emulsion specified quantities.	930 Sq.m.
11.	2.5 cm. premix carpet surfacing using 3m3 of stone aggregate 10 mm nominal size per 100 m2 and binder including tack coat, the binder being hot cut back Bitumenor bitumen emulsion in specified quantities.	930 Sq.m.
12.	4 cm thick bitumen concrete surfacing using stone aggregate 3.8 Cu.m. (60% 20 mm nominal size and 40% 12.5 mm nominal size) per 100 m2 and coarse sand 1.9 Cu.m. per 100 m2 and hot cut back bitumen over a tack coat of hot cut back bitumen.	460 Sq.m.

Sl. No.	Material of surfacing	Quantity or area
13.	4 cm thick bitumen concrete surfacing using stone aggregate 4.8 Cu.m. (60% 25 mm nominal size and 40% 20 mm nominal size) per 100 m <sup>2</sup> and coarse sand 2.4 Cu.m per 100 Sq.m. and hot cut back bitumen over a tack coat of hot cut back bitumen	370 Sq.m.
14.	6cm thick bitumen concrete surfacing using stone aggregate 5.8 Cu.m. (60 % 40 mm. nominal size and 40% 25mm nominal size) per 100 Sq.m. and coarse sand 2.9 Cu.m. per 100 Sq.m. and hot cut back bitumen over a tack coat of hot cut back bitumen. 280 Sq.m	230 Sqm
15.	7.5cm thick bitumen concrete surfacing using stone aggregate 7.3 Cu.m. (60% 50mm nominal size and 40% 40mm nominal size) per 100 Sq.m. and coarse sand 3.65 Cu.m. per 100 Sq.m. and hot cut back bitumen over a tack coat of hot cut back bitumen.	750 Sqm
16.	2.5 cm bitumastic sheet using stone aggregate 1.65 Cu.m. (60% 12.5 mm nominal size, 40% 10 mm nominal size) per 100 Sq.m. and coarse sand 1.65 Cu.m. per 100 Sq.m. and hot cut back bitumen over a tack coat of hot cut back bitumen.	750 Sq.m.
17.	4cm bitumastic sheet, using stone aggregate 2.6 Cu.m. (60% 12.5mm nominal size 40% 10 mm nominal size) per 100 Sq.m., coarse sand 2.5 Cu.m. per 100 Sq.m. and hot cut back bitumen over a tack coat of hot bitumen.	560 Sqm
18.	Laying full grouted surface using stone aggregate 40 mm nominal size 6.10 Cu.m. per 100 Sq.m. with binder, binding with 20mm to 12.5 mm nominal size stone grit. 1.83 Cu.m. per 100 Sq.m. and seal coat of binder and stone grit 10mm nominal size, 1.07 Cu.m. per 100 Sq.m., the binder being hot bitumen or tar as specified.	460 Sqm
19.	Laying full grouted surface using stone aggregate 50 mm nominal size 9.14 Cu.m. per 100 sq.m. grout with binder, with stone grit 20 mm to 12.5 mm nominal size, 1.83 Cu.m. per 100 Sq.m. and seal coat of binder and stone grit 10mm nominal size 1.07 cu.m /100 Sqm	370 Sqm
20.	4cm. thick premix macadam surfacing using stone aggregate 25mm nominal size 4.57 Cu.m. per 100 Sq.m and hot bitumen binding with stone aggregate 12.5 mm nominal size 1.52 Cu.m. per 100 Sq.m. and seal coat of hot bitumen and stone aggregate 10mm nominal size. 1.07 Cu.m. per 100 Sq.m.	560 Sq.m.
21.	5cm thick premix macadam surfacing with stone aggregate 25 mm nominal size, 6.10 Cu.m. per 100 Sq.m and hot bitumen binding with stone aggregate 12.5 mm nominal size 1.52 Cu.m. per 100 Sq.m. and seal coat of hot bitumen and stone aggregate 10mm nominal size 1.07 Cu.m. per 100 Sq.m	460 Sq.m.