FOOD CORPORATION OF INDIA

(ELECTRICAL ENGINEERING DIVISION)

REGIONAL OFFICE PATNA

E-Tender Document

Tender Notice No: 01/EM/26-27

Name of Work: Comprehensive Renovation and Electrical Upgradation of Old Chowkidar Quarters including Replacement of Dilapidated Installations, Provision of Energy Efficient LED Lighting and Allied Works to Make the Building Fit for Use at FSD Buxar.

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FOOD CORPORATION OF INDIA
BIHAR REGION
Tender Notice No: 01/EM/26-27
(For E&M Works)

Online Percentage rate Tenders under Two Bid System are invited on behalf of the Food Corporation of India for the following works from the appropriate class*of approved Contractors of CPWD, State P.W.Ds, M.E.S., Railways and Public Sector Undertakings / Enterprises of the Central Government and State Government who have satisfactorily completed during the last Seven (07) Years, ending last day of the month previous to the one in which the Tenders are invited at least three similar works of costing not less than the amount equal to 40%of the estimated cost put to Tender or two similar works*costing not less than the amount equal to 60% of the estimated cost put to Tender or One similar work* of aggregate cost not less than the amount equal to 80% of the estimated cost put to Tender, **in any of the Organization listed above for registration in NIT.**

Sr. No	NIT No.	Name of Work & Location	Estimated Cost put to Tender ₹	Earnest Money ₹	Time of Comple-tion	Last Date and Time for Submission of Technical & Price Bid	Time and Date of opening of Technical Bid
1.	2.	3.	4.	5.	6	7.	8
1.	01/EM/ 26-27	Comprehensive Renovation and Electrical Upgradation of Old Chowkidar Quarters including Replacement of Dilapidated Installations, Provision of Energy Efficient LED Lighting and Allied Works to Make the Building Fit for Use at FSD Buxar.	₹ 21,66,805/-	₹ 43,350/-	90 days	18/05/2026 up to 03:00 PM	19/05/2026 at 03:00 PM

*Appropriate class means registration limit must be equal or more than estimated cost put to tender

*Similar works means **Electrical Work** as per scope of work.

1. The intending bidder must read the terms and condition of CE-6 carefully. He should only submit his bid if he considers himself eligible and he is in possession of the entire document required.

2. Information and Instructions for bidders posted on website shall form of bid document.

3. The bid document consisting of plans, specifications, the schedule of the 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 can be seen and downloaded from website www.eprocure.nic.in. https://eprocure.gov.in/eprocure/app free of cost.

4. But the bid can only be submitted online after uploading the mandatory scanned documents of original payment instrument of NEFT/RTGS and other documents as specified in Annexure-I.

CONTRACTOR Asstt. Genl. Manager (EM)

5. Those contractors not registered on the website mentioned above, are required to get registered beforehand.

6. The intending bidder must have valid class-II or class-III digital signature with signing certificate to submit the bid.

7. On opening date, the contractor can login and see the bid opening process. After opening of bids he will receive the competitor bid sheet.

8. Contractor can upload document in the form of JPG format and PDF format

9. Certificate of Financial Turnover: At the time of submission of bid, contractor may upload Affidavit/Certificate from CA mentioning Financial Turnover of last three years or for the period specified in the bid document and further details if required may be asked from the contractor after opening of the technical bid. There is no need to upload entire voluminous balance sheet.

10. ~~Contractor must ensure to quote rate of each item. The column meant for quoting rate in figures appears in pink colour and the moment rate is entered, it turns sky blue.~~
~~In addition to this, while selecting any of the cells a warning appears that if any cell is left blank the same shall be treated as "0".~~
~~Therefore, if any cell is left blank and no rate is quoted by the bidder, rate of such item shall be treated as "0" (ZERO).~~

11. The technical bid shall be opened online first on due date and time as mentioned above. The time and date of opening of financial bid of contractors qualifying the technical bed shall be communicated to them at a later date.

12. Tender documents downloaded from Central Public Procurement Portal Website (https://eprocure.gov.in/eprocure/app)must be submitted on payment of a sum of ₹. **NIL** as tender fee in the form of NEFT/RTGS in favour of Food Corporation of India payable at **STATE BANK OF INDIA**, A/C No **11049780797** IFSC **SBIN0000152.** The Tender must be accompanied by the EMD of **Rs. 43,350/- (Rupees Forty-Three Thousand Three Hundred and Fifty)** in the form of NEFT/RTGS in favour of Food Corporation of India payable at already specified Bank A/C No. ~~Tender Document Cost is Non-refundable & Non- transferable.~~ Tenders not accompanied by ~~Cost of Tender document and~~ Earnest Money in the prescribed form shall be summarily rejected.

13. FCI will not enter into any negotiations even with the Lowest Tenderer.

14. Completed Tenders containing two online covers of technical bid and price bid

15. Online Bids are received only on CPP Portal website https://eprocure.gov.in/eprocure/app in the Office of the Asstt. General Manager (Engg), Food Corporation of India, R.O, (Bihar) at the fixed time and the date indicated in the NIT. The Tenderer will be at liberty to be present either in person or through an authorized representative at the time of opening of the Technical Bid with the Bid Acknowledgement Receipt or they can view the bid opening event online at their remote end. Price Bids of only those tenders shall be opened whose technical bids qualify, at a time and place of which notice will be given. The Tenderer technically qualified will be at liberty to be present either in person or through an authorized representative at the time of opening of the Price Bids with the Bid Acknowledgement Receipt or they can view the bid opening event online at their remote end.

FCI reserves the rights to accept any tender or reject any or all tenders or split up the work between more than one tenders without assigning any reason whatsoever.

16. The detailed Tender Notice can be seen / down loaded on our website www.fci.gov.in/ "www.fciweb.nic.in" and https://eprocure.gov.in/eprocure/app .

Asst. Genl. Manager (EM)

IMPORTANT NOTE:

1) Tender documents may be downloaded from Central Public Procurement Portal https://eprocure.gov.in/eprocure/app . Aspiring Bidders/ Suppliers who have not enrolled/registered in e-procurement should enroll/register before participating through the website https://eprocure.gov.in/eprocure/app . The portal enrolment is free of cost. Bidders are advised to go through instructions provided at Annexure-A regarding 'Instructions for online Bid Submission '.

2) Tenderers can access tender documents on the website, fill them with all relevant information and submit the completed tender document into electronic tender on the website https://eprocure.gov.in/eprocure/app .

3) Tenders and supporting documents should be uploaded through e-procurement. Hard copy of the tender documents will not be accepted.

Submission of Tender

The tender shall be submitted online in one part, viz., technical bid and price bid.

ANNEXURE-I

TECHNICAL BID

The following documents are to be scanned and uploaded within the period of bid submission furnished by the Contractor along with Technical Bid as per the tender document:

i) Copy of original payment instrument of NEFT/RTGS as specified in this tender document towards the cost of Earnest Money Deposit.

ii) Copy of valid registration certificate of appropriate value issued by any Organization as Specified in Tender Notice.

iii) Copies of Registration certificate under Indian Partnership Act in case of Partnership Firm / Company Incorporation certificate in case of Ltd. Company/Affidavit in case of proprietary firm along with power of attorney and other documents as per the conditions stipulated in para 2/pg.15 under the General Rules & directions for the guidance of contractors in the tender document.

iv) Copies of experience/work completion certificates of required amount as per the conditions of Tender Notice.

v) Tender Acceptance Letter (Annexure-B) in the firm/Company letterhead duly filled & signed by the Authority with a seal of Firm/Company.

vi) Copy of PAN Card.

vii) Copy of Goods and Services Tax registration certificate.

viii) Copy of valid electrical license/certificates issued by any Organization as Specified in Tender Notice.

ix) Copy of Financial turnover certificate for previous three years issued by Chartered Accountant must bear the unique Document Identification number (UDIN) number of respective Auditor/Chartered Accountant in compliance to Gazette Notification, Part III, Section 4 dated 2nd August 2019 failing which tender will be summarily rejected.

PRICE BID

a) Schedule of price bid in the form of BoQ_XXXXX.xls (Will be formulated according to the type of work)

FOOD CORPORATION OF INDIA

NOTICE INVITING TENDERS

Online Percentage rate Tenders are invited on behalf of the Food Corporation of India for the work **Comprehensive Renovation and Electrical Upgradation of Old Chowkidar Quarters including Replacement of Dilapidated Installations, Provision of Energy Efficient LED Lighting and Allied Works to Make the Building Fit for Use at FSD Buxar.**

Estimated cost of **Rs. 21,66,805/- (Rupees Twenty-One Lakh Sixty-Six Thousand Eight Hundred and Five Only)**.

1. Contract documents consisting of the detailed plans, complete specifications, the schedule of quantities of the various classes of work to be done, and the set of 'Conditions of Contract' to be complied with by the person whose Tender may be accepted; which will also be found printed in the form of Tenders, can be seen on website www.eprocure.nic.in https://eprocure.gov.in/eprocure/app free of cost.

2A. The site for the work is available at **FSD BUXAR.**

2. After submission of the bid the contractor can re-submit revised bid any number of times online but before last time and date of submission of bid as notified (However, if this feature is enabled/configured).

3. While submitting the revised bid, contractor can revise the rate online of one or more item (s) any number of time (he need not to re-enter rate of all the items) but prior to last time and date of submission of bid as notified.

   The contractor who wishes to participate in the bid has also to make following payments in the form of NEFT/RTGS and proof of NEFT/RTGS to be also scanned and uploaded to the e-Tendering website within the period of bid submission:

(i) Cost of Bid Document ₹. **NIL** through NEFT/RTGS, Copy of enlistment Order and certificate of work experience and other documents as specified in the press notice shall be scanned and uploaded to the e-Tendering website within the period of bid submission.

4. Tenders will be submitted online at https://eprocure.gov.in/eprocure/app on or before bid submission closing date & time and opened online on **03:00 PM on 18/05/2026** The time allowed for carrying out the work will be reckoned from the 15th **(Fifteenth)** day after the date of issue of work acceptance letter.

5. The bid submitted shall become invalid and cost of bid shall not be refunded if:

(i) The bidder is found ineligible.

(ii) The bidder does not upload all the documents as per Annexure I as stipulated in the bid document.

(iii) If any discrepancy is noticed between the documents as uploaded at the time of submission of bid document and certified hard copies of all uploaded documents as submitted physically by the lowest tenderer (L-1) in the office of tender opening authority within a week from the date of intimation. FCI will intimate decision regarding documents within seven working days; else submitted documents will be treated as valid.

6. The contractor should quote in white portion of the given price bid Template only However, if a

discrepancy is found, the rate 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 rate written either in figure or in words then the rate 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 rate quoted by the contractor will be taken as correct and not the amount.

7. When a contractor sign a Tender in an Indian language, the percentage above or below and the Tendered amount and / or the total Tendered amount should be written in the same language. In the case of illiterate contractor's the rate or the amount Tendered should be attested by a witness.

(a) In case of Percentage Rate Tender, the contractors are required to quote their rate both in amount as well as in percentage below/above the rates entered in the Schedule. In such cases in the event of arithmetical error committed in working out amount by the contractor the Tender Percentage and not the amount should be taken into account

Each tender must be accompanied by an Earnest Money amounting **Rs. 43,350/- (Rupees Forty-Three Thousand Three Hundred and Fifty)** in the form of NEFT/RTGS in favour of the FCI**.** Earnest money in the form of NEFT/RTGS shall be scanned and uploaded to the e- tendering website within the period of bid submission. The tenderer shall be permitted to bid on the express condition that in case he resiles, revise or modifies his offer, or terms & conditions thereof, after last date & time of submission of tender, for any reason whatsoever during the tender process, or any of the information furnished by him/her is found to be incorrect or false, the Earnest Money Deposited by him shall stand forfeited, without prejudice to any other rights and remedies of the Corporation under the contract and Law, and the Tenderer will be liable for any loss suffered by the Corporation on account of its withdrawal/modification etc. besides forfeiture of EMD. He will also be debarred from participating in any other Tender Enquiry with FCI for a period of five year.

8. The successful Tenderer has to deposit an amount equal to @ 5% of the Tendered and accepted value of the work (without any limit) as Performance Guarantee in the form of:

(i) ~~Cash in case of guarantee amount is less than ₹.10,000/- (Rupees ten thousand only)~~

(ii) ~~Deposit of Call Receipt/Banker's cheque/Demand Draft/Pay Order of~~ Scheduled Bank NEFT/ RTGS in case the guarantee amount is less than ₹.1 lac (Rupees One lakh)

(iii) An Irrevocable Bank Guarantee bond of any Scheduled Bank or State Bank of India or its associate Banks in the prescribed Form in case the guarantee amount is more than Rs 1 lac(₹. One Lakh)

The time allowed for submission of the Performance Guarantee by the contractor shall be **7 (Seven)** Days of issue of the Letter of Acceptance. This period can be further extended, if required by the Engineer-in-Charge for a maximum period ranging from 3 to 7 days at the written request of the contractor. The date of start of work may accordingly be fixed reckoning it after 15 **(Fifteen)** days from the date of issue of letter of acceptance.

Performance Guarantee amount shall be deposited before issue of formal work order for commencement of the work.

NOTE: - If the Tenderer whose Tender considered for acceptance fails to furnish the prescribed Performance Guarantee with in prescribed period the EMD will be absolutely forfeited by the Food Corporation of India.

9. The acceptance of a Tender will rest with the competent authority **AGM (EM)** who does not bind himself to accept the Lowest Tender and reserves to himself the authority to reject any or all of the Tenders received without assigning any reasons. All Tenders in which any of the prescribed conditions are not fulfilled, or are incomplete in any respect are liable to be rejected.

10(a) The contractor whose Tender is accepted will be required to furnish by way of Security Deposit for the due fulfillment of his contract sum as under: -

@ 5% of the Tendered value of contract put to Tender without limit. The Security Deposit will be collected by deduction @ 5% (five percentage) from the running bills of the contractor and the Earnest Money, if deposited at the time of Tender will be treated a part of Security Deposit. The Security Deposit will be in addition to the Performance Guarantee.

The Security Deposit shall not earn any interest. If the successful tenderer had previously held any contract and furnished security deposit, the same shall not be adjusted against this tender and a fresh security deposit will be required to be furnished.

11. (a) Conditional tenders/ offers are liable to be summarily rejected.

12. Canvassing in connection with Tenders is strictly prohibited and the Tenders submitted by the contractors who resort to canvassing will be liable to rejection.

13. All rates shall be quoted only on the proper form of the Tender.

14. Any item rate Tender containing percentage below/above will be summarily rejected. However, where a tenderer voluntarily offers a rebate, it should be submitted within stipulated date & time of submission of tender, this may be considered.

15. On acceptance of the Tender, the name of the accredited Representative(s) of the contractor who would be responsible for taking instruction from the Engineer-in-Charge shall be communicated to the Engineer-in-Charge.

16. Special care should be taken to write the rates in figures as well as in words and the amount in figures only, in such a way that interpolation is not possible. The total amount should be written both in figures and the words. In case of figures, the words 'Rs' should be written before the figures and the words. In case of figures, the word 'Rs' should be written before the figures of rupees and word 'P' after the decimal figures e.g. '₹. 2.15 P, and in case of words, the word 'Rupees' should precede and the word 'Paisa' should be written at the end. Unless the rate is in whole rupees and followed by the word 'only' it should invariably be up to two decimal places.

17. The Food Corporation of India does not bind itself to accept the Lowest or any Tender and reserves to itself the right of accepting the whole or any part of Tender and the Tenderer shall be bound to perform the same at the rates quoted.

18. **DELETED**

19. No Engineer of Gazetted rank or other Gazetted Officer employed in Engineering or administrative duties in an Engineering Department of the Government of India is allowed to work as a contractor for a period of two years of his retirement from Government service without the previous permission of the Government of India. 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 the Government of India as aforesaid before submission of the Tender or engagement in the contractor's service.

20. Tender for works shall remain open for acceptance for a period of 45 (Forty Five) days from the date of

opening of Tenders and with a provision that it shall be further extendable for 45 days, should the Tenderer fail to keep the Tender open for acceptance as stated above or if the Tenderer withdraws his Tender before the expiry of the said period or makes any modifications in the terms and conditions of the Tender which are not acceptable to the Corporation, then the Corporation without prejudice to any other right or remedy be at liberty to forfeit the Earnest Money.

21. The contractor should give full and correct address along with the Tender further if there is any change of address during currency of contract the same should be intimated to the department immediately and otherwise Food Corporation of India is not responsible for wrong delivery or delay of the Notice etc. served to the above.

Signature of Asstt. General Manager (Engg.)
For and behalf of the Food Corporation of India

Annexure- A

Instructions for Online Bid Submission:

As per the directives of Department of Expenditure, this tender document has been published on the Central Public Procurement Portal (URL: http://eprocure.gov.in). 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 "Click **here to Enroll**" on the CPP Portal 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 II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile.
5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

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 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 formats. Bid documents may be scanned with 100 dpi with black and white option.

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 bidder. Bidders can use "My Space" 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 he/she 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.

4) Bidder should also submit the EMD as per the instructions specified in the tender document. The copies of original payment instrument should be scanned & uploaded. The details of NEFT/RTGS payment available in the scanned copy and data entered during bid submission, should tally, otherwise the uploaded bid will be rejected.

   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 prices bid have 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 coloured (unprotected) Cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

5) 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.

6) 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.

7) The uploaded tender documents become readable only after the tender opening by the

authorized bid openers.

8) Upon the successful and timely submission of bids, 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.

9) 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

1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 1800 233 7315.

Annexure-B

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

Date:

To,
The AGM (EM)
FCI RO Patna

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: 01/EM/26-27

Name of Tender / Work: Comprehensive Renovation and Electrical Upgradation of Old Chowkidar Quarters including Replacement of Dilapidated Installations, Provision of Energy Efficient LED Lighting and Allied Works to Make the Building Fit for Use at FSD Buxar.

Dear Sir,

1. I/ We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely: www.eprocure.gov.in as per your advertisement, given in the above-mentioned website(s).

2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. 01 to 109 (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions/ clauses contained therein.

3. The corrigendum(s) issued from time to time by your department / Organisation too has also been taken into consideration, while submitting this acceptance letter.

4. I / We hereby unconditionally accept the tender conditions of above-mentioned tender document(s) / corrigendum(s) in its totality / entirety.

5. In case any provisions of this tender are found violated, then your department/ Organisation shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

FOOD CORPORATION OF INDIA

State: Bihar | Works-Division: Engineering
Zone: East | Region: Bihar

GENERAL RULES & DIRECTIONS FOR THE GUIDANCE OF CONTRACTORS

1. All works proposed for execution by contractor will be notified in a form of invitation to Tender pasted in public place signed by the AGM (Engineering) Food Corporation of India, Regional Office (Patna), Bihar.

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 to be deposited by the successful Tenderer and the Percentage which the Security Deposit shall be deducted from the bills of quantities and of rates of the various descriptions of works and any other documents required in connection with the work signed for the purpose of identification by the AGM(Engineering) Food Corporation of India, R. O. (Patna), Bihar shallalso be open for inspection by the contractor at the office of the AGM(Engineering) Food Corporation of India, R. O. (Bihar), Patna during office hours.

2. a) A Person or persons shall state their capacity/designation i.e. Sole proprietor/Director/ Partner/Power of attorney holder/Authorized signatory while uploading/ submitting/ signing the tender document.

b) In case of Proprietary firm, submitting the tender through his Attorney / Authorised signatory/Manager, shall submit/upload the Authenticated document duly executed on non-judicial stamp paper duly Notarised/ Registered. If period of validity of Power of attorney is not specified therein, an affidavit shall also be submitted stating that the validity of power of attorney/ Authorisation is valid on the date of tender submission.

c) In case of Partnership firm, the names of all partners should be disclosed and the tender shall be signed by all the partners or their duly constituted Attorney, having authority to bind all the partners in all matters pertaining to the contract. The scanned copies of registration certificate under Indian Partnership Act issued by Registrar of Firms in respect of partnership firm, Deed of Partnership, power of attorney duly executed on a non-judicial stamp paper of appropriate value duly Registered / Notarised. If period of validity of Power of attorney is not specified therein, an affidavit from the firm stating that Power of attorney valid on the date of tender submission.

d) In case of Limited Company, the names and addresses of all the Directors, Bankers and Auditors shall be mentioned and it shall be certified that the person signing/ submitting the tender is empowered to do so on behalf of the company. Scanned copies of Memorandum and Articles of Association of the company, Certificate of Incorporation issued by Registrar of Companies, resolution of Board of Directors (BOD) authorizing the signatory to sign the tender shall be uploaded. If period of validity of Power of attorney is not specified therein, an affidavit shall also be submitted to that effect stating the validity of Board resolution/ Authorisation valid on the date of tender submission.

e) The "Power of Attorney" should be signed by all the partners in case of Partnership firm, by the Proprietor in case of Proprietary firm, and by the Directors in case of Limited Company.

3. Receipts for payments made on account of a work, when executed by a Firm, must also be signed by the several Partners, except where the 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 authority to give effectual receipt for the Firm.

4. Any person who submits a Tender shall fill up the usual printed Form, stating at how much percent above or below the estimated rates / or at what rate he is willing to undertake each item of the work specified in Rules. Only one rate of percentage more or less over the estimated rates/schedule rates shall be named. Tenders which propose any alternation in the work specified in the said Form of Invitation to Tender, or in time allowed for carrying out the work, or which contain any other conditions of any sort will be liable to rejection. No single Tender shall include more than one work but contractors who wish to Tender for two or more works shall submit a separate Tender for each. Tender shall have name and number for the work to which they refer, written outside the envelopes.

The rate(s)/or amount(s) must be quoted in decimal coinage.

4 (a) The tender shall be treated as invalid, if

i) The percentage above / below is not quoted in figures and words both on the total amount of tender or any section / sub-head of the tender.
ii) The percentage quoted above / below is different in figures and words on the total amount of tender or any section / sub-head of tender.

4 (b) 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 maintaining 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-sections / sub-heads 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 contractors 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 or 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 DGM (Engg.), Engineer-in-Charge and 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 offer, 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 retendering process of the work.

5. The Earnest Money will be returned to all unsuccessful tenderers within a period of 10 days from the date of issue of the acceptance letter in the case of all unsuccessful Tenderers and for successful Tenderer, the same will be adjusted towards the Security Deposit. No interest shall be payable on Earnest Money, in any case.

6. The Food Corporation of India shall have the right of rejection all or any of the Tenders, and will not be bound to accept the lowest Tender.

7. The receipt of an accountant or clerks for any money paid by the contractor will not be considered as any acknowledgement of payment to the AGM(Engineering) Food Corporation of India and the Contractor shall be responsible for seeing that he procures a receipt signed by the AGM(Engineering) Food Corporation of India or a duly authorised cashier.

8. The Memorandum of Work tendered for and the schedule of materials to be supplied by the Corporation and their issue rates shall be filled in and completed in the office of the AGM (Engineering) Food Corporation of India before the Tender Form is issued. If a Form is issued to an intending Tenderer without having been so filled in and completed he shall request the office to have this done before he completes and delivers his Tender.

9. The Tenderer / contractor has to obtain and submit the Labour License, if applicable, as per Section 34 of CPWD Works Manual with latest amendments before commencement of work and the same should remain valid till the completion of work.

10. The Tenderer / contractor have to obtain workman's compensation policy. The same is required to be submitted by the contractor before commencement of the work. The policy should remain valid till the completion of work.

11. The tenderer should be registered with EPFO having separate code no. as required for an employer under the provisions of EPF & MP Act, 1952 and must submit their valid registration no. with all relevant documents within fifteen days from the date of award of contract.

PERCENTAGE RATE TENDER FOR WORKS

I/We hereby tender for the execution of the work specified for the Food Corporation of India of the work specified in the underwritten Memorandum within the time specified in such memorandum at an amount of ₹. _____ (Rupees -------- **To be quoted in PRICE BID** ---------) percent below/above the rates entered in the Schedule mentioned in Rule 1 and in accordance in all respect with the specifications, designs, drawing and instructions in writing referred to in rule- I hereof and in clause-I of the conditions of contract, and with such materials as are provided for, by, and in all other respects in accordance with such conditions so far as applicable. I/We hereby agree to the percentage mentioned above being deducted from added to the gross amount of the bills for work done.

Memorandum

a) General Description: **Comprehensive Renovation and Electrical Upgradation of Old Chowkidar Quarters including Replacement of Dilapidated Installations, Provision of Energy Efficient LED Lighting and Allied Works to Make the Building Fit for Use at FSD Buxar.**

b) Estimated Cost: **Rs. 21,66,805/- (Rupees Twenty-One Lakh Sixty-Six Thousand Eight Hundred and Five Only)**

c) Earnest Money: **Rs. 43,350/- (Rupees Forty-Three Thousand Three Hundred and Fifty).**

d) The successful Tenderer hereafter referred to as the Contractor shall deposit an amount equal to **5%** of the Tendered and accepted value of the work put to Tender (without limit) as Performance Guarantee mentioned at Para 8 in form No. CE-5-S.

e) Security Deposit @ 5% of the Tendered value of work put to tender without any limit in addition to the Performance Guarantee.
The Security Deposit will be collected by deduction from the running bills of the contractor at the rates mentioned above and, the Earnest Money, deposited at the time of Tender, will be treated as part of the Security Deposit.

f) Time allowed for the work from the **15th** day after the date of written order of acceptance is **90 days**.

Should this Tender be accepted in whole or in part, I/We hereby agree (i) to abide by and fulfill all the terms and provision of the said conditions annexed hereto and all the terms and provisions contained in Notice Inviting Tenders so for as applicable and or in default thereof to forfeit and pay to the Food Corporation of India, the sum of money mentioned in the said conditions. A sum of **Rs. 43,350/- (Rupees Forty-Three Thousand Three Hundred and Fifty)** is hereby forwarded, in the form of NEFT/RTGS as Earnest Money. If I/We failed to commence the work specified in the above Memorandum, I/We agree that the said Food Corporation of India shall, without prejudice to any other right or remedy, be at liberty to forfeit, the said Earnest Money along with Performance Guarantee absolutely, otherwise the, said Earnest Money shall be retained by them towards Security Deposit along with Performance Guarantee mentioned against clause (e) of the above mentioned Memorandum; (ii) to execute all the works referred to in Tender documents upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered up to a maximum of **25 % (Twenty Five percent**) at the rates quoted in the Tender documents and those in excess of that limit at the rates to be determined in accordance with the provision contained in clause 12 of the Tender Form.

Dated.....The.....dayof..... 201...

CONTRACTOR Asstt. Genl. Manager (EM)

Witness.....

Address.....

Occupation.....

Contractor(s) The

above Tender is hereby accepted by me on behalf of the Food Corporation of India.

Dated.....The.....dayof. ..... 201 .....

Designation of the officer***

*Signature of witness to contractor's signature
** Signature of the Contractor(s)
*** Signature of the Officer by whom accepted.

CONDITIONS OF CONTRACT

Definition: -

1. The Contract means the documents forming the Tender and acceptance thereof and the formal Agreement executed between the Food Corporation of India and the contractor, together with the documents referred to therein including these conditions, the, specifications, designs, drawings and instructions issues from time to time by 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 expression shall, unless the context otherwise requires, have the meaning, hereby respectively assigned to them:

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

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

(c) The 'Contractor shall, mean 'the individual or Firm or Company, whether incorporated or not undertaking the work and shall include the legal personal Representatives of such individual or the persons comprising such firm or company, or the successors of such company and the permitted assignees of such individual or firm or firms or company,

(d) The 'Corporation' means the Food Corporation of India and its successors.

(e) The Engineer In charge means the AGM (Engineering) who shall supervise and be in charge of the work

(f) 'Managing Director' shall mean the Managing Director of the Food Corporation of India.

(g) The term Superintending Engineer' includes the DGM (CE/EE) of the Food Corporation of India.

(h) The term 'Executive Engineer' includes the AGM (CE/EE) of the Food Corporation of India.

(i) The term Chief Engineer includes the General Manager (Engg.) of the Food Corporation of India.

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

4. 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 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.

In the case of discrepancy between the schedule of Quantities, and the Specifications etc., the following order of preference shall be observed:

i) Description of Schedule of Quantities.

ii) Particular Specification and Special Conditions, if any.

iii) CPWD Specifications.

iv) Indian Standard Specifications of B1S.

v) Specification notified by local bodies, if any.

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

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

Clause 1

(i)The contractor shall submit an irrevocable Performance Guarantee of 5% (Five percent) of the Tendered amount in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement (not withstanding and/or without prejudice to any other provisions in the contract within period specified in Schedule "F" of 'BID Data Sheet' 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 RTGS/NEFT (Cash, in case Guarantee amount is less than ₹. 10,000/- or Deposit at Call receipt of any Scheduled Bank / Banker's Cheque of any Scheduled Bank /Demand Draft of any Scheduled Bank /Pay Order of any Scheduled Bank in case of Guarantee amount is less than ₹.1, 00,000/-) or Government Securities or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the Form annexed hereto In case the Guarantee amount is more than rupees One lakh.

ii) The PERFORMANCE GUARANTEE shall be initially valid up to the stipulated date of completion plus 60 days beyond that, in case the time for completion of work gets extended, the contractor shall get the validity of Performance Guarantee extended to cover such extended time for completion of work. After recording of the completion certificate for the work by the competent authority, the Performance Guarantee shall be returned to the contractor without any interest.

iii) The Engineer-in-Charge shall not make a claim unearth Performance Guarantee except for amounts to which the Food Corporation of India (FCI) 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 hereinabove, in which event the Engineer-in-Charge may claim the full amount of the Performance Guarantee.

b) Failure by the contractor to pay FCI any amount due, either as agreed by the contractor or determined under any of the Clauses/Conditions of the Agreement, within 45 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 FCI.

CLAUSE 1A

Recovery of Security Deposit

The person/persons whose Tender(s) may be accepted (hereinafter called the contractor) shall permit FCI at the time of making any payment to him for work done under the contract to deduct a sum at the rate of 5% of the gross amount of each running bill till the sum along with the sum already deposited as Security Deposit, will amount to Security Deposit of 5% of the Tendered value of the work. Such deductions will be made and held by FCI by way of Security Deposit unless he/they has/have already deposited the amount of Security at the rate mentioned above in cash or in the form of Corporation Securities.

All compensations or the other sums of money payable by the contractor under the terms of this contract may be deducted from his Security Deposit or from any sums which may be due to or may become due to the contractor by FCI on any account whatsoever and in the event of his Security Deposit being reduced by reason of any such deductions, the contractor shall within 10 days make good.

CLAUSE -2

Upon satisfactory performance of the services and on completion of all the obligations by the contractor under the terms of contract and on submission of 'No Due Certificate' from the concerned authority designated under EPF and MP Act 1952 showing due and correct deposit in respect of the employees employed by or through him for the contract period and on obtaining a 'No Demand Certificate' from the assigned authority of Food Corporation of India, the Security Deposit will be refunded to the contractor subject to deductions, if any from the Security as may be necessary for recovering the claims of Food Corporation of India against the contractor. The Food Corporation of India will not be liable for payment of any interest on the Security Deposit.

(b) The Engineer-in-charge shall have the rights to forfeit the entire or part of the amount of security deposit lodged by the contractors or to appropriate the security deposit or any part thereof in or towards the satisfaction of any sum due to be claimed for any damages, losses charges, expenses or costs that may be suffered or incurred by the Corporation. The decision of the Engineer-in-charge in respect of such losses, damages, charges, costs or expenses shall be final and binding on the contractors.

(c) In the event of the Tenderer failure, after the communication of acceptance of the tender by the Corporation, to furnish the requisite Performance Guarantee by the due date including extension period, his Contract shall summarily terminate besides forfeiture of the Earnest Money and the Corporation shall proceed for appointment of another contractor. Any losses or damages arising out of and incurred by the Corporation by such conduct of the contractor will be recovered from the Contractor, without prejudice to any other rights and remedies of the Corporation under the Contract and Law. The contractor will also be debarred from participating in any future tenders of the Corporation for a period of five years. After the completion of prescribed period of five years, the party may be allowed to participate in the future tenders of FCI provided

all the recoveries / dues have been effected by the Corporation and there is no dispute pending with the contractor/party.

Compensation for Delay

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

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

(i) Compensation…….@ 1.5% per month* of delay for delay of work to be computed on per Day basis

*may be changed to week, if the time allowed is TWO MONTHS or Less

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

The amount of compensation may be adjusted or set-off against any sum payable to the contractor under this or any other contract with the FCI. In case, the contractor does not achieve a particular milestone mentioned in schedule F of 'BID Data Sheet', or the rescheduled milestones(s) in terms of Clause 5.3, the amount shown against that milestone shall be withheld, to be adjusted against the compensation levied at the final grant of Extension of time. With-holding of this amount on failure to achieve a milestone, shall be automatic without any Notice to the contractor. However, if the contractor catches up with the progress of work on the subsequent milestone(s), the withheld amount shall be released. In case the contractor fails to make up for the delay in subsequent milestone(s), amount mentioned against each milestone missed subsequently also shall be withheld. However, no interest, whatsoever, shall be payable on such withheld amount.

CLAUSE 3

When Contract can be Determined

Subject to other provision contained in this clause, the Engineer-in-Charge may, without prejudice to any other rights or remedy against the contractor in respect of any delay 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-workmanlike manner shall omit to comply with the requirement of such Notice for a period of seven days thereafter.

(ii) If the contractor has, without reasonable cause, suspended the progress of the work or has failed to proceed with the work with due diligence so that in the opinion of the Engineer-in-Charge (which shall be final and binding) he will be unable to secure completion of the work by the date for completion and continues to do so after a Notice in writing of seven days from the Engineer-in-Charge.

(iii) If the contractor fails to complete the work within the stipulated date or items of work with individual date of completion, if any stipulated, on or before such date(s) of completion and does not complete them within the period specified in a Notice given in writing in that behalf by the Engineer-in-Charge.

(iv) If the contractor persistently neglects to carry out his obligations under the contract and/or commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a Notice in writing is given to him in that behalf by the Engineer-in-Charge.

(v) If the contractor shall offer or give or agreed 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 FCI.

(vi) If the contractor shall enter into a contract with FCI in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and the terms of payment thereof have been previously disclosed in writing to the Engineer-in-Charge.

(vii) If the contractor shall obtain a contract with FCI as a result of wrong Tendering or Other non-bonafide methods of competitive Tendering.

(viii) If the contractor being an individual or if a Firm, any Partner thereof shall at any time be adjudged insolvent or have a receiving order or orders 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 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, transfer, 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) If the work is not started by the contractor within $\frac{1}{8}^{th}$ of the stipulated time. When the contractor has made himself liable for action under any of the cases aforesaid, the Engineer-in-Charge on behalf of the FCI shall have powers:

a) To determine or rescind the contract as aforesaid (of which Termination or Rescission Notice

in writing to the Contractor under the hand of the Engineer-in-Charge shall be Conclusive evidence). Upon such determination or rescission, the Earnest Money Deposit, Security Deposit already recovered and Performance Guarantee under the Contract shall be liable to be forfeited and shall be absolutely at the disposal of the FCI.

b) After giving Notice to the contractor to measure up the work of the contractor and to take such whole, or the balance or part thereof, as shall be un-executed out of his hands and to give it to another contractor to complete the work, the contractor, whose contract is determined or risk and cost 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. 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 4 - DELETED

CLAUSE 5

Time and Extension for Delay

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

5.1 As soon as possible after the Contract is concluded, the Contractor shall submit a Time and Progress Chart for each milestone and get it approved by the Department. The Chart shall be prepared in direct relation to the time stated in the Contract documents for completion of items of the works. It shall indicate the forecast of the dates of commencement and completion of various trades of sections of the work and may be amended as necessary by agreement between the Engineer-in-Charge and the Contractor within the limitations of time imposed in the Contract documents, and further to ensure good progress during the execution of the work, the contractor shall in all cases in which the time allowed for any work, exceeds one month (save for special jobs for which a separate program has been agreed upon) complete the work as per mile stones given in Schedule 'F'.'Bid Data Sheet'.

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

i) Delay on the part of other contractors or tradesmen engaged by Engineer-in-Charge in executing work not forming part of the contract, or

ii) Non-availability or break down of tools and Plant to be supplied or supplied by FCI or
iii) Any other cause which, in the absolute discretion of the Engineer-in-Charge is beyond the Contractor's control.

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 endeavors to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer-in-Charge to proceed with the works.

5.3 Request for rescheduling of Milestones and extension of time, to be eligible for consideration, shall be made by the Contractor in writing within fourteen days of the happening of the event causing delay on the prescribed Form. The contractor may also, if practicable, indicate in such a request the period for which extension is desired.

CLAUSE 6

Measurement of Work Done

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

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

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

If for any reason the Contractor or his authorized Representative is not available and the work of recording measurements is suspended by the Engineer-in-Charge or his Representative, the Engineer-in-Charge and the Department shall not entertain any claim from contractor for any loss or damages on this account. If the Contractor or his authorized Representative does not remain present at the time of such measurements after the Contractor or his authorized Representative has been given a Notice in writing three (3) days in advance or fails to countersign or to record objection within a week from the date of the measurement, then such measurements recorded in his absence by the Engineer-in-Charge or his Representative shall be deemed to be accepted by the Contractor.

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

Except where any general or detailed description of the work expressly shows to the contrary, measurement 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 Standard and if for any item no such standard is available, then a mutually agreed method shall be followed.

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

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

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

CLAUSE 6A

Engineer-in-Charge shall, except as otherwise provided, ascertain and determine by measurement the value of work done in accordance with the contract. All measurements of all items having financial value shall be entered by the contractor and compiled in the shape of the Computerized Measurement Book having pages of A-4 size as per the format of the department so that a complete record is obtained of all the items of works performed under the contract. All such measurements and levels recorded by the contractor or his authorized Representative from time to time, during the progress of the work, shall be got checked by the contractor from the Engineer-in-Charge or his authorized Representative as per interval or program fixed in consultation with Engineer-in-Charge or his authorized Representative. After the necessary corrections made by the Engineer-in-Charge, the measurement sheets shall be returned to the contractor for incorporating the corrections and for resubmission to the Engineer-in- Charge for the dated signatures by the Engineer-in- Charge and the contractor or their Representatives in token of their acceptance. Whenever bill is due for payment, the contractor would initially submit draft computerized measurement sheets and these measurements would be got checked/ test checked from the Engineer-in-Charge and/or his authorized Representative. The contractor will, thereafter, incorporate such changes as may be done during these checks/test checks in his draft computerized measurements, and submit to the department a Computerized Measurement Book, duly bound, and with its pages machine Measurement Book. The Engineer- in-Charge and/or his authorized Representative would thereafter check this Measurement Book, and record the necessary certificates for their checks/ test checks.

The final, fair, Computerized Measurement Book given by the contractor, duly bound, with its Pages machine numbered should be 100% correct, and no cutting or over-writing in the measurements would thereafter be allowed. If at all any error is Noticed, the contractor shall have to submit a fresh Computerized Measurement Book with its pages duly machine Measurement Book and bound, after getting the earlier Measurement Book cancelled by the department. Thereafter, the Measurement Book shall be taken in the

Divisional Office records and allotted a number as per the Register of Computerized Measurement Books.

This should be done before the corresponding bill is submitted to the Division Office for payment. The contractor shall submit two spare copies of such computerized Measurement Book's for the purpose of reference and record by the various officers of the department. The contractor shall also submit to the department separately his computerized Abstract of Cost and the bill based on these measurements, duly bound, and its pages machine Measurement Book along with two spare copies of the bill. Thereafter, this bill will be processed by the Division Office and allotted a Measurement Book as per the computerized record in the same way as done for the measurement Book meant for measurements. The contractor shall, without extra charge, provide all assistance with every appliance, labour and other things necessary for checking of measurements/levels by the Engineer-in-Charge or his Representative. Except where any general or detailed description of the work expressly shows to the contrary, measurements shall be taken in accordance with the procedure set forth in the specifications notwithstanding any provision in the relevant Standard Method of measurement or any general or local custom. In the case of items which are not covered by specifications, measurements shall be taken in accordance with the relevant standard method of measurement issued by the Bureau of Indian Standards and if for any item no such standard is available then a mutually agreed method shall be followed. The contractor shall give not less than seven days' Notice to the Engineer-in-Charge or his authorized Representative in charge of the work before covering up or otherwise placing beyond the reach of checking and/or test checking the measurement of any work in order that the same may be checked and/or test checked and correct dimensions thereof be taken before the same is covered up or placed beyond the reach of checking and/or test checking measurement and shall not cover up and place beyond reach of measurement any work without consent in writing of the Engineer-in- Charge or his authorized Representative in charge of the work who shall within the aforesaid period of seven days inspect the work, and if any work shall be covered up or placed beyond the reach of checking and/or test checking measurements without such Notice having been given or the Engineer-in-Charge's consent being obtained in writing the same shall be uncovered at the Contractor's expense, or in default thereof no payment or allowance shall be made for such work or the materials with which the same was executed. Engineer-in-Charge or his authorized Representative may cause either themselves or through another officer of the department to check the measurements recorded by contractor and all provisions stipulated herein above shall be applicable to such checking of measurements or It is also a term of this contract that checking and/or test checking the measurements of any item of work in the measurement Book and/or its payment in the interim, on account of final bill shall not be considered as conclusive evidence as to the sufficiency of any work or material to which it relates nor shall it relieve the contractor from liabilities from any over measurement or defects Noticed till completion of the defects liability period. Payment on Intermediate Certificate to be regarded as Advances.

CLAUSE 7

No payment shall be made for work, estimated to cost ₹. Fifty thousand or less till after the whole of the work shall have been completed and Certificate of Completion given. For works estimated to cost over ₹. Fifty thousand, the interim or running account bills shall be submitted by the contractor for the work executed on the basis of such recorded measurement on the format of the Department in triplicate on or before the date of every month fixed for the same by Engineer-in-Charge. The contractor shall not be entitled to be paid and 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' 'Bid Data Sheet', in which case the interim bill shall be prepared on the appointed date of the month after the requisite progress

is achieved. Engineer-in-Charge shall arrange to have the bill verified by taking or causing to be taken, where necessary, the requisite measurements of the work, In the event of the failure of the contractor to submit the bills. Engineer-in-Charge shall prepare or cause to be prepared such bills in which event no claims whatsoever due to delays on payment including that of interest shall be payable to the contractor. Payment on account of amount admissible shall be made by the Engineer-in-Charge certifying the sum to which the contractor is considered entitled by way of interim payment at such rates as decided by the Engineer-in-Charge. The amount admissible shall be paid by 10^{th} working day after the day of presentation of the bill by the Contractor to the Engineer-in-Charge or his Manager (CE/EE/ME) together with the account of the material issued by the department, or dismantled materials, if any, in the case of works outside the headquarters of the Engineer-in-Charge, the period of ten working days will be extended to fifteen working days.

All such interim payments shall be regarded as payment by way of advances against final payment only and shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be rejected, removed, taken away and reconstructed or re-erected. Any certificate given by the Engineer-in-Charge relating to the work done or materials delivered forming part of such payment, may be modified or corrected by any subsequent such certificate(s) or by the final certificate and shall not by itself be conclusive evidence that any work or material 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 very 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 Manager (CE/Elect.) to the effect that the work has been completed up to the level in question make interim advance payments without detailed measurements for work done (other than foundations, items to be covered under finishing items) up to lintel level (including sunshade etc.) and slab level, for each floor working out at 75% of the assessed value. The advance payments so allowed shall be adjusted in the subsequent interim bill by taking detailed measurements thereof.

FCI reserves the right to make payment of GST amount charged in the supply invoices only post matching of the invoice in the GSTIN System. Contractor shall raise invoice in compliant with the provisions of the GST law and contains the requisite details in an accurate manner for claiming of tax credits by the FCI.

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 direct 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 hall have no claim in respect of scaffolding or surplus materials as aforesaid except or any sum actually realized by the sale thereof.

CLAUSE -8 A

Contractor to Keep Site Clean

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

CLAUSE -8B

Completion Plan

The contractor shall submit completion plan as required vide General specifications for Electrical works (Part I internal) 2005 and (Part II External) 1994 as applicable within thirty days of the completion of the work.
In case, the contractor fails to submit the completion plan as aforesaid, he shall be liable to pay a sum equivalent to 2.5% of the value of the work subject to a ceiling of ₹.25, 000 (Rupees Twenty five thousand only) as may be fixed by the Dy. General Manager (Engg.) concerned and in this respect the decision of the DGM (Engg.) shall be final and binding on the contractor.

CLAUSE 9

Payment of Final Bill

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

Manager, complete with account of materials issued by the Department and dismantled materials.

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

CLAUSE- 9 A

Payment of Contractor's Bills to Bank s

Payment 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 FCI or his signature on the bill or other claim preferred against FCI 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 favor of the Bank; Registered Financial, Co- operative or Thrift Societies or recognized financial Institutions any rights or equities vis-à-vis the FCI.

FCI reserves the right to make the payment of GST amount charged in the supply invoices only post matching of the invoice in GSTIN System. Contractor shall raise invoice in compliant with the provisions of the GST law and contains the requisite details in an accurate manner for claiming of tax credits by the FCI.

CLAUSE 10

Materials which FCI will supply are shown in Schedule 'B' of 'Bid Data Sheet' which also stipulates quantum, place of issue and rate(s) to be charged in respect thereof. The contractor shall be bound to procure them from the Engineer-in-Charge. As soon as the work is awarded, the contractor shall finalize the program for the completion of work as per clause 5 of this contract and shall give his estimates of materials required on the basis of drawings/or schedule of quantities of the work. The Contractor shall give in writing his requirement to the Engineer- in-Charge which shall be issued to him keeping in view the progress of work as assessed by the Engineer-in-Charge, in accordance with the agreed phased program of work indicating monthly requirements of various materials. The contractor shall place his indent in writing for issue of such materials at-least 7 days in advance of his requirement. Such materials shall be supplied for the purpose of the contract only and the value of the materials so supplied at the rates specified in the aforesaid Schedule shall be set off or deducted, as and when materials are consumed in items of work (including normal wastage) for which payment is being made to the contractor, from any sum then due or which may therefore become due to the contractor under the contract or otherwise or from the Security Deposit. At the time of submission of bills, the contractor shall certify that balance of materials supplied is available at site in original good condition. The contractor shall submit along with every running bill (on account or interim bill) material wise reconciliation statements supported by complete calculations reconciling total issue, total consumption and certified balance (diameter/section-wise in the case of steel) and resulting variations and reasons therefore. Engineer-in-Charge shall (whose decision shall be final and binding on the contractor) be within his rights to follow the procedure of recovery in clause 42 at any stage of the work if reconciliation is not found to be satisfactory.

The contractor shall bear the cost of getting the material issued, loading, transporting to site, unloading, storing under cover as required, cutting assembling Measurement Book and joining the several parts together as necessary. Notwithstanding anything to the contrary contained in any other clause of the contract and (or the CPWA Code) all stores/materials so supplied to the contractor or procured with the assistance of the FCI shall remain the absolute property of FCI and the contractor shall be the trustee of the stores/materials, and the said stores/materials shall not be removed/disposed off from the site of the work on any account and shall be at all times open to inspection by the Engineer-in-Charge or his authorized Agent. Any such stores/materials remaining unused shall be returned to the Engineer-in-Charge in as good a condition in which they were originally supplied at a place directed by him, at a place of issue or any other place specified by him as he shall require, but in case it is decided not to take back the stores/materials the contractor shall have no claim for compensation on any account of such stores/materials so supplied to him as aforesaid and not used by him or for any wastage in or damage to in such stores/materials. On being required to return the stores/materials, the contractor shall hand over the stores/ materials on being paid or credited such price as the Engineer-in-Charge shall determine, having due regard to the condition of the stores/materials. The price allowed for credit to the contractor, however, shall be at the prevailing market rate not exceeding the amount charged to him, excluding the storage charge, if any. The decision of the Engineer-in-Charge shall be final and conclusive. In the event of breach of the aforesaid condition, the contractor shall in addition to throwing himself open to account for contravention of the terms of the licenses or permit and/or for criminal breach of trust, be liable to FCI for all advantages or profits resulting or which in the usual course would have resulted to him by reason of such breach. Provided that the contractor shall in no case be entitled to any compensation or damages on account of any delay in supply or non-supply thereof all or any such materials and stores provided further that the contractor shall be bound to execute the entire work if the materials are supplied by the Government within the original scheduled time for completion of the work plus 50% thereof or schedule time plus 6 months whichever is more if the time of completion of work exceeds 12 months, but if a part of the materials only has been supplied within the aforesaid period, then the contractor shall be bound to do so much of the work as may be possible with the materials and stores supplied in the aforesaid period. For the completion of the rest of the work, the contractor shall be entitled to such extension of time as may be determined by the Engineer-in-Charge whose decision in this regard shall be final and binding on the contractor.

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

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. of 'Bid Data Sheet'.

CLAUSE 10B

Secured Advance on Non-perishable Material

(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 which are in the opinion of the Engineer-in-Charge non- perishable, non-fragile and non-combustible and are in accordance with the contract and which have been brought on the site in connection therewith and are adequately stored and/or protected against damage by weather or other causes but which have not at the time of advance been incorporated in the works. When materials on account of which an advance has been made under this 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.

Mobilization Advance

(ii) Mobilization advance not exceeding 10% of the Tendered value may be given, if requested by the contractor in writing within one month of the order to commence the work. Such advance shall be in two or more installments to be determined by the Engineer-in-Charge at his sole discretion. The first installment of such advance shall be released by the Engineer-in-charge to the contractor on a request made by the contractor to the Engineer- in-Charge in this behalf. The second and subsequent installments shall be released by the Engineer- in- Charge only after the contractor furnishes a proof of the satisfactory utilization of the earlier

installment to the entire satisfaction of the Engineer-in-Charge.

Before any installment of advance is released, the contractor shall execute a Bank Guarantee Bond from Scheduled Bank for the amount of advance & valid for the contract period. This shall be kept renewed from time to time to cover the balance amount and likely period of complete recovery, together with interest. Provided always that provision of Clause 10 B (ii) shall be applicable only when so provided in 'Schedule F'.

Plant Machinery & Shuttering Material Advance

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

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

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

This advance shall further be subject to the condition that such plant and equipment (a) are considered by the Engineer-in-Charge to be necessary for the works; (b) and are in working order and are maintained in working order; (c) hypothecated to the FCI as specified by the Engineer-in-Charge before the payment of advance is released. The contractor shall not be permitted to remove from the site such hypothecated plant and equipment without the prior written permission of the Engineer-in-Charge. The contractor shall be responsible for maintaining such plant and equipment in good working order during the entire period of hypothecation failing which such advance shall be entirely recovered in lump sum. For this purpose, steel scaffolding and form work shall be treated as plant and equipment. The contractor shall insure the Plant and Machinery for which mobilization advance is sought and given, for a sum sufficient to provide for their replacement at site. Any amounts not recovered from the insurer will be borne by the contractor. (iv) The mobilization advance and plant and machinery advance in (ii) & (iii) above bear simple interest at the rate of 10 per cent per annum and shall be calculated from the date of payment to the date of recovery, both days inclusive, on the outstanding amount of advance. Recovery of such sums advanced shall be made by the deduction from the contractor's bills commencing after first ten per cent of the gross value of the work is executed and paid, on pro-rata percentage basis to the gross value of the work billed beyond 10% in such a way that the entire advance is recovered by the time eighty per cent of the gross value of the contract is executed and paid, together with interest due on the entire outstanding amount up to the date of recovery of the installment. (v)

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

CLAUSE 10C

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

If after submission of the tender, the price of any material incorporated in the works (excluding the materials covered under clause 10CA and not being a material supplied from the Engineer- in-Charge's stores in accordance with clause 10 thereof) and/or wages of labour increases as a direct result of the coming into force of any fresh law, or statutory rule or order (but not due to any changes of rate in Goods and Service Tax /Custom Duty) 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 and provided further that any such increase shall be limited to the price/wages prevailing at the time of stipulated date of completion or as prevailing for the period under consideration, whichever is less.

If after submission of the tender, the price of any material incorporated in the works (excluding the materials covered under clause 10CA and not being a material supplied from the Engineer- in-Charge's stores in accordance with clause 10 thereof) and/or wages of labour as prevailing at the time of last stipulated date of receipt of tender including extensions, if any, is decreased as a direct result of the coming into force of any fresh law or statutory rules or order (but not due to any changes of rate in Goods and Service Tax /Custom Duty) Government shall in respect of materials incorporated in the works (excluding the materials covered under clause 10CA and not being material supplied from the Engineer-in-charge's stores in accordance with clause 10 hereof) and /or labour engaged on the execution of the work after the date of coming into force of such law statutory rule or order be entitled to deduct from the dues of contractor, such amount as shall be equivalent to the difference between the prices of the materials and/or wages as prevailed at the time of the last stipulated date for receipt of tenders including extensions if any for the work and the prices of materials and/or wages of labour on the coming into force of such law, statutory rule or order. This will be applicable for the contract period including the justified period extended under the provisions of clause 5 of the contract without any action under clause 2. Engineer-in-charge may call Books of account and other relevant documents from the contractor to satisfy himself about responsibility of increase in prices of materials and wages. The contractor shall, within a reasonable time of his becoming aware of any alteration in the price of any such materials and/or wages of labour, give notice thereof to the Engineer-in-charge stating that the same is given pursuant to this condition together with all information relating thereto which he may be in position to supply. For this purpose, the labour component of the work executed during period under consideration shall be the percentage as specified in Schedule F, of the value of work done during that period and the increase/decrease in labour shall be considered on the minimum daily wages in rupees of any unskilled adult male mazdoor, fixed under any law, statutory rule or order.

CLAUSE 10 CA

Payment due to variation in prices of materials after receipt of Tender

If after submission of the Tender, the price of materials specified in Schedule F of 'Bid Data Sheet' increases/ decreases beyond the price(s) prevailing at the time of the last stipulated date for receipt of Tenders (including extensions, if any) for the work, then the amount of the contract shall accordingly be varied and provided further that any such variations shall be effected for stipulated period of Contract including the justified period extended under the provisions of Clause 5 of the Contract without any action under Clause 2. However, for work done/during the justified period extended as above, it will be limited to indices prevailing at the time of stipulated date of completion or as prevailing for the period under consideration, whichever is less. The increase/decrease in prices of cement, steel reinforcement and structural steel shall be determined by the Price indices issued by the **Director General (Works), CPWD**. For other items provided in the Schedule 'F', this shall be determined by the All India Wholesale Price Indices of materials as published by Economic Advisor to Government of India, Ministry of Commerce and Industry and base price for cement, steel reinforcement and structural steel as issued under the authority of **Director General (Works) CPWD** applicable for Delhi including Noida, Gurgaon, Faridabad & Ghaziabad and for other places as issued under the authority of **Zonal Chief Engineer, CPWD** and base price of other materials issued by concerned Zonal chief Engineer as indicated in Schedule 'F' as valid on the last stipulated date of receipt of Tender, including extension if any and for the period under consideration. In case, price index of a particular material is not issued by Ministry of Commerce and Industry, then, the price index of nearest similar material as indicated in Schedule 'F' shall be followed. The amount of the contract shall accordingly be varied for all such materials and will be worked out as per the formula given below for individual material:-

Adjustment for component of individual material Cl -

CIo

V = P x Q x ----------

CIo where,

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

P = Base Price of material as issued under authority of **DG(W), CPWD** or concerned **Zonal Chief Engineer** as indicated in Schedule "F" of 'Bid Data Sheet' valid at the time of the last stipulated date of receipt of Tender including extensions, if any.
Q = Quantity of material brought at site for bonafide use in the works since previous bill.

Clo = Price index for cement, steel reinforcement bars and structural steel as issued by the **DG(W), CPWD** as valid on the last stipulated date of receipt of Tenders including extensions, if any. For other items, if any, provided in Schedule 'F', All India Wholesale Price Index for the material as published by the Economic Advisor to Government of India, Ministry of Industry and Commerce as valid on the last stipulated date of receipt of Tenders including extensions, if any. Cl = Price index for cement, steel reinforcement bars and structural steel as issued under the authority of **DG(W), CPWD** for period under consideration. For other items, if any, provided in Schedule 'F', All India Wholesale Price Index for the material for period under consideration as published by Economic Advisor to Government of India, Ministry of Industry and Commerce.

Note: (i) In respect of the justified period extended under the provisions of clause 5 of the contract without any action under clause 2, the index prevailing at the time of stipulated date of completion or the prevailing index of the period under consideration, whichever is less, shall be considered. Provided always that provisions of the preceding Clause 10 C shall not be applicable in respect of Materials covered in this Clause. (ii) If during progress of work or at the time of completion of work, it is Noticed that any material brought at site is in excess

of requirement, then amount of escalation if paid earlier on such excess quantity of material shall be recovered on the basis of cost indices as applied at the time of payment of escalation or as prevailing at the time of effecting recovery, whichever is higher.

Payment due to increase/decrease in Prices/Wages (excluding materials covered under clause 10 (CA) after Receipt of Tender for Works.

CLAUSE 10 CC

If the prices of materials (not being materials supplied or services rendered at fixed prices by the department in accordance with clause 10 & 34 thereof) and/or wages of labour required for execution of the work increase, the contractor shall be compensated for such increase as per provisions detailed below and the amount of the contract shall accordingly be varied, subject to the condition that that such compensation for escalation in prices and wages shall be available only for the work done during the stipulated period of the contract including the justified period extended under the provisions of clause 5 of the contract without any action under clause 2. However, for the work done during the justified period extended as above, the compensation as detailed below will be limited to prices/wages prevailing at the time of stipulated date of completion or as prevailing for the period under consideration, whichever is less. No such compensation shall be payable for a work for which the stipulated period of completion is equal to or less than the time as specified in Schedule F. Such compensation for escalation in the prices of materials and labour, when due, shall be worked out based on the following provisions:-

(i) The base date for working out such escalation shall be the last stipulated date of receipt of Tenders including extension, if any. The cost of work on which escalation will be payable shall be reckoned as below:

(a) Gross value of work done up to this quarter : (A)

(b) Gross value of work done up to the last quarter : (B)

(c) Gross value of work done since previous quarter (A-B) : (C)

(d) Full assessed value of Secured Advance (excluding materials Covered under Clause 10 CA) fresh paid in this quarter : (D)

(e) Full assessed value of Secured Advance (excluding materials Covered under Clause 10 CA) Clause 10 CA) 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: (I)

(j) Extra items/deviated quantities of items paid as per Clause 12 Based on prevailing market rates during this quarter: (J)

Then, M = C+F+I-J

N = 0.85 M

Less cost of material supplied by the department as per Clause 10 and recovered during

the quarter (K)

(k) Less cost of services rendered at fixed charges as

per Clause 34 and recovered during the quarter (L)

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

(iii) Components for materials (except cement, reinforcement bars, structural steel or other materials covered under clause 10 CA) labour, P.O.L., etc. shall be pre-determined for every work and incorporated in the conditions of contract attached to the Tender papers Included in Schedule 'F'. The decision of the Engineer-in-Charge in working out such Percentage shall be binding on the contractor.

(iv) The compensation for escalation for other materials (excluding cement, reinforcement bars, structural steel or other materials covered under clause 10 CA) and P.O.L. shall be worked as per the formula given below:-

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

'Materials' Xm

MI-MIo

Vm = W x ---------- x ----------

100 MIo

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

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

Xm = Component of 'materials' (except cement, structural steel, reinforcement bars and other materials covered under clause10CA) 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 stipulated date of completion or the prevailing index of the period under consideration, whichever is less, shall be considered.)

MIo = 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.

(b) Adjustment for component of 'POL' Z FI-

FIo

Vf = W x ---------- x ----------

100 FIo

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

W = Cost of Work done worked out as indicated in sub-para (ii) of Clause 10CC.
Z = Component of Fuel, Oil & Lubricant expressed as percent of the total value of work.

FI = All India Wholesale Price Index for Fuel, Oil & Lubricant for the period under consideration as published by Economic Advisor to Govt. of India, Ministry of Industry & Commerce, New Delhi. (In respect of the justified period extended under the provisions of clause 5 of the contract without any action under clause 2, the index prevailing at the time of stipulated date of completion or the prevailing index of the period under consideration, whichever is less, shall be considered.)
FIo = All India Wholesale Price Index for Fuel, Oil & Lubricant valid on the last date of receipt of Tender including extension, if any.

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

(a) The compensation for escalation shall be worked out at quarterly intervals and shall be with respect to the cost of work done as per bills paid during the three calendar months of the said quarter. The first such payment shall be made at the end of three months after the month (excluding 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 instalment of payment, is less than three months, the index Ml and Fl 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:-

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

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

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

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

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

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

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

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

(b) The escalation for labour also shall be paid at the same quarterly intervals when escalation due to increase in cost of materials and/or P.O.L. is paid under this clause. If such revision of minimum wages takes place during any such quarterly intervals, the escalation compensation shall be payable at revised rates only for work done in subsequent quarters;

(c) Irrespective of variations in minimum wages of any category of labour, for the purpose of this clause, the variation in the rate for an unskilled adult male mazdoor alone shall form the basis for working out the escalation compensation payable on the labour component.

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

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

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

(ix) Provided always that:-

(a) Where provisions of clause 10CC are applicable, provisions of clause 10C will not be applicable but provisions of clause 10CA will be applicable.

(b) Where provisions of clause 10CC are not applicable, provisions of clause 10C and 10CA will become applicable.

CLAUSE 10 D

Material Govt. Property

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

Work to be executed in accordance with Specifications, Drawings, and Orders etc.

CLAUSE 11

The contractor shall execute the whole and every part of the work in the most substantial and workman like manner and both as regards materials and otherwise in every respect strict accordance with the

specifications. The contractor shall also confirm exactly fully and faithfully to the designs, drawings and instructions in writing in respect of the work singed by the Engineer-in-charge and the contractor shall be furnished free of charge one copy of the specifications, and all the such drawings and instructions as are not included in the Central Public Works Department compilation entitled "Specifications for work, at Delhi 2009 Vol. I & II with up to date correction slips, in force from time to time or any other printed publication or General Specifications referred to elsewhere in the Contract.

The Contractor(s) is / are to provide everything of every sort and kind (with the exceptions noted in the schedule attached) which may be necessary and requisite for the due and proper execution of the several works included in the contract whether original or altered according to the true intent and meaning of the drawings and specifications taken together, which are to be signed by the Engineer-in-charge and the contractor(s) whether the same may or may not be particularly described in the specifications or shown on the drawings provided that the same are reasonably to be inferred there from and in case of any discrepancy between the drawings and the specifications the Engineer in-charge is to decide which shall be followed.

Complete copies of the drawings and specifications signed by Engineer-in-charge shall be furnished by him to the contractor for his /their own use and same or copies thereof shall be kept by the contractor(s) on the site of the work.

CLAUSE 12

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

12.1 The time for completion of the works shall, in the event of any deviations resulting in additional cost over the Tendered value sum being ordered, be extended, if requested by the contractor, as follows:
(i) In the proportion which the additional cost of the altered, additional or substituted work, bears to the original Tendered value plus (ii) 25% of the time calculated in (i) above or such further additional time as may be considered reasonable by the Engineer-in-Charge.

Deviation, Extra Items and Pricing

12.2 In the case of extra item(s) (items that are completely new, and are in addition to the items contained in the contract), the contractor may within fifteen days of receipt of order or occurrence of the item(s) claim rates, supported by proper analysis, for the work and the engineer-in-charge shall within one month of the receipt of the claims supported by analysis, after giving consideration to the analysis of the rates submitted by the contractor, determine the rates on the basis of the market rates and the contractor shall be paid in accordance with the rates so determined. In the case of substituted items (items that are taken up with partial substitution or in lieu of items of work in the contract), the rate for the agreement item (to be substituted) and substituted item shall also be determined in the manner as mentioned in the following Para.

Deviation, Substituted Items, Pricing

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

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

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

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

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

(i) For Buildings: All works up to 1.2 meters above ground level or up to floor 1 level whichever is lower.

(ii) For abutments, piers and well staining: All works up to 1.2 m above the bed level.

(iii) For retaining walls, wing walls, compound walls, chimneys, overhead reservoirs/tanks and other elevated structures: All works up to 1.2 meters above the ground level.

(iv) For reservoirs/tanks (other than overhead reservoirs/tanks): All works up to 1.2 meters above the ground level.

(v) For basement: All works up to 1.2 m above ground level or up to floor 1 level whichever is lower.

(vi) For Roads, all items of excavation and filling including treatment of sub base.

12.6 Any operation incidental to or necessarily has to be in contemplation of Tenderer while 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.

The contractor(s) is/are not to vary or deviate from the drawings, specifications or instructions or

execute any extra work of any kind whatsoever unless upon the authority of the Engineer-in-Charge to be sufficiently shown by an order in writing or by plan or drawing expressly given and signed by him as an extra or variation or by any subsequent written approval signed by him. In compliance with the Engineer-in-Charge aforesaid order, plan or drawing or approval involves extra work and/or expense beyond that involved in the execution of the contract works, when unless the same were issued in consequence of some breach of this contract on the part contractor(s) the latter shall be entitled to be paid the price of the said work (to be valued as hereinafter provided) and/or the expense aforesaid.

Note: Individual trade means the trade sections into which a Schedule of quantities annexed to the agreement has been divided or in the absence of any such division the individual sections of C.P.W.D. Schedule of Rate specified such as, excavation and earth work, concrete, wood work and joinery etc.

CLAUSE 13

If at any times after the commencement of the work the Food Corporation of India shall for any reason whatsoever not require the whole or any part of the works thereof as specified in the Tender to be carried out, the Engineer-in-Charge shall give Notice in writing of the fact to the contractor who shall have no claim to any payment to compensation whatsoever on account of any profit or advantage which he might have derived from the execution of the work not having been carried out, neither shall he have any claim for compensation by reason of any alterations having been made in the original specifications, drawings, designs and instructions, which shall involve and curtailment of the work as originally contemplated.

Provided that the contractor shall be paid the charges on the cartage only of, materials actually and bonafide brought to the site of the work by the contractor and rendered surplus as a result of the abandonment or curtailment of the work or any portion thereof and taken back by the contractor, provided however that the Engineer-in-Charge shall have in all such cases the option of taking over all or any such materials at their purchase price or at local current rates whichever may be less. In the case of such stores having been issued from the Government stores, supervisions, charges and storage charges shall be refunded in addition to the issue rate of the materials.

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 days in this respect from the Engineer-in-charge; or

ii) Commits default in complying with any of the terms and conditions of the contract and does not remedy it or takes effective steps to remedy it within 7 days even after a notice in writing is given in that behalf by the Engineer-in-Charge; or

Fails to complete the work(s) or items of work with individual dates of completion, on or before the date(s) so determined, and does not complete them within the period specified in the notice given in writing in that behalf by the Engineer-in-Charge.

The Engineer-in-Charge without invoking action under Clause 3 may, without prejudice to any other right or remedy against the contractor which have either accrued or accrue thereafter to Corporation, 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 the Corporation 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 Corporation in completing the part work / part incomplete work of any item(s) or the excess loss of damages suffered or may be suffered by Corporation as aforesaid after allowing such credit shall without prejudice to any other right or remedy available to Corporation in law or as per agreement be recovered from any money due or which at any time hereafter may become 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 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/law.

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

CLAUSE 15

All work under or in course of execution or executed in pursuance of the contract shall at all times be open to the inspection and supervision of the Engineer-in-Charge and his authorized subordinate and contractor shall at all time during the usual working hours and at all other times at which reasonable Notice of the intension of the Engineer-in-Charge or his subordinate to visit the works shall have been given to the contractor, either himself be present to receive order and instructions or have a responsible agent duly accredited in writing present for the purpose. Order given to the contractor's agent shall be considered to have the same force as if they had been given to the contractor himself. The work can also be inspected by the Chief Technical Examiner or his authorized Representative on behalf of the Engineer-in-Charge.

CLAUSE 16

The contractor shall give not less than seven days' Notice in writing to the Engineer- in-charge or his subordinate in charge of the work before covering tip or otherwise placing beyond the reach of measurement any work in order that the same may be measured and correct dimensions thereof be taken before the same is so covered up to place beyond the reach of measurement and shall not cover up and place beyond the reach of measurement any work without the consent in writing of the Engineer-in-Charge or his subordinate in charge of the work, who shall within the aforesaid period of 7 days inspect the work and if any work shall be covered up or place beyond the reach of measurement, without such Notice having been given or Engineer-in-Charge consent being obtained, the same shall be uncovered at the contractor, expense, or in default thereof no payment of allowance shall be made for such work or the materials with which the same was executed.

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 kerb, fence, enclosure, water pipe, cables, drains, electric or telephone post of wire, trees, grass or grassland, or cultivated ground continuous to the premises on which the work or any part of it 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 12 months 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 material or workmanship the contractor shall upon a 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 the other workman 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 (6 months in the case of any work other than road work costing to ₹. 10,00,000/- and below)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 refunded after Six months and the remaining half after twelve months of the issue of said Certificate of Completion of till the final bill has been prepared and passed whichever is later.

CLAUSE 18

The contractor shall supply and provide at his own cost all materials (except such special materials, if any, as may in accordance with the contract be supplied from the Engineer-in-Charge stores) plant tools, appliances, implements, ladders, cordage, tackle, scaffolding and temporary work requisite or proper for the proper execution of the work, whether original altered or substituted and whether included in the specification or other documents forming part of contract or referred to in those conditions or not, or which may be necessary for the purpose of satisfying or complying with the requirement 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 thereof to and from the work. The contractors 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 of the measurement of examination at any time and from time to time of the work of materials. Failing this so doing the same may be provided by the Engineer-in-Charge at the expense of the contractor and the expense may be deducted from any money due to the contractor under the contract and

or from his Security Deposit or the proceeds of sale thereof, or of a sufficient portion thereof.

CLAUSE 18A

In every case in which by virtue of the provisions of Section 12 Subsection.

(i) of the Workmen's Compensation act, 1923 Food Corporation of India is obliged to pay compensation to a workman employed by the contractor in execution of the works, the Corporation will recover from the contractor the amount of the compensation so paid and without prejudice to the rights of the Corporation under Section 12, Subsection (2) of the said Act, the Corporation shall be a liberty to recover such amount or any part thereof by deducting it from the Security Deposit or from any sum due by the Corporation to the contractor whether under this contract or otherwise, the Corporation shall not be bound to contest any claim made against it under Se4ction 12 subsection (1) of the said Act except on the written request of the contractor and his giving to the Corporation full Security for all costs for which the Corporation might become liable in consequence of contesting such claim.

CLAUSE 19

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

The Contractor shall also comply with the provision of the building and other construction workers (Regulation) Employment and conditions of service Act, 1986 and the building and other construction worker's welfare cess Act, 1996. Any failure to fulfill this requirement shall attract the panel provisions of this contract arising out of the resultant nor/execution of the work.

CLAUSE 19A

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

CLAUSE 19B

Every worker shall be given paid weekly holiday normally on Sunday in accordance with provision of Minimum Wages (Central) Rules, 1970, as amended from time to time irrespectively of whether such worker is governed by the Minimum Wages Act 1948 or Payment of wages to labourers

(a) The contractor shall pay not less than fair wage to labourers engaged by him on the work, as per Schedule of fair wages.

Explanation "Fair Wage" means wages whether for time or piece-work notified at the time of inviting Tenders for the work and where such wages have not been so notified the wages prescribed by the Central Public Works Department for the district in which the work is done. It will be notified /prescribed by CPWD in consultation with the officers of Industrial Relations; Machinery located in the respective areas and will not be less than the Minimum rates of Wages fixed by the Government for that class of employees engaged on the same type of work in the same area.

The contractor shall notwithstanding the provision of any contract to the contrary cause to be paid fair wage to labourer indirectly engaged on the work, including any labour engaged by his sub-contractors in connection with

the said work, as if the labourer has been immediately employed by him.

Liability for Personnel:

(b) All persons employed by the contractor shall be engaged by him as his own employees / workers in all respects and all rights and liabilities under the Indian Factories Act, or the Employees Compensation Act and Employees Provident Fund & Misc. Provisions Act, or any other similar applicable enactments in respect of all such personnel shall exclusively be that of the contractor. The contractor shall be bound to indemnify the Corporation against all the claims whatsoever in respect of his personnel under the Employees Compensation Act, 1923 or any statutory modification thereof or otherwise for or in respect of any damage or compensation payable in consequence of any accident or injury sustained by any workmen or other person whether in employment of the Contractor or not.

(i) The contractor shall be liable for making contributions in accordance with the provisions of the Employees Provident Funds & Misc. Provisions Act, 1952 and the scheme framed there-under in respect of the labour employed by him. The contractor shall recover the amount payable by such employees and pay to the Corporation i.e. the Principal employer under the said Act, the amount of member's contribution together with an equal amount of his contribution. If, on account of the default of the contractor in making / depositing such payments or for any other reason, the Corporation makes such contributions on behalf of the contractor, the FCI shall be entitled to set off against the amount due to the contractor, the contributions made by it on account of his default in making payments or otherwise in respect of the labour employed by the Contractor.

(iv) The Contractor shall maintain and submit following Records & Returns prescribed under the EPF Act 1952 and the Scheme framed there-under to the Authority designated under the said Act and to the General Manager, Food Corporation of India or any officer acting on his behalf :-

Form – 2	Nomination & Declaration Forms to be submitted for new entrants. Form – 3
	The Contribution Card for the currency period – Annually.
Form – 3A	Contribution Card for the currency period from 1st April to 31st March – Annually
Form – 4	Contribution Card for Employees other than monthly paid Employees – Annually
Form – 12A	Statement of Contribution- Monthly.
Form – 5	Return of Employees qualifying for the Membership.
Form – 5A	Return of Ownership to be sent to the Regional Commissioner.
Form – 6	Return of the Contribution Card and Annual Statement of Contribution. Form – 6A
	Consolidated Annual Contribution Statement.
Form – 10	Form of Maintenance of Accounts.
Form – 11	Balance Sheets

(iii) The Contractor shall, within 7 days of the close of every month, submit to the Principal Employer

(Corporation), a Statement showing the recoveries of Contribution in respect of Employees employed by or through him and shall have to furnish to him such information as the Principal Employer (Corporation) is required to furnish under the provisions of Employees Provident Fund Scheme 1952 to the Commissioner.

(iv) The Contractor shall maintain Inspection Note Book in the form as may be specified by the Commissioner, for an Inspector to record his observations on his visit. The Contractor shall also make available the same when asked for inspection to the Officers of the Regional Provident Fund Commissioner and to the General Manager, Food Corporation of India or Officer authorized by him or acting on his behalf.

(C) If the Contractor fails to submit the prescribed Returns, Records and other documents to the designated authority under the EPF & MP Act, 1952 and Scheme framed there under and also to General Manager, Food Corporation of India or an Officer acting on his behalf, FCI will be at liberty to withhold the pending bills, Security Deposit etc., and or any other payments due to the Contractor.

(d) In complying with the said enactments or any statutory modifications thereof, the contractor shall also comply with or cause to be complied with the labour regulations enactments made by the State Govt./Central Govt. from time to time in regard to payment of wages to the workers, wage period, deduction from wages, recovery of wages not paid and deductions unauthorized made, maintenance of wage book and wage slip, publication of the scale of wages and other terms of employment, inspection and submission of periodical return and all other matters of like nature.

(e) Notwithstanding the fact whether the said legislations, enactments or any statutory modifications thereof, are applicable or not the employees / workers employed by the contractor he shall comply with the following: -

Payment of Wages to Workers: -

The contractor shall pay not less than minimum wages to the workers engaged by them on either time rate basis or piece rate basis on the work. Minimum wages both for the time rate and for the piece rate work shall mean the rate(s)" notified by Appropriate Authority from time to time during the currency of contract period. Where such wages have not been so notified by the appropriate authority, the wages prescribed by the General Manager (R), as minimum wage shall be made applicable. The contractor shall maintain following records and registers **as per Minimum Wages Act, 1948 & Central Rules made there under:**

Form – I	**Register of fines.**
Form – II	**Register of deduction for damage or loss caused to employer by the neglect or default of the employed person.**
Form – III	**Annual Return.**
Form – IV	**O.T. Register for workers Form – V**
	Muster Roll
Form – IX A	**Abstract of the Act & Rules to be displayed on Notice Board.**

Form – XI **Wage slips should be issued to the Contract Labour in a day prior to disbursement of wages.**

The Proforma of Wage Book, Wage Slip, Register of unpaid wages and Register of Fines and Deductions giving the particulars as indicated in Appendix III.

The minimum wages prescribed for the time being for piece rate and time rate workers are as indicated below:

1. Time rated worker
2. Piece rated worker

Provided that equal wages to women labour at par with men shall be paid for similar nature of work.

Attendance Allowance:

The contractor shall pay attendance allowance per day @ 50% of the daily wages notified by the Ministry of Labour under the Minimum Wages Act from time to time to the regular workers generally employed by him on piece rate or time rate basis when such worker report for duty on the day but is not booked or given work for the day shift. Aforesaid wage / benefits at Clause ……. shall be deemed to be a part of this contract.

(f) **Welfare and Health of Contract Labour**:
Duties and responsibilities of the Contractor: -

The contractor shall comply with the provisions as regards provision of canteen /rest room, latrine, Urinal, Washing facilities, first aid facilities etc. **As follows as contained in the Contract Labour (Regulation & Abolition) Act 1970 and other applicable laws as amended from time to time:**

(i) Where contract labour is required to halt at night and work is likely to continue for three months, a rest room is to be provided by the Contractor within 15 days.
(ii) Where 100 or more Contract Labour is likely to continue work for six months, the contractor shall provide a Canteen within 60 days of employing labour.
(iii) Sufficient supply of drinking water at convenient places to be provided.
(iv) Sufficient number of latrines and urinals to be provided.
(v) Adequate and suitable washing, bathing places separately for men and women, shall be provided by the contractor.
(vi) First Aid Box (one box for 150 Contract Labour) to be provided in working hour.
(Vii) All the workers/ labours engaged on the site of works should possess the "PEHCHAN CARD" issued by ESIC under ESI ACT, 1948, if applicable; it is required to get the workers registered with the concerned ESIC office within a fortnight from the engagement of worker.

(g) (i) Every tenderer whose tender is accepted by the Corporation shall immediately apply **in Form V** for license to the prescribed licensing authority through the FCI (principal employer) in terms of Section 12 of the Contract Labour (R&A) Rules, 1971 before entering upon any work under the contract. The Contractor shall also obtain temporary licenses whenever required under rule 32 of the relevant Rules in case where he intends to employ more labour in number than that mentioned in the regular license

for short durations not exceeding 15 days. The contractors shall also make an application **in Form VII** through the principal employer (FCI) for renewal of the expiring of the regular license as **the regular license is valid for 12 months.** The contractor shall also get the temporary license renewed whenever necessary through the Principal Employer. If for any reason, the application for a license is finally rejected by the licensing / appellate authority, the contract shall be liable to be terminated at the risk and cost of the contractor and the decision of the Engineer-in-charge in this behalf shall be final and binding on the contractor. **Every contractor shall also abide by all the provisions of the Contract Labour (R&A) Act, 1970 and the Rules framed there- under:**

(ii) As per Rule 25 (2)(VIII), every contractor shall file a return intimating commencement / completion of contract work within 15 days to the inspector in Form VI-A.

(v) (iii) As per Rule 75, the contractor shall maintain a Register of workmen Employed in Form – XIII and he shall also display hours of work, nature of duty etc.

(vi) (iv) Employment Card shall be given by Contractor in Form XIV to each worker within 3 days of employment as per Rule 76. The proforma of Employment Card is given in Appendix (III – a).

(v) Every contractor shall issue a Service Certificate in Form – XV to the workman on termination of his services as per Rule 77.

(vi) As per Rule 82 (1), every contractor shall submit Half Yearly returns 'in duplicate in Form – XXIV to Licensing Officer within 30 days from the close of half year.

(vii) Notice to be displayed as required under Rule 81(1) and copy of notice to be sent to Inspector as per Rule 81(2).

(viii) The contractor shall also maintain following records / registers also:

(a) Muster Roll in Form – XVI.

(b) Register for deduction for damage, loss in Form XX as per Rule 78(1)(a)(ii).

(c) Register of Fines in Form – XXI.

(d) Register of Advances in Form – XXII.

(h) The contractor also comply with all Rules, Acts and Regulations made by the State Govt./Central Govt. from time to time pertaining to the contract, including all labour laws.

CLAUSE 19C

in respect at all directly or indirectly employed in the work for the performance of the contractors parts of this Agreement the contractor shall at his own expense arrange for the safety provisions as per 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 to provide necessary facilities as aforesaid he shall be liable to pay a penalty of ₹.50 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 cost 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 first half of the current month, respectively (1)(the number of labourer employed by him on the work) (2) their work hours (3) the wages paid to them, (4) the accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage injury caused by them and (5) the number of female workers who have been allowed Maternity Benefits according to Clause 19 and the amount paid to them failing which the contractor shall be liable to pay the corporation a sum not exceeding ₹.50/- for each default or materially incorrect statement. The decision of the Engineer -in-Charge shall be final in deducting from any bill due to the contractor the amount levied as fine.

CLAUSE 19 E

In respect of all labourer directly or indirectly employed in the work for the performance of the contractor's part of this Agreement, the contractor shall comply with or cause to be compiled with all the rules framed by the Government from time to time for the protection of health and sanitary arrangements for the workers employed by the contractor.

CLAUSE 19 F

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

1. Leave

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

ii) In the case of miscarriage up to 3 weeks from the date of miscarriage.

2 Pay:

i) In case of delivery – leave pay during maternity leave will be at the rate of woman's average daily earnings calculated on total wages earned on the days when full time work was done during a period of 3 months immediately preceding the date on which she gives Notice that she expects to be confined or at the rate of seventy five paisa a day whichever is greater.

ii) In case of miscarriage leave pay at the rate of average daily earnings calculated on the total wages earned on the days when full time work was done during a period of 3 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 not less than 6 months immediately preceding the date on which she proceeds on leave.

4. The contractor shall maintain a register of Maternity Benefit at the site of work in the prescribed Form V attached.

CLAUSE 19 G

In the event of the contractor(s) committing a default or breach of any of the provisions of the Contractors Labour Regulations and Model Rules for the protection of health and sanitary arrangements for the works as amended from time to time or furnishing any information or submitting or filling 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 corporation a sum not exceeding ₹.50/- for every default breach or furnishing. Making, submitting, filling such materially in correct statement and in the event of the contractor(s) defaulting

continuously in this respect, the penalty may be enhanced to ₹.50/- per day of default subject to maximum of 5% of the estimated cost of the work put to Tender. The decision of the Engineer-in-Charge shall be final and binding on the parties.

Should it appear to the Engineer -in-Charge that the contractor(s) is/are not properly observing and complying with the Model Rules for the protection of health and sanitary arrangements for work people employed by the contractor(s) (HEREIN AFTER REFERRED TO AS "THE SAID Rules"), the Engineer-in-Charge shall have power to give Notice in writing to the contractor(s) requiring that the said rules be complied with and the amenities prescribed therein be provided to the work people within a reasonable time to be specified in the Notice. If the contractor(s) shall fail within the period specified in the Notice to comply with and observe the said rules and to provide the amenities to the work people as aforesaid, the Engineer-in-Charge shall have the power to provide the amenities hereinbefore mentioned at the cost of the contractor(s) The contractor(s) shall erect, make and maintain at his/their own expense and to approved standards all necessary huts, and sanitary arrangements required for his/their work people on the site in connection with the execution of the works and if the same shall not have been erected or constructed, according to approved standards the Engineer-in-Charge shall have power to give Notice in writing to the contractor(s) requiring that the said huts and sanitary arrangements be remodeled and/or reconstructed according to approved standards and if the contractor(s) shall fail to remodel or reconstruct such huts and sanitary arrangement 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 provide his/ their about with a sufficient number of huts (hereinafter referred to as the camp) of the following specification on a suitable plot of land to be approved by the Engineer-in-Charge.

a) The minimum height of each hut at the eye level shall be 7 ft. and the floor area to provide will be at the rate of 30 sq. ft. for each member of the workers family staying with them.
b) The contractor(s) shall in addition construct cooking places having a minimum area of 6 x 5 adjacent to hut for each family.
c) The contractor(s) shall also construct temporary latrines and urinals for the use of the labourer of the scale of not less than four per each one hundred of the total strength, separate latrines and urinals being provided for women.
d) The contractor(s) shall construct sufficient number of bathing and washing places, one unit for every 25 persons residing in the camp. These bathing and washing places shall be suitably screened.

1. (a) All the huts shall have walls of sun-dried or burnt bricks laid in mud mortar or other suitable local materials as may be approved by the Engineer-in- Charge. In case of sundried bricks, walls should be plastered with mud gobri on both sides. The floor may be kacha but plastered with mud gobri and shall at least 6" above the surrounding ground. The roofs shall be laid with the ached or and other materials as may be approved by the Engineer-in-Charge and the contractor shall ensure that throughout the period their occupation the roofs remain water tight.
   (b) The contractor(s) shall provide each but with proper ventilation.
   (c) All doors, windows, and ventilations shall be provided with suitable leaves for security purposes.
   (d) There shall be kept an open space of at least 8 yards between the rows of the huts which may be reduced to 20 ft. according to the availability of site with the approval of the Engineer-n-Charge back to back construction will be allowed.

2. Water Supply. The contractor(s) shall provide adequate supply of water for the use of labourer. The provisions shall not be less than 2 gallons of pure and wholesome water per head per day for drinking purposes and three gallons of clan water per head per day for bathing and washing purposes. Where piped water supply is available, supply shall be at stand posts and where the supply is from wells or rivers, tanks, which may be of metal or masonry, shall be provided: The contractor(s) shall also at his/their own cost make arrangements for lying pipelines for water supply to his/their labour camp from the existing main wherever available and shall pay all fees and charges thereof.

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

4. Disposal of Excreta – The contractor(s) shall make necessary arrangement for the disposal of excreta from the latrines by trenching or incineration which shall be according to the requirements laid down by Local Health Authorities. If trenching in incineration is not allowed, the contractor(s) shall make arrangements for the removal of the excreta through the Municipal Committee/Authority and inform it about the number of labourer employed so that arrangements may be made by such committee/authorities for the removal of the extra. All charges on this account shall be borne by the contractor and paid direct by him to the municipality authority. The contractor shall provide one sweeper for every 8 seats in case of dry system.

5. Drainage – The contractor(s) shall provide sufficient arrangements of draining away Sullage water so as to keep the camp neat and tidy.

6. Lighting – The contractor(s) shall make necessary, arrangements for keeping the camp area sufficiently lighted to avoid accidents to the works.

7. Sanitation – The contractors shall make arrangements for conservancy and sanitation in the labour camps according to the rules of the Local Public Health and Medical Authorities.

CLAUSE 19-I

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

CLAUSE 20

The contractor shall comply with all the provisions of the minimum Wages Act, 1948 and rules framed there-under and other Labour Laws.

CLAUSE 21

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 so to do, or become insolvent or commence any insolvency proceedings or any composition with this creditors or attempt so to do, 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 agents to any public officer or persons in the employment of the Corporation in any way relating to his office or employment or if any such officer or person shall become in any directly or indirectly interested in the contract the Engineer-in-Charge on behalf of the Food Corporation of India shall have power to adopt any other the courses specified in Clause 3 as he may

deem best suited in the interest of the Corporation in the event of any of those courses being adopted the consequences specified in the said Clause 3 shall ensure.

CLAUSE 22

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

CLAUSE 23

Where the contract is Partnership Firm, the previous approval in writing of the Engineer-in-Charge shall be obtained before any change is made in the constitution of the firm. A Hindu Undivided Family (either as a Proprietor or Partner of a Firm) shall not be entitled to apply for Tender. Any Tender submitted in the capacity of Hindu Undivided Family (either as a Proprietor or Partner of a Firm) shall be summarily rejected.

CLAUSE 24

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

CLAUSE 25

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

(i) If the contractor considers any work demanded of him to be outside the requirements of the contract, or disputes any drawings, record or decision given in writing by the Engineer-in-charge on any matter in connection with or arising out of the contract or carrying out of the work, to be unacceptable, he shall promptly within 15 days request the General Manager (Engg.), Hq₹. in writing for written instruction or decision. Thereupon, the General Manager (Engg.) shall give his written instructions or decision within a period of one month from the receipt of the contractor's letter. If the General Manager (Engg.) fails to give his instructions or decision in writing within the aforesaid period or if the contractor is dissatisfied with the instructions or decision of the General Manager (Engg.), the contractor may, within 15 days of the receipt of General Manager (Engg.) decision, appeal to the Executive Director (Engg.) who shall afford an opportunity to the contractor to be heard, if the latter so desires, and to offer evidence in support of his appeal. The Executive Director (Engg.) shall give his decision within 30 days of receipt of contractor appeal. The contract will be governed by the laws of India for the time being in force.

(ii) Except where the decision has become final, binding and conclusive in terms of Sub Para (i) above, disputes or difference shall be referred for adjudication in the appropriate court of law having competent jurisdiction.

CLAUSE 26

The contractor shall fully indemnify the Food Corporation of India against any action, claim or proceedings relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay

an/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 the corporation, 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 Food Corporation of India if the infringement of the patent or design or any alleged patent or design right is the direct result of an order passed by the Engineer-in-Charge in this behalf.

CLAUSE 27

When the estimate on which a Tender is made includes lump sums in respect of parts of the work, the contractor shall be entitled to payment in respect of the items of the work involved or the part of the 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 capable of measurement, the Engineer-in-Charge may at his discretion pay the lump sum amount entered in the estimate, and 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 clause.

CLAUSE 28

In 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 Standard Specifications. In case there is no such specification in Bureau of Indian standard, the work shall be carried out as per manufacturer specifications, if not available then as per District specifications. In case there are no such specifications as required above, the work shall be carried out in all respect in accordance with the instructions and requirements of the Engineer-in-Charge.

CLAUSE 29(1)

Whenever any claim, against the contractor for the payment of a sum of money arises out of or under the contract, the Corporation shall be entitled to recover such sum by appropriating, in part or whole, the Security Deposit of the contractor and to sell and Government promissory notes etc. forming the whole or part of such security. In the event of the security being insufficient or if s no security has been taken from the contractor then the balance or the total sum recoverable as the case may be shall be deducted from any sum then due or which at any time thereafter may become due from the contractor under this or any other contractor with the Corporation. Should this sum be not sufficient to cover the full amount recoverable, the contractor shall pay to the Corporation on demand the balance remaining due, the FCI shall have the right to cause audit and technical examination of the work and 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 him under the contract and found to have been executed, the contractor shall be liable to refund the amount of over payment and it shall be lawful for the FCI to recover the same from him in the manner prescribed in sub-clause (i) of this contract 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 underpayment shall be duly paid by the FCI to the Contractor. Provided that the FCI shall not be entitled to recover any sum over paid, nor the contractor shall

be entitled of any sum paid short where such payment has been, agreed upon between the Chief Engineer or the Engineer-in-charge and the Contractor.

CLAUSE 29(2)

Any sum of money due and payable to the contractor (including Security Deposit returnable to him) under this contract, may be appropriated by the Corporation and SET OFF against any claim of the Corporation for the payment of a sum of money arising out of or under any other contract made by the contractor with the Corporation.

CLAUSE 29(3)

FCI reserves to claim from the contractor any amount of tax, interest, penalty and litigation cost, if any, that may be incurred in future due to GST reporting/compliance mistake (s) on part of contractor.

CLAUSE 30

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

Where ceiling price for imported labour has been fixed by State or Regional Labour Committees not more than that ceiling price shall be paid to the labour by the Contractor.

It is declared as agreed between the parties that the aforesaid stipulation in this clause is one in which the public are interested within the meaning of the exception of Section 74 of the Indian Contract Act 187.

Explanation "Controlled Area" means the following area

Bihar :	District of Madhubani, Hazaribagh, Jumtra Sub-division of SanthalParganas West
Bengal:	District of Bankura, Birbhum, Burdwan
Chatisgarh :	District of Bilaspur

Any other area which may be declared as "Controlled area" by or with the approval of the Central Government for works at Delhi.

CLAUSE 31

The contractor shall make his own arrangement; for unfiltered water required or the work and nothing extra will be paid for the same. This will be subject to the following conditions:

(1) That the water used by the contractor shall be fit for construction purposes to the satisfaction of the Engineer-in-charge.

(2) The Engineer-in-charge shall make alternative arrangement of supply of water at the risk and cost of contractor if the arrangements made by the Contractor for procurement of water are in the opinion

of the Engineer-in-charge unsatisfactory.

CLAUSE 31 (I)

Water, if available will be supplied to the contractor, by the Department subject to the following conditions:

1) The water charges @ 1% shall be recovered on gross amount of the work done.

2) The contractor(s) shall make his/their own arrangement of water connection and the laying of pipe lines from existing mains or source of supply.

3) The department do not guarantee to maintain uninterrupted supply of water and it will be incumbent on the contractor(s) to make alternative arrangements for water at his/their own cost in the event of any temporary break down in the Govt. water main so that the progress of his / their work is not held up for want of water. No claim of damage or refund of water charges will be entertained on account of such break down.

CLAUSE 32

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

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

CLAUSE 33

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

CLAUSE 34

The contractor shall collect the total quantity of tar or bitumen required for the work as per standard formula, before the process of painting is started. If any bitumen or tar remains unused on completion of the work on account of lesser use of materials in actual execution for reasons other than authorized changes of specification and abandonment of portion of work, a corresponding deduction equivalent to the cost of unused materials as determined by the Engineer-in-charge shall be made and the material returned to the Contractors. The contractor undertakes the responsibility for their proper watch, safe custody and protection against all risks. The materials shall not be removed from site of work without the consent of the Engineer-in-charge in writing.

(i) The contractor shall be responsible for rectifying defects Noticed within a year from the date of completion of the work and the portion of Security Deposit relating to asphaltic work shall be refunded after the expiry of this period.

CLAUSE 35

The whole work may be split up between two or more contractors or accepted in part and not in entirety, if considered expedient.

CLAUSE 36

(i) Deleted

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

(iii) If pursuant to or under any law, notification or order any royalty, cess or the like becomes payable by the FCI 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 Corporation and it will have the right and be entitled to recover the amount paid in the circumstances as aforesaid from dues of the contractor.

CLAUSE 36A

(i) All Tendered rates shall be inclusive of all taxes including Goods and Service Tax (as applicable) and levies payable under respective statutes. The amount of Goods and Service Tax attributable towards the liability on the Contract shall be borne by the Contractor and GST invoice will be submitted with each bill.

(ii) The contractor shall kept necessary Books of accounts and other documents for the purpose of this condition as may be necessary and shall allow inspection of the same by a duly authorised Representative of the FCI and/or the Engineer-in- charge and further shall furnish such other information / document as the Engineer-in-charge may require from time to time.

(iii) The contractor shall, within a period of 30 days of the imposition of any such further tax or levy, pursuant to the Constitution (forty Sixth Amendments) Act 1982, give a written Notice thereof to the Engineer-in-charge that the same is given pursuant to this condition, together with all necessary information relating thereto.

CLAUSE 37

Without prejudice to any the rights or remedies under this contract, if the contractor dies, the AGM (Engg.) on behalf of the Food Corporation of India shall have the option of termination of the contract without compensation to the contractor.

CLAUSE 38

No Engineer of Gazetted rank or other Gazetted officer employed in Engineering or Administrative duties in an Engineering Department of the Government of India and / or Food Corporation of India is allowed to work as a contractor for a period of two years of his retirement from Government service without the previous permission of Government of India and / or Food Corporation of India. 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 has not obtained the permission of Government of India as aforesaid before submission of the Tender or engagement in the contractor's service as the case may be.

CLAUSE 38 (a)

Contractor Superintendence, Supervision, Technical Staff & Employees

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

The contractor shall immediately after receiving letter of acceptance of the Tender and before commencement of the work, intimate in writing to the Engineer-in-Charge the name, qualifications, experience, age, address and other particulars along with certificates, of the principal technical Representative to be in charge of the work. Such qualifications and experience shall not be lower than specified in Schedule 'F'. The Engineer-in-Charge shall within 15 days of receipt of such communication intimate in writing his approval or otherwise of such a Representative to the contractor. Any such approval may at any time be withdrawn and in case of such withdrawal, the contractor shall appoint another such Representative according to the provisions of this clause. Decision of the Tender accepting authority shall be final and binding on the contractor in this respect. Such a principal technical Representative shall be appointed by the contractor soon after receipt of the approval from Engineer-in- Charge and shall be available at site within fifteen days of start of work.

If the contractor (or any Partner in case of firm/company) who himself has such qualifications, it will not be necessary for the said contractor to appoint such a principal Technical Representative but the contractor shall designate and appoint a responsible Agent to represent him and to be present at the work whenever the contractor is not in a position to be so present. All the provisions applicable to the principal Technical Representative under the Clause will also be applicable in such a case to contractor or his responsible Agent. The principal Technical Representative and/or the contractor shall on receiving reasonable Notice from the Engineer-in-Charge or his designated Representative(s) in charge of the work in writing or in person or otherwise, present himself to the Engineer-in-Charge and/or at the site of work, as required, to take instructions. Instructions given to the principal technical Representative or the responsible Agent shall be deemed to have the same force as if these have been given to the contractor. The principal Technical Representative and/or the contractor or the responsible authorized Agent shall be actually available at site at least two working days every week, these days shall be determined in consultation with the Engineer-in-Charge as well as fully during important stages of execution of work, during recording of measurement of works and whenever so required by the Engineer-in-Charge by a Notice as aforesaid and shall also note down the instructions and in token of acceptance of measurements. There shall be no objection if the Representative/Agent looks after more than one work and not more than three works in the same station provided these details are disclosed to the Engineer-in-Charge and he shall be satisfied that the provisions and the purpose of this clause are fulfilled satisfactorily.

If the Engineer-in-Charge, whose decision in this respect is final and binding on the contractor, is convinced that no such Technical Representative or agent is effectively appointed or is effectively attending or fulfilling the provision of this clause, a recovery 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 in Measurement Books shall be final and binding on the contractor. Further if the contractor fails to appoint a suitable Technical Representative or responsible agent and if such appointed persons are not effectively present 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 a suitable agent is 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/responsible Agent along with every one account bill/final bill and shall produce evidence if at any time so required by the Engineer-in-Charge.

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

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

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

CLAUSE 39

i) After completion of the work and also at any intermediate stage in the event of non- reconciliation of materials issued, consumed and in balance theoretical quantity of materials issued by the corporation for use in the work shall be calculated on the basis and method given hereunder:-

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

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

c) Theoretical quantity of G.I. & 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 and category wise.

d) For any other material as per actual requirements.

ii) Over the theoretical quantities of materials so computed a variation shall be allowed as specified

in Schedule 'F'. The difference in the net quantities of material actually issued to the contractor and the theoretical quantities including such authorized variation, if not returned by the contractor or if not fully reconciled to the satisfaction of the Engineer-in- Charge within fifteen days of the issue of written Notice by the Engineer-in-Charge to this effect shall be recovered at the rates specified in Schedule 'F' without prejudice to the provision of the relevant conditions regarding return of materials governing the contract. Decision of Engineer-in-Charge in regard to theoretical quantities of materials, which should have been actually used as per the Annexure of the standard schedule of rates and recovery at rates specified in Schedule 'F' shall be final and binding on the contractor.

For non-schedule items, the decision of the DGM (CE/EE) regarding theoretical quantities of materials which should have been actually used shall be final and binding on the contractor.

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

CLAUSE 40

Clause pertaining to damage to works in consequence of hostilities or warlike operations.

"The work (whether fully constructed or not) and all materials, machines tools and plant, scaffolding, temporary building and other things constructed therewith shall be at the risk of 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 operations the contractor shall when ordered in writing by the Engineer- in-charge remove any debris from the site, collect any properly stack or remove in store all unserviceable materials salvaged from the damaged work and shall be paid at the contract rates, in accordance with provision of this agreement for the work of cleaning the site of debris, stacking or removal of serviceable materials and for their construction of all work ordered by Engineer-in-charge such payment being in addition to compensation up to the value to the work damaged or destroyed but not already measured and paid for, the compensation shall be assessed by the Engineer-in-charge up to ₹.5000/- and by the DGM (CE) concerned for higher amount. The contractor shall be paid for the damage, construction suffered and for restoring the materials at the rates based on the analysis of the rates Tendered for in accordance with the provisions of this Agreement. The certificate of the Engineer-in-charge regarding the quality of material 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 loss in consequence of hostilities or warlike operation (a) unless the contractor had taken all such precautions against Air-Raids as necessary by the A.R.P. Officer or the Engineer-in-charge (b) for materials etc. Not on the site of work for tools, plant, machinery scaffolding, temporary buildings and other things not intended for the work.

In the event of the contractor having to carry out reconstruction aforesaid, he shall be allowed such extension of time for its completion as considered reasonable by the Engineer-in-charge.

CLAUSE 41

FCI reserves the right to forthwith cancel any supplies under this contract if the contractor is blacklisted by the GST authorities.

Signature of Asstt. General Manager (Engg.)

SAFETY CODE

Safety Code

(i) 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 works as can be done safely from ladder. When a ladder is used an extra mazdoor shall be engaged for holdings the ladder and if the ladder is used for carrying material is well, suitable footholds and handholds shall be provided on the ladder and the ladder shall be given an inclination not steeper than ¼ to 1 (4 horizontal and 1 vertical).

(ii) Scaffolding or staging more than 12 ft. Above the ground or floor, swung or suspended from an overhead support or erected with stationary support shall have guard rail properly attached bolted, braced and otherwise secured at least 3 feet high above the floor or platform of such scaffolding or staging and extending along with entire length of the outside and ends thereof with only such opening as may be necessary for the delivery of materials. Such scaffolding shall be so fastened as to prevent it from swaying from the building or structure.

(iii) Working platform, gangways, and stairways should be so constructed that they should not sag unduly or unequally and if the height of the platform or the gangway or the stairway is more than 12 feet above ground level or floor level, they should be closely boarded, should have adequate width and should be suitably fastened, as described in (ii) above.

(iv) Every opening in the floor of a building or in a working platforms be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or raiding whose minimum height shall be 3-0".

(v) 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 30 feet in length while the width between side rails in rung ladder shall in no case be less than 11-1/2" for ladder up to and including 10 feet in length. For longer ladders this width should be increased at least ½" for each additional foot or length. Uniform step spacing shall not exceed 12. Adequate precautions shall be taken to prevent danger from electrical equipment's. No materials on any of the sites of work shall be so stacked or placed as to cause danger or inconvenience to any person of the public. The contractor shall provide all necessary fencing and lights to protect the public from accidents, and shall be bound to bear the expenses of defense of every suit, action or other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damaged and cost which may be awarded in any such suit, action or proceedings to any such persons or which may with the consent of the contractor be paid to compromise any claim by any such persons.

(vi) Excavations and Trenching All trenches four feet or more in depth, shall at all times be supplied at least one ladder for each 100 feet in length or fraction thereof ladder shall be extended from bottom of trench to at least 3" above the surface of the ground, the side of trench which are 5", or more in depth shall be stepped back to give suitable slope or security held by timber bracing so as to avoid the danger of side to collapse. The excavated material shall not be placed within 5 feet of the trench or half of the depth of trench whichever is more. Cutting shall be done from top to bottom. Under no circumstances undermining or undercutting shall be done.

(vii) Demolition: Before any demolition work is commenced and also during the process of the work:

(a) all roads and open areas adjacent to the work site shall either be closed or suitably protected;

(b) no electric cable or apparatus which is liable to be a source of danger over a cable or apparatus used by the operator shall remain electrically charged.

(c) all practical steps shall be taken to prevent danger to persons employed from risk of fire or explosion or flooding. No floor, roof or other part of the building shall be over-loaded with debris or materials as to render are unsafe.

(viii) All necessary personal safety equipment as considered adequate by the Engineer-in-charge should be kept available for the use of the person employed on the site and maintained in a condition suitable for immediate use and the contractor should take adequate steps to ensure proper use of equipment by those concerned.

(a) Worker employed on mixing asphaltic materials, cement and lime mortar shall be provided with protective footwear and protective goggles.

(b) Those engaged in white washing and mixing or staking of cement bags or any material which is injurious to the eyes shall be provided with protective goggles.

(c) Those engaged in welding works shall be provided with welder's protective eye shields.

(d) Stone breakers shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.

(e) When workers are employed in sewers and manholes, which are in used, the contractor shall ensure that the manhole covers are opened and are ventilated at least for an hour before the workers are allowed to get into the manholes and the manholes so opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident to the public.

(f) The contractor shall not employ men below the age of 18 years and women on the work of painting with products containing lead in any form. Wherever men above the age of 18 years are employed on the work of lead painting the following precautions should be taken.

(g) No paint containing lead or lead products shall be used except in the form of paste or ready-made paint.

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

(i) Overalls shall be supplied by the contractors to the Workmen and adequate facilities shall be provided to enable the working painters to wash during the course of work.

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

(k) Use of hoisting machine and tackle including their attachments anchorage supports shall be conform to the following standards or conditions:

1. (a) These shall be of good mechanical construction, sound materials and adequate strength and free from patent defect and shall be kept in good repair 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.

2. 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 and hoisting machine including any scaffolding winch or give signals to operator.

3. In case of every hoisting machine and of every chain ring hook, stickle, swivel any 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 of the conditions under which it is applicable shall be clearly indicated. No part of any machine or any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.

4. 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.

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

(x) All scaffolds, ladders and 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.

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

(xii) To ensure effective enforcement of the rules and regulations relating to safety precautions, the arrangement made by the contractor shall be open to inspection by the Labour Officer, Engineer-in-Charge of the department for their Representatives.

(xiii) Notwithstanding the above clauses from (i) to (xiv) there is nothing in these to exempt the contractor from the operations of any other Act or rule in force in the Republic of India.

Model Rules for the Protection of Health and Sanitary Arrangements for Workers Employed By Contractor

1. Application

These rules apply to all building and construction works in-charge of Food Corporation of India.

2. Definition:

"Work place" means a place at which, at an average 20 or more workers are employed in connection with construction work.

3. "First Aid":

(a) At every work place there shall be maintained in a readily accessible place first aid appliance including an adequate supply of sterilized dressings and sterilized cotton wool. The appliances be kept in good order and in large work place they shall be placed under the charge of a responsible person who shall be readily available during working hour.

(b) At large work place, where hospital facilities are not available within easy distance of the work. First Aid post shall be established and be run by a trained compounder.

(c) Where the large work places are remote from regular hospitals, indoor ward shall be provided with one bed for every 250 employees.

(d) Where large work places are situated in cities, in town or in their suburbs and no beds are considered necessary owing to the proximity of city or town hospitals suitable transport shall be provided to facilitate removal of urgent cases to the hospitals. At other work places, some conveyance facilities, such as a car shall be kept readily available to injured person or persons suddenly taken seriously ill to the nearest hospital.

4. Drinking Water:

(a) 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.

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

(c) Every water supply of storage shall be at a distance of not less than 50 feet from any latrine, drain or other source of pollution. Where water has been 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 free and waterproof.

(d) 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 and Bathing Place:

(i) Adequate washing and bathing places shall be provided, separately for men and women,

(ii) Such places shall be kept in clean and drained condition.

6. Scale of Accommodation in Latrines and Urinals:

These shall be provided within the precincts of every work place latrines and urinals in an accessible place, and the accommodation, separately for each of them: shall not be less than the, following scale

		No. of seats
(e)	Where the number of person does not exceed 50	2
(f)	Where the number of persons exceeds 50, but does not exceeds 100	3
(g)	For every additional 100	3 per 100

In particular cases the Executive Engineer shall have the powers to vary the scale necessary.

7. Latrines and Urinals for Women:

If women are employed separate latrines and urinals, screened from those for men and marked in the vernacular in conspicuous lette₹. "For Women only" shall be provided on the scale laid in rule 6. Those for men shall be similarly marked "For men only". A poster showing the figure of a man and a woman shall also be exhibited at the entrance of latrines for each sex. There shall be adequate supply of water close of the urinals and latrines.

8. Latrines and Urinals:

Except in work places provided with water flushed latrines, connected with a water borne sewage system, all latrines shall be provided with receptacles on dry-earth system which shall be cleaned at least four times daily and at least twice during working hours and kept in a strictly sanitary condition. The receptacles shall be tarred inside and outside at least once a year.

9. Construction of Latrine:

The inside walls shall be constructed of masonry or some suitable heat-resisting non- absorbent materials and shall be cement-washed inside and outside at least once a year. The dates of cement washing shall be noted in a register maintained for the purpose and kept available for inspection. Latrines will not be of a standard lower than borne hole system and should have thatched roofs.

10. 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 suitable incinerator approved by the Assistant Director of Public Health or the Municipal Medical Officer of health, as the case may be, in whose jurisdiction the work place is situated. Alternatively excreta may be disposed off by putting a layer of night soil at the bottom of pucca tank prepared for the purpose and covering it with a 6" layer of waste or refuse and then covering it up with a layer of earth for a fortnight (when it will turn into manure).

11. Provision of Shelters during rest:

At every work place there shall be provided, free of cost, two suitable sheds one for meals and the other for rest separately for men and women for the use of labour. The height of the shelter shall not be less than 11 feet from the floor level to the lowest part of the roof. The sheds should be roofed with at least thatch and

mud flooring will be provided with a dwarf wall around not less than 2-1/2 feet. Sheds should be kept clean and space should be on the basis of at least 5 square feet per head.

12. Crèches:

At every work place, at which 50 or more women workers are ordinarily employed, there shall be provided two huts for the use of children under the age of 8 years belonging to such women. One hut shall be used for infant's games and play and the other as their bed room. The huts shall not be constructed on a lower standard than the following.

(i) Thatched roof.
(ii) Mud floors and walls
(iii) Planks spread over the mud floor and covered matting.

The huts shall be provided with suitable and sufficient openings for light and ventilation. There shall be adequate provision of sweeper to keep the place clean. There shall be two Dais in attendance. Sanitary utensils shall be provided to the satisfaction of the Health Officer of the area concerned. The use of the hut shall be restricted to children their attendants and mothers of the children.

(a) Where the number of women workers is more than 25 but less than 50, the contractor shall provide at least one hut and one Dais to look after the children of women worker.

(b) The size of crèche or crèches shall vary according to the number of women worker.

(c) The crèche or crèches shall properly be maintained and necessary equipment like toys etc. shall be provided.

13. Canteen

A cooked foods canteen on moderate scale shall be provided for the benefit of workers wherever it is considered expedient.

14. The above rules shall be incorporated in the contracts and in Notices inviting Tenders and shall form an integral part of the contract.

CONTRACTOR'S LABOUR REGULATIONS

Short Title:

1. These regulations may be called the "Contractors" Labour regulations".
2. If these regulation, unless otherwise expressed or indicated the words and expressions shall have the meaning hereby assigned to them respectively that is to say.

   (i) "Labour" means worker employed by the Corporation's contractor directly or indirectly through a subcontractor or other persons or by an agent on his behalf on a payment not exceeding ₹.400/- per month and will not include supervisory staff like Overseers etc.

   (ii) "Fair Wages" means wages whether for time or piece work notified at the time of inviting Tenders for work and where such wages prescribed by the Government of India in the Ministry of Labour and Employment vide SO No.1917 published in the Gazette of India. Extraordinary Part 11 Section (3) subsection (ii) dated 19.5.1969.

   (iii) "Contractor" shall include every person whether a sub-contractor or head man or agent employing labour on the work taken on contract.

   (iv) "Wages" shall have the same meanings as defined in the payment of Wages Act and include time and piece rate wages.

2a. 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 even more than 12 hours on any day.

2b. 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 overtime for the extra hours put in by him at double the ordinary rate of wages.

2c. Every worker shall be given a paid weekly holiday normally on Sunday in accordance with the provisions of minimum wages (central rules, 1960 as amended from time to time irrespective of whether such worker is governed by the Minimum Wages Act 1948 or not).

3. Display of Notice regarding Wages etc. The contractor shall :

(a) Before the commences his work on contract display and correctly maintain and continue to display and correctly maintain in a clean and legible condition in conspicuous places on the work, Notice in English and in the local Indian Language spoken by the majority workers, giving the rate of wages which have been certified by the Executive Engineer, Regional Labour Commissioner, as fair wages and the hours of work for which such wages are earned and

(b) Send a copy of such Notices to the certifying officer.

4. Payment of wages

(i) Wages due to every worker shall be paid to him direct.

(ii) All wages shall be paid in current coin or currency or in both.

(iii) Arrears claimed after 3 months after the completion of work shall not be entertained.

5. Fixation of Wage Period (i) The contractor shall fix the wage period in respect of which the wages shall be payable.

The minimum daily rates of wages fixed under Notification of Government of India in the Ministry of Labour and Employment S.O. 1971 dated 19th May, 1969 are inclusive of wages for weekly day of rest and the question of extra payment for weekly holiday would not arise.

(i) No wage period shall exceed one month.

(ii) Wages of every worker employed on the contract shall be paid (a) in case of establishment in which wage period is one week within 3 days from the end of the wages period and (b) in the case of other establishments before the expiry of the 7th day or 10th day from the end of the wage period according as the number of workers employed in such establishments does not exceed 1000 or exceeds 1000.

(iii) When 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 day exceeding the one on which his employment is terminated.

(iv) All payment of wages shall be made on a working day except when the work is completed before the expiry of wage period; in which case final payment shall be made within 48 hours of the last working day at work site and during the working time.

NOTE: - The term working day" means a day on which the work on which the labour is employed, is in progress.

6. Wage Book and Wage Slips etc.: - (i) The contractor shall maintain a Wage Book of each worker in such form as may; be convenient at the place of work, but the same shall include the following particular.

(a) Name of the worker
(b) Rate of daily or monthly wages
(c) Nature of work on which employed
(d) Total number of days worked during each wage period
(e) Dates and period for which worked overtime
(f) Gross payable for the work during each wage period.
(g) All deductions made from the wage with an indication in each case of the ground for which the deduction is made
(h) Wages actually paid for each wage period.
(i) Signature or thumb impression of the worker

(ii) The contractor shall also issue a wage slip containing the aforesaid particulars to each worker employed by him on the work at least a day prior to the day of disbursement of wages.

(iii) The contractor shall issue an Employment Card in the prescribed Form III to each worker on the day of work or entry into his employment. If the worker has already any such card with him from the previous employer the contractor shall merely endorse that Employment Card with relevant entries. On termination of employment the employment card shall again be endorsed by the contractor and returned to the worker.

(iv) The contractor shall issue an attendance-cum-wages card as per Form IV attached to each worker on the day of each worker on entry into his employment.

7. Register of unpaid wages: The contractor shall maintain a register of unpaid wages is such form as may be convenient at the place of work but the same shall include the following particular.

(a) Full particulars of the labourers where wages have not been paid
(b) Reference number of the muster roll and wage register.
(c) Rate of wages
(d) Wage period
(e) Total amount not paid
(f) Reasons for not making payment
(g) How the amount of unpaid wages was utilised
(h) Acquaintance with dates.

8. Register of Accidents :- The contractor shall maintain 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 capacity and disability as assessed by Medical Officer
(k) Claim required to be paid under Workman's Compensation Act.
(l) Date of Payment of compensation
(m) Amount paid with details of persons to whom the same was paid
(n) Authority by whom the compensation was assessed
(o) Remarks.

9. (i) Fines and Deductions which may be made from Wages (i) The wages of a worker shall be paid to him without any deductions of any kind except the following :-

(gg) Fines.

(hh) Deductions for absence from duty i.e. from the place, or the places where by 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.

(ii) 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.

(jj) Deduction for recovery of advance or for adjustment of over-payment of wages, advance granted, shall be entered in a register.

(kk) Any other deduction which the Central Government may from time to time allow.

(ii) No fine should be imposed on any worker save in respect of such acts and omission on his part as have been approved of by the Chief |labour Commissioner.

(iii) No fine shall be imposed on a worker and on 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 line which may be imposed in any one wage period on a worker should not exceed an amount equal to three paise in a rupee of the wages, payable to him in respect 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.

10. Register of fines, etc.

(i) The contractor shall maintain a register of fines and a register of deductions for damage or loss in Form Nos. 1 and 2 respectively which should be kept at the place of work.

(ii) The contractor shall both in English and the Local Indian Language, a list approved by the Chief \labour Commissioner clearly stating the acts and omissions for which penalty or fine may be imposed on a workman and display it in a good condition in a conspicuous place of the work.

11. Preservation of Registers – The wage Book, the wage slips, the register of unpaid wages, the Register of accidents, the register of fines, deductions required to be maintained under these regulations shall be preserved for 12 months after the date of last entry made in them and shall be made available for inspection by the Engineer- in-Charge Labour welfare officer or any other authorised by the Chief Labour Commissioner in this behalf.

12. Power of Labour Welfare officer to make investigations or enquiry – The labour welfare officer or any other person authorised by the Central Government on their behalf shall have power to make enquiries with a view to ascertaining and enforcing due and proper observance of the fair wage clauses and the provision of these regulations. He shall investigate into any complaint regarding the default made by the contractor or sub-contractor in regard to such provision.

13. Report of Labour Welfare Officer – The Labour Welfare Officer or other persons authorised aforesaid shall submit his investigation or enquiry to the AGM (Engg.) indicating the extent, if any of 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 – 14 of these regulations actual payment to the labourers will be made by the AGM (Engg.) after the Regional Labour Commissioner has given his opinion or the decision on such appeal.

(a) The AGM (Engg.) shall arrange payment to the labourers concerned within 30 days from the receipt of the reports from the Labour Welfare Officer Regional Labour Commissioner as the case may be.

14. Appeal against the decision of Labour Welfare Officer – Any person aggrieved by the decision and recommendation of the labour officer or other person so authorised may appeal against such

decision to the Regional Labour Commissioner concerned within 30 days from date of decision, forwarding simultaneously a copy of his appeal to the AGM (Engg.) concerned but subject to appeal, the decision of the officer shall be final and binding upon the contractor.

15. Prohibition regarding Representation through Lawyer – (i) A workman shall be entitled to be represented in any investigation or enquiry under these regulations by
(a) An officer of 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.

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

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

(a) An officer of an association employees of which he is a member
(b) An officer of a federation of associations of employers to which the association referred to in Clause (a) is affiliated.
(c) Where the employer is not a member of any association of employers by an officer of association of employers, connected with, 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 the legal practitioner in any investigation or enquiry under these regulations.

16. **Inspection of Books and Slips** – The contractor shall allow inspection of the wage Books and the wage slips, the register of unpaid wages, the register of accident, and the register of fines and deductions to any of his workers or to his agent at a convenient time and place after due Notice is received off to the Labour Welfare officer or any other person, authorised by Central Government on his behalf.

17. Submission of Returns – The contractor shall submit periodical returns as may be specified from time to time.

18. Amendments – The Central Government may from time to time add to or amend the regulation and on any question as to the application, interpretation or effect of these regulation the decision of the Chief Labour Commissioner or Deputy – Chief Labour Commissioner to the Government of India or any other person authorised by the Central Government in that behalf shall be final.

SITE INFORMATION

The tenderers advised to visit the site before tendering to get acquainted with the local site condition and subsoil profile. If necessary, tenderers may conduct their own subsoil investigation. However, for general information, the following particulars are given:

1 **Access Facilities to Site:** Plant and equipment can be transported to the site either by road or by rail. The contractor has to make his own arrangement for bringing his plant, equipment, material and layout to the site. The preferential treatment for the contractor in use of service is guaranteed.

2 **Other Contractors:** The contractor shall allow reasonable facilities to other contractors working in the same area during the currency of his contract and ensure that no damage is caused to any equipment or installations, due to negligence of his own and or his sub-contractors/workman.

3 **Contractor's Working Area:** The area to be allowed to the contractor for execution of the work is shown in the layout drawing. The land allotted to the contractor for erecting temporary work sheds, stores, site office etc. to be constructed at his own expenses. Any conditional land required by the contractor shall be arranged by him at his own cost and responsibility.

4 All items of Earth work will include "All leads and Lifts" and disposal of earth will be done as per direction of Engineer-in-Charge.

ADDITIONAL CONDITIONS

1. The contractors are advised to get acquainted with the proposed work and its site and also study the Architectural Drawings, specifications and special conditions carefully before tendering. No claim of any sort shall be entertained on account of any site conditions and ignorance of specifications and special conditions.

2. The work shall be carried out as CPWD specifications 2009 Vol. I & II with up to date correction slips unless otherwise specified in the nomenclature of individual item or in the specifications and special conditions, where specifications are silent, the decision of Engineer-in-charge shall be final and binding on contractor.

3. The rates quoted by the contractor shall be taken as net and nothing extra shall be paid on any account i.e. royalty, cartage and stacking at required places etc. Centering, shuttering, however if required to be done for RCC beams, RCC floor slab and landings only for centering heights greater than 3.5m shall be measured & paid separately.

4. The rates for different items of work shall apply for all heights and depths, leads and lifts unless otherwise specified in the agreement or specifications applicable to the agreement.

5. Any damage done by the contractor to any existing work during the course of execution of the work shall be made good by him at his own cost.

6. Articles manufactured by the reputed firms and approved by Engineer-in- charge shall only be used. Only articles classified, as 'first quality' by the manufacturer shall be used unless otherwise specified. In case articles bearing ISI certification are not available in the market, quality of samples brought by the contractor shall be judged by standards laid down in the relevant BIS specifications. For the items not covered by CPWD specifications relevant BIS standards shall apply. The sample of materials to be brought to site for use in work shall be got approved from the Engineer-in-charge before actual execution of work.

7. Samples of materials required for testing shall be provided free of cost by the contractor. Testing charges, if any, shall be borne by the department in case the test results are satisfactory accept where-ever specifically mentioned otherwise in the NIT. All the expenditure to be incurred for taking samples, conveyance, packing etc. shall be borne by the contractor.

8. The contractor shall submit a detailed program of work within 15 days of the date of award of work. The Engineer-in-charge can modify the program and the contractor shall have to work accordingly.

9. The quantities of each item shall not be exceeded beyond the agreement, quantities without prior permission of Engineer-in-charge.

10. Statutory deductions on account of Goods and Services tax, income tax and surcharge as applicable shall be made from the gross amount of the bill.

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11. The contractor shall make his own arrangements for obtaining electric connection, if required and make necessary payments directly to the department concerned.

12. All types of mortars to be used in the work shall be mixed in the mechanical mixer and hand mixing shall not be permitted.

13. The contractor shall make his own arrangement for getting the permission to ply the trucks from the traffic police.

14. No payment shall be made to the contractor for any damage caused by rain, snow fall, floods or any other natural causes whatsoever during the execution of work. The damage caused to work shall have to be made good by the contractor at his own cost and no claim on this account shall be entertained.

15. Other agencies may also simultaneously be executing the work of electrification, Horticulture or external services and other building works for the same building, along with this work. The contractor shall afford necessary facilities for the same and no claim in the matter shall be entertained. The contractor shall especially co-ordinate with the other agency carrying out his work.

16. Some restrictions may be imposed by the security staff etc. on the working and or movement of labour and materials, etc. the contractor shall be bound to follow all such restrictions / instructions and nothing shall be payable on this account.

17. The contractor shall take all precautions to avoid accidents by exhibiting necessary caution boards. He shall be responsible for all damages and accidents caused due to negligence on his part. No hindrance shall be caused to traffic during the execution of the work by storing materials on the road.

18. The contractor shall be fully responsible for the safe custody of the material issued or brought by him to site for doing the work.

19. Testing of materials: -

    In case there is any discrepancy in the frequency of testing as given in the list of mandatory test and that in the individual sub-head of work as per the CPWD specifications 2009 Vol. I to II with up to date correction slips, the higher of the two frequencies shall be followed and nothing extra shall be payable to the contractor on this account. Samples of all fittings and fixture to be provided shall be got approved from the Engineer-in-charge before use in the work.

20. The rate for all items of work, shall unless otherwise clearly specified include cost of all labour, material and other inputs involved in the execution of the items.

21. The order of preference in case of any discrepancy as indicated in condition no. under "Conditions of contract' given in the General Conditions of contract for Central P.W.D. work 2010 form may be read as the following:

a) Description of Schedule of quantities.

b) Additional Specification's and special conditions, if any.

c) Contract clauses of General conditions of contract for Central P.W.D. works 2010 form.

d) CPWD Specifications.

e) Architectural drawings.

f) Indian Standard Specifications / BIS

g) Sound engineering practice.

Any reference made to any Indian Standard Specifications in these documents, shall imply to the latest version of that standard, including such revisions / amendments as issued by the Bureau of Indian Standards up to last date of receipt of tender. The contractor shall keep at his own cost all such publications of relevant Indian Standards applicable to the work at site.

22. The contractor shall make his own arrangement of water for construction and drinking purpose as well for electricity and its distribution at his own cost. The department will render only assistance to the contractor for making application to JB / authorized Electric supply agency, if required. All the fees and charges including consumption charges shall be borne by the contractor.

23. The contractor will not have any claim in case of any delay by the Engineer-in-charge in removal of trees or shifting, removing of telegraph, telephone or electric lines (overhead or underground), water and sewer lines and other structure etc., if any which may come in the way of the work. However, suitable extension of time can be granted to cover such delay.

24. The malba / garbage generated at site due to construction activities shall be removed from the site immediately & shall be disposed-off by the contractor to the approved dumping site identified by the Engineer-in- charge. The surplus soil / earth shall be disposed of as per the directions of Engineer-in-charge separately.

25. The contractor shall clean the site thoroughly of scaffolding materials, rubbish, equipment's left out of his work and dress the site around the building to the complete satisfaction of the Engineer-in-charge before the work is treated as completed.

26. After survey all drawings and basic data shall be property of the FCI and contractor submit the undertaking for not using for any other purpose and anywhere else in future.

27. Provision of public procurement (Preference to make in India) order 2017 dated 15.06.2017.

i) The bids are being invited as per the provision of Public Procurement (Preference to Make in India) order 2017 dated 15.06.2017 read with subsequent amendments and updates issued from time to time and same is to be abided by the bidders, failing which, the bid will become void.

ii) The bidder should ensure that Provisions of Rule 144(xi) of General Financial Rules (GFR) 2017 with subsequent amendments and updates are followed in totality and in case of any failure on this account, bid will become void.

28. Brand names (if any) in Draft NIT and BOQ is to be treated as null and void considering the SL No. 27 as above. Others work and conditions remain unchanged.

ADDITIONAL CONDITIONS FOR CEMENT & STEEL

1.0 CONDITIONS FOR CEMENT

1.1 The contractor shall procure 43 grade (conforming to IS:8112) Ordinary Portland cement, as required in the work, from reputed manufacturers of cement having a production capacity not less than one million tonnes or more per annum, such as ACC, Ultra Tech, J.P. Cement, Vikram, Shri Cement, Birla Cement, JK Cement and Cement Corporation of India etc., as approved by the Ministry of Industry, Govt. of India, and holding license to use ISI certification mark for their product. Portland puzzolana cement (fly ash based) conforming to IS: 1489 part I of equivalent grade shall also be allowed in non- structural works. 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 right 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 contractor shall be taken by the Engineer-in-charge and got tested in accordance with provisions of relevant BIS Codes. In case the 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 within a week's time of written order from the Engineer-in-charge to do so.

1.2 The cement shall be brought at site in bulk supply of approximately 50 tonnes 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.

1.3 Double lock provision shall be made to the door of the cement godown. The keys of one lock shall remain with the Engineer-in- charge or his authorized representative and the keys of the other lock shall remain with the contractor. The contractor 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.

1.4 The cement shall be got tested by 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 of testing laboratories. The cost of test shall be borne by the contractor / department in the manner indicated below :

a) By the contractor, if the results show that the cement does not conform to relevant BIS Codes.
b) By the department, if the results show that the cement conforms to relevant BIS Codes.
c) If the cement brought is in smaller lots than specified in para 1.2 above, the cost of testing charges beyond the permissible frequency shall be borne by the contractor until and unless specifically directed otherwise, in writing, by the Engineer-in-charge.

1.5 The actual issue and consumption of cement on work shall be regulated and proper accounts maintained as provided in Clause 39 of the contract. The theoretical consumption of cement shall be worked out as per procedure prescribed in Clause 39 of the contract and shall be governed by conditions laid therein. In case the cement

consumption is less than theoretical consumption including permissible variation, recovery at the rate so prescribed shall be made. In case of excess consumption no adjustment needs to be made.

1.6 The cement brought to the site and the cement remaining unused after completion of the work shall not be removed from site without the written permission of the Engineer-in-charge.

1.7 The damaged cement shall be removed from the site immediately by the contractor on receipt of a notice in writing from 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.

2.0 CONDITIONS FOR STEEL

2.1 The contractor shall procure TMT bars of Fe 500D grade from primary producers such as SAIL or TISCO or RINL as approved by Ministry of Steel. In case of non-availability of steel from primary producers the NIT approving authority may permit use of TMT reinforcement bars procured from secondary produce₹. In such cases following action is to be taken by NIT approving authority:

a) The secondary producers must have valid BIS licence to produce HSD bars conforming to IS 1786:2008. In addition to BIS licence, the secondary producer must have valid licence from either of the firms Tempcore, Thermex, Evcon Turbo & Turbo Quench to produce TMT Ba₹.

b) The TMT bars procured from primary producers shall conform to manufacturer's specifications.

c) The TMT bars procured from secondary producers shall conform to the specifications as laid by Tempcore, Thermex, Evcon Turbo & Turbo Quench as the case may be.

d) TMT bars procured either from primary producers or secondary producers, the specifications shall meet the provisions of IS 1786:2008 pertaining to Fe 415D or Fe 500D or Fe 550D grade of steel as specified in the tender.
Samples shall also be taken and got tested by the Engineer-in-charge as per the provisions in this regard in relevant BIS codes. In case the test results indicate that the steel arranged by the contractor does not conform to the Specifications as defined under para (c) & (d) above, the same shall stand rejected, and it shall be removed from the site of work by the contractor at his cost within a week time or written orders from the Engineer-in-charge to do so.
Following additions are made under new para (f) to (h)

e) In case contractor is permitted to use TMT reinforcement bars procured from secondary producers then:

f) The rate of providing & laying TMT reinforcement bars as quoted by the contractor in the tender shall also be reduced by ₹.2.88 per kg.

2.2 The contractor shall have to obtain and furnish test certificates to the Engineer-in-charge in respect of all supplies of steel brought by him to the site of work.

2.3 The steel reinforcement bars shall be brought to the site in bulk supply of 10 tonnes or more, or as decided by the Engineer-in-charge.

2.4 The steel reinforcement bars shall be stored by the contractor at site of work in such a way as to prevent their distortion and corrosion, and nothing extra shall be paid on this account. Bars of different sizes and lengths shall be stored separately to facilitate easy counting and checking.

2.5.1 For checking nominal mass, tensile strength, bend test, re-bend test etc. specimens of sufficient length shall be cut from each size of the bar at random, and at frequency not

less than that specified below:

Size of Bar	For consignment below 100 tonnes	For consignment above 100 tonnes
Under 10 mm dia bars	One sample for each 25 tonnes or part thereof	One sample for each 40 tonnes or part thereof.
10 mm to 16 mm dia bars	One sample for each 35 tonnes or part thereof	One sample for each 45 tonnes or part thereof
Over 16 mm dia bars	One sample for each 45 tonnes or part thereof	One sample for each 50 tonnes or part thereof

2.6 The contractor shall supply free of charge the steel required for testing including its transportation to testing laboratories. The cost of tests shall be borne by the contractor/department in the manner indicated below:

a) By the contractor, if the results show that the steel does not conform to specification as defined under para 2.1 (c) & (d).
b) By the department, if the results show that the steel does conform to specification under para 2.1 (c) & (d).

2.7 The actual issue and consumption of steel on work shall be regulated and proper accounts maintained as provided in clause 10 of the contract. The theoretical consumption of steel shall be worked out as per procedure prescribed in clause 42 of the contract and shall be governed by conditions laid therein. In case the consumption is less than theoretical consumption including permissible variations recovery at the rate so prescribed shall be made. In case the excess consumption no adjustment need to be made.

The steel brought to site and the steel remaining unused shall not be removed from site without the written permission of the Engineer-in-charge.

CONDITIONS FOR PRECOATED IRON PROFILE /CGI SHEETS FOR ROOFING

1. The contractor shall procure Precoated iron profile /CGI sheets (conforming to relevant BIS code/ specifications) as required in the work from reputed manufacturers of Precoated iron profile /CGI sheets such as ~~**TATA BlueScope , JSW, Everest, Sail , Charminar or equivalent**~~ or having BIS certification mark for their product whose name shall be got approved from Engineer-in-charge. The decision of Engineer In charge in respect of approved make will be final and binding to the contractor. Precoated iron profile /CGI sheets shall be used bearing manufacturer's name of approved make or having BIS certification as approved by EIC. In case Precoated iron profile /CGI sheets arranged by the Contractor are not as per approved Make or specifications defined in the Schedule of Quantities, the same shall be stand rejected and shall be removed from the site by the contractor at his own cost within a week's time of written order from the Engineer-in-charge to do so.
2. The PRECOATED IRON PROFILE /CGI sheets shall be brought at site in sufficient quantity as required or as decided by the Engineer-in-charge.
3. The Contractor shall be responsible for the watch & ward and safety of the PRECOATED IRON PROFILE /CGI sheets.
4. The contractor shall facilitate the inspection of the same by the Engineer-in-charge at any time. The contractor shall supply free of charge the Precoated iron profile /CGI sheets if required for testing. The cost of tests shall be borne by the contractor / Department in the manner indicated below:

   i) By the contractor, if the results show that the Precoated iron profile /CGI sheets are not as per approved Make* or specifications defined in the Schedule of Quantities or do not conform to relevant BIS codes.

   ii) By the Department, if the results show that the Precoated iron profile /CGI sheets are as per approved Make* or specifications defined in * the Schedule of Quantities or conform to relevant BIS codes.
5. The actual consumption of PRECOATED IRON PROFILE/CGI sheets on work shall be Regulated and proper accounts maintained as provided in relevant provisions of clauses 10 and 39 of the contract.

* TATA BlueScope, JSW, Everest, Sail , Charminar or equivalent

CORRECTIONS _____ DELITIONS_____ ADDITIONS_____

CONTRACTOR Asstt. Genl. Manager (EM)

ADDITIONAL CONDITIONS FOR ELECTRICAL WORKS

1. The work shall be carried out as per IE Rules/CPWD latest General Specifications as amended up to date for Electrical Works, Air-conditioning, Firefighting, Lift, Substation, DG set works.

2. The work shall be carried out by an Electrical Contractor of appropriate class possessing requisite license and authority to handle this type as Installation covered by the contract.

3. Requirements, if any of local Electricity Authority/Electrical inspectorate In respect of approval of the installation and sanction of Electrical power shall also be complied with by contractor on furnishing requisite documents, plans, schematic diagram etc.

4. The contractor shall help in coordinating with the 'Electric Supply Authority', In obtaining the service connection and the requisite test report in the prescribed form shall also be furnished.

5. Immediately on completion of work, the contractor shall carry out testing of the installation' and shall submit report in the 'form of completion certificate' as per appendix 'E' *of* CPWD specifications referred above.

6. The contractor shall submit completion plan drawn to a suitable scale In tracing cloth with ink along with throe blue print copies *of* the same.

7. The contractor should inspect the proposed site for the work and study all specifications and conditions carefully before tendering. .

8. All inter-connections on the main board and distribution boards shall be done with suitable size of cables drawn in conduits and end-terminations with appropriate lugs/ thimbles.

9. MS/CI junction boxes shall be used f*or* junction of conduits as per direction of Engineer• in- Charge. These will not be measured separately but shall be measured in all directions along with the length of conduits.

10. All steel poles, switch boards, sheet metal panels, MS damps etc. shall be applied with premier coat of paint before erection. Final painting shall be done in two coats after erection.

11. Where conduit pipes are to be laid along the trusses, these shall be fixed as per clause of CPWD specification referred above.

12. Execution of work shall be supervised by technical personnel of appropriate rank as required under the prescribed rules.

13. Any damage done by the contractor to any existing building and/or roads during the course of execution of work shall be made good by him at his own cost to the satisfaction of the Engineer- in-Charge.

14. The contractor shall maintain in good condition all work executed by him, till the completion and handling over the entire work and nothing extra shall be paid for watch and ward If any.

CORRECTIONS _____ DELITIONS_____ ADDITIONS_____

CONTRACTOR Asstt. Genl. Manager (EM)

15. The contractor shall take all precautions to avoid accidents and shall follow the 'Safety procedure' as per appendix 'C' CPWD specifications referred 'above.

16. The contractor shall consult the Engineer-In-Charge in writing regarding collections and stacking of material required for the work. He shall not stack any material in any place other than those' approved by the Engineer-In-Charge.

17. The contractor shall execute the work as per program drawn by the Engineer-In-Charge.

18. The rates quoted by the contractor should include all taxes including GST. Nothing extra shall be payable to the contractor beyond the rates quoted by him.

19. The contractor will coordinate electrical works with the progress of civil engineering works, He will ensure that the Electrical works are completed, installation test reports submitted to Electrical supply authorities and approved by the Electrical Inspectorate concerned immediately after the civil works are completed.

20. In case of composite contracts where in Electrical works form a part of the composite work the main contractor shall ensure that the Electrical work are executed by a subcontractor (who shall be approved by the tender accepting authority) having appropriate registration for Electrical work of this magnitude and possessing prescribed Electrical license for undertaking such works. Name(s) of the party(ies) should indicated while submitting the tender. Soon after the award of work, separate agreement for Electrical work shall be concluded with the AGM (Elect) of the Corporation for execution and finalisation of payments regarding Electrical sub work.

III. DRAWING

The Drawings specified in the brief specifications could be seen in the Office of AGM (Engg.), Food Corporation of India, Regional Office, collectorate Building, Patna-1, during working hour.

ADDITIONAL CONDITIONS AND SPECIFICATIONS

1. GENERAL SPECIFICATIONS

1.1 The civil, sanitary, water supply and road work shall be carried out as per Central Public Works Department specification of works at Delhi 2009 Vol. I to II with correction slips up to date. In the case of civil, sanitary, water supply and road works and electrical works should there be any difference between Central Public Works Department specifications mentioned above and the specification of schedule of quantities shall prevail. For items of work not covered in the C.P.W.D. specifications or where the C.P.W.D. specifications are salient on any particular point, the relevant specifications or code of practice of the Indian Standard Institute shall be followed.

1.2 Should any clarifications be needed regarding the specifications for any work the written instructions from the Engineer-in-charge shall be obtained.

1.3 Civil contractor appointed for this work shall ensure that the Electrical Works are executed with the approval of the A.G.M. (Elect.), FCI or his authorized representative who will ensure about the possession of prescribed Electrical License and requisite experience for undertaking such work.

2. PARTICULAR SPECIFICATIONS

2.1 For new items for which specifications are not available as stated above, the specifications decided by the Engineer-in-charge based on the contractor. Where materials are specified by reference to brand and make names and use of their equivalents permitted use of such equivalents shall only be allowed after the contractor satisfy the Engineer-in- charge that at the appropriate time, material of the brand or make specified are not available, and the adequacy or the equivalent materials.

2.2 For promotion of “Make in India” policy, it is to be ensured that the DG Set(s) and AMF panel are procured from Original Equipment Manufacturer (OEM) /(OEA) of engine manufacturer, are compatible with each other and with the condition that the OEM of DG set shall provide support for Maintenance / Comprehensive Maintenance Contract along with all the spare parts as & when required during the useful life of the DG Set for healthy functioning of the equipment, thus serving the purpose of the Corporation smoothly. Contractor shall produce a certificate from OEM/OEA to that effect.

BID DATA SHEET

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

(Operative Schedules to be supplied separately to each intending tenderer)

SCHEDULE 'A'

Schedule of quantities (as per PWD-3)

SCHEDULE 'B'

Schedule of materials to be issued to the contractor

S.No.	Description of item	Quantity	Rates in figures & words	Place of issue at which the material will charged to the contractor
1.	2.	3.	4.	5.

SCHEDULE 'C'

Tools and plants to be hired to the contractor

S.No.	Description	Hire charges per day	Place of Issue
1.	2.	3.	4.

SCHEDULE 'D'

Extra schedule for specific requirements / document for the work, if any

SCHEDULE 'E'

Reference to General Conditions of contract

Name of Work: **Comprehensive Renovation and Electrical Upgradation of Old Chowkidar Quarters including Replacement of Dilapidated Installations, Provision of Energy Efficient LED Lighting and Allied Works to Make the Building Fit for Use at FSD Buxar.**

i) Estimated cost of work: **Rs. 21,66,805/- (Rupees Twenty-One Lakh Sixty-Six Thousand Eight Hundred and Five Only)**

ii) Earnest Money: **Rs. 43,350/- (Rupees Forty-Three Thousand Three Hundred and Fifty)**

iii) Performance Guarantee: 5% of tendered value

iv) Security Deposit: 5% of tendered value

SCHEDULE 'F'

GENERAL RULES & DIRECTIONS Officer inviting tender: **Asst. General Manager (EM)**

CORRECTIONS _____ DELITIONS_____ ADDITIONS_____

CONTRACTOR Asstt. Genl. Manager (EM)

Maximum percentage for quantity of items of work

To be executed beyond which rates are to be

Determined in accordance with Clauses 12.2 & 12.3 See below

Definitions

2(v) Engineer-in-charge **Asst. General Manager (EM)** 2(viii)

Accepting Authority **as per DOP**

2(x) Percentage on cost of materials and

Labour to cover all overheads and profits: 15%

2(xi) Standard Schedule of Rates **CPWD 2022 for Electrical and DSR 2023 for civil.**

2(xii) Department **Food Corporation of India**

9(ii) Standard FCI Contract Form and correction slip up to **Last date of submission of tender**

Clause 1

(i) Time allowed for submission of Performance Guarantee from the date of issue of letter of acceptance **7** Days

(ii) Maximum allowable extension beyond the period provided in (i) above **3 to 7** Days

Clause 2

Authority for fixing compensation under Clause 2: **As per DOP**.

Clause 2A

Whether Clause 2A shall be applicable **Yes**

Clause 5

Number of days from the date of issue of letter of commencement for reckoning date of start 7 (Seven) Days

Mile stone(s) as per table given below:

S.No.	Description of Milestone (Physical)	Time allowed in days (From date of start)	Amount to be withheld in case of non-achievement of mile stone
1.			
2.			
3.			
4,			

Time allowed for execution of work: **90 days**

Authority to decide

i) Extension of time **as per DOP** (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: Dy. General Manager (Engg) (Dy. Genl. Manager (EM) in-charge or DGM (EM) Engineer-in-charge of Major Component in case of Composite Contracts, as the case may be).

Clause 6, 6A

Clause applicable – (6 or 6A) **6/6A**

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 **As per Clause 7**

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 **No**

Clause 10C

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

Clause 10CA

S. No.	Material cover under this clause	Nearest Material (other than cement, reinforcement bars and the structural steel) for which All India Wholesale Price Index to be followed.	Base price of all material covered under clause 10 CA
1.		**NOT APPLICABLE**	

*Base price of all the materials covered under clause 10 CA is to be mentioned at the time of approval of NIT.

Clause 10CC

Clause 10 CC to be applicable in contracts with Stipulated Period of completion exceeding the period shown in next column **18** months

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

Component of civil (except materials covered under Clause 10CA / Electrical construction Materials
Expressed as percent of total value of work x ……%

Component of labour -
Expressed as percent of total value of work y ……..%

Component of P.O.L. -
Expressed as percent of total value of work z …….. %

Clause 11

Specifications to be followed for execution of work **CPWD & other related of work with up to date amendments**

Clause 12

12.2 & 12.3	Deviation Limit beyond which clauses shall apply for building work	**As per Clause and CPWD Manual applicable**
12.4	Deviation limit beyond which clauses 12.2 & 12.3 shall apply for foundation work	**- do -**

Clause 16

Competent Authority for deciding reduced rates **As per DOP**

Clause 18

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

As per the direction of Engineering In-charge

Clause 38(a)

Requirement of Technical Representative(s) and recovery Rate

Sl. No.	Minimum qualification of Technical Representative	Discipline	Designation (Principal / Technical Representative	Minimum Expenditure	Rate at which recovery shall be made from the contractor in the event of non-fulfilling provision of clause 36(i)	
					Figure	Words
1.	**Graduate Engineer or Diploma engineer**	**Electrical**	**Technical Representative**	**2 (years)**		

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

Clause 39

(i)(a) Schedule / statement for determining theoretical Quantity of cement & bitumen on the basis of Delhi Schedule of Rates 2021. Printed by CPWD

(ii) Variations permissible on theoretical quantities

(a) Cement

For works with estimated cost put to tender Not more than ₹. 5 lakhs 3% plus / minus

For works with estimated cost put to tender more than ₹.5 lakhs 2% plus / minus

CORRECTIONS _____ DELITIONS_____ ADDITIONS_____

CONTRACTOR Asstt. Genl. Manager (EM)

(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

RECOVERY RATES FOR QUANTITIES BEYOND PERMISSIBLE VARIATION

S.No.	Description of item	Rates in figures and words at which recovery shall be made from the contractor	
		Excess beyond permissible variation	Less use beyond permissible variation
1.	Cement		
2.	Steel Reinforcement		
3.	Structural Sections		
4.	Bitumen issued free		
5.	Bitumen issued at stipulated fixed price		

FORM I

Sl. No.	Father's / Husband Name	Sex	Department	Nature & date of offence for which fine	Whether workman showed cause against	Rate of	Date and amount of	Date on which fine	Remarks

FORM II

REGISTER OF DEDUCTION FOR DAMAGES OF LOSS CAUSED TO THE EMPLOYER BY THE

Sl. No.	Name	Father's / Husbands Name	Sex	Damage loss caused	Whether workman showed cause against fine or not	Number of installment	Date on which fine	Remarks

FORM – III

EMPLOYMENT CARD (Regulation) 6 (111)]

Name and sex of the worker

Father's Name — Age or date of birth

Address — Identification marks

Particulars of next to kin (wife and children, if any, or of dependent next of kin in case the worker has no wife or child)

Name _____

Full address of dependants
(Specify Village, District and State)

Sl. No.	Name & address of Employer (specify whether a contractor or sub-contractor	Particulars of locations of work site & description of work done	Total period for which the worker is employed from …… to ……...	Actual number of day worked	Leave taken number of days should be specified

BACK SIDE OF THE CARD

Sl. No.	Name of work done by the worker	Wage period	Wage rate (with particulars of unit in case of piece work)	Total wage earned by the worker during the period shown under column 5	Remarks	Signature of the employer

: If the worker is employed both on piece and rates the relevant entries in each case should be made separately

CORRECTIONS _____ DELITIONS_____ ADDITIONS_____

CONTRACTOR — Asstt. Genl. Manager (EM)

FORM – IV

ATTENDANCE CUM WAGE

CARD

No.

……

… Name of the Contractor

…… Name of the worker ……. Name of the worker ……..

Address

……..

Designation …….. Rate of wages ……..

Name	Attendance	Sign. of Person making attendance	Remarks

Wage period	Date on which overtime worked	Gross wages payable	Deduction, if any	Actual Wages paid	Date payment	Signature of the worker

FORM – V

The contractor shall maintain a register of Maternity (Benefit) in the prescribed form as shown below and the same be kept at place of work.

REGISTER OF MATERNITY BENEFIT

Clause 19 of the condition of contract

Name and address of the Contractor (s)
…… Name and location of work
……

Name of the Employee	Father's / Husband's Name	Nature of employment	Period of actual appointment	Date of which notice of confirmation	Date of Delivery / miscarriage
1.	2.	3.	4.	5.	6.

Date of which leave commenced and ended				Leave pay paid to the employee			
In case of delivery		In case of miscarriage		In case of delivery		In case of miscarriage	
Commenced	Ended	Commenced	Ended	Rate of leave pay	Amount paid	Rate of leave pay	Amount paid
7.	8.	9.	10.	11.	12.	13.	14.

CORRECTIONS _____ DELITIONS_____ ADDITIONS_____

CONTRACTOR Asstt. Genl. Manager (EM)

Specimen form of the Register regarding Maternity Benefit admissible to contractor's labour.

Name of work
Name of Contractor

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

SCHEDULE OF FAIR WAGES PUBLISHED VIDE EXTRA ORDINARY GAZETTE OF INDIA Part II Section (3) Sub-Section (ii) Dated 19.5.69

Sl.No.	Categories of employees		All inclusive minimum rates of wages per day including the wages for weekly day of rest
			₹. P.
01.	Bhisti		The fair wage rates prevailing in the District on the date of receipt of tender and any notification issued subsequently by respective State Government / Central Government.
02.	Black Smith	1) 1st Class 2) 2nd Class	
03.	Carpenter	1) 1st Class 2) 2nd Class	
04.	Chowkidar		
05.	Coolies	1) Male (Beldar) 2) Female (Coolies)	
06.	Fitter Class 1		
07.	Asstt. Fitter or 2nd Class fitter		
08.	Mason (Bricklayer)	1) 1st Class 2) 2nd Class	
09.	Mason for stone work	1) Plain 2) Ornamental	
10.	Mate		
11.	Mistry Class 1		
12.	Painter		
13.	Rock cutting labourer	(a)Excavator	

CORRECTIONS _____ DELITIONS_____ ADDITIONS_____

CONTRACTOR Asstt. Genl. Manager (EM)

		(b)Breaker (c) Hole Driller (d)Stones chiseller	
14.	Sewer man		
15.	Skilled Beladar (for floor rubbing etc.)		
16.	Whitewasher (unskilled)		
17.	5 Donkeys with man		
18.	Welder		
19.	Stone Cutter	(a) 1st Class (b) 2nd Class	
20.	Driver for mixer truck and Road Roller		

NOTE: 1.The minimum rates of wages shall consist of an inclusive rates and include also the wages for weekly day of rest.

2. The minimum rates of wages for disabled persons shall be 70 percent of the rates payable to adult workers of the appropriate category.

FOOD CORPORATION OF INDIA

The tender shall list below key men giving short resume of their experience together with estimated peak and average force that he proposes to employ on this contract.

ORGANISATION CHART

Designation of Key Personnel	Name and short resume of experience

LABOUR FORCE

Estimated Peak Force

…….. Estimated

Average Force …….

Signature of Contractor

CORRECTIONS _____ DELITIONS_____ ADDITIONS_____

CONTRACTOR Asstt. Genl. Manager (EM)

FOOD CORPORATION OF INDIA

The tenderer shall list below key plants & equipment's to be used for this contract.

PLANTS AND EQUIPMENTS

Sl. No.	Description of key plant & equipment's	No.

Signature of Contractor

Annexure – II

Vendor details		
Sr.	**Particular**	**Details**
1	Name of the Vendor	
2	Constitution of the Vendor (Proprietor, HUF, Partnership Firm, LLP, Private/Public Company, Society/Club/Trust/AOP, Foreign Company, Govt. Dept.,	
3	PAN of the Business (along with copy of PAN Card)	
4	Software used by your organization for accounting purpose	
5	Details of Goods (along with HSN Code/ Excise classification) being/to be supplied to our	
6	Details of Services (along with HSN code) being/to be supplied to our organization	
7	Following details for **each supplying State (from which material/services is being or proposed to be supplied to us**) *[Refer Comments]*	
8	Nature of the Vendor (SEZ unit/SEZ Developer/STPI Unit/Normal entity/Foreign	
9	Category of vendor (Normal registered / Registered under composition/ Unregistered / Located outside	
10	Address with Pin code Number	
11	State code (Code as prescribed under GST)	
12	Latest Contact No.	
13	Latest Fax No. (if any)	
14	Latest E-mail ID (if any)	
15	GSTIN allotted by the Government (along with registration certificate)	
16	Effective date of registration	
17	Name of the Bank	
18	Account No.	
19	MICR Code	
20	IFSC Code	

Comments:

1. The information at Sl. No. 8 to 16 needs to be provided for each of the supplying State separately to us.
2. In case, you have obtained more than one registration in a State for different business verticals, the information at Sl. No. 8 to 16 needs to be provided for the additional registrations in the same State separately.

CORRECTIONS _____ DELITIONS_____ ADDITIONS_____

CONTRACTOR Asstt. Genl. Manager (EM)

FOOD CORPORATION OF INDIA

PROFORMA FOR AGREEMENT

THIS AGREEMENT made this …… day of …….. between the Food Corporation of India, established under the Food Corporation Act, 1964 having its Head Office at 16-20, Barakhamba Lane, New Delhi and its Regional Office at **Arunachal Building, Exhibition Road, Patna-800 001.** (Which expression shall mean and include its successor or successors in office and assignee) acting through the A.G.M. (Engg.), Food Corporation of India, Regional Office, Satellite, Patna – 1. Hereinafter called 'The Corporation' on the one part and M/s. / Shri …… hereinafter called the "Contractor" which expression shall mean and include their heirs executors and administrators and assignee) of the other part.

WHEREAS The Corporation being desirous of having provided and executed certain works mentioned, enumerated or referred to in the specifications, conditions of contract, schedule of quantities of works, drawings, and other documents consisting of the "Tender" and acceptance thereof, copy hereto annexed, all of which are deemed to form part of this contract and are included in the term CONTRACT whenever herein used.

AND WHEREAS The Corporation accepted the tender of Contractor …… for the provision and the execution of the said work at the rates stated in the Schedule of quantities of work (hereinafter called the "Schedule of rates") upon the terms and subject to the condition of contract.

NOW THIS AGREEMENT WITNESSTH & IT IS HEREBY agreed and declared as follow:

1. In consideration of the payments to be made to the contractor for the work to the executed by him, the contractor does hereby covenants with the Corporation that the contractor shall and will duly provide, execute, and complete the said works on or before the dates mentioned in the said conditions attached to the tender documents and shall maintain the same at his own cost for a period of six/twelve months thereafter, perform another acts and things in the contract mentioned described of which are to be implied there from or may be reasonably necessary, for the completion of the said works and in the manner and subject to the terms and conditions of stipulations mentioned in the contract.

2. In consideration of the due provision, execution, and completion of the said works the Corporation does hereby agree with the contractor that the Corporation will pay to the contractor of the respective amount for the work actually done by him at the "Schedule or Rate" as contained in the appended schedule and such other sums as may become payable to the contractor under the provisions of the contract, such payments to be made at such time and in such manner as provided for in this agreement.

3. The contractor has furnished a sum of ₹. _____ as Earnest Money and agrees that the balance Security Deposit amounting to ₹. _____ shall be recovered from the bills payable to the contractor from time to time till the whole of the Security Deposit of ₹. _____ stipulated in the memorandum of the tender and clause of the "Condition of the Contract is recovered.

CORRECTIONS _____ DELITIONS_____ ADDITIONS_____

CONTRACTOR Asstt. Genl. Manager (EM)

4. In consideration of the due provision, execution and completion of the said works, the contractor does hereby agree to pay the Corporation the sum as may be due to the other sum or sums as may become payable to the Corporation towards loss / damage to the Corporation's equipment, materials, plant and machinery, liquidated damages, if any as set forth in the s a i d conditions of contract such payments to be made at such time and in such manner as is provided in the contractor.

IN WITNESS WHEREOF the parties have executed these presents in duplicate the date and year first above written.

SIGNED AND DECLIVERED FOR AND ON BEHALF OF
M/s. / Shri …… IN THE PRESENCE OF

WITNESS .. 1.

2.

SIGNED AND DELIVERED FOR AND ON BEHALF
OF THE FOOD CORPORATION OF INDIA
IN THE PRESENCE OF

WITNESS. 1.

2.

FOOD CORPORATION OF INDIA

INDENTURE FOR SECURED ADVANCES (PROFORMA)

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

THIS INDENTURE made the …….. day …… move between M/s. …… 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 FOOD CORPORATION having its registered office at 16-20, Barakhamba Lane, New Delhi and acting of the other part hereinafter called the **"CORPORATION"**

WHEREAS by and agreement dated ……. (Hereinafter called the said agreement) the Contractor has agreed to execute the work of …….. AND **WHEREAS** the Contractor has requested the Corporation 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 and 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 Corporation has agreed to advance to the Contractor 75% of the value of the materials collected at the site and certified by the Engineer-in-charge on the security of materials and quantities and other particulars of which are detailed in a running account bill signed by the Contractor and the Corporation has reserved to itself 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 agreement and in consideration of payment of the sum of ₹. _____ on or before the executive of those presents paid to the contractor by the Food Corporation (the receipt whereof the contractor does hereby acknowledge) and of such further advances (if any) as may be made to him as aforesaid, the contractor both hereby conversant and agree with the Corporation and declare as follows:

1. That the said 75% payment paid by the Corporation to the Contractor 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 Running Account Bill which have been offered to and accepted by the Corporation as security are absolutely the Contractor's own property and to 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 Corporation against all claims to any materials in respect of which 75% advance payment has been made to him as aforesaid.

3. That the materials detailed in the said Running Account Bill 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 Engineer-in-charge Food Corporation of India and in the terms of the said agreement.

4. That the Contractor shall make at his own cost all necessary and adequate arrangements for the proper watch, safe custody and 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 be all times be open to inspection by the Engineer-in-charge Food Corporation of India, or any Officer authorized by him. In the event of the said materials getting damaged or becoming deteriorated in a greater degree than is due to reasonable use and were thereof, the Contractor will forthwith repair and make good the same as required by the Engineer-in-charge.

5. That the said materials shall not on any account be removed from the site of the said works except within the written permission of the Engineer-in-charge of the Corporation or an officer authorized by him in that behalf.

6. That the advances shall be repayable in full when or before the contractor receives payment from the Corporation 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 then on the occasion of each such payment the Corporation will be at liberty to make 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 owning to the Corporation shall immediately on the happening of such default be repayable by the Contractor to the Corporation together with interest thereon at twelve percent per annum from the date or respective dates or of such advance or advances of the date of repayment and with all costs, charges, damages and expenses incurred by the Corporation in or for the recovery thereof or the enforcement of this security or otherwise by reasons of the default of the Contractor and the Contractor hereby Covenants and agree with the Corporation to repay and pay the same respectively to Corporation accordingly.

8. That the contractor hereby charges all the said materials with the repayment to the Corporation of the said sum advanced and any further sum or sums advanced as aforesaid and all cost, 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 hereinbefore contained shall become enforceable and the money owing shall and repayment hereinbefore contained shall become enforceable and the money owning shall not be paid in accordance therewith the Engineer-in-charge Food Corporation of India _____ _____ may at any time thereafter adopt all or any of following courses as he may deem best:

   (a) Seize and utilize the said materials or any part thereof in the completion of the said works on behalf of the Contractor in accordance with the provisions in that behalf contained in the said agreement debiting and contractor with the actual cost of effecting such completion and the amount due in respect of advance under 'these presents and crediting the Contractor with the value of work done as if he had carried it out in

accordance with said agreement and at the rates thereby provided. If the balance is against the Contractor he is to pay the same to the Corporation 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 retained all the sums aforesaid repayable or payable to the Corporation 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 referred to the **GENERAL MANAGER (ENGINEERING),** Food Corporation of India, New Delhi whose decision shall be final, I witness whereof the parties have executed these presents in duplicate the day and year first above written.

Signed and delivered for and on behalf of
Contractor In the presence of

WITNESSES :

1. Signature
   Name
   Address
2. Signature
   Name
   Address

Signed by and delivered and on behalf of the Food Corporation of India

In the presence of
WITNESSES :

1. Signature
   Name
   Address
2. Signature
   Name
   Address

PERFORMANCE GUARANTEE / BANK GUARANTEE BOND

In consideration of the Food Corporation of India having offered to accept the terms and conditions of proposed agreement between …….. and …… (Hereinafter called the said contractor(s) for the work …….. (Hereinafter called "the said agreement") having agree to production of an irrevocable bank guarantee for Rs…….. (Rupees……only) as a security/ guarantee from the Contractor (s) for Compliance of his obligations in accordance with the terms & Condition in the said agreement.

1. We……. (Hereinafter referred to as the "Bank") hereby undertake to pay to the FCI an amount not exceeding Rs…… (Rupees…….. only) on demand by the Government.

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

3. We, the said Bank, further undertake to pay to the FCI 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 contained shall (indicate the name of bank remain full force and effect during tile period that would be taken for the performance of the said agreement and it shall continue to be enforceable till all the dues of the FCI under for by virtue if the said agreement have been fully paid and its claims satisfied or discharged till the Engineer-in-charge on behalf of the FCI 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 FCI that the FCI (indicate the name of the Bank shall have the fullest liberty without our Consent and without effecting in any manner obligations hereunder 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 of the powers exercisable by the FCI against the said contractor (s) and to forbear) or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractor for any forbearance act of omission on the part of the FCI or any indulgence by the FCI 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 or have effect of so relieving us

6. The Guarantee will not be discharged due to the change in the constitution of the bank of the Contractor(s).

7. We…….. lastly undertake not to revoke this Guarantee except with (indicate the name of the Bank) the previous consent of the FCI in writing.

8. This Guarantee shall be valid up to unless extended on demand by the FCI notwithstanding anything mentioned above, our liability against this guarantee restricted to Rs…….. (Rupees…….. Only) and unless a claim in writing is lodged liabilities under Guarantee shall stand discharged.

Dated the …….. Day of …….. For ……

Indicate the name of the Bank

CORRECTIONS _____ DELITIONS_____ ADDITIONS_____

CONTRACTOR Asstt. Genl. Manager (EM)

GUARANTEE TO BE EXECUTED BY CONTRACTOR FOR REMOVAL OF DEFECTS AFTER COMPLETION

Name of work:

This Agreement made this …….. day of ……. Two thousand and …… between …… son of …….. (Hereinafter called the Guarantor of the one part) and the Food Corporation of India (hereinafter called Corporation of the other part.

WHEREAS this agreement in supplementary to a contract (hereinafter called the Contract) dated …….. and made between the GUARANTOR of the one part and the Corporation of the other part whereby the Contractor, inter-alia undertook to rehabilitate & strengthen structures in the said contract.

AND WHEREAS GUARANTOR agreed to give a guarantee to the effect that the said structures will remain structurally stable, safe & sound for five years from the date of completion of work.

NOW THE GUARANTOR hereby guarantees that work undertaken by him will render the repaired structures completely safe and the minimum life of such work executed by the GUARANTOR treatment shall be five years to be reckoned from the date after the maintenance period prescribed in the contract.

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

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

IN WITNESS WHEREOF these presents have been executed by the Obligor …….. and by …… and for and on behalf of the Food Corporation of India on the day, month and year first above written.

Signed, sealed and delivered by OBLIGOR in the presence of :

1.
2.

Signed for and on behalf of Food Corporation of India
In the presence of
1.
2.

CLIENT'S CERTIFICATE REG. PERFORMANCE OF CONTRACTOR

Name & address of the Client

…… Details of Works executed

by Shri / M/s. …….

1.	Name of work with brief particulars	
2.	Agreement No. and date	
3.	Agreement amount	
4.	Date of commencement of work	
5.	Stipulated date of completion	
6.	Actual date of completion	
7.	Details of compensation levied for delay (indicate amount) if any	
8.	Gross amount of the work completed and paid	
9.	Name and address of the authority under whom works executed	
10.	Whether the contractor employed qualified Engineer/Overseer during execution of work	
11.	i) Quality of work (indicate grading) ii) Amount of work paid on reduced rates, if any	Outstanding/Very Good/Good/Poor
12.	i) Did the contractor go for arbitration? ii) If yes, total amount claim iii) Total amount awarded	
13.	Comments on the capabilities of the Contractor a) Technical Proficiency b) Financial soundness c) Mobilization of adequate T&P d) Mobilization of manpower e) General behavior	 Outstanding/Very Good/Good/Poor Outstanding/Very Good/Good/Poor Outstanding/Very Good/Good/Poor Outstanding/Very Good/Good/Poor Outstanding/Very Good/Good/Poor

"Countersigned
Reporting Office
With Office Seal"

Signature of the Officer of the rank of
Executive Engineer or Equivalent Officer
Or Engineer-in-charge

CORRECTIONS _____ DELITIONS_____ ADDITIONS_____

CONTRACTOR Asstt. Genl. Manager (EM)

FOOD CORPORATION OF INDIA
REGIONAL OFFICE PATNA

Name of work: Comprehensive Renovation and Electrical Upgradation of Old Chowkidar Quarters including Replacement of Dilapidated Installations, Provision of Energy Efficient LED Lighting and Allied Works to Make the Building Fit for Use at FSD Buxar.

Schedule of Quantity

Sl.	Description	QTY	Unit	Rate	Amount
1	Supplying and fixing of following ways surface/ recess mounting, vertical type, 415 V, TPN MCB distribution board of sheet steel, dust protected, duly powder painted, inclusive of 200 A tinned copper bus bar, common neutral link, earth bar, din bar for mounting MCBs (but without MCBs and incomer) as required. (Note: Vertical type MCB TPDB is normally used where 3 phase outlets are required.) (a) 4 way (4 + 12), Double door	1	Each	₹ 7,951.00	₹ 7,951.00
2	Supplying of XLPE Armoured cable with aluminium conductor of 1.1 KV grade confirming to IS:7098 (Part- I) 1988 with up-to-date amendments of the following size as required. (a) 3.5 x 25 sq.mm	460	Metre	₹ 764.00	₹ 351,440.00
3	(b) 4 x 16 sq.mm	80	Meter	₹ 625.00	₹ 50,000.00
4	Laying of one number PVC insulated and PVC sheathed / XLPE power cable of 1.1 KV grade of following size in the existing RCC/ HUME/ METAL pipe as required (a) Up to 35 sq. mm	18	Meter	₹ 47.00	₹ 846.00
5	Laying of one number PVC insulated and PVC sheathed / XLPE power cable of 1.1 KV grade of following size direct in ground including excavation, sand cushioning, protective covering and refilling the trench etc as required. (a) Up to 35 sq. mm	470	Metre	₹ 453.00	₹ 212,910.00
6	Laying and fixing of one number PVC insulated and PVC sheathed / XLPE power cable of 1.1 KV grade of following size on wall surface as required. (a) Up to 35 sq. mm	52	Metre	₹ 64.00	₹ 3,328.00
7	Supplying and fixing of light class G.I. pipe of 50 mm dia. (nominal) 3 metres length along the pole for protection of underground cable as required.	6	Each	₹ 2,783.00	₹ 16,698.00
8	Supplying and making end termination with brass compression gland and aluminium lugs for following size of PVC insulated and PVC sheathed / XLPE aluminium conductor cable of 1.1 KV grade as required. (a) 3½ X 25 sq. mm (25mm)	2	Each	₹ 330.00	₹ 660.00
9	(b) 4 X 16 sq. mm (28mm)	4	Each	₹ 366.00	₹ 1,464.00
10	Wiring for circuit/ submain wiring along with earth wire with the following sizes of FRLS PVC insulated copper conductor, single core cable in surface/ recessed medium class PVC conduit as required. a) 2 X 2.5 sq. mm + 1 X 2.5 sq. mm earth wire	620	Metre	₹ 414.00	₹ 256,680.00
11	b) 2 X 4 sq. mm + 1 X 4 sq. mm earth wire	200	Metre	₹ 476.00	₹ 95,200.00
12	c) 2 X 6 sq. mm + 1 X 6 sq. mm earth wire	60	Metre	₹ 652.00	₹ 39,120.00
13	Wiring for light point/ fan point/ exhaust fan point/ call bell point with 1.5 sq.mm FRLS PVC insulated copper conductor single core cable in surface / recessed medium class PVC conduit, with modular switch, modular plate, suitable GI box and earthing the point with 1.5 sq.mm FRLS PVC insulated copper conductor single core cable etc. as required. a) Group C	120	Each	₹ 1,704.00	₹ 204,480.00
14	Supplying and fixing following size/ modules, GI box along with modular base & cover plate for modular switches in recess etc. as required. (a)6 Module (200mmX75mm)	48	Each	₹ 462.00	₹ 22,176.00

CORRECTIONS _____ DELITIONS_____ ADDITIONS_____

CONTRACTOR Asstt. Genl. Manager (EM)

15	Supplying & fixing suitable size GI box with modular plate and cover in front on surface or in recess including providing and fixing 25 A modular socket outlet and 25 A modular SP MCB, "C" curve including connections, painting etc. as required.	24	Each	₹ 807.00	₹ 19,368.00
16	Supplying and fixing following way, single pole and neutral, sheet steel, MCB distribution board, 240 volts, on surface/ recess, complete with tinned copper bus bar, neutral bus bar, earth bar, din bar, interconnections, powder painted including earthing etc. as required. (But without MCB/RCCB/Isolator) (a) 12-way Double door	8	Each	₹ 2,871.00	₹ 22,968.00
17	Supplying and fixing following way, horizontal type three pole and neutral, sheet steel, MCB distribution board, 415 V, on surface/ recess, complete with tinned copper bus bar, neutral bus bar, earth bar, din bar, interconnections, powder painted including earthing etc. as required. (But without MCB/RCCB/Isolator) (a) 4 way (4 + 12), Double door	2	Each	₹ 4,377.00	₹ 8,754.00
18	Supplying and fixing 5 amps to 32 amps rating, 240/415 volts, 10 kA, "C" curve, miniature circuit breaker suitable for inductive load of following poles in the existing MCB DB complete with connections, testing and commissioning etc. as required. (a) Single Pole & Neutral	30	Each	₹ 643.00	₹ 19,290.00
19	(b) Single pole	100	Each	₹ 285.00	₹ 28,500.00
20	(c) Triple pole & Neutral	6	Each	₹ 1,301.00	₹ 7,806.00
21	(d) Triple pole	4	Each	₹ 1,070.00	₹ 4,280.00
22	Supplying and fixing following modular switch/ socket on the existing modular plate & switch box including connections but excluding modular plate etc. as required. (a) 15/16 A switch	96	Each	₹ 140.00	₹ 13,440.00
23	(b) 6 pin 15/16 A socket outlet	96	Each	₹ 156.00	₹ 14,976.00
24	Supplying and fixing metal box of following sizes (nominal size) on surface or in recess with suitable size of phenolic laminated sheet cover in front including painting etc. as required. (a) 200 mm X 150 mm X 60 mm	64	Each	₹ 406.00	₹ 25,984.00
25	Supplying and fixing 3 pin, 5 A ceiling rose on the existing junction box/ wooden block including connections etc. as required.	18	Each	₹ 104.00	₹ 1,872.00
26	Earthing with G.I. earth pipe 20.5 metre long, 40 mm dia including accessories, and providing masonry enclosure with cover plate having locking arrangement and watering pipe etc. (but without charcoal/ coke and salt) as required.	6	Each	₹ 16,896.00	₹ 101,214.00
27	Supplying and laying 25 mm X 5 mm G.I strip at 0.50 metre below ground as strip earth electrode, including connection/ terminating with G.I. nut, bolt, spring, washer etc. as required. (Jointing shall be done by overlapping and with 2 sets of G.I. nut bolt & spring washer spaced at 50mm)	20	Metre	₹ 160.00	₹ 3,200.00
28	Providing and fixing 25 mm X 5 mm G.I. strip on surface or in recess for connections etc. as required.	16	Metre	₹ 287.00	₹ 4,592.00
29	Supplying and fixing of 32 mm dia X 1.00 metres long G.I. pipe (medium class) bracket for mounting of fluorescent / HPMV / HPSV street light fitting on pole including bending the pipe to the required shape, 2 nos 40 mm X 3 mm flat iron clamps with nuts, bolts and washer, painting the flat iron with primer and finish paint etc. as required.	18	Each	₹ 1,248.00	₹ 22,464.00
30	Supplying and drawing of 1.5 Sq.mm, three core PVC insulated and FR PVC Round Sheathed, Copper Conductor (flexible) industrial cable, 1100 Volts, conforming to IS: 694 in the existing surface/ recessed steel/ PVC conduit as required.	45	Metre	₹ 148.00	₹ 6,660.00

CORRECTIONS _____ DELITIONS_____ ADDITIONS_____

CONTRACTOR Asstt. Genl. Manager (EM)

31	LED Batten light (System lumen efficacy >135 lm/Watt) lm/Watt) Supplying, installation, Testing & Commissioning of LED surface mounted Batten light of following body material and construction as per IS : 10322 with driver (Replaceable) as per the requirement with Driver efficiency >85% ,Operating voltage AC 140 270 Volt, frequency 50/60 hz, Operating temp range -5 0C to 40 0C, internal surge protection of 2.5 KV with Short & Open circuit protection ,THD < 10% , P. F.≥0.95, IP20, CRI >80, Flicker free (flicker should be below 5 %), life time (LED, Driver & electrical circuitry), of minimum 50000 Burning Hours with 70% of initial Lumen maintained till life ends, CCT 3000°K / 4000°K / 5700°K /6500°K (As per ANSI Bin), SDCM(Standard Deviation Color Matching) <3, Maximum power consumption should not more than the specified rating and Fixture shall be of relevant BIS standard. Manufactures Word Mark/ Name Engraved/ Embossing/ Screen printing on housing complete in all respect i/c external connections with 1.5 sq. mm FRLS/HFFR, PVC insulated copper conductor single core cable and earthing etc. as required with Minimum 5-year OEM warranty. System lumen efficacy >135 lm/Watt output. LM79 & LM80 Test report and all testing required for LED fixtures as per BIS shall be submitted. Shape size and CCT shall be as approved by Engineer-in-Charge as per requirement. (Thermal management: heat sink of aluminium housing such that LED junction temperature shall not rise above 90°C). Powder coated die cast /Extruded aluminium Body (Thickness > 1.20 mm) (a) 40 watts	120	Each	837	₹ 100,440.00
32	LED Street light fixture, powder coated pressure die cast aluminium body (System lumen efficacy >135 lm/Watt). Supplying, Installation, Testing & Commissioning of Street light LED fixture, powder coated pressure die cast aluminium body with built in or separate driver as per the requirement with Driver efficiency >85%, Input voltage: 140-270 Volt AC, frequency 50/60 hz, Operating temp range -5 0C to 50 0C, internal surge protection of 5 KV L,N,E as per IEC 61000-4-5, Driver efficiency >85%,THD < 10% as per IEC 61000-3-2, P. F.≥0.95, IP-66,IK-10, CRI >70, under voltage and over voltage protection, EMI-EMC as per CISPR-15, lenses for beam angle as per IESNA type I/II/III as per the width of the road and the project requirement., suitable to fit in up to 65mm dia pipe, life time (LED,Driver & electrical circuitary) of minimum 50000 Burning Hours with 70% of initial Lumen maintained till life ends as per LM80 extrapolation IES TM-21-11 report, CCT 3000°K / 4000°K / 5700°K /6500°K (As per ANSI Bin), SDCM(Standard Deviation Color Matching) <5, Maximum power consumption should not more than the specified rating and Fixture shall be of relevant BIS standard complete in all respect i/c external connections with 1.5 sq mm FRLS/HFFR, PVC insulated copper conductor single core cable and earthing etc. as required with Minimum 5 year OEM warranty. System lumen efficacy >135 lm/Watt output. LM79 & LM80 Test report and all testing required for LED fixtures as per BIS shall be submitted. Shape size and CCT shall be as approved by Engineer-in-Charge as per requirement. (Thermal management: heat sink of aluminium housing such that LED junction temperature shall not rise above 90°C). (a) 72 watts	18	Each	₹ 2,578.00	₹ 46,404.00
33	Supply, Installation, Testing and Commissioning of LED batten holder complete with minimum 9 W, 2-Star rated LED bulb having luminous efficacy ≥100 lm/W, colour temperature 3000–6500 K, CRI ≥80, suitable for 230 V, 50 Hz AC supply, including connections, fixing accessories and all necessary components complete as required.	24	Each	₹ 225.00	₹ 5,400.00
34	Supply, Installation, Testing and Commissioning of ceiling fan with Brush Less Direct Current (BLDC) Motor, class of insulation: B, 3 nos. metal(Aluminium alloy) blades, 30 cm long down rod, 2 nos. canopies, shackle kit, safety rope, copper winding, steel/Al body Power Factor not less than 0.9, Service Value (CM/M/W) minimum as below, 350 RPM (tolerance as per IS : 374-2019), THD (Total Harmonic Distortion) less than 10%, suitable for operation with regulator for speed control and all remaining accessories including safety pin, nut bolts, washers, temperature rise=75 0C (max.), insulation resistance more than 2 mega ohm, suitable for 230 V, 50 Hz, single phase AC supply, Ceiling Fan compliant to IS 374:2019 fan i/c external connections with 1.5 sq.mm FRLS/HFFR, PVC insulated copper conductor single core cable and earthing etc. as required. (a)1200mm, service value ≥ 6.0 CM/Min/Watt, air delivery 210 CM/Min (Minimum)	16	Each	₹ 2,695.00	₹ 43,120.00

CORRECTIONS _____ DELITIONS_____ ADDITIONS_____

CONTRACTOR Asstt. Genl. Manager (EM)

35	Supplying and installation following size of perforated painted with powder coating M.S. cable trays with perforation not more than 17.5%, in convenient sections, joined with connectors, suspended from the ceiling with two numbers MS/GI Suspenders i/c base of suitable size MS/GI angle, bolts & nuts, painting suspenders, fastener etc as required. (a) 100 mm width X 50 mm depth X 1.6 mm thickness	60	Meter	₹ 623.00	₹ 37,380.00
36	Supply, testing and commissioning of 9 meter high octagonal pole made of hot dip galvanised G.I. sheet 70 mm top diameter, 130 mm bottom diameter, thickness 3 mm, base plate dimensions of 200 x 200 x 12 mm, suitable for wind speed as per IS 875 part III, fixed head frame including 4 nos EN-8 grade M20x600 mm foundation bolt fixed in existing RCC foundation along with nuts, washers, anchor plate etc., complete as required.	12	Each	₹ 11628.00	₹ 139,536.00
37	Dismantling of existing 20/25 mm dia PVC conduit including all old fittings, fixtures and accessories fixed on surface at any height, and making good the surface, complete as required.	60	Kg	₹ 52.00	₹ 3,120.00
38	Supply of 300 mm sweep exhaust fan having power input ≥75 W, speed ≥1200 RPM, air delivery ≥900 m^3/hr, suitable for 230 V, 50 Hz, single phase AC supply with noise level ≤50 dB, including all mounting arrangements, wiring with suitable size copper conductor, earthing and all necessary accessories complete as required.	16	Each	₹ 2163.00	₹ 34,608.00
39	Supplying, installation, Testing and commissioning of 70W LED Well Glass fitting made up of pressure die cast aluminium housing with IP 66, IK 07, System efficacy of ≥100 lm/W, colour temp 5700 K, THD (%) ≤ 10 and fixing on wall/truss/pole with suitable clamps and nut bolts including giving connection etc., at site of work as required.	10	Each	₹ 7998.00	₹ 79,980.00
40	Erection of metallic pole of following length in cement concrete 1:3:6 (1 cement: 3 coarse sand: 6 graded stone aggregate 40 mm nominal size) foundation including excavation and refilling etc. as required. a) Above 8.0 meter and up to 11.0 meter	12	Each	₹ 8300.00	₹ 99,600.00
41	Installation, Testing and Commissioning of exhaust fan in the existing opening, including making good the damage, connection, testing, commissioning etc. as required. a) Up to 450 mm sweep	16	Each	₹ 556.00	₹ 8,896.00
Grand Total:					**₹ 2,166,805.00**

CORRECTIONS _____ DELITIONS_____ ADDITIONS

CONTRACTOR

Signature Not Verified
Digitally signed by VINOD KUMAR
Date: 2026.05.04 13:45:12 IST
Location: eProcure-EPROC

Asstt. Genl. Manager (EM)