

NOTICE INVITING e-TENDER

Name of Work:	Annual Maintenance contract for painting of exterior surface of New OPD Block, PGIMER, Chandigarh.
NIT No. -	PGI/Engg/Const./2026/268
Time Limit: -	3 Months

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Certified that this NIT contains pages 1-73 and CPWD GCC 2023 for Maintenance works (pages 1-110), which are intact.

A.E. (P)

**H.E. (Construction)
PGI, Chandigarh.**

SECTION-I	PRESS NOTICE	
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**POSTGRADUATE INSTITUTE OF MEDICAL EDUCATION AND RESEARCH, CHANDIGARH
DEPARTMENT OF HOSPITAL ENGINEERING & PLANNING
CONSTRUCTION DIVISION**

NOTICE INVITING e-TENDER

The Hospital Engineer (Const.), PGIMER Chandigarh invites on behalf of the Director PGIMER Chandigarh **online Percentage rate bids** from the enlisted contractors of appropriate class in CPWD / Department of Posts / **BSNL** / Railways / M.E.S. / Chandigarh Administration / CHB / MC Chandigarh / State PWD's / HUDA / PUDA / State Electricity Boards & Corporations dealing in **Civil works** on two bid system (Eligibility Bid & Financial Bid) for the following work:-

NIT No.: PGI/Engg./Const./2026/268, **Name of Work:** Annual Maintenance contract for painting of exterior surface of New OPD Block, PGIMER, Chandigarh, **Estimated Cost:** Rs.61.88 Lakh, **Earnest Money:** Rs.1,23,760/-, **Period of Completion:** 3 Months, **Last date and time of submission of bid:** 01.06.2026 upto 3.00 PM, **Last date & time for submission of Original EMD or EMD exemption certificate for MSE/MSME:** 02.06.2026 upto 3.00 PM, **Date and time of opening of Eligibility bid:** 02.06.2026 at 4.00 PM.

The Original EMD or EMD exemption certificate for MSE/MSME as scanned & uploaded shall be deposited physically by all the intending bidders in the office of H.E. (Construction) as per above schedule failing which the bid shall be treated as invalid.

The MSME firms registered in NSIC under PP policy are exempted from payment of EMD for goods and services only.

The tender forms and other details can be obtained from the website: <https://eprocure.gov.in/eprocure/app> and official website of the PGIMER www.pgimer.edu.in, Press notice is also available on www.eprocure.gov.in. **The Contractors are requested to get their firm registered on the website <https://eprocure.gov.in/eprocure/app>, for participating in e-tendering process (Helpdesk No. for registration-9988447883).**

For any technical information Contact (0172-2755861).


A.E (P)

**Hospital Engineer (Construction)
PGIMER, Chandigarh**

SECTION-II	CHECK LIST	
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CHECK LIST FOR CONTRACTORS FOR SUBMISSION OF TENDERS ONLINE:

1. THE FIRM MUST UPLOAD THE NECESSARY DOCUMENTS AS MENTIONED IN LIST OF DOCUMENTS TO BE SCANNED AND UPLOADED WITHIN THE PERIOD OF BID SUBMISSION AT PAGE 10 OF BID DOCUMENTS.
2. IF ANY DISCREPANCY IS NOTICED BETWEEN UPLOADED EMD AT THE TIME OF SUBMISSION OF BID AND ORIGINAL EMD OR EMD EXEMPTION CERTIFICATE SUBMITTED PHYSICALLY BY THE BIDDERS IN THE OFFICE OF THE BID OPENING AUTHORITY, THE BID SUBMITTED SHALL BECOME INVALID.
3. TENDER TO BE WITNESSED AT SPECIFIED PAGE OF TENDERED DOCUMENTS AT THE TIME OF DRAWING AGREEMENT WITH THE SUCCESSFUL BIDDER.
4. THE TENDER / TENDERS CONTAINING CONDITIONS CONTRARY TO THOSE SPECIFIED IN THIS DOCUMENT SHALL BE SUMMARILY REJECTED.
5. THE INTENDING BIDDER SHALL QUOTE HIS PERCENTAGE RATE IN FIGURE ONLY. THE RATES IN WORDS, AMOUNT AND THE TOTAL IS GENERATED AUTOMATICALLY. THEREFORE, THE RATE QUOTED BY THE BIDDER IN FIGURES IS TO BE TAKEN AS CORRECT.
6. THE CONTRACTOR(S) SHALL QUOTE THE RATES KEEPING IN MIND, CPWD GENERAL CONDITIONS OF CONTRACT 2023 FOR MAINTENANCE WORKS, SPECIAL CONDITIONS OF CONTRACT ETC.
7. IT MAY BE NOTED THAT IN THE PRESENT CONTRACT CLAUSE 10B (ii), 10C, 10CA & 10CC ARE NOT APPLICABLE.
8. ONCE THE BID UPLOADED BY THE BIDDER IS WITHDRAWN, HE WILL NOT BE ALLOWED TO RESUBMIT HIS BID, HOWEVER, HE CAN EDIT HIS BID ANY NUMBER OF TIMES BUT BEFORE LAST DATE & TIME OF SUBMISSION OF BID.

<u>SECTION-III</u>	<u>Form- 6 FOR</u> <u>e TENDERING</u>	
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1. Percentage rate bids are invited on behalf of the Director, PGIMER, Chandigarh from the enlisted contractors of appropriate class in CPWD / Department of Posts / BSNL / Railways / MES. / Chandigarh Administration / CHB / MC Chandigarh / State PWD's / HUDA / PUDA / State Electricity Boards & Corporations dealing in civil works for the work of **“Annual Maintenance contract for painting of exterior surface of New OPD Block, PGIMER, Chandigarh.”**
The enlistment of the contractors should be valid on the last date of submission of bids. In case the last date of submission of bid is extended, the enlistment of contractor should be valid on the original date of submission of bids.
 - 1.1 The work is estimated to cost **Rs.61.88 Lakh**. This estimate, however, is given merely as a rough guide.
 - 1.2 Contractors who fulfill the following requirements shall be eligible to apply. Joint ventures are not accepted.
 - 1.2.1 Intending bidder is eligible to submit the bid provided he has definite proof from the appropriate authority, which shall be to the satisfaction of the competent authority, of having satisfactorily completed similar works of magnitude specified below in last 7 years ending last day of month to one in which tenders are invited:-
Three similar works each costing not less than **Rs.24.80 Lakh** OR Two similar works each costing not less than **Rs.37.10 Lakh** OR one similar work costing not less than **Rs.49.50 Lakh (Similar work shall mean “Civil works only”)**
The completion certificate should be certified by an officer not below the rank of Executive Engineer / Project manager/ General Manager of a firm/owner for whom work is executed (if private works are shown in support of eligibility, certified copy of the tax deducted at source certificate (TDS) shall be submitted alongwith the experience certificate and the TDS amount shall tally with the actual amount of work done).
The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum; calculated from the date of completion to last date of receipt of applications for bids.
 - 1.2.2 Should have had Average Annual Financial Turnover of **Rs.18.60 Lakh** on construction / Maintenance works during the last three years ending 31st March 2025 on the proforma of Form A attached page 67 of the bid document (**Scanned copy of Certificate from CA with Unique Document Identification Number (UDIN)** to be uploaded).
 - 1.2.3 Should not have incurred any loss in more than two years during the last five years ending 31st March 2025 on the proforma of Form-B attached page 67 of the bid document. (**Scanned copy of certificate from CA to be uploaded**).
 - 1.2.4 Should have a Banker's Certificate from a commercial Bank for **Rs.24.80 Lakh** on the proforma of form C attached at page-68 of bid documents (**Scanned copy of the original certificate to be uploaded**). The certificate shall be of current financial year.
OR
Should have a Net Worth certificate from CA with Unique Document Identification Number (UDIN) of Value not less than **Rs.6.20 Lakh** on the proforma of Form D attached page 68 of the bid document. (**Scanned copy of original to be uploaded**).
 - 1.2.5 Should have bidding capacity equal to or more than the estimated cost of the work put to tender on the proforma of form E attached at page-69 of bid documents (**Scanned copy of the original certificate to be uploaded**). The bidding capacity shall be worked out by the following formula:

$$\text{Bidding Capacity} = \{[A \times N \times 1.5] - B\}$$

Where,

A = Maximum turnover in construction works executed in any one year during the last seven years

taking into account the completed as well as works in progress. The value of completed works shall be brought to current costing level by enhancing at a simple rate of 7% per annum.

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

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

1.2.6 Should have Valid Certificate of Registration for GSTIN.

1.2.7 **To become eligible, the bidders shall have to furnish an affidavit on non judicial stamp paper duly attested by a notary public or District magistrate as under:-**

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

(b) -I/We have not been blacklisted / debarred in any Govt. Deptts / Boards / Corporations / Autonomous Bodies in any State / Central Government department etc. as on the date of submission of the bid in the present tender. **(Scanned copy to be uploaded at the time of submission of bid) Affidavit prior to the date of publication of E-tender notice shall not be considered.**

(c) That the deponent hereby undertakes that he / she / Directors(s) / partner (s) of the proprietor / firm/ company/ agency have never been convicted of any criminal offence.

(d) That I / We also undertake that the particulars given by me are true and correct to the best of any knowledge and belief and nothing has been concealed thereof. I am aware that in case of any discrepancy / false statement if found, it will lead to rejection of my bid / tender and the PGIMER, will debar / blacklist the proprietorship / firm / company / agency.

1.2.8 It is presumed that all the bidders who have submitted the bid have gone through the entire bid documents including integrity pact and that all the terms & conditions are acceptable to them.

2. Agreement shall be drawn with the successful bidders on CPWD General Conditions of Contract 2023 for Maintenance works which is available with the concerned Hospital Engineer and official website of the Institute <http://pgimer.edu.in>. and the bidders shall quote his rates as per various terms and conditions of the said form subject to the exclusions / modifications attached at page 26-28 which will form part of the agreement.

3. The time allowed for carrying out the work will be **3 Months** from the date of start as defined in Schedule-F or from the first date of handing over of the site, whichever is later, in accordance with the phasing, if any, indicated in the bid documents.

4. (i) The site for the work is available.

(ii) The architectural and structural drawings shall be made available in phased manner, as per requirement of the same as per approved programme of completion submitted by the contractor after award of the work. (Not applicable)

5. The bid document consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents except Standard General Conditions of Contract Form can be seen on website <https://eprocure.gov.in/eprocure/app> and official website of the PGIMER www.pgimer.edu.in free of cost.

6. After submission of the bid the contractor can re-submit revised bid any number of times but before last time and date of submission of bid as notified.

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

8. When bids are invited in Three stage system and if it is desired to submit revised financial bid then it shall be mandatory to submit revised financial bid. If not submitted then the bid submitted earlier shall become invalid.

9. Earnest Money in the form of Demand Draft or Pay order or Banker's Cheque or Deposit at Call Receipt or Fixed Deposit Receipt (drawn in favour of *Postgraduate Institute of Medical Education And Research, Chandigarh*) shall be scanned and uploaded to the e-Tendering website within the period of bid submission.

A part of earnest money is acceptable in the form of bank guarantee also. In such case, minimum 50% of earnest money or Rs. 20 Lakh, whichever is less, shall have to be deposited in shape prescribed above, and balance may be deposited in shape of Bank Guarantee of any scheduled bank having validity for six months or more from the last date of receipt of bids which is to be scanned and uploaded by the intending bidders.

The original EMD or EMD exemption certificate for MSE/MSME duly registered in NSIC under PP policy as scanned & uploaded shall be deposited physically by all the intending bidders in the office of H.E. (Construction) upto 3.00 PM on 02.06.2026 failing which the bid shall be treated as invalid.

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. However, certified copy of all the scanned and uploaded documents as specified in press notice shall have to be submitted by the lowest bidder within a week physically in the office of tender opening authority.

Online bid documents submitted by intending bidders shall be opened only of those bidders who have registered himself with M/s NIC Limited, Earnest Money Deposit and other documents scanned and uploaded are found in order.

The MSME firms registered in NSIC under PP policy are exempted from payment of EMD for goods services only submitted shall be opened on at 3.00 PM on 02.06.2026.

10. The bid submitted shall become invalid if:
- (i) The bidder is found ineligible.
 - (ii) The bidder does not upload all the documents as stipulated in the bid document.
 - (iii) If any discrepancy is noticed between the documents as uploaded at the time of submission of bid and hard copies as submitted physically by the lowest bidder in the office of bid opening authority.
 - (iv) The intending bidder does not deposit original EMD or EMD exemption certificate for MSE/MSME duly registered in NSIC under PP policy physically as scanned & uploaded upto 3.00 PM on 02.06.2026.
 - (v) If tendered quotes 'Nil' Charges against each item in item rate tender or does not quote any percentage above/ below on the total amount of the tender or any section / sub head in percentage rate tender, the tender shall be treated as invalid and will not be considered as lowest tenderer.
11. a) The contractor whose bid is accepted, will be required to furnish performance guarantee of 5% (Five Percent) of the tendered value or estimated cost put to the tender (ECPT) (whichever is higher) within the period specified in Schedule F. This guarantee shall be in the form of Deposit at Call receipt of any scheduled bank/Banker's cheque of any scheduled bank/Demand Draft of any scheduled bank/Pay order of any scheduled bank (in case guarantee amount is less than Rs. 1,00,000/-) or Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the prescribed form. In case the contractor fails to deposit the said performance guarantee within the period as indicated in Schedule 'F' including the extended period if any, the Earnest Money deposited by the contractor shall be forfeited automatically without any notice to the contractor. The Earnest Money deposited along with bid shall be returned after receiving the aforesaid performance guarantee.
12. b) Where the tendered amount is less than eighty percent (80%) of the Estimate Cost Put to Tender (ECPT), the Performance Guarantee, in addition to the requirement under (a) above, shall be increased by an amount equal to the difference between eighty percent (80%) of the ECPT and the tendered amount.

The contractor whose bid is accepted will also be required to furnish either copy of applicable licenses / registrations or proof of applying for obtaining labour licenses, registrations with GST, EPFO, ESIC and BOCW Welfare Board including Provident Fund Code No. if

applicable and also ensure the compliance of aforesaid provisions by the sub contractor, if any engaged by the contractor for the said work and Programme Chart (Time and Progress) within the Period specified in Schedule F.

13. The description of the work is as follows:

Annual Maintenance contract for painting of exterior surface of New OPD Block, PGIMER, Chandigarh.

Intending Bidders are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their bids as to the nature of the ground and sub-soil (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their bid. A bidder shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charge consequent on any misunderstanding or otherwise shall be allowed. The bidders shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a bid by a bidders implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plant, etc. will be issued to him by the Government and local conditions and other factors having a bearing on the execution of the work.

14. The competent authority on behalf of the Director PGIMER does not bind itself to accept the lowest or any other bid and reserves to itself the authority to reject any or all the bids received without the assignment of any reason. All bids in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the bidders shall be summarily rejected.
15. Canvassing whether directly or indirectly, in connection with bidders is strictly prohibited and the bids submitted by the contractors who resort to canvassing will be liable for rejection.
16. The competent authority on behalf of the Director PGIMER reserves to himself the right of accepting the whole or any part of the bid and the bidders shall be bound to perform the same at the rate quoted.
17. The contractor shall not be permitted to bid for works in the Institute's Engineering Department (responsible for award and execution of contracts) in which his near relative is posted as Divisional Accountant or as an officer in any capacity between the grades of Superintending Hospital Engineer and Junior Engineer (both inclusive). He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any gazetted officer in the Institute's Engineering Department. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of this Department.
18. No Engineer or other officers employed in Engineering or Administrative duties in Engineering Department of the Institute is allowed to work as a contractor for a period of one year after his retirement from Institute's service without the previous permission of the competent authority in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found at any time to be such a person who had not obtained the permission of the competent authority as aforesaid before submission of the tender or engagement in the contractor's service.
19. The bid for the works shall remain open for acceptance for a period of 75 days from the date of opening of eligibility cum technical bids. If any bidders withdraws his tender before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in


the terms and conditions of the bid which are not acceptable to the department, then the Institute shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid. Further the bidders shall not be allowed to participate in the rebidding process of the work.

20. This Notice inviting bid shall form a part of the contract document. The successful bidder/contractor, on an acceptance of his bid by the Accepting Authority, shall within 15 days from the stipulated date of start of the work sign the contract consisting of:
- a) The Notice Inviting Bid, all the documents including additional conditions, specifications and drawings etc., if any, forming the tender as issued at the time of invitation of bid and acceptance thereof together with any correspondence leading thereto.
 - b) Standard Form 7/8 or other Standard Form as applicable.
21. **For Composite Bids (Not Applicable)**
- 20.1.1 The Hospital Engineer in charge of the major component will call bids for the composite work. The cost of bid document Earnest Money will be fixed with respect to the combined estimated cost put to tender for the composite bid.
- 20.1.2 The bid document will include following three components:
- Part A:** - Form 6, Form 7/8 including schedule A to F for the major component of the work, Standard General Conditions of Contract for CPWD 2023, exclusions / modifications attached at Page No. 26-28 alongwith amendments uploaded on the official website of the Institute.
- Part B:** - General / specific conditions, specifications and schedule of quantities applicable to major component of the work.
- Part C:** - Schedule A to F for minor components of the work (Hospital Engineer in charge of the major component shall also be competent authority under Clause 2 and Clause 5 as mentioned in Schedule A to F for major component), general / specific conditions, specifications and schedule of quantities applicable to minor components of the work.
- 20.1.3 The bidders must associate himself, with agencies of the appropriate class eligible to bid for each of the minor component individually.
- 20.1.4 The eligible bidders shall quote percentage rates for all items of major component as well as for all items of minor components of work.
- 20.1.5 After acceptance of the bid by competent authority, the Hospital Engineer in charge of major component of the work shall issue letter of award on behalf of the Director, PGIMER. After the work is awarded, the main contractor will have to enter into one agreement with Hospital Engineer in charge of major component and has also to sign two or more copies of agreement depending upon number of Hospital Engineer in charge of minor components. One such signed set of agreement shall be handed over to Hospital Engineer in charge of minor component. Hospital Engineer of major component will operate part A and part B of the agreement. Hospital Engineer in charge of minor component(s) shall operate part C alongwith part A of the agreement.
- 20.1.6 Entire work under the scope of composite bid including major and all minor components shall be executed under one agreement.
- 20.1.7 Security Deposit (PBG) will be worked out separately for each component corresponding to the estimated cost of the respective component of works.
- 20.1.8 The main contractor has to associate agency(s) for minor component conforming to eligibility criteria as defined in the tender documents and has to submit detail of such agency(s) to Engineer-in-charge of minor component within prescribed time. Name of the agency(s) to be associated shall be approved by Engineer-in-charge of minor component.
- 20.1.9 In case the main contractor intends to change any of the above agency/agencies during the operation of the contract, he shall obtain prior approval of Engineer-in-charge of minor component. The new agency/agencies shall also have to satisfy the laid down eligibility criteria. In case Engineer-in-charge is not satisfied with the performance of any agency, he

- can direct the contractor to change the agency executing such items of work and this shall be binding on the contractor.
- 20.1.10 The main contractor has to enter into agreement with the contractor(s) associated by him for execution of minor component. Copy of such agreement shall be submitted to Hospital Engineer in charge of minor component as well as to Hospital Engineer in charge of major component. In case of change of associate contractor, the main contractor has to enter into agreement with the new contractor associated by him.
- 20.1.11 Running payment for the major component shall be made by Hospital Engineer of major discipline to the main contractor. Running payment for minor components shall be made by the Engineer-Incharge of the discipline of minor component directly to the main contractor.
- 20.1.12 (a) The composite work shall be treated as complete when all the components of the work are completed. The completion certificate of the composite work shall be recorded by Engineer-in-charge of major component after the completion certificate of all other components.
- (b) Final bill of whole work shall be finalized and paid by the Hospital Engineer of major component. Engineer in charge of minor component will prepare and pass the final bill for their component of work and pass on the same to the Hospital Engineer of major component for including in the final bill for composite contract.
22. All the payments to the contractor shall be deposited in their bank account through RTGS and the contractor shall submit the detail of his bank account & IFSC code after award of work.
23. In case, date for opening of Eligibility /Technical / Financial bid is declared/happens to be public holiday, the Eligibility / Technical/ Financial bid will be opened on the next working day.
24. The contractor shall comply to the "Solid Waste Management Byelaws 2018" & "Construction & Demolition Rules 2016". Any penalty imposed by the competent authority on account of non-compliance of these provisions, if not deposited in time by the contractor, would be recovered from the payment due to the contractor.
25. **GUARANTEE BOND:-** Five years Guarantee bond on the prescribed proforma attached at page 63 shall be submitted by the contractor which shall also be signed by both the authorised applicator of the manufacturer and the contractor to meet their liability / liabilities under the guarantee bond. However, the sole responsibility about efficiency of painting work shall rest with the contractor. The security deposit @ 10% (Ten per cent) of the tendered value shall retained by the Institute as Security Deposit which can be released against the bank guarantee of equivalent amount from a scheduled bank in favour of Director PGIMER Chandigarh valid for a period of five years and the said bank guarantee shall be released to the contractor after five years from the date of completion of the entire work, if the performance of the treatment is found satisfactory. If any defect is noticed during the guarantee period, the contractor shall rectify it within 15 days of receipt of intimation of defects in the work. If the defects pointed out are not attended to within the specified period, the same will be got done from another agency at the risk and cost of contractor.

A.E. (P)

H.E. (Const.)

<u>SECTION-IV</u>	INFORMATION AND INSTRUCTIONS FOR BIDDERS	
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INFORMATION AND INSTRUCTIONS FOR BIDDERS FOR E-TENDERING FORMING PART OF BID DOCUMENT

The Hospital Engineer (Const.), PGIMER Chandigarh on behalf of the Director PGIMER Chandigarh invites **online Percentage rate bids** from the enlisted contractors of appropriate class in CPWD / Department of Posts / BSNL / Railways / M.E.S. / Chandigarh Administration / CHB / MC Chandigarh / State PWD's / HUDA / PUDA / State Electricity Boards & Corporations dealing in **civil works** on two bid system for the following work:-

1.	NIT No.	PGI/Engg./Const./2026/268
2.	Name of work & Location	Annual Maintenance contract for painting of exterior surface of New OPD Block, PGIMER, Chandigarh.
3.	Estimated cost put to bid	Rs.61.88 Lakh
4.	Earnest Money	Rs. 1,23,760/-
5.	Period of Completion	3 Months
6.	Last date & time of submission of bid and other documents as specified in the press notice	01.06.2026 upto 3.00 PM
7.	Last date & time for submission of Original EMD or EMD exemption certificate for MSE/MSME duly registered in NSIC under PP policy.	02.06.2026 upto 3.00 PM
8.	Date & Time of opening of Eligibility bid	02.06.2026 at 4.00 PM

1. Contractors who fulfill the following requirements shall be eligible to apply. Joint ventures are not accepted.
 - a) Should have satisfactorily completed the works as mentioned below during the last Seven years ending last day of month to one in which tenders are invited:-
Three similar works each costing not less than **Rs.24.80 Lakh** OR Two similar works each costing not less than **Rs.37.10 Lakh** OR one similar work costing not less than **Rs.49.50 Lakh. (Similar work shall mean "Civil works only").**
The completion certificate should be certified by an officer not below the rank of Executive Engineer / Project manager/ General Manager of a firm/owner for whom work is executed (if private works are shown in support of eligibility, certified copy of the tax deducted at source certificate (TDS) shall be submitted alongwith the experience certificate and the TDS amount shall tally with the actual amount of work done).
The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum; calculated from the date of completion to last date of receipt of applications for bids.
 - b) Should have Valid Certificate of Registration for GSTIN.
 - c) Should have had Average Annual Financial Turnover of **Rs.18.60 Lakh** on construction / Maintenance works during the last three years ending 31st March 2025 on the proforma of Form A attached page 67 of the bid document (**Scanned copy of Certificate from CA with Unique Document Identification Number (UDIN)** to be uploaded
 - d) Should not have incurred any loss in more than two years during the last five years ending 31st March 2025 on the proforma of Form-B attached page 67 of the bid document. (**Scanned copy of certificate from CA to be uploaded**).

- e) Should have a Banker's Certificate from a commercial Bank for **Rs.24.80 Lakh** on the proforma of form C attached at page-68 of bid documents (**Scanned copy of the original certificate to be uploaded**). The certificate shall be of current financial year.

OR

Should have a Net Worth certificate from CA with Unique Document Identification Number (UDIN) of Value not less than **Rs.6.20 Lakh** on the proforma of Form D attached page 68 of the bid document. (**Scanned copy of original to be uploaded**).

- g) Should have bidding capacity equal to or more than the estimated cost of the work put to tender on the proforma of form E attached at page-69 of bid documents (**Scanned copy of the original certificate to be uploaded**). The bidding capacity shall be worked out by the following formula:

$$\text{Bidding Capacity} = \{[A \times N \times 1.5] - B\}$$

Where,

A = Maximum turnover in construction works executed in any one year during the last seven years

taking into account the completed as well as works in progress. The value of completed works shall be brought to current costing level by enhancing at a simple rate of 7% per annum.

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

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

2. The intending bidder must read the terms and conditions of Form-6 carefully. He should only submit his bid if he considers himself eligible and he is in possession of all the documents required.
3. Information and Instructions for bidders posted on website shall form of bid document.
4. The bid document consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen and downloaded from the website: <https://eprocure.gov.in/eprocure/app> and official website of the PGIMER www.pgimer.edu.in. free of cost.
5. But the bid can only be submitted after uploading the mandatory scanned documents such as Demand Draft or Pay order or Banker's Cheque or Deposit at call Receipt or Fixed Deposit Receipts and Bank Guarantee of any Scheduled Bank towards EMD in favour of *Postgraduate Institute of Medical Education And Research, Chandigarh* or EMD exemption certificate for MSE/MSME and other documents as specified.
6. Those contractors not registered on the website mentioned above, are required to get registered beforehand. If needed they can be imparted training on online bidding process as per details available on the website.
7. The intending bidder must have valid class-III digital signature to submit the bid.
8. On opening date, the contractor can login and see the bid opening process. After opening of bids he will receive the competitor bid sheets.
9. Contractor can upload documents in the form of **JPG** format and **PDF** format.
10. **Certificate of Financial Turn Over:** At the time of submission of bid contractor may upload Affidavit/Certificate from CA mentioning Financial Turnover of last 3 years or for the period as specified in the bid document and further details if required may be asked from the contractor after opening of technical bids. There is no need to upload entire voluminous balance sheet.
11. Contractor must ensure to quote percentage rate in the schedule of Quantity. The column meant for quoting percentage rate in figures appears in pink colour and the moment rate is entered, it turns sky blue.

12. The agency shall submit the status of his firm w.r.t. proprietary firm / partnership firm or Limited company as per detail given below:-

If the bidder is a proprietary firm, a self undertaking of the proprietorship shall be uploaded by the bidder.

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

If the bidder is a limited company or a corporation, the bid documents shall be signed by a duly authorized person holding power of attorney for signing the bid documents accompanied by a copy of the power of attorney/ Authorization Letter. The bidder should also furnish a copy of the Memorandum of Articles of Association duly attested by a Public Notary.

13. The eligibility bid shall be opened first on date and time as mentioned above. The time and date of opening of financial bid of contractors qualifying the eligibility bid shall be communicated to them at a later date.

LIST OF DOCUMENTS TO BE SCANNED AND UPLOADED WITHIN THE PERIOD OF BID SUBMISSION:

- I. Earnest Money Deposit or EMD exemption certificate for MSE/MSME (firms registered in NSIC under PP policy are exempted from payment of EMD) as per detail given in Clause No. 9 at page 5 of the DNIT.
- II. Enlistment Order of the bidder as per detail given in Clause no. 1 at page 3 of the DNIT.
- III. Certificates of Work Experience of bidder as per detail given in Clause no. 1.2.1 at page 3 of the DNIT.
- IV. Certificate of Financial Turnover from CA with Unique Document Identification Number (UDIN) as per detail given in Clause No. 1.2.2 at page 3 on the proforma of Form A attached at page 67.
- V. Certificate of Profit & Loss from CA certifying as per detail given in Clause No. 1.2.3 at page 3 on the proforma of Form B attached page 67.
- VI. Banker's certificate from a commercial bank as per detail given in Clause No. 1.2.4 at page 3 on the proforma of Form C attached at page 68 of the DNIT.
OR
Net Worth certificate from CA with Unique Document Identification Number (UDIN) as per detail given in Clause No. 1.2.4 at page 3 on the proforma of Form D attached at page 68 of the DNIT.
- VII. Bidding capacity as per detail given in Clause No. 1.2.5 at page 3-4 on the proforma of Form E attached at page 69.
- VIII. Affidavit on non judicial stamp paper duly attested by a notary public or District magistrate as per detail given in Clause No. 1.2.7 (a to d) t page 4 of the DNIT.
- IX. Status of firm as per detail given in Clause No. 12 at page 11 of the DNIT
- X. Valid Registration for GSTIN.

A.E. (P)

H.E. (Const.)

Form- 7/8

SECTION-V	TENDER AND CONTRACT	
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Percentage Rate Tender & Contract For Works

Tender for the work of: Annual Maintenance contract for painting of exterior surface of New OPD Block, PGIMER, Chandigarh.

- | | |
|--|-------------------------|
| a) Date & time for submission of bid | 01.06.2026 upto 3.00 PM |
| b) Date & time for submission of original EMD
or EMD exemption certificate for MSE/MSME | 02.06.2026 upto 3.00 PM |
| c) Eligibility Bid To be opened online on | 02.06.2026 at 4.00 PM |

TENDER

I/we have read and examined the notice inviting tender, schedule A, B, C, D, E & F specifications applicable, Drawings and Designs, General Rules and Directions, conditions of Contract, clauses of contract, special conditions, additional terms & conditions & specifications, schedule of rate and other documents and rules referred to in the conditions of contract and all other contents in the tender documents for the work.

I/we hereby tender for the execution of the work specified for the Institute within the time specified in schedule 'F' viz. schedule of quantities and in accordance in all respects with the specifications, designs, drawings and instructions in writing referred to in Rule-1 of general rules and Directions and in Clause 11 of the conditions of contract and with such materials as are provided for, by, and in respects in accordance with, such conditions so far as applicable.

I/we agree to keep the tender open for 75 days from the date of opening of eligibility cum technical and not to make any modifications in its terms and conditions.

A sum of **Rs.1,23,760/-** is hereby forwarded in the shape of deposit at call receipt of a scheduled bank/ demand draft of a scheduled bank/ Fixed deposit receipt of scheduled bank in favour of the **Postgraduate Institute of Medical Education And Research, Chandigarh**, payable at Chandigarh as earnest money. If I/We, fail to furnish the prescribed performance guarantee within prescribed period. I/We agree that the said the Director, PGIMER or his successors, in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Further, if I/We fail to commence work as specified, I/We agree that Director PGIMER or the successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said earnest money and the performance guarantee absolutely. The said performance guarantee shall be a guarantee to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein and to carryout such deviation as may be ordered upto maximum of the percentage mentioned in Schedule-F and those in excess of that limit at the rates to be determined in accordance with the provision contained in Clause 12.2 and 12.3 of the tender form.

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

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

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

Dated:-	Signature of Contractor
	Postal Address:
Witness:	
Address:	Telephone No.:
	Fax No.:
Occupation:	E-Mail.:

ACCEPTANCE


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

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

- i) _____
- ii) _____
- iii) _____

Dated _____

Hospital Engineer (Construction)
For & on behalf of the Director,
PGIMER, Chandigarh

SECTION-VI	INTEGRITY PACT	
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To,

.....
.....
.....

Sub: NIT No. PGI/Engg/Const./2026/ for the work of Annual Maintenance contract for painting of exterior surface of New OPD Block, PGIMER, Chandigarh.

Dear Sir,

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

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

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

Yours faithfully

Hospital Engineer (Construction)

To,

Hospital Engineer (Construction),

.....,
.....

Sub: Submission of Tender for the work of **Annual Maintenance contract for painting of exterior surface of New OPD Block, PGIMER, Chandigarh.**

Dear Sir,

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

I/We agree that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that I/We will sign the enclosed integrity Agreement, which is an integral part of tender documents, failing which I/We will stand disqualified from the tendering process.

I/We acknowledge that THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the NIT. I/We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by PGIMER, CHANDIGARH. I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article 1 of the enclosed Integrity Agreement.

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

Yours faithfully

(Duly authorized signatory of the Bidder)

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

INTEGRITY AGREEMENT

This Integrity Agreement is made at on thisday of20..... **BETWEEN** Director PGIMER, Chandigarh represented through Hospital Engineer, (Construction), PGIMER, Chandigarh (Hereinafter referred as the (Address of Division) ‘**Principal/Owner**’, which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

..... (Name and Address of the Individual/firm/Company) through (Hereinafter referred to as the (Details of duly authorized signatory) ‘**Bidder/Contractor**’ and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns) **Preamble** WHEREAS the Principal / Owner has floated the Tender (NIT No.....) (hereinafter referred to as ‘**Tender/Bid**’) and intends to award, under laid down organizational procedure, contract for (Name of work) hereinafter referred to as the ‘**Contract**’.

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

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

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

Article 1: Commitment of the Principal/Owner

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

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

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

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

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

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

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

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

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

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

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

d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.

d) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose (with each tender as per proforma enclosed) any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.

3) The Bidder(s)/Contractor(s) will not instigate third persons to omit offences outlined above or be an accessory to such offences.

4) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Institute interests.

5) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).

Article 3: Consequences of Breach

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

1) If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes.

The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. Such exclusion may be forever or for a limited period as decided by the Principal/Owner.

2) Forfeiture of EMD / Performance Guarantee/Security Deposit: If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Contractor.

3) Criminal Liability: If the Principal/Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of Indian Penal code (IPC)/Prevention of Corruption Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression

1) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.

2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder/Contractor as deemed fit by the Principal/ Owner.

3) If the Bidder/Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

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

1) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Subcontractors/ sub-vendors.

2) The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.

3) The Principal/Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

Article 6- Duration of the Pact

This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor 24 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded. If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Competent Authority of PGIMER, Chandigarh.

Article 7- Other Provisions

1) This Pact is subject to Indian Law, place of performance and jurisdiction is the Chandigarh.

2) Changes and supplements need to be made in writing. Side agreements have not been made.

3) If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.

4) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

5) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

Article 8- LEGAL AND PRIOR RIGHTS

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/Contact documents with regard any of the provisions covered under this Integrity Pact.

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

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

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


WITNESSES:

1.
(signature, name and address)

2.
(signature, name and address)

Place:

Dated :

SECTION-VII	PROFORMA OF SCHEDULE A TO F (FOR CIVIL WORK)	
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SCHEDULE 'A'

Schedule of quantities attached at Page No. 72-73 DNIT

SCHEDULE 'D'

Extra schedule for specific requirements / documents for the work, if any:	<u>As mentioned in tender documents</u>
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SCHEDULE 'E'

Reference to General Conditions of contract. CPWD General Condition of Contract 2023 for Maintenance Works.

Name of Work : **Annual Maintenance contract for painting of exterior surface of New OPD Block, PGIMER, Chandigarh.**

Estimated cost of work : **Rs.61.88 Lakh**

Earnest Money : **Rs. 1,23,760/-** (to be returned after receiving Performance guarantee)

Performance Guarantee : a) **5% of the tendered value** or estimated cost put to the tender (ECPT) (whichever is higher)
 b) Where the tendered amount is less than eighty percent (80%) of the Estimate Cost Put to Tender (ECPT), the Performance Guarantee, in addition to the requirement under (a) above, shall be increased by an amount equal to the difference between eighty percent (80%) of the ECPT and the tendered amount.

Security Deposit: **2.5% of the tendered value**

SCHEDULE 'F'**GENERAL CONDITION OF CONTRACT****Officer inviting tender****H.E. (Construction)****GENERAL RULES & DIRECTIONS**

Maximum percentage for quantity of items of work to be executed beyond which rates are to be determined in accordance with Clauses 12.2 & 12.3: **See below**

Definitions:

2 (v)	Engineer- in- charge	Hospital Engineer (Construction) PGIMER, Chandigarh.
2 (viii)	Accepting Authority	Superintending Hospital Engineer, PGIMER, Chandigarh
2 (x)	Percentage on cost of material and labour to cover all overheads and profits	15%
2 (xi)	Standard Schedule of Rates	DSR 2023.

2 (xii) Department Hospital Engineering & Planning
P.G.I.M.E.R., CHANDIGARH

9 (ii) Standard contract Form Form-7/8, CPWD General
Conditions of Contract 2023 for
Maintenance works.

Clause 1

(i) Time allowed for submission of Performance Guarantee, Programme Chart (Time and Progress) and applicable labour licenses registration with EPFO, ESIC and BOCW welfare Board or proof of applying thereof from the date of issue of letter of acceptance. **07 days**

(ii) Maximum allowable extension **with late fee @ 0.1 % per day of performance guarantee amount** beyond the period provided in (i) above **03 days**

Clause 2 Authority for fixing compensation under clause-2 **Superintending Hospital Engineer, PGIMER, Chandigarh**

Applicable Clause 2/ Clause 2A **Clause 2**

Clause 5 Number of days from the date of issue of letter of acceptance for reckoning date of start = 07 days

Mile stones(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 milestone
a)	25% of tendered value	1/4 th of total time	In the event of not achieving the necessary progress as assessed from the running payment, 1.25% of the tendered value of work will be withheld for failure of each milestone from Sl No 1 to 4. Maximum amount to be withheld shall not exceed 5% of tendered value of work.
b)	50% of tendered value	1/2 of total time	
c)	75% of tendered value	3/4 th of total time	
d)	100% of tendered value	Full time	

Time allowed for execution of work 3 Months

Authority to decide:

- (i) Extension of time : **Hospital Engineer (Construction)**
- (ii) Rescheduling of mile stones : **Superintending Hospital Engineer or his successor**
- (iii) Shifting of date of start in case of delay in handing over of site: **Superintending Hospital Engineer**

PROFORMA OF SCHEDULES

Clause 5 Schedule of handing over of site:

Part	Part Portion of site	Description	Time Period for handing over reckoned from date of issue of letter of intent.
Part A	Portion without any hindrance	The site is available for execution of work	07 days
Part B	Portions with encumbrances		
Part C	Portions dependent on work of other agencies		

- Clause 5** Applicable clause 5 or 5A Clause 5
- Clause 7** Gross work to be done together with net payment /adjustment of advances for material collected, if any, since the last such payment for being eligible to interim payment **Rs. 20.60 Lakh**
- Clause 7A** Whether clause 7A shall be applicable Applicable
- Clause 10A** List of equipments to be provided by the contractor at site lab.
 1.....2.....
 3.....4.....
 5.....6.....
- 10B(ii)** Whether Clause 10 B (ii) shall be applicable **Not Applicable**
- Clause** Component of labour expressed as percent of **Not Applicable**

10C	value of work =	
Clause 10CC	Payment due to increase/decrease in Prices/Wages	Not Applicable
Clause 11	Specifications be followed for execution of work.	<ul style="list-style-type: none"> i) NIT Specifications. ii) Latest CPWD Specifications with amendments. iii) Bureau of Indian Standards wherever no such specifications exists in S.No. i) & ii).
Clauses 12	Authority to decide deviation upto 1.5 times of tendered amount	Superintending Hospital Engineer, PGIMER, Chandigarh.
	Type of work	Maintenance works including works of upgradation, aesthetic, special repair, addition/ alteration.
12.2 & 12.3	Deviation limit beyond which clause 12.2 & 12.3 shall apply for building work	No Limit
Clause 16	Competent authority for deciding reduced rates	Superintending Hospital Engineer, PGI, Chandigarh.
Clause 18	List of mandatory machinery, tools & plants to be deployed by the contractor at site/ manufacturing unit:-.	APPLICABLE
Clause 19C	Authority to decide penalty for each default.	Hospital Engineer (Construction), PGIMER, Chandigarh.
Clause 19D	Authority to decide penalty for each default.	Hospital Engineer (Construction), PGIMER, Chandigarh.
Clause 19G	Authority to decide penalty for each default.	Hospital Engineer (Construction), PGIMER, Chandigarh.
Clause 19K	Authority to decide penalty for each default.	Hospital Engineer (Construction), PGIMER, Chandigarh.

Clause 25		
(i)	Conciliator	Director, PGI, Chandigarh.
(ii)	Arbitrator Appointing Authority	Director, PGI, Chandigarh.
(iii)	Place of Arbitration	Chandigarh.

Clause 32 Requirement of Technical Representative(s) and recovery Rate. (Not Applicable)

S.No.	Minimum Qualification of Technical Representative	Discipline	Designation (Principal Technical/ Technical Representative)	Minimum Experience	Number	Rate at which recovery shall be made from the contractor in the event of not fulfilling provision of clause 36(f)	
						Figures	Words
1.	Graduate Engineer	Civil	(Project Manager cum Planning/ Quality/ Site/ billing Engineer)	2 Years	01	Rs. 15,000/- Per Month	Rs. Fifteen Thousand only Per Month
	OR Diploma Holder	Civil		5 Years	01	Rs. 15,000/- Per Month	Rs. Fifteen Thousand only Per Month
Assistant Engineers retired from Government services that are holding Diploma will be treated at par with Graduate Engineers							
Diploma holder with minimum 10 year relevant experience with a reputed construction co. can be treated at par with Graduate Engineers for the purpose of such deployment subject to the condition that such diploma holders should not exceed 50% of requirement of degree engineers.							


Clause 38		
(i) (a)	Schedule/statement for determining theoretical quantity of cement & bitumen	Delhi Schedule of Rates 2023
(ii)	Variations permissible on theoretical quantities:	
	(a) Cement	
	For works with estimated cost put to tender not more than Rs. 5 lakh.	3% plus/minus.
	For works with estimated cost put to tender more than Rs.5 lakh.	2% plus/minus.
(iii)	Bitumen for all works	2.5 % Plus only and NIL on minus side.
(iv)	Steel reinforcement and structural steel sections for each diameter, section and category	2% Plus/minus
(v)	All other materials	NIL

Recovery rates for quantities beyond permissible variation

Sr. 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 the permissible variation.
1.	Cement	-----NIL-----	Market rate + 10%
2.	Steel	-----NIL-----	Market rate + 10%

A.E. (P)

Hospital Engineer (Construction)
PGIMER, Chandigarh

SECTION-VIII	EXCLUSIONS / MODIFICATIONS IN CPWD GENERAL CONDITIONS OF CONTRACT 2023 (MAINTENANCE WORKS)	
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Clause No. & Page No. of CPWD GCC 2023	Exclusions / Modifications
<u>CONDITIONS OF CONTRACT</u>	
i) Clause 2 (iv), Page 9	The word President / President of India and his successors wherever appears shall be read as the Director, PGIMER and his successors.
ii) Clause 2 (v), Page 9	The word Government or Government of India wherever appears shall be read as PGIMER, Chandigarh.
iii) Clause 2 (vi), Page 9	The Engineer-in-charge means the Hospital Engineer (Construction) who shall supervise and be Incharge of the work and who shall sign the contract on behalf of the Director, PGIMER as mentioned in Schedule 'F' hereunder.
iv) Clause 2 (x) (b), Page 10	The following provisions are also added in this clause: Schedule(s) referred to in these conditions shall mean the relevant schedule(s) annexed to the tender documents or the standard Schedule of Rates of the government mentioned in Schedule 'F' hereunder, with the amendments thereto issued previous day of the last date of submission of the tender.
v) Clause 2 (xi), Page 10	Department shall means Director, PGIMER or any Division of PGIMER which invites tenders on behalf of Institute as specified in the Schedule 'F'.
vi) Clause 2 (xvi), Page 10	The following provisions are also added in this clause: Extra items are those items which are not available in the contract. <ul style="list-style-type: none"> a. Non Schedule Extra Items are those items which are not available in the Standard Schedule of Rates specified in Schedule F. b. Schedule Extra Items are those items which are not available in the Standard Schedule of Rates specified in Schedule F.
vii) Clause 2 (xvii), Page 10	The following provision are also added in this clause: The Completion Cost : Completion cost amount of work done, amount of extra items (s) and deviation (s) and escalation amount admissible as per agreement etc.
viii) Clause 2 (xviii), Page 10	The following provision are also added in this clause: Maintenance work : Maintenance work (s) are those work (s) which includes Upgradation, aesthetic improvement, special repair, addition / alteration, annual repair, comprehensive maintenance work etc.
<u>CLAUSES OF CONTRACT</u>	
ix) Clause 9, Page 24	The following provisions under this clause are not applicable:- If the final bill is submitted by the contractor within the period specified above and payment of final bills is made by the deptt. after prescribed time limit , a simple interest @ 5 % per annum shall be paid to the contractor from the date of expiry of prescribed time limit which will be compounded on yearly basis, provided the final bill submitted by the contractor is found to be in order.

x) Clause 12, Page 34	<p>The following provisions are also added in this clause:- The completion cost shall, in no case exceed 1.5 times the contract amount. Contractor will devise a system to keep a watch on quantum of work taken up vis-à-vis balance items required to complete defined scope of work and will give the alerts to Engineer-in-Charge before taking up extra item(s), deviation(s) so- that completion cost does not exceed above limit, work executed beyond above limit will never be recorded nor be paid. Engineer-in-Charge will verified and confirm the alerts before assigning deviation(s) and / or extra items(s) to the contractor. If additional work(s) is required to complete defined scope of work beyond above limit then Engineer-in-Charge may take up such work(s) separately. The contractor will not have any claim(s) whatsoever on this account.</p>
xi) Clause 12.1, Page 34	<p>The following provisions are also added in this clause: The time for completion of the works shall, I the event of any deviation(s) and extra item(s) resulting in additional cost over the contract amount will be extended, it requested by the contractor, as follow.</p> <ul style="list-style-type: none"> (i) In the proportion to the additional cost of work, bears to the original contract amount plus. (ii) 25% of the time calculated in (i) above.
xii) Clause 12.2, Page 34-35	<p>The following provisions are deleted in this clause: Extra items are those which are not available in the contract. For percentage rate tenders, the extra item(s) which are available in the standard schedule of rates specified in Schedule F, shall be paid as per the said schedule rate Plus cost index (considered in the estimated cost put to tender plus/minus percentage above/ below quoted on estimated cost put to tender. For item rate tenders, the extra item(s) which are available in the standard schedule of rates specified in Schedule shall be paid as per the said schedule plus cost index considered in the estimated cost put to tender) plus/minus percentage above/ below worked out on the basis of overall contract amount and estimated cost of the work put to tender.</p>
xiii) Clause 12.2, Page 35	<p>The following provisions are also added in this clause: (a) Non Schedule Extra Item(s) - The contractor, shall within fifteen days of the receipt of order to execute extra item(s) or occurrence of the item(s), submit analysis of rate of extra item(s) based on the rate(s) of material(s) available in basic rate of Standard Schedule of Rate mentioned in schedule F and rate(s) of the material(s) based on tax paid bills which are not available in standard Schedule of Rate mentioned in schedule F. For this purpose, the basic rate of material(s) available in Schedule of Rate(s) mentioned in Schedule F will be enhanced or reduced by the applicable cost index, as the case may be. The rate(s) of the material(s) which are not available in Standard Schedule of Rates, mentioned in Schedule F, shall be based on, tax paid bill(s) for the material(s) as defined in manufacturer's specification. Material rate(s) from Standard Schedules of Rate(s) shall be given priority in the analysis of rate(s). The rate of extra item will be.</p> <ul style="list-style-type: none"> i. Analyzed rate(s) as above multiplied by (Contract amount divided by estimated cost put to tender), if tendered amount is below the estimated amount put to tender. ii. Analyzed rate, if the Contract amount is above the estimated amount put to tender.

Failing which the rate(s) approved later by the Engineer-in-Charge shall be final and binding.

Where the contractor submits analysis of rate(s) of extra item(s) in the manner prescribed above, the Engineer-in Charge shall, within 60 days of the receipt of the analysis of rate, after giving consideration to the analysis of rates and other documents submitted by the contractor. Determine the rate(s) of extra item(s). The contractor shall be paid in accordance with the rate(s) so determined.

However provisional rate(s) on the basis of invoice will be allowed by the Engineer-in-Charge. Invoice shall be accepted only for material(s) not available in the Standard Schedule of Rates mentioned in Schedule F. The contractor while submitting the tax paid bill of purchased material(s) shall ensure that rate(s) of the materials are reasonable and lowest available in the market. If Engineer-in Charge feels rates in tax paid bill(s) submitted by contractor are not reasonable then he can modify the rate(s) after giving a notice to the contractor. Engineer-in-Charge is the final authority to decide applicable rate(s) of material(s).

b) Scheduled Extra Items

i. For percentage rate tender, the extra item(s) shall be paid as Per the Standard Schedule of Rates, mentioned in Schedule F, enhanced or reduced by the applicable cost index and further enhanced or reduced by percentage above/below quoted by the contractor on estimated cost put to tender.

ii. For item rate tender, the extra item(s) shall be paid as per the said schedule rate enhanced or reduced by the applicable cost index and multiplied by (Contract amount divided by estimated cost put to tender).

The rate(s) of extra item(s) so determined by the Engineer-in-Charge shall be final and binding on the contractor.

xiv) **Clause 12.5, Page 35**

The following provisions are also added in this clause:

Cost index : Latest available Cost index at the time of beginning of execution of extra item(s) shall be used in sub-clauses 12.2 (a) and 12.2 (b) for calculation of rates of extra item (s)

xv) **Clause 12.6, Page 35**

The following provisions are also added in this clause:

Labour rates: Labour rates will be based on latest available circulars issued by Central Govt. or State Govt. whichever are higher as well as applicable for the work.


xvi) **Clause 30, Page 53**

The following provisions are also added in this clause:

i) The Engineer-in-Charge shall make alternative arrangements for supply of water at the risk and cost of contractor(s) if the arrangements made by the contractor(s) for procurement of water are in the opinion of the Engineer-in-Charge, unsatisfactory. In such case, water charges @ 1.5 % shall be recovered on gross amount of the work done.

The contractor shall take water connection from source of Municipal Corporation, Chandigarh / Chandigarh Administration at his own cost. He will pay the bills raised by concerned department regularly. However, PGIMER will help the contractor to take connection from concerned authority. If, the contractor fails to deposit the water bill, the Engineer Incharge will have the authority to deduct the such amount from contractor's bills and deposit the same to concerned department.

ii) The contractor shall make his own arrangements for power supply including laying of cables, switchgears and energy meter for the required load upto the main source of U.T. electricity department / Institute's source of supply (If U.T. electricity is not available) at his own cost for the proper execution of the work and will pay the charges for the electric power consumed.

SECTION-IX	ADDITIONAL TERMS AND CONDITIONS OF CONTRACT	
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1. The successful tenderer must sign the Integrity pact Annexed in section-VI at page 15 of the DNIT after award of work.
2. PGIMER reserves the right to accept/reject any or all tenders without assigning any reason thereof.
3. All the disputes concerning this tender in any way are subject to Chandigarh Jurisdiction only.
4. **Tenderers to study entire tender document carefully**

a) Submission of a tender by a tenderer implies that he has read all the stipulations contained in this booklet and all other contract documents and has acquainted himself of the nature, site conditions scope and specifications of the works to be executed and of conditions and rates at which stores will be issued to him by the PGIMER. The contractor shall also be deemed to have acquainted himself with local conditions and other factors which have a bearing on the execution of the works.

- No claim will be entertained on account of ignorance of site conditions.

5. **CONTRACTOR SHALL SUBMIT FABRICATION DRAWING FOR OBTAINING APPROVAL**

The contractor shall submit fabrication drawing in triplicate for obtaining preliminary approval of the Engineer-in-Charge for all design drawings structural steel elements, **electrical panels and Air-Conditioning ducts wherever required**. One copy of this drawings duly corrected and signed wherever necessary by Institute will be returned to the contractor for preparing and resubmitting drawings after incorporating the said corrections again in triplicate for final approval. Along with the completion and approval of fabrication drawing, the contractor shall also submit the materials list, for checking and approval to the institute. No drawing shall be approved finally without material list. Once the drawing is finally approved, no request for any alternative section will be entertained. The contractor shall also submit **3 copies** of design calculations for the designs of joints **if required** All joints shall be designed for full strength of members, unless otherwise specified. Approval of fabrication drawings however will not absolve the contractor of his responsibility for the safety and correctness of the fabrication.

6. **CONTRACTORS WITH A BLEMISHED RECORD NOT TO BE CONSIDERED FOR BID PARTICIPATION**

If the Engineer In-charge receives adverse report against any working contractor of the Institute, either from the department in which he is enlisted or from any other Department or Hospital Engineers of the Institute, will not be considered for bid partition on the basis of such a report.

On the receipt of a case of adverse performance/ Misbehavior/ Threatening of site staff or any other such reasons, the Director PGIMER shall issue show cause to such contractors and after considering their reply, He shall have full powers to debar such contractor for a period as decided by him. Such debarred contractor shall be ineligible to take up any work in the Institute during the period of debarring.

A copy of such orders shall be posted on PGIMER website so that every field unit of the Institute becomes aware and does not issue tender to such debarred contractors.

If the NIT approving authority not lower than the rank of Superintending Hospital Engineer is satisfied that it is in the interest of the Institute to allow a contractor who has been debarred for reason of inactivity, to participate in the tendering process for getting competitive tenders, he may do so.

7. WORK AND WORKMANSHIP

To determine the acceptable standard or workmanship, the Engineer-in-Charge may order the contractor to execute certain portions of works and service such as walls, flooring, joinery, finishes, roads and the like under the close supervision of the Engineer-in-Charge. On approval, these items shall be labeled as guiding samples and works executed to conform to these samples.

8. WORK IN TWO SHIFT:

To speed-up the work, the institute may direct the agency to work in **Two shifts** and the tenderer will have to make adequate arrangements for carrying out work in Two shifts for which nothing extra shall be payable


9. GATE PASSES

All tools and plants, surplus/dismantled/ rejected/ materials to be taken away by the contractor from the work site should have a valid gate pass (4 copies) issued by the competent authority of the Institute. One copy of the gate pass shall be delivered to the security staff, one copy at the Exit gate, the third copy shall be retained by the contractor and fourth copy shall be retained by the officer issuing the gate pass.

10. All other information such as documents and drawing supplied by the tenderer will also be in the English language only. Drawing and designs shall be dimensioned according to the metric system of measurements.
11. Tenders who do not full fill all or any of the conditions laid down in this notice, or contain conditions not covered and/or not contemplated by the General Conditions of contract and /or expressly prohibited therein or stipulated addition/alternative conditions shall be liable to be rejected.
12. The institute reserves the right to revise or amend the tender documents prior to the date notified for opening of the tenders and also the right to postpone the date of presentation and opening of tenders without assigning any reason, whatsoever.
13. Each tenderer shall upload only one tender; either by him or as partners in a joint venture. A tenderer who uploads more than one tender will be disqualified.
14. Unless otherwise stated, the contract shall be for the whole work as described in the “Schedule of items of Works” and the drawings. The contractor shall be bound to complete the whole work as described in the schedule of items of works and the drawings, including additional items, if any, as per drawings and instructions. The issuance of certificate of completion as issued by the Engineer-in-Charge shall be mandatory and will be conclusive proof of completion of work.
15. Interpretations, corrections and changes to the Tenders Documents shall be made by Addendum, if required.
16. The quantities taken in the tender can be executed at anywhere in the Institute as per requirements and directions of Engineer Incharge and Contractors shall be bound to execute the same without claiming anything extra.
17. The Contractor shall strictly comply with the provision of EPF/ESI acts and shall furnish PF/ESI codes. It would however, be mandatory on the part of the contractor to provide proof of having deposited PF and ESI contribution as per law provides together with PF account number of employees in whose account the amount has been deposited (As an affidavit duly attested by Ist class Magistrate) on completion of work. Security shall be released after receipt of the above.

A.E. (P)

Hospital Engineer (Const)
PGI Chandigarh

SECTION-X	SPECIAL CONDITIONS & GENERAL SPECIFICATIONS (CIVIL WORK)	
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SPECIAL CONDITIONS

1.0 General

- 1.1 Except for the items, for which Particular Specifications are given or where it is specifically mentioned otherwise in the description of the items in the schedule of quantities, the work shall generally be carried out in accordance with the “CPWD Specifications” (Refer Para 1.7.5 of schedule F and as per instructions of Engineer-in-Charge. Wherever CPWD Specifications are silent, the latest IS Codes / Specifications shall be followed and the rates should be all inclusive.
- 1.2 Any reference made to any Indian Standard Specifications, shall imply to the latest version of that standard, including such revisions / amendments as issued by the Bureau of Indian Standards upto last date of receipt of tenders. **The Contractor shall keep at his own cost all such publications including relevant Indian Standard applicable to the work at site.**
- 1.3 The work shall be executed and measured as per metric dimensions given in the Schedule of Quantities, drawings etc. (FPS units wherever indicated are for guidelines only).
- 1.4 The work should be planned in a systematic manner so that chase cuttings in the walls, ceilings and floors is minimized. Wherever absolutely essential, the chase shall be cut using chase cutting machines. Chases will not be allowed to be cut using hammer / chisel. The electrical boxes should be fixed in walls simultaneously while raising the brick work. The contractor shall ensure proper co-ordination of various disciplines viz. sanitary & water supply, horticulture & electrical etc.
- 1.5 All the hidden items such as water supply lines, drainage pipes, conduits, sewers etc. are to be properly tested before covering.
- 1.6 Samples including brand / quality of materials and fittings to be used in the work shall be got approved from the Engineer-in-Charge, well in advance of actual execution and shall be preserved till the completion of the work.
- 1.7 Equipment like concrete pump excavators/Transit mixer etc. shall be allowed to be moved away from the site when, in written opinion of Engineer-in-Charge, the same are no longer required at site of work.
- 1.8 The contractor, his agents / representative, workman etc. shall strictly observe orders pertaining to fire precautions prevailing in the area.
- 1.9 Contractor(s) shall study the soil investigation report for the site, available in the office of the Engineer-in-Charge and satisfy himself about complete characteristics of soil and other parameters at site. However, no claim on the alleged inadequacy or incorrectness of the soil data supplied by the department shall be entertained.
- 1.10 The tenderer shall see the approaches to the site. In case any approach from main road is required at site or existing approach is to be improved and maintained for cartage of materials by the contractor, the same shall be provided, improved and maintained by the contractor at his own cost.
- 1.11 Contractor shall take all precautionary measures to avoid any damage to adjoining property. All necessary arrangement shall be made at his own cost.

- 1.12 The contractor shall take all precautions to avoid accidents by exhibiting necessary caution boards day and night, speed limit boards, red flags, red lights and providing barriers. He shall be responsible for all damages and accidents caused to work due to negligence on his part. No hindrances shall be caused to traffic, during the execution of the work.
- 1.13 The contractor shall take instructions from the Engineer-in-Charge regarding collection and stacking of materials at any place. No excavated earth or building rubbish shall be stacked on areas where other buildings, roads, compound wall, services etc are to be constructed.
- 1.14 The contractor shall provide at his own cost suitable weighing, surveying and leveling and measuring arrangements as may be necessary at site for checking. All such equipments shall be got calibrated in advance from laboratory, approved by the Engineer-in-Charge. Nothing extra shall be payable on this account.
- 1.15 Contractor shall provide permanent bench marks, flag tops and other reference points for the proper execution of work and these shall be preserved till the end of work. All such reference points shall be in relation to the levels and locations, given in the Architectural and plumbing drawings.
- 1.16 Water tanks, taps, sanitary, water supply and drainage pipes, fittings and accessories should conform to byelaws and municipal body / corporation where CPWD Specifications are not applicable. The contractor should get the materials (fixtures/fittings) tested by the Municipal Body / Corporation authorities wherever required at his own cost.
- 1.17 The work shall be carried out in accordance with the Architectural drawings and Structural drawings, to be issued from time to time, by the Engineer-in-Charge. Before commencement of any item of work, the contractor shall correlate all the relevant architectural and structural drawings issued for the work, nomenclature of items, specifications etc. and satisfy himself that the information available there from is complete and unambiguous. The figures & the written dimensions of the drawing shall super cede the measurement by scale. The discrepancy, if any, shall be brought to the notice of the Engineer-in-Charge for immediate decision before execution of the work. The contractor alone shall be responsible for any loss or damage occurring by the commencement of work on the basis of any erroneous and/ or incomplete information and no claim, whatsoever shall be entertained on this account.
- 1.18 The Architectural drawings other than those indicated in nomenclature of items are only indicative of the nature of the work and materials/fittings involved unless and otherwise specifically mentioned.
- 1.19 The contractor should submit the shop drawing of staging and shuttering for approval of Engineer-in-Charge before actually commencing the execution of work under the item. Nothing extra shall be payable on this account.
- 1.20 Other agencies may also simultaneously execute and install the works and the contractor shall afford necessary facilities for the same. The contractor shall leave such recesses, holes, openings, trenches etc. as may be required for such related works (for which inserts, sleeves, brackets, conduits, base plates, clamps etc. shall be available as specified elsewhere in the contract) and the contractor shall fix the same at the time of casting of concrete, stone work and brick work, if required, and nothing extra shall be payable on this account.
- 1.21 The contractor shall conduct his work, so as not to interfere with or hinder the progress or completion of the work being performed by other contractor(s) or by the Engineer-in-Charge and shall as far as possible arrange his work and shall place and dispose off the materials being used or removed so as not to interfere with the operations of other contractor or he shall arrange his work with that of the others in an acceptable and coordinated manner and shall perform it in proper sequence to the complete satisfaction of others.
- 1.22 All material shall only be brought at site as per program finalized with the Engineer-in-Charge. Any pre-delivery of the material not required for immediate consumption shall not be accepted and thus not paid for.

- 1.23 The contractor shall procure the required materials in advance so that there is sufficient time for testing of the materials and approval of the same before use in the work.
- 1.24 Existing drains, pipes, cables, over-head wires, sewer lines, water lines and similar services encountered in the course of the execution of work shall be protected against the damage by the contractor at his own expense. The contractor shall not store materials or otherwise occupy any part of the site in a manner likely to hinder the operation of such services. In case temporary supporting/shifting of such services is required to facilitate the work, the same shall be done by the contractor at no extra cost.
- In case the existing services are to be shifted permanently, then before dismantling the existing services, alternate/diversion of service lines has to be laid by the contractor so that there is no interruption in use of existing services. The contractor has to plan the alternate suitable route for diversion/shifting of service lines and get the same approved from the Engineer-in-Charge before starting shifting of services. Nothing extra shall be paid except the payment of dismantling and laying of new service lines as per conditions of contract.
- 1.25 The contractor shall be responsible for the watch and ward / guard of the buildings, safety of all fittings and fixtures including sanitary and water supply fittings and fixtures provided by him against pilferage and breakage during the period of installations and thereafter till the building is physically handed over to the department. No extra payment shall be made on this account.
- 1.26 The contractor shall be fully responsible for the safe custody of materials brought by him/ issued to him even though the materials may be under double lock key system.
- 1.27 For construction works which are likely to generate malba / rubbish to the tune of more than a tempo / truck load, contractor shall dispose of malba, rubbish & other unserviceable materials and wastes at his own cost to the notified specified dumping ground and under no circumstances these shall be stacked / dumped even temporarily, outside the construction premises.
- 1.28 The excavated surplus earth shall be disposed off by the contractor as directions of Engineer Incharge.
- 1.29 BATCH MIX CONCRETE**
- 1.29.1 The contractor shall establish a laboratory at site of batch mix plant to test the coarse aggregate, fine aggregate, water, sand, cement etc. Contractor is also required to depute technical personnel specifically for running of Batch Mix Plant and for quality control of mix produced.
- 1.29.2 All incidental expenditure on security, construction of cement godown, access roads, arrangement of water, electricity etc. to be incurred or anticipated by the agency for arranging, installing and operation of Batch Mix Plant shall be deemed to have been included in his quoted rates and no claim whatsoever will be tenable on this account.
- 1.30 With each Running Bill, the details of test carried out shall be submitted by the contractor **as per proforma of General specifications.**
- 1.31 On completion of work, the contractor shall submit at his own cost four prints of “as built” drawings to the Engineer-in-Charge. These drawings shall have the following information.
- a) Run off of all piping and their diameters including soil, waste pipes and vertical stacks.
 - b) Ground and invert level of all drainage pipes together with locations of all manholes and connections, upto out fall.
 - c) Run off of all water supply lines with diameters, location of control valves, access panels etc.
- In case the contractor fails to supply “as built drawing” aforesaid within 30 days of the date of completion, then the recovery @ Rs.10, 000/- each for such set of drawings shall be made from the contractor’s final bill.
- 1.32 In the item of providing and fixing precast reinforced cement concrete in shelves the cost of cutting chases and making good the same shall be inclusive in the item and nothing extra shall be paid on this account.
- 1.33 In the item of finishing walls with water proofing cement paint, only the plain/flat area shall be measured for payment and nothing extra shall be paid on account of pointed wall surface.

- 2.0 Unless otherwise specified in the schedule of quantities or CPWD specifications, the rates for respective items shall be all inclusive and apply to the following: -
- (i) All lifts & all heights, floors including terrace, leads and depths.
 - (ii) All labour, material, tools and plants and other inputs involved in the execution of the item.
 - (iii) Any of the conditions and specifications mentioned in the tender documents.
 - (iv) Pumping / bailing out surface water / rain water / sub soil water, if necessary for any reason.
 - (v) Providing sunk flooring in bath-rooms, kitchen, etc.
 - (vi) Any legal or financial implications resulting out of disposal of earth, if any.
 - (vii) Payment of Royalty at the prevailing rates, if any, on the boulders, metal, shingle, sand and bajri etc. or any other material collected by him for the work direct to revenue authorities.
 - (viii) Performance test of the entire installation(s) before the work is finally accepted.
 - (ix) Any cement slurry added over base surface (or) for continuation of concreting for better bond is deemed to have been built in the items .
 - (x) All incidental charges for cartage, storage and safe custody of materials brought to site.

3.0. **TESTING OF MATERIAL: -**

- 3.1 Samples of materials required for testing shall be provided free of charge by the contractor. The cost of tests shall be borne by the contractor. All other expenditure required to be incurred for taking samples; conveyance, packing etc. shall be borne by the contractor himself.
- 3.2 However, if any ultrasonic pulse velocity / load testing or special testing is to be done for concrete whose strength is doubtful, the cost of the same shall be borne by the contractor.
- 3.3.1 In case there is any discrepancy in frequency of testing as given in list of mandatory tests and that in individual sub-heads of work as per CPWD Specifications higher of the Two frequencies of testing shall be followed and nothing extra shall be payable on this account.

3.4 **FIELD LABORATORY**

The contractor has to establish field laboratory at site including all necessary equipments and skilled manpower for the Field Tests **of General specifications** at his own cost to have proper quality control.

For performing the above tests, the **Field Testing Equipments and Instruments of General specifications** are to be arranged and maintained by the contractor.

- 3.5. The contractor shall ensure quality construction in a planned and time bound manner. Any sub-standard material / work beyond set-out tolerance limit shall be summarily rejected by the Engineer-in-Charge & contractor shall be bound to replace / remove such sub-standard / defective work immediately.
- a. The list of Laboratory/ Field equipment referred above are to be arranged and maintained by the contractor at the site of work. In case the equipment required for any test is not available at site, the department shall get the test conducted from the third party. However in that event, besides providing free materials of sample, the cost of taking of sample, packing, transportation, testing charges etc. shall be borne by the contractor irrespective of the results.

4.0 **SECRECY**

- 4.1 The contractor shall take all steps necessary that all persons employed on any work in connection with the contract have notice that the Indian Official Secrets Act 1923 applies to them & will continue so to apply even after the execution of such works under the contract.
- 4.2 The contract is confidential and must be strictly confirmed to the contractor's own use (except so far as confidential disclosure to sub-contractors or suppliers as necessary) and to the purpose of the contract.

4.3 All documents, copies thereof & extracts there from furnished to the contractor shall be returned to the Engineer-in-Charge on the completion of the work / works or the earlier determination of the contract.

5.0 LABOUR AND SECURITY

5.1 Contractor should provide his plan for labour huts as per his requirement and get it approved from the Engineer-in-Charge. The contractor will be provided space for labour huts etc. inside the campus but the space requirement and location, as assessed by Engineer-in-Charge shall be final and binding.

5.2 Contractor has to follow the security requirement of the campus and obtain necessary entry passes for the labour and vehicles and follow security checks at entry / exit gates, restriction on movement of vehicle, restricted timings of working etc. The Department however shall assist the contractor in obtaining such passes for movement of vehicles and labour. No claim whatsoever shall be entertained on account of delay in entry of vehicles and labour including restrictions in working hours, if there is any.

5.3 The contractor shall employ only Indian Nationals after verifying their antecedents and loyalty. The contractor shall, on demand submit list of his agents, employees and work people concerned & shall satisfy as to the bonafides of such people.

5.4 The contractor & his work people shall observe all relevant rules regarding security promulgated in which work is to be carried out by the Controlling Administrative Authority of the Institute (hereinafter referred to as "Engineer Incharge").

5.5 The contractor, his representative, workman shall be allowed to enter through specified gates & timing as laid down by the controlling authority. They shall be issued an identity card or an individual pass in accordance with the standing rules & regulations & they should possess the same while working. The contractor shall be responsible for the conduct & actions of his workman, agents / representatives.

5.6 Normally contractor shall be allowed to carryout work between 7 AM to 6 PM. However, he may also be allowed to carryout the work beyond 6 PM & upto 7 AM if the site conditions / circumstances so demand with prior written permission from the "Engineer Incharge". However, if the work is carried out in more than one shift or at night, no claim on this account shall be entertained.

5.7 Normally contractor's material / vehicles etc shall be allowed to move in / go-out between 7 AM to 7 PM only & no movement of material / vehicles out of site of work shall be allowed during night hours unless specific permission is obtained from the "Engineer Incharge".

5.8 In case if a separate entry has been allowed, the contractor has to make all arrangement for making a separate entry gate and barricading of the working area to segregate/separate the same from other areas. All these have to be done by the contractor at his own cost including safeguarding any untoward incident in the restricted area due to separate entry gate and barricading arranged by the contractor. No extra amount on this account shall be payable by the department.

6.0 TRANSPORTATION AND OFFICE INFRASTRUCTURE:

6.1 In order to complete the work within the scheduled time if the contractor shall be required to do the work in more than one shift and accepted by the department the contractor will provide vehicular facilities to the PGI site staff to reach the site and their residence at his own cost for their services required beyond the normal office hours. In case the contractor fails to provide the facilities Engineer-in-Charge shall be at liberty to make the arrangement themselves and deduct the respective cost from the contractor's bills.

6.2 For Quality Control Measures, Preparation of Bills and Monitoring the Quality, the contractor shall provide (min. one number) Computer having MS-Windows XP, A-3 Coloured Inkjet & A-4 Laserjet Printers, Scanners, UPS etc. with required number of data entry operator in the site office of Engineer-in-Charge.

7.0 PROGRAM CHART: -

- 7.1 The Contractor shall prepare an integrated program chart for the execution of work, showing clearly all activities from the start of work to completion, with details of manpower, equipment and machinery required for the fulfillment of the program within the stipulated period or earlier and submit the same for approval of the Engineer-in-Charge within **15 days** of the issue of letter of acceptance for the contract.
- 7.2 The work has to be completed in stages as indicated in the **Milestones under Schedule 'F'** and the program should be prepared in such a manner to achieve these Milestones as indicated therein or earlier.
- 7.3 The program chart should include the following: -
- Descriptive note explaining sequence of various activities.
 - NeTwork (PERT / CPM / BAR CHART) which will indicate resources in financial terms, manpower and specialized equipment for every important stage.
 - Program for procurement of materials by the contractor.
 - Program of procurement of machinery / equipments having adequate capacity, commensurate with the quantum of work to be done within the stipulated period, by the contractor.
- 7.4 If at any time, it appears to the Engineer-in-Charge that the actual progress of work does not conform to the approved program referred above, the contractor shall produce a revised program showing the modifications to the approved program by additional inputs to ensure completion of the work within the stipulated time.
- 7.5 The submission of revised program or approval by the Engineer-in-Charge of such program or the furnishing of such particulars shall not relieve the contractor of any of his duties or responsibilities under the contract. This is without prejudice to the right of Engineer-in-Charge to take action against the contractor as per terms and conditions of the agreement.

Notwithstanding the fact that the contractor will have to pay to the labourers and other staff engaged directly or indirectly on the work according to the provisions of the labour regulations and the agreement entered upon and/or extra amounts for any other reason.

8.0 **PROGRESS AND MONITORING OF WORK:**

Contractor shall give the Engineer-in-Charge on the 10th day of each month, progress report of the work done during the previous month. Such progress report will include the project progress summary, work progress (planned v/s. actual), PERT chart, milestone status, financial progress status, manpower deployment status, important materials consumed, materials at site at the beginning of the month, materials consumed during the month and the balance quantities at the end of month and progress of the work stating the reasons for shortfall, if any including the steps and measures to be taken for making good the shortfall in the succeeding period. Non submission of aforesaid progress report shall make contractor liable for action under breach of contract conditions.

9.0 **SAMPLE OF MATERIALS:-**

- 9.1 All materials and fittings brought by the contractor to the site for use shall conform to the samples approved by the Engineer-in-Charge which shall be preserved till the completion of the work. If a particular brand of material is specified in the item of work in Schedule of Quantity, the same shall be used after getting the same approved from Engineer-in-Charge. Wherever brand / quality of material is not specified in the item of work, the contractor shall submit the samples as per **List of approved makes of General specifications** for approval of Engineer-in-Charge. For all other items, ISI Marked materials and fittings shall be used with the approval of Engineer-in-Charge. Wherever ISI Marked material / fittings are not available, the contractor shall submit samples of materials / fittings manufactured by firms of repute conforming to relevant Specifications or IS codes for the approval of Engineer-in-Charge.

- 9.2 To avoid delay, contractor should submit samples as stated above well in advance so as to give timely orders for procurement. If any material, even though approved by Engineer-in-Charge is found defective or not conforming to specifications shall be replaced / removed by the contractor at his own risk & cost.
- 9.3. BIS marked materials except otherwise specified shall also be subjected to quality test besides testing of other materials as per the specifications described for the item/material. Wherever BIS marked materials are brought to the site of work, the contractor shall, furnish manufacturer's test certificate or test certificate from approved testing laboratory to establish that the material procured by the contractor for incorporation in the work satisfies the provisions of specifications relevant to the material and / or the work done.
BIS marked items (except cement & steel for which separate provisions have been made in para 10.0 of these special conditions) required on the work shall be got tested, for only important tests, which govern the quality of the product, as decided by the Engineer-in-Charge. The frequency of such tests (except the mandatory test) shall be 5% of the frequency as specified in BIS. For mandatory test, frequency shall be as specified in the CPWD Specifications
- 9.4 For certain items, if frequency of tests is neither mentioned in the CPWD Specifications & BIS, then tests shall be carried out as per decision of Engineer-in-Charge.
- 10.0 **CEMENT & STEEL REINFORCEMENT (IF NOT STIPULATED TO BE SUPPLIED BY THE DEPARTMENT).**
- 10.1 Contractor has to produce manufacturers test certificate for each lot of Cement & Steel Reinforcement procured at site.
- 10.2 **CEMENT:-**
- 10.2.1 The contractor shall procure 43 Grade Portland Pozzolona Cement (Fly Ash based), required in the work from reputed manufacturers of cement as per the approved make in 50 kg. bags bearing manufacturer's name and ISI marking, along with manufacturers test certificate for each lot.
- 10.2.2 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. The cement for such testing purpose shall be supplied by the contractor free of charge. In case test results indicate that the cement arranged by the contractor does not conform to the relevant BIS Codes, the same shall 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. The cost of tests shall be borne by the contractor.
- 10.2.3 PPC shall be brought at site in bulk supply of approximately 30 tonnes or as decided by the Engineer-in-Charge.
- 10.2.4 PPC bags shall be stored in separate godowns. Separate godowns for tested cement and fresh cement (under testing) to be constructed by the contractor at his own cost as per sketches given in C.P.W.D Specifications having weather-proof roofs and walls. The size of the cement godown is indicated in the sketches for guidance. The actual size of godown shall be as per site requirements and nothing extra shall be paid for the same. Each godown shall be provided with a single door with Two locks. The keys of one lock shall remain with Engineer-in-Charge of the work and that of other lock with the authorized agent of the contractor at the site of work so that the cement is issued from godown according to the daily requirement with the knowledge of both parties. The account of daily receipt and issue of cement shall be maintained in a register in the prescribed proforma and signed daily by the contractor or his authorized agent and Engineer-in-Charge or his authorized representative in token of its correctness. The day to day receipt and issue accounts of different grade/brand of cement shall be maintained separately in the standard proforma by the contractor or his authorized representative which shall be duly signed by the authorized representative of the Engineer-in-Charge before issue to the work on day to day basis.
- The capacity of each cement go-down shall be 1000 bags of cement or more as decided by the Engineer-in-Charge and shall be constructed by the contractor at site of work and at the site of batching plant for which no extra payment shall be made. The contractor shall be responsible for

the watch and ward and safety of the cement go-downs. The contractor shall facilitate the inspection of the cement go-downs by the Engineer-in-Charge at any time.

10.2.5 The actual issue and consumption of cement on work shall be regulated and proper accounts maintained as provided in the contract. The theoretical consumption of cement shall be worked out as per procedure prescribed in Clause-42 of the contract and shall be governed by the conditions laid therein.

10.2.6 If the quantity of cement actually used in the work is found to be more than the theoretical quantity of cement including authorized variation, nothing extra shall be payable to the contractor on this account. In the event of it being discovered that after the completion of the work, the quantity of cement used is less than the quantity ascertained as herein before provided (allowing variation on the minus side as stipulated in Clause - 42), the cost of quantity of cement not so used shall be recovered from the contractor as specified in schedule. Decision of the Engineer-in-Charge in regard to theoretical quantity of cement which should have been actually used as per the schedule and recovered at the rate specified, shall be final and binding on the contractor.

For non-scheduled items, the decision of the Superintending Engineer regarding theoretical quantity of the cement, which should have been actually used, shall be final and binding on the contractor.

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

10.2.8 In case the contractor brings surplus quantity of cement the same shall be removed from the site after completion of work by the contractor at his own cost after approval of the Engineer-in-Charge.

10.2.9 Cement, which is not used within 90 days from its date of manufacture, shall be retested at approved laboratory. Until the results of such tests are found satisfactory, it shall not be used on the work.

10.3 **STEEL REINFORCEMENT: -**

10.3.1 The contractor shall procure Thermo Mechanical Treated (TMT) Steel Reinforcement bars of Fe 500D grade from Primary producers such as SAIL or Rashtriya Ispat Nigam Ltd. or Tata Steel.:

(a) The grade of the steel shall be Fe 500 D as per IS 1786-2008.

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

10.3.3 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 10.3.1 (a) 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: -

10.3.4 The steel reinforcement shall be brought in bulk supply of 10 tonnes or more or as decided by the Engineer-in-Charge alongwith manufacturer test certificate for each lot.

10.3.5 The steel reinforcement 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 these accounts. Bars of different sizes and lengths shall be stored separately to facilitate easy counting and checking.

10.3.6 Unless OTHERWISE specified elsewhere in the contract document, the testing (nominal mass, tensile strength, bend test, rebend test etc.) shall be done as per frequency of samples not less than as given below :-

SIZE OF BAR	FOR CONSIGNMENT BELOW 100 TONNES	FOR CONSIGNMENT OVER 100 TONNES
Under 10 mm dia	One sample for each 25 tonnes or part thereof.	One sample for each 40 tonnes or part thereof
10 mm to 16 mm dia	One sample for each 35 tonnes or part thereof.	One sample for each 45 tonnes or part thereof
Over 16 mm dia	One sample for each 45 tonnes or part thereof	One sample for each 50 tonnes or part thereof

- 10.3.7 The contractor shall supply free of charge the steel required for testing including transportation to testing laboratories. The cost of tests shall be borne by the contractor.
- 10.3.8 The Actual issue and consumption of steel on work shall be regulated and proper account 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 variation, recovery at the rate so prescribed shall be made. In case of excess consumption no adjustment need to be made.
- 10.3.9 Steel brought to site and steel remaining unused shall not be removed from site without the written permission of the Engineer-in-Charge.
- 10.3.10 The contractor shall submit original vouchers from the manufacturer for the total quantity of steel supplied under each consignment to be incorporated in the work. All consignment received at the work site shall be inspected by the Site staff along with the relevant documents before acceptance. The contractor shall obtain Original Vouchers and Test Certificates and furnish the same to the Engineer-in-Charge in respect of all the lots of steel brought by him from approved supplier to the site of work. The original vouchers and test certificates shall be defaced by the Site staff and kept on record in the site office.
- 10.3.11 Reinforcement including authorized spacer bars and lappages shall be measured in length of different diameters as actually (not more than as specified in the drawings) used in the work nearest to a centimeter. Wastage and unauthorized overlaps shall not be measured.
- 10.3.12 The standard sectional weights referred to as in Table 5.4 in para 5.3.4 in CPWD Specifications will be considered for conversion of length of various sizes of M.S. Bars, T or Steel Bars and T.M.T. bars into Standard Weight.
- 10.3.13 Records of actual Sectional weights shall also be kept dia-wise and lot-wise. The average sectional weight for each diameter shall be arrived at from samples from each lot of steel received at site. The decision of the Engineer-in-Charge shall be final for the procedure to be followed for determining the average sectional weight of each lot. Quantity of each diameter of steel received at site of work each day will constitute one single lot for the purpose. The weight of steel by conversion of length of various sizes of bars based on the actual weighted average sectional weight shall be termed as Derived Actual Weight. However for the stipulated issue of steel reinforcement up to and including 10mm diameter bars, the actual weight of steel issued shall be modified to take into account the variation between the actual and the standard coefficients and the contractors' accounts will be debited by the cost of modified quantity.
- 10.3.14 a) If the Derived Weight as in sub-para (10.3.13) above is less than the Standard Weight as in Sub-para (10.3.12) above then the Derived Actual Weight shall be taken for payment provided, it is within the tolerances specified in IS 1786-2008, otherwise whole lot will be rejected.
- b) If the Derived Actual Weight is found more than the Standard Weight, the Standard Weight as per in sub-para (10.3.12) above shall be taken for payment. In such case nothing extra shall be paid for the difference between the Derived Actual Weight and the Standard Weight.
- 11.0 **ENGAGING SPECIALISED AGENCIES FOR WORKS: - NOT APPLICABLE**
- 12.0 **SAMPLE QUARTER/ ROOM: -**

The contractor shall construct a sample quarter/ room complete in all respects including all Civil and Electrical details/ fixtures, as contained in “Table of Mile Stone(s)” in **Schedule-F of DNIT**, but not later than 120 days. The sample quarter/ room shall be inspected and approved by the Engineer-in-Charge. Slight changes with regard to the fixtures/ fittings/ details/ dimensions etc. may occur as per the actual requirement or in order to enhance the functionality of the product or the unit. Thus, the procurement for all the internal fittings/fixtures/ fabricated material and other material etc. shall be done by the contractor only after the approval of the sample quarter/room.

13.0 Defect liability:

13.1 The contractor’s liability during the defect liability period from the final date of completion as per clause 17 shall be limited to rectification of defects including replacement as follows which in the opinion of Engineer-in-Charge are not man made.

Sl. No.	Description	Defect Liability
(i)	Anti termite treatment.	(a) Termites found if any till guarantee period to be rectified through post ATT.
(ii)	Concrete	(a) Rectification of structural / superficial / non-structural cracks. (b) Rectification of dampness / seepage in roof slab / junctions & sunken portion. (c) Rectification of cracks in beam, shade, column.
(iii)	Brick work	(a) Rectification of cracks in panel wall / portion. (b) Cracks / settlement of dwarf walls. (c) Rectification of efflorescence.
(iv)	Joinery	(a) Replacement of warped joinery. (b) Cracks in panels, rails / styles etc.
(v)	Builders Hardware	(a) Repairs / Replacement of loosened / pre-mature failure of fittings. (b) Tightening / Replacement of sag in mosquito proofing.
(vi)	Steel & Iron work	(a) Rectification / Replacement of defective part of rolling shutter. (b) Redoing of defective portion in fabrication / welding including painting. (c) Steel windows, grills, gates etc. – defects to be rectified.
(vii)	Roof treatment	(a) Rectification of leakage / seepage of roof slab including covering at junction till guarantee period.
(viii)	Plastering	(a) Rectification of structural / superficial cracks if any. (b) Rectification of protruding / peeling off plaster if any. (c) Rectification of efflorescence
(ix)	Flooring	(a) Rectification of sinking portion of plinth protection including saucer drain. (b) Settlement of foundation & floors.
(x)	Plumbing / Sanitary fittings	(a) Making good of leakage through soil / waste pipe joints. (b) Replacement of looking mirror if found wavy. (c) Rectification of leakage of over head tanks. (d) Leakage / seepage of sunken floor, blockage of taps / pipes, non-functioning of cistern.
(xi)	Finishes	(a) Making good of defective / dissimilar patches of painting to match with remaining surfaces.
(xii)	Internal Water Supply	(a) Repairs / Replacement of defective taps / fittings. (b) Repair to leakage of GI water pipe lines including joints. (c) Removal of blockage of GI pipe lines.
(xiii)	Roads	Repair of sinking portion of road & potholes, if any
(xiv)	Sewage	(a) Rectification of slope / system if found defective during use. (b) Rectification of major blockage in Sewer lines. (c) Cracks & settlement of sewage lines.
(xv)	Drains	(a) Repair to Drains. (b) Settlement of Drains
(xvi)	External Water Supply	(a) Repairs to installations & fittings.
(xvii)	General	(a) All manufacturing defects of structures / fixtures / fittings / equipments other than listed above.

GENERAL SPECIFICATIONS FOR CIVIL & P.H. WORKS
1.0 EARTH WORK:-**1.1 Anti Termite Treatment: -**

- 1.2.1 The work shall be executed by specialized agency to be approved by the Engineer in Charge.
- 1.2.2 The Chemical shall strictly conform to Specifications & shall be as per BIS covered by ISI marking. Chemical has to be of approved quality out of preferred make. 100% material has to be procured of approved make before start of work. The chemical shall be used only after due testing & if found conforming to the Specifications. Proper account has to be kept for day to day use of Chemical.
- 1.2.3 Ten years Guarantee bond in prescribed Performa attached of **General specifications** shall be submitted by the contractor which shall also be signed by both the specialized agency and the contractor to meet their liability / liabilities under the guarantee bond. However, the sole responsibility about efficiency of anti termite treatment shall rest with the building contractor. **Ten per cent of the cost of anti termite work shall be retained as Security Deposit and the amount so deducted would be released after ten years from the date of completion of the entire work under the agreement, if the performance of the treatment/work done is found satisfactory.** If any defect/shortcoming is noticed during the guarantee period, the contractor shall rectify it within 15 days of receipt of intimation of such defects/shortcomings. In the event of failure to attend to the complaint within the specified period, the same will be got done from another agency at the risk and cost of contractor.

2.0 R.C.C. WORK:-**2.1 Design Mix Concrete**

- 2.1.1 The RCC work shall be done with Design Mix Concrete. Wherever letter M has been indicated, the same shall imply for the Design Mix Concrete. The Design Mix Concrete will be designated based on the principles given in IS: 456, 10262 & SP 23. The Conditions & Specifications stated herein shall have precedence over all conditions & specifications stated in relevant I.S. Codes / C.P.W.D. Specifications. The concrete mix shall be designed for the specified target mean compressive strength in order to ensure that work test result do not fall below the acceptance criteria specified for the concrete mix. The Contractor shall design mixes for each class of concrete indicating that the concrete ingredients and proportions will result in concrete mix meeting the requirements specified.

(a) *The contractor has to submit design mix without use of admixtures.*

(b) *Admixture may be added (by maintaining the minimum cement content as given under para-2.1.3) in case of specific technical requirement so as to meet the workability / slump requirement or for any other reason but nothing extra is to be paid to contractor on account of adding admixtures.*

- 2.1.2 The sources of coarse aggregate, fine aggregate, water, admixture & cement to be used in concrete work shall be identified by the contractor & he will satisfy himself regarding their conforming to the relevant specifications & their availability before getting the same approved from the Engineer-In-Charge.

(a) **Coarse Aggregate:-** As per CPWD Specifications

(b) **Fine Aggregate:-** As per CPWD Specifications

(c) **Water:-** It shall conform to requirements laid down in IS:456-2000 / Para 3.1.1 of CPWD Specifications

- (d) **Cement:-** PPC of grade 43 shall be used for design mix concrete and shall conform to IS-1489 (Part I). However, if the contractor uses higher grade of cement nothing extra shall be paid.
- (e) **Admixture/Plasticizer:-** The admixture shall conform to IS: 9103. Whenever required, the admixture of approved quality & approved make only shall be used to attain the required workability. Nothing extra on account of use of Admixture / Plasticizer shall be payable.

2.1.3 **Grade of Concrete:** - The compressive strength of various grades of concrete with various parameters shall be as follows: -

GRADE DESIGNATION	COMPRESSIVE STRENGTH ON 15 Cm. CUBES min. 7 DAYS (N/mm ²)	SPECIFIED CHARACTERISTIC COMPRESSIVE STRENGTH AT 28 DAYS (N/mm ²)	MINIMUM CEMENT CONTENT (Kg. Per Cub. Mtr.)	MAXIMUM WATER CEMENT RATIO	SLUMP
(i) M-20	As per Design	20	360	0.50	25-75
(ii) M-25	As per Design	25	380	0.50	25-75
(iii) M-30	As per Design	30	400	0.45	25-75
(iv) M-35	As per Design	35	420	0.45	25-75

NOTE:-

- i) In the designation of a Concrete mix letter M refers to the mix and the number of the specified characteristic compressive strength of 15 cm - Cube at 28 days expressed in N/mm².
- ii) It is specifically highlighted that in addition to the above requirements, the maximum cement content for any grade shall be limited to 530 kg. / cubic metre.
- iii) The minimum / maximum cement content for design mix concrete shall be maintained as per the quantity mentioned above. In cases where the quantity of cement required is higher than the minimum specified above to achieve desired strength based on an approved mix design, nothing extra shall become payable to the contractor.

2.1.4 The Contractor shall engage one of the following approved laboratories / test house for designing the concrete mix in accordance with relevant IS Code and to conduct laboratory tests to ensure the target strength & workability criteria for a given grade of concrete: -

- i) Technical Teacher Training Institute, Sector 26, Chandigarh.
- ii) Punjab Engineering College, Chandigarh.
- iii) NIT, Jalandhar. (Formerly known as REC, Jalandhar.)
- iv) IIT, New Delhi.
- v) Chandigarh Engineering College, Sector 26, Chandigarh.

The various ingredients for mix design / laboratory tests shall be sent to the lab / test houses through the Engineer-in-charge and the samples of such aggregates sent shall be preserved at site by the department.

In the event if all the **above** laboratories are unable to carry out the requisite design / testing, the contractor may have it done from any other laboratory with prior approval of the **Superintending Hospital Engineer**.

2.1.5 The contractor shall submit the report on design mix from any of above approved laboratories for approval of Engineer in Charge within 30 days from the date of issue of letter of acceptance of the tender. No concreting shall be done until the design mix is approved. In case of White Portland

Cement and the likely use of admixtures in concrete with ordinary Portland/White Portland Cement, the contractor shall design and test the concrete mix by using trial mixes with white cement and / or admixtures also, for which nothing extra shall be payable.

- 2.1.6 In case of change of source or characteristic properties of the ingredients used in the concrete mix during the work, the contractor as per the directions of the Engineer-in-charge shall submit a revised laboratory mix design report conducted at laboratory established at site.
- 2.1.7 All cost of mix designing and testing, connected therewith, including charges payable to the laboratory shall be borne by the Contractor including redesigning of the concrete mix whenever required & as directed by Engineer-In-Charge.
- 2.1.8 The mix design for a specified grade of concrete shall be done for a target mean compressive strength $T_{ck} = F_{ck} + 1.65s$

Where F_{ck} = Characteristic compressive strength at 28 days.
 s = Standard deviation which depends on degree of quality control.

The standard deviation for different grades of concrete shall be as follows: -

GRADE OF CONCRETE	STANDARD DEVIATION
M-20	4.0
M-25	4.0
M-30	5.0
M-35	5.0

2.1.9 TRIAL BATCHES

- The designed mix proportions shall be checked for target mean compressive strength by means of trial batches.
- Minimum Two sets of separate preliminary tests shall be carried out for each trial batch of concrete mix. Each test shall comprise of six specimens and only one test-set of six specimens shall be made on any particular day.
- The quantities of materials for each trial mix shall be sufficient for at least six specimens (cubes) and the concrete required for carrying out workability tests.
- The workability of trial mix No.1 shall be measured and mix shall be carefully observed for freedom from segregation, bleeding and its finishing characteristics. The water content, if required, shall be adjusted corresponding to the required changes in the workability.
- With the modified Water Content, the mix proportions shall be recalculated by keeping with water cement ratio unchanged. The mix proportion, as modified, shall form the Trial Mix No.2 and tested for the specified strength and workability.
- In addition, trial mix No.3 and 4 shall be designed by keeping water contents same as that determined for trial mix 2 but varying the water cement ratio by ± 10 percent of the specified value and tested for their design characteristics.
- Out of the six specimen of each set, Two shall be tested at seven days and remaining Two at 28 days. The preliminary tests at seven days are intended only to indicate the strength to be attained at 28 days, while the design mix shall be approved only on the basis of test strength at 28 days.

2.1.10 APPROVAL OF DESIGN MIX

The design mix shall be considered satisfactory and approved if at least Two preliminary test-sets individually satisfy the following strength and workability criteria:

- (a) The average strength of each test-set is not less than the specified target mean compressive strength (Tck).
- (b) The strength of any specimen cube is not less than 0.85 Tck.
- (c) The concrete mix is of required degree of workability and acceptable concrete finish.

2.2 BATCHING & MIXING:-

- (a) All design mix concrete shall be done using fully automatic batching plant conforming to IS: 4925 of minimum 10 cum per hour capacity. The automatic batching plant shall be charged by devices when actuated by a single starter switch, will automatically start the weighing operation of each material (i.e. stone aggregate, sand, cement, water, admixture etc.) and stop automatically when designated weight of each material has been reached and also it should have rated capacity (in terms of concrete in a single batch). It shall have control panel for operation of the batching plant complete with printing facility.
- (b) In case of non-availability of batched concrete, Ready Mix Concrete (RMC) may be used. Transit mixtures shall transport the concrete to site. All the precautions shall be taken during the transportation and handling of concrete to achieve the desired strength, durability, etc. as envisaged in the Mix Design. Contractor has to get the approval from Engineer-In-Charge regarding source of RMC by giving the details of such plants indicating name of owner / company, its location, technical establishment, past experience and text of Memorandum of Understanding (proposed to be entered between purchaser and supplier). The Engineer-in-Charge, after satisfying himself about quality / capability of the company shall give approval in writing (subject to drawing of MOU). The MOU shall be drawn with RMC plant owner / company and submitted to Engineer-in-Charge within a week of such approval. The contractor will not be allowed to purchase RMC without completion of above formalities for use in the project. Notwithstanding the approval granted by Engineer-in-Charge in aforesaid manner, the contractor shall be fully responsible for quality of concrete including input control, production, transportation and placement etc. The Engineer-in-Charge will reserve the right to deploy his supervisor at plant site to inspect at any such stage and reject the material / concrete etc if he is not satisfied about quality of material / product.
- (c) All measuring equipment shall be maintained in a clean and serviceable condition and their accuracy shall be checked at least once a month.
- (d) Only single sized good quality stone aggregate shall be brought to site of work from the approved source. The grading of the stone aggregate shall be controlled by blending the aggregate of different sizes in the required proportions at site of work
The aggregate of different sizes shall be stock-piled separately, preferably a day before use.
The grading of coarse and fine aggregates shall be checked as frequently as possible and as directed by the Engineer-In-Charge to ensure that the specified grading and quality of aggregate is maintained.
- (e) It is important to maintain the Water Cement Ratio constant at its specified or approved value by making adjustment for the moisture contents of both fine and coarse aggregates. The moisture contents in the aggregate shall be determined as frequently as possible in keeping with the weather conditions and as per the provisions of IS: 2386 (Part-III).

2.3 OTHER OPERATIONS: -

All other operations in concreting work like mixing, slump, laying, placing of concrete, compaction, curing etc. not mentioned in this particular specifications for Design Mix of Concrete shall be as per CPWD Specifications.

2.4 SAMPLING:-

- (a) Samples from fresh concrete shall be taken as per IS 1199-1959 and the test cubes shall be made, cured and tested in accordance with IS: 516-1959.
- (b) Each test sample shall comprise of six test cubes (specimen), Two of which shall be tested at 7 days and remaining for tests at 28 days.
- (c) **FREQUENCY OF SAMPLING: -**
 - (i) A random sampling procedure shall be adopted to ensure that the sampling is spread over the entire period of concreting and cover all mixing units. The concrete work shall be notionally divided into lots as under for the purpose of sampling conditions.
 - Footings, rafts etc.
 - Columns and walls at all levels.
 - Beams at all levels.
 - Slabs at all levels.
 - (ii) At least one test sample shall be taken for each lot of concrete work.
 - (iii) Each grade of concrete shall form different lot for testing.
 - (iv) The minimum frequency of sampling of concrete of each grade shall be in accordance with CPWD specification 2009, Vol I with upto date correction slips.
 - (v) The concrete work shall be assessed on day to day basis & samples shall be taken as specified.
 - (vi) Work strength test shall be conducted in accordance with IS: 516 on random sampling.

2.4.1 TEST RESULTS OF SAMPLES: -

The test results of the sample shall be the average of the strength of Two specimens. The individual variation shall not be more than $\pm 15\%$ percent of the average. If variation is more, the test results shall be treated as invalid. 90% of the total tests shall be done at the laboratory established at site by the contractor and remaining 10% in any other laboratory as directed by the Engineer-in-Charge.

2.4.2 STANDARD OF ACCEPTANCE: -

- i) In case the test results of all the samples are above the characteristic compressive strength, the concrete shall be accepted.
- ii) In case the test result of one or more samples fails to meet the requirement (i) above, it shall be accepted if it meets the requirement as laid down in CPWD Specification.
- vi) Concrete of each grade shall be assessed separately.
- vii) Concrete is liable to be rejected, if it is porous or honeycombed or its placing has been interrupted without providing a proper construction joint or the reinforcement has been displaced beyond the tolerances specified, or construction tolerances have not been met.

2.5 MEASUREMENT –

- (i) As per CPWD Specifications.
- (ii) In respect of all projected slabs at all levels including cantilever, canopy, the payment for the RCC work shall be made under the item RCC slabs. The payment for shuttering at the edges shall be made under item of centering and shuttering for RCC slabs. Nothing extra shall be paid for the side shuttering at the edge of these projected balconies / projected verandah slabs.

2.6 TOLERANCES - As per CPWD Specifications.**2.7 RATES: -**

- (i) The quoted rate includes the cost of materials, labour and T&P, including mixing, placing, transportation involved in all the operations described above except for the cost of centering, shuttering & reinforcement which will be paid for separately.

- (ii) In case of rejection of concrete on account of unacceptable compressive strength, governed by para “Standard of Acceptance” as above, the work for which samples have failed shall be redone at the cost of contractor. However, the Engineer-in-charge may order for additional tests (like cutting cores, ultrasonic pulse velocity test, load test on structure or part of structure, etc) to be carried out at the cost of contractor to ascertain if the portion of structure wherein concrete represented by the sample has been used, can be retained on the basis of results of individual or combination of these tests. The Contractor shall take remedial measures necessary to retain the structure as approved by the Engineer-in-charge without any extra cost. However, for payment, the basis of rate payable to contractor shall be governed by the 28 days cube test results and reduced rates shall be regulated in accordance with CPWD Specifications.

2.8 R C C WORK (ORDINARY)

- 2.8.1 The work shall be done in accordance with CPWD Specifications.
- 2.8.2 Water Cement ratio for Ordinary RCC work shall not be more than 0.5. Contractor shall use concrete mixture of proper design having arrangement for measuring water for mixing of concrete.

2.9 FORM WORK

- 2.9.1 The work shall be done in general as per CPWD Specifications.
- 2.9.2 Only M.S. centring / shuttering and scaffolding material unless & otherwise specified shall be used for all R.C.C. work to give an even finish of concrete surface. However, marine-ply shuttering in exceptional cases as per site requirement may be used on specific request from contractor to be approved by the **Engineer-in-Charge**.
- 2.9.3 Nothing extra shall be paid for the centring and shuttering, circular in shape whenever the formwork is having a mean radius exceeding 6m in plan.
- 2.9.4 Nothing extra shall be paid for grid beams and the corresponding slabs having clear span more than 1.20 metres.
- 2.9.5 In order to keep the floor finish as per architectural drawings and to provide required thickness of the flooring as per specifications, the level of top surface of R.C.C. shall be accordingly adjusted at the time of its centring, shuttering and casting for which nothing extra shall be paid to the Contractor.
As per general engineering practice, level of floors in toilet / bath, balconies, shall be kept 12 to 20mm or as required, lower than general floors shuttering should be adjusted accordingly. Nothing extra is payable on this account.
- 2.9.6 Steel shuttering as approved by the Engineer-in-Charge shall be used by the contractor. Minimum size of shuttering plates shall be 600mm x 900mm except for the case when closing pieces are required to complete the shuttering panels.

Dented, broken, cracked, twisted or rusted shuttering plates shall not be allowed to be used on the work.

The shuttering plates shall be cleaned properly with electrically driven sanders to remove any cement slurry or cement mortar or rust. Proper shuttering oil or de-bonding compound shall be applied on the surface of the shuttering plates in the requisite quantity before assembly of steel reinforcement.

2.10 REINFORCEMENT:-

- 2.10.1 The reinforcement shall be done as per CPWD Specifications.
- 2.10.2 The quoted rate of item of reinforcement of RCC work includes all operations including straightening, cutting, bending, welding, binding with annealed steel or welding and placing in position at all the floors with all leads and lift complete as per CPWD Specifications.
- 2.10.3 The contractor shall provide approved type of support for maintaining the bars in position and ensuring required spacing and correct cover of concrete to reinforcement as called for in the

drawings, spacer blocks of required shape and size. Chairs and spacer bars shall be used in order to ensure accurate positioning of reinforcement. **Spacer blocks shall be cast well in advance with approved proprietary pre-packed free flowing mortars (Conbextra as manufactured by M/S Fosroc Chemicals India Ltd. or approved equivalent)** of high early strength and same colour as surrounding concrete, Pre-cast cement mortar/concrete blocks/blocks of polymer shall not be used as spacer blocks unless specially approved by the Engineer-in-charge, quoted rate of RCC items is inclusive of cost of such cover blocks.

2.11 PRE-CAST RCC WORK

- 2.11.1 The work shall be done in accordance with CPWD Specifications.
- 2.11.2 Pre-cast reinforced concrete units shall be of grade or mix as specified. Provision shall be made in the mould to accommodate fixing devices such as hooks etc. and forming of notches and holes. Each unit shall be cast in one operation. A sample of the unit shall be got approved from Engineer-in-charge before taking up the work.
- 2.11.3 Pre-cast units shall be clearly marked to indicate the top of member and its location.
- 2.11.4 Pre-cast units shall be stored, transported and placed in position in such a manner that these are not damaged.
- 2.11.5 The compaction of the concrete shall be done by vibrating, table or external vibrator, as approved by Engineer-in-charge. The rate quoted for the item shall include the element for framework and mechanical vibration.
- 2.11.6 The quoted rate for item includes cost of all materials, labour, and all operations involved. Cost of M.S. frames, lugs including their welding, lifting hooks is also included.

3.0 BRICK WORK:-

- 3.1 The brickwork shall be carried out with good quality well burnt FPS bricks of class designation 75 as per CPWD Specifications.
- 3.2 The quoted rate shall also include for leaving chases / notches for dowels / cramps for all kinds of cladding to come over brick work.
- 3.3 **Brick work provided around shaft or lift walls or around slab cutouts shall be measured in the brick for corresponding floor level. Nothing extra shall be paid on this account.**
- 3.4 **M.S. Strip provided at every third course of half brick masonry shall be in single piece. If required, welding joint can be used without overlaps. Nothing extra shall be paid for welding and overlaps.**

4.0 STONE / MARBLE WORK :-

- 4.1 General: - The execution of stones work shall be in general as per CPWD Specifications.

4.2 SAMPLES FOR STONE WORK:-

Samples of each item of stone work either individually or in combination shall be prepared for approval of Engineer-in-charge before commencement of work.

5.0 WOOD WORK:-

- 5.1 The wood work in general shall be carried out as per CPWD Specifications.
- 5.2 The sample of timber to be used shall be deposited by the contractor with Engineer-in-charge before commencement of work.
- 5.3 Glazing for toilets shall be of translucent type.
- 5.4 The shape and size of beading shall be as per drawings. The joints of beading shall be mitred.
- 5.5 Timber shall be of specified species, good quality and well seasoned. It shall have uniform colour, reasonably straight grains and shall be free from knots, cracks, shakes and sapwood. It shall be

close grained. The contractor shall deposit the samples of species of timber to be used with the Engineer-in-Charge for testing before commencement of the work.

- 5.6 Wood work shall not be painted, oiled or otherwise treated before it has been approved by the Engineer-in-charge. All portion of timber including architrave abutting against masonry, concrete, stone or embedded in ground shall be painted with approved wood preservative or with boiling coaltar.
- 5.7 The contractor(s) shall produce cash voucher and certificates from approved Kiln Seasoning Plants about the timber used on the work having been kiln seasoned and chemically treated by them, falling which it would not be so accepted as kiln seasoned and/or chemically treated.
- 5.8 Transparent sheet glass conforming to IS: 2835 – 1977 shall be used. Thickness being governed as under unless otherwise specified in the item in wood work/steel work:

Area of Glazing	Thickness
(a) For glazing area up to 0.50 sqm	4.0 mm
(b) For glazing area more than 0.50 sqm	5.5 mm

- 5.9 Factory made panelled / wire gauge door shutters.
- 5.10 The work shall be executed through specialized agencies to be approved by the Engineer in Charge.
- 5.11 The shutters should be fabricated in factories & fabrication should conform to CPWD Specifications Para 9.6.6 & IS 1003 Part-I.
- 5.12 The contractor shall propose well in advance to Engineer-in-Charge, the names and address of the factory where from the contractor intends to get the shutters manufactured along with the credential of the firm. The contractor shall place the order for manufacturing of shutters only after obtaining approval of the Engineer in Charge whose decision in this case shall be final & binding. In case the firm is not found suitable he shall propose another factory. The factory may also be inspected by a group of officers before granting approval; shutters shall however he accepted only if these meet the specified test.
- 5.13 Contractor will arrange stage wise inspection of the shutters at factory by the Engineer-in-Charge or his authorized representative. The contractor will have no claim if the shutters brought at site in part or full lot are rejected by the Engineer-in-Charge due to bad workmanship / quality. Such defective shutters will not be measured and paid. The contractor shall remove the same from the site of work within 7 days after the written instruction in this regard are issued by the Engineer-in-Charge.
- 5.14 The shutters should be brought at site without primer / painting.
- 5.15 Inspection of shutters shall be carried out for dimensions & tolerances, size & type general constructions workmanship, finish & glazing at the following frequency:-

Lot Size	Sample size	Permissible number of defectiveness
Upto 25	2	0
26 to 50	5	0
51 to 100	8	0
101 to 150	13	1
151 to 300	20	2
301 to 500	32	3
501 to 1000	50	5

1001 & above	80	7
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Criteria for conformity:-

Any sample shutter failing in any one or more of the requirements inspected for as above shall be considered as defective. A lot shall be considered as having satisfied the requirements of the standard if the number of defective shutters in the sample does not exceed the corresponding permissible number of defectiveness given above.

5.16 Testing:- The shutters shall be tested for species, seasoning & treatment, defects in the timber, panel material, construction & workmanship in the approved Govt. Laboratory at the following frequency:-

Lot Size	Sample size
Upto 50	2
51 to 100	8
101 to 150	13
301 to 500	32
501 to 1000	50
1001 & above in multiple of 1000	80

If shutters are found defective in any one of the criterion, double the shutter shall be tested & if found permissible, can be accepted. If shutter is found defective in more than one criterion, the whole lot shall be rejected.

6.0 **STEEL WORK:-**

6.1 The work shall be carried out as per CPWD Specifications.

6.2 **Pressed Steel Frame / T Iron Frames:** - The work shall be done as per CPWD Specifications. The frames shall be fabricated in approved workshops. The angle and flat iron frames for cupboard shall also be fabricated from the above approved workshops.

6.3 **Steel windows / ventilators:** The work shall be done strictly as per CPWD Specifications. Flash butt-welded steel windows / ventilators only shall be provided and shall be procured from the approved manufacturers. The corners should be welded to form a solid fused welded joint conforming to the requirement given below.

- a) Weld shall be made all along the place of meeting the member.
- b) Weld should be properly grounded.
- c) Complete cross section of the corner shall form a solid joint with no cavities, free from cracks, under cutting, overlaps, gross porosity and entrapped slag.

All sub dividing and glazing bars shall be tennoned & riveted into the frames i.e. all centre mullion section F4B and glazing section T2, T6 shall not be directly welded to the frames. For this a slot has to be cut in the frames, the F4B / T2 / T6 section inserted into it & head be hydraulically tennoned & riveted by Tennon Rivetting Machine.

The thickness of projecting type hinges shall not be less than 3.15 mm. For fixing of hinges to outer frame, slot shall be cut, hinges inserted & welded at the back. For non projected type hinges if allowed, the wall thickness shall not be less than 3 mm & total width not less than 40 mm. For fixing, the slot shall be cut in the fixed frames, hinge flap inserted & welded from the back.

The fixing lug shall be as per IS 1038 with adjustable slot & fixed to window frames by screws & nuts.

The fixing of unit shall be done as per IS 1081.

6.4 **M.S. Sheet Door** – M.S Sheet shall be in one piece i.e. no joint in M.S. Sheet shall be permitted.

7.0 FLOORING:-

- 7.1 All work in general shall be carried out as per CPWD Specifications.
- 7.2 Whenever flooring is to be done in patterns of tiles and stones, the contractor shall get samples of each pattern laid and approved by the Engineer-in-charge before final laying of such flooring. Nothing extra shall be payable on this account.
- 7.3 Different stones / tiles used in pattern flooring shall be measured separately as defined in the nomenclature of the item and nothing extra for laying pattern flooring shall be paid over and above the quoted rate. No additional wastage, if any, shall be accounted for any extra payment.
- 7.4 Samples of flooring stones (Kota/ Marble/ Granite etc.) shall be deposited well in advance with the Engineer-in-Charge for approval. Approved samples should be kept at site with the Engineer-in-Charge and the same shall not be removed except with the written permission of Engineer-in-Charge. No payment whatsoever shall be made for these samples.
- 7.5 The Marble/ Kota/ Granite or any other stone shall be fully supported by the details establishing the quarry and its location.
- 7.6 Full width Marble/ Kota/ Granite stone over kitchen platform shall be provided which shall not be less than 900mm long except to adjust for closing pieces. The marble / stone flooring in treads and risers of staircase shall not be less than 1500mm long except to adjust the closing pieces. Nothing extra shall be paid on these accounts.

7.7 Precast Terrazo Tile Flooring

The tiles shall be procured from the manufacturer as per List of approved makes of **General specifications**.

The tiles of 250 x 250 x 22 mm size shall be used & sample of tiles shall be got approved from the Engineer-in-Charge.

7.8 Ceramic Tiles Flooring

The tiles shall be procured from the approved manufacture of the approved shade & colour.

The tile shall be conforming to IS-13755 & IS-13753 for floor and wall tiles respectively.

Tiles for dado shall be 200mm x 300mm (minimum size) GROUP-III as approved.

Tiles for flooring shall be 300mm x 300mm (minimum size) GROUP-V Tiles as approved.

Test shall be conducted to satisfy the quality of material as per CPWD Specifications

- 7.9 The quoted rate of items of flooring is inclusive of providing sunken flooring in bathrooms, kitchen etc. and nothing extra on this account is admissible. The proper gradient shall be given to flooring for toilets, verandah, kitchen, courtyard, etc. as per the directions of Engineer-in-charge.

8.0 WATER PROOFING FOR SUNKEN FLOORS:-

- 8.1 The work shall be got executed from the specialized agency as approved by the Engineer in Charge.
- 8.2 Total quantity of the water proofing compound required shall be arranged only after obtaining the prior approval of the make by Engineer-in-charge in writing. Materials shall be kept under double lock and key and proper account of the water proofing compound used in the work shall be maintained. It shall be ensured that the consumption of the compound is as per specified requirements.
- 8.3 The finished surface after water proofing treatment shall have adequate smooth slope as per the direction of the Engineer-in-charge.
- 8.4 Before commencement of treatment on any surface, it shall be ensured that the outlet drain pipes / spouts have been fixed and the spout openings have been chased and rounded off properly for easy flow of water.

8.5 **GUARANTEE BOND:-**

3 years Guarantee bond in prescribed proforma at **of General specifications** shall be submitted by the contractor which shall also be signed by both the specialized agency and the contractor to meet their liability / liabilities under the guarantee bond. However, the sole responsibility about efficiency of water proofing treatment shall rest with the building contractor. **(Ten per cent) of the cost of painting work shall be retained as Security Deposit and the amount so deducted would be released after 3 years from the date of completion of the entire work under the agreement, if the performance of the treatment is found satisfactory.** If any defect is noticed during the guarantee period, the contractor shall rectify it within 15 days of receipt of intimation of defects in the work. If the defects pointed out are not attended to within the specified period, the same will be got done from another agency at the risk and cost of contractor.

9.0. **FINISHING:-**

9.1 The work shall be done in accordance with CPWD Specifications.

9.2 All painting material of approved brand and manufacturer shall be brought to the site of work in the original sealed containers. The material brought to the site of work shall be sufficient for at least 30 days of work. The material shall be kept under the joint custody of contractor and representative of the Engineer-in-charge. The empty containers shall not be removed from the site till the completion of the work without permission of the Engineer-in-charge.

10.0 **SANITARY INSTALLATIONS /WATER SUPPLY / DRAINAGE:-**

10.1 The contractor shall submit schematic drawing of water supply and sanitary installation showing details of layout, including internal water supply and drainage details, showing the detail of water supply lines including fittings diameter wise and fixtures connecting to soil waste through traps and connection of W.C. to main shaft pipe for drainage including its ventilation system for approval of Engineer-in-Charge.

10.2 For the work of water supply and sanitary installations, the contractor shall engage the approved licensed plumbers and submit the name of proposed plumbing agencies with their credentials for approval of the Engineer-in-Charge.

10.3 The work in general shall be carried out as per CPWD Specifications.

10.4 The tendered rates shall include the cost of cutting holes in walls, floors, RCC slabs etc. wherever required and making good the same for which nothing extra shall be paid.

10.5 The Centrifugally spun cast iron pipe IS: 3989-1984 wherever necessary shall be fixed to RCC columns, beams etc. with rawl plugs of approved quality and nothing extra shall be paid for on this account.

10.6 The Centrifugally spun cast iron pipe IS: 3989-1984 wherever necessary shall be fixed to RCC columns, beams etc. with rawl plugs of approved quality and nothing extra shall be paid for on this account.

10.7 The pig lead to be used in the jointing should be as per CPWD specifications.

10.8 Nothing extra for providing & fixing CP Brass caps /extension pieces wherever required for CP Brass fittings shall be paid beyond the rates payable for corresponding CP Brass fittings

10.9.1 The entire responsibility for the quality of work will however rest with the building contractor only and he shall submit a Guarantee Bond as per Proforma **of General specifications**. 10% (ten percent) of the cost of these items would be retained as security deposit and the amount so deducted would be released after Two years from the date of completion of the entire work under the agreement, if the performance of the items is found satisfactory. If any defect is noticed during the guarantee period, the contractor should rectify it within seven days and if not attended to the same will be got done from another agency at the risk and cost of contractor. However, this

security deposit can be released in full if bank guarantee of equivalent amount is produced and deposited with the department.

11.0 SPECIFICATIONS FOR SOLID POLY VINYL CHLORIDE (PVC) DOOR SHUTTERS:-

11.1.0 SCOPE

11.1.1 This specification lays down requirement regarding types, sizes, material, construction, workmanship, finish, performance evaluation, sampling and testing of solid Poly Vinyl Chloride (PVC) Panelled door shutters for use in residential buildings, non-residential buildings such as offices, schools, hospital, etc.

11.1.2 The specification does not cover large size door shutters for industrial and special buildings such as workshops, garages, godowns etc.

11.1.3 PVC door shutters shall be used in internal locations only.

11.2.0 REFERENCES:

11.2.1 The Indian Standards and other Standards listed in Annexure-I are necessary adjuncts to this standard. The products bearing BIS certification i.e. ISI Mark with code number shall have precedence over those not bearing ISI Mark.

11.3.0 TERMINOLOGY

11.3.1 For the purpose of this specification, the definitions given below in addition to those given in IS 707-1976 shall apply:

11.3.1.1

- (i) Blistering: Air or solvent entrapped during moulding.
- (ii) Colour Blots: Colour Blots occurring on account of uneven distribution of pigment.
- (iii) Crazing: Fine hair cracks on the surface.
- (iv) Defective Impregnation: Imperfect impregnation of PVC resin with other additives.
- (v) Colour Fading: Fading of colour on exposure to sunlight.
- (vi) Impurities: Presence of matter other than those specified.
- (vi) Pin holes: Pores of size less than 1mm appearing on the surface.
- (vii) Small Pores: Pores of size more than 1mm appearing on the surface.
- (viii) Wrinkling: A slight ridge or furrow on surface.
- (ix) Aggregate Defects: Presence of defects such as pin holes, impurities and traces of mending 5 or more in aggregate for defects at localized place.

11.4.0 HANDLING:

11.4.1 Handling and direction of closing of shutters shall be designated in accordance with IS: 4043:1969.

11.5.0 MATERIAL:

11.5.1 Poly Vinyl Chloride Resin (suspension grade) in the basis raw material of PVC compound PVC resin in mixed with chemicals like calcium searate, hydrocarbon Wax, Titanium dioxide, calcium carbonate Acrylic base etc. Further additives like UV stabilizers, impact modifiers, pigments, epoxy plasticizer, lubricants, acrylic processing aid etc. are also added. The purpose of adding the chemicals and additives is to impart strength, surface finish, colour and resistance to fading by light rays. These chemicals are mixed in the desired proportion and shall be used in the formulation of PVC material and for free and smooth extrusion of PVC cellular sheets.

11.6.0 PROCESS:

11.6.1 MIXING: The PVC material so formulated with the addition of chemicals, filters & additives shall be mixed dry powder from in a high speed hot mixer at a temperature of 110° C to 125° C. The heated dry blend is then to be cooled at room temperature. However, the temperature has to be determined keeping in view the climatic conditions and the process requirements.

- 11.6.2 **EXTRUSION:** The cooled dry blend is off loaded into the hopper of the extruder, and then is fed to the screw & barrel of the extruder, where it is melted and kneaded at varying temperatures upto 205° C by rotating screws. The thick pate of PVC material is then passed through a hot die to make the sheet of required thickness.
- 11.6.3 **POLISHING:** The basic shape of the sheet so acquired is then polished with the help of a Two-roll calendar. At the same time the sheet is cooled by circulating water in the rolls of the calendar and thereafter on a roller table by atmospheric air.
- 11.6.4 **CUTTING:** The final finished product coming out of the haul-off is cut as per the required size.
- 11.7.0 **RANGE OF PVC PANELLED DOOR SHUTTERS:**
- 11.7.1 For the purpose of this specification, solid panelled door shutter of thickness 30/32mm has been considered to meet the requirements of various users. The different components required for the door shutters are given in table No. 1 in annexure.
- 11.8.0 **CONSTRRUCTION / FABRICATION:**
- 11.8.1 **GENERAL:**
- 11.8.1.1 The door shutters shall be manufactured under controlled conditions in factroires having adequate facilities for working with PVC cellular sheet including moulding, cutting and joining, fabrication etc.
- 11.8.1.2 While manufacturing door shutyters, only components indicated in Table No. 1 shall be used for the shutter.
- 11.8.1.3 PVC door shutter shall be made out of the extruded PVC cellular sheets for styles, top rail, middle and bottom rail and paneling as given Table No. 1.
- 11.8.1.4 All the members of the door shutter shall be straight, smooth and well planned at right angles to each other. Any warp of bow shall not be more than 1.50mm.
- 11.8.2 **FABRICATION OF SHUTTER:**
- 11.8.2.1 Steel frame: Mild steel square tube of specified size shall be cut to required size and welded at the comers to from steel door frame. It should be painted with red oxide anticorrosive paint.
- 11.8.2.2 PVC Styles: Styles made of PVC Cellular sheet shall be cut to required length and width, which shall be then “V” grooved in parallel to the required thickness of the doors. The “V” grooves are heated by hot air under controlled temperature and moulded to from “C” sections.
- 11.8.2.3 PVC Rails: Top Rail, Bottom Rail ad Lock Rail are made of PVC Cellular sheets by cutting the sheets to the required size.
- 11.8.2.4 PVC Panel: Panel made of PVC cellular sheet of 5mm thickness shall be out to required size in length and width.
- 11.8.2.5The PVC panel shall be inserted in between the MS Frame, then the PVC Styles and Rails shall be bonded on the length and width sides of frames. The gap between the Panel and the “C” section of styles and rails shall be filled up with PVC beading and bonded. Lock rail at the centre shall be bonded on the either sides of PVC. The gap between the top and bottom surface is filled by PVC sheet strips called gap inserts to completely seal the door.
- 11.8.3. **FIXING OF THE SHUTTER:**
- 11.8.3.1The PVC door shutter as fabricated above should be fixed to the door frame of M.S. T-iron with necessary butt hinges of required size as per para 11.8.3.2 of this specification by using No. 10-12mm long counter sunk fully threaded parallel shank steel screws. In case the PVC shutter is to be fixed to wooden frame/PVC frame, the screws to be used in the butt hinge shall be No. 10-40mm counter sunk fully threaded parallel shank steel screws. For fixing butt hinges to PVC shutter, use No. 10-40mm long counter sunk fully threaded parallel shank steel screws. All the screws should be screwed in by screwdriver and in no case these shall be hammered.

11.8.3.2 Each door shutter shall be fixed to the frame with 4 hinges of required size unless otherwise specified by the purchaser. The top and bottom hinges shall be fixed at location 200mm below top and 200mm above bottom of shutter. The remaining Two hinges shall be placed at one-third distance between top and bottom hinges.

11.8.3.3 For cup board shutters, side hung of height upto 1.20metre each leaf shall be hung on plano hinges and for shutter of height more than 1.2 metre, each leaf shall be hung on Two M.S. butt hinges of required size at quarter points. On shutter side the screws to be used in butt hinges shall be No. 10x25mm long counter sunk fully threaded parallel shank steel screws. On door frame side screws to be used in the butt hinges shall be No. 0-12mm counter sunk fully threaded parallel shank steel screws in case T-iron frame is used. And in case of wooden door frames, screws shall be No. 10-25mm long counter sunk fully threaded parallel shank steel screws.

11.8.3.3.1 All screws shall be counter sunk fully threaded parallel shank steel screws only, unless otherwise specified. All the screws shall be screwed in with screw driver only and in no circumstances screws shall be hammered in.

11.8.4 FITTINGS AND ACCESSORIES:

11.8.4.1 Door stoppers aluminium/brass: These shall be fixed to the door shutter as required by the purchaser as per size and shape approved by him. Cleats and blocks of wood should not be used in any circumstances.

Fittings other than hinges like pull bolt lock, mortice lock, latch floor door stoppers etc. conforming to clause 9.21 of CPWD Specifications 2009 shall be provided as per the schedule of fitting decided by the purchaser.

11.8.4.2 Mortice lock or latches: Shutter shall be shop prepared for taking mortice locks or latches a may be ordered. Shop preparing the door with morticed holes for lock fixing shall be done when desired by the purchaser.

DIMENSIONS, SIZES AND TOLERANCES:

Table 1:- Dimension of door Shutters.

S. No	Type of Shutter	Sizes (mm)	Thick-ness	PVC Sheet Section Used							
				Styles		Beading Rails		Rails		Panel Thick-ness	M.S. Sq. Tube.
				T	W	T	W	T	W		
1.	Panel door shutter DS1 (A)	730W – 2060 H	30mm	5	50	5	25	5	t=75 l=75 B=75	5	19 x 19
2.	Panel door shutter DS2 (A)	730W – 2060 H	30mm	5	75	5	50	5	t=100 l=100 B=100	5	19 x 19
3.	Panel door shutter DS3 (A)	730W – 2060 H	30mm	5	75	5	50	5	t=100 l=100 B=100	5	19 x 19
4.	Panel door shutter DS1 (B)	730W – 2060 H	30mm	5	50	5	25	5	t=100 l=100 B=100	5	19 x 19
5.	Panel door shutter DS2 (B)	730W – 2060 H	30mm	5	75	5	50	5	t=100 l=100 B=100	5	20 x 20
6.	Panel door shutter DS3 (B)	730W – 2060 H	30mm	5	75	5	50	5	t=100 l=100 B=100	5	19 x 19

Note:

T = Thickness

t = top rail

11.10.3 All the four edge of the door shutter shall be square. The shutter shall be free from Twist or Wrap in its plane.

11.10.4 The colour of the door shall be as mutually agreed between the purchaser and the manufacturer, which would be selected by the purchaser from the available range of colours being manufactured before placing order.

11.10.5 Scattered pin holes duly repaired and finished by apply resin and not noticeable shall be accepted

11.10.6 No painting, primer is to be applied on the PVC door shutter.

11.11.0 TEST

11.11.1 TEST ON SHUTTERS

11.11.1.1 The tests as per Table – 3 shall be carried out by the manufacturer on door shutters. The method of carrying out the tests shall be as per IS: 4020-1994. Acceptability criteria shall be as mentioned against each test.

11.11.1.2

TABLE NO. 3 TEST ON DOOR SHUTTER

S.No.	Test	Acceptable criteria
1.	Dimensions and defects of squareness Rest	As per IS : 4020 – 1994
2.	General Flatness Test	-do-
3.	Local Planeness Test*	-do-
4.	Impact Indentation Test	-do-
5.	Edge loading Test	-do-
6.	Buckling Test	-do-
7.	Misuse Test	-do-
8.	Slamming Test	-do-
9.	Shock Resistance Test	-do-
10.	Screw Holding Power Test	-do-

* Local planeness test shall be carried out on the rails, styles and panels separately.

11.11.2 Test on Material

11.1.2.1 Test as per Table – 4 shall be conducted on PVC sheet cut from the door shutter. The method of carrying out the test shall be as per reference code mentioned against each test. Acceptance Criteria shall be given against each test.

TABLE – 4 TEST ON PVC MATERIALS

S.No.	Test	Test Method as per	Acceptable Value
1.	Density (at 27° C)	DIN 53479	Not less than 0.50 gm/cc
2.	Tensile strength at yield	DIN 53455	10 Mps
3.	Elongation at Break	DIN 53455	Not less than 30%
4.	Impact Strength (IZOD) (Charpy unnotched)	DIN 53453	Not less than 15 kg/m ³
5.	Hardness	DIN 53456	Not less than 25 n/mm ²
6.	Compressive strength at 10% strain	ASTMD – 695	Not less than 8.83 kg/ cm ²
7.	Flexural stress	DIN 53452	Not less than 20 Mpa
8.	Thermal Conductivity	DIN 52612	0.059 W/mk
9.	Water absorption after 96 hrs.	DIN 53495	Below 1%
10.	Fire Rating	BS 476	BI'

11.12.0 LIST OF REFERRED INDIAN & OTHER STANDARDS

IS No.	TITLE
IS: 707 – 1976	Glossary of terms applicable to timber technology and utilization.
IS: 4020 – 1994	Door shutters – Methods of tests
IS: 4043 – 1969	Recommendations for symbolic designation of direction closing and faces of doors, windows and shutters.
IS: 10428 – 1983	Glossary of terms applicable to doors.
ISI	Specifications for testing of PVC materials 3360 (Pt-3/Sec.1) Density 3360 (Pt-5/Sec.3) Tensile Strength 3360 (Pt-5/Sec.3) Elongation at break 3360 (Pt-5/Sec.4) Impact Strength 3360 (Pt-5/Sec.12) Harness 3360 (Pt-5/Sec.8) Compressive Strength 3360 (Pt-5/Sec.7) Flexural Strength 3360 (Pt-8/Sec.1) Water Absorption Fire Retardancy

SAMPLING AND CRITERIA FOR CONFORMITY

- 11.13.1 Lot in any consignment, all shutters of the same grade and type and manufactured under similar conditions of production shall be grouped together to form a lot.
- 11.13.2 The number of shutters to be selected at random from a lot shall depend upon its size and shall be in accordance with table (given below).
- 11.13.3 Column 2 & 3 pertain to tests for Dimensions and defects of squareness test, general flatness test and local planeness test.
Column 4 & 5 pertain to all other tests as per para 11.11.1 & 11.11.2

TABLE – SAMPLE SIZE AND CRITERIA FOR CONFORMITY

Lot Size	Sample Size	Permissible No. of Defects	Sample Size	Permissible No. of Defects
1	2	3	4	5
26 to 50	5	0	1	0
50 to 100	8	0	1	0
101 to 150	12	1	2	0
151 to 300	20	2	3	0
301 to 500	32	3	5	0
501 to 1000	50	5	10	1
1001 and above	80	7	15	2

Note: For lot size 25 or less, number of samples to be taken for testing shall be as agreed to between the purchaser and the seller / manufacturer.

11.12.0 PVC REGID PANEL DOOR SHUTTER

- 11.14.1 **SPECIFICATIONS:-** Providing and fixing of factory made 30mm thick PVC rigid foam PANEL DOOR SHUTTER made from M S tubular frame of 19 gauge of size 19 x 19mm for styles and 15 15mm for top and bottom tails and covered with 5mm thick heat moulded PVC 'C' channel having width of 50mm to form styles and PVC sheet of width 75mm to form lock rail, bottom rail and top rail on either side. The inner panel should be inserted with 5mm thick PVC sheet sealed with 5mm thick PVC sheet sealed with solvent cement adhesive to the styles and rails with 5mm x 25mm VC sheet beading on either side.
- 11.14.2 **WIREMESH:-** To make wiremesh door instead of panel insert of 5mm PVC sheet, wiremesh of suitable gauge can be inserted & and sealed to the styles and rails using PVC beading.

- 11.14.3 **LOUVERS:-** the door shutters can be provided with louvers for the clear opening of 450x300mm at the bottom including one additional horizontal rail of size 50mm x 30mm and Two vertical styles of size 50x30mm to accommodate the 5mm thick, 40mm wide PVC sheet louvers (eight No.) alongwith side 25mmx5mm size PVC sheet lapping with slant slots of 5mm width for fixing the louvers in position with PVC cement solvent adhesive and then providing 10mmx5mm size PVC sheet beading on Two vertical sides with self tapping sheet metal screws etc. complete.

Note: Width of styles and rails will vary with the size of door, Recommended size of styles and rails is given in the table.

TABLE OF STYLES AND RAILS

Door width	Styles Size	Rails Size
600mm to 750mm	50mm	75mm
750mm to 900mm	75mm	100mm
900mm and above	100mm	125mm

- 12.0 **Aluminium doors, windows, ventilators etc. glazing specifications**
- 12.1 **Extent and Intent:** - The work shall be carried out through an approved Special Agency, who shall furnish all material, labour, accessories, equipment, tool and plants and incidentals required for providing and installing anodized aluminium doors, windows, claddings, louvers and other items as called for on the drawings. The drawings and specifications cover the major requirements only. The supplying of additional fastenings, accessories, fixtures and other items not mentioned specifically herein, but which are necessary to make a complete installation shall be a part of this contract.
- 12.2 **General:** - Aluminium doors, windows etc. shall be of sizes, section details as shown on the Architectural drawings. The details shown on the drawings indicate generally the sizes of the component parts and general standards. These may be varied slightly to suit the standard adopted by the manufacturers. Before proceeding with any manufacturing, the contractor shall prepare and submit complete manufacturing and installation drawings for approval of the Engineer-in-Charge and no work shall be performed until the approval of these drawings is obtained.
- 12.3 **Shop Drawings:** - The contractor shall submit the shop drawings of doors, windows, louvers, cladding and other aluminium work, based on the architectural drawings to the Engineer-in-Charge for his approval. The shop drawing shall show full size sections of doors, windows etc. thickness of metal (i.e. wall thickness) details of construction, sub frame/rough ground profile, anchoring details hardware as well as connection of windows, doors and other metal work to adjacent work. Samples of all joints and methods of fastening and joining shall be submitted to the Engineer-in-Charge for approval well in advance of commencing the work.
- 12.4. **Samples:** - Samples of doors, windows louvers etc. shall be fabricated, assembled and submitted to Engineer-in-Charge for his approval. They shall be of sizes, types etc. as decided by Engineer-in-Charge. All samples shall be provided at the cost of the contractor.
- 12.5. **Sections:** - Aluminium doors and windows shall be fabricated from extruded sections of profiles as detailed on drawings. The sections shall be extruded by the manufacturers approved by the Engineer-in-Charge. The aluminium extruded sections shall conform to BIS designation IIE/IIV 9 WP alloy, with chemical composition technical properties, as per IS: 733 and IS: 1285. The permissible tolerance of the extruded sections shall be such as not to impair the proper and smooth function/ operations and appearance of doors and windows.
- 12.6 **Fabrication:** - Doors, windows etc. shall be fabricated to sizes at factory and shall be of section, sizes, combinations and details as shown on the drawings. All doors, windows etc. shall have mechanical joints. The joints shall be designed to withstand a wind load of 150 Kg. Per Sqm. The design shall also incur that the maximum deflection of any member shall not exceed 1/175 of the span of the member. All members shall be accurately machined and fitted to form hairline joints prior to assembly. The joints accessories such as cleats, brackets etc. shall be of such material as

not to cause any bimetallic action. The design of the joints and accessories shall be such that the accessories are fully concealed. The fabrication of doors, windows, etc. shall be done in suitable sections to facilitate easy transportation, handling and installation. Adequate provision shall be made in the door and window members for anchoring to support and fixing of hardware and other fixture as approved by the Architect.

- 12.7 **Anodizing:** - All aluminium sections shall be anodized as per IS: 7088 and to required colour as specified in the item as per IS: 1868 grading as specified in item schedule after cutting the member to requisite sizes before the final assembly. Anodizing confirming to specified grade with minimum average thickness of 15 microns when measured as per IS: 612. The anodic coating shall be properly sealed by steams or in boiling water are cold sealing process as per IS:1868/IS: 6057. Polythene tape protection shall be applied on the anodised section before they are brought to site. All care shall be taken to ensure surface protection during transportation, storage at site and installation. The tape protection shall be removed on installation. The sample will be tested in the approved laboratory and cost of samples; cost of testing etc. shall be borne by the contractor.
- 12.8 **Protection of finish:** - All aluminium members shall be wrapped with approved self-adhesive non-staining. PVC tapes.
- 12.9 **Handling and Stacking:** -
- 12.9.1 Fabricated materials shall be carried in an approved manner to protect the material against any damage during transportation. The loading and unloading shall be carried out with utmost care. On receipt of material at site, it shall be carefully examined to detect any damaged pieces. Arrangements shall be made for expeditious replacement of damaged pieces/ parts. Materials found to be acceptable on inspections shall be repacked in crates and stored safely.
- 12.9.2 In the case of composite windows and doors, the different units are to be assembled first. The assembled composite units should be checked for line, level and plumb before final fixing is done. Units may be serial numbered and identified as out how to be assembled in their final locations if situation so warrants.
- 12.9.3 The contractor shall be responsible for assembling composite, bedding and filling the grove with polysulphide sealant inside and outside, at transoms and mullions placing the doors, windows etc. in their respective openings. After the doors/ windows have been fixed in their correct assigned position, the open hollow sections abutting masonry concrete shall be fitted with approved polysulphide sealant densely packed and finished neat.
- 12.9.4 The contractor shall be responsible for doors, windows, etc. being set straight, plumb, level and for their satisfactory operation after fixing is complete.
- 12.10 **Installation:** -
- 12.10.1 Just prior to installation the doors, windows, etc. shall be uncreated and stacked on edge on level bearers and supported evenly. The frame shall be fixed into position true to line and level using adequate number of expansion machine bolts, anchor fasteners, of approved size and manufacture and in an approved manner. The holes in concrete/masonry members for housing anchor bolts shall be drilled with an electric drill.
- 12.10.2 The door/ windows assembled as shown on drawings shall be placed in correct final position on the opening and marks made on concrete members at jambs, sills and heads against the holes provided in frames for anchoring. The frame shall then be removed from the opening and laid aside. Neat holes with parallel sides of appropriate size shall then be drilled in the concrete members with an electric drill at the marking to house the expansion bolts. The expansion bolts shall then be inserted in the holes, struck with a light hammer till the nut is forced into the anchor shell. The frame shall then be placed in final position in the opening and anchored to the support

thought cadmium plated machine screws of required size and anchored to the support through cadmium plated machine screws of required size threaded to expansion bolts. The frame shall be set in the opening by using wooden wedges at supports and be plumbed in position. The wedges shall invariably be placed at the meeting at points of glazing bars and frame.

12.11 **PVC/ Neoprene gaskets:** - The contractor shall provide and install PVC/ Neoprene gaskets of approved size and profile at all locations as shown and as called for to render the doors, windows etc. absolutely air tight and weather tight. The contractor shall produce samples of the gaskets for approval and shall procure the same after approval only.

12.12 **Fittings:** - Hinges, stays, handles, tower bolts, locks and other fittings shall be of quality and manufacturer as approved by the Engineer-in-Charge.

12.13 **Manufacturer's Attendance:** - The manufacturer immediately prior to the commencement of glazing shall adjust and set all windows and doors and accept responsibility for the satisfactory working of the opening frames.

12.14 **Mastic Cement:** - The gaps between frames and supports and also any gaps in the door and windows sections shall be raked out as directed and filled with mastic cement of approved colour and make to ensure complete water tightness. The mastic cement shall be of such colour and composition that it would not stain the masonry/concrete work, shall receive paint without bleeding, will not sag or run and shall not set hard or dry out under any conditions of weather. The sample of mastic cement to be used for this purpose shall be got approved from the architect before its actual use.

12.15 **Details of Test:** -

12.15.1 The various tests on aluminium sections shall be conducted in accordance with the relevant IS codes.

12.15.2 The minimum number of tests for anodizing and corrosion resistance shall be as given below: -

S.No.	Details	No. of Tests
1.	Doors, windows and ventilators	One test for every 1000 kg or part thereof.

12.15.3 The samples of major member of each unit of doors/ windows shall be selected at random by Engineer-in-Charge as such that all the aluminium section shall be got tested.

12.16 **Acceptance Criteria:** - The aluminium work shall carry Two years guarantee after completion of work against unsound material, workmanship and defective anodizing/ powder coating as per guarantee bond. Two years guarantee in prescribed Performa attached under sheet VI-15 must be given by the specified firm, which shall be counter signed by the contractor, in token of his overall responsibility. 10% (ten percent) of the cost of these items would be retained as security deposit and the amount so deducted would be released after Two years from the date of completion of the entire work under the agreement, if the performance of the items is found satisfactory. If any defect is noticed during the guarantee period, the contractor should rectify it within seven days and if not attended to the same will be got done from another agency at the risk and cost of contractor. However, this security deposit can be released in full if bank guarantee of equivalent amount is produced and deposited with the department.

12.17 **Rates:** -

12.17.1 The quoted rates of the item shall include the cost of materials, labour required in all the above operations.

12.17.2 The rates include the cost of hinges/ pivots and rest of the fittings shall be paid separately.

SPECIAL CONDITIONS FOR ANNUAL REPAIR & MAINTENANCE CONTRACT

1. WHITEWASHING & PAINTING

- Any sub-standard work shall not be measured & paid for.
- All the measurements shall be done as per relevant IS Code.
- Whenever one coat of whitewash/ colour wash/emulsion/enamel paint etc. is to be done, the surface shall be rubbed with old gunny bags or broom to remove the dust & loose flakes of whitewash/ colour wash/emulsion/enamel paint etc.
- Each coat shall be allowed to dry before the next one is applied.
- The white & colorwash surface should present a uniform finish & furnished dry surface shall not easily come off on the hand when rubbed.
- The rate for whitewashing & painting work shall includes the cost of removal of splashes & paint marks over the walls / floors etc.
- Residual carbide lime will not be used on work in place of lime.
- The schedule of whitewashing & painting work to be carried out shall be got approved from the representative of the Engineer Incharge and any work carried out without the approval of EIC shall be rejected and will not be measured for payment.
- The material for whitewashing & painting shall be used after getting it verified from the A.E./J.E. concerned. After use, the empty containers shall have to be returned to the department and these shall be kept in the custody of J.E. concerned till the completion of the AMC.

- The material for whitewashing & painting shall be brought at site in the packing as given below:-
 - Synthetic Enamel Paint = Not more than 4 Ltr.
 - Waterproofing cement paint = 25 Kg.
 - Dry distemper = 25 / 20 Kg.
 - Washable oil bound distemper = 20 kg.
 - Plastic emulsion paint = 25 / 20 kg

A.E. (Const)

A.E. (P)

Hospital Engineer (Construction)
PGIMER, Chandigarh.

**GUARANTEE BOND TO BE EXECUTED BY THE CONTRACTOR FOR
REMOVAL OF DEFECTS AFTER COMPLETION IN RESPECT OF PAINTING
WORKS**

This agreement made thisday of (Two Thousand only) between S/o(hereinafter called the GUARANTOR of the one part) and the Director, PGIMER, Chandigarh (hereafter called the Institute of the other part).

WHEREAS THIS agreement is supplementary to a contract (Hereinafter called the Contract) dated and made between the GUARANTOR OF THE ONE PART AND the Institute on the other part whereby the contractor inter alia, undertook to render the external painting of the building.

AND WHEREAS THE GUARANTOR agreed to give a guarantee to the effect that the said work will remain neat & clean for five years from the date of completion of work.

NOW THE GUARANTOR hereby guarantees that painting work executed by him will render the structures smooth finished completely and the minimum life of such finishing shall be five years to be reckoned from the date after the expiry of maintenance period prescribed in the contract.

The decision of the Engineer-in-Charge with regard to nature and cause of defect shall be final and binding on Guarantor.

During this period of guarantee, the guarantor shall make good all defects and in case of any defect being found in painting work to the satisfaction of the Engineer-in-Charge calling upon him to rectify the defects failing which the work shall be got done by the Department by some other contractor at the Guarantor's cost and risk. The decision of the Engineer-in-Charge as to the cost payable by the Guarantor shall be final and binding.

That if the guarantor fails to execute the painting work or commits breach there under, then the guarantor will identify the principal and his successor 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 Institute, the decision of the Engineer-in-Charge will be final and binding on both the parties.

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

SIGNED, sealed and delivery by OBLIGATOR in the presence of:-

- 1.
- 2.

SIGNED FOR AND BEHALF OF THE DIRECTOR, PGIMER, CHANDIGARH BYin the presence of:-

- 1.
- 2.

LIST OF FIELD TESTS

- i) Particle size and shape
- ii) Slumps test
- iii) Flakiness & Elongation index tests
- iv) Compressive strength (concrete or bricks) test
- v) Rebound Hammer test
- vi) Bulking of sand
- vii) Silt content of sand
- viii) Temperature measuring with thermometer with brass protected end 0 -200° C

FIELD TESTING EQUIPMENT AND INSTRUMENTS**A. Testing Equipment at Field Laboratories**

- i) Balances
 - a) 7 kg. to 10 kg. Capacity, Semi-self indication type-Accuracy 10gm
 - b) 500 gm. Capacity, Semi-self indication type Accuracy 1 gm.
 - c) Pan Balance – 5 kg. Capacity, accuracy 10 gm.
- ii) Sieves: as per IS 460 – 1962.
 - a) I.S. Sieves – 450mm internal dia of sizes 100mm, 80mm, 63mm, 50mm, 40mm, 25mm, 20mm, 12.5mm, 10mm, 6.3mm, 4.75mm complete with lid and pan.
 - b) IS Sieves – 200mm internal dia (brass frame) consisting of 2.36mm, 1.8mm, 600 microns, 425 microns, 300 microns, 212 microns, 150 microns, 90 microns, 75 microns with lid and pan.
- i) Sieve shaker capable of 200 mm and 300 mm dia sieves, manually operated with timing switch assembly.
- ii) Equipment for slump test – Slump Cone, Steel Plate, tamping rod, steel scale, scoop.
- iii) 100 tonnes compression testing machine, electrical-cum manually operated.
- iv) Graduated measuring cylinders 200 ml capacity
- v) Enamel trays (for efflorescence test for bricks and other tests)
 - a) 300mm x 250mm x 40mm
 - b) Circular plates of 250mm dia
 - c) 600mm x 450mm x 500mm
 - d) 450mm x 300mm x 40mm
- vi) ISI marked 150 x 150 x 150mm concrete cube moulds as per site requirement.
- vii) Graduated cylinder 1000 ml. Capacity.

B. Field Testing Instruments

- (i) Steel tapes – 3m
- (ii) Vernier Calipers
- (iii) Micrometer Screw 25mm gauge.
- (iv) A good quality plumb bob.
- (v) Spirit level minimum 30 cms long with 3 bubbles for horizontal vertical
- (vi) Wire gauge (circular type) disc.
- (vii) Foot rule
- (viii) Long nylon tread.
- (ix) Rebound hammer for testing concrete.
- (x) Ultrasonic pulse velocity meter
- (xi) Magnifying glass
- (xii) Screw driver 20 cms long
- (xiii) Ball pin hammer, 100 gms
- (xiv) Plastic bags for taking samples
- (xv) Digital Distance meter
- (xvi) Levelling machine
- (xvii) Theodolite

PROFORMA FOR TESTS CARRIED OUT

NAME OF THE WORK:
AGREEMENT NO. & DATE

DIVISION/
SUB-DIVISION

Sl. No.	Item	Quantities as per agreement	Frequency as per specification	No. of test required	R.A. bill No.	Up-to-date quantity	No. of tests required	No. of test actually done	Remarks
1	2	3	4	5	6	7	8	9	10

Signature of Contractor

BITUMEN/CEMENT/PAINT REGISTER

NAME OF THE WORK:
AGREEMENT NO.

DIVISION/
SUB-DIVISION


Particulars of Receipt

Date of Receipt	Source of receipt with details if any	Batch No.	Date of manufacture	Date of expiry	Qty. received	Progressive Total	Date of Issue	Qty Issued	Items of work	Qty. Returned at the end of day's work
1	2	3	4	5	6	7	8	9	10	11

Particulars of Issue

Net Qty. Issued	Progressive Total	Daily Balance in Hand	Contractor's Initial	J.E. Initial		Periodical Check	
						By AE	By HE
12	13	14	15	16		17	18

Hospital Engineer (Const.)
PGL, Chandigarh.

SECTION-XI	FORMS	
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FINANCIAL INFORMATION (FORM 'A')

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

Sr. No.	F.Y.	Turnover (in Rs.)
1	2022-23	
2	2023-24	
3	2024-25	

- (i) Gross Annual Turn Over on construction / Maintenance works.
(ii) Profit/Loss (standalone financial statement and consolidated financial statement both).
(iii) Financial arrangements for carrying out the proposed work.

Signature of Chartered Accountant with
Unique Document Identification Number (UDIN)

Signature of Bidder(s)

FORM-B

**PROFORMA OF PROFIT & LOSS STATEMENT FROM CHARTERED
ACCOUNTANT**

It is certified that M/s _____ have not incurred any loss in more than two years during the last five years ending 31st March 2025

Signature of Chartered Accountant

Name of Chartered Accountant

Membership No. ICAI

Date and Seal

FORM "C"

BANKERS' CERTIFICATE FROM A SCHEDULED BANK

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

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

(Signature) For the Bank

NOTE

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

FORM "D"

CERTIFICATE OF NET WORTH FROM CHARTERED ACCOUNTANT

"It is to certify that as per the audited balance sheet and profit & loss account during the financial year 2024-25 , the Net Worth of M/s (Name & Registered Address of individual/firm/ company), as on (the relevant date) is Rs..... after considering all liabilities. It is further certified that the Net Worth of the company has not eroded by more than 30 % in the last three years ending on 31.03.2025 (the relevant date)."

Unique Document Identification Number (UDIN)

Signature of Chartered Accountant

Name of Chartered Accountant

Membership No. of ICAI

Date and Seal

Calculation of bidding capacity

Details of existing commitments and ongoing works.

S. No.	Name of work/ project and location	Owner or sponsoring organization	Contract value in crores of rupees	Date of commencement as per contract	Stipulated date of completion	Upto date percentage progress of work	Remaining work in percentage (100- column 7)	Existing commitment Column 4 x Column 8 /100	Name and address/ telephone number of officer to whom reference may be made	Remarks
1	2	3	4	5	6	7	8	9	10	11

Total (B) =

Maximum turnover in last seven years = Rs.....

Updated value of turnover (A) = Rs.....


No. of years (N) =

Bidding Capacity= $\{[AxN \times 1.5]-B\}$ =

Certificate:

I certify that all the awarded and ongoing works have been included in the above list.

(Signature of Bidder(s))

SECTION-XII	LIST OF APPROVED MAKES AND SCHEDULE OF QUANTITIES	
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LIST OF APPROVED MAKES

S.No.	Description	Makes/Brands
1.	Ready Mix Concrete	L & T CONCRETE / J.K. LAKSHMI / ULTRATECH / KWIK MIX
2.	Grey Cement 43 Grade (OPC / PPC)	ACC / L & T / GUJRAT AMBUJA / VIKRAM / BIRLA / JK CEMENT / SHREE
3.	White Cement	BIRLA WHITE / JK WHITE
4.	Reinforcement Steel	SAIL / TISCO / RINL / IISCO
5.	Structural Steel / Stainless Steel 304 Grade	JINDAL/TATA/ SAIL
6.	Flush Door Shutters	CENTUARY / KITPLY / KUTTY
7.	PVC Door Shutter	RAJSHREE / SINTEX PLAST / DURO PLAST
8.	Ply / Commercial Board	CENTUARY / KITPLY / NATIONAL
9.	Prelaminated Board	ANCHOR / NOVAPAN / KITLAM/ BAJAJ
10.	Sunnica	ACTION TESA / GREENLAM / CENTURY PLY / MERINO
11.	Pressed Steel Frame / Steel windows	SAN HARVIC, STEELMAN INDUSTRIES, PD INDUSTRIES, METAL WINDOWS, CHANDNI INDUSTRIES, GANPATI UDYOG (RAJPURA)
12.	Aluminium, Door Fittings	ARGENT / CLASSIC / UNIVERSAL
13.	Mortise Lock	GODREJ / HARRISON / PLAZA
14.	Door Closure (Hydraulic)	UNIVERSAL / RITZ / EVEREST
15.	Double Action Hydraulic Floor spring	UNIVERSAL / GODREJ
16.	Helical and Double Action Spring	RITZ / HERYKA / AVON
17.	Adjustable Friction Window stay	EARL BIHARI PVT. LTD. (EBCO)
18.	Wall Tiles	JOHNSON / ORIENT / KAJARIA
19.	Ceramic Floor Tiles, Vitrified Tiles	KAJARIA / JOHNSON / NITCO
20.	Precast Concrete Tiles (Terrazo / Plain / Chequered), Soild /Green Paver Blocks, PCC Kerbs & Channels.	NTC (PKL) / NITCO / MODERN PAVERS (DELHI) / SUPER TILES (NOIDA) / SWASTIK TILES/GTC/SARAL IMPEX/BALAJI TILES/SHAM TILES & CONCRETE PRODUCTS/MGM INFRA/KRISHNA TILES/ GIAN NIRMAN LTD.
21.	Vinyl Flooring	TUSKAR / WONDER FLOOR / LG / ARMSTRONG
22.	Wooden Flooring	ARMSTRONG / PERGO / ACTION TESA
23.	Glass (Float / Tinted)	MODIGUARD / TRIVENI / SAINT GOBAIN / ATUL
24.	Paint (Synthetic Enamel / Emulsion / Anti Fungal)	NEROLAC / ASIAN / BERGER/ ICI
25.	Road marking paint	BRIGHT / ORIENT
26.	Oil Bound Distemper	NEROLAC / ASIAN / BERGER/ ICI
27.	Wood & Steel Primer	NEROLAC / ASIAN / BERGER/ ICI
28.	Water Proofing Compound	CICO / PIDILITE / ROFEE / DR. BECK / DURASEAL
29.	Aluminium Sections	INDALCO / HINDALCO / JINDAL
30.	Tile Adhesive	PIDILITE / SIKA / FOSROC / BAL ENDURA
31.	Glass Mosaic Tiles	PIXEL GLASS / CORAL / ITALIA / BISAZZA / PALLADIO
32.	False ceiling:	
	a) Mineral Fibre .	USG BORAL/ ARMSTRONG / DAIKEN / DEXUNE
	b) Gypsum	SAINT GOBAIN / USG / DEXUNE / ARMGYP / DIAMOND
	c) Wooden	KITP.LY / ANCHOR / ARMSTRONG WOODWORKS
	d) Metallic	LLOYD / ARMSTRONG / LUXLON / DEXUNE
33.	Silicon paint	PIDILITE / CICO / ROFF / CHOKSEY
34.	Wall putty	JK / BIRLA / ASIAN
35.	Dash / Anchor fasteners	HILTI / FISCHER
36.	Nuts / Bolts & Screws	GKW / ATUL
37.	Backer rod	SUPREME
38.	Sealant	BASF INDIA / SIKA / FOSROC / DR. FIXIT / CHOKSEY
39.	Structure Silicon / Weather Silicon	DOW CORNING / WALKER
40.	G.S. Sheet (Corrugated)	TATA/ SAIL / NIPPON
41.	APP water proofing membrane & Primer	PIDILITE / CICO / SIKA
42.	UV Coated Polycarbonate Sheet	LEXAN / POLYGAL/GALLINA / ULTRALITE
43.	PPGI Sheets	JSW / BLUESCOPE
44.	Profile Sheets forming Vendors	JINDAL MECTEC/ SYNERGY THRISLINGTON/ TATA BLUESCOPE STEEL
45.	Electric Chimney	GLEN/ ELE / KUTCHINA
46.	Modular Kitchen	GODREJ / HAFELE / HETTICH
47.	Prefabricated sandwich Puf Panels for walls & roofs	RINAC / SYNERGY THRISLINGTON / JINDAL MECTEC /LLOYD
48.	Puf panels Hardware fittings accessories / Hinges	GEZE / ALTOS / DOYEN

S.No.	Description	Makes/Brands
49.	Vertical / Zebra Blinds	VISTA / MAC / HUNTER DOUGLAS
50.	Acoustic wall / ceiling panels	ANUTONE / HIMALYAN / PROLAD
51.	ACP Sheet (Exterior grade)	EUROBOND / ALSTONE / INDOBONS
52.	Exterior Paint	NEROLAC (SHADE NO 2912P), BERGER (SHADE NO 7P0188), ASIAN (SHADE NO 8466), ICICI DELUX (SHADE NO 30YY51098)

S.No.	Description	Makes/Brands
	(PUBLIC HEALTH WORKS)	
1.	Vitreous China Ware (1st Class quality)	PARRYWARE / HINDUSTAN VITREOUS / CERA
2.	Plastic Seat Cover	PARRYWARE / COMMANDER / HINDWARE
3.	C.P. Fittings / Accessories	ESSCO / EBONY / JAL / JAQUAR
4.	PTMT fittings	PRAYAG / POLYTUF
5.	Flush Valve	JAQUAR / JAL / ESS ESS
6.	Stainless Steel Sink	COBRA / NEEL KANTH / AMC / NIRALI
7.	Soil waste pipes & fittings (a) Centrifugal Cast Spun Pipe (b) Sand cast iron pipes (c) Centrifugal Cast Spun LA Pipe	NECO/HIF/ACL/ KESORAM NIF / RIF ELECTRO STEEL / KESORAM
8.	GI & MS Pipes	TATA / JINDAL (HISAR) / BST
9.	PVC Water Supply Pipes & Fittings	NOCIL / CHEMPLAST / WAVIN / SUPREME / DIZAYN / DIPLAST
10.	GI Fittings (Malleable Cast Iron)	UF / SVW / UNIK
11.	Gun Metal Valve (Full way, Check & Globe valve)	LEADER / SANT / KILBURN
12.	Butter Fly Valve	CASTLE / C & R / ADVANCE / IVC / AUDCO
13.	C.I. Double Flanged Sluice Valve & Check Valve	IVC / KIRLOSKAR / LEADER
14.	C.I. Double Flanged Non return Valve	GEETA / KIRLOSKAR / C & R / AUDCO / CASTLE / ADVANCE
15.	Foot Valve	LEADER / IVC / KIRLOSKAR
16.	C.I. Manhole Cover & CI Grating	RIF / ADHUNIK / BC
17.	Bib & Stop Cocks (Brass)	KPR / SANT / VIF
18.	Mirror Glass	MODI GUARD / ATUL / GOLDEN FISH
19.	Insulation Hot Water Pipes (Mineral wool)	LAPINUS
20.	Bed Pan Sink	PAMINI
21.	Elbow Action Surgical Mixer, Taps & Bed pan sink accessories	VIJAY / JAL
22.	PVC tanks	DIPLAST / SINTEX / AQUA PLUS
23.	Stone ware pipe & G.T.	PERFECT / CHANDIGARH CERAMICS / HIND / ISI MARKED
24.	PVC plumbing pipes/fittings	NOCIL / CHEMPLAST / WAVIN / SUPREME / DIAZYN / DIPLAST
25.	Ferrules	DHAWAN SANITARY UDYOG (PRIMA)
26.	Pump	MATHER & PLATT / KIRLOSKAR / KSB / GRUNDFOS

**Annual Maintenance contract for painting of exterior surface of New OPD Block,
PGIMER, Chandigarh.**

SCHEDULE OF QUANTITY

S.NO	DESCRIPTION OF ITEM	UNIT	QTY	RATE	AMOUNT
1	Finishing walls with ready mixed Premium acrylic emulsion paint (Company Depot Tinted) having VOC less than 50 gm/litre and UV resistance as per IS 15489:2004, Alkali & fungal resistance, dirt resistance exterior paint of required shade with silicon additives.				
	New work (Two or more coats applied @ 1.43 litre/10 sqm over and including priming coat of exterior primer applied @ 0.90 litre/10 sqm.	Sqm	6554.21	135.95	891044.85
2	Providing and applying white cement based putty of average thickness 1 mm @ 6 kg per 10 sqm of approved brand and manufacturer, over the plastered wall surface to prepare the surface even and smooth complete	Sqm	6554.21	55.25	362120.10
3	Removing white or colour wash by scrapping and sand papering and preparing the surface smooth including necessary repairs to scratches etc. complete	Sqm	4682.00	14.80	69293.60
4	Finishing walls with Premium Acrylic Smooth exterior paint with Silicone additives of required shade				
	Old work (Two or more coats applied @ 1.43 ltr/10 sqm) over existing cement paint surface	Sqm	13108.41	98.50	1291178.39
5	6 mm cement plaster of mix:				
	1:3(1 cement :3 fine sand)	Sqm	936.32	300.45	281317.34
6	Providing and fixing double scaffolding system (cup lock type) on the exterior side, up to seven story height made with 40 mm dia M.S. tube 1.5 m centre to centre, horizontal & vertical tubes joining with cup & lock system with M.S. tubes, M.S. tube challies, M.S. clamps and M.S. staircase system in the scaffolding for working platform etc. and maintaining it in a serviceable condition for the required duration as approved and removing it there after. The scaffolding system shall be stiffened with bracings, runners, connection with the building etc wherever required for inspection of work at required locations with essential safety features for the workmen etc. complete as per directions and approval of Engineer-in-charge. The elevational area of the scaffolding shall be measured for payment purpose. The payment will be made once irrespective of duration of scaffolding. Note: - This item to be used for maintenance work judicially, necessary deduction for scaffolding in the existing item to be done.	Sqm	9429.85	338.25	3189646.76

S.NO	DESCRIPTION OF ITEM	UNIT	QTY	RATE	AMOUNT
7	Providing and applying Silicon in the grooves of approved brand and manufacturer, over the plastered wall surface to prepare the surface even and smooth complete.	Rmt	2404.00	30.00	72120.00
	Total				6156721.04
	Add difference of Water Charges @ 0.50%				30783.61
	Grand Total				6187504.65

<u>Percentage to be quoted by the agency:</u>	
Percentage below on the Estimated cost:	_____ (In Figures)
	_____ (In Words)
Percentage above on the Estimated cost:	_____ (In Figures)
	_____ (In Words)
Amount worked out by the agency as per percentage quoted:	_____ In Figures)
	_____ (In Words)

NOTE:	
1	This is a percentage rate tender, therefore, percentage is only to be quoted by the agency in figures on the amount mentioned in Schedule of quantity.
2	The percentage quoted should be inclusive of all taxes including GST etc. and nothing extra shall be payable on this account.
3	The Contractor shall submit a guarantee bond on the prescribed format attached at page No. 63 as per Clause 24 page -8 of the DNIT.

A.E. (P)

Hospital Engineer (Construction)
PGIMER, Chandigarh.

J.E. (Const.)

A.E. (Const.)

**POSTGRADUATE INSTITUTE OF MEDICAL
EDUCATION & RESEARCH CHANDIGARH**



**CPWD GENERAL
CONDITIONS OF
CONTRACT 2023 FOR
MAINTENANCE WORKS
& EXCLUSIONS/
MODIFICATIONS**

**DEPARTMENT OF HOSPITAL ENGINEERING &
PLANNING**

(CONSTRUCTION DIVISION)

**Percentage Rate / Item Rate Tender & Contract****प्रतिशत दर/मद दर निविदा एवं संविदा****Index / सूची**

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GENERAL GUIDELINES

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

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



**GOVERNMENT OF INDIA
CENTRAL PUBLIC WORKS DEPARTMENT**

Percentage Rate Tender/Item Rate Tender & Contract for Works

(A) Tender for the work of :-

.....
.....

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

TENDER

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

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

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

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

A copy of earnest money deposit receipt of prescribed amount deposited in the form of Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee (as prescribed) issued by a Commercial Bank, is scanned and uploaded (strike out as the case may be). If I/We, fail to furnish the prescribed performance performance guarantee within prescribed period, I/We agree that the said President of India or his successors, in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Further, if I/We fail to commence work as specified, I/ We agree that President of India or the successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said performance guarantee absolutely. The said Performance Guarantee shall be a guarantee to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to those in excess of that limit at the rates to be determined in accordance with the provision contained in Clause 12.2 and 12.3 of the tender form.



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

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

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

Dated

Signature of Contractor

Witness:

Postal Address

Address:

Occupation:

ACCEPTANCE

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

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

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

For & on behalf of the President of India.

Signatures

Dated:

Designation



सत्यमेव जयते

GOVERNMENT OF INDIA CENTRAL PUBLIC WORKS DEPARTMENT

General Rules & Directions

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

Applicable for Item Rate Tender only (CPWD - 8)

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

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

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



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

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

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

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

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

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

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

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

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

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

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



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

Applicable for Item Rate Tender only (CPWD - 8)

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

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

Applicable for percentage Rate Tender only (CPWD - 7)

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

Applicable for Percentage Rate Tender only (CPWD - 7)

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

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



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

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

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



CONDITIONS OF CONTRACT

Definitions

1. The **Contract** means the documents forming the tender and acceptance thereof and the formal agreement executed between the competent authority on behalf of the President of India and the Contractor, together with the documents referred to therein including these conditions, the specifications, designs, drawings and instructions issued from time to time by the Engineer-in- Charge and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.
2. In the contract, the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them:-
 - (i) The expression **works** or **work** shall, unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional.
 - (ii) The **Site** shall mean the land, places on, into or or where work is to be executed under the contract or any adjacent land, path or street or where work is to be executed under the contract or any adjacent land, path or street which may be temporarily allotted or used for the purpose of carrying out the contract.
 - (iii) The **Contractor** shall mean the individual, firm or company, whether incorporated or not, undertaking the works and shall include the legal personal representative of such individual or the persons composing such firm or company, or the successors of such firm or company and the permitted assignees of such individual, firm or company.
 - (iv) The **President** means the President of India and his successors.
 - (v) **Government** or **Government of India** shall mean the President of India.
 - (vi) The **Engineer-in-charge** means the Engineer Officer who shall supervise and be in charge of the work and who shall sign the contract on behalf of the President of India as mentioned in Schedule 'F' hereunder .
 - (vii) The term **Director General** includes Special Director General/Additional Director General/Chief Engineer.
 - (viii) **Accepting Authority** shall mean the authority mentioned in Schedule 'F'.
 - (ix) **Excepted Risk** are risks due to riots (other than those on account of contractor's employees), war (whether declared or not) invasion, act of foreign enemies, hostilities, civil war, rebellion revolution, insurrection, military or usurped power, any acts of Government, damages from aircraft, acts of God, such as earthquake, lightening and unprecedented floods, and other causes over which the contractor has no control and accepted as such by the Accepting Authority or causes solely due to use or occupation by Government of the part of the works in respect of which a certificate of completion has been issued or a cause solely due to Government's faulty design of works.
 - (x) (a) **Market Rate** shall be the rate as decided by the Engineer-in-Charge on the basis of the cost of materials and labour at the site where the work is to be executed plus the percentage mentioned in Schedule 'F' to cover, all overheads and profits.



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

(b) Schedule(s) referred to in these conditions shall mean the relevant schedule(s) annexed to the tender documents or the standard Schedule of Rates of the government mentioned in Schedule 'F' hereunder, with the amendments thereto issued upto the date of receipt of the tender.

(xi) **Department** means CPWD or any department of Government of India which invites tenders on behalf of President of India as specified in schedule 'F'.

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

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

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

(xv) **GST** shall mean Goods and Service Tax - Central, State and Inter State.

Scope and Performance

3. Where the context so requires, words imparting the singular only also include the plural and vice versa. Any reference to masculine gender shall whenever required include feminine gender and vice versa.
4. Headings and Marginal notes to these General Conditions of Contract shall not be deemed to form part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.
5. The contractor shall be furnished, free of cost one certified copy of the contract documents except standard specifications, Schedule of Rates and such other printed and published documents, together with all drawings as may be forming part of the tender documents. None of these documents shall be used for any purpose other than that of this contract.

Works to be carried out

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

Sufficiency of Tender

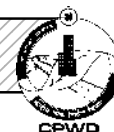
7. The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices quoted in the Schedule of Quantities, which rates and prices shall, except as otherwise provided, cover all his obligations under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

**Discrepancies and Adjustment of Errors**

8. The several documents forming the Contract are to be taken as mutually explanatory of one another, detailed drawings being followed in preference to small scale drawing and figured dimensions in preference to scale and special conditions in preference to General Conditions.
- 8.1 In the case of discrepancy between the schedule of Quantities, the Specifications and/ or the Drawings, the following order of preference shall be observed:-
- (i) Description of Schedule of Quantities.
 - (ii) Particular Specification and Special Condition, if any.
 - (iii) Drawings.
 - (iv) CPWD Specifications.
 - (v) Indian Standard Specifications of B.I.S.
- 8.2 If there are varying or conflicting provisions made in any one document forming part of the contract, the Accepting Authority shall be the deciding authority with regard to the intention of the document and his decision shall be final and binding on the contractor.
- 8.3 Any error in description, quantity or rate in Schedule of Quantities or any omission therefrom shall not vitiate the Contract or release the Contractor from the execution of the whole or any part of the works comprised therein according to drawings and specifications or from any of his obligations under the contract.

Signing of Contract

9. The successful tenderer/contractor, on acceptance of his tender by the Accepting Authority, shall, within 15 days from the stipulated date of start of the work, sign the contract consisting of:-
- (i) the notice inviting tender, all the documents including drawings, if any, forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.
 - (ii) Standard C.P.W.D. Form as mentioned in Schedule 'F' consisting of:
 - (a) Various standard clauses with corrections up to the date stipulated in Schedule 'F' along with annexures thereto.
 - (b) C.P.W.D. Safety Code.
 - (c) Model Rules for the protection of health, sanitary arrangements for workers employed by CPWD or its contractors.
 - (d) CPWD Contractor's Labour Regulations.
 - (e) List of Acts and omissions for which fines can be imposed.
 - (iii) No payment for the work done will be made unless contract is signed by the contractor.



GENERAL CONDITION OF CONTRACT

CLAUSES OF CONTRACT

Performance Guarantee

Clause 1

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



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

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

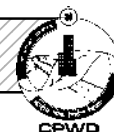
However in case of contracts involving Maintenance of building and services /any other work after construction of same building and services/ other work, then 40% of performance guarantee shall be returned to the contractor, without any interest after recording the provisional Completion certificate.

Clause 1A

Recovery of Security Deposit

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

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



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

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

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

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

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

Clause 2

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

Compensation for delay of work

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

Compensation for Delay



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

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

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

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

Clause 2A

Compensation for Delay

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

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



Compensation for delay of work

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

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

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

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

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

Clause 3

When Contract can be Determined

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

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



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



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

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

Clause 3A

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

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

Clause 4

In any case in which any of the powers conferred upon the Engineer-in-Charge by Clause 3 thereof, shall have become exercisable and the same are not exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any future case of default by the contractor and the liability of the contractor for compensation shall remain unaffected. In the event of

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



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

Clause 5

Time and Extension for Delay

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

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

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

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

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



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

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

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

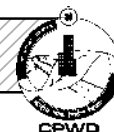
then upon the happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the Engineer-in-Charge but shall nevertheless use constantly his best endeavours to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction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

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

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

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

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



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

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

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

Clause 5A

For Maintenance Works estimated cost upto Rs. 25 Lacs

Time is the essence of the contract

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

Clause 6

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

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

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



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

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

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

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

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

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



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

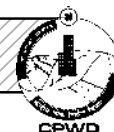
The contractor shall, without extra charge, provide all assistance with every appliance, labour and other things necessary for checking of measurements/levels by the Engineer-in-Charge or his/her representative.

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

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

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

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



Payment on intermediate certificate to be regarded as Advances

Clause 7

No payment shall be made for work, estimated to cost Rs. Five lac or less till after the whole of the work shall have been completed and certificate of completion given. For works estimated to cost over Rs. Five lac, the interim or running account bills shall be submitted by the contractor for the work executed on the basis of such recorded measurements in the format of the Department in triplicate on or before the 7th day of every calendar month of the measurements recorded upto previous month as per clause 6. The contractor shall not be entitled to be paid any such interim payment if the gross work done together with net payment/ adjustment of advances for material collected, if any, since the last such payment is less than the amount specified in Schedule 'F', in which case the interim bill shall be prepared on the appointed date of the month after the requisite progress is achieved.

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

Engineer-in-Charge shall arrange to have the bill verified by taking or causing to be taken, where necessary, the requisite measurements of the work.

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

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

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

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



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

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

Payments in composite Contracts

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

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

Clause 7A

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

Payment to third party

Clause 7B

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

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

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

Signature of the contractor



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

Completion Certificate

Clause 8

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

Contractor to keep Site Clean

Clause 8A

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

Payment of Final Bill

Clause 9

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



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

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

Payment of Contractor's Bills to Banks

Clause 9A

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

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

Materials to be provided by the Contractor

Clause 10A

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

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



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

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

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

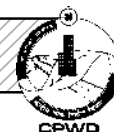
The contractor shall at his own expense, provide a material testing lab at the site for conducting routine field tests. The lab shall be equipped at least with the testing equipment as specified in schedule F.

Clause 10 B

Secured Advance on Materials

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

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



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

Clause 10 C

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

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

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

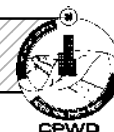
The contractor shall, within a reasonable time of his becoming aware of any alteration in the price of any such materials and/or wages of labour, give notice thereof to the Engineer-in-Charge stating that the same is given pursuant to this condition together with all information relating thereto which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

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

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

Clause 10CC

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



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

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

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

$$N = 0.85 M$$

Cost of work for which escalation is applicable:

$$W = N$$

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

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

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



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

*Note: relevant component only will be applicable.

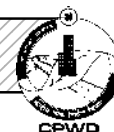
- (v) The following principles shall be followed while working out the indices mentioned in para (iv) above.
- (a) The compensation for escalation shall be worked out at quarterly intervals and shall be with respect to the cost of work done as per bills paid during the three calendar months of the said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



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

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

- VI : Variation in labour cost i.e. amount of increase or decrease in rupees to be paid or recovered.
- W : Value of work done, worked out as indicated in sub-para (ii) above. •
- Y : Component of labour expressed as a percentage of the total value of the work.
- LI : Minimum wage in rupees of an unskilled adult male mazdoor, fixed under any law, statutory rule or order as applicable on the last date of the quarter previous to the one under consideration. (In respect of the justified period extended under the provisions of clause 5 of the contract without any action under clause 2, the minimum wage prevailing on the last date of quarter previous to the quarter pertaining to updated stipulated date of Completion considering the effect of extra work (extra time to be calculated on prorata basis only as cost of extra work x stipulated period/tendered cost, shall be considered.) If updated stipulated date of completion as calculated on prorata basis does not cover full calendar month then indices will be considered or restricted to previous month.
- LI₀ : Minimum daily wage in rupees of an unskilled adult male mazdoor, fixed under any law, statutory rule or order as on the last stipulated date of receipt of tender including extension, if any.
- (vii) The following principles will be followed while working out the compensation as per sub para (vi) above.
- (a) The minimum wage of an unskilled 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 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 Mazdoor alone shall form the basis for working out the escalation compensation payable on the labour component.



- (viii) In the event the price of materials and/or wages of labour required for execution of the work decrease/s, there shall be a downward adjustment of the cost of work so that such price of materials and/or wages of labour shall be deductible from the cost of work under this contract and in this regard the formula herein before stated under this Clause 10CC shall mutatis mutandis apply, provided that:
- (a) no such adjustment for the decrease in the price of materials and/or wages of labour aforementioned would be made in case of contracts in which the stipulated period of completion of the work is equal to or less than the time as specified in Schedule 'F'.
 - (b) the Engineer-in-Charge shall otherwise be entitled to lay down the procedure by which the provision of this sub-clause shall be implemented from time to time and the decision of the Engineer-in-Charge in this behalf shall be final and binding on the contractor.
- (ix) Provided always that:-
- (a) Where provisions of clause 10CC are applicable, provisions of clause 10C will not be applicable.
 - (b) Where provisions of clause 10CC are not applicable, provisions of clause 10C will become applicable.

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

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

Clause 10 D

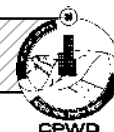
Dismantled Material Govt. Property

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

Clause 11

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

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



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

Deviations/ Variations Extent and Pricing

Clause 12

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

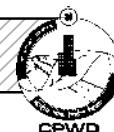
12.1 The time for completion of the work shall, in the event of any deviations resulting in additional cost over the tendered value, be extended if requested by the contractor, as follows:

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

12.2 Deviation, Extra Items and Pricing

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

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



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

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

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

12.3 Deviation, Deviated Quantities, Pricing

All the deviated quantities shall be paid at agreement rates.

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

Clause 13

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

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

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

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



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

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

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

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

Clause 14

If contractor:

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

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



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

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

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

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

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

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

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

Suspension of Work **Clause 15**
15 Suspension of Work

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

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

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



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

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

Clause 16

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

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

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



Contractor Liable for Damages, defects during defect liability Period

Clause 17

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

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

Contractor to Supply Tools & Plants etc.

Clause 18

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



Recovery of Compensation paid to Workmen

Clause 18A

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

Ensuring Payment and Amenities to Workers if Contractor fails

Clause 18B

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

Labour Laws to be complied by the Contractor

Clause 19

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

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

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

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



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

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

Clause 19A

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

Clause 19 B

Payment of Wages

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



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

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

Clause 19 C

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

Clause 19 D

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

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

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

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

Clause 19 E

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

Clause 19F

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

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

**Clause 19G**

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

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

Clause 19H

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

Clause 19 I

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

**Clause 19 J**

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

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

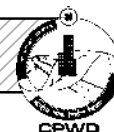
Clause 19 K**Employment of skilled/semi skilled workers**

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

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

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

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

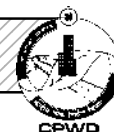


Contribution of EPF and ESI	<p>Clause 19 L The ESI and EPF contributions on the part of employer in respect of this contract shall be paid by the contractor. These contributions on the part of the employer paid by the contractor shall be reimbursed by the Engineer-in-charge to the contractor on actual basis. The verification of deployment labour will be done through biometric attendance system or any other suitable method by the Engineer in Charge. The applicable and eligible amount of EPF & ESI shall be reimbursed preferably within 7 days but not later than 30 days of submission of documentary proof of payment provided same are in order</p>
Minimum Wages Act to be Complied With	<p>Clause 20 The contractor shall comply with all the provisions of the Minimum Wages Act, 1948, and Contract Labour (Regulation and Abolition) Act, 1970, amended from time to time and rules framed there under and other labour laws affecting contract labour that may be brought into force from time to time.</p>
Work not to be sublet. Action in case of insolvency	<p>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 to do so, or become insolvent or commence any insolvency proceedings or make any composition with his creditors or attempt to do so, or if any bribe, gratuity, gift, loan, perquisite, reward or advantage pecuniary or otherwise, shall either directly or indirectly, be given, promised or offered by the contractor, or any of his servants or agent to any public officer or person in the employ of Government in any way relating to his office or employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Engineer-in-Charge on behalf of the President of India shall have power to adopt the course specified in Clause 3 hereof in the interest of Government and in the event of such course being adopted, the consequences specified in the said Clause 3 shall ensue.</p>
Changes in firm's Constitution to be Intimated	<p>Clause 22 All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the use of Government without reference to the actual loss or damage sustained and whether or not any damage shall have been sustained.</p> <p>Clause 23 Where the contractor is a partnership firm, the previous approval in writing of the Engineer-inCharge shall be obtained before any change is made in the constitution of the firm. Where the contractor is an individual or a Hindu undivided family business concern, such approval as aforesaid shall likewise be obtained before the contractor enters into any partnership agreement where under the partnership firm would have the right to carry out the works hereby undertaken by the contractor. If previous approval as aforesaid is not obtained, the contract shall be deemed to have been assigned in contravention of Clause 21 hereof and the same action may be taken, and the same consequences shall ensue as provided in the said Clause 21.</p>
Life Cycle cost	<p>Clause 24 The contractor shall be responsible for safety, quality and soundness of the buildings including structural elements beyond maintenance period. The contractor shall have obligation to rectify such defects minimum up to 5 (five) years from the date of completion of work. The defects have to be rectified within a reasonable time not exceeding forty five days after issue of notice by Engineer- in- Charge. If contractor does not take corrective action within 45 days, then action for debaring of the agency shall be taken by the appropriate authority.</p>

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

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

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



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

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

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

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

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

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

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

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

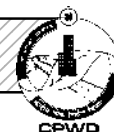


It is a term of this arbitration agreement that if the parties fail to select, within the period prescribed above, an Arbitrator of their choice from the list of CPWD Empanelled Arbitrators forwarded to them, the Arbitrator Appointing Authority shall himself select and appoint Arbitrator from the said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

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

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

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

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

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

Lumpsum Provisions in Tender**Clause 27**

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

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

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

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

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



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

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

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

Clause 29A

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

Lien in respect of claims in other Contracts

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

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

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

Hire of Plant & Machinery**Clause 31**

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

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

Contractors Superintendence, Supervision, Technical Staff & Employees

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

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

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

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



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

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

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

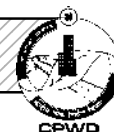
The contractor shall provide and employ skilled, semiskilled and unskilled labour as is necessary for proper and timely execution of the work.

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

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

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

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



Levy/Taxes payable by Contractor

Clause 33

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

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

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

Clause 34

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

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

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

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

Termination of Contract on death of contractor

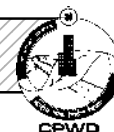
Clause 35

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

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

Clause 36

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



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

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

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

Clause 37

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

Theoretical consumption of Material

Clause 38

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



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

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

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

Compensation during warlike situations

Clause 39

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

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

Apprentices Act provisions to be complied with

Clause 40

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

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

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

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



C.P.W.D. SAFETY CODE

1. Suitable scaffolds should be provided for workmen for all works that cannot safely be done from the ground, or from solid construction except such short period work as can be done safely from ladders. When a ladder is used, an extra mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying materials as well suitable footholds and hand-hold shall be provided on the ladder and the ladder shall be given an inclination not steeper than $\frac{1}{4}$ to 1 ($\frac{1}{4}$ horizontal and 1 vertical.)
2. Scaffolding of staging more than 3.6 m (12ft.) above the ground or floor, swung or suspended from an overhead support or erected with stationary support shall have a guard rail properly attached or bolted, braced and otherwise secured at least 90 cm. (3ft.) high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends there of with only such opening as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.
3. Working platforms, gangways and stairways should be so constructed that they should not sag unduly or unequally, and if the height of the platform or the gangway or the stairway is more than 3.6 m (12ft.) above ground level or floor level, they should be closely boarded, should have adequate width and should be suitably fastened as described in (2) above.
4. Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of person or materials by providing suitable fencing or railing whose minimum height shall be 90 cm. (3ft.)
5. Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9m. (30ft.) in length while the width between side rails in rung ladder shall in no case be less than 29 cm. (11 $\frac{1}{2}$ "") for ladder upto and including 3 m. (10 ft.) in length. For longer ladders, this width should be increased at least $\frac{1}{4}$ " for each additional 30 cm. (1 foot) of length. Uniform step spacing of not more than 30 cm shall be kept. Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites or work shall be so stacked or placed as to cause danger or inconvenience to any person or the public. The contractor shall provide all necessary fencing and lights to protect the public from accident and shall be bound to bear the expenses of defence of every suit, action or other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and cost which may be awarded in any such suit; action or proceedings to any such person or which may, with the consent of the contractor, be paid to compensate any claim by any such person.
6. (a) Excavation and Trenching - All trenches 1.2 m. (4ft.) or more in depth, shall at all times be supplied with at least one ladder for each 30 m. (100 ft.) in length or fraction thereof, Ladder shall extend from bottom of the trench to at least 90 cm. (3ft.) above the surface of the ground. The side of the trenches which are 1.5 m. (5ft.) or more in depth shall be stepped back to give suitable slope or securely held by timber bracing, so as to avoid the danger of sides collapsing. The excavated materials shall not be placed within 1.5 m. (5ft.) of the edges of the trench or half of the depth of the trench whichever is more. Cutting shall be done from top to bottom. Under no circumstances, undermining or undercutting shall be done.
(b) Safety Measures for digging bore holes:-
 - (i) If the bore well is successful, it should be safely capped to avoid caving and collapse of the bore well. The failed and the abandoned ones should be completely refilled to avoid caving and collapse;
 - (ii) During drilling, Sign boards should be erected near the site with the address of the drilling contractor and the Engineer in-charge of the work;
 - (iii) Suitable fencing should be erected around the well during the drilling and after the installation of the rig on the point of drilling, flags shall be put 50m around the point of drilling to avoid entry of people;



- (iv) After drilling the borewell, a cement platform (0.50m x 0.50m x 1.20m) 0.60m above ground level and 0.60m below ground level should be constructed around the well casing;
 - (v) After the completion of the borewell, the contractor should cap the bore well properly by welding steel plate, cover the bore well with the drilled wet soil and fix thorny shrubs over the soil. This should be done even while repairing the pump;
 - (vi) After the borewell is drilled the entire site should be brought to the ground level.
7. Demolition - Before any demolition work is commenced and also during the progress of the work,
- (i) All roads and open areas adjacent to the work site shall either be closed or suitably protected.
 - (ii) No electric cable or apparatus which is liable to be a source of danger or a cable or apparatus used by the operator shall remain electrically charged.
 - (iii) All practical steps shall be taken to prevent danger to persons employed from risk of fire or explosion or flooding. No floor, roof or other part of the building shall be so overloaded with debris or materials as to render it unsafe.
8. All necessary personal safety equipment as considered adequate by the Engineer-in-Charge should be kept available for the use of the person employed on the site and maintained in a condition suitable for immediate use, and the contractor should take adequate steps to ensure proper use of equipment by those concerned:- The following safety equipment shall invariably be provided.
- (i) Workers employed on mixing asphaltic materials, cement and lime mortars shall be provided with protective footwear and protective goggles.
 - (ii) Those engaged in white washing and mixing or stacking of cement bags or any material which is injurious to the eyes, shall be provided with protective goggles.
 - (iii) Those engaged in welding works shall be provided with welder's protective eyeshields.
 - (iv) Stone breaker shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.
 - (v) When workers are employed in sewers and manholes, which are in active use, the contractors shall ensure that the manhole covers are opened and ventilated atleast for an hour before the workers are allowed to get into the manholes, and the manholes so opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident to the public. In addition, the contractor shall ensure that the following safety measure are adhered to :-
 - (a) Entry for workers into the line shall not be allowed except under supervision of the JE or any other higher officer.
 - (b) At least 5 to 6 manholes upstream and downstream should be kept open for at least 2 to 3 hours before any man is allowed to enter into the manhole for working inside.
 - (c) Before entry, presence of Toxic gases should be tested by inserting wet lead acetate paper which changes colour in the presence of such gases and gives indication of their presence.
 - (d) Presence of Oxygen should be verified by lowering a detector lamp into the manhole. In case, no Oxygen is found inside the sewer line, workers should be sent only with Oxygen kit.
 - (e) Safety belt with rope should be provided to the workers. While working inside the manholes, such rope should be handled by two men standing outside to enable him to be pulled out during emergency.
 - (f) The area should be barricaded or cordoned off by suitable means to avoid mishaps of any kind. Proper warning signs should be displayed for the safety of the public whenever cleaning works are undertaken during night or day.



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



- (iii) Measures shall be taken, wherever practicable, to prevent danger arising out of from dust caused by dry rubbing down and scraping.
 - (iv) Adequate facilities shall be provided to enable working painters to wash during and on cessation of work.
 - (v) Overall shall be worn by working painters during the whole of working period.
 - (vi) Suitable arrangement shall be made to prevent clothing put off during working hours being spoiled¹³ by painting materials.
 - (vii) Cases of lead poisoning and suspected lead poisoning shall be notified and shall be subsequently verified by medical man appointed by competent authority of C.P.W.D PWD(DA).
 - (viii) C.P.W.D./PWD (DA) may require, when necessary medical examination of workers.
 - (ix) Instructions with regard to special hygienic precautions to be taken in the painting trade shall be distributed to working painters.
10. When the work is done near any place where there is risk of drowning, all necessary equipments should be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision, should be made for prompt first aid treatment of all injuries likely to be obtained during the course of the work.
11. Use of hoisting machines and tackle including their attachments, anchorage and supports shall conform to the following standards or conditions :-
- (i) (a) These shall be of good mechanical construction, sound materials and adequate strength and free from patent defects and shall be kept repaired and in good working order.
 - (b) Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength, and free from patent defects.
 - (ii) Every crane driver or hoisting appliance operator, shall be properly qualified and no person under the age of 21 years should be in charge of any hoisting machine including any scaffolding winch or give signals to operator.
 - (iii) In case of every hoisting machine and of every chain ring hook, shackle swivel and pulley block used in hoisting or as means of suspension, the safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with the safe working load. In case of a hoisting machine having a variable safe working load each safe working load and the condition under which it is applicable shall be clearly indicated. No part of any machine or any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.
 - (iv) In case of departmental machines, the safe working load shall be notified by the Electrical Engineer-in-Charge. As regards contractor's machines the contractors shall notify the safe working load of the machine to the Engineer-in-Charge whenever he brings any machinery to site of work and get it verified by the Electrical Engineer concerned.
12. Motors, gearing, transmission, electric wiring and other dangerous parts of hoisting appliances should be provided with efficient safeguards. Hoisting appliances should be provided with such means as will reduce to the minimum the risk of accidental descent of the load. Adequate precautions should be taken to reduce to the minimum the risk of any part of a suspended load becoming accidentally displaced. When workers are employed on electrical installations which are already energized, insulating mats, wearing apparel, such as gloves, sleeves and boots as may be necessary should be provided. The worker should not wear any rings, watches and carry keys or other materials which are good conductors of electricity.



13. All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities should be provided at or near places of work.
14. These safety provisions should be brought to the notice of all concerned by display on a notice board at a prominent place at work spot. The person responsible for compliance of the safety code shall be named therein by the contractor.
15. To ensure effective enforcement of the rules and regulations relating to safety precautions the arrangements made by the contractor shall be open to inspection by the Labour Officer or Engineer-in-Charge of the department or their representatives.
16. Notwithstanding the above clauses from (1) to (15), there is nothing in these to exempt the contractor from the operations of any other Act or Rule in force in the Republic of India.



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

1. APPLICATION

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

2. DEFINITION

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

3. FIRST-AID FACILITIES

- (i) At every work place, there shall be provided and maintained, so as to be easily accessible during working hours, first-aid boxes at the rate of not less than one box for 150 contract labour or part thereof ordinarily employed.
- (ii) The first-aid box shall be distinctly marked with a red cross on white back ground and shall contain the following equipment:-
 - (a) For work places in which the number of contract labour employed does not exceed 50- Each first-aid box shall contain the following equipments :-
 1. 6 small sterilised dressings.
 2. 3 medium size sterilised dressings.
 3. 3 large size sterilised dressings.
 4. 3 large sterilised burn dressings.
 5. 1 (30 ml.) bottle containing a two per cent alcoholic solution of iodine.
 6. 1 (30 ml.) bottle containing salvolatile having the dose and mode of administration indicated on the label.
 7. 1 snakebite lancet.
 8. 1 (30 gms.) bottle of potassium permanganate crystals.
 9. 1 pair scissors.
 10. 1 copy of the first-aid leaflet issued by the Director General, Factory Advice Service and Labour Institutes, Government of India.
 11. 1 bottle containing 100 tablets (each of 5 gms.) of aspirin.
 12. Ointment for burns.
 13. A bottle of suitable surgical antiseptic solution.
 - (b) For work places in which the number of contract labour exceed 50.
Each first-aid box shall contain the following equipments.
 1. 12 small sterilised dressings.
 2. 6 medium size sterilised dressings.
 3. 6 large size sterilised dressings.



4. 6 large size sterilised burn dressings.
 5. 6 (15 gms.) packets sterilised cotton wool.
 6. 1 (60 ml.) bottle containing a two per cent alcoholic solution iodine.
 7. 1 (60 ml.) bottle containing salvolatile having the dose and mode of administration indicated on the label.
 8. 1 roll of adhesive plaster.
 9. 1 snake bite lancet.
 10. 1 (30 gms.) bottle of potassium permanganate crystals.
 11. 1 pair scissors.
 12. 1 copy of the first-aid leaflet issued by the Director General Factory Advice Service and Labour Institutes /Government of India.
 13. A bottle containing 100 tablets (each of 5 gms.) of aspirin.
 14. Ointment for burns.
 15. A bottle of suitable surgical antiseptic solution.
- (iii) Adequate arrangements shall be made for immediate recoument of the equipment when necessary.
- (iv) Nothing except the prescribed contents shall be kept in the First-aid box.
- (v) The first-aid box shall be kept in charge of a responsible person who shall always be readily available during the working hours of the work place.
- (vi) A person in charge of the First-aid box shall be a person trained in First-aid treatment in the work places where the number of contract labour employed is 150 or more.
- (vii) In work places where the number of contract labour employed is 500 or more and hospital facilities are not available within easy distance from the works. First-aid posts shall be established and run by a trained compounder. The compounder shall be on duty and shall be available at all hours when the workers are at work.
- (viii) Where work places are situated in places which are not towns or cities, a suitable motor transport shall be kept readily available to carry injured person or person suddenly taken ill to the nearest hospital.

4. DRINKING WATER

- (i) In every work place, there shall be provided and maintained at suitable places, easily accessible to labour, a sufficient supply of cold water fit for drinking.
- (ii) Where drinking water is obtained from an Intermittent public water supply, each work place shall be provided with storage where such drinking water shall be stored.
- (iii) Every water supply or storage shall be at a distance of not less than 50 feet from any latrine drain or other source of pollution. Where water has to be drawn from an existing well which is within such proximity of latrine, drain or any other source of pollution, the well shall be properly chlorinated before water is drawn from it for drinking. All such wells shall be entirely closed in and be provided with a trap door which shall be dust and waterproof.
- (iv) A reliable pump shall be fitted to each covered well, the trap door shall be kept locked and opened only for cleaning or inspection which shall be done at least once a month.



5. WASHING FACILITIES

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

6. LATRINES AND URINALS

- (i) Latrines shall be provided in every work place on the following scale namely :-
 - (a) Where female are employed, there shall be at least one latrine for every 25 females.
 - (b) Where males are employed, there shall be at least one latrine for every 25 males.Provided that, where the number of males or females exceeds 100, it shall be sufficient if there is one latrine for 25 males or females as the case may be upto the first 100, and one for every 50 thereafter.
- (ii) Every latrine shall be under cover and so partitioned off as to secure privacy, and shall have a proper door and fastenings.
- (iii) Construction of latrines: The inside walls shall be constructed of masonry or some suitable heat-resisting nonabsorbent materials and shall be cement washed inside and outside at least once a year, Latrines shall not be of a standard lower than borehole system.
- (iv) (a) Where workers of both sexes are employed, there shall be displayed outside each block of latrine and urinal, a notice in the language understood by the majority of the workers "For Men only" or "For Women Only" as the case may be.
 - (b) The notice shall also bear the figure of a man or of a woman, as the case may be.
- (v) There shall be at least one urinal for male workers upto 50 and one for female workers upto fifty employed at a time, provided that where the number of male or female workmen, as the case may be exceeds 500, it shall be sufficient if there is one urinal for every 50 males or females upto the first 500 and one for every 100 or part thereafter.
- (vi) (a) The latrines and urinals shall be adequately lighted and shall be maintained in a clean and sanitary condition at all times.
 - (b) Latrines and urinals other than those connected with a flush sewage system shall comply with the requirements of the Public Health Authorities.
- (vii) Water shall be provided by means of tap or otherwise so as to be conveniently accessible in or near the latrines and urinals.
- (viii) Disposal of excreta :- Unless otherwise arranged for by the local sanitary authority, arrangements for proper disposal of excreta by incineration at the work place shall be made by means of a suitable incinerator. Alternately excreta may be disposed of by putting a layer of night soil at the bottom of a pucca tank prepared for the purpose and covering it with a 15 cm. layer of waste or refuse and then covering it with a layer of earth for a fortnight (when it will turn to manure).
- (ix) The contractor shall at his own expense, carry out all instructions issued to him by the Engineer-in-Charge to effect proper disposal of night soil and other conservancy work in respect of the contractor's workmen or employees on the site. The contractor shall be responsible for payment of any charges which may be levied by Municipal or Cantonment Authority for execution of such on his behalf.



7. PROVISION OF SHELTER DURING REST

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

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

8. CRECHES

- (i) At every work place, at which 20 or more women worker are ordinarily employed, there shall be provided two rooms of reasonable dimensions for the use of their children under the age of six years. One room shall be used as a play room for the children and the other as their bedroom. The rooms shall be constructed with specifications as per clause 19H (ii) a,b & c.
- (ii) The rooms shall be provided with suitable and sufficient openings for light and ventilation. There shall be adequate provision of sweepers to keep the places clean.
- (iii) The contractor shall supply adequate number of toys and games in the play room and sufficient number of cots and beddings in the bed room.
- (iv) The contractor shall provide one ayaa to look after the children in the creche when the number of women workers does not exceed 50 and two when the number of women workers exceed 50.
- (v) The use of the rooms earmarked as creches shall be restricted to children, their attendants and mothers of the children.

9. CANTEENS

- (i) In every work place where the work regarding the employment of contract labour is likely to continue for six months and where in contract labour numbering one hundred or more are ordinarily employed, an adequate canteen shall be provided by the contractor for the use of such contract labour.
- (ii) The canteen shall be maintained by the contractor in an efficient manner.
- (iii) The canteen shall consist of at least a dining hall, kitchen, storeroom, pantry and washing places separately for workers and utensils.
- (iv) The canteen shall be sufficiently lighted at all times when any person has access to it.
- (v) The floor shall be made of smooth and impervious materials and inside walls shall be lime-washed or colour washed at least once in each year.

Provided that the inside walls of the kitchen shall be lime-washed every four months.

- (vi) The premises of the canteen shall be maintained in a clean and sanitary condition.
- (vii) Waste water shall be carried away in suitable covered drains and shall not be allowed to accumulate so as to cause a nuisance.
- (viii) Suitable arrangements shall be made for the collection and disposal of garbage.
- (ix) The dining hall shall accommodate at a time 30 per cent of the contract labour working at a time.
- (x) The floor area of the dining hall, excluding the area occupied by the service counter and any furniture except tables and chairs shall not be less than one square metre (10 sft) per diner to be accommodated as prescribed in sub-Rule 9.



- (xi) (a) A portion of the dining hall and service counter shall be partitioned off and reserved for women workers in proportion to their number.
- (b) Washing places for women shall be separate and screened to secure privacy.
- (xii) Sufficient tables stools, chair or benches shall be available for the number of diners to be accommodated as prescribed in sub-Rule 9.
- (xiii) (a) 1. There shall be provided and maintained sufficient utensils crockery, furniture and any other equipments necessary for the efficient running of the canteen.
- 2. The furniture utensils and other equipment shall be maintained in a clean and hygienic condition.
- (b) 1. Suitable clean clothes for the employees serving in the canteen shall be provided and maintained.
- 2. A service counter, if provided, shall have top of smooth and impervious material.
- 3. Suitable facilities including an adequate supply of hot water shall be provided for the cleaning of utensils and equipments.
- (xiv) The food stuffs and other items to be served in the canteen shall be in conformity with the normal habits of the contract labour.
- (xv) The charges for food stuffs, beverages and any other items served in the canteen shall be based on 'No profit, No loss' and shall be conspicuously displayed in the canteen.
- (xvi) In arriving at the price of foodstuffs, and other article served in the canteen, the following items shall not be taken into consideration as expenditure namely:-
 - (a) The rent of land and building.
 - (b) The depreciation and maintenance charges for the building and equipments provided for the canteen.
 - (c) The cost of purchase, repairs and replacement of equipments including furniture, crockery, cutlery and utensils.
 - (d) The water charges and other charges incurred for lighting and ventilation.
 - (e) The interest and amounts spent on the provision and maintenance of equipments provided for the canteen.
- (xvii) The accounts pertaining to the canteen shall be audited once every 12 months by registered accountants and auditors.

10. ANTI-MALARIAL PRECAUTIONS

The contractor shall at his own expense, conform to all anti-malarial instructions given to him by the Engineer-in-Charge including the filling up of any borrow pits which may have been dug by him.

- 11. The above rules shall be incorporated in the contracts and in notices inviting tenders and shall form an integral part of the contracts.

12. AMENDMENTS

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



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

1. SHORT TITLE

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

2. DEFINITIONS

(i) Workman means any person employed by C.P.W.D./PWD (DA) or its contractor directly or indirectly through a subcontractor with or without the knowledge of the Central Public Works Department/PWD (DA) to do any skilled, semiskilled or unskilled manual, supervisory, technical or clerical work for hire or reward, whether the terms of employment are expressed or implied but does not include any person :-

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

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

(c) Who is an out worker, that is to say, person to whom any article or materials are given out by or on behalf of the principal employers to be made up cleaned, washed, altered, ornamental finished, repaired adopted or otherwise processed for sale for the purpose of the trade or business of the principal employers and the process is to be carried out either in the home of the out worker or in some other premises, not being premises under the control and management of the principal employer.

No person below the age of 18 years shall be employed to act as a workman.

(ii) Fair Wages means wages whether for time or piece work fixed and notified under the provisions of the Minimum Wages Act from time to time.

(iii) Contractors shall include every person who undertakes to produce a given result other than a mere supply of goods or articles of manufacture through contract labour or who supplies contract labour for any work and includes a subcontractor.

(iv) Wages shall have the same meaning as defined in the Payment of Wages Act.

3. WORKING HOURS

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

(ii) When an adult worker is made to work for more than 9 hours on any day or for more than 48 hours in any week, he shall be paid over time for the extra hours put in by him at double the ordinary rate of wages.

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

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



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

4. DISPLAY OF NOTICE REGARDING WAGES ETC.

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

5. PAYMENT OF WAGES

- (i) The contractor shall fix wage periods in respect of which wages shall be payable.
- (ii) No wage period shall exceed one month.
- (iii) The wages of every person employed as contract labour in an establishment or by a contractor where less than one thousand such persons are employed shall be paid before the expiry of seventh day and in other cases before the expiry of tenth day after the last day of the wage period in respect of which the wages are payable.
- (iv) Where the employment of any worker is terminated by or on behalf of the contractor the wages earned by him shall be paid before the expiry of the second working day from the date on which his employment is terminated.
- (v) All payment of wages shall be made on a working day at the work premises and during the working time and on a date notified in advance and in case the work is completed before the expiry of the wage period, final payment shall be made within 48 hours of the last working day.
- (vi) Wages due to every worker shall be paid to him direct by contractor through Bank or ECS or online transfer to his bank account.
- (vii) All wages shall be paid through Bank or ECS or online transfer.
- (viii) Wages shall be paid without any deductions of any kind except those specified by the Central Government by general or special order in this behalf or permissible under the Payment of Wages Act 1956.
- (ix) A notice showing the wages period and the place and time of disbursement of wages shall be displayed at the place of work and a copy sent by the contractor to the Engineer-in-Charge under acknowledgment.
- (x) It shall be the duty of the contractor to ensure the disbursement of wages through bank account of labour.
- (xi) The contractor shall obtain from the Junior Engineer or any other authorised representative of the Engineer-in-Charge as the case may be, a certificate under his signature at the end of the entries in the "Register of Wages" or the "Wage-cum-Muster Roll" as the case may be in the following form:-
- (xii) "Certified that the amount shown in column No has been paid to the workman concerned through bank account of labour on at....."



FINES AND DEDUCTIONS WHICH MAY BE MADE FROM WAGES

- (i) The wages of a worker shall be paid to him without any deduction of any kind except the following:-
 - (a) Fines
 - (b) Deductions for absence from duty i.e. from the place or the places where by the terms of his employment he is required to work. The amount of deduction shall be in proportion to the period for which he was absent.
 - (c) Deduction for damage to or loss of goods expressly entrusted to the employed person for custody or for loss of money or any other deduction which he is required to account, where such damage or loss is directly attributable to his neglect or default.
 - (d) Deduction for recovery of advances or for adjustment of overpayment of wages, advances granted shall be entered in a register.
 - (e) Any other deduction which the Central Government may from time to time allow.
- (ii) No fines should be imposed on any worker save in respect of such acts and omissions on his part as have been approved of by the Chief Labour Commissioner.
Note :- An approved list of Acts and Omissions for which fines can be imposed is enclosed at Appendix-X
- (iii) No fine shall be imposed on a worker and no deduction for damage or loss shall be made from his wages until the worker has been given an opportunity of showing cause against such fines or deductions.
- (iv) The total amount of fine which may be imposed in any one wage period on a worker shall not exceed an amount equal to three paise in a rupee of the total wages, payable to him in respect of that wage period.
- (v) No fine imposed on any worker shall be recovered from him by instalment, or after the expiry of sixty days from the date on which it was imposed.
- (vi) Every fine shall be deemed to have been imposed on the day of the act or omission in respect of which it was imposed.

LABOUR RECORDS

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



- (e) Nature of accident and cause of accident.
 - (f) Time and date of accident.
 - (g) Date and time when admitted in Hospital,
 - (h) Date of discharge from the Hospital.
 - (i) Period of treatment and result of treatment.
 - (j) Percentage of loss of earning capacity and disability as assessed by Medical Officer.
 - (k) Claim required to be paid under Workmen's Compensation Act.
 - (l) Date of payment of compensation.
 - (m) Amount paid with details of the person to whom the same was paid.
 - (n) Authority by whom the compensation was assessed.
 - (o) Remarks
- (v) The contractor shall maintain a Register of Fines in the Form XII of the CL (R&A) Rules 1971 (Appendix-XI)
 - (vi) The contractor shall display in a good condition and in a conspicuous place of work the approved list of acts and omissions for which fines can be imposed (Appendix-X)
 - (vii) The contractor shall maintain a Register of deductions for damage or loss in Form XX of the CL (R&A) Rules 1971 (Appendix-XII)
 - (viii) The contractor shall maintain a Register of Advances in Form XXIII of the CL (R&A) Rules 1971 (Appendix-XIII)
 - (ix) The contractor shall maintain a Register of Overtime in Form XXIII of the CL (R&A) Rules 1971 (Appendix-XIV)

6. ATTENDANCE CARD-CUM-WAGE SLIP

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

7. EMPLOYMENT CARD

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



8. SERVICE CERTIFICATE

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

9. PRESERVATION OF LABOUR RECORDS

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

10. POWER OF LABOUR OFFICER TO MAKE INVESTIGATIONS OR ENQUIRY

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

11. REPORT OF LABOUR OFFICER

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

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

12. APPEAL AGAINST THE DECISION OF LABOUR OFFICER

Any person aggrieved by the decision and recommendations of the Labour Officer or other person so authorised may appeal against such decision to the Superintending Engineer concerned within 30 days from the date of decision, forwarding simultaneously a copy of his appeal to the Executive Engineer concerned but subject to such appeal, the decision of the officer shall be final and binding upon the contractor.

13. PROHIBITION REGARDING REPRESENTATION THROUGH LAWYER

- (i) A workman shall be entitled to be represented in any investigation or enquiry under these regulations by:-
 - (a) An officer of a registered trade union of which he is a member.
 - (b) An officer of a federation of trade unions to which the trade union referred to in clause (a) is affiliated.
 - (c) Where the employer is not a member of any registered trade union, by an officer of a registered trade union, connected with the industry in which the worker is employed or by any other workman employed in the industry in which the worker is employed.



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

14. INSPECTION OF BOOKS AND SLIPS

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

15. SUBMISSIONS OF RETURNS

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

16. AMENDMENTS

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

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

REGISTER OF MATERNITY BENEFITS (Clause 19 F)

ठेकेदार का नाम और पता

Name and address of the contractor.....

कार्य का नाम और स्थिति

Name and location of the work.....

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

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

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

कर्मचारी को संदत्त छुट्टी वेतन
Leave pay paid to the employee

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



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

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

ठेकेदार का नाम और पता

Name and address of the contractor.....

कार्य का नाम और स्थिति

Name and location of the work.....

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



श्रम बोर्ड Labour Board

कार्य का नाम.....

Name of work

टेकेदार का नाम.....

Name of Contractor

टेकेदार का पता.....

Address of Contractor

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

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

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

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

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

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

श्रम कार्यान्वयन अधिकारी का नाम

Name of Labour Enforcement Officer

श्रम कार्यान्वयन अधिकारी का पता

Address of Labour Enforcement Officer

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

साप्ताहिक छुट्टी

Weekly holiday

मजदूरी की अवधि.....

Wage period

मजदूरी के भुगतान की तारीख

Date of payment of wages

काम के घंटे.....

Working hours

आराम का मध्यान्तर.....

Rest interval



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

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

ठेकेदार का नाम व पता.....

Name and address of contractor

कार्यालय का नाम व पता जिसके अधीन ठेका चल रहा है

Name and address of establishment under which contract is carried on

कार्य का स्वरूप व स्थान

Nature and location of work

मुख्य नियोक्ता का नाम व पता

Name and address of Principal Employer

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



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

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

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



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

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

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

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

ठेकेदार का नाम व पता

Name and address of contractor.....

मजदूर का नाम तथा उसके पिता/पति का नाम

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

कार्य का स्वरूप तथा स्थान का नाम

Nature and location of work.....

सप्ताह/पक्ष/मास के लिए

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

1. जितने दिन कार्य किया

No. of days worked.....

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

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

3. दैनिक मजदूरी की दर/पीस रेट

Rate of dailly wages/piece rate

4. समयोपरि मजदूरी की रकम

Amount of overtime wages.....

5. दी जाने वाली कुल रकम

Gross wages payable.....

6. वसूलियां, यदि कोई हो

Deduction, if any.....

7. दी गई मजदूरी की शुद्ध रकम

Net amount of wages paid.....

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



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

रोजगार कार्ड
Employment Card

ठेकेदार का नाम व पता

Name and address of contractor-----

कार्यालय का नाम व पता जिसके अधीन ठेका चल रहा है

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

कार्य का नाम व स्थान

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

मुख्य नियोक्ता का नाम व पता

Name and address of Principal Employer-----

1. मजदूर का नाम

Name of the workman-----

2. लगाये गए मजदूरों के रजिस्टर में क्रम संख्या

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

3. रोजगार/पद का नाम

Nature of employment/designation-----

4. मजदूरी की दर

(पीस वर्क के बारे में एकक के ब्यौरा सहित)

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

5. मजदूरी की अवधि

Wage period-----

6. रोजगार की अवधि

Tenure of employment-----

7. टिप्पणी

Remarks-----

ठेकेदार के हस्ताक्षर
Signature of contractor



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

ठेकेदार का नाम व पता.....

Name and address of contractor

कार्य का स्वरूप तथा स्थान.....

Nature and location of work

मजदूर का नाम व पता.....

Name and address of workman

आयु अथवा जन्म तिथि.....

Age or date of birth

पहचान चिह्न.....

Identification marks

पिता / पति का नाम.....

Father's/Husband's name

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

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

मुख्य नियोक्ता का नाम और पता.....

Name and address of Principal Employer

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

हस्ताक्षर / Signature



LIST OF ACTS AND OMISSIONS FOR WHICH FINES CAN BE IMPOSED

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

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

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

- | | |
|---|---|
| 1. जान बूझ कर अकेले या अन्य के साथ मिल कर अवज्ञा या उल्लंघन। | 1. Wilful insubordination or disobedience, whether alone or in combination with other. |
| 2. केन्द्रीय लोक निर्माण विभाग के कार्य या सम्पत्ति के अतिरिक्त, ठेकों के संबंध में चोरी धोखाबाजी, बेईमानी करना। | 2. Theft fraud or dishonesty in connection with the contractors beside a business or property of CPWD. |
| 3. घूस या अन्य गैरकानूनी परितोषण लेना या देना। | 3. Taking or giving bribes or any illegal gratifications |
| 4. नित्य देर से काम पर आना। | 4. Habitual late attendance. |
| 5. शराब पीकर लड़ना, उपद्रवी या बेहंगा या अन्यमनस्क व्यवहार। | 5. Drunkenness lighting, riotous or disorderly or indifferent behaviour |
| 6. नित्य लापरवाही। | 6. Habitual negligence. |
| 7. उस क्षेत्रों के आस-पास बीड़ी-सिग्रेट पीना जहां आग पकड़ने वाली या अन्य सामग्री रखी हो। | 7. Smoking near or around the area where combustible or other materials are locked |
| 8. नित्य अनुशासनहीनता। | 8. Habitual indiscipline. |
| 9. चालू कार्य में अथवा के. लो. नि. वि. या ठेकेदार की संपत्ति को क्षति पहुंचाना। | 9. Causing damage to work in the progress or to property of the CPWD or of the contractor. |
| 10. ड्युटी पर सोना। | 10. Sleeping on duty. |
| 11. कामचोरी या कार्य को धीरे करना। | 11. Malingering or slowing down work. |
| 12. नाम, आयु, पिता के नाम आदि के बारे में गलत सूचना देना। | 12. Giving of false information regarding name, age father's name, etc. |
| 13. नियोक्ता द्वारा दिये गये मजदूरी कार्ड को नित्य खो देना। | 13. Habitual loss of wage cards supplied by the employers. |
| 14. मालिक की उत्पादन की सम्पत्ति का अनधिकृत उपयोग या कार्यस्थल पर अनाधिकृत वस्तुएं बनाना। | 14. Unauthorised use of employer's property of manufacturing or making of unauthorised particles at the work place. |
| 15. कुशल कामगारों द्वारा निर्माण तथा अनुरक्षण में अकुशल कारीगरी दिखाना जिसे विभाग स्वीकार नहीं करता जिसके संशोधन के लिये ठेकेदार को बाध्य किया जाता है। | 15. Bad workmanship in construction and maintenance by skilled workers which is not approved by the Department and for which the contractors are compelled to undertake rectifications. |
| 16. गलत शिकायतें लगाना और/या भ्रामक विवरण देना। | 16. Making false complaints and/or misleading statements. |
| 17. स्थापनाओं के परिसर के भीतर कोई व्यापार चलाना। | 17. Engaging on trade within the premises of the establishments. |
| 18. कर्मचारियों का अनधिकृत व्यापार कार्य करना। | 18. Any unauthorised divulgence of business affairs of the employees. |
| 19. स्थापना के परिसर के भीतर किसी प्रकार का धन एकत्र करना या उसके लिए प्रचार करना जब तक कि मालिक द्वारा अधिकार न दिया गया हो। | 19. Collection or canvassing for the collection of any money within the premises of an establishment unless authorised by the employer. |



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



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

जुमानों का रजिस्टर Register of Fines

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

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



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

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

ठेकेदार का नाम व पता

Name and address of contractor

कार्यालय का नाम व पता जिसके अधीन ठेका चल रहा है

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

कार्य का स्वरूप व स्थान

Nature and location of work

मुख्य नियोजता का नाम व पता

Name and address of Principal Employer

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

परिशिष्ट / Appendix 'XII'



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

अग्रिम का रजिस्टर Register of Advances

ठेकेदार का नाम व पता

Name and address of contractor

कार्यालय का नाम व पता जिसके अधीन ठेका चल रहा है

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

कार्य का स्वरूप व स्थान

Nature and location of work

मुख्य नियोक्ता का नाम व पता

Name and address of Principal Employer

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



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

समयोपरि रजिस्टर Register of Overtime

ठेकेदार का नाम व पता

Name and address of contractor

कार्यालय का नाम व पता जिसके अधीन ठेका चल रहा है

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

कार्य का स्वरूप व स्थान

Nature and location of work

मुख्य नियोक्ता का नाम व पता

Name and address of Principal Employer

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

परिशिष्ट / Appendix 'XIV'



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

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

THIS INDENTURE made the..... day of20..... BETWEEN
 (hereinafter called the Contractor which expression shall where the context so admits or implies be deemed to include his executors administrators and assigns) of the one part and the PRESIDENT OF INDIA (hereinafter called the President which expression shall where the context so admits or implies be deemed to include his successors in office and assigns) of the other part.

WHEREAS by an agreement dated..... (hereinafter called the said agreement) the Contractor has agreed AND WHEREAS the Contractor has applied to the President that he may be allowed advances on the security of materials absolutely belonging to him and brought by him to the site of the works the subject of the said agreement for use in the construction of such of the works as he has undertaken to execute at rates fixed for the finished work (inclusive of the cost of materials and labour and other charges) AND WHEREAS the President has agreed to advance to the Contractor the sum of Rupees on the security of materials the quantities and other particulars of which are detailed in Accounts of Secured Advances attached to the Running Account Bill for the said works signed by the Contractor onand the President has reserved to himself the option of making any further advance or advances on the security of other materials brought by the Contractor to the site of the said works. Now THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the sum of Rupeeson or before the execution of these presents paid to the Contractor by the President (the receipt whereof the Contractor doth hereby acknowledge) and of such further advances (if any) as may be made to him as aforesaid the Contractor doth hereby covenant and agree with the President and declare as follows: -

- (1) That the said sum of Rupeesso advanced by the President to the Contractor as aforesaid and all or any further sum or sums advanced as aforesaid shall be employed by the Contractor in or towards expediting the execution of the said works and for no other purpose whatsoever.
- (2) That the materials detailed in the said Account of Secured Advances which have been offered to and accepted by the President as security are absolutely the Contractor's own property and free from encumbrances of any kind and the contractor will not make any application for or receive a further advance on the security of materials which are not absolutely his own property and free from encumbrances of any kind and the Contractor indemnifies the President against all claims to any materials in respect of which an advance has been made to him as aforesaid.
- (3) That the materials detailed in the said Account of Secured Advances and all other materials on the security of which any further advance or advances may hereafter be made as aforesaid (hereinafter called the said materials) shall be used by the Contractor solely in the execution of the said works in accordance with the directions of the Divisional Officer Division (hereinafter called the Divisional Officer) and in the term of the said agreement.
- (4) That the Contractor shall make at his own cost all necessary and adequate arrangements for the proper watch, safe custody and protection against all risks of the said materials and that until used in construction as aforesaid the said materials shall remain at the site of the said works in the Contractor's custody and on his own responsibility and shall at all times be open to inspection by the Divisional Officer or any officer authorised by



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

- (5) That the said materials shall not on any account be removed from the site of the said works except with the written permission of the Divisional Officer or an officer authorised by him on that behalf.
- (6) That the advances shall be repayable in full when or before the Contractor receives payment from the President of the price payable to him for the said works under the terms and provisions of the said agreement. Provided that if any intermediate payments are made to the Contractor on account of work done than on the occasion of each such payment the President will be at liberty to make a recovery from the Contractor's bill for such payment by deducting there from the value of the said materials then actually used in the construction and in respect of which recovery has not been made previously, the value for this purpose being determined in respect of each description of materials at the rates at which the amounts of the advances made under these presents were calculated.
- (7) That if the Contractor shall at any time make any default in the performance or observance in any respect of any of the terms and provisions of the said agreement or of these presents the total amount of the advance or advances that may still be owing to the President shall immediately on the happening of such default be repayable by the Contractor to the President together with interest thereon at twelve per cent per annum from the date or respective dates of such advance or advances to the date of repayment and with all costs charges, damages and expenses incurred by the President in or for the recovery thereof or the enforcement of this security or otherwise by reason of the default of the Contractor and the Contractor hereby covenants and agrees with the President to repay and pay the same respectively to him accordingly.
- (8) That the Contractor hereby charges all the said materials with the repayment to the President of the said sum of Rupeesand any further sum or sums advanced as aforesaid and all costs charges, damages and expenses payable under these presents PROVIDED ALWAYS and it is hereby agreed and declared that notwithstanding anything in the said agreement and without prejudice to the powers contained therein if and whenever the covenant for payment and repayment herein before contained shall become enforceable and the money owing shall not be paid in accordance therewith the President may at any time thereafter adopt all or any of the following courses as he may deem best :-
 - (a) Size and utilize the said materials or any part thereof in the completion of the said works on behalf of the Contractor in accordance with the provisions in that behalf contained in the said agreement debiting the Contractor with the actual cost of effecting such completion and the amount due in respect of advances under these presents and crediting the Contractor with the value of work done as if he had carried it out in accordance with the said agreement and at the rates thereby provided. If the balance is against the Contractor he is to pay same to the President on demand.
 - (b) Remove and sell by public auction the seized materials or any part thereof and out of the moneys arising from the sale retain all the sums aforesaid repayable or payable to the President under these presents and pay over the surplus (if any) to the Contractor.
 - (c) Deduct all or any part of the moneys owing out of the security deposit or any sum due to the Contractor under the said agreement.



- (9) That except in the event of such default on the part of the Contractor as aforesaid interest on the said advance shall not be payable.
- (10) That in the event of any conflict between the provisions of these presents and the said agreement the provisions of these presents shall prevail and in the event of any dispute or difference arising over the construction or effect of these presents the settlement of which has not been herein before expressly provided for the same shall be finally resolved as per provisions of clause 25 of the contract.

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

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

.....

Signature

Witness Name

Address

Signed by.....

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

Signature

Witness Name

Address



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

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

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

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

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

Signature of Contractor

Dated



APPENDIX - XVII

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

To,

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

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

Dear Sir,

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

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

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

Yours faithfully,

.....
Signature of the applicant

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

Copy to:

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



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

To,

The Chief Engineer/Superintending Engineer

..... (Zone or Circle)

.....

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

.....

Dear Sir,

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

1. Name of applicant
2. Whether applicant is Individual/Prop. Firm/Partnership Firm/Ltd. Co.
3. Full address of the applicant
4. Name of the work and contract number in which arbitration sought
5. Name of the Division which entered into contract
6. Contract amount in the work
7. Date of contract
8. Date of initiation of work
9. Stipulated date of completion of work
10. Actual date of completion of work (if completed)
11. Total number of claims made
12. Total amount claimed
13. Date of intimation of final bill (if work is completed)
14. Date of payment of final bill (if work is completed)
15. Amount of final bill (if work is completed)
16. Date of request made to SDG/ADG for conciliation
17. Date of receipt of SDG/ADG's decision
18. *I/We hereby give consent for appointment of Arbitrator of MoHUA. An agreement as per Appendix-XVIII is enclosed.

Or

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

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

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

Yours faithfully,

.....

Signature of the applicant

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

Copy to:

1. The Executive Engineer
 Division



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

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

Signature

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

Name.....

Date:

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

On non-judicial stamp paper of minimum Rs. 100

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

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

OR**

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

2. We, (indicate the name of the bank) (herein after referred to as "the Bank"), hereby undertake to pay to the Government an amount not exceeding Rs. (Rupees only) on demand by the Government within 10 days of the demand.
3. We, (indicate the name of the Bank), do here by undertake to pay the amount due and payable under this guarantee without any demur, merely on a demand from the Government stating that the amount claimed is required to meet the recoveries due or likely to be due from the said Contractor. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. (Rupees only)
4. We, (indicate the name of the Bank), further undertake to pay the Government any money so demanded notwithstanding any dispute or disputes raised by the contractor in any suit or proceeding pending before any Court or Tribunal, our liability under this Bank Guarantee being absolute and unequivocal. The payment so made by us under this Bank Guarantee shall be a valid discharge of our liability for payment there under and the Contractor shall have no claim against us for making such payment.
5. We, (indicate the name of the Bank), further agree that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligation here under to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said contractor and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the



said Contractor or for any forbearance, act of omission on the part of the Government or any indulgence by the Government to the said Contractor or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. We, (indicate the name of the Bank), further agree that the Government at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor at the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee the Government may have in relation to the Contractor’s liabilities.
7. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor.
8. We, (indicate the name of the Bank), undertake not to revoke this guarantee except with the consent of the Government in writing.
9. This Bank Guarantee shall be valid up to unless extended on demand by the Government. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. (Rupees only) and unless a claim in writing is lodged with us within the date of expiry or extended date of expiry of this guarantee, all our liabilities under this guarantee shall stand discharged.

Date

Witnesses:

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

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

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



PROFORMA OF SCHEDULES

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

SCHEDULE 'A'

Schedule of quantities (as per PWD-3)

SCHEDULE 'D'

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

SCHEDULE 'E'

Reference to General Conditions of contract

Name of work:

.....

Estimated cost of work: Rs.

(i) Earnest money: Rs. (to be returned after receiving performance guarantee)

(ii) Performance Guarantee : 5% of tendered value.

(iii) Security Deposit : 2.5% of tendered value.

SCHEDULE 'F'

GENERAL RULES : Officer inviting tender

& DIRECTIONS

Maximum percentage for quantity of items of work to be executed beyond which rates are to be determined in accordance with Clauses 12.2 & 12.3.

See below



Definitions:

2(vi)	Engineer-in-Charge
2(viii)	Accepting Authority
2(x)	Percentage on cost of materials and labour to cover all overheads and profits.15%	15%
2(x)(b)	Standard Schedule of Rates
2(xi)	Department
9(ii)	Standard CPWD contract Form GCC 2020, CPWD Form 7/ 8 as modified & corrected upto

Clause 1

- (i) Time allowed for submission of Performance Guarantee, programme chart (Time and progress)and applicable labour licenses, registration with EPFO, ESIC and BOCW welfare board or proof of applying there of from the date of issue of letter of acceptance days
- (ii) Maximum allowable extension with late fee @ 0.1% per day of Performance Guarantee amount beyond the period provided in (i) above (1 to 15 days to be filled by NIT approving authority) days

Clause 2

Authority for fixing compensation under clause 2.

Clause 2A

Applicable clause 2/ Clause 2A Yes / No

Clause 5

Number of days from the date of issue of letter of acceptance for reckoning date of start Mile stone(s) as per table given below:- day

Sl No.	Description of Milestone (Physical)	Time Allowed in days (from date of start)	Amount to be with-held in case of non achievement of milestone
1.			
2.			
3.			
4.			

Time allowed for execution of work.



Authority to decide:

- (i) Extension of time (Engineer in Charge or Engineer in Charge of Major Component in case of Composite Contracts, as the case may be)
- (ii) Rescheduling of mile stones (Superintending Engineer/ PM/CPM in Charge or Superintending Engineer/ PM/CPM in Charge of Major Component in case of Composite Contracts, as the case may be)
- (iii) Shifting of date of start in case of delay in handing over of site (Superintending Engineer/ PM/CPM in Charge or Superintending Engineer in Charge of Major Component in case of Composite Contracts, as the case may be)

PROFORMA OF SCHEDULES Clause 5 Schedule of handing over of site

Part	Portion of site	Description	Time Period for handing over reckoned from date of issue of letter of intent.
Part A	Portion without any hindrance		
Part B	Portions with encumbrances		
Part C	Portions dependent on work of other agencies		

Clause 5

Applicable clause 5/ Clause 5A

Clause 6 : Computerised Measure Book (CMB) / Electronic Measurement Book (EMB)

Mode of measurement : CMB / EMB

Note:- One option to be kept by NIT approving authority.

Clause 7

Gross work to be done together with net payment /adjustment of advances for material collected, if any, since the last such payment for being eligible to interim payment

Rs.

Clause 7A

Whether clause 7A shall be applicable

Yes/No

Clause 10A

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

- | | | |
|---------|---------|---------|
| 1. | 2. | 3. |
| 4. | 5. | 6. |



Clause 10B(ii)

Whether Clause 10B (ii) shall be applicable Yes/No

Clause 10C

Component of labour expressed as percent of value of work: = %

Clause 10CC Applicable/ Not Applicable

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

Component of civil (except materials covered
under clause 10CA) /Electrical construction Xm %
value of work. -

Component of Labour -
expressed as percent of total value of work. Y %

Note : Xm% should be equal to (100) - (materials covered under clause 10CA
i.e. Cement, Steel, POL and other material specified in clause 10CA + Component of Labour)

Clause 11

Specifications to be followed for execution of work

Clause 12

12.2

Deviation Limit beyond which clauses 12.2 shall apply for building work

Clause 16

Competent Authority for deciding reduced rates

Clause 18

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

- | | | |
|---------|---------|---------|
| 1 | 2 | 3 |
| 4 | 5 | 6 |
| 7 | 8 | 9 |

Clause 19C

..... authority to decide penalty for each default

Clause 19D

..... authority to decide penalty for each default

Clause 19G

..... authority to decide penalty for each default

Clause 19K

..... authority to decide penalty for each default



Clause 25

- (i) Conciliator:
- (ii) Arbitrator Appointing Authority:
- (iii) Place of Arbitration:

Clause 32

Requirement of Technical Representative(s) and recovery Rate

Sl No.	Minimum Qualification of Technical Representative	Discipline	Designation (Principal Technical /Technical representative)	Minimum Experience	Number	Rate at which recovery shall be made from the contractor in the event of not fulfilling provision of clause 36(i)	
						Figures	Words
1.							
2.							
3.							
4							
5							

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

Diploma holder with minimum 10 year relevant experience with a reputed construction co. can be treated at par with Graduate Engineers for the purpose of such deployment subject to the condition that such diploma holders should not exceed 50% of requirement of degree engineers.


Clause 38

- (i) (a) Schedule/statement for determining theoretical quantity of cement & bitumen on the basis of Delhi Schedule of Rates printed by C.P.W.D.
- (ii) Variations permissible on theoretical quantities:
 - (a) Cement
 - For works with estimated cost put to tender not more than Rs. 25 lakh. 3% plus/minus.
 - For works with estimated cost put to tender more than Rs. 25 lakh.. 2% plus/minus.
 - (b) Bitumen All Works 2.5% plus & only & nil on minus side.
 - (c) Steel Reinforcement and structural steel sections for each diameter, section and category 2% plus/minus
 - (d) All other materials. Nil

Annexure showing quantities of materials for areas of surfacing to be considered for working out minimum period of road roller

Sl. No.	Material of surfacing	Quantity or area
1.	Consolidation of earth subgrade	1860Sq.m
2.	Consolidation of stones soling 15 cm. to 22.5cmthick	170Cu.m.
3.	Consolidation of brick soling 10 cm. to 20cm.thick	230
4.	Consolidationofwearingcoatofstoneballast7.5cmto11.5cmthick	30Cu.m.
5.	Consolidation of wearing coat of brick ballast 10 cm. thick	60Cu.m.
6.	Spreading and consolidation of red bajri6mm.	1860Sq.m.
7.	Painting one coat using stone aggregate 12.5 mm nominal size-	
	(a) @ 1.65 m3 per 100 m2 and paving bitumen A-90 or S-90 @ 2.25 Kg perm2	930 Sq.m.
	(b) 1.50 m3 per 100 m2 and bitumen emulsion or Road tar @ 2.25 Kg per m2	930 Sq.m.
8.	Painting two coats using-	
	(a) For first coat, stone aggregate 12.5 mm nominal size:	
	(i) @ 1.50m3 per 100m2 with paving bitumen A-90 or S-90 @ 2 Kg per m2 or	
	(ii) @1.35m3 per 100m2 with bitumen emulsion @ 2 Kg per m2 or	
	(iii) @1.25 m3 per 100m2 with roadtar @ 2.25 Kg per m2	600Sq.m
	(b) For 2nd Coat, stone aggregate 10mm nominal size 0.9 Cu.m. per 100 Sq.mwith-	
	(i) 1kg of paving bitumen A-90 or S-90 or bitumen emulsion per Sq.m. or	
	(ii) 1.25 Kg. of road tar,perSq.m.	600Sq.m
9.	Re-painting with stone aggregate 10 mm nominal size 0.9 Cu.m. per 100 Sq.m. with-	
	(a) 1Kg. of paving bitumen A-90 or S-90 per Sq.m. or	
	(b) 1.25 kg of Bitumen emulsion per Sq.m.	1670Sq.m.
10.	2 cm premix carpet surfacing using 2.4 m3 of stone aggregate 10 mm nominal size per 100 m2 and binder including tack coat, the binder being hot cut back bitumen or bitumen emulsion specified quantities.	930 Sq.m.
11.	2.5 cm. premix carpet surfacing using 3m3 of stone aggregate 10 mm nominal size per 100 m2 and binder including tack coat, the binder being hot cut back Bitumenor bitumen emulsion in specified quantities.	930 Sq.m.
12.	4 cm thick bitumen concrete surfacing using stone aggregate 3.8 Cu.m. (60% 20 mm nominal size and 40% 12.5 mm nominal size) per 100 m2 and coarse sand 1.9 Cu.m. per 100 m2 and hot cut back bitumen over a tack coat of hot cut back bitumen.	460 Sq.m.

Sl. No.	Material of surfacing	Quantity or area
13.	4 cm thick bitumen concrete surfacing using stone aggregate 4.8 Cu.m. (60% 25 mm nominal size and 40% 20 mm nominal size) per 100 m ² and coarse sand 2.4 Cu.m per 100 Sq.m. and hot cut back bitumen over a tack coat of hot cut back bitumen	370 Sq.m.
14.	6cm thick bitumen concrete surfacing using stone aggregate 5.8 Cu.m. (60 % 40 mm. nominal size and 40% 25mm nominal size) per 100 Sq.m. and coarse sand 2.9 Cu.m. per 100 Sq.m. and hot cut back bitumen over a tack coat of hot cut back bitumen. 280 Sq.m	230 Sqm
15.	7.5cm thick bitumen concrete surfacing using stone aggregate 7.3 Cu.m. (60% 50mm nominal size and 40% 40mm nominal size) per 100 Sq.m. and coarse sand 3.65 Cu.m. per 100 Sq.m. and hot cut back bitumen over a tack coat of hot cut back bitumen.	750 Sqm
16.	2.5 cm bitumastic sheet using stone aggregate 1.65 Cu.m. (60% 12.5 mm nominal size, 40% 10 mm nominal size) per 100 Sq.m. and coarse sand 1.65 Cu.m. per 100 Sq.m. and hot cut back bitumen over a tack coat of hot cut back bitumen.	750 Sq.m.
17.	4cm bitumastic sheet, using stone aggregate 2.6 Cu.m. (60% 12.5mm nominal size 40% 10 mm nominal size) per 100 Sq.m., coarse sand 2.5 Cu.m. per 100 Sq.m. and hot cut back bitumen over a tack coat of hot bitumen.	560 Sqm
18.	Laying full grouted surface using stone aggregate 40 mm nominal size 6.10 Cu.m. per 100 Sq.m. with binder, binding with 20mm to 12.5 mm nominal size stone grit. 1.83 Cu.m. per 100 Sq.m. and seal coat of binder and stone grit 10mm nominal size, 1.07 Cu.m. per 100 Sq.m., the binder being hot bitumen or tar as specified.	460 Sqm
19.	Laying full grouted surface using stone aggregate 50 mm nominal size 9.14 Cu.m. per 100 sq.m. grout with binder, with stone grit 20 mm to 12.5 mm nominal size, 1.83 Cu.m. per 100 Sq.m. and seal coat of binder and stone grit 10mm nominal size 1.07 cu.m /100 Sqm	370 Sqm
20.	4cm. thick premix macadam surfacing using stone aggregate 25mm nominal size 4.57 Cu.m. per 100 Sq.m and hot bitumen binding with stone aggregate 12.5 mm nominal size 1.52 Cu.m. per 100 Sq.m. and seal coat of hot bitumen and stone aggregate 10mm nominal size. 1.07 Cu.m. per 100 Sq.m.	560 Sq.m.
21.	5cm thick premix macadam surfacing with stone aggregate 25 mm nominal size, 6.10 Cu.m. per 100 Sq.m and hot bitumen binding with stone aggregate 12.5 mm nominal size 1.52 Cu.m. per 100 Sq.m. and seal coat of hot bitumen and stone aggregate 10mm nominal size 1.07 Cu.m. per 100 Sq.m	460 Sq.m.

SECTION-VIII	EXCLUSIONS / MODIFICATIONS IN CPWD GENERAL CONDITIONS OF CONTRACT 2023 (MAINTENANCE WORKS)	
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Clause No. & Page No. of CPWD GCC 2023	Exclusions / Modifications	
	<u>CONDITIONS OF CONTRACT</u>	
i)	Clause 2 (iv), Page 9	The word President / President of India and his successors wherever appears shall be read as the Director, PGIMER and his successors.
ii)	Clause 2 (v), Page 9	The word Government or Government of India wherever appears shall be read as PGIMER, Chandigarh.
iii)	Clause 2 (vi), Page 9	The Engineer-in-charge means the Hospital Engineer (.....) who shall supervise and be Incharge of the work and who shall sign the contract on behalf of the Director, PGIMER as mentioned in Schedule 'F' hereunder.
iv)	Clause 2 (x) (b), Page 10	The following provisions are also added in this clause: Schedule(s) referred to in these conditions shall mean the relevant schedule(s) annexed to the tender documents or the standard Schedule of Rates of the government mentioned in Schedule 'F' hereunder, with the amendments thereto issued previous day of the last date of submission of the tender.
v)	Clause 2 (xi), Page 10	Department shall mean Director, PGIMER or any Division of PGIMER which invites tenders on behalf of Institute as specified in the Schedule 'F'.
vi)	Clause 2 (xvi) , Page 10	The following provisions are also added in this clause: Extra items are those items which are not available in the contract a. Non Schedule Extra Items are those items which are not available in the Standard Schedule of Rates specified in Schedule F. b. Scheduled Extra Items are those items which are available in the Standard Schedule of Rates specified in Schedule F
vii)	Clause 2 (xvii), Page 10	The following provisions are also added in this clause: The Completion Cost : Completion cost amount of work done, amount of extra items (s) and deviation (s) and escalation amount admissible as per agreement etc.
viii)	Clause 2 (xviii), Page 10	The following provisions are also added in this clause: Maintenance work: Maintenance work(s) are those work(s) which includes upgradation, aesthetic improvement, special repair. addition/ alteration, annual repair, comprehensive maintenance work etc.
	<u>CLAUSES OF CONTRACT</u>	
ix)	Clause 9, Page 24	The following provisions under this clause are not applicable:- If the final bill is submitted by the contractor within the period specified above and payment of final bills is made by the deptt. after prescribed time limit , a simple interest @ 5 % per annum shall be paid to the contractor from the date of expiry of prescribed time limit which will be compounded on yearly basis, provided the final bill submitted by the contractor is found to be in order.

x)	Clause 12, Page 34	<p>The following provisions are also added in this clause: The completion cost shall, in no case exceed 1.5 times the contract amount. Contractor will devise a system to keep a watch on quantum of work taken up vis-a-vis balance items required to complete defined scope of work and will give the alerts to Engineer-in-Charge before taking up extra item(s), deviation(s) so – that completion cost does not exceed above limit. Work executed beyond above limit will never be recorded nor be paid.</p> <p>Engineer-in-Charge will verify and confirm the alerts before assigning deviation(s) and / or extra item(s) to the contractor. If additional work(s) is required to complete defined scope of work beyond above limit then Engineer-in Charge may take up such work(s) separately. The contractor will not have any claim(s) whatsoever on this account.</p>
xi)	Clause 12.1 , Page 34	<p>The following provisions are also added in this clause: The time for completion of the works shall, in the event of any deviation(s) and extra item(s) resulting in additional cost over the contract amount will be extended, if requested by the contractor, as follows</p> <p>(i) In the proportion to the additional cost of work, bears to the original contract amount plus</p> <p>(ii) 25% of the time calculated in (i) above.</p>
xii)	Clause 12.2, Page 34-35	<p>The following provisions are deleted in this clause: Extra items are those which are not available in the contract. For percentage rate tenders, the extra item(s) which are available in the standard schedule of rates specified in Schedule F, shall be paid as per the said schedule rate Plus cost index (considered in the estimated cost put to tender plus/minus percentage above/ below quoted on estimated cost put to tender.</p> <p>For item rate tenders, the extra item(s) which are available in the standard schedule of rates specified in Schedule shall be paid as per the said schedule plus cost index considered in the estimated cost put to tender) plus/minus percentage above/ below worked out on the basis of overall contract amount and estimated cost of the work put to tender.</p>
xiii)	Clause 12.2, Page 35	<p>The following provisions are also added in this clause: (a) Non Schedule Extra Item(s) - The contractor, shall within fifteen days of the receipt of order to execute extra item(s) or occurrence of the item(s), submit analysis of rate of extra item(s) based on the rate(s) of material(s) available in basic rate of Standard Schedule of Rate mentioned in schedule F and rate(s) of the material(s) based on tax paid bills which are not available in standard Schedule of Rate mentioned in schedule F. For this purpose, the basic rate of material(s) available in Schedule of Rate(s) mentioned in Schedule F will be enhanced or reduced by the applicable cost index, as the case may be.</p> <p>The rate(s) of the material(s) which are not available in Standard Schedule of Rates, mentioned in Schedule F, shall be based on, tax paid bill(s) for the material(s) as defined in manufacturer's specification.</p> <p>Material rate(s) from Standard Schedules of Rate(s) shall be given priority in the analysis of rate(s). The rate of extra item will be.</p>

		<p>i. Analyzed rate(s) as above multiplied by (Contract amount divided by estimated cost put to tender), if tendered amount is below the estimated amount put to tender.</p> <p>ii. Analyzed rate, if the Contract amount is above the estimated amount put to tender.</p> <p>Failing which the rate(s) approved later by the Engineer-in-Charge shall be final and binding</p> <p>Where the contractor submits analysis of rate(s) of extra item(s) in the manner prescribed above, the Engineer-in Charge shall, within 60 days of the receipt of the analysis of rate, after giving consideration to the analysis of rates and other documents submitted by the contractor. Determine the rate(s) of extra item(s). The contractor shall be paid in accordance with the rate(s) so determined.</p> <p>However provisional rate(s) on the basis of invoice will be allowed by the Engineer-in-Charge. Invoice shall be accepted only for material(s) not available in the Standard Schedule of Rates mentioned in Schedule F. The contractor while submitting the tax paid bill of purchased material(s) shall ensure that rate(s) of the materials are reasonable and lowest available in the market. If Engineer-in Charge feels rates in tax paid bill(s) submitted by contractor are not reasonable then he can modify the rate(s) after giving a notice to the contractor. Engineer-in-Charge is the final authority to decide applicable rate(s) of material(s).</p> <p>b) Scheduled Extra Items</p> <p>i. For percentage rate tender, the extra item(s) shall be paid as Per the Standard Schedule of Rates, mentioned in Schedule F, enhanced or reduced by the applicable cost index and further enhanced or reduced by percentage above/ below quoted by the contractor on estimated cost put to tender.</p> <p>ii. For item rate tender, the extra item(s) shall be paid as per the said schedule rate enhanced or reduced by the applicable cost index and multiplied by (Contract amount divided by estimated cost put to tender).</p> <p>The rate(s) of extra item(s) so determined by the Engineer-in-Charge shall be final and binding on the contractor.</p>
xiv)	Clause 12.5, Page 35	<p>The following provisions are also added in this clause: Cost index : Latest available Cost index at the time of beginning of execution of extra item(s) shall be used in sub-clauses 12.2 (a) and 12.2 (b) for calculation of rates of extra item (s)</p>
xv)	Clause 12.6, Page 35	<p>The following provisions are also added in this clause: Labour rates: Labour rates will be based on latest available circulars issued by Central Govt. or State Govt. whichever are higher as well as applicable for the work.</p>

xvi)	Clause 30, Page 53	<p>The following provisions are also added in this clause:</p> <p>ii) The Engineer-in-Charge shall make alternative arrangements for supply of water at the risk and cost of contractor(s) if the arrangements made by the contractor(s) for procurement of water are in the opinion of the Engineer-in-Charge, unsatisfactory. In such case, water charges @ 1.5 % shall be recovered on gross amount of the work done.</p> <p>The contractor shall take water connection from source of Municipal Corporation, Chandigarh / Chandigarh Administration at his own cost. He will pay the bills raised by concerned department regularly. However, PGIMER will help the contractor to take connection from concerned authority. If, the contractor fails to deposit the water bill, the Engineer Incharge will have the authority to deduct the such amount from contractor's bills and deposit the same to concerned department.</p> <p>iii) The contractor shall make his own arrangements for power supply including laying of cables, switchgears and energy meter for the required load upto the main source of U.T. electricity department / Institute's source of supply (If U.T. electricity is not available) at his own cost for the proper execution of the work and will pay the charges for the electric power consumed.</p>
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