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

**HOMI BHABHA CANCER HOSPITAL & RESEARCH CENTRE,  
NEW CHANDIGARH- 140901.**

**ENGINEERING DEPARTMENT**



**Volume – I**

**Notice Inviting Tender**

**FOR**

**Sub: Construction of 2<sup>nd</sup> Floor of Store Building at HBCH&RC, New Chandigarh, Punjab-140901.**

**NIT No: TMC/HBCH&RC/NC/ENG/2<sup>nd</sup> Floor-Store Building/2026-27/e-NIT/06 Dated 21/04/2026**

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## NOTICE INVITING TENDER

**NIT No-TMC/HBCH&RC/NC/ENG/2nd Floor-Store Building/2026-27/e-NIT/06 Dated  
21/04/2026**

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

- 1) The Chief Engineer, HBCH&RC, NEW CHANDIGARH on behalf of Director, HBCH&RC, NEW CHANDIGARH invites sealed tender (two bid) for the following work from the contractors having adequate experience and capabilities to execute such magnitude of similar works.

Name of work	Estimated cost	Period of completion
Construction of 2nd Floor of Store Building at HBCH&RC, New Chandigarh, Punjab - 140901.	₹ 58,01,158/- Plus Applicable GST	03 Months (Including monsoon period)

The Tender is required to be submitted online in two parts as follows:

A) <b>Part I - Technical Bid</b>	1	<p><b>a)</b> Annual Income Tax return filed with I. T. Department.</p> <p><b>b)</b> Certificate of Registration for GST / Sales Tax / VAT / WCT iii.TIN, Service Tax, EPFO, ESIC, BOCW Welfare Board registration certificate, etc.</p> <p><b>c)</b> PAN Card (Permanent Account Number), GSTN.</p> <p><b>d)</b> Annual turnover of latest five year ending in March 2025 duly certified by Chartered Accountant. <b>(Form A)</b>.</p> <p><b>e)</b> Profit &amp; Loss statement certified by CA.</p> <p><b>f)</b> Bank Solvency Certificate of a Nationalized Bank / Scheduled Bank and should not be older than one year from the date of opening of tender <b>(Form B)</b></p> <p style="color: blue;">PDF File Name should be "1"</p>
	2	<p>Letter of Transmittal (The bidders have to mention the similar nature of works to be considered for prequalification in the Letter of Transmittal (Section-III) itself. Only those work will be considered for prequalification)</p> <p style="color: blue;">PDF File Name should be "2"</p>
	3	<p>List of similar works carried during past 7 years with performance certificate, work order copies, etc.</p> <p><b>(Form C)</b></p> <p style="color: blue;">PDF File Name should be "3"</p>

		4	List of works in Hand indicating: <b>(Form D)</b> i) Agency ii) Value of work    iii) Stipulated time of completion   iv) Present position <a href="#">PDF File Name should be "4"</a>
		5	Performance Report of Works referred in "Letter of Transmittal", Form "C" & "D" <b>(Form E)</b> <a href="#">PDF File Name should be "5"</a>
		6	Structure & Organization <b>(Form F)</b> <a href="#">PDF File Name should be "6"</a>
		7	List of Staff <b>(Form G)</b> and Plant & Machinery <b>(Form H)</b> <a href="#">PDF File Name should be "7"</a>
		8	Certificate of Declaration confirming the knowledge of site conditions <b>(Form I)</b> <a href="#">PDF File Name should be "8"</a>
		9	Details of court cases pending against Tenderer <b>(Form J)</b> <a href="#">PDF File Name should be "9"</a>
		10	E-payment details towards cost of Processing Fee. (if applicable)
		11	Earnest Money Deposit in the form of Demand Draft, Pay order, F. D. receipt – of nationalized or Scheduled bank in favour of Tata Memorial Centre Payable at Chandigarh. OR 50% of EMD or Rs. 20 Lakhs whichever is less in the form of Demand Draft / Pay Order / Fixed deposit receipt (FDR), issued by nationalized or scheduled Bank in favour of Tata Memorial Centre Payable at Chandigarh. And balance amount in the form of Bank Guarantee of Scheduled bank format as enclosed in the tender. <b>Cheques will not be accepted.</b> <a href="#">PDF File Name should be "EMD"</a>
		12	Drawings, if any <a href="#">PDF File Name should be "10"</a>
		13	Date wise execution program <a href="#">PDF File Name should be "11"</a>
		14	Undertaking-the eligible similar work(s) have not been executed through another contractor. <a href="#">PDF File Name should be "12"</a>

		15	Undertaking for having gone through the documents as per Technical Bid <b>PDF File Name should be "13"</b>
		16	Undertaking for downloaded the Pre-bid clarifications issued by the Department after close of sale of tenders as indicated in the Technical Bid. <b>PDF File Name should be "14"</b>
		17	<b>(Scanned copy of original certificates to be uploaded)</b>
B)	<b>Part II - Financial Bid / Price Bid</b>	1	<b>Item Rate Tender. The rates shall be inclusive of all taxes, levies, cess, etc. but exclusive of GST.</b>

- 3) Bidder is requested to upload the **Part I - Technical Bid** as per file name suggested above
- 4) The intending bidders must read all the tender documents. They should only submit bids if he considers himself eligible and he is possession of all documents required.
- 5) The information and instruction for bidders posted on website shall form part of the bid document.
- 6) The processing fees / tender cost shall not be refunded irrespective of qualified or disqualified bidder (if applicable).
- 7) Submission of the tender documents after the due date and time (including extended period) shall not be permitted. The agencies shall submit their bids well in advance before the due date and time to avoid any network / communication problems. The date and time as displayed on website will be final and no correspondence in this regard shall be entertained.
- 8) The sub-contracting, sub-letting, joint venture is not permitted.

## **GUIDELINES FOR E-TENDERING: -**

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

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

### **1. REGISTRATION**

- 1) Bidders are required to enrol on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “**Online bidder Enrolment**” on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhraetc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

### **2. SEARCHING FOR TENDER DOCUMENTS**

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

### **3. PREPARATION OF BIDS**

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

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

**Note:** *My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.*

#### **4. SUBMISSION OF BIDS**

- 1) Bids shall be submitted online only at CPPP website: <https://eprocure.gov.in/eprocure/app>
- 2) Bidder should login to the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 3) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 4) Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
- 5) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted / couriered / given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD / any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 6) The agency shall download the pre bid clarification if any for the work and upload the same (scanned copy) duly signed and sealed. The revised documents (if any) shall be uploaded in e-tender portal.
- 7) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the SKY BLUE coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.

- 8) Tenderers are advised to upload their documents well in advance, to avoid last minutes rush on the server or complications in uploading. HBCH&RC, NEW CHANDIGARH, in any case, shall not be held responsible for any type of difficulties during uploading the documents including server and technical problems whatsoever.
- 9) Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 10) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 10) Submission of the tender documents after the due date and time (including extended period) shall not be permitted.
- 11) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers / bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 12) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 13) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 14) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.
- 15) Intending Bidders are advised to visit this website regularly till closing date of submission to keep them updated as any change / modification in the tender will be intimated through this website only by corrigendum / addendum / amendment.

## **5. ASSISTANCE TO BIDDERS**

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk / [support-eproc@nic.in](mailto:support-eproc@nic.in) / contact NIC officials at 022-25487480.

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

### **ADDITIONAL INSTRUCTIONS**

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

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

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

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

## PART B: NOTICE INVITING TENDER DETAILS

1	<b>NIT TMC/HBCH&amp;RC/NC/ENG/2nd Floor-Store Building/2026-27/e-NIT/06 Dated 21/04/2026</b>
2	<b>Name of work:</b> Construction of 2nd Floor of Store Building at HBCH&RC, New Chandigarh, , Punjab - 140901.
3	<b>Estimated cost: ₹58,01,158/- plus applicable GST</b>
4	<b>EMD of ₹ 1,36,907/-</b> to be submitted in form of Demand Draft / Pay Order / Banker's cheque/ Fixed Deposit Receipt (FDR), issued by a Nationalized / Scheduled Bank drawn in favour Tata Memorial Centre, Payable at Chandigarh. OR 50% of EMD or Rs. 20 Lakhs whichever is less in the form of Demand Draft / Pay Order/ Fixed deposit receipt (FDR), issued by nationalized or scheduled Bank in favour of Tata Memorial Centre, Payable at Chandigarh. And balance amount in the form of Bank Guarantee of Scheduled bank format as enclosed in the tender. <b>Note:</b> i. EMD in the form of cheque will not be accepted ii. The Security Deposit / Performance Guarantee shall be endorsed in favour of Tata Memorial Centre, Payable at Chandigarh.
5	<b>Tender Processing fees:</b> NIL
6	<b>Completion Period: 03 Months</b> (including monsoon period if any)
7	<b>Security Deposit:</b> 2.5% of tendered value
8	<b>Performance Guarantee:</b> 5% of tendered value
9	<b>Date of Publish:</b> 21/04/2026 (18:00 hrs.) <b>website</b> on CPPP site <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a>
10	<b>Document Download / Sale Start Date:</b> 21/04/2026 (18:00 hrs.) website on CPPP site <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a>
11	<b>Document Download / Sale End Date:</b> Up to 05/04/2026 (13:00 hrs.)
12	<b>Date of Pre-Bid meeting:</b> <b>Pre-bid meeting</b> with individual bidder shall be held on <b>24/04/2026, 11:00 hrs to 13:00 hrs</b> in Service Block, Engineering Dept., HBCH&RC, New Chandigarh, Punjab -

13	<b>Validity of Tender:</b> One Hundred Eighty (180) days from the date of opening of Technical Bid
14	<b>Online Bid submission start date:</b> From 25/04/2026 (14:00 hrs.)
15	<b>Online Bid submission end date:</b> Up to 05/05/2026 (13:00hrs.)
16	<b>Submission of receipt of original (hard copies) DD, FDR &amp; BG towards tender fees, Processing fees, &amp; EMD etc. On or before 06/05/2026 (14:00 hrs.)</b> in the Engineering Dept., Service Block, HBCH&RC, New Chandigarh, Punjab-140901.
17	<b>Online opening of Part-I i.e. Technical Bid: 06/05/2026 (14:30 hrs.)</b> in the Engineering Dept., Service Block, HBCH&RC, New Chandigarh, Punjab-140901.
18	<b>Online opening of Part-II i.e. Financial Bids of technical qualified bidders:</b> Will be notified later.
19	The Director/ Chief Engineer, HBCH&RC, NEW CHANDIGARH, reserves the right to accept the work in full or in part or reject the tender in full or in part without assigning any reason thereof.
20	Tenders with any condition including conditional rebate shall be rejected forth with.

Sd/-  
OIC, ENGINEERING, PUNJAB

## **PART C: TENDER REQUIREMENT FOR ELIGIBILITY**

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

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

03 similar nature of works each costing not less than ₹ 27,38,147/-.

Or

02 similar nature of work each costing not less than ₹41,07,220/-.

Or

01 similar nature of work costing not less than ₹54,76,293/-.

### **Important Note:**

**The bidders have to mention the similar nature of works to be considered for prequalification in the Letter of Transmittal (Section -III) itself. Only those works will be considered for pre-qualification.**

**Similar work shall mean: Construction of Hospital Building / Residential Building Commercial Building work.**

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

Should have had average annual financial turnover of not less than **₹34,22,683/-** during the immediate last 03 consecutive financial years ending 31<sup>st</sup> March, 2025.

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

Should have a bank solvency of not less than **₹27,38,147/-** of a Nationalized Bank / Scheduled Bank and should not be older than one year from the date of opening of tender **(Form B)**

Agency will be disqualified if blacklisted by any government / semi-government body.

1. List of **works in hand** & List of **similar works carried out** by them for last **7 years** indicating i) Agency for whom executed, ii) Value of work, iii) Completion time as stipulated and actual, or present position of the work.
2. **List of construction plant, machinery, equipment**, accessories & infrastructure facilities possessed by the agency to complete the work in time.
3. **List of technical staff** they possess and proposed to deploy for the work.
4. **Short listing of the agencies shall be subject to thorough verification of their credentials and inspection of works carried out by them, through a Technical Evaluation Committee of experts, constituted by HBCH & RC. The performance report from the executing authority shall also be considered for short listing.**

5. **IF ANY INFORMATION FURNISHED** by the applicant is found to be incorrect at a later stage, they shall be liable to be debarred from tendering / taking up works in HBCH&RC, NEW CHANDIGARH.

6. **UNDERTAKING as under: -**

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

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

Short listing of the agencies shall be subject to thorough verification of their credentials and inspection of works carried out by them, through a Technical Evaluation Committee of experts, constituted by HBCH & RC, NEW CHANDIGARH.

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

SD/-,

OIC, ENGINEERING, HBCH&RC, PUNJAB

## **TENDER**

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

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

We agree to keep the tender open for **One Hundred Eighty (180) days from the date of opening of Technical Bid/qualification bid (part - I)** and not to make any modifications in its terms and conditions.

A sum of **₹1,36,907/-** has been deposited in cash / fixed deposit receipt of scheduled bank/demand draft of a scheduled bank. If I/we, fail to furnish the prescribed performance guarantee with in prescribed period, I/we agree that the said Director, TMC or his successors in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Further, if I / we fail to commence work as specified, I / we agree that Director. HBCH&RC, NEW CHANDIGARH or his successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said earnest money and the performance guarantee absolutely, otherwise the said earnest money shall be retained by him towards security deposit to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to there in and to carry out such deviations as may be ordered, upto maximum of the percentage mentioned in Schedule "F" those in excess of that limit at the rates to be determined in accordance with the provision contained in Clause 12.2 and 12.3 of the tender form. Further, I/ We agree that in case of forfeiture of earnest money or both Earnest Money & Performance Guarantee as aforesaid, I/We shall be debarred for participation in the retendering 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 HBCH&RC, NEW CHANDIGARH in future forever. Also, if such a violation comes to the notice of Department before date of start of work, the Engineer-in-Charge shall be free to forfeit the entire amount of Earnest Money Deposit/Performance Guarantee.

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

**Signature of Contractor**

Postal Address

**Dated**

## PARTD: LIST OF DOCUMENTS TO BE PROVIDED

1	<p>a) Annual Income Tax return filed with I.T. Department.</p> <p>b) Certificate of Registration for GST/Sales Tax/VAT/WCT, TIN, Service Tax, EPFO, ESIC, BOCW Welfare Board registration certificate, etc.</p> <p>c) PAN Card (Permanent Account Number), GSTN</p> <p>d) Annual turnover of latest five year ending in March 2025 duly certified by Chartered Accountant. <b>(Form A).</b></p> <p>e) Profit &amp; Loss statement certified by CA.</p> <p>f) Bank Solvency Certificate of a Nationalized Bank/Scheduled Bank and should not be older than one year from the date of opening of tender <b>(Form B) PDF File Name should be "1"</b></p>
2	<p>Letter of Transmittal (The bidders have to mention the similar nature of works to be considered for pre-qualification in the Letter of Transmittal (Section -III) itself. Only those work will be consider for pre qualification)<b>PDF File Name Should be "2"</b></p>
3	<p>List of similar works carried during past 7 years with performance certificate, Work order copies, etc. <b>(Form C) PDF File Name should be "3"</b></p>
4	<p>List of works in Hand indicating: <b>(Form D) PDF File Name should be "4"</b></p> <p>i) Agency</p> <p>ii) Value of work iii) Stipulated time of completion iv) Present position</p>
5	<p>Performance Report of Works referred in Form "C" &amp; "D" <b>(Form E) PDF File Name should be "5"</b></p>
6	<p>Structure &amp; Organization <b>(Form F) PDF File Name should be "6"</b></p>
7	<p>List of Staff<b>(Form G)</b> and Plant &amp; Machinery <b>(Form H) PDF File Name Should be "7"</b></p>
8	<p>Certificate of Declaration confirming the knowledge of site conditions <b>(Form I) PDF File Name should be "8"</b></p>
9	<p>Details of court cases pending against Tenderer <b>(Form J) PDF File Name Should be "9"</b></p>
10	<p>E payment details towards cost of Processing Fee.(if applicable)</p>
11	<p>Earnest Money Deposit in the form of Demand Draft, Pay order, F. D. receipt - of nationalized or Scheduled bank in Tata Memorial Centre, payable at Chandigarh. OR 50% of EMD or ₹ 20 Lakhs whichever is less in the form of Demand Draft /Pay Order / Fixed deposit receipt (FDR), issued by nationalized or scheduled Bank in favour of Tata Memorial Centre, payable at Chandigarh.</p>

	And balance amount in the form of Bank Guarantee of Scheduled bank format as enclosed in the tender. <b>PDF File Name should be “EMD” Cheques will not be accepted.</b>
12	Drawings, if any <b>PDF File Name should be “10”</b>
13	Date wise execution program <b>PDF File Name should be “11”</b>
14	Undertaking- the eligible similar work(s) have not been executed through Another contractor <b>PDF File Name should be “12”</b>
15	Undertaking for having gone through the documents as per Technical Bid <b>PDF File Name should be “13”</b>
16	Undertaking for downloaded the Pre-bid clarifications issued by the Department after close of sale of tenders as indicated in the Technical Bid (if any). <b>PDF File Name should be “14”</b>
17	The agency should have office in Chandigarh/nearby Chandigarh. <b>PDF File Name should be “15”</b>
18	<b>(Scanned copy of original certificates to be uploaded)</b>

## **BRIEF PARTICULARS OF THE WORK**

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

Name of work	Estimated cost	Period of completion
Construction of 2nd Floor of Store Building at HBCH&RC, New Chandigarh, Punjab - 140901.	₹58,01,158/- + GST Applicable	03 Months (including monsoon period if any)

2. The proposed works is to be carried out at **Homi Bhabha Cancer Hospital & Research Centre, New Chandigarh, Punjab - 140901.**
3. Presently existing Hospital are running. Precaution has to be taken by the selected contract or during execution of works so that it does not affect the daily function/s of the Hospital and without causing inconvenience to the patients / relatives residing there.
4. Work shall be executed according to the Tender Conditions of Contract for this Project.
5. General scope:  
The Construction work of 2<sup>nd</sup> Floor of store building have included all civil work, Plumbing work, Electrical work and ELV works or as required to engineer in charge.
6. **Before submitting the quote agency should visit HBCH & RC, New Chandigarh to for complete evaluation of the project before submitting the bid with due permission from HBCH&RC, New Chandigarh.**
7. For any clarification in tender & work, please contact - Engineering Department, Homi Bhabha Cancer Hospital & Research Centre, New Chandigarh, Punjab - 140901. [E-mail-  
engineering.m@hbchrc.tmc.gov.in](mailto:engineering.m@hbchrc.tmc.gov.in)

## **SECTION - II**

### **INFORMATION & INSTRUCTIONS FOR APPLICANTS**

#### **General:**

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

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

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

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

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

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

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

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

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

## **Definitions:-**

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

**“Client/Employer/Principal Employer”** shall mean HOMI BHABHA CANCER HOSPITAL AND RESEARCH CENTRE, NEW CHANDIGARH “Application” shall mean the response submitted by interested parties.

**“Bid Security/Earnest Money Deposit”** shall mean the amount (Interest free) to be deposited by the Bidder with the Tenderer.

**“Bid Validity”** shall mean the period for which the Bids shall remain valid.

**“Bidder”** shall mean the party participating in the Tendering process pursuant to and in accordance with the terms of this document. The word “Bidder” is synonymous with “Tenderer”.

**“Contract Agreement”** shall mean the agreement to be signed between the Successful Bidder and the competent authority of HBCH & RC/ their authorized representative.

**“Contract Price”** shall mean the financial bid of the Successful Bidder as accepted by the HBCH&RC.

**“Date of commencement of work”** shall mean the date of Start as specified in the Schedule “F” or the date of handing over of the site, whichever is later in accordance with the phasing if any, as indicated in the tender document.

**“Defects Liability Period” (DLP)** means the period after completion of the Project during which the HBCH&RC - NEW CHANDIGARH or his authorized

representative/ Engineer in-charge will notify to the Bidder, any defect noticed in the work and the Bidder is liable for rectification of such defects. Proof of dispatch of letter/any other written communication notifying the defect/ intimating the representative of Bidder at site up to the last date of DLP will make the Bidder liable for rectification of all such defects to the complete satisfaction of HBCH&RC - NEW CHANDIGARH. The Bidder will carry out Periodic/Preventive maintenance of the systems during the DLP.

**“Engineer in-Charge” (EIC)** shall mean the authorized officer/representative of HBCH & RC under overall supervision of Chief Engineer, Tata Memorial Centre.

**“Evaluation Committee”** shall mean the committee constituted by HBCH&RC, NEW CHANDIGARH for the evaluation of the bids.

**“Letter of Intent (LOI)”** shall mean the letter issued by the HBCH&RC, NEW CHANDIGARH to the Successful Bidder inviting him to sign the Contract Agreement.

**“Performance Guarantee”** shall mean the amount to be paid in form of Bank Guarantee by the Successful Bidder as per relevant clause mentioned elsewhere.

**“Site”** shall mean the place where the works under the Project are to be executed and the details of which are provided in this document.

**“Successful Bidder”** shall mean the Bidder declared technically and financially successful for the Project and with whom, the Contract Agreement shall be signed.

**“Similar Works”** shall mean the work(s) as defined in the eligibility criteria.

**“Scheduled banks”** mean “Scheduled commercial Banks” approved by Reserve Bank of India.

**“NIT”** means Notice Inviting - Tender. The word “Notice Inviting e-Tender” is synonymous with **“Notice Inviting Bid”**.

**“ITB”** means Instructions to Bidders.

## **Method of Application:**

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

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

If the applicant is a firm in partnership, the application shall be signed by all the partners of the firm above their full type written names and current addresses or alternatively by a partner holding power of

attorney for the firm. In the later case a certified copy of the power of attorney should accompany the application. In both cases a certified copy of the partnership deed and current address of all the partners of the firm should accompany the application.

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

#### **4.0 FINAL DECISION MAKING AUTHORITY:**

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

#### **5.0 PARTICULARS PROVISIONAL:**

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

#### **6.0 SITE VISIT:**

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

### **➤ INITIAL CRITERIA FOR ELIGIBILITY FOR PRE-QUALIFICATION**

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

During execution, agency should depute licensed electrical /MEP contractor for the works and should submit electrical/MEP test report after the works.

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

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

The applicant should have own Civil, Carpentry, Electrical equipments as per list required for the proper and timely execution of his work. Else, he should certify that he would be able to manage the equipment by hiring etc. and submit the list of firms from whom he proposes to hire.

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

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

Should not be under liquidation, court receivership or similar proceedings.

The bidders black listed by corporation/state government/Central Government /PSU in last 10 years are not eligible or this tender and the tender will be straight rejected.

## **8.0 EVALUATION CRITERIA – Refer PART C: Tender Requirement for Eligibility (PageNo.12)**

### **9.0 FINANCIAL INFORMATION:**

Applicant should furnish the following financial information:

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

### **EXPERIENCE IN COMPOSITE WORKS HIGHLIGHTING EXPERIENCE IN SIMILAR WORKS:**

Applicant should furnish the following:

- a) List of all works of similar class successfully completed during the last seven years [in Form “C”].
- b) List of the projects under execution of or awarded [in Form “D”].
- c) Information in [Form “D”] should be completed and no work should be left out.

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

### **11 ORGANIZATION INFORMATION:**

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

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

### **12 EQUIPMENT:**

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

### **13 LETTER OF TRANSMITTAL:**

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

### **14 AWARD CRITERIA:**

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

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

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

**SECTION - III - FORMATS**

**LETTER OF TRANSMITTAL**

Ref: **TMC/HBCH&RC/NC/ENG/2<sup>nd</sup> Floor-Store Building/2026-27/e-NIT/06 Dated 21/04/2026**

To  
The OIC, Engineering,  
HBCH&RC, New Chandigarh, Punjab

**Subject: Construction of 2nd Floor of Store Building at HBCH&RC, New Chandigarh, Punjab - 140901.**

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

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

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

Signature of Applicant[s]

Enclosures:

Seal of Applicant

Date of submission

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

**FORM "A"**

**Financial Information**

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

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

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

**Signature of Chartered Accountant with seal**

**Signature of Bidder[s]**

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

## FORM "B"

### FORM OF BANKERS' CERTIFICATE

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

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

[Signature] For the Bank

#### NOTE

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

\*\*\*Scanned image of Bank solvency certificate issued by nationalized / scheduled bank to be uploaded on eportal. Hardcopy of Original Bank solvency certificate shall be produced, if required.

**FORM-C**

**List of similar class of works completed during the last seven years**

Sr. No	Name of work/ Project & Location	Owner of sponsoring organization	Cost of Stipulated work in Commencement date of Corers as per contract completion	Date of work in completion	Actual Date of completion	Litigation / arbitration pending/ in progress with details	Name and address / Telephone/ Fax No.of Officer to whom reference May be Made	Remarks

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

**FORM - D**

**Projects under Execution or Awarded**

Sr. No.	Name of work / Project & Location	Owner of sponsoring organization	Cost of work in Crores	Date of commencement as per contract	Stipulated date of completion	Up to date percentage progress of work	Litigation/arbitration pending / in progress with details	Name and address / Telephone / Fax No. of officer to whom reference be made	Remarks

**Certified that the above list is complete & no work has been left out and the the information given is Correct to my knowledge & belief**

**Signature of Applicant[s]**

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

**FORM "E"**

**PERFORMANCE REPORT OF WORKS REFERRED TO IN FORM "C" & "D"**

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

Dated:

Note: Performance Certificate from Consultant will not be considered.

\*\*\* Scanned image of above mentioned form to be uploaded one-portal. Hard copy shall be produced, if required.

## FORM "F" STRUCTURE & ORGANIZATION

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

Signature of Applicant(s)

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

**FORM-G**

Details of Technical & Administrative Personnel to be employed for the work

Sr. No.	Designation	Total Number	Number available for this work	Name	Qualifications	Professional experience and details of work carried out	How these would be involved in this work	Remarks

Signature of Applicant(s)

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

## FORM-H

Details of Construction Plant and Equipment likely to be used in carrying out this work

Sr. No.	Name of the equipment	Nos.	Capacity type	of Age	Condition	Ownership Status			Current Location	Remarks
						Presently Owned	Lease d	To be purchased		
1	<b>Earth Moving Equipment</b> Excavators [Various Sizes]									
2	<b>Equipment for hoisting &amp; lifting</b> Tower Crane Builders Hoist									
3	<b>Equipment for concrete works</b> Concrete Batching Plant Concrete Pump Concrete Transit Mixer Concrete Mixer [Diesel] Concrete Mixer [Electrical] Needle Vibrator [Electrical] Needle Vibrator [Petrol] Table Vibrator [Electrical / Petrol]									
4	<b>Equipment for Building Works</b> Block making machine Bar bending machine Bar cutting machine Wood thickness planner Drilling machine Circular saw machine Welding generators Welding transformers Cube testing machines M.S. Pipes Steel shuttering Steel scaffolding Grinding / polishing machines									
5	<b>Equipment for Road Works</b> Road rollers Bitumen paver finishes Hot mix plant Earth rammers Vibratory road rollers									
6	<b>Equipment for Transportation</b> Tippers Trucks									
7	<b>Pneumatic Equipment</b> Air compressor [diesel]									
8	<b>Dewatering equipment</b> Pump (diesel) Pump (electric)									
9	<b>Power equipment</b> Diesel Generators									
10	<b>Any other plant / equipment</b>									

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

**FORM-“I”**

**CERTIFICATE OF DECLARATION CONFIRMING THE KNOWLEDGE OF SITE CONDITIONS**

We.....

Hereby declare and confirm that we have visited the project site under the subject

namely.....

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

**Tenderers Name and Address**

**(Signature of Tenderer)**

**Date: With Stamp**

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

**FORM-“J” Details of court cases pending against Tenderer**

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

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

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

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

**Have never been debarred/prohibited for execution of any work with any office/unit of HBCH&RC, NEW CHANDIGARH.**

**(Signature of Tenderer)**

**Date: With Stamp**

## **SPECIAL CONDITION OF CONTRACT**

1. "The work shall be executed in accordance with the latest **CPWD Specifications, GCC (General Condition of Contract)** or relevant **IS Codes**. The vendor shall ensure strict compliance with these standards throughout the execution of the project."
2. Prior to submitting a quote, the agency must visit HBCH & RC, New Chandigarh, to inspect the site in the presence of the Engineer-in-Charge. The agency shall confirm via email that they have completed this visit, fully understand the nature of the work, and agree to execute the project as per the terms and conditions specified in the tender document.
3. As the hospital is fully functional, all work must be executed during nights, holidays, and weekends (Saturdays and Sundays) to ensure zero disturbance to patients and medical staff.
4. Debris, etc shall be disposed off from the site every weekend. Accumulation of debris shall not be allowed in any case.
5. The work to be carried out as per instructions of Engineer-in-Charge.
6. Material delivery challans to be submitted along with all running and final bills.
7. Deployed workers must have company I-card and should follow all safety as per Labour Law shall be maintained by the contractor.
8. Necessary Scaffolding if required to be arranged by the vendor at no cost to HBCH & RC, New Chandigarh. Necessary lifting / shifting & transporting are in vendor scope. Any civil opening / foundation & finishing of the same is in vendor scope.
9. Any damaged to the HBCH & RC, New Chandigarh property while doing the work will be recovered from the bills of vendor.
10. Agency has to arrange all tools & tackles required to complete the work, ladders, power extension board, halogen lights, etc.
11. The Contractor shall make their own arrangements for electricity and water required for construction work within the HBCH & RC premises. If the Contractor utilizes HBCH & RC's electricity or water, charges will be levied based on actual consumption. The Contractor must install a sub-meter at their own cost. Additionally, all necessary cabling and piping from the source point provided by the Engineer-in-Charge shall be the Contractor's responsibility.
12. Material to be used of approved make ISI marked as per mentioned in Schedule of Rates/Volume-II OR as per instructions of Engineer-in-charge.
13. Space for storage of material during execution of work will be provided if available in HBCH & RC, New Chandigarh premises to Contractor. Contractor has to store material at their own risk and cost. HBCH & RC, New Chandigarh will not be responsible for any theft/ damage/fire.
14. One duplicate key of storing area is to be submitted to engineering department/Security HBCH & RC, New Chandigarh for accessing store area in any emergency situation.
15. During execution of work contractor has to take adequate care of ongoing patients care services. The work should be covered by tarpoline, erect temporary partition, clean the area daily.

16. For finalizing the rates of Extra/Substitute items contractor has to submit rate analysis with copy of original purchase bill of said item. Rate of substitute item will be finalized by calculating the difference of MRP of concern item.
17. No mobilization or secured advance will be paid to contractor.
18. Price escalation is not applicable for this contract, the quoted rates shall remain firm throughout the contract period.
19. "The vendor shall prepare and submit all necessary drawings for approval before the commencement of work. No execution shall take place without prior written approval of these drawings from the Engineer-in-Charge.". Upon completion, the Contractor shall submit six sets of "As-Built" drawings, along with product brochures, maintenance manuals, and all other relevant documentation.
20. The Contractor shall prepare and provide all necessary drawings, including Structural Designs, Electrical & ELV layouts, Public Health drawings, SLDs, GFCs, and 3D renderings. These must be submitted to the Engineer-in-Charge (EIC) office in both digital (AutoCAD) and color hardcopy formats.

**Note:** The Contractor must obtain prior written approval of all drawings from the EIC before commencing work. Additionally, all structural drawings must be vetted and certified by a recognized Regional Structural Consultant or an Institute of National Importance (e.g., IIT/NIT).

21. The Contractor shall depute a qualified Engineer or Supervisor to the site for the duration of the work, covering both day and night shifts as required. A list of the deputed staff must be submitted to the Engineer-in-Charge (EIC) for record. Furthermore, the Contractor's Engineer/Supervisor is required to sign the attendance register maintained at the EIC's office on every working day.
22. All vendors must disclose the name of their partners if any. Firm with common proprietor /partner or connected with one another either financially or as principal and agent or master and servant or with proprietor /partners closely related to each other such as husband,wife, father/mother, son/daughter and minor son/daughter and brother/sister and minor brother/sister shall not tender separately under different name for same contract. If so found all such bid(s) shall stand rejected and tender deposit of each firm /establishment shall be forfeited. The Tenderer must also disclose the details of their relatives if any working in Tata Memorial Centre.
23. Material samples shall be tested at regular intervals in a laboratory as directed by the Engineer-in-Charge (EIC). All associated testing costs shall be borne solely by the agency.
24. Should the Department require additional quality control tests, these shall be conducted at a Government-approved laboratory or through an authorized third-party agency. These tests will be performed at the Contractor's expense, and no extra payment shall be made in this regard.
25. The Contractor's working practices—including material procurement, storage, consumption procedures, testing protocols, construction methods, and documentation—are subject to review at any time. These practices must meet the entire satisfaction of the Engineer-in-Charge to ensure the highest standards of quality are maintained.

26. **Payment Terms:-**

**The payment shall be made on item rate basis after joint measurement.**

Following procedure will be followed for the billing

- a) "The Contractor shall submit computerized **Measurement Books (MB)** or measurement sheets along with the **abstract of quantities** for all completed works."

- b) "The Engineer-in-Charge (or their representative) and the Contractor's Engineer shall jointly verify all measurements, rate analyses, and delivery challans. Any necessary corrections to the measurement sheets and abstracts shall be made jointly, and the final documents must be signed by both parties to signify agreement."
- c) The corrected sheets & abstract will be returned to the contractor through the bill register. One photocopy will be retained by the concerned Engineer.
- d) The contractor should submit the bill with corrected measurement sheets & abstract.
- e) The concern engineer should check the bill with respect to the photocopies of corrected sheets & abstract (jointly signed) and forward the bill to EIC.
- f) After signature of EIC, the concern clerk should generate BR number and forward the bill to Accounts dept. for payment.
- g) At the end of day the dealing clerk should send e-mail to the contractor informing the BR numbers and date of forwarding the bills to Accounts dept.
- h) With reference to the BR number, the contractor should take further follow up with Accounts Dept. for payment. The Accounts dept. is expected to release the payment within 15 days from the date of BR.
- i) All the bills, measurement sheets, letter etc. must be submitted in Engineering dept., HBCH & RC and acknowledgement should be taken on their office copy.
- j) The tender is item rate tender, the payment shall be made on actual work done basis as per BOQ.
- k) **All the bills to be submitted in the Engineering Dept. , HBCH & RC, New Chandigarh and the same to be got acknowledged.**
- l) **The measurement sheets must be submitted within a week from the date of completion of job. The bill shall be submitted within a week from the date of joint measurement. The bills for miscellaneous works carried out during a month shall be submitted within 10 day of subsequent month, failure of which the bill will be finalized /recorded/settled by the Engineer-in-charge. No excused of whatsoever nature will be entertained. The decision of Engineer-in- charge will be final and binding.**
- m) Hindrance register shall be maintained at Site.
- n) Daily, Weekly & Monthly Report shall be provided to EIC.
- o) Vendor should ensure that they clean the site before winding up the work & also shift their tools / tackles, welding machine or any other material / equipment brought to the site for execution.
- p) The entire test applicable to this work as per IS code will be carried out via contractor in the presence of EIC from laboratory and report will be submitted to the office of EIC.
- q) All arrangement should be done by contractor for testing, no extra payable for this.

### 23. GENERAL:

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

### 24. SITE INVESTIGATIONS:

The Contractors are advised to visit the site of work with prior permission of the Chief

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

**25. SEQUENCE OF WORK:** The contractor shall execute the work as per the sequence given by the Engineer-in-Charge from time to time so that all other items of the work to be executed by other agencies are completed progressively along with the main work.

**26. CO-OPERATION WITH OTHER CONTRACTORS:** The contractor shall extend all facilities and give complete co-operation for the execution of various connected works, if required to be carried out simultaneously by other agencies, while his own work is in progress. The co-ordination will be effected in consultation with the Engineer• in-Charge of the work. Other contractors are also likely to be authorized by the Department to work in the same area during the construction stage of the work.

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

Department/Users, the civil contractor will again take over the installation/inventories of fittings and fixtures of electrical/air-conditioning/other agencies and will complete all his balance finishing works and hand over his works along with the installations of other agencies to the Department / Users.

The contractor shall afford all facilities:

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

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

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

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

**33. OPERATIONS AND STORAGE AREAS:** All operations of the contractor shall be confined to areas authorized by the Engineer-in-Charge and storage of materials shall be over the areas specially indicated by the Engineer-in-Charge. Materials like sand and metal of different sizes shall be stored in properly constructed bins with hard floor to avoid inter mixing as well as mixing with objectionable materials. The contractor shall be obliged to keep the premises in hygienic conditions by proper drainages of the area

provided with suitable approaches throughout the period of contract. He shall rectify all damages caused to the TMC property within the areas thus allotted. He shall be responsible to clear all rank, vegetation at site at his own cost.

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

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

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

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

**36. SPECIFICATIONS AND DRAWINGS :**

- a. The drawings furnished to the contractor for this work shall be interpreted by the use of given dimensions and nomenclature only and the drawings shall not be scaled. Drawings to a large scale shall have precedence over those to a smaller scale. Prior to the execution of the work , the contractor shall check all drawings, specifications and shall immediately report any error, discrepancy and / or omissions discovered therein to the Engineer-in-Charge and obtain appropriate orders on the same. Any adjustment made by the contractor without prior approval of the Engineer• in-Charge shall be at his own risk. Description of item in the schedule of quantities is brief and therefore, shall be read in conjunction with the relevant drawings and the specifications and the contractor's rate shall be deemed to be for such complete work unless otherwise specified by the contractor while tendering.
- b. In case any difference or discrepancy between the description in the schedule of quantities and the specifications, the schedule of quantities shall take precedence.

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

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

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

**38. TENDER RATES :**

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

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

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

Any cement slurry added over base surface (or) for continuation of concreting, for better bond, is added to have been inbuilt in the item (unless otherwise explicitly stated) and nothing extra shall be payable and no extra cement considered in consumption on this account.

Rate for all items, in which use of cement is involved, shall include charges for curing.

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

**39. CLAIMS AGAINST THE CONTRACTOR :**

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

**40. MODE OF MEASUREMENTS :**

Measurements for all roller blinds shall be top up blinds to end of blinds (vertical/drop) and clear width of blinds that shall be measured in sq meter (height x width) only clear measurements.

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

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

**41. GOVERNMENT LABOUR ACT:** The contractor has to follow strictly the Government labour Acts, which are and will be in force during the period of execution of work. All necessary arrangement for labourer's safety, insurance will have to be made by the contractor as per Municipal rules / contractor's labour regulations / Other Central or Local statutory body. The contractor shall adequately insure his labourers & the work. The contractor should take workmen compensation policy, contractor's all risk insurance(contract value plus contractor's tools & plants), third party insurance policies (five Lacs per person for any one accident and twenty five Lacs in respect of damage to property for any one accident)at his own cost and keep TMC indemnify all claims on account of his operations on site. All the insurance polices shall be from the first class Insurance Co. If the contractor fail to keep those insurance polices in force, TMC pay such premium/s from the dues of contractor and / or recover the cost from contractor.

**42. URGENT-REPAIRS :** If by reason of any accident or failure or other event occurring to or in connection with the work or any part thereof either during the period of maintenance, any remedial or other work or repair shall in the opinion of the Engineer-in-Charge be urgently necessary for security and the contractor is unable or unwilling, at once, to do such work or repair, the Engineer-in-Charge may be his own or other workmen do such work or repair, as he may consider necessary. If the work or repair so done which in the opinion of the Engineer-in-Charge, the contractor was liable to do at his own expenses under the contract and all cost and charges properly incurred by the Engineer-in- Charge in so doing shall on demand be paid by the contractor or may be deducted from any sum due or which may become due to the contractor provided always that the Engineer-in-Charge shall soon after the occurrence of any such emergency as may be reasonable, practicable, notify the contractor thereof in writing.

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

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

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

The area where the proposed work is to be carried is residential/ non-residential area under the control of Security authorities of Department, entry to the site of work shall be through the main gate only. The contractors shall follow strictly the security regulations of the Department at site of work regarding entry of personnel, materials etc. and other regulations that might be enforced from time to time at the work site and also in the campus for smooth and efficient operation. The contractor, his agents,

representatives, workmen etc. and his materials, carts, trucks or other means of transport etc. will be allowed to enter through and leave from such point of entry/exit at such times, the authorities in charge of the area, at their sole discretion, may permit.

The contractor, his agents and representatives are required to be in possession of the individual identity / muster cards or passes. The muster cards or passes are examined by the security staff at the time entry / exit inside the departmental area and also at any time or number of times within such area.

The contractor will have to apply for entry/muster permits of likely number of labour to be engaged during the week for the workers and authorise their representatives to collect the entry permits for labour from the Departmental Security Authorities.

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

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

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

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

**44. CONFIDENTIAL INFORMATION :** The drawings, specifications, proto-type, samples and such other information furnished to the contractor relating to the supply / work, sub-systems / equipment etc. are to be treated as confidential which shall be held by the contractor in confidence and shall not be divulged to any third party without the prior written consent of the Department. The contractor, therefore, binds himself, his successors, heirs, executors, administrators, employees and the permitted assignees or such other persons or agents directly or indirectly concerned with the work / supply to the confidential nature of the drawings, specifications, proto-type samples etc. It is a further condition of the contract that the contractor shall not, without prior written permission from the Department, transmit, transfer, exchange, and gift or communicate any such confidential information, and also the component, sub assembly, products, by-products etc. pursuant to the fabrication under taken by the contractor, to any third party.

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

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

**45. Housekeeping at Site :**

Daily & weekly cleaning schedule shall be strictly followed. Every weekend, the building, surroundings & the site as a whole shall be thoroughly clean. Dedicated adequate labour force shall be deployed to meet

the cleaning schedule. **Debris, etc shall be disposed off from the site every weekend. Accumulation of debris shall not be allowed in any case.**

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

In this case the employer shall not be liable to give clarification / justification regarding amount of work, tools/plants/machine employed, reasonability of rates, etc for the expenses incurred in disposing off the debris, etc. Minimum cost for disposing of one load of truck (no quantity specific in a load) of debris, etc – including all tools & plants, labour, machinery, vehicle, etc is ₹ 40,000/-. In such a situation the EIC is not liable to inform the contractor in advance. Inform the contractor in advance about its intension to initiate its action about making its own arrangement to dispose off the debris.

#### **46. Cost of Laboratory & Field Test:**

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

### **CONDITIONS OF CONTRACT**

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 Director, TMC 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 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 temporally 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 Director, TMC and his successors.
  - (v) Government or Government of India shall mean the Director, TMC.

- (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 Director, TMC 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 up to 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.

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.

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.

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.

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.

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 annexure 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.

### **SAFETY CODE**

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

6) **Excavation and trenching** :All trenches, 1.2 m or more in depth, shall at all times be Supplied with at least one ladder for each 30m in length or fraction thereof, Ladder shall extend from bottom of the trench to at least 90 cm above the surface of the ground. The side of the trenches which are 1.5 m or more in the depth shall be stepped back to give suitable slope or securely held by timber bracing, so as to avoid the danger of sides collapsing. The excavated materials shall not be placed within 1.5 m of the edges of the trench or half of the depth of the trench whichever is more. Cutting shall be done from top to bottom. Under no circumstances undermining or under cutting shall be done.

7) **Demolition** :Before any demolition work is commenced and also during the progress of the work:-

i) All roads and open areas adjacent to the work site shall either be closed or suitably protected.

ii) No electric cable or apparatus which is liable to be a source of danger or a cable or apparatus used by the operator shall remain electrically charged.

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

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

i) Workers employed 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 welders protective eye shields.

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

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

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

a) Entry for workers into the line shall not be allowed except under supervision of the EIC or his representative.

b) At least 5 to 6 manholes upstream and downstream should be kept open for at least 2 to 3 hours before any man is allowed to enter into the manhole for working inside.

c) Before entry, presence of Toxic gases should be tested by inserting wet lead acetate paper which changes colour in the presence of such gases and gives indication of their presence

d) Presence of Oxygen should be verified by lowering a detector lamp into the manhole. In case, no Oxygen is found inside the sewer line, workers should be sent only with Oxygen kit.

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

- i) White lead, sulphate of lead, or product containing these pigment, shall not be used in painting operation, except in the form of paste or of paint ready for use.
- ii) Measures shall be taken, wherever required in order to prevent danger arising from the application of a paint in the form of spray. iii) Measures shall be taken, wherever practicable, to prevent danger arising out of from dust caused by dry rubbing down and scrapping.
- iv) Adequate facilities shall be provided to enable working painters to wash during and on cessation of work .
- v) Overalls shall be worn by working painters during the whole of the working period.
- vi) Suitable arrangements shall be made to prevent clothing put off during working hours, being soiled by painting materials.
- vii) Cases of lead poisoning and suspected lead poisoning shall be notified and shall be subsequently verified by a medical man appointed by the competent authority of the Department.
- viii) The Tata Memorial Centre may require, when necessary, medical examination of workers.
- xi) Instruction with regard to special hygienic precautions to be taken in the painting trade shall be distributed to working painters.

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

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

- a) These shall be of good mechanical construction, sound material and adequate strength and free from patent defects and shall be kept repaired and in good working order.
- b) Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength, and free from patent defects.
  - i) Every crane driver or hoisting appliance operator shall be properly qualified and no person under the age of 21 years should be in charge of any hoisting machine including any scaffolding winch or give signals to operator.
  - ii) In case of every hoisting machine and of every chain ring hook, shackle swivel and pulley block used in hoisting or as means of suspension the safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with the safe working load. In case of a hoisting machine having a variable safe working load, each safe working load and the conditions under which it is applicable shall be clearly indicated. No part of any machine or any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.
  - iii) In case of departmental machines, the safe working load shall be noticed by the Electrical Engineer in Charge. As regards contractors machines the contractors shall notify the safe working load of the machine to the Engineer-in-Charge whenever he brings any machinery to site of work and get it verified by the Electrical Engineer concerned.

12) Motors, gearing, transmission, electrical wiring and other dangerous parts of hoisting appliances should be provided with efficient safe-guards. Hoisting appliances should be provided with such means as will reduce to the minimum the risk of accidental descent of the load. Adequate precautions should be taken to reduce to the minimum the risk of any part of a suspended load becoming accidentally displaced. When workers are employed on electrical installations which

are already energized, insulating mats, wearing apparel, such as gloves, sleeves and boots as may be necessary should be provided. The workers should not wear any rings, watches and carry keys or other materials which are the good conductors of electricity.

- 13) All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use. 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 (i) to (xiv) there is nothing in these to exempt the contractor from the operations of any other Act or Rule in force in the Republic of India.

### **SAFETY WITH SCAFFOLDING INTRODUCTON:**

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

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

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

#### **1 General Requirements:**

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

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

#### **2 Materials of Construction :**

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

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

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

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

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

**3. Platforms, Railings and Tee-Boards :**

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

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

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

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

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

**4. Means of Access :**

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

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

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

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

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

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

**5. Overhead Protection:**

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

**6. Use of Scaffolds :**

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

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

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

**7. Inspection :**

As scaffolds have to remain in position normally for many weeks, they must be inspected at least once a week to make sure that nothing has gone wrong since erection. In addition, they must always be inspected after a spell of bad weather which might have affected their stability. The inspections must be carried out by someone who knows the faults to look for and how they may be put right. It is important to know that the work of inspection has been completed and what faults have been found, the results of each inspection must, therefore be recorded. Any scaffold damaged or weakened from any cause should be immediately repaired and persons should not be allowed to use it until repairs have been completed.

**8. Dismantling:**

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

**9. Precautions against particular Hazards :**

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

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

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

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

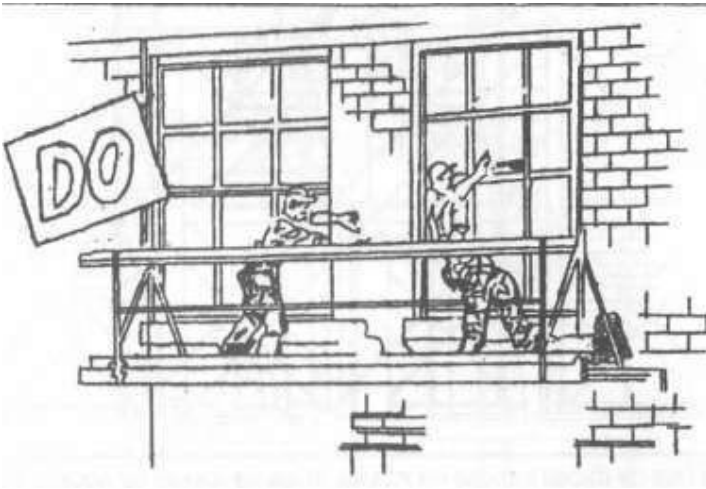
Scaffolds on thoroughfare should be provided with light.

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

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

**GUARD RAILS \***

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



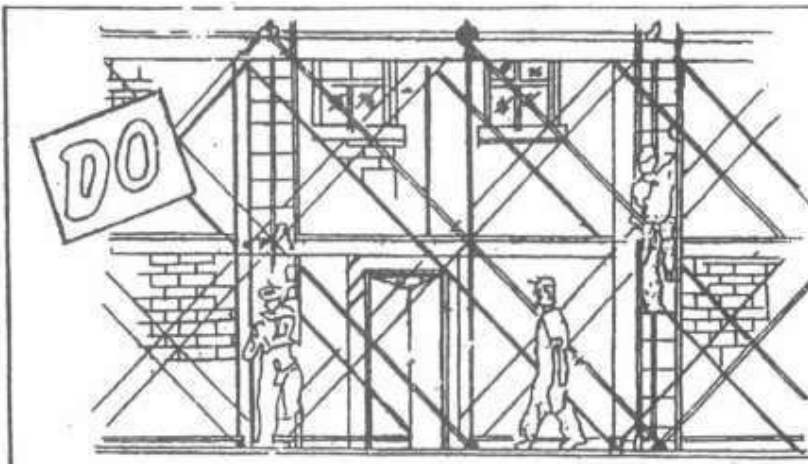
**PERSONS SHOULD NOT BE ALLOWED TO WORK ON SCAFFOLDS WHERE THE EDGES ARE UNGUARDED. A SLIGHT SLIP WILL RESULT IN SERIOUS INJURY OR EVEN DEATH.**



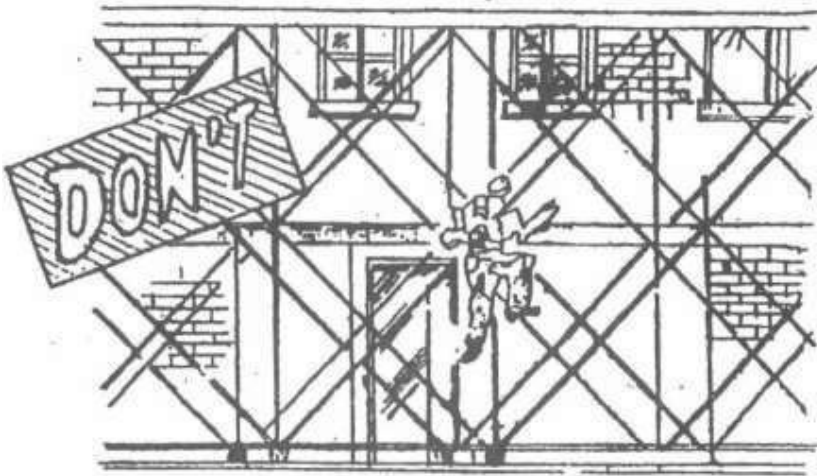
**FIGURE - 1**

**FROM INDUSTRIAL SAFETY CHARTS - US DEPT. OF LABOUR  
\* ACCESS \***

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

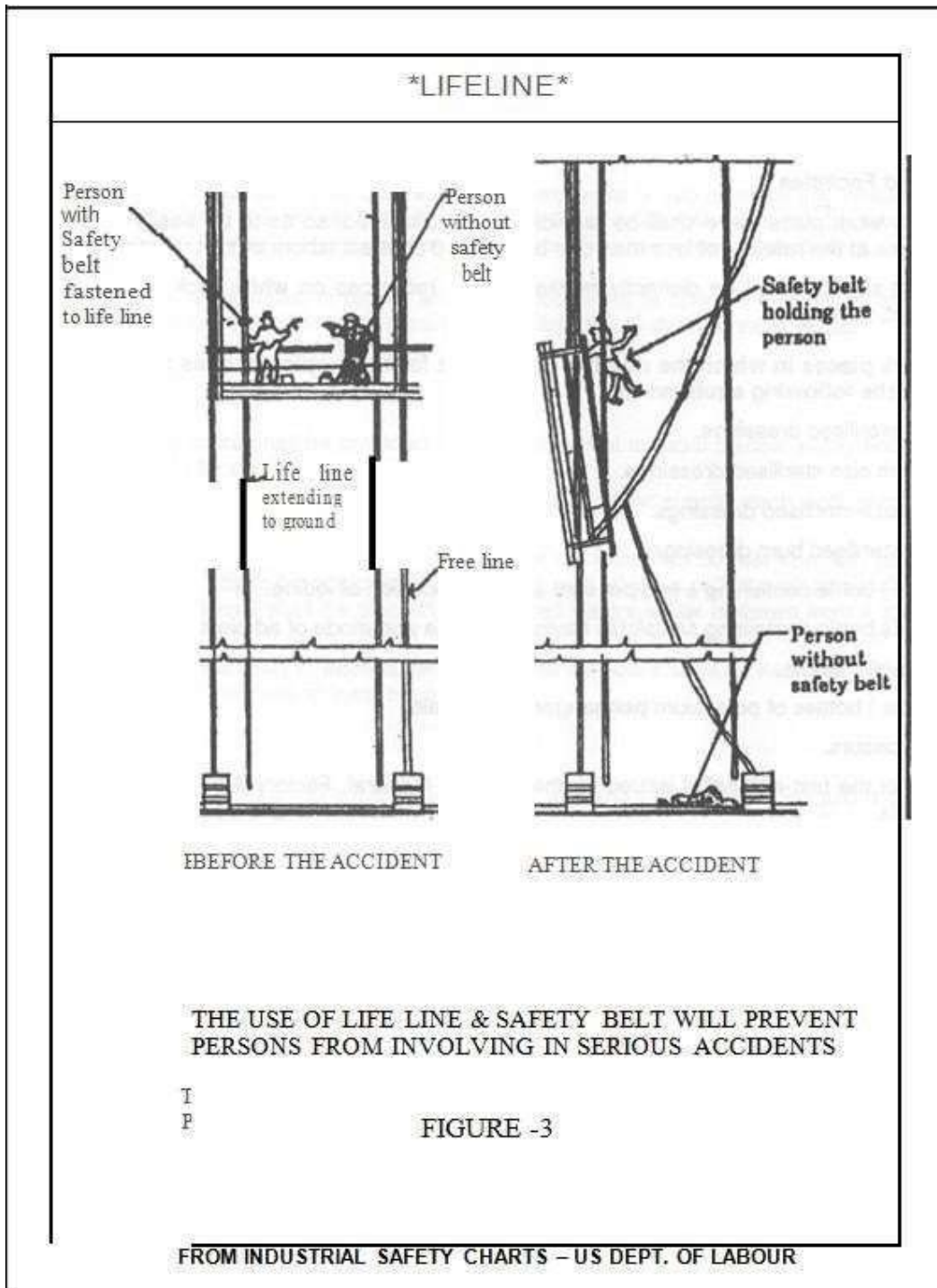


**THE USE OF CROSS BRACES OR FRAME WORK AS MEANS OF ACCESS TO THE WORKING SURFACE SHOULD NOT BE PERMITTED.**



**FIGURE - 2**

**FROM INDUSTRIAL SAFETY CHARTS - US DEPT. OF LABOUR  
\* LIFE LINE \***



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

1. **Application:** These rules shall apply to all buildings and construction works in charge of Department in which twenty or more workers are ordinarily employed or are proposed to be employed in any day during the period during which the contract work is in progress.

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

3. **First-Aid Facilities :**

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

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

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

(i) 6 small sterilised dressings.

(ii) 3 medium size sterilised dressings.

(iii) 3 large size sterilised dressings.

(iv) 3 large sterilised burn dressings.

(v) 1 (30 ml.) bottle containing a two per cent alcoholic solution of iodine.

(vi) 1 (30 ml.) bottle containing salvolatile having the dose and mode of administration indicated on the label.

(vii) 1 snake-bite lancet.

(viii) 1 (30 gms.) bottles of potassium permanganate crystals.

(ix) 1 pair scissors.

(x) 1 copy of the first-aid leaflet issued by the Director General, Factory Advice Service and Labour Institutes, Government of India.

(xi) 1 bottle containing 100 tablets (each of 5 gms.) of aspirin.

(xii) Ointment for burns.

(xiii) A bottle of suitable surgical antiseptic solution.

b) **For work places In which the number of contract labour exceeds 50. Each first-aid box shall contain the following equipments:**

(i) 12 small sterilised dressings.

(ii) 6 medium size sterilised dressings.

(iii) 6 large size sterilised dressings.

(iv) 6 large size sterilised burn dressings.

(v) 6 (15 gms.) packets sterilised cotton wool.

(vi) 1 (60 ml.) bottle containing a two per cent alcoholic solution of iodine.

(vii) 1 (60 ml.) bottle containing salvolatile having the dose and mode of administration indicated on the label.

(viii) 1 roll of adhesive plaster.

(ix) 1 snake-bite lancet.

(x) 1 (30 gms.) bottle of potassium permanganate crystals.

(xi) 1 pair scissors .

(xii) 1 copy of the First-Aid leaflet issued by the Director General, Factory Advice Service and Labour Institute, Government of India.

- (xiii) A bottle containing 100 tablets (each of 5 gms.) of aspirin.
- (xiv) Ointment for burns.
- (xv) A bottle of suitable surgical antiseptic solution.
- (3) Adequate arrangements shall be made for immediate recoupment of the equipment when necessary.
- (4) Nothing except the prescribed contents shall be kept in the first aid box.
- (5) 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.
- (6) A person in charge of the First-Aid box shall be a person trained in First-Aid treatment, in work places where the number of contract labour employed is 150 or more.
- (7) 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.
- (8) Where work places are situated in places which are not towns or cities, a suitable motor transport shall be kept readily available to carry injured person or persons suddenly taken ill to the nearest hospital.

**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 water proof.
- (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 females 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 25males or females, as the case may be, up to the first 100, and one for every 50 thereafter .

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

- (iii) **Construction of latrines:** The inside walls shall be constructed of masonry or some suitable heat resisting. Non-absorbent materials and shall be cement washed inside and outside at least once a year. Latrines shall not be of a standard lower than bore-hole system.
  - (iv) a) Where workers of both sexes are employed, there shall be displayed outside each block of latrine and urinal, a notice in the language understood by the majority of the workers "For Men only" or "For Women only" as the case may be. b) The notice shall also bear the figure of a man or of a woman, as the case may be.
  - (v) There shall be at least one urinal for male workers up to 50 and one for female workers up to 50 employed at a time. Provided that where the number of male or female workmen, as the case may be, exceeds 500, it shall be sufficient if there is one urinal for every 50 males or females up to the first 500 and one for every 100 or part thereof, 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 sewerage system shall comply with the requirements of the Public Health Authorities.
  - (vii) Water shall be provided by means of a 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 off 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 into 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 work 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 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. per head.
8. **Creches:**
- (i) At every work place at which 20 or more women workers 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 bed-room. The rooms shall be constructed with specification as per Clause- 19-H (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 rooms and sufficient number of cots and beddings in the bed room.
  - iv) The contractor shall provide one Ayaa / Dai to look after the children in the creche when the number of women workers does not exceed 50 and two Dais when the number of women workers exceeds 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 wherein 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, store room, 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 material 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 arrangement shall be made for the collection and disposal of garbage.
- (ix) The dining hall shall accommodate at a time 30 per cent of the contractor labour working at a time.
- (x) The floor area of the dining hall, excluding the area occupied by the service counter and any furniture except tables and chairs shall not be less than one square meter per diner to be accommodated as prescribed in sub-rule (ix).
- (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, chairs or benches shall be available for the number of diners to be accommodated as prescribed in sub-rule (ix).
- (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.

(a) (2) The furniture, utensils and other equipments 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.

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

(b) (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 food stuffs and other articles served in the canteen, the following items shall not be taken into consideration as expenditure, namely:-
  - (a) The rent of land and buildings;
  - (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 and 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 antimalarial 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. Amendments: T M C may, from time to time, add to or amend these rules and issue directions it may consider necessary for the purpose of removing any difficulty which may arise in the administration thereof .

## **CONTRACTOR'S LABOUR REGULATIONS**

### **1. Short Title :**

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

### **2. Definitions :**

- i) "**Workmen**" means any person employed by the Director Tata Memorial Centre or its Contractor directly or indirectly through a sub-contractor, with or without the knowledge of the TMC to do any skilled, semi-skilled or unskilled manual, supervisory, technical or clerical work for hire or reward, whether the terms of employment are expressed or implied but does not include any person-
  - a) Who is employed mainly in a managerial or administrative capacity; or
  - b) Who, being employed in a supervisory capacity draws wages exceeding five hundred rupees per mensem or exercise either by the nature of the duties attached to the office or by reason of powers vested in him, functions mainly of managerial nature; or
  - c) Who is an out worker, that is to say, a person to whom any article or materials are given out by or on behalf of the principal employer to be made up, cleaned, washed, altered, ornamental finished, repaired, adopted or otherwise processed for sale for the purposes of the trade or business of the principal employer and the process is to be carried out either in the home of the out worker or in some other premises, not being premises under the Control and management of the principal employer.

- ii) **"Fair Wages"** means wages whether for time or piece work fixed and notified under the provisions of the Minimum Wages Act from time to time.
- iii) **"Contractors"** shall include every person who undertakes to produce a given result other than a mere supply of goods or articles of manufacture through contract labour or who supplies contract labour for any work and includes a subcontractor.
- iv) **"Wages"** shall have the same meaning as defined in the payment of wages act.

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

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

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 over time rate.

#### 4. **Display of Notice regarding wages etc. :**

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

#### 5. **Payment of Wages;**

(i) The contractor shall fix wage periods in respect of which wages shall be payable.

(ii) No wage period shall exceed one month.

(iii) The wages of every person employed as contract labour in an establishment or by a contractor where less than one thousand, such persons are employed shall be paid before the expiry of the seventh day and in other cases before the expiry of tenth day after the last day of the wage period in respect of which the wages are payable.

- (iv) Where the employment of any worker is terminated by or on behalf of the contractor, the wages earned by him shall be paid before the expiry of the second working day from the date on which his employment is terminated.
- (v) All payments of wages shall be made on a working day at the work premises and during the working time and on a date notified in advance and in case the work is completed before the expiry of the wage period, final payment shall be made within 48 hours of the last working day.
- (vi) Wages due to every worker shall be paid to him direct or to other person authorised by him in this behalf.
- (vii) All wages shall be paid in current coin or currency or in both.
- (viii) Wages shall be paid without any deductions of any kind except those specified by the Central Government by general or special order in this behalf or permissible under the payment of Wages Act, 1956.
- (ix) A notice showing the wages period and the place and time of disbursement of wages shall be displayed at the place of work and a copy sent by the contractor to the Engineer-in-Charge under acknowledgement.
- (x) It shall be the duty of the contractor to ensure the disbursement of wages in the presence of the Engineer-in Charge or any other authorised representative of the Engineer-in Charge who will be required to be present at the place and time of disbursement of wages by the contractor to workmen
- (xi) The contractor shall obtain from the Engineer -in-Charge or any other authorised representative of the Engineer-in-Charge as the case may be, a certificate under his signature at the end of the entries in the "Register of wages" or the "Wage-cum-Muster Roll" as the case may be in the following form:  
 "Certified that the amount shown in column No ..... has been paid to the workman concerned in my presence on..... at....."

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

- (i) The wages of a worker shall be paid to him without any deductions of any kind except the following :
  - a) Fines
  - b) Deductions for absence from duty i.e. from the place or the places where by the terms of his employment he is required to work. The amount of deduction shall be in proportion to the period for which he was absent.
  - c) Deduction for damage to or loss of goods expressly entrusted to the employed person for custody, or for loss of money or any other deduction which he is required to account, where such damage or loss is directly attributable to his neglect or default.
  - d) Deduction for recovery of advances or for adjustment of over-payment of wages; advances granted shall be entered in a register.
  - e) Any other deduction which the Central Government may from time to time allow.
- (ii) No fines should be imposed on any worker save in respect of such acts and omissions on his part as have been approved of by the Chief 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.

## **7. Labour Records:**

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

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

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

- (viii) **Register of Overtime:** The contractor shall maintain a "Register of Overtime" in form XXIII of the CL (R&A) Rules, 1971 (**Appendix-XIV**) .

**8. Attendance Card-cum-Wage slip:**

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

**9. Employment Card:**

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

**10. Service Certificate:**

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

**11. Preservation of Labour Records:**

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

**12. Power of Labour Officers to make Investigations or enquiry:**

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

**13. Report of Labour Officer:**

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

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

**14. 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 Chief Engineer concerned within 30 days from the date of decision, forwarding simultaneously a copy of his appeal to the Engineer-in Charge concerned but subject to such appeal, the decision of the Officer shall be final and binding upon the contractor.

**15. Prohibition regarding representation through lawyers:**

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

**16. Inspection of Books and slips:**

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

**17. Submission of Returns:**

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

**18. Amendments :**

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

**APPENDIX-I**

**REGISTER OF MATERNITY BENEFITS**

(Clause 19 F of the conditions of contract)

Name and address of the contractor(s):

Name and location of the work:

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

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

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

## APPENDIX-II

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

Name and location of the work:

Name and address of the contractor(s):

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

### APPENDIX-III

#### LABOUR BOARD

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

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





## **APPENDIX- X**

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

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

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

**FORM OF BANK GUARANTEE BOND for E.M.D**

In consideration of the Director , Tata Memorial Centre (hereinafter called “The TMC ”) having agreed under the “Notice Inviting Tender and tender documents” (hereinafter called “the said tender documents”), between Tata Memorial Centre and M/s.....

..... (Hereinafter called “the said Consultant(s)”), for the tendered work ..... (Hereinafter called “the said work”) having agreed to production of a irrevocable Bank Guarantee for ₹.

.....  
(Rupees ..... only), as a Earnest Money / guarantee from the Consultant (s) for compliance of his obligations in accordance with the said tender documents.

1. We .....(Indicate the name of the Bank) (hereinafter referred to as “the Bank”) hereby undertake to pay to the TMC an amount not exceeding Rs ..... ( Rs ..... only) on demand by the TMC.

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

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

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

4. We, .....(indicate the name of Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the due fulfilment of the said tender documents and that it shall continue to be enforceable till all the dues of the TMC under or by virtue of the said tender documents have been fully paid and its claims satisfied or discharged or till Chief Engineer on behalf of the TMC certifies that the terms and conditions of the said tender documents have been fully and properly carried out by the said Consultant (s) and accordingly discharges this guarantee.

5. We ..... (indicate the name of Bank) further agree with the TMC that the TMC shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said tender documents or to extend time of tender validity by the said Consultant (s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the TMC against the said Consultant (s) and to forbear or enforce any of the terms and conditions relating to the said tender documents and we shall not be relieved from our liability by reason of any such extension given by the said Consultant(s) or for any forbearance, act of omission on the part of the TMC or any indulgence by the TMC to the said Consultant(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
  
6. This guarantee shall not be discharged due to the change in the constitution of the Bank or the Contractor(s).
  
7. We, ..... (indicate the name of Bank) lastly undertake not to revoke this guarantee except with the previous consent of the TMC in writing.
  
8. This guarantee shall be valid up to ....., unless extended on demand. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs.....(Rupees..... only) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee, all our liabilities under this guarantee shall stand discharged.

Signed and sealed

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

\* \* \*

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

1. In consideration of the Director, Tata Memorial Centre having agreed under the terms and conditions of Letter of Intent / Agreement No.

..... dated ..... made between..... and .....(hereinafter called " the said Contractor{s}") for the work..... (hereinafter called " the said Letter of Intent /Agreement') having agreed to production of a Irrevocable bank Guarantee for Rs..... (Rupees ..... only), as a security / guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement,

we..... (Indicate the name of the Bank) (hereinafter referred to as "the Bank") hereby undertake to pay to the TMC an amount not exceeding Rs. ....(Rs. ....only) on demand by the TMC

2. We ..... (Indicate the name of Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the TMC stating that the amount claimed is required to meet the recoveries due or likely to be due from the said Contractor(s). Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....(Rupees. .... only).
3. We, the said bank, further undertake to pay to the TMC any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal.  
  
The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor(s) shall have no claim against us for making such payment.
4. We ..... (Indicate the name of Bank) further agree that the guarantee here in contained shall remain In full force and effect during the period that would be taken for the performance of the said Agreement and that It shall continue to be enforceable till all the dues of the TMC under or by virtue of the said Agreement have been fully paid and Its claims satisfied or discharged or till Engineer-In-charge on behalf of the TMC certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.
5. We..... (Indicate the name of Bank) further agree with the Director, TMC that the TMC shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Director, TMC against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act of omission on the  
  
part of the TMC or any indulgence by the TMC to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. This guarantee will not be discharged due to the change In the constitution of the Bank or the contractors.
7. We, ..... (Indicate the name of Bank) lastly undertake not to revoke this guarantee except with the previous consent of the TMC In writing.
8. This guarantee shall be valid up to ....., unless extended on, demand. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to

Rs.....Rupees..... only) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee, all our / liabilities under this guarantee shall stand discharged.

Signed and sealed

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

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

## GUARANTEE BOND FOR WATERPROOFING WORKS

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

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

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

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

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

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

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

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

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

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

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

1.

2.

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

1.

2.

**GUARANTEE BOND FOR ANTI-TERMITE TREATMENT**

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

This agreement made this ..... day of Two thousand (.....) and between M/s.....(hereinafter called "the Guarantor" of the one part) and the Tata Memorial Centre (hereinafter called Director TMC of the other part.) Whereas this agreement is supplementary to a contract (hereinafter called "the Contract") dated ----- made between the Guarantor of the one part and the Director TMC of the other part whereby the Contractor inter-alia undertook to render the buildings and structure completely termite proof.

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

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

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

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

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

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

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

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

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

1. 2.

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

**PROFORMA OF SCHEDULES**

SCHEDULE "A" :			
SN	TITLE	PARTICULARS	Page No.
1	Tender Notice No.	TMC/HBCH&RC/NC/ENG/2 <sup>nd</sup> Building/2026-27/e-NIT/06, 21/04/2026.	Floor-Store Dated
2	Notice Inviting Tender (NIT) details	i)NIT as uploaded on Website	
3	Scope and location of the work:	Section I	
4	Time Schedule for the work:	Section I	
5	List of drawings	As per Tender	
6	List of changes in conditions of contract	NA	
7	List of changes in specifications	As shown below	
	a. Civil work	As per Tender	
	b. PH works	As per Tender	
	c. Electrical works	As per Tender	
	d. Mechanical	NA	
8	<b>Schedule of Quantities</b>	<b>Please refer Financial Bid</b>	

SCHEDULE "B":		Not Applicable		
Schedule of materials to be issued to the contractor				
S. No	Description of item	Quantity	Rates at which the Materials will be charged to the contractor	Place of issue
1	2	3	4	5
1.	Cementing bags	Nil	NA	NA
2.	Re-Bars for RCC	Nil	NA	NA
3.	Water for construction.	Nil	As per SCC page no. 33, sr. no. 11	NA
4.	Electricity for const. purpose	Nil	As per SCC page no. 33, sr. no. 11	NA

SCHEDULE "C":		Land earmarked for temp. infrastructures and Tools & plants to be hired to the contractor		
S.No	Description	Hire charges	Place of issue	
1	2	3	4	
1.	Area for storage / site office	Rs.1/per month	Site premises	
2.	Temporary Buildings	Not applicable		
3.	Labour hutments	Not applicable		

**SCHEDULE "D"**

Extra schedule for specific requirements / documents for the work, if any <b>Particularly for Security guidelines, Gate pass, lift, tower</b>	<b>Please refer SCC</b>
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**SCHEDULE "E":**

<b>Name of Work-Construction of 2nd Floor of Store Building at HBCH&amp;RC, New Chandigarh, Punjab - 140901.</b>		<b>As per NIT</b>
Estimated cost of work:	₹58,01,158/-Excluding of GST	<b>As per NIT</b>
i) Earnest money	₹13,69,07/-	<b>As per NIT</b>
ii) Performance Guarantee	5% of tendered value	<b>As per NIT</b>
iii) Security Deposit	2.5% of tendered value	<b>As per NIT</b>

**SCHEDULE "F":****General Rules & Directions:**

Tender inviting authority:	<b>Director, HBCH&amp;RC, NEW CHANDIGARH</b>
Maximum percentage for quantity of Items of work to be executed beyond which rates are to be determined in accordance with Clauses 12.2 & 12.3.	As per clause 12.2 below

**Definitions:**

2(v)	Engineer-in-charge	<b>As nominated by OIC, Engineering HBCH&amp;RC, NEW CHANDIGARH</b>
2(viii)	Accepting Authority	<b>Director, HBCH&amp;RC, NEW CHANDIGARH</b>
2(x)	Percentage on cost of materials and labour to cover all over heads & profits	<b>15% (Fifteen percent)</b>
2(xii)	Department	<b>Engineering Department, HBCH&amp;RC, NEW CHANDIGARH</b>
9(ii)	Standard Contract Form of Dept.	<b>Percentage Rate Tender</b>

**Clause-1**

i) Time allowed for submission of Performance Guarantee from the date of issue of letter of acceptance / LOI	<b>10 days</b>
ii) Maximum allowable extension beyond the period (provided in - i) above with late fee @ 0.1% per day, of performance guarantee amount.	<b>7 days</b>

<b>Clause-2</b>	Authority for fixing compensation under clause 2.	<b>OIC, Engineering HBCH&amp;RC, NEW CHANDIGARH</b>
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<b>Clause-5</b>	Number of days from the date of issue of LOI for reckoning date of start of work.	<b>10 days</b>
Milestone(s) as per table given below:		
<b>TABLE OF MILESTONE(S)</b>		

Sl. No	Description of Milestone (Physical)	Period from date of start of work	Amount to be withheld in case of non-achievement of milestone
	As submitted and approved by the EIC		

<b>Clause applicable- (6 or 6A):</b>	Clause 6 for Manual Billing or Clause 6A for Computerized	<b>6A</b>
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<b>Clause-7:</b>	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.	<b>16 Lakh except first and final bill.</b>
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<b>Clause-10A:</b>	List of testing equipment's to be provided by the contractor at site
As per the site requirement & instruction of Engineer-In-Charge.	

<b>Clause-10B(ii):</b>	<b>(Mobilization Advance)</b>
Whether Clause 10 B (ii) shall be applicable <b>(If yes, Not applicable Clause of Tender Condition to be followed along with following terms &amp; conditions)</b>	<b>Not applicable</b>

<b>Clause-10C:</b>	<b>Not Applicable</b>
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<b>Clause-10CA:</b>	<b>NOTAPPLICABLE</b>
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S. No	Materials Covered under this Clause	Nearest Materials for which All India Wholesale Price Index is to be	Basic Rate
1	<b>Cement</b>	<b>Grey Cement</b>	<b>NA</b>
2	<b>Steel reinforcement bars</b>	<b>Steel (Rebars)</b>	<b>NA</b>
3	<b>Structural steel</b>		<b>NA</b>

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

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

<b>Clause-11:</b>	
S Specifications to be followed for execution of this work	<b>1) CPWD Specifications for works or relevant IS Code 2) Manufacturer's specification if applicable for specialized items. (OR as directed by EIC)</b>

<b>Clause-12:</b>		
12.2 & 12.3	Deviation Limit beyond which clauses 12.2 & 12.3 shall apply for <b>Building works</b>	<b>30%</b>
12.5	Deviation Limit beyond which clauses 12.2 & 12.3 shall apply for <b>foundation work</b>	<b>100%</b>
12.5	<b>Deviation Limit beyond which clauses 12.2 &amp; 12.3 shall apply for maintenance work</b>	<b>50%</b>

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

<b>Clause -36</b>		<b>Requirement of Technical Representative(s) and Recovery Rates</b>			
<b>SI No</b>	<b>Requirement of Technical Staff</b>			<b>Minimum experience In year</b>	<b>Recovery Rates</b>
		<b>Qualification</b>	<b>Number</b>		
<b>1</b>	<b>Jr. Engineer (Civil)</b>	<b>Diploma Engineer</b>	<b>1</b>	<b>03</b>	<b>Rs.20,000/-Per Month</b>

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

**Note:** i) The Project Manager and Dy. Project Manager should have experience of at least one Similar nature of work. Assistant Engineers / Scientific Officer- "C" & above, retired from Govt. services that are holding Diploma, will be rated at par with Graduate Engineers. ii) The contractor to deploy adequate Nos. of technicians, foreman, supervisors, safety officer, Labour welfare officer, store keeper & office staff till completion of works. iii) The contractor to Submit deployment schedule of all the above-mentioned staff before commencement of the work To the Engineer in Charge.

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

**RECOVERY RATES-**

S. No.	Description of Item	Rates in figures & words at which recovery shall be made from the Contractor	
		Excess wastage beyond permissible limit	
1	Cement	<b>Nil</b>	<b>Rs. 660 / beg</b>
2	Steel reinforcement	<b>Nil</b>	<b>Rs. 110/ kg</b>
3	Structural Sections	<b>Nil</b>	<b>Rs. 150 / kg</b>
4	Polymer	<b>Nil</b>	<b>Rs. 200/ Ltr</b>