



Government of India  
Department of Atomic Energy  
**Indira Gandhi Centre for Atomic Research**  
**Fast Reactor and Technology Group**  
**Kalpakkam – 603 102**

**TENDER DOCUMENT**

**NAME OF WORK**

**MACHINING (TURNING, MILLING, SHAPING, DRILLING etc. ) AND  
MISCELLANEOUS JOBS  
IN ZONAL WORKSHOP SECTION**

**TENDER NOTICE No.: IGCAR/ FRTG /ETHD/ZWS/MECH/TR-01/2024**



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**Kalpakkam – 603 102**

**NOTICE INVITING e-TENDER**

**TENDER NOTICE No.: IGCAR/ FRTG /ETHD/ZWS/MECH/TR-01/2024**

Dated: 05.04.2024

**I. Guidelines for e-Tendering in CPPP website:**

1. To participate in the tendering process on the CPP Portal, Prospective Bidders require a valid Class III Digital Signature Certificates. All the documents related to the eligibility criteria of tender should be submitted electronically through CPP portal only. The instructions given in Annexure-1 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>.

**II. NIT Details:**

2. Online item rate tender in Two parts i.e. Part-I – Techno-commercial Bid and Part-II – Financial Bid are hereby invited through e-Tendering mode on behalf of the President of India by **Chief Engineer, FRTG, IGCAR, Kalpakkam - 603 102**, Chengalpattu District for the following work from experienced Contractors who have satisfactorily completed similar works of such magnitude.

i) <i>NIT No.</i>	<b><u>IGCAR/ FRTG /ETHD/ZWS/MECH/TR-01/2024</u></b>
ii) <i>Name of work</i>	<b>Machining (Tuning, milling, Shaping, Drilling etc) and Miscellaneous jobs in Zonal Workshop.</b>
iii) <i>Estimated Cost put to tender</i>	<b>Rs. 27,50,065 Lakhs (Inclusive of 18% GST)</b>
iv) <i>Completion period</i>	<b>12 (Twelve) Months</b>
v) <i>Earnest Money Deposit</i>	<b>Rs. 55001/- (In Words) to be submitted in the form of Deposit at Call Receipt or Demand Draft / Bankers Cheque / Pay Order or Fixed Deposit Receipt drawn in favour of <b>Pay and Accounts Officer, IGCAR, Kalpakkam</b> payable at Kalpakkam <b>Cash, Cheque, bank guarantee for Earnest Money deposit will not be accepted.</b></b>
vi) <i>Cost of tender document</i>	<b>NIL</b>

vii) Tender processing fee	NIL
viii) Security Deposit	2.5 % of tendered value
ix) Performance Guarantee	3 % of tendered value
x) Publishing date of tender	10/04/2024 (10:00hrs.)
xi) Documents download/Sale Start date and Time	10/04/2024 (10:00 Hours) To Download – please visit CPPP website on: <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a> Detailed NIT is also available on website <a href="http://www.igcar.gov.in">www.igcar.gov.in</a> for view only.
xii) Seek Clarification Start Date and Time	11/04/2024 (10:00 Hours) The bidders are requested to send their clarification/ queries on CPPP website <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a> or queries may be sent to e-mail id – <a href="mailto:mars@igcar.gov.in">mars@igcar.gov.in</a> and <a href="mailto:zwsoffice@igcar.gov.in">zwsoffice@igcar.gov.in</a>
xiii) Seek Clarification End Date and Time	15/04/2024 (15:00 Hours)
xiv) Bid Submission Start Date and Time	16/04/2024 (10:00 Hours)
xv) Bid Submission and Sale Closing Date	30/04/2024 (10:00 Hours)
xvi) Last date and time for submission of Original EMD	On or before 05/05/2024 (15:00 Hours) at Address for EMD submission, Office of Head, ETHD, IGCAR, Kalpakkam – 603 102, Chengalpattu District. (Contact Phone No. 044-27480500 Extn: 22255 or 22318). The Tenderer shall be required to submit the Earnest Money in a sealed envelope marked 'Earnest Money.' <b>Please note that, EMD shall be submitted in a sealed envelope clearly mentioning the Unit name (IGCAR), Tender number &amp; Name of work in a cover without fail.</b> However, documents sent by postor courier will also be considered provided the same is received within due date & time. <b>If the Tenderer fails to submit original DD/BC/PO/DR etc., within the prescribed period as mentioned above those tenders will be summarily rejected.</b>
xvii) Date and Time of online opening of Part-I (Technical Bid)	07/05/2024 (15:30 Hours) at the office of Head, ETHD, FRTG, IGCAR, Kalpakkam

xviii) <i>Period of verification of credentials for evaluation.</i>	<b>08/05/2024 to 13 /05/2024</b> <b>Note: Original documents substantiating the eligibility criteria all mentioned should be produced for verification during the above period. For outstation bidders who have difficulty in appearing in person original notary certified documents can be submitted by registered post. If the Tenderers fail to submit original credential for verification, within the prescribed period as mentioned above those tenders will be summarily rejected.</b>
xix) <i>Evaluation of Part-I (Technical bid)</i>	<i>Part-I evaluation will be done based on credentials submitted by the bidders for opening Part-II (Financial Bid). Inspection of eligible works will be carried out by Technical Evaluation Committee, if necessary.</i>
xx) <i>Date of opening of Financial Bids of qualified bidders</i>	<b>Date and time will be notified later</b>
xxi) <i>Minimum Bid/Offer validity period required</i>	<b>120 Days from bid submission closing date</b>

**Note:** *Corrigendum/ Addendum/ Amendments if any shall be hosted on IGCAR/CPPP websites only. Bidders are requested to visit the website regularly.*

### **III. Eligibility Criteria:**

3. **The bidders who fulfill the following criteria shall be considered for participation.**

3.1. **JOINT VENTURES ARE NOT ACCEPTED.**

3.2. Experience of having successfully completed works during the last seven years ending previous day of last date of submission of tender as follows:

Three similar completed works each costing not less than the amount equal to 40 % of the estimated cost put to tender,

[or]

Two similar completed works each costing not less than the amount equal to 60 % of the estimated cost put to tender,

[or]

One similar completed work of costing not less than the amount equal to 80 % of the Estimated cost under a single contract.

**“Similar work” shall mean that “Experience in Machining on Conventional machine Tools and Steel Fabrication Works”**

**Note:**

- i. Eligible similar nature of works should have been executed in India only.
- ii. Works got executed on back to back basis through another contractor will not be treated as eligible works.

- iii. In case of the similar work done under private sector, the completion certificate shall be supported with the copies of TDS certificate along with Form – 26AS
  - iv. The value of completed works shall be brought to current costing level by enhancing the actual value of work at **simple rate of 7% per annum**, calculated from the date of completion to previous day of last date of submission of tender.
- 3.3. Should have an average annual financial turnover for works/goods/services of at least **50% of the estimated cost** during the immediate last three consecutive financial years (FY ending 31/03/2023). Scanned copy of certificate duly audited by Registered Chartered Accountant to be uploaded.
  - 3.4. Should not have incurred any loss (Profit after tax should be positive) in more than two years during the available last five consecutive financial years (FY ending 31/03/2024). Details shall be furnished as per Proforma as specified in Form – A, duly supported by figures in balance sheet/profit and loss account for the last Five (5) years duly audited by Registered Chartered Accountant as submitted by the applicant to Income tax department.
  - 3.5. Should have a Solvency of minimum **40%** of estimated cost obtained from competent authorities as per Proforma specified in Form – B. Scanned copy of solvency certificate shall be uploaded. The Solvency certificate should be valid on the last date of tender submission or the solvency certificate shall not be older than one year from the last date of tender submission.
  - 3.6. The bidding capacity of the contractor should be equal to or more than the estimated cost of the work put to tender. The bidding capacity shall be worked out by the following formula:

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

**Where,**

A = Maximum turnover on works/goods/services executed in any one year during the last seven years taking into account the completed as well as orders in progress. The value of completed orders shall be brought to current costing level by enhancing at a simple rate of 7% per annum.

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

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

4. **The bidder shall fill the details in attached excel sheets (Forms) as detailed below and supporting documents should be scanned from originals and uploaded within the period of bid submission by the bidder: -**
  - 4.1. Financial Turnover as specified in Form-A along with balance sheet and Form-26AS.
  - 4.2. Similar class of work completed as specified in Form – C during last seven years ending previous day of last date of submission.
  - 4.3. List of works/projects under execution or awarded as specified in Form – D.
  - 4.4. Details regarding structure and organization of the firm as per Proforma specified in Form – F.
  - 4.5. Details regarding manpower possessed shall be furnished as per Proforma specified in Form – G. The details of trained and certified workmen proposed to be employed at the work site of the project should also be furnished.

4.6. Details of tools, machineries and equipment likely to be used / possessed for carrying out the work shall be furnished as per Proforma specified in Form – H.

**5. The bidder shall upload/submit the following documents and these documents should be scanned from originals and uploaded within the period of bid submission by the bidder**

5.1. GSTIN

5.2. PAN

5.3. Solvency certificate as per Proforma specified in Form – B.

5.4. Performance certificate of works referred to in Forms ‘C’ as per Proforma specified in Form – E.

5.5. Form of Agreement

5.6. Registration with EPFO and ESIC

5.7. Annexure – 2: Tender Acceptance Letter (Scanned copy to be uploaded and originals shall be submitted during the period of verification of credentials)

5.8. Annexure – 3: Undertaking by Contractor (Scanned copy to be uploaded and originals shall be submitted during the period of verification of credentials).

5.9. Annexure – 4: Declaration by Contractor (Scanned copy to be uploaded and originals shall be submitted during the period of verification of credentials).

**6. Even though a bidder may satisfy the above requirements, the bidder would be liable to disqualification/ debarment if the bidder has: -**

6.1. Made misleading or false representation or deliberately suppressed the information in the forms, statements and enclosures required in the eligibility criteria document.

6.2. Any effort on the part of the bidder or his agent to exercise influence or to pressurize the employer. Canvassing of any kind is prohibited.

6.3. Record of poor performance such as abandoning work, not properly completing the contract, or financial failures / weaknesses, etc.,

6.4. Failed to produce originals of documents required for evaluation/qualification of the bidder. The Originals of the above Certificates shall be produced as and when called for. Irregularities if any observed will lead to rejection of the offer irrespective of the stage at which it is observed. Such bidders will be debarred for bidding in IGCAR as per applicable rule.

6.5. Breached the code of integrity. Firms will be debarred for a period of two years if it is determined that the bidder has breached the code of integrity as per Rule 175 and Rule 151 of GFR 2017.

6.6. Supply of sub-standard material, non-supply of material, abandonment of works, sub-standard quality of works, etc. Firms will be debarred for a period of two years for any actions or omissions by the bidder for other than violation of code of integrity, for the reason like supply of sub-standard material, non-supply of material, abandonment of works, sub-standard quality of works, etc.

#### **IV. Information and conditions:**

7. Information and instructions for Tenderer posted on website shall form part of tender document for e-tendering mode.

8. Tender document is prepared in two parts viz. Part-I (Techno-commercial Bid) and Part-II (Financial Bid). The tender document consisting of plans, specifications, schedule of quantities of various

types of items to be executed and set of terms and conditions of the contract to be complied with and other necessary documents. All the documents will form part of agreement after award of work to successful bidder.

9. The department reserves the right to accept/ reject any prospective application without assigning any reason thereof.

10. Tenderer to note that tenders with any condition including that of conditional rebate shall be rejected forthwith. However, tenders with unconditional rebate will be accepted.

11. Tenders will be received online up to time & date as mentioned in the NIT details above. Part-I will be opened on the time & date as mentioned in the NIT details above. The receipt of EMD will be checked first. If found in order, Part-I will be opened.

12. No modifications in the tender shall be allowed after opening Part –I (Techno-commercial Bid).

13. After opening of Part-I (Techno-commercial Bid) of tender, the online credentials submitted by the bidder will be verified with respect to their eligibility for the work and if required, visit to selected worksites of on-going/completed works of the bidders will be made to evaluate the capability of the bidders based on financial eligibility criteria, technical eligibility criteria, organizational structure of the bidder, etc., as stipulated in tender. Short listing of bidders shall be subject to thorough verification of bidder's credentials and inspection, if any, carried out. The Part-II (Financial Bid) of the qualified tenderers shall then be opened at notified date and time. Date of opening of Part-II will be intimated to all bidders through the CPP Portal website.

Note: During technical evaluation, missing documents if any, can be asked for submission.

14. The EMDs of the unsuccessful bidders will be returned without any interest only after the award of contract.

15. 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 IGCAR as per applicable rule. The department reserves the right to verify the particulars furnished by the applicant independently.

16. Tender will be kept valid for **120 (One Hundred and Twenty)** days from the last date of closing of online submission of tender.

17. If any Tenderer withdraws his tender within the validity period and before award of work whichever is earlier or make any modifications in the terms and conditions of the tender which are not acceptable to the department, then the Government shall without prejudice to any right or remedy, be at liberty to forfeit 50 % (Fifty Percent) of the Earnest Money absolutely. Further, the Tenderer shall not be allowed to participate in the re-tendering process of the work.

18. The tentative makes have been specified in the tender document based on requirements & desired performance and detailed study of the technical parameters, manufacturing process, quality assurance/control & testing. The list is merely for guidance and bidders can prefer any other make which is meeting technical specifications given under Section- V, Schedule of Quantities given under Section-VIII of Tender document, shall confirm to the relevant BIS codes and other relevant codes. **In case of non-approved make(s), the bidder(s) shall suggest such equivalent / alternate make / brand, meeting above-mentioned technical parameters, during pre-bid stage and before technical bid submission.**



19. The Financial Proposal/Commercial bid / BoQ format is provided as BoQF.xls along with this tender document at <https://eprocure.gov.in/eprocure/app>. Bidders are advised to download this BoQF.xls as it is and quote their offer/rates in the permitted column and upload the same in the commercial bid. **All tendered rates shall be inclusive of all taxes and levies payable under respective statute. Bidder shall not tamper/modify downloaded Financial Bid template in any manner.** In case if the same is found to be tampered/modified in any manner, tender will be completely rejected and appropriate action will be taken by department. If it is desired to submit revised financial bid then, it shall be mandatory for the bidder to submit revised financial bid. If not submitted then, the bid submitted earlier shall become invalid.

20. Contractor must ensure to quote rate of each item. The column meant for quoting rate in figures appears in SKY BLUE colour. While selecting any of the cells a warning appears to mandatorily fill all such cells with any value, including “0” (ZERO) and if the bidder has quoted zero, then the rate of such item shall be treated as zero.

21. In case of successful Tenderer, the Tenderer is required to deposit an amount equal to 3% of the tendered and accepted value of the contract as irrevocable performance guarantee within a period of 15 days from the date of issue of Letter of Intent//Letter of Acceptance, in one of the following forms i.e. Deposit at Call Receipt/Bankers Cheque /Demand Draft or Fixed Deposit Receipt (FDR) of a scheduled Bank or an irrevocable bank guarantee bond of any scheduled bank in the prescribed form given in Annexure drawn in favour of **Pay & Accounts Officer, IGCAR, Kalpakkam**. Earnest Money deposited along with bid will be returned after receiving Performance Guarantee.

22. The letter of award of work will be issued only after the above said performance guarantee in any one of the prescribed form is received and accepted, failing which the Government shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the earnest money absolutely.

23. In addition to the above, the successful Tenderer is required to remit security deposit amounting to 2.5 % [Two and half Percent] of the tendered and accepted value which shall be deducted at 2.5 % [Two and half Percent] of the gross amount of the bill from each running/final bill.

24. Bidder should have valid ESI & EPF registration and furnish the certificate of registration with EPFO and ESIC, for bidder's eligibility and qualification. The employer's contribution as per extant government orders shall be paid by the contractor which shall be reimbursed on production of documentary evidence. Hence the quoted rate shall not be inclusive of ESI & EPF employer's contribution.

25. Bidders who do not have valid GST certificate as on the last date of online submission of the bid, are not eligible for this tender. Bidders shall submit an undertaking in the format provided in this document. Any subsequent defaulting in payment of GST by the bidder, will also be scrutinized by the department, and may lead to rejection of the bid/cancellation of contract.

26. **The rates quoted by the Tenderer in the schedule shall be inclusive of Goods and Service Tax (GST) @18% or any other Tax applicable. GST or any other tax applicable as per extant orders in respect of this contract shall be payable by the Contractor and Government will not entertain any claim whatsoever in respect of the same.**

27. **Income Tax and TDS on GST as applicable from time to time, shall be deducted from each bill and deducted value will be remitted to the concerned tax authorities. Any other taxes /cess as**

**per Government directives from time to time, shall be deducted from each bill paid to the contractor.**

28. Bidders shall not be under a declaration of ineligibility for tender quoting and fraudulent practice.
29. Documentary evidence of adequate financial standing shall be furnished.
30. Information regarding projects in hand, current litigation, orders regarding exclusion, expulsion or block entry if any to be furnished.
31. The capacity of the contractor to take up a new project under consideration in addition to his present commitments must be clearly brought out. He should also furnish the details referring as to have both physically and financially capable of executing this contract in the stipulated time as per milestones projected in addition to executing the other commitments. Evidence of adequacy of working capital for this contract, access to lines of credit and availability of other financial resources shall be furnished.
32. Copies of original documents detailing the constitution or legal status, place of regulation and principal place of business, written power of attorney of the regulatory of the bond to commit the bidders shall be submitted.
33. Tenderer may please intimate their Bank Account Number, IFSC code, Branch details so as to enable the department for payments through Bank.
34. Qualification and experience of key site management and technical personnel proposed for the contract shall be intimated.
35. Information regarding any litigation, current or during the last seven years, in which the bidder is involved, the parties concerned and disbursed amount, shall be submitted .
36. Proposals for sub-contracting components of the works including the qualification and experience of the identified sub-contractor in the relevant field shall be submitted.
37. The proposed methodology and program of execution, backed with equipment planning and deployment duly supported with broad calculation and quality control procedures proposed to be adopted, justifying their capability of execution and completion of the work as per technical specifications within the stipulated period of completion as per milestones shall be furnished.
38. The contractor shall be responsible for the strict observance and implementation of all the safety precautions & procedures and house-keeping practices. The contractor shall comply with all the instructions given by the Engineer from time to time on these aspects in this regard.
39. The contractor shall comply with provisions of Contract labour act -1970, Workmen's compensation act 1923, Minimum wages Act 1948, EPF Act, Gratuity Act and other labour laws as applicable.

The contractor should intimate the maximum number of workmen//manpower/staff employed / likely to be employed by him to the Engineer in Charge, before commencement of the work. In case the Contract labour act does not apply to the firm, it shall be intimated the Engineer in Charge before commencing the work. All the workers are to be paid applicable minimum wages and payment is to be made through Bank transfer.

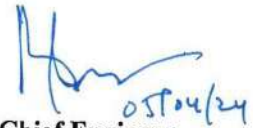
The contractor shall take workmen compensation policy for all workers employed by him, at site, for the subject work after the award of contract.

EPF, ESI and workmen's compensation policy contributions for all the workers on the part of employer in respect of this contract as applicable shall be paid by the contractor which shall be reimbursed on production of documentary evidence.

Records with respect to wages, PF, insurance, etc. of the workers shall be maintained & produced on demand for verification. In case of non-coverage by ESIC, the same to be informed to Engineer-in-Charge before commencing the work. In case of any failure to comply with these above provisions, Department shall be entitled to recover the same from the bills.

40. Eligible source countries: Any Bidder, from a country which shares a land border with India must comply to the Order (Public Procurement No.1) & Order (Public Procurement No. 2) issued by Public Procurement Division, Department of Expenditure, ministry of Finance, Government of India vide F. No. 6/18/2019-PPD dated 23.07.2020 and its addendum from time to time. Also, the bidder shall provide a undertaking as per Para – 8 of Annexure - 3. If such declaration or certificate is found to be false or to be incorrect at any time of submission of Bid or after awarding the Contract then, the said Contract will be terminated, along with such other actions as may be permissible under the relevant law of India.

41. **Chief Engineer, FRTG, IGCAR**, on behalf of President of India does not bind himself to accept the lowest or any other tender and reserves to himself the authority to reject any or all of the tenders or to allot PARTs of the works to different agencies without assigning any reasons there for. All tenders, in which any of the tender conditions is not fulfilled, shall be summarily rejected.



**Chief Engineer,  
FRTG, IGCAR,**

**For and on behalf of the President of India**

**GUIDELINES FOR E-TENDERING IN CPPP WEBSITE**

The instructions given in the annexure 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. **As the instructions may change on CPP portal, the bidder shall follow the instructions given on the portal (<https://eprocure.gov.in/eprocure/app>) at the time of bidding.**

**1. Registration**

- 1.1. Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL:<https://eprocure.gov.in/eprocure/app>) by clicking on the link “Online Bidder Enrolment” on the CPP Portal which is free of charge.
- 1.2. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts. Bidders who have already registered and have valid user ID and password from <https://eprocure.gov.in>, need not to obtain fresh user ID and password for the purpose of participation in the present tender.
- 1.3. 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.
- 1.4. 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 / eMudhra, etc.), with their profile.
- 1.5. 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.
- 1.6. Bidder then logs into 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**

- 2.1. The NIT & tender document consisting of specifications, drawings, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen and downloaded from website <https://eprocure.gov.in/eprocure/app>. (NIT can also be viewed from [www.igcar.gov.in](http://www.igcar.gov.in))
- 2.2. There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords, etc., to search for a tender published on the CPP Portal.
- 2.3. 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.
- 2.4. 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 Help desk.

### 3. **Preparation of Bids**

- 3.1. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 3.2. 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. **The tender shall be summarily rejected if any Financial Bid information is disclosed along with EMD or Technical Bid (Part-I).**
- 3.3. 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.
- 3.4. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

**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**

- 4.1. Bids shall be submitted online only at CPPP website:  
<https://eprocure.gov.in/eprocure/app>
- 4.2. Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 4.3. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 4.4. Bidder has to select the payment option as “offline” to pay the EMD as applicable and enter details of the instrument.
- 4.5. Bidder should prepare the EMD as per the instructions specified in the tender document as applicable. 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.
- 4.6. 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.

- 4.7. 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 Financial 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.**
- 4.8. Tenderers are advised to upload their documents well in advance, to avoid last minute rush on the server or complications in uploading. IGCAR, in any case, shall not be held responsible for any type of difficulties during uploading the documents including server and technical problems whatsoever.
- 4.9. 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.
- 4.10. Submission of the tender documents after the due date and time (including extended period) shall not be permitted.
- 4.11. 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.
- 4.12. 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.
- 4.13. 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.
- 4.14. Intending Bidders are advised to visit this website regularly till closing date of submission to keep themselves updated as any change/ modification in the tender will be intimated through this website only by corrigendum / addendum/ amendment.
- 4.15. After submission of the bid, the bidder can re-submit revised bid any number of times before last date and time of submission of bid/document as notified.
- 4.16. In the case of bids in two / three stage system, if it is required to submit revised financial bid then it will be mandatory to submit revised financial bid. If not submitted then the bid submitted earlier will become invalid.
5. **Assistance to Bidders**
- 5.1. 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.

- 5.2. 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.
- 5.3. All bidders who have locked in (Not Guest Login) with their respective credentials in NIC & have downloaded tenders, must click on **FAVOURITE button**, so that the tender will move into their **FAVOURITE ZONE**, to get the uploaded corrigendum intimation from website.
- 5.4. Contact for assistance for registration and participation in e-Tendering:
  - i. 24x7 CPP Portal Helpdesk -(0120)4001 002, (0120)4001 005, (0120)6277 787
  - ii. Local Helpdesk - Shri. Bhushan / Shri. Mayur at (022) 25487480
  - iii. email at [support-eproc@nic.in](mailto:support-eproc@nic.in)

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

Date: \_\_\_\_\_

To.

The Chief Engineer  
Group Name, IGCAR  
Kalpakkam – 603 102

**Sub: Acceptance of Terms & Conditions of Tender.**

**Tender Reference No: IGCAR/ FRTG /ETHD/ZWS/MECH/TR-01/2024**

Name of Work: **Machining (Tuning, milling, Shaping, Drilling etc) and Miscellaneous jobs in Zonal Workshop.**

Dear Sir,

1. I/We have downloaded/obtained the tender document(s) for the above mentioned Tender/Work from the web site(s) namely: <https://eprocure.gov.in/eprocure/app> and [www.igcar.gov.in](http://www.igcar.gov.in) as per your advertisement, given in the above mentioned website(s).
2. I/We hereby certify that I/we have read the entire terms and conditions of the tender documents (including Tender documents, annexure(s), schedule(s), corrigendum(s), Technical Specifications, Construction Safety Manual for Works Contract etc.), which will form part of the contract agreement and I/we shall abide hereby by the terms/conditions/clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/ organization have also been taken into consideration, while submitting this acceptance letter.
4. I/We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality /entirety.
5. I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/ Public sector undertaking.
6. I / We certify that all information furnished by our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice or reason therefor or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including actions as taken by Department.

Yours Faithfully,

**(Signature of the Bidder, with Official Seal)**



**UNDERTAKING TO BE SUBMITTED BY THE BIDDER ON THEIR LETTER HEAD DULY SIGNED AND SEALED WITH DATE**

(Scanned copy of the undertaking duly signed & sealed on letter head of the bidder to be uploaded at the time of submission of bid and original shall be submitted during the period of verification of originals).

Name of Work: **Machining (Tuning, milling, Shaping, Drilling etc) and Miscellaneous jobs in Zonal Workshop.**

NIT No.: IGCAR/ FRTG /ETHD/ZWS/MECH/TR-01/2024

1. I/We hereby give an undertaking that, I/we have read and I/we am/are aware of all the clauses and sub clauses of tender forms and I/we confirm that, I/we will abide by all the terms and conditions available in this tender document.

My Income tax Permanent Account Number (PAN) is .....

2. I/We give an undertaking that, I/We am/are not GST defaulter(s). I/We give an undertaking that, GST certificate (No. ....) is a valid certificate. I/We also give undertaking that I/We will pay GST in time during the complete period of the contract.

3. 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 bidding in IGCAR in future as per applicable rule. 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.

4. I / We have read and examined the Notice Inviting Tender, General Rules & Directions, Form of tender, Special Conditions, safety code for Works Contract, General Conditions of Contract, Schedule-F, Specifications, Scope of work, Schedule of construction, drawings, schedule of quantities and all other contents in the tender document for the work AND ACCORDINGLY, I / We, hereby submit credentials and other documents as are provided for, by, and in respects in accordance with, such conditions so far as applicable.

5. I / We, hereby tender for execution of the work specified for the President of India within the time specified in schedule "F", viz., Schedule of Quantities and in accordance in all 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 Conditions of Contract and with such materials as are provided for, by and in respects in accordance with, such conditions so far as applicable.

6. I / We have downloaded and gone through the pre-bid clarifications issued by the Department after close of sale of tenders and submitting tender accordingly.

7. I / We have gone through the "Additional Notes" sheet of financial bid/BOQ and submitting tender accordingly.

8. I / We have understood the entire scope of work and rates (inclusive of GST) quoted accordingly. We shall carry out the work as per Schedule of Quantities, technical specifications, drawing and complete the work within stipulated time to the entire satisfaction of the Department.

9. I/We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India. I/We certify that, this bidder is not from such a country or from such a country has been registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. I/We acknowledge the right of the department to terminate the Bidder for false declaration or certificate, along with such other actions as may be permissible under law.

10. I/We \_\_\_\_\_ (Name of bidder) undertake that, we meet the mandatory Local Content (LC) requirement for qualifying as 'Class I Local Supplier' as per the PP-LC Policy, against this tender. The percentage of Local Content in the bid is \_\_\_\_%.

11. I/ We do hereby give an undertaking that, none of my relative (s) as defined below is / are posted and/or working as AO/AAO or as an officer in any capacity in the grades of Scientific Officer-C/ Technical Officer-C and above in IGCAR(responsible for award and execution of contracts) as per details given in tender document. In case at any stage, it is found that the information given by me is false / incorrect, IGCAR shall have the absolute right to take any action as deemed fit without any prior intimation to me.

The near relatives for this purpose are defined as: 1) Members of a Hindu undivided family. 2) They are husband and wife. 3) The one is related to the other in the manner as father, mother, son(s), son's wife (Daughter-in-law), daughter(s), daughter's husband (Son-in-law), brother(s) and brother's wife, sister(s) and sister's husband (brother-in-law).

**Signature of Bidder with seal & date**

**DECLARATION TO BE SUBMITTED BY THE BIDDER ON THEIR LETTER HEAD DULY SIGNED AND SEALED WITH DATE**

(Scanned copy of the declaration duly signed & sealed on letter head of the bidder to be uploaded at the time of submission of bid and original shall be submitted during the period of verification of originals).

Name of Work: Machining (Tuning, milling, Shaping, Drilling etc) and Miscellaneous jobs in Zonal Workshop.

NIT No: IGCAR/ FRTG /ETHD/ZWS/MECH/TR-01/2024

1. This is to certify that:
  - a. I /We have submitted the tenders in the Proforma as downloaded directly from the websites which are same as available in the website and there is no change in the format, number of pages etc.,
  - b. I /We have not made any modifications / corrections / additions etc., in the tender documents downloaded from website by me / us.
  - c. I /We have checked that no page is missing and all pages as per the index are available and that all pages of tender document submitted by us are clear and legible.
  - d. I /We have submitted requisite EMD in the prescribed form.
  - e. In case at later stage, it is noticed that there is any difference in my/ our tender documents with the original documents, IGCAR shall have the right to cancel the tender / work, forfeit the Earnest Money, Performance Guarantee & Security Deposit, take appropriate action as per the prevailing rules in force and IGCAR shall not be bound to pay any damages to me / us on this account.

I/We ..... (Name of the contractor/ agency) hereby declare compliance towards all the labour codes, legislations and statutory conditions or any other acts dealing with minimum wages, bonus, industrial relations, and social security and authorise **Indira Gandhi Centre for Atomic Research**, Department of Atomic Energy to recover any payment that arises due to failure to comply with any of the Labour Codes, legislations and statutory conditions or any other acts dealing with minimum wages, bonus, industrial relations and social security etc. and all other acts mentioned in the tender document.

Date: .....

(Dated Signature of Contractor with seal)

## FORM 'A': FINANCIAL INFORMATION

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

Particulars	Financial Years				
	2018-19	2019-20	2020-21	2021-22	2022-23
(a) Gross Annual turnover on works/goods/ Services orders (Rupees in Lakhs).					
(b) Profit/ Loss (Rupees in Lakhs).					
(c) Certified by					

Name and address of Chartered Accountant with Membership No.	
--	--

2. **Financial arrangements for carrying out the proposed work.**

Viz. line of credit, Working Capital, Liquid capital, Fixed deposits etc., - Upload scanned copy of statement

3. **The scanned copies of following certificates are to be uploaded.**

- A. Profit & Loss statement certified by CA & as submitted to income Tax Department.
- B. Solvency Certificate from banker's of applicant. Banker's certificate should be on letter head of the bank. In case of partnership firm, certificate should include names of all partners as recorded with the bank as said in the Form "B"
- C. GSTIN
- D. Permanent Account Number (PAN)

Name & Address of authorised Signatory

Note: Further details if required may be asked from the contractor after opening of the bids. There is no need to upload the entire voluminous balance sheet.

**(Scanned copy of Banker's letter head to be uploaded)**

**FORM 'B' - FORM OF BANKERS' CERTIFICATION FROM A SCHEDULED BANK**

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

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

(Signature)  
For the Bank

Note:

- (1) Banker's certificates should be on letter head of the bank.
- (2) In case of partnership firm, certificate should include names of all partners as recorded with the bank.

**FORM 'C' - DETAILS OF ALL WORKS OF SIMILAR CLASS COMPLETED IN ALL RESPECTS DURING THE LAST SEVEN YEARS ENDING PREVIOUS DAY OF LAST DATE OF SUBMISSION OF TENDER**

Sl. No.	Name of Work/ Project and location	Owner or Sponsoring Organization	Cost of Work in Lakhs of rupees	Date of Commencement as per Contract	Stipulated Date of Completion	Actual Date of Completion	Litigation/ Arbitration cases pending/in progress with details*	Name and address/ telephone number of officer to whom reference may be made	Remarks
1	2	3	4	5	6	7	8	9	10

**Note:** \*Indicate gross amount claimed and amount awarded by the Arbitrator

Notes:

- i. Applicant may submit separate form for giving details of work (completed) for each year to fill up the details as above. Separate sheets if any shall be numbered in sequence.
- ii. The scanned copies of the work orders for each work along with completion certificate shall be uploaded.
- iii. Certified that the above list of works is complete and no work has been left-out and the information given is correct to the best of my knowledge and belief.

Name & Address of authorised Signatory
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**FORM 'D' - PROJECTS UNDER EXECUTION OR AWARDED**

Sl. No	Name of work/ project and location	Owner or sponsoring Organization	Cost of work (Rupees in Lakhs)	Date of commencement as per contract	Stipulated date of completion	Up to date percentage progress of work	Slow progress if any, and reasons thereof	Name and Address/ Telephone number of officer to whom reference may be made	Remarks
1	2	3	4	5	6	7	8	9	10

Certified that the above list of works is complete and no work has been left out and that the information given is correct to my knowledge and belief.

Name and address of authorised Signatory

**Scanned copy of certificates containing following information from the clients to be uploaded**

**FORM 'E' - PERFORMANCE REPORT OF WORKS REFERRED TO IN FORMS "C"**  
(Separate certificate for each work/ Project)

- a) Name of work/ project & location
- b) Agreement No.
- c) Name of Contractor
- d) Estimated cost
- e) Tendered cost
- f) Completed cost
- g) Date of start
- h) Date of completion
  - a. Stipulated date of completion
  - b. Actual date of completion
- i) Amount of compensation levied for delayed completion, if any
- j) Amount of reduced rate items, if any
- k) Performance report

Quality of work	:	Very Good/Good/Fair/Poor
Financial Soundness	:	Very Good/Good/Fair/Poor
Technical Proficiency	:	Very Good/Good/Fair/Poor
Resourcefulness	:	Very Good/Good/Fair/Poor
General Behavior	:	Very Good/Good/Fair/Poor
Time Consciousness	:	Very Good/Good/Fair/Poor

Dated:

**Executive Engineer or Equivalent  
Signature with Seal**



**FORM 'F' - STRUCTURE AND ORGANISATION**

1. Name & Postal Address of the Applicant:

2. Telephone no. /Telex No. /Fax No.

3. Legal status of the Applicant (Please tick and attach attested copies of original document defining the legal status)

- a. An individual: (b) A proprietary firm: (c) A firm in partnership
- (d) A limited company or corporation

4. Particulars of registration with various Government Bodies (attach attested photocopy)

Dept./ Organisation & Place of registration	Registration No.

5. Names and Titles of Directors & Officers with designation proposed to be concerned with this work.

6. Designation of individuals authorised to act for the organisation.

7. Was the Applicant ever required to suspend work for a period of more than six months continuously after he commenced the work? 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 been abandoned the awarded work before its completion? If so, give the name of the project and reasons for abandonment.

9. Has the Applicant or any constituent partner in case of partnership firm, ever been debarred/black listed for tendering in any organisation at any time? If so, give details.

10. Has the Applicant or any constituent partner in case of partnership firm, ever been convicted by the court of law? If so, give details.

11. In which fields of Engineering Construction the Applicant has specialization and interest?

12. Any other information considered necessary but not included above.

Name and Address of authorised Signatory

**FORM 'G' - DETAILS OF TECHNICAL & ADMINISTRATIVE PERSONNEL  
TO BE EMPLOYED FOR THE WORK**

Sl. 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
1	2	3	4	5	6	7	8	9

Name and Address of authorised Signatory

**FORM 'H' - DETAILS OF TOOLS, MACHINERIES AND EQUIPMENT LIKELY TO BE USED  
IN CARRYING OUT THE WORK**

Sl. No	Name of equipment/Plant	Nos.	Capacity or Type & make	Age	Condition	Ownership Status				Current location	Remarks
						Presently owned	Leased	To be purchased	Proposed to be hired		
1	2	3	4	5	6	7	8	9	10	11	12

Name and Address of authorised Signatory

**Form – ‘I’ : Bidding Capacity Form**

Maximum turnover in works/goods/service orders executed in any one year during the last five years taking into account the completed as well as works in progress. The value shall be brought to current costing level by enhancing at a simple rate of 7% per annum = (A)	
Year in which maximum turnover occurred	
Is audit report for the same is attached.(Yes/No)	
Number of years prescribed for completion of work for which bids has been invited = (N)  N = completion period in months / 12	
Value of existing commitments and ongoing works to be completed during the period of completion of works for which bids have been invited = (B)	
Bidding capacity = $(A \times N \times 1.5) - B$	

**Signature of Bidder(s)**

**FORM - J: CHECK LIST**

BEFORE SUBMITTING THE TENDER, THE TENDERER MUST CHECK THE FOLLOWING:

Say 'Yes' or 'No' or 'Not Applicable'

1. Have you uploaded the mandatory scanned documents such as Demand Draft or Banker's Cheque or Fixed Deposit Receipts of any Scheduled Bank towards EMD? :
2. Have you filled schedule of quantities and unit rates in the Price bid? :
3. Do you agree to all the conditions of contract in to (Wherever you differ you should bring it out in the covering letter) :
4. Have you included all the necessary equipment instruments tools/tackles & labour, storage space etc. for completion of the job, whether specifically mentioned or not? :
5. (This is applicable for electrical contracts only)
  - (i) Are you registered with Tamilnadu State / or any other State Electrical Inspectorate? :
  - (ii) If so, is scanned copy of the registration certificate is uploaded? :
6. Have you uploaded all the required documents (Annexures 2-4, Forms A-I, Certificates, eligibility criteria documents etc) : :

**(This form also should to be uploaded with the bid documents)**

Address of Tenderer .....  
.....  
.....

Phone number -----

**Signature of Bidder(s)**

## **PART -II**

### **GENERAL RULES AND DIRECTIONS FOR THE GUIDANCE OF THE TENDERERS AND FORM OF AGREEMENT**

Item Rate Tender and Contract for Works  
(Central PWD Code Paragraph-95)

#### **2.0 General Rules and Directions:**

2.1 All works proposed for execution by contract will be notified in a form of invitation to Tender signed by The Director, Reactor Design & Technology Group. This form will state the work to be carried out as well as the date for submitting and opening Tenders, and the time allowed for carrying out the work, also the amount of earnest money to be deposited with the Tender, and the amount of security deposit to be deposited by the successful Tenderer and percentage, if any, to be deducted from bills. Copies of specifications, design and drawings for the purpose of identification shall also be open for inspection by the Contractor at the office of the Engineer during office hours.

2.2 In the event of the Tender being submitted by the firm, it must be signed separately by each member thereof. In the event of absence of any partner, it must be signed on his behalf by a person holding power of attorney authorizing him to do so; such power of attorney shall be produced with the Tender, and it must disclose that the firm is registered under Indian Partnership Act.

2.3 Receipts for payments made on account of works when executed by a firm must also be signed by the several partners except where the Contractors are described in their Tender as a firm, in which case the receipt must be signed in the name of the firm by one of the partners, or some other person having authority to give effectual receipts for the firm.

2.4 Any person who submits the Tender must fill up the prescribed form stating the sum of money for which he is willing to undertake the work. The Tenders which propose any alteration in the work specified in the said form of invitation to Tender or in the time allowed for carrying out the work or which contain any other condition of any sort, will be liable for rejection.

2.5 The rate(s) or amount(s) must be quoted in Indian Rupees both in words and figures and inclusive of GST.

2.6 Chief Engineer, FRTG / IGCAR or his duly authorized representative will open the Tenders individually, in the presence of the respective Tenderer or his representative who may be present at the time stated in the notice. The earnest money deposit paid by the successful Tenderer will be treated as part of security deposit. The balance amount of security deposit will be paid by the Contractor on acceptance of the Tender. The security deposit will be accepted in Government Securities and fixed deposit receipt and guarantee bonds of Scheduled Banks and State Bank of India. In the event of the tender being rejected the earnest money forwarded with such unaccepted Tenders shall thereupon be returned to respective Contractors.

2.7 The Chief Engineer, FRTG / IGCAR inviting Tender shall have the right of rejecting all or any of the Tenders and will not be bound to accept the lowest Tender.

2.8 The receipt of an accountant or clerk for any money paid by the Contractor will not be considered as an acknowledgement of payment to the Engineer and the Contractor shall be responsible for ensuring that he procures a receipt signed by the Engineer or by the Accounts Officer or duly authorised Cashier.

2.9 The memorandum of the work Tendered shall be filled and completed in the Office of the Engineer before the Tender form is issued. If a form is issued to the Tenderer without having been so

filled in and completed, he shall request the Office to have this done before he completes and delivers his Tender.

-----



## FORM OF AGREEMENT (DECLARATIONS)

2.10 I/We, the undersigned, do hereby declare that the Tenderer is:

2.10.1 \* A Company duly incorporated under the laws of

---

(Insert to authorized jurisdiction).

2.10.2 \*A Partnership, joint venture or consortium carrying on business under the firm name and style above stated, the names, addresses and places of incorporation, if any, of all the partners or members of the firm being the following:

---

(\* Strike out sub-section 2.8.1 or 2.8.2 whichever is not applicable).

2.11 We have examined all the Sections / Parts of these Tender Documents and are fully informed as to the nature and scope of the work and the conditions related to its performance. I/We have also visited the site of work and considered the site conditions are full in relation to the performance of the work.

2.12 Offer:

2.12.1 I/We, hereby tender for execution for the President of India the work specified in the underwritten memorandum at the rates specified herein and in accordance in all respects with the specifications, designs, drawings and instructions in writing referred to in the Tender Documents and as per Clause-11 of General Conditions of Contract (Part-IV).

### MEMORANDUM:

- a) Name of the work : Machining (Tuning, Milling, Shaping, Drilling etc) and Miscellaneous jobs in Zonal Workshop.
- b) Place of the work : FRTG, IGCAR, Kalpakkam.
- c) Estimated cost : Rs 27,50,065/-
- d) Earnest Money Deposit : Rs 55,001 /-
- e) Security Deposit : 2.5% of Tender value
- f) Performance Guarantee : 3% of Tender value
- g) Time Allowed : 12 months

2.12.2 Should this tender be accepted in whole or part, I/We hereby agree to:

(i) Abide and fulfil all the terms and provisions of the said conditions annexed hereto and all the terms and provisions contained in the notice inviting tender as far as applicable, and/or in default thereof to forfeit and pay to the President of India or his successor in the office; the sum of the money mentioned in the said condition. A sum of Rs. 55,001/- is hereby forwarded in Deposit at Call Receipt of a Scheduled Bank or Nationalized Bank as Earnest Money. If, I/We fail to commence the work from the date specified in the above memorandum, I/We agree that the said President of India or Successor in Office shall

without prejudice to any other rights or remedy be at liberty to forfeit the said earnest money absolutely, otherwise the said earnest money that shall be retained by him towards deposit mentioned against Clause (e) of the above mentioned memorandum.

(ii) Execute all the work referred in the Tender Documents upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered at the rates quoted in the Tender Document, for respective items of the work so long as the entire total cost of the work executed by us under this Contract is within the limits of (+) 25% and (-) 25% of the Contract amount entered into the agreement at the rates quoted in the Tender Document and those in excess of that limit at the rates to be determined in accordance with the provisions contained in the Clause 12-A of Section-IV of General Conditions of the Contract.

2.12.3 I/We, agree to keep this offer open for a period of One hundred twenty days (120) days from the date of opening of the Tender).

2.13 I/We do hereby quote for the works as mentioned in Parts V B & VI.

2.14 I/We give the unit prices in Section-VI in the appropriate columns of the forms supplied by you. These prices include cost of the materials as applicable, field fabrication, assembly including all labour, supervision, consumables, materials, inspection, insurance, site erection, GST, duties, overheads and profits etc.

2.15 I/We do agree to the terms of payment as specified in Part-III, Special Conditions of Contract.

2.16 I/We agree to carry out the work according to the scope of work and technical specification and shall strictly adhere to schedule given in the Tender.

2.17 Data to be supplied with Tender (IN TRIPLICATE)

I/We enclose herewith following appendices giving the additional information to our Tender:

2.17.1

Appendix- 1: List of manpower whom we are going to be engage exclusively for this Contract at site

Appendix- 2: Details of manpower and their experience

Appendix- 3 : List of deviations from specification referring to specification number and Clause number of specification in Part VA.

Appendix- 4: Proof of ability: This shall be as per PROFORMA-I attached to this Part of tender document giving the particulars of similar works carried out.

2.17.2 Sub-Contractors:

I/We propose to employ following Sub-Contractors for the work and give the details of the work to be undertaken by each of them and details of work of similar nature previously carried out by each; no other Sub-Contractors shall be allowed later.

Sl. No:	Name of Sub-Contractor	Work to be Sub-Contracted	Previous Experience of the Sub-Contractor

i)			
ii)			
ii)			
iii)			

Not applicable

2.17.4 I/We have acquainted ourselves with the site conditions.

Date \_\_\_\_\_

Signature of the Tenderer : \_\_\_\_\_

Signature of the witness

Address :

Occupation : \_\_\_\_\_

The above Tender is hereby accepted by me on behalf of the President of India

Date : \_\_\_\_\_

Signature of the Officer  
by whom accepted

## PART -III

### SPECIAL CONDITIONS OF CONTRACT

#### III.1 Location:

The proposed site for this work is at IGCAR, Kalpakkam near Sadhurangapattinam. This site is accessible by road from Chennai via Chengalpattu, Thirukkalikundram and also via Mahabalipuram.

#### III.2 Site Investigation:

The Contractor acknowledges that he has satisfied himself as to the nature and location of the work, the general and local conditions, particularly those bearing upon transportation, disposal, handling and storage of materials, availability of labour, water, electric power, roads and uncertainties of weather, or similar physical conditions of the site. Any failure of the Contractor to acquaint himself with all the available information concerning these conditions will not relieve him from responsibility for estimating properly the difficulty or cost of successfully performing the work. Non-familiarity with the site conditions will not be considered a reason either for extra claims or for not carrying out the work in strict conformity with drawings and specifications. The Contractor shall note that if any clarifications regarding Specifications, Conditions of Contract, Schedule of Quantities, Scope of Work etc. are required, he should contact the office of the Engineer. No claim on account of ambiguity in any respect will be entertained.

#### III.3 Security Rules:

The Contractor shall follow at site all Security Rules as may be framed by the department from time to time regarding removal of materials from site, issue of Identity Cards, Control of Entry of Personnel and all similar matters. The Contractor and his personnel shall abide by all security measures imposed by the Engineer or his duly authorised representative from time to time.

#### III.4 Accommodation, Transport, Medical Facilities:

IGCAR will not provide accommodation, transport and medical facilities to Contractors' personnel. The Contractor shall at his cost make his own arrangement for accommodation, transport and medical aid / treatment for his staff and workers engaged by him on this Contract.

#### III.5 Government Labour Laws:

The Contractors have to follow strictly the Government labour acts which are in force at present including any amendments or additions that may be made by the Government during the entire period covering the date of publication of this Tender Notice till the completion of the work covered by the Contract and all necessary arrangements for labour will have to be made by the Contractor.

#### III.6 Withdrawal of Tender:

Should the Contractor modify or withdraw his Tender within a period of 120 Days from the date of opening of the Tender, his earnest money will be forfeited.

#### III.7 Compensation for Loss/Damage:

During the execution of the Contract and until Completion Certificate is issued, the Contractor will be fully liable to compensate all concerned for any loss, damage or destruction of works, structures, plant and machinery, persons, property etc. including third party risk arising due to causes attributable to the Contractor as may be decided by the Engineer whose decision in this regard will be final. No claim shall be made against Government on this account.

III.8 The Contractor shall take necessary precautions to ensure safety of his crew, materials, equipment and the works during the period of the Contract. No claim from the Contractor for loss of or damage to equipment, materials, crew or the works during the course of the work due to natural causes like cyclones, gales, floods, rains or other cause or combination of causes will be entertained by Government. The

Contractor shall be fully liable to compensate Government for any loss or damage to works till the time of taking over of the work by Government.

**III.9 Transportation of Materials:**

The Contractor shall make his own arrangements for the transportation of the materials to be used by the contractor for the maintenance work to the Work Site.

**III.10 Assistance for Taking Measurements:**

The Contractor shall provide necessary labour and assistance to the Engineer for assessment of work completed by them at no extra cost to the Government.

**III.11 Schedule of Quantities and Rates:**

The Schedule of Quantities is to be read in conjunction with this Special Conditions, General Conditions of Contract, Tech. Specifications.

Each Tender should contain not only the rates but also the value of each item of work entered in a separate column and all the items should be totalled up in order to show the aggregate value of the entire Tender. All corrections in the Tender schedule shall be duly attested by the dated initials of the Tenderer. Corrections, which are not attested, may entail the rejection of the Tender. The Tender Document should be signed and returned without, detaching any part of the document.

**III.12 Employees:**

It is to be ensured that all the employees and workers employed by the Contractor are law abiding citizens, with clean record. Anti-social elements, rowdies and persons with adverse police records should not be employed on the works at Kalpakkam. It is to be ensured by the Contractor that the correct personal particulars and addresses of all the employees and workers employed by the Contractors are available.

**III.13 Emergency Preparedness:**

It may be noted that the Government as a part of the emergency preparedness for any eventual site emergency civil defence which would require the entire or part of the Contractors personnel and labour to be evacuated from the site without any advance notice as and when deemed necessary. This may result in temporary stoppages of work with possible loss of time and productivity not likely to exceed 1 day. This aspect shall be taken into account while quoting their rates and the department will not entertain any claim/compensation on this account. However, the department may grant suitable extension of time only.

**III.14 Tender Clarification:**

The Tenderer should note that if any clarifications regarding Specifications, Conditions of Contract, Schedule of Quantities or Scope of Work are required he should contact Director, FRTG, IGCAR, Kalpakkam-603102. No claim on account of any ambiguity in any respect will be entertained. The decision of Director, FRTG is final in case of any ambiguities between different portions of Tender and drawings.

**III.15** All prices quoted shall remain firm throughout the period of the contract and shall not be subjected to any escalation for changes in the cost of labour and material and any other cost.

Director,  
Fast Reactor & Technology Group  
Indira Gandhi Centre for Atomic Research,  
Kalpakkam - 603 102.

So as to reach him before the date fixed for opening the Tender. The Contractor shall also send the latest available copies of the balance sheet and profit and loss account of the firm.

III.16 The Contractor shall take up the maintenance work as per priority indicated by the Engineer-in-Charge.

III.17 Medical Facilities:

The Contractor shall arrange adequate facilities for medical aid and treatment of his workers engaged in his works. Only the first aid facility available at site may be extended to Contractor's workers.

III.18 Liabilities of the Contractor:

During execution of the Contract and until the completion certificates issued the Contractor shall be fully liable to compensate all concerned for, any loss, damage or destruction of any of departments plant and machinery, persons, building, property including third party risks attributable to the Contractor as may be decided by the Engineer whose decision in this regard shall be final.

III.19 Co-ordination of Works:

The Contractor shall plan his site works so as to avoid interference with other works going on at site.

III.20 Sub-Contractors:

The Contractor shall not sub-contract the whole or any part of the work without the written permission of Head, ZWS, ETHD, ETHD, FRTG. The main Contractor shall be responsible for all work of Sub-Contractors. Sub-Contractors shall be bound to the Contractor by the same terms of drawings and specifications, the obligations and responsibilities, the Contractor assumes towards the Engineer. The offer of a Contractor is liable for rejection if it entails sub-contracting of large portions of work.

III.21 The Contractor may be allowed to work in shifts/holidays with prior approval of the Engineer.

III.22 Final Agreement:

The Contractor has to sign a Final Agreement to execute this Tender as per specifications given in this tender Document, if the tender work is decided to be awarded to him.

III.23 Payment:

Payment will be made **ONCE IN THREE MONTHS** based on the quantum of work carried out and assessed by the Engineer-in-charge.

**Important Note:**

**No advance is payable against this Tender.**

III.24 Electric power will be supplied free of charge for Machining and Fabrication purposes.

III.25 The entire Contract work should be carried out by a single Contractor who should have the capacity to carry out all the works. However, DIRECTOR, FRTG reserves the right to give any part of the work to any bidder. The bidder shall thus be willing to carry out part of the work at the price quoted by him

## **PART -III A**

### **SAFETY GUIDE FOR WORKS CONTRACT**

#### **1. INTRODUCTION**

Many of the works of Department of Atomic Energy at its various sites are executed by the contractors. During these works, contractors personnel are likely to be exposed to different types of hazards. Similarly, unsafe acts of contractors personnel may generate hazards for Departmental staff and/or workmen of other contractors working at the site. Such unsafe acts may also pose danger to the existing installations and even to members of public. This guide is prepared to facilitate safe working during execution of contract works.

#### **2. GENERAL SAFETY PROVISIONS**

The Contractor shall take all safety precautions during the execution of awarded work and shall maintain and leave the site safe at all times. At the end of each working day and at all times when the work is temporarily suspended, he shall ensure that all materials, equipment and facilities will not, cause damage to existing property, personal injury or interfere with the other works of the project or Station. The contractor shall comply with all applicable provisions of the safety regulations, cleanup programme and other measures that are in force at the site.

The Contractor shall provide and maintain all lights, guards, fencing, warning signs, caution boards and other safety measures and provide for vigilance as and where necessary or as required by the Engineer-in-charge or by any duly constituted authority for the protection of workers or for the safety of others. The caution boards shall also have appropriate symbols.

Adequate lighting facilities such as flood lights, hand lights and area lighting shall be provided by the Contractor at the site of work, storage area of materials and equipment and temporary access roads within his working area.

The contractor shall obtain written approval of the Engineer-in-charge to the lighting scheme and place of tapping prior to its installation.

The contractor shall plan his operations so as to avoid interference with the other Departmental works, other contractors or Sub-Contractors at the site. In case of any interference, necessary coordination shall be sought by the contractor from the Department for safe and smooth working.

The Contractor and his sub-contractor, if any shall comply with the instructions given by the Safety Engineer or his authorized nominee regarding safety precautions, protective measures, house keeping requirements, etc. The Safety Engineer with due intimation to Engineer-in-Charge shall have the right to stop the work of the Contractor, if in his opinion proceeding with the work will lead to an unsafe and dangerous condition. Engineer-in-Charge shall get the unsafe condition removed or provide protective equipment at the contractors cost. The contractor can employ his own safety Engineer or nominate one of his officers for liaison with Departmental Safety Engineer for ensuring compliance of all safety rules. Contractor shall ensure that all his workmen are aware about the nature of risk involved in their work and have adequate training for carrying out their work safely. The contractor shall be held responsible for non-compliance of any of the safety measures and delays, implications, injuries, fatalities and compensation arising out of such situations of incidents.

### **3. TRAFFIC**

The contractor shall conduct his operations so as to interfere as little as possible with the use of existing roads at or near locations where the work is being performed.

When interference to traffic is inevitable, notice of such interference shall be given to the Engineer-in-charge well in advance (at least 48 hours) with the details of start of the work and time required, storage of materials, and details of the proposed methods of providing the required facilities for safe and continuous use of roads and obtain his clearance.

The contractor shall, at his own expense, make such approved temporary provisions as are required to maintain at least one lane of traffic by bridging the excavation, providing ramps over surface obstructions or providing suitable temporary by-pass around the obstructions. 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, sewerages, power or telecommunication lines or any other services or works. The contractor shall be required to provide and erect before works, substantial barricades, guard-rails, and warning signs. He shall furnish, place and maintain adequate warning lights, signals, etc., as required by Engineer-in-charge.

### **4. SAFE MEANS OF ACCESS**

Adequate and safe means of access and exit shall be provided for all work places, at all elevations. Using of scaffolding members (avoiding a ladder) for approach to high elevations shall not be permitted.

Suitable scaffolds shall be provided for workmen for all works that cannot safely be done from the ground, or from solid construction except such short duration work as can be done safely from ladders. Ladder shall be of rigid construction having sufficient strength for the intended loads and made either of good quality wood or metal and all ladders shall be maintained well for safe working condition. An extra mazdoor shall be engaged for holding the ladder if ladder is not securely fixed. If the ladder is used for carrying materials as well, suitable foot holds and hand holds shall be provided on the ladder. The ladder shall be given an inclination not steeper than 1 in 4 (1 horizontal and 4 vertical). Ladders shall not be used for climbing carrying materials in hands. While climbing both the hands shall be free.

Scaffolding or staging more than 3.5m above the ground or floor, swung or suspended from an overhead support or erected with stationary support shall have a standard guard rail properly attached, bolted, braced or otherwise secured at least 1.0m high above the floor or platform of such scaffolding or staging. The guard rail shall extend along the entire exposed length of the scaffolding with only such opening as may be necessary for the delivery of materials. Standard railing shall have posts not more than 2m apart and an intermediate rail halfway between the floor or platform of the scaffolding and the top rail. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure. Scaffolding and ladder shall conform to relevant IS specification (IS: 3696-1966). Timber/Bamboo scaffolding shall not be used.

Working platforms of scaffolds shall have to boards at least 15cm in height to prevent materials from falling down.

A sketch of the scaffolding proposed to be used shall be prepared and approval of the Engineer-in-Charge obtained prior to start of erection of scaffolding. All scaffolds shall be examined by Engineer-In-Charge before use.



Working platform, gangways and stairways shall be so constructed that they shall not sag unduly or unequally and if the height of the platform or gangway or stairway is more than 3.5m above ground level or floor level, they shall be closely boarded, shall have adequate width for easy movement of persons and materials and shall be suitably guarded as described in 3.3 above.

The Planks used for working platform shall not project beyond the end supports to a distance exceeding four times the thickness of the planks used. The planks shall be rigidly tied at both ends to prevent sliding and slippage. The thickness of the planks shall be adequate to take load of men and materials and shall not collapse.

Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent fall of persons or materials by providing suitable fencing or railing, the minimum height of which shall be 1.0m, along with 15 cm high sheet obstruction at floor level along the railing.

Safe means of access shall be provided to all working platforms and other elevated working places. Every ladder shall be securely fixed. No single portable ladder shall be over 9m in length. For ladders up to 3m in length the width between side rails in the ladder shall in no case be less than 300mm. For longer ladders this width shall be increased by at least 20mm for each additional metre of length. Step spacing shall be uniform and shall not exceed 300 mm.

Adequate precautions shall be taken to prevent danger from electrical lines and equipment. No scaffolding, ladder, working platform, gangway runs, etc. shall exist within 3 metres of any un-insulated electric wire. Whenever electric power and lighting cables are required to run through, (pass on) the scaffolding or electrical equipments are used, such scaffolding structures shall have minimum two earth connections with earth continuity conforming to IS code of practice.

#### **5. PERSONAL PROTECTIVE EQUIPMENT:**

All necessary personal protective equipment as considered necessary by the Engineer-in-charge shall be kept available by contractor for the use of the persons employed on the site and maintained in a condition suitable for immediate use. Also the contractor shall take adequate steps to ensure proper use of equipment by those concerned. The personal protective equipments are to be provided by the contractor.

- a) All persons employed at the Zonal workshop shall use safety helmets. For other types of works, persons working in that area shall also use safety helmets, if advised by safety Engineer/Engineer-in-charge.
- b) Persons engaged in welding and gas cutting works shall use suitable welding face shields. The persons who assist the welders shall use suitable goggles. Protective goggles shall be worn while chipping and grinding.
- c) All persons working at heights more than 3 m above ground or floor and exposed to risk of falling down shall use safety belts, unless otherwise protected by cages, guard railings, etc. In places where the use of safety belts is impractical, suitable net of adequate strength fastened to substantial supports shall be employed.
- d) All powered two-wheeler motorcycle and scooter drivers and their pillion riders shall wear crash helmets inside the project/plant sites.

## **6. PAINTING**

The Contractor shall not employ women on the work of painting with products containing lead in any form. Only men above the age of 18 years shall be employed on the work with lead paint. The following precautions shall be taken during the work.

- Supplied air respirators shall be provided for use by the workers when paint is applied in the form of spray, or a surface having lead paint is dry rubbed or scraped.
- Overalls shall be supplied by the contractors to the workmen and adequate facilities shall be provided to enable the painters to wash at the cessation of work.
- All painting jobs, especially those in which lead paints are used shall be kept under industrial hygiene surveillance.
- Smoking, open flames or sources of ignition shall not be allowed in places where paints and other flammable substances are stored, mixed or used. A caution board, with the instructions written in national/regional language, “SMOKING IS STRICTLY PROHIBITED” shall be displayed in the vicinity where painting is in progress or where paints are stored. Symbols shall also be used for caution boards.
- Suitable fire extinguishers/sand buckets shall be kept available at places where flammable paints are stored, handled or used.
- When painting work is done in a closed room or in a confined space, adequate ventilation shall be provided. If adequate ventilation cannot be provided, workers shall wear suitable respirators.
- Epoxy resins and their formulations used for painting shall not be allowed to come in contact with the skin. The workers shall use plastic gloves and/or suitable barrier creams.
- Adequate ventilation shall be provided especially when working with hot resin mixes.
- Increased personal hygiene shall be practiced to control inadvertent contact with the resin and eliminate its effects.
- Workers shall thoroughly wash hands and feet before leaving the work. Work clothes be changed and laundered frequently.

## **7. LIFTING MACHINES AND TACKLES**

Use of lifting machines and tackles including their attachments, anchorage and supports shall conform to the following standards or conditions.

- a) Lifting machines and tackles shall be of good mechanical construction, sound material and adequate strength and free from any defects and shall be kept in good repair and in good working order. Every rope used in hoisting or lowering materials or as a means of suspension shall be of good quality and adequate strength and free from any defect.
- b) Every crane operator or lifting appliance operator shall be properly qualified. No person under the age of 21 years shall be in charge of any hoisting machine or give signal to operator of such machine.
- c) In case of every lifting machine (and of every chain, ring, hook, shackle, swivel and pulley block used in hoisting or as means suspension) the safe working load shall be ascertained and clearly marked. In case of a lifting 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. This shall be approved by the Safety Engineer.
- d) In case of departmental machines, the safe working load shall be notified by the Engineer-in-charge. As regards Contractor’s machines, the contractor 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 Engineer-in-charge, supported by a valid test certificate by the competent person.

- e) Thorough inspection and load testing of lifting machines and tackles shall be done by a competent person at least once every 12 months and records of such inspection and testing shall be maintained.

f)

Motors, gearing transmission, couplings, belts, chain drives and other moving parts of hoisting appliances shall be provided with adequate safeguards. Hoisting appliances shall be provided with such means as will reduce to the minimum the risk of any part of a suspended load becoming accidentally displaced or lowered.

## **8. WELDING AND GAS CUTTING**

Welding and gas cutting operations shall be done only by qualified and authorized persons and as per IS Specifications and code of Practice.

Welding and gas cutting shall not be carried out in places where flammable or combustible materials are kept and where there is danger of explosion due to presence of gaseous mixtures.

Welding and gas cutting equipment including hoses and cables shall be maintained in good condition.

Barriers shall be erected to protect other persons from harmful rays from the work. When welding or gas cutting is done in elevated positions, precautions shall be taken to prevent sparks or hot metal falling on persons or flammable materials.

Suitable type of protective clothing consisting of fire resistant gauntlet gloves, leggings, boots and aprons shall be provided to workers as protection from heat and hot metal splashes. Welding shields with filter glasses of appropriate shade shall be worn as face protection.

Adequate ventilation shall be provided while welding in confined space or while brazing, cutting or welding zinc, brass, bronze, galvanized or lead coated materials.

Welding and gas cutting shall not be done on drums, barrels, tanks or other containers unless they have been emptied, cleaned thoroughly and it is made certain that no flammable material is present.

Fire extinguisher shall be available near the location of welding operations. Fire safety permit shall be obtained for working at vulnerable areas and operating areas before flame cutting/welding is taken up.

For electric (Arc) welding the following additional safety precautions shall be taken:

- I) When electrical welding is undertaken near pipe lines carrying flammables, such pipe lines shall not be used as part of earth conductor but a separate earth conductor shall be connected to the machine directly from the job.
- II) Personnel contact with the electrode or other live parts of electric welding equipment shall be avoided.
- III) Extreme caution shall be exercised to prevent accidental contact of electrodes with ground.
- IV) The welding cables shall not be allowed to get entangled with power cables. It shall be ensured that the cables are not damaged by movement of materials.

## **9. GRINDING**

All portable grinders shall be used only with their wheel guards in position to reduce the danger from flying fragments should the wheel break during the use. Grinding wheels of specified diameter only shall be used on a grinder-portable or pedestal-in order not to exceed the prescribed peripheral speed. Goggles shall be used during grinding operation.

## **10. HOUSE KEEPING**

The contractor shall at all times keep his work spot, site office and surroundings clean and tidy from rubbish, scrap, surplus materials and unwanted tools and equipment. Welding and other electrical cables shall be so routed as to allow safe traffic by all concerned.

No materials on any of the sites of work shall be so stacked or placed as to cause danger or inconvenience to any person or the public. The Engineer-in-charge may require the contractor to remove any materials which are considered to be of danger or cause inconvenience to the public. If necessary, the Engineer-in-charge may cause them to be removed at the contractor's cost. At the completion of the work, the Contractor shall have removed from the work premises all scaffoldings, surplus materials, rubbish and all huts and sanitary arrangements used/installed for his workmen on the site.

The Engineer-in-charge has the right to stop work if the Contractor fails to improve upon the housekeeping after having been notified.

## **11. FIRE SAFETY**

All necessary precautions shall be taken to prevent outbreak of fires at the Zonal Workshop. Adequate provisions shall be made to extinguish fires should they still break out.

- a) Quantities of combustible materials like timber, bamboos, coal, paints, etc., shall be the minimum required in order to avoid unnecessary accumulation of combustibles at site.
- b) Containers of paints, thinners and allied materials shall be stored in a separate room which shall be well ventilated and free from excessive heat, sparks, flame or direct rays of the sun. The containers of paint shall be kept covered or properly fitted with lid and shall not be kept open except while using.
- c) Fire extinguishers as approved by the Engineer-in-charge shall be located at the Workshop site at appropriate places.
- d) Adequate number of contract workmen shall be given education and training in fire fighting and extinguishing methods.

## **12. SAFETY WORK PERMIT**

In order to ensure safety of work for hazardous operation (such as entry into confined spaces, welding/ cutting on equipment/pipes where explosion hazard is present, works on high voltage and main medium voltage lines, blasting etc.,)

Special Safety work permits (SWP) shall be raised. The SWP's shall also to be obtained for any other work as recommended by Safety Engineer.

The Contractor shall strictly ensure all the safety conditions and requirements stipulated in the Safety work permit. The decision of the Safety Engineer shall be final in this regard.

## **13. WORK IN RADIATION AREA**

The contractor shall follow the stipulated procedure regarding work in the radiation area and other works related with radiography.

#### **14. MEDICAL FACILITIES**

The contractor shall arrange adequate facilities for medical aid and treatment for his staff and workers engaged on the work site including the first-aid facilities if they are not available at the project site. First-aid appliances including sterilized dressing, cotton wool and antiseptic cream shall be made available at readily accessible places at every work site. These shall be maintained in good order under the charge of a responsible person

At large work places where hospital facilities are not available within easy reach of the works, first-aid posts shall be established and be manned by a trained compounder. An ambulance shall be available during the entire period of work for attending to injury cases.

#### **15. SAFETY OFFICER/SAFETY COORDINATOR**

The contractor shall have a Safety Officer or a supervisor to be designated as a Safety Coordinator in order to specifically look into the implementation of different safety requirements of the contract work. The person thus designated will in general co-ordinate with the Engineer-in-charge on matters of safety and in particular ensure that the Safety Guide is complied with fully. His name shall be displayed on the Notice Board at a prominent place at the work site.

#### **16. REPORTING OF ACCIDENT**

All accidents leading to property damage and/or personnel injuries shall be reported to the Engineer-in-charge immediately who shall inform SARCOP to be followed up with detailed accident reports in prescribed form. Contractor shall also submit a monthly statement of accidents to Engineer-in-charge by 4th of every month showing details of accident, nature of injury including disability, days lost, treatment required, etc., and the extent of property damage.

#### **17. PUBLIC PROTECTION**

The Contractor shall make all necessary provisions to protect the public. He shall be bound to bear the expenses for defence of every action or other proceedings at law that may be brought by any person for injury sustained owing to neglect of any precaution required to taken to be protect the public. He shall pay any damage and cost which may be awarded in any such suit, action or proceeding to any such person, or the amount which may be fixed as a compromise by any such person.

#### **18. OTHER STATUTORY PROVISIONS**

Notwithstanding the above clauses from 1 to 17 there is nothing in these to exempt the Contractor from the provisions of any other Act or Rules in force in the Republic of India. In particular all operations involving the transport, handling, storage and use of explosives shall be as per the standing instructions and conform with the Indian Explosives Act, 1884 and the explosive Rules, 1983. Handling, transport, storage and use of compressed gas cylinders and pressure vessels shall conform with the Gas Cylinder Rules 1981 and Static and Mobile Pressure Vessels (Unfired) Rules 1981. In addition, The Indian Electricity act 1910 and Indian Electricity Rules 1956, the Atomic Energy Act, 1962, the Radiation Protection Rules, 1971, Radiation Protection Manual of Nuclear Facilities and the Atomic Energy (Factories) Rules, 1988 and various rules and Act related to mining shall also be strictly complied with.

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## **PART III B**

### **PROCEDURE FOR OCCURRING TO CONTRACTOR'S WORKMEN, PROVIDING MEDICAL FACILITIES AND PAYMENT OF COMPENSATION**

IIIB 1.0 The accident reporting procedures shall be followed promptly, in all cases of accidents to workmen.

IIIB 2.0 As per Section-10 of the Workmen's Compensation Act 1923, the Contractor shall within 7 days of the death or serious bodily injury of a workman send a report to the Commissioner giving the circumstances attending the death or serious bodily injury. (Serious bodily injury' means an injury which involves or in all probability will involve, the permanent loss of the use of, or permanent injury to, any limb, or the permanent loss of or injury to the sight or hearing, or the fracture of any limb, or the enforced absence of the injured person from work for a period exceeding 20 days).

IIIB 3.0 The Contractor shall be aware of the provisions of the Workmen's Compensation Act 1923, and shall report cases of death/serious bodily injuries to the Commissioner for Workmen's Compensation Act as well as Chief Administrative Officer and Safety Engineer. The Contractor shall deposit the compensation amount, if any, payable to the workman with the Commissioner.

IIIB 4.0 The Contractor shall take all steps for the treatment of the injured to the satisfaction of the Principal Employer.

IIIB 5.0 The Contractor shall send a report periodically about the status of the injured.

IIIB 6.0 In the cases of injuries which have been cured, the Site Engineer will obtain from the workman concerned, in person, in the presence of the Contractor, a statement to the effect that he/she has been cured and is free from any disability for which compensation is payable and no claim is pending from the Contractor on account of the accident.

IIIB 7.0 If any claim from the Contractor's workman is pending for settlement, the payment due to the Contractor from the Department shall be withheld by the Accounts Officer on the advice of the Site Engineer executing the Contract. The copy of this advice shall be sent to the Chief Administrative Officer and Safety

## **PART-III C**

### **CONTROL OF WORKS – AERB SAFETY GUIDELINES**

CONTROL OF WORKS – AERB SAFETY GUIDELINES NO: AERB/NRF/SG/IS-1 (Rev-1) - PART-B shall be applicable for this work.

**PART-IV**  
**CONDITIONS OF CONTRACT**

**Clause 1 : Performance Guarantee**

(i) The contractor shall submit an irrevocable Performance Guarantee of 3% (Three percent) of the tendered amount in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement, (not withstanding and/or without prejudice to any other provisions in the contract) within period specified in Schedule 'F' from the date of issue of letter of intent. This period can be further extended by the Engineer-in-Charge up to a maximum period as specified in Schedule 'F' on written request of the contractor stating the reason for delays in procuring the Performance Guarantee, to the satisfaction of the Engineer-in-Charge. This guarantee shall be in the form of Cash (in case guarantee amount is less than Rs. 10,000/-) or Deposit at Call receipt of any scheduled bank/Banker's Cheque of any scheduled bank/Demand Draft of any scheduled bank/Pay Order of any scheduled bank (in case guarantee amount is less than Rs. 1,00,000/-) or Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the form annexed hereto. In case a fixed deposit receipt of any Bank is furnished by the contractor to the Government as part of the performance guarantee and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the Government to make good the deficit.

(ii) The Performance Guarantee shall be initially valid up to the stipulated date of completion plus minimum 60 days beyond that. In case the time for completion of work gets enlarged, the contractor shall get the validity of Performance Guarantee extended to cover such enlarged time for completion of work. After recording of the completion certificate for the work by the competent authority, the performance guarantee shall be returned to the contractor, without any interest. However, in case of contracts involving maintenance of building and services/any other work after construction of same building and services/other work, then 50% of Performance Guarantee shall be retained as Security Deposit. The same shall be returned year wise proportionately.

(iii) The Engineer-in-Charge shall make a claim under the performance guarantee except for amounts to which the President of India is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:

(a) Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer-in-Charge may claim the full amount of the Performance Guarantee.

(b) Failure by the contractor to pay President of India any amount due, either as agreed by the contractor or determined under any of the Clauses/Conditions of the agreement, within 30 days of the service of notice to this effect by Engineer-in-Charge.

(iv) In the event of the contract being determined or rescinded under provision of any of the Clause/Condition of the agreement, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of the President of India.

(v) On substantial Completion of any work which has been completed to such an extent that the intended purpose of the work is met and ready to use, then a provisional Completion certificate shall be recorded by the Engineer-in-Charge. The provisional certificate shall have appended with a list of outstanding balance item of work that need to be completed in accordance with the provisions of the contract.

This provisional completion certificate shall be recorded by the concerned Engineer-in-Charge with the approval of Superintending Engineer / Chief Engineer, FRTG, if required. After recording of the provisional



Completion Certificate for the work by the competent authority, the 80% of performance guarantee shall be returned to the contractor, without any interest.

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

**Format of PERFORMANCE SECURITY BANK GUARANTEE BOND**

In consideration of the President of India (hereinafter called "The Government") having agreed under the terms and conditions of agreement No.....Dated.....made between..... and..... (hereinafter called "the said contractor(s)").....For the work ..... (hereinafter called "the said agreement") having agreed to production of a irrevocable Bank Guarantee for Rs.....(Rupees .....only) as a security / guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement.

1. We..... (*indicate the name of the bank*).....(hereinafter referred to as the "the Bank") hereby undertake to pay to the Government an amount not exceeding Rs.....only on demand by the Government.

2. We.....(*indicate the name of the bank*) do hereby under take to pay the amounts due and payable under this Guarantee without any demure, merely on a demand from the Government stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor(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 Government any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractor(s) shall have no claims against us for making such payment.

4. We.....(*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 performance of the said agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Engineer-in-Charge on behalf of the Government certifies that 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.....(*Name of Bank*)..... further agree with the Government that the Government 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 Government against the said contractor(s) and forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor(s) or for any forbearance, act of omission on the part of the Government or any indulgence by the Government to the said

contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This Guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).

7. We.....(*Name of Bank*)..... lastly undertake not to revoke this Guarantee except with the previous consent of the Government in writing.

8. This Guarantee shall be valid up to ..... unless extended on demand by Government. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs..... (Rupees.....only) and unless a claim in writing is lodged with us within six months of date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.

Notwithstanding anything contained herein:

- (i) Our liability under this Bank Guarantee shall not exceed Rs..... (Rupees.....only) This Bank Guarantee is valid up to .....
- (ii) We are liable to pay the Guarantee amount or any part thereof under this Bank Guarantee only if serve up on us written claim or demand on or before .....

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

#### **Clause 1 A : Recovery of Security Deposit**

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

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

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

shall be extended from time to time depending upon extension of contract granted under provisions of clause 2 and clause 5.

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

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

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

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

## **Clause 2 : Compensation for Delay**

If the contractor fails to maintain the required progress in terms of clause 5 or to complete the work and clear the site on or before the contract or justified extended date of completion as per clause 5 (excluding any extension under Clause 5.5) as well as any extension granted under clauses 12 and 15, he shall, without prejudice to any other right or remedy available under the law to the Government on account of such breach, pay

as compensation the amount calculated at the rates stipulated below as the authority specified in schedule 'F' may decide on the amount of accepted Tendered Value of the work for every completed day / month (as determined) that the progress remains below that specified in Clause 5 or that the work remains incomplete.

(i) Compensation for delay of work : With maximum rate @ 1% (one percent) per month of delay to be computed on per day basis based on quantum of damage suffered due to stated delay on the part of Contractor.

Provided always that the total amount of compensation for delay to be paid under this condition shall not exceed 10 % (ten percent) of the accepted Tendered Value of work or of the accepted Tendered Value of the Sectional part of work as mentioned in Schedule 'F' for which a separate period of completion is originally given.

In case no compensation has been decided by the authority in Schedule 'F' during the progress of work, this shall be no waiver of right to levy compensation by the said authority if the work remains incomplete on final justified extended date of completion. If the Engineer-in-Charge decides to give further extension of time allowing performance of work beyond the justified extended date, the contractor shall be liable to pay compensation for such extended period. If any variation in amount of contract takes place during such extended period beyond justified extended date and the contractor becomes entitled to additional time under clause 12, the net period for such variation shall be accounted for while deciding the period for levy of compensation. However, during such further extended period beyond the justified extended period, if any delay occurs by events under sub clause 5.2, the contractor shall be liable to pay compensation for such delay.

Provided that compensation during the progress of work before the justified extended date of completion for delay under this clause shall be for non-achievement of sectional completion or part handing over of work on stipulated/justified extended date for such part work or if delay affects any other works/services. This is without prejudice to right of action by the Engineer-in-Charge under clause 3 for delay in performance and claim of compensation under that clause.

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

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

### **Clause 3 : When Contract can be Determined**

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

- (i) If the contractor having been given by the Engineer-in-Charge a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in an inefficient or otherwise improper or un-workman like manner shall omit to comply with the requirement of such notice for a period of seven days thereafter.
- (ii) If the contractor has, without reasonable cause, suspended the progress of the work or has failed to proceed with the work with due diligence and continues to do so after a notice in writing of seven days from the Engineer-in-Charge.
- (iii) If the contractor fails to complete the work or section of work with individual date of completion on or before the stipulated or justified extended date, on or before such date of completion; and the Engineer-in-Charge without any prejudice to any other right or remedy under any other provision in the contract has given further reasonable time in a notice given in writing in that behalf as either mutually agreed or in absence of such mutual agreement by his own assessment making such time essence of contract and in the opinion of Engineer-in-Charge the contractor will be unable to complete the same or does not complete the same within the period specified.
- (iv) If the contractor persistently neglects to carry out his obligations under the contract and/or commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Engineer-in-Charge.
- (v) If the contractor shall offer or give or agree to give to any person in Government service or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract for Government.
- (vi) If the contractor shall enter into a contract with Government in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and the terms of payment thereof have been previously disclosed in writing to the Engineer-in-Charge.

(vii) If the contractor had secured the contract with Government as a result of wrong tendering or other non-bonafide methods of competitive tendering or commits breach of Integrity Agreement.

(viii) If the contractor being an individual, or if a firm, any partner thereof shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purport so to do, or if any application be made under any Insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors.

(ix) If the contractor being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.

(x) If the contractor shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days.

(xi) If the contractor assigns (excluding part(s) of work assigned to other agency(s) by the contractor as per terms of contract), transfers, sublets (engagement of labour on a piece-work basis or of labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or otherwise parts with or attempts to assign, transfer, sublet or otherwise parts with the entire works or any portion thereof without the prior written approval of the Engineer-in-Charge. When the contractor has made himself liable for action under any of the cases aforesaid, the Engineer-in-Charge on behalf of the President of India shall have powers:

(a) To determine the contract as aforesaid so far as performance of work by the Contractor is concerned (of which determination notice in writing to the contractor under the hand of the Engineer-in-Charge shall be conclusive evidence). Upon such determination, Security Deposit already recovered, Security deposit payable and Performance Guarantee under the contract shall be liable to be forfeited and shall be absolutely at the disposal of the Government

(b) After giving notice to the contractor to measure up the work of the contractor and to take such whole, or the balance or part thereof, as shall be un-executed out of his hands and to give it to another contractor to complete the work. The contractor, whose contract is determined as above, shall not be allowed to participate in the tendering process for the balance work including any new items needed to complete the work. In the event of above courses being adopted by the Engineer-in-Charge, the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any materials or entered into any engagements or made any advances on account or with a view to the execution of the work or the performance of the contract. And in case action is taken under any of the provision aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work thereof or actually performed under this contract unless and until the Engineer-in-Charge has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

### **Clause 3A:**

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

(i) If the Tendered value of work is up to Rs. 1 Crore : 15 days

- (ii) If the Tendered value of work is more than Rs. 1 Crore and upto Rs.10 Crore : 21 days
- (iii) If the Tendered value of work exceeds Rs. 10 Crore : 30 days

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

**Clause 4: Contractor liable to pay compensation even if action not taken under Clause 3**

In any case in which any of the powers conferred upon the Engineer-in-Charge by Clause-3 thereof, shall have become exercisable and the same are not exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any future case of default by the contractor and the liability of the contractor for compensation shall remain unaffected. In the event of the Engineer-in-Charge putting in force all or any of the powers vested in him under the preceding clause he may, if he so desires after giving a notice in writing to the contractor, take possession of (or at the sole discretion of the Engineer-in-Charge which shall be final and binding on the contractor) use as on hire (the amount of the hire money being also in the final determination of the Engineer-in-Charge) all or any tools, plant, materials and stores, in or upon the works, or the site thereof belonging to the contractor, or procured by the contractor and intended to be used for the execution of the work/or any part thereof, paying or allowing for the same in account at the contract rates, or, in the case of these not being applicable, at current market rates to be certified by the Engineer-in-Charge, whose certificate thereof shall be final, and binding on the contractor, clerk of the works, foreman or other authorized agent to remove such tools, plant, materials, or stores from the premises (within a time to be specified in such notice) in the event of the contractor failing to comply with any such requisition, the Engineer-in-Charge may remove them at the contractor's expense or sell them by auction or private sale on account of the contractor and his risk in all respects and the certificate of the Engineer-in-Charge as to the expenses of any such removal and the amount of the proceeds and expenses of any such sale shall be final and conclusive against the contractor.

**Clause 5: Time and Extension for Delay**

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

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

(a) Schedule of handing over of site as specified in the Schedule 'F'

(b) Schedule of issue of designs as specified in the Schedule 'F' ,

(i) the Contractor shall submit a Time and Progress Chart for each mile stone. The Engineer-in-Charge may within 7 (seven) working days thereafter, if required modify, and communicate the program approved to the contractor failing which the program submitted by the contractor shall be deemed to be approved by the Engineer-in-Charge. The work programme shall include all details of balance drawings and decisions required to complete the contract with specific dates by which these details are required by contractor without causing any delay in execution of the work. The Chart shall be prepared in direct relation to the time stated in the Contract documents for completion of items of the works. It shall indicate the forecast of the dates of commencement and completion of various trades of sections of the work and may be amended as necessary by agreement between the Engineer-in-Charge and the Contractor within the limitations of time imposed in the Contract documents

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

(iii) The approval by the Engineer-in-Charge of such programme shall not relieve the contractor of any of the obligations under the contract.

(iv) The contractor shall submit the Time and Progress Chart and progress report using the mutually agreed software or in other format decided by Engineer-in-Charge for the work done during previous month to the Engineer-in-Charge on or before 5th day of each month failing which a recovery as per Schedule 'F' to be decided by the NIT approving authority shall be made on per week or part basis in case of delay in submission of the monthly progress report.

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

(i) Force majeure, or

(ii) Abnormally bad weather, or

(iii) Serious loss or damage by fire, or

(iv) Civil commotion, local commotion of workmen, strike or lockout, affecting any of the trades employed on the work, or

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

(vi) Any other cause like above which, in the reasoned opinion of the Engineer-in-Charge is beyond the Contractor's control, or

(vii) non-availability of stores, which are the responsibility of Government to supply, or

(viii) Non-availability or break down of tools and plant to be supplied or supplied by Government.

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

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

5.3 In case the work is hindered by the Department or for any reason / event, for which the Department is responsible, the authority as indicated in Schedule 'F' shall, if justified, give a fair and reasonable extension of time and reschedule the mile stones for completion of work Such extension of time or rescheduling of milestone/s shall be without prejudice to any other right or remedy of the parties in contract or in law; provided further that for concurrent delays under this sub clause and sub clause 5.2 to the extent the delay is covered under sub clause 5.2 the contractor shall be entitled to only extension of time and no damages.

5.4 Request for rescheduling of Mile stones or extension of time, to be eligible for consideration, shall be made by the Contractor in writing within fourteen days of the happening of the event causing delay on the prescribed forms i.e. Form of application by the contractor for seeking rescheduling of milestones or Form of application by the contractor for seeking extension of time (Appendix – XVI) respectively to the authority as indicated in Schedule 'F'. The Contractor shall indicate in such a request the period by which rescheduling of milestone/s or extension of time is desired. With every request for rescheduling of milestones, or if at any time the actual progress of work falls behind the approved programme by more than 10% of the stipulated period of completion of contract, the contractor shall produce a revised programme which shall include all details of pending drawings and decisions required to complete the contract and also the target dates by which these

details should be available without causing any delay in execution of the work. A recovery as specified in Schedule 'F' shall be made on per day basis in case of delay in submission of the revised programme.

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

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

***APPENDIX – XVI : Form of application by the Contractor for seeking Extension of Time***

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

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

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

*Submitted to the Authority indicated in Schedule 'F' With copy to the Engineer-in-Charge*



*Signature of Contractor*

*Dated .....*

**Clause 6: Computerized Measurement Book**

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

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

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

Whenever bill is due for payment, the contractor would initially submit draft computerized measurement sheets and these measurements would be got checked/test checked from the Engineer-in-Charge and/or his authorized representative. The contractor will, thereafter, incorporate such changes as may be done during these checks/test checks in his draft computerized measurements, and submit to the department a computerized measurement book, duly bound, and with its pages machine numbered. The Engineer-in-Charge and/or his authorized representative would thereafter check this MB, and record the necessary certificates for their checks/test checks.

The final, fair, computerized measurement book given by the contractor, duly bound, with its pages machine numbered, should be 100% correct, and no cutting or over-writing in the measurements would thereafter be allowed. If at all any error is noticed, the contractor shall have to submit a fresh computerized MB with its pages duly machine numbered and bound, after getting the earlier MB cancelled by the department. Thereafter, the MB shall be taken in the SE / CE office, and allotted a number as per the Register of Computerized MBs. This should be done before the corresponding bill is submitted to the Accounts Office for payment. The contractor shall submit two spare copies of such computerized MB's for the purpose of reference and record by the various officers of the department.

The contractor shall also submit to the department separately his computerized Abstract of Cost and the bill based on these measurements, duly bound, and its pages machine numbered along with two spare copies of the "bill. Thereafter, this bill will be processed by the Accounts Office and allotted a number as per the computerized record in the same way as done for the measurement book meant for measurements.

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

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

The contractor shall give not less than seven days' notice to the Engineer-in-Charge or his authorized representative in charge of the work before covering up or otherwise placing beyond the reach of checking and/or test checking the measurement of any work in order that the same may be checked and/or test checked

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

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

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

**Clause 7 : Payment on intermediate certificate to be regarded as Advances**

No payment shall be made for work, estimated to cost Rs. Two lakhs or less till after the whole of the work shall have been completed and certificate of completion given. For works estimated to cost over Rs. Two lakhs the interim or running account bills shall be submitted by the contractor for the work executed on the basis of such recorded measurements on the format of the Department in triplicate on or before the date of every month fixed for the same by the Engineer-in-Charge. The contractor shall not be entitled to be paid any such interim payment if the gross work done together with net payment/adjustment of advances for material collected, if any, since the last such payment is less than the amount specified in Schedule 'F', in which case the interim bill shall be prepared on the appointed date of the month after the requisite progress is achieved. Engineer-in-Charge shall arrange to have the bill verified by taking or causing to be taken, where necessary, the requisite measurements of the work. In the event of the failure of the contractor to submit the bills, no claims whatsoever due to delays on payment including that of interest shall be payable to the contractor. Payment on account of amount admissible shall be made by the Engineer-in-Charge certifying the sum to which the contractor is considered entitled by way of interim payment at such rates as decided by the Engineer-in-Charge. The amount admissible shall be paid by 10th working day after the day of presentation of the bill by the Contractor to the Engineer-in-Charge or his Authorized Engineer together with the account of the material issued by the department, or dismantled materials, if any. In the case of works outside the headquarters of the Engineer-in-Charge, the period of ten working days will be extended to fifteen working days.

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

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

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

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

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

#### **Clause 7A**

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

#### **Clause 8: Completion Certificate and Completion Plans**

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

#### **Clause 8 A: Completion Plans to be submitted by the Contractor**

The contractor shall submit completion plans for Internal and External Civil, Electrical and Mechanical Services within thirty days of the completion of the work, provided that the service plans having been issued

for execution by the Engineer-in-Charge, unless the contractor, by virtue of any other provision in the contract, is required to prepare such plans

In case, the contractor fails to submit the completion plan as aforesaid, he shall be liable to pay a sum of 0.1 % (zero point one percent) of accepted Tendered Value or limit prescribed in Schedule 'F' whichever is more as may be fixed by the authority as mentioned in Schedule 'F' and in this respect the decision of the that authority shall be final and binding on the contractor.

#### **Clause 9: Payment of Final Bill**

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

- |   |            |
|---|------------|
| (a) If the Tendered value of work is up to 1 Crore                              | : 2 months |
| (b) If the Tendered value of work is more than Rs. 1 Crore and uptoRs. 10 Crore | : 3 months |
| (c) If the Tendered value of work exceeds Rs. 10 Crore                          | : 6 months |

#### **Clause 9A : Payment of Contractor's Bills to Banks**

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

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

#### **Clause 10: Materials supplied by Government**

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

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

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

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

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

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

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

#### **Clause 10A : Materials to be provided by the Contractor**

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

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

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

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

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

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

#### **Clause 10B : Secured Advance on Materials**

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

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

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

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

Before any installment of advance is released, the contractor shall execute a Bank Guarantee Bonds not more than 6 in number from Scheduled Bank for the amount equal to 110% of the amount of advance and valid for the period till recovery of advance. This (Bank Guarantee from Scheduled Bank for the amount equal to 110% of the balance amount of advance) shall be kept renewed from time to time to cover the balance amount and likely period of complete recovery.

(iii) Interest & Recovery The mobilization advance in (ii) above bear simple interest at the rate of 10 percent per annum and shall be calculated from the date of payment to the date of recovery, both days inclusive, on the outstanding amount of advance. Recovery of such sums advanced shall be made by the deduction from the contractors bills commencing after first ten percent of the gross value of the work is executed and paid, on pro-rata percentage basis to the gross value of the work billed beyond 10% in such a way that the entire advance is recovered by the time eighty percent of the gross value of the contract is executed and paid, together with interest due on the entire outstanding amount up to the date of recovery of the installment.

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

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

If after submission of tender, if the price of any material incorporated in the work (excluding the material covered under clause 10 CA and/or wages of labour increases as a direct result of the coming into force of any fresh law or statutory rule or order (but not due to any variation of rate in GST applicable on such material(s) being considered under this clause) beyond the prices/wages prevailing at the time of the last stipulated date of receipt of tenders including extensions, if any, for the work during contract period including the justified period extended under the provisions of clause 5 of the contract without any action under clause 2, then the amount of the contract shall accordingly be varied.

If after submission of the tender, the price of any material incorporated in the works (excluding the materials covered under Clause 10CA and/or wages of labour as prevailing at the time of last stipulated date of receipt of tender including extensions, if any, is decreased as a direct result of the coming into force of any fresh law or statutory rules or order (but not due to any variation of rate in GST applicable on such material (s) being considered under this clause), Government shall in respect of materials incorporated in the works (excluding the materials covered under Clause 10CA and/or labour engaged on the execution of the work after the date of

coming into force of such law, statutory rule or order be entitled to deduct from the dues of the contractor, such amount as shall be equivalent to the difference between the prices of the materials and/or wages as prevailed at the time of the last stipulated date for receipt of tenders including extensions if any for the work and the prices of materials and/or wages of labour on the coming into force of such law, statutory rule or order. This will be applicable for the contract period including the justified period extended under the provisions of clause 5 of the contract without any action under clause 2.

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

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

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

#### **Clause 10CA: Payment due to variation in prices of materials after receipt of tender**

If after submission of the tender, the price of materials specified in Schedule 'F' increases/decreases beyond the base price(s) as indicated in Schedule 'F' for the work, then the amount of the contract shall accordingly be varied and provided further that any such variations shall be effected for stipulated period of Contract including the justified period extended under the provisions of Clause 5 of the Contract without any action under Clause 2.

However for work done/during the justified period extended as above, it will be limited to indices prevailing at the time of updated stipulated date of completion considering the effect of extra work (extra time to be calculated on pro-rata basis only as cost of extra work x stipulated period/tendered cost). If updated stipulated date of completion as calculated on pro- data basis does not cover full calendar month then indices will be considered or restricted to previous month.

The increase/decrease in prices of cement, steel reinforcement, structural steel, POL and other items shall be determined by the Price indices issued by the All India Wholesale Price Indices of materials as published by Economic Advisor to Government of India, Ministry of Commerce and Industry. Base price for cement, steel reinforcement, structural steel, POL and other items shall be as issued by competent authority inviting tender as indicated in Schedule 'F'. In case, price index of a particular material is not issued by Ministry of Commerce and Industry, then the price index of nearest similar material as indicated in Schedule 'F' shall be followed.

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

Adjustment for component of individual material

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

where,

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

**P** = Base Price of material as issued by competent authority inviting tender as indicated in Schedule 'F'.



**Q** = Quantity of material brought at site for bonafide use in the works since previous bill excluding any such quantity consumed in the deviated quantity of items beyond deviation limit and extra /substituted item, paid/to be paid at rates derived on the basis of market rate under clause 12.2.

**CIo** = Price index for cement, steel reinforcement bars structural steel, POL and other items as issued by the Economic Advisor to Government of India, Ministry of Industry and Commerce and corresponding to the time of base price of respective material indicated in Schedule 'F'.

**CI** = Price index for cement, steel reinforcement bars, structural steel, POL and other items as issued under the Economic Advisor to Government of India, Ministry of Industry and Commerce for period under consideration.

Note: (i) In respect of the justified period extended under the provisions of clause 5 of the contract without any action under clause 2, the index prevailing at the time of updated stipulated date of completion considering the effect of extra work (extra time to be calculated on pro-rata basis only as cost of extra work x stipulated period/ tendered cost) shall be considered.

Provided always that provisions of the preceding Clause 10 C shall not be applicable in respect of Materials covered in this Clause. If updated stipulated date of completion as calculated on pro- rata basis does not cover full calendar month then indices will be considered or restricted to previous month.

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

(iii) Cement mentioned wherever in this clause also includes Cement component used in RMC brought at site from outside approved RMC plants, if any.

(iv) The date wise record of ready mix concrete shall be kept in a register and the cement consumption for the same shall be calculated accordingly.

(v) If built-up steel items are brought at site from workshop, then the variation shall be paid for the structural steel up to the period when the built up item/finished product is brought at site.

**Clause 10CC : Payment due to Increase / Decrease in Prices / Wages (excluding materials covered under clause 10 CA) after Receipt of Tender for Works**

If the prices of materials (not being materials supplied or services rendered at fixed prices by the department in accordance with clause 10 & 31 thereof) and/or wages of labour required for execution of the work increase, the contractor shall be compensated for such increase as per provisions detailed below and the amount of the contract shall accordingly be varied, subject to the condition that such compensation for escalation in prices and wages shall be available only for the work done during the stipulated period of the contract including the justified period extended under the provisions of clause 5 of the contract without any action under clause 2. No such compensation shall be payable for a work for which the stipulated period of completion is equal to or less than the time as specified in Schedule 'F'. Such compensation for escalation in the prices of materials and labour, when due, shall be worked out based on the following provisions:-

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

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

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

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

- (c) Gross value of work done since previous quarter (A-B) : **(C)**
- (d) Full assessed value of Secured Advance (excluding materials Covered under Clause 10 CA) fresh paid in this quarter : **(D)**
- (e) Full assessed value of Secured Advance (excluding materials Covered under Clause 10 CA) recovered in this quarter : **(E)**
- (f) Full assessed value of Secured Advance for which escalation Payable in this quarter (D-E): **(F)**
- (g) Advance payment made during this quarter: **(G)**
- (h) Advance payment recovered during this quarter: **(H)**
- (i) Advance payment for which escalation is payable in this Quarter(G-H): **(I)**
- (j) Extra items/deviated quantities of items paid as per Clause 12 Based on prevailing market rates during this quarter: **(J)**

Then, **M = C+F+I-J**

**N = 0.85 M**

- k) Less cost of material supplied by the Department as per Clause 10 and recovered during the quarter. **(K)**
- l) Less cost of services rendered at fixed charges as per Clause 34 and recovered during the quarter **(L)**

Cost of work for which escalation is applicable

$$W = N - (K + L)$$

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

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

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

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

**V<sub>m</sub>**= Variation in material cost i.e. increase or decrease in the amount in rupees to be paid or recovered.

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

**X<sub>m</sub>** = Component of 'materials' (except cement, structural steel, reinforcement bars POL and other materials covered under clause 10CA) expressed as percent of the total value of work.

**MI** = All India Wholesale Price Index for civil component/electrical component\* of construction material as worked out on the basis of All India Wholesale Price Index for Individual Commodities/ Group Items for the period under consideration as published by Economic Advisor to Govt. of India, Ministry of Industry & Commerce and applying weightages to the Individual Commodities/Group Items. (In respect of the justified period extended under the provisions of clause 5 of the contract without any action under clause 2, the index prevailing at the time of updated stipulated date of completion considering the effect of extra work (extra time to be calculated on prorata basis only as cost of extra work x stipulated period/tendered cost, shall be considered.) If updated stipulated date of completion as calculated on pro- rata basis does not cover full calendar month then indices will be considered or restricted to previous month.

**MIo** = All India Wholesale Price Index for civil component/electrical component\*\* of construction material as worked out on the basis of All India Wholesale Price Index for Individual Commodities/Group Items valid on the last stipulated date of receipt of tender including extension, if any, as published by the Economic Advisor to Govt. of India, Ministry of Industry & Commerce and applying weightages to the Individual Commodities/Group items.

**\*\*Note:** *relevant component only will be applicable.*

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

(a) The compensation for escalation shall be worked out at quarterly intervals and shall be with respect to the cost of work done as per bills paid during the three calendar months of the said quarter. The dates of preparation of bills as finally entered in the Measurement Book by the Assistant Engineer/ date of submission of bill finally by the contractor to the department in case of computerized measurement books shall be the guiding factor to decide the bills relevant to the quarterly interval. The first such payment shall be made at the end of three months after the month (excluding the month in which tender was accepted) and thereafter at three months' interval. At the time of completion of the work, the last period for payment might become less than 3 months, depending on the actual date of completion.

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

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

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

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

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

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

**LI** : Minimum wage in rupees of an unskilled adult male mazdoor, fixed under any law, statutory rule or order as applicable on the last date of the quarter previous to the one under consideration. (In respect of the justified period extended under the provisions of clause 5 of the contract without any action under clause 2, the minimum wage prevailing on the last date of quarter previous to the quarter pertaining to updated stipulated date of Completion considering the effect of extra work (extra time to be calculated on prorata basis only as cost of extra work x stipulated period/tendered cost, shall be considered.) If updated stipulated date of completion as calculated on pro-rata basis does not cover full calendar month then indices will be considered or restricted to previous month.

**LI<sub>0</sub>** : Minimum daily wage in rupees of an unskilled adult male mazdoor, fixed under any law, statutory rule or order as on the last stipulated date of receipt of tender including extension, if any.

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

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

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

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

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

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

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

(ix) Provided always that:-

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

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

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

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

#### **Clause 10 D: Dismantled Material Govt. Property**

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

#### **Clause 11: Work to be Executed in Accordance with Specifications, Drawings, Orders etc.**

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

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

from the contract. The Contractor shall take full responsibility for adequacy, suitability and safety of all the works and methods of construction.

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

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

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

(i) In the proportion which the additional cost of the altered, additional or substituted work, bears to the original tendered value plus

(ii) 25% of the time calculated in (i) above or such further additional time as may be considered reasonable by the Engineer-in-Charge.

12.2 Deviation, Extra Items and Pricing: In the case of extra item(s) (items that are completely new, and are in addition to the items contained in the contract), the contractor may within fifteen days of receipt of order or occurrence of the item(s) submit market rate claim rates, supported by proper analysis which shall include invoices, vouchers etc. and Manufacturer's specification for the work failing which the rate approved later by the Engineer-in-Charge shall be binding and the Engineer-in-Charge shall within prescribed time limit of the receipt of the claims supported by analysis, after giving consideration to the analysis of the rates submitted by the contractor, determine the rates on the basis of the market rates and the contractor shall be paid in accordance with the rates so determined, failing which it will be deemed to have been approved.

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

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

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

Deviation, deviated Quantities, Pricing : In the case of contract items, substituted items, contract cum substituted items, which exceed the limits laid down in schedule 'F', the contractor may within fifteen days of receipt of order or occurrence of the excess, claim revision of the rates, supported by proper analysis for the work in excess of the above mentioned limits, provided that if the rates so claimed are in excess of the rates specified in the schedule of quantities, the Engineer-in-Charge shall within prescribed time limit of receipt of the claims supported by analysis, after giving consideration to the analysis of the rates submitted by the contractor, determine the rates on the basis of the market rates (as per invoice, vouchers from the

manufacturers or suppliers submitted by the agency and duly verified by Engineer in Charge or his representative) and the contractor shall be paid in accordance with the rates so determined.

The prescribed time limit for finalizing rates for Extra Item(s), Substitute Item(s) and Deviated Quantities of contract items is within 45 days after submission of proposal by the contractor without observation of the Engineer-in-Charge.

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

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

- (i) For Buildings : All works up to 1.2 metres above ground level or up to floor 1 level whichever is lower.
- (ii) For abutments, piers and well staining : All works up to 1.2 m above the bed level.
- (iii) For retaining walls, wing walls, compound walls, chimneys, over head reservoirs/tanks and other elevated structures : All works up to 1.2 metres above the ground level.
- (iv) For reservoirs/tanks (other than overhead reservoirs/tanks) : All works up to 1.2 metres above the ground level.
- (v) For basement: All works up to 1.2 m above ground level or up to floor 1 level whichever is lower.
- (vi) For Roads, all items of excavation and filling including treatment of sub base.

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

### **Clause 13: Foreclosure of contract due to Abandonment or Reduction in Scope of Work**

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

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

- (i) Any expenditure incurred on preliminary site work, e.g. temporary access roads, temporary labour huts, staff quarters and site office; storage accommodation and water storage tanks.
- (ii) Government shall have the option to take over contractor's materials or any part thereof either brought to site or of which the contractor is legally bound to accept delivery from suppliers (for incorporation in or incidental to the work) provided, however Government shall be bound to take over the materials or such portions thereof as the contractor does not desire to retain. For materials taken over or to be taken over by

Government, cost of such materials as detailed by Engineer-in-Charge shall be paid. The cost shall, however, take into account purchase price, cost of transportation and deterioration or damage which may have been caused to materials whilst in the custody of the contractor.

(iii) If any materials supplied by Government are rendered surplus, the same except normal wastage shall be returned by the contractor to Government at rates not exceeding those at which these were originally issued less allowance for any deterioration or damage which may have been caused whilst the materials were in the custody of the contractor. In addition, cost of transporting such materials from site to Government stores, if so required by Government, shall be paid.

(iv) Reasonable compensation for transfer of T & P from site to contractor's permanent stores or to his other works, whichever is less. If T & P are not transported to either of the said places, no cost of transportation shall be payable.

(v) Reasonable compensation for repatriation of contractor's site staff and imported labour to the extent necessary.

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

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

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

#### **Clause 14: Carrying out part work at risk & cost of Contractor**

If contractor:

(i) At any time makes default during currency of work or does not execute any part of the work with due diligence and continues to do so even after a notice in writing of 7 working days in this respect from the Engineer-in-Charge; or

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

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

(iii) The Engineer-in-Charge without invoking action under clause 3 may, without prejudice to any other right or remedy against the contractor which have either accrued or accrue thereafter to Government, by a notice in writing to take the part work / part incomplete work of any item(s) out of his hands and shall have powers to :

(a) Take possession of the site and any materials, constructional plant, implements, stores, etc., thereon; and/or

(b) Carry out the part work / part incomplete work of any item(s) by any means at the risk and cost of the contractor.

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

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

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

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

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

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

#### **Clause 15: Suspension of Work**

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

(a) on account of any default on the part of the contractor or;

(b) for proper execution of the works or part thereof for reasons other than the default of the contractor; or

(c) for safety of the works or part thereof.

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



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

(a) the contractor shall be entitled to an extension of time equal to the period of every such suspension PLUS 25%, for completion of the item or group of items of work for which a separate period of completion is specified in the contract and of which the suspended work forms a part, and;

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

(c) If the works or part thereof is suspended on the orders of the Engineer-in-Charge for more than three months at a time, except when suspension is ordered for reason (a) in sub para (i) above, the contractor may after receipt of such order serve a written notice on the Engineer-in-Charge requiring permission within fifteen days from receipt by the Engineer in-charge of the said notice, to proceed with the work or part thereof in regard to which progress has been suspended and if such permission is not granted within that time, the contractor, if he intends to treat the suspension, where it affects only a part of the works as an omission of such part by Government or where it affects whole of the works, as an abandonment of the works by Government, shall within ten days of expiry of such period of 15 days give notice in writing of his intention to the Engineer-in-Charge. In the event of the contractor treating the suspension as an abandonment of the contract by Government, he shall have no claim to payment of any compensation on account of any profit or advantage which he might have derived from the execution of the work in full but which he could not derive in consequence of the abandonment. He shall, however, be entitled to such compensation, as the Engineer-in-Charge may consider reasonable, in respect of salaries and/or wages paid by him to his employees and labour at site, remaining idle in consequence adding to the total thereof 2% to cover indirect expenses of the contractor provided the contractor submits his claim supported by details to the Engineer-in-Charge within 30 days of the expiry of the period of 3 months.

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

#### **Clause 16: Action in case Work not done as per Specifications**

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

If it shall appear to the Engineer-in-Charge or his authorized subordinates in charge of the work or to the Engineer-in-Charge of Quality Assurance or his subordinate officers or the officers of the organization engaged by the Department for Quality Assurance or to the Chief Technical Examiner or his subordinate

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

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

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

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

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

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

The contractor shall provide at his own cost all materials machinery, tools & plants as specified in schedule 'F'. In addition to this, appliances, implements, other plants, ladders, cordage, tackle, scaffolding and temporary works required for the proper execution of the work, whether original, altered or substituted and

whether included in the specifications or other documents forming part of the contract or referred to in these conditions or not, or which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-Charge as to any matter as to which under these conditions he is entitled to be satisfied, or which he is entitled to require together with carriage therefore to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials, necessary for the purpose of setting out works, and counting, weighing and assisting the measurement for examination at any time and from time to time of the work or materials. Failing his so doing, the same may be provided by the Engineer-in-Charge at the expense of the contractor and the expenses may be deducted, from any money due to the contractor, under this contract or otherwise and/or from his security deposit or the proceeds of sale thereof, or of a sufficient portions thereof.

#### **Clause 18A: Recovery of Compensation paid to Workmen**

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

#### **Clause 18B: Ensuring Payment and Amenities to Workers if Contractor fails**

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

#### **Clause 19: Labour Laws to be complied by the Contractor**

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

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

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

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

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

**CLAUSE 19A:**

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

**CLAUSE 19B: Payment of wages:**

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

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

(iii) In respect of all labour directly or indirectly employed in the works for performance of the contractor's part of this contract, the contractor shall comply with or cause to be complied with the DAE contractor's Labour Regulations made by Government from time to time in regard to payment of wages, wage period, deductions from wages recovery of wages not paid and deductions unauthorizedly made, maintenance of wage books or wage slips publication of scale of wage and other terms of employment, inspection and submission of periodical returns and all other matters of the like nature or as per the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, and the Contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable

(iv) (a) The Engineer-in-Charge concerned shall have the right to deduct from the moneys due to the contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment of the conditions of the contract for the benefit of the workers, non-payment of wages or of deductions made from his or their wages which are not justified by their terms of the contract or non-observance of the Regulations.

(b) Under the provision of Minimum Wages (Central) Rules, 1950, the contractor is bound to allow to the labours directly or indirectly employed in the works one day rest for 6 days continuous work and pay wages at the same rate as for duty. In the event of default, the Engineer-in-Charge shall have the right to deduct the sum or sums not paid on account of wages for weekly holidays to any labours and pay the same to the persons entitled thereto from any money due to the contractor by the Engineer-in-Charge concerned.

However, as the all inclusive minimum daily wages fixed under Notification of CLC published in Gazette of India dated 19-1-2017 as amended from time to time are inclusive of wages for the weekly day of rest, the question of extra payment for weekly holiday would not arise.

(v) The contractor shall comply with the provisions of the Payment of Wages Act, 1936, Minimum Wages Act, 1948, Employees Liability Act, 1938, Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947, Maternity Benefits Act, 1961, and the Contractor's Labour (Regulation and Abolition) Act 1970, or the modifications thereof or any other laws relating thereto and the rules made there under from time to time.

(vi) The contractor shall indemnify and keep indemnified Government against payments to be made under and for the observance of the laws aforesaid and the DAE Contractor's Labour Regulations without prejudice to his right to claim indemnity from his sub-contractors.

(vii) The laws aforesaid shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of this contract.

(viii) Whatever is the minimum wage for the time being, or if the wage payable is higher than such wage, such wage shall be paid by the contractor to the workmen directly without the intervention of Jamadar and that Jamadar shall not be entitled to deduct or recover any amount from the minimum wage payable to the workmen as and by way of commission or otherwise.

(ix) The contractor shall ensure that no amount by way of commission or otherwise is deducted or recovered by the Jamadar from the wage of workmen.

#### **CLAUSE 19C:**

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

#### **CLAUSE 19D:**

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

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

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

#### **CLAUSE 19E:**

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

**CLAUSE 19F:**

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

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

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

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

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

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

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

**Appendix-I : Register of Maternity Benefits**

Name and address of the contractor.....

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	Date of delivery / miscarriage	Date on which maternity leave commenced and ended				Leave pay paid to the employee				Remarks
						In case of delivery		In case of miscarriage		In case of delivery		In case of miscarriage		
						Commenced	Ended	Commenced	Ended	Rate of leave pay	Amount paid	Rate of leave pay	Amount paid	
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15

**Appendix-II : Specimen Form of the Register, regarding Maternity benefit admissible to the Contractor's Labour.**

Name and address of the contractor .....

Name and location of the work .....

1. Name of the woman and her husband's name.
2. Designation.
3. Date of appointment.
4. Date with months and 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 amount of subsequent payment of maternity benefit.
12. Name of the person nominated by the woman to receive the payment of the maternity benefit after her death.
13. If the woman dies, the date of her death, the name of the person to whom maternity benefit amount was paid, the month thereof and the date of payment.
14. Signature of the contractor authenticating entries in the register.
15. Remarks column for the use of Inspecting Officer.

**Clause 19G:**

In the event of the contractor(s) committing a default or breach of any of the provisions of the DAE Contractor's Labour Regulations and Model Rules for the protection of health and sanitary arrangements for the workers as amended from time to time or furnishing any information or submitting or filing any statement under the provisions of the above Regulations and' Rules which is materially incorrect, he/they shall, without

prejudice to any other liability, pay to the Government a sum as decided by the authority mentioned in Schedule 'F' for every default, breach or furnishing, making, submitting, filing such materially incorrect statements and in the event of the contractor(s) defaulting continuously in this respect, the penalty may be enhanced to as decided by the authority mentioned in Schedule 'F' per day for each day of default subject to a maximum of 5 percent of the estimated cost of the work put to tender. The decision of the Engineer-in-Charge shall be final and binding on the parties.

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

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

#### **CLAUSE 19H:**

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

(i) (a) The minimum height of each hut at the eaves level shall be 2.10m (7 ft.) and the floor area to be provided will be at the rate of 2.7 sq.m. (30 sq.ft.) for each member of the worker's family staying with the labourer.

(b) The contractor(s) shall in addition construct suitable cooking places having a minimum area of 1.80m x 1.50m (6'x5') adjacent to the hut for each family.

(c) The contractor(s) shall also construct temporary latrines and urinals for the use of the labourers each on the scale of not less than four per each one hundred of the total strength, separate latrines and urinals being provided for women.

(d) The contractor(s) shall construct sufficient number of bathing and washing places, one unit for every 25 persons residing in the camp. These bathing and washing places shall be suitably screened.

(ii) (a) All the huts shall have walls of sun-dried or burnt-bricks laid in mud mortar or other suitable local materials as may be approved by the Engineer-in-Charge. In case of sun-dried bricks, the walls should be plastered with mud gobri on both sides. The floor may be kutchra but plastered with mud gobri and shall be at least 15 cm (6") above the surrounding ground. The roofs shall be laid with thatch or any other materials as



may be approved by the Engineer-in-Charge and the contractor shall ensure that throughout the period of their occupation, the roofs remain water-tight.

(b) The contractor(s) shall provide each hut with proper ventilation.

(c) All doors, windows, and ventilators shall be provided with suitable leaves for security purposes.

(d) There shall be kept an open space of at least 7.2m (8 yards) between the rows of huts which may be reduced to 6m (20 ft.) according to the availability of site with the approval of the Engineer-in-Charge. Back to back construction will be allowed.

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

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

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

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

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

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

#### **Clause 19I:**

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

#### **CLAUSE 19J:**

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

tendered value of work may be imposed by the Superintending Engineer/Chief Engineer, FRTG whose decision shall be final both with regard to the justification and quantum and be binding on the contractor.

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

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

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

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

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

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

#### **Clause 19L: Contribution of EPF and ESI**

The ESI and EPF contributions on the part of employer in respect of this contract shall be paid by the contractor. These contributions on the part of the employer paid by the contractor shall be reimbursed by the Engineer-in-Charge to the contractor on actual basis. The verification of deployment of labour will be done through biometric attendance system or any other suitable method by the Engineer-in-Charge. The applicable and eligible amount of EPF & ESI shall be reimbursed preferably within 7 days but not later than 30 days of submission of documentary proof of payment provided same are in order.

#### **Clause 20: Minimum Wages Act to be Complied With**

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

**Clause 21: Work not to be sublet. Action in case of insolvency**

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

**Clause 22:**

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

**Clause 23: Changes in firm's Constitution to be Intimated**

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

**Clause 24: Life Cycle Cost**

The contractor shall be responsible for safety, quality and soundness of the buildings including structural elements beyond maintenance period. The contractor shall have obligation to rectify such defects minimum up to 5 (five) years from the date of completion of work. Defects have to be rectified within a reasonable time not exceeding forty five days after intimation by Engineer-in-Charge. If contractor does not take corrective action within 45 days, then action for debarring of the agency shall be taken by the appropriate authority.

**Clause 25: Settlement of Disputes & Arbitration**

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

(i) If the contractor considers any work demanded of him to be outside the requirements of the contract, or disputes any drawings, record or decision given in writing by the Engineer-in-Charge or if the Engineer-in-Charge considers any act or decision of the contractor on any matter in connection with or arising out of the contract or carrying out of the work, to be unacceptable and is disputed, such party shall promptly within 15 days of the arising of the disputes request the Chief Engineer, FRTG, or where there is no Chief Engineer, FRTG, request the Director, IGCAR , who shall refer the disputes to Dispute Redressal Committee (DRC) within 15 days along with a list of disputes with amounts claimed if any in respect of each such dispute. The Dispute Redressal Committee (DRC) give its decision within a period of 60 days extendable by 30 days by consent of both the parties from the receipt of reference from CE, FRTG/Director, IGCAR. The constitution of Dispute Redressal Committee (DRC) shall be as indicated in Schedule 'F'. Provided that no party shall be represented before the Dispute Redressal Committee by an advocate/legal counsel etc.

The DRC will submit its decision to Director, IGCAR for acceptance. Director, IGCAR in a time limit of 30 days from receipt of DRC decision will convey acceptance or otherwise on the said decision. If the Dispute Redressal Committee (DRC) fails to give its decision within the aforesaid period or the Director, IGCAR fails to give his decision in the aforesaid time limit or any party is dissatisfied with the decision of Dispute Redressal Committee (DRC)/ Director, IGCAR then either party may within a period of 30 days from the receipt of the decision of Dispute Redressal Committee (DRC)/ Director, IGCAR or on expiry of aforesaid the time limits available to DRC/ Director, IGCAR , may give notice to the Chief Engineer, FRTG, in charge of the work or if there be no Chief Engineer, FRTG, the Director, IGCAR , the Secretary, DAE for appointment of arbitrator on prescribed proforma as per [Appendix-XVII](#) of under intimation to the other party.

It is a term of contract that each party invoking arbitration must exhaust the aforesaid mechanism of settlement of claims/disputes prior to invoking arbitration. The CE, FRTG / Director, IGCAR shall in such case appoint the sole arbitrator or one of the three arbitrators as the case may be within 30 days of receipt of such a request and refer such disputes to arbitration. Wherever the Arbitral Tribunal consists of three Arbitrators, the contractor shall appoint one arbitrator within 30 days of making request for arbitration or of receipt of request by Engineer-in-Charge to CE, FRTG/ Director, IGCAR for appointment of arbitrator, as the case may be, and two appointed arbitrators shall appoint the third arbitrator who shall act as the Presiding Arbitrator. In the event of

(a) A party fails to appoint the second Arbitrator, or

(b) The two appointed Arbitrators fail to appoint the Presiding Arbitrator, then the Secretary, DAE shall appoint the second or Presiding Arbitrator as the case may be.

(ii) Dispute or difference shall be referred for adjudication through arbitration by a Tribunal having sole arbitrator where claimed amount is Rs. 20 Crore or less. Where claimed Value is more than Rs. 20 Crore, Tribunal shall consist of three Arbitrators as above. The requirements of the Arbitration and Conciliation Act, 1996 (26 of 1996) and any further statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall be applicable.

It is a term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed, if any, in respect of each such dispute along with the notice for appointment of arbitrator and giving reference to the decision of the Director, IGCAR on the finding / recommendation of DRC.

It is also a term of this contract that member(s) of the Arbitration Tribunal shall be a Graduate Engineer with experience in handling public works engineering contracts, and further he shall have earlier worked at a level not lower than Chief Engineer, FRTG/equivalent (i.e. Joint Secretary level of Government of India). This shall be treated as a mandatory qualification to be appointed as arbitrator.

Parties, before or at the time of appointment of Arbitral Tribunal may agree in writing for fast track arbitration as per the Arbitration and Conciliation Act, 1996 (26 of 1996) as amended in 2015.

Subject to provision in the Arbitration and Conciliation Act, 1996 (26 of 1996) as amended in 2015 whereby the counter claims if any can be directly filed before the arbitrator without any requirement of reference by the appointing authority. The arbitrator shall adjudicate on only such disputes as are referred to him by the appointing authority and give separate award against each dispute and claim referred to him and in all cases where the total amount of the claims by any party exceeds Rs. 1,00,000/-, the arbitrator shall give reasons for the award.

It is also a term of the contract that fees payable to arbitral tribunal shall be as approved by Director, IGCAR / Secretary, DAE. This fee shall be shared equally by parties.

The place of arbitration shall be as mentioned in Schedule 'F'. In case there is no mention of place of arbitration, the arbitral tribunal shall determine the place of arbitration.

The venue of the arbitration shall be such place as may be fixed by the Arbitral Tribunal in consultation with both the parties. Failing any such agreement, then the Arbitral Tribunal shall decide the venue.

***APPENDIX – XVII : Notice for appointment of Arbitrator***

*To*

*The Chief Engineer, FRTG / Director, IGCAR*

*Dear Sir,*

*In terms of clause 25 of the agreement, particulars of which are given below, I/we hereby give notice to you to appoint an arbitrator for settlement of disputes mentioned below:*

- 1. Name of applicant*
- 2. Whether applicant is Individual/Prop. Firm/Partnership Firm/Ltd. Co.*
- 3. Full address of the applicant*
- 4. Name of the work and contract number in which arbitration sought*
- 5. Name of the Division which entered into contract*
- 6. Contract amount in the work*
- 7. Date of contract*
- 8. Date of initiation of work*
- 9. Stipulated date of completion of work*
- 10. Actual date of completion of work (if completed)*
- 11. Total number of claims made*
- 12. Total amount claimed*
- 13. Date of intimation of final bill (if work is completed)*
- 14. Date of payment of final bill (if work is completed)*
- 15. Amount of final bill (if work is completed)*
- 16. Date of appeal to you*
- 17. Date of receipt of your decision.*

*Specimen signatures of the applicant*

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

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

- 1. We have exhausted provision of DRC as per clause 25 of this agreement.*
- 2. Statement of claims with amount of claims.*
- 3.*
- 4.*
- 5.*

*Yours faithfully,*

*(Signatures)*

*Copy in duplicate to:*

*The Engineer-in-Charge.*

#### **Clause 26: Contractor to Indemnify Govt. against Patent Rights**

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

#### **Clause 27: Lumpsum Provisions in Tender.**

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

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

In the case of any class of work for which there is no such specifications as referred to in Clause 11, such work shall be carried out in accordance with the Bureau of Indian Standards Specifications. In case there are no such specifications in Bureau of Indian Standards, the work shall be carried out as per manufacturers' specifications,

if not available then as per state/ District Specifications. In case there are no such specifications as required above, the work shall be carried out in all respects in accordance with the instructions and requirements of the Engineer-in-Charge.

#### **Clause 29: Withholding and lien in respect of sum due from Contractor**

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

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

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

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

#### **Clause 29A: Lien in respect of claims in other Contracts**

Any sum of money due and payable to the contractor (including the security deposit returnable to him) under the contract may be withheld or retained by way of lien by the Engineer-in-Charge or the Government or any other contracting person or persons through Engineer-in-Charge against any claim of the Engineer-in-Charge

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

#### **Clause 29B: Employment of coal mining or controlled area labour not Permissible**

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

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

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

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

Explanation:- Controlled Area means the following areas: Districts of Dhanbad, Hazaribagh, Jamtara - a Sub-Division under Santhal Pargana Commissioner, Districts of Bankura, Birbhum, Burdwan, District of Bilaspur. Any other area which may be declared a Controlled Area by or with the approval of the Central Government.

#### **Clause 30: Water for Works**

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

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

#### **Clause 30A: Alternate water Arrangements**

The contractor shall be allowed to construct temporary wells in Government land for taking water for construction purposes only after he has got permission of the Engineer-in-Charge in writing. No charges shall be recovered from the contractor on this account, but the contractor shall be required to provide necessary safety arrangements to avoid any accidents or damage to adjacent buildings, roads and service lines. He shall



be responsible for any accidents or damage caused due to construction and subsequent maintenance of the wells and shall restore the ground to its original condition after the wells are dismantled on completion of the work.

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

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

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

Contractors Superintendence, Supervision, Technical Staff & Employees

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

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

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

All the provisions applicable to the principal technical representative under the Clause will also be applicable to other technical representative(s) The principal technical representative and other technical representative(s) shall be present at the site of work for supervision at all times when any construction activity is in progress and also present himself/themselves, as required, to the Engineer-in-Charge and/or his designated representative to take instructions. Instructions given to the principal technical representative or other technical representative(s) shall be deemed to have the same force as if these have been given to the contractor. The principal technical representative and other technical representative(s) shall be actually available at site fully during all stages of execution of work, during recording/checking/test checking of measurements of works and whenever so required by the Engineer-in-Charge and shall also note down instructions conveyed by the Engineer-in-Charge or his designated representative(s) in the site order book and shall affix his/their signature in token of noting down the instructions and in token of acceptance of measurements/checked measurements/test checked measurements. The representative(s) shall not look after any other work. Substitutes, duly approved by Engineer-in-Charge of the work in similar manner as aforesaid shall be provided in event of absence of any of the representative(s) by more than two days.

If the Engineer-in-Charge, whose decision in this respect is final and binding on the contractor, is convinced that no such technical representative(s) is/are effectively appointed or is/are effectively attending or fulfilling the provision of this clause, a recovery (nonrefundable) shall be effected from the contractor as specified in Schedule 'F' and the decision of the Engineer-in-Charge as recorded in the site order book and measurement recorded checked/test checked in Measurement Books shall be final and binding on the contractor. Further if

the contractor fails to appoint suitable technical Principal technical representative and/or other technical representative(s) and if such appointed persons are not effectively present or are absent by more than two days without duly approved substitute or do not discharge their responsibilities satisfactorily, the Engineer-in-Charge shall have full powers to suspend the execution of the work until such date as suitable other technical representative(s) is/are appointed and the contractor shall be held responsible for the delay so caused to the work. The contractor shall submit a certificate of employment of the technical representative(s) (in the form of copy of Form-16 or CPF deduction issued to the Engineers employed by him) along with every on account bill/ final bill and shall produce evidence if at any time so required by the Engineer-in-Charge.

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

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

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

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

(i) GST, Building and other Construction Workers Welfare Cess or any other tax, levy or Cess in respect of input for or output by this contract shall be payable by the contractor and Government shall not entertain any claim whatsoever in this respect except as provided under Clause 34.

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

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

### **Clause 33A: Return of Surplus Materials**

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

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

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

However, effect of variation in rates of GST or Building and Other Construction Workers Welfare Cess or imposition or repeal of any other tax, levy or cess applicable on output of the works contract shall be adjusted on either side, increase or decrease.

Provided further that for Building and Other Construction Workers Welfare Cess or any tax (other than GST), levy or cess varied or imposed after the last date of receipt of tender including extension if any, any increase shall be reimbursed to the contractor only if the contractor necessarily and properly pays such increased amount of taxes/levies/cess.

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

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

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

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

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

**Clause 36: If relative working in Indira Gandhi Centre for Atomic Research (IGCAR) then the contractor not allowed to tender**

The contractor shall not be permitted to tender for works in the Indira Gandhi Centre for Atomic Research (Responsible for award and execution of contracts) if his near relative is posted and/or working as AO/AO (or) as an officer in any capacity in the grades of SO/C / TO/C and above in IGCAR.

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

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

**Clause 37: No Gazetted Engineer to work as Contractor within one year of retirement**

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

**Clause 38: Theoretical consumption of Material**

(i) After completion of the work and also at any intermediate stage in the event of Non reconciliation of materials issued theoretical quantity of materials used in the work shall be calculated on the basis and method given hereunder:-

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

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

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

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

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

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

**Clause 39: Compensation during warlike situations**

The work (whether fully constructed or not) and all materials, machines, tools and plants, scaffolding, temporary buildings and other things connected therewith shall be at the risk of the contractor until the work has been delivered to the Engineer-in-Charge and a certificate from him to that effect obtained. In the event of the work or any materials properly brought to the site for incorporation in the work being damaged or destroyed in consequence of hostilities or warlike operation, the contractor shall when ordered (in writing) by the Engineer-in-Charge to remove any debris from the site, collect and properly stack or remove in store all serviceable materials salvaged from the damaged work and shall be paid at the contract rates in accordance with the provision of this agreement for the work of clearing the site of debris, stacking or removal of serviceable material and for reconstruction of all works ordered by the Engineer-in-Charge, such payments

being in addition to compensation upto the value of the work originally executed before being damaged or destroyed and not paid for. In case of works damaged or destroyed but not already measured and paid for, the compensation shall be assessed by the Engineer-in-Charge upto Rs.2,00,000/-- and by the next higher officer concerned for a higher amount. The contractor shall be paid for the damages/destruction suffered and for restoring the material at the rate based on analysis of rates tendered for in accordance with the provision of the contract. The certificate of the Engineer-in-Charge regarding the quality and quantity of materials and the purpose for which they were collected shall be final and binding on all parties to this contract.

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

#### **Clause 40: Apprentices Act provisions to be complied with**

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

#### **Clause 41: Release of Security deposit after labour clearance – Deleted**

#### **Clause 42: Return of materials and recovery for excess issued.**

i) After completion of the work and also at any intermediate stage in the event of non reconciliation of materials issued, consumed and in balance – (see Clause 10), theoretical quantity of materials issued by the Government for use in the work shall be calculated on the basis and method given hereunder:

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

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

c) Theoretical quantity of G.I. & C.I. or other pipes, conduits, wires and cables, pig lead and G.I./M.S. sheets shall be taken as quantity actually required and measured plus 5% for wastage due to cutting into pieces (except in the case of G.I./M.S. sheets it shall be 10%), such determination & comparison being made diameterwise&categoriwise.

d) For any other material as per actual requirements.

ii) Over the theoretical quantities of materials so computed a variation shall be allowed as specified in Schedule 'F'. The difference in the net quantities of material actually issued to the contractor and the theoretical quantities including such authorized variation, if not returned by the contractor or if not fully reconciled to the satisfaction of the Engineer-in-Charge within fifteen days of the issue of written notice by the Engineer-in-Charge to this effect shall be recovered at the rates specified in Schedule 'F' without prejudice to

the provision of the relevant conditions regarding return of materials governing the contract. Decision of Engineer-in-Charge in regard to theoretical quantities of materials, which should have been actually used as per the Annexure of the standard schedule of rates and recovery at rates specified in Schedule 'F', shall be final & binding on the contractor.

For no scheduled items, the decision of the Superintending Engineer/Chief Engineer, FRTG regarding theoretical quantities of materials which should have been actually used, shall be final and binding on the contractor.

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

## SCHEDULE 'F'

Reference to General Conditions of Contract.

Name of work	Machining (Tuning, milling, Shaping, Drilling etc) and Miscellaneous jobs in Zonal Workshop.
Estimated cost of work	Rs. 27,50,065/-
i) Earnest Money	Rs. 55001/-
ii) Performance Guarantee	3% of the tendered value of the work.
iii) Security Deposit	2.5% of the tendered value of the work.

GENERAL RULES & DIRECTIONS :	Officer inviting tender : Chief Engineer, FRTG / IGCAR  Maximum percentage for quantity of items of work to be executed beyond which rates are to be determined in accordance with Clauses 12.
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### Definitions:

Engineer-in-Charge	As intimated in the work order.
Accepting Authority	Chief Engineer, FRTG
Percentage on cost of labour to cover all overheads and profits.	Decide by Engineer-in-Charge / Chief Engineer, FRTG
Standard Schedule of Rates	FRG, IGCAR Schedule of Rates (SOR)
Department	DAE, Government of India
Standard Form	Item Rate tender CPWD form 7/8 as modified and corrected GCC upto 2020

### Clause - 1:

(i) Time allowed for submission of Performance Guarantee, program chart (Time and progress) and registration with EPFO, ESIC and BOCW welfare board or proof of applying thereof from the date of issue of letter of acceptance	15 (Fifteen) days
(ii) Maximum allowable extension beyond the period provided in (i) above in days :	7 days

### Clause 2:

Authority for fixing compensation under clause 2:	Chief Engineer, FRTG
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### Clause 5:

Number of days after the date of issue of work order for reckoning date of start	7 days
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Mile stone(s) as per table given below:

SI No.	Description of Milestone(Physical)	Time Allowed in days (from date)	Amount to be with-held in case of non achievement of milestone
1.			
2.			
3.			

(OR)

SI No.	Financial progress	Time Allowed in days (from date of start)	Amount to be with-held in case of non achievement of milestone
1.	1/4 <sup>th</sup> (of whole work)	1/4 <sup>th</sup> (of whole work)	<b>Not applicable</b>
2.	1/2 (of whole work)	1/2 (of whole work)	
3.	3/4 <sup>th</sup> (of whole work)	3/4 <sup>th</sup> (of whole work)	
4.	Full	Full	

Time allowed for execution of work: **12 [Twelve] Months**

**Authority to decide:**

(i)	Extension of time	Engineer-in-Charge / Chief Engineer, FRTG
(ii)	Rescheduling of mile stones	Chief Engineer, FRTG
(iii)	Shifting of date of start in case of delay in 100% completion of Work	Chief Engineer, FRTG

**PROFORMA OF SCHEDULES**

Clause 5 Schedule of handing over of site Authority to decide: Engineer-in-Charge / Chief Engineer, FRTG, FRTG

Part	Portion of site	Description	Time Period for handing over reckoned from date of issue of letter of intent.
Part A	Portion without any hindrance	<b>Not applicable</b>	
Part B	Portions with encumbrances		
Part C	Portions dependent on work of other agencies		

**Clause 6:** Mode of Measurement –Work Measurement Book (Computerized or Print Book)

**Clause 7:**

Gross work to be done together with net payment/adjustment of advances for material collected, if any, since the last such payment for be ineligible to interim payment	<b>Not applicable</b>
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**Clause 7A:**

Whether clause 7A shall be applicable	Yes
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**Clause 8:**

Authority to decide compensation on account if contractor fails to submit completion plans	Chief Engineer, FRTG
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**Clause 10A:**

List of testing equipment to be provided by the contractor at site lab.	Not Applicable
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**Clause 10C:**

Payment on Account of Increase in Prices/Wages due to Statutory	Chief Engineer, FRTG
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Order(s) will be decide by	
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**Clause 10CC:** Not Applicable

Component of labour expressed as percent of value of work: = .....%

Clause 10 CC to be applicable in contracts with stipulated period of completion exceeding the period shown in next column	Not applicable
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A. For construction

S No.	Relevant component of Material /Labour for price escalation	Percentage of total value of work
	Total	100%

B. For maintenance

S No.	Relevant component of Material /Labour for price escalation	Percentage of total value of work
1		
2		
3		
4		
	Total	100%

**Clause 11:**

Specifications to be followed for execution of work	DAE & CPWD, BIS, Indian Standard 'Special publication'
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**Clause 12:**

Authority to decide deviation upto 1.1 times of tendered amount : Chief Engineer, FRTG

12.2 & 12.3	Deviation Limit beyond which clauses 12.2 & 12.3 shall apply for work	±25%
12.4	(i) Deviation Limit beyond which clauses 12.2 & 12.3 shall apply for foundation work	NA

**Clause 16:**

Competent Authority for deciding reduced rates: Chief Engineer, FRTG

**Clause 18:**

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

**Clause 19:**

Labour Laws to be complied by the Contractor	Applicable
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**Clause 19K** ..... Chief Engineer, FRTG

**Clause 19L** ..... Chief Engineer, FRTG

**Clause 25:**

Constitution of Dispute Redressal Committee (DRC)

Chairman	Will be constituted by Director, IGCAR
Member 1	
Member 2	

**Clause 32:**

Requirement of Technical Representative(s) and recovery Rate

Cost of work (Rs. in Lakhs)	Requirement of Technical Staff		Minimum Experience (years)
	Qualification	Number(Major + Minor component)	

Sl. No	Minimum Qualification of Technical Representative	Discipline	Designation (Principal Technical/Technical representative)	Min. Exp. (in years)	No	Rate at which recovery shall be made from the contractor in the event of not fulfilling provision of Clause 36 (i)
1						
2						
3						
4						

Assistant Engineers/Scientific Officer – “C”, retired from Central Government services that are holding Diploma will be treated at par with Graduate Engineers.

Diploma holder with minimum 10 year relevant experience with a reputed construction co. can be treated at par with Graduate Engineers for the purpose of such deployment subject to the condition that such diploma holders should not exceed 50% of requirement of degree engineers.

**Clause 38:**

(i) a	Schedule/statement for determining theoretical quantity of cement & bitumen on the basis of Schedule of Rates
(ii)	Variations permissible on theoretical quantities:
(a)	
(b)	

Not applicable

**PART IV A**

**GENERAL CONDITION OF CONTRACT**

The applicable provisions of GENERAL CONDITIONS OF CONTRACT for this work were made available to me by the Engineer in Charge and I have understood the same.

Signature of the Contractor:

Name of the Contractor:

Address of the FIRM;

## **PART-VA**

### **GENERAL SPECIFICATIONS**

#### **1. SPECIFICATIONS:**

These specifications are intended for general description of quality and workmanship of material and finished work. They are not intended to cover minute details. The work shall be executed in accordance with best modern practices.

These specification shall have precedence in case anything contrary to this is stated anywhere in this document. The Engineer's decision shall be final of any issue arising out of such discrepancies.

#### **2. TECHNICAL DRAWINGS**

Drawings will be given to Contractor meant for guidance whenever required during machining, fabrication and other miscellaneous jobs at Zonal Workshop.

#### **3. CONTRACTOR'S FABRICATION DRAWINGS**

The contractor shall prepare the machining and fabrication diagrams based on his shop drawings and actual measurements taken at site, considering ease of machining, fabrication and inspection. Contractor is responsible for correctness of machining and fabrication diagram and economic use of free issue material. The contractor shall prepare shop drawings (if required) including part wise or sequential machining operations, fabrication work setting and techniques, with sufficient details for each upcoming work order.

#### **4. PROGRESS & COMPLETION**

The contractor shall furnish sufficient forces, equipments and shall work such hours, as may lie necessary to ensure execution of the work in accordance with the machining and fabrication schedule and its completion within the time specified in this contract. If in the opinion of the Engineer, the Contractor refuses or fails to comply with this obligations set forth in the preceding sentence, the Contractor shall take such steps as may be necessary to improve his progress and the Engineer may require him to increase the number of shifts and/or overtime operations, days of work, size of forces and /or the amount of relevant machine tools and equipments. All such actions taken by the contractor pursuant to the direction of the Engineer shall be without additional cost to the Department.

Failure of the Contractor to meet his obligation set forth in the paragraph above, under this provision shall be ground for determination by the Engineer that the contractor is not executing the work with such diligence as well ensure completion within the time specified. Upon such determination the Engineer shall take necessary steps to increase the labour forces, working hours etc. as he deems fit to ensure completion of works in accordance with the schedule at the contractor's expense.

#### **5. WORK SCHEDULE AND TIME EXTENSION**

The time allowed for carrying out the work as entered in the Tender shall be strictly observed by the Contractor and shall be deemed to be the essence of the Contract on the part of the Contractor and shall be reckoned from the date on which the work order to commence the work is issued to the Contractor and all work shall be completed in accordance with the work time given in the Tender. Monsoon or inclement weather will not be considered reason for extension of time. The Contractor's attention is invited to Clause 2 of General Conditions of Contract.

## **6. WORKMANSHIP**

The work, specifically calls for a high degree of care and precision in the workmanship requiring experienced and skilled Turners, Machinist, Fitters, Welders, Helpers and field Supervisor. The Contractor shall provide adequate number of qualified and experienced field personnel to carry out the work at site as well as supervise it properly. The Contractor about his supervising personnel must obtain prior approval from the Engineer by submitting their Bio-Data. The Engineer reserves the exclusive right to decide, giving no reason whatsoever, the suitability of the field personnel deputed by the Contractor. The Engineer also reserves the right to ask the Contractor to withdraw any personnel from the site who, according to the Engineer, is not suitable for the proper supervision of erection of the work and ask for replacement and/or additional supervisory staff for proper execution of the Contract according to the requirement of the drawings, specifications and field instructions within the scheduled work period. The Contractor shall submit a site organization chart showing the number of field personnel he proposes to depute along with the Tender.

## **7. MACHINING AND FABRICATION-GENERAL**

### **7.1 Discrepancies and field changes**

Any discrepancies, or omissions from drawings specification of other documents or any doubts arising as to the meaning of intent of any part thereof, shall be referred to the Engineer. Written instructions of explanations will then be issued by the Engineer as soon as possible. Verbal Communications should be avoided.

All dimensions shown on the drawings which are related to installed equipment of pertinent embedded parts shall be verified by the contractor by field measurement before the start of fabrication.

Whenever, the contractor is unable to comply with the Engineer's requirements, be it dimensional or technical or whenever field changes are inevitable for any reason, the contractor must obtain the appropriate authorization from the Engineer. The authorization shall be in one or more of the following forms.

- i) Amendment of applicable specification
- ii) Revision of applicable drawings
- iii) Approval of Design Construction Requests (DCR).

The equipment arriving at site / taken out from stores shall be immediately inspected, classified and directed to such storage as may be necessary for the protection. The contractor shall visually examine all the materials being erected or being used in the fabrication and shall report for any defects to the engineer.

## **8. SEQUENCE OF FABRICATION**

The sequence shall be intimated to the engineer. The change in priority of any fabrication shall be communicated to the contractor. The contractor must be prepared to employ extra work force to the meet the time schedule.

## **PART –V B**

### **SCOPE OF WORK AND TECHNICAL SPECIFICATIONS**

#### **NAME OF WORK: MACHINING AND MISCELLANEOUS JOBS IN ZONAL WORKSHOP.**

##### **1. GENERAL**

This Specification covers the technical requirements for carrying out machining and other miscellaneous jobs in Zonal Workshop.

##### **2. THE SCOPE OF WORK SHALL INCLUDE BUT SHALL NOT BE LIMITED TO**

Carry out machining (Turning, Milling, Shaping, Drilling etc) and miscellaneous jobs (Material movement) in Zonal workshop as mentioned below

1. Machining of components in different materials, which involves milling operations such as plain milling, Face milling, side milling, form milling, end milling, saw milling, milling key ways, grooves and slots and finishing the components based on the given tolerances as per the drawing with normal accuracies.
2. Machining of components in different materials which involves milling operation such as plain milling, face milling, side milling form milling, end milling, saw milling, milling key ways, grooves and slots and finishing the components based on the given tolerances as per the drawing with high accuracies.
3. Machining of components in different materials which involves shaping operation such as machining horizontal surface, angular surface, slots, key ways and irregular surface.
4. Filling of coolants/cutting oils to the machines (coolants and cutting oils will be provided free of cost by Dept)
5. Movement of metal chips, scrap and waste to storage bins provided in ZWS and to central stores.
6. Movement of components, material etc. within ZWS.
7. Assistance for gas purging, brushing etc. during GTAW process.
8. Removal of rusted CS material by grinding before further working and fabricated parts grinding.
9. Machining of components of different materials which involves conventional Lathe operation such as plain turning, step turning, taper turning, facing, threading, boring, drilling and finishing the components.
10. Assistance for overhauling of portable electric tools (drilling machines, grinders etc.)
11. Assistance for maintenance of welding machines, lathes, shaping, milling etc.
12. Machining of large components of different materials on High Speed precision centre Lathe NH26/3000. Which involve the lathe operations such as plain turning, step turning, taper turning with turning attachment, Facing, threading, boring, drilling and finishing of the component.
13. Machining of large components of different materials on Heavy Duty centre Lathe L-45/2000. Which involve the lathe operations such as plain turning, step turning, taper turning with turning attachment, Facing, threading, boring, drilling and finishing of the components.

##### **3. CORDINATION OF WORK**

The work shall be carried by the contractor in close coordination with ZWS, RD&TG, IGCAR and other agencies who may be working in the same premise/vicinity of other works. In case of any dispute the decision of the Head, ETHD shall be final and binding on the contractor.

#### **4. PERIOD OF CONTRACT**

The work shall commence immediately after issue of work order. The contract is valid for a period of 12 months from the date of issue of the work order.

#### **5. PAYMENT TERMS**

Payment will be made ONCE IN THREE MONTHS basis for the total operation (units) completed as per schedule of quantities. Price inclusive of GST and no work contract tax (WCT) is applicable.

#### **6. ENTRY OF CONTRACTOR'S PERSONNEL INTO IGCAR**

In view of the security requirements, for entry into IGCAR premises the contractor shall obtain necessary photo entry permit valid for 3 months from CISF security after submitting the necessary documents for all their employees.

#### **7. TERMS AND CONDITIONS**

- To carry out the scheduled machining jobs in the lathe, milling, shaping and drilling machine, the department will supply necessary cutting tools, measuring instruments and raw materials etc.
- Electricity will be supplied free of cost.
- Contractor has to engage qualified and experienced turner and machinist to carry out the different type of jobs as per the departmental instructions.
- The contractor shall make his own arrangement for providing all facilities like accommodation, boarding, lodging, transport to site etc. for his employees. However the contractor can avail department transport on payment basis.
- The contract workers shall strictly follow the working hours of ZWS and shall report to the Engineer-in-charge, ZWS, ETHD for day to day activities. Eight hours work per person is treated as one unit operation.
- Only authorized routes shall be used for entering into various premises.
- The rates quoted by the contractor will not be governed by escalation clause and shall remain firm throughout the contract period.
- Contractor has to follow strictly the labour acts which are in force from time to time. Any payment required to be made as per rules and regulations by Contractor to his workman shall in accordance with the Contractor workman compensation policy
- Any damage / breakage of IGCAR equipment due to working of contract workers shall be made good by the contractor at his cost. Any damage caused to any of the IGCAR material /equipments/tools while in the custody of the Contractor or otherwise shall be made good by him at his own cost.
- Cost of damages caused due to bad workmanship shall be recovered from the contractor.
- Contractor shall not assign or sub-contract the job.
- The contractor shall comply with all statutory requirements such as insurance Coverage, workmen's compensation so as to absolve IGCAR of any and all liabilities in case of accidents.
- The respective rights, privileges duties and obligations of IGCAR and the contractor under this award of contract shall be governed / determined by the laws of the State of Tamilnadu.
- Daily cleaning of the machine before and after completion of the jobs is very much essential and it is in the scope of contractor.
- Head , FRTG will have the right to withdraw the work permit for any of the contract workmen for reasons of misconduct, violations of safety and Fire Rules etc,

## **8. MEDICAL FACILITY**

The contractor shall arrange adequate facilities for Medical Aid Treatment for his staff and workers engaged on this work. All the contractor employees are required to submit medical fitness certificate from a Registered Medical practitioner to work at workshop area.

## **9. MINIMUM WAGES ACT**

The contractors shall strictly comply with all provisions of labour laws. The contractor shall strictly follow all provisions of minimum wages act (S) (under Central government).

## **10. IDENTITY CARDS AND UNIFORM**

The contractor shall obtain a valid 3 months photo identity pass from Commandant Office, CISF, DAE projects, Kalpakkam-603 102 for all their employees and the same shall be renewed periodically. The contractor shall provide uniform and safety shoes to all their employees before the start of work. The name of the company shall be stitched on the shirt pocket.

## **11. CANTEEN FACILITY**

Existing private canteen facilities can be availed on payment basis.

## **12. INDUSTRIAL SAFETY**

The contractor is fully responsible for the safety of workmen during the course of the work and shall provide all kinds of protective gears for the workmen. The contractor is responsible to satisfy the requirements as demanded by industrial safety professionals of this tender. THERE IS NO COMPROMISE ON SAFETY ASPECTS.

Department is not responsible for the injuries of the contract personnel's during the execution of the work.

## **13. ARBITRATION CLAUSE**

In the event of any dispute or difference, it shall be referred to the sole arbitration of the Head, ETHD, RD&TG, IGCAR, Kalpakkam as per Indian Arbitration Act 1996 as amended from time to time and his decision shall be final and binding on both the parties.

## **14. PROGRESS AND COMPLETION**

The time allowed for the work is twelve months. Workmanship for quality of machining is to be certified by the engineer.

The contractor is requested to contact Head, ZWS, IGCAR, Kalpakkam Intercom – 22255, 22318, BSNL – 044 27480086, e-mail [mars@igcar.gov.in](mailto:mars@igcar.gov.in) or [zwsoffice@igcar.gov.in](mailto:zwsoffice@igcar.gov.in) for any clarification regarding the work.

## **15. OTHER TERMS**

Preference will be given to the firm who have site office in kalpakkam and nearby areas, as the firm may have to execute the job in short notice and also on as and when required basis. The acceptance of tenders will be with Director, FRTG who does not bind himself to accept the lowest or any other and reserves right to reject any or all quotations received or to allot part of the works to different agencies without assigning any reasons.



**PART-VI**

**SCHEDULE OF QUANTITIES AND RATES**

**(PROFORMA FOR SUBMITTING QUOTATION)**

Name of Work: Machining and miscellaneous jobs in Zonal Workshop

<b>Sl. No.</b>	<b>Description of work</b>	<b>Unit</b>	<b>Qty</b>	<b>Basic Rate/Unit</b>	<b>GST @18 %</b>	<b>Total Rate/Unit</b>	<b>Amount Rs.</b>
1.	Machining of components in different materials, which involves milling operations such as plain milling, Face milling, side milling, form milling, end milling, saw milling, milling key ways, grooves and slots and finishing the components based on the given tolerances as per the drawing with normal accuracies within 100 microns.	Kg	2,950				
2.	Machining of components in different materials which involves milling operation such as plain milling, face milling, side milling form milling, end milling, saw milling, milling key ways, grooves and slots and finishing the components based on the given tolerances as per the drawing with high accuracies within 10 microns.	Kg	1,700				
3.	Machining of components in different materials which involves shaping operation such as machining horizontal surface, angular surface, slots, key ways and irregular surface.	Kg	1,700				
4.	Filling of coolants/cutting oils to the machines (coolants and cutting oils will be provided free of cost by Dept).	Unit (1 ltr of oil & 20 ltr of water)	700				
5.	Movement of metal chips, scrap and waste to storage bins provided in ZWS and to central stores.	kg	7,000				
6.	Movement of components, material etc. within ZWS	kg	14,000				

7.	Assistance for gas purging, brushing etc. during GTAW process.	m	5,000				
8.	Removal of rust from CS material by grinding before further working and fabricated parts grinding.	m <sup>2</sup>	7,600				
9.	Machining of components of different materials which involves conventional Lathe operation such as plain turning, step turning, taper turning, facing, threading, boring, drilling and finishing the components.	kg	3,480				
10.	Assistance for overhauling of portable electric tools (drilling machines, grinders etc.)	Nos.	120				
11.	Assistance for maintenance of welding machines, lathes, shaping, milling etc.	Nos.	45				
12.	Machining of large components of different materials on High Speed precision centre Lathe NH26/3000. Which involve the lathe operations such as plain turning, step turning, taper turning with turning attachment, Facing, threading, boring, drilling and finishing the components.	Kg.	1,490				
13.	Machining of large components of different materials on Heavy Duty centre Lathe L-45/2000. Which involve the lathe operations such as plain turning, step turning, taper turning with turning attachment, Facing, threading, boring, drilling and finishing the components.	Kg.	1,450				
		<b>Total</b>					

Total cost in figures (Rupees) (Including 18% GST):

Note: Work completion period is twelve month.

I have gone through the tender document in detail and agree to the above rates.

Seal & Signature of the contractor: