SILVASSA SMART CITY LIMITED

REQUEST FOR PROPOSAL

For

Development of Panchayat Market with City Square at Silvassa consisting of RCC, Architectural Finishes, MEP Services, Landscape and Miscellaneous Works including One (1) Year defect liability period and operation and maintenance of entire project for Five (5) years

Estimated Value of Contract (ECV): Rs. 51,14,73,960/-

October – 2020

VOLUME – I : NIT and Conditions of Contract

Silvassa Smart City Limited

Silvassa Municipal Council (New SMC) Building,
Silvassa - 396230

NOTICE INVITING e-Tender NIT No. .

Name of Work: Development of Panchayat Market with City Square at Silvassa consisting of RCC, Architectural Finishes, MEP Services, Landscape and Miscellaneous Works including One (1) Year defect liability period and operation and maintenance of entire project for Five (5) years.

Estimated cost: ₹ 51,14,73,960/-

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Sd/-

Chief Executive Officer

Silvassa Smart City Limited

TENDER NOTICE

SILVASSA SMART CITY LIMITED
Email – ssclsilvassa@gmail.com
No. SSCL/DNH/ Panchayat Market /2020/ Date: 08/10/2020

e-Tender Notice (Online Tender)

The Chief Executive Officer, Silvassa Smart City Limited, Silvassa invites online bids through the website https://dnhtenders.gov.in of name "**Development of Panchayat Market with City Square at Silvassa consisting of RCC, Architectural Finishes, MEP Services, Landscape and Miscellaneous Works including One (1) Year defect liability period and operation and maintenance of entire project for Five (5) years."** under Silvassa Smart City Limited:-

1	**	
	• e-Tender ID :	• Estimated Tender Cost : 51,14,73,960/-
	• Tender Fees (Non-refundable) : 15,000/-	• EMD (Refundable) : 61,14,740/-
	• Bid End Date & Time: 07-11-2020 up to 15.00 Hrs.	

Note: For more details and tender documents, please visit the official website www.dnh.nic.in or https://dnhtenders.gov.in

Sd/-
(**Dr. Apurva Sharma**)
Chief Executive Officer
Silvassa Smart City Limited
Silvassa

निविदा सूचना

सिलवासा स्मार्ट सिटी लिमिटेड

ई-मेल – ssclsilvassa@gmail.com

सं. SSCL/DNH/Panchayat Market /2020/ दिनांक: 08/10/2020

ई-निविदा सूचना (ऑनलाइन निविदा)

मुख्य कार्यकारी अधिकारी, सिलवासा स्मार्ट सिटी लिमिटेड, सिलवासा द्वारा वेबसाइट **https://dnhtenders.gov.in** के माध्यम से "**Development of Panchayat Market with City Square at Silvassa consisting of RCC, Architectural Finishes, MEP Services, Landscape and Miscellaneous Works including One (1) Year defect liability period and operation and maintenance of entire project for Five (5) years."** के लिये ऑनलाइन निविदा आमंत्रित किया गया है।:-

1	**	
	• ई-निविदा आई.डी :	• अनुमानित लागत मूल्य : 51,14,73,960/-
	• निविदा शुल्क (अप्रतिदेय) : `15,000/-	• ई.एम.डी (वापसी योग्य) : 61,14,740/-
	• निविदा की अंतिम तारीख एवम समय : 07-11-2020 up to 15.00 Hrs.	

नोट: विस्तृत जानकारी एवम निविदा दस्तावेज के लिए लॉग-ऑन करें www.dnh.nic.in **या** https://dnhtenders.gov.in

Sd/-
(डॉ अपूर्व शर्मा)
मुख्य कार्यकारी अधिकारी
सिलवासा स्मार्ट सिटी लिमिटेड
सिलवासा

INFORMATION AND INSTRUCTIONS FOR CONTRACTORS FOR e-TENDERING FORMING PART OF NIT AND TO BE POSTED ON WEBSITE

Chief Executive Officer, Silvassa Smart City Limited, Silvassa Municipal Council (New SMC) Building, Silvassa - 396230 on behalf of the President of India invites ONLINE item rate tenders from eligible CPWD/ Railway and other State Governments Contractors /Contractors registered in Board, Corporation, and Government Undertaking/ Organizations of state & central government including all Public Sector Units contractors registered under appropriate class for the following work (s):

Sr. No.	Description	Particulars
1)	NIT No.	
2)	Name of work & Location	**Development of Panchayat Market with City Square at Silvassa consisting of RCC, Architectural Finishes, MEP Services, Landscape and Miscellaneous Works including One (1) Year defect liability period and operation and maintenance of entire project for Five (5) years**.
3)	Estimated Cost put to Tender	**₹ 51,14,73,960/-**
4)	Earnest Money	**₹ 61,14,740/-**
5)	Bid Document Fee/Bid Processing Fees/ Tender Fee	**₹ 15,000/- (to be submitted in the form of Demand Draft) Non-Refundable**
6)	EMD/Bid Document Fee Payable To	**Chief Executive Officer, Silvassa Smart City Limited**
7)	Period of Completion of Construction works (Including Monsoon Period)	**18 Month**
8)	Operation and Maintenance Period	**60 Month**
9)	Defects Liability Period	**12 Month**
10)	Joint Venture	**Allowed for maximum of Two (2) members**
11)	Online Downloading of Tender document	**From 08-10-2020 onwards**
12)	Last date & Time of online submission of bid	**Upto 15:00 Hrs on 07-11-2020**
13)	Last date & Time of hardcopy submission of Tender Fee, original EMD and other Documents as specified in the tender Documents& Press Notice.	**Up to 15:00 Hrs on 12-11-2020**
14)	Time & date of opening of Bids	**17:00 Hrs onwards on 12-11-2020**
15)	Date of Site Visit	Between 09-10-2020 to 19-10-2020 After 10:30 to 15:00 Hrs along with the concerned Engineer, Silvassa Smart City Limited

Sr. No.	Description	Particulars
16)	Date of Pre- Bid Meeting	On 19-10-2020 at 15.30 Hrs in the chamber of Chief Executive Officer, Silvassa Smart City Limited, Silvassa Municipal Council (New SMC) Building, Silvassa – 396230
17)	General Terms & Conditions	**As Per Tender Document**

1. The intending bidder must read the terms and conditions of CPWD-6 carefully. He should only submit his bid if he considers himself eligible and in possession of all the documents required.

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

3. The bid document consisting of specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen and downloaded from website https://dnhtenders.gov.in free of cost.

4. Those contractors not registered on the website mentioned above, are required to get registered beforehand. If needed they can be imparted training on online bidding process as per details available on the website.

5. The intending bidder must have valid **Class-III** digital signature to submit the bid.

6. Contractor can upload documents in the form of JPG and PDF Format only.

7. Contractor must ensure to quote rate of each item. The column meant for quoting rate in figures appears in pink color and as the rate is entered, if turns sky blue.

In addition to this, while selecting any of the cells a warning appears that if any cell is left blank the same shall be treated as "0". Therefore, if any cell is left blank and no rate is quoted by the bidder, rate of such item shall be treated as "0" (Zero). **However, if a bidder quotes nil rates against each item in item rate tender or does not quote any percentage above/below on the total amount of the tender or any section/subhead in percentage rate tender, the tender shall be treated as invalid and will not be considered as lowest bidder**.

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

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

10. The department reserves the right to reject any application without assigning any reason and to restrict the list of qualified contractors to any number deemed suitable by it, if many bids are received satisfying the laid down criterion.

11. <u>Additional Conditions:</u>

11.1 The work is estimated to cost **₹ 51,14,73,960/-** This estimate is, however, purely indicative in nature and the Bidder is expected to make his own assessment of cost of the works under this tender before submitting his offer.

11.1.1 The authority competent to approve NIT for the combined cost and belonging to the major discipline will consolidate NITs for calling the tenders. He will also nominate division which will deal with all matters relating to the invitation of tenders. For composite tender, besides indicating the combined estimated cost put to tender, should clearly indicate the estimated cost of each component separately. The eligibility of Bidder will correspond to the combined estimated cost of different components put to tender.

11.2 Tenders will be issued to eligible contractors provided they produce definite proof from the appropriate authority, which shall be to the satisfaction of the competent authority, of having satisfactorily completed similar works of magnitude specified below :-

11.3 Conditions for Non-CPWD contractors only, if tenders are also open to non-CPWD contractors. For works estimated to cost up to ₹ 30 Crore.

Three similar works each of value not less than 40% of estimated cost or two similar work each of value not less than 60% of estimated cost or one similar work of value not less than 80% of estimated cost (rounded to nearest ₹ 10 lac) in last 7 years ending last day of the month previous to the one in which the tenders are invited.

Note: For works consisting above ₹ **10.5 crore** but up to ₹ **30 Crore**, when tenders are open to non-CPWD contractors also, then class II contractors of CPWD shall also be eligible if they satisfy the eligibility criteria specified in 1.2.1 above.

11.4 Criteria of eligibility for CPWD as well as non-CPWD contractors.

For works estimated to cost above ₹20 crore.

Three similar works each of value not less than **40%** of estimated cost or two similar work each of value not less than 60% of estimated cost or one similar work of value not less than 80% of estimated cost (rounded to nearest ₹ 10 lac) in last 7 years ending last day of the month previous to the one in which the tenders are invited.

The value of executed works shall be brought to current costing level by the actual value of work at simple rate of 7% per annum calculated from the date of completion to the last date of receipt of applications for tender. This method will be applicable for evaluation of Minimum Financial Annual Turnover Criteria, Similar Nature of Work Criteria and Available Bid Capacity Criteria

12. MINIMUM QUALIFYING CRITERIA

To qualify, each Bidder in the same name and style should have achieved the following performances:

12.1 FINANCIAL CRITERIA

Bidder must have achieved minimum annual financial turnover **(at FY 2019-20 Price level and up to one month prior to last date of bid submission)** from contract receipt of works (in all classes of Civil Engineering construction works only) of **₹ 15.34 Cr.** in any Three (3) out of last Seven (7) financial years i.e. from **2013-14 to 2019-20** and **up to one month prior** to last date of bid submission.

Note:

The details pertaining to turnover for the year **2013-14 to 2019-20** shall be certified by Chartered Accountant on his own letter head and duly attested. Turnover of financial year 2019-20 shall be considered subject to submission of provisional/audited certificate from chartered accountant by the Bidder.

12.2 SIMILAR NATURE OF WORK

The Bidder must have completed similar nature of works as mentioned below:

The Bidder must have completed similar nature of works ("Similar Works" means of

Commercial Building / IT Building/Institutional Building/Hospital Building consisting of works like RCC , Architectural Finishes and MEP works as main contractor) within last seven years i.e. from **2013-14 to 2019-20** and up to one month prior to last date of submission of bid of value not less than:

One similar completed contract of 80% of Tender amount i.e. ≥ **₹ 40.92 Cr.**

Or

Two similar completed contracts of 60% of Tender amount i.e. ≥ **₹ 30.69 Cr.** each

Or

Three similar completed contracts of 40% of Tender amount i.e. ≥ **₹ 20.46 Cr.** each

Note:

1) Ongoing work or partly completed work shall not be Consider.

2) If the Main Contractor is not meeting Eligibility criteria as mentioned above for specialized works such as **MEP works (Electrical, HVAC, Plumbing & Fire Fighting works)**, then they should get the specialized works executed through nominated sub-contractor or joint venture partner.

3) The Bidder should submit MOU on Stamp paper with Nominated Subcontractor meeting the similar nature of works experience for specialized works.

4) The main contractor will submit all credentials of nominated sub-contractor in Technical Bid. In case of JV, all credentials should be submitted along with JV agreement.

12.3AVAILABLE BID CAPACITY

Bidder should have sufficient capacity to bid for this tender. The bidding capacity of the Bidder is required to be more than or equal to the estimated cost of the work under this tender i.e. **Rs.51,14,73,960/-**. Bidder's capacity shall be computed as shown below:

Available Bid Capacity = [(A x N x 2) - B)]

Where:

A	=	Performance of the bidder for maximum annual turnover (In all classes of civil engineering construction works only) for last seven financial years updated **at 2019-20 Price level.**
B	=	Value of the existing commitments as on date of bid submission for works (complete or partial) to be completed in the next **1.5 Years** (to be counted from the last date of online bid submission). The details shall be countersigned by the Executive Engineer or the equivalent officer of the employer on whose behalf the firm is carrying out the works.
N	=	Years prescribed for completion of the work for which bids are invited i.e. **1.5 Years**

If the Tender has been invited as a Package/Slice Minimum aggregate required Bid Capacity shall be considered and accordingly the Bidder may qualify for less number of Packages/Slices. In case of individual Tenders (not invited in a single Basket), the Bidder may qualify for a particular work (based on his Technical Bid), but at the time of evaluation of Price Bid, if a greater number of such individual Bids are evaluated simultaneously, aggregate Bid Capacity shall be considered. In such a case, if the Bidder does not have adequate capacity for all the Bids in which his Bid is the lowest responsive Bid, he may be considered for less number of Bids. Decision of the Employer based on the least cost combination as may be the most advantageous to SSCL shall be final and binding to all the Bidders.

12.4 Note to MINIMUM QUALIFYING CRITERIA

I. The statement showing the value and details of completed works, existing commitments and ongoing works as well as the stipulated period of completion remaining for each of the work listed should be supported by documentary evidence issued by an officer not below the rank of an Executive Engineer.

II. The certificate for past performance should be as per prescribed Proforma in mentioned in Bidding Forms.

III. The Bidders are required to upload latest employer's certificates as mentioned in Bidding Forms (or in any format with yearly breakup) obtained from the concerned authorities/employers towards proof of their having executed contracts satisfactorily along with their Bids. The quantities involved should be certified by the top executive of the firm in the prescribed Proforma as mentioned in Bidding Forms (or in any format with yearly breakup) of Volume-I.

IV. Physical and financial performance of any work not supported by employer certificate in as mentioned in Bidding Forms or in any form will not be considered for qualification.

V. The Bidder must provide evidence of having adequate experience. The Bid should include supporting certificate or report relating to physical, financial, technical and other capability of Bidder in their original language along with certified translation of relevant portion of the certificate/report in English. The Bidder should furnish the information about financial capability in Rupees (₹) only.

VI. Depending upon the actual bid capacity assessed and other qualifying requirements, the Bidder will be qualified for the work.

VII. The Bidder is required to submit the declaration of his financial liabilities, work in hand/completed projects on Rs. 300/- Non-Judicial stamp paper. In case of false statement/declaration, the Bidder shall be liable for penal action. Further, the details furnished in the relevant form as per Tender should be in line with the declaration by the Bidder.

VIII. The criteria mentioned above shall be evaluated based on the details submitted with the documents. Bidder shall have to submit the details in the prescribed proforma which are applicable to them. Bidders should read the note under each Form/Annexure carefully and submit the details accordingly.

IX. Turnover of previous year and cost of completed/executed similar nature of work shall be given additional weightage of Seven percent per year to bring them to **FY2019-20 price level** to account for price escalation as illustrated below:

Note:

a. Financial year means period from 1st April to 31st March of the next year.

b. The details pertaining to Turnover for the year **2013-14 to 2019-20** shall be certified by Chartered Accountant on his own letter head and duly attested and should have Unique Document Identification Number (UDIN). Turnover of financial year **2019-20** shall be considered subject to submission of provisional/audited certificate from chartered accountant of the Bidder.

c. The cost of material supplied by the Government/Employer shall not be taken into account for experience purpose.

13. PHYSICAL CRITERIA

The bidder must have successfully carried out minimum quantities of the following work in any one project during last Seven (7) i.e. From Year 2013-14 to 2019-20 and up to one month prior to last date of submission of the bid:

Commercial Building / IT Building/Institutional Building/Hospital Building consisting of works like RCC , Masonry, Plastering and MEP works and it is fully commissioned – **Minimum 75,000/- Sq ft built up area** in any of the Government (State / Central), Board, Corporation, or Government Undertaking Organizations of State / Central Government.

13.1Note to Physical Criteria

I) The experience of works executed in Government (State/Central), Board, Corporation, and Government Undertaking/ Organizations of State & Central Government including all Public Sector Units shall only be considered for evaluation. The experience of any work not supported by employer certificate as mentioned in bidding Forms or in any form will not be considered for qualification.

The experience certificate from the employer equivalent to not below the rank of Executive Engineer shall only be considered. The experience of sublet works/ in house/ private/ foreign work shall not be considered. The Bidder who had already applied as a prime contractor for the same tender shall not be eligible to apply under joint venture.

II) In case of JV, Physical criteria shall be satisfied any one member of the Joint Venture.

14. <u>JOINT VENTURE (JV) – ALLOWED</u>

Joint Venture/ Consortium of maximum Two (2) firms/ members/ companies, as partners shall be allowed for the works.

If the Tender is uploaded by a Consortium/ group of firms, that is, JV (maximum two firms; Lead Member + 1 Other Member) the sponsoring firm, shall submit complete information required in the forms pertaining to each firm in the group and state along with the Bid as to which of the firms shall have the responsibility for tendering and completion of the Contract document and furnish evidence admissible in court of law in respect of the authority assigned to such firm on behalf of the JV of firms for tendering and for completion of the Contract documents. Full information and satisfactory evidence pertaining to the participation and responsibility of each member of the JV in the Tender shall be furnished along with the tender. A certified copy of the Joint Venture Agreement in prescribed form (specified in Bidding Forms) shall be submitted along with the Tender. The tender documents uploaded in the name of an individual applicant shall not be used by a Joint Venture. JV shall have to upload the tender document in the name of JV only, if he wants to apply.

All the Members of the JV shall be **<u>jointly and severally</u>** responsible for this Contract. The Member of the JV holding highest stake shall be the Lead Partner **and shall have the prior experience of Construction of Building projects,** The JV shall comply with the following requirements:

(a) A Joint venture agreement must be submitted along with the documents in which minimum share of lead member shall have to be 51% and share of other members, individually shall not be less than 15%.

(b) All the members of the JV firms shall have to satisfy the criteria as per Point (j) mentioned below.

Note: In case, the applicant/JV partner has achieved physical & financial performance for the criteria mentioned above in past, in joint venture with other Contractor (other than present JV partner), the portion of the work (physically and financially) of the contractor included in their Joint Venture Agreement in original contract work shall only be considered for evaluation purpose.

In joint venture consortium the lead partner shall only be an Indian citizen, Indian partnership

firm or Indian private/public limited company.

The Lead Bidder shall have registration in appropriate Class with Central Govt. of India (PWD/R&B/WRD/ Board), Corporation and/or Government Undertaking /Organizations of state government).

(c) The individual members who join in JV shall have to give an undertaking that they will maintain status-quo till the satisfactory completion of the work. This undertaking shall be submitted on Stamp paper of ₹ 300/- duly signed by authorized signatory, which shall be notarized.

(d) In case of Bidder participating as a Joint Venture, on his selection for award of contract, all the partners/members of the Joint Venture will have to sign the Contract with the Employer and will be jointly and severally liable for performance of the Contract. Award of Contract will be in the name of Joint Venture consortium which will be considered as "Legal Entity" as far as this Bid/Contract is concerned.

(e) The Bid, and in case of a successful bid, the Form of Contract Agreement, shall be signed with the name of Joint Venture which will be legally binding on all the partners;

(f) Lead partner shall be declared as Prime Bidder authorized to be in charge; and this authorization shall be evidenced by submitting a Power of Attorney signed by legally authorized signatories of all the partners;

(g) The member in charge shall be authorized to incur liabilities, receive payments and receive instructions for and on behalf of any or all partners of the Joint Venture and the entire execution of the Contract including Defect Liability Period;

(h) All members of the Joint Venture shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms, and a relevant statement to this effect shall be included in the Authorization as well as in the Bid Form and the Form of Contract Agreement (in case of a successful Bid); and,

(i) A copy of the stamped and notarized agreement entered into by the Joint Venture partners shall be submitted along with the Bid. Roles, responsibilities and financial stakes of all members of the Joint Venture consortium shall be clearly and unambiguously prescribed in the Joint Venture agreement. In case of non-prescription, the JV agreement will be declared as invalid and the bid will be treated as non-responsive.

(j) In case of Joint Venture, Minimum Qualifying Criteria a) Financial criteria, b) Similar Nature of work & c) Available bid capacity shall be satisfied by each of the JV members in proportion of their financial stake in Joint venture.

Each JV member shall have entity registration certificate (as applicable), existence of company as per tender requirement. Each member shall satisfy these requirements separately.

(k) The contractors participating in the name and form of a Joint Venture consortium shall have to clearly and unambiguously define the role, responsibilities and financial stake of each of the partners, the lead partner shall also have to be defined. On award of contract to such a Joint Venture consortium, each of the members of the Joint Venture consortium shall have to sign the Contract. Each member of the JV shall be jointly and severally responsible for the performance of the contract.

(l) An original notarized copy of the agreement as prescribed in Bidding Forms entered into by the joint venture partners shall be submitted with the bid. It should also distinctly show the financial participation of each member of the joint venture and the responsibility of each member as regards planning and execution of the work. Also bidder shall submit Joint Venture Data as prescribed in Bidding Forms.

(m) In case of conflict between the terms in contract agreement and the Joint Venture documents, the terms in the contract agreement shall prevail.

(n) Letter for submission of tender shall be signed by Lead member/Power of attorney holder.

(o) **Minimum Qualifying Criteria in case of Single Entity and Joint Venture is simplified in following table:**

Criteria	Compliance Requirements
	Joint Venture

Requirement	Single Entity	All Partners Combined	Lead Partner	Each Partner
a) FINANCIAL CRITERIA: Bidder must have achieved minimum annual financial turnover of ₹ 15.34 Cr.	Must meet requirement	Must meet requirement	must meet at least 51% of the requirement OR in proportion of their Financial stake in JV	must meet at least 15% of the requirement OR in proportion of their Financial stake in JV
b) SIMILAR NATURE OF WORK: The Bidder must have completed similar nature of works i.e. Projects in Building sector One similar completed contract of 80% of Tender amount i.e. ≥ ₹ 40.92 Cr. Or Two similar completed contracts of 60% of tender amount i.e. ≥ ₹ 30.69 Cr. each Or Three similar completed contracts of 40% of tender amount i.e. ≥ ₹ 20.46 Cr. each	must meet requirement	must meet requirement	must meet at least 51% of the requirement OR in proportion of their Financial Stake in JV	must meet at least 15% of the requirement OR in proportion of their Financial Stake in JV
c) AVAILABLE BID CAPACITY: The bidding capacity of any Bidder is required to be More than or equal to the estimated cost of the work i.e. ₹ 51,14,73,960/-	must meet requirement	must meet requirement	must meet at least 51% of the requirement OR in proportion of their Financial stake in JV	must meet at least 15% of the requirement OR in proportion of their Financial Stake in JV

15. Agreement shall be drawn with the Successful Bidder on prescribed Form No. C.P.W.D. 7/8 which is available as a Govt. Of India Publication. Bidder shall quote his rates as per various terms and conditions of the said form which will form part of the agreement.

16. The time allowed for carrying out the work will be **18 months** including monsoon from the date of start as defined in schedule 'F' or form the first date of handing over of the site, whichever is later, in accordance with the phasing, if any, indicated in the tender documents.

17. The site for the work is available. YES.

OR

The Site for the work shall be made available in parts as specified below:-

_____

18. Applications for issue of forms shall be received by Not Applicable. (4 PM) and tender documents shall be issued by…….. (4 PM)

Tender documents consisting of plans, specifications, the schedule of quantities of the various classes of work to be done and the set of terms & conditions of contract to be complied with by the contractor whose tender may be accepted and other necessary documents can be seen in the office of the **Chief Executive Officer, Silvassa Smart City Limited** between hours of 11.00 A.M. & 04.00 P.M. from **09/10/2020** to **07/11/2020** every day except on Sundays and Public Holidays. Tender documents & BOQ can be downloaded from online Tender website https://dnhtenders.gov.in till **07/11/2020** up to 15:00 Hrs. on payment of **₹ 15,000/-** in D.D as cost of tender fee.

19. (i) Tenders shall be accompanied with Earnest money of ₹ 61,14,740/- in FDR Receipt/ Treasury Challan/Deposit at call receipt of a scheduled bank/fixed deposit receipt of a scheduled bank issued in favour of **Chief Executive Officer, Silvassa Smart City Limited.**

(ii) The tender and the earnest money shall be placed in separate sealed envelopes, each marked "Tender" and "Earnest Money" respectively. In cases where earnest money in cash

is acceptable, the same shall be deposited with the Cashier of the Division and the receipt placed in the envelope meant for earnest money. Both the envelopes shall be submitted together in another sealed envelope with the name of work and due date of opening written on envelope, which will be received by the **Chief Executive Officer, Silvassa Smart City Limited** Up to 15.00 Hrs. on **12/11/2020** and will be opened by him or his authorized representative in his office on the same day at 17.00 Hrs. The envelope marked "Tender" of only those Bidders shall be opened, whose earnest money, placed in the other envelope, is found to be in order.

20. The Contractor whose tender is accepted, will be required to furnish performance guarantee of 5% (Five Percent) of the tendered amount within the period specified in Schedule F. This guarantee shall be in the form of cash (in case guarantee amount is less than ₹ 10,000/-) or Deposit at call receipt of any scheduled bank/Banker's cheque of any scheduled bank/Demand Draft of any scheduled bank/Pay order of any scheduled bank (in case guarantee amount is less than ₹1,00,000/-) or Government Securities of Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the prescribed form. I case the contractor fails to deposit the said performance guarantee within the period as indicated in Schedule 'F' including the extended period if any, the Earnest Money deposited by the contractor shall be forfeited automatically without any notice to the contractor.

21. The description of the work is as follows:

Copies of other drawings and documents pertaining to the works will be open for inspection by the Bidders at the office of the above-mentioned officer.

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

22. The Competent Authority on behalf of the President of India does not bind itself to accept the lowest or any other tender and reserves to itself the authority to reject any or all the tenders received without the assignment of any reason. All tender is which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the Bidder shall be summarily rejected.

23. Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.

24. The competent authority on behalf of President of India reserves to himself the right of accepting the whole or any part of the tender and the Bidder shall be bound to perform the same at the rate quoted.

25. The contractor shall not be permitted to tender for works in the CPWD Circle (Division in case of contractors of Horticulture/Nursery category) responsible for award and execution of contracts, in

which his near relative is posted as Division Accountant or as an officer in any capacity between the grades of Superintending Engineer and Junior Engineer (both inclusive). He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any Gazetted office in the Central Public Works Department or in the Ministry of Urban Development. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of this Department.

26. No Engineer of Gazetted rank or other Gazetted officer employed in Engineering or Administrative duties in an Engineering Department of the Government of India is allowed to works as a contractor for a period of one year after his retirement from Government service, without the pervious permission of the Government of India in writing. This Contract is liable to be cancelled if either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of the Government of India as aforesaid before submission of the tender or engagement in the contractor's service.

27. The tender for the works shall remain open for acceptance for a period of Ninety (90) days from the date of opening of tenders. If any tendered withdraws his tender before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the tender which are not acceptable to the department, then the Government shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid. Further the Bidder shall not be allowed to participate in the re-tendering process of the work.

28. This Notice Inviting Tender shall form a part of the contract document. The successful Bidder/contractor, on acceptance of his tender by the Accepting Authority, shall, within 15 days from the stipulated date of start of the work, sign the contract consisting of:

(a) The notice inviting tender, all the documents including additional conditions specifications and drawings, if any, forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.

(b) Standard C.P.W.D. Form 7/8

29. For Composite Tenders.

29.1 The Chief Executive Officer, in charge of the major component will call tenders for the Composite work. The cost of tender document and Earnest Money will be fixed with respect to the combined estimated cost put to tender for the composite tender.

29.2 The tender document will included following three components:

Part A:- CPWD-6, CPWD-7/8 including schedule A to F for major component of the work, Standard General Conditions of Contract for CPWD 2020.

Part B:- General/specific conditions, specifications and schedule of quantities applicable to major component of the work.

Part C :- Schedule A to F for minor component of the work, (Chief Technical Officer(CTO) in charge of major component shall also be competent authority under clause 5 as mentioned is schedule A to F for major components) General / specific conditions, specifications and schedule of quantities applicable to major component of the work.

29.3 The Bidder must associate with himself, agencies of the appropriate class eligible to tender for rich of the minor component individually.

29.4 The eligible Bidders shall quote rates for all items of major component as well as for all items of minor components of work. It will be obligatory on the part of the Bidder to sign the tender document for all the components (The schedule of quantities, conditions and special condition etc.).

29.5 After acceptances of the tender by competent authority, the Chief Executive Officer (CEO) in charge of major component of the work shall issue letter of on behalf of the President of India. After the work is awarded, the main contractor will have to enter into one agreement with Chief Executive Officer (CEO) in charge of major component and has also to sign two or more copies of agreement depending upon number of Chief Technical Officer (CTO) in charge of minor components. One such sign set of agreement shall be handed over to Chief Technical Officer (CTO) in charge of minor component. Chief Executive Officer (CEO) of major component will operate Part A and Part B of the agreement. Chief Technical Officer (CTO) in charge minor component(s) shall operate Part C along with Part A of the agreement.

29.6 Entire work under the scope of composite tender including major and all minor components shall be executed under one agreement.

29.7 Security Deposit will be worked out separately for each component corresponding to the estimated cost of the respective component of work. The Earnest Money will become part the security deposit of the major component work.

29.8 The main contractor has associate agency(s) for minor component(s) conforming to eligibility criteria as defined in the tender document and has to submit detail of such agency(s) to Engineer-in-Charge of minor component(s) within prescribed time. Name of the agency(s) to be associated shall be approved by Engineer-in-Charge of minor component(s)

29.9 In case the main contractor intends to change any of the above agency/agencies during the operation of the contract, he shall obtain prior approval of Engineer-in-Charge of minor component. The new agency/agencies shall also have to satisfy the laid down eligibility criteria. In case Engineer-in-charge is not satisfied with the performance of any agency, he can direct the contractor to change the agency executing such item of work and this shall be binding on the contractor.

29.10 The main contractor has to enter into agreement with the contractor(s) associated by him for execution of minor component(s). Copy of such agreement shall be submitted to Chief Technical Officer (CTO) in charge of each minor component as well as to Chief Executive Officer (CEO) in charge of major component. In case of change of associate contractor, the main contractor has to enter into agreement with the new contractor associated by him.

29.11 Running payment for the major component shall be made by Chief Technical Officer (CTO) of major discipline to the main contractor. Running payment for minor components shall be made by the Engineer-in-charge of the discipline of minor component directly to the main contract.

29.12 Final bill of whole work shall be finalized and paid by the Chief Executive Officer (CEO) major component. Engineer(s) in charge of minor components(s) will prepare and pass the final bill for their component of work and pass on the same to the Chief Executive Officer (CEO) of major component for including in the final bill for composite contract.

Sd/-
Chief Executive Officer,
Silvassa Smart City Limited.

GENERAL GUIDELINES

1. This book of "General Conditions of Contract" is applicable to both types of tenders i.e. "Percentage rate tenders and Item rate tenders". Accordingly, alternative provisions for conditions Nos. 4A,9&10 of the General Rules and Directions are given in this book. The appropriate alternatives will be applicable in specific cases depending on whether this is used for percentage rate tender (CPWD-7) or item rate tender (CPWD-8).

2. CPWD-6, Schedules A to F, special conditions/specifications and drawings etc. will be part of NIT and shall be uploaded.

3. The intending bidders will quote their rates in Schedule A and schedule A to F and performa for registers are only for information and guidance

SILVASSA SMART CITY LIMITED

Silvassa Municipal Council (New SMC) Building, Silvassa - 396230.

Item Rate Tender & Contract for Works

(A) Tender for the work of :- **Development of Panchayat Market with City Square at Silvassa consisting of RCC, Architectural Finishes, MEP Services, Landscape and Miscellaneous Works including One (1) Year defect liability period and operation and maintenance of entire project for Five (5) years**.

(i) To be uploaded by **15:00** hours on **07/11/2020** at https://dnhtenders.gov.in

(ii) To be opened in presence of Bidders who may be present at **17:00** hours on **12/11/2020** in the office of **Chief Executive Officer, Silvassa Smart City Limited.**

TENDER

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

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

I/We agree to keep the tender open for Ninety (90) days from date of opening of technical bid in case tenders are invited on 2 /3 bid/ system for specialized work and not to make any modification in its terms and conditions.

A sum of ₹ 61,14,740**/-** is hereby forwarded in cash/receipt treasury challan/deposit at call receipt of a scheduled bank/fixed deposit receipt of scheduled bank/demand draft of a scheduled bank/bank guarantee issued by a scheduled bank as earnest money.

A copy of earnest money in receipt treasury challan/deposit at call receipt of a scheduled bank/fixed deposit receipt of scheduled bank/demand draft of a scheduled bank/bank guarantee issued by a scheduled bank is scanned and uploaded **(strike out as the case may be)**. If I/We, fail to furnish the prescribed performance guarantee within prescribed period, I/We agree that the said President of India or his successors, in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Further, if I/We fail to commence work as specified, I/ We agree that President of India or the successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said performance guarantee absolutely. The said Performance Guarantee shall be a guarantee to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to those in excess of that limit at the rates to be determined in accordance with the provision contained in Clause 12.2 and 12.3 of the tender form.

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

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

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

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

Dated Signature of Contractor

Witness: Postal Address

Address:
Occupation:

A C C E P T A N C E

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

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

(b)

(c)

For & on behalf of the **President of India**.

Signatures.....

Dated: Designation **Chief Executive Officer**
Silvassa Smart City Limited

GOVERNMENT OF INDIA, CENTRAL PUBLIC WORKS DEPARTMENT

General Rules & Directions	1. All work proposed for execution by contract will be notified in a form of invitation to tender pasted by publication in Newspapers or posted on website as the case may be. This form will state the work to be carried out, as well as the date for submitting and opening tenders and the time allowed for carrying out the work, also the amount of earnest money to be deposited with the tender, and the amount of the security deposit and Performance guarantee to be deposited by the successful Bidder and the percentage, if any, to be deducted from bills. Copies of the specifications, designs and drawings and any other documents required in connection with the work signed for the purpose of identification by the officer inviting tender shall also be open for inspection by the contractor at the office of officer inviting tender during office hours. **2.** In the event of tender being submitted by a firm, it must be signed separately by each partner thereof or in the event of the absence of any partner, it must be signed on his behalf by a person holding a power of attorney authorizing him to do so, such power of attorney to be produced with the tender, and it must disclose that the firm is duly registered under the **Indian Partnership Act 1952.** 3. Receipts for payment made on account of work, when executed by a firm, must also be signed by all the partners, except where contractors are described in their tender as a firm, in which case the receipts must be signed in the name of the firm by one of the partners, or by some other person having due authority to give effectual receipts for the firm.
Applicable for Item Rate Tender only (CPWD - 8)	4. The rate(s) must be quoted in decimal coinage. Amounts must be quoted in full rupees by ignoring fifty paisa and considering more than fifty paisa as rupee one. In case the lowest tendered amount (worked out on the basis of quoted rate of Individual items) of two or more contractors is same, then such lowest contractors may be asked to submit sealed revised offer quoting rate of each item of the schedule of quantity for all sub sections/sub heads as the case may be, but the revised quoted rate of each item of schedule of quantity for all sub sections/sub heads should not be higher than their respective original rate quoted already at the time of submission of tender. The lowest tender shall be decided on the basis of revised offer. If the revised tendered amount (worked out on the basis of quoted rate of individual items) of two or more contractors received in revised offer is again found to be equal, then the lowest tender, among such contractors, shall be decided by draw of lots in the presence of SE of the circle, or CE of the zone EE(s) in-charge of major & minor component(s) (also DDH in case Horticulture work is also included in the tender), and the lowest contractors those have quoted equal amount of their tenders. In case of any such lowest contractor in his revised offer quotes rate of any item more than their respective original rate quoted already at the time of submission of tender, then such revised offer shall be treated invalid. Such case of revised offer of the lowest contractor or case of refusal to submit revised offer by the lowest contractor shall be treated as withdrawal of his tender before acceptance and 50% of his earnest money shall be forfeited. In case all the lowest contractors those have same tendered amount (as a result of their quoted rate of individual items), refuse to submit revised offers, then tenders are to be recalled after forfeiting 50% of EMD of each lowest contractors. Contractor, whose earnest money is forfeited because of non-submission of revised offer, or quoting higher revised rate(s) of any item(s) than their respective original rate quoted already at the time of submission of his bid shall not be allowed to participate in the retendering process of the work.

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

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

	which invites tenders on behalf of President of India as specified in schedule 'F'. xii. District Specifications means the specifications followed by the State Government in the area where the work is to be executed. xiii. Tendered value means the value of the entire work as stipulated in the letter of award. xiv. Date of commencement of work: The date of commencement of work shall be the date of start as specified in schedule 'F' or the first date of handing over of the site, whichever is later, in accordance with the phasing if any, as indicated in the tender document. xv. GST shall mean Goods and Service Tax – Central, State and Inter State.
Scope and Performance	3. Where the context so requires, words imparting the singular only also include the plural and vice versa. Any reference to masculine gender shall whenever required include feminine gender and vice versa. 4. Headings and Marginal notes to these General Conditions of Contract shall not be deemed to form part thereof or be taken into consideration in the interpretation or construction thereof or of the contract. 5. The contractor shall be furnished, free of cost one certified copy of the contract documents except standard specifications, Schedule of Rates and such other printed and published documents, together with all drawings as may be forming part of the tender documents. None of these documents shall be used for any purpose other than that of this contract.
Works to be carried out	6. The work to be carried out under the Contract shall, except as otherwise provided in these conditions, include all labourers, materials, tools, plants, equipment and transport which may be required in preparation of and for and in the full and entire execution and completion of the works. The descriptions given in the Schedule of Quantities (Schedule- A) shall, unless otherwise stated, be held to include wastage on materials, carriage and cartage, carrying and return of empties, hoisting, setting, fitting and fixing in position and all other labours necessary in and for the full and entire execution and completion of the work as aforesaid in accordance with good practice and recognized principles.
Sufficiency of Tender	7. The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices quoted in the Schedule of Quantities, which rates and prices shall, except as otherwise provided, cover all his obligations under the Contract and all matters and things necessary for the proper completion and maintenance of the works.
Discrepancies and adjustment of Errors	8. The several documents forming the Contract are to be taken as mutually explanatory of one another, detailed drawings being followed in preference to small scale drawing and figured dimensions in preference to scale and special conditions in preference to General Conditions. 8.1 In the case of discrepancy between the schedule of Quantities, the Specifications and/ or the Drawings, the following order of preference shall be observed:- i. Description of Schedule of Quantities. ii. Particular Specification and Special Condition, if any. iii. Drawings. iv. CPWD Specifications. v. Indian Standard Specifications of B.I.S. 8.2 If there are varying or conflicting provisions made in any one document forming part of the contract, the Accepting Authority shall be the deciding authority with regard to the intention of the document and his decision shall be final and binding on the contractor. 8.3 Any error in description, quantity or rate in Schedule of Quantities or any omission therefrom shall not vitiate the Contract or release the Contractor from the execution of the whole or any part of the works comprised therein according to drawings and specifications or from any of his obligations under the contract.

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

GENERAL CONDITION OF CONTRACT

CLAUSES OF CONTRACT

Clause 1

Performance Guarantee

(i) The contractor shall submit an irrevocable Performance Guarantee of 5% (Five percent) of the tendered amount in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement, (not withstanding and/or without prejudice to any other provisions in the contract) within period specified in Schedule 'F' from the date of issue of letter of acceptance. This period can be further extended by the Engineer-in-Charge up to a maximum period as specified in schedule 'F' on written request of the contractor stating the reason for delays in procuring the Performance Guarantee, to the satisfaction of the Engineer-in-Charge. This guarantee shall be in the form of 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, if the same is submitted by the agency on scheduled format I as per GCC. If the same is submitted on the format II as per GCC, then the Performance Guarantee shall be valid up to the stipulated date of completion plus minimum 6 months beyond that. In case the time for completion of work gets enlarged, the contractor shall get the validity of Performance Guarantee extended to cover such enlarged time for completion of work. After recording of the completion certificate for the work by the competent authority, the performance guarantee shall be returned to the contractor, without any interest. However, in case of contracts involving maintenance of building and services/any other work after construction of same building and services/other work, then 50% of Performance Guarantee shall be retained as Security Deposit. The same shall be returned year wise proportionately.

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

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

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

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

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

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

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

Recovery of Security Deposit

Clause 1 A

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 lac subject to the condition that amount of such bank guarantee, except last one, shall not be less than Rs. 5 lac. Provided further that the validity of bank guarantee including the one given against the earnest money shall be in conformity with provisions contained in clause 17 which shall be extended from time to time depending upon extension of contract granted under provisions of clause 2 and clause 5.

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

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

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

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

Compensation for Delay

Clause 2

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

(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.

When Contract can be Determined

Clause 3

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 3 A

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.

Time and Extension for Delay

Clause 5

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.

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 E-in-C after

affording opportunity to the contractor, may give, supported with a programme (as specified under 5.4 above), a fair and reasonable extension within a reasonable period of occurrence of the event.

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

Computerized Measurement Book

Clause 6

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

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 Divisional Office records, and allotted a number as per the Register of Computerized MBs. This should be done before the corresponding bill is submitted to the Division Office for payment. The contractor shall submit two spare copies of such computerized 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 Division 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. Twenty lac or less till after the whole of the work shall have been completed and certificate of completion given. For works estimated to cost over Rs, Twenty lac 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. In case of delay in payment of intermediate bills after 45 days of submission of bill by the contractor provided the bill submitted by the contractor found to be in order, a simple interest @ 5% (five percent) per annum shall be paid to the contractor from the date of expiry of prescribed time limit which will be compounded on yearly basis

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

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

The Engineer-in-Charge in his sole discretion on the basis of a certificate from the Asstt. Engineer to the effect that the work has been completed up to the level in question make interim advance payments without detailed measurements for work done (other than foundations, items to be covered under finishing items) up to lintel level (including sunshade etc.) and slab level, for each floor working out at 75% of the assessed value. The advance payments so allowed shall be adjusted in the subsequent interim 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 EE of major discipline to the main contractor. Running payment for minor component shall be made by the Engineer-in-Charge of the discipline of minor component directly to the main contractor.

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

Clause 7A

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

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 Asstt. 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 upto : 3 months Rs. 10 Crore

(c) If the Tendered value of work exceeds Rs. 10 Crore : 6 months

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

Payment of Contractor's Bills to Banks

Clause 9A

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

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

Materials to be provided by the Contractor

Clause 10A

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

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

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

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

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

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

Clause 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.

Mobilization advance

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

Before any installment of advance is released, the contractor shall execute a Bank Guarantee 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.

Interest & Recovery

(iii) 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.

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

Clause 10C

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- rata 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 and POL shall be determined by the Price indices issued by the Director General, CPWD. For other items provided in the Schedule 'F', this shall be determined by the All India Wholesale Price Indices of materials as published by Economic Advisor to Government of India, Ministry of Commerce and Industry. Base price for cement, steel reinforcement, structural steel and POL shall be as issued under the authority of Director General CPWD applicable for Delhi including Noida, Gurgaon, Faridabad & Ghaziabad and for other places as issued under the authority of Zonal Chief Engineer, CPWD and base price of other materials issued by concerned Zonal Chief Engineer and 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

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

where,

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

P = Base Price of material as issued under authority of DG, CPWD or concerned Zonal Chief Engineer and as indicated in Schedule "F". For Projects and Original Works

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.

Clo = Price index for cement, steel reinforcement bars structural steel and POL as issued by the DG, CPWD and corresponding to the time of base price of respective material indicated in Schedule 'F'. For other items, if any, provided in Schedule 'F', All India Wholesale Price Index for the material as published by the Economic Advisor to Government of India, Ministry of Industry and Commerce 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 and POL as issued under the authority of DG, CPWD for period under consideration. For other items, if any, provided in Schedule 'F', All India Wholesale Price Index for the material for period under consideration as published by Economic Advisor to Government of India, Ministry of Industry and Commerce.

Note: (i) In respect of the justified period extended under the provisions of clause 5 of the contract without any action under clause 2, the index prevailing at the time of 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.

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

Clause 10CC

If the prices of materials (not being materials supplied or services rendered at fixed prices by the department in accordance with clause 10 & 34 thereof) and/or wages of labour required for execution of the work increase, the contractor shall be compensated for such increase as per provisions detailed below and the amount of the contract shall accordingly be varied, subject to the condition that 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

Cost of work for which escalation is applicable:

W = N

(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'

$$Vm = W \times \frac{Xm}{100} \times \frac{MI - MI_O}{MI_O}$$

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

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

Xm = Component of 'materials' (except cement, structural steel, reinforcement bars POL and other materials covered under clause10CA) expressed as percent of the total value of work.

Ml = 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.

Mlo = 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:-

$$VL = W \times \frac{Y}{100} \times \frac{LI - LI0}{LI0}$$

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_O : 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.

Dismantled Material Govt. Property

Clause 10 D

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

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

Clause 11

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

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

Deviations/ Variations Extent and Pricing

Clause 12

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

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

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

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

Deviation, Extra Items and Pricing

12.2 In the case of extra item(s) (items that are completely new, and are in addition to the items contained in the contract), the contractor may within fifteen days of receipt of order or occurrence of the item(s) 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 marketrates.

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.

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

Clause 13

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

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

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

(ii) Government shall have the option to take over contractor's materials or any part thereof either brought to site or of which the contractor is legally bound to accept delivery from suppliers (for incorporation in or incidental to the work) provided, however Government shall be bound to take over the materials or such portions thereof as the contractor does not desire to retain. For materials taken over or to be taken over by Government, cost of such materials as detailed by Engineer-in- Charge shall be paid. The cost shall, however, take into account purchase price, cost of transportation and deterioration or damage which may have been caused to materials whilst in the custody of the contractor.

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

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

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

The reasonable amount of items on (i), (iii) and (iv) 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.

Carrying out part work at risk & cost of Contractor

Clause 14

If contractor:

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

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

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

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

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

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

The Engineer-in-Charge shall determine the amount, if any, is recoverable from the contractor for completion of the part work/ part incomplete work of any item(s) taken out of his hands and execute at the risk and cost of the contractor, the liability of contractor on account of

loss or damage suffered by Government because of action under this clause shall not exceed 10% of the tendered value of the work.

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

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

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

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

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

Suspension of Work

Clause 15

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

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

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

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

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

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

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

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

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

Action in case Work not done as per Specifications

Clause 16

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

If it shall appear to the Engineer-in-charge or his authorized subordinates in charge of the work or to the Chief Engineer in charge of Quality Assurance or his subordinate officers or the officers of the organization engaged by the Department for Quality Assurance or to the Chief Technical Examiner or his subordinate officers, that any work has been executed with unsound, imperfect, or unskillful workmanship, or with materials or articles provided by him for the execution of the work which are unsound or of a quality inferior to that contracted or otherwise not in accordance with the contract, the contractor shall, on demand in writing which shall be made within twelve months (six months in the case of work costing Rs. 10 Lac and below except road work) of the completion of the work from the Engineer-in-Charge

specifying the work, materials or articles complained of notwithstanding that the same may have been passed, certified and paid for forthwith rectify, or remove and reconstruct the work so specified in whole or in part, as the case may require or as the case may be, remove the materials or articles so specified and provide other proper and suitable materials or articles at his own charge and cost. In the event of the failing to do so within a period specified by the Engineer-in- Charge in his demand aforesaid, then the contractor shall be liable to pay compensation at the same rate as under clause 2 of the contract (for non-completion of the work in time) for this default.

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

Contractor Liable for Damages, defects during defect liability Period

Clause 17

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

Contractor to Supply Tools & Plants etc.

Clause 18

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

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

Recovery of Compensation paid to Workmen

Clause 18A

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

Ensuring Payment and Amenities to Workers if Contractor fails

Clause 18B

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

Labour Laws to be complied by the Contractor

Clause 19

The contractor shall 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.

Payment of Wages

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 C.P.W.D. Contractor's Labour Regulations or as per the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and the contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable.

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

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

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

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

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

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

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

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

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

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

CLAUSE 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 C.P.W.D. Safety Code framed from time to time and shall at his own expense provide for all facilities in connection therewith. In case the contractor fails to make arrangement and provide necessary facilities as aforesaid, he shall be liable to pay a penalty as decided by the authority mentioned in Schedule F for each default and in addition, the Engineer-in- Charge shall be at liberty to make arrangement and provide facilities as aforesaid and recover the costs incurred in that behalf from the contractor.

CLAUSE 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 Divisional Officer shall be final in deducting from any bill due to the contractor, the amount levied as fine and be binding on the contractor.

CLAUSE 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.

Clause 19G

In the event of the contractor(s) committing a default or breach of any of the provisions of the Central Public Works Department, Contractor's Labour Regulations and Model Rules for the protection of health and sanitary arrangements for the workers as amended from time to time or furnishing any information or submitting or filing any statement under the provisions of the above Regulations and' Rules which is materially incorrect, he/they shall, without prejudice to any other liability, pay to the Government a sum as decided by the authority mentioned in Schedule F for every default, breach or furnishing, making, submitting, filing such materially incorrect statements and in the event of the contractor(s) defaulting continuously in this respect, the penalty may be enhanced to 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 C.P.W.D. Contractor's Labour Regulations and Model Rules and the provisions of the Contract Labour (Regulation and Abolition) Act 1970, and the Contract Labour (R& A) Central Rules 1971, for the protection of health and sanitary arrangements for work-people employed by the contractor(s) (hereinafter referred as "the said Rules") the Engineer-in-Charge shall have power to give notice in writing to the contractor(s) requiring that the said Rules be complied with and the amenities prescribed therein be provided to the work-people within a reasonable time to be specified in the notice. If the contractor(s) shall fail within the period specified in the notice to comply with and/ observe the said Rules and to provide the amenities to the work-people as aforesaid, the Engineer-in-Charge shall have the power to provide the amenities hereinbefore mentioned at the cost of the contractor(s). The contractor(s) shall erect, make and maintain at his/their own expense and as per approved standards all necessary huts and sanitary arrangements required for his/their work-people on the site in connection with the execution of the works, and if the same shall not have been erected or constructed, according to approved standards, the Engineer-in-Charge shall have power to give notice in writing to the contractor(s) requiring that the said huts and sanitary arrangements be remodelled and/or reconstructed according to approved standards, and if the contractor(s) shall fail to remodel or reconstruct such huts and sanitary arrangements according to approved standards within the period specified in the notice, the Engineer-in-Charge shall have the power to remodel or reconstruct such huts and sanitary arrangements according to approved standards at the cost of the contractor(s).

CLAUSE 19H

The contractor(s) shall at his/their own cost 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 kutcha 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 whose decision shall be final both with regard to the justification and quantum and be binding on the contractor.

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

Employment of skilled/semi skilled workers

Clause 19K

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

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

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

For 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 CPWD Regional Training Institute & National Skill Development Corporation (NSDC) for certification at the level of skilled/semi skilled tradesmen. The cost of such training as stated above shall be born by the Government. The necessary space and workers shall be provided by the contractor and no claim what so ever shall be entertained.

Contribution of EPF and ESI

Clause 19L

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.

Minimum Wages Act to be Complied With

Clause 20

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

Work not to be sublet. Action in case of in solvency

Clause 21

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

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.

Changes in firm's Constitution to be Intimated

Clause 23

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.

Life Cycle Cost

Clause 24

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

Settlement of Disputes & Arbitration

Clause 25

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

(i) If the contractor considers any work demanded of him to be outside the requirements of the contract, or disputes any drawings, record or decision given in writing by the Engineer-in-Charge 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/ CPM, or where there is no Chief Engineer/CPM, request the Additional Director General/Special Director General ,who shall refer the disputes to Dispute Reressal 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/CPM/ADG/SDG. 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 the concerned ADG/SDG for acceptance. ADG/ SDG in a time limit of 30 days from receipt of DRC decision will convey acceptance or other wise on the said decision .If the Dispute Redressal Committee (DRC) fails to give its decision within the aforesaid period or the ADG/SDG fails to give his decision in the aforesaid time limit or any party is dissatisfied with the decision of Dispute Redressal Committee (DRC)/ ADG/ SDG theneither party may within a period of 30 days from the receipt of the decision of Dispute Redressal Committee (DRC)/ ADG/ SDG or on expiry of aforesaid the time limits available to DRC/ ADG/SDG ,may give notice to the Chief Engineer/CPM, CPWD, in charge of the work or if there be no Chief Engineer/ CPM,, the Additional Director General /Special Director General concerned or if there be no Additional Director General/ Special Director General, the Director General, CPWD for appointment of arbitrator on prescribed proforma as per Appendix XVII 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/ADG/ SDG 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/ADG/ SDG /DG 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 Director General, CPWD 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 thatthe 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 ADG/ SDG 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/ 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 DG, CPWD, OM issued vide no.2/2006/SE(TLC)/CSQ /137 dated 19-11-2019 (or its latest amendment as approved by DG, CPWD). 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.

Contractor to Indemnify Govt. against Patent Rights

Clause 26

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

Lumpsum Provisions in Tender.

Clause 27

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

Action where no Specifications are Specified

Clause 28

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

Withholding and lien in respect of sum due from Contractor

Clause 29

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

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

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

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

Lien in respect of claims in other Contracts

Clause 29A

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

Employment of coal mining or controlled area labour not Permissible

Clause 29B

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 Commissionery, Districts of Bankuara, Birbhum, Burdwan, District of Bilaspur.

Any other area which may be declared a Controlled Area by or with the approval of the Central Government.

Water for Works

Clause 30

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

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

(ii) The Engineer-in-Charge shall make alternative arrangements for supply of water at the risk and cost of contractor(s) if the arrangements made by the contractor(s) for procurement of water are in the opinion of the Engineer-in- Charge, unsatisfactory.

Alternate water Arrangements

Clause 30A

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.

Hire of Plant & Machinery

Clause 31

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

Employment of Technical Staff and employees

Clause 32

Contractors Superintendence, Supervision, Technical Staff & Employees

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

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

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

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

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

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

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

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

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 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 CPWD then the contractor not allowed to tender

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

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

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

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

Clause 37

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

Theoretical consumption of Material

Clause 38

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

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

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

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

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

Over the theoretical quantities of materials so computed a variation shall be allowed as specified in Schedule 'F'For non scheduled items, the decision of the SE/ Superintending Engineer cum PD/ CE/ CPM cum ED 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 Divisional Officer upto Rs.2,00,000/-- and by the next higher officer concerned for a higher amount. The contractor shall be paid for the damages/destruction suffered and for restoring the material at the rate based on analysis of rates tendered for in accordance with the provision of the contract. The certificate of the Engineer-in-Charge regarding the quality and quantity of materials and the purpose for which they were collected shall be final and binding on all parties to this contract.

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

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

Release of Security Deposit of the work shall not be refunded till the contractor produces a clearance certificate from the Labour Officer. As soon as the work is virtually complete the contractor shall apply for the clearance certificate to the Labour Officer under intimation to the Engineer-in-Charge. The Engineer-in-Charge, on receipt of the said communication, shall write to the Labour Officer to intimate if any complaint is pending against the contractor in respect of the work. If no complaint is pending, on record till after 3 months after completion of the work and/or no communication is received from the Labour Officer to this effect till six months after the date of completion, it will be deemed to have received the clearance certificate and the Security Deposit will be released if otherwise due.

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

INTEGRITY PACT

To,

Sub: NIT No ---------- **Development of Panchayat Market with City Square at Silvassa consisting of RCC, Architectural Finishes, MEP Services, Landscape and Miscellaneous Works including One (1) Year defect liability period and operation and maintenance of entire project for Five (5) years.**

Dear Sir,

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

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

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

Yours faithfully

Sd/-
Chief Executive Officer
Silvassa Smart City Limited

INTEGRITY PACT

To,

Chief Executive Officer,
Silvassa Smart City Limited
Silvassa

Sub: Submission of Tender for the **Development of Panchayat Market with City Square at Silvassa consisting of RCC, Architectural Finishes, MEP Services, Landscape and Miscellaneous Works including One (1) Year defect liability period and operation and maintenance of entire project for Five (5) years.**

Dear Sir,

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

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

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

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

Yours faithfully

(Duly authorized signatory of the Bidder)

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

INTEGRITY AGREEMENT

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

BETWEEN

President of India represented through Chief Executive Officer, SILVASSA SMART CITY LIMITED, Silvassa , (Hereinafter referred as the **'Principal/Owner',** which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

(Name and Address of the Individual/firm/Company)

through..... (Hereinafter referred to as the

(Details of duly authorized signatory) **"Bidder/Contractor"**and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

Preamble

WHEREAS the Principal / Owner has floated the Tender(NIT No.....) (hereinafter referred to as "Tender/Bid") and intends to award, under laid down organizational procedure, contract for(Name of work) hereinafter referred to as the "Contract".

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

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

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

Article 1: Commitment of the Principal/Owner

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

a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legallyentitled to.
b) The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.
c) The Principal/Owner shall endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.

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

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

1. It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government / Department all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
2. The Bidder(s)/Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:

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

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

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

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

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

3. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
4. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.
5. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).

Article 3: Consequences of Breach

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

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

Article 4: Previous Transgression

1. The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.
2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder/Contractor as deemed fit by the Principal/ Owner.
3. If the Bidder/Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

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

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

Article 6- Duration of the Pact

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

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

Article 7- Other Provisions

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

Article 8- LEGAL AND PRIOR RIGHTS

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

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:
(For and on behalf of Principal/Owner)

(For and on behalf of Bidder/Contractor)

WITNESSES:

1.....

(Signature, name and address)

2.....

(Signature, name and address)

Place:

Dated:

C.P.W.D. SAFETY CODE

1. Suitable scaffolds should be provided for workmen for all works that cannot safely be done from the ground, or from solid construction except such short period work as can be done safely from ladders. When a ladder is used, an extra mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying materials as well suitable footholds and hand-hold shall be provided on the ladder and the ladder shall be given an inclination not steeper than ¼ to 1(¼ horizontal and 1 vertical.)
2. Scaffolding of staging more than 3.6 m (12ft.) above the ground or floor, swung or suspended from an overhead support or erected with stationary support shall have a guard rail properly attached or bolted, braced and otherwise secured at least 90 cm. (3ft.) high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such opening as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.
3. Working platforms, gangways and stairways should be so constructed that they should not sag unduly or unequally, and if the height of the platform or the gangway or the stairway is more than 3.6 m (12ft.) above ground level or floor level, they should be closely boarded, should have adequate width and should be suitably fastened as described in (2) above.
4. Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of person or materials by providing suitable fencing or railing whose minimum height shall be 90 cm. (3ft.)
5. Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9m. (30ft.) in length while the width between side rails in rung ladder shall in no case be less than 29 cm. (11½"*)* for ladder upto and including 3 m. (10 ft.) in length. For longer ladders, this width should be increased at least ¼"for each additional 30 cm. (1 foot) of length. Uniform step spacing of not more than 30 cm shall be kept. Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites or work shall be so stacked or placed as to cause danger or inconvenience to any person or the public. The contractor shall provide all necessary fencing and lights to protect the public from accident and shall be bound to bear the expenses of defense of every suit, action or other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and cost which may be awarded in any such suit; action or proceedings to any such person or which may, with the consent of the contractor, be paid to compensate any claim by any such person.
6. (a) Excavation and Trenching - All trenches 1.2 m. (4ft.) or more in depth, shall at all times be supplied with at least one ladder for each 30 m. (100 ft.) in length or fraction thereof, Ladder shall extend from bottom of the trench to at least 90 cm. (3ft.) above the surface of the ground. The side of the trenches which are 1.5 m. (5ft.) or more in depth shall be stepped back to give suitable slope or securely held by timber bracing, so as to avoid the danger of sides collapsing. The excavated materials shall not be placed within 1.5 m. (5ft.) of the edges of the trench or half of the depth of the trench whichever is more. Cutting shall be done from top to bottom. Under no circumstances, undermining or undercutting shall be done.

   (b) Safety Measures for digging bore holes:-

   (i). If the bore well is successful, it should be safely capped to avoid caving and collapse of the bore well. The failed and the abandoned ones should be completely refilled to avoid caving and collapse;

   (ii). During drilling, Sign boards should be erected near the site with the address of the drilling contractor and the Engineer in-charge of the work;

   (iii). Suitable fencing should be erected around the well during the drilling and after the installation of the rig on the point of drilling, flags shall be put 50m around the point of drilling to avoid entry of people;

(iv). After drilling the bore well, a cement platform (0.50m x 0.50m x 1.20m) 0.60m above ground level and 0.60m below ground level should be constructed around the well casing;

(v). After the completion of the bore well, the contractor should cap the bore well properly by welding steel plate, cover the bore well with the drilled wet soil and fix thorny shrubs over the soil. This should be done even while repairing the pump;

(vi). After the bore well is drilled the entire site should be brought to the ground level.

7. Demolition - Before any demolition work is commenced and also during the progress of the work,

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

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

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

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

(i) Workers employed on mixing asphaltic materials, cement and lime mortars shall be provided with protective footwear and protective goggles.

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

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

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

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

a) Entry for workers into the line shall not be allowed except under supervision of the JE or any other higher officer.

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

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

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

e) Safety belt with rope should be provided to the workers. While working inside the manholes, such rope should be handled by two men standing outside to enable him to be pulled out during emergency.

f) The area should be barricaded or cordoned of by suitable means to avoid mishaps of any kind. Proper warning signs should be displayed for the safety of the public whenever cleaning works are undertaken during night or day.

g) No smoking or open flames shall be allowed near the blocked manhole being cleaned.

h) The malba obtained on account of cleaning of blocked manholes and sewer lines should be immediately removed to avoid accidents on account of slippery nature of the malba.

i) Workers should not be allowed to work inside the manhole continuously. He should be given rest intermittently. The Engineer-in-Charge shall decide the time up to which a worker may be allowed to work continuously inside the manhole.

j) Gas masks with Oxygen Cylinder should be kept at site for use in emergency.

k) Air-blowers should be used for flow of fresh air through the manholes. Whenever called for, portable air blowers are recommended for ventilating the manholes. The Motors for these shall be vapour proof and of totally enclosed type. Non sparking gas engines also could be used but they should be placed at least 2 meters away from the opening and on the leeward side protected from wind so that they will not be a source of friction on any inflammable gas that might be present.

l) The workers engaged for cleaning the manholes/sewers should be properly trained before allowing to work in the manhole.

m) The workers shall be provided with Gumboots or non sparking shoes bump helmets and gloves non sparking tools safety lights and gas masks and portable air blowers (when necessary). They must be supplied with barrier cream for anointing the limbs before working inside the sewer lines.

n) Workmen descending a manhole shall try each ladder stop or rung carefully before putting his full weight on it to guard against insecure fastening due to corrosion of the rung fixed to manhole well.

o) If a man has received a physical injury, he should be brought out of the sewer immediately and adequate medical aid should be provided to him.

p) The extent to which these precautions are to be taken depend on individual situation but the decision of the Engineer-in-Charge regarding the steps to be taken in this regard in an individual case will be final.

(vi) The Contractor shall not employ men and women below the age of 18 years on the work of painting with products containing lead in any form. Wherever men above the age of 18 are employed on the work of lead painting, the following precaution should be taken:-

a) No paint containing lead or lead products shall be used except in the form of paste or readymade paint.

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

c) Overalls shall be supplied by the contractors to the workmen and adequate facilities shall be provided to enable the working painters to wash during and on the cessation of work.

(vii) Workmen executing work on scaffolds or other structures above specified height shall be provided with full body harness and fall arresters.

9. An additional clause (viii)(i) of Central Public Works Department Safety Code (iv) the Contractor shall not employ women and men below the age of 18 on the work of painting with product containing lead in any form, wherever men above the age of 18 are employed on the work of lead painting, the following principles must be observed for such use :

(i) White lead, sulphate of lead or product containing these pigment, shall not be used in painting operation except in the form of pastes or paint ready for use.

(ii) Measures shall be taken, wherever required in order to prevent danger arising from the application of paint in the form of spray.

(iii) Measures shall be taken, wherever practicable, to prevent danger arising out of from dust caused by dry rubbing down and scraping.

(iv) Adequate facilities shall be provided to enable working painters to wash during and on cessation of work.

(v) Overall shall be worn by working painters during the whole of working period.

(vi) Suitable arrangement shall be made to prevent clothing put off during working hours being spoiled13 by painting materials.

(vii) Cases of lead poisoning and suspected lead poisoning shall be notified and shall be subsequently verified by medical man appointed by competent authority of C.P.W.D PWD(DA).

(viii) C.P.W.D./PWD (DA) may require, when necessary medical examination of workers.

(ix) Instructions with regard to special hygienic precautions to be taken in the painting trade shall be distributed to working painters.

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

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

(i) (a) These shall be of good mechanical construction, sound materials and adequate strength and free from patent defects and shall be kept repaired and in good working order.

(b) Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength, and free from patent defects.

(ii) Every crane driver or hoisting appliance operator, shall be properly qualified and no person under the age of 21 years should be in charge of any hoisting machine including any scaffolding winch or give signals to operator.

(iii) In case of every hoisting machine and of every chain ring hook, shackle swivel and pulley block used in hoisting or as means of suspension, the safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with the safe working load. In case of a hoisting machine having a variable safe working load each safe working load and the condition under which it is applicable shall be clearly indicated. No part of any machine or any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.

(iv) In case of departmental machines, the safe working load shall be notified by the Electrical Engineer-in-Charge. As regards contractor's machines the contractors shall notify the safe working load of the machine to the Engineer-in-Charge whenever he brings any machinery to site of work and get it verified by the Electrical Engineer concerned.

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

13. All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities should be provided at or near places of work.

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

15. To ensure effective enforcement of the rules and regulations relating to safety precautions the arrangements made by the contractor shall be open to inspection by the Labour Officer or Engineer-in-Charge of the department or their representatives.

16. Notwithstanding the above clauses from (1) to (15), there is nothing in these to exempt the contractor from the operations of any other Act or Rule in force in the Republic of India.

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

1. APPLICATION

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

2. DEFINITION

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

3. FIRST-AID FACILITIES

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

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

(a) For work places in which the number of contract labour employed does not exceed 50-

Each first-aid box shall contain the following equipment: -

1. 6 small sterilised dressings.
2. 3 medium size sterilised dressings.
3. 3 large size sterilised dressings.
4. 3 large sterilised burn dressings.
5. 1 (30 ml.) bottle containing a two per cent alcoholic solution of iodine.
6. 1 (30 ml.) bottle containing salvolatile having the dose and mode of administration indicated on the label.
7. 1 snakebite lancet.
8. 1 (30 gm) bottle of potassium permanganate crystals.
9. 1 pair scissors.
10. 1 copy of the first-aid leaflet issued by the Director General, Factory Advice Service and Labour Institutes, Government of India.
11. 1 bottle containing 100 tablets (each of 5 gm) of aspirin.
12. Ointment for burns.
13. A bottle of suitable surgical antiseptic solution.

(b) For work places in which the number of contract labour exceed 50.

Each first-aid box shall contain the following equipment.

1. 12 small sterilised dressings.
2. 6 medium size sterilised dressings.
3. 6 large size sterilised dressings.
4. 6 large size sterilised burn dressings.
5. 6 (15 gm) packets sterilised cotton wool.
6. 1 (60 ml.) bottle containing a two per cent alcoholic solution iodine.
7. 1 (60 ml.) bottle containing salvolatile having the dose and mode of administration indicated on the label.
8. 1 roll of adhesive plaster.
9. 1 snake bite lancet.
10. 1 (30 gm) bottle of potassium permanganate crystals.
11. 1 pair scissors.
12. 1 copy of the first-aid leaflet issued by the Director General Factory Advice Service and Labour Institutes /Government of India.
13. A bottle containing 100 tablets (each of 5 gm) of aspirin.
14. Ointment for burns.
15. A bottle of suitable surgical antiseptic solution.

(iii) Adequate arrangements shall be made for immediate recoupment of the equipment when necessary.

(iv) Nothing except the prescribed contents shall be kept in the First-aid box.

(v) The first-aid box shall be kept in charge of a responsible person who shall always be readily available during the working hours of the work place.

(vi) A person in charge of the First-aid box shall be a person trained in First-aid treatment in the work places where the number of contract labour employed is 150 or more.

(vii) In work places where the number of contract labour employed is 500 or more and hospital facilities are not available within easy distance from the works. First-aid posts shall be established and run by a trained compounder. The compounder shall be on duty and shall be available at all hours when the workers are at work.

(viii) Where work places are situated in places which are not towns or cities, a suitable motor transport shall be kept readily available to carry injured person or person suddenly taken ill to the nearest hospital.

4. DRINKING WATER

(i) In every work place, there shall be provided and maintained at suitable places, easily accessible to labour, a sufficient supply of cold water fit for drinking.

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

(iii) Every water supply or storage shall be at a distance of not less than 50 feet from any latrine drain or other source of pollution. Where water has to be

drawn from an existing well which is within such proximity of latrine, drain or any other source of pollution, the well shall be properly chlorinated before water is drawn from it for drinking. All such wells shall be entirely closed in and be provided with a trap door which shall be dust and waterproof.

(iv) A reliable pump shall be fitted to each covered well, the trap door shall be kept locked and opened only for cleaning or inspection which shall be done at least once a month.

5. WASHING FACILITIES

(i) In every work place adequate and suitable facilities for washing shall be provided and maintained for the use of contract labour employed therein.

(ii) Separate and adequate cleaning facilities shall be provided for the use of male and female workers.

(iii) Such facilities shall be conveniently accessible and shall be kept in clean and hygienic condition.

6. LATRINES AND URINALS

(i) Latrines shall be provided in every work place on the following scale namely :-

a) Where female are employed, there shall be at least one latrine for every 25 females.

b) Where males are employed, there shall be at least one latrine for every 25 males.

Provided that, where the number of males or females exceeds 100, it shall be sufficient if there is one latrine for 25 males or females as the case may be upto the first 100, and one for every 50 thereafter.

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

(iii) Construction of latrines: The inside walls shall be constructed of masonry or some suitable heat-resisting nonabsorbent materials and shall be cement washed inside and outside at least once a year, Latrines shall not be of a standard lower than borehole system.

(iv) (a) Where workers of both sexes are employed, there shall be displayed outside each block of latrine and urinal, a notice in the language understood by the majority of the workers “For Men only” or “For Women Only” as the case may be.

(b) The notice shall also bear the figure of a man or of a woman, as the case may be.

(v) There shall be at least one urinal for male workers up to 50 and one for female workers up to fifty employed at a time, provided that where the number of male or female workmen, as the case may be exceeds 500, it shall be sufficient if there is one urinal for every 50 males or females up to the first 500 and one for every 100 or part thereafter.

(vi) (a) The latrines and urinals shall be adequately lighted and shall be maintained in a clean and sanitary condition at all times.

(b) Latrines and urinals other than those connected with a flush sewage system shall comply with the requirements of the Public Health Authorities.

(vii) Water shall be provided by means of tap or otherwise so as to be conveniently accessible in or near the latrines and urinals.

(viii) Disposal of excreta: - Unless otherwise arranged for by the local sanitary authority, arrangements for proper disposal of excreta by incineration at the work place shall be made by means of a suitable incinerator. Alternately excreta may be disposed of by putting a layer of night soil at the bottom of a pucca tank prepared for the purpose and covering it with a 15 cm. layer of waste or refuse and then covering it with a layer of earth for a fortnight (when it will turn to manure).

(ix) The contractor shall at his own expense, carry out all instructions issued to him by the Engineer-in-Charge to effect proper disposal of night soil and other conservancy work

in respect of the contractor's workmen or employees on the site. The contractor shall be responsible for payment of any charges which may be levied by Municipal or Cantonment Authority for execution of such on his behalf.

7. PROVISION OF SHELTER DURING REST

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

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

8. CRECHES

(i) At every work place, at which 20 or more women worker are ordinarily employed, there shall be provided two rooms of reasonable dimensions for the use of their children under the age of six years. One room shall be used as a play room for the children and the other as their bedroom. The rooms shall be constructed with specifications as per clause 19H (ii) a, b& c.

(ii) The rooms shall be provided with suitable and sufficient openings for light and ventilation. There shall be adequate provision of sweepers to keep the places clean.

(iii) The contractor shall supply adequate number of toys and games in the play room and sufficient number of cots and beddings in the bed room.

(iv) The contractor shall provide one ayaa to look after the children in the crèche when the number of women workers does not exceed 50 and two when the number of women workers exceeds 50.

(v) The use of the rooms earmarked as crèches shall be restricted to children, their attendants and mothers of the children.

9. CANTEENS

(i) In every work place where the work regarding the employment of contract labour is likely to continue for six months and where in contract labours numbering one hundred or more are ordinarily employed, an adequate canteen shall be provided by the contractor for the use of such contract labour.

(ii) The canteen shall be maintained by the contractor in an efficient manner.

(iii) The canteen shall consist of at least a dining hall, kitchen, and storeroom, pantry and washing places separately for workers and utensils.

(iv) The canteen shall be sufficiently lighted at all times when any person has access to it.

(v) The floor shall be made of smooth and impervious materials and inside walls shall be lime-washed or colour washed at least once in each year.
Provided that the inside walls of the kitchen shall be lime-washed every four months.

(vi) The premises of the canteen shall be maintained in a clean and sanitary condition.

(vii) Waste water shall be carried away in suitable covered drains and shall not be allowed to accumulate so as to cause a nuisance.

(viii) Suitable arrangements shall be made for the collection and disposal of garbage.

(ix) The dining hall shall accommodate at a time 30 per cent of the contract labour working at a time.

(x) The floor area of the dining hall, excluding the area occupied by the service counter and any furniture except tables and chairs shall not be less than one square meter (10 sft) per diner to be accommodated as prescribed in sub-Rule 9.

(xi) (a) A portion of the dining hall and service counter shall be partitioned off and reserved for women workers in proportion to their number.
(b) Washing places for women shall be separate and screened to secure privacy.

(xii) Sufficient tables stools, chair or benches shall be available for the number of diners to be accommodated as prescribed in sub-Rule 9.

(xiii) (a) 1. There shall be provided and maintained sufficient utensils crockery, furniture and any other equipment necessary for the efficient running of the canteen.

2. The furniture utensils and other equipment shall be maintained in a clean and hygienic condition.

(b) 1. Suitable clean clothes for the employees serving in the canteen shall be provided and maintained.

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

3. Suitable facilities including an adequate supply of hot water shall be provided for the cleaning of utensils and equipment.

(xiv) The food stuffs and other items to be served in the canteen shall be in conformity with the normal habits of the contract labour.

(xv) The charges for food stuffs, beverages and any other items served in the canteen shall be based on 'No profit, No loss' and shall be conspicuously displayed in the canteen.

(xvi) In arriving at the price of foodstuffs, and other article served in the canteen, the following items shall not be taken into consideration as expenditure namely:-

a) The rent of land and building.
b) The depreciation and maintenance charges for the building and equipment provided for the canteen.
c) The cost of purchase, repairs and replacement of equipment including furniture, crockery, cutlery and utensils.
d) The water charges and other charges incurred for lighting and ventilation.
e) The interest and amounts spent on the provision and maintenance of equipment provided for the canteen.

(xvii) The accounts pertaining to the canteen shall be audited once every 12 months by registered accountants and auditors.

10. ANTI-MALARIAL PRECAUTIONS

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

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

12. AMENDMENTS

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

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

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

2. DEFINITIONS

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

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

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

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

No person below the age of 14 years shall be employed to act as a workman.

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

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

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

3.

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

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

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

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

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

4. DISPLAY OF NOTICE REGARDING WAGESETC.

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

5. PAYMENT OF WAGES

i. The contractor shall fix wage periods in respect of which wages shall be payable.
ii. No wage period shall exceed one month.
iii. The wages of every person employed as contract labour in an establishment or by a contractor where less than one thousand such persons are employed shall be paid before the expiry of seventh day and in other cases before the expiry of tenth day after the last day of the wage period in respect of which the wages are payable.
iv. Where the employment of any worker is terminated by or on behalf of the contractor the wages earned by him shall be paid before the expiry of the second working day from the date on which his employment is terminated.
v. All payment of wages shall be made on a working day at the work premises and during the working time and on a date notified in advance and in case the work is completed before the expiry of the wage period, final payment shall be made within 48 hours of the last workingday.
vi. Wages due to every worker shall be paid to him direct by contractor through Bank or ECS or online transfer to his bank account.
vii. All wages shall be paid through Bank or ECS or online transfer.
viii. Wages shall be paid without any deductions of any kind except those specified by the Central Government by general or special order in this behalf or permissible under the Payment of Wages Act1956.
ix. A notice showing the wages period and the place and time of disbursement of wages shall be displayed at the place of work and a copy sent by the contractor to the Engineer-in-Charge under acknowledgment.
x. It shall be the duty of the contractor to ensure the disbursement of wages through bank account of labour.
xi. The contractor shall obtain from the Junior Engineer or any other authorized representative of the Engineer-in-Charge as the case may be, a certificate under his signature at the end of the entries in the "Register of Wages" or the "Wage-cum-Muster Roll" as the case may be in the following form:-
xii. "Certified that the amount shown in column No has been paid to the workman concerned through bank account of labour on at……"

FINES AND DEDUCTIONS WHICH MAY BE MADE FROM WAGES

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

viii. Note :- An approved list of Acts and Omissions for which fines can be imposed is enclosed at Appendix-X

ix. No fine shall be imposed on a worker and no deduction for damage or loss shall be made from his wages until the worker has been given an opportunity of showing cause against such fines or deductions.

x. The total amount of fine which may be imposed in any one wage period on a worker shall not exceed an amount equal to three paise in a rupee of the total wages, payable to him in respect of that wage period.

xi. No fine imposed on any worker shall be recovered from him by installment, or after the expiry of sixty days from the date on which it was imposed.

xii. Every fine shall be deemed to have been imposed on the day of the act or omission in respect of which it was imposed.

LABOUR RECORDS

i. The contractor shall maintain a Register of persons employed on work on contract in Form XIII of the CL (R&A) Central Rules 1971 (Appendix IV)

ii. The contractor shall maintain a Muster Roll register in respect of all workmen employed by him on the work under Contract in Form XVI of the CL (R&A) Rules 1971 (Appendix V).

iii. The contractor shall maintain a Wage Register in respect of all workmen employed by him on the work under contract in Form XVII of the CL (R&A) Rules 1971 (Appendix VI).

iv. Register of accident - The contractor shall maintain a register of accidents in such form as may be convenient at the work place but the same shall include the following particulars:

v. Full particulars of the labourers who met with accident.

a) Rate of Wages.
b) Sex
c) Age
d) Nature of accident and cause of accident.
e) Time and date of accident.
f) Date and time when admitted in Hospital,
g) Date of discharge from the Hospital.
h) Period of treatment and result of treatment.
i) Percentage of loss of earning capacity and disability as assessed by Medical Officer.
j) Claim required to be paid under Workmen's Compensation Act.
k) Date of payment of compensation.
l) Amount paid with details of the person to whom the same was paid.
m) Authority by whom the compensation was assessed.
n) Remarks

vi. The contractor shall maintain a Register of Fines in the Form XII of the CL (R&A) Rules 1971 (Appendix-XI)

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

viii. The contractor shall maintain a Register of deductions for damage or loss in Form XX of the CL (R&A) Rules 1971 (Appendix-XII)

ix. The contractor shall maintain a Register of Advances in Form XXIII of the CL (R&A) Rules 1971 (Appendix-XIII)

x. The contractor shall maintain a Register of Overtime in Form XXIII of the CL (R&A) Rules 1971 (Appendix-XIV)

6. ATTENDANCE CARD-CUM-WAGE SLIP

i. The contractor shall issue an Attendance card-cum-wage slip to each workman employed by him in the specimen form at (Appendix-VII)

ii. The card shall be valid for each wage period.

iii. The contractor shall mark the attendance of each workman on the card twice each day, once at the commencement of the day and again after the rest interval, before he actually starts work.

iv. The card shall remain in possession of the worker during the wage period under reference.

v. The contractor shall complete the wage slip portion on the reverse of the card at least a day prior to the disbursement of wages in respect of the wage period under reference.

vi. The contractor shall obtain the signature or thumb impression of the worker on the wage slip at the time of disbursement of wages and retain the card with himself.

7. EMPLOYMENT CARD

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

8. SERVICE CERTIFICATE

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

9. PRESERVATION OF LABOUR RECORDS

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

10. POWER OF LABOUR OFFICER TO MAKE INVESTIGATIONS OR ENQUIRY

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

11. REPORT OF LABOUR OFFICER

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

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

12. APPEAL AGAINST THE DECISION OF LABOUR OFFICER

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

13. PROHIBITION REGARDING REPRESENTATION THROUGH LAWYER

i. A workman shall be entitled to be represented in any investigation or enquiry under these regulations by:-

a) An officer of a registered trade union of which he is a member.
b) An officer of a federation of trade unions to which the trade union referred to in clause (a) is affiliated.
c) Where the employer is not a member of any registered trade union, by an officer of a registered trade union, connected with the industry in which the worker is employed or by any other workman employed in the industry in which the worker is employed.

ii. An employer shall be entitled to be represented in any investigation or enquiry under these regulations by :-

a) An officer of an association of employers of which he is a member.
b) An officer of a federation of associations of employers to which association referred to in clause (a) is affiliated.
c) Where the employers is not a member of any association of employers, by an officer of association of employer connected with the industry in which the employer is engaged or by any other employer, engaged in the industry in which the employer is engaged.

iii. No party shall be entitled to be represented by a legal practitioner in any investigation or enquiry under these regulations.

14. INSPECTION OF BOOKS AND SLIPS

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

15. SUBMISSIONS OF RETURNS

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

16. AMENDMENTS

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

Appendix 'I'

REGISTER OF MATERNITY BENEFITS (Clause 19 F)

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 name
1.	2.	3.	4.	5.

Date on which maternity leave commenced and ended

	In case of delivery		In case on miscarriage	
Date of delivery/ miscarriage	Commenced	Ended	Commenced	Ended
6.	7.	8.	9.	10.

Leave pay paid to the employee

In case of delivery		In case on miscarriage		Remarks
Rate of leave pay	Amount paid	Rate of leave pay	Amount paid	
11.	12.	13.	14.	15.

Appendix 'll'

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

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.

Appendix 'III'

Labour Board

Name of work ……

Name of Contractor ……

Address of Contractor ……

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

Name of C.P.W.D. Labour Officer ……

Address of C.P.W.D. Labour Officer ……

Name of Labour Enforcement Officer ……

Address of Labour Enforcement Officer ……

Sl. No.	Category	Minimum wage fixed	Actual wage paid	Number present	Remarks

Weekly holiday ……

Wage period ……

Date of payment of wages ……

Working hours ……

Rest interval ……

Appendix 'IV'

Register of Workmen Employed by Contractor

Name and address of contractor……
Name and address of establishment under which contract is carried on……
Nature and location of work……
Name and address of Principal Employer……

Sl. No	Name and Surname of workman	Age and Sex	Father's/ Husband's name	Nature of employment/ designation	Permanent home address of the workman (Village and Tehsil, Taluk and District)	Local address	Date of commence-ment of employment	Signature or thumb impression of the workman	Date of termination of employment	Reasons for terminations	Remarks
1	2	3	4	5	6	7	8	9	10	11	12

Appendix 'V'

Form XVI (See Rule 78(2)(a))
Muster Roll

Name and address of the
contractor.....

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

Nature and location of work .....

Name and address of Principal Employer For the Month of Fortnight

Sl. No.	Name of Workman	Sex	Father's/Husband 's name	Dates					Remarks
1.	2.	3.	4.	5.					6.
				1.	2.	3.	4.	5.	

Appendix 'VI'

Form XVII (See Rule 78(2)(a))

Register of Wages

Name and address of the contractor.....

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

Nature and location of work .....

Name and address of Principal Employer Wages period Monthly/ Fortnight

Sl. No.	Name of Workman	Serial No. in the register of workman	Designation nature of work done	No. of days worked	Units of work done	Daily rate of wages/piece rate	Amount of wages earned					Deduction if any (indicate nature)	Net amount paid	Signature or thumb impression of the workman	Initial of contractor or his representative
							Basic wages	Dearness allowances	over time	Other cash payments (indicate nature)	Total				
1.	2.	3.	4.	5.	6.	7.	8.	9.	10.	11.	12.	13.	14.	15.	16.

Appendix 'VII'

Wage Card

Name and address of contractor
Name and location of work
Name of workman
Rate of Wages

Date of Issue
Designation
Month/Fortnight

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30

Morning

Evening

Initial

Received from the sum of ₹ on account of my wages

Signature

Appendix 'VII'

Form XIX [See rule 78 (2)(b)]
Wages Slip

Name and address of contractor.....
Name and Father's/Husband's name of workman.....
Nature and location of work.....
For the Week/Fortnight/Month ending.....

1- No. of days worked.....

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

3- Rate of daily wages/piece rate .....

4- Amount of overtime wages.....

5- Gross wages payable.....

6- Deduction, if any.....

7- Net amount of wages paid.....

Initials of the contractor or his representative

Appendix 'VIII'

Form-XIV [See rule 76]
Employment Card

Name and address of contractor----------

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

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

Name and address of Principal Employer----------

1- Name of the workman----------

2- SI. No. in the register of workman employed----------

3- Nature of employment/designation----------

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

5- Wage period----------

6- Tenure of employment----------

7- Remarks----------

Signature of Contractor

Appendix 'IX'

Form – XV (see Rule 77)
Service Certificate

Name and address of contractor……

Nature and location of work……
Name and address of workman……
Age or date of
birth……..
Identification marks……..
Father's/Husband's
name……
Name and address of establishment in under which contract is carried on……
Name and address of Principal
Employer……

Sl. No.	Total Period for which employed		Nature of work done	Rates of wages (with particular of unit in case of piece work)	Remarks
	From	To			

Signature

Appendix 'X'

LIST OF ACTS AND OMISSONS FOR WHICH FINES CAN BE IMPOSED

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

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

Appendix 'XI'

Form – XII (see Rule 78(2)(d))
Register of Fines

Names and address of contractor ……

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

Nature and location of work …….

Name and address of Principal Employer ……

Sl. No.	Name of workman	Father's/ Husband's name	Designation/ nature of employment	Act/Omission for which fine imposed	Date of offence	Whether workman showed cause against fine	Name of person in whose presence employee' s explanation was heard	Wage period and wages payable	Amount of find imposed	Date on which fine released	Remarks
1.	2.	3.	4.	5.	6.	7.	8.	9.	10.	11.	12.

Appendix 'XII'

Form – XX (see Rule 78(2)(d))
Register of Deduction for Damage or Loss

Name and address of contractor……
Name and address of establishment in under which contract is carried on……
Nature and location of work…..... and address of Principal Employer…….

Sl. N.	Name of Workman	Father's/ Husband name	Designation/ nature of employment	Particulars of damage or loss	Date of damage or loss	Whether workman showed cause against deduction	name of person in whose presence employee's explanation was heard	Amount of deduction imposed	No. of installments	Date of recovery		Remarks
										First install-ment	Last install-ment	
	2	3	4	5	6	7	8	9	10	11	12	13

Form – XXII (see Rule 78(2)(d))
Register of Advances

Name and address of contractor----------

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

Nature and location of work……..

Name and address of Principal Employer----------

Sl. No.	Name of workman	Father's / Husband name	Designation/ nature of employment	Wage Period and wages payable	Date and amount of advance given	Purpose(s) for which advance made	Number of installments by which advance to be repaid	Date and amount of each installm-ent repaid	Date and which last installment was repaid	Remarks
1	2	3	4	5	6	7	8	9	10	11

Appendix 'XIV'

Form – XXIII (see Rule 78(2)(e))
Register of Overtime

Name and address of contractor……
Name and address of establishment in under which contract is carried on……
Nature and location of work……
Name and address of Principal Employer……

Sl. No.	Name of Workman	Father's/ Husband's name	Sex	Designation/ nature of employment	Date on which Overtime worked	Total overtime worked or production in case of piece rated	Normal rate of wages	Overtime rate of wages	Overtime earning	Rate on which overtime paid	Remarks
1	2	3	4	5	6	7	8	9	10	11	12

Appendix-XV

(FORM 31)

INDENTURE FOR SECURED ADVANCES

(Referred to in paragraphs 10.2.20 and 10.2.22 of CPW A Code)

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

THIS INDENTURE made the…… day of ……..20……. BETWEEN …… (hereinafter called the Contractor which expression shall where the context so admits or implies be deemed to include his executors administrators and assigns) of the one part and the PRESIDENT OF INDIA (hereinafter called the President which expression shall where the context so admits or implies be deemed to include his successors in office and assigns) of the other part.

WHEREAS by an agreement dated.....(hereinafter called the said agreement) the Contractor has agreed AND WHEREAS the Contractor has applied to the President that he may be allowed advances on the security of materials absolutely belonging to him and brought by him to the site of the works the subject of the said agreement for use in the construction of such of the works as he has undertaken to execute at rates fixed for the finished work (inclusive of the cost of materials and labour and other charges) AND WHEREAS the President has agreed to advance to the Contractor the sum of Rupees ……. on the security of materials the quantities and other particulars of which are detailed in Accounts of Secured Advances attached to the Running Account Bill for the said works signed by the Contractor on ..... and the President has reserved to himself the option of making any further advance or advances on the security of other materials brought by the Contractor to the site of the said works. Now THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the sum of Rupees.....on or before the execution of these presents paid to the Contractor **by the President (the receipt whereof the Contractor doth hereby acknowledge) and of such further advances (if any) as may be made to him as aforesaid the Contractor doth hereby covenant and agree with the President and declare as follows: -**

(1) **That the said sum of Rupees ..... so advanced by the President to the Contractor as aforesaid and all or any further sum or sums advanced as aforesaid shall be employed by the Contractor in or towards expediting the execution of the said works and for no other purpose whatsoever.**

(2) **That the materials detailed in the said Account of Secured Advances which have been offered to and accepted by the President as security are absolutely the Contractor's own property and free from encumbrances of any kind and the contractor will not make any application for or receive a further advance on the security of materials which are not absolutely his own property and free from encumbrances of any kind and the Contractor indemnifies the President against all**

claims to any materials in respect of which an advance has been made to him as aforesaid.

(3) That the materials detailed in the said Account of Secured Advances and all other materials on the security of which any further advance or advances may hereafter be made as aforesaid (hereinafter called the said materials) shall be used by the Contractor solely in the execution of the said works in accordance with the directions of the Divisional Officer .....Division (hereinafter called the Divisional Officer) and in the term of the said agreement.

(4) That the Contractor shall make at his own cost all necessary and adequate arrangements for the proper watch, safe custody and protection against all risks of the said materials and that until used in construction as aforesaid the said materials shall remain at the site of the said works in the Contractor's custody and on his own responsibility and shall at all times be open to inspection by the Divisional Officer or any officer authorized by him. In the event of the said materials or any part thereof being stolen, destroyed or damaged or becoming deteriorated in a greater degree than is due to reasonable use and wear thereof the Contractor will forthwith replace the same with other materials of like quality or repair and make good the same as required by the Divisional Officer.

(5) That the said materials shall not on any account be removed from the site of the said works except with the written permission of the Divisional Officer or an officer authorized by him on that behalf.

(6) That the advances shall be repayable in full when or before the Contractor receives payment from the President of the price payable to him for the said works under the terms and provisions of the said agreement. Provided that if any intermediate payments are made to the Contractor on account of work done than on the occasion of each such payment the President will be at liberty to make a recovery from the Contractor's bill for such payment by deducting there from the value of the said materials then actually used in the construction and in respect of which recovery has not been made previously, the value for this purpose being determined in respect of each description of materials at the rates at which the amounts of the advances made under these presents were calculated.

(7) That if the Contractor shall at any time make any default in the performance or observance in any respect of any of the terms and provisions of the said agreement or of these presents the total amount of the advance or advances that may still be owing to the President shall immediately on the happening of such default be repayable by the Contractor to the President together with interest thereon at twelve per cent per annum from the date or respective dates of such advance or advances to the date of repayment and with all costs charges, damages and expenses incurred by the President in or for the recovery thereof or the enforcement of this security or otherwise by reason of the default of the Contractor and the Contractor hereby covenants and agrees with the President to repay and pay the same respectively to him accordingly.

(8) That the Contractor hereby charges all the said materials with the repayment to the President of the said sum of Rupees ……and any further sum or sums advanced as aforesaid and all costs charges, damages and

expenses payable under these presents PROVIDED ALWAYS and it is hereby agreed and declared that notwithstanding anything in the said agreement and without prejudice to the powers contained therein if and whenever the covenant for payment and repayment herein before contained shall become enforceable and the money owing shall not be paid in accordance therewith the President may at any time thereafter adopt all or any of the following courses as he may deem best :-

a) **Size and utilize the said materials or any part thereof in the completion of the said works on behalf of the Contractor in accordance with the provisions in that behalf contained in the said agreement debiting the Contractor with the actual cost of effecting such completion and the amount due in respect of advances under these presents and crediting the Contractor with the value of work done as if he had carried it out in accordance with the said agreement and at the rates thereby provided. If the balance is against the Contractor he is to pay same to the President on demand.**

b) **Remove and sell by public auction the seized materials or any part thereof and out of the moneys arising from the sale retain all the sums aforesaid repayable or payable to the President under these presents and pay over the surplus (if any) to the Contractor.**

c) **Deduct all or any part of the moneys owing out of the security deposit or any sum due to the Contractor under the said agreement.**

(9) **That except in the event of such default on the part of the Contractor as aforesaid interest on the said advance shall not be payable.**

(10) **That in the event of any conflict between the provisions of these presents and the said agreement the provisions of these presents shall prevail and in the event of any dispute or difference arising over the construction or effect of these presents the settlement of which has not been herein before expressly provided for the same shall be finally resolved as per provisions of clause 25 of the contract.**

In witness whereof the said ……and..... by the order and under the direction of the President has hereunto set their respective hands the day and year first above written.
Signed, sealed and delivered by ..... the said contractor in the presence of

Signature ……
Witness Name …… ……..
Address …….
Signed by……..
by the order and direction of the President in the presence of

Signature ……
Witness Name …… ……..
Address …….

APPENDIX – XVI (Refer Clause 5)
FORM OF APPLICATION BY THE CONTRACTOR FOR SEEKING EXTENSION OF TIME

1. **Name of contractor**
2. **Name of work as given in the agreement**
3. **Agreement no**
4. **Estimated amount put tender CON 297 Page 27**
5. **Date of commencement of work as per agreement**
6. **Period allowed for completion of work as per agreement**
7. **Date of completion stipulated in agreement**
8. **Period for which extension of time if has been given by authority in Schedule 'F' previously**

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

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

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

Signature of Contractor
Dated

APPENDIX XVII
Notice for appointment of Arbitrator
[Refer Clause 25]

To

The Chief
Engineer/ADG/DGW
..... (Zone or Region)

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 request made to SE for decision
17. Date of receipt of SE's decision
18. Date of appeal to you
19. 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. Statement of claims with amount of claims.
2.
3.
4.

Yours faithfully, (Signatures)

Copy in duplicate to:

1. The Executive Engineer,

…… Division.

Form of Earnest Money
Deposit Bank Guarantee
Bond

WHEREAS, contractor. .....(Name of contractor) (Hereinafter called "the contractor") has submitted his tender dated ..... (Date) for the construction of (name of work) (Hereinafter called "the Tender") KNOW ALL PEOPLE by these presents that we ..... (Name of bank) having our registered office at..... (hereinafter called "the Bank") are bound unto ..... (Name and division of Executive Engineer) (hereinafter called "the Engineer-in-Charge") in the sum of ₹ ..... (Rs. in words .....) for which payment well and truly to be made to the said Engineer-in-Charge the Bank binds itself, his successors and assigns by these presents. SEALED with the Common Seal of the said Bank this . day of ..... 20 THE CONDITIONS of this obligation are:

(1) If after tender opening the Contractor withdraws, his tender during the period of validity of tender (including extended validity of tender) specified in the Form of Tender;

(2) If the contractor having been notified of the acceptance of his tender by the Engineer-in-Charge:

(a) fails or refuses to execute the Form of Agreement in accordance with the Instructionsto contractor, if required;

OR

(b) fails or refuses to furnish the Performance Guarantee, in accordance with the provisions of tender document and Instructions to contractor,

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

This Guarantee will remain in force up to and including the date* ..... after the deadline for submission

of tender as such deadline is stated in the Instructions to contractor or as it may be extended by the Engineer-in- Charge, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

DATE ..... SIGNATURE OF THE BANK

WITNESS ..... SEAL
(SIGNATURE, NAME AND ADDRESS)

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

Form of Performance Security (Guarantee)
Bank Guarantee Bond-Format - I

In consideration of the President of India (hereinafter called "The Government") having offered to accept the terms and conditions of the proposed agreement between… .....and …….....…… (Hereinafter called "the said Contractor(s)") for the work…..... (Hereinafter called "the said agreement") having agreed to production of an irrevocable Bank Guarantee for ₹ ……. (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,.....(hereinafter referred to as "the Bank") hereby undertake to pay To the Government an amount not exceeding ₹ …….. (Rupees… Only) on demand by the Government.
2. We, ……(indicate the name of the Bank) do hereby undertake 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 as 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 ₹ …….. (Rupees.....only)
3. We, the said bank further undertake to pay 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 claim against us for making such payment.
4. We, ……. (indicate the name of the 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 certified that the terms and conditions of the said agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.
5. We,.....(indicate the name of the Bank) further agree with the Government that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligation 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 to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act of omission on the part of the 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,..... (indicate the name of the 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 the Government. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to ₹ …… (Rupees.....) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this

guarantee all our liabilities under this guarantee shall stand discharged. Dated the ……..day of ……for… ..... (Indicate the name of the Bank)

Form of Performance Security (Guarantee)
Bank Guarantee Bond- Format -II

In consideration of the President of India (hereinafter called "The Government") having offered to accept the terms and conditions of the proposed agreement between ..... and ..... (hereinafter called "the said Contractor(s)") for the work..... (hereinafter called "the said agreement") having agreed to production of an irrevocable Bank Guarantee for ₹ ..... (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, ...(hereinafter referred to as "the Bank") hereby undertake to pay to the Government an amount not exceeding ₹..... (Rupees..... Only) on demand by the Government.
2. We, ...(indicate the name of the Bank) do hereby undertake 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 as 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 ₹ ..... (Rupees ..... only)
3. We, the said bank further undertake to pay 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 claim against us for making such payment.
4. We,.....(indicate the name of the 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 certified that the terms and conditions of the said agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.
5. We, ... (indicate the name of the Bank) further agree with the Government that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligation 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 to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act of omission on the part of the 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, ... (indicate the name of the 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 the Government. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to ₹ ..... (Rupees.....)

PROFORMA OF SCHEDULES

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

SCHEDULE 'A'

Schedule of quantities (as per PWD-3) -Enclosed

SCHEDULE 'B'

Schedule of materials to be issued to the contractor:

Sr.No.	Description of Item	Quantity	Rate in figures & Words at which the material will be charged to the contractor	Place of issue
1	2	3	4	5
----------NIL----------				

1) **Materials if any, available with Silvassa Smart City Limited, will be issued to agency with or without cost as case may be. It shall be binding on agency to utilize available material first.**

SCHEDULE 'C'

Tool and plants to be hired to the Contractor.

Sr.No.	Description of Item	Hire charges per day	Place of issue
1	2	3	4
----------NIL----------			

SCHEDULE 'D'

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

SCHEDULE 'E'

Reference to General Conditions of contract **CPWD 2020**

Name of work: Development of Panchayat Market with City Square at Silvassa consisting of RCC, Architectural Finishes, MEP Services, Landscape and Miscellaneous Works including One (1) Year defect liability period and operation and maintenance of entire project for Five (5) years.

Estimated cost of work: **₹ 51,14,73,960/-**

(i) Earnest money: **₹ 61,14,740/-** (to be returned after receiving performance guarantee)

(ii) Performance Guarantee 5% of tendered value.

(iii) Security Deposit 2.5% of tendered value.

or

2.5% of tendered value plus 50% of PG for contracts involving maintenance of the building and services/ other work after construction of same building and services/ other work.

SCHEDULE 'F'

GENERAL RULES & DIRECTIONS : Officer inviting tender **Chief Executive Officer, Silvassa Smart City Limited**

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

Definitions :

2(v)	Engineer-in-Charge	**Chief Technical Officer (CTO), Silvassa Smart City Limited**
2(viii)	Accepting Authority	**Chief Technical Officer (CTO), Silvassa Smart City Limited**
2(x)	Percentage on cost of materials and labour to cover all overheads and profits. 15%	
2(xi)	Standard Schedule of Rates	**Valsad SOR_2015-16, Delhi SOR 2019, DSR 2018, Vadodara Horticulture SOR 2016-2017, GWSSB SOR for the year 2019-20 & GOG Electrical SOR 2014-15**.
2(xii)	Department	**Silvassa Smart City Limited**
9(ii)	Standard CPWD contract Form GCC 2020, CPWD Form 7/ 8 as modified & corrected upto the date of bidding.	

Clause 1

(i) Time allowed for submission of Performance Guarantee, programme chart (Time and progress) and applicable labour licenses , registration with EPFO, ESIC and BOCW welfare board or proof of applying thereof from the date of issue of letter of acceptance **15 days**

(ii) Maximum allowable extension with late fee @ 0.1% per day of Performance Guarantee amount beyond the period provided in (i) above **7 days**

*** (1 to 15 days to be filled by NIT approving authority)

Clause 2

Authority for fixing compensa**tion u**nder clause 2. **Chief Technical Officer (CTO), Silvassa Smart City Limited**

Clause 2A

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

Clause 5

Number of days from the date of issue of letter of acceptance **10 Days**

for reckoning date of start Milestone(s) as per table given below: -

SI No.	Description of Milestone (Physical)	Time Allowed in days (from date of start)	Amount to be with-held in case of non achievement of Mile Stone
1.	Civil Construction works of total project -30%	**1/4th of Stipulated time**	**1% of Tendered amount**
2.	Civil Construction works of total project -65%, MEP Works -25%	**1/2th of Stipulated time**	**1% of Tendered amount**
3.	Civil Construction works of total project -100%, MEP Works -50%	**3/4th of Stipulated time**	**1% of Tendered amount**
4	Architectural Finishes, MEP Services, Landscape and Miscellaneous Works-100%	**In full of Stipulated time**	**1% of Tendered amount**

Time allowed for execution of work.

- **Period of Completion of Construction: 18 Months including monsoon period**
- **5 years (60 months) for O&M works (including 1 year (12 months) defect liability period)**

Authority to decide:

(i) Extension of time **Chief Technical Officer (CTO), Silvassa Smart City Limited** (Engineer in Charge or Engineer in Charge of Major Component in case of Composite Contracts, as the case may be).

(ii) Rescheduling of milestones **Chief Technical Officer (CTO), Silvassa Smart City Limited** (Superintending Engineer/PM/CPM in Charge or Superintending Engineer in Charge of Major Component in case of Composite Contracts, as the case may be).

(iii) Shifting of date of start in case of delay in handing over of site **Chief Technical Officer (CTO), Silvassa Smart City Limited** (Superintending Engineer/PM/CPM in Charge or Superintending Engineer/ PM/CPM in Charge of Major Component in case of Composite Contracts, as the case may be).

PROFORMA OF SCHEDULES Clause 5 Schedule of handing over of site

Part	Portion of site	Description	Time Period for handing over reckoned from date of issue of letter of intent.
Part A	Portion without any hindrance	Site is Free from hindrance and work can be started immediately	
Part B	Portions with encumbrances		
Part C	Portions dependent on work of other agencies		

Clause 7

Gross work to be done together with net payment /adjustment of advances for material collected, if any, since the last such payment for being eligible to interim payment ₹ –

Not Applicable

Clause 7 A

Whether clause 7A shall be applicable **Not Applicable**

Clause 8A

Authority to decide compensation on account if contractor fails to submit completion plans **Chief Executive Officer, Silvassa Smart City Limited**

Clause 10A

ALL APPARATUS AS REQUIRED PERFORMING THE MANDATORY TEST IN HOUSE OUR ON SITE

List of testing equipment to be provided by the contractor at site lab:

1. Lab equipment required for conducting Compressive Strength of Paver Blocks/Cobblestones.
2. Slump cone,
3. Concrete Compatibility testing machine,
4. Sieving machine
5. Digital Concrete thermometer.
6. Laboratory ovens, Pan and lid
7. Stainless steel sieving weighing balances
8. pH meter
9. Automatic binder extraction unit
10. Standard dial penetrometer
11. Concrete flow tables
12. Drum type mixer
13. Vibrating tables
14. Cast iron cube moulds
15. Soil Compaction Moulds and Compaction Hammers
16. Proctor compaction test equipment

Clause 10B(ii)

Whether the clause 10B (ii) shall be applicable **No**

Clause 10C Component of labour expressed as percent of value of work: 5% applicable
Not Applicable

Clause 10CA

S.N.	Materials Covered under this clause:	Nearest Materials (other than cement*, reinforcement bars, the structural steel and POL) for which All India Wholesale Price Index to be followed:	Base Price and its corresponding period of all the Materials covered under clause 10 CA*	Corresponding period
1	a) Cement (OPC)		₹ 4,609.00	June-2020
	b) Cement (PPC)		₹ 4,453.00	June-2020
2	Reinforcement Bars TMT Fe500D			
	a) Primary Producers		₹ 38,000.00	June-2020
3	Structural Steel		₹ 38,614.00	June-2020

* includes Cement component used in RMC brought at site from outside approved RMC plants, if any.

** Base price and its corresponding period of all the materials covered under clause 10 CA

is to be mentioned at the time of approval of NIT. In case of recall of tenders, the base price may be modified by adopting latest base price and its corresponding period.

Clause 10CC **Applicable**

Clause 10 CC to be applicable in contracts with stipulated period of completion exceeding the period shown in next column - **12 months**
NOT APPLCABLE FOR THE INSTANCE CASE

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

Component of civil (except materials covered under clause 10CA) /Electrical construction 75%

Value of work. - Component of Labour - expressed as percent of total value of work. 25 %

Note : Xm.....% should be equal to (100) - (materials covered under clause 10CA i.e. Cement, Steel, POL and other material specified in clause 10CA + Component of Labour)

Clause 11

Specifications to be followed for execution of work **CPWD Specification for Road, Building and , CPWD SPECIFICATION 96 VOL (i) to (vi) WITH UP TO DATE CORRECTION SLIP AND REVISED CPWD SPECIFICATION 2010 FOR CEMENT MORTAR, CEMENT CONCRETE AND RCC WORKS AND AS VOL. I PART 2A & 2B and other approved Indian standard specifications.**

Clause 12

Authority to decide deviation by **Chief Technical Officer, Silvassa Smart City Limited** as per CPWD manual 2019

12.2 & 12.3 Deviation Limit beyond which clauses12.2 & 12.3 shall apply for building work **30%**

12.5 (i) Deviation Limit beyond which clauses 12.2 & 12.3 shall apply for foundation work **100%** (except items mentioned in earth work subhead in **Valsad SOR_2015-16, Delhi SOR 2019, DSR 2018, Vadodara Horticulture SOR 2016-2017, GWSSB SOR for the year 2019-20 & GOG Electrical SOR 2014-15** and related items mentioned in Schedule of Quantities)

(ii) Deviation Limit for items mentioned in earth work subhead of **Valsad SOR_2015-16, Delhi SOR 2019, DSR 2018, Vadodara Horticulture SOR 2016-2017, GWSSB SOR for the year 2019-20 & GOG Electrical SOR 2014-15** and related items mentioned in Schedule of Quantities.

Clause 16

Competent Authority for deciding reduced rates **Chief Technical Officer (CTO), Silvassa Smart City Limited**

Clause 18

AS PER THE ADDITIONAL CONDITIONS AND OTHER REQUIRED TO EXECUTE THE WORKS

List of mandatory machinery, tools and plants to be deployed by the contractor at site.

1. Excavator/JCB
2. Tipper

3. Concrete Mixer
4. Vibrator
5. Tree cutter
6. Concrete kerb machine
7. Concrete breaker machine
8. Vibratory roller 8-10 T

Clause 19 C **Chief Technical Officer (CTO), Silvassa Smart City Limited** to decide penalty for each default

Clause 19 D **Chief Technical Officer (CTO), Silvassa Smart City Limited** to decide penalty for each default

Clause 19 G **Chief Technical Officer (CTO), Silvassa Smart City Limited** to decide penalty for each default

Clause 19 K **Chief Technical Officer (CTO), Silvassa Smart City Limited** to decide penalty for each default

Clause 25

Constitution of Dispute Redressal Committee (DRC)

Chairperson – **CMD, Silvassa Smart City Limited**

Member - **Chief Executive Officer, Silvassa Smart City Limited**

Member - **Chief Technical Officer, Silvassa Smart City Limited**

Clause 32

Requirement of Technical Representative(s) and Recovery Rate

Sl No.	Minimum Qualification of Technical Representative	Discipline	Designation (Principal Technical /Technical representative)	Minimum Experience	Number	Rate at which recovery shall be made from the contractor in the event of not fulfilling provision of clause 36(i)	
						Figures	Words
1.	Graduate Engineer	Civil	Project Manager	20 (and having experience of one similar nature of work)	01	60,000/- P.M.	Rupees Sixty Thousand per month
2.	Graduate Engineer	Civil	Deputy Project Manager	12 (and having experience of one similar nature of work)	01	40,000/- P.M.	Rupees Forty Thousand per month
3.	Graduate Engineer or Diploma Engineer	Civil	Quality Engineer	02 or 05 Years	01	15,000/- P.M.	Rupees Fifteen Thousand per month

4.	Graduate Engineer	Mechanical-1 Nos, Electrical-1 Nos,	Specialist Engineers	5 Years	02	40,000/- P.M.	Rupees Forty Thousand per month
5.	Graduate Engineer or Diploma	Civil/ Construction	Construction Engineers	Min 2 to 5 years	02	15,000/- P.M.	Rupees Fifteen Thousand per month

Assistant Engineers retired from Government services 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 onthe basis of the Rates printed by C.P.W.D.

(ii) Variations permissible on theoretical quantities:

(a) Cement
For works with estimated cost put to tender not more than ₹ 25 lakh. 3% plus/minus.
For works with estimated cost put to tender more than ₹ 25 lakh. 2% plus/minus.

(b) Bitumen All Works 2.5% plus only & nil on minus side.

(c) Steel Reinforcement and structural steel sections for each diameter, section and category 2% plus/minus

(d) All other materials. Nil

RECOVERY RATES FOR QUANTITIES BEYOND PERMISSIBLE VARIATION

Sl. No	Description of Item	Rates and figures and words at which recovery shall be made from the Contractor	
		Excess beyond permissible variation	Less use beyond the permissible variation
1	Cement (OPC)	Nil	₹ 4,609.00 per MT
2	Cement (PPC)	Nil	₹ 4,453.00 per MT
3	Reinforcement Bars (TMT) (a) Primary Producer (b) Secondary Producer	Nil Nil	₹ 38,000.00 per MT
4	Structural Steel		₹ 38,614.00 per MT

ADDITIONAL CONDITION FOR THE WORK – I

NAME OF WORK: - Development of Panchayat Market with City Square at Silvassa consisting of RCC, Architectural Finishes, MEP Services, Landscape and Miscellaneous Works including One (1) Year defect liability period and operation and maintenance of entire project for Five (5) years.

(1) The contractor shall have to **operate & maintain entire project for 5 years** and necessary agreement has to be signed **on stamp paper of Rs. 300/-duly notary or registered** from the date of completion. During this period contractor will be liable for operation & maintenance of entire project as per obligations mentioned in details in Schedule D Volume II.

(2) Total 2.5% of the Tender Value shall be withheld as Security Deposit. Security deposit withheld from each interim payment certificate including final bill, will be released to the agency after the expiry of 5 year **operation & maintenance** period. During the above period, the contractor will have to **operate & maintain entire project** as per the direction and satisfaction of engineer in charge, if the o & M works are not satisfactory or otherwise total 2.5% of the Tender Value kept as S.D. will be forfeited.

(3) Performance guarantee is 5% (Five Percent) of the accepted tendered amount. On satisfactorily completion of all works and issuance of Completion certificated 50 % of Performance guarantee will be returned to the Contractor and rremaining 50% of Performance Guarantee shall be retained as Security Deposit. The same shall be returned year wise proportionately during **Five years period**.

(4) The contractor shall have to give full co-operation for the **third party Inspection and Quality assurance/testing** etc. The agency should make necessary arrangements for the sample collection at the site of work as when required by the Engineer in charge.

(5) The agency has to set up a material testing laboratory capable of performing all the required mandatory tests**.**

Sd/-

Signature of Contractor.

Chief Executive Officer,
Silvassa Smart City Limited

ADDITIONAL SPECIAL CONDITION

1. Price escalation clause 10C.C. of agreement will be applicable to the work having prescribed original time limit for completion of work as per C.P.W.D Manual & clause of agreement.
2. Royalty of material like Earth, Bajara, Bricks and Stone etc. will be recovered from the contractor's bill as notified under the Dadra & Nagar Haveli Gazette.
3. The contractor shall register with Registering Authority of Dadra & Nagar Haveli, Silvassa under the Building and Other Construction Work Act, 1996 (RE&CS) before starting of work.
4. Attach scanned copy of Tax Registration issued by the competent authority of taxation department OR those who do not have registration should submit affidavit on stamp paper of Rs. 300/- that they will produce the same after work is awarded.
5. **The bidder shall quote all the rates including GST applicable to state and union Territory and no claim whatsoever will be entertained in this regards.**
6. The contractor shall pay 1% labour cess of the actual cost of work. As per the Building and other construction, Workers Welfare Cess Act-1996, 1% labour cess will be recovered from each running bill of the work.
7. All the agencies are hereby directed to scan their tender fees and E.M.D. and Technical document online only. It is mandatory to submit tender fee and EMD online failing which the price bid of that agency will not be opened online.
8. Physical submission of such scanned document shall reach to office of the Chief Executive Officer upto 15:00 hrs on 12/11/2020. The agency should confirm and certified that the document scanned online (i.e. Tender fees and EMD) are also physically submitted in the sealed cover. If physical document is not found in sealed cover then necessary action will be initiated against the concerned agencies for debarring him/her for the period of one years in the U.T. of Daman Diu and Dadra and Nagar Haveli..

Signature of Contractor

Sd/-
Chief Executive Officer,
Silvassa Smart City Limited.

Mandatory Documents to be attached with Tender

1. Scanned copy of tender fee in form of (Demand Draft).
2. Scanned copy of tender EMD in form (FDR).
3. Scanned copy of Valid Registration certificate appropriate class and category of civil contract.
4. Scanned copy of PAN Card and Acknowledgement receipt of submission of Income Tax return up to last financial year.
5. Documents in response to Minimum Qualifying criteria as mentioned in NIT, failing which the tender will not be accepted.
6. Attach scanned copy of GST Registration copy issued by the competent authority.
7. Duly Filled up Bidding Forms
8. All those documents which are scanned and submitted should be numbered chronologically and with their reference in the self appraisal of P.Q. will have to be given for the proof of qualification.
9. Submit a written power of attorney authorizing the signatory of the Bidder to submit the Bid.

Sd/-

Chief Executive Officer,
Silvassa Smart City Limited

Form of Draft Letter of Intent

To,
M/s ----------

(hereinafter referred to as "**Contractor**" as the context may require)

Sub.: Letter of Intent for tendered work for "----------(name of work)".

Dear Sir,
Silvassa Smart City Limited ("**SSCL**") is pleased to inform you that SSCL has accepted your offer for the subject tender work and is issuing this Letter of Intent ("**LoI**") subject to following:

1. Contract Price

The total contract price shall be **Rs. ……/- (Rupees …….** only) for the entire works mentioned in the tender documents.

The total contract price is inclusive of GST & all other taxes, duties. The quoted price shall remain firm throughout the contract and no price escalation on any account shall be admissible.

2. Completion Time

The time limit for the completion of the subject work will be ---------- months from date of Notice to Proceed (including monsoon period).

3. Defect Liability & Maintenance Period

The Defect Liability & maintenance period shall commence from the date of commissioning as certified by SSCL and shall be for ------ (---------) years.

4. Performance Security Deposit

The Contractor is advised to furnish the Performance Security Deposit as follows :

4.1 Performance Bank Guarantee of Rs. ……/- (**Rupees …….** only) for performance of the Contract and observance of Contract Conditions within 7 (seven) working days from the date hereof. The bank guarantee shall be furnished as per format attached with the bid documents and shall be issued from any Scheduled Bank or Nationalized Bank as per list mentioned in GR of Finance Department, GR. No.: EMD/10/2018/18/DMO, Date: 16.04.2018, which shall be kept valid as per tender conditions.

This letter of Intent is issued to enable you to make necessary arrangement for starting the work and completing the work within stipulated time and submission of performance guarantees as mentioned above.

Kindly acknowledge receipt of this Letter of Intent and revert back with your acceptance of this Letter of Intent along with performance guarantees and micro program for the execution of the tendered work within 10 (ten) working days from the date hereof to Silvassa Smart City Limited, Silvassa.
Thanking you.
For **Silvassa Smart City Limited**

(**Chief Executive Officer**)

Form of Draft Contract Agreement

Name of work: - Development of Panchayat Market with City Square at Silvassa consisting of RCC, Architectural Finishes, MEP Services, Landscape and Miscellaneous Works including One (1) Year defect liability period and operation and maintenance of entire project for Five (5) years.

Tender ID : [----------]

Contract Amount: ₹ ---------- (In words Rupees ---------- Only)

THIS AGREEMENT made the.....day of..... ....,..... between **Silvassa Smart City Limited, Registered Office, 1st Floor, Silvassa Municipal Council Building, 66KVA Road, Amli, Silvassa, U.T of Dadra & Nagar Haveli And Daman & Diu, Silvassa-396230** (hereinafter "the **Employer**") of the one part and **M/s ----------**

----------(Name of Contractor with Registered Office address) (here in after "the **Contractor**") of the other part:

WHEREAS the **Employer** desires that the Tender for Works known as **Development of Panchayat Market with City Square at Silvassa consisting of RCC, Architectural Finishes, MEP Services, Landscape and Miscellaneous Works including One (1) Year defect liability period and operation and maintenance of entire project for Five (5) years is accepted by Silvassa Smart City Limited in meeting held on Dtd: ----------** and the same work should be executed by the Contractor as per NIT, tender documents and tender specifications and remedying of any defects there in.

The Employer and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form part of this Agreement. This Agreement shall prevail over all other Contract documents.
   (a) Agreement
   (b) Letter of Acceptance and Final Bill of Quantity with negotiated and accepted rate
   (c) Any Amendment/Addendum/Corrigendum issued during the tendering process.
   (d) NIT & RFP document (as per Tender)
   (e) Tendered BOQ
   (f) Tender Scope of work and Technical Specifications
   (g) Tender Drawings
3. The work will be executed strictly according to specifications and drawings and other conditionality relating to the work as per the RFP document. The schedule of items of work to be carried out will be as per tendered RFP.
4. In consideration of the payments to be made by the Employer to the Contractor as indicated in this

Agreement, the Contractor hereby covenants with the Employer to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.

5. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

6. Notwithstanding anything mentioned in the letter of acceptance or any other documents attached along with the present contract agreement, the employer is entitled to initiate criminal action against contractor for any breach of condition of the deeds attached along with the agreement.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of India on the day, month and year indicated above.

Signed by ..... Signed by ..... for and on behalf of the Employer for and on behalf the Contractor in the presence of in the presence of

Witness, Name, Signature, Address, Date Witness, Name, Signature, Address, Date

DEFINITION

In this document the following words and expressions shall, unless repugnant to the subject or context thereof, have the following meaning as assigned to them:

- "**Act of Insolvency**" shall mean any Act of Insolvency as defined by the Presidency Towns Insolvency Act or the Provisional Insolvency Act or any amending statute.
- "**Addenda**" shall mean the written or graphic notices issued prior to submission of Tender which modify or interpret the Contract Document.
- "**Alteration**"**/**"**Variation Order**" shall mean an order given in writing by the Engineer-in- charge to effect additions or deletions from or alterations in the work.
- "**Amendment Order**" shall mean the order given in writing by the Engineer-in-charge/Owner/Employer to effect to or deleting from and alternations in the works.
- "**BIS**" shall mean Bureau of Indian Standards.
- "**Chief Executive Officer**" shall mean the Chief Executive Officer of Silvassa Smart City Limited Silvassa Smart City Limited, who is in charge of the Project and shall include those who are expressly authorized by him to act for and on his behalf.
- "**Commissioning**" shall mean integrated activity covered under Preliminary Operation, Initial Operation and successfully running for a period of three months as a part of Trial Operation.
- "**Completion**" shall mean that the Works (or a specific part thereof where specific parts are specified in the Contract Agreement Document) have been completed operationally and structurally and put in a tight and clean condition and that all work in respect of Taking over of the Works by the Employer/Owner or such specific part thereof.
- "**Completion Certificate**" shall mean the certificate to be issued by the Engineer-in- charge when the Work has been completed and tested to his satisfaction.
- "**Compliance with Laws**" shall mean the Contractor shall in performing the Contract, comply with all applicable Laws related to all actions of his obligation as per the Contract.
- "**Construction Equipment**" shall mean all appliances/equipment of whatever nature required in or for execution, completion or maintenance of works or temporary works (as herein before defined) but does not include materials or other things intended to form or forming part of the Permanent Work.
- "**Consultant**" shall mean the consulting Engineer to the Employer for these assigned works. They are also referred as **Project Management Consultant** or **PMC**
- "**Contract**" shall mean the agreement between the parties for execution of Works including therein all Contract Documents.
- "**Contract Document**" shall mean collectively the e-Tender documents, designs, drawings, specifications, agreed variations, if any, and such other documents constituting the e-Tender and acceptance thereof.

- "**Contract Price**"**/** "**Contract Value**"**/** "**Contract Amount**" shall mean total money payable to the Contractor under the Contract and includes adjustments (if any) in accordance with the Contract.

- "**Contract Period**"**/** "**Contract Time**"**/**"**Completion Time**" shall mean the time specified for completion of the Works.
- "**Contractor**" shall mean the person or the persons, firm or company whose e-Tender has been accepted by the Employer and includes the Contractor's legal representative, his successors and permitted assigns.

- "**Contractor's Equipment**" shall mean all plant, facilities, equipment, machinery, tools, apparatus, appliances or things of every kind required for completion of Works and remedying of any defects that are to be provided by the Contractor, but does not include Plant and Equipment or other things intended to form or forming part of the Works, if any.

- "**Contractor's Obligations**" shall mean the obligation to execute the Project in all its entirety and shall, without limitation, include Operation and Maintenance.

- "**Engineer-in-charge**" shall mean the Engineer-in-charge/ Chief Technical Officer of Silvassa Smart City Limited and shall include those who are expressly authorized by him to act on his behalf.

- "**Employer**" or "**Owner**" or "**Department**" or "**Authority**" shall mean Silvassa Smart City Limited, which includes the Owner's Chief Executive Officer, her/his authorized representatives or successors.

- "**Executive Engineer/ Engineer-in-charge/EE/CTO**" shall mean the Chief Technical Officer in overall charge of the works or her/his authorized representatives or successors.

- "**Facility**" shall mean the entire system to be designed and constructed in accordance with the provisions hereof, including equipment, buildings, structures, ramps, pits, pipes, pipeline appurtenances, fencing, lighting, testing and analysis equipment, tools, computers, software programs, safety equipment, plant machinery, supplies, instruments and inventory incorporated therein, as well as all open areas within the site, and includingany additions, modifications, alterations, adjustments, replacements and repairs as may be made thereto from time to time.

- "**Final Certificate**" shall mean the final certificate issued by the Engineer-in-charge after the O&M period is over and the Work is finally accepted by the Employer.

- "**Final Test Certificate**" shall mean the final test certificate issued by the Employer within the provisions of the Contract.

- "**Maintenance Standard**" shall mean the requirements for maintaining, repairing and renewing the Facility:

  As set forth in the O&M Manual; Bidder shall provide this at the time of commissioning of the Project.

  Required pursuant to applicable Law;

  As may be necessary for keeping the facility in a satisfactory working condition such that the Facility will continuously comply with the Operation Standard; and

  As may be necessary to ensure that the Facility shall continuously be in an optimum

working condition and state in relation with the lifetime of the Facility.

- "**Manufacturer**" shall mean any entity or firm who is the producer and furnisher to the Contractor of any material or designer and fabricator of any goods/equipment/ systems/facilities which is to be incorporated in or forms part of the Works.
- "**Material**"/"**Goods**" shall mean all supplies, including consumables used by the Contractor for incorporating in the Works.
- "**Material Supplier**" shall mean the person who supplies goods or services. A supplier may be distinguished from a Contractor or Sub-contractor, who commonly adds specialized input to deliverables also called vendor.
- "**Order**" and "**Instruction**" shall respectively mean any written order or instruction given by the Engineer-in-charge within the scope of his powers in terms of the Contract.
- "**Operational Acceptance**" shall mean the acceptance by the Engineer-in-charge/Employer of the Works (or any part of the Works where the Contract provides for acceptance of the Works in parts), which certifies the Contractor's fulfilment of the Contract in respect of Functional Guarantees of the Works (or the relevant part thereof) in accordance with the provisions the Contract hereof.
- "**O&M Manual**" shall mean the final Manual for the Operation and Maintenance of the Facility to be prepared in accordance with the requirements of Bid Documents.
- "**Operation and Maintenance Obligations**" shall mean the obligation of the Contractor pursuant to the Agreement to operate and maintain the Facility on and from the start date of O&M until the date of completion of this Agreement.
- "**Operation and Maintenance Period**" shall mean the time period after the issue of Successful Commissioning Certificate and continuing for the term of the Agreement.
- "**Operation and Maintenance Price**" shall mean the amount payable by the Employer to the Contractor, towards fulfilment of the Contractor's Operation and Maintenance Obligations.
- "**Operation Standard**" shall mean

  The Performance Guarantees; All

  applicable Laws;

  All of the requirements, policies and procedures set forth in the O&M Manual

  All other operational requirements set forth in this Agreement.
- "**Performance Guarantees**" shall mean the List of Guarantees offered/provided by the Contractor in his Bid Submission pursuant of the Bid Documents.
- "**Permanent Work**" shall mean works to be designed, executed and incorporated in and form part of

the Work to be handed over to the Owner by the Contractor on completion of the Contract.

- "**Pipe Supplier**" shall mean the person/ vendor that supplies pipes.

- "**Preliminary Operation**" shall mean all activities undertaken as part of commissioning and shall include mechanical and electrical checkouts, calibration of instrument and protection devices, commissioning of sub and supporting systems and chemical cleaning of the plant, system and equipment covered under the Contract.

- **"Project Management Consultant"** or "**PMC**" To assist in due discharge of its obligation, the Employer has appointed a Project Management Consultant or PMC. The PMC, as Employer's/ Engineer in Charge's **Authorized Representative**, will be responsible for overall construction supervision and project management of works to be executed under this tender. Such activities will include but will not be limited to Contract Management, Scope Management, Cost Management, Quality Management, Time Management and Safety, Health and Environment (SHE) compliances for the tendered works. In addition to the above, the PMC shall also be responsible for all the roles and responsibilities assigned to it as part of **Project Implementation and Supervision** activities specified in Contract Agreement between SSCL and PMC (dated 5th Feb 2019)

- "**Punch List**" shall mean the list prepared by the Engineer-in-charge, in full co-operation of Contractor, which shall set forth certain items of Work which remain to be performed by the Contractor in order to ensure that the "Works" fully complies with all of the standards and requirements set forth in the Contract.

- "**Services**" shall mean all the work and obligations of Contractor under the Contract including without limitation to the works and services briefly described in Specification.

- "**Site**" shall mean the specific areas/land and other places, on, under, in or through which the Permanent Works are to be carried out and any other lands or places provided by the Employer for the purpose of the Contract together with any other places designated in the Contract as forming part of the site.

- "**Specifications**" shall mean all directions, the various Technical Specifications, provisions and requirements attached to the Contract which pertains to the method and manner of performing the work, to the quantities and qualities of the work and the materials to be furnished under the Contract for the work and any order(s) or instruction(s) there under. It shall also mean the latest Bureau of Indian standard Specification relative to the particular work or part thereof, so far as they are not contrary to the e-TENDER specifications and in absence of any other country applied in India as a matter of standard engineering practice and approved in writing by the Engineer-in-charge with or without modification. Further in absence of any specific reference in I.S.S. the standards and specifications of P.W.D.H.B. or GWSSB as the case may be will be followed as per the consent of Engineer-in-charge.

- "**SSCL**" shall mean Silvassa Smart City Limited and term shall be used to be in place of authorized person or persons who will be operating this Contract as SSCL's representative and will include namely Chief Executive Officer, Engineer-in-charge and/or their authorized representatives.

- "**Sub-contractor**" shall mean any person, firm or company (other than the Contractor) to whom any part of the work has been entrusted by the Contractor with the written consent of the Engineer-in-charge and the legal representative successors and permitted assignee of such person, firm or company.

- "**Substantial Completion**" shall mean when the work or designated portion thereof is sufficiently completed in accordance with the Contract except for any minor outstanding works and defects which will not substantially affect the use of Works or section for their intended purpose.

- "**System**" shall mean the computer which hosts the website (www.dnhtenders.gov.in), using which Bidder participates in the tendering process.

- "**Take Over**" or "**Taking Over**" shall mean taking-over of the Works by the Engineer-in- charge/Employer for the purpose envisaged under the Contract upon completion of O&M period and meeting all contractual obligations, Terms & Conditions as specified in the Contract.

- "**Temporary Work**" shall mean all temporary works of every kind required in or about the execution, completion and maintenance of the Work.

- "**Tests on Completion**" shall mean the tests which are specified in the Contract or agreed by both Parties or instructed as a Variation and which are carried out (Test on Completion) before the works or a section (as the case may be) are taken over by the Employer.

- "**Trial Run Period**" shall mean a period of 3 months of the entire scheme including achievement of prescribed performance parameters. In the event of non-achievement of prescribed parameters within a period of 3 months, specified above the trail run period could be extendable to a period till the performance parameters are achieved. During the trial run period the Contractor shall be responsible for the maintenance of the entire scheme including all staff, Labour, materials, etc. Repair of any defects/replacement of the defective material used at his own cost.

- "**Upload**" shall mean the process of transferring electronic document from Bidder's computer using internet connection to the website (www.dnhtenders.gov.in) is called uploading.

- "**Variation**" is an instruction given by the Engineer-in-charge/Employer which is not in the original scope/Bill of Quantities and varies the Works/Facility.

- "**Virtual Completion**" shall mean that all work is completed as directed and the Site is cleared to the satisfaction of the Engineer-in-charge/Employer.

Bidding Forms

Letter of Technical Bid

The Bidder must accomplish the Letter of Bid in its letterhead clearly showing the Bidder's complete name and address.

Date:

.....

Tender No.:

.....

NIT No.:

.....

To:
Chief Executive Officer,
Silvassa Smart City Limited,
Silvassa Municipal Council
(New SMC) Building, Silvassa **- 396230**

We, the undersigned, declare that:

(a) We have examined and have no reservations to the Bidding Documents, including Corrigenda/ Addenda issued in accordance with Instructions to Bidders as mentioned in the NIT.

(b) We offer to execute in conformity with the Bidding Documents the following Works: ----------
……..

(c) Our Bid shall be valid for a period of ---------- days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(d) If or Bid is accepted, we commit to obtain a performance security in accordance with the Bidding Documents;

(f) We, including any subcontractors or suppliers for any part of the contract, do not have any conflict of interest;

(g) We are not participating, as a Bidder or as a subcontractor, in more than one bid in this bidding process,

(h) Our firm, its affiliates or subsidiaries, including any Subcontractors or Suppliers for any part of the contract, has not been declared ineligible under the Employer's country laws or official regulations or by an act of compliance;

(i) We are not a government owned entity

(j) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed;

(k) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive; and

(l) If awarded the contract, the person named below shall act as Contractor's Representative:

Name

.....

In the capacity of

.....

.....

Duly authorized to sign the Bid for and on behalf of

.....

Date

Signed

Personnel

Bidders should provide the names of suitably qualified personnel to meet the requirements for execution of the project specified. The data on their experience should be supplied using the Form below for each candidate.

Form PER – 1: Proposed Personnel

1.	**Title of position***
	Name
2.	**Title of position***
	Name
3.	**Title of position***
	Name
4.	**Title of position***
	Name

Form PER – 2: Resume of Proposed Personnel

Position		
Personnel information	**Name**	**Date of birth**
	Professional qualifications	
Present employment	**Name of employer**	
	Address of employer	
	Telephone	**Contact (manager / personnel officer)**
	Fax	**E-mail**
	Job title	**Years with present employer**

Summarize professional experience in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

From	To	Company / Project / Position / Relevant technical and management experience

Form EQU- Equipment Capabilities

Name of Bidder

The Bidder shall provide adequate information to demonstrate clearly that it has the capability to meet the requirements for each and all items of equipment required for execution, operation and maintenance of the contract. A separate Form shall be prepared for each item of equipment or for additional equipment proposed by the Bidder.

Item of equipment		
Equipment information	1. Name of manufacturer	2. Model and power rating
	3. Capacity	4. Year of manufacture
Current status	5. Current location	
	6. Details of current commitments	
Source	7. Indicate source of the equipment ☐ Owned ☐ Rented ☐ Leased ☐ Specifically manufactured	

State name of owner and the contact details, address and agreement details for equipment.

Owner	8. Name of owner	
	9. Address of owner	
	Telephone	Contact name and title
	Fax	E-Mail
Agreements	Details of rental / lease / manufacture agreements specific to the Project	

Provide an overall summary and use separate sheets to describe each major equipment / item.

Site Organization

The Bidder shall submit Site Organization Chart which he proposes for the Execution of works

Method Statement

The Bidder shall submit the method statement which he proposes for Execution of work

Mobilization Schedule

The Bidder shall submit the mobilization schedule of personnel and equipment as per the requirement

Construction Schedule

The Bidder shall submit a realistic construction programme which he proposes to adopt for executing the Works. This shall be in sufficient detail so as to show the order and duration of activities required to carry out the Works (including each stage of mobilization of labour, setting up of site offices/ workshops/ consents and approvals, procurement, manufacture, pre-delivery inspection and testing, delivery to Site, construction, erection, testing and commissioning).

The Bidder should pay particular attention to ensuring that the proposed programme is integrated with the Method Statement.

The construction programme shall be developed and presented on a commercially available project management software (such as Primavera, MS Project or equivalent), together with bar charts and CPM diagrams which clearly illustrate the critical path to achieve the desired results.

Bidders Qualification

To establish its qualifications to perform the contract, the Bidder shall provide the information requested in the corresponding Information Sheets included hereunder.

Form ELI - 1: Bidder's Information Sheet

Bidder's Information	
Bidder's legal name	
Bidder's country of constitution	
Bidder's year of constitution	
Bidder's legal address in country of constitution	
Bidder's authorized representative (name, address, telephone numbers, fax numbers, e-mail address)	
Attached are copies of the following original documents. ❑ 1. In case of single entity, articles of incorporation or constitution of the legal entity named above ❑ 2. Authorization to represent the firm	

Form LIT - Pending Litigation

Each Bidder must fill in this form

Pending Litigation			
❑ □□**No pending litigation in accordance**			
❑ **Pending litigation**			
Year	**Matter in Dispute**	**Value of Pending Claim in Indian Rupees**	**Value of Pending Claim as a Percentage of Net Worth**

Form FIN - 1: Financial Situation

Each Bidder must fill in this form

Financial Data for Previous Five Financial (5) Years					
	Year 1:	Year 2 :	Year 3:	Year 4:	Year 5:
	Information from Balance Sheet				
Total Assets					
Total Liabilities					
Net Worth					
Current Assets					
Current Liabilities					
Working Capital					

Financial Data for Previous Five Financial (5) Years					
	Year 1:	Year 2 :	Year 3:	Year 4:	Year 5:
	Information from Income Statement				
Total Revenues					
Profits Before Taxes					
Profits After Taxes					

Attached are copies of financial statements (balance sheets including all related notes, and income statements) for the last Five financial years, as indicated above, complying with the following conditions.

- All such documents reflect the financial situation of the Bidder
- Historic financial statements must be audited by a statutory auditor
- Historic financial statements must be complete, including all notes to the financial statements
- Historic financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

The financial statement shall be audited and certified by Statutory Auditor.

Form FIN - 2: Average Annual Construction Turnover

Annual Turnover Data for the Last 3 financial Years (Construction only)			
Each Bidder must fill in this form **Year**	**Amount Currency**	**Exchange Rate**	**INR Equivalent**
1			
2			
3			

Average Annual Construction Turnover

The information supplied should be the Annual Turnover of the Bidder in terms of the amounts billed to clients for each year for work in progress or completed, converted to INR at the rate of exchange as per RBI notified rates as under Prevailing rate on 31st March of corresponding year The financial statement shall be audited and certified by Statutory Auditor

Form –Works Completed by Bidder

LIST OF WORKS ALREADY COMPLETED BY THE BIDDER DURING LAST 7 FINANCIAL YEARS i.e. from 2013-2014 to 2019-2020 & upto one month prior to last date of submission of the bid in the following Proforma. (Separate form for each work)

Sr No.	Name of work	Place/ Dist./ State	Tendered amount Rs. In Lac	Cost on completion Rs. In lac	Date of starting	Original time limit in months	Extended time limit in months	Time taken in month to complete the work	Actual date of completion	Reason for delay in completion	Remarks
1.	2.	2a.	3.	4	5a	5b.	5c.	5d.	5e	6	7

Note:

Necessary completion certificate showing the year wise breakup of amount of work done from concerned officers shall be attached with the tender.

Date: Signature of the Bidder.

Form EXP – 1: Contracts of Similar Size and Nature

Contract of Similar Size and Nature		
Contract No. . . . . of	**Contract Identification**	
Award Date		**Completion Date**
Total Contract Amount	**INR**	
If partner in a JV or subcontractor, specify participation of total contract amount	**Percent of Total**	**Amount**
Employer's Name **Address** **Telephone/Fax Number** **E-mail**		
Description of the similarity		

Declaration of Non-Blacklisting

((To be submitted by Bidder)

(To be provided on the Company letter head)

Declaration Bidder:

Place

Date

To,

[ ]

Subject: Self Declaration of not been blacklisted in response to the Notice Inviting Tender for …….
……
……..

Ref: NIT No. **<<…..>> dated << …..>>**

Dear Sir,

We confirm that our company or firm, _____,is currently not blacklisted in any manner whatsoever by any of the State or Union Territory and or Central Government in India on any ground including but not limited to indulgence in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

(Signature of the Lead Bidder)

Printed Name

Designation

Seal

Date:

Place:

Business Address:

Anti-Collusion Certificate

(To be Submitted by Bidder)

We hereby certify and confirm that in the preparation and submission of our Bid for " ----------
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----------. " against the NIT issued by Employer, We have not acted in concert or in collusion with any other Bidder or other person(s) and also not done any act, deed or thing, which is or could be regarded as anti-competitive. We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or organization in connection with the instant bid.

(Signature of the Lead Bidder)

Printed Name

Designation

Seal

Date:

Place:

Business Address: