

TENDER DOCUMENT

TURNKEY WORKS FOR SETTING UP OF AMRIT PHARMACY OUTLET AT IPGME&R HOSPITAL AT KOLKATTA IN WEST BENGAL

IFB No: HLL/CMO/HCD/INT/WB/AMT-2/26-27, Dt. 19.09.2026

e- Tendering



Hi-Care DIVISION

HLL Lifecare Limited

(A Government of India Enterprise)

Central Marketing Office,

HLL Bhavan, #26/4, Tambaram-Velachery Main

Road, Pallikaranai, Chennai – 600 100,

Tamilnadu, India Ph: 044-29813732/34

www.lifecarehll.com

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PART I

INSTRUCTIONS TO THE BIDDERS (ITB)

Instructions to bidder are broad guidelines to be followed while formulating the bid and its submission to the Purchaser. It also describes the methodology for opening and evaluation of bids and consequent award of contract.

1. DEFINITIONS

In this Contract, the following words and expressions shall have the meanings as stated below:

- a. **‘Invitation for Bid’** shall mean and include the present document, and such other complements and agenda, which may subsequently be issued in this connection.
- b. **‘Bidder/Tenderer’** shall mean the person, firm or Corporation submitting a bid against this invitation for bid and shall also include his agents and representatives.
- c. **‘Purchaser/Owner’** shall mean HLL Lifecare Limited (HLL) or its units/Divisions thereof.
- d. **‘Engineer-In-Charge’**, shall mean the Engineer appointed by the purchaser/owner to supervise all activities of the project.
- e. **‘Supplier/Contractor’**, shall mean the successful bidder whose tender has been accepted by the purchaser/owner and to whom the order is placed by the purchaser/owner and shall include his heirs, legal representatives, successors etc.
- f. **‘Permanent Works’**, means and include all the work specified or set forth and required if any by the specification, drawings and other documents which form part of this contract or to be implied thereof or incidental thereof to be hereafter or required in such further explanatory instructions, drawings etc., as shall from time to time during the progress of the work be given by the HLL.
- g. **‘Project’**, shall mean entire work specified in the contract documents inclusive of extra items/extra quantities (if any) executed during the contract period.
- h. **‘Acceptance Letter’**, shall mean written consent by a letter of purchaser/owner to the bidder intimating him that his tender has been accepted.
- i. **‘Contract’**, shall mean the articles of Contract Agreement, the conditions of contract, schedule of quantities, specifications, drawings attached and duly signed by the purchaser/owner and the Contractor.
- j. **‘Date of Contract’**, shall mean the date on which the successful bidder has accepted the notification of award.
- k. **‘Contract Period’**, shall mean the period (including rainy season) specified in the tender documents during

which the contract shall be executed.

- l. **'Completion Certificate'**, shall mean the certificate issued by the purchaser/owner to the Contractor after successful completion of the project.
- m. **'Extra Items'**, are those items, which are not appearing in the Schedule of Items but required to be executed during the project period.

2. SCOPE OF THE BID

HLL Lifecare Limited (HLL), a Government of India Enterprise, invites online bids from the eligible, competent and experienced Suppliers/Dealers/OEMs who are capable of executing the Specified work as per our tender conditions.

3. ELIGIBLE BIDDERS

3.1 A Bidder should have eligibility criteria as per 9.2-b of this section to submit bids against this tender.

3.2 A firm/bidder shall submit only one bid in the same bidding process. A Bidder (either as a firm or as an individual or as a partner of a firm) who submits or participates in more than one bid will cause all the proposals in which the Bidder has participated to be disqualified.

3.3 Joint ventures or Consortiums of two or more registered contractors are not permitted.

4. COST OF BIDDING

4.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and "the Purchaser", will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

4.2 Tender documents may be downloaded free of cost from the Government e-procurement portal (URL: <https://etenders.gov.in/eprocure/app>). However, tender document fees, as mentioned in the NIT, is required to be submitted along with the online bid.

5. SITE VISIT

- 5.1. The bidder is advised to visit and examine the Site of delivery/Work and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for delivery of item/construction of the Works. He shall examine the site condition and satisfy himself of the availability of materials at nearby places, difficulties which may arise during execution before submitting the bids. The costs of visiting the Site shall be at the bidder's own expense.
- 5.2. The bidder and any of his personnel or agents will be granted permission by HLL to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the bidder,

his personnel or agents will release and indemnify HLL and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.

6. Getting information from web portal

- 6.1. All prospective bidders are expected to see all information regarding submission of bid for the Work published in the e tender website during the period from the date of publication of NIT for the Work and up to the last date and time for submission of bid. Non observance of information published in the website shall not be entertained as a reason for any claim or dispute regarding a tender at any stage.
- 6.2. All bids shall be submitted online on the Government e-procurement portal only in the relevant envelope(s)/ cover(s), as per the type of tender. No manual submission of bids shall be entertained for the tenders published through Government e-procurement portal under any circumstances.
- 6.3. The Government e-procurement portal shall not allow submission of bids online after the stipulated date & time. The bidder is advised to submit the bids well before the stipulated date & time to avoid any kind of network issues, traffic congestion, etc. In this regard, the department shall not be responsible for any kind of such issues faced by bidder.

7. Bidding Documents

7.1. Content of Bidding Documents

7.1.1. The bidding documents shall consist of the following unless otherwise specified

- a. Notice Inviting Tender (NIT)
- b. Instructions to Bidders
- c. General and special Conditions of Contract
- d. Technical Specifications
- e. Form of Bid, Appendix to Bid
- f. Bill of Quantities
- g. Drawings if any

7.1.2. The Bidder is required to login to the e-procurement portal and download the listed documents from the website as mentioned in NIT. He shall save it in his system and undertake the necessary preparatory work off-line and upload the completed bid at his convenience before the closing date and time of submission.

7.1.3. The bidder is expected to examine carefully all instructions, Conditions of Contract, Contract Data, Forms, Terms, Technical Specifications, Bill of Quantities, Annexure and Drawings in the Bid Document. Failure to comply with the requirements of Bid Document shall be at the Bidder's own risk.

7.2 Clarification of Bidding Documents

7.2.1. A prospective bidder requiring any clarification of the bidding documents shall contact the office of the Tender Inviting Authority on any working day between 10 AM and 5 PM.

7.2.2. In case the clarification sought necessitates modification of the bid documents, being unavoidable, the Tender Inviting Authority may affect the required modification and publish them in the website through corrigendum.

7.3 Amendment to bidding documents

7.3.1. Before the deadline for submission of bids, the Tender Inviting Authority may modify the bidding document by issuing addenda.

7.3.2. Any addendum thus issued shall be a part of the bidding documents which will be published in the e-tender website. The Tender Inviting Authority will not be responsible for the prospective bidders not viewing the website in time.

7.3.3. If the addendum thus published does involve major changes in the scope of work, the Tender Inviting Authority may at his own discretion, extend the deadline for submission of bids for a suitable period to enable prospective bidders to take reasonable time for bid preparation taking into account the addendum published.

8 Preparation of Bids

8.1 Language of the Bid

8.1.1. All documents relating to the bid shall be in the English language.

8.2 Documents Comprising the Bid

8.2.1. The online bid submitted by the bidder shall comprise the following:

- i. The First Stage (Pre-Qualification or Technical Cover based on 2 cover tender system):
Pre-Qualification or Technical proposal shall contain the scanned copies of the following documents which every bidder has to upload:
 1. Copy of Valid GST registration, EPF Registration Certificate, IT PAN Card as per Clause 1.3. SI No.1 of ITB
 2. Work orders and the corresponding completion certificates in proof of experience as per Clause 1.3. SI No. 2 of ITB
 3. The Duly filled and Signed copy of financial statement as per Part IV to be attached
 4. Acceptance Form as per Part IV of Forms and Declarations
 5. Declaration form as per the format in Part IV
 6. Power of Attorney, in case an authorized representative has signed the tender
 7. Completion period as per the format in Part IV
 8. Requisition Form for e-Payment as per the format in Part IV
 9. No Deviation Certificate as per the format in Part IV
 10. The bidder should submit duly filled Superintendence, Supervision, Technical Staff and Employee Details certified by a Chartered Accountant.

11. The Duly filled and Signed copy of Banker's Certificate as per Part IV to be attached
12. The Duly filled and Signed copy of Solvency Certificate as per Part IV to be attached
13. Part V - List of approved make shall be duly signed with seal to be attached

- ii. The Second Stage (Financial Cover or as per tender cover system):
The Bidder shall complete the Price bid as per format given for download along with this tender.
Note: The blank price bid should be downloaded and saved on bidder's computer without changing file-name otherwise price bid will not get uploaded. The bidder should fill in the details in the same file and upload the same back to the website.

Fixed price: Prices quoted by the Bidder shall be fixed during the bidder's performance of the contract and not subject to variation on any account. A bid submitted with an adjustable/ variable price quotation will be treated as non – responsive and rejected.

8.3. Bid Prices

- 8.3.1. The Bidder shall bid for the whole work as described in the Bill of Quantities.
- 8.3.2. For item rate tenders, the bidder shall fill in rates in figures and should not leave any cell blank. The line item total in words and the total amount shall be calculated by the system and shall be visible to the Bidder.
- 8.3.3. The rates quoted by the Bidder shall include cost of all materials and conveyance, labour charges; hire charges of plant and machinery, overheads and all incidental charges for execution of the contract. The rate quoted shall also include all statutory taxes as on the date of submission of the tender and such taxes shall be paid by the contractor.
- 8.3.4. GST or any other tax applicable shall be payable by the Contractor in respect of this contract and HLL will not entertain any claim whatsoever in respect of the same.
- 8.3.5. All taxes, royalty, Octroi and other levies payable by the contractor under the contract, or for any other cause as of the date 28 days prior to the deadline for submission of bids shall be included in the rates, prices and total of bid price. The bid prices shall also cater for any change in tax pattern during the tenure of work.
- 8.3.6. The rates and prices quoted by the bidder shall remain firm during the entire period of contract.

8.4. Currencies of Bid and Payment

- 8.4.1. The currency of bid and payment shall be quoted by the bidder entirely in Indian Rupees. All payments shall be made in Indian Rupees only.

8.5. Bid Validity

- 8.5.1. Bids shall remain valid for the period of **120 Days** from the date of opening of the bid as specified in the NIT. A bid valid for a shorter period shall be rejected by HLL as non-responsive.

8.5.2. In exceptional circumstances, prior to expiry of the original bid validity period, the Tendering Authority may request the bidders to extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing or by e mail.

8.6. Bid Security (EMD)

8.6.1. The Bidder shall furnish, as part of his Bid, a Bid Security for an amount as detailed in the Notice Inviting Tender (NIT). For e-tenders, Bidders shall remit the Bid Security using the payment options given in e-tender under Government e-Procurement system only.

8.6.2. Each bid must be accompanied by EMD. Any Bid not accompanied by an acceptable Bid Security (EMD) shall be rejected as non-responsive.

8.7. Bid submission fee

8.7.1. For e-tenders, the mode of remittance of Bid submission fee (Tender Fee). For e-tenders, Bidders shall remit the Tender fee using the payment options as mentioned in the e-tender in Government eProcurement portal only.

8.7.2. Any bid not accompanied by the Tender Fee as notified, shall be rejected as nonresponsive.

8.7.3. Tender Fee remitted will not be refunded.

8.8. Alterations and additions

8.8.1. The bid shall contain no alterations or additions, except those to comply with instructions, or as necessary to correct errors made by the bidder, in which case such corrections shall be initialed by the person or persons signing the bid.

8.8.2. The bidder shall not attach any conditions of his own to the Bid. The Bid price must be based on the tender documents. Any bidder who fails to comply with this clause will be disqualified.

9. Submission of Bids

The Bidder shall submit their bid online only through the Government e-Procurement portal (URL: <https://etenders.gov.in/eprocure/app>) as per the procedure laid down for e-submission as detailed in the web site. For e tenders, the bidders shall download the tender documents including the Bill of Quantity (BoQ) file from the portal. The Bidder shall fill up the documents and submit the same online using their Digital Signature Certificate. On successful submission of bids, a system generated receipt can be downloaded by the bidder for future reference. Copies of all certificates and documents shall be uploaded while submitting the tender online.

9.1 The tender is invited in **2 Envelope system** from the registered and eligible firms at CPP Portal.

9.2 Pre-qualification Criteria for bidders: Following 2 envelopes shall be submitted online at CPP-portal by the bidder.

a) Envelope - I (Fee & Technical):

Tender fee (Non-refundable) as per the tender conditions shall be paid separately, thru RTGS/NEFT only transfer only in the following HLL A/c details:

Name of Bank :	HDFC Bank Limited
A/c number :	00630330000035
IFSC Code :	HDFC0000063
Branch name :	Commercial Branch, Vazhuthacaud, Thiruvananthapuram

Document of the above transactions completed successfully by the bidder, shall be uploaded separately while submitting the bids online.

Technical Bid should contain signed and scanned soft copy documents in proof of experience and duly filled and signed copy of documents specified in Part IV.

Qualification Criteria for contractors / firms

The bidder should be fulfilling the following preconditions and must also upload/ submit documentary evidence in support of fulfillment of these conditions while submitting the bid.

SN	Eligibility Criteria
1	Bidder should have a valid Certificate of the following:
	a. GST Registration
	b. IT PAN Card
	c. EPF Registration Certificate (if the firm has an exemption, a declaration of the same shall be submitted)
	d. Certificate of incorporation /Memorandum of Article/ Partnership Deed etc.
	Note: Copy of valid certificates for the above shall be submitted as proof.
2	The applicant should have successfully completed similar works during the last 7 years ending last day of the month previous to the one in which tenders are invited shall be either of the following: Three similar completed works each costing not less than 40% of the estimated cost put to tender or Rs.400 crore, whichever is less, or Two similar completed works each costing not less than 60% of the estimated cost put to tender or Rs.600 crore, whichever is less, or One similar completed work costing not less than 80% of the estimated cost put to tender or Rs. 800 crore, whichever is less. similar work here encompasses civil and electrical work necessary for the construction/renovation of

SN	Eligibility Criteria	
	buildings. The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum; calculated from the date of completion to previous day of last day of submission of tenders. The Duly filled and signed copy of the PERFORMANCE DECLARATION FORM as per the item no. 1 of part IV is to be attached. Copies of work orders and satisfactory work completion reports issued by the Client/Authority concerned shall be submitted in proof of the same.	
	Note:	NOTE: For Govt./Departmental works, Work orders and corresponding completion certificate issued by the Competent Authority (Exe. Engr., Supt. Engr., etc.) shall be submitted. Completion certificates for works issued by private parties shall be supported by TDS certificates.
3	Average annual financial turnover of the bidder during the last three years ending with March 2025 shall be at least 50% of the estimated cost put to tender. The Duly filled and Signed copy of the FINANCIAL STATEMENT as per item No.2 Part IV is to be attached.	
	Note:	Enclose audited Balance sheets, Profit & Loss Statements, and IT return statements certified by a Chartered Accountant as proof of financial status.
4	The duly signed declaration form as per item no-3 of part- IV is to be attached.	
	Note:	Bidder quoting should not have a record of poor performance such as abandoning work, not properly completing the contract, termination, financial failures/ weaknesses, etc., in the last one year prior to the date of tender opening. In any case if it is observed, it will be considered a reason for rejection. HLL has the full right to assess the performance of the work by the bidder and the decision shall be binding upon the bidder.
5	The bidder should submit the duly notarized Power of Attorney, issued by the competent authority in favour of the signatory of the bid in the stamp paper of appropriate value as per the Stamp Act. Note: Power of Attorney should be provided along with the list of Directors/Partners.	
6	Duly signed acceptance form along with the attested copy of tender document (as per item no-4 of Part-IV) to be attached	
7	Duly signed completion period declaration as per item no-5 of Part-IV to be attached	
8	Duly filled requisition form for E-payment along with clear and visible scan copy of cancelled cheque as per item no-6 Part-IV to be attached	
9	Details of Technical and Administrative Personnel to be employed for the Work to be attached as per (item no. 13 of Part – IV)	
10	Duly filled No Deviation Certificate as per item no-8 of Part- IV to be attached	
11	Letter of understanding the project site on bidder letter Head to be attached as per (item no. 9 of Part – IV)	

SN	Eligibility Criteria
12	Structure & Organization- attested by a Chartered Accountant as per (item no-10 of Part-IV) to be attached
13	Duly signed copy of bid form (as per item no. 11 of Part IV) to be submitted.
14	Duly signed list of approved makes as per Part IV to be attached

Pre-bid queries: Pre-bid queries shall be communicated through hcdcmo@lifecarehll.com or through phone +91 79079 61267

b) Envelope – II (Financial Bid): The Financial e-Bid through CPP Portal.

All rates shall be quoted in the format provided and no other format is acceptable. If the price bid has been given as a standard format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the file, open it and complete the colored (Unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the file is found to be modified by the bidder, the bid will be rejected. **Bidder shall quote for all site's BoQs if any of the BoQs is not quoted then their bid will be treated as non-responsive.**

Note: -

1. HLL Lifecare Limited reserves the right to verify the credential submitted by the agency at any stage (before or after the award the work). If at any stage, any information / documents submitted by the applicant is found to be incorrect / false or have some discrepancy which disqualifies the firm then HLL shall take the following action:
 - a) The agency shall be liable for debarment from tendering in HLL Lifecare Limited, apart from any other appropriate contractual /legal action.
2. On demand of the Tender Inviting Authority, this whole set of certificates and documents shall be send to the Tender Inviting Authority's office address (as given in the NIT) by registered post/Speed post of India Post in such a way that it shall be delivered to the Tender Inviting Authority before the deadline mentioned. The Tender Inviting Authority reserves the right to reject any bid, for which the above details are not received before the deadline.
3. The Tender Inviting Authority shall not be responsible for any failure, malfunction or breakdown of the electronic system while downloading or uploading the documents by the Bidder during the e-procurement process.

10.Alternative Bids

10.1 Alternative Bids are not permitted.

11.Documents Establishing Bidder's Eligibility And Qualifications

11.1 Pursuant to ITB clause, the Bidder shall furnish, as part of its bid, relevant details and documents establishing its eligibility to quote and its qualifications to perform the contract if its bid is accepted.

12.12.Documents Establishing Supplies In Conformation To E-Tender Document.

12.1 The Bidder shall provide in its bid the required as well as the relevant documents like technical data, literature, drawings etc. to establish that the supply offered in the bid fully conform to the requirement of this e-Tender document. For this purpose, the Bidder shall also provide a clause-by-clause commentary / compliance and other technical details incorporated by the HLL in the e-Tender documents to establish technical responsiveness of the goods offered in its bid.

12.2 If a Bidder furnishes wrong and/or misleading data, statement(s) etc. about technical acceptability of the item offered by it, its bid will be liable to be ignored and rejected in addition to other remedies available to the HLL in this regard.

13. 13.Additional Factors And Parameters For Evaluation

Considering the urgency and the requirement for expeditious completion of AMRIT Pharmacy works, HLL may allocate up to a maximum of 10 (Ten) AMRIT Pharmacy sites at a time to a single bidder.

The allocation of sites shall be made keeping in view the requirement, work progress and timely completion of the assigned works, so as to ensure expeditious execution and completion within the stipulated schedule.

Upon satisfactory progress and/or completion of the works already allocated, further sites may be considered for allocation to the bidder, as per the requirement of HLL and the overall progress of the works.

14. Deadline for Submission of the Bids

14.1 Bid shall be received only online on or before the date and time as notified in NIT.

The Tender Inviting Authority, in exceptional circumstances and at its own discretion, may extend the last date for submission of bids, in which case all rights and obligations previously subject to the original date will then be subject to the new date of submission. The Bidder will not be able to submit his bid after expiry of the date and time of submission of bid (server time).

14.2 Modification, Resubmission and Withdrawal of Bids

14.2.1 Resubmission or modification of bid by the bidders for any number of times before the date and time of submission is allowed. Resubmission of bid shall require uploading of all documents including price bid afresh.

14.2.2 If the bidder fails to submit his modified bids within the pre-defined time of receipt, the system shall consider only the last bid submitted.

- 14.2.3 The Bidder can withdraw his/her bid before the date and time of receipt of the bid. The system shall not allow any withdrawal after the date and time of submission.

15. Bid Opening and Evaluation

11.1. Bid Opening

Bids shall be opened on the specified date & time, by the tender inviting authority or his authorized representative in the presence of bidders or their designated representatives who choose to attend.

15.1 Bid Opening Process

- 11.1.1. Opening of bids shall be carried out in the same order as it is occurring in invitation of bids or as in order of receipt of bids in the portal. The bidders & guest users can view the summary of opening of bids from any system. Bidders are not required to be present during the bid opening at the opening location if they so desire.

- a) Envelope -I: Envelope-I Opening date shall be mentioned in NIT Document. (Envelope – I shall contain scanned copy of Tender Fees and Bid Security Declaration Form)
- b) Envelope -I: Envelope-I opening date shall be as mentioned in NIT Document. The intimation regarding acceptance / rejection of their bids will be intimated to the contractors/firms through e-tendering portal. (Envelope-II shall contain scanned copy of Pre-qualification document.)

If any clarification is needed from bidder about the deficiency in his uploaded documents in Envelope- I, he will be asked to provide it through CPP portal. The bidder shall upload the requisite clarification/documents within time specified by HLL Lifecare Limited, failing which tender will be liable for rejection.

- c) Envelope -II: The financial bids of the contractors/firms found to be meeting the qualifying requirements shall be opened as per NIT Document. (Depending on evaluation of Envelop I & II, the date shall be intimated through CPP Portal)

- 11.1.2. In the event of the specified date of bid opening being declared a holiday for HLL, the bids will be opened at the same time on the next working day.

11.2. Confidentiality

- 11.2.1. Information relating to the examination, clarification, evaluation, and comparison of Bids and recommendations for the award of a contract shall not be disclosed to Bidders or any other persons not officially concerned with such process until the award has been announced in favour of the successful bidder.
- 11.2.2. Any effort by a Bidder to influence the Purchaser during processing of bids, evaluation, bid comparison or award decisions shall be treated as Corrupt & Fraudulent Practices and may result in the rejection of the Bidders' bid.

11.3. Clarification of Bids

11.3.1. To assist in the examination, evaluation, and comparison of bids, the Tender Inviting Authority may ask the bidder for required clarification on the information submitted with the bid. The request for clarification and the response shall be in writing or by e-mail, but no change in the price or substance of the Bid shall be sought, offered, or permitted.

11.3.2. No Bidder shall contact the Tender Inviting Authority on any matter relating to the submitted bid from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Tender Inviting Authority, he shall do so in writing.

11.4. Examination of Bids, and Determination of Responsiveness

11.4.1. During the bid opening, the Tender Inviting Authority will determine for each Bid whether it meets the required eligibility as specified in the NIT; is accompanied by the required bid security declaration form, bid submission fee and the required documents and certificates.

11.4.2. A substantially responsive bid is one which conforms to all the terms, conditions, and requirements of the bidding documents, without material deviation or reservation.

A material deviation or reservation is one: -

- a. which affects in any substantial way the scope, quality, or performance of the Works;
- b. which limits in any substantial way, inconsistent with the bidding documents, the Purchaser's rights or the Bidder's obligations under the Contract; or
- c. whose rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.

11.4.3. If a Bid is not substantially responsive, it may be rejected by the Tender Inviting Authority, and may not subsequently be made responsive by correction or withdrawal of the nonconforming material deviation or reservation.

11.4.4. Non submission of legible or required documents or evidences may render the bid non-responsive.

11.4.5. Bidder can witness the principal activities and view the documents/summary reports for that particular work by logging on to the portal with his DSC from anywhere.

11.4.6. Bidder who quotes lowest of all the BoQs in total, will be considered as L1 bidder.

11.5. Negotiation on Bids

11.5.1. The Tender Inviting Authority reserves the right to negotiate with the lowest evaluated responsive bidder.

16. Award of Contract copy

12.1. The work shall be awarded to the qualified responsive bidder, who quotes the lowest amount for the tendered BOQ in total and the contract will be awarded for the total number of sites or a part as per the discretion of the Purchaser.

- 12.2. In the eventuality of failure on the part of the lowest successful bidder to produce the original documents, or submit the security deposit, or acceptance of LOI/ Work order within the specified time limit, the Bidder shall be debarred in future from participating in Bids for three years and will be recommended for blacklisting by the competent authority. In such cases, the work shall be re-tendered.
- 12.3 The rates for the various items quoted by the Bidder shall be rounded to two decimal places. The decimal places in excess of two will be discarded during evaluation.
- 12.4 The Tender Inviting Authority reserves the right to accept or reject any Bid and to cancel the Bidding process and reject all Bids at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Tender Inviting Authority's action.
- 12.5 Notification of Award and Order Acceptance
- 12.5.1 The Bidder, whose Bid has been accepted, shall be notified of award by HLL prior to expiration of the Bid validity period by facsimile or e-mail confirmed by letter sent through post. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") will state the sum that the Purchaser will pay the Bidder in consideration of the execution, completion and remedying defects, if any of the Works by the Contractor as prescribed by the Contract.
- 12.5.2. The notification of award will constitute the formation of the Contract, subject only to the furnishing of a Security Deposit within 7 (Seven) days of issue of letter of acceptance.
- 12.5.3. Upon the furnishing by the successful Bidder of the Security Deposit, the Agreement Authority will promptly notify the other Bidders that their Bids have been unsuccessful.
- 12.5.4. Solicitor's fee, if any, to be paid to the Law Officers of Government for scrutinizing or drawing up of agreements - will be paid and the same recovered from the successful bidder.

17. Corrupt or Fraudulent Practices

- 17.1 The purchaser requires that the bidders, suppliers and contractors observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy, the following are defined:

SN	Term	Meaning
(a)	Corrupt practice	The offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution.

(b)	Fraudulent practice	A misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract.
(c)	Collusive practice	Means a scheme or arrangement between two or more bidders, with or without the knowledge of the purchaser, designed to establish bid prices at artificial, non-competitive levels.
(d)	Coercive practice	Means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract.

17.2 The Purchaser will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question.

17.3 HLL reserves the right to club or split the items of works, change the qualifying criteria at their discretion and to reject or cancel the Invitation for bids without assigning any reason thereof.

Part II

GENERAL CONDITIONS OF CONTRACT

SECTION 1 - DEFINITIONS

- I. The Contract means the documents forming the tender and acceptance thereof and the formal agreement executed between the competent authority as indicated in Schedule 'F' on behalf of the Client 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 of the Consultant appointed by the Client and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.
- II. In the contract the following expressions shall, unless the context otherwise requires, have the meanings, thereby respectively assigned to them: -
- i) The expressions **works** or **work** shall, unless there be something either in the subject or context repugnant to such work, 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) Accepting Authority shall mean the authority mentioned in Schedule 'F'.
 - v) Department/ Client means shall include their legal representatives, nominee, employees and Officials.
 - vi) Specifications means the specifications followed by the HLL in the area where the work is to be executed.
 - vii) The Engineer-in-charge means the Engineer Officer of HLL as mentioned in Schedule 'F' hereunder, authorized by competent authority of HLL, who shall supervise and be in charge of the work.
 - viii) Excepted risk(s) are risks due to riots (other than those on account of the contractor's employees), war (whether declared or not) invasion, act of foreign enemies, hostilities, civil war, rebellion revolution, insurrection, military or usurped power, any act of Government, damage 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 work.
 - (a) Market rate shall be the rate as decided by 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 upto the date of receipt of the tender.

- (b) Schedule(s) referred to in these conditions shall mean the relevant schedule(s) annexed to the tender papers or the standard Schedule of Rates of the Government mentioned in Schedule 'F' hereunder, with the amendments thereto issued upto the date of receipt of the tender.
- ix) "Tendered Value"/"Contract Price" means the value of the entire work as stipulated in the letter of award.
- x) Date of commencement of work: The date of commencement of work shall be the date of issuance of work order 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.
- xi) GST shall mean Goods and Service Tax – Central, State and Inter State.
- xii) Payment authority means.....

Scope and performance

- III. Where the context so requires, words imparting the singular only also include the plural or vice versa. Any reference to masculine gender shall whenever required include feminine gender and vice versa
- IV. Heading 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 work thereof or of the contract.
- V. 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 papers. None of these documents shall be used for any purpose other than that of this contract.

Works to be carried out

- VI. The work to be carried out under the contract shall, except as otherwise provided in these conditions, include all labour, 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 description given in the Schedule of Quantities shall, unless otherwise stated, be held to include wastage of materials, cartage and carriage, carrying and return of empties, hoisting, setting, fitting and fixing in position and all other labour necessary in and for the full entire execution and completion of the work as aforesaid in accordance with good practice and recognized principles.

Sufficiency of tender

- VII. 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 price quoted in the Schedule of Quantities, which rates and price 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

- VIII. 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 drawings and figured dimensions in preference to scale and specific 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) Tender drawings
 - iii) Special Conditions of Contract

- iv) GCC, NIT, ITB
- v) CPWD Specifications including up-to-date correction slips
- vi) Technical Specification
- vii) Indian Standard Specifications of B.I.S.
- viii) NBC

- 8.1 If there are varying or conflicting provisions made in any one document forming Part of the contract, Tender 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.
- 8.2 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 obligation under the contract.

Signing of Contract

- IX. 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, amendments, corrigendum etc, 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 Form as mentioned in Schedule 'F' consisting of:
 - (a) Various standard clauses with corrections upto the date stipulated in Schedule 'F' along with annexure thereto.
 - (b) CPWD 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, to be followed by the Contractor for this Project.
 - (e) List of Acts and omissions for which fines can be imposed.
 - (f) No payment for the work done will be made
 - (g) Unless contract is signed by the contractor & PBG is submitted by the Contractor.
 - (h) Till the copy of registration with EPFO and ESI is submitted by the contractor.

SECTION 2 - CLAUSES OF CONTRACT

CLAUSE 1: PERFORMANCE GUARANTEE

- (i) The contractor shall submit an irrevocable Performance Guarantee of 5% (Five percent) of the tendered value 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 Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the form annexed hereto.
- (ii) The Performance Guarantee shall be initially valid up to the successful completion of the work. 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 successful completion of work, the performance guarantee shall be returned to the contractor, without any interest.
- (iii) The Engineer-in-Charge shall not make a claim under the performance guarantee except for amounts to which the Client 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 the Client 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 Client.
- (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. 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.

CLAUSE 1 A: RECOVERY OF SECURITY DEPOSIT

The person/persons whose tender(s) may be accepted (hereinafter called the contractor) shall permit Government/Client at the time of making any payment to him for work done under the contract to deduct a sum at the rate of 5% of the gross amount of each running and final bill till the sum deducted will amount to security deposit of 5% of the tendered value of the work. Such deductions will be made and held by HLL/Client 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 Client 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 Client 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 therefrom, or from any sums which may be due to or may become due to the contractor by Client 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 of the contractor at the rates mentioned above.

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

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 Engineer-in-Charge at the time of collection of interest and the amount of interest to the extent of deficiency in value of the Government paper will be withheld if necessary.

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

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

CLAUSE 2: COMPENSATION FOR DELAY

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

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

- (i) Compensation for delay of work with maximum rate @ 1.0 % of accepted tendered value 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% of the accepted Tendered Value of work or of the accepted Tendered Value of the item or group of items of work 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 HLL. In case, the contractor does not achieve a particular milestone mentioned in schedule F, or the re-scheduled milestone(s) in terms of Clause 5.4, the amount shown against that milestone shall be withheld, to be adjusted against the compensation levied as above. With-holding of this amount on failure to achieve a milestone, shall be automatic without any notice to the contractor. However, if the contractor catches up with the progress of work on the subsequent milestone(s), the withheld amount shall be released. In case the contractor fails to make up for the delay in subsequent milestone(s), amount mentioned against each milestone missed subsequently also shall be withheld. However, no interest, whatsoever, shall be payable on such withheld amount.

CLAUSE 3 WHEN CONTRACT CAN BE DETERMINED

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

- (i) If the contractor having been given by the Engineer-in-Charge a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in an inefficient or otherwise improper or unworkman 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 Client.
- (vi) If the contractor shall enter into a contract with Client in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and the terms of payment thereof have been previously disclosed in writing to the Engineer-in-Charge.
- (vii) If the contractor shall obtain a contract with HLL/Client as a result of wrong tendering or other non-bonafide methods of competitive tendering or commits breach of integrity pact.
- (viii) If the contractor being an individual, or if a firm, any partner thereof shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purport so to do, or if any application be made under any Insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors.
- (ix) If the contractor being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.
- (x) If the contractor shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days.
- (xi) If the contractor assigns, (excluding part(s) of work assigned to other agency(s) by the contractor as per terms of contract), transfers, sublets (engagement of labour on a piece-work basis or of labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or otherwise parts with or attempts to assign, transfer, sublet or otherwise parts with the entire works or any portion thereof without the prior written approval of the Engineer -in-Charge.
- (xii) When the contractor has made himself liable for action under any of the cases aforesaid, the Engineer-in-Charge shall have powers:
- (xiii) 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, the 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 HLL.
- (xiv) After giving notice to the contractor to measure up the work of the contractor and to take such whole, or the balance or part thereof, as shall be un-executed out of his hands and to give it to another contractor to complete the work. The contractor, whose contract is determined as above, shall not be allowed to participate in the tendering process for the balance work including any new items needed to complete the work.

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

in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

CLAUSE 3A

In case, the work cannot be started due to reasons not within the control of the contractor within 1/8th of the stipulated time for completion of work or one month whichever is more, 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.

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

CLAUSE 5 TIME AND EXTENSION FOR DELAY

The time allowed for execution of the Works as specified in the Schedule 'F' or the extended time in accordance with these conditions shall be the essence of the Contract. The execution of the works 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. However, the handing over of site by the Engineer in Charge, in full or in part (if so provided in contract), shall be completed within two months from issue of acceptance letter. 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 HLL without prejudice to any other right or remedy available in law.

5.1 As soon as possible but within fifteen days of award of work :

- (i) The Contractor shall submit a Time and Progress Chart for each mile stone. The Engineer-in-Charge may within 15 (fifteen) 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 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 MS project as 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 Rs. 5000/- 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 for entry in the hindrance register (physical or web-based as prescribed in schedule F) 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 any reasons, in the opinion of the contractor, by HLL/ Client or for any reason/event, for which the Client/HLL is responsible, the contractor may immediately give notice thereof in writing to the Engineer-in-Charge in the same manner as prescribed under sub Clause 5.2 seeking extension of time or rescheduling of milestone/s. The authority as indicated in Schedule 'F' shall, if justified, give a fair and reasonable extension of time and reschedule the milestones 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 (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 reasonable extension of time and reschedule the mile stones for completion of work. Such extension or rescheduling of the milestones shall be communicated to the Contractor by the authority as indicated in Schedule 'F' in writing, within 30 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.
- 5.4.2. In case the work is delayed by any reasons, in the opinion of the Engineer-in-Charge, by the contractor for reasons beyond the events mentioned in clause 5.2 or clause 5.3 or clause 5.4 and beyond the justified extended date without prejudice to right to take action under Clause 3, the Engineer-in-Charge may grant extension of time required for completion of work without rescheduling of milestones. The contractor shall be liable for levy of compensation for delay for such extension of time.

CLAUSE 6 COMPUTERIZED MEASUREMENT BOOK

Engineer-in-Charge shall, except as otherwise provided, ascertain and determine by measurement the value of work done in accordance with the contract. All measurements of all items having financial value shall be entered by the contractor and compiled in the shape of the Computerized Measurement Book having pages of A-4 size as per the format of the department so that a complete record is obtained of all the items of works performed under the contract.

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

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

The final, fair, computerized measurement book given by the contractor, duly bound, with its pages machine numbered, should be 100% correct, and no cutting or over-writing in the measurements would thereafter be allowed. If at all any error is noticed, the contractor shall have to submit a fresh computerized MB with its pages duly machine numbered and bound, after getting the earlier MB cancelled by HLL. Thereafter, the MB shall be taken in the Engineer-in-charge's 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 Engineer in charge 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 HLL.

The contractor shall also submit to the HLL 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 Engineer in charge 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 HLL 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 HLL 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 **Client** based on the recommendation 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 30th working day after the day of presentation of the bill to the **Client** together with the account of the

dismantled materials, if any. In the case of works outside the headquarters of the Engineer- in-Charge, the period of 30th working days will be extended to 35 working days.

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

Pending consideration of extension of date of completion, interim payments shall continue to be made as herein provided without prejudice to the right of the HLL/ CLIENT 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 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 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 HLL from the date of expiry of prescribed time limit which will be compounded on yearly basis.

In case main contractor fails to make the payment to his subcontractor associated by him within 15 days of receipt of each running account payment, then on the written complaint of subcontractor associated for such component, Engineer in charge 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 subcontractor associated for such 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 from the next RA/ final bill due to main contractor as the case may be.

CLAUSE 7A

The Contractor shall submit proof of having valid ESI registration (if applicable) for site workers located in the ESI implemented areas for every site workers before his/ her engagement on the site of works as per requirement of ESI act, 1948 amended upto date and rules made there under.

The contractors are required to ensure that in ESI implemented areas, every site worker has been registered online and they are required to ensure that these workers and their families have got their photography and capturing of biometrics at nearest ESIC branch office and got their respective Identity cards (from ESIC office) issued for extension of ESI benefits to all the engaged construction site workers.

The contractors are required to submit proof of having registered/got issued Identity cards in respect of every Construction site workers in ESI implemented areas before engagement at site of works.

The contractors are required to comply with all the relevant provisions of ESI act, 1948 as amended from time to time and deposit of his contribution as may be required under the above said act to the ESI authorities at required intervals/ time of deposit and submit the proof to Engineer in charge of HLL.

The contractor shall at all times indemnify Client/ HLL and owner against all claims, damages or compensation under the provision of ESI Act, 1948 or any modifications thereof or as consequence of any accident or injury to any workman or other persons in or about the works, whether in the employment of the contractor or not, against all costs, charges and expenses of any suit, action or proceedings arising out of

such incident or injury and against allsum or sums which may with the consent of the contractor be paid to compromise or Compound any such claim.

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 8A CONTRACTOR TO KEEP SITE CLEAN

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

CLAUSE 8B 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, along with all supporting documents 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 [E-I-C], will, as far as possible be made based on recommendation of HLL E-I-C within the period specified here- in-under, the period being reckoned from the date of receipt of the bill by the Engineer-in- Charge or his authorized Engineer, complete with account of dismantled materials.

- (i) If the Tendered value of work is up to Rs. 45 lac: 2 Months
- (ii) If the Tendered value of work is more than Rs. 45 lac and up to Rs.2.5 Crore: 3 Months
- (iii) If the Tendered value of work exceeds Rs. 2.5 Crore: 6 Months

CLAUSE 10: MATERIALS TO BE PROVIDED BY THE CONTRACTOR

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

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 10A Secured Advance on Materials

- (i) The contractor, shall be entitled to be paid during the progress of the execution of the work up to 75% of the assessed value of any materials, which are in the opinion of the Engineer-in- charge non-

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

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

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

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

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

For this purpose, the labour component of 85% of the value of the work executed during period under consideration shall not exceed the percentage as specified in Schedule F, and the increase/decrease in labour shall be considered on the minimum daily wages in rupees of any unskilled

Mazdoor, fixed under any law statutory 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)(j) of clause 10 BB except the amount of full assessed value of secured Advance.

Provided always that:

- (a) Where provisions of clause 10BB are applicable, provisions of clause 10B will not be applicable.
- (b) Where provisions of clause 10BB are not applicable, provisions of clause 10B will become applicable.

Clause 10BB

If the prices of materials and/or wages of labour required for execution of the work increase, the contractor shall be compensated for such increase as per provisions detailed below and the amount of the contract shall accordingly be varied, subject to the condition that such compensation for escalation in prices and wages shall be available only for the work done during the stipulated period of the contract including the justified period extended under the provisions of clause 5 of the contract without any action under clause 2. 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 (C) = (A-B)
 - d) Full assessed value of Secured Advance fresh paid in this quarter : (D)
 - e) Full assessed value of Secured Advance recovered in this quarter : (E)
 - f) Full assessed value of Secured Advance for which escalation Payable in this quarter, (F) = (D-E)
 - g) Advance payment made during this quarter: (G)
 - h) Advance payment recovered during this quarter: (H)
 - i) Advance payment for which escalation is payable in this Quarter (I) = (G-H)
 - j) Amount paid based on prevailing market rates due to deviations/variations as per clause 12 during this quarter: (J)

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

Cost of work for which escalation is applicable (W) = $0.85M$

Components for materials, labour, etc. shall be pre-determined for every work and incorporated in the conditions of contract attached to the tender documents included in Schedule 'F'. The decision of the Engineer-in-Charge in working out such percentage shall be binding on the contractors.

- iii. The following principles shall be followed while working out the payment/recovery on account of variation of prices of materials and/ or wages of labour.
 - (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 date of submission of bill by the contractor to the department 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 the letter of commencement of work is issued by the Engineer-in-Charge) 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)
 - (c) The indices as defined below (excluding LI) relevant to any quarter/period for which such compensation is to be paid shall be the arithmetical average of the indices relevant to the three calendar months. If the period up to the date of completion after the quarter covered by the last such installment of payment, is less than three months, the indices shall be the average of the indices for the months falling within that period.
 - (d) The minimum wage of an unskilled Mazdoor 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.
 - (e) 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;
 - (f) 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.
- iv. In the event the price of materials and/or wages of labour required for execution of the work decreases, 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 stated below under this Clause 10BB shall mutatis mutandis apply.
- v. The contract price shall be adjusted for increase or decrease in rates and prices of labour, cement, steel reinforcement bar, fuel and lubricants and other input materials as per percentage of materials/labour specified in schedule F and in accordance with the principles, procedures and formulae specified below:
- (a) Price adjustment for change in cost shall be paid in accordance with the following formulae:
 1. For Construction period of this work:

$$VW = W * (1/100) * [CP * (CI-CO)/CO + LP * (LI-LO)/LO + CMP * (CMI-CMO)/CMO + EMP * (EMI-EMO)/EMO + FP * (FI-FO)/FO + SP * (SI-SO)/SO + Bp * (BI-Bo)/BO]$$
 2. For Maintenance period of this work:

$$VW = W * (1/100) * [LP * (LI-LO)/LO + CMP * (CMI-CMO)/CMO + EMP * (EMI-EMO)/EMO + Bp * (BI-Bo)/BO]$$

(* means multiplication)

Where, W=cost of work done as per para (ii) above.

Percentage components of materials & labour as specified in the schedule F are defined as under:-

- CP - Cement component,

- LP - Labour component,
- CMP - Civil component of other construction materials,
- EMP - E & M component of construction materials
- FP - POL (Diesel) component
- SP - Reinforcement steel bars/TMT bars/structural steel (including strands and cables) component
- BP - Bitumen component

Indices for various components of materials & labour to be used for the purpose of this Clause are defined as under:

- CO = Wholesale Price Index for Pozzolana Cement published by office of the Economic Adviser, Ministry of Industry & Commerce valid for the month of last date of receipt of tender including extension, if any.
- CI = Wholesale Price Index for Pozzolana Cement published by office of the Economic Adviser, Ministry of Industry & Commerce for the period under consideration.
- LO = Minimum daily wage in rupees of an unskilled adult mazdoor, fixed under any law, statutory rule or order as on the last date of receipt of tender including extension, if any.
- LI = Minimum wage in rupees of an unskilled adult mazdoor, fixed under any law, statutory rule or order as applicable on the last date of the quarter previous to the one under consideration.
- CMO = Price Index for civil components of other construction materials valid for the month of the last date of receipt of tender including extension, if any, as issued by the office of CE CSQ (Civil) or successor.
- CMI = Price Index for civil components of other construction materials for the period under consideration and as issued by the office of CE CSQ (Civil) or successor.
- EMO = Price Index for E & M components of construction materials valid for the month of the last date of receipt of tender including extension, if any, as issued by the office of CE CSQ (Electrical) or successor.
- EMI = Price Index for E & M components of construction materials for the period under consideration and as issued by the office of CE CSQ (Electrical) or successor.
- FO = Wholesale Price Index of HSD (High Speed Diesel) published by office of the Economic Adviser, Ministry of Industry & Commerce valid for the
- FI = Wholesale Price Index of HSD (High Speed Diesel) published by office of the Economic Adviser, Ministry of Industry & Commerce for the period under consideration.
- SO = Wholesale Price Index of Mild Steel-long products published by office of the Economic Adviser, Ministry of Industry & Commerce valid for the month of the last date of receipt of tender including extension, if any
- SI = Wholesale Price Index of Mild Steel-long products published by office of the Economic Adviser, Ministry of Industry & Commerce for the period under consideration.
- BO = Wholesale Price Index of Bitumen published by office of the Economic Adviser, Ministry of Industry & Commerce valid for the month of the last date of receipt of tender including extension, if any
- BI = Wholesale Price Index of Bitumen published by office of the Economic Adviser, Ministry of Industry & Commerce for the period under consideration.

vi. Provided always that:

- (a) Where provisions of clause 10BB are applicable, provisions of clause 10B will not be applicable.

- (b) Where provisions of clause 10BB are not applicable, provisions of clause 10B will become applicable.

CLAUSE 10C - DISMANTLED MATERIAL GOVT. PROPERTY

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

CLAUSE 11 WORK TO BE EXECUTED IN ACCORDANCE WITH SPECIFICATIONS, DRAWINGS, ORDERS ETC.

The contractor shall execute the whole and every part of the work in the most substantial and workmanlike manner both as regards materials and otherwise in every respect in strict accordance with the specifications. The contractor shall also conform exactly, fully and faithfully to the design, drawings and instructions in writing in respect of the work signed by the Engineer-in-Charge and the contractor shall be furnished free of charge one copy of the contract documents together with specifications, designs, drawings and instructions.

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 execution.'

CLAUSE 12 DEVIATIONS/ VARIATIONS EXTENT AND PRICING

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

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

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 market rates.
- 12.4. For the purpose of operation of Schedule "F", the following works shall be treated as works relating to foundation unless & otherwise defined in the contract:
 - (i) For Buildings : All works up to 1.2 metres above ground level or up to floor 1 level whichever is lower.
 - (ii) For abutments, piers and well staining: All works up to 1.2 m above the bed level.
 - (iii) For retaining walls, wing walls, compound walls, chimneys, overhead reservoirs/ tanks and other elevated structures: All works up to 1.2 metres above the ground level.
 - (iv) For reservoirs/tanks (other than overhead reservoirs/tanks): All works up to 1.2 metres above the ground level.
 - (v) For basement: All works up to 1.2 m above ground level or up to floor 1 level whichever is lower.
 - (vi) For Roads, all items of excavation and filling including treatment of sub base.
- 12.5. Any operation incidental to or necessarily has to be in contemplation of tenderer while quoting tender, or necessary for proper execution of the item included in the Schedule of quantities or in the schedule of rates mentioned above, whether or not, specifically indicated in the description of the item and the relevant specifications, shall be deemed to be included in the rates quoted by the tenderer or the rate

given in the said schedule of rates, as the case may be. Nothing extra shall be admissible for such operations.

CLAUSE 13: FORECLOSURE OF CONTRACT DUE TO ABANDONMENT OR REDUCTION IN SCOPE OF WORK

If at any time after acceptance of the tender or during the progress of work, the purpose or object for which the work is being done changes due to any supervening cause and as a result of which the work has to be abandoned or reduced in scope, HLL shall decide to abandon or reduce the scope of the works for any reason whatsoever and hence not require the whole or

any part of the works to be carried out, 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) HLL 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 HLL 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 HLL, 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) 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 Client 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 Client 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 60 days beyond that. Wherever such a fresh Performance Guarantee is

furnished by the contractor the Engineer-in-Charge may return the previous Performance Guarantee.

CLAUSE 14: CARRYING OUT PART WORK AT RISK & COST OF CONTRACTOR

If Contractor:

- (i) At any time makes default during currency of work or does not execute any part of the work with due diligence and continues to do so even after a notice in writing of 7 days in this respect from the Engineer-in-Charge; or
- (ii) Commits default in complying with any of the terms and conditions of the contract and does not remedy it or takes effective steps to remedy it within 7 days even after a notice in writing is given in that behalf by the Engineer-in-Charge; or
- (iii) 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.
- (iv) 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 EIC, 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 Client/HLL 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 HLL/ Client 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 HLL/Client in completing the part work/ part incomplete work of any item(s) or the excess loss of damages suffered or may be suffered by HLL/Client as aforesaid after allowing such credit shall without prejudice to any other right or remedy available to HLL/Client in law or per as agreement be recovered from any money due to the contractor on any account, and if such money is insufficient, the contractor shall be called upon in writing and shall be liable to pay the same within 30 days.

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

In the event of above course being adopted by the Engineer-in-Charge, the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials

or entered into any engagements or made any advance on any account or with a view to the execution of the work or the performance of the contract.

CLAUSE 15: SUSPENSION OF WORK

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

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

- (ii) If the suspension is ordered for reasons (b) and (c) in sub-para (i) above:
 - (a) the contractor shall be entitled to an extension of time equal to the period of every such suspension PLUS 25%, for completion of the item or group of items of work for which a separate period of completion is specified in the contract and of which the suspended work forms a part, and;
 - (b) If the total period of all such suspensions in respect of an item or group of items or work for which a separate period of completion is specified in the contract exceeds thirty days, the contractor shall, in addition, be entitled to such compensation as the Engineer-in-Charge may consider reasonable in respect of salaries and/or wages paid by the contractor to his employees and labour at site, remaining idle during the period of suspension, adding thereto 2% to cover indirect expenses of the contractor provided the contractor submits his claim supported by details to the Engineer-in-Charge within fifteen days of the expiry of the period of 30 days.
- (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 Client/EIC or where it affects whole of the works, as an abandonment of the works by Client/EIC, 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 Client/EIC, 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.

CLAUSE 16 ACTION IN CASE WORK NOT DONE AS PER SPECIFICATIONS

All works under or in course of execution or executed in pursuance of the contract, shall at all times be open and accessible to the inspection and supervision of the Engineer-in-charge, his authorized subordinates in charge of the work and all the superior officers, officer of the Quality Assurance Unit of the HLL or any organization engaged by the HLL/Client 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 HLL/Client 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.

CLAUSE 17 CONTRACTORS LIABLE FOR DAMAGES, DEFECTS DURING DEFECT LIABILITY PERIOD

If the contractor or his working people or servants shall break, deface, injure or destroy any part of building in which they may be working, or any building, road, road kerb, fence, enclosure, water pipe, cables, drains, electric or telephone post or wires, trees, grass or grassland, or cultivated ground contiguous to the premises on which the work or any part is being executed, or if any damage shall happen to the work while in progress, from any cause whatever or if any defect, shrinkage or other faults appear in the work within DLP period 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 DLP period 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.

CLAUSE 18: CONTRACTOR TO SUPPLY TOOLS & PLANTS ETC

The contractor shall provide at his own cost all materials machinery, tools & plants as specified in schedule F. In addition to this, appliances, implements, other plants, ladders, cordage, tackle, scaffolding and temporary works required for the proper execution of the work, whether original, altered or substituted and whether included in the specifications or other documents forming part of the contract or referred to in these conditions or not, or which may be necessary for the purpose of satisfying or complying with the

requirements of the Engineer-in-Charge as to any matter as to which under these conditions he is entitled to be satisfied, or which he is entitled to require together with carriage therefore to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials, necessary for the purpose of setting out works, and counting, weighing and assisting the measurement for examination at any time and from time to time of the work or materials. Failing his so doing, the same may be provided by the Engineer-in- Charge at the expense of the contractor and the expenses may be deducted, from any money due to the contractor, under this contract or otherwise and/or from his security deposit or the proceeds of sale thereof, or of a sufficient portion thereof.

CLAUSE 18A: RECOVERY OF COMPENSATION PAID TO WORKMEN

In every case in which by virtue of the provisions sub-section (1) of Section 12, of the Workmen's Compensation Act, 1923, HLL is obliged to pay compensation to a workman employed by the contractor, in execution of the works, HLL/Client will recover from the contractor, the amount of the compensation so paid; and, without prejudice to the rights of the Client under sub-section (2) of Section 12, of the said Act, HLL/Client 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 HLL/Client to the contractor whether under this contract or otherwise. HLL/Client 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 Client/EIC full security for all costs for which Client/EIC might become liable in consequence of contesting such claim.

CLAUSE 18B: ENSURING PAYMENT AND AMENITIES TO WORKERS IF CONTRACTOR FAILS

In every case in which by virtue of the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, and of the Contract Labour (Regulation and Abolition) Central Rules, 1971, HLL/Client 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 Contractor's Labour Regulations, or under the Rules framed by HLL/Client from time to time for the protection of health and sanitary arrangements for workers employed by Contractors, HLL/Client 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 Client under sub-section(2) of Section 20, and sub-section

(4) of Section 21, of the Contract Labour (Regulation and Abolition) Act, 1970, Client 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 HLL/Client to the contractor whether under this contract or otherwise HLL/Client 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 HLL/Client full security for all costs for which HLL/Client might become liable in contesting such claim.

CLAUSE 19 LABOUR LAWS TO BE COMPLIED BY THE CONTRACTOR

The contractor shall obtain a valid license under the Contract Labour (R&A) Act, 1970, and the Contract Labour (Regulation and Abolition) Central Rules, 1971, before the commencement of the work, and continue to have a valid license until the completion of the work. The contractor shall also comply with provisions of the Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979.

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

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

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

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

CLAUSE 19A

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

CLAUSE 19 BPAYMENT OF WAGES

Payment of wages:

- (i) The contractor shall pay to labour employed by him either directly or through sub- contractors, wages not less than fair wages as defined in the CPWD 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 wages 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 thereunder from time to time.
- (vi) The contractor shall indemnify and keep indemnified Client against payments to be made under and for the observance of the laws aforesaid and the CPWD Contractor's Labour Regulations without prejudice to his right to claim indemnity from his sub- contractors.

- (vii) The laws aforesaid shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of this contract.
- (viii) Whatever is the minimum wage for the time being, or if the wage payable is higher than such wage, such wage shall be paid by the contractor to the workmen directly without the intervention of Jamadar and that Jamadar shall not be entitled to deduct or recover any amount from the minimum wage payable to the workmen as and by way of commission or otherwise.
- (ix) The contractor shall ensure that no amount by way of commission or otherwise is deducted or recovered by the Jamadar from the wage of workmen.

CLAUSE 19C

In respect of all labour directly or indirectly employed in the work for the performance of the contractor's part of this contract, the contractor shall at his own expense arrange for the safety provisions as per Safety Code framed from time to time and shall at his own expense provide for all facilities in connection therewith. In case the contractor fails to make arrangement and provide necessary facilities as aforesaid, he shall be liable to pay a penalty of Rs.200/- for each default and in addition, the Engineer-in- Charge shall be at liberty to make arrangement and provide facilities as aforesaid and recover the costs incurred in that behalf from the contractor.

CLAUSE 19 D

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

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- (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 fortnight 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 Client, a sum not exceeding Rs.200/- for each default or materially incorrect statement. The decision of the Engineer in charge shall be final in deducting from any bill due to the contractor; the amount levied as fine and be binding on the contractor.

CLAUSE 19E

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

CLAUSE 19 F

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 19 G

In the event of the contractor(s) committing a default or breach of any of the provisions of the CPWD 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 Client a sum not exceeding Rs.200/- for every default, breach or furnishing, making, submitting, filing such materially incorrect statements and in the event of the contractor(s) defaulting continuously in this respect, the penalty may be enhanced to Rs.200/- per day for each day of default subject to a maximum of 5 per cent 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 CPWD 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 to as "the said Rules") the Engineer-in-Charge shall have power to give notice in writing to the contractor(s) requiring that the said Rules be complied with and the amenities prescribed therein be provided to the work-people within a reasonable time to be specified in the notice. If the contractor(s) shall fail within the period specified in the notice to comply with and/or observe the said Rules and to provide the amenities to the work-people as aforesaid, the Engineer-in-Charge shall have the power to provide the amenities hereinbefore mentioned at the cost of the contractor(s). The contractor(s) shall erect, make and maintain at his/their own expense and to approved standards all necessary huts and sanitary arrangements required for his/their work-people on the site in connection with the execution of the works, and if the same shall not have been erected or constructed, according to approved standards, the Engineer-in-Charge shall have power to give notice in writing to the contractor(s) requiring that the said huts and sanitary arrangements be remodeled and/or reconstructed according to approved standards, and if the contractor(s) shall fail to remodel or reconstruct such huts and sanitary 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. The Engineer-in-Charge will display a list of contractors working in the colony/Blocks on the notice board in the colony and also at the service centre, to apprise the residents about the same.

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 Engineer in charge whose decision shall be final both with regard to the justification and quantum and be binding on the contractor.

CLAUSE 19K EMPLOYMENT OF SKILLED/SEMI SKILLED WORKERS

The contractor shall, at all stages of work, deploy skilled/semi-skilled tradesmen who are qualified and possess certificate in particular trade from CPWD Training Institute/Industrial Training Institute/National Institute of construction Management and Research (NICMAR)/ National Academy of Construction, CIDC, National Skill Development Corporation certified training institute 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 of Rs. 100 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 borne by the Government. The necessary space and workers shall be provided by the contractor and no claim what so ever shall be entertained.

CLAUSE 19L: CONTRIBUTION OF EPF AND ESI

The ESI and EPF contributions (if applicable) on the part of the HLL in respect of this Contract shall be paid by the Contractor. These contributions on the part of the HLL paid by the contractor shall be reimbursed by the Engineer-in-charge to the Contractor on actual basis.

The applicable and eligible amount of EPF&ESI shall be reimbursed preferably within 7 days but not later than 30 days of submission of documentary proof of payment provided same are in order.

CLAUSE 20: MINIMUM WAGES ACT TO BE COMPLIED WITH

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

CLAUSE 21: WORK NOT TO BE SUBLET. ACTION IN CASE OF INSOLVENCY

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

CLAUSE 22 COMPENSATION

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 HLL without reference to the actual loss or damage sustained and whether or not any damage shall have been sustained.

CLAUSE 23 CHANGES IN FIRM'S CONSTITUTION TO BE INTIMATED

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

CLAUSE 24 – DEFECT LIABILITY PERIOD

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

The contractor shall be responsible for safety, quality and soundness of the work including structural elements beyond maintenance period. The contractor shall have obligation to rectify such defects minimum up to 12 Months from the date of completion of work. The defects have to be rectified within a reasonable time not exceeding three months after issue of notice by Engineer- in- Charge.

CLAUSE 25 SETTLEMENT OF DISPUTES & ARBITRATION

Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the approved 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 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, such party shall promptly within 15 days of the arising of the disputes request the authority indicating in schedule 'F' (Reviewing Authority) who shall refer the disputes to Dispute redressal committee (DRC) within a period of 15 days along with a list of disputes with amounts claimed in respect of each such dispute. The DRC shall give the opposing party two weeks for a written response, and, 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 Reviewing authority. 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.

If the Dispute Redressal Committee (DRC) fails to give his decision within the aforesaid period or any party is dissatisfied with the decision of Dispute Redressal Committee (DRC) or expiry of time limit given above, then either party may within a period of 30 days from the receipt of the decision of Dispute Redressal Committee (DRC), give notice to the Reviewing authority for appointment of arbitrator on prescribed proforma as per Appendix XV, 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 HLL shall in such case appoint the sole arbitrator as the case may be within 30 days of receipt of such a request and refer such disputes to arbitration.

- (ii) Disputes or difference shall be referred for adjudication through arbitration by a Tribunal having sole arbitrator. The requirements of the Arbitration and Conciliation Act, 1996 (26 of 1996) and any further statutory modifications or re-enactment thereof and the rules made there under and for the time being in force shall be applicable.

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

It is also a term of this contract that any member of the Arbitration Tribunal shall be a Graduate Engineer with experience in handling public works engineering contracts at a level not lower than Chief Engineer. 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 if any fees are payable to the arbitrator, these shall be paid as per the act.

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

CLAUSE 26 CONTRACTORS TO INDEMNIFY HLL AGAINST PATENT RIGHTS

The contractor shall fully indemnify and keep indemnified the HLL 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 HLL 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 therefrom, provided that the contractor shall not be liable to indemnify the HLL if the infringement of the patent or design or any alleged patent or design right is the direct result of an order passed by the Engineer-in-Charge in this behalf.

CLAUSE 27 ACTION WHERE NO SPECIFICATIONS ARE SPECIFIED

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

CLAUSE 28 WITHHOLDING AND LIEN IN RESPECT OF SUM DUE FROM CONTRACTOR

- (i) Whenever any claim or claims for payment of a sum of money arises out of or under the contract or against the contractor, the Engineer-in-Charge 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 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 finalisation 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 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 HLL 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 will be kept withheld or retained as such by the Engineer-in-Charge 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 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) Client/HLL 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 Client 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 HLL to the contractor, without any interest thereon whatsoever.

Provided that the HLL 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 Engineer- in- charge on the one hand and the contractor on the other under any term of the contract permitting payment for work after assessment by the Engineer- in- charge.

CLAUSE 28A LIEN IN RESPECT OF CLAIMS IN OTHER CONTRACTS

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

CLAUSE 29 EMPLOYMENT OF COAL MINING OR CONTROLLED AREA LABOUR NOT PERMISSIBLE

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

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

The contractor shall immediately remove any labourer who maybe 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 Client 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 Bankura, Birbhum, Burdwan, District of Bilaspur. Any other area which may be declared a Controlled Area by or with the approval of the Central Government.

CLAUSE 30 UNFILTERED WATER SUPPLY

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

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

of contractor(s) if the arrangements made by the contractor(s) for procurement of water are in the opinion of the Engineer-in- Charge, unsatisfactory.

CLAUSE 31 DEPARTMENTAL WATER SUPPLY, IF AVAILABLE

Water if available may be supplied to the contractor by the Client subject to the following conditions:-

- (i) The water charges @ 1 % shall be recovered on gross amount of the work done.
- (ii) The contractor(s) shall make his/their own arrangement of water connection and laying of pipelines from existing main of source of supply.
- (iii) HLL do not guarantee to maintain uninterrupted supply of water and it will be incumbent on the contractor(s) to make alternative arrangements for water at his/ their own cost in the event of any temporary break down in the Government water main so that the progress of his/their work is not held up for want of water. No claim of damage or refund of water charges will be entertained on account of such break down.

CLAUSE 32 ALTERNATE WATER ARRANGEMENTS

- (iv) Where there is no piped water supply arrangement and the water is taken by the contractor from the wells or hand pump constructed by the Client, no charge shall be recovered from the contractor on that account. The contractor shall, however, draw water at such hours of the day that it does not interfere with the normal use for which the hand pumps and wells are intended. He will also be responsible for all damage and abnormal repairs arising out of his use, the cost of which shall be recoverable from him. The Engineer-in-Charge shall be the final authority to determine the cost recoverable from the contractor on this account and his decision shall be binding on the contractor.
- (v) The contractor shall be allowed to construct temporary wells in Client land for taking water for construction purposes only after he has got permission of the Engineer- in- Charge in writing. No charges shall be recovered from the contractor on this account, but the contractor shall be required to provide necessary safety arrangements to avoid any accidents or damage to adjacent buildings, roads and service lines. He shall be responsible for any accidents or damage caused due to construction and subsequent maintenance of the wells and shall restore the ground to its original condition after the wells are dismantled on completion of the work.

CLAUSE 33 EMPLOYMENT OF TECHNICAL STAFF AND EMPLOYEES

Contractors Superintendence, Supervision, Technical Staff & Employees

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

The contractor shall immediately after receiving letter of acceptance of the tender and before commencement of the work, intimate in writing to the Engineer-in-Charge, the name(s), qualifications, experience, age, address(s) and other particulars along with certificates, of the principal technical representative to be in charge of the work and other technical representative(s) who will be supervising the work. Minimum requirement of such technical representative(s) and their qualifications and experience shall not below than specified 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 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) along with every on account bill/ final bill and shall produce evidence if at any time so required by the Engineer-in-Charge. 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 34 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 HLL shall not entertain any claim whatsoever in this respect except as provided under clause 38.
- (ii) The contractor shall deposit royalty and obtain necessary permit for supply of the red bajri, stone, kankar, etc. from local authorities.
- (iii) 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 35 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 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 other 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 adjustment 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 Client 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, 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 36 TERMINATION OF CONTRACT ON DEATH OF CONTRACTOR

Without prejudice to any of the rights or remedies under this contract, if the contractor dies, the authority indicated in schedule "F" on behalf of the Client shall have the option of terminating the contract without compensation to the contractor.

CLAUSE 37 IF RELATIVE WORKING IN OFFICE OF CLIENT/HLL THEN THE CONTRACTOR NOT ALLOWED TO TENDER

The contractor shall not be permitted to tender for works in the Client/ HLL in which his near relative is posted in Accounts dept. or equivalent or as an officer in any capacity between the grades of the General Manager/ Chief Engineer and Site 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 HLL. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of HLL. If, however the contractor is registered in any other department, he shall be debarred from tendering in the Department in future for any breach of this condition.

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

CLAUSE 38 NO GAZETTED ENGINEER TO WORK AS CONTRACTOR WITHIN ONE YEAR OF RETIREMENT

No engineer of gazetted rank or other gazetted officer employed in engineering or administrative duties in an engineering department of the Government of India shall work as a contractor or employee of a contractor

for a period of one year after his retirement from government service without the previous permission of Government of India in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found at anytime to be such a person who had not obtained the permission of Government of India as aforesaid, before submission of the tender or engagement in the contractor's service, as the case may be.

CLAUSE 39 COMPENSATION DURING WARLIKE SITUATIONS

The work (whether fully commissioned or not) and all materials, machines, tools and plants, scaffolding, temporary buildings and other things connected therewith shall be at the risk of the contractor until the work has been delivered to the Engineer-in-Charge and a certificate from him to that effect obtained. In the event of the work or any materials properly brought to the site for incorporation in the work being damaged or destroyed in consequence of hostilities or warlike operation, the contractor shall when ordered (in writing) by the Engineer-in-Charge to remove any debris from the site, collect and properly stack or remove in store all serviceable materials salvaged from the damaged work and shall be paid at the contract rates in accordance with the provision of this agreement for the work of clearing the site of debris, stacking or removal of serviceable material and for reconstruction of all works ordered by the Engineer-in-Charge, such payments being in addition to compensation upto the value of the work originally executed before being damaged or destroyed and not paid for. In case of works damaged or destroyed but not already measured and paid for, the compensation shall be assessed by the Engineer-in-charge or his authorized representative. 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. Officers or the Engineer-in-Charge (b) for any material etc. not on the site of the work or for any tools, plant, machinery, scaffolding, temporary building and other things not intended for the work.

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

CLAUSE 40 APPRENTICES ACT PROVISIONS TO BE COMPLIED WITH

The contractor shall comply with the provisions of the Apprentices Act, 1961 and the rules and orders issued thereunder from time to time. If he fails to do so, his failure will be a breach of the contract and the Client 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

Deposit of the work shall not be refunded till the contractor produces a clearance deposit after labour certificate from the Labour Officer. As soon as the work is virtually complete the contractor clearance 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.

CLAUSE 42 INSURANCE

Without limiting the Contractor's obligations and responsibilities stated elsewhere in the Contract, the Contractor shall at his own cost arrange, secure and maintain insurance in the joint names of the HLL and the contractor with any of the subsidiary of the General Insurance Corporation of India in such a manner that the HLL and the contractor are covered for all time during the period of contract i.e. the time period allowed for completion of work, extended period and the defect liability period.

The insurance shall be affected in accordance with terms approved by the HLL and the contractor shall submit the insurance policies to the Engineer-In-Charge within one week of signing of the agreement along with the receipt of premium. The contractor shall timely pay and submit the receipts of payment of premiums for extensions of policies, if any. The insurance shall cover the following:-

- A. **Contractor's All Risks Insurance:** The contractor shall insure the work for a sum equivalent to the Contract value or such additional sums as specified and the interests of the HLL against ALL RISKS claims, proceedings, loss or damages, costs, charges and expenses from whatsoever cause arising out of or in consequence of the execution and maintenance of the work for which the contractor is responsible under the contract
- B. **Workman Compensation & Employers Liability Insurance:** This insurance shall be affected for all the contractor's employees engaged in the performance of the contract. The HLL shall not be liable in respect of any damages or compensation payable at law in respect of or in consequence of any accident or injury to any workman or any other person in the employment of the contractor and the contractor shall indemnify and keep indemnified the HLL against all such damages and compensation and against all claims, demands, proceedings, costs, charges and expenses, whatsoever in respect or in relation thereof.
- C. **Third Party Insurance:** The contractor shall be responsible for making good to the satisfaction of the Engineer-in-Charge any loss or any damage to all structures and properties belonging to the HLL or being executed or procured or being procured by the HLL or of the other agencies within the premises of all work of the HLL. If such loss or damage is due to fault and or the negligence or wilful acts or omissions of the contractor, his employees, agents, representatives.

The contractor shall take sufficient care in moving his plants, equipment and materials from one place to another so that they do not cause any damage to any person or to the property of the HLL or any third party including overhead and underground cables and in the event of any damage resulting to the property of the HLL or to a third party during the movement of the aforesaid plant, equipment or materials, the cost of such damages including eventual loss of production, operation or services in any plant or establishment as estimated by the HLL or ascertained or demanded by the third party, shall be borne by the contractor. Before commencing the execution of the work, the contractor, shall insure and indemnify and keep the HLL harmless of all claims, against the contractor's liability for any materials or physical damage, loss or injury which may occur to any property, including that of the HLL or to any person including any employee of HLL, or arising out of the execution of the work or in the carrying out of the contract, otherwise than due to the matters referred to in the provision to (a) above. Such insurance shall be affected for an amount sufficient to cover such risks. The terms shall include a provision whereby, in the event of any claim in respect of which the contractor, would be entitled to receive indemnify under the policy being brought or made against the HLL, the insurer willfully indemnify HLL against such claims and any costs, charges and expenses in respect thereof.

- D. The contractor shall also at times indemnify the HLL against all claims, damages or compensation under the provisions of Payment or Wages Act, 1936, Minimum Wages Act, 1948, Employer's Liability Act, 1938, the Workman's Compensation Act, 1947, Industrial Disputes Act, 1947 and Maternity Benefit Act, 1961, or any modification thereof or any other law relating thereof and rules made there under from time to time.
 - E. Contractor shall also at his own cost carry and maintain any and all other insurance(s) which he may be required to take out under any law or regulation from time to time. He shall also carry and maintain any other insurance, which may be required by the Engineer-in-Charge.
- 46.1 The Contractor shall prove to the Engineer-in-charge from time to time he has taken out all the insurance policies referred to above and has paid the necessary premiums for keeping the policies alive till expiry of the Defects Liability Period.
- 46.2 The aforesaid insurance policies shall provide that they shall not be cancelled till the Engineer- in-

charge has agreed for cancellation.

Remedy on the contractor's failure to insure: If the contractor shall fail to effect and keep in force the insurance referred to above or any other insurance which he/they may be required to effect under the terms of the contract then and in any such case Engineer-in-charge may without being bound to, effect and keep in force any such insurance and pay such premium or premiums, as may be necessary for that purpose and from time to time deduct the amount so paid by the Engineer-in-charge from any moneys due or which may become due to the contractor or recover the same as a debt due from the contractor.

CLAUSE 43 PRICE

The price quoted should be inclusive of all material cost, loading and unloading charges, all applicable taxes and other levies, Labour charges, insurance, Installation and commissioning charges etc. Price quoted should be firm without any escalation till the order is completely executed.

CLAUSE 44 ESCALATION

The rates quoted by the Contractor in the contract documents shall be final and shall not be subjected to any change due to the increase in Labour wages or inflation in the cost of materials or any other price variations due to any reason during the stipulated time period of the contract or during the extended time period of completion.

Rates quoted should be inclusive of all cost of materials, Tools/Equipment's labor charges, conveyance to site, handling charges, loading and unloading charges, hiring charges, clearing of debris, statutory payments etc.

CLAUSE 45 COMPLETION TIME

The items/Work as per the tender specifications shall be completed within a period of **70 days** from the date of PO/Site clearance.

CLAUSE 46 PAYMENT TERMS

The contractor can submit two running account bills during the work period and payment made as below:

- a) 80% of the GST bill value will be paid on each running account bill submitted by the contractor recommended by State in charge (P&S, HLL) and approved by Deputy Manager (HCD)/ Manager (Civil-HCD, HLL).
- b) Balance 20% of running account bill will be paid along with the final bill only after submission of Work Completion certificate issued by State in charge (P&S, HLL) and approved by Deputy Manager (HCD)/ Manager (Civil-HCD, HLL).

Retention: 5% amount of the Bill will be retained as retention money and will be released only after the Defect liability period of 12 months without any interest.

Tax Deduction: All statutory deductions like GST, Income Tax, Works Contract Tax, E.S.I., P.F. or any other government-imposed liabilities shall be borne by the Contractor (as applicable at the time of execution of job) and shall be deducted from each bill submitted by the Contractor.

The running account bills/Final bill are to be submitted detailing the work description, quantity and rate as per the Work Order. Payment will be made against actual measurements recorded and certified jointly by State in charge (P&S, HLL) and the Contractor's representative. For supply of capital items, duly certified delivery

challan/supporting documents such as Warranty Certificates etc. shall be enclosed along with bill and shall be submitted to following Address:

HLL Lifecare Limited,
HLL Lifecare Limited,
Corporate Head Office,
Poojappura post,
Thiruvananthapuram,
Kerala - 695012.

The payment will be disbursed by HLL Lifecare Limited only against the actual work executed at site. GST No. 32AAACH5598K2Z9.

Payments to the vendor shall be contingent upon the availability of funds disbursed by the client. Consequently, the timing of disbursement may be subject to change based on fund availability. The competent authority will notify the vendor promptly of any anticipated delays in payment.

CLAUSE 47 LIQUIDATED DAMAGES FOR DELAYS

In case the Contractor fails to achieve the approved milestones and/or complete the work within the stipulated completion period, Liquidated Damages shall be levied at the rate of 0.5% of the total Contract value per week or part thereof, subject to a maximum of 7.5% of the total Contract value, unless the delay is solely attributable to HLL Lifecare Limited and duly certified as such.

Grant of extension of time, if any, shall not be treated as a matter of right and shall be considered only at the sole discretion of HLL Lifecare Limited, without prejudice to the levy of Liquidated Damages, where applicable..

CLAUSE 48 Termination / Cancellation for Non-Performance

HLL Lifecare Limited reserves the absolute right to terminate the Contract, either wholly or partly, without prejudice to any other remedies available under the Contract, if the Contractor:

- ☐ fails to commence the work as per agreed timelines,
- ☐ shows unsatisfactory progress,
- ☐ repeatedly fails to achieve approved milestones (where repeated failure shall mean
 - failure to achieve two or more consecutive milestones or three milestones in total,
 - notwithstanding any extension granted),
 - abandons the work,
 - surrenders the work, or
 - otherwise demonstrates inability to complete the work.

In case the Contractor surrenders the work, a penalty of 3% of the Work Order value shall be levied.

Upon such termination, HLL Lifecare Limited shall be entitled to get the balance work executed at the risk and cost of the Contractor, and any excess expenditure incurred shall be recoverable from the Contractor, including adjustment against the Performance Security, Retention Amount, or any other dues payable to the

Contractor under this or any other contract.

CLAUSE 49 EXTENSION OF TIME

- 49.1. If the Successful Bidder requires extension of time, they shall intimate in writing to HLL within 10 days of the occurrence of such hindrance/delay.
- 49.2. HLL after satisfying himself about the reasonableness of grounds, may grant extension of time as in his opinion be justified and communicate the same in writing. (The decision of HLL shall be final and binding). Whenever such extension of time is granted, it would be without prejudice to the rights of HLL. Any extension of time granted as stated above shall neither entitle the Successful Bidder to any claim for increase in their fees nor shall it release him from any of the obligations under the said agreement.

CLAUSE 50 TERMINATION FOR DEFAULT

- 50.1. HLL, without prejudice to any other contractual rights and remedies available to it, may, by written notice of default sent to the successful bidder, terminate the contract in whole or in part, if the successful bidder fails to deliver any or all of the goods /services or fails to perform any other contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by the HLL pursuant to GCC.
- 50.2. In the event of the HLL terminates the contract in whole or in part, pursuant to GCC, the HLL may procure goods/ services similar to those cancelled, with such terms and conditions and in such manner as it deems fit and the successful bidder shall be liable to the HLL for the extra expenditure, if any, incurred by the HLL for arranging such procurement. 21.3. Unless otherwise instructed by the HLL, the successful bidder shall continue to perform the contract to the extent not terminated.

CLAUSE 51 REALIZATION OF LOSS ON ACCOUNT OF TERMINATION

In the event of termination of the contract by the Client/PMC for any reason attributable to the Contractor's default, the Contractor shall be liable to pay an amount equal to 30% of the cost of the remaining works at the agreed rates as liquidated damages.

This amount shall be recovered from the Contractor towards the risk and cost incurred by the Client/PMC due to the termination. The Contractor shall remit this liquidated damages amount within three (3) months of the date of termination.

The Client/PMC shall have the right to recover the liquidated damages from the following sources:

1. Earnest Money Deposit (EMD) / Security Deposit
2. Running Account Bills / Retention Money
3. Any other dues payable to the Contractor by the Client/PMC
4. Bank Guarantee / Performance Guarantee
5. By filing civil suit against the Contractor

This clause shall not preclude the Client/PMC from recovering any actual losses incurred due to the Contractor's default, which may exceed the liquidated damages amount. Such actual losses shall be assessed after the completion of the remaining works through another contractor.

CLAUSE 52 SPECIAL INSTRUCTIONS

- a. The bidder shall visit the site before quoting for the work and also take their own assessments before quoting of bids.
- b. The work should be carried out without causing any inconvenience to the public and shall ensure that no damages are caused to the existing site premises.
- c. During the execution of work, the contractor or authorized representative should be present at site.
- d. All Materials, Equipment's/ Tools required for the work should be arranged by the contractor and brought to site for the timely completion of the work.
- e. The materials used shall be as per specification and of good quality.
- f. The Contractor has to arrange necessary insurance coverage for the machine, workmen etc. deployed by him. He shall arrange all safety measures to protect his workmen and also the properties of HLL/Hospital. The work site safety of all employees, their ESI, PF etc. will have to be borne by the contractor.
- g. The Purchaser/Owner should be immediately informed for any discrepancy in specifications and instructions in the execution of job before actual execution of particular item having discrepancy.
- h. Any item found to be having been executed with poor workmanship then the Contractor shall have to rectify the work as specified by Purchaser/Owner. No extra charge will be admissible in such case. If CONTRACTORS fail to do so, the Purchaser/Owner reserved the right to rectify the work through some other agency at the expenses of Contractor.
- i. The schedule of activities as submitted by the Contractor shall have to be strictly adhered to. Regular progress reports shall have to be submitted by the Contractor giving all details for monitoring of the schedule.
- j. The Contractor shall have to co-operate with the agencies executing other works in the same area.
- k. While executing the work, the Contractor shall ensure safety and security of the property of the Purchaser/Owner so as to avoid theft etc.
- l. The Quantity shown in the schedule is an approximate estimated quantity and subject to vary as per each site conditions. No rate revision will be entertained if the quantity increases/decreases due to the site condition
- m. while executing the work. During the execution of work, the contractor or authorized representative/s at least one person having technical qualification should be present at site.
- n. Final payment shall be paid only after clearing the site as per direction of Engineer-in-charge/ Officer in charge.
- o. Rates and amount Quoted by contractor shall be firm and fixed for entire contract period as well as extended period for completion of the works. No escalation shall be applicable on this contract.

- p. The contractor should post a senior experienced person for the execution of the work and also provide necessary supervisory staff for smooth execution of work.
- q. Temporary fences, shelters, watchman, danger signals and such other precautions, necessary to protect the public and properties of public as included in the rate quoted by the contractor.
- r. The contractor should submit all documents such as material test certificates, batch reports, guarantee card, Warranty card of Items/ Components supplied by him.
- s. The contractor should prepare all the completion drawings required for getting approval and sanction, and will be responsible for obtaining statutory clearance from the Government/ Electrical inspectorate/ appropriate bodies for commissioning the system as per prevailing rules.
- t. All the necessary field tests like cube test, workability test, etc. shall be carried out by the contractor on his expense from time to time and all the records should be maintained at site.
- u. Shop drawings, detailed working drawings should be prepared by the contractor and should obtain approval from the site in-charge before the commencement of work.
- v. The Contractor shall be responsible for obtaining HLL EIC's approval and carrying out construction after due vetting of the GFC structural drawings by IIT/NIT or any other Institute of National Importance, as approved by HLL.
- w. The quantity shown in this work order is only tentative and may increase or decrease to any extent as per the drawing and site condition.
- x. The work will be commenced by the Contractor only after the approval of drawings from the concerned local authorities including fire fighting's department or another department as per statutory requirement.
- y. No payment shall be provided /recommended against the supply of materials, if the supply & fixing is included in a single specification.
- z. The Contractor shall be solely responsible to follow the general clauses of the contract including labour regulations, registration of contractor, obtaining labour license from labour department, safety precautions, etc. and all other statutory provisions related to labour/works as per the prevailing General Clauses of Contract amended from time to time. The Contractor shall stick to the schedule of all activities and carry out it with mutually agreed time frame.
- aa. The contractor shall make his own arrangements for obtaining electric connection and water Connection/ arrangement (if required) and make necessary payments directly to the department concerned. No dispute in this regard shall be entertained.
- bb. The Project work will be carried out in the manner complying in all respects with the requirements of relevant bye laws of the local body under the jurisdiction of which the work is to be executed or as directed by the Engineer Incharge and nothing extra will be paid on this account.
- cc. The contractor shall comply with proper and legal orders and directions of the local or public authority or municipality and abide by their rule and regulations and pay all fees and charges which he may be liable.
- dd. The contractor shall give a performance test of the entire installation (s) as per standing specification before the work is finally accepted and nothing extra whatsoever shall be payable to the contractor for

the test.

- ee. Retention money shall be deducted at 2.5% from each bills. Retention shall bear no interest and this amount will be released after Successful completion of the work.
- ff. Payments to the contractor shall be contingent upon the availability of funds disbursed by the client. Consequently, the timing of disbursement may be subject to change based on fund availability. The competent authority will notify the vendor promptly of any anticipated delays in payment.
- gg. Samples of various materials required for testing shall be provided free of charges by the contractor. Testing charges, if any, unless otherwise provided shall be borne by the Contractor. All other expenditure required to be incurred for taking the samples, conveyance, packing etc. shall be borne by the contractor himself. The work shall be carried out in accordance with the Architectural drawings and structural drawings, to be issued from time to time, by the Engineer-in-Charge. Before commencement of any item of work the contractor shall correlate all the relevant architectural and structural drawings, nomenclature of items and specifications etc. issued for the work and satisfy himself that the information available there from is complete and unambiguous. The figure and written dimension of the drawings shall be superseding the measurement by scale. The discrepancy, if any, shall be brought to the notice of the Engineer-in-charge before execution of the work.
- hh. The contractor alone shall be responsible for any loss or damage occurring by the commencement of work on the basis of any erroneous and/ or incomplete information and no claim whatsoever shall be entertained on this account.
- ii. The Contractor shall render all help and assistance in documenting the total sequence of this project by way of photography, slides, audio-video recording etc. nothing extra shall be payable to the contractor on this account.
- jj. No payment will be made to the contractor for damage caused by rains, or other natural calamities during the execution of the works and no such claim on this account will be entertained.
- kk. The contractor shall bear all incidental charges for cartage, storage and safe custody of materials issued by HLL
- ll. 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 shall be borne by the contractor.
- mm. Contractor should ensure the cash flow before quoting the tender. It is not possible to stop the works due to delay in part payment/ payment of any other project from the Client / HLL.
- nn. Special conditions for Cement: The contractor shall procure 53 grade Ordinary Portland Cement (conforming to IS:8112), Portland Pozzolona cement (confirming to IS:1489: Part –I) as required in the work, from reputed manufacturers as mentioned in the list of approved make in tender. The tenderers may also submit a list of names of cement manufacturers which they propose to use in the work. The tender accepting authority reserves right to accept or reject name(s) of cement manufacture(s) which the tenderer proposes to use in the work. No change in the tendered rates will be accepted if the tender accepting authority does not accept the list of cement manufactures, given by the tenderer, fully or partially. The cement brought to the site for execution of work shall be in bags bearing manufacturer's name & ISI marking. Weight of cementing each bag shall be 50 kg. Samples of cement arranged by the contactor shall be taken by the Engineer- in-Charge and got tested in accordance with provisions of relevant BIS codes. In case the test results indicate that the cement arranged by the contractor does not conform to the relevant BIS codes, the same shall stand rejected and it shall be removed from the site by the contractor at his own cost within 7 days of written order

from the Engineer-in-Charge to do so.

All the following field tests and any other necessary test as per project requirement shall be carried out by the contractor on his expense from time to time as per the instruction of HLL's site engineer in charge and all the records should be maintained at site.

LIST OF RECOMMENDED TESTS/CHECKS			
1	Cement	Compressive Strength	
		Setting Time	
2	Steel	Ultimate Stress	Sample Size 85 cm
		% elongation	
		Unit weight	
		Diameter	
3	Sand	Sieve Analysis	Sample 600g
		Silt %	
		Bulkage	
4	Coarse Aggregate	Size and Shape	Sample 3Kg
		Sieve Analysis	
5	Hollow Blocks	Dimensions	3/5000 No
		Compressive Strength	
		Weight	
6	Bricks	Dimensions	3/10000 No
		Compressive Strength	
		Weight	
		Water Absorption	
7	Tiles	Dimensions	
		Shade	
		Warping	
8	Wood	Section	
		Profile	
9	Pipes	Pressure Rating	
		Size	
10	Concrete	Slump Test	
		Cube Test	5 to 15 SqM -6 Nos -7/28 days
			16 to 50 SqM -2X6
			>50 SqM -3X6

SECTION - 3 SAFETY CODE

1. Suitable scaffolds should be provided for workmen for all works that cannot safely be done from the ground, or from solid construction except such short period work as can be done safely from ladders. When a ladder is used an extra Mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying materials as well suitable footholds and hand-hold shall be provided on the ladder and the ladder shall be given an inclination not steeper than $\frac{1}{4}$ to 1 ($\frac{1}{4}$ horizontal and 1 vertical).
2. Scaffolding of staging more than 3.6 m (12 ft.) 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 (3 ft.) 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 (12 ft.) 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 (3 ft.).
5. Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9 m (30 ft) in length while the width between side rails in rung ladder shall in no case be less than 29 cm. ($11\frac{1}{2}$ ") for ladder upto and including 3 metre (10 ft.) in length. For longer ladders this width should be increased at least $\frac{1}{4}$ " for each additional 30 cm.(1 foot) of length. Uniform step spacing of not more than 30 cm shall be kept. Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites or work shall be so stacked or placed as to cause danger or inconvenience to any person or the public. The contractor shall provide all necessary fencing and lights to protect the public from accident and shall be bound to bear the expenses of defence of every suit, action or other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and cost which maybe 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 (4 ft,) or more in depth, shall at all times be supplied with at least one ladder for each 30 metre (100 ft) in length or fraction thereof. Ladder shall extend from bottom of the trench to at least 90 cm. (3 ft) above the surface of the ground. The sides of the trenches, which are 1.5 m (5 ft) 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 material shall not be placed within 1.5 m (5 ft) of the edges of the trench or half of the depth of the trench whichever is more. Cutting shall be done from top to bottom. Under no circumstances undermining or undercutting shall be done.
 - (b) Safety Measures for digging bore holes:-

- (i) If the bore well is successful, it should be safely capped to avoid caving and collapse of the bore well. The failed and the abandoned ones should be completely refilled to avoid caving and collapse;
- (ii) During drilling, Sign boards should be erected near the site with the address of the drilling contractor and the Engineer in-charge of the work;
- (iii) Suitable-fencing should be erected around the well during the drilling and after the installation of the rig on the point of drilling, flags shall be put 50m around the point of drilling to avoid entry of people;
- (iv) After drilling the borewell, a cement platform (0.50m x 0.50m to 1.20m) 0.60m above ground level and 0.60m below ground level should be constructed around the well casing;
- (v) After the completion of the borewell, the contractor should cap the bore well properly by welding steel plate, cover the bore well with the drilled wet soil and fix thorny shrubs over the soil. This should be done even while repairing the pump;
- (vi) After the borewell is drilled the entire site should be brought to the ground level.

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

- i) All roads and open areas adjacent to the work site shall either be closed or suitably protected.
- ii) No electric cable or apparatus which is liable to be a source of danger or a cable or apparatus used by the operator shall remain electrically charged.
- iii) All practical steps shall be taken to prevent danger to persons employed from risk of fire or explosion or flooding. No floor, roof or other part of the building shall be so overloaded with debris or materials as to render it unsafe.

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

- i) Workers employed on mixing asphaltic materials, cement and lime mortars shall be provided with protective footwear and protective goggles.
- ii) Those engaged in whitewashing 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) Stonebreakers shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.
- v) When workers are employed in sewers and manholes, which are in active use, the contractors shall ensure that the manhole covers are opened and ventilated atleast for an hour before the workers are allowed to get into manholes and the manholes so opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident to the public. In addition , the contractor shall ensure that the following safety measures are adhered to:-
 - a) Entry for workers into the line shall not be allowed except under supervision of the Engineer in Charge or any other higher officer.

- b) At least 5 to 6 manholes upstream and downstream should be kept open for atleast 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, worker should be send only with oxygen kit.
- e) Safety belt with rope should be provided to the workers. While working inside the manhole such rope should be handled by two men standing outside to enable him to be pulled out during emergency.
- f) The area should be barricaded or cordoned off by suitable means to avoid mishaps of any kind. Proper warning signs should be displayed for the safety of the public whenever for the cleaning works are undertaken during night or day.
- g) No smoking or open flames shall be allowed near the blocked manhole being cleaned.
- h) The malba obtained on account of cleaning of blocked manholes and sewer lines should be immediately removed to avoid accidents on account of slippery nature of the malba.
- i) Workers should not be allowed to work inside the manhole continuously. He should be given rest intermittently. The Engineer-in-Charge may decide the time upto which worker may be allowed to work continuously inside the manhole.
- j) Gas masks with Oxygen cylinder should be kept at site for use in emergency.
- k) Air blowers should be used for flow of fresh air through the manholes. Whenever called for, portable air blowers are recommended for ventilating the manholes. The motors for these, shall be vapour proof and of totally enclosed type. Non- sparking gas engines also could be used but they should be placed at least 2 metres away from the opening and on the leeward side, protected from wind so that they will not be the 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 working in the manhole.
- m) The worker shall be provided with Gumboots or non-sparking shoes bump helmets and gloves non-sparking tools and safety lights and gas masks and portable air-blowers (when necessary). They must be supplied with barrier cream for anointing the limits 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. Whenever men above the age of 18 years are employed on the work of lead painting, the following precautions should be taken: -
- a) No paint containing lead or lead products shall be used except in the form of paste or readymade paint. 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.
 - b) 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.
9. As per additional clause (viii)(i) of Safety Code(iv), the Contractor shall not employ women and men below the age of 18 years on the work of painting with product containing lead in any form. Whenever 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 pigments, 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 scrapping.
 - 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 spoiled 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 the competent authority of Department.
 - viii) Department 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 & 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)
 - oo. 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.
 - pp. Every rope used in hoisting or lowering materials or as 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 blocks 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 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 regard contractor's machines the contractors shall notify the safe working load of the machines to the Engineer-in-Charge whenever he brings any machinery to the 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 energised, 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 Labour Officer or the Engineer-in-Charge 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.

SECTION – 4

MODEL RULES FOR THE PROTECTION OF HEALTH AND SANITARY ARRANGEMENTS FOR WORKERS EMPLOYED BY 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 gms.) bottle of potassium permanganate crystals.
 - 9. 1 pair scissors.
 - 10. 1 copy of the first-aid leaflet issued by the Director General, Factory Advice Service and Labour Institutes, Government of India.
 - 11. 1 bottle containing 100 tablets (each of 5 gms.) of aspirin.
 - 12. Ointment for burns.

13. A bottle of suitable surgical antiseptic solution.
- (b) For work places in which the number of contract labour exceed 50. Each first-aid box shall contain the following equipments.
 1. 12 small sterilised dressings.
 2. 6 medium size sterilised dressings.
 3. 6 large size sterilised dressings.
 4. 6 large size sterilised burn dressings.
 5. 6 (15 gms.) packets sterilised cotton wool.
 6. 1 (60 ml.) bottle containing a two per cent alcoholic solution iodine.
 7. 1 (60 ml.) bottle containing salvolatile having the dose and mode of administration indicated on the label.
 8. 1 roll of adhesive plaster.
 9. 1 snake bite lancet.
 10. 1 (30 gms.) bottle of potassium permanganate crystals.
 11. 1 pair scissors.
 12. 1 copy of the first-aid leaflet issued by the Director General Factory Advice Service and Labour Institutes /Government of India.
 13. A bottle containing 100 tablets (each of 5 gms.) of aspirin.
 14. Ointment for burns.
 15. A bottle of suitable surgical antiseptic solution.
- (iii) Adequate arrangements shall be made for immediate 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) 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

- (a) Latrines shall be provided in every work place on the following scale namely: 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.
- (i) Every latrine shall be under cover and so partitioned off as to secure privacy, and shall have a proper door and fastenings.
- (ii) 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.
- (iii)
 - 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.
- (iv) There shall be at least one urinal for male workers upto 50 and one for female workers upto fifty employed at a time, provided that where the number of male or female workmen, as the case may be exceeds 500, it shall be sufficient if there is one urinal for every 50 males or females upto the first 500 and one for every 100 or part thereafter.
- (v)
 - 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.
- (vi) Water shall be provided by means of tap or otherwise so as to be conveniently accessible in or near the latrines and urinals.
- (vii) 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).

- (viii) 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 sq ft) 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 ayah to look after the children in the creche when the number of women workers does not exceed 50 and two when the number of women workers exceed 50.
- (v) The use of the rooms earmarked as creches shall be restricted to children, their attendants and mothers of the children.

9. CANTEENS

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

- (vii) Waste water shall be carried away in suitable covered drains and shall not be allowed to accumulate so as to cause a nuisance.
- (viii) Suitable arrangements shall be made for the collection and disposal of garbage.
- (ix) The dining hall shall accommodate at a time 30 per cent of the contract labour working at a time.
- (x) The floor area of the dining hall, excluding the area occupied by the service counter and any furniture except tables and chairs shall not be less than one square metre (10 sq ft) 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.
- (xii) (b) Washing places for women shall be separate and screened to secure privacy.
- (xiii) Sufficient tables stools, chair or benches shall be available for the number of diners to be accommodated as prescribed in sub-Rule 9.
- (xiv) There shall be provided and maintained sufficient utensils crockery, furniture and any other equipment necessary for the efficient running of the canteen.
- (xv) The furniture utensils and other equipment shall be maintained in a clean and hygienic condition.
 - a) Suitable clean clothes for the employees serving in the canteen shall be provided and maintained.
 - b) A service counter, if provided, shall have top of smooth and impervious material.
 - c) Suitable facilities including an adequate supply of hot water shall be provided for the cleaning of utensils and equipment.
- (xvi) The food stuffs and other items to be served in the canteen shall be in conformity with the normal habits of the contract labour.
- (xvii) 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.
- (xviii) 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.
- (xix) 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 Engineering-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.

SECTION - 5

CONTRACTOR'S LABOUR REGULATIONS TO BE FOLLOWED IN THIS PROJECT

1. SHORT TITLE

These regulations may be called the CPWD Contractors Labour Regulations and shall be followed by the Contractor for this Project.

2. DEFINITIONS

- i) Workman means, any person employed by Department or its contractor directly or indirectly, through a subcontractor, with or without the knowledge of the Department, 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 same another premises, not being premises under the control and management of the principal employer. No person below the of 14 years shall be employed to act as a workman
- ii) Fair Wages means wages whether for time or piecework fixed and notified under the provision of the Minimum Wages Act from time to time.
- iii) Contractors shall include every person who undertakes to produce a given result other than a mere supply of goods or articles of manufacture through contract labour or who supplies contract labour for any work and includes a subcontractor.
- iv) Wages shall have the same meaning as defined in the Payment of Wages Act.

3. WORKING HOURS

- i) Normally working hours of an adult employee should not exceed 9 hours a day. The working day shall be so arranged that inclusive of interval for rest, if any, it shall not spread over more than 12 hours on any day.
- ii) When an adult worker is made to work for more than 9 hours on any day or for more than 48 hours in any week he shall be paid over time for the extra hours put in by him at double the ordinary rate of wages.
- iii)
 - a) Every worker shall be given a weekly holiday normally on a Sunday, in accordance with the provisions of 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 the overtime rate.

4. DISPLAY OF NOTICE REGARDING WAGES ETC.

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

5. PAYMENT OF WAGES.

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

"Certified that the amount shown in the column No..... has been paid to the workman concerned in my

presence on.....at.....”

6. FINES AND DEDUCTIONS WHICH MAY BE MADE FROM WAGES

- (i) The wages of a worker shall be paid to him without any deduction of any kind except the following:
-

- (a) Fines
- (b) Deductions for absence from duty i.e. from the place or the places where by the terms of his employment he is required to work. The amount of deduction shall be in proportion to the period for which he was absent.
- (c) Deductions for damage to or loss of goods expressly entrusted to the employed person for custody, or for loss of money or any other deductions which he is required to account, where such damage or loss is directly attributable to his neglect or default.
- (d) Deduction for recovery of advances or for adjustment of overpayment of wages, advances granted shall be entered in a register.
- (e) Any other deduction, which the Central Government may from time to time, allows.

- (ii) No fines should be imposed on any worker save in respect of such acts and omissions on his part as have been approved of by the Chief Labour Commissioner.

Note:- An approved list of Acts and Omission for which fines can be imposed is enclosed at Appendix-1.

- (iii) No fine shall be imposed on a worker and no deduction for damage or loss shall be made from his wages until the worker has been given an opportunity of showing cause against such fines or deductions.
- (iv) The total amount of fine, which may be imposed, in any one-wage period, on a worker, shall not exceed an amount equal to three paise in a rupee of the total wages, payable to him in respect of that wage period.
- (v) No fine imposed on any worker shall be recovered from him by instalment, or after the expiry of sixty days from the date on which it was imposed.
- (vi) Every fine shall be deemed to have been imposed on the day of the act or omission in respect of which it was imposed.

7. LABOUR RECORDS

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

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

8. ATTENDANCE CARD-CUM WAGE SLIP

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

9. EMPLOYMENT CARD

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

10. SERVICE CERTIFICATE

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

11. PRESERVATION OF LABOUR RECORDS

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

12. POWER OF LABOUR OFFICER TO MAKE INVESTIGATIONS OR ENQUIRY

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

13. REPORT OF LABOUR OFFICER

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

- a. Engineer in charge shall recommend for payments to the labour concerned within 45 days from the receipt of the report from competent authority of HLL and approval from client as the case may be.

14. APPEAL AGAINST THE DECISION OF LABOUR OFFICER

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

15. PROHIBITION REGARDING REPRESENTATION THROUGH LAWYER

- i) A workman shall be entitled to be represented in any investigation or enquiry under these regulations by: -
- ii) An officer of a registered trade union of which he is a member.
- iii) An officer of a federation of trade unions to which the trade union referred to in Clause (a) is affiliated.

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

16. INSPECTION OF BOOKS AND SLIPS

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

17. SUBMISSION OF RETURNS

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

18. AMENDMENTS

The Client 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 EIC concerned shall be final.

19. ENTIRETY OF THE AGREEMENT

All of the terms agreed to between the Supplier and Purchaser will be included in the Purchase/work Order/Contract and no their communication, proposal or understanding, written, oral or implied, will be considered to be included in the Purchase/work Order/Contract or form part of the Contract between the Supplier and Purchaser unless specifically agreed to in that behalf in writing between Purchaser and Supplier.

20. CORRESPONDENCE

All correspondence relating to this Order including Invoice shall be in English,

To:

DEPUTY VICE PRESIDENT (P&S)

Hi-Care Division,

HLL Lifecare Limited

(A Government of India Enterprises)

HLL Bhavan, #26/4, Tambaram-Velachery Main Road,
Pallikaranai, Chennai- 600100

Tamil Nadu, India.

E-mail: hcdemo@lifecarehll.com

21. SETTLEMENT OF DISPUTES

Arbitration shall not be a means of settlement of any dispute or claim arising out of the contract relating to the work. Any disputes or difference arising between the parties with respect to the performance of any part of this agreement or anything connected therewith, etc shall as far as possible be mutually settled by the process of dialog and negotiation.

The Courts at Madras alone shall have jurisdiction in respect of settlement of any matter arising out or in connection with the contract.

Part III

SPECIAL CONDITIONS OF CONTRACT

1. EXPERIENCE REQUIREMENTS

- 1.1. The Bidder shall have prior experience in civil and electrical work necessary for the construction of buildings
- 1.2. Documentary evidence of such experience shall be submitted along with the technical bid as proof of eligibility.

2. RESTRICTIONS ON READY MIX CONCRETE (RMC) PLANT

- 2.1. The Contractor shall not be permitted to establish, install, or operate any Ready-Mix Concrete (RMC) plant within the hospital campus premises under any circumstances.
- 2.2. All concrete requirements shall be met through procurement from external sources or by other means as approved by the Engineer-in-Charge, ensuring that no RMC plant is set up on-site.

3. WATER SUPPLY ARRANGEMENTS

- 3.1. The Employer shall not provide water for construction activities.
- 3.2. The Contractor shall make their own arrangements for procurement and supply of water required for the execution of works at their own cost and responsibility.
- 3.3. All costs related to water procurement, transportation, storage, and distribution shall be deemed to be included in the contract rates.

4. ELECTRICITY SUPPLY

- 4.1. Electricity shall be provided by the Employer to the Contractor upon specific written request.
- 4.2. The supply of electricity shall be charged at commercial rates as applicable and notified by the concerned State Electricity Board/Distribution Company from time to time.
- 4.3. The Contractor shall be responsible for payment of electricity charges on a monthly basis as per actual consumption recorded through separate metering arrangements.
- 4.4. The Contractor shall make advance payment/deposit as may be required by the Employer for electricity connection and consumption.
- 4.5. Any delay in payment of electricity charges may result in disconnection of supply without further notice.

5. SITE OFFICE FOR HLL LIFECARE LIMITED

- 5.1. The Contractor shall provide and maintain a fully furnished site office for HLL Lifecare Limited within the project site premises.
- 5.2. The site office shall be of adequate size and quality, equipped with necessary furniture, electrical fittings, telephone/internet connectivity, and other essential amenities as may be specified by HLL Lifecare Limited.
- 5.3. The site office shall be provided free of cost and shall remain accessible to HLL Lifecare Limited representatives throughout the contract period.
- 5.4. The Contractor shall be responsible for maintenance, cleaning, and upkeep of the said office during the entire contract period.

6. GOODS AND SERVICES TAX (GST) REGISTRATION

- 6.1. The Bidder should possess valid GST registration at the time of bid submission.
- 6.2. In case the selected Bidder does not have GST registration in the State of Andhra Pradesh at the time of contract award, they shall obtain the same within thirty (30) days from the date of issue of Letter of Award/Work Order.
- 6.3. Submission of proof of GST registration in Andhra Pradesh shall be a mandatory requirement before commencement of work.

- 6.4. The GST registration number shall be indicated on all bills, invoices, and correspondence related to the contract.
- 6.5. Failure to obtain GST registration in Andhra Pradesh within the stipulated timeframe may result in termination of the contract and forfeiture of Earnest Money Deposit/Performance Security.

7. STRUCTURAL DESIGN PROOF CHECKING

- 7.1. The structural design and drawings issued by HLL Lifecare Limited shall be proof-checked and vetted by an IIT, NIT, or any other Government-recognized technical institute, at the cost of the Contractor.
- 7.2. In the event that any modification, revision, or re-design is required based on site conditions, statutory requirements, or observations raised during vetting, the Contractor shall carry out such revisions without any additional cost to HLL Lifecare Limited.
- 7.3. No structural work shall be commenced unless the vetted drawings, along with necessary approvals from HLL Lifecare Limited, are obtained.

8. EXECUTION TIMELINE AND MONITORING

- i. The successful bidder shall submit a detailed Work Programme / Execution Schedule within **seven (7) days** from the date of issue of the Purchase Order / Letter of Award. The programme shall indicate activity wise milestones and timelines for commencement and completion of various sections of the work. The programme shall be subject to approval by the Engineer-in-Charge, HLL Lifecare Limited.
- ii. The approved Work Programme shall form an integral part of the Contract and shall be binding on the Contractor. HLL Lifecare Limited shall have the right to monitor the progress of work at site and through periodic review meetings. Any deviation or slippage from the approved timelines shall be promptly communicated by the Contractor in writing, along with reasons for the delay and a proposed corrective action plan.
- iii. Any request for revision of the Work Programme shall be made by the Contractor in writing within fourteen (14) days of the occurrence of the event causing delay, failing which the request shall not be considered or accepted. Further, any request found to be unnecessary or unjustified shall be liable to be rejected by HLL Lifecare Limited. The Work Programme may be amended, as necessary, by mutual agreement between HLL Lifecare Limited and the Contractor, subject to the overall completion period stipulated in the Contract documents. With every rescheduling of milestones, or if at any time the actual progress of the work falls behind the approved programme by more than ten percent (10%) of the stipulated contract completion period, the Contractor shall submit a revised Work Programme. The revised programme shall be accompanied by all required designs/ drawings/ documents which shall be prepared and made available by the Contractor concurrently and without causing any delay to the execution of the work.
- iv. In the event of non-submission of the Work Programme by the Contractor within the stipulated time, the programme approved by the Engineer-in-Charge shall be deemed final and binding on the Contractor. Approval of the Work Programme by the Engineer-in-Charge shall not relieve the Contractor of any obligations or responsibilities under the Contract.

9. DISQUALIFICATION

Contractors or vendors who have exhibited poor performance, repeated delays, quality failures or contractual non-compliance in previous works executed for HLL Lifecare Limited may be disqualified or debarred from participating in future tenders of HLL Lifecare Limited for a period as decided by the Competent Authority and the decision in this regard shall be final and binding on the Contractor.

10. PERFORMANCE BASED COMPLETION CERTIFICATE

Completion Certificate shall be issued only after verification and confirmation of actual execution of the work in accordance with the approved scope, timelines and quality requirements. HLL Lifecare Limited reserves the right to record performance remarks in the Completion Certificate, which may be taken into consideration during evaluation of the Contractor in future tenders.

11. NO CLAIM CLAUSE FOR ENFORCEMENT ACTIONS

Any action taken by the Company under the Contract, including Liquidated Damages, termination, risk and cost execution or debarment, shall not give the Contractor any right to claim compensation or damages.

PART IV

FORMS AND DECLARATIONS

1. PERFORMANCE DECLARATION FORM

(In company letterhead with sign & seal)

Details of all works of similar class completed during the last seven years ending last day of the Month of August 2026

SN	Name of work with brief description	Work order number with date	Work order amount (Excl. GST)	Gross amount of work completed (Excl. GST)	Actual Date of completion
1					
2					
3					

Note: Copies of Work orders and Completion certificates issued by the Client/Authority concerned shall be submitted as proof of the same.

Signature and seal of the bidder

2. FINANCIAL STATEMENT

Name & Address of bidder:

Financial Analysis: Details to be furnished duly supported by figures in balance sheet/profit & loss account for the last three years duly as submitted by the applicant to the Income tax Department (Copies to be attached) and duly certified by the Chartered Accountant mentioning the membership number issued by ICAI along with full address.

i. Gross Annual Turnover for the last three years

Financial Year	Annual Turnover as per audited balance sheet (In Rs.)
Total annual turnover for the last three financial years	
Average annual turnover for the last three financial years	

ii. Profit/Loss for last three years

SN	Financial Information in Rs. Equivalent	2023-24	2024-25	2025-26
1.	Total Assets			
2.	Current Assets			
3.	Total Liabilities			
4.	Current Liabilities			
5.	Profit before Tax			
6.	Profit After Tax			
7.	Net Worth			

Enclose audited balance sheets, profit & loss statement and IT return for the above period duly certified by a Chartered Accountant as proof.

We hereby declare that the above Turnover figures are based on the audited financial statements of the firm.

**Signature and stamp of
Chartered Accountant**

FRN:

UDIN:

**Signature and stamp of the
bidder**

3. DECLARATION FORM

(In company letterhead with sign & seal)

We hereby declare and confirm that:

1. We don't not have any relation with the person authorized to evaluate commercially or involve in finalizing the tender.
2. If at any time, information furnished by us is proved to be false or incorrect, we are liable for any action as deemed fit to HLL Lifecare Limited.
3. We have never been blacklisted/banned /de-registered/de-barred by any of the Government authorities for preceding years from the date of issue of this tender document
4. We will abide by all the terms & conditions of the tender document.
5. We certify that we are offering more than 50% items from India for the supplies required under this e-Tender and hence falls under the category of 'Class 1 local supplier' as defined in Public Procurement (Preference to Make in India), Order 2017 as amended from time to time.
6. We hereby confirm that we have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India or on sub-contracting to contractors from such countries; I hereby certify that we (bidder) is not from such a country or it from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries, unless such contractor is registered with the Competent Authority. We hereby certify that we (bidder) fulfil all requirements in this regard and is eligible to be considered. Accordingly, we declare that our company is not from those countries sharing borders with India and not restricted UNDER RULE 144 (XI) OF GFR 2017.
7. We confirm having read and understood all the instructions, forms, terms and conditions and other requirements of the above tender (both expressed and implied) in full and that we agree to abide by all without any deviation.

SIGNATURE OF THE BIDDER WITH SEAL

4. ACCEPTANCE FORM

(In company letterhead with sign & seal)

From

To

Deputy Vice President (P&S),
Hi-Care Division,
HLL Lifecare
Limited,
HLL Bhavan, #26/4, Tambaram-Velachery Main Road,
Pallikaranai, Chennai – 600 100,
Tamilnadu, India.
Phn: 044-
29813732/34
E-mail: hcdcmo@lifecarehll.com

Name of Work:

Dear Sir,

I / We, hereby offer to design / fabricate / supply/install/testing/validate/commission as detailed in schedule hereto or such portion thereof as you may specify in the acceptance of Bid at the price given in the price bid and agree to hold this offer open for **120 days** from the date of bid opening prescribed by the Purchaser. I/We have understood the terms and conditions mentioned in the invitation for bid and Conditions of Contract furnished by you and have thoroughly examined the specifications quoted in the bid document hereto and are fully aware of the nature of the scope of work required and my/our offer is to comply strictly in accordance with the requirement and the terms and conditions mentioned above.

We are hereby attesting all the pages of the tender document & submitting the same in proof of our acceptance of the terms of the tender.

Yours faithfully,

SIGNATURE OF THE BIDDER WITH SEAL

5. COMPLETION PERIOD

(In company letterhead with sign & seal)

_____(Name of the
Work) as per schedule of Work provided by HLL Engineer-in-charge and each site shall be completed
within a period of ____**Days** from the date of Letter of Intent/Work Order or Site Clearance (whichever is
later), irrespective to the no. of sites awarded.

SIGNATURE OF THE BIDDER WITH SEAL

6. REQUISITION FORM FOR E-PAYMENT

Certified that I am having a Savings / Current Account in <Name of Bank> -----
----- ---at <Name of Branch>----- with <IFSC Code>

The Account Number is: _____

I wish to receive all payments in this account through NEFT and RTGS systems, as the case may be, for all payments relating to this work.

Name of Bidder

Place: _____

Date: _____

(Attach Scanned copy of Cancelled cheque of above bank)

**7. DETAILS OF TECHINICAL ADMINISTRATIVE PERSONNEL TO BE EMPLOYED
FOR THE WORK**

(To be submitted in the letter pad of the firm indicating full name and address, telephone & E-mail etc.)

SN	Designation	Total Number	Number available for this work	Name	Qualification	Professional experience and details of work carried out	How these would be Involved in this work	Remarks
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)

SIGNATURE OF THE BIDDER

8. NO DEVIATION CERTIFICATE
(In the company letter with sign & seal)

To

Subject: No Deviation Certificate for _____(Name of the Work)

Tender Ref. No:

Dear Sir,

With reference to above this is to confirm that as per Tender conditions we have visited site before submission of our Offer and noted the job content and site condition etc. We also confirm that we have not changed/modified the above tender document and in case of observance of the same at any stage it shall be treated as null and void.

We hereby also confirm that we have not taken any deviation from Tender Clause together with other reference as enumerated in the above referred Notice Inviting Tender and we hereby convey our unconditional acceptance to all terms & conditions as stipulated in the Tender Document.

In the event of observance of any deviation in any part of our offer at a later date whether implicit or explicit, the deviations shall stand null and void.

Note:

In case of Association, the Associate Bidder shall also submit the Form

Yours faithfully,

Date:

(Signature, name and designation
of the Authorized signatory)

Name and seal of Bidder

9. FORMAT FOR UNDERSTANDING THE PROJECT SITE

(To be submitted in the letter pad of the firm indicating full name and address, telephone & E-mail etc.)

To

Deputy Vice President (P&S)

Hi-care Division,

HLL Lifecare

Limited

Ph: 0471- 2354949, 2775651

E-mail:

hcdemo@lifecarehll.com

Subject: Undertaking of the Site Visit for _____ (Name of the work/ project)

Sir,

I/we hereby certify that I/we have examined & inspected the site & its surrounding satisfactorily, where the project is to be executed as per the scope of works. I/ We are well aware about the following

- Location of the proposed building and its allied works.
- Site clearance and no cutting off the matured trees.
- Topography and contouring of the land where the project is to be executed to understand the cutting & filling during the construction and about depth of column/ foundation below the plinth beam.
- Nature of the ground & sub-soil of the site and accessibility to the site.
- Existing surrounding road level to finalize plinth beam level as per standard norms.
- Location of Existing Sewer line & Water pipe line network to connect the proposed building and allied works to make the building functional.
- Location of existing Electric Sub-Station to supply the electricity for the proposed building and allied works to make the building functional.

I / We hereby submit our BID considering above all facts gathered during site visit and each & every aspect have been considered in the Quoted cost of the project Since it is item rate Contract. I / We hereby confirm that no extra/additional cost shall be claimed on above aspects.

Yours faithfully,

(Signature, name and designation of the Authorized signatory) **Name and seal of Bidder**

10. STRUCTURE & ORGANTSATION

(To be submitted in the letter pad of the firm indicating full name and address, telephone etc.)

S.No	Particulars	Details Submitted by Bidder
1.	Name & address of the bidder	
2.	Telephone no./Telex no./Fax no.	
3.	Legal status of the bidder (attach copies of original document defining the legal status) (a) An Individual (b) A proprietary firm (c) A firm in partnership (d) A limited company or Corporation	
4.	Particulars of registration with various Government Bodies (attach attested photocopy)	
	Organization/ Place of Registration 1. 2. 3.	Registration No.
5.	Names and titles of Directors & Officers with designation to be concerned with this work.	
6.	Designation of individuals authorized to act for the organization.	
7.	Has the bidder, or any constituent partner in case of partnership firm, Limited Company or Consortium, ever been convicted by the court of law? if so, give details.	
8.	Any other information considered necessary but not included above.	

SIGNATURE OF THE BIDDER

11. BID FORM

Date_____

To
HLL Lifecare Limited
.....

Ref. Tender Document No. _____dated _____

We, the undersigned have examined the above mentioned tender document, including its amendment/corrigendum(if any), the receipt of which is hereby confirmed.

If our BID is accepted, we undertake to perform the work, in accordance with this tender document.

We further confirm that, if our BID is accepted, we shall provide you with a performance security of required amount in an acceptable form in terms of GCC clause for due performance of the contract.

We agree to keep our BID valid for acceptance as required in the GIT clause or for subsequently extended period, if any, agreed to by us. We also accordingly confirm to abide by this BID up to the aforesaid period and this BID may be accepted any time before the expiry of the aforesaid period.

We further confirm that, until a formal contract is executed, this tender read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us.

We further understand that you are not bound to accept the lowest or any BID you may receive against your above-referred tender enquiry.

We confirm that we do not stand deregistered/banned/blacklisted by any Govt. Authorities.

We confirm that we fully agree to the terms and conditions specified in above mentioned tender document, including amendment/ corrigendum if any

(Signature with date)
(Name and designation)
Duly authorised to sign BID for and on behalf of

PART V

LIST OF APPROVED MAKES FOR CIVIL AND ELECTRICAL WORK

To be submitted in the letter pad of the firm indicating full name and address, telephone & fax numbers etc.)

TECHNICAL SPECIFICATIONS

1. All the measurements shall be as per the latest edition of B.I.S.
2. The Technical specifications, code of practice etc. shall be referred in accordance with CPWD Specifications and work shall be executed accordingly for all works.
3. Items which are not covered under CPWD Specification shall be carried out as per relevant Indian Standard Specifications of BIS/ NBC/ IRC/ BS/ ASTM/ DIN as directed by the Engineer-in-charge.
4. The detailed specifications for electrical works shall be in accordance with CPWD – General Specifications for Electrical Works Part I (Internal) 2013.

TECHNICAL SPECIFICATION & CONDITIONS – CIVIL WORKS

1. **EARTH WORK:** As per relevant CPWD specifications.
 - A. Irrespective of the stipulations in the relevant CPWD Specifications or elsewhere in the Contract, the excavated earth shall be disposed of by the contractor at his own cost to the place as directed by Engineer – in-charge and/or permitted by the local authority after obtaining written permission of the Engineer – in-charge and no payment will be made by the HLL for disposal of this excavated earth.
 - B. The Contractor shall, at his own expense and without extra charges, make provision for all shoring, pumping, dredging or bailing out water, encountered from any sources such as rain, floods, springs, subsoil water table being high or due to any other cause whatsoever.
 - C. Filling in plinth shall be consolidated with water and compacted with pneumatic rammers, to achieve 90% relative density on testing. One test is to be carried out for 1000 sq.ms. of compacted area.
2. **PLAIN CEMENT CONCRETE AND REINFORCED CEMENT CONCRETE WORK:**
 - A. **STONE AGGREGATE:**
 - i. Stone aggregate used in the work shall be of hard broken stone to be obtained from approved source and shall conform to relevant provision in the Latest CPWD Specifications for works.
 - B. **SAND**

- i. Sand to be used for the work shall be of as specified in CPWD Specifications 2019. Sand shall be obtained from the source to be got approved by the Engineer in charge and washed if required, with appropriate equipment to bring down the chemical, inorganic and organic impurities within the permissible limits as per the direction of the Engineer in charge. The same shall consist of hard siliceous materials. Note: Where only one variety of sand is available the sand will be sieved for use in finishing work as directed by the Engineer – in – charge in order to obtain smooth surface and nothing extra will be paid on this account.
- ii. Nothing extra shall be paid for screening or washing the sand as prescribed above.

C. CEMENT

- i. The contractor shall procure 43/ 53 grade ordinary Portland cement [grade as per design/ decision of Engineer-in-charge] conforming to IS 8112/Portland Pozzolana Cement conforming to IS:1489 (Part-I) as required in the work, from approved manufacturers of cement having a production capacity not less than one million tonnes per annum as approved by the Engineer – in -charge. The tenderers may also submit a list of names of cement manufacturers which they propose to use in the work. The tender accepting authority reserves right to accept or reject name(s) of cement manufacturer(s) which the tenderer proposes to use in the work. No change in the tendered rates will be accepted if the tender accepting authority does not accept the list of cement manufacturers, given by the tenderer, fully or partially. The supply of cement shall be taken in 50 kg bags bearing manufacturer's name and ISI marking. Samples of cement arranged by the contractor shall be taken by the Engineer-in-charge and got tested in accordance with provisions of relevant BIS codes. In case the test results indicate that the cement arranged by the contractor does not conform to the BIS codes, the same shall stand rejected, and it shall be removed from the site by the contractor at his own cost within a week's time of written order from the Engineer in-charge to do so. The cement shall be brought at site in bulk supply of approximately 50 tonnes or as decided by the Engineer-in-charge. The cement godown of the capacity to store a minimum of 2000 bags of cement shall be constructed by the contractor at site of work for which no extra payment shall be made.

D. CENTERING SHUTTERING AND SCAFFOLDING:

- i. All Scaffolding centering for RCC shall be with properly designed system and brought to site well in advance so that the progress of the work is not hampered for non-availability of the same.
- ii. All shuttering for RCC work except soffits of slab shall be in water proof shuttering Ply. Shuttering for slab and soffits shall be in water proof shuttering ply or in good quality mild steel plates free of dents, bends or warping and rusting as approved by the Engineer in charge.

- iii. Contractor should deploy complete one set of shuttering materials for minimum one complete floor and the shuttering material for beam bottom shall be minimum for two complete floors.

E. REINFORCEMENT:

- i. TMT reinforcement steel shall be used shall be as per design and conforming to IS: 1786 pertaining to Fe 500D OR Fe 550D grade of steel.
- ii. TMT steel bars manufactured by main producers, as per list of makes, shall be allowed in the work. Contractor shall produce manufacturer Test Report for each dia and each lot Tests. Nothing extra will be paid for “straightening of bars” received from market in coils or with bends. All incidental charges of any kind whatsoever including cartage, storage, safe custody of materials, cutting and wastage etc. shall be borne by the contractor.
- iii. The actual average sectional weight for dia up to 10 mm shall be arrived at from one meter long samples (minimum 3 from each dia) taken from each lot of steel. The discretion of the Engineer – in – charge shall be final for the procedure to be followed for determining the average sectional weight of each lot. Quantity of each diameter of steel received at site of work each day will constitute the single lot for this purpose.
- iv. The weight of each lot of a particular diameter of 10mm and below shall be reckoned as the weight as per actual issue multiplied by a factor equal to the standard sectional weight of the particular diameter divided by the average sectional weight of the particular dia in a particular lot worked out as per above para. Adjustment for the steel shall be effected on the basis of the weight as modified above for quantity payable.
- v. Measurement of all diameters of steel be on linear basis and will be converted into weight on the basis of standard sectional weight coefficients given in relevant CPWD specifications mentioned in schedule ‘F’ of General Conditions of Contract.
- vi. Measurement of reinforcement shall be as per procedure described in the relevant CPWD specifications mentioned in schedule ‘F’ of General Conditions of Contract

F. CONCRETE MIX DESIGN

The mix design shall be for MODERATE exposure and GOOD degree of quality control, unless otherwise specified.

3. BRICK WORK

A. BRICK WORK

- a. Bricks used in the work shall be obtained from kilns to be got approved from the Engineer in charge and shall be best quality well burnt ground moulded bricks as available in the vicinity. They shall have a compressive strength of not less than 75 Kgs/sq.cm and an absorption percentage of not more than 15 (Fifteen) % of its dry weight when immersed in water for

24 hours. In all other respects they shall conform to the provision in Latest CPWD Specifications for works.

- b. Both the face of wall of thickness more than 23cm shall be kept in the proper plane. Walls of half brick thickness or less shall be measured separately and paid in sqm.
- c. Bricks wall beyond half brick thickness shall be measured in multiple of half brick (i.e. more than 115mm or equivalent) which shall be deemed to be inclusive of mortar joints. In all other respects they shall conform to the provision in relevant specifications of the work.
- d. For mortar, use of PP Cement shall be preferred.

B. Solid/Hollow Block Work

- a. Precast CC blocks shall be procured from approved manufactures or manufactured at site. Nothing extra shall be payable on account of adding any admixture for making pre- cast blocks or for steam curing.
- b. The Solid CC blocks shall have nominal size of 400mm x 200mm x 200mm for 200mm thick masonry wall & Hollow blocks of nominal size 400mm x 200mm x 100mm for 100mm thick masonry wall and shall conform to IS 2185.
- c. The samples of CC blocks (each sample consisting of 6 specimens) shall be chosen randomly from the lot and tested for various parameters specified below. One sample shall be tested for every 100 cum or part thereof.
- d. Following parameters shall be tested.
 - i. Compressive strength.
 - ii. Water absorption
 - iii. Density
 - iv. Dimensional Tolerances
 - v. The material shall meet following parameters :
 - vi. Compressive strength shall be no less than 5.0 N/sq. mm.
 - vii. Water absorption shall not be more than 5%.
 - viii. Density shall be not less than 1500 kg/cum.
 - ix. Dimensional tolerance in the size shall be not more than + 5mm for length and + 3mm for height and width.
- e. Top course of all plinth, parapets, steps and top of walls below floor and roofs shall be laid with solid blocks, properly radiated and keyed into position to form cut (meru) corner. Where blocks cannot be cut to meru corners, cement concrete 1:2:4 (1 cement : 2 coarse sand : 4 graded stone aggregate 20 mm nominal size) equal to thickness of the coarse shall be provided in lieu of cut blocks. No additional payment shall be made on this account.

- f. Nothing extra shall be payable on account of chasing the CC block masonry work for embedding pipes, electrical boards/ boxes etc. and also filling the chases with cement mortar 1:4 (1 Cement : 4 Coarse sand). The chasing shall however be carried out using machine cutters so as not to disturb the joints in the masonry and without any cracks being developed in the masonry.
- g. All other specifications for 100 mm thick and 200mm thick hollow/solid block work shall be as described for full brick and half brick masonry work respectively.
- h. For unsupported lengths of 100 mm thick walls exceeding 3.5 m, 100 x 200 mm wide R.C. mullions shall be provided at 3.5 m centre, tied to the lintels at door height. Similarly, continuous R.C. beam of size 100 x 150 mm shall be provided at door height for 100 mm thick wall. Such RC mullion/ bands shall be measured and paid separately.

4. CEMENT PLASTER: - The use of PP Cement shall be preferred.

The joints in the brick work, concrete blocks, shall be raked to a depth of 15 mm while the masonry is green. Concrete surfaces to receive plaster shall be suitably roughened. All walls shall be washed with water and kept damp for 10 hours before plastering. The plaster unless specified otherwise shall be average of 12 mm thick on walls. The finished texture shall be as approved by the HLL. The mix for plaster unless otherwise specified, shall be one-part cement and four parts sand, to walls. All plaster work shall be kept continuously wet for seven days.

5. STEEL GRILL WORK:

- a. All steel grills shall be according to the detailed drawings and obtained from approved suppliers. These shall conform to Latest CPWD Specifications for works.
- b. In case of grills an approved quality priming coat of zinc chromate shall be applied over and above a shop coat of primer. Nothing extra shall be payable for providing shop coat primer, but the zinc chromate primer, if additionally required, will be paid for separately.

6. PAINTING

a. MATERIAL

This paint shall be brought to the site of work by the contractor in its original containers in sealed condition. The material shall be brought in at a time in adequate quantities to suffice for the whole work or at least a fortnight's work. The materials shall be kept in the joint custody of the contractor and the Engineer-in- Charge. The empty containers shall not be removed from

the site of work till the relevant item of work has been completed and permission obtained from the Engineer-in-Charge

b. SCAFFOLDING

Scaffolding as required for the proper execution of the work shall be erected. If work can be done safely with the ladder or jhoola these will be permitted in place of scaffolding.

c. PREPARATION OF SURFACE

The surface shall be thoroughly cleaned off all mortar dropping, dirt dust, algae, fungus or moth, grease and other foreign matter of brushing and washing, pitting in plaster shall make good, surface imperfections such as cracks, holes etc. should be repaired using white cement. The prepared surface shall have received the approval of the Engineer in charge after inspection before painting is commenced.

d. APPLICATION

Before pouring into smaller containers for use, the paint shall be stirred thoroughly in its container, when applying also the paint shall be continuously stirred in the smaller containers so that its consistency is kept uniform. The lids of paint drums shall be kept tightly closed when not in use as by exposure to atmosphere the paint may thicken and also be kept safe from dust. Paint shall be applied with a brush on the cleaned and smooth surface. Horizontal strokes shall be given, First and vertical strokes shall be applied immediately afterwards. This entire operation will constitute one coat. The surface shall be finished as uniformly as possible leaving no brush marks.

e. BRUSHES & CONTAINERS

After work, the brushes shall be completely cleaned of Paint and linseed oil by rinsing with turpentine. A brush in which Paint has dried up is ruined and shall on no account be used for painting work. The containers when not in use, shall be kept closed and free from air so that Paint does not thicken and also shall be kept safe from dust. When the Paint has been used, the containers shall be washed with turpentine and wiped dry with soft clean cloth, so that they are clean, and can be used again.

7. ALUMINIUM WORK \UPVC

- a. The scope of the work is the fabrication, supply and erection at site of all types of Aluminium/ UPVC glazed doors, windows and ventilators in accordance with the drawings and specifications.
- b. The supply and erection will include all parts such as but not restricted to frames, tracks, guides, mullions, styles, rails, couplers, transoms, rails, plates glazing bars, glass, hinges, arrangement, spring catches, cord and pulley arrangements, spring catches, cord and pulley

arrangements door closers floor springs etc., required for the whole work whether the parts/ items are individually and specifically referred to in the schedules/ specifications/drawings or not provided that the supply and installation of such parts can be inferred there from and are necessary to make the work complete, unless separate provision is made in the bills of quantities for supply to such parts/items.

c. The doors, windows, ventilators, will be fabricated to suit the finished clear openings in the building/structure which the tenderer will himself measure.

d. Materials:-

- i. The members will be made out of aluminum alloy corresponding to IS:733 and will consist of extruded sections and of other shapes, and to sized gauges as shown in the drawings/ described in accordance with the relevant IS codes. The members shall be chosen to provide strength/ stability and maximum resistance to wear and tear.
- ii. UPVC members shall be made of PVC material conforming to IS: 10151.
- iii. The Sections will be as per approved makes, extruded sections. As indicated in the drawings the tenderer should specifically mention which sections he is using.
- iv. The weight of sections and the corresponding catalogue numbers are mentioned. The weight of sections and the corresponding catalogue numbers are mentioned. The IS specifications are to be strictly adhered.
- v. The extruder using recycled materials may be preferred.
- vi. The alloy of extruded aluminum should be BS or IS old HE9, Alcon 50 SWP. to this effect test certificate has to be provided for the extruder.

a. Finishing

- i. The extruded aluminum section has to be mechanically finished to remove all scratches; extrusion marks etc and subsequently thoroughly cleared in all alkali baths prior to anodizing.
- ii. The polyester powder coating, as required, as per item of work, shall be of desired shade with minimum average thickness to 50 microns or other shades as required and to this effect the tenderer must have to produce test certificate from authorized institutions Bureau of Indian Standard.
- iii. The polyester powder coated material should be properly wrapped in gummed tape before fabrication to avoid scratches during fabricated and erection shall be kept protected till handing over.

b. Fabrication:

- Before commencing the fabrication the contractor shall submit to the Engineer – in - charge for their approval detailed shop drawings, based on the Architectural drawings and corresponding specification showing junctions, fittings, accessories such as hinges flush bolts, locks, latches, latching arrangements, peg stays, rotor arms, anodize pivots gaskets rubber packing door felts, mastic, sealant etc., including fixing and sealing arrangements . Type and method of scaffolding he intends to use, Fabrication is to be taken up only after approval by the Engineer – in- charge and in accordance with the approved drawings. Sections for fabrication of door/ window/ventilators etc shall be as per architectural drawings or as approved by the Engineer – in - charge.
- ii. A sample of finished door / windows/ ventilator railing etc.shall be fabricated as per the shop drawings approved by the Engineer – in - charge for final approval before under taking mass production/ fabrication,
- iii. The doors, window, ventilators and partitions shall be as per thickness given in the approved shop drawings, Polyester Powder coating shall be as specified in the item specifications.
- iv. All materials shall conform to relevant IS. Codes and in the absence of IS code, they should correspond to the best engineering practice; decision of the the Engineer – in - charge shall be final and binding on the contractor.
- v. Fabrication shall be done true to the drawing/ sample approved and in correspondence to the finished openings at the site. All joints shall be mitered at the corners, true right angles, and joints to be finished neatly to hairlines, with concealed fasteners, wherever possible joints shall be made in concealed locations.vii. Site installation shall be with concealed screws, self-tapping or other approved fasteners or may be by welding, due precautions shall be taken to avoid any distortion/ discoloration /damage to the finished items.
- vi. Wood work faces /parts coming in contact with masonry shall before shifting to the site be given a heavy coat of alkali resistance bitumen paint. Steel items coming in contact with other incompatible materials shall be given a thick coat of zinc chromate primer.

c. Glazing:

Glazing shall be done with flawless sheet glass of best approved quality without waviness, distortion, coloration / discoloration, of specified thickness in sizes as shown in the drawings, fixed as required with special glazing clips, putty, neoprene/PVC gaskets. All glass shall be cleaned thoroughly before they are fixed in position. Unless otherwise specified the minimum

thickness shall be 5 mm thick.

8. FALSE CEILING

- i. False ceiling items in general are carried out as per the description of the item in the Bill of quantities and also as per the manufacturer's specifications / as directed by the Engineer – in – Charge.
- ii. Location of particular type of false ceiling shall be as per relevant drawing, in its absence written approval of the Engineer – in - charge shall be obtained.
- iii. The false ceiling tiles from manufacturers using recycled materials shall be preferred.

9. FLOORING:

- i. The flooring in the building shall be as per the approved floor finish drawings and laid in such a way that limits in floor levels would not exceed the limits provided in the latest CPWD specifications or manufactures specifications.
- ii. Wherever Vitrified Tile flooring is done, it shall be with multy grade/range 1st Quality tiles.
- iii. Slope in floors shall be provided as per architectural drawings, else the levels at any place when checked over a distance of one meters in any direction should not show variation in floor level more than 3 mm.
- iv. Rate for the items of flooring is inclusive of provision of sunken flooring and finishing edges of the same in bath kitchen, toilets, cutting holes for traps/ pipes etc., and nothing extra shall be paid on this account unless otherwise specified.
- v. Protective layer to be provided of any type of flooring and nothing extra shall be paid on this account.10.

10. STAINLESS STEEL RAILINGS

- i. The scope of the work includes preparation of the shop drawings (based on the architectural drawings), fabrication, supply, installation and protection of the stainless steel railing till completion and handing over of the work.
- ii. The stainless steel work shall be got executed through specialized fabricator having experience of similar works. The Contractor shall submit the credentials of the fabricator for the approval of the Engineer-in-Charge.
- iii. The Contractor shall submit shop drawings, for approval of the Engineer-in-Charge, for fabricating stainless steel railing with detailing of M.S. stiffener frame work backing along with the fixing details of the M.S. frame work to the R.C.C columns. The details of the joints in the stainless steel railing including location, etc. shall also be shown in the shop drawings.

- iv. The Contractor shall procure and submit to the Engineer-in-Charge, samples of various materials for the railing work, for approval. After approval of samples, the Contractor shall prepare a mock up for approval of Engineer-in-Charge/ HITES. The material shall be procured and the mass work taken up only after the approval of the mock up by the Engineer-in-Charge/ HITES. The mock-up shall be dismantled and removed by the contractor as per the directions of the Engineer-in-Charge. Nothing extra shall be payable on this account.
- v. The stainless steel shall be of grade 316 with brushed steel satin finish and procured from the approved manufacturer. It shall be without any dents, waviness, scratches, stains etc.
- vi. The required joints in the railing provided as per the architectural drawings, shall be welded in a workmanlike manner including grinding, polishing, buffing etc. all complete and compacted. The temporary clamps provided and fixed to hold the stainless steel railing, in position shall be removed after the concrete has set properly. The junction of the flooring and the cladding shall be neatly filled with weather silicone sealant of approved colour and shade. Nothing extra shall be payable on this account.
- vii. One test (three specimens) for each lot shall be conducted for the stainless steel pipe in the approved laboratory. Therefore, the material shall preferably be procured in one lot from one manufacturer.
- viii. The finished surface shall be free of any defects like dents, waviness, scratches, stains etc. and shall have uniform brushed stbe rejected and redone by the Contractor at his own cost. The finished surface shall therefore be protected using protective tape which shall be removed at the time of completion of the work. The surface shall then be suitably cleaned using nonabrasive approved cleaner for the material. Nothing extra shall be payable on this account.
- ix. The item includes the cost of all inputs of labour, materials (including stainless steel pipes, welding, brazing, concrete, protective film, weather silicone sealant etc including cost of providing and fixing M.S. frames), T & P other incidental charges, wastages etc. The items also included providing and fixing stainless steel anchor fasteners for fixing railing.
- x. The railing shall be fixed in position using stainless steel pipes, stainless steel posts of required diameters and thickness as shown on drawing and polished to satin finish including cutting, welding, grinding, bending to required profile and shape, hoisting, butting, polishing etc.
- xi. The item includes the cost of all inputs of labour, materials, T&P, other incidental charges, wastage etc. The entire work shall be carried out to the satisfaction of Engineer-In-Charge.

11. GLASS:

- i. All glass and glazing material shall be verified and coordinate with the applicable Performance requirement.
- ii. All glass shall be cut to require size and ready for glazing. All glass shall be accurate sizes with clear undamaged edges and surfaces which are not disfigured. Any panel which does not fit any section of the curtain wall and shop front will be rejected and a replacement made at the Contractor's expense.
- iii. Glass shall conform to the quality, thickness and dimensional requirement specified in Bill of Quantities/ CPWD Specification.
- iv. Heat strengthened glass shall not deviate in surface flatness by more than 0.23 mm within 260mm of leading or trailing edge, or 0.076 mm in centre. Direction of ripple shall be consistent and is acceptable to Engineer-in-charge. Distortion of glass shall be controlled as much as possible during heat strengthening. Sag distortion shall be unidirectional and surface compression shall be in the range of 320-450 Kg/cm². All glass shall be delivered to site with the manufacturer's label of identification attached.
- v. The glass glazed panel/ structural glazing frames for the structural glazing system shall be designed to withstand lateral imposed loads and comply with requirement of local building codes.
- vi. Glass shall be free from defect or impurities detrimental to its performance. Defects such as bubbles, waves, spots scratches, spalls, discoloration, visibly imperfect coating, chipping, and bubbles delaminating of opacifier film shall be limited in accordance with the Manufacturer's / trade guidelines. The glass is to be produced in such a way that the rollers will be parallel to what will be the horizontal position of the glass. Glass should be consistent in colour.
- vii. Double glazed units shall be procured only from approved manufacturer. Quality control tests shall be performed for mixing, curing, adhesion and dew point. The unit shall be guaranteed against condensation and dirt between the panes, failure of seal and damage to internal coating.
- viii. All glass breakage caused by the Contractor or his sub-contractor because of negligence or caused by the installation of faulty work by him shall be replaced by the Contractor at his own expense without delay to the project completion.

12. WATER PROOFING TREATMENT:

All the items for water proofing treatment with cement based water proofing treatment for roof

slab and sunken portion in schedule of quantities shall be guaranteed for TEN YEARS the case of cement based treatment by the contractor as per Performa prescribed. The water proofing treatment work should be got done through specialized agency approved by EIC.

13. WATER PROOFING TREATMENT FOR ROOF /SUNKEN FLOORS OF W.C'S ETC.

- i. Water proofing treatment for roof/ sunken floor has to carried out as per the respective Bill of Quantities/ CPWD Specification.
- ii. The finished surface after water proofing treatment shall have required slope.
- iii. While treatment of sunken floors is done it shall be ensured that the 'S' or 'P' traps as the case may be have been fixed/ eased and rounded off properly the work shall be carried out as per relevant CPWD specifications.
- iv. GURANTEE: The above water proofing, treatment shall be guaranteed for TEN YEARS against any leakage etc. the contractor shall have to execute a bond, 10 % of cost of items executed for water proofing shall be retained for 10 years as security (Refer GCC provisions).

14. ANTIBACTERIAL PAINT

- i. The Antibacterial Paint shall be able to provide anti-Microbial Protection:
- ii. The scope of work includes providing & applying approved makes anti-Microbial Paint on wall surfaces as per manufacturer's specifications complete in all respect & as directed by Engineer-in-charge. Following are the desired characteristic of the paint:
- iii. Protection: The product hygiene coatings to start the biocidal action as soon as the microorganism land on the surface, and prevents the growth of mould, bacteria and yeasts for at least 5 years.
- iv. Lily Cycle Savings: The unparalleled durability of hygiene coatings should help to extend the maintenance cycle and to minimize all related material, labour and shut down costs.
- v. Chemical Persistence: The hygiene coatings should be highly resistant to abrasives, detergents and weak acids and alkalis used in cleaning

15. CHLORINATED POLYVINYL CHLORIDE (CPVC) PIPES

CPVC pipes & fittings used in hot & cold potable water distribution system shall conform to requirement of IS 15778. The material from which the pipe is produced shall consist of chlorinated polyvinyl chlorides. The polymer from which the pipe compounds are to be manufactured shall have chlorine content not less than 66.5%. The internal and external surfaces of the pipe shall be smooth, clean and free from grooving and other defects. The pipes shall not have any detrimental effect on the composition of the water flowing through it.

LIST OF APPROVED MAKES (CIVIL WORKS)

SN	Material	Approved Make/Manufacturers
1	Plywood /Block board /Ply board	Duro/ Greenply/ Century/ Kitply/ National/ Archiply/ Merino/equivalent
2	Pre-laminated particle board / Veneered particle board	Novapan /Century /Green Ply /AK Plywood/ Merino/equivalent
3	PVC door/shutter	Rajshri/ Plasopan/ Synkapolywood/ Polyline Sintex/ Polyex/equivalent
4	Clear Glass / Clear Float Glass / Toughened Glass/ Mirror/ Structural Glazing	Modiguard/ Saint Gobian (SG)/ TATA Continental/ Asahi India Safety Glass Ltd/equivalent
5	Glass Wool / Insulation Boards	Rockwool/ UP Twiga/ Lioyd Insulation/ equivalent
6	Aluminum building hardware	IPSA/ Everite/ EBCO/ ECIE/ Hardwyn Traders/equivalent
7	Aluminium Sections	Jindal/ Hindalco/ Indal/equivalent
8	UPVC Doors & Windows & Partitions	Fenesta/ Lingel/ CASSA/ Evolution/ Kommerling/ NCL Wintec/ Duroplast/AparnaVenster/equivalent
9	UPVC Toilet Doors	AMD Overseas/ Fenesta/ Lingel/ CASSA/ Evolution/ Kommerling/ NCL Wintec/ Duroplast/AparnaVenster/equivalent
10	Locks/Latches	Godrej/ Harrison/ Hettichplaza/ yale/ link/equivalent
11	Door Hardware	Dorma/ Kich/ Classic/ Haffle/ Ozone/ Geze/equivalent
12	Hydraulic Door Closer/Floor Spring	Godrej/ Hardwyn/ Dorma/ Everite/equivalent
13	Adhesive for tiles	Cico / Pidilite / ArdexEndura / Sikka / Fosroc / BASF/ MYK Laticrete
14	Adhesive for Wood Work	Fevicol/ Pidilite/ ArelditeCico/ Vamicol/ Dunlop/equivalent
15	Fastener	Fisher/ Hilti/ Canon/ Bosch/equivalent
16	Fire Sealant	Hilti/ Promat/ Birla/ 3M/equivalent
17	Silicon sealants /Weather Sealant / Structural Glazing Sealant/ Additives	Asian paints/ Fosroc/ Pidilite/ GE- Silicon/ Pidilite/ CICO/ Sikka/ MYK Arment
18	Cement	ACC/ Coromandel / Ultra tech/ JK Cement/ Ambuja/ India Cement/ Ramco/ Dalmia/ Malabar Cement/ Birla/ Chettinad/ Cement Corporation of India/ Bharati/equivalent
19	Concrete Additive	Sikka/ CICO/ Pidilite/ Fosroc/ Fairmate/ MC Bauchemie / BASF/ MYK Arment
20	Concrete Admixture	Fosroc/ Pidilite/ MYK Arment
21	AAC blocks	Xtralite from Ultratech/ Aerocon from HIL/ Siporex India Limited/equivalent
22	Damp proof material	Impermo/ Duraseal/ ACCO-proof/
23	Gypsum Board / Gypsum False Ceiling/	India Gypsum/ SaintGobain/ Lafarge/ Boral Gypsum/

SN	Material	Approved Make/Manufacturers
	Gypsum Partitions	Armstrong/equivalent
24	Calcium Silicate Boards & Tiles False Ceiling	India Gypsum/ Aerolite/ RAMCO (Hilux)/ Saint Gobain (Gyproc)/equivalent
25	Metal false Ceiling	Armstrong/ Hunter-Douglas/ USG/ Unimet/ equivalent
26	Mineral fibre false Ceiling	Armstrong/ Decosonic/ USG/ AMF/ Saint Gobain (Gyproc)/equivalent
27	Ceramic Tiles	Kajaria/ Somany / H & R Johnson/ Orient - Bell NITCO/ RAK/equivalent
28	Vitrified Tiles (Double/ Fully Charged)/ Gem Free	Kajaria/ Somany / H & R Johnson/ Orient- Bell/ NITCO /RAK/equivalent
29	Epoxy Flooring	CIPY/ FOSROC/ ArdexEndura/ Dr. Beck/ Flamaflor/ BASF/ MYK Arment
30	PVC Flooring	LG Floors / Gerflor / Premier Vinyl flooring / Armstrong/equivalent
31	Cement Concrete Paver Tiles/ Drain cover/ Kerb Stone	K.K/ HPL/ TUFFTECH/ NITCO/ Modern/ Dalal Tiles/ CICO/ Bharat Concrete Products/ Ashokaa/ Uni Stone Products (India) Pvt. Ltd/ Hindustan Tiles/equivalent
32	Antistatic Floor Coating	INARCO/ PVC WONDER FLOOR/ ARMSTRON/ MYK Arment
33	Water proofing compound	Dr.Fix/ FOSROC/ SIKA/ CICO/ Pidilite/ Impermo by Snowcem/ MYK Arment
34	Water proofing Materials (Bitumenistic)	BASF/ Fosroc/ Sikka/ CICO/ Pidilite/ STP/ ArdexEndura/ MYK Arment
35	White Cement	Birla White/ JK White/equivalent
36	Wall putty	JK Wall Putty/ Birla Putty / Nippon/equivalent
37	Synthetic Enamel Paint	Asian (Premium Apcolite Gloss)/ Berger (LuxolHigloss)/ Nerolax/ ICI (Dulux Gloss)/ Nerolac / Jotun/equivalent
38	Oil Bound Distemper	Nerolac/ Berger (BisonAcrylic)/ Asianpaints/
39	Dry Distemper	Berger (Castle)/equivalent
40	Emulsion Paint	Nerolac/ Berger/ Asian paints/ ICI/ Jotun/equivalent
41	Steel/ wood primer	Nerolac/ Berger/ Asian paints/ ICI / Jotun/equivalent
42	Texture Paint	Spectrum/ Unilite Heritage/ Asian/ Berger/ Jotun/ equivalent
43	Epoxy Paint	ICI Dulux/ Nerolac/ Cico/ Sikka/ BASF/ Berger/ Pidilite/ MYK Arment
44	OT: Anti -Fungal Paint	ArdexEndura/ Sikka by Liquid Plastic/ Viesmann/ SSK/ TRILUX/ MYK Arment
45	Water proofing cement paint	Snowcem/ Asian/equivalent
46	Pre –coated galvanized steel Profile sheet & accessories	TATA Bluescope/ DynaRoof/ ESSAR Steel/ JINDAL/ Llyod Insulations India Ltd / S.R Metals/equivalent
47	Steel section windows,	San HarvicSteelman Industries/ AGEW/ BHAWANI-

SN	Material	Approved Make/Manufacturers
	Pressed Steel door frame	STEEL/equivalent
48	Structural Steel Sections/ Rolled Sections & Tubeless Sections	SAIL, TATA (TISCO), RINL, Jindal/ RANA/ Capital/ Kamdhanu/ Prithivi/ Prakashsurya/ Appolo&Hitech/equivalent
49	Reinforcement Steel	SAIL/ TATA(TISCO)/ RINL/ JSW/ JINDAL/equivalent
50	Pre-coated Galvanized Steel Sheet	Tata BlueScope / Llyod Insulations India Ltd / S.R.Metals/equivalent
51	Polycarbonate Sheets	Galina/ GE Plastic / Skyarch/ Polytechno/ Tuflite/equivalent
52	PUF/ Sandwich Panels	Llyod Insulations India Ltd / Jindal / T K E S P Ltd. Isocab Sandwich Panels/equivalent
53	Vitreous china sanitary ware	Jaquar/ Kohler/ Cera/Hindware/ Parryware / Kerovit/equivalent
54	Plastic WC cover	Hindustan Saitary ware, Commander, DIPLOMAT/equivalent
55	Stainless Steel sink	Hindware/ Neelkanth/ Nirali/ Jayna/ Anupam/equivalent
56	G.I pipes	Jindal Hissar/ TATA/ BST/equivalent
57	G.I fittings	Unik/ ZOLOTOM/ DRP-M/ Kent/ equivalent
58	C.PVC pipe	Astral/ Ashirwad/ SFMC/ Finolex/ Ashirwad/equivalent
59	Rainwater & PVC pipes & fittings	Prince/ Supreme/ Finolex/ SFMC/ Astral/equivalent
60	Gun metal valves	Leader/ Sant/ Zoloto/ Kriloskar/ Cera/ Jaquar/equivalent
61	CPVC pipes & fittings	Supreme/ Finolex/ SFMC/ Astral/ Prince/equivalent
62	C.I covers & Manhole covers	RIF/ NICO/ SKF/equivalent
63	SS Gratings/ Soap Dish/ Towel Rail and other SS fitting	Camry/ Glacier/ Gem/ Jaquar/ Grohe/equivalent
64	CP Brass Fittings	Jaquar/ Hindware/ Crome/ Cera/equivalent
65	Floor Drain Fixture & Channel Gratings	Chilly/ Neer/ ACO/equivalent
66	C.P Grating for Floor Trap	Chilly/ CockroachTrap/ GMGR/equivalent
67	Cast Iron Pipes & Fittings Manhole covers and frames	Electro Steel Calcutta/ Kesoram Calcutta/ NECO/ R.I.F./ B.I.C./ Hepco/ SKF/ Kajeco/equivalent
68	PVC Storage Tanks	Sintex/ Rotoplast/ Electropast/ Fusion/ Polycon / Prince/equivalent
69	Anticorrosive Tape for Pipe Protection	PYPKOTE/equivalent
70	Pressure Gauge	HGuru/ Fiebig/ Dwyer/equivalent
71	PTMT Fittings	Prayag/ Jaquar/ Cera/ Prayag/ Polytuf/equivalent

Note:

1. The Engineer-in-charge is at liberty to select any of the brands indicated above. The contractor obtains prior approval from Engineer-in-charge before placing the order listed above.
2. Change of any make of material in case of its non-availability or any other such reason shall be at the discretion of the Engineer-in-charge. The Contractor shall not be allowed to change the makes without their prior permission.
3. Equivalent make of any item may be added with the approval of Engineer in charge, wherever makes have not been specified for certain items, the same shall be as per BIS and as per approval of Engineer.
4. In case of items for which approved make is not given above, the Contractor shall place the order with the prior approval of the Engineer-in-charge.
5. In case of Contradiction between the approved makes/brands specified above and mentioned in the Specifications /Bill of quantities. The decision of the Engineer-in-Charge shall be final and binding on the Contractor.
6. All materials should confirm to relevant standard and codes of BIS and shall have ISI mark.

TECHNICAL SPECIFICATION & CONDITIONS – ELECTRICAL & MECHANICAL SERVICES

1.1. SCOPE OF WORK

The bidder shall supply, install and commission along with requisite spare, maintenance tools and tackles the following equipment and system in the Project. The scope also covers the detailed engineering and calculations of the various equipment/system mentioned hereunder and the same shall be approved by the HLL/Engineer-in-charge prior to execution of the job.

- Light fixtures – internal
- Wiring devices – switches & sockets
- Earthing.
- Laying and termination of L.T. cables.
- Distribution Boards / Sub-Distribution Board.
- Providing power supply to equipment's
- Complete internal building wiring as per specification.
- Safety to personnel and equipment during both operation and maintenance.
- Ease of maintenance and convenience of operation.
- Electrical supply to equipment and machinery within the design operating limits.
- Adequate provision for future expansion and modification.

- Maximum interchange ability of equipment.
- Fail-safe feature.
- Suitability for applicable environmental factors.
- All the necessary Approvals & Liasoning for Load enhancement from present approved load to the required load shall be in the scope of the contractor.

A. ELECTRICAL ITEMS:

GENERAL:

The contractor shall consider the following details in their scope of works no additional cost shall be paid, wherever required:

- All Switch gears shall conform $I_{cs} = 100\% I_{cu}$ as per IEC 61439 part 1 &2
- Proper bonding to earth.
- Supporting rigid steel framework.
- Painting/ lettering on Breakers and distribution boards, the location they serve, providing on each panel its Circuit diagram.
- Providing cable clamps/supports within distribution boards cable alley.
- All MCB's /MCCB shall be of minimum KA breaking capacity as per CPWD

General Specification Part-IV

Substation

- All MCCB's shall be provided with operating mechanism for door interlock.
- All hinged door shall be earthed through 2.5sqmm tinned braided copper wire.
- Tinned copper earth bus shall be provided throughout the length of each board.
- Pad locking of Switch board doors.
- Medium voltage switch boards/distribution boards, the combination of both these and components shall conform to the equipment's of the latest revision including amendments of the following codes and standards.
- All MCB's used for protection of resistive and lightly inductive load shall be type "B" characteristic and inductive (motor) load shall be of type "C" characteristic and discharge lamps and UPS etc. shall be of type D characteristic.
- The drawings, specification and BOQ complement each other and which is shown or called for one shall be

interpreted as being called for on both. Material, if any, which may not have been specified but fairly required

to make a complete assembly of switch gear as shown on the drawing, specifications shall be construed as

being required and no extra charges shall be payable on this account.

WIRING:

Control and protective wiring shall be done with copper conductor PVC insulated 1100 volts grade multi-stranded flexible wire of 1.5/2.5/4 sq.mm cross section. The colour coding shall be as per latest edition of IS: 375.

Each wire shall be identified by plastic ferrule. All wire termination shall be made with type connection. Wire shall not be taped or spliced between terminal points.

Terminal blocks shall preferably be grouped according to circuit function and each terminal block group shall have at least 20% spare capacity.

Not more than one wire shall be connected to any terminal block. All doorframe of L.T. switchboard shall be earthed with bare braided copper wire.

EARTHING:

All electrical equipment is to be earthed by connecting two earth tapes from the frame of the equipment to a main earthing. The earthing ring will be connected via several earth electrodes. The cable armour will be earthed through cable glands. Earthing shall be in conformity with provision of rules 32, 61, 62, 67&68 of Indian Electricity Rules 1956 and as per IS-3043-1989. The following shall be earthed:

All fixtures, sockets outlets, fans, switch boxes and junction boxes etc. shall be earthed with PVC insulated copper wire as specified in item of work. The earth wires ends shall be connected with solder less bottle type copper lugs.

The resistance between earthing system and the general mass of earth shall not be greater than 1ohm.

The earth loop resistance to any point in the electrical system shall not be in excess of 1 ohm in order to ensure satisfactory operation of protective devices.

All earthing conductors shall be of high conductivity copper/ G.I. as per B.O.Q. and shall be protected against mechanical damage. The cross-sectional area of earth conductors shall not be smaller than half that of the largest current carrying conductor.

L.T. CABLES & WIRE

a) Wires

The design manufacture, testing and supply of single core LEAD FREE FRLS PVC insulated

1.1 KV grade multi-stranded twisted wires under this specification shall comply with latest edition of following standards.

IS:3961 Current rating for cables.

IS:5831 PVC insulation and sheath of electric cables.

IS:694 PVC insulated cables for working voltage up to and including 1100volts. IEC:754(i) FRLS PVC insulated cable.

Copper multi-stranded twisted conductor FRLS PVC insulated wires shall be used in conduit as per item of work.

The wires shall be colour coded R Y B, for phases, Black for neutral and Green for earth.

Progressive automatic in line indelible, legible and sequential marking of the length of cable in meters at every one metre shall be provided on the outer sheath of wire.

Progressive automatic in line indelible, legible and sequential marking of the length of cable in meters at every one metre shall be provided on the outer sheath of wire.

The material & insulation of wires shall be ROHS compliant (Reduction of Hazardous Substance) and shall comply the following directives:

EU Directive 2002/95/EC Issued Jan 2003

EU Directive 94/62/EC and 2004/12/EC (amendment) EU Directive 91/338/EEC

EU Directive 91/157/EEC & 98/101/EC (amendment)

Summary on related directives

Directive Ref.	Date	Objective	Remarks
2002/95/EC	27Jan03	Restriction of the use of certain hazardous substances in electrical and electronic equipment (EEE) and to contribute to the protection of human health and the environmentally sound recovery and disposal of waste EEE.	6 banned materials included Pb (Lead), Hg (mercury), Cr6+ (Hexavalent Chromium), Cd (Cadmium) and Flame Retardants- Polybrominated Biphenyls – PBB 1000ppm & Polybrominated Diphenyls Esters- PBDE 1000ppm. Max. conc. value - 0.1% by weight in homogeneous material for Pb, Hg, Cr6+, PBB/ PBDE Max. conc. value - 0.01% weight in homogenous material for Cd.
94/62/EC	20Dec94	Amending directive 94/62/EC, on Packaging	The targets defined are the following:

2004/12/EC (amendment)	2Nov04	and Packaging Waste is to prevent packaging waste by encouraging packaging re-use and recycling while at the same time avoid distortions in the internal market.	Recovery of minimum 60% by weight of the packaging waste Recycling of at least 55% and a maximum 80% by weight of the total of packaging materials, with a material-specific minimum recycling rate for plastic of 22.5% Max. sum of concentration levels of Pb,
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b) Cables

The design, manufacture, testing and supply of the cable under this specification shall comply with latest edition of following standards:

IS:8130 Conductors for insulated electric cables and flexible cords .IS:7098 XLPE insulation and sheath of electric cables.

IS:3975 Mild steel wires, strips and tapes for armoring cables. IS:7098 Current rating of cables.

IS:7098 XLPE insulated (heavy duty) electric cables for working voltage up to and including 1100volts.

IS:424-1475(F-3) Power cable-flammability test.

Specification for cross-linked polyethylene insulated XLPE sheathed cable for working voltage up to 1.1 KV.

Specification for XLPE insulated (heavy duty) electric cables for working voltages up to and including 1100 volts.

ASTM-D: 2863 Standard method for measuring the minimum oxygen concentration to support candle-like combustion of plastics (Oxygen Index).

ASTM-D: 2843 Standard test method for measuring the density of smoke from the burning or decomposition.

c) Technical Requirements:

The cables shall be suitable for laying in racks, ducts, trenches conduits and under-ground buried installation with uncontrolled back fill and chances of flooding by water.

They shall be designed to withstand all mechanical, electrical and thermal stresses under steady state and transient operating condition.

The aluminium /copper wires used for manufacturing the cables shall be true circular/sector in shape before stranding and shall be of uniformly good quality, free from defects. The conductor used in manufacture of the cable shall be of H2grade.

The cable should withstand 25 KA for 0.5 sec with insulation armour insulated at one end. Bidder shall furnish calculation in support of capability to withstand the earth fault currents. The current carrying capacity of armour and screen (as applicable) shall not be less than the earth fault current values and duration.

Laying of Cables:

The cable drum shall be placed on jacks before unwinding the cable. Great care shall be exercised in laying cables to avoid forming links. At all changes in directions in horizontal & vertical places, the cable shall be bent with a radius of bend not less than 8 times the diameter of cable.

The cable of 1.1KV grade shall be laid not less than 750mm below ground level in 36 a 375mm wide trench(throughout), where more than one cable is to be laid in the same trench, the width of the trench shall be increased such that the interaxial spacing between the cables except where otherwise specified shall at least be 150mm minimum or as per site requirements or as approved by the Engineer-in-charge. Where single core cables are used in multiphase systems, the cables shall be installed in trefoil where possible.

INTERNAL ELECTRICAL WORKS:

1) PVC Conduit:

All conduits shall be high impact rigid 2mm thickness PVC heavy duty type and shall comply with I.E.E. regulations for non-metallic conduit 2mm thick as per IS-40 9537/1983 (Part-III). All sections of conduit and relevant boxes shall be properly cleaned and glued by using epoxy resin glue and the proper connecting pieces. Inspection type conduit fittings such as inspection boxes, drawn boxes, fan boxes and outlet boxes shall be M.S. or otherwise mentioned. Conduit shall be terminated with adopter/PVC glands as required.

Accessories:

Conduit accessories such as normal bends, unions, circular junction boxes and pull boxes, locknuts etc. shall be heavy gauge type and approved make. Conduit accessories shall conform in all respects to IS: 3837-1966 with latest amendment. Wherever several conduits are running together, adequately sized adoptable boxes common to all runs shall be used to avoid inserting inspection boxes in the individual run. Where it is necessary to segregate wiring metal filler shall be fixed with in the box.

Separate conduit shall be used for:

- 1) Normal light, fan call bell
- 2) 16 A power outlet
- 3) Emergency Light Point

- 4) Fire alarm System
- 5) Computer Outlets
- 6) P.A System
- 7) Telephone system
- 8) TV Network
- 9) Or any other services not mentioned here.

Wiring for short extensions to outlets in hung ceiling or to vibrating equipments, motors etc. shall be installed inflexible conduits. Flexible conduits shall be formed from a continuous length of spirally wound interlocked wire steel with a fused zinc coating on both sides. The conduit shall be provided with approved type adopter. A separate and accessible earth connection shall bond across the flexible conduit.

Conduit runs on surfaces shall be supported with metal 1.2mm thick saddles, which in turn are properly secured on to GI spacer to the wall or ceiling. Fixing screws shall be with round or cheese head and of rust proof materials. Exposed conduits shall be neatly run parallel or at right angles to the walls of the building and shall be painted in color matching the adjoining area. Unseemly conduit bends and offsets shall be avoided by using better appearance. Cross cover of conduits shall be minimum and entire conduit installation shall be clean and with good appearance. For surface work, the boxes shall be raised back pattern type, designed for use with distances addles to give clearance of 6mm between the back of conduit and the fixing surface.

Wiring:

All the wiring installation shall be as per IS: 732 with latest amendment. PVC insulated copper conductor cables as specified in bills of quantity shall be used for sub-circuit runs from the distribution boards to the points and shall be pulled into conduits. They shall be twisted copper conductors with the thermos-plastic insulations of 660/1100volts grade. Colour Code for wiring shall be followed.

Looping system of wiring shall be used, wires shall not be jointed. Where joints are unavoidable, they shall be made through approved mechanical connectors with prior permission of the HLL. No reduction of strands is permitted at terminations. No wire smaller than 1.5sq.mm shall be used and shall be as per B.O.Q. Wherever wiring is run through trunkings or raceways, the wires emerging from individual distributions shall be bunched together with cable straps at required regular intervals. Identification ferrules indicating the circuit and DB number shall be used for submains sub-circuit wiring. The ferrules shall be provided at both end of each submain and sub-circuit.

Where single-phase circuits are supplied from a three phase and a neutral distribution board, no conduit shall contain the wiring fed from more than one phase. In any one room in the premises where all or part of the electrical load consists of lights, fans and/or other single phase current consuming devices, all shall be connected to the same phase of the supply. Circuits fed from distinct sources of supply or from different distribution boards or through switches or MCBs shall not be bunched in one conduit. In large areas and other situations where the load is divided between two or three phase, no two single-phase switches connected to different phase shall be mounted within one box.

Conduit size	20mm		25mm		32mm		40mm		50mm		60mm	
Wire size in sq.mm.	S	B	S	B	S	B	S	B	S	B	S	B
1.50	7	5	1 2	1 0	2 0	1 4	-	-	-	-	-	-
2.50	6	5	1 0	8	1 8	1 2	-	-	-	-	-	-
4	4	3	7	6	1 2	1 0	-	-	-	-	-	-
6	3	2	6	5	1 0	8	-	-	-	-	-	-
10	2	-	4	3	6	5	8	6	-	-	-	-
16	-	-	2	-	4	3	7	6	-	-	-	-
25	-	-	-	-	3	2	5	4	8	6	9	7

Notes:

The above table shows the maximum capacity of conduits for a simultaneous drawing in of cables.

The columns heads 'S' apply to runs of conduits which have distance not exceeding 4.25 m between draw in boxes and which do not deflect from the straight by an angle of more than 15 degrees. The columns heads 'B' apply to runs of conduit which deflect from the straight by an angle of more than 15 degrees.

The Contractor shall be responsible for:

Detailed co-ordination with other services, shop drawings for various electrical layouts such

as equipment layout, lighting layouts, cabling layouts, earthing and lightning protection layouts, including equipment installation and cable termination details etc. prior to start of work.

- Preparation of bill of materials for cabling, lighting, earthing and miscellaneous items etc.
- Cable schedule.
- Lighting/power panel schedule.
- Inter connection drawing.
- Protection co-ordination drawings/tables for complete power system.
- Shop inspection and testing procedures.
- Field testing and commissioning procedures.
- Preparation of as built drawings for all services.

B. ELV (EXTRA LOW VOLTAGE) GENERAL:

All the material shall must confirm the good working condition as per the local weather/temperature and environmental condition. The work covered under this contract shall include furnishing of all labour, materials, equipments and services required for the Security systems in accordance with the drawings and specifications.

The specifications given here shall be used to identify the requirement for rich and a high standard integrated Fire Alarm system, CCTV System, Public Address System, Access Control System, Passive Security System and Structured Cabling & Active Devices. All systems shall provide satisfactory operations, in the range of 110% and 85% of rated voltage.

Technical specifications & schedule of quantities provided under different headings are as mentioned below:

1. Structured cabling and active devices
2. Public address system
3. CCTV system
4. Access control
5. Fire detection system

1. STRUCTURED CABLING AND ACTIVE DEVICES

Structured Cabling: The cabling design to the department LAN cabling shall be as per the TIA/EIA-T568-A standards/ TIA/EIA-T568-B standards.

Faceplate: Faceplate shall meet the following requirements:

- a) Shall have the ability to fit a dust cap or shutter to prevent dust and dirt getting into the outlet for single, dual, Quad or Hexa outlets.
- b) Shall have clear label for application identification

- c) Shall be able to have 1,2,3,4,6 or 12 outlets
- d) Shall have options for vertical style or horizontal style.
- e) The faceplate housing the UTP connector modules shall have no visible mounting screws.
- f) The faceplate housing the UTP connector modules shall have aperture plugs to cover any unused openings in the faceplate.
- g) The faceplate housing the UTP connector modules shall provide flexibility in configuring multimedia workstation outlets that respond to present or future network needs such as audio, video, coaxial and optical fiber application

Modular Jack connector: TIA / EIA-T568-A defines four basic modular jack styles. The 8-position and 8-position keyed modular jacks are commonly referred as RJ45 (Registered Jack) connector and keyed RJ45. The 6-position modular jack is commonly referred as RJ11. RJ45 is the standard connector for unshielded twisted pair cabling. RJ 45 is a plastic connector with eight pins. It allows insertion in only one way. The jack wiring specification is as per the Universal Service Ordering Codes (USOC).

Patch Cord: The Patch cord shall meet the following requirements:

- a) Shall consist of 8 Solid copper conductors terminated with RJ 45 plugs at both ends.
- b) Shall meet transmission performance and comply to EIA/TIA 568-B.2 and ISO/IEC 11801- CAT 6 minimum standard for patch cord testing (as per Annex 3)
- c) Factory terminated with options for 1.2 meter, up to 12.8 meters with a long flexible boot and in different colors. The boot material should be injected into the plug to retain the position of the conductors. The Boot should be at least 2” long with built-in bend radii maintaining technology. (d) Shall have Characteristics impedance of 100 +/- 5% @ 100 MHz. (e) The Patch cord sh

Patch Panel: Rack mounted patch panels shall be used for termination of copper cables or rack mount fiber termination unit shall be used for termination of optical fiber cable. 111.2.8.

Patch cords shall be provided for cross-connections to facilitate Moves, Adds and Changes (MACs). They shall be able to support up to Category 6 applications and shall be NEXT compliant. 1.2.8.2 The cross connect module shall be (a) (b) (c) Fire - retardant, molded plastic modules UL 94 VO rate, consisting of horizontal index strips for termination of Cat5 25 pair module to ensure ease of re-termination in case of wrong pair termination or NEXT compliant RJ 45 Modular jack panel. 10/25 pair disconnection module for incoming voice or 8/10/25 pair disconnection module for all data services.

The UTP copper cables: The UTP copper cables meet the following requirements: (a) Shall be CMR, LSZH, CMP, or MPR rated form. (b) Shall consists of 23-24 AWG, twisted pair copper conductor with UL approved insulator. (c) Fire retardant

PVC Sheath shall have improved frictional properties, allowing it to be pulled through conduit without the use of lubricants. (d) The insulation should be made from Polyolefin for ruggedness

(e) Available in the form of 25 pairs. - minimum Cat5 UTP cable. (f) The UTP multi pair cable shall meet the following electrical specifications: - i. EIA / TIA 568 A commercial wiring standard. ii. iii. All applications as per annex 4 Mutual capacitance (at) 1Khz: 22 nF / 1000 feet. iv. Dc resistance (Ohms/1000 feet: 28.6 v. Characteristics Impedance: 100 ohms +/- 15 % @ 100Mhz (except 4 Pr)

Optical fiber requirements: Cable must be Armored Single Mode (OM1), Multi-mode (OM1, OM2 or OM3) color coded fibers, jelly filled color coded loose tubes, around the dielectric central strength member, jelly filled, plastic tape, dielectric strength member and outer PE jacket for outdoor use and shall be tight buffered with color-coded PVC for identification for multi-core fiber optic cable (OM1, OM2, OM3 and OS1) for Indoor use

NETWORKING SWITCH: Key considerations for network are – gigabit connectivity to each user from the nearest distribution rack to various users/departments/devices in a topology consisting of core switches at central server room followed by the distribution and edge/access switches.

- a. The network shall have a mix of components for supporting PoE+ as well as non-PoE devices.
 - b. A robust fiber optics based backbone is being provided. It shall be based on ring topology using single mode fiber optics cable. The vendor shall ensure that the networking switches shall be populated with the necessary transceivers for achieving this design objective.
 - c. Several applications are proposed to run on this network – IP-based voice communications supporting voice-data-video, network based cameras and storage, integrated audio-video, video conferencing, interactive learning, integrated building management systems and important services integration such as fire detection.
 - d. The integrators shall propose and supply enterprise class networking switches only
- a) **WALL /FLOOR MOUNTED NETWORK RACK :**
- Construction shall be single section welded robust with ventilation holes on the sides and top
& bottom covers with provision to mount 2 fans
 - b) Top/ Bottom covers and side panels shall be of sheet steel, powder coated Vertical 19” metric
panel mounts and door trims shall be of sheet steel and powder coated
 - c) The top and bottom covers shall be provided with four cut outs on top and bottom cover for
cable entry and round cuts shall be edge protected with rubber grommets
 - d) Two pairs of 19” equipment mounting angles with mounting holes conforming to IEC 297-3
 - e) Toughened glass front lockable door
 - f) Wall mounted Networking rack shall be available in various heights

- g) Cooling shall be achieved with the help of two fans, 90 CFM capacity each, mounted on top
- h) Power shall be provided in form 19" rack mountable power strip which shall consist of minimum four 5/15A power sockets.
- i) Cantilever shelf – at least one front mounting 1U cantilever shelf shall be provided with depth of 250 mm or more
- j) 1U vertical cable managers on a/r (as required basis) for dressing of cables for 24 ports patch panel, 24 ports switch Hardware Pack / Rack mounting accessories and hardware – as required Horizontal managers on A/R basis for ensuring neat and aesthetically clean installation

2. PUBLIC ADDRESS SYSTEM

The Public Addressing system shall be as per the IEC 60268-7 (Audio equipment - Part 7: Public address systems), IS 10201 (Audio equipment - General requirements and methods of test), and specific guidelines regarding power supply, noise levels, intelligibility, and safety features depending on the project's requirements and location, with consideration for local regulations and building codes

The scope of work under this shall include designing supplying and installing of Public Address System. The work under this system shall consist of furnishing all materials, equipment's and appliances and labour necessary to install the said system, complete with Speakers, Amplifiers, Mike and Zone Selection Panel.

System Design

The Speakers shall be distributed in the entire floor and shall be configured into multiple zones. The announcement can be made zone wise or to all the speakers simultaneously in ALL CALL mode. Fire Alarm shall be announced immediately on receipt of Fire signal from the panel to all zones.

The PA System shall serve to,

- a) Play the music
- b) Making general announcement
- c) Make announcement in car park
- d) Transmit fire tone under fire condition

Amplifier

Amplifier shall be USB/BLUETOOTH player and AM/FM Tuner with World

spa
ce receiver, with remote control and suitable to for 220-240V AC supply operations.

Speakers

Speakers shall be especially designed for broadcasting high quality, integrated emergency fire alarm signals and voice communications and approved by an appropriate authority for use in such situations.

Speakers shall be ceiling or Column mounted as shown in the schedule of work and shall be completed with mounting brackets accessories etc. Speakers shall be in wooden or metal enclosures.

P A System Wiring

High-quality twisted pair cable designed for connecting speakers and amplifiers in commercial I A/V systems. The speakers in each zone are connected in parallel and are connected to the respective output. The cables from each zone are separately routed and terminated in the Panel.

Testing and commissioning

Entire PA system shall be tested to establish the following.

- a) Functionality of the PA system
- b) Combined systems shall be tested for the overriding feature for prioritizing fire alarm and life safety requirements.
- c) Acceptable audibility of the public address in all spaces and record sound pressure levels of the Public address viz the ambient noise levels.

DOCUMENTATION:

The contractor, upon completion of the commissioning activity, shall hand over the system to the customer. At the time of hand over, the contractor shall provide the customer with the following documentation:

- a) Copy of detailed report
- b) Component and equipment list
- c) Product description sheets
- d) System design drawing(s)
- e) System schematic diagram(s)
- f) System operating manuals

3. CCTV SYSTEM

CCTV cameras and recorders must be registered and manufactured according to IS 13252 (Part 1):2010 under the BIS Compulsory Registration Scheme from the Bureau of Indian Standards (BIS)

The camera shall meet the following networking standards:

- **IEEE 802.3af (Power over Ethernet)**
- **IPv64**
- **IPv67**
- **QoS – DiffServ (RFC 2475)**

Work includes providing all material, equipment, accessories, hardware, software, licenses, services and tests necessary to complete and make ready for operation by the NETWORK/IP based CCTV System in accordance with the design & specifications given in Technical Specifications of the Security Surveillance System.

System should be programmed such that operator's intervention if required shall be minimal and the system should provide features like guard tours, preset positions and the preset positions will be linked to perimeter protection system/intrusion system in future. The NVR/DVR should allow for recording of events both continuous and motion triggered as per requirement and recordings should be able to create evidences and support post event analysis.

GENERAL REQUIREMENTS

- The camera shall be of manufacturer's official product line, designed for commercial/industrial 24/7/365 use.
- The camera shall be based upon standard components and proven technology using open and published protocols.

QUALITY ASSURANCE

- All camera installation, configuration, setup, program and related work shall be performed by electronic technicians thoroughly trained by the manufacturer in the installation and service of the equipment provided.
- All equipment provided shall be backed by a minimum of one-year manufacturer warranty.
- The specified unit shall be manufactured in accordance with ISO 9001 / EN 29001.

CCTV wiring standards

Using RG59 or RG6 cables for video transmission, ethernet cables for IP-based systems, and coaxial cables for analog video transmission. Optical fiber cables are also used for high-speed CCTV.

RG59 and RG6 cables

- RG59 is the industry standard for transmitting video signals.
- RG6 is a thicker gauge cable that can also be used for surveillance cameras.
- These cables are shielded from most video interference.

Ethernet cables

- Ethernet cables (Cat5e, Cat6) are used for IP-based systems.
- They connect IP cameras to the internet and power the cameras.

Coaxial cables

- Coaxial cables are used for analog video transmission.

Optical fiber cables

- These cables use pure glass to transmit data via light.
- They are the fastest option of all the cables mentioned.
- They are expensive, delicate, and require more technical know-how than other cables.

CCTV wiring

A standard practice is to use PVC conduit with a minimum diameter of 20mm ($\frac{3}{4}$ inch), depending on the number of cables being run, with larger diameters needed for multiple cables or long runs; always consult local building codes for specific requirements in your area.

- **Cable type:** The type of CCTV cable (e.g., coaxial, UTP, or fiber optic) will influence the conduit size needed.
- **Number of cables:** More cables require a larger conduit diameter.
- **Environmental factors:** Outdoor installations may require heavier duty conduit with additional protection against weather elements.

Common conduit sizes for CCTV:

- **Small installations:** 20mm ($\frac{3}{4}$ inch) conduit for a few cables.
- **Medium installations:** 25mm (1 inch) conduit for moderate cable runs.
- **Large installations:** 32mm (1 $\frac{1}{4}$ inch) conduit for multiple cable runs or long distances.

4. ACCESS CONTROL

Proposed system should consist of Biometric Finger/Face scan for staff access entry to have extreme security. Offered Reader should be high quality, technologically advanced and high pixel face detection camera. Single door Electromagnetic Locks Capacity of Holding Pressure 300 /600 Lbs should be installed at the entry door for staff entry. Entire system should have Access Server PC along with required Hardware & SQL Database Software.

A. Common Features:

1. Software to generate time and attendance report
2. Door Controls:
 - a. Door open and close alarm activation
 - b. Door lock capabilities with locks
 - c. Door Switch
 - d. Switch or keypad (internal)
3. Status control and anti-pass back
4. Flexible (minimum 32) sets of time zone to provide user to set up each time zone with different time districts
5. Self-hardware testing function when equipments are activated
6. Internal battery included during power shortage
7. Battery operation possible when AC power is interrupted
8. Data logging facility for minimum 5,000 Access transaction
9. Capable of communicating with multiple readers to provide online information
10. Add more readers without changing software
11. Communication, information Inquiry / Setting through RS-232/422/485 and Ethernet
12. Remote Web Management Interface or functionality to be accessed from any workstation.

13. Grant or deny access to single or group of employees to a single or all entrances.
14. Back-end Database (industry Standard)

CABLING FOR ACCESS CONTROL

0.5 Sq mm X 8 Core Shielded Flexible FRLS Cable

- Size : 1.5 Sq mm
- Core : 8 Core
- Conductor Type : Flexible Copper
- Insulation : PVC
- Sheathing : FRLS
- Shielding : Foil
- Voltage Grade : 300/500 V

The vendor will be responsible for all the related accessories, software, locks, cables, minor civil work (if required), documentations, configuration and commissioning of the devices at the existing network (Ethernet CAT-5). The cost of items should be inclusive of these services and items.

PANIC / EMERGENCY EXIT SWITCH:

Specification

- Weight : 0.18 kg
- Dimensions (HxWxD) : 93x89x59.5mm
- Operating Temperature : -10 °C to +55 °C
- IP Rating : IP24D

5. FIRE DETECTION SYSTEM

This section of the specification includes the furnishing, installation, connection and testing of the conventional and microprocessor controlled, intelligent reporting fire alarm equipment required to form a complete, operative, coordinated system. It shall include, but not be limited to, alarm initiating devices, alarm notification appliances, Fire Alarm Control Panel (FACP), auxiliary control devices, annunciators, and wiring as shown on the drawings and specified herein.

The fire alarm system shall comply with requirements of NFPA Standard 72/EN54 LPCB for Protected Premises Signaling Systems except as modified and supplemented by this specification. The system shall be electrically supervised and monitor the integrity of all conductors.

The system and its components shall be Underwriters Laboratories or Loss Prevention Certification Board Inc. listed under the appropriate UL/ EN54 testing standard as listed herein for fire alarm applications and the installation shall be in compliance with the UL/EN54 listing

EQUIPMENT AND MATERIAL

General:

All equipment and components shall be new, and the manufacturer's current model. The materials, appliances, equipment and devices shall be tested and listed by a nationally recognized approvals agency for use as part of a protective signaling system, meeting the National Fire Alarm Code.

All equipment and components shall be installed in strict compliance with manufacturers' recommendations. Consult the manufacturer's installation manuals for all wiring diagrams, schematics, physical equipment sizes, etc., before beginning system installation.

All equipment shall be attached to walls and ceiling/floor assemblies and shall be held firmly in place (e.g., detectors shall not be supported solely by suspended ceilings). Fasteners and supports shall be adequate to support the required load.

Where required, all wiring shall be installed in conduit or raceway. Conduit fill shall not exceed 40 percent of interior cross sectional area where three or more cables are contained within a single conduit.

Cable must be separated from any open conductors of power, or Class 1 circuits, and shall not be placed in any conduit, junction box or raceway containing these conductors, per NEC Article 760-29.

Wiring for 24 volt DC control, alarm notification, emergency communication and similar power-limited auxiliary functions may be run in the same conduit as initiating and signaling line circuits. All circuits shall be provided with transient suppression devices and the system shall be designed to permit simultaneous operation of all circuits without interference or loss of signals.

Conduit shall not enter the fire alarm control panel, or any other remotely mounted control panel equipment or back boxes, except where conduit entry is specified by the FACP manufacturer.

Conduit shall be 25mm minimum.

Wire:

All wires shall be of FRLS PVC insulated copper conductor as per BOQ

Intelligent thermal or Heat Detectors

Thermal detectors shall be intelligent addressable devices rated at 135 degrees Fahrenheit (58 degrees Celsius) and have a rate-of-rise element rated at 15 degrees F (9.4 degrees C) per minute. It shall connect via two wires to the fire alarm control panel signalling line circuit.

The detector shall be capable to configure and to be addressed manually as well as from software or remote locations also.

Beam Smoke Detectors

Sensing Range: 5 to 50 meters □ Adjustment Angle: ±10° horizontal and vertical.

Typical sensitivity levels: Level 1 — 25%. Level 2 — 30%. Level 3 — 40%. Level 4 — 50%.]

Fault Condition (trouble): 96% or more obscuration blockage. In alignment mode. Improper initial alignment. Self-compensation limit reached.

Alignment Aid using optical gun sight or integral signal strength indication or Two-digit display.

Addressable manual call box

Addressable manual fire alarm boxes shall on command from the control panel, send data to the panel representing the state of the manual switch and the addressable communication module status. They shall use a key operated test-reset lock, and shall be designed so that after actual emergency operation, they cannot be restored to normal use except by the use of a key.

All operated stations shall have a positive, visual indication of operation and utilize a key type reset. All entrances and stair levels shall be equipped with a pull type manual call point to activate an alarm. Manual call points shall be located in a manner so as to give easy access to occupants in emergency; these shall be at entry/exits and within 30 meters distance.

Sounder and strobe:

Shall follow NFPA 72 2013.

1. Electronic sounders shall operate on 24 VDC nominal.
2. Electronic sounders shall be field programmable without the use of special tools, at a sound level of at least 90 dBA measured at 3 meters from the device.

Addressable Control Module (Whether Applicable Separately)

Addressable control modules shall be provided to supervise and control the operation of one conventional NACs of compatible, 24 VDC powered polarized audio/visual notification appliances.

- a) Audio/visual power shall be provided by a separate supervised power circuit from the main fire alarm control panel or from a supervised remote power supply from the same OEM
- b) . The control module shall be suitable for pilot duty applications and rated for a minimum of 2.0 amps at 24 VDC.

Isolator Module (whether Applicable Separately)

Isolator modules shall be provided to automatically isolate wire-to-wire short circuits on an SLC Class A or branch. The isolator module shall limit the number of modules or detectors that may be rendered inoperative by a short circuit fault on the SLC loop segment or branch. Each loop shall have isolator module after every 20 detectors to protected zone of the building.

- a) If a wire-to-wire short occurs, the isolator module shall automatically open-circuit (disconnect) the SLC. When the short circuit condition is corrected, the isolator module shall automatically reconnect the isolated section.

- b) The isolator module shall not require address-setting, and its operations shall be totally automatic. It shall not be necessary to replace or reset an isolator module after its normal operation.
- c) The isolator module shall provide a single LED that shall flash to indicate that the isolator is operational and shall illuminate steadily to indicate that a short circuit condition has been detected and isolated.

TEST

The service of a competent, factory-trained engineer or technician authorized by the manufacturer of the fire alarm equipment shall be provided to technically supervise and participate during all of the adjustments and tests for the system. All testing shall be in accordance with NFPA 72 Before energizing the cables and wires, check for correct connections and test for short circuits, ground faults, continuity, and insulation. Open initiating device circuits and verify that the trouble signal actuates.

Open and short signalling line circuits and verify that the trouble signal actuates. Open and short notification appliance circuits and verify that trouble signal actuates. Ground all circuits and verify response of trouble signals.

Check presence and audibility of tone at all alarm notification devices.

Check installation, supervision, and operation of all intelligent smoke detectors using the walk test.

Each of the alarm conditions that the system is required to detect should be introduced on the system. Verify the proper receipt and the proper processing of the signal at the FACP and the correct activation of the control points.

When the system is equipped with optional features, the manufacturer's manual shall be consulted to determine the proper testing procedures. This is intended to address such items as verifying controls performed by individually addressed or grouped devices, sensitivity monitoring, verification functionality and similar

FINAL INSPECTION

At the final inspection, a factory-trained representative of the manufacturer of the major equipment shall demonstrate that the system functions properly in every respect

C. FIRE FIGHTING SYSTEM GENERAL

The scope of work includes the design, engineering, supply, installation, testing, and

commissioning of a complete fire-fighting system for the buildings. The system specified in the BOQ must adhere to the tender specifications outlined below. All materials used will comply with the relevant IS specifications, where applicable, and are subject to the approval of the Engineer-in-Charge. The fire-fighting system will be designed and executed in strict accordance with the prevailing norms of NBC-2016, CPWD General Specifications for Electrical Works, Part-V, Wet Riser & Sprinkler System: 2020, and relevant Indian Standards such as IS:13039:2014 (External Hydrant Systems), IS:15105 (Fixed Automatic Sprinkler Fire Extinguishing System), as well as local bye-laws and requirements from the relevant fire inspection authorities. The work will cover the complete process from design and supply to installation, testing, commissioning, and obtaining necessary statutory approvals from fire inspection authorities, including securing the No Objection Certificate (NOC) for the occupation of the buildings.

1.1 WET RISER AND DOWNCOMER

The firefighting system's pipeline design must ensure that the pressure at both the hydraulically remote hydrant and the highest hydrant does not fall below 3.5 kgf/cm² and does not exceed 7 kgf/cm². The pipeline should be engineered to allow discharge at any given location. The design parameters include a maximum flow velocity of 2.5 m/s and a maximum friction loss of 5 meters per 100 meters of pipeline run. The number of risers should be determined based on the following

criteria: no corner of the building should be more than 30 meters from the nearest riser, the horizontal distance between two risers should not exceed 50 meters, and one riser must be provided for every 1000 sqm of plinth area or part thereof. These specifications are essential for ensuring adequate water flow and pressure for firefighting operations across the building. However, number of Risers may be suitably increased to meet given situation as per directions of Engineer-In-Charge. The quantity of Sprinkler & Hydrant, Wet Risers etc. and all other allied equipment shall be provided as per norms of NBC-2016 latest as amended.

All down comer pipes shall be inter connected at the terrace level. In case terraces are not interconnected, all building will be treated as individual buildings. Fire service inlet shall be provided with each Riser/down comer for facilitating pumping of water from fire service tenders.

1.2. INTERNAL HYDRANTS

Internal hydrants shall be installed on each floor at the same location and connected to risers. The firefighting hydrants will be placed in the lobby within the firefighting shaft. Hydrants near the fire exit staircase on each floor must be located within 5 meters from the exit door along the exit access. The number and placement of risers will be determined according to the norms specified in the preceding sections. Each building wing should preferably have independent hydrants.

The landing valve will feature an oblique pattern and will include a GI twist release chain and cap. The manufacturer's name, trademark, year of manufacture, size, and type must be clearly marked. Valves will be coated with a primer followed by two coats of red paint (Shade No. 536, as per IS-5), with paint conforming to IS 2932. The hand wheel will be painted black, and the valve will be BIS-approved. Blank caps will be made of gunmetal. A hydrostatic pressure test will be conducted at 21 kg/cm² for 2.5 minutes, and a flow test will be performed at 7 kg/cm²

at 900 LPM. The water-tightness seat test will be conducted at 14 kg/cm². In case of any discrepancies between the manufacturer's standards and the specified values, the parameters must comply with the relevant IS codes.

The RRL hose pipe will be of the non-percolating type, ISI marked (IS:8423), with a 63 mm diameter and 15-meter length (2 Nos.), complete with instantaneous type gunmetal 63 mm dia ISI marked Male & Female couplings (IS:903), securely bound and riveted with copper rivets and 1.5 mm copper wire, and a bursting pressure not less than 22 kg/cm². The external hydrant post will include a standard short size 63 mm dia gunmetal branch pipe with a gunmetal nozzle of 20 mm nominal bore outlet, featuring an instantaneous type 63 mm dia coupling, in compliance with IS:903. The internal hydrant will be equipped with a fireman's axe with a heavy rubber handle. A swing-type first aid hose reel in red color will be provided with a 30-meter-long, 20 mm dia heavy-duty rubber water hose, a 20 mm dia globe valve stopcock, terminating with a GM coupling and nozzle with a 5 mm outlet and shut-off valve, confirming to IS:8090-1976. It will come complete with a drum and wall-mounted brackets, bolts, and nuts conforming to IS:884-1969.

A mild steel door made of 16 gauge MS sheet, capable of accommodating the fire hose reel, landing valve, hose pipes, fittings, 1 CO₂ fire extinguisher, and 1 dry powder fire extinguisher, along with accessories, shall be provided. The door will feature a 1250 mm high front glass with a lock and key arrangement and will be painted with one coat of primer and two coats of finished stove enamelled post office red color paint.

The internal hydrant will be clearly marked on the front with the inscription "FIRE HOSE CABINET" in letters of 75 mm height and 12 mm width, with a luminous sign. The location of these cabinets will be shown on the floor plan and displayed on the landing of the respective exit fire staircase. Internal hydrants must be easily accessible, with a minimum clearance of 1.5 meters in front for operation. They shall not be placed in a lockable room.

A masonry enclosure will be provided on three sides, with minimum dimensions of 1200 mm wide, 800 mm deep, and 2100 mm high. A 200 mm x 200 mm cutout will be provided in one corner of the slab for the wet riser/down comer pipe, and an additional cutout of the same size will be made for the sprinkler pipe and drain pipe.

1.3 BUILDING TO BE SPRINKLER PROTECTED

The sprinkler pipes shall be installed throughout the area to be protected. The structure shall be designed to support sprinkler pipes and the contained water. Inbuilt drainage with slope shall be provided throughout the area so that in the event of operation of sprinkler, water is drained out without spreading to other parts of the building. Storage racks/platforms shall be sufficiently raised above floor. It is essential to make provisions for avoiding water from Sprinkler/hydrant operation entering lifts and electrical rooms.

1.4 FIRE BRIGADE INLET CONNECTIONS/ DRAW OFF CONNECTION

One set of 2/4 ways collector head Fire Brigade connection shall be provided at underground tank, Ring Main, Sprinkler system and individual wet risers as specified conforming to IS 904. The inlet to the wet riser sprinkler header shall be with 150 mm dia butterfly or sluice valve and non-return valve. The scope shall include necessary reducers, tees bends and special fittings as required. Construction of Health Facilities under ECRP-II (PKG-I) Vol-5 Tech

Specifications

It should be provided with M.S. enclosure fabricated from 1.5 mm thick M.S. sheet, front glass locking arrangement supported on M.S. structural members, painting with two coats of postal red enamel.

Fire brigade inlet connection (fire department connection) consisting of 4 Nos. 63 mm dia instantaneous inlet arranged on a 50 mm dia header, 1 No. 150 mm diameter sluice valve, with in built Non-return valve and wall mounted box of M.S. construction made out of 16 gauge MS Sheet with glass door to house the above mentioned components.

Fire brigade draw out connection (fire department connection) with suction pipe MS class 'C' 100 mm dia. & 100 mm dia. foot valve & steel chain including wall mounted box M.S. construction made out of 16 gauge MS Sheet with glass door to house the above mentioned components.

Inlet breeching having C.I. body Two-way gun metal 63 mm dia instantaneous inlets conforming to IS 903 fitted with non-return valves, 25 mm dia gun metal drain cock, blank cap, brass chains and 150 mm dia flanges with all accessories suitable for local fire tender complete as required.

2. PORTABLE FIRE EXTINGUISHERS:

2.1) **ABC Powder stored pressure type Fire Extinguishers** of 4 kg capacity IS:15683 & CO2 gas based Fire Extinguisher of 4.5 Kg capacity with IS :15683, IS 2878 is proposed for all floors near internal hydrant locations.

2.2). **4.5 kg Carbon Dioxide Extinguisher**, IS marked shall be complete with high pressure discharge tube, horn, control valve & CCE approved cylinder. It shall be suitable for extinguishing Class B & C fires. It shall be provided with Wheel type /Squeeze grip type with discharge hose & horn. It shall be suitable for operation within the temperature range of -20°C to 55°C. The test pressure shall be 250 Bar. The minimum effective discharge shall be 95 percent.

2.3). The ISI marked extinguishers and their installations shall be in accordance with acceptable standards of NBC 2016. These units shall be mounted at a convenient height & locations to enable quick access at all times. All requirement of fire extinguishers shall be fulfilled as per as per NBC 2016, Part-4, Table -7, other statutory norms and directions of Engineer-In-Charge.

3. FIRE SIGNAGES:

Various types of signage will be provided throughout the building/complex in compliance with NBC-2016, Part-4. On each floor, near the lift landing, a diagram indicating stairways shall be displayed with the instruction: "IN CASE OF FIRE USE STAIRS UNLESS INSTRUCTED OTHERWISE." This signage will be positioned above the call button in the lift lobby. Additionally, floor signage indicating the exit path will be placed on each floor within the staircase. The numerical text on these signs will be in bold type, with a minimum height of 75 mm. Directional signage indicating the fire escape route will be placed in each corridor on

every floor. All fire-related signage will be LED-lit with UPS power backup or made using photo luminescent paint to ensure visibility in the event of a power failure. These signs will be printed on Photo luminescent U1000 aluminium sheets (1.0 mm $\pm$ 10%) or acrylic boards containing Lumigen II as the base chemical, covered with a UV-stabilized coating. The signs will be of the appropriate size and will be securely fixed to walls, doors, or ceilings using proper clamps, hangers, cleats, anchor fasteners, etc. Text will be either double-sided or single-sided, depending on the requirements. Samples of all fire signage must be submitted for prior approval by the Engineer-In-Charge.

The signage will be lightweight yet highly powerful, capable of penetrating even the finest grills and meshes. It will feature an easy snap safety seal that can be broken in seconds. Each fire extinguisher will be equipped with a pressure gauge, discharge mechanism with an easy snap lever lock, and an EPDM rubber hose. It will be capable of fighting Class A, B, and electrically started fires. The extinguisher will have ISO 9001 and CE certifications, and preferably UL listing and FM approval, conforming to ISI standards. It should come with a warranty of at least 5 years. The extinguisher will preferably have a minimum capacity of 4 kg, a discharge time of approximately 8 seconds, and a range of around 2 meters.

4. PIPE WORK

4.1 SCOPE

This chapter covers the requirements of pipe work in firefighting installations.

4.2 PLUMBING DESIGN

Pipe sizes shown in tender documents are purely for contractor's guidance. The contractor shall be responsible for selection of sizes as per detailed engineering to be done by him. Plumbing design to be done by the contractor shall incorporate the following: -

- (a) Sluice valves shall be provided at suction and delivery sides of pumps.
- (b) External hydrant
- (c) Fire service connection/inlet.
- (d) Test valve.
- (e) Drain connections.
- (ii) For testing the system healthiness and automatic operation on daily basis, one test pipe with sluice valve shall be provided in common discharge header. For avoiding wastage of water, this pipe shall discharge water in the tank.
- (iii) Non-return valve shall be provided at the delivery of each pump and fire service inlet. This shall be of swing type.
- (iv) Air release valves with ball valve shall be provided in the piping system for venting trapped air with a size of 25 mm for pipes up to 100 mm and 40 mm for larger pipes.
- (v) Plumbing drawings showing the sizes of pipe, valves, layout and other details shall be prepared and shall be got approved from the Engineer-in-Charge before the execution of the plumbing work.

4.3 PIPE MATERIALS

Pipes shall be of the following materials:

- (a) Mild steel heavy class (C-class) conforming to IS:1239 for sizes up to 150 mm.
- (b) Welded black steel pipe, Class 2, conforming to IS: 3589, for sizes greater than 150 mm.

These pipes shall be factory rolled and fabricated from minimum 6mm thick M.S. Sheet for pipes upto 350 mm diameter and from minimum 7 mm thick M.S. sheet for pipes of 400 mm diameter and above.

MS pipes may be allowed for extension of existing systems which are laid with CI pipes.

(c) Cast iron double flanged pipe, Class-A conforming to IS 1536 or IS: 1537 (to be provided only in underground application).

Note: For pipe work of Automatic Sprinkler System inside the building, Stainless Steel Pipes and fittings of grade AISI 304 as per JIS standard 3448 are also permitted particularly where replacement of pipes is not easy like areas above false ceiling etc., subject to the condition that these pipes with associated fittings are suitable to safely withstand the system test pressures.

(d) (i) GI Pipe Medium Class (B-class) conforming to IS:1239 (For Drain)

(ii) Cadmium plated steel nuts/bolts/washers shall be used.

(iii) Flex drop of stainless steel metallic pipe with mounting accessories, frame for installation on false ceiling.

4.4 PIPE JOINTS

i) Electric welding joints shall be provided in the MS pipe work. Flanged joints shall be provided for connections to valves, pumps, air vessels etc. and also on straight lengths at suitable points to facilitate erection and subsequent maintenance.

ii) For connection of C.I. Pipe, fittings shall also be of C. I. heavy grade conforming to IS:1538. The flanges shall be smooth faced and neoprene gasket shall be provided between joints. All bolt holes in flanges shall be drilled. The drilling of each flange shall be in accordance with the relevant Indian Standards. Where un-avoidable and to connect underground pipe with risers, MS pipe may be used in the form of distant pieces. The joint between C.I. and MS pipe shall be flanged type. MS pipe laid at such locations shall be provided anti-corrosive treatment as per Para 7.5.

iii) Mild steel flanges shall be in accordance with Table - 17 of IS : 6392 i.e. "Plate Flanges for Welding" and flange thickness shall be as under. Gasket thickness shall not be less than 3 mm.

Pipe diameter	Flange Thickness
200 mm	24 mm
150 mm and 125 mm	22 mm
100 mm and 80 mm	20 mm
65 mm	18 mm
40 mm and below	16 mm

iv) Fittings installed underground shall be of cast iron 'heavy' grade conforming to IS 1538 whereas those installed above ground shall normally be of medium grade wrought steel or mild steel conforming to IS 1239 (Part 2) or malleable iron fittings conforming to IS 1879.

v) All hardware items such as Nuts, Bolts, Washers shall be of appropriate size. Washers shall be used on both sides of the bolt.

4.5 ANTI-CORROSIVE PROTECTION ON UNDER GROUND MS PIPE

Corrosion protection tape shall be wrapped on MS pipes to be buried in ground. This corrosion protection tape shall comprise of coal tar/asphalt component supported on fabric of organic or

inorganic fibre and minimum 4 mm thick and conform to requirement of IS:10221-Code of practice for coating and wrapping of underground mild steel pipe line. Before application of corrosion protection tape all foreign matter on pipe shall be removed with the help of wire brush and suitable primer shall be applied over the pipe thereafter. The primer shall be allowed to dry until the solvent evaporates and the surface becomes tacky. Both primer and tape shall be furnished by the same manufacturer. Corrosion protection tape shall then be wound around the pipe in spiral fashion and bounded completely to the pipe. There shall be no air pocket or bubble beneath the tape. The overlaps shall be 15 mm and 250 mm shall be left uncoated on either end of pipe to permit installation and welding. This area shall be coated insitu after the pipe line is installed. The tapes shall be wrapped in accordance with the manufacturer's recommendations. If application is done in cold weather, the surface of the pipe shall be pre-heated until it is warm to touch and traces of moisture are removed and then primer shall be applied and allowed to dry.

Holiday Testing for wrapping and coating is essential. Holiday testing may preferably be carried by flexible and detachable ring probe, which will enable the entire 360° of the surface of the pipe to be scanned.

At least 10 percent of all the welded joints shall be radio graphically tested and half of the joints radio graphed shall be the 'field joints'.

4.6 VALVES

Each pump shall be provided with a non-return valve and a sluice valve on the delivery side, the sluice valve being installed on the upstream side of the non- return valve. A pressure gauge shall also be provided between the pump and the non-return valve. The size of the non-return valve and cut off (sluice) valve shall not be less than the size of the initial delivery pipe and, in no case, less than the delivery outlet of the pump. No butterfly valves shall be installed inside the pump room. Sluice valve shall conform to IS: 780.

Butterfly valve, wherever used, shall conform to IS:13095.

All valves shall be suitable to with-stand the pressure in the system and rating shall be PN 1.6. All valves shall be right handed (i.e. handle or key shall be rotated clock wise to close the valve), the direction of opening and closing shall be marked and an open/shunt indicator fitted.

(i) The material of valves shall be as

under: Body - Cast iron
Disc - Cast Bronze or Stainless
Steel Seat - Either integral or
Nitrile rubber O-ring - Nitrite/
Silicon

(ii) Non return valves shall be swing check type in horizontal run and lift check type in vertical run of pipes.

(iii) Air release valves shall be of gunmetal body.

4.7 ISOLATION VALVES:

(i) Isolation valves shall be provided in the network to enable isolation of any section of the network without affecting the flow in the rest. These valves are distributed according to the general layout of the installation. The isolation valves shall be normally located near the loop junctions. Additional valves shall be provided in the segments where the length of the segment

exceeds 300 m.

(ii) Cut-off valves shall conform to IS 780 (PN 1.6 rating)/IS 14846, Class 3.

(iii) Butterfly valves can be accepted subject to the condition that the valves of diameter exceeding 150 mm shall necessary be of gear operated.

(iv) All Cut-off valves shall be of the right-hand type and enclosed in properly constructed surface boxes, at least 1 m² in area so as to allow for broken joints being easily remade. The top of the surface box shall be 80 mm above ground level, except where it is located on a road. Valve wheels shall have an arrowhead engraved or cast thereon showing direction for turning open and close. It is recommended that the position of the surface box be indicated by an iron plate painted fire red with distinct lettering. Such plates shall also show the open and close direction as cast or indicated on the valves and the serial number of the sluice valve.

(v) Locations where vehicles can pass shall be avoided for provision of valve below ground. (CPWD Specs Para 7.10 (xii))

(vi) In case of installations in earthquake prone zones, flexible couplings shall be used for jointing purposes at required locations.

4.8 Valves in fixed firefighting installations shall have supervisory switch with its signaling to fire alarm panel or to have chain(s), pad lock(s), label and temper-proof security tag(s) with serial number to prevent tempering/unauthorized operation. These valves shall be kept in their intended 'open' position.

4.9 STRAINERS

Stainless steel strainers shall have minimum 1 mm thick screen with 3 mm perforations. Strainers shall be provided with flanges.

4.10 ORIFICE PLATE

Orifice plate shall be made of 6 mm thick stainless steel and shall have an identification tag projecting beyond any flange between which it is clamped. The orifice shall be plain central hole without burs and diameter not less than one-half of the internal diameter of the pipe to which it is fitted.

4.11 INSTRUMENTS

(i) Pressure gauge of appropriate range and 150 mm diameter size shall be provided.

(ii) The pressure gauge shall be duly calibrated before installation and shall be complete with shut off valve.

4.12 AIR VESSEL

Air vessel shall be provided on top of each riser and shall be fabricated out of 8 mm thick M.S. Sheet. The ends shall be dished. This shall be of 250 mm diameter, 1.2 m high and installed vertically on suitable legs. The legs shall be provided with M.S. Plate of size 75 mm x 75 mm x 5 mm at the bottom so that the legs do not puncture the roof. The legs shall be grouted in CC foundation. Flange connection shall be provided for connection with wet riser pipe. Air release valve and pressure gauge with shut off valve shall be provided. The air vessel shall be tested at 25 kgf/cm² pressure before installation.

4.13 INSTALLATION

(i) The installation work shall be carried out in accordance with the detailed drawings prepared by the contractor and approved by the Engineer-in-charge.

(ii) In pipe above ground level, expansion loops or joints shall be provided to take care of expansion or contraction of pipes due to temperature changes.

(iii) Tee-off connections shall be through equal or reducing tees, otherwise ferrules welded to the main pipe shall be used. Drilling and tapping of the walls of the main pipe shall not be resorted to.

(iv) Open ends of piping shall be blocked as soon as the pipe is installed to avoid entrance of foreign matter.

(v) Piping installation shall be supported on or suspended from structure adequately. The contractor shall provide, clamps, hangers etc.

Proper lines and levels shall be maintained while installing exposed pipes.

(vi) Pipe supports in pump house shall be floor mounted and of mild steel/ G. I. Spacing of pipe supports shall not be more than that specified below:

Nominal Pipe Size (mm)	Spacing (m)
20 and 25	2.00
32 to 125	2.50
150 and above	3.00

Extra supports shall be provided at the bends and at heavy fittings like valves to avoid undue stress on the pipes.

(vii) Anti-vibration pads, springs or liners of resilient and non-deteriorating material shall be provided at each support, so as to prevent transmission of vibration through the supports.

(viii) Pipe sleeves of diameter larger than the pipe by least 50 mm shall be provided wherever pipes pass through walls and the annular spaces shall be filled with felt and finished with retaining rings.

(ix) (a) Vertical risers shall be parallel to walls and column lines and shall be straight and in plumb. Risers passing from floor to floor shall be supported at each floor by clamps.

5. AUTOMATIC SPRINKLER SYSTEM

This section covers the general requirement of selection, design, installation, testing, commissioning and maintenance of automatic sprinkler system for firefighting in buildings used for other than industrial, storage purpose, hotels and mercantile buildings.

References: For additional information regarding definitions, planning, design, hydraulic calculations, tables etc. following documents are to be referred to:

i. IS: 15105: Design and Installation and Maintenance of Fixed Automatic Sprinkler Fire Extinguishing Systems- Code of Practice (First Revision).

ii. IS: 9972: Specification for Automatic Sprinkler Heads for Fire Protection Service (First Revision).

5.1 INTRODUCTION

Firefighting systems for Wet Risers, Downcomers, and Wet Riser cum Downcomer are designed to be operated manually. Any delay in manual operation due to late detection or response could lead to the rapid spread of fire. In an automatic sprinkler system, sprinkler heads are installed throughout the protected areas at specified locations such as on roofs or ceilings, walls, between racks, and below obstructions. These sprinkler heads are connected to water supply lines that are permanently charged with water at a specified pressure. The sprinklers activate at a predetermined temperature, discharging water over the affected area to

provide sufficient coverage for controlling or extinguishing the fire. Only those sprinklers near the fire, which reach the necessary heat level, will activate. The operation of the sprinkler system triggers the flow of water, which in turn initiates the fire alarm. Therefore, sprinklers serve two primary functions: detecting the fire and distributing water to control or extinguish it. Water distribution from the ceiling cools the hot gases forming under the ceiling of the enclosure, helping prevent the fire from spreading to adjacent areas and containing the damage within a limited area.

5.2 CLASSIFICATION OF OCCUPANCIES AND PROVISION OF AUTOMATIC SPRINKLER FIRE SYSTEM

Sprinklers are provided in industrial and non-industrial buildings. The design of sprinkler installation depends upon type of occupancy. For the purpose of designing and installation of automatic sprinkler system, buildings are categorized under the following classes in IS: 15105.

- (a) Light hazard class
- (b) Moderate/Ordinary hazard class
- (c) High hazard class
- (d) Storage hazards

For details of classifications, IS:15105 is to be referred. Light Hazard Occupancies shall be understood as those with low fire loads and with materials within having low rates of heat release. Light Hazard Occupancies are of non-industrial type subject to the condition that “No single compartment greater than 210 m² are allowable within light hazard occupancies and such compartments shall be fire separated by walls having 30 min rating and doors. Otherwise the sprinkler system shall be designed as per Ordinary Hazard Occupancy.”

Office buildings (excluding store rooms), education institutions, hospitals (excluding kitchens, stores, utilities), libraries, museums, nursing homes, prisons and residential apartments are classified under light hazard occupancies.

Airport terminal buildings, car parking areas within building or basement, departmental stores/retail shops are classified under ordinary hazard class.

In order to satisfy above conditions, all buildings classified under Light Hazard shall be designed under Ordinary Hazard class. Accordingly, these specifications cover Ordinary Hazard class only.

5.3 PLANNING

Automatic sprinklers shall be installed wherever required in terms of Table 7 of Part-4, Vol-1 of NBC 2016 (amended up to date).

Automatic Sprinklers shall also be installed in false ceiling voids exceeding 800 mm in height. Ramps at all levels shall also be protected with sprinklers. Pressure in the sprinkler installation piping shall not exceed 7 bar and pressure at the most remote sprinkler at any level shall not be less than 0.5 bar and also not more than 5 bar.

5.3.1. Extent of Sprinkler Protection: Sprinklers shall be provided, but for following exceptions:

- a. Areas, rooms or places where the water discharged from a sprinkler may pose a fire or explosion or toxic hazard. In such areas alternative arrangement shall be made.
- b. Stairs, spaces below stair headings (but not rooms above a stair) and lift wells. Any part of the building not provided with sprinkler protection shall be fire separated by walls. Fire doors not less than 1 hour in fire resistance shall be provided in the opening of such walls.
- c. Construction of Health Facilities under ECRP-II (PKG-I) Vol-5 Tech Specifications Wash

rooms, toilets and WCs (but not cloak rooms) of area less than 5 m². If area of these rooms exceed 5 m², these shall be provided with sprinkler protection unless fire separated by walls and all openings in the walls are protected.

d. Sprinklers shall not be required in electrical equipment rooms where all of the following conditions are met:

- i. The room is dedicated to electrical equipment only.
- ii. Only dry-type electrical equipment is used.
- iii. Equipment is installed in a 120 minutes' fire-rated enclosure including protection for penetration in walls.
- iv. Cable coating is done in trays or trenches to prevent flame spread.
- v. Storage is not permitted in the room.

In addition, for firefighting provisions to be provided for Substation/Transformers, Electrical MV main distribution panel and lift panel Clause 3.4.6.3 and 3.4.6.4, Page-22-23 of NBC 2016, Vol-1, Part-4 may be referred to.

e. Rooms like server room or electrical control room where alternate protection by other automatic extinguishing systems, (for example gas, powder and water spray).

f. In areas having height 17 m or above such as in atria, sprinkler installations may be rendered ineffective and hence may be avoided.

5.3.2. The area to be protected by sprinkler is divided in to various zones. For detecting operation of sprinkler in a zone, flow switches are provided which are wired to an annunciation panel installed in the Fire Control Room. In the event of operation of sprinkler(s) in an affected area. The annunciation panel will give audio-visual alarm and indicate the affected zone. This arrangement will be independent of fire alarm system.

5.3.3. Design, Density and Assumed Maximum Area of Operation (AMAO): - This is different for different hazards classified in Para 13.4. For moderate hazard, water discharge shall be at least 5 litre/min/m² over an assumed area of operation covering 360 m².

5.3.4. Sprinkler Spacing, Arrangement, Distribution and Locations: - Sprinkler heads may be installed on ceiling and or side walls. For selection of number of sprinkler and their location in a given area, following factors shall be considered:

i. Maximum Area Coverage per Sprinkler

(a) Ceiling sprinkler: 12 m²

(b) Side Wall sprinkler:

- Combustible ceiling: 7.5 m²
- Non-Combustible ceiling: 9 m²

ii. Maximum Distance between Sprinklers

(a) Ceiling Sprinkler: 3.5 m

(b) Side wall sprinkler

- Combustible ceiling 2.7 m
- Non-combustible ceiling 3 m

iii. Minimum Distance between Sprinklers (for Ceiling as well as Sidewall sprinklers): 1.8m

In case of intermediate ceiling suspended sprinklers, protecting commodities in racks, distance lower than 1.8 m may be considered if necessary. Construction of Health Facilities under ECRP-II (PKG-I) Vol-5 Tech Specifications

iv. Maximum distance of sprinklers from end walls (for ceiling & sidewall sprinklers) shall not exceed half of the allowable distance between sprinklers

Note: For ceiling sprinklers:

(a) Where the external walls are combustible or built with metallic or otherwise or open sided; and in case of open joisted ceilings or where the roof has the rafters exposed, the distance between the boundary and the sprinklers shall not exceed 1.5 m.

(b) Distance shall be measured perpendicular to the wall.

v. Sprinklers shall not be located at a distance less than 100 mm from the wall (for ceiling sprinklers). Sprinklers shall not be located at a distance less than 100 mm from the end wall (for sidewall sprinklers)

vi. While designing sprinklers installation, the recommendation of sprinkler manufacturer shall be considered. Typical layout of side wall sprinklers shall be shown in shop drawings.

5.3.5. Spacing below Sprinkler Heads: Clear minimum space of 0.5 m shall be maintained below the deflector of sprinkler head.

6. TESTING

a. Initial Testing

i. During laying of pipes, the same shall be subjected to 10 kgf/cm² hydraulic pressure for a period of 24 hours, in sections.

ii. After completion of the work, all valves/ fittings shall be installed in position and entire system shall be tested for 24 hours at a pressure of 10 kgf/cm². The drop of pressure up to 0.5 kgf/cm² shall be accepted.

b. Final Testing

i. After completion, all operation checks as per norms in relevant Para shall be carried out for automatic operation of the systems. For this purpose, landing valves may be opened at different locations. The exercise shall be repeated couple of times to ensure trouble free operation of the system.

ii. **Flow Test:** The design flow of pumps shall be checked. The pump shall be operated after opening a number of landing valves at different locations. Design pressure is to be maintained in the pump house. Water discharge is to be measured by drop in level in UG tank for a certain period. All pumps shall be tested one by one. The flow rate shall be not less than as specified while maintaining the design pressure in pump house.

7. COMMISSIONING

Before commissioning, the entire firefighting system must be thoroughly flushed to remove any earth or foreign materials that may have entered during installation. This can be done by operating the pump and opening valves at various locations. Once the work is complete, the system shall be commissioned and made ready for use. The need for functioning firefighting installations is crucial, even during the occupancy phase of the building. If only part of the building is occupied, the completed firefighting system must be commissioned by isolating the system serving the under-construction areas. From the moment of commissioning, the firefighting system must be properly maintained and manned. Any defects identified during the warranty period must be promptly addressed by the contractor, ensuring the system is fully operational at all times.

8. TRAINING TO CLIENT'S PERSONNEL

The contractor shall conduct orientation and training sessions on the Fire Fighting System for

the client's personnel assigned to this task. Training will cover all aspects of operation, maintenance, and troubleshooting, and will be provided on mutually agreed-upon dates as per the instructions of the Engineer-In-Charge.

D. HVAC SYSTEM

GENERAL:

The tender Bill of Quantities (BOQ) may include any combination of Split AC systems, VRV/VRF Systems including indoor units such as Hi-Wall, Cassette, Ductable units, Air Handling Units (AHUs) etc. The specific HVAC system(s) required for this project will be clearly delineated within the BOQ. Bidders shall base their tender submissions on the system(s) indicated therein. The Contractor is required to follow the detailed specifications outlined in the BOQ, which take precedence and shall be read in conjunction with these general tender specifications. It is the Contractor's responsibility to thoroughly review and understand both this tender specification document and the BOQ in its entirety to ensure accurate and compliant bid preparation and project execution. All systems must comply with relevant Indian standards (IS, BIS, and IEC) and be energy-efficient, reliable, and suitable for the local climate.

1. SPLIT AC SYSTEMS

All Hi-Wall Split AC units shall operate with R-410A refrigerant or an environmentally equivalent alternative. The minimum Indian Seasonal Energy Efficiency Ratio (ISEER) ratings for each unit must correspond to the 3-star or 5-star energy rating specified in the BOQ, in accordance with the most recent standards by the Bureau of Energy Efficiency (BEE). Hi-Wall indoor units shall be equipped with auto-swing functionality and operate with low noise levels. Outdoor units must be weatherproof, corrosion-resistant, and designed for low-noise operation. Cassette-type units shall feature 4-way airflow distribution and a compact design for easy maintenance. Ductable units shall be designed for concealed installation and seamless integration with the building's ductwork system. The power supply requirements are 230V, 50Hz for smaller units and 415V, 50Hz three-phase for larger capacity units.

2. VRV/VRF SYSTEMS

VRV/VRF systems shall be modular and have a scalable capacity range, utilizing R-410A refrigerant. The system must meet the minimum ISEER rating as specified in the BOQ. It should incorporate heat pump functionality appropriate for varying climatic conditions, inverter-driven compressors, and individual zone control. Indoor units should be available in Hi-Wall, Cassette, Ductable, and Ceiling Concealed configurations. Outdoor units must be weatherproof, compact, and designed for low-noise operation. A centralized control system shall enable individual zone temperature adjustment. The system shall operate on a 415V, 50Hz, three-phase power supply.

3. AIR HANDLING UNIT (AHU)

All the AHUs supplied shall be factory-built. The AHU configuration, as detailed in the BOQ, shall be adaptable to either ceiling or floor mounting and shall be either a single-deck or double-deck type, contingent upon the specific requirements of the installation location. The AHUs shall be fully compatible with the intended system type, whether DX, VRF, or CHW. In addition to the specifications detailed herein, all other characteristics including tonnage, CFM, and external static pressure, must comply with the individual AHU requirements as defined in the BOQ. AHUs shall include the following components and features:

- The construction shall consist of double-skinned panels with a minimum thickness of 40 mm, with both inner and outer skins being 0.8 mm thick. The specific material—either pre-coated galvanized stainless steel (GSS) or aluminium sheet—will be as detailed in the Bill of Quantities (BOQ). The panels shall be filled with factory-injected polyurethane foam (PUF) insulation with a minimum density of 40 kg/m³. Thermal break aluminium extruded profiles shall be provided at all corners and joints to ensure thermal efficiency.
- The AHU shall be equipped with a two- or three-stage filtration system. The MERV rating for each stage, as well as any HEPA filter requirements, shall be as specified in the BOQ.
- Unless otherwise specified the cooling coil shall be a six-row DX cooling coil with aluminium fins and copper tubes for efficient heat transfer.
- A plug fan with a variable frequency drive (VFD) and a suitable IE3 class TEFC drive motor with IP55 protection, designed for 415V $\pm$ 10%, 50 Hz, three-phase AC supply shall be provided. The fan shall be Eurovent/AMCA certified.
- An 18-gauge stainless steel 304 drain pan with 19 mm NBR insulation and necessary drain connections shall be included.
- UV-C emitters with reflectors shall be mounted on the coil surface using removable extruded aluminum frames. The emitters shall be UL certified, capable of producing 254 nm wavelength radiation, and provide a minimum of 7.5 watts/sq. ft. of coil surface area for uniform distribution.
- Slip-in type tubular heaters with a step controller shall be provided inside the AHU. The heaters shall be arranged in two independently operating banks, one controlled by a humidistat and the other by a thermostat. Safety features such as a safety thermostat, air stat/airflow switch, and interlocking with the fan motor shall be included.
- The AHU shall include essential accessories and components, including a mixing box (if required) for blending fresh and return air, aluminium volume control dampers (VCDs) on air inlets and outlets to regulate airflow, and minimum two-bend GSS/PVC eliminators to prevent water carryover. Vibration isolation arrangements shall minimize noise and vibration. Safety and maintenance features include limit switches on access doors and an inspection lamp. AHU shall be equipped with an expansion valve, drier, complete with DX/VRF AHU kit, and a corded remote controller.

- The AHU shall be Eurovent/AHRI certified.
- The scope of supply shall include all necessary supporting GI hangers, MS angles, channels, nuts, bolts, washers, and other installation materials. All incoming power and control cabling, earthing, and interconnections between the AHU, strip heaters, and control panel shall also be included.
- The Contractor shall submit a comprehensive AHU datasheet for approval, detailing the proposed AHUs' specifications and demonstrating compliance with this tender document.

4. AHU CONTROL PANEL

The AHU control panel shall be a CPRI-approved (IEC 61439-1 and 2), factory-fabricated, wall-mounted unit designed to control the AHU and associated components. The panel shall include the following features:

- **Motor Control:** The panel shall incorporate a variable frequency drive (VFD) for fan motor control, along with a bypass DOL/star delta starter and a manual changeover switch for transitioning between VFD and DOL/star delta operations.
- **Control Elements:** The panel shall include contactors, overload relays (OLR), single-phase preventors (SPPR), control switches, and MCBs for AC units. It shall also feature a 24V AC power supply for fire interlock.
- **User Interface:** The panel shall have an auto/manual selection switch, ON/OFF push buttons, and indicator lamps for ON, OFF, and trip status.
- **Heater Control:** The panel shall include contactors and breakers for the heater banks, with necessary power and control wiring to maintain the desired temperature and relative humidity (RH%) as per the design conditions. The fan/blower motor shall be interlocked with the heaters to ensure that the heaters are powered only after the blower has reached full designed speed.
- **Safety and Monitoring:** The panel shall be equipped with a humidistat, thermostat, air stat/airflow switch, and safety thermostat for precise control and safety.
- **Wiring and Interconnections:** All necessary control and power cabling between the AHU and the panel shall be included in the scope of supply.
- **Data Sheets:** Contractor shall provide AHU panel drawings & data sheets for prior approval.

5. FANS

All ventilation fans, including inline and cabinet fans, must be AMCA certified for both air and sound performance. The material of construction and the static pressure rating shall conform to the specifications detailed in the BOQ. Installation shall be all-inclusive, incorporating an electronic speed regulator for single-phase fans. Three-phase fans shall utilize VFD-compatible motors and include a VFD starter panel. All related power and control wiring between the power supply and fan speed regulator/panel, a suitable enclosure, a plug top for connecting to the socket, mounting brackets, and all other necessary accessories must be incorporated in the installation.

6. THERMAL INSULATION

- The insulating material shall be a closed-cell elastomeric compound based on Nitrile Butadiene Rubber (NBR). The thermal conductivity of the elastomeric NBR insulation must not exceed $0.035 \text{ W/m}\cdot\text{K}$ when tested at a mean temperature of 20°C , following the procedures outlined in EN 12667. The insulation material shall have a density ranging from 40 to 60 Kg/m^3 .
- Prior to insulation, all duct surfaces must be thoroughly cleaned to remove contaminants, including grease, oil, and dirt. Accurate surface measurements should be taken to ensure precise cutting of the closed-cell elastomeric rubber sheets, with sufficient allowance for proper fitting. The insulation material must be installed under compression, without stretching. Apply a thin, uniform layer of adhesive to both the back of the insulation sheet and the prepared metal surface. Allow the adhesive to become tack-dry before carefully positioning the insulation sheet and pressing firmly to achieve a secure bond. All longitudinal and transverse joints shall be sealed in accordance with the insulation manufacturer's recommendations, using only the adhesive specified by the manufacturer.
- For ductwork installations directly exposed to solar radiation, a UV-resistant and mechanically protective coating, as recommended by the insulation manufacturer, shall be applied after allowing the adhesive to cure for 36 hours.
- All refrigerant and condensate drain lines shall be insulated as detailed herein, maintaining a 25 mm air gap between adjacent insulated chilled water or refrigerant surfaces. Prior to applying insulation, all pipes shall be cleaned and brushed to remove any surface contaminants (dirt, dust, mortar, grease, oil, etc.). Only the insulation manufacturer's recommended adhesive should be used for all applications.

7. ACOUSTIC INSULATION

To mitigate noise transmission, specified areas shall incorporate acoustic insulation with the following attributes:

- The acoustic insulation shall be of engineered, open-cell Nitrile Rubber foam. The insulation must demonstrate specific sound absorption capabilities as measured by Random Incidence Sound Absorption Coefficients (RISACs) across a range of octave band frequencies. Testing must adhere to the methodology defined in ISO 354. The insulation material shall be manufactured without the use of fibers. The acoustic insulation must possess a minimum density of 140 Kg/m^3 . The insulation shall incorporate an integrated anti-microbial agent during the manufacturing process. This agent must provide sustained protection against fungal and bacterial growth. The acoustic insulation shall exhibit a thermal conductivity not exceeding $0.047 \text{ W/m}\cdot\text{K}$ when tested at a temperature of 20°C . The insulation shall conform to a Class 1 rating for surface spread of flame. Additionally, it must comply with UL 94 (HBF, HF1 & HF2) flammability standards.

- Duct Acoustic Lining: For ductwork designated on the project drawings and listed in the Schedule of Quantities, an internal acoustic lining with a thickness of 10mm shall be applied. Unless otherwise specified, the lining shall extend for a minimum distance of 6 meters along the duct length or 30% of the total duct length, whichever is greater.

8. DUCT WORK – GENERAL SPECIFICATION

- All ducts shall be fabricated from either Galvanized Sheet Steel (GSS) conforming to IS: 277 or aluminium sheets conforming to IS: 737. The steel sheets shall be hot-dip galvanized with a MAT finish and a coating of minimum 120 grams per square meter (GSM) of zinc. GI sheets shall be lead-free, eco-friendly, and RoHS compliant.
- The thickness of sheets for the fabrication of rectangular ductwork shall be as follows. The thickness required corresponding to the longest side of the rectangular section shall be applicable for all four sides of the ductwork:

Longest Side (mm)	Minimum Sheet Thickness (GSS)	Minimum Sheet Thickness (Aluminum)
750 mm and below	0.63 mm	0.8 mm
751 mm to 1500 mm	0.8 mm	1.0 mm
1501 mm to 2250 mm	1.0 mm	1.5 mm
2251 mm & above	1.25 mm	1.8 mm

- All sheet metal connections, partitions, and plenums required for the flow of air through the filters, fans, etc., shall be at least 1.25 mm thick galvanized steel sheets in the case of G.I. sheet ducting or 1.8 mm thick aluminum sheets in the case of aluminum sheet ducting and shall be stiffened with 25 mm x 25 mm x 3 mm angle iron braces.
- Aluminum ducting shall normally be used for clean room applications, hospital works, and wherever high cleanliness standards are functional requirements.

8.1 ASSOCIATED ITEMS

- Supply/return air outlets, F.A. (Fresh Air) grilles, and accessories shall be constructed from extruded aluminum sections.
- Flanges for matching duct sections, stiffening angles (braces), and supporting angles shall be of rolled steel sections and shall be of the following sizes:

Application	Duct Width	Angle Size
Flanges	Up to 1000 mm	35 mm x 35 mm x 3 mm
-do-	1001 mm to 2250 mm	40 mm x 40 mm x 3 mm
-do-	More than 2250 mm	50 mm x 50 mm x 3 mm

Bracings	Up to 1000 mm	25 mm x 25 mm x 3 mm
-do-	More than 1000 mm	40 mm x 40 mm x 3 mm
Support Angles	Up to 1000 mm	40 mm x 40 mm x 3 mm
-do-	1001 mm to 2250 mm	40 mm x 40 mm x 3 mm
-do-	More than 2250 mm	RS section size decided individually

- Hanger rods shall be of mild steel and of at least 10 mm dia for ducts up to 2250 mm size, and 12 mm dia for larger sizes. All nuts, bolts, and washers shall be zinc-plated steel. All rivets shall be galvanized or shall be made of magnesium-aluminum alloy. Self-tapping screws shall not be used.

8.1.2 DUCTWORK FABRICATION AND INSTALLATION STANDARDS

- Ducts shall be fabricated either on-site or factory-fabricated, adhering to IS: 655 "Specifications for Metal Air Ducts," unless otherwise specified. The interior surfaces of the ducting shall be smooth to ensure efficient airflow. Ducts up to 600 mm on the longest side shall be cross-broken between flanges by a single continuous break. Ducts 600 mm and above shall be cross-broken by single continuous breaks between flanges and bracings. Alternatively, beading at 300 mm centers shall be provided for stiffening. Long-radius elbows and gradual changes in shape shall be used to maintain uniform velocity, reduce turbulence, minimize resistance, and lower noise. The ratio of duct size to the radius of the elbow shall not be less than 1:1.5. Flanged joints shall be used at intervals not exceeding 2500 mm. Flanges shall be welded at corners first and then riveted to the duct.
- Stiffening angles shall be fixed to the sides of ducts by riveting at 1.25 meters from joints for ducts 600 mm to 1500 mm, and 0.6 meters from joints for ducts larger than 1500 mm. Diagonal angles may be used as bracings for ducts larger than 1500 mm. Plenums for filters shall include a suitable access door of size 450 mm x 450 mm. Factory-fabricated ducts shall be supplied in L-sections, with lengths not exceeding 1800 mm for ducts with the longest side of 600 mm and above, and 3000 mm for smaller ducts.

8.1.3 AIR OUTLETS AND INLETS (SUPPLY AND RETURN)

- All air outlets and intakes shall be made of extruded aluminum sections, presenting a neat appearance and rigid mechanical joints. Square and rectangular wall outlets shall have a flanged frame with returned or curved edges (5 to 7 mm) and a flexible gasket between the flange and the wall face. Supply air registers shall have adjustable front louvers for vertical deflection (up to 22.5 degrees) and back louvers for horizontal spread (at least 45 degrees). Return air grilles shall have only front louvers. The outer framework shall be made of at least 1.6 mm thick aluminum sheet, with aerofoil-designed louvers of 0.8 mm thickness.
- Square and rectangular ceiling outlets/intakes shall have a flange flush with the ceiling or be of anti-smudge type. The outer shell shall be made of at least 1.6 mm thick

extruded aluminum, with a removable diffusing assembly. Linear diffusers shall have a flanged frame with returned edges (3.5 mm) and adjustable slots. The construction shall use at least

1.6 mm thick extruded aluminum sheet.

- Grilles and diffusers shall have grille bars set straight or deflected, assembled by mechanical interlocking to prevent distortion. Adjustable rear blades shall be provided for deflection. Supply air outlets shall include volume control devices with mill-finish/block-shade blades pivoted on nylon brushes to avoid rusting and noise. Opposed blade dampers shall be used for circular outlets, while radial/shutter-type dampers shall be used for square and rectangular outlets. All products shall be supported by manufacturer performance curves.

8.1.4 FRESH AIR INTAKES

Fresh air intake grilles shall be made of extruded aluminum sections. A bird wire screen of 12 mm mesh in 1.6 mm steel wire shall be fixed to the rear face of the louver frame.

8.1.5 FIRE DAMPERS

- Fire dampers shall be installed in all supply and return air ducts, return air passages, and at floor crossings. Access doors shall be provided before each set of fire dampers. Fire dampers shall be multi-blade louver type, constructed with at least 1.6 mm thick galvanized sheet, and factory-fitted in a 400 mm long sleeve. They shall include a locking device, motorized actuator, and control panel.
- Unless otherwise specified, Fire dampers shall be motorized smoke and fire dampers, equipped with a UL-stamped fusible link to close in case of temperature rise or fire alarm activation. An electric limit switch shall cut off power to the AHU blower motor and strip heaters upon damper closure. Fire dampers shall be CBRI tested and certified for 90 minutes of fire resistance as per UL 555-1995.
- Fire dampers shall be compatible with the building's fire detection system and operate automatically via an electric motor upon receiving a signal from the fire alarm panel. Wiring from the fire alarm panel to the AHU electric panel shall be provided by the department, while wiring from the AHU panel to the fire damper shall be provided by the air conditioning contractor.

8.1.6 INSTALLATION OF METALLIC DUCT

- Fabrication and installation shall be performed in a workmanlike manner. Ductwork shall be rigid and straight, free from kinks. All exposed ducts within the conditioned space shall utilize slip joints. Flanged joints are prohibited in these areas. All joints must be airtight.
- Ducts shall be independently supported from the building structure with adequate support to maintain their true shape. Support spacing shall not exceed 2 meters. In situations where ducts cannot be suspended from the ceiling, wall brackets or

alternative arrangements, as approved by the Engineer-in-Charge, shall be implemented. Neoprene or other vibration isolation packing, with a minimum thickness of 6 mm, shall be provided between the ducts and the angle iron supports/brackets. Vertical ductwork shall be suitably supported at each floor level by steel structural members.

- Where metal ducts or sleeves terminate in woodwork, tight joints shall be achieved using closely fitting heavy flanged collars. Where ducts pass through brick or masonry openings, wooden framework shall be installed within the openings, and the crossing ducts shall be equipped with heavy flanged collars on either side of the wooden framework to ensure a leak-proof duct crossing. Duct connections to the air-handling unit shall be established by inserting a double canvas sleeve, 100 mm in length. The sleeve shall be securely bonded and bolted to both the duct and the unit casing.
- Dampers shall be installed in branch duct connections to facilitate proper volume control and balancing of air quantities within the system, regardless of whether they are indicated in the drawings. Suitable links, levers, and quadrants shall be provided for the proper operation, control, and setting of the dampers. Every damper shall feature an indicating device that clearly displays its position at all times.
- Where electrical heaters are mounted within the duct, they shall be of the low-temperature, totally enclosed type, fitted with radiation fins. A removable panel shall be provided in the duct to allow access to the heaters. Any openings in the duct for electrical wiring must be equipped with suitable bushes to prevent leakage. A 6 mm thick asbestos board lining shall be installed around the inside of the duct for a distance of 30 cm on either side of the electrical heaters. A manually reset thermostatic safety switch shall be positioned near the duct section housing the heaters. Furthermore, the heaters must be interlocked with the connected fan motor of the AHU.

8.1.7 AIR OUTLETS AND INLETS

- The locations of the air outlets and intakes are indicated in the tender drawings. The air conditioning contractor shall provide the necessary openings and wooden framework for fixing the grilles. The location of these outlets/inlets is subject to change, and the approval of the Engineer-in-Charge must be obtained before final fixing of the grilles/diffusers. When installing fresh air intakes, no fixing devices shall be visible from the face of the frame.
- Where louvers are to be fixed in masonry or concrete, they shall be secured using either expanding plugs or raw plugs. Where louvers are to be fixed in steel or wood, non-ferrous screws or bolts shall be used. Supply air outlets and return air intakes shall be anodized/powder-coated aluminum in a color that matches the surrounding wall/ceiling. Fresh air intakes shall be anodized/powder-coated aluminum, subject to the approval of the Engineer-in-Charge. The paint color shall be approved by the Engineer-in-Charge.
- The air-conditioning contractor shall repair any damage to the finish of the structure that occurs during the installation work before handing over the installation to the

Department.

8.1.8 AIR BALANCING

Air systems shall be balanced to minimize throttling losses. The entire air distribution system shall be balanced with the help of an anemometer. Measured air quantities at the fan discharge and at the various outlets shall be within + 5 percent of the specified/quoted values. For fans greater than 0.75 KW (1.0 HP), fan adjustments must be made to meet design flow conditions. Branch duct adjustments shall be permanently marked after air balancing is completed to allow for restoration to their correct position if disturbed.

8.1.9 MEASUREMENT

- Duct measurements (for insulated ducts) shall be taken before the application of insulation. Ductwork shall be measured section-wise based on the external surface area, calculated by multiplying the axial length from flange face to flange face for each section by the corresponding duct perimeter at the center of that section length. Uniformly tapering straight sections shall be measured as described above. However, for special pieces like tees, bends, etc., surface area computations shall be performed according to the shape of such pieces.
- The quoted unit rate for external surfaces of ducts shall include all wastage allowances, flanges, gaskets for joints, vibration isolators, bracings, hangers and supports, inspection chambers/access panels, splitter dampers with quadrants and levers for position indication, turning vanes, straightening vanes, and all other accessories required to complete the duct installation per the specifications. These accessories shall not be measured separately.
- Grilles and diffusers (excluding linear diffusers) shall be measured by their cross-sectional areas, perpendicular to the airflow, excluding the flanges. Volume control dampers, where provided, shall not be accounted for separately.
- Linear diffusers shall be measured by linear measurements only, not by cross-sectional areas, and shall exclude flanges for mounting the linear diffusers. The supply air plenum for linear diffusers shall be measured as described above for ducting.
- Fire dampers shall be measured by their cross-sectional area perpendicular to the direction of airflow. Quoted rates shall include the necessary collars and flanges for mounting, inspection pieces with access doors, fusible links/solenoids with wiring, but excluding fire detectors, etc.

LIST OF APPROVED MAKES

Sl.	Item	Makes
1	Steel conduit	BEC/AKG/PRECISION/ATUL
2	PVC Conduit & Accessories	AvonPlast, Atul, Polycab, Precision, Balco, Konseal, Anchor
3	PVC Insulated CU, Conductor FRLS Wires/Cables	RR-KABEL/National/Ralison/Finolex/Polycab/Havells.

LIST OF APPROVED MAKES

Sl.	Item	Makes
4	Modular type Switches and Socket Outlet.	Clipsal/Legrand/Crabtree(Havells)/Wipro/MK
5	Step Type Electronic Regulators	Clipsal/Legrand/Anchor/WIPRO/Havells/Schneider
6	Single Phase Industrial Type Socket Outlet	Legrand/Siemens/ABB/Havells
7	LT Panel/M.V Cubicles Boards	L&T/Siemens/Schneider/Tricolite/Milestone/or CPRI Approved Panel Manufactures.
8	Air Circuit Breakers	L&T/Siemens/ABB/Schneider/GE
9	MCB's/Isolators/RCBO/RCCB	Legrand/C&S/L&T/ABB/Siemens/Schneider/Havells/HPL
10	MCCB	Siemens/ABB/Schneider/L&T/C&S/Legrand/HPL/Havells
11	Protection relays	L&T/ABB/Schneider/C&S/Siemens
12	Fuse Disconnect Switch/SFU/Fuse	L&T/Siemens/ABB/C&S
13	Multifunction meter	Schneider/Siemens/L&T/ELMeasure
14	LT Cables (XLPE)	Polycab/RRKabel/KEI/Bonton/Havells/Finolex
15	Rising Mains/BUS Trunking	Tricolite/L&T /Zeta /C&S
16	Acoustic Enclosure	Jakson/ Sudhir power/SuperNova
17	Anti-Vibration Mountings	Dunlop/Resistoflex
18	Light Fittings	Philips/ Bajaj/Crompton/Havells/Wipro
19	Ceiling fans	Orient/Crompton/Khaitan/Polar/Usha/Havells
20	Motor	Siemens/ABB/Crompton/Kirloskar
21	Exhaust Fan	Havells/Crompton/Anchor by Panasonic/Almonard/Bajaj
22	Servo Stabilizer	Approved ISI Standards
23	Indicating Meters	HPL/L&T/Meco/Rishabh/Universal/ABB
24	kWH, kW Meters/TOD	HPL/L&T/Enercon/Meco/Rishabh/Universal/ABB
25	Capacitor	L&T/Conzerv/SHREEM
26	Earth leakage relay	L&T/ELMEASURE/ABB
27	Battery Chargers	Uptron/Volstat Electronics/Statcon AE
28	Change over switch	L&T/C&S/Socomec/ABB
29	Diesel Generators	Cummins/Ashok Leyland/Kirloskar/TATA

LIST OF APPROVED MAKES

Sl.	Item	Makes
30	AMF	Siemens/C&S/Schneider
31	Transformer	ABB/Intrans/Unipower/KEL
32	Cast resin current Transformers:	AE/L&T /Kappa/ Rishab
33	Cable Trays/ Raceways	OBO/Legrand/Anant Power
34	UPS	
a	Upto 3 KVA	Microtek/APtech/Luminous/V-guard
b	Above 3 KVA	Microtek/Luminous/Hykon/Eaton/Numeric
c	Battery (150 Ah/160Ah)	Relicell/Exide/Luminous/Amaron/Eveready
35	Lifts/ Dumb Waiters/Escalators	Otis /Kone/ Mitsubishi/ Scheindler/ Thyssenkrupp
	ELV(EXTRA LOW VOLTAGE)	
36	CCTV/ NVR/DVR	Hikvision/CP Plus/Dahuva/Honeywell.
37	CCTV Cable	Polycab/finolex/Hikvision/V-Guard
38	LED TV/SMART TV	Samsung/LG/Panasonic/Sony.
39	Routers	Alcatel/Cisco/TPLINK/NETGEAR/D-Link
40	Cat 6/6a Cable.	Finolex/D-Link/Polycab/V-guard
41	Socket, Keystone Module & Face Plate	Havells/Schnieder/ Honeywell/Indo Asian/Legrand
42	Speaker Wire	Finolex/MX/Polycab/V-guard.
43	Network rack	Legrand / D Link / Netrack / Wal Rack
44	Server PC	DELL / HP / Lenovo
45	Hard Disk	Seagate / Toshiba /WD
46	Network switch/POE switch & Wifi access points	Netgear/Cisco/Alcatel/ D-Link/TPLINK/Hikvision
47	Door Controller, Card Reader, Biometric Reader, Access Control Server Software, Smart card	Honeywell/Siemens /ESSL/ZKTeco/Biomax
48	PA System, Amplifier, PA Speaker, Voice Controller, Paging Station, Microphone	AHUJA/Bosch/ Honeywell/Yamaha
49	PVC Conduits & Raceways	Balco/TOMS/Finolex/Modi's/Precision
50	Video Conferencing System & Secondary Camera	Logitech/Jabra/Polycom/Sony
51	RG-6, RG-11 Wire/ Coaxial Cables	Finolex/KEI/Polycab/Havells/DLINK

LIST OF APPROVED MAKES

Sl.	Item	Makes
52	Digital/ANALOG PHONES/ Handsets/IP	Beetel /Panasonic /Alcatel
53	IPABX / EPABX System	CRYSTAL/Alcatel/ Matrix/ Panasonic/Coral
	FIRE ALARM AND DETECTION SYSTEM	
54	Smoke detector/Heat detector	Honeywell /Minimax/Ravel/ADT/Siemens/Agni
55	Fire Alarm control Panel	Honeywell /Minimax/Ravel/ADT/Siemens/Agni
56	Response indicator/Fault isolators/sounder/Manual Point/Phone control module	Honeywell /Minimax/Ravel/ADT/Siemens/Agni
57	Talk back unit	Honeywell /Minimax/Ravel/ADT/Siemens/Agni
58	Fire alarm cable	RR-Kabel/Finolex/V-guard/PolyCab/Valuecon
59	Fire Extinguisher	Minimax/New age/Vijay/Cease fire/Superax/Safex
	FIRE FIGHTING SYSTEM	
60	G.I./M.S. Heavy Class Pipe	Jindal-Hissar, Tata, Prakash
61	Gate, Butterfly, Air Release Valve	Leader, Zoloto, Castle, Sant, Crescent, Fouress, Audco, Viking
62	Forged Steel Fittings	True Forge, Sant, Zoloto
63	SS/Brass/Gunmetal Ball Valve (Fullway Check and Globe Valves)	Sant, Zoloto, Leader
64	C.I. Double Flanged Sluice Valve	Zoloto, AIP, Kirloskar
65	Fire Hose Pipes	Newage, Minimax, Safex, Ceasefire, Superex, Safeguard
66	Fire Hydrant Valves	Minimax, Safex, Ceasefire, Newage, Safe Guard, Kanex, Superex, Agni, AAAG
67	Sprinkler Heads	Tyco, Viking, HD, Grinnel, Life Guard, Getech, Newage
68	Sluice and Non-return/Check Valve	I.V.C., Kilburn, Zoloto, Castle, Sant, KSB, Kirloskar, Leader, Crescent, AIP
69	First Aid Fire Hose Reels	Minimax, Safex, Ceasefire, Newage, Safe Guard, Kanex, Safe Fire, Superex.
70	Horizontal Centrifugal/Fire Pumps	Mather & Platt (WILO), GRUNDFOS, Kirloskar, Beacon
71	Diesel Engine	Cummins, Ashok Leyland, Caterpillar, Kirloskar
72	Electric Motors	GEC, Siemens, ABB, Crompton
73	G.I. Fittings	Unik, K.S., Zoloto
74	Yard Hydrant Stand Post	Eversafe, Safe fire, Minimax, Newage, Safe Guard

LIST OF APPROVED MAKES

Sl.	Item	Makes
75	Pressure Gauge	H.GURU, Fiebig, HD, Manometer, GIC, Emerald, WIKA
76	Flow Switch	Potter, Safex, system sensor, Rapid flow, TRAC, Levcon, Switchgear, Honeywell, Siemens.
77	Pressure Switch	Indfoss, Switcher, Honeywell, Vexma Trafag, Danfoss, H-Guru, Switzer, Waaree
78	Fire Suppression System	KANEX, SVS Buildwel (p) ltd
79	Sprinkler Flexible Drops	VICTAULIC, SMITH COOPER, ANVIL, Tyco, HD, Agni
80	Branch Pipe	New Age, Steelage, Minimax, Superex, Safeguard
81	First Aid Hose Reel Drum	New Age, Minimax, Vijay
82	Alarm Valve & Hydraulic Alarm Motor	HD, Mather & Platt, Central Spray Safe, Grinnel
	HVAC	
83	Split AC Units (Hi Wall / Cassette Units / Ductable Split)	Hitachi, Daikin, Toshiba, Trane, O-General, Mitsubishi Electric, Voltas, Bluestar, Carrier
84	DX Condensing Unit	Hitachi, Daikin, Toshiba, Trane, O-General, Mitsubishi Electric, Voltas, Bluestar, Carrier
85	VRV/VRF	Hitachi, Daikin, Toshiba, Trane, O-General, Mitsubishi Electric, Voltas, Bluestar, Carrier
86	Air Handling Units	Flaktwood, Trane, Systemair, VTS, Edgetech, Zeco, Citizen, Euroclima
87	Circular Inline Fans / Cabinet Fans	Systemair, Greenheck, Kruger, Nicotra, Flakt, Comefri, Ostberg, Airmaster
88	Variable Frequency Drives	Siemens, Danfoss, ABB, Schneider, Yaskawa, Fuji Electric
89	Factory Fabricated Ducting	Zeco, Rollastar, Multiline, Sevenstar, Western Air
90	GI Sheets/Ducting	SAIL, Jindal, Tata
91	Aluminium Sheets/Ducting	SAIL, Jindal, Tata, Hindalco
92	Nitrile Rubber Insulation	Armacell, K Flex, ALP Aeroflex
93	Grilles / Diffusers / Louvers	Systemair, Greenheck, Ruskin, Titus, Dynacraft, Cosmos, Ravistar, Airmaster
94	Fire Dampers / Volume Control Dampers	Systemair, Greenheck, Ruskin, Titus, Dynacraft, Cosmos, Ravistar, Airmaster
95	Drain Pumps	Aspen
96	Electrical Panels	CPRI Approved Make List
97	Laminar Airflow Hood	Thermadyne, AAF, Camfil
98	MERV Filters	Spectrum, Camfil, Pyramid, EMW, AAF, Klenzaid, Thermadyne, Aerofil
99	HEPA Filters	Spectrum, Camfil, Pyramid, EMW, AAF, Klenzaid, Thermadyne, Aerofil
100	Magnehelic Gauges	Dawson, Omicron

LIST OF APPROVED MAKES

Sl.	Item	Makes
101	Stabilizer	V-Guard/V-stab / Microtek
102	Thermostat / Humidistat	Honeywell, Johnson Control, Siemens, Danfoss, Schneider, Omicron, Belimo
103	Copper Piping	Mexflow, Mandev, Rajco, Totaline
104	Drain Piping	Supreme, Astral, Finolex, Prince
105	Communication Cable / Power Cable	Polycab, RR Kabel, KEI, Havells

Note:

1. Change of any make of material in case of its non-availability or any other such reason shall be at the discretion of the Engineer-in-charge. The Contractor shall not be allowed to change the makes without their prior permission.
2. Equivalent make of any item may be added with the approval of Engineer in charge, wherever makes have not been specified for certain items, the same shall be as per BIS and as per approval of Engineer.
3. In case of items for which approved make is not given above, the Contractor shall place the order with the prior approval of the Engineer-in-charge.
4. In case of Contradiction between the approved makes/brands specified above and mentioned in the Specifications /Bill of quantities. The decision of the Engineer-in-Charge shall be final and binding on the Contractor.
5. All materials should confirm to relevant standard and codes of BIS and shall have ISI mark.

SIGNATURE & SEAL OF THE BIDDER

PART VI

SCHEDULE

F GENERAL RULES & DIRECTIONS:

Officer inviting tender: **Deputy Vice President (P&S)
Hi-care Division,
HLL Lifecare
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(vi) Engineer-in-Charge (EIC) - Officer nominated by HLL

2(viii) Accepting Authority - Competent authority of HLL as per DOP

2(x) Percentage on cost of materials and labour to cover all overheads and profits.

15% 2(x)(a) Standard Schedule of Rates - DSR 2021 for Civil work & DSR 2022 for E&M work

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 7 days
- ii. Maximum allowable extension with late fee @ 0.1% per day of Performance Guarantee amount beyond the period provided in above 15 days

Clause 2

Authority for fixing compensation under clause 2: Competent authority of HLL as per DOP

Clause 2A

Applicable clause 2/ Clause 2A

Yes / No

Clause 5

Number of days from the date of issue of letter of acceptance for Reckoning date of start Mile stone(s) as per table given below:-	First date of handing over of the site or 15th day from the date of issue of Letter of Acceptance (LOA) whichever is later.
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SN	Description of Milestone (Physical)	Time Allowed in days (from date of start)	Amount to be with-held in case of non-achievement of milestone

	Milestone shall be submitted by the contractor within 7 days from the date of LOA to the Engineer in charge and it shall be mutually finalized by the Engineer In Charge and the contractor
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Authority to decide:

- i. Extension of time: Competent Authority of HLL as per DOP
- ii. Rescheduling of milestone: Competent Authority of HLL as per DOP
- iii. Shifting of date of start in case of delay in handing over of site: Competent Authority of HLL as per DOP

Clause 6

Computerised Measure Book (CMB)

(i) Mode of measurement: CMB

Clause 7

Gross work to be done together with net payment /adjustment of advances for material collected, if any, since the last such payment for being eligible to interim payment	Rs.30 Lakhs or as per the direction of EIC.
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Clause 7A

Whether clause 7A shall be applicable:

Yes

Clause 8A

Authority to decide compensation on account if contractor fails to submit completion plans	Competent authority of HLL as per DOP
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Clause 10A

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

Contractors are advised to provide Field Testing Equipment in required number so that Quality of work does not suffer due to shortage of Equipment. (Refer Annexure-35 of Quality Assurance Manual 2022 of CPWD)

In addition, contractor shall also provide testing equipment as per the requirement & direction of EIC.

Clause 10B(ii)

Whether Clause 10B(ii) shall be applicable -

No Clause 10 C –Not Applicable

Clause 10 CC –Not Applicable

Clause 11

Specifications to be followed for execution of work

Technical Specifications (Part V) of the tender documents and CPWD Specifications with up to date correction slips, (up to date floating of tender) / Technical Specifications ((Part V) of the tender documents /specification approved by Engineer in charge.

Clause 12

Authority to decide deviation up to 1.5 time of tendered amount: Competent authority of HLL as per DOP

12.2 & 12.3

Deviation Limit beyond which clauses 12.2 & 12.3 shall apply for building work	25%
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12.4

(i) Deviation Limit beyond which clauses 12.2 & 12.3 shall apply for foundation work (except items mentioned in earth work subhead in DSR and related items)	25%
ii) Deviation Limit for items mentioned in earth work subhead of DSR and related items	100%

Clause 16

Competent Authority for deciding reduced rates: **Deputy Vice President (P&S)**

Clause 18

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

As per requirements of Description of work in BOQ and Provisions in Clause in required number so that Quality and progress of work does not suffer due to shortage of machinery, tools and plants. In addition, contractor shall also provide machinery, tools and plants as per the requirement & direction of EIC

Clause 19C Competent authority of HLL as per DOP to decide penalty for each default **Clause 19D** Competent authority of HLL as per DOP to decide penalty for each default **Clause 19G** Competent authority of HLL as per DOP to decide penalty for each default **Clause 19K** Competent authority of HLL as per DOP to decide penalty for each default

Clause 25

- i. Conciliator: Competent Authority of HLL
- ii. Arbitrator Appointing Authority: Competent Authority of HLL
- iii. Place of Arbitration: Corporate Head Office, Poojappura

Clause 32**Requirement of Technical Representative(s) and recovery Rate**

SN	Minimum Qualification	Discipline	Designation	Minimum Experience in years	Minimum (No.)	Rate at which recovery shall be made from the contractor in the event of not fulfilling provision of clause 36(i)	
						Figures (Rs)	Words (Rs)
1	Graduate Engineer or Diploma Engineer	Civil/ Electrical	Project Planning/ Quality/ Billing engineer	1 or 2 respectively	1	Rs.15,000/per month per person	Rupees Fifteen Thousand per month per person

Note: The personnel above to be in position at site as per requirements at project site or within 15 days of directions of Engineer-in-Charge whichever is earlier

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

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

Clause 38

- (i) (a) Schedule/statement for determining theoretical quantity of cement & bitumen on the basis of Delhi Schedule of Rates 2021 printed by C.P.W.D.
- (ii) Variations permissible on theoretical quantities:
- (a) Cement
- For works with estimated cost put to tender not more than Rs. 25 lakh. : 3% plus/minus.
- For works with estimated cost put to tender more than Rs. 25 lakh. : 2% plus/minus.
- (b) Bitumen All Works 2.5% plus & only & nil on minus side.
- (c) Steel Reinforcement and structural steel sections for each diameter, section and category 2% plus/minus
- (d) All other materials Nil

Provision of Independent External Monitors

- Threshold value (Estimated cost put to tender) at and above which Integrity Pact would be applicable Rs. 10 Crore

- Particulars of IEMs appointed by CVC:

SN	Name of IEM	Address
1	Shri. Ravi Dutt Kamboj, IFoS (Retd.),	HLL Bhavan, Poojappura, Thiruvananthapuram, Kerala - 695012