



**TENDER FOR**  
**SUPPLYING INSTALLATION TESTING AND**  
**COMMISSIONING OF AIR CONDITIONING SYSTEM AT**  
**STUDIO ROOM, JIPMER ACADEMIC CENTRE (JAC),**  
**JAWAHARLAL INSTITUTE OF POSTGRADUATE MEDICAL**  
**EDUCATION AND RESEARCH (JIPMER),**  
**TERTIARY EDUCATIONAL INSTITUTION IN PONDICHERY, INDIA**

**HLL INFRA TECH SERVICES LIMITED (HITES)**  
**(Subsidiary of HLL Lifecare Limited**  
**A Government of India Enterprise)**

HLL Bhavan, Poojappura P.O  
Thiruvananthapuram - 695 012  
Kerala, India  
Ph: +91-471 2354949  
Fax : +91-471 2354949  
Email: [info@lifecarehll.com](mailto:info@lifecarehll.com)  
Website: [www.hllhites.com](http://www.hllhites.com)

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## HLL INFRA TECH SERVICES LIMITED (HITES)

(Subsidiary of HLL Lifecare Limited

A Government of India Enterprise)

### TENDER NOTICE

Tender Notice No. : HITES/FM/JIP/HVAC/2018-19/001 Dated: 28.02.2018

**HLL Infra Tech Services Limited** on behalf of JIPMER invites item rates tenders under Two Bid System for the following works from the appropriate class who have satisfactorily completed similar works during the last five years, ending last day of the month previous to the one in which the Tenders are invited at least three similar works\*\* of costing not less than the amount equal to 40% of the estimated cost put to Tender or two similar works\*\* costing not less than the amount equal to 60% of the estimated cost put to Tender or one similar work\*\* of aggregate cost not less than the amount equal to 80% of the estimated cost put to Tender.

| SL No | NIT No. | Name of work & location   | Estimated cost put to Tender (INR) | Earnest Money (INR) | Time of completion | Last date & time for submission of technical & price bid. | Time & date of opening of technical bid |
|-------|---------|---|------------------------------------|---------------------|--------------------|---|---|
| 1     | 1       | Supply Installation Testing and Commissioning of Air Conditioning system at Studio Room, Academic Centre, Jawaharlal Institute of Postgraduate Medical Education and Research (JIPMER), Dhanvantri Nagar, Gorimedu, Puducherry, 605006. | 14.19 lakhs                        | 28390               | 60 days            | Upto 15:00 Hrs<br>14.03.2018                              | At 15.30 Hrs<br>on<br>14.03.2018        |

\* Appropriate class means registration limit must be equal or more than estimated cost put to tender.

\*\* Similar works means relevant HVAC Works.

1. The intending bidder must read the terms and condition carefully. He should only submit his bid if he considers himself eligible and he is in possession of the entire document required.

2. The bid document consisting of plans, specifications, the schedule of the quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents can be downloaded from website [www.hllhites.com](http://www.hllhites.com).
3. Certificate of Financial Turnover: At the time of submission of bid, contractor may submit the balance sheets & P&L statements of last three years duly certified by the chartered accountant in the bid document and further details if required may be asked from the contractor after opening of the technical bid. There is no need to submit entire voluminous balance sheet.
4. The technical bid shall be opened first on due date and time as mentioned above. The time and date of opening of financial bid of contractors qualifying the technical bid shall be communicated to them at a later date.
5. Tender documents downloaded from [www.hllhites.com](http://www.hllhites.com) or [www.lifecarehll.com](http://www.lifecarehll.com) must be submitted on payment of a sum of Rs.500/- in the form of Demand Draft and should be of nationalized bank only in favour of '**HLL Infra Tech Services Limited**', payable at Trivandrum. The Tender must be accompanied by the EMD of the respective works in the form of Demand Draft should be of nationalized Bank only in favour of '**HLL Infra Tech Services Limited**', payable at Trivandrum. Tender Document Cost is Non-refundable & Non-transferable. Tenders not accompanied by Cost of Tender document and Earnest Money in the prescribed form shall be summarily rejected.
  - a. Completed Tenders containing two covers of technical bid and price bid.
  - b. Bids are received in **HITES Facility Management Office, Super Specialty Block, JIPMER, Dhanwantri Nagar, Gorimedu, Puducherry** at the fixed time and the date indicated in the NIT. The Tenderer will be at liberty to be present either in person or through an authorized representative at the time of opening of the Technical Bid with the Bid Acknowledgement Receipt. Price Bids of only those tenders shall be opened whose technical bids qualify, at a time and place of which notice will be given. The Tenderer technically qualified will be at liberty to be present either in person or through an authorized representative at the time of opening of the Price Bids with the Bid Acknowledgement Receipt.
6. HITES reserves the rights to accept any tender or reject any or all tenders or split up the work between more than one tenders without assigning any reason whatsoever.
7. The detailed Tender Notice can be downloaded on our website [www.hllhites.com](http://www.hllhites.com) or [www.lifecarehll.com](http://www.lifecarehll.com).

**Signature of Chief Engineer  
Facility Management Division  
For and behalf of the HITES**

**Eligibility Criteria:**

- The minimum average annual turnover of the bidder shall be 50% of the estimated cost for the last 3 consecutive financial years ending on 31.03.2017.
- The bidder should be GST registered and shall submit a copy of the GST registration certificate.
- The bidder shall submit a copy of the ESI/ EPFO registration certificates.

**Submission of Tender**

The tender document shall be submitted in two parts.

**1. Part I - TECHNICAL BID.**

The following documents are to be submitted within the period of bid submission furnished by the Contractor along with Technical Bid as per the tender document:

- i) Demand Drafts towards the cost of Tender Document and Earnest Money Deposit.
- ii) Copy of valid registration certificate of appropriate value issued by any Organisation as Specified in Tender Notice.
- iii) Copies of Registration certificate under Indian Partnership Act in case of Partnership Firm/Company Incorporation certificate in case of Ltd. Company/Affidavit in case of proprietary firm along with power of attorney and other documents as per the conditions stipulated under the General Rules & directions for the guidance of contractors in the tender document.
- iv) Copies of experience/work completion certificates of required amount as per the conditions of Tender Notice.
- v) Tender Acceptance Letter in the firm/Company letterhead duly filled & signed by the Authority with a seal of Firm/Company.
- vi) Copy of PAN Card.
- vii) Copy of Goods and Services Tax registration certificate.
- viii) Copy of balance sheets / Profit and Loss statement for previous three years duly certified by Chartered Accountant.

**2. Part II - PRICE BID.**

Completed Price bid

## HLL INFRA TECH SERVICES LIMITED (HITES)

(Subsidiary of HLL Lifecare Limited  
A Government of India Enterprise)

### NOTICE INVITING TENDER

HLL Infra Tech Services Limited invites sealed tenders in prescribed format are invited from the experienced vendors for "Supplying Installation Testing and Commissioning of Air Conditioning system at JIPMER Academic Centre, Jawaharlal Institute of Postgraduate Medical Education and Research (JIPMER), Dhanvantri Nagar, Gorimedu, Puducherry, 605006"

#### SALIENT FEATURES OF THE BID:

| Sl. No. | Particulars   | Detailed of Tender   |
|---------|---|--|
| 1       | <b>Tender Notice No.</b>                                    | HITES/FM/JIP/HVAC/2018-19/001 Dated: 28.02.2018  |
| 2       | <b>Name of the Work</b>                                     | Supplying Installation Testing and Commissioning of Air Conditioning system at JIPMER Academic Centre, Jawaharlal Institute of Postgraduate Medical Education and Research (JIPMER), Dhanvantri Nagar, Gorimedu, Puducherry, 605006                    |
| 3       | <b>Tender Fee</b><br><b>[Nonrefundable]</b>                 | Rs. 500/- D.D.<br>D.D. should be of nationalized Bank only in favour of ' <b>HLL Infra Tech Services Limited</b> ', payable at Trivandrum  |
| 4       | <b>Availability of tender</b>                               | The Tender documents can be obtained from the HITES Facility Management Office, Super Specialty Block, JIPMER, Dhanwantri Nagar, Gorimedu, Puducherry, 605006 between hours of 11.00 A.M. & 04.00 P.M every day except on Sundays and Public holidays. |
| 5       | <b>Approximate Cost of work</b>                             | Rs. 14,19,450.00/-   |
| 6       | <b>Earnest Money Deposit</b>                                | Rs. 28,390/- By D.D. of Nationalized Bank only in favour of ' <b>HLL Infra Tech Services Limited</b> ', payable at Trivandrum and to be enclosed along with technical bid only , failing which tender will not be considered as a valid tender         |
| 7       | <b>Performance Guarantee</b><br>(for the successful bidder) | 5% of contract value   |

|                |  |   |
|----------------|--|---|
| 8              | <b>Security Deposit</b><br>(for the successful bidder) | Security Deposit will be deducted from RA bills @ 5% of the value of the contract amount. |
| <b>Sl. No.</b> | <b>Particulars</b>                                     | <b>Detailed of Tender</b>   |
| 9              | <b>Completion period of the Work</b>                   | 60 (Sixty) days from the date of issue of letter of acceptance.                           |
| 10             | <b>Date of Issue of Bid Documents</b>                  | From 28.02.2018 to 14.03.2018 during office hour  |
| 11             | <b>Date of Submission of Bid Documents</b>             | Up to 14.03.2018, Time: 15.00 Hrs   |
| 12             | <b>Date of Opening of Technical Bid</b>                | On 14.03.2018, Time: 15:30 Hrs  |

**IMPORTANT NOTE:**

1. Contract documents consisting of the detailed plans, complete specifications, the schedule of quantities of the various classes of work to be done, and the set of 'Conditions of Contract' to be complied with by the person whose Tender may be accepted; which will also be found printed in the form of Tenders, can be downloaded from website [www.hllhites.com](http://www.hllhites.com) or [www.lifecarehll.com](http://www.lifecarehll.com).

2. The bid submitted shall become invalid and cost of bid shall not be refunded if:

- (i) The bidder is found ineligible.
- (ii) The bidder does not submit all the documents as stipulated in the bid document.

3. If the amount of an item is not worked out by the contractor or it does not correspond with the rate written either in figure or in words then the rate quoted by the contractor in words shall be taken as correct.

Where the rates quoted by the contractor in figures and in words tally but the amount is not worked out correctly, the rate quoted by the contractor will be taken as correct and not the amount.

4. Each tender must be accompanied by an Earnest Money @ 2 % Value of contract amounting Rs.28,390.00 in the form of Demand Draft in favour of '**HLL Infra Tech Services Limited**'. Any of the information furnished by him/her is found to be incorrect or false, the Earnest Money Deposited by him shall stand forfeited, without prejudice to any other rights and remedies of the HITES under the contract and Law, and the Tenderer will be liable for any loss suffered by the HITES on account of its withdrawal/modification etc. besides forfeiture of EMD. He will also be debarred from participating in any other Tender Enquiry with HITES for a period of five years.

5. The successful Tenderer has to deposit an amount equal to @ 5% of the Tendered and accepted value of the work (without any limit) as Performance Guarantee in the form of:

- (i) Cash in case of guarantee amount is less than Rs.10, 000/- (Rupees Ten Thousand only)

(ii) Deposit of Call Receipt/Banker's cheque/Demand Draft/Pay Order of Scheduled Bank in case the guarantee amount is less than Rs.1, 00,000/- (Rupees One lakh).

(iii) An Irrevocable Bank Guarantee bond of any Scheduled Bank or State Bank of India in the prescribed Form in case the guarantee amount is more than Rs 1, 00,000/- (Rs. One Lakh).

The time allowed for submission of the Performance Guarantee by the contractor shall be 7 Days of issue of the Letter of Acceptance. This period can be further extended, if required by the Engineer-in-Charge for a maximum period ranging from 3 to 7 days at the written request of the contractor. The date of start of work may accordingly be fixed reckoning it after 7 days from the date of issue of letter of acceptance.

NOTE: - If the Tenderer who's Tender considered for acceptance fails to furnish the prescribed Performance Guarantee within prescribed period the EMD will be absolutely forfeited by HITES.

6. The contractor whose Tender is accepted will be required to furnish by way of Security Deposit for the due fulfillment of his contract sum as under :-

- I. @ 5% of the Tendered value of contract put to Tender without limit. The Security Deposit will be collected by deduction @ 5% (five percentage) from the running bills of the contractor and the Earnest Money, if deposited at the time of Tender will be treated a part of Security Deposit. The Security Deposit will be in addition to the Performance Guarantee.
- II. The Security Deposit shall not earn any interest. If the successful tenderer had previously held any contract and furnished security deposit, the same shall not be adjusted against this tender and a fresh security deposit will be required to be furnished.

7. The acceptance of a Tender will rest with the competent authority, which does not bind him to accept the Lowest Tender and reserves to himself the authority to reject any or all of the Tenders received without assigning any reasons. All Tenders in which any of the prescribed conditions are not fulfilled, or are incomplete in any respect are liable to be rejected.

8. Conditional tenders/ offers are liable to be summarily rejected.

9. Canvassing in connection with Tenders is strictly prohibited and the Tenders submitted by the contractors who resort to canvassing will be liable to rejection.

10. All rates shall be quoted only on the proper form of the Tender.

11. On acceptance of the Tender, the name of the accredited Representative(s) of the contractor who would be responsible for taking instruction from the Engineer-in-Charge shall be communicated to the Engineer-in-Charge.

12. Special care should be taken to write the rates in figures as well as in words and the amount in figures only, in such a way that interpolation is not possible. The total amount should be written both in figures and the words. In case of figures, the words 'Rs' should be written before the figures and the words. In case of figures, the word 'Rs' should be written before the figures of rupees and word 'P' after the decimal figures e.g. 'Rs.2.15 P, and in case of words, the word 'Rupees' should precede and the word 'Paisa' should be written at the end. Unless the rate is in whole rupees and followed by the word 'only' it should invariably be up to two decimal places.



13. HITES does not bind itself to accept the Lowest or any Tender and reserves to itself the right of accepting the whole or any part of Tender and the Tenderer shall be bound to perform the same at the rates quoted.

14. No Engineer of Gazetted rank or other Gazetted Officer employed in Engineering or administrative duties in a Engineering Department of the Government of India is allowed to work as a contractor for a period of two years of his retirement from Government service without the previous permission of the Government of India. This contract is liable to be cancelled if either the contractor or any of his employees is found at any time to be such a person who had not obtained the permission of the Government of India as aforesaid before submission of the Tender or engagement in the contractor's service.

15. Tender for works shall remain open for acceptance for a period of 90 (Ninety) days from the date of opening of Tenders and with a provision that it shall be further extendable for 45 days, should the Tenderer fail to keep the Tender open for acceptance as stated above or if the Tenderer withdraws his Tender before the expiry of the said period or makes any modifications in the terms and conditions of the Tender which are not acceptable to HITES, then HITES without prejudice to any other right or remedy be at liberty to forfeit the Earnest Money.

16. The contractor should give full and correct address along with the Tender further if there is any change of address during currency of contract the same should be intimated to the department immediately and otherwise HITES is not responsible for wrong delivery or delay of the Notice etc. served to the above.

**Signature of the Chief Engineer  
Facility Management Division  
For and behalf of the HITES**

## **TENDER ACCEPTANCE LETTER**

(To be given on Company Letter Head)

Date:

To,

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

Tender Reference No: \_\_\_\_\_

Name of Tender / Work: -

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Dear Sir,

1. I/ We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely:

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As per your advertisement, given in the above mentioned website(s),

2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. \_\_\_\_\_ to \_\_\_\_\_ (including all documents like annexure(s), schedule(s), etc .), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.

3. The corrigendum(s) issued from time to time by your department/ organizations too have also been taken into consideration, while submitting this acceptance letter.

4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.

5. In case any provisions of this tender are found violated , then your department/ organization shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit absolutely.

**Yours Faithfully,**

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

## **GENERAL RULES & DIRECTIONS FOR THE GUIDANCE OF CONTRACTORS**

1. All works proposed for execution by contractor will be notified in a form of invitation to Tender pasted in public place signed by the Chief Engineer (FMD), HITES.

This form will state the work to be carried out as well as the date for submitting and opening Tenders and the time allowed for carrying out the work; also the amount of Earnest Money to be deposited with the Tender, and the amount of the Security Deposit to be deposited by the successful Tenderer and the Percentage which the Security Deposit shall be deducted from the bills of quantities and of rates of the various descriptions of works and any other documents required in connection with the work signed for the purpose of identification by the Chief Engineer (FMD), HITES shall also be open for inspection by the contractor at the Facility Management Office, HITES, JIPMER during office hours.

2. a) A Person or persons shall state their capacity/designation i.e. Sole proprietor/Director/ Partner/Power of attorney holder/Authorized signatory while uploading/ submitting/ signing the tender document.

b) In case of Proprietary firm, submitting the tender through his Attorney / Authorized signatory/Manager, shall submit/upload the Authenticated document duly executed on non-judicial stamp paper duly Notarized/ Registered. If period of validity of Power of attorney is not specified therein, an affidavit shall also be submitted stating that the validity of power of attorney/ Authorization is valid on the date of tender submission.

c) In case of Partnership firm, the names of all partners should be disclosed and the tender shall be signed by all the partners or their duly constituted Attorney, having authority to bind all the partners in all matters pertaining to the contract. The scanned copies of registration certificate under Indian Partnership Act issued by Registrar of Firms in respect of partnership firm, Deed of Partnership, power of attorney duly executed on a non-judicial stamp paper of appropriate value duly Registered / Notarized. If period of validity of Power of attorney is not specified therein, an affidavit from the firm stating that Power of attorney valid on the date of tender submission.

d) In case of Limited Company, the names and addresses of all the Directors, Bankers and Auditors shall be mentioned and it shall be certified that the person signing/ submitting the tender is empowered to do so on behalf of the company.

e) The "Power of Attorney" should be signed by all the partners in case of Partnership firm, by the Proprietor in case of Proprietary firm, and by the Directors in case of Limited Company.

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

4. Any person who submits a Tender shall fill up the usual printed Form, stating at what rate he is willing to undertake each item of the work specified in Rules. Tenders that propose any alternation in the work specified in the said Form of Invitation to Tender, or in time allowed for carrying out the work, or which contain any other conditions of any sort will be liable to rejection. No single Tender shall include more than one work but contractors who wish to Tender for two or more works shall submit a separate Tender for each. Tender shall have name and number for the work to which they refer, written outside the envelopes.

The rate(s)/or amount(s) must be quoted in decimal coinage.

4 (a) The tender shall be treated as invalid, if

- i) The total amount is not quoted in both figures and words.
- ii) The total amount is different in figures and words.

4 (b) In case the lowest tendered amount of two or more contractors is same, such lowest contractors will be asked to submit sealed revised offer. The lowest tender shall be decided on the basis of revised offers:

- I. In case, any of such contractors refuses to submit revised offer, then it shall be treated as withdrawal of his tender before acceptance and 50% of earnest money shall be forfeited.
- II. If the revised tendered amount of two or more contractors received in revised offer is again found to be equal, the lowest tender, among such contractors, shall be decided by draw of lots in the presence of HITES Engineer-in-Charge and the lowest contractors those have quoted equal amount of their tenders.
- III. In case, all the lowest contractors those have quoted same tendered amount, refuse to submit revised offer, then tenders are to be recalled after forfeiting 50% of EMD of each contractor.

Contractor (s), who's Earnest Money is forfeited because of non-submission of revised offer, shall not be allowed to participate in the retendering process of the work.

5. The Earnest Money will be returned to all unsuccessful tenderer's within a period of 10 days from the date of issue of the acceptance letter in the case of all unsuccessful Tenderer's and for successful Tenderer, the same will be adjusted towards the Security Deposit. No interest shall be payable on Earnest Money, in any case.

6. The HITES shall have the right of rejection all or any of the Tenders, and will not be bound to accept the lowest Tender.

7. The Memorandum of Work tendered for and the schedule of materials to be supplied by the HITES and their issue rates shall be filled in and completed in the office of the Deputy Manager (FMD), HITES before the Tender Form is issued. If a Form is issued to an intending Tenderer without having been so filled in and completed he shall request the office to have this done before he completes and delivers his Tender.

8. The Tenderer / contractor has to obtain and submit the Labour License, if applicable, as per Section 34 of CPWD Works Manual with latest amendments before commencement of work and the same should remain valid till the completion of work.

9. The Tenderer / contractor have to obtain workman's compensation policy. The same is required to be submitted by the contractor before commencement of the work. The policy should remain valid till the completion of work.

10. The tenderer should be registered with EPFO having separate code no. as required for an employer under the provisions of EPF & MP Act, 1952 and must submit their valid registration no. with all relevant documents within fifteen days from the date of award of contract.

## ITEM RATE TENDER FOR WORKS

I/We hereby Tender for the execution of the work specified for the HITES of the work specified in the underwritten Memorandum within the time specified in such memorandum at an amount of Rs.....(Rupees.....) in accordance in all respect with the specifications, designs, drawing and instructions in writing referred to clause - I of the conditions of contract, and with such materials as are provided for, by, and in all other respects in accordance with such conditions so far as applicable.

### Memorandum

a) General Description: Providing Electrification and Network infrastructure for implementation of Digital Signage at Jawaharlal Institute of Postgraduate Medical Education and Research (JIPMER), Pondicherry

b) Estimated Cost **Rs. 14,19,450.00/- (Rupees Fourteen Lakhs Nineteen Thousand Four Hundred and Fifty only)**

c) Earnest Money **Rs. 28,390.00/- (Rupees Twenty Eight Thousand Three Hundred and Ninety only)**

d) The successful Tenderer hereafter referred to as the Contractor shall deposit an amount equal to 5% of the Tendered and accepted value of the work put to Tender (without limit) as Performance Guarantee.

e) Security Deposit @ 5% of the Tendered value of work put to tender without any limit in addition to the Performance Guarantee.

The Security Deposit will be collected by deduction from the running bills of the contractor at the rates mentioned above and, the Earnest Money, deposited at the time of Tender, will be treated as part of the Security Deposit.

f) Time allowed for the work from the 7th day after the date of written order to commence is 60 days.

Should this Tender be accepted in whole or in part, I/We hereby agree

- (i) To abide by and fulfill all the terms and provision of the said conditions annexed hereto and all the terms and provisions contained in Notice Inviting Tenders so far as applicable and or in default thereof to forfeit and pay to the HITES, the sum of money mentioned in the said conditions. A sum of **Rs 28,390/-** is hereby forwarded, as Earnest Money. If I/We failed to commence the work specified in the above Memorandum, I/We agree that the said HITES shall, without prejudice to any other right or remedy, be at liberty to forfeit, the said Earnest Money along with Performance Guarantee absolutely, otherwise the said Earnest Money shall be retained by them towards Security Deposit along with Performance Guarantee mentioned against clause of the above mentioned Memorandum;

- (ii) To execute all the works referred to in Tender documents upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered up to a maximum of 30 (Thirty) percent at the rates quoted in the Tender documents and those in excess of that limit at the rates to be determined in accordance with the provision contained in clause 12 of the Tender Form.

Dated..... The .....day of .....201 ....

Witness\* .....

Address .....

Occupation .....

-----  
Contractor(s)

The above Tender is hereby accepted by me on behalf of the HITES.

Dated.....The.....day of.....201....

Designation of the officer\*\*

\* Signature of witness to contractor's signature

\*\*Signature of the Officer by whom accepted.

## CONDITIONS OF CONTRACT

### Definitions

1. The **Contract** means the documents forming the tender and acceptance thereof and the formal agreement executed between the competent authority as indicated in **Schedule 'F'** on behalf of the Ministry of Health & Family Welfare, Govt. of India and the Contractor, together with the documents referred to therein including these conditions, the specifications, designs, drawings and instructions issued from time to time by the Engineer-in-charge and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.
2. In the contract the following expressions shall, unless the context otherwise requires, have the meanings, 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 construction, be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional.
  - ii) **Accepting Authority** shall mean the authority mentioned in **Schedule 'F'**.
  - 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) **Department** means M/s HLL Infra Tech Services Ltd. (**HITES**) as Executing Agency of Ministry of Health & Family Welfare, Govt. of India and shall include their legal representatives, nominee, employees and Officials.
  - v) M/s HLL Infra Tech Services Ltd. (**HITES**) as Executing Agency for the project.
  - vi) **District Specifications** means the specifications followed by the State Government in the area where the work is to be executed.
  - vii) The **Engineer-in-charge** means the Engineer Officer as mentioned in Schedule 'F' hereunder, authorized by the Department, who shall supervise and be in charge of the work.
  - viii) **Expected 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.
  - ix) The **Government or Government of India** shall mean the President of India represented by officials of MoHFW.
  - x) **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.

- xi) **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.
- xii) The **Site** shall mean the land/ or place on, into or through which work is to be executed under the contract or any adjacent land , path or street through which work is to be executed under the contract or any adjacent land, path or street which may be located or used for the purpose of carrying out the contract.
- xiii) **"Tendered Value"/"Contract Price"** means the value of the entire work as stipulated in the letter of award.
- xiv) **MoHFW** means Ministry of Health & Family Welfare, Government of India.
- xv) **GST** shall mean Goods and Service tax – Central, State and Inter State.

### Scope and performance

- 3. Where the context so requires, words imparting the singular only also include the plural or vice versa. Any reference to masculine gender shall whenever required include feminine gender and vice versa
- 4. 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 construction thereof or of the contract.
- 5. The contractor shall be furnished, free of cost one certified copy of the contract documents except standard specifications, Schedule of rates and such other printed and published documents, together with all drawings as may be forming part of the tender papers. None of these documents shall be used for any purpose other than that of this contract.

### Works to be carried out

- 6. The work to be carried out under the contract shall, except as otherwise provided in these conditions include all 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

- 7. The contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and 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

8. The several documents forming the contract are to be taken as mutually explanatory of one another, detailed drawings being followed in preference to small scale 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 –

- a) Description of Schedule of Quantities
- b) Particular specification and Specific Condition, if any.
- c) Drawings
- d) CPWD Specifications
- e) Indian Standard Specifications of B.I.S.

8.2 If there are varying or conflicting provisions made in any one document forming Part of the contract, Accepting Authority shall be deciding authority with regard to the intention of the document and his decision shall be final and binding on the Contractor.

Any error in description, quantity or rate in schedule of quantities or any omission there from 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

9. The successful bidder/contractor, on acceptance of his tender by the Accepting Authority, shall, within 15 days from the stipulated date of start of the work, sign the contract consisting of:-

- i. The notice inviting tender, all the documents including drawings, 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 the Client or its contractors, which are applicable for the workers employed by the Contractor for this Project.
  - (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.
- iii. No payment for the work done will be made
  - (a) Unless contract is signed by the contractor.
  - (b) Till the copy of registration with EPFO and ESI is submitted by the contractor.

# 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 Cash (in case guarantee amount is less than Rs. 10,000/-) or Banker's Cheque of any scheduled bank/Demand Draft of any scheduled bank/Pay Order of any scheduled bank (in case guarantee amount is less than Rs. 1,00,000/-) or 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 stipulated date of completion plus sixty days beyond that. In case the time for completion of work gets enlarged, the contractor shall get the validity of Performance Guarantee extended to cover such enlarged time for completion of work. After recording of the completion certificate for the work by the competent authority, the performance guarantee shall be returned to the contractor, without any interest.
- (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.

## CLAUSE 1 A RECOVERY OF SECURITY DEPOSIT

The person/persons whose tender(s) may be accepted (hereinafter called the contractor) shall permit Government/HITES 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 sumdeductedwill amount to security deposit of 5% of the tendered value of the work. Such deductions will be made and held by Government/ HITES by way of Security Deposit unless he/they has/have deposited the amount of Security at the rate mentioned above in cash or in the form of Government Securities or fixed deposit receipts. In case a fixed deposit receipt of any Bank is furnished by the contractor to the Government/HITES as part of the security deposit and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the Government/HITES to make good the deficit.

All compensations or the other sums of money payable by the contractor under the terms of this contract may be deducted from, or paid by the sale of a sufficient part of his security deposit or from the interest arising there from, or from any sums which may be due to or may become due to the contractor by Government/HITES 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 extended date of completion, he shall, without prejudice to any other right or remedy available under the law to the Government/HITES 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 applicable) 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 @ 1.5 % of tendered value per month of delay to be computed on per day basis

Provided always that the total amount of compensation for delay to be paid under this Condition shall not exceed 10% of the Tendered Value of work or of the Tendered Value of the item or group of items of work for which a separate period of completion is originally given.

The amount of compensation may be adjusted or set-off against any sum payable to the Contractor under this or any other contract with the Government/HITES. 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 at the final grant of Extension of Time. With-holding of this amount on failure to achieve a milestone, shall be automatic without any notice to the contractor. However, if the contractor catches up with the progress of work on the subsequent milestone(s), the withheld amount shall be released. In case the contractor fails to make up for the delay in subsequent milestone(s), amount mentioned against each milestone missed subsequently also shall be withheld. However, no interest, whatsoever, shall be payable on such withheld amount.

## **CLAUSE 2A INCENTIVE FOR EARLY COMPLETION**

In case, the contractor completes the work ahead of updated stipulated date of completion considering the effect of extra work (to be calculated on pro-rata basis as cost of extra work x stipulated period/ tendered cost), but excluding any hindrance whatsoever on the part of either party, a bonus shall be payable to the contractor by the following formula:-

$$B = \frac{T_v \times \{ [T_s + \frac{(F_v - T_v) \times T_s}{T_v}] - T_a \}}{5 \times T_s}$$

Where

B = Bonus payable to the contractor in Rs. Subject to a maximum of 5 percent of the tendered value

T<sub>v</sub> = Tendered Value of the work in Rs.

T<sub>s</sub> = Time allowed for execution of work as mentioned in schedule F in number of days.

T<sub>a</sub> = Actual time taken to complete the entire work including deviations/ variations in the work and inclusive of all hindrances (for any reason whatsoever) in number of days.

F<sub>v</sub> = Value of gross work done as per final bill in Rs.

subject to a maximum limit of 5% (five per cent) of the tendered value. The amount of bonus, if payable, shall be paid along with final bill after completion of work provided always that provision of the Clause 2A shall be applicable only when so provided in Schedule 'F'.

## **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 unworkmanlike 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 so that in the opinion of the Engineer-in-Charge (which shall be final and binding) he will be unable to secure completion of the work by the date for completion 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 within the stipulated date or items of work with individual date of completion, if any stipulated, on or before such date(s) of completion and does not complete them within the period specified in a notice given in writing in that behalf by the Engineer-in-Charge.
- (iv) If the contractor persistently neglects to carry out his obligations under the contract and/or commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Engineer-in-Charge.
- (v) If the contractor shall offer or give or agree to give to any person in Government service or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract for Government/HITES.
- (vi) If the contractor shall enter into a contract with Government/HITES 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 Government/HITES 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, transfers, sublets (engagement of labour on a piece-work basis or of labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or otherwise parts with or attempts to assign, transfer, sublet or otherwise parts with the entire works or any portion thereof without the prior written approval of the Engineer -in-Charge.

When the contractor has made himself liable for action under any of the cases aforesaid, the Engineer-in-Charge on behalf of the HITES shall have powers:

- (a) To determine the contract as aforesaid (of which termination notice in writing to the contractor under the hand of the Engineer-in-Charge shall be conclusive evidence). Upon such determination, the Earnest Money Deposit, Security Deposit already recovered and Performance Guarantee under the contract shall be liable to be forfeited and shall be absolutely at the disposal of the Government/HITES.
- (b) After giving notice to the contractor to measure up the work of the contractor and to take such whole, or the balance or part thereof, as shall be un-executed out of his hands and to give it to another contractor to complete the work. The contractor, whose contract is determined as above, shall not be allowed to participate in the tendering process for the balance work.

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

### **CLAUSE 3A**

In case, the work cannot be started due to reasons not within the control of the contractor within 1/8th of the stipulated time for completion of work or one month whichever is higher, either party may close the contract. In such eventuality, the Earnest Money Deposit and the Performance Guarantee of the contractor shall be refunded.

In case contractor wants to close the contract, he shall give notice to the department stating the failure on the part of department. In such eventuality, the Performance Guarantee of the contractor shall be refunded within the following time limits:

- (i) If the tendered value of work is upto Rs.45 lakhs : 15 days
- (ii) If the tendered value of work is more than Rs.45 lakhs & upto Rs.2.5Cr. : 21 days
- (iii) If the tendered value of work exceeds Rs.2.5 Crore : 30 days

If the PG is not released within prescribed time limit, then a simple interest @0.25% per month shall be payable on PG to the Contractor from the date of expiry of prescribed time limit.

A compensation for such eventuality, on account of damages etc. shall be payable @ 0.25% of tendered value subject to maximum limit of Rs.10 lacs.

### **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 whichever is later. If the Contractor commits default in commencing the execution of the work as aforesaid, Government/HITES shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the earnest money & performance guarantee absolutely.

- 5.1 The Contractor shall submit a Programme Chart (Time and Progress) for each mile stone along with the Performance Guarantee and get it approved by the Executing Agency. 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, and further to ensure good progress during the execution of the work, the contractor shall in all cases in which the time allowed for any work, exceeds one month (save for special jobs for which a separate programme has been agreed upon) complete the work as per mile stones given in Schedule 'F'.
- a) Project Management shall be done by using project management software for works costing up to Rs.5 Crores.
  - b) The project management shall be done using M.S.Project software for works costing more than Rs.5 Crores and upto Rs.20 Crores.
  - c) For works costing more than Rs.20 Crores, project management shall be done using Primavera software.

### **PROGRAMME CHART**

- (I) The Contractor shall prepare an integrated programme chart in MS Project/ Primavera Software for the execution of work showing clearly all activities from the start of work to completion, with details of manpower, equipment and machinery required for the fulfillment of the programme within the stipulated period or earlier and submit the same for approval to the Engineer-in-Charge within ten days of award of the Contract. A recovery of Rs.2500/- (for works costing upto Rs.20 Crores)/ Rs.5000 (for works costing more than Rs.20 Crores) shall be made on a per day basis in case of delay in submission of the above programme.

- (II) The Programme chart should include the following:
- a) Descriptive note explaining the sequence of the various activities.
  - b) Network (PERT / CPM / BAR CHART).
  - c) Programme for procurement of materials by the contractor. Programme of procurement of machinery/equipment having adequate capacity, commensurate with the quantum of work to be done within the stipulated period, by the contractor. In addition to above to achieve the progress of Work as per programme, the contractor must bring at site adequate shuttering material required for cement concrete and R.C.C. works etc. for three floors within one month from the date of start of work till the completion of RCC work as per requirement of work. The contractor shall submit shuttering schedule adequate to complete structure work within laid down physical milestone(s).
- (iii) If at any time, it appears to the Engineer-in-charge that the actual progress of work does not conform to the approved programme referred above or after rescheduling of milestones, the contractor shall produce a revised programme within 7 (seven) days, showing the modifications to the approved programme to ensure timely completion of the work. The modified schedule of programme shall be approved by the Engineer in Charge. A recovery of Rs. 2500/- (for works costing upto Rs. 20 Crores) / Rs. 5000/- (for works, costing more than Rs. 20 Crores) shall be made on per day basis in case of delay in submission of the modified programme.
- (iv) The submission for approval by the Engineer-in-Charge of such programme or such particulars shall not relieve the contractor of any of the duties or responsibilities under the contract. This is without prejudice to the right of Engineer-in-Charge to take action against the contractor as per terms and conditions of the agreement.
- (v) The contractor shall submit the progress report using MS Project/ Primavera software with base line programme referred above 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. 2500/-, (for works costing upto Rs. 20 Crores) / Rs. 5000, (for works costing more than Rs. 20 Crores) shall be made on per day 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) Non-availability of stores, which are the responsibility of Government/ HITES to supply or
- (vii) Non-availability or break down of tools and Plant to be supplied or supplied by Government/ HITES or
- (viii) Any other cause which, in the absolute discretion 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 authority as indicated in Schedule 'F' but shall nevertheless use constantly his best endeavors 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.

- 5.3 Request for rescheduling of Mile stones and 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 form to the authority as indicated in Schedule 'F'. The Contractor may also, if practicable, indicate in such a request the period for which extension is desired.
- 5.4 In any such case the authority as indicated in Schedule 'F' may give a fair and 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 3 months of the date of receipt of such request. Non application by the contractor for extension of time/rescheduling of milestones shall not be a bar for giving a fair and reasonable extension/rescheduling of milestones by the authority as indicated in Schedule 'F' and this shall be binding on the contractor.

## **CLAUSE 6 MEASUREMENTS OF WORK DONE**

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

All measurement of all items having financial value shall be entered in Measurement Book and/or level field book so that a complete record is obtained of all works performed under the contract.

All measurements and levels shall be taken jointly by the Engineer-in-Charge or his authorized representative and by the contractor or his authorized representative from time to time during the progress of the work and such measurements shall be signed and dated by the Engineer-in-Charge and the contractor or their representatives in token of their acceptance. If the contractor objects to any of the measurements recorded, a note shall be made to that effect with reason and signed by both the parties.

If for any reason the contractor or his authorized representative is not available and the work of recording measurements is suspended by the Engineer-in-Charge or his representative, the Engineer-in-Charge and the Department shall not entertain any claim from contractor for any loss or damages on this account. If the contractor or his authorized representative does not remain present at the time of such measurements after the contractor or his authorized representative has been given a notice in writing three (3) days in advance or fails to countersign or to record objection within a week from the date of the measurement, then such measurements recorded in his absence by the Engineer-in-Charge or his representative shall be deemed to be accepted by the Contractor.

The contractor shall, without extra charge, provide all assistance with every appliance, labour and other things necessary for measurements and recording levels.

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 measurement any work in order that the same may be measured and correct dimensions thereof be taken before the same is covered up or placed beyond the reach of 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 measurements without such notice having been given or the Engineer-in-Charge's consent being obtained in writing, the same shall be uncovered at the Contractor's expense, or in default thereof no payment or allowance shall be made for such work or the materials with which the same was executed.

Engineer-in-Charge or his authorized representative may cause either themselves or through another officer of the department to check the measurements recorded jointly or otherwise as aforesaid 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 recording of measurements of any item of work in the measurement book and/or its payment in the interim, on account or 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 6A                      COMPUTERIZED MEASUREMENT BOOK**

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

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

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

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

spare copies of such computerized MB's for the purpose of reference and record by the various officers of the department.

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

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

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

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

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

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

## **CLAUSE 7 PAYMENT ON INTERMEDIATE CERTIFICATE TO BE REGARDED AS ADVANCES- NOT APPLICABLE**

### **CLAUSE 7A**

The Contractor shall submit proof of having valid ESI registration for Construction site workers located in the ESI implemented areas for every construction site workers before his/her engagement on the HITES 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 construction 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 on HITES 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 HITES.

The contractor shall at all times indemnify HITES 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 all sum 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 plan as required vide General Specifications for HVAC as applicable within thirty days of the completion of the work.

In case, the contractor fails to submit the completion plan as aforesaid, he shall be liable to pay a sum equivalent to 2.5% of the value of the work subject to a ceiling of Rs.5,00,000 (Rs. Five Lakhs only) as may be fixed by the Engineer- in- charge concerned and in this respect the decision of the Engineer- in- charge shall be final and binding on the contractor.

The Contractor shall submit completion plan for water, sewerage and drainage line plan within thirty days of the completion of the work.

In case, the contractor fails to submit the completion plan as aforesaid, HITES will get it done through other agency at his cost and actual expenses incurred for the same shall be recovered from 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, will, as far as possible be made within the period specified herein under, the period being reckoned from the date of receipt of the bill by the Engineer-in-Charge or his authorized Engineer, complete with account of materials issued by the Department and dismantled materials.

- |     |  |          |
|-----|--|----------|
| (i) | If the Tendered value of work is up to Rs. 45 lac: | 2 Months |
|-----|--|----------|

In case of delay in payment of final bills after prescribed time limit, a simple interest @ 7.5% per annum shall be paid to the contractor from the date of expiry of prescribed time limit, provided the final bill submitted by the contractor found to be in order.

## **CLAUSE 9A                      PAYMENT OF CONTRACTOR'S BILLS TO BANKS**

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

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

## **CLAUSE 10                      MATERIALS SUPPLIED BY GOVERNMENT/HITES**

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

As soon as the work is awarded, the contractor shall finalize the programme for the completion of work as per clause 5 of this contract and shall give his estimates of materials required on the basis of drawings/or schedule of quantities of the work.

The Contractor shall give in writing his requirement to the Engineer-in-Charge which shall be issued to him keeping in view the progress of work as assessed by the Engineer-in-Charge, in accordance with the agreed phased programme of work indicating monthly requirements of various materials. The contractor shall place his indent in writing for issue of such materials at least 7 days in advance of his requirement.

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

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

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

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

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

#### **CLAUSE 10A            MATERIALS TO BE PROVIDED BY THE CONTRACTOR**

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

The contractor shall, at his own expense and without delay, supply to the Engineer-in- Charge samples of materials to be used on the work and shall get these approved in advance. All such materials to be provided by the Contractor shall be in conformity with the specifications laid down or referred to in the contract. The contractor shall, if requested by the Engineer-in-Charge furnish proof, to the satisfaction of the Engineer-in-Charge that the materials so comply. The Engineer-in-Charge shall within thirty days of supply of samples or within such further period as he may require intimate to the Contractor in writing

whether samples are approved by him or not. If samples are not approved, the Contractor shall forthwith arrange to supply to the Engineer-in-Charge for his approval, fresh samples complying with the specifications laid down in the contract. When materials are required to be tested in accordance with specifications, approval of the Engineer-in-Charge shall be issued after the test results are received.

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

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

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

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

## **CLAUSE 10B**

### **(i) SECURED ADVANCE ON NON-PERISHABLE MATERIAL**

Not Applicable

### **(ii) MOBILISATION ADVANCE**

Not Applicable

### **(iii) PLANT MACHINERY & SHUTTERING MATERIAL ADVANCE**

Not Applicable

## **CLAUSE 10C PAYMENT ON ACCOUNT OF INCREASE IN PRICES/WAGES DUE TO STATUTORY ORDER(S)**

Not Applicable



#### **CLAUSE 10 CA PAYMENT DUE TO VARIATION IN PRICES OF MATERIALS AFTER RECEIPT OF TENDER**

Not Applicable

#### **CLAUSE 10 CC PAYMENT DUE TO INCREASE/DECREASE IN PRICES/ WAGES (EXCLUDING MATERIALS COVERED UNDER CLAUSE 10 (CA) AFTER RECEIPT OF TENDER FOR WORKS)**

Not applicable

#### **CLAUSE 10 D DISMANTLED MATERIAL GOVT. PROPERTY**

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

#### **CLAUSE 11 WORKS TO BE EXECUTED IN ACCORDANCE WITH SPECIFICATIONS, DRAWINGS and ORDERS ETC.**

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

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

#### **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) claim rates, supported by proper analysis, for the work 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.

#### **Deviation, Substituted Items& Pricing**

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 and the contractor shall be paid in accordance with the rates so determined.

The prescribed time limits are:

- (i) If the Tendered value of work is up to Rs. 45 lakhs: 30 Days

- 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 The contractor shall send to the Engineer-in-Charge once every three months, an up to date account giving complete details of all claims for additional payments to which the contractor may consider himself entitled and of all additional work ordered by the Engineer-in-Charge which he has executed during the preceding quarter failing which the contractor shall be deemed to have waived his right. However, the Engineer-in-charge may authorize consideration of such claims on merits.
- 12.5 Any operation incidental to or necessarily has to be in contemplation of tenderer while filing, tender, or necessary for proper execution of the item included in the Schedule of quantities or in the schedule of rates mentioned above, whether or not, specifically indicated in the description of the item and the relevant specifications, shall be deemed to be included in the rates quoted by the tenderer or the rate given in the said schedule of rates, as the case may be. Nothing extra shall be admissible for such operations.

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

If at any time after acceptance of the tender, Government/ HITES 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 and the contractor shall act accordingly in the matter. The contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.

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

- (i) Any expenditure incurred on preliminary site work, e.g. temporary access roads, temporary labour huts, staff quarters and site office; storage accommodation and water storage tanks.
- (ii) Government /HITES shall have the option to take over contractor's materials or any part thereof either brought to site or of which the contractor is legally bound to accept delivery from suppliers (for incorporation in or incidental to the work) provided, however Government/ HITES shall be bound to take over the materials or such portions thereof as the contractor does not desire to retain. For materials taken over or to be taken over by Government/ HITES, cost of such materials as detailed by Engineer-in- Charge shall be paid. The cost shall, however, take into account purchase price, cost of transportation and deterioration or damage which may have been caused to materials whilst in the custody of the contractor.
- (iii) If any materials supplied by Government/ HITES are rendered surplus, the same except normal wastage shall be returned by the contractor to Government/ HITES at rates not exceeding those at which these were originally issued, less allowance for any deterioration or damage which may have been caused whilst the materials were in the custody of the contractor. In addition, cost of

transporting such materials from site to Government/ HITES stores, if so required by Government/ HITES, shall be paid.

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

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

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

A compensation for such eventuality, on account of damages etc. shall be payable @ 0.5% of cost of work remaining incomplete on date of closure i.e. total stipulated cost of the work less the cost of work actually executed under the contract shall be payable.

## **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.

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

- (a) Take possession of the site and any materials, constructional plant, implements, stores, etc., thereon; and/or
- (b) Carry out the part work / part incomplete work of any item(s) by any means at the risk and cost of the contractor.

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

Government/HITES because of action under this clause shall not exceed 10% of the tendered value of the work.

In determining the amount, credit shall be given to the contractor with the value of work done in all respect in the same manner and at the same rate as if it had been carried out by the original contractor under the terms of his contract, the value of contractor's materials taken over and incorporated in the work and use of plant and machinery belonging to the contractor. The certificate of the Engineer-in-Charge as to the value of work done shall be final and conclusive against the contractor provided always that action under this clause shall only be taken after giving notice in writing to the contractor. Provided also that if the expenses incurred by the department are less than the amount payable to the contractor at his agreement rates, the difference shall not be payable to the contractor.

Any excess expenditure incurred or to be incurred by Government/ HITES in completing the part work/ part incomplete work of any item(s) or the excess loss of damages suffered or may be suffered by Government /HITES as aforesaid after allowing such credit shall without prejudice to any other right or remedy available to Government/ HITES 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 Government/ HITES or where it affects whole of the works, as an abandonment of the works by Government/ HITES, shall within ten days of expiry of such period of 15 days give notice in writing of his intention to the Engineer-in-Charge. In the event of the contractor treating the suspension as an abandonment of the contract by Government/ HITES, 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 15A**

The Contractor shall not be entitled to claim any compensation from HITES/Government for the loss suffered by him on account of delay by HITES/ Government in the supply of materials in schedule 'B' where such delay is covered by difficulties relating to the supply of wagons, force majeure or any reasonable cause beyond the control of the HITES/ Government.

This Clause 15A will not be applicable for works where no material is stipulated.

## **CLAUSE 16 ACTION IN CASE WORK NOT DONE AS PER SPECIFICATIONS**

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

writing, present for that purpose. Orders given to the Contractor's agent shall be considered to have the same force as if they had been given to the contractor himself.

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

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

## **CLAUSE 17 CONTRACTORS LIABLE FOR DAMAGES, DEFECTS DURING MAINTENANCE PERIOD**

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

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

## **CLAUSE 18                    CONTRACTORS TO SUPPLY TOOLS & PLANTS ETC.**

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

## **CLAUSE 18A                RECOVERY OF COMPENSATION PAID TO WORKMEN**

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

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

In every case in which by virtue of the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, and of the Contract Labour (Regulation and Abolition) Central Rules, 1971, Government / HITES 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 Government / HITES from time to time for the protection of health and sanitary arrangements for workers employed by Contractors, Government/ HITES will recover from the contractor, the amount of wages so paid or the amount of expenditure so incurred; and without prejudice to the rights of the Government / HITES under sub-section(2) of Section 20, and sub-section (4) of Section 21, of the Contract Labour (Regulation and Abolition) Act, 1970, Government / HITES shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any



sum due by Government / HITES to the contractor whether under this contract or otherwise Government / HITES shall not be bound to contest any claim made against it under sub-section (1) of Section 20, sub-section (4) of Section 21, of the said Act, except on the written request of the contractor and upon his giving to the Government full security for all costs for which Government might become liable in contesting such claim.

## **CLAUSE 19                      LABOUR LAWS TO BE COMPLIED BY THE CONTRACTOR**

The contractor shall obtain a valid license under the Contract Labour (R&A) Act, 1970, and the Contract Labour (Regulation and Abolition) Central Rules, 1971, before the commencement of the work, and continue to have a valid license until the completion of the work. The contractor shall also 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 B                      PAYMENTS 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 made unauthorized, 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 there under from time to time.
- (vi) The contractor shall indemnify and keep indemnified Government / HITES 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:-

- (1) the number of laborers 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 Government / HITES, 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 Government / HITES 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 as "the said Rules") the Engineer-in-Charge shall have power to give notice in writing to the contractor(s) requiring that the said Rules be complied with and the amenities prescribed therein be provided to the work-people within a reasonable time to be specified in the notice. If the contractor(s) shall fail within the period specified in the notice to comply with and/observe the said Rules and to provide the amenities to the work-people as aforesaid, the Engineer-in-Charge shall have the power to provide the amenities hereinbefore mentioned at the cost of the contractor(s). The contractor(s) shall erect, make and maintain at his/their own expense and 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 gobi on both sides. The floor may be kutcha but plastered with mud gobi 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's hall provides one sweeper or 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.

However, the Engineer-in-charge, through a notice, may require the contractor to remove the illegal occupation any time on or before construction and delivery.

## **CLAUSE 19K            EMPLOYMENT OF SKILLED/SEMI SKILLED WORKERS**

The contractor shall, at all stages of work, deploy skilled/semi-skilled tradesmen who are qualified and possess certificate in particular trade from 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.

## **CLAUSE 19L**

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

## **CLAUSE 20            MINIMUM WAGES ACT TO BE COMPLIED WITH**

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

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

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

## **CLAUSE 22**

All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the use of Government / HITES 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**

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.

## **CLAUSE 25                      SETTLEMENTS OF DISPUTES & ARBITRATION**

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

- (i) If the contractor considers any work demanded of him to be outside the requirements of the contract, or disputes any drawings, record or decision given in writing by the Engineer-in-Charge on any matter in connection with or arising out of the contract or carrying out of the work, to be unacceptable, he shall promptly within 15 days request the authority indicating in schedule 'F' (Reviewing Authority) in writing for written instruction or decision. Thereupon, the Reviewing Authority shall give his written instructions or decision within a period of one month from the receipt of the contractor's letter.

If the Reviewing Authority fails to give his instructions or decision in writing within the aforesaid period or if the contractor is dissatisfied with the instructions or decision of the Reviewing Authority, the contractor may, within 15 days of the receipt of the Reviewing Authority's decision, appeal to the authority as indicated in schedule 'F' (Appealing Authority) who shall afford an opportunity to the contractor to be heard, if the latter so desires, and to offer evidence in support of his appeal. The Appealing Authority shall give his decision within 30 days of receipt of contractor's appeal.

If the contractor is dissatisfied with the decision of the Appealing Authority, the contractor may within 30 days from the receipt of the Appealing Authority's decision, appeal before the Dispute Redressal Committee (DRC) along with a list of disputes with amounts claimed in respect of each such dispute and giving reference to the rejection of his disputes by the Appealing Authority. The Dispute Redressal Committee (DRC) shall give his decision within a period of 90 days from the receipt of Contractor's appeal. The constitution of Dispute Redressal Committee (DRC) shall be as indicated in Schedule 'F'.

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), 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 Client for appointment of arbitrator on prescribed proforma as per Appendix XV, failing which, the said decision shall be final binding and conclusive and not referable to adjudication by the arbitrator.

- (ii) Except where the decision has become final, binding and conclusive in terms of Sub Para (i) above, disputes or difference shall be referred for adjudication through arbitration by a sole arbitrator appointed by the Chairman and Managing Director, HLL Lifecare Limited. If the arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever, another sole arbitrator shall be appointed in the manner aforesaid. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

It is a term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed in respect of each such dispute along with the notice for appointment of arbitrator and giving reference to the rejection by the Appealing Authority of the appeal.

It is also a term of this contract that no person, other than a person appointed by the Chairman and Managing Director, HLL Lifecare Limited., as aforesaid, should act as arbitrator and if for any reason that is not possible, the matter shall not be referred to arbitration at all.

It is also a term of this contract that if the contractor does not make any demand for appointment of arbitrator in respect of any claims in writing as aforesaid within 120 days of receiving the intimation from the Engineer-in-charge that the final bill is ready for payment, the claim of the contractor shall be deemed to have been waived and absolutely barred and the HITES shall be discharged and released of all liabilities under the contract in respect of these claims.

The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 (26 of 1996) / The Jammu and Kashmir Arbitration and Conciliation Act, 1997 (35 of 1997) (as the case may be) or any statutory modifications or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.

It is also a term of this contract that 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 equally by both the parties.

It is also a term of the contract that the arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties calling them to submit their statement of claims and counter statement of claims. The venue of the arbitration shall be such place as may be fixed by the arbitrator in his sole discretion. The fees, if any, of the arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The cost of the reference and of the award (including the fees, if any, of the arbitrator) shall be in the discretion of the arbitrator who may direct to any by whom and in what manner, such costs or any part thereof shall be paid and fix or settle the amount of costs to be so paid.

## **CLAUSE 26 CONTRACTORS TO INDEMNIFY GOVT.AGAINST PATENT RIGHTS**

The contractor shall fully indemnify and keep indemnified the HITES 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 HITES in respect of any such matters as aforesaid, the contractor shall be immediately notified thereof and the contractor shall be at liberty, at his own expense, to settle any dispute or to conduct any litigation that may arise there from, provided that the contractor shall not be liable to indemnify the HITES if the infringement of the patent or design or any alleged patent or design right is the direct result of an order passed by the Engineer-in-Charge in this behalf.

## **CLAUSE 27 LUMPSUM PROVISIONS IN TENDER**

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

## **CLAUSE 28 ACTIONS 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 District Specifications. In case there are no such specifications as required above, the work shall be carried out in all respects in accordance with the instructions and requirements of the Engineer-in-Charge.

## **CLAUSE 29 WITHHOLDING AND LIEN IN RESPECT OF SUM DUE FROM CONTRACTOR**

- (i) Whenever any claim or claims for payment of a sum of money arises out of or under the contract or against the contractor, the Engineer-in-Charge or the Government/ HITES shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from the security, if any deposited by the contractor and for the purpose aforesaid, the

Engineer-in-Charge or the Government/ HITES shall be entitled to withhold the security deposit, if any, furnished as the case may be and also have a lien over the same pending finalization or adjudication of any such claim. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the contractor, the Engineer-in-Charge or the Government / HITES 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 HITES or any contracting person through the Engineer-in-Charge pending finalization of adjudication of any such claim.

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

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

Provided that the Government/ HITES 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 29A LIEN IN RESPECT OF CLAIMS IN OTHER CONTRACTS**

Any sum of money due and payable to the contractor (including the security deposit returnable to him) under the contract may be withheld or retained by way of lien by the Engineer-in-Charge or the HITES or any other contracting person or persons through Engineer-in-Charge against any claim of the Engineer-in-Charge or HITES or such other person or persons in respect of payment of a sum of money arising out of or under any other contract made by the contractor with the Engineer-in-Charge or the HITES or with such other person or persons.

It is an agreed term of the contract that the sum of money so withheld or retained under this clause by the Engineer-in-Charge or the HITES will be kept withheld or retained as such by the Engineer-in-Charge or

the Government or till his claim arising out of the same contract or any other contract is either mutually settled or determined by the arbitration clause or by the competent court, as the case may be and that the contractor shall have no claim for interest or damages whatsoever on this account or on any other ground in respect of any sum of money withheld or retained under this clause and duly notified as such to the contractor.

### **CLAUSE 30      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 Government/ HITES 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 31      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 A      DEPARTMENTAL WATER SUPPLIES, IF AVAILABLE**

Water if available may be supplied to the contractor by the department 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) The Department 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**

- (i) 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 Government / HITES , 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.
- (ii) The contractor shall be allowed to construct temporary wells in Government / HITES 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                    RETURNS OF SURPLUS MATERIALS**

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

## **CLAUSE 34                    HIRE OF PLANT & MACHINERY**

- (i) The contractor shall arrange at his own expense all tools, plant, machinery and equipment (hereinafter referred to as T&P) required for execution of the work except for the Plant & Machinery listed in Schedule 'C' and stipulated for issue to the contractor. If the contractor requires any item of T&P on hire from the T&P available with the Government / HITES over and above the T&P stipulated for issue, the HITES will, if such item is available, hire it to the contractor at rates to be agreed upon between him and the Engineer-in-Charge. In such a case, all the conditions hereunder for issue of T&P shall also be applicable to such T&P as is agreed to be issued.
- (ii) Plant and Machinery when supplied on hire charges shown in Schedule 'C' shall be made over and taken back at the departmental equipment yard/shed shown in Schedule 'C' and the contractor shall bear the cost of carriage from the place of issue to the site of work and back. The contractor shall be responsible to return the plant and machinery with condition in which it was handed over to him, and he shall be responsible for all damage caused to the said plant and machinery at the site of work or elsewhere in operation and otherwise during transit including damage to or loss of plant and for all losses due to his failure to return the same soon after the completion of the work for which it was issued. The Engineer-in-Charge shall be the sole judge to determine the liability of the contractor and its extent in this regard and his decision shall be final and binding on the contractor.
- (iii) The plant and machinery as stipulated above will be issued as and when available and if required by the contractor. The contractor shall arrange his programme of work according to the availability of the plant and machinery and no claim, whatsoever, will be entertained from him for any delay in supply by the Department.
- (iv) The hire charges shall be recovered at the prescribed rates from and inclusive of the date the plant and machinery made over upto and inclusive of the date of the return in good order even though the same may not have been working for any cause except major breakdown due to no fault of the contractor or faulty use requiring more than three working days continuously (excluding intervening holidays and Sundays) for bringing the plant in order. The contractor shall immediately intimate in writing to the Engineer-in-Charge when any plant or machinery gets out of order requiring major repairs as aforesaid. The Engineer-in-Charge shall record the date and time of receipt of such intimation in the log sheet of the plant or machinery. Based on this if the breakdown before lunch period or major breakdown will be computed considering half a day's breakdown on the day of complaint. If the breakdown occurs in the post lunch period of major breakdown will be computed starting from the next working day. In case of any dispute under this clause, the decision of the Engineer-in-Charge shall be final and binding on the contractor.
- (v) The hire charges shown above are for each day of 8 hours (inclusive of the one hour lunch break) or part thereof.
- (vi) Hire charges will include service of operating staff as required and also supply of lubricating oil and stores for cleaning purposes. Power fuel of approved type, firewood, kerosene oil etc. for running the plant and machinery and also the full time chowkidar for guarding the plant and machinery against any loss or damage shall be arranged by the contractor who shall be fully responsible for the safeguard and security of plant and machinery. The contractor shall on or before the supply of plant and machinery sign an agreement indemnifying the Department against any loss or damage caused to the plant and machinery either during transit or at site of work.
- (vii) Ordinarily, no plant and machinery shall work for more than 8 hours a day inclusive of one hour lunch break. In case of an urgent work however, the Engineer-in-Charge may, at his discretion, allow the plant and machinery to be worked for more than normal period of 8 hours a day. In

that case, the hourly hire charges for overtime to be borne by the contractor shall be 50% more than the normal proportionate hourly charges (1/8th of the daily charges) subject to a minimum of half day's normal charges on any particular day. For working out hire charges for over time, a period of half an hour and above will be charged as one hour and a period of less than half an hour will be ignored.

- (viii) The contractor shall release the plant and machinery every seventh day for periodical servicing and/or wash out which may take about three to four hours or more. Hire charges for full day shall be recovered from the contractor for the day of servicing/ wash out irrespective of the period employed in servicing.
- (ix) The plant and machinery once issued to the contractor shall not be returned by him on account of lack of arrangements of labour and materials, etc. on his part, the same will be returned only when they are required for major repairs or when in the opinion of the Engineer-in-Charge, the work or a portion of work for which the same was issued is completed.
- (x) Log Book for recording the hours of daily work for each of the plant and machinery supplied to the contractor will be maintained by the Department and will be countersigned by the contractor or his authorized agent daily. In case the contractor contests the correctness of the entries and/or fails to sign the Log Book, the decision of the Engineer-in-Charge shall be final and binding on him. Hire charges will be calculated according to the entries in the Log Book and will be binding on the contractor. Recovery on account of hire charges for road rollers shall be made for the minimum number of days worked out on the assumption that a roller can consolidate per day and maximum quantity of materials or area surfacing as noted against each in the annexed statement (see attached annexure).
- (xi) In the case of concrete mixers, the contractors shall arrange to get the hopper cleaned and the drum washed at the close of the work each day or each occasion.
  - (a) In case rollers for consolidation are employed by the contractor himself, log book for such rollers shall be maintained in the same manner as is done in case of departmental rollers, maximum quantity of any items to be consolidated for each roller-day shall also be same as in Annexure to Clause 34(x). For less use of rollers, recovery for the less roller days shall be made at the stipulated issue rate.
- (xii) The contractor shall be responsible to return the plant and machinery in the condition in which it was handed over to him and he shall be responsible for all damage caused to the said plant and machinery at the site of work or elsewhere in operation or otherwise or during transit including damage to or loss of parts, and for all losses due to his failure to return the same soon after the completion of the work for which it was issued. The Engineer-in-Charge shall be the sole judge to determine the liability of the contractor and its extent in this regard and his decision shall be final and binding on the contractor.
- (xiii) In the event of the contractor not requiring any item of plant and machinery issued by Government / HITES though not stipulated for issue in Schedule 'C' any time after taking delivery at the place of issue, he may return it after two days written notice or at any time without notice if he agrees to pay hire charges for two additional days without, in any way, affecting the right of the Engineer-in-Charge to use the said plant and machinery during the said period of two days as he likes including hiring out to a third party.

## **CLAUSE 35 CONDITIONS RELATING TO USE OF MATERIALS**

- (i) The contractor undertakes to make arrangement for the supervision of the work by the firm supplying material used.

- (ii) The contractor shall be responsible for rectifying defects noticed within a year from the date of completion of the work and the portion of the security deposit relating to work shall be refunded after the expiry of this period.

## **CLAUSE 36 EMPLOYMENTS 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) alongwith every one 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 one 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 37                      LEVY/TAXES PAYABLE BY CONTRACTOR**

- (i) GST, Building and other Construction Workers Welfare Cess or any other tax, levy or Cess in respect of input for or output by this contract shall be payable by the contractor and Government / HITES 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 38                      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 ie., 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 sides, increase or decrease. Provided 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 Government / HITES 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 39      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 HITES shall have the option of terminating the contract without compensation to the contractor.

#### **CLAUSE 40      IF RELATIVE WORKING IN OFFICE OF CLIENT/DEPARTMENT THEN THE CONTRACTOR NOT ALLOWED TO TENDER**

The contractor shall not be permitted to tender for works in the MoHFW/ HITES in which his near relative is posted as Divisional Accountant 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 the in the Ministry of Health & Family Welfare. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of this Department. If however the contractor is registered in any other department, he shall be debarred from tendering in 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 41      NO GAZETTED ENGINEER TO WORK AS CONTRACTOR WITHIN ONE YEAR OF RETIREMENT**

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

## **CLAUSE 42      RETURNS OF MATERIAL & RECOVERY FOR EXCESS MATERIAL USED**

- (i) After completion of the work and also at any intermediate stage in the event of non-reconciliation of materials issued, consumed and in balance - (see Clause 10), theoretical quantity of materials issued by the MoHFW/HITES for use in the work shall be calculated on the basis and method given hereunder:-
  - (a) Quantity of material shall be calculated on the basis of quantity of work as shown in the Schedule of Rates mentioned in Schedule 'F'. In case any item is executed for which standard constants for the consumption are not available in the above mentioned schedule/statement or cannot be derived from the same shall be calculated on the basis of standard formula to be laid down by the Engineer-in-Charge.
  - (b) For any other material as per actual requirements.
- (ii) Over the theoretical quantities of materials so computed a variation shall be allowed as specified in Schedule 'F'. The difference in the net quantities of material actually issued to the contractor and the theoretical quantities including such authorized variation, if not returned by the contractor or if not fully reconciled to the satisfaction of the Engineer-in-Charge within fifteen days of the issue of written notice by the Engineer-in-charge to this effect shall be recovered at the rates specified in Schedule 'F', without prejudice to the provision of the relevant conditions regarding return of materials governing the contract. Decision of Engineer-in-Charge in regard to theoretical quantities of materials, which should have been actually used as per the Annexure of the standard schedule of rates and recovery at rates specified in Schedule 'F', shall be final & binding on the contractor. For non-scheduled items, the decision of the Engineer-in-Charge regarding theoretical quantities of materials which should have been actually used, shall be final and binding on the contractor.
- (iii) The said action under this clause is without prejudice to the right of the MoHFW/HITES to take action against the contractor under any other conditions of contract for not doing the work according to the prescribed specifications.

## **CLAUSE 43      COMPENSATION DURING WARLIKE SITUATIONS**

The work (whether fully constructed or not) and all materials, machines, tools and plants, scaffolding, temporary buildings and other things connected therewith shall be at the risk of the contractor until the work has been delivered to the Engineer-in-Charge and a certificate from him to that effect obtained. In the event of the work or any materials properly brought to the site for incorporation in the work being damaged or destroyed in consequence of hostilities or warlike operation, the contractor shall when ordered (in writing) by the Engineer-in-Charge to remove any debris from the site, collect and properly stack or remove in store all serviceable materials salvaged from the damaged work and shall be paid at the contract rates in accordance with the provision of this agreement for the work of clearing the site of debris, stacking or removal of serviceable material and for reconstruction of all works ordered by the Engineer-in-Charge, such payments being in addition to compensation upto the value of the work originally executed before being damaged or destroyed and not paid for. In case of works damaged or destroyed but not already measured and paid for, the compensation shall be assessed by the Engineer-in-charge 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 44                      APPRENTICES ACT PROVISIONS TO BE COMPLIED WITH**

The contractor shall comply with the provisions of the Apprentices Act, 1961 and the rules and orders issued there under from time to time. If he fails to do so, his failure will be a breach of the contract and the 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 45                      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.

**Signature of Chief Engineer (FMD)  
For and on behalf of the HITES**

## **SAFETY CODE**

(i) 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 works as can be done safely from ladders. When a ladder is used an extra mazdoor shall be engaged for holdings the ladder and if the ladder is used for carrying material is well, suitable footholds and handholds shall be provided on the ladder and the ladder shall be given an inclination not steeper than  $\frac{1}{4}$  to 1 (4 horizontal and 1 vertical).

(ii) Scaffolding or staging more than 12 ft. Above the ground or floor, swung or suspended from an overhead support or erected with stationary support shall have guard rail properly attached bolted, braced and otherwise secured at least 3 feet high above the floor or platform of such scaffolding or staging and extending along with entire length of the outside and ends thereof with only such opening as may be necessary for the delivery of materials. Such scaffolding shall be so fastened as to prevent it from swaying from the building or structure.

(iii) Working platform, gangways, and stairways should be so constructed that they should not sag unduly or unequally and if the height of the platform or the gangway or the stairway is more than 12 feet above ground level or floor level, they should be closely boarded, should have adequate width and should be suitably fastened, as described in (ii) above.

(iv) Every opening in the floor of a building or in a working platforms be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or raiding whose minimum height shall be 3-0".

(v) 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 30 feet in length while the width between side rails in rung ladder shall in no case be less than 11-1/2" for ladder upto and including 10 feet in length. For longer ladders this width should be increased at least  $\frac{1}{2}$ " for each additional foot or length. Uniform step spacing shall not exceed 12. Adequate precautions shall be taken to prevent danger from electrical equipment's. No materials on any of the sites of work shall be so stacked or placed as to cause danger or inconvenience to any person of the public. The contractor shall provide all necessary fencing and lights to protect the public from accidents, and shall be bound to bear the expenses of defense of every suit, action or other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damaged and cost which may be awarded in any such suit, action or proceedings to any such persons or which may with the consent of the contractor be paid to compromise any claim by any such persons.

(vi)

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

(b) 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 over-loaded with debris or materials as to render is unsafe.

(viii) 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.

(a) Worker employed shall be provided with protective footwear and protective goggles.

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

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

- Entry for workers into the line shall not be allowed except under supervision of the Engineer in Charge or any other higher officer.
- 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.
- Safety belt with rope should be provided to the workers.
- 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 .
- No smoking or open flames shall be allowed.
- If a man has received a physical injury, he should be provided medical aid .
- The extents 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.

(f) The contractor shall not employ men below the age of 18 years and women on the work of painting with products containing lead in any form. Wherever men above the age of 18 years are employed on the work of lead painting the following precautions should be taken.

(g) No paint containing lead or lead products shall be used except in the form of paste or ready-made paint.

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

(i) Overalls shall be supplied by the contractors to the Workmen and adequate facilities shall be provided to enable the working painters to wash during the course of work.

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

- ii) Overall shall be worn by working painters during the whole of working period.
- iii) Suitable arrangement shall be made to prevent clothing put off during working hours being spoiled by painting materials.
- iv) 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.
- v) Department may require, when necessary, medical examination of workers.
- vi) Instructions with regard to special hygienic precautions, to be taken in the painting trade, shall be distributed to working painters.

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

(k) Use of hoisting machine and tackle including their attachments anchorage supports shall be conform to the following standards or conditions:

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

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

2. 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 and hoisting machine including any scaffolding winch or give signals to operator.

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

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

(ix) 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 decent of the load, adequate precautions should be taken to reduce and to minimize; the risk of any part of a suspended load becoming accidentally displaced. When workers employed on electrical installations which are already energized insulting mats, wearing apparel, such as gloves, sleeves and boots as may be necessary should be

provided. The workers should not wear any rings, watches and carry keys or other materials which are good conductors of electricity.

(xi) All scaffolds, ladders and 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.

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

(xiii) To ensure effective enforcement of the rules and regulations relating to safety precautions, the arrangement made by the contractor shall be open to inspection by the Labour Officer, Engineer-in-Charge of the department for their Representatives.

(xiv) Notwithstanding the above clauses from (i) to (xiv) there is nothing in these to exempt the contractor from the operations of any other Act or rule in force in the Republic of India.

### **Model Rules For the Protection of Health and Sanitary Arrangements for Workers Employed By Contractor**

#### **1. Application**

These rules apply to all building and construction works in-charge of HITES.

#### **2. Definition:**

“Work place” means a place at which, at an average 20 or more workers are employed in connection with construction work.

#### **3. “First Aid”:**

- 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 background 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 sterilized dressings.
    - 2. 3 medium size sterilized dressings.
    - 3. 3 large size sterilized dressings.
    - 4. 3 large sterilized burn dressings.
    - 5. 1 (30 ml.) bottle containing a two percent alcoholic solution of iodine

6. 1 (30ml) bottle containing salvolatile having the dose and mode of administration indicated on the label.
  7. 1 snakebite lancet.
  8. 1 (30gms.) 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 Institute, Government of India or his Client.
  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 workplaces in which the number of contract labour exceeds 50- Each first-aid- box shall contain the following equipment.
1. 12 small sterilized dressing.
  2. 6 medium size sterilized dressings.
  3. 6 large size sterilized dressings.
  4. 6 large size sterilized burn dressings.
  5. 6 (15-gms.) packets sterilized cotton wool.
  6. 1 (60 ml.) bottle containing two percent 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 of scissors.
  12. 1 copy of the first-aid leaflet issued by the Director General Factory Advice Service and Labour Institute/ Government of India or Client 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 procurement 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 at the work place.
- vi) A person in charge of the first-aid box shall be a person trained in First-Aid treatment, at 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:

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

### 5. WASHING FACILITIES

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

### 6. LATRINES AND URINALS

- i) Latrines shall be provided in every work place on the following scale namely:-
  - a) Where female are employed there shall be at least one latrine for every 25 females.
  - b) Where males are employed, there shall be at least one latrine for every 25 males.

Provided that where the number of males or females exceeds 100, it shall be sufficient if there is one latrine for 25 males or females as the case may be upto the first 100, and one for every 50 thereafter.
- ii) Every latrine shall be under cover and so partitioned off as to secure privacy, and shall have a proper door and fastenings.

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

## 7. PROVISION OF SHELTER DURING REST

At every place there shall be provided, free of cost, four suitable sheds, two for meals and the other two for rest separately for the use of men and women labour. The height of each shelter shall not be less than 3 metres (10 ft.) from the floor level to the lowest part of the roof. These shall be kept clean and the space provided shall be on the basis of 0.6 sq. m. (6 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 playroom for the children and the other as their bedroom. The rooms shall be constructed with specifications as per clause 19 H (ii) a, b & c.

- ii) The rooms shall be provided with suitable and sufficient openings for light and ventilation. There shall be adequate provision of sweepers to keep the places clean.
- iii) The contractor shall supply adequate number of toys and games in the playroom and sufficient number of cots and beddings in the bedroom.
- iv) The contractor shall provide one ayah to look after the children in the crèche when the number of women workers does not exceed 50 and two when the number of women workers exceeds 50.
- v) The use of the rooms earmarked as crèches shall be restricted to children, their attendants and mothers of the children.

## 9. CANTEENS

- i) In every work place where the work regarding the employment of contract labour is likely to continue for six months and where in contract labour numbering one hundred or more is ordinarily employed, an adequate canteen shall be provided by the contractor for the use of such contract labour.
- ii) The contractor shall maintain the canteen 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 4 months.
- vi) The premises of the canteen shall be maintained in a clean and sanitary condition.
- vii) Wastewater 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 percent of the contract labour working at a time.
- x) The floor area of the dining hall, excluding the area occupied by the service counter and any furniture, except tables and chairs, shall not be less than one square meter (10 sqft.) per diner to be accommodated as prescribed in sub-Rule 9.
- xi)
  - a) A portion of the dining hall and service counter shall be partitioned off and reserved for women workers in proportion to their number.
  - b) Washing places for women shall be separate and screened to secure privacy.
- xii) Sufficient tables' stools, chair or benches shall be available for the number of diners to be accommodated as prescribed in sub-Rule 9.
- xiii) a)

1. There shall be provided and maintained, sufficient utensils, crockery, furniture and any other equipment's, necessary for the efficient running of the canteen.
  2. The furniture utensils and other equipment shall be maintained in a clean and hygienic condition.
- b)
1. Suitable clean clothes for the employees serving in the canteen shall be provided and maintained.
  2. A service counter, if provided, shall have top of smooth and impervious material.
  3. Suitable facilities including an adequate supply of hot water shall be provided for the cleaning of utensils and equipment's.
- xiv) The foodstuffs and other items to be served in the canteen shall be in conformity with the normal habits of the contract labour.
- xv) The charges for foodstuffs, beverages and any other items served in the canteen shall be based on 'No profit, No losses' and shall be conspicuously displayed in the canteen.
- xvi) In arriving at the price of food stuffs, and other articles served in the canteen, the following items shall not be taken into consideration as expenditure namely: -
- a) The rent of land and building.
  - b) The depreciation and maintenance charge for the building and equipment's provided for the canteen.
  - c) The cost of purchase, repairs and replacement of equipment's 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's provided for the canteen.
- xvii) The accounts pertaining to the canteen shall be audited once every 12 months by registered accountants and auditors.

#### **10. ANTI-MALARIAL PRECAUTIONS**

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

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

#### **12. AMENDMENTS**

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

## CONTRACTOR'S LABOUR REGULATIONS

### 1. SHORT TITLE

These regulations may be called the 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 menses 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.

- 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 authorized 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 authorized representative of the Engineer-in-Charge, as the case may be, a certificate under his signature at the end of the entries in the "Register of Wages" or the "Wage-cum-Muster Roll", as the case may be, in the following form: -

"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 installment, 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 format (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 authorized by the Department this behalf.

**12. POWER OF LABOUR OFFICER TO MAKE INVESTIGATIONS OR ENQUIRY**

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

- i) Engineer in charge shall arrange payments to the labour concerned within 45 days from the receipt of the report form or the Vice President (ID), (HITES) as the case may be the Labour Officer

**14. APPEAL AGAINST THE DECISION OF LABOUR OFFICER**

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

**15. PROHIBITION REGARDING REPRESENTATION THROUGH LAWYER**

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

**LABOUR BOARD**

Name of work:\_\_\_\_\_

Name of Contractor:\_\_\_\_\_

Address of Contractor:\_\_\_\_\_

Name and address of Construction Unit \_\_\_\_\_

Name of CLIENT Labour Officer : \_\_\_\_\_

Address of CLIENT Labour Officer:\_\_\_\_\_

Name of Labour Enforcement Officer:\_\_\_\_\_

Address of Labour Enforcement Officer:\_\_\_\_\_

| Sl.No | Category | Minimum<br>wage Fixed | Actual wage<br>paid | Number<br>Present | Remarks |
|-------|----------|-----------------------|---------------------|-------------------|---------|
|       |          |                       |                     |                   |         |

Weekly holiday\_\_\_\_\_

Wage period \_\_\_\_\_

Date of payment of Wages\_\_\_\_\_

Working hours\_\_\_\_\_

Rest interval\_\_\_\_\_

Form-XIII (See Rule 75)

**Register of Workmen Employed by Contractor**

Name and address of contractor\_\_\_\_\_

Name and address of establishment under which contract is carried on\_\_\_\_\_

Nature and location of Work\_\_\_\_\_

Name and address of Principal Employer\_\_\_\_\_

| Sl. No. | Name and surname of Workman | Age and Sex | Father's/<br>Husband's<br>Name | Nature<br>of employment / designation. | Permanent home address of the<br>workman<br>(Village and Tehsil,<br>Taluka and District) | Local Address | Date of commencement<br>of employment | Signature<br>or thumb impression of<br>the workman | Date of<br>Termination<br>of employment. | Reasons<br>For<br>terminations. | Remarks |
|---------|-----------------------------|-------------|--------------------------------|--|--|---------------|---------------------------------------|--|--|---------------------------------|---------|
| 1       | 2                           | 3           | 4                              | 5                                      | 6  | 7             | 8                                     | 9  | 10                                       | 11                              | 12      |
|         |                             |             |                                |  |  |               |                                       |  |  |                                 |         |

Form-XVI (See Rule 78(2)(a))

**Muster Roll**

Name and address of the contractor\_\_\_\_\_

Name and address of establishment under which contract is carried on\_\_\_\_\_

Nature and location of work\_\_\_\_\_

Name and address of Principal Employer\_\_\_\_\_

For the month of fortnight\_\_\_\_\_

| Sl. No. | Name of workman | Sex | Father's/<br>Husband's<br>Name | Dates |   |   |   |   | Remarks |
|---------|-----------------|-----|--------------------------------|-------|---|---|---|---|---------|
| 1       | 2               | 3   | 4                              | 5     |   |   |   |   | 6       |
|         |                 |     |                                | 1     | 2 | 3 | 4 | 5 |         |
|         |                 |     |                                |       |   |   |   |   |         |

**Form -XVII (See Rule 78(2)(a))****Register of Wages**

Name and address of the contractor\_\_\_\_\_

Name and address of establishment under which  
contract is carried on\_\_\_\_\_

Nature and location of work\_\_\_\_\_

Name and address of Principal Employer\_\_\_\_\_

Wages period\_\_\_\_\_ Monthly/fortnightly

| Sl.No. | Name of workman | Serial No.in the register of workman | Designation of Nature of work done | No. of days worked | Units of work done | Daily rate of wages/piece rate | Basic Wages |
|--------|-----------------|--------------------------------------|------------------------------------|--------------------|--------------------|--------------------------------|-------------|
| 1      | 2               | 3                                    | 4                                  | 5                  | 6                  | 7                              | 8           |
|        |                 |                                      |                                    |                    |                    |                                |             |

| Dearnness allowances | Overtime | Other cash payments(Indicate nature) | Total | Deductions if any, (indicate nature) | Nett amount paid | Signature or thumb impression of the workman | Initial of contractor or his representative |
|----------------------|----------|--------------------------------------|-------|--------------------------------------|------------------|--|---|
| 9                    | 10       | 11                                   | 12    | 13                                   | 14               | 15   | 16  |
|                      |          |                                      |       |                                      |                  |  |   |

**Appendix 'V'**  
**(Observe)**

Wage Card No. \_\_\_\_\_  
**Wage Card**

Name and address of the contractor \_\_\_\_\_ Date of issue \_\_\_\_\_

Name and location of work \_\_\_\_\_ Designation \_\_\_\_\_

Name of Workman \_\_\_\_\_ Month/fortnight-----

Rate of Wages \_\_\_\_\_

| DATE    |   |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |  |
|---------|---|---|---|---|---|---|---|---|---|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|--|
|         | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 25 | 26 | 27 | 28 | 29 | 30 | 31 |  |
| Morning |   |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |  |
| Evening |   |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |  |
| Initial |   |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |  |

Rate \_\_\_\_\_

Amount \_\_\_\_\_

Received from \_\_\_\_\_ the sum of Rs. \_\_\_\_\_ on account of my wages.

Signature

The wage card is valid for one month from the date of issue



Form-XIX  
(See rule 78(2)(b))

**Wages Slip**

Name and address of the contractor\_\_\_\_\_

Name and Father's/Husband's name of workman\_\_\_\_\_

Nature and location of work\_\_\_\_\_

For the Week/Fortnight/Month ending\_\_\_\_\_

1. No. of days worked \_\_\_\_\_

2. No. of units worked in case of piece rate workers\_\_\_\_\_

3. Rate of daily wages/piece rate\_\_\_\_\_

4. Amount of overtime wages\_\_\_\_\_

5. Gross wages payable\_\_\_\_\_

6. Deduction, if any\_\_\_\_\_

7. Net amount of wages paid\_\_\_\_\_

Initials of the Contractors or his representative

Form-XIV  
(See rule 76)

**Employment Card**

Name and address of the contractor\_\_\_\_\_

Name and address of establishment under which contract is carried  
on\_\_\_\_\_

Nature of work and location of work\_\_\_\_\_

Name and address of Principal Employer\_\_\_\_\_

1. Name of Workman\_\_\_\_\_
2. Sl No. in the register of workman employed\_\_\_\_\_
3. Nature of employment/designation\_\_\_\_\_
4. Wage rate (with particulars of unit in case of piece work)\_\_\_\_\_
5. Wages period\_\_\_\_\_
6. Tenure of employment\_\_\_\_\_
7. Remarks\_\_\_\_\_

Signature of contractor

Form-XV (See Rule 77)

**Service Certificate**

Name and address of the contractor\_\_\_\_\_

Nature and location of work\_\_\_\_\_

Name and Address of workman\_\_\_\_\_

Age or date of birth\_\_\_\_\_

Identification marks\_\_\_\_\_

Father's/Husband's name\_\_\_\_\_

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

Name and address of Principal Employer\_\_\_\_\_

| Sl.No. | Total period for which employed |    | Nature of work done | Rate of Wages (with particulars of unit in case of piece work) | Remarks |
|--------|---------------------------------|----|---------------------|--|---------|
|        | From                            | To |                     |  |         |
| 1      | 2                               | 3  | 4                   | 5  | 6       |
|        |                                 |    |                     |  |         |

Signature

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

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

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

Form-XII (See Rule 78(2)(d))

**Register of Fines**

Name and address of the contractor\_\_\_\_\_

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

Nature and location of work\_\_\_\_\_

Name and address of Principal Employer\_\_\_\_\_

| Sl.No. | Name of workman | Father's/Husband's name | Designation/nature of employment | Act/Omission For which fine imposed | Date of Offence |
|--------|-----------------|-------------------------|----------------------------------|-------------------------------------|-----------------|
| 1      | 2               | 3                       | 4                                | 5                                   | 6               |
|        |                 |                         |                                  |                                     |                 |

| Whether workman Showed cause against fine | Name of person in whose presence employees explanation was heard | Wage period and wages payable | Amount of fine imposed | Date on which fine realized | Remarks. |
|---|--|-------------------------------|------------------------|-----------------------------|----------|
| 7   | 8  | 9                             | 10                     | 11                          | 12       |
|   |  |                               |                        |                             |          |

Form-XX (See Rule 78(2)(d))

**Register of Deduction for Damage or Loss**

Name and address of the contractor\_\_\_\_\_

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

Nature and location of work\_\_\_\_\_

Name and address of Principal Employer\_\_\_\_\_

| Sl.No. | Name of workman | Father's/Husband's name | Designation/nature of employment | Particulars of damage or loss | Date of damage or loss |
|--------|-----------------|-------------------------|----------------------------------|-------------------------------|------------------------|
| 1      | 2               | 3                       | 4                                | 5                             | 6                      |
|        |                 |                         |                                  |                               |                        |

| Whether workman showed cause against fine | Name of person whose presence employees explanation was heard | Amount of deduction imposed | No. of installments | Date of recovery  |                  | Remarks |
|---|---|-----------------------------|---------------------|-------------------|------------------|---------|
|   |   |                             |                     | First installment | Last installment |         |
| 7   | 8   | 9                           | 10                  | 11                | 12               | 13      |
|   |   |                             |                     |                   |                  |         |

**Register of Advances**

Name and address of the contractor\_\_\_\_\_

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

Nature and location of work\_\_\_\_\_

Name and address of Principal Employer\_\_\_\_\_

| Sl. No. | Name of workman | Father's/Husband's<br>name | Designation nature of<br>employment | Wage period and wages<br>payable | Date and Amount of<br>Advance given | Purpose(s) for which<br>Advance made | Number of Installments<br>by which advance to be<br>repaid | Date and amount of<br>each installments repaid | Date on which last<br>Installments was repaid | Remarks |
|---------|-----------------|----------------------------|-------------------------------------|----------------------------------|-------------------------------------|--------------------------------------|--|--|---|---------|
| 1       | 2               | 3                          | 4                                   | 5                                | 6                                   | 7                                    | 8  | 9  | 10  | 11      |
|         |                 |                            |                                     |                                  |                                     |                                      |  |  |   |         |

Form-XXIII (See Rule 78(2)(e))

**Register of Overtime**

Name and address of the contractor \_\_\_\_\_

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

Nature and location of work \_\_\_\_\_

Name and address of Principal Employer \_\_\_\_\_

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



**Notice for appointment of Arbitrator**  
**[Refer clause 25]**

To The

.....

Dear Sir,

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

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

Specimen signatures of the applicant

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

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

I/We enclose following documents.

1. Statement of claims with amount of claims.
- 2.

Yours faithfully,

Copy in duplicate to: 1. The Engineer -in-charge

## **SITE INFORMATION**

The tenderer's are advised to visit the site before tendering to get acquainted with the local site. However, for general information, the following particulars are given:

1. Access Facilities to Site: Plant and equipment can be transported to the site by road. The contractor has to make his own arrangement for bringing his plant, equipment, material and layout to the site. The preferential treatment for the contractor in use of service is guaranteed.
2. Other Contractors: The contractor shall allow reasonable facilities to other contractors working in the same area during the currency of his contract and ensure that no damage is caused to any equipment or installations, due to negligence of his own and or his sub-contractors/workman.
3. Contractor's Working Area: The area to be allowed to the contractor for execution of the work is shown in the layout drawing. The land allotted to the contractor for erecting temporary work sheds, stores, site office etc. to be constructed at his own expenses. Any conditional land required by the contractor shall be arranged by him at his own cost and responsibility.

## **ADDITIONAL CONDITIONS AND SPECIFICATIONS**

### **1. GENERAL SPECIFICATIONS**

#### **1.1 SCOPE OF WORK**

The complete scope of work shall cover supply, installation, testing and commissioning of Air Conditioning System at Studio Room, Academic Centre, JIPMER Puducherry including sizing of ducts, pipes routing & ducting. The contractor shall submit the design & drawings for approval and obtain approval from Consultant/Client before commencement of works.

#### **1.2 Basis of Design**

The entire system has been designed based on climatological data available as given under the section basis of Design. The technical requirements given under here are only indicative and not descriptive and the contractor shall ensure that the whole system supplied is complete in all respects for the smooth operation of the plant and should be suitable for the rated performance.

#### **1.3 Terms and Definitions**

The following terms have been used in the tender specifications, drawings, etc.

BIS Bureau of Indian Standards

ASHRAE American society of Heating, Refrigeration and Air-conditioning Engineers, USA.

ASME American Society of Mechanical Engineers.

ASA American Standard Association.

B.S British Standards

CMH Cubic Meter per Hour

CFM Cubic Feet per Minute

US GPM US Gallons per Minute

IGPM Imperial Gallons per Minute.

RPM Revolutions per Minute

BTU/Hr. British Thermal Unit per Hour  
 KCal/Hr. Kilo Calories per Hour  
 HZ Hertz  
 H.P. Horse Power  
 Kg/CM2 Kilo Gram per Square Centimeter  
 SG Supply Air Grilles  
 SD Supply Air Diffuser  
 SAF Supply Air Filters  
 FD Fire Damper  
 VCD Volume Control Damper  
 RG Return Air Grilles  
 RD Return air diffuser  
 FAD Fresh Air Damper  
 RH Relative Humidity  
 DB Dry Bulb Temperature  
 WB Wet Bulb Temperature  
 MV Mechanical Ventilation  
 DP Drain Point.  
 RO Rate Only

The design, manufacture, identification of material and testing of the equipment covered in this specification shall comply with the latest edition of the appropriate standard of the following:

- 1) Duct Work - IS:655 (latest edition)
- 2) Welding - IS:3589
- 3) Refrigeration and Air-conditioning - As per ASHRAE/ISI air-conditioning and refrigeration institute standards.
- 4) Sluice Valves for Water Lines - IS:778-1980
- 5) Copper alloy Gate/ Globe / Check Valve for water lines - IS:778
- 6) Colour code for the identification of pipe lines - IS:2379-1963
- 7) Specific requirements for the direct switching of the individual motors - IS:4064 (Part-II)-1978
- 8) PVC insulated (HD) Electric Cables for working voltage up including 1100 Volts - IS:1554 (Part I)
- 9) Starters - IS:8554 (Part-I) 1979
- 10) HRC Cartridge fuse links upto 650 Volts - IS:2208
- 11) Inspection and testing of installation IS:732 (Part-III) 1979
- 12) Galvanized steel wire for fencing - IS:277-1977
- 13) Three phase induction motors - IS:325
- 14) Horizontal centrifugal pumps - IS:1620
- 15) Wrought aluminum and aluminum alloy sheet and strip for general engineering purposes - IS:737
- 16) Bourdan tube pressure & vacuum gauges - IS:3624
- 17) Glossary of terms used in refrigeration and air-conditioning - IS:3615
- 18) Code for practice for standard for selection of standard worm and helical gears - IS:7403
- 19) PVC insulated (heavy duty) electric cables for working voltage upto and including 1100 watts: - IS:1554 (Part-I)
- 20) Expanded Polystyrene (EPS) : - IS 4671.
- 21) Resin bonded glass wool: - IS 8183.

#### **1.4 Safety Codes**

The following IS codes shall be followed:

- ☐ Safety code for mechanical refrigeration - IS:660
- ☐ Safety code for air-conditioning - IS:659
- ☐ Safety code for scaffolds & ladders -IS:3696

- Code of practice for fire precautions in welding & cutting operations - IS:3016
- Code for safety procedures and practices in electrical works - IS:5216
- Code of practice for safety and health requirements in electrical & gas welding and cutting operations - IS:3696
- Indian Electricity Act 1910
- Electricity Supply Act and Indian Electricity Rules.

## 1.5 MACHINERY

### AIR COOLED PACKAGED/DUCTABLE AIR CONDITIONING UNIT

#### 1. Cabinet

The packaged split air conditioning units shall have metal cabinet of min 1.6mm thick (16 gauge) galvanized sheet steel. The body should be machine pressed and adequately stiffened. The body should be chemically treated for corrosion resistance and Polyester powder coated.

#### 2. Compressor

All compressors shall be hermetically sealed scroll type of suitable capacities. Compressor shall be suitable for R22 refrigerant. The compressor shall be electrically interlocked with indoor and outdoor fan motors, HP/LP cutouts and thermostat in the evaporator. The compressor shall be housed inside the Condenser.

#### 3. Condenser (Air cooled)

The coils shall be made of copper hydraulically bonded with aluminium fins. The tubes shall have a minimum of 9.5 mm outer diameter, firmly bonded with aluminium fins spaced at 12-14 fins/inch. The air velocity across the face of the coil shall not exceed 200 m/min. The coils shall be designed for a maximum working pressure of 35 kg./sq.cm. The condenser coil shall be protected on the open end by a wire mesh duly powder coated/plastic coated.

#### 4. Evaporator coil

The coils shall be made of copper hydraulically bonded with aluminium fins. The coils shall be hydrophilic in nature. The tubes shall have a minimum of 9.5 mm outer diameter, firmly bonded with aluminium fins spaced at 12-14 fins/inch. The air velocity across the face of the coil shall not exceed 170 m/min. The coils shall be designed for a maximum working pressure of 35 kg/sq.cm. The circuit should include a thermostatic expansion valve/capillary tube, distributor, liquid strainer, suction line shut off valve and liquid line shut off valve.

#### 5. Condenser motor

The condenser motor shall be of IP-55 rating.

#### 6. Refrigeration piping and accessories

Only hard drawn copper shall be used in piping with brass fittings wherever required. Brazing shall be with silver copper phosphorous alloy. Horizontal lines shall have a grading of at least 1:250 away from the compressor and towards condenser to prevent gravity draining of oil to compressor. Liquid lines shall be sized to ensure that flashing of liquid refrigerant does not occur. The circuit should include a thermostatic expansion valve, distributors, liquid strainer, dehydrator and liquid lines shut off valve and suction line shut off valve.

Leaks shall be tested with soap solution at a minimum pressure of 21 kg/sq.cm. After all leaks have been repaired, system shall be tested with the test pressure maintained for a period of not less than 8 hours. No measurable drop in pressure should be detected after the pressure readings are adjusted for temperature changes. After satisfactory completion of the pressure test, the system shall be evacuated to reduce the pressure to 0.1 Kg/Sq.cm. for a period of 6 hours and vacuum broken. A vacuum pump connected to the refrigeration system shall be used to create

the vacuum and the installed compressor shall not be used to create the purpose. The system shall again be evacuated and a vacuum of 0.01 Kg/Sq.cm. maintain for 24 hours before charging with correct quantity of refrigerant and oil. The system shall be operated for 12 hours and then again tested for leaks.

#### **7. Drain Piping**

Drain pipe shall be of 32mm dia. PVC pipes. All Ductable Split units shall be provided with independent drain lines. And all the drain line above false ceiling shall be insulated. The drain shall be taken to the nearest exit points.

#### **8. Fan**

Fan section including wheel and housing shall be of heavy gauge steel/aluminum. Fans shall be centrifugal, forward curved multi-blade type. Fan housing shall have inlets and guide vanes for smooth air flow. Fans shall be complete with drive motor. The fans should be statically and dynamically balanced. The fan motor should be resilient mounted. The fan should deliver a static pressure of 125 mm.

#### **9. Dampers**

All fresh air intakes shall be provided with dampers. The fan outlets should be controllable with a damper. The supply collars, wherever mentioned, shall be provided with collar dampers.

#### **10. Filters**

All evaporator units shall be provided with air filters capable for filtration upto 20 microns. The filters shall be of washable synthetic fibre type.

#### **11. Control Panel**

All units shall have independent electrical control panels housing contactors, overload relays, voltage cutouts, time delays, interlocks, strip connectors, indication lamps, and control fuse. All these have to be housed inside the Outdoor unit of each circuit.

#### **12. Thermostat**

The Thermostat shall be control wired with the control panel and shall be placed in the return air path inside the boxing.

#### **13. Installation**

Adequate vibration isolation using rubber/neoprene pads/vibration springs in order to reduce transmission of vibrations to the floor shall be provided for all condensing units.

#### **14. Testing**

Ductable units after installation shall be tested for its conformity to specifications. Units shall also be tested for the rated capacity and power consumption.

#### **15. Electric motor**

The electric motor driving the compressor shall be as per manufacturer's standard for this compressor and motor shall be suitable for operation on A.C. supply. The motor shall be continuous duty rated for the application. The motor shall be selected such a way that the motor rating is for actual requirement.

The motor shall be provided with suitable bearing to take care of loads/thrust. Necessary lubricators shall be provided to enable the bearings to be correctly greased as required. The tenderer shall also calculate KW/TR.

#### **16. AHU**

The AHU shall be AR certified floor mounted/ceiling suspended type, double skinned type made of 0.6mm pre-coated GI sheets on both sides min 40mm thick PUF CFC free, 40kg/m<sup>3</sup> between sheets, SS 304 drain pan with nitrile rubber insulation, GSS base channel. Suitable for DX coil of copper 6 rows min, Aluminum fins, with synthetic non-woven type pre (EU4) and fine filters (EU7) filtration up to 3microns. The AHU shall be with suitable static blower DIDW, centrifugal, forward curved blade, belt driven for

hepa filter application comprising of suitable rated motor min EFF1 rated. The AHU shall also be provided with manual volume control damper on supply, return and fresh air sides to control the air volume. The AHU shall be UL certified for safety. The AHU shall be provided with access doors for filter cleaning and maintenance etc.

### 1.6 DUCTING SYSTEM

This section deals with supply, erection, testing and commissioning of all sheet metal ductwork conforming to specifications given below. The ducts shall be of factory fabricated.

| Maximum size<br>(mm)         | Thickness of<br>sheet<br>(mm) | Type of transverse joint connections  | Bracing<br>(if any)   |
|------------------------------|-------------------------------|---|---|
| Upto 300                     | 0.63<br>24 G                  | S-drive, pocket or bar slips, on 2.5m<br>centres  | None  |
| 301 to 600<br><br>601 to 750 | 0.63<br><br>24 G              | S-drive, pocket or bar slips, on 2.5m<br><br>centres S-drive, 25mm<br><br>pocket or 25mm bar slips on<br><br>2.5m centres drive | None<br><br>25x25x3mm<br><br>angle<br><br>1.2m<br><br>from<br>joint |
| 751 to 1000<br>1001 to 1500  | 0.80<br>22 G                  | 40x40mm angle connections, or<br>40mm pocket or 40mm bar<br>slips, with 35x3mm bar<br>reinforcing on 2.5m centres               | 40x40x2mm<br>angle<br>1.2m<br>from<br>joint                         |
| 1501 to 2250                 | 1.00                          | 40x40mm angle connections, or   | 40x40x3mm   |

|              |              |   |  |
|--------------|--------------|---|--|
|              | 20 G         | 40mm pocket or 40mm bar<br>slips, 1 m maximum centres<br>with 35x3mm bar reinforcing                                  | angle /<br>40x40x3<br>mm<br>angle<br>60mm<br>from<br>joint.              |
| 2251 & above | 1.25<br>18 G | 50x50mm angle connections, or<br>40mm pocket or 40mm bar<br>slips, 1 m maximum centres<br>with 35x3mm bar reinforcing | 40x40x3mm<br>angle /<br>40x40x3<br>mm<br>angle<br>60mm<br>from<br>joint. |

The following points shall be also taken into account while fabrication of ducts.

- All ducts shall be as per gauges, etc. indicated on the approved drawings.
- All ducts of size larger than 450 mm shall be cross broken.
- All ducts shall be supported from RCC/truss by means of MS rods, angles, etc.
- The ductwork shall not extend outside and beyond height limits as specified on the approved drawings.
- All ducts shall be reinforced, if necessary and must be secured in place so as to avoid shifting of the ducts on its supports.
- The vanes shall be provided and securely fastened to prevent noise and vibration. The rubber gasket shall be installed between duct flanges in all connections and joints.
- The ductwork can be modified in consultation with Purchaser to suit actual conditions in the building.



- All flanges and supports should be primer coated on all surfaces before erection and painted with aluminum paint thereafter.
- The flexible joints are to be fitted to the suction and delivery of all fans with double heavy canvass. The length of flexible joints should not be less than 150 mm.
- All sheet metal gauges and fabrication procedure as given in BIS specification shall be strictly adhered to. The BIS specification shall form part of this contract.

### **1.6.2 Grilles/Diffusers**

Material of construction - Extruded Aluminum

Supply air and return air grilles shall be continuous type and shall be fixed as given in the approved drawing. The square/rectangular diffusers shall be flush or step down type to match false ceiling pattern. The diffuser blades shall be die formed, flush mounted with single or double direction airflow. Supply of frames for fixing the grilles/diffusers, if required, is also in the scope of the contractor. Return air grilles shall be with blanks and return air provisions. The size and appearance shall match with supply air grilles. The supply air grilles shall form part of the continuous return air grilles. The fixing of grilles/diffusers should be done in close co-ordination with false ceiling work and as directed by Purchaser.

The aluminum grilles/diffusers, etc. shall be powder coated of colours to match the interiors. However, successful bidder shall have to obtain prior approval regarding colour, finish, shape, etc. of grilles/diffusers and sample should be submitted to Purchaser for approval.

### **1.6.3 Testing**

The complete duct system shall be tested for air leakage and complete air distribution systems shall be balanced in accordance with the approved drawings for achieving designed values inside the building.

## **1.7 THERMAL / ACOUSTIC INSULATION**

### **1.7.1 Material**

- Insulation material shall be Closed Cell Elastomeric Nitrile Butadiene Rubber.
- Insulation material shall have anti-microbial product protection. The antimicrobial product protection shall be an integral part of insulation that is built-in during the manufacturing process and the product protection should not allow the microbes to function, grow and reproduce.
- Resistance towards microbiological growth on insulation surface should confirm to following standards: Fungi Resistance - ASTM G21 where the fungal growth on the surface is NIL after 28 days of incubation at 28 - 30 deg C and Bacterial resistance - ASTM E 2180 where the reduction of bacterial growth is minimum 99.9% after 24 hours of incubation at 34 - 38 deg C.

- Thermal conductivity of Elastomeric Nitrile rubber shall not exceed 0.035 W/m<sup>2</sup>K at an average temperature of 20°C in accordance to EN12667
- The insulation shall have fire performance such that it passes Class 1 as per BS476 Part 7 for surface spread of flame as per BS 476 and also pass Fire Propagation requirement as per BS476 Part 6 to meet the Class 'O' Fire category as per 1991 Building Regulations (England & Wales) and the Building Standards (Scotland) Regulations 1990.
- Water vapour permeability shall not exceed  $1.74 \times 10^{-14}$  Kg/m.s.Pa, i.e. Moisture Diffusion Resistance Factor or 'μ' value should be minimum 10,000 according to EN12086.
- Density of Material shall be between 40 to 60 Kg/m<sup>3</sup>.

### 1.7.2 Duct Insulation

External thermal insulation shall be provided as follow:

- The thickness of Nitrile rubber shall be as shown on drawing or identified in the schedule of quantity. Following procedure shall be adhered to:
- Duct surfaces shall be cleaned to remove all grease, oil, dirt, etc. prior to carrying out insulation work. Measurement of surface dimensions shall be taken properly to cut closed cell elastomeric rubbers sheets to size with sufficient allowance in dimension.
- Material shall be fitted under compression and no stretching of material shall be permitted. A thin film of adhesive shall be applied on the back of the insulating material sheet and then on to the metal surface. When adhesive is tack dry, insulating material sheet shall be placed in position and pressed firmly to achieve a good bond. All longitudinal and transverse joints shall be sealed as per manufacturer recommendations. The adhesive shall be strictly as recommended by the manufacturer.
- The detailed Application specifications are mentioned separately.

### 1.7.3 Insulation of Ducts Exposed Directly to Sunlight

For installations exposed to sunlight, after giving 36 hours curing time for the adhesive apply manufacturer's recommended UV/Mechanical Protection. Please refer the separate detailed guidelines on UV/Mechanical Protection.

### 1.7.4 Piping Insulation

All chilled water, refrigerant and condensate drain pipe shall be insulated in the manner specified herein. An air gap of 25 mm shall be present between adjacent insulation surfaces carrying chilled water or refrigerant. Before applying insulation, all pipes shall be brushed and cleaned. All Pipe surfaces shall be free from dirt, dust, mortar, grease, oil, etc. Nitrile Rubber insulation shall be applied as follows:

### 1.7.5 Recommended Adhesive

In all cases, the manufacturer's recommended Adhesive should be used for the specified purpose.

### 1.7.6 Acoustic Insulation

Material shall be engineered Nitrile Rubber open cell foam. The Random Incidence Sound Absorption Coefficients (RISACs) across the octave band frequencies; tested as per ISO 354, and Noise Reduction Coefficients (NRCs) for the Acoustic Insulation should be minimum as per the below chart:

| Freq (Hz) | 125  | 250  | 500  | 1000 | 2000 | 4000 | NRC  |
|-----------|------|------|------|------|------|------|------|
| 10 mm     | 0.03 | 0.04 | 0.14 | 0.40 | 0.88 | 1.00 | 0.40 |
| 15 mm     | 0.01 | 0.09 | 0.29 | 0.74 | 1.08 | 0.83 | 0.55 |
| 20 mm     | 0.04 | 0.13 | 0.40 | 0.90 | 1.04 | 0.90 | 0.60 |
| 25 mm     | 0.05 | 0.25 | 0.86 | 1.14 | 0.88 | 0.99 | 0.80 |
| 30 mm     | 0.07 | 0.32 | 0.99 | 1.16 | 0.93 | 1.08 | 0.85 |
| 50 mm     | 0.23 | 0.73 | 1.29 | 0.99 | 1.09 | 1.11 | 1.05 |

- ☐ The material should be fibre free.
- ☐ The density of the acoustic insulation should be minimum 140 Kg/m<sup>3</sup>
- ☐ The insulation should have Microban®; Built-in Anti-Microbial Product Protection, and should pass Fungi Resistance as per ASTM G 21 and Bacterial Resistance as per ASTM E 2180.
- ☐ The insulation should be non-eroding & should pass Air Erosion Resistance Test in accordance to ASTM Standard C 1071-05 (section 12.7).
- ☐ The material should have a thermal conductivity not exceeding 0.047 W/m.K @ 20 Deg. C
- ☐ The material should withstand maximum surface temperature of +850C and

minimum surface temperature of -200C

- ☐ The material should confirm to Class 1 rating for surface spread of Flame in

accordance to BS 476 Part 7 & UL 94 (HBF, HF 1 & HF 2) in accordance to UL 94, 1996.

- ☐ Thickness shall be 10mm for Duct Acoustic Lining
- ☐ Duct so identified and marked on Drawings and included in Schedule of Quantities shall be provided with internal acoustic lining for a distance of minimum 6 meters (or 30% of the duct length whichever is more)
- ☐ Thickness of the insulation material shall be as specified for the individual application. The insulation should be installed as per manufacturer's recommendation.

### 1.7.7 Accessories

Adhesive to adhere insulation to the inside walls of the duct shall be from the Insulation manufacturer only.

## 1.8 FIRE DAMPERS

This section deals with supply, erection, testing and commissioning of fire dampers and box type dampers, conforming to general specification and suitable for duty selected, indicated in schedule of equipment/material.

### 1.8.1 Dampers

- a) The fire dampers of at least two hour rating shall be provided in all return air ducts at wall crossing. All fire dampers shall be fire tested by CBRI Roorkee for 120 minutes fire rating as per UL555-1995.
- b) 6G GSS sheet blade and frame with 165mm casing, heavy duty interlocking blades and fully enclosed blade linkage mechanism, SS lateral seal blade seals, self-lubricating sintered bronze bushes, fire rating as per UL555-1995 tested as per BS-476 part 20 with 18G extended sleeve 450mm and with fusible link, spring mechanism control panel temp sensor, smoke sensor, limit switch with lever for auto shut off in case of fire/smoke
- c) In the normal position the blades of the dampers shall remain open to allow maximum air to flow. The dampers shall be actuated using fusible link and spring mechanism. The fire damper shall also close due to temperature rise above 74oC.
- d) All fire dampers shall be mounted on wall with a duct sleeve 400 mm long depending on the wall thickness. The sleeve shall be factory fitted on the fire damper. The joint at the sleeve end shall be slip on type. Minimum thickness of GI sheet used for sleeves shall be 18G.

## 3. MODE OF MEASUREMENT

### 3.1.1 Ducting

- All sheet metal ducting work shall be measured in terms of final sheet area installed in Sq. m.  
Eg:- Measurement of 600 mm x 300 mm duct of 1 m length =  $[(600+300) \times 2 \times 1] = 1.80 \text{ Sq.m.}$ 

1000
- Duct fittings such as bends, elbows, tap-offs, collars, transformation pieces etc. shall be treated as ordinary duct pieces with their length measured along their centre line as mentioned in point (i).
- Vanes, splitters, duct dampers, deflectors, access doors, etc. which are required to be installed in the duct work shall not be measured separately as it shall form part of the duct work.
- (ii) Duct supports, stiffening members, etc. shall not be measured separately. All such supports/hangers shall form part of duct work.
- (iii) Equipment connections such as canvas/asbestos/rexine shall be deemed to be part of the duct work, and no separate measurement shall be allowed.

No separate special measurement shall be made for bends, transformation pieces, tap offset, elbows, etc.

### 3.1.2 Grilles:

All grills will be measured in terms of effective area in Sq.m.

### 3.1.3 Diffusers:

Diffusers will be measured in terms of effective area in Sq.m.

### 3.1.4 Ducting Insulation

d) Ducting insulation will be measured on the basis of centerline of insulation and not the outer line of insulation.

Eg:- Measurement of 25mm thick insulation on 600 mmx300mm duct of 1m length =

$$[(600+25)+(300+25)] \times 2 \times 1 \text{ Sq.m}$$

1000

No separate special measurement shall be made for insulation of bends, transformation pieces, tap offs, elbows, etc. All such insulation shall be treated as standard duct insulation.

- Insulation item shall include all accessories and finishes as specified. No separate measurement will be made for such items.

### 3.2 Electrical items

#### Mode of Measurement of Electrical Items

The Works shall be measured, as prescribed in the specification of work, notwithstanding any general or local custom, except where otherwise specifically described or prescribed in the Contract. Wherever not specifically mentioned in the Contract, the mode of measurement as prescribed in the relevant IS codes shall be applicable and binding to the Contract. Only the latest editions of all the codes of practices including all latest official amendments and revisions shall be applicable.

## 4. TESTING OF AIR-CONDITIONING SYSTEM

4.1 Routine and type tests for the various items of equipment of the system shall be performed at the Contractor's own cost and test certificates are to be submitted.

4.2 The performance tests to determine whether or not the full intent of the specification is met shall be conducted by the contractor. After notification to Purchaser that the installation has been completed and the system has run continuously for a period of at least one week, the contractor shall conduct under the direction and the presence of Purchaser such tests as specified to establish the capacity of various equipment supplied and installed by the contractor.

4.3 The contractor shall operate, test and adjust the air-conditioning system units, fan, motors, all air handling appliances including adjustment of regulators, dampers, etc. All testing equipments, labour, operating personnel, oil, refrigerant or any other item required for these tests shall be provided by the contractor to enable the plant to be put in a continuous running test.

#### 4.4 TEST PROCEDURE:

##### 4.4.1 Design Conditions:

The inside and outside conditions shall be recorded on hourly basis. The outside and inside dry bulb and wet bulb temperatures shall be recorded by means of a sling psychrometer with mercury thermometers. The relative humidity shall be computed from the psychrometric chart. The inside dry bulb temperature and relative humidity shall fall within the specified limits.

The contractor should conduct performance such tests as indicated in the rated Technical Part and produce sufficient documentary proof that the plant is operating at the rated capacity.

- 4.5 The following readings shall be recorded hourly during the tests and capacity of the plant shall be computed.

**(i) Compressor**

|                        |   |                          |
|------------------------|---|--------------------------|
| a. Suction pressure    | - | Kg/cm <sup>2</sup> (psi) |
| b. Suction temperature | - | °C (°F)                  |
| c. Discharge pressure  | - | Kg/cm <sup>2</sup> (psi) |
| d. Condensing Tempr.   | - | °C (°F)                  |
| e. Oil pressure        | - | Kg/cm <sup>2</sup> (psi) |
| f. Compressor Speed    | - | RPM                      |

**Compressor motor**

|                     |   |       |
|---------------------|---|-------|
| a. Rated capacity   | - | HP    |
| b. Rated volts      | - | Volts |
| c. Rated current    | - | Amps  |
| d. Starting current | - | Amps  |

**Inside unit**

|                 |   |                           |
|-----------------|---|---------------------------|
| a. Air velocity | - | M/Hr. (FPM)               |
| b. Face area    | - | M <sup>2</sup> (SFT)      |
| c. Air quantity | - | M <sup>3</sup> /Hr. (CFM) |

. Entering air temp. DB

Entering air temp. WB

Leaving air temp. DB

Leaving air temp. WB

**Air Grilles**

Area of Grilles

Velocity

Air flow rate

Temperature DB

Temperature WB

**Air Diffusers**

Area

Velocity

Air flow rate

Temperature DB

Temperature WB

**Filters**

Total area

Effective area

Velocity of air

Quantity of air

**5. TECHNICAL DATA**

**(To be submitted along with the tender)**

The following data shall be furnished along with the offer: (REFER LIST OF APPROVED MAKES)  
(Attach catalogues, brochures, etc.)

**Ductable Split unit**

Manufacturer

Model

Actual capacity TR

Overall dimensions

Over all weight

Operating weight

Refrigerant

**Compressor**

Manufacturer

Model

Type

Capacity at the specified water temp. and flow rates - in TR

Type of capacity control provided

Type of lubrication

KW / TR

**Motor**

Model

Manufacturer

Number of motors

Capacity HP

Whether provided with part winding

Type

Class of insulation

Speed RPM

Characteristics

Type of starter

Rating

Whether the following protections are provided.

i) Overload

Yes/No

ii) Under voltage

Yes/No

(i) Single phase protection  
(for three phase motor starters)

Yes/No

**Inside units**

Manufacturer

Model

Type of fan

Fan speed (R.P.M.)

No. of fans.

Fan wheel diameter (mm)

Drive arrangement

Material and thickness of fan wheel and blades.

Materials and thickness of housing.

Fan outlet area

Outlet velocity.

Total air quantity

Static pressure at outlet. (mm. of water)

Whether statically and dynamically balanced.

B.H.P. Consumed

Total weight of all items

**Cooling Coil**

Material of Tubes

Material of fins



Tube diameter  
Tube thickness  
Fin thickness  
Method of bonding of fins  
No. of fins/cm.  
Total tube surface outside

Test pressure

Coil face area

### **Filter**

Manufacturer

Type of filters  
Filter medium  
Material of frame work and its thickness  
Face area  
Face velocity across filters  
Pressure drop across filters (mm of water)

### **Motor**

Manufacturer  
Model  
Number of motors  
Capacity HP  
Type  
Class of insulation  
Speed RPM  
Characteristics  
Type of starter  
Rating

Whether the following protections are provided.

- |   |        |
|---|--------|
| i) Overload   | Yes/No |
| ii) Under voltage   | Yes/No |
| iii) Single phase protection (for three phase motor starters) | Yes/No |

### **Filter**

Manufacturer  
Type of filters  
Filter medium  
Material of frame work and its thickness  
Face area  
Face velocity across filters  
Pressure drop across filters (mm of water)

**Motor**

Manufacturer  
Model  
Number of motors  
Capacity HP  
Type  
Class of insulation  
Speed RPM

Characteristics  
Type of starter  
Rating

**Ducting**

Material

Manufacturer

**Insulation (for ducting)**

Manufacturer

Material

'k' Value at 10 (oC) mean temperature

Thickness.

Density

Fire Retardant property

Note : Any other data relevant to each equipment shall also be furnished.

**Ducting**

Material Manufacturer  
Insulation (for ducting) Manufacturer  
Material  
'k' Value at 10 (°C) mean temperature  
Thickness.  
Density  
Fire Retardant property

Note : Any other data relevant to each equipment shall also be furnished.

**6. PARTICULAR SPECIFICATIONS**

2.1 For new items for which specifications are not available as stated above, the specifications decided by the Engineer-in-charge based on the contractor. Where materials are specified by reference to brand and make names and use of their equivalents permitted use of such equivalents shall only be allowed after the contractor satisfy the Engineer-in-charge that at the appropriate time, material of the brand or make specified are not available, and the adequacy or the equivalent materials.

## Approved Make List

| Approved make of items -HVAC |  |   |
|------------------------------|--|---|
| Sl No                        | Products   | Makes   |
| 1                            | AC Condensing Outdoor Units/Ductable Units /Split AC | Blue star/ Voltas/ Carrier /Hitachi/Daikin/Samsung/       |
| 2                            | AC AHU's& IDU's                                      | Blue star/ Voltas/ Carrier/ Edgetech/ Daikin/VTS/ Zeco    |
| 3                            | De-humidifier  | Bry Air/Dessicant Rotor                                   |
| 4                            | Copper Pipes   | Totaline/Mandev/Piyush                                    |
| 5                            | Three phase motors                                   | Siemens/Kirloskar/Crompton/Bharath Bijlee / ABB / Alsthom |
| 6                            | Aluminium Conductor Cables                           | Finolex/NICCO/Havells// Gloster                           |
| 7                            | Stabilizer   | V Guard/VOLTAS/Everest                                    |
| 8                            | GI/Al Sheets   | SAIL/TATA/JINDAL/HINDALCO/NACL                            |
| 9                            | Resin bonded Glass wool                              | UPTWIGA /Owens Coning/KIMMCO                              |
| 10                           | Nitrile Rubber Insulation                            | Armaflex/K Flex   |
| 11                           | Grilles/Diffusers                                    | Airmaster/ Carryaire/ Cosmic/ Air Flow/Ravistar           |
| 12                           | Pressure gauges                                      | Feibig/H-Guru/Jaspin                                      |
| 13                           | Industrial type thermometers                         | Feibig/H-Guru/Jaspin                                      |
| 14                           | Fire/Volume Control Dampers                          | Carryaire/ Airmaster/ Air Flow/ Ravistar                  |
| 15                           | Exhaust/ Duct Fans                                   | System Air/Kruger/Nicotra/ Almonard                       |
| 16                           | PVC pipe   | Any ISI marked  |
| 17                           | Valves   | Audco, Leader, Kirloskar, Advance,                        |
| 18                           | Factory Fabricated Ducts                             | ZECO, Western Air Ducts, Rolstar, Camduct                 |
| 19                           | Double Skin Aluminum Panel                           | Lloyd, Rinac  |

## CLIENT'S CERTIFICATE REG. PERFORMANCE OF CONTRACTOR

Name & address of the Client

.....

Details of Works executed by Shri / M/s.

.....

|     |   |  |
|-----|---|--|
| 1.  | Name of work with brief particulars   |  |
| 2.  | Agreement No. and date  |  |
| 3.  | Agreement amount  |  |
| 4.  | Date of commencement of work  |  |
| 5.  | Stipulated date of completion   |  |
| 6.  | Actual date of completion   |  |
| 7.  | Details of compensation levied for delay (indicate amount) if any   |  |
| 8.  | Gross amount of the work completed and paid   |  |
| 9.  | Name and address of the authority under whom works executed   |  |
| 10. | Whether the contractor employed qualified Engineer/Overseer during execution of work  |  |
| 11. | i) Quality of work (indicate grading)<br>ii) Amount of work paid on reduced rates, if any   | Outstanding/Very<br>Good/Good/Poor   |
| 12. | i) Did the contractor go for arbitration?<br>ii) If yes, total amount claim<br>iii) Total amount awarded  |  |
| 13. | Comments on the capabilities of the Contractor<br><br>a) Technical Proficiency<br><br>b) Financial soundness<br><br>c) Mobilization of adequate T&P<br><br>d) Mobilization of manpower<br><br>e) General behavior | Outstanding/Very<br>Good/Good/Poor<br>Outstanding/Very<br>Good/Good/Poor<br>Outstanding/Very<br>Good/Good/Poor<br>Outstanding/Very<br>Good/Good/Poor<br>Outstanding/Very<br>Good/Good/Poor |

“Countersigned Reporting Office  
With Office Seal”

Signature of the Officer of the rank of  
Executive Engineer or Equivalent Officer  
Or Engineer-in-charge

## BIDDERS INFORMATION ON GST

| Vendor details   |         |
|--|---------|
| Particular   | Details |
| 1. Name of the Vendor  |         |
| 2. Constitution of the Vendor (Proprietor, HUF, Partnership Firm, LLP, Private/Public Company, Society/Club/Trust/AOP, Foreign Company, Govt. Dept., Others) |         |
| 3. PAN of the Business (along with copy of PAN Card)   |         |
| 4. Software used by your organization for accounting purpose   |         |
| 5. Details of Goods (along with HSN Code/ Excise classification) being/to be supplied to our organization  |         |
| 6. Details of Services (along with HSN code) being/to be supplied to our organization  |         |
| 7. Following details for <b>each supplying State (from which material/services is being or proposed to be supplied to us)</b> [Refer Comments]               |         |
| 8. Nature of the Vendor (SEZ unit/SEZ Developer/STPI Unit/Normal entity/Foreign entity)  |         |
| 9. Category of vendor (Normal registered / Registered under composition/ Unregistered / Located outside India)   |         |
| 10. Address  |         |
| 11. State code (Code as prescribed under GST)  |         |
| 12. Latest Contact No.   |         |
| 13. Latest Fax No. (if any)  |         |
| 14. Latest E-mail ID (if any)  |         |
| 15. GSTIN allotted by the Government (along with registration certificate)   |         |
| 16. Effective date of registration   |         |

### Comments:

1. The information at Sl. No. 8 to 16 needs to be provided for each of the supplying State separately to us.
2. In case, you have obtained more than one registration in a State for different business verticals, the information at Sl. No. 8 to 16 needs to be provided for the additional registrations in the same State separately.

## **HLL INFRA TECH SERVICES LIMITED (HITES)**

(Subsidiary of HLL Lifecare Limited  
A Government of India Enterprise)

### **PROFORMA FOR AGREEMENT**

**THIS AGREEMENT** made this ..... day of ..... between HLL Infra Tech Services Ltd., having its Head Office at B-14 A, Sector 62, Noida, Uttar Pradesh 20 (which expression shall mean and include its successor or successors in office and assignee) acting through the Chief Engineer (FMD), HLL Infra Tech Services Ltd., ..... Hereinafter called 'The HITES' on the one part and M/s./ Shri ..... hereinafter called the "Contractor" (which expression shall mean and include their heirs executors and administrators and assignee) of the other part.

**WHEREAS** The HITES being desirous of having provided and executed certain works mentioned, enumerated or referred to in the specifications, conditions of contract, schedule of quantities of works, drawings, and other documents consisting of the "Tender" and acceptance thereof, copy hereto annexed, all of which are deemed to form part of this contract and are included in the term **CONTRACT** whenever herein used.

**AND WHERE AS** The HITES accepted the tender of Contractor..... for the provision and the execution of the said work at the rates stated in the Schedule of quantities of work (hereinafter called the "Schedule of rates") upon the terms and subject to the condition of contract.

**NOW THIS AGREEMENT WITNESSTH & IT IS HEREBY** agreed and declared as follow:

1. In consideration of the payments to be made to the contractor for the work to the executed by him, the contractor does hereby covenant with the HITES that the contractor shall and will duly provide, execute, and complete the said works on or before the dates mentioned in the said conditions attached to the tender documents and shall maintain the same at his own cost for a period of six/twelve months thereafter, perform another acts and things in the contract mentioned described of which are to be implied there from or may be reasonably necessary, for the completion of the said works and in the manner and subject to the terms and conditions of stipulations mentioned in the contract.

2. In consideration of the due provision, execution, and completion of the said works the HITES does hereby agree with the contractor that the HITES will pay to the contractor of the respective amount for the work actually done by him at the "Schedule or Rate" as contained in the appended schedule and such other sums as may become payable to the contractor under the provisions of the contract, such payments to be made at such time and in such manner as provided for in this agreement.

3. The contractor has furnished a sum of Rs..... as Earnest Money and agrees that the balance Security Deposit amounting to Rs..... shall be recovered from the bills payable to the contractor from time to time till the whole of the Security Deposit of Rs..... Stipulated in the memorandum of the tender is recovered.

4. In consideration of the due provision, execution and completion of the said works, the contractor does hereby agree to pay the HITES the sum as may be due to the other sum or sums as may become payable to the HITES towards loss / damage to the HITES's equipment, materials, plant and machinery, liquidated damages, if any as set forth in the said conditions of contract such payments to be made at such time and in such manner as is provided in the contractor.

**IN WITNESS WHEREOF** the parties have executed these presents in duplicate the date and year first above written.

**SIGNED AND DECLIVERED FOR AND ON BEHALF OF M/s. / Shri .....  
IN THE PRESENCE OF  
WITNESS**

1.

2.

**SIGNED AND DELIVERED FOR AND ON BEHALF OF THE  
HITES  
IN THE PRESENCE OF**

**WITNESS**

1.

2.

## **PERFORMANCE GUARANTEE / BANK GUARANTEE BOND**

In consideration of HLL Infra Tech Services Limited (hereinafter called HITES of the other part) having offered to accept the terms and conditions of proposed agreement between ..... and ..... (hereinafter called the said contractor(s) for the work.....  
..... (hereinafter called "the said agreement") having agree to production of an irrevocable bank guarantee for Rs.....  
(Rupees.....only) as a security/ guarantee from the Contractor (s) for Compliance of his obligations in accordance with the terms & Condition in the said agreement.

1. We..... (hereinafter referred to as the "Bank") hereby undertake to pay to the HITES an amount not exceeding Rs..... Rupees.....  
..... only) on demand by the Government.

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

3. We, the said Bank, further undertake to pay to the HITES any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any Court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under, and the contractor(s) shall have no claim against us for making such payment.

4. We ..... further agree that the Guarantee herein contained shall (indicate the name of bank remain full force and effect during tile period that would be taken for the performance of the said agreement and it shall continue to be enforceable till all the dues of the HITES under for by virtue if the said agreement have been fully paid and its claims satisfied or discharged till the Engineer-in-charge on behalf of the HITES certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee.

5. We ..... further agree with the HITES that the HITES (indicate the name of the Bank) shall have the fullest liberty without our Consent and without effecting in any manner obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor from time to time or to postpone for any time or from time to time of the powers exercisable by the HITES against the said contractor (s) and to forbear) or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractor for any forbearance act of



omission on the part of the HITES or any indulgence by the HITES to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision or have effect of so relieving us

6. The Guarantee will not be discharged due to the change in the constitution of the bank of the Contractor(s).

7. We..... lastly undertake not to revoke this Guarantee except with (indicate the name of the Bank) the previous consent of the HITES in writing.

8. This Guarantee shall be valid up to unless extended on demand by the HITES notwithstanding anything mentioned above, our liability against this guarantee restricted to Rs..... (Rupees..... Only) and unless a claim in writing is lodged liabilities under Guarantee shall stand discharged.

Dated the ..... Day of ..... For .....

**Indicate the name of the Bank**

**GUARANTEE TO BE EXECUTED BY CONTRACTOR FOR REMOVAL OF  
DEFECTS AFTER COMPLETION**

Name of work:.....  
.....

This Agreement made this ..... day of ..... Two thousand and .....  
between..... son of ..... (hereinafter called the Guarantor  
of the one part) and HLL Infra Tech Services Limited (hereinafter called HITES of the other part).

**WHEREAS** this agreement in supplementary to a contract (hereinafter called the Contract) dated  
..... and made between the **GUARANTOR** of the one part and the HITES of the other part  
whereby the Contractor, inter-alia undertook to rehabilitate & strengthen structures in the said contract.

**AND WHEREAS GUARANTOR** agreed to give a guarantee to the effect that the said structures will  
remain structurally stable, safe & sound for five years from the date of completion of work.

**NOW THE GUARANTOR** hereby guarantees that work undertaken by him will render the repaired  
structures completely safe and the minimum life of such work executed by the **GUARANTOR** treatment  
shall be five years to be reckoned from the date after the maintenance period prescribed in the contract.

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

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

**IN WITNESS WHEREOF** these presents have been executed by the **Obligor** .....  
and  
by ..... and for and on behalf of the HITES on the day, month and year first  
above written.

Signed, sealed and delivered by **OBLIGOR** in the presence of:

1.

2.

Signed for and on behalf of **HITES**

In the presence of

1.

2.