NATIONAL INSTITUTE OF TECHNOLOGY KARNATAKA, SURATHKAL
(An Autonomous Institute of the Ministry of Education, Govt. of India)
POST SRINIVASNAGAR, MANGALURU – 575 025

Phone: (0824) 2474 000. Email: registrar@nitk.ac.in
Website: http://www.nitk.ac.in

TENDER DOCUMENT

[Technical bid and Price bid system – e-Procurement mode]

NIT Reference: No. 82/Tender-35/2026-27/HD Dated 14-10-2026

Name of work	Providing and fixing chain link fencing along the Kho-Kho court in NITK
Time allowed for completion of work	30 (Thirty) days including rainy season.
Estimated amount put to tender	₹ 17,71,011.00 (including GST @18%)
Cost of Tender document	Nil
EMD/ Bid Security amount	₹ 35,421.00
Start date for downloading Tender Document	14-10-2026 (09:00 hours)
Pre-bid clarification dates	Not Applicable
Start date for e-Bid submission	15-10-2026 (10:00 hours)
End date for e-Bid submission	29-10-2026 (10:00 hours)
e-Bid Opening date (Technical Bid)	30-10-2026 (After 10:00 hours)
e-Tender submission: CPPP URL	https://eprocure.gov.in/eprocure/app

NATIONAL INSTITUTE OF TECHNOLOGY KARNATAKA, SURATHKAL

POST SRINIVASNAGAR, MANGALURU – 575 025

TENDER DOCUMENT

~~Percentage Rate~~ / Item Rate Tender & Contract

INDEX

Sl. No.	Details	Page No.
1	Notice inviting e-tenders	3 - 5
2	Instructions to bidders for online bid submission	6- 8
3	Format of 'Bid Security Declaration' to be submitted.	9
4	Format of 'Acceptance of Tender Conditions' declaration letter	10
5	List of documents to be kept ready duly scanned [.pdf]	11
6	Integrity Pact Agreement	12 - 18
7	General instructions and Tender	19 - 22
8	Tender Document – Important Note	23
9	General Conditions of Contract	24 -26
10	Clauses of Contract	27 - 75
11	Safety Code	76 - 79
12	Model Rules for health and sanitary for workers employed by the contractor	80 - 84
13	Contractors' Labour Regulations	85 - 90
14	Proforma of Registers	91 - 99
15	Operative Schedules	100 - 107
16	Special instructions and additional conditions	108 - 116
17	Special conditions regarding contractor's obligations under Employees' Provident Fund (EPF) and Employees' State Insurance (ESI) Acts/ Code on Social Security.	117
18	Special conditions regarding contractor's obligations under Karnataka Minor Mineral Concession Rules, 1994 [KMMCR, 1994] regarding purchasing minor minerals from the licensed agencies.	118
19	Schedule – A: Bill of quantities **(Bid to be quoted on e-Procurement portal only)**	119-121
20	Drawing	122-123

राष्ट्रीय प्रौद्योगिकी संस्थान कर्नाटक, सुरत्कल, मंगलूरु-५७५०२५
(राष्ट्रीय महत्व का संस्थान, एनआईटीएसईआर अधिनियम के तहत स्थापित, भारत सरकार)
National Institute of Technology Karnataka, Surathkal, Mangaluru – 575025
(An Institute of National Importance, Established under NITSER Act, Government of India)
दूरभाष / Phone: +91-824-2473018 (O), वेबसाइट / Website: http://www.nitk.ac.in

No. 82/Tender-35/2026-27/HD **Date: 14-10-2026.**

NOTICE INVITING e-TENDERS [On e-Procurement mode in CPPP portal]

1. National Institute of Technology Karnataka, Surathkal (in short - NITK, Surathkal; hereinafter referred as the "Institute") is an autonomous Educational Institute of the Ministry of Education, Government of India, imparting technical and science education. NITK, Surathkal is one of the "Institutes of National Importance" notified by the Govt. of India under the NITSER Act – 2007 (Act No. 29 of 2007). The Institute is fully funded by the Government of India; and is governed by NITSER Act.

2. The Institute hereby invites e-tenders for the below mentioned work from the registered contractors of Karnataka PWD/ CPWD of appropriate class:

Tender No.	Name of Work	Estimate amt. put to tender	E M D	Cost of tender document	Eligibility class of contractor	Time allowed for completion (including rainy season)
[1]	[2]	[3]	[4]	[5]	[6]	[7]
35/ 26-27/ B&W	Providing and fixing chain link fencing along the Kho-Kho court in NITK	₹ 17,71,011.00 (Including GST)	₹ 35,421.00	Nil	**Civil**: Karnataka PWD class IV or above / Central PWD class V or above.	30 days

The e-tenders invited are on techno-commercial basis on e-Procurement mode. **The intending bidders shall submit their bids through the e-Procurement module of the Central Public Procurement Portal-URL: https://eprocure.gov.in/eprocure/app.** Any tender, if submitted off-line (Manually) shall not be entertained.

3. **The work mainly involves Demolishing brick work manually/ by mechanical means – 15.50 Cum, Earth work in excavation by mechanical means (Hydraulic excavator) / manual means in foundation – 77.49 Cum, Providing and laying in position cement concrete of specified grade excluding the cost of centering and shuttering – 10.33 Cum, Providing and laying in position ready mixed or site batched design mix cement concrete for plain cement concrete work – 8.16 Cum, Providing and laying cement concrete in retaining walls, return walls, walls – 1.56 Cum, Centering and shuttering including strutting, propping etc – 72.58 Sqm, Random rubble masonry with hard stone in foundation and plinth – 38.63 Cum, Coursed rubble masonry (first sort) with hard stone in foundation and plinth – 6.98 Cum, Pointing on stone work with cement mortar 1:3 (1 cement : 3 fine sand) Flush/ Ruled pointing – 46.53 Sqm, Filling available excavated earth (excluding rock) in trenches – 24.31 Cum, Providing and laying Autoclaved Aerated concrete(AAC) blocks masonry – 16.07 Cum, Cement Plaster in two coats 18 mm cement plaster in two coat – 56.86 Sqm, Removing white or colour wash by scrapping and sand papering and preparing the surface smooth – 66.08 Sqm, Finishing walls with Premium Acrylic Smooth exterior paint with Silicone additives of required shade – 111.81 Sqm, Structural steel work riveted, bolted or welded in built up sections, trusses and framed work – 2874.86 Kg, Providing and fixing G.I. chain link fabric fencing of required width in mesh size 50x50 mm – 290.59 Sqm, Finishing with Epoxy paint (two or more coats) at all locations prepared and applied – 168.15 Sqm**

3.1 Additional Tender Conditions:

- The Contractor shall submit time-stamped photographs of the site/work before commencement, during the progress of the work at appropriate intermediate stages, and after completion of the work. The photographs shall clearly indicate the location, nature and stage of the work. The photographs shall be submitted both in soft copy and hard copy and shall form part of the work documentation and records.
- The Contractor shall submit a detailed work schedule/programme within 2 (two) days from the date of handing over of the site. The schedule shall indicate the sequence and duration of activities, proposed deployment of manpower, machinery/materials and the targeted date of completion. Any revision to the work programme shall be submitted with due justification and shall be subject to the approval of the Engineer-in-Charge.
- The Contractor shall ensure that the Hindrance Register is maintained and updated regularly for recording any hindrance affecting the progress of the work. Any hindrance attributable to NITK shall be brought to the notice of the Engineer-in-Charge immediately and in writing, with details of the nature, location, date of occurrence and likely impact on the progress of the work. No claim for extension of time on account of any hindrance attributable to NITK shall ordinarily be entertained unless the same has been promptly recorded in the Hindrance Register and brought to the notice of the Engineer-in-Charge during the occurrence of the hindrance. In the absence of such timely recording and notification, the delay shall be treated as attributable to the Contractor.

3.2 Payment Terms:

- The Contractor shall submit bills/invoices through the **GST e-Invoice system**, wherever applicable, in accordance with the prevailing provisions of the Goods and Services Tax (GST) laws, rules and notifications issued thereunder
- The Contractor shall submit the final bill/Running Account Bill, as applicable, in the prescribed format and along with all required supporting documents, within 7 (seven) days from the date of completion of the work, as stipulated in the Tender/Agreement. The bill shall be accompanied by all necessary measurements, test reports, photographs, completion documents, material records and other documents required under the Agreement. Delay in submission of the bill due to non-furnishing of the required documents shall be attributable to the Contractor.

4. **Detailed procedure for submission of e-tenders is available in the website https://eprocure.gov.in/eprocure/app**

5. The calendar of events of e-Tender are as follows:

(i)	**Start date for downloading Tender Document**	**14-10-2026 (09:00 hours)**
(ii)	**Date for pre-bid clarifications**	**Not Applicable**
(v)	**Start date of e-Bid submission**	**15-10-2026 (10:00 hours)**
(vi)	**End date of e-Bid submission**	**29-10-2026 (10:00 hours)**
(vii)	**e-Bid opening date (Technical)**	**30-10-2026 (After 10:00 hours)**

6. **Earnest Money Deposit (EMD)/ Bid Security**: The intending bidder (except NSIC/MSME/Startups) must submit a '**Bid Security Declaration'** declaring disqualification of his bid in case the bid is withdrawn or modified by him during the bid validity period. The format of 'Bid Security Declaration' is available in the Tender Document. 'Bid Security Declaration' duly signed be uploaded while submitting the e-bid. **Tenders received without the 'Bid Security Declaration' will be rejected.** In the case of NSIC/MSME/Startup **bidders seeking exemtion from EMD, they shall upload NSIC/MSME/Startup certificate (obtained for relevant NIC & Activity)**

a) Earnest Money is to be paid by each tenderer to ensure that the tenderer does not refuse to execute the work after it is awarded to him.

b) EMD of the successful contractor shall be refunded when the work is completed and unsuccessful contractor shall be refunded immediately after finalization of the contractor. EMD shall not carry any interest.

c) EMD in any other form will not be accepted. Without submission of Proof for EMD to the Tender Inviting Authority, Technical Bid will be rejected.

d) No tenderer will be allowed to withdraw/alter/modify after submission of tender within the bid validity period otherwise the EMD submitted by the tenderer would stand forfeited.

e) EMD will be liable to be forfeited, if the tenderer selected for the work fails to accept and sign the formal agreement or to start the work on the date stipulated in the work order.

f) EMD may be accepted in the form of Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the Commercial Banks or payment online in an acceptable form, safeguarding the purchaser's interest in all respects.

Note: Bids submitted without the Earnest Money Deposit (EMD) and Bid Security Declaration will be summarily rejected. The EMD payment proof must be uploaded along with the bid.

7. **Performance guarantee**: The successful bidder shall deposit a **performance guarantee of 5%** of the bid amount (as accepted) through RTGS/NEFT/ in the form of Bank Guarantee (in approved format) / Demand Draft / FDR of any scheduled bank drawn in favour of the **Director, NITK, Surathkal** payable at Surathkal, on intimation before executing the Contract Agreement.

8. **Security deposit**: The successful bidder shall deposit a further **security deposit of 2.5%** of the bid amount (as accepted) through RTGS/NEFT/ in the form of Bank Guarantee (in approved format) / Demand Draft / FDR of any scheduled bank drawn in favour of the **Director, NITK, Surathkal** while executing the Contract Agreement **OR** the same shall be deducted from the contractor's work bills.

9. **The bidders enlisted under MSME/NSIC/ Startups** [Startups as recognized by the Department of Industrial Policy and Promotion (DIPP)] are requested to note that the present notice inviting e-tenders is **not for the "Supply of Goods"**, but for engaging a contractor under **works contract.** If bidders enlisted under NSIC/MSME (under relevant NIC & Activity)/ Startups are interested in participating in the tender, they may participate subject to fulfillment of the conditions of this notice inviting tender. **However, MSEs/Startups are exempted from paying EMD as per MSE orders.**

10. **Minimum eligibility criteria for qualifying in Technical bid:** The intending bidder must satisfy all the following requirements for qualifying in the technical bid:

10.1 The bidder must be a registered contractor of appropriate class as mentioned in column (6) of Para (2) above. A self-attested copy of registration should be uploaded to e-Procurement portal while submitting e-bids. MSME/ Startup certificates **shall not be considered** as 'contractor's registration' under this requirement.

10.2 The bidder must possess GST registration – self attested copy should be uploaded.

10.3 The bidder must possess PAN registration – self attested copy should be uploaded.

10.4 The bidder must be registered under Employees Provident Fund (EPF) Act – self attested copy should be uploaded.

10.5 The bidder must be registered under Employees State Insurance (ESI) Act – self attested copy should be uploaded.

10.6 The bidder must have the experience of having **successfully completed** similar work as follows during the past seven financial years (Enhancement at simple 7% per annum shall be considered to bring it to the current costing level) in any Central Government department/ State Government department/Central or State Government undertakings/ Central or State government autonomous bodies/Public or Private Sector Units/ Private firms Central Government department/ State Government department/Central or State Government undertakings/ Central or State government autonomous bodies/Public or Private Sector Units/ Private firms:

(i) At least three similar works, each work costing not less than ₹ 7.08 lakhs; OR
(ii) Two similar works, each work costing not less than ₹ 8.86 lakhs; OR
(iii) One similar work of not less than ₹ 14.17 lakhs.

Similar work means Civil constructions/ construction of buildings/ Renovation of building works/Painting Works

Self-attested copy of **Work Experience/ Work done certificate** issued from Central Government department/ State Government department/Central or State Government undertakings/ Central or State government autonomous bodies/Public or Private Sector Units/ Private firms (***with copy of TDS certificate in case of Private firms***) **should be uploaded**. **Work Orders/ agreements shall not be treated as Work Experience/ Work done Certificate**. In order to meet the quality and technical specifications it is clarified the MSME may

not be relaxed with the conditions of prior experience and Prior turnover. Pre-Qualification Requirements (PQR) shall be applicable to all bidders, including MSME/NSIC Startup registered bidders.

Note: All the documents uploaded by the bidder shall be clear and legible; failing which, if found blurred or unreadable, the tender is liable to be rejected.
The bidder shall provide complete and accurate contact details at the time of submission of the tender which includes: Name of the Firm/Company, Registered Office Address, Correspondence Address (if different), Name and Designation of Authorized Contact Person, Mobile Number(s), Landline Telephone Number (if available), Email Address (official)

11. Self-attested copy of all related documents should be scanned and uploaded while submitting e-tenders. The price bid of only such bidders whose technical bid is accepted shall be opened.

12. **Time is the essence of the contract** and hence the work should be completed within the stipulated timeframe. Bidders, who in their opinion have the capacity to complete the work within the stipulated timeframe, shall only participate in the e-tender. Participation in the e-tender shall be deemed as the bidder has the capacity to complete the work within the stipulated timeframe.

13. A Works Contract Agreement shall be drawn with the successful bidder on prescribed Form No. CPWD -8. Bidder shall quote his rates as per various terms and conditions of the said form, which will form part of the agreement. Price escalation clause is not applicable to this work. Any further details required may be obtained from the office during the office hours.

14. The Institute reserves the right of rescheduling the calendar of events, make modifications to tender document before its submission by the bidder, cancelling the tender or accepting any bid other than the lowest or rejecting all the bids.

Sd/-
Dy. Director
NITK, Surathkal

INSTRUCTIONS TO THE BIDDER FOR ONLINE BID SUBMISSION

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates.

The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal. More information useful for submitting online bids on the CPP Portal may be obtained at: https://eprocure.gov.in/eprocure/app

REGISTRATION:

1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: https://eprocure.gov.in/eprocure/app) by clicking on the link "Online bidder Enrollment" on the CPP Portal which is free of charge.

2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.

3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.

4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.

5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.

6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS:

1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.

2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / email in case there is any corrigendum issued to the tender document.

3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS:

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

2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or ''Other Important Documents'' area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

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

SUBMISSION OF BIDS:

1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.

2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.

3) Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.

4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.

5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

6) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128-bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

8) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

9) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

Pre-Bid Meeting:

A Pre-Bid Meeting shall be conducted on the date, time, and venue as indicated in the tender schedule/NIT for clarification of doubts, if any, regarding the scope of work, specifications, terms and conditions of the tender.

Prospective bidders are advised to attend the meeting at their own cost. The purpose of the meeting is to provide clarifications and facilitate a clear understanding of the tender requirements before submission of bids.

Bidders may submit their queries in writing/e-mail to the Tender Inviting Authority prior to the pre-bid meeting within the stipulated time mentioned in the tender schedule. Clarifications/amendments arising out of the pre-bid meeting, if any, shall be issued through corrigendum/addendum and the same shall form part of the tender document.

Non-attendance at the pre-bid meeting shall not be a cause for disqualification of the bidder. However, bidders shall be deemed to have understood and accepted all conditions of the tender.

ASSISTANCE TO BIDDERS:

1) Any queries relating to the **tender document** and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

Contact persons of the **Tender Inviting Authority**:

Queries relating to the **tender document**	:	**B&W Section, NITK.** **Phone 0824 – 2473018** **Mail id: bwsection@nitk.edu.in**
Queries relating to the **Site visit / work**	:	**Superintending Engineer, NITK.** **Phone 0824 – 2473028/ 2473029/ 2473031/ 2473036** **Mail id: se@nitk.edu.in**
Permission for campus entry	:	**Security Officer – Cell No.0824-2473026**

2) Any queries relating to **the process of online bid submission** or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

For any technical related queries- 24 x 7 Help Desk Number: 0120-4001 002 /0120-4001 005/ 0120-6277 787

[Form of "Bid Security Declaration" - To be submitted in the Letterhead of the Bidder]

"BID SECURITY DECLARATION"

To:

The Director,
National Institute of Technology Karnataka, Surathkal.
Post Srinivasnagar, Mangaluru – 575025.

Sir,

Sub.: Submission of EMD and Bid Security Declaration – Reg.

Ref.: Tenders invited for **"**Providing and fixing chain link fencing along the Kho-Kho court in NITK**."** vide **NIT No.82/Tender- 35/2026-27/HD Dated 14-10-2026**

I/ We declare that:

1. I/ We understand that according to the tender document, bids must be accompanied by EMD and Bid Security Declaration. Accordingly, I/ We have opted for submitting this Bid Security Declaration and EMD Amount as specified in clause 6 of NIT.
2. I/ We declare that I / We will not withdraw our bid during the Bid validity period or make any modifications to my/ our bid.
3. I/ We understand that if I/ we withdraw my/ our bid or modify the bid, I/ we will be automatically suspended from being eligible for bidding and also will be debarred from competing for bids in your esteemed Institute for a period of one year from the date of occurring of such breach.
4. I/ We understand that if I/ We fail to furnish the Performance Guarantee before the deadline specified in the LoA / LoI, my/ our bid will be automatically cancelled and I/ We will also be debarred from competing for bids in your esteemed Institute for a period of one year from the date of occurring of such breach.
5. I/ We further understand that if I/ We fail to sign the contract in case the work is awarded to me/ us or fail to furnish the Performance Guarantee, my/ our bid will be automatically cancelled and I/ We will also be debarred from competing for bids in your esteemed Institute for a period of one year from the date of occurring of such breach.
6. I/ We understand that this Bid Security Declaration will automatically expire if we are not the successful bidder/ upon the expiry of bid validity period.
7. I/ we declare that I am/ we are authorized to sign this declaration.

Duly signed this Declaration on this day - - 2026 in the presence of following witnesses:

Signature of the Bidder with seal

In the presence of:		In the presence of:	
Signature of witness	:	Signature of witness	:
Signature	:	Signature	:
Postal address	:	Postal address	:

(To be typed and submitted (uploaded) by the bidder on Bidder Company Letter Head)

TENDER CONDITIONS ACCEPTANCE LETTER

No.: Date:

To:

The Director,
National Institute of Technology Karnataka, Surathkal,
Post Srinivasnagar, Mangaluru – 575025.

Sir,

Sub: Acceptance of Terms & Conditions of Tender – Submission of declaration letter - Reg.

Tender Reference No: **No. 82/Tender-35/2026-27/HD Dated 14-10-2026**
Name of Tender/ Work: Providing and fixing chain link fencing along the Kho-Kho court in NITK

1. I/ We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely https://eprocure.gov.in/eprocure/app as per your advertisement, given in the above-mentioned website.

2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. 1 to 123 (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/ organisation 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. I/ we hereby declare that I/ we will sign the entire tender document while signing the contract in case the work is awarded.

5. I / We do hereby declare that I/our Firm have/has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.

6. I / We certify that all information furnished by me/our Firm is true & correct and, in the event, that the information is found to be incorrect/untrue or found violated, then your Institute, without giving any notice or reason, shall summarily reject the bid or terminate the contract in case tender is awarded, without prejudice to any other rights or remedy including forfeiture of the full earnest money deposit absolutely.

7. I / we hereby certify that I am/ we are authorised to sign this declaration. The original of this letter shall be submitted to the Institute while signing the contract in case the work is awarded.

Yours faithfully,

(Signature of the Bidder, with Seal)

Documents to be kept ready for uploading after scanning (.pdf)

The bidder shall verify his bid properly before its submission in e-procurement portal and satisfy that all the documents are uploaded. The following documents be kept ready duly scanned (.pdf) for uploading while submission of e-bids.

Sl. No.	Requirement	Document to be scanned and uploaded
Cover – 1: EMD/ Bid Security/GCC related documents:		
1	EMD/ Bid Security	Bid Security Declaration duly signed (Format as in Page No. 9) and EMD Amount as mentioned in NIT Clause 2 & 6 OR MSME (under relevant NIC & Activity)/ NSIC/ Start-up certificate in case seeking exemption from EMD
2	Tender Conditions Acceptance Letter	Declaration on acceptance of Tender conditions duly signed (Format as in Page No.10)
Cover - 2: Documents required under Eligibility criteria:		
1	The bidder must be a registered contractor of Karnataka PWD/ Central PWD mentioned in Notice inviting e-Tenders (Column 6 of Para 2)	Registration certificate
2	The bidder must possess valid GST registration	GST registration
3	The bidder must possess valid PAN registration with Income Tax department	PAN card
4	The bidder must be registered under Employees Provident Fund (EPF) Act	EPF registration
5	The bidder must be registered under Employees State Insurance (ESI) Act	ESI registration
6	The bidder must have the experience of having **successfully completed** similar work as mentioned in the Notice inviting e-Tenders.	Work experience/ Work done certificate issued by the Client (Supported by TDS if the certificate is from Private firm)/ (Work Orders will not be considered as Work experience/ Work done certificate)
Cover - 3: Price bid:		
1	Price Bid	BoQ to be downloaded, filled and then to be uploaded.

Note:

1. The bidders are advised **not to upload** any documents **that are not insisted/ irrelevant documents** such as copy of agreement, work order etc. to avoid uploading documents of bulky file size.
2. The Tender document need not be signed and uploaded. **Only Declaration on acceptance of Tender conditions duly signed need to be uploaded.**
3. Submission of tender in e-Procurement portal is deemed as acceptance of all the terms and conditions that mentioned in the tender document. The successful bidder will have to sign these documents while entering into the agreement.
4. It is the responsibility of the bidder to ensure that **only related documents** in support of the eligibility criteria are uploaded.
5. Any representations received on offline mode/ e-mails after opening the tender will not be entertained.

INTEGRITY PACT

To:

.....
.....
.....
.....

Sir,

Sub.: **Notice inviting e-tenders No. 82/Tender-35/2026-27/HD Dated 14-10-2026** the work of **"Providing and fixing chain link fencing along the Kho-Kho court in NITK"**

It is hereby declared that NITK, Surathkal is committed to follow the principles of transparency, equity and competitiveness in public procurement.

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

This declaration shall form part and parcel of the Integrity Agreement and signing of the same shall be deemed as acceptance and signing of the Integrity Agreement on behalf of the NITK, Surathkal.

Yours sincerely

Dy. Director,
NITK, Surathkal.

LETTER ACCEPTING INTEGRITY PACT

To:

Director/ Dy. Director,
NITK, Surathkal,
Srinivasnagar Post,
Mangaluru – 575025.

Sir,

Sub: Submission of Tender for the work of "**Providing and fixing chain link fencing along the Kho-Kho court in NITK".**

I/We acknowledge that NITK, Surathkal is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the tender/bid document.

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

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

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

Yours faithfully,

Date:

(Duly authorized signatory of the Bidder)
Seal and signature of the contractor.

INTEGRITY PACT AGREEMENT

(To be signed by the bidder/ same signatory authorized to sign the relevant contact)

This Integrity Agreement is made at Surathkal on this …… day of 2026.

BETWEEN

National Institute of Technology Karnataka, Surathkal, an Institute of National Importance (under NITSER Act -2007) represented through the Dy. Director, NITK, Surathkal (hereinafter referred as the **'Principal/Owner',** which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

……

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

Through **……** (Hereinafter referred to as the "Bidder/Contractor" and which expression shall unless repugnant to the meaning or context hereof include its succession and permitted assigns)

Preamble

WHEREAS THE Principal / Owner has floated the Tender (**No. 82/Tender-35/2026-27/HD Dated 14-10-2026**) (Hereinafter referred to as "Tender/Bid") and intends to award, under laid down organizational procedure, contract for **"Providing and fixing chain link fencing along the Kho-Kho court in NITK"**

[Hereinafter referred to as the "**Contract**").

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

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

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

Article 1: Commitment of the Principal/Owner

i. The Principal /Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:

   (a) No employee of the Principal /Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

(b) The Principal /Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal /Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.

(c) The Principal /Owner shall endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.

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

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

1) It is required that each Bidder/Contractor (including their respective officers, employees and agents) adheres to the highest ethical standers, and report to the Government / Department all suspected acts of **fraud or corruption or Coercion or Collusion** of which it has knowledge or becomes aware, during the tendering process and through the negotiation or award of a contact.

2) The Bidders(s)/Contractor(s) commit himself to take measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contact execution:

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

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

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

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

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

iii. The Bidders(s)/Contractor(s) will not, instigate third persons to commit offences outlined above or be an accessory to such offences.

iv. The Bidders(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice **means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.**

v. The Bidders(s)/Contractor(s) will not, directly or through any other person or firm use Coercive practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, there or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/her reputation or property to influence their participation in the tendering process).

Article 3: Consequences of Breach

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

1) If the Bidders(s)/Contractor(s), either before awarded or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days' notice to the contractor shall have powers to disqualify the Bidders(s)/Contractor(s) from the

Tender process or terminate/determinate the Contract - if already executed, or exclude the Bidders/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. **Such exclusion may be forever or for a limited period as decided by the Principal/Owner.**

2) **Forfeiture of EMD/Performance Guarantee/Security Deposit:** If the Principal/Owner has disqualified the Bidders(s) from the tender process prior to the award of the Contract or terminate/determinate the Contract or has accrued the right to terminate/determinate the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidders/Contractor.

3) **Criminal Liability**: If the Principal/Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of Indian Penal code (IPC)/Prevention of Corruption Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression

1) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country conforming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Enterprises in India that could justify his exclusion from the Tender process.

2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder/Contractor as deemed fit by the Principal/Owner.

3) If the Bidder/Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

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

1) The Bidders(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidders/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Sub-contractors/sub-vendors.

2) The Principal/Owner will enter into pacts on identical terms as this one with all Bidders and Contractors.

3) The Principal/Owner will disqualify Bidders, who do not submit, the duly signed pact between the Principal/Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

Article 6: Duration of the Pact

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

If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this pacts as specified above, under it is discharged/determined by the Competent Authority of NITK, Surathkal.

Article 7: Other Provisions

1) This Pact is subject to Indian Law, place of performance and jurisdiction is **Mangaluru**, the Headquarters of the Principal/Owner, who has floated the Tender.

2) Changes and supplements need to be made in writing. Side agreements have not been made.

3) If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.

4) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intensions.

5) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with this **Integrity Agreement / Pact or interpretation thereof shall not be subject to arbitration.**

Article 8: LEGAL AND PRIOR RIGHTS

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

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

……..
(For and on behalf of Principal/Owner)

……
(For and on behalf of bidder/ contractor)

WITNESSES:

1. …….
(Signature, name and address)

2. …….
(Signature, name and address)

Place: Surathkal.
Date :

NATIONAL INSTITUTE OF TECHNOLOGY KARNATAKA, SURATHKAL

POST SRINIVASNAGAR, MANGALURU – 575 025

NOTICE INVITING TENDER – GENERAL INSTRUCTIONS

1. An agreement shall be drawn with the successful bidder on prescribed Form No. CPWD 7/ 8 which is available as a Govt. of India Publication. Bidder shall quote his rates as per various terms and conditions of the said form, which will form part of the agreement.

2. The time allowed for carrying out the work will be from the first day of handing over of the site or from the fifteenth day from the date of issue of work order, whichever is early, in accordance with the phasing, if any, indicated in the tender documents.

3. The site for the work is available.

   ~~OR~~

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

   .....

   .....

4. Tender documents consisting of plans, specifications, the schedule of quantities of the various classes of work to be done and the set of terms & conditions of contract to be complied with by the bidder whose tender may be accepted and other necessary documents can be seen in the office of the Director/ Dy. Director /Registrar, NITK, Surathkal (Building and Works section/ Office of the Superintending Engineer) between hours of 9:00 & 17:00 every day except on Saturdays, Sundays and Public Holidays.

5. **The tender shall be accompanied by earnest money remitted as follows:**

   Earnest Money Deposit (EMD): The intending bidder must submit a '**Bid Security Declaration'** declaring disqualification of his bid in case the bid is withdrawn or modified by him during the bid validity period. The format of 'Bid Security Declaration' is available in the Tender Document. 'Bid Security Declaration' duly signed be uploaded while submitting the e-bid. **Tenders received without the 'Bid Security Declaration' and EMD Amount will be rejected** (except in the case of NSIC/MSME enlisted bidders (under relevant NIC & Activity) / Startups).

6. The bidder whose tender is accepted shall submit an irrevocable **PEFRORMANCE GUARANTEE** of **5%** (Five percent) of the tendered amount in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement, (not withstanding and/or without prejudice to any other provisions in the contract) within 7 days of issue of letter of intent. In case the bidder fails to deposit the said performance guarantee, the earnest money deposited by the bidder shall be forfeited in full automatically without any notice to the bidder.

7. **All applicable taxes which are to be deducted at source (TDS), income tax, labour cess etc.,** as per the orders of the Government (State and/ or Central) in force from time to time shall be deducted at source and TDS certificate shall be issued. The contractor's quoted rate should be inclusive of all taxes (including GST), cess and levies on material and labour and no extra claim whatsoever in this connection shall be entertained. **The contractors quoted rate should also be inclusive of EPF and ESI benefits to be given to the employees/ workers engaged by him as per the statutory requirements.**

8. Bidders are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to the nature of the ground and sub-soil (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. A bidder shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed.

The tenderer shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a tender by a tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plant, etc. will be issued to him by NITK, Surathkal and local conditions and other factors having a bearing on the execution of the work.

9. The competent authority on behalf of the Institute (NITK) does not bind himself to accept the lowest or any other tender and reserves to himself the authority to reject any or all the tenders received without the assignment of any reason. All tenders in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the tenderer shall be summarily rejected.

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

11. The competent authority on behalf of the Institute (NITK) reserves to himself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rate quoted.

12. **The tender for the works shall remain open for acceptance for a period of 90 (ninety) days from the date of last day for submission of tenders**. If any tenderer withdraws his tender before the said period or makes any modifications in the terms and conditions of the tender which are not acceptable to the Institute, then the Institute shall, without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money as aforesaid in full. Further, the tenderer shall not be allowed to participate in the re-tendering of the work.

13. The Notice Inviting Tender shall form a part of the contract document. The successful tenderer/contractor, on acceptance of his tender by the Accepting Authority, shall, within 7 days from the issue of Letter of Intent, sign the contract consisting of :-

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

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

    c) Special terms and conditions.

T E N D E R

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

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

We agree to keep the tender open for **ninety (90) days** from the due date of submission thereof and not to make any modifications in its terms and conditions.

A sum of Rs..... (as mentioned in para 2 of NIT) is hereby forwarded through RTGS as earnest money/ Bid Security Declaration. If I/we, fail to commence the work specified I/we agree that the Director, NITK, Surathkal / Dy. Director /Registrar, NITK, Surathkal or his successors in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely otherwise the said earnest money shall be retained by the Institute towards security deposit to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered, up to maximum of the percentage mentioned in Schedule 'F' and those in excess of that limit at the rates to be determined in accordance with the provision contained in Clause 12.2 and 12.3 of the tender form.

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

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

I/ We hereby declare that I/ We shall comply with the provisions of the Code on Wages (Act No. 29 of 2019); Code on Social Security (Act No. 36 of 2020); 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 and the Central Rules framed thereunder; Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996; Building **and other Construction Workers Welfare Cess Act, 1996,** ESI Act, EPF Act and the modifications thereof or any other laws relating thereto and the rules made thereunder from time to time. **I/We further declare that my/ our quoted rates are inclusive of all my/ our obligations under the said Acts and further understand that these Acts are deemed to be a part of the contract agreement.**

I / We declare that the Specifications, Plans, Drawings, Design and conditions of the contract on which the rates have been based, have been completely studied by me / us before submitting this tender.

I / We declare that I / we have inspected the work spot and have made myself / ourselves thoroughly conversant and satisfied as regards the materials and labour; and particulars of various leads with which the materials are to be brought to the work site.

I/We declare that the rates quoted by me / us are inclusive of all taxes (including GST) and cess on materials and labours, royalties, water and electricity arrangement required for the work, all lead and lifts, loading and unloading, benevolent fund etc and as such I / we have no any claims for higher rates over our quoted rates.

I/We hereby declares that all bills/invoices submitted under the contract shall be raised and submitted through the **GST e-Invoice system**, wherever applicable, in accordance with the prevailing provisions of the Goods and Services Tax (GST) laws, rules and notifications issued thereunder.

I / We declare that we have understood all the conditions mentioned in the tender, CPWD tender documents (Form No. CPWD 7/ 8) and also the specifications stipulated in the tender by going through myself/ ourselves or by getting translated into my / our own mother tongue.

I/ We understand that it is the responsibility of licensed electrical contractor who executes the work to obtain the power supply/ approvals to the drawings as well as for the work done from the KPTCL / clearance from the Electrical Inspectorate (Central or State as the case may be). I/ we further understand that it is our responsibility to prepare necessary drawings for approval of the Electrical Inspectorate. My/ our quoted rate is inclusive of these aspects. The

Institute will however pay/ reimburse the statutory deposit and fee if any to be paid to the KPTCL and Electrical Inspectorate to obtain power supply and clearance.

I/We agree that should I/we fail to commence the work specified in the above memorandum, an amount equal to the amount of the earnest money mentioned in the form of invitation of tender and performance guarantee shall be absolutely forfeited to the National Institute of Technology, Surathkal and the same may at the option of the competent authority on behalf of the National Institute of Technology Karnataka, Surathkal be recovered without prejudice to any other right or remedy available in law out of the deposit in so far as the same may extend in terms of the said bond and in the event of deficiency out of any other money due to me/us under this contract or otherwise.

Dated .....

Signature of Contractor
Postal Address

Witness:
Address:
Occupation:

ACCEPTANCE

The above tender (as modified by you as provided in the letters mentioned hereunder) is accepted by me for and on behalf of National Institute of Technology Karnataka, Surathkal for a sum of for **₹---------- (including GST @ 18%) (Rupees ---------- Only)**

The letters referred to below shall form part of this contract Agreement: -

a) Letter of Intent dated - -2026
b) Work order
c) All future correspondences

Dy. Director
For & on behalf of NITK, Surathkal

Dated.....

NATIONAL INSTITUTE OF TECHNOLOGY KARNATAKA, SURATHKAL
POST SRINIVASNAGAR, MANGALURU – 575 025
Phone: (0824) 2474 000. Fax: (0824) 2474 033/ 2474 039

TENDER DOCUMENT

Important Note:

Note -1:

In the Standard CPWD General Conditions of Contract, references to the following items shall be construed as follows

Sl. No.	References to	Shall mean and be construed as reference to
1	President, Government of India. Government	Building & Works Committee, National Institute of Technology Karnataka, Surathkal, and/or Board of Governors, National Institute of Technology Karnataka, Surathkal (as the case may be)
2	Chief Engineer/ Additional Director General of Works/ Director General of Works/ Superintending Engineer	Director or his authorised officer, National Institute of Technology Karnataka, Surathkal
3	CPWD	National Institute of Technology Karnataka, Surathkal.
4	Engineer-in-charge; Divisional Officer	Superintending Engineer, National Institute of Technology Karnataka, Surathkal

Note – 2:

In the tender documents references made to (i) The Payment of Wages Act, 1936; (ii) The Minimum Wages Act, 1948; (iii) The Payment of Bonus Act, 1965; and (iv) The Equal Remunerations Act, 1976 shall be referred and read as 'The Code on Wages (Act No. 29 of 2019)'

Note – 3:

In the tender document, references made to (i) Payment of Gratuity Act 1972 and amendments; (ii) Employees' Provident Fund and Miscellaneous Provisions Act – 1952, Amendment Act 1988 and other amendments; (iii) Employees State Insurance Act – 1948 and Amendment Act – 1989 & 2010 and other amendments; (iv) The Employees Compensation Act, 1923 and its amendments shall be referred and read as 'The Code on Social Security (Act No. 36 of 2020)'

CONDITIONS OF CONTRACT

Definitions:

1. The **Contract** means the documents forming the tender and acceptance thereof and the formal agreement executed between the competent authority on behalf of the President of India and the Contractor, together with the documents referred to therein including these conditions, the specifications, designs, drawings and instructions issued from time to time by the Engineer-in-Charge and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.

2. In the contract, the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them:-

   i) The expression **works** or **work** shall, unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional.

   ii) The **Site** shall mean the land/or other places on, into or through which work is to be executed under the contract or any adjacent land, path or steel through which work is to be executed under the contract or any adjacent land, path or street which may be allotted or used for the purpose of carrying out the contract.

   iii) The **Contractor** shall mean the individual, firm or company, whether incorporated or not, undertaking the works and shall include the legal personal representative of such individual or the persons composing such firm or company, or the successors of such firm or company and the permitted assignees of such individual, firm or company.

   iv) The **Director/ Dy. Director**/ **Registrar** mean the Director/ Dy. Director/ Registrar of the Institute. **Institute** means the National Institute of Technology, Karnataka, Surathkal.

   v) The **Engineer-in-charge** means the Engineer/ Officer who shall supervise and be in-charge of the work and who shall sign the bills on behalf of the Institute as mentioned in Schedule 'F' hereunder.

   vi) **Government** or **Government of India** in the documents shall construed and mean the Board of Governors/ Building and Works Committee, National Institute of Technology Karnataka, Surathkal/ National Institute of Technology Karnataka, Surathkal India.

   vii) The terms **Director General of Works/** Chief Engineer/ Additional Director General of Works/ Superintending Engineer in the tender document means Director, National Institute of Technology, Karnataka.

   viii) **Accepting Authority** shall mean the authority mentioned in Schedule 'F'.

   ix) **Excepted Risk** are risks due to riots (other than those on account of contractor's employees), war (whether declared or not) invasion, act of foreign enemies, hostilities, civil war, rebellion revolution, insurrection, military or unsurped power, any acts of Government, damages from aircraft, acts of God, such as earthquake, lightening and unprecedented floods, and other causes over which the contractor has no control and accepted as such by the Accepting Authority or causes solely due to use or occupation by Government of the part of the works in respect of

which a certificate of completion has been issued or a cause solely due to Government's faulty design of works.

x) **Market Rate** shall be the rate as decided by the Engineer-in-Charge on the basis of the cost of materials and labour at the site where the work is to be executed plus the percentage mentioned in Schedule 'F' to cover, all overheads and profits.

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 up to the date of receipt of the tender.

xii) **Department** means Institute or any department of the Institute as specified in Schedule 'F'.

xiii) **District Specifications** means the specifications followed by the State Government in the area where the work is to be executed.

xiv) **Tendered** value means the value of the work as stipulated in the letter of award/ letter of Intent.

Scope and Performance

3. Where the context so requires, words imparting the singular only also include the plural and vice versa. Any reference to masculine gender shall whenever required include feminine gender and vice versa.

4. Headings and Marginal notes to these General Conditions of Contract shall not be deemed to form part thereof or be taken into consideration in the interpretation of 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 descriptions given in the Schedule of Quantities (Schedule-A) shall, unless otherwise stated, be held to include wastage on materials, carriage and cartage, carrying and return of empties, hoisting, setting, marking out, fitting and fixing in position and all other labours necessary in and for the full and entire execution and completion of the work as aforesaid in accordance with good practice and recognized principles.

Sufficiency of Tender

7. The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices quoted in the Schedule of Quantities, which rates and prices shall, except as otherwise provided, cover all his obligations under the Contract and all matters and things necessary for the proper completion and maintenance of the works.

Discrepancies and Adjustment of Errors

8. The several documents forming the contract are to be taken as mutually explanatory of one another, detailed drawings being followed in preference to small scale drawing and figured dimensions in preference to scale and special conditions in preference to General Conditions

8.1 In the case of discrepancy between the schedule of Quantities, the Specifications and/or the Drawings, the following order of preference shall be observed:-

i) Description of Schedule of Quantities.
ii) Particular Specification and Special Condition, if any.
iii) Drawings.
iv) C.P.W.D. Specifications/ KPWD specifications as the case may be.
v) Indian Standard Specifications of B.I.S.

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

8.3 Any error in description, quantity or rate in Schedule of Quantities or any omission therefrom shall not vitiate the Contract or release the Contractor from the execution of the whole or any part of the works comprised therein according to drawings and specifications or from any of his obligations under the contract

Signing of Contract

9. The successful tenderer/contractor, on acceptance of his tender by the Accepting Authority, shall, within 7 days from the stipulated date of start of the work sign the contract consisting of :-

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

ii) Standard C.P.W.D. Form (with required modifications by NITK) as mentioned in Schedule 'F' consisting of:

a) Various standard clauses with correction up to the date stipulated in Schedule 'F' along with annexures thereto.

b) C.P.W.D. Safety Code.

c) Model Rules for the protection of health, sanitary arrangements for workers employed by CPWD or its contractors.

d) CPWD Contractor's Labour Regulations.

e) List of Acts and omissions for which fines can be imposed.

(iii) No payment for the work done will be made unless contract is signed by the contractor.

Clauses of contract:

Performance Guarantee	**CLAUSE 1:** (i) The contractor shall submit an irrevocable Performance Guarantee of 5% (Five percent) of the tendered amount in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement, (not withstanding and/or without prejudice to any other provisions in the contract) within period specified in Schedule 'F' from the date of issue of letter of acceptance. This period can be further extended by the Engineer-in-Charge up to a maximum period as specified in schedule 'F' on written request of the contractor stating the reason for delays in procuring the Performance Guarantee, to the satisfaction of the Engineer-in-Charge. This guarantee shall be in the form of Cash (in case guarantee amount is less than Rs. 10,000/-) or Deposit at Call receipt of any scheduled bank/ Banker's Cheque of any scheduled bank/ Demand Draft of any scheduled bank/Pay Order of any scheduled bank ~~(in case guarantee amount is less than Rs. 1,00,000/-)~~ or ~~Government Securities~~ or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the form annexed hereto. In case a fixed deposit receipt of any Bank is furnished by the contractor to the Government as part of the performance guarantee and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the Government to make good the deficit. (ii) The Performance Guarantee shall be initially valid up to the stipulated date of completion plus 60 days beyond that. In case the time for completion of work gets enlarged, the contractor shall get the validity of Performance Guarantee extended to cover such enlarged time for completion of work. After recording of the completion certificate for the work by the competent authority, the performance guarantee shall be returned to the contractor, without any interest. However, in case of contracts involving maintenance of building and services/any other work after construction of same building and services/other work, then 50% of Performance Guarantee shall be retained as Security Deposit. The same shall be returned year wise proportionately. (iii) The Engineer-in-Charge shall not make a claim under the performance guarantee except for amounts to which the President of India is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of: (a) Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer-in-Charge may claim the full amount of the Performance Guarantee. (b) Failure by the contractor to pay President of India any amount due, either as agreed by the contractor or determined under any of the Clauses/Conditions of the agreement, within 30 days of the service of notice to this effect by Engineer-in-Charge. (iv) In the event of the contract being determined or rescinded under provision of any of the Clause/Condition of the agreement, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of the President of India. (v) On substantial Completion of any work which has been completed to such an extent that the intended purpose of the work is met and ready to use, then a provisional Completion certificate shall be recorded by the Engineer-in-Charge. The provisional certificate shall have appended with a list of outstanding balance item of work that need to be completed in accordance with the provisions of the contract.

	This provisional completion certificate shall be recorded by the concerned Engineer- in–charge with the approval of Project Manager / Chief Project Manager /Superintending Engineer. After recording of the provisional Completion Certificate for the work by the competent authority, the 80 % of performance guarantee shall be returned to the contractor, without any interest. However in case of contracts involving Maintenance of building and services / any other work after construction of same building and services/ other work, then 40% of performance guarantee shall be returned to the contractor, without any interest after recording the provisional Completion certificate.
Recovery of Security Deposit	**CLAUSE 1 A:** The person/persons whose tender(s) may be accepted (hereinafter called the contractor) shall permit Government at the time of making any payment to him for work done under the contract to deduct a sum at **the rate of 2.5%** of the gross amount of each running and final bill till the sum deducted will amount to security deposit of 2.5% of the tendered value of the work. Such deductions will be made and held by Government by way of Security Deposit unless he/they has/have deposited the amount of Security at the rate mentioned above in cash or in the form of ~~Government Securities or~~ fixed deposit receipts. In case a fixed deposit receipt of any Bank is furnished by the contractor to the Government as part of the security deposit and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the Government to make good the deficit. All compensations or the other sums of money payable by the contractor under the terms of this contract may be deducted from, or paid by the sale of a sufficient part of his security deposit or from the interest arising therefrom, or from any sums which may be due to or may become due to the contractor by Government on any account whatsoever and in the event of his Security Deposit being reduced by reason of any such deductions or sale as aforesaid, the contractor shall within 10 days make good in cash or fixed deposit receipt tendered by the State Bank of India or by Scheduled Banks or Government Securities (if deposited for more than 12 months) endorsed in favour of the Engineer-in-Charge, any sum or sums which may have been deducted from, or raised by sale of his security deposit or any part thereof. The security deposit shall be collected from the running bills and the final bill of the contractor at the rates mentioned above. The security deposit as deducted above can be released against bank guarantee issued by a scheduled bank, on its accumulations to a minimum of Rs. 5 lac subject to the condition that amount of such bank guarantee, except last one, shall not be less than Rs. 5 lac. Provided further that the validity of bank guarantee including the one given against the earnest money shall be in conformity with provisions contained in **clause 17** which shall be extended from time to time depending upon extension of contract granted under provisions of **clause 2 and clause 5** In case of contracts involving maintenance of building and services/any other work after construction of same building and services/other work, then 50% of Performance Guarantee shall be retained as Security Deposit. The same shall be returned year wise proportionately. ~~**Note-1:** Government papers tendered as security will be taken at 5% (five per cent) below its market price or at its face value, whichever is less. The market price of Government paper would be ascertained by the Divisional Officer at the time of collection of interest and the amount of interest to the extent of deficiency in value of the Government paper will be withheld if necessary.~~

	~~**Note-2:** Government Securities will include all forms of Securities mentioned in Rule No. 274 of the G.F. Rules except fidelity bond. This will be subject to the observance of the condition mentioned under the rule against each form of security.~~ ~~**Note-3:** Note 1 & 2 above shall be applicable for both clause 1 and 1A~~
Compensation for Delay	CLAUSE 2: If the contractor fails to maintain the required progress in terms of **clause 5** or to complete the work and clear the site on or before the contract or justified extended date of completion, as per **clause 5** (**excluding any extension under Clause 5.5**) as well as any extension granted **under clauses 12 and 15,** he shall, without prejudice to any other right or remedy available under the law to the Government on account of such breach, pay as agreed compensation the amount calculated at the rates stipulated below as the authority specified in schedule 'F' may decide on the amount of Tendered Value of the work for every completed day/month (as determined) that the progress remains below that specified in **Clause 5** or that the work remains incomplete. This will also apply to items or group of items for which a separate period of completion has been specified. (i) Compensation for delay of work: @ 1 % 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 Sectional part of work as mentioned in Schedule 'F' for which a separate period of completion is originally given. **In case no compensation has been decided by the authority in Schedule 'F' during the progress of work, this shall be no waiver of right to levy compensation by the said authority if the work remains incomplete on final justified extended date of completion**. If the Engineer in Charge decides to give further extension of time allowing performance of work beyond the justified extended date, the contractor shall be liable to pay compensation for such extended period. If any variation in amount of contract takes place during such extended period beyond justified extended date and the contractor becomes entitled to additional time under **clause 12**, the net period for such variation shall be accounted for while deciding the period for levy of compensation. However, during such further extended period beyond the justified extended period, if any delay occurs by events under **sub clause 5.2**, the contractor shall be liable to pay compensation for such delay. Provided that compensation during the progress of work before the justified extended date of completion for delay under this clause shall be for non-achievement of sectional completion or part handing over of work on stipulated/justified extended date for such part work or if delay affects any other works/services. This is without prejudice to right of action by the Engineer in Charge under **clause 3** for delay in performance and claim of compensation under that clause. In case action under **clause 2** has not been finalized and the work has been determined under **clause 3**, the right of action under this clause shall remain post determination of contract but levy of compensation shall be for days the progress is behind the schedule on date of determination, as assessed by the authority in Schedule F, after due consideration of justified extension. The compensation for delay, if not decided before the determination of contract, shall be decided after of determination of contract.

	The amount of compensation may be adjusted or set-off against any sum payable to the Contractor under this or any other contract with the Government. In case, the contractor does not achieve a particular milestone mentioned in schedule F, or the re-scheduled milestone(s) in terms of **Clause 5.4**, the amount shown against that milestone shall be withheld, to be adjusted against the compensation levied as above. With-holding of this amount on failure to achieve a milestone, shall be automatic without any notice to the contractor. However, if the contractor catches up with the progress of work on the subsequent milestone(s), the withheld amount shall be released. In case the contractor fails to make up for the delay in subsequent milestone(s), amount mentioned against each milestone missed subsequently also shall be withheld. However, no interest, whatsoever, shall be payable on such withheld amount.
Incentive for early completion	**CLAUSE 2A:** In case, the contractor completes the work ahead of stipulated date of completion or justified extended date of completion as determined under clauses 5.3, 12 & 15, **a bonus @ 1% (one per cent)** of the tendered value per month computed on per day basis, shall be payable to the contractor, subject to a maximum limit of 5% (five per cent) of the tendered value. Provided that justified time for extra work shall be calculated on pro-rata basis as cost of extra work X stipulated period /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'.
When Contract can be Determined	CLAUSE 3: 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 un-workman like manner shall omit to comply with the requirement of such notice for a period of seven days thereafter. (ii) If the contractor has, without reasonable cause, suspended the progress of the work or has failed to proceed with the work with due diligence and continues to do so after a notice in writing of seven days from the Engineer-in-Charge. (iii) If the contractor fails to complete the work or section of work with individual date of completion on or before the stipulated or justified extended date, on or before such date of completion; and the Engineer in Charge without any prejudice to any other right or remedy under any other provision in the contract has given further reasonable time in a notice given in writing in that behalf as either mutually agreed or in absence of such mutual agreement by his own assessment making such time essence of contract and in the opinion of Engineer-in-Charge the contractor will be unable to complete the same or does not complete the same within the period specified. (iv) If the contractor persistently neglects to carry out his obligations under the contract and/ or commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Engineer-in-Charge. (v) If the contractor shall offer or give or agree to give to any person in Government service or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract for Government. (vi) If the contractor shall enter into a contract with Government in connection with which

commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and the terms of payment thereof have been previously disclosed in writing to the Engineer-in-Charge.

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

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

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

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

(xi) If the contractor assigns, (excluding part(s) of work assigned to other agency(s) by the contractor as per terms of contract), transfers, sublets (engagement of labour on a piece-work basis or of labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or otherwise parts with or attempts to assign, transfer, sublet or otherwise parts with the entire works or any portion thereof without the prior written approval of the Engineer -in-Charge.

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

(a) To determine the contract as aforesaid so far as performance of work by the Contractor is concerned (of which determination notice in writing to the contractor under the hand of the Engineer-in-Charge shall be conclusive evidence). Upon such determination, 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.

(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.

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

	CLAUSE 3A: In case, the work cannot be started due to reasons not within the control of the contractor within 1/8th of the stipulated time for completion of work or one month whichever is more, either party may close the contract by giving notice to the other party stating reasons. In such eventuality, the Performance Guarantee of the contractor shall be refunded within following time limits: (i) If the Tendered value of work is up to Rs. 45 lakh: …..15 days. (ii) If the Tendered value of work is more than Rs. 45 lac and up to Rs. 2.5 Crore:21 days (iii) If the Tendered value of work exceeds Rs. 2.5 Crore: 30 days. Neither party shall claim any compensation for such eventuality. This clause is not applicable for any breach of the contract by either party.
Contractor liable to pay Compensation even if action not taken under Clause -3	**CLAUSE 4:** In any case in which any of the powers conferred upon the Engineer-in-Charge by Clause-3 thereof, shall have become exercisable and the same are not exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any future case of default by the contractor and the liability of the contractor for compensation shall remain unaffected. In the event of the Engineer-in-Charge putting in force all or any of the powers vested in him under the preceding clause he may, if he so desires after giving a notice in writing to the contractor, take possession of (or at the sole discretion of the Engineer-in-Charge which shall be final and binding on the contractor) use as on hire (the amount of the hire money being also in the final determination of the Engineer-in-Charge) all or any tools, plant, materials and stores, in or upon the works, or the site thereof belonging to the contractor, or procured by the contractor and intended to be used for the execution of the work/or any part thereof, paying or allowing for the same in account at the contract rates, or, in the case of these not being applicable, at current market rates to be certified by the Engineer-in-Charge, whose certificate thereof shall be final, and binding on the contractor, clerk of the works, foreman or other authorized agent to remove such tools, plant, materials, or stores from the premises (within a time to be specified in such notice) and in the event of the contractor failing to comply with any such requisition, the Engineer-in-Charge may remove them at the contractor's expense or sell them by auction or private sale on account of the contractor and his risk in all respects and the certificate of the Engineer-in-Charge as to the expenses of any such removal and the amount of the proceeds and expenses of any such sale shall be final and conclusive against the contractor.
Time and Extension for Delay	**CLAUSE 5:** The time allowed for execution of the Works as specified in the Schedule 'F' or the extended time in accordance with these conditions shall be the essence of the Contract. The execution of the works shall commence from such time period as mentioned in schedule 'F' or from the date of handing over of the site notified by the Engineer-in-Charge, whichever is later. However, the handing over of site by the Engineer in Charge, in full or in part (if so provided in contract), shall be completed within two months from issue of acceptance letter. If the Contractor commits default in commencing the execution of the work as aforesaid, the performance guarantee shall be forfeited by the Engineer in Charge and shall be absolutely at the disposal of the Government without prejudice to any other right or remedy available in law. **5.1**. As soon as possible but within twenty-one days of award of work and in consideration of a) Schedule of handing over of site as specified in the Schedule 'F' b) Schedule of issue of designs as specified in the Schedule 'F'

(i) The Contractor shall submit a Time and Progress Chart for each mile stone. The Engineer- in-Charge may within 30 days thereafter, if required modify, and communicate the program approved to the contractor failing which the program submitted by the contractor shall be deemed to be approved by the Engineer-in-Charge. The work programme shall include all details of balance drawings and decisions required to complete the contract with specific dates by which these details are required by contractor without causing any delay in execution of the work. The Chart shall be prepared in direct relation to the time stated in the Contract documents for completion of items of the works. It shall indicate the forecast of the dates of commencement and completion of various trades of sections of the work and may be amended as necessary by agreement between the Engineer-in-Charge and the Contractor within the limitations of time imposed in the Contract documents, 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'

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

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

(iv) The contractor shall submit the Time and Progress Chart and progress report using the mutually agreed software or in other format decided by Engineer-in-Charge for the work done during previous month to the Engineer-in-charge on or before 5th day of each month failing which a recovery Rs. 2500/ - (for works costing upto Rs. 20 Crores) / Rs. 5000/- (for works costing more than Rs. 20 Crores) shall be made on per week or part basis in case of delay in submission of the monthly progress report

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

(i) force majeure, or
(ii) abnormally bad weather, or
(iii) serious loss or damage by fire, or
(iv) civil commotion, local commotion of workmen, strike or lockout, affecting any of the trades employed on the work, or
(v) delay on the part of other contractors or tradesmen engaged by Engineer-in-Charge in executing work not forming part of the Contract, or
(vi) non-availability of stores, which are the responsibility of Government to supply or
(vii) non-availability or break down of tools and Plant to be supplied or supplied by Government or
(viii) any other cause like above which, in the reasoned opinion of the Engineer-in-Charge is beyond the Contractor's control

then upon the happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the Engineer-in-Charge for entry in the hindrance register (physical or web-based as prescribed in Schedule 'F' but shall nevertheless use constantly his best endeavours to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer-in-Charge to proceed with the works.

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

5.3 In case the work is hindered by any reasons, in the opinion of the contractor, by the Department or for someone for whose action the Department is responsible, the contractor may immediately give notice thereof in writing to the Engineer-in-Charge in the same manner as prescribed under sub Clause 5.2 seeking extension of time or rescheduling of milestone/s. The authority as indicated in Schedule 'F' shall, if justified, give a fair and reasonable extension of time and reschedule the mile stones for completion of work after due consideration of the same within 30 days of receipt of such request. In event of non-application by the contractor for extension of time E-in-C after affording opportunity to the contractor may give, supported with a programme, a fair and reasonable extension within a reasonable period of occurrence of the event.

Such extension of time or rescheduling of milestone/s shall be without prejudice to any other right or remedy of the parties in contract or in law; provided further that for concurrent delays under this sub clause and sub clause 5.2 to the extent the delay is covered under sub clause
5.2 the contractor shall be entitled to only extension of time and no damages

5.4. Request for rescheduling of Milestones or extension of time, to be eligible for consideration, shall be made by the Contractor in writing within fourteen days of the happening of the event causing delay on the prescribed forms i.e. Form of application by the contractor for seeking rescheduling of milestones (Appendix-XVI) or Form of application by the contractor for seeking extension of time (Appendix –XVII) respectively to the authority as indicated in Schedule 'F'. The Contractor shall indicate in such a request the period by which rescheduling of milestone/ s or extension of time is desired.

With every request for rescheduling of milestones, or if at any time the actual progress of work falls behind the approved programme by more than 10% of the stipulated period of completion of contract, the contractor shall produce a revised programme which shall include all details of pending drawings and decisions required to complete the contract and also the target dates by which these details should be available without causing any delay in execution of the work. A recovery as specified in Schedule 'F' shall be made on per day basis in case of delay in submission of the revised programme.

5.4.1 In any such case the authority as indicated in Schedule 'F' may give a fair and reasonable extension of time for completion of work or reschedule the mile stones. Such extension or rescheduling of the milestones shall be communicated to the Contractor by the authority as indicated in Schedule 'F' in writing, within 30 days of the date of receipt of such request from the Contractor in prescribed form. In event of non-application by the contractor for extension of time E-in-C after affording opportunity to the contractor, may give, supported with a programme (as specified under 5.4 above), a fair and reasonable extension within a reasonable period of occurrence of the event.

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

Measurements of Work Done	**CLAUSE 6:** 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 defect's liability period.
Computerized Measurement Book	**CLAUSE 6 A:** Engineer-in-Charge shall, except as otherwise provided, ascertain and determine by measurement the value of work done in accordance with the contract. All measurements of all items having financial value shall be entered by the contractor and compiled in the shape of the Computerized Measurement Book having pages of A-4 size as per the format of the department so that a complete record is obtained of all the items of works performed under the contract. All such measurements and levels recorded by the contractor or his authorized representative from time to time, during the progress of the work, shall be got checked by the contractor from the Engineer-in-Charge or his authorized representative as per interval or program fixed in consultation with Engineer-in-Charge or his authorized representative. After the necessary corrections made by the Engineer-in-Charge, the measurement sheets shall be returned to the contractor for incorporating the corrections and for resubmission to the Engineer-in-Charge for the dated signatures by the Engineer-in-Charge and the contractor or their representatives in token of their acceptance. Whenever bill is due for payment, the contractor would initially submit draft computerized measurement sheets and these measurements would be got checked/test checked from the Engineer-in-Charge and/or his authorized representative. The contractor will, thereafter, incorporate such changes as may be done during these checks/test checks in his draft computerized measurements, and submit to the department a computerized measurement book, duly bound, and with its pages machine numbered. The Engineer-in-Charge and/or his authorized representative would thereafter check this MB, and record the necessary certificates for their checks/test checks. The final, fair, computerized measurement book given by the contractor, duly bound, with its pages machine numbered, should be 100% correct, and no cutting or over-writing in the measurements would thereafter be allowed. If at all any error is noticed, the contractor shall have to submit a fresh computerized MB with its pages duly machine numbered and bound, after getting the earlier MB cancelled by the department. Thereafter, the MB shall be taken in the Divisional Office records, and allotted a number as per the Register of Computerized MBs. This should be done before the corresponding bill is submitted to the Division Office for payment. The contractor shall submit two spare copies of such computerized MB's for the purpose of reference and record by the various officers of the department. The contractor shall also submit to the department separately his computerized Abstract of Cost and the bill based on these measurements, duly bound, and its pages machine numbered along with two spare copies of the "bill. Thereafter, this bill will be processed by the Division Office and allotted a number as per the computerized record in the same way as done for the measurement book meant for measurements. The contractor shall, without extra charge, provide all assistance with every appliance, labour and other things necessary for checking of measurements/levels by the Engineer-in-Charge or his representative. Except where any general or detailed description of the work expressly shows to the contrary, measurements shall be taken in accordance with the procedure set forth in the specifications notwithstanding any provision in the relevant Standard Method of measurement or any general or local custom. In the case of items which are not covered by specifications, measurements shall be taken in accordance with the relevant standard method of measurement issued by

	the Bureau of Indian Standards and if for any item no such standard is available then a mutually agreed method shall be followed. The contractor shall give not less than seven days' notice to the Engineer-in-Charge or his authorized representative in charge of the work before covering up or otherwise placing beyond the reach of checking and/or test checking the measurement of any work in order that the same may be checked and/or test checked and correct dimensions thereof be taken before the same is covered up or placed beyond the reach of checking and/or test checking measurement and shall not cover up and place beyond reach of measurement any work without consent in writing of the Engineer-in-Charge or his authorized representative in charge of the work who shall within the aforesaid period of seven days inspect the work, and if any work shall be covered up or placed beyond the reach of checking and/or test checking measurements without such notice having been given or the Engineer-in-Charge's consent being obtained in writing the same shall be uncovered at the Contractor's expense, or in default thereof no payment or allowance shall be made for such work or the materials with which the same was executed. Engineer-in-Charge or his authorized representative may cause either themselves or through another officer of the department to check the measurements recorded by contractor and all provisions stipulated herein above shall be applicable to such checking of measurements or levels. It is also a term of this contract that checking and/or test checking the measurements of any item of work in the measurement book and/or its payment in the interim, on account of final bill shall not be considered as conclusive evidence as to the sufficiency of any work or material to which it relates nor shall it relieve the contractor from liabilities from any over measurement or defects noticed till completion of the defects liability period
Payment on Intermediate Certificate to be Regarded as Advances	**<u>CLAUSE 7</u>:** No payment shall be made for work, estimated to cost Rs. One lac or less till after the whole of the work shall have been completed and certificate of completion given. For works estimated to cost over Rs. One lac, the interim or running account bills shall be submitted by the contractor for the work executed on the basis of such recorded measurements on the format of the Department in triplicate on or before the date of every month fixed for the same by the Engineer-in-Charge. The contractor shall not be entitled to be paid any such interim payment if the gross work done together with net payment/ adjustment of advances for material collected, if any, since the last such payment is less than the amount specified in Schedule 'F', in which case the interim bill shall be prepared on the appointed date of the month after the requisite progress is achieved. Engineer-in-Charge shall arrange to have the bill verified by taking or causing to be taken, where necessary, the requisite measurements of the work. In the event of the failure of the contractor to submit the bills, no claims whatsoever due to delays on payment including that of interest shall be payable to the contractor. Payment on account of amount admissible shall be made by the Engineer-in-Charge certifying the sum to which the contractor is considered entitled by way of interim payment at such rates as decided by the Engineer-in-Charge. The amount admissible shall be paid by 10th working day after the day of presentation of the bill by the Contractor to the Engineer-in-Charge or his Asst. Engineer together with the account of the material issued by the department, or dismantled materials, if any. In the case of works outside the headquarters of the Engineer- in-Charge, the period of ten working days will be extended to fifteen working days. In case of delay in payment of intermediate bills after 45 days of submission of bill by the contractor provided the bill submitted by the contractor found to be in order, a simple interest @ 10% per annum shall be paid to the contractor from the date of expiry of prescribed time limit which will be compounded on yearly basis.

	All such interim payments shall be regarded as payment by way of advances against final payment only and shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be rejected, removed, taken away and reconstructed or re-erected. Any certificate given by the Engineer-in-Charge relating to the work done or materials delivered forming part of such payment, may be modified or corrected by any subsequent such certificate(s) or by the final certificate and shall not by itself be conclusive evidence that any work or materials to which it relates is/are in accordance with the contract and specifications. Any such interim payment, or any part thereof shall not in any respect conclude, determine or affect in any way powers of the Engineer-in-Charge under the contract or any of such payments be treated as final settlement and adjustment of accounts or in any way vary or affect the contract. Pending consideration of extension of date of completion, interim payments shall continue to be made as herein provided without prejudice to the right of the department to take action under the terms of this contract for delay in the completion of work, if the extension of date of completion is not granted by the competent authority. The Engineer-in-Charge in his sole discretion on the basis of a certificate from the Asst. Engineer to the effect that the work has been completed up to the level in question make interim advance payments without detailed measurements for work done (other than foundations, items to be covered under finishing items) up to lintel level (including sunshade etc.) and slab level, for each floor working out at 75% of the assessed value. The advance payments so allowed shall be adjusted in the subsequent interim bill to be submitted by the contractor within 10 days of the interim payment. In case of delay in submission of bill by the contractor a simple interest @ 10% per annum shall be paid to the Government from the date of expiry of prescribed time limit which will be compounded on yearly basis.
Payments in composite Contracts	In case of composite tenders, running payment for the major component shall be made by EE of major discipline to the main contractor. Running payment for minor component shall be made by the Engineer-in-Charge of the discipline of minor component directly to the main contractor. In case main contractor fails to make the payment to the contractor associated by him within 15 days of receipt of each running account payment, then on the written complaint of contractor associated for such minor component, Engineer-in-Charge of minor component shall serve the show cause to the main contractor and if reply of main contractor either not received or found unsatisfactory, he may make the payment directly to the contractor associated for minor component, as per the terms and conditions of the agreement drawn between main contractor and associate contractor fixed by him. Such payment made to the associate contractor shall be recovered by Engineer-in-Charge of major or minor component from the next R/A/ final bill due to main contractor as the case may be. <u>CLAUSE 7A</u>: **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.**
Completion Certificate and Completion Plans	**<u>CLAUSE 8:</u>** 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-off 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.
Contractor to Keep Site Clean	**CLAUSE 8A:** 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.
Completion Plans to be Submitted by the Contractor	**CLAUSE 8B:** The contractor shall submit completion plan as required vide General Specifications for Electrical works (Part-I internal) 2005 and (Part-II External) 1994 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 of 0.1 % of Tendered Value** or limit prescribed in Schedule F whichever is more as may be fixed by the Superintending Engineer concerned and in this respect the decision of the Superintending Engineer shall be final and binding on the contractor. The contractor shall submit completion plan for Internal and External Civil, Electrical and Mechanical Services within thirty days of the completion of the work, provided that the service plans having been issued for execution by the Engineer-in-Charge, unless the contractor, by virtue of any other provision in the contract, is required to prepare such plans.
Payment of Final Bill	**CLAUSE 9:** The final bill shall be submitted by the contractor in the same manner as specified in interim bills within three months of physical completion of the work or within one month of the date of the final certificate of completion furnished by the Engineer-in-Charge whichever is earlier. No further claims shall be made by the contractor after submission of the final bill and these shall be deemed to have been waived and extinguished. Payments of those items of the bill in respect of which there is no dispute and of items in dispute, for quantities and rates as approved by Engineer-in-Charge, will, as far as possible be made within the period specified herein under, the period being reckoned from the date of receipt of the bill by the Engineer-in- Charge or his authorized Asst. 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

	(ii) If the Tendered value of work is more than Rs.45 lac and up to Rs. 2.5 Crore: 3 months (iii) If the Tendered value of work exceeds Rs. 2.5 Crore: 6 months. In case of delay in payment of final bills after prescribed time limit, a simple interest @ 10% per annum shall be paid to the contractor from the date of expiry of prescribed time limit which will be compounded on yearly basis, provided the final bill submitted by the contractor found to be in order.
Payment of Contractor's Bills to Banks	**CLAUSE 9A:** Payments due to the contractor may, if so desired by him, be made to his bank, registered financial, co-operative or thrift societies or recognized financial institutions instead of direct to him provided that the contractor furnishes to the Engineer-in-Charge (1) an authorization in the form of a legally valid document such as a power of attorney conferring authority on the bank; registered financial, co-operative or thrift societies or recognized financial institutions to receive payments and (2) his own acceptance of the correctness of the amount made out as being due to him by Government or his signature on the bill or other claim preferred against Government before settlement by the Engineer-in-Charge of the account or claim by payment to the bank, registered financial, co-operative or thrift societies or recognized financial institutions. While the receipt given by such banks; registered financial, co-operative or thrift societies or recognized financial institutions shall constitute a full and sufficient discharge for the payment, the contractor shall whenever possible present his bills duly receipted and discharged through his bank, registered financial, co-operative or thrift societies or recognized financial institutions. Nothing herein contained shall operate to create in favour of the bank; registered financial, co-operative or thrift societies or recognized financial institutions any rights or equities visa-visthe President of India.
Materials supplied by Government	**CLAUSE 10:** Materials which Government 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 therefore. Engineer-in-Charge shall (whose decision shall be final and binding on the contractor) be within his rights to follow the procedure of recovery in clause 42 at any stage of the work if reconciliation is not found to be satisfactory. The contractor shall bear the cost of getting the material issued, loading, transporting to site, unloading, storing under cover as required, cutting assembling and joining the several parts together as necessary. Notwithstanding anything to the contrary contained in any other clause of the contract and (or the CPWA Code) all stores/materials so supplied to the contractor or procured with the assistance of the Government shall remain the absolute property of Government and the contractor shall be the trustee of the stores/materials, and the said stores/materials shall not be removed/disposed off from the site of the work on any account and shall be at all times open to inspection by the Engineer-in-Charge or his 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 charges, if any. The decision of the Engineer-in-Charge shall be final and conclusive. In the event of breach of the aforesaid condition, the contractor shall in addition to throwing himself open to account for contravention of the terms of the licences or permit and/or for criminal breach of trust, be liable to Government for all advantages or profits resulting or which in the usual course would have resulted to him by reason of such breach. Provided that the contractor shall in no case be entitled to any compensation or damages on account of any delay in supply or non-supply thereof all or any such materials and stores provided further that the contractor shall be bound to execute the entire work if the materials are supplied by the Government within the original 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 got issued. Any such material remaining unused and in perfectly good/original condition at the time of completion or determination of the contract shall be returned to the Engineer-in-Charge at the stores from which it was issued or at a place directed by him by a notice in writing. The contractor shall not be entitled for loading, transporting, unloading and stacking of such unused material except for the extra lead, if any involved, beyond the original place of issue.
Materials to be provided by the Contractor	**<u>CLAUSE 10 A:</u>** The contractor shall, at his own expense, provide all materials, required for the works other than those which are stipulated to be supplied by the Government.

	The contractor shall, at his own expense and without delay, supply to the Engineer-in-Charge samples of materials to be used on the work and shall get these approved in advance. All such materials to be provided by the Contractor shall be in conformity with the specifications laid down or referred to in the contract. The contractor shall, if requested by the Engineer-in-Charge furnish proof, to the satisfaction of the Engineer-in-Charge that the materials so comply. The Engineer-in-Charge shall within thirty days of supply of samples or within such further period as he may require intimate to the Contractor in writing whether samples are approved by him or not. If samples are not approved, the Contractor shall forthwith arrange to supply to the Engineer-in-Charge for his approval, fresh samples complying with the specifications laid down in the contract. When materials are required to be tested in accordance with specifications, approval of the Engineer-in-Charge shall be issued after the test results are received. The Contractor shall at his risk and cost submit the samples of materials to be tested or analyzed and shall not make use of or incorporate in the work any materials represented by the samples until the required tests or analysis have been made and materials finally accepted by the Engineer-in-Charge. The Contractor shall not be eligible for any claim or compensation either arising out of any delay in the work or due to any corrective measures required to be taken on account of and as a result of testing of materials. The contractor shall, at his risk and cost, make all arrangements and shall provide all facilities as the Engineer-in-Charge may require for collecting, and preparing the required number of samples for such tests at such time and to such place or places as may be directed by the Engineer-in-Charge and bear all charges and cost of testing unless specifically provided for otherwise elsewhere in the contract or specifications. The Engineer-in-Charge or his authorized representative shall at all times have access to the works and to all workshops and places where work is being prepared or from where materials, manufactured articles or machinery are being obtained for the works and the contractor shall afford every facility and every assistance in obtaining the right to such access. The Engineer-in-Charge shall have full powers to require the removal from the premises of all materials which in his opinion are not in accordance with the specifications and in case of default, the Engineer-in-Charge shall be at liberty to employ at the expense of the contractor, other persons to remove the same without being answerable or accountable for any loss or damage that may happen or arise to such materials. The Engineer-in-Charge shall also have full powers to require other proper materials to be substituted thereof and in case of default, the Engineer-in-Charge may cause the same to be supplied and all costs which may attend such removal and substitution shall be borne by the Contractor. The contractor shall at his own expense, provide a material testing lab at the site for conducting routine field tests. The lab shall be equipped at least with the testing equipment as specified in schedule F.
Secured Advance on Non-perishable Materials	**<u>CLAUSE 10 B:</u>** (i) The contractor, on signing an indenture in the form in Annexure XVIII by the Engineer-in-Charge, shall be entitled to be paid during the progress of the execution of the work up to75% of the assessed value of any materials which are in the opinion of the Engineer-in- Charge non-perishable, non-fragile and non-combustible and are in accordance with the contract and which have been brought on the site in connection therewith and are adequately stored and/or protected against damage by weather or other causes but which have not at the time of advance been incorporated in the works. When materials on account of which an advance has been made under this sub-clause are incorporated in the work, the amount of such advance shall be recovered/deducted from the next payment made under any of the clause or clauses of this contract.

	Such secured advance shall also be payable on other items of perishable nature, fragile and combustible with the approval of the Engineer-in-Charge provided the contractor provides a comprehensive insurance cover for the full cost of such materials. The decision of the Engineer- in-Charge shall be final and binding on the contractor in this matter. No secured advance, shall however, be paid on high-risk materials such as ordinary glass, sand, petrol, diesel etc.
Mobilization Advance	(ii) Mobilization advance not exceeding 10% of the tendered value may be given, if requested by the contractor in writing within one month of the order to commence the work. Such advance shall be in two or more installments to be determined by the Engineer-in-Charge at his sole discretion. The first installment of such advance shall be released by the Engineer-in-Charge to the contractor on a request made by the contractor to the Engineer-in-Charge in this behalf. The second and subsequent installments shall be released by the Engineer- in- Charge only after the contractor furnishes a proof of the satisfactory utilization of the earlier installment to the entire satisfaction of the Engineer-in-Charge. Before any installment of advance is released, the contractor shall execute ~~a~~ Bank Guarantee Bonds not more than 6 in number from Scheduled Bank for the amount equal to 110% of the amount of advance and valid for the period till recovery of advance. This (Bank Guarantee from Scheduled Bank for the amount equal to 110% of the balance amount of advance) shall be kept renewed from time to time to cover the balance amount and likely period of complete recovery. Provided always that provision of Clause 10 B (ii) shall be applicable only when so provided in 'Schedule F'.
Plant Machinery & Shuttering Material Advance	(iii) An advance for plant, machinery & shuttering material required for the work and brought to site by the Contractor may be given if requested by the contractor in writing within one month of bringing such plant and machinery to site. Such advance shall be given on such plant and machinery which in the opinion of the Engineer-in-Charge will add to the expeditious execution of work and improve the quality of work. The amount of advance shall be restricted to 5% percent of the tender value. In the case of new plant and equipment to be purchased for the work, the advance shall be restricted to 90% of the price of such new plant and equipment paid by the contractor for which the contractor shall produce evidence satisfactory to the Engineer-in-Charge. In the case of second hand and used plants and equipment, the amount of such advance shall be limited to 50% of the depreciated value of plant and equipment as may be decided by the Engineer- in-Charge. The contractor shall, if so required by the Engineer-in-Charge, submit the statement of value of such old plant and equipment duly approved by a Registered Valuer recognized by the Central Board of Direct Taxes under the Income- Tax Act, 1961. No such advance shall be paid on any plant and equipment of perishable nature and on any plant and equipment of a value less than Rs. 50,000/- Seventy five per cent of such amount of advance shall be paid after the plant & equipment is brought to site and balance twenty five percent on successfully commissioning the same. Leasing of equipment shall be considered at par with purchase of equipment and shall be covered by tripartite agreement with the following: 1. Leasing company which gives certificate of agreeing to lease equipment to the contractor. 2. Engineer in Charge, and 3. The contractor.

	This advance shall further be subject to the condition that such plant and equipment (a) are considered by the Engineer-in-Charge to be necessary for the works; (b) and are in working order and are maintained in working order; (c) hypothecated to the Government as specified by the Engineer-in-Charge before the payment of advance is released. The contractor shall not be permitted to remove from the site such hypothecated plant and equipment without the prior written permission of the Engineer-in-Charge. The contractor shall be responsible for maintaining such plant and equipment in good working order during the entire period of hypothecation failing which such advance shall be entirely recovered in lump sum. For this purpose, steel scaffolding and form work shall be treated as plant and equipment. The contractor shall insure the Plant and Machinery for which mobilization advance is sought and given, for a sum sufficient to provide for their replacement at site. Any amounts not recovered from the insurer will be borne by the contractor.
Interest & Recovery	(iv) The mobilization advance and plant and machinery advance in (ii) & (iii) above bear simple interest at the rate of 10 per cent per annum and shall be calculated from the date of payment to the date of recovery, both days inclusive, on the outstanding amount of advance. Recovery of such sums advanced shall be made by the deduction from the contractors bills commencing after first ten per cent of the gross value of the work is executed and paid, on pro-rata percentage basis to the gross value of the work billed beyond 10% in such a way that the entire advance is recovered by the time eighty per cent of the gross value of the contract is executed and paid, together with interest due on the entire outstanding amount up to the date of recovery of the installment. (v) If the circumstances are considered reasonable by the Engineer-in-Charge, the period mentioned in (ii) and (iii) for request by the contractor in writing for grant of mobilization advance and plant and equipment advance may be extended in the discretion of the Engineer-in-Charge.
Payment on Account of Increase in Prices/Wages due to Statutory Order(s)	**CLAUSE 10 C:** If after submission of the tender, if the price of any marital in corporate in the work (excluding the material covered under clause 10 CA and not been a material supply for a Engineer in charge's store in accordance with clause 10 therefore)and/ or wages of labour increases as a direct result of the coming into force of any fresh ,low or statutory rule or order (but not due to any variation of rate in GST applicable on such material(s) being considered under this clause) beyond the prices/wages prevailing at the time of the last stipulated date of receipt of tenders including extensions, if any, for the work during contract period including the justified period extended under the provisions of clause 5 of the contract without any action under clause 2, then the amount of the contract shall accordingly be varied. If after submission of the tender, the price of any material incorporated in the works (excluding the materials covered under Clause 10CA and not being a material supplied from the Engineer-in-Charge's stores in accordance with Clause 10 thereof) and/or wages of labour as prevailing at the time of last stipulated date of receipt of tender including extensions, if any, is decreased as a direct result of the coming into force of any fresh law or statutory rules or order (but not due to any changes of rate in sales tax/VAT, Central/State Excise/Custom Duty), Government shall in respect of materials incorporated in the works (excluding the materials covered under Clause 10CA and not being material supplied from the Engineer-in-Charge's stores in accordance with Clause 10 hereof) and/or labour engaged on the execution of the work after the date of coming into force of such law statutory rule or order be entitled to deduct from the dues of the contractor, such amount as shall be equivalent to the difference between the prices of the materials and/or wages as prevailed at the time of the last stipulated date for receipt of tenders including extensions if any for the work and the prices of materials and/or

	wages of labour on the coming into force of such law, statutory rule or order. This will be applicable for the contract period including the justified period extended under the provisions of clause 5 of the contract without any action under **clause 2.** Engineer-in-Charge shall call books of account and other relevant documents from the contractor to satisfy himself about reasonability of increase in prices of materials and wages. The contractor shall, within a reasonable time of his becoming aware of any alteration in the price of any such materials and/or wages of labour, give notice thereof to the Engineer-in-Charge stating that the same is given pursuant to this condition together with all information relating thereto which he may be in position tosupply. For this purpose, the labour component of 85% of the value of the work executed during period under consideration shall not exceed the percentage as specified in Schedule F, of the value of work done during that period and the increase/decrease in labour shall be considered on the minimum daily wages in rupees of any unskilled mazdoor, fixed under any law, statutory rule or order.The cost of work for which escalation is applicable (W) is same as cost of work done worked out as indicated in sub-para (ii) of clause 10 CC except the amount of full assessed value of secured Advance.
Payment due to variation in prices of materials after receipt of tender	**<u>CLAUSE 10 CA:</u>** If after submission of the tender, the price of materials specified in Schedule F increases/ decreases beyond the base price(s) as indicated in Schedule F for the work, then the amount of the contract shall accordingly be varied and provided further that any such variations shall be effected for stipulated period of Contract including the justified period extended under the provisions of Clause 5 of the Contract without any action under Clause 2. However for work done/during the justified period extended as above, it will be limited to indices prevailing at the time of updated stipulated date of completion considering the effect of extra work (extra time to be calculated on pro-rata basis only as cost of extra work x stipulated period/tendered cost). The increase/decrease in prices of cement, steel reinforcement, structural steel and POL shall be determined by the Price indices issued by the Director General, CPWD. For other items provided in the Schedule 'F', this shall be determined by the All India Wholesale Price Indices of materials as published by Economic Advisor to Government of India, Ministry of Commerce and Industry. Base price for cement, steel reinforcement, structural steel and POL shall be as issued under the authority of Director General CPWD applicable for Delhi including Noida, Gurgaon, Faridabad & Ghaziabad and for other places as issued under the authority of Zonal Chief Engineer, CPWD and base price of other materials issued by concerned Zonal chief Engineer and as indicated in Schedule 'F'. In case, price index of a particular material is not issued by Ministry of Commerce and Industry, then the price index of nearest similar material as indicated in Schedule 'F' shall be followed. The amount of the contract shall accordingly be varied for all such materials and will be worked out as per the formula given below for individual material:- Adjustment for component of individual material: $$V = P \times Q \times \frac{CI - CI_0}{CI_0}$$ Where

	V = Variation in material cost i.e. increase or decrease in the amount of rupees to be paid or recovered. P = Base Price of material as issued under authority of DG, CPWD or concerned Zonal Chief Engineer and as indicated in Schedule "F". For Projects and Original Works Q = Quantity of material brought at site for bonafide use in the works since previous bill excluding any such quantity consumed in the deviated quantity of items beyond deviation limit and extra /substituted item, paid/to be paid at rates derived on the basis of market rate under clause 12.2. For Maintenance Works Q = Quantity of material brought at site for bonafide use in the works since previous bill including any such quantity consumed in the deviated quantity of items beyond deviation limit paid at agreement rate and extra /substituted item being scheduled items, but excluding non-schedule extra /substituted item paid/to be paid at market rate under clause 12.2. CIo = Price index for cement, steel reinforcement bars structural steel and POL as issued by the DG, CPWD and corresponding to the time of base price of respective material indicated in Schedule 'F'. For other items, if any, provided in Schedule 'F', All India Wholesale Price Index for the material as published by the Economic Advisor to Government of India, Ministry of Industry and Commerce and corresponding to the time of base price of respective material indicated in Schedule 'F'. CI = Price index for cement, steel reinforcement bars, structural steel and POL as issued under the authority of DG, CPWD for period under consideration. For other items, if any, provided in Schedule 'F', All India Wholesale Price Index for the material for period under consideration as published by Economic Advisor to Government of India, Ministry of Industry and Commerce. Note: (i) In respect of the justified period extended under the provisions of clause 5 of the contract without any action under clause 2, the index prevailing at the time of updated stipulated date of completion considering the effect of extra work (extra time to be calculated on pro-rata basis only as cost of extra work x stipulated period/ tendered cost) shall be considered. Provided always that provisions of the preceding Clause 10 C shall not be applicable in respect of Materials covered in this Clause. (ii) If during progress of work or at the time of completion of work, it is noticed that any material brought at site is in excess of requirement, then amount of escalation if paid earlier on such excess quantity of material shall be recovered on the basis of cost indices as applied at the time of payment of escalation or as prevailing at the time of effecting recovery, whichever is higher. (iii) Cement mentioned wherever in this clause includes Cement component used in RMC brought at site from outside approved RMC plants, if any. (iv) The date wise record of ready mix concrete shall be kept in a register and the cement consumption for the same shall be calculated accordingly. (v) If built-up steel items are brought at site from workshop, then the variation shall be paid for the structural steel up to the period when the built up item/finished product is brought at site.
Payment due to Increase/Decrease in Prices/Wages (excluding materials covered under clause 10 CA) after Receipt of Tender for Works	**CLAUSE 10 CC:** If the prices of materials (not being materials supplied or services rendered at fixed prices by the department in accordance with clause 10 & 34 thereof) and/or wages of labour required for execution of the work increase, the contractor shall be compensated for such increase as per provisions detailed below and the amount of the contract shall accordingly be varied, subject to the condition that such compensation for escalation in prices and wages shall be available only for the work done during the stipulated period of the contract including the justified period extended under the provisions of clause 5 of

the contract without any action under clause 2. No such compensation shall be payable for a work for which the stipulated period of completion is equal to or less than the time as specified in Schedule F. Such compensation for escalation in the prices of materials and labour, when due, shall be worked out based on the following provisions:-

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

II. The cost of work on which escalation will be payable shall be reckoned as below:

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

Then, M = C+F+I-J

N = 0.85 M

III. Less cost of material supplied by the department as per Clause 10 and recovered during the Quarter (K)

IV. Less cost of services rendered at fixed charges as per Clause 34 and recovered during the quarter (L)

Cost of work for which escalation is applicable:

W = N - (K + L)

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

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

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

$$V_M = Wx\frac{X_M}{100}x\frac{MI - MI_0}{MI_0}$$

Where,

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

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

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

MI = All India Wholesale Price Index for civil component/electrical component* of construction material as worked out on the basis of All India Wholesale Price Index for Individual Commodities/ Group Items for the period under consideration as published by Economic Advisor to Govt. of India, Ministry of Industry & Commerce and applying weightages to the Individual Commodities/Group Items. (In respect of the justified period extended under the provisions of clause 5 of the contract without any action under clause 2, the index prevailing at the time of updated stipulated date of completion considering the effect of extra work (extra time to be calculated on pro-rata basis only as cost of extra work x stipulated period/ tendered cost, shall be considered).

MI_0 = All India Wholesale Price Index for civil component/ electrical component* of construction material as worked out on the basis of All India Wholesale Price Index for Individual Commodities/Group Items valid on the last stipulated date of receipt of tender including extension, if any, as published by the Economic Advisor to Govt. of India, Ministry of Industry & Commerce and applying weightages to the Individual Commodities/ Group items.

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

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

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

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

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

$$V_L = Wx\frac{Y}{100}x\frac{LI - LI_0}{LI_0}$$

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

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

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

L I : Minimum wage in rupees of an unskilled adult male mazdoor, fixed under any law, statutory rule or order as applicable on the last date of the quarter previous to the one under consideration. (In respect of the justified period extended under the provisions of clause 5 of the contract without any action under clause 2, the minimum wage prevailing on the last date of quarter previous to the quarter pertaining to updated stipulated date of Completion considering the effect of extra work (extra time to be calculated on prorata basis only as cost of extra work x stipulated period/ tendered cost, shall be considered.)

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

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

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

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

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

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

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

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

(xi) Provided always that:-

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

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

	Note: Updated stipulated date of completion (period of completion plus extra time for extra work for compensation under clause 10C, 10CA and 10CC The factor of 1.25 taken into account for calculating the extra time under clause 12.1 for extra time shall not be considered while calculating the updated stipulated date of completion for this purpose in clause 10C, clause 10CA, and clause 10CC.
Dismantled Material Govt. Property	**CLAUSE 10 D:** The contractor shall treat all materials obtained during dismantling of a structure, excavation of the site for a work, etc. as Government's property and such materials shall be disposed off to the best advantage of Government according to the instructions in writing issued by the Engineer-in-Charge.
Work to be Executed in Accordance with Specifications, Drawings, Orders etc.	**CLAUSE 11:** The contractor shall execute the whole and every part of the work in the most substantial and workmanlike manner both as regards materials and otherwise in every respect in strict accordance with the specifications. The contractor shall also conform exactly, fully and faithfully to the design, drawings and instructions in writing in respect of the work signed by the Engineer-in-Charge and the contractor shall be furnished free of charge one copy of the contract documents together with specifications, designs, drawings and instructions as are not included in the standard specifications of Central Public Works Department specified in Schedule 'F' or in any Bureau of Indian Standard or any other, published standard or code or, Schedule of Rates or any other printed publication referred to elsewhere in the contract. The contractor shall comply with the provisions of the contract and with the care and diligence execute and maintain the works and provide all labour and materials, tools and plants including for measurements and supervision of all works, structural plans and other things of temporary or permanent nature required for such execution and maintenance in so far as the necessity for providing these, is specified or is reasonably inferred from the contract. The Contractor shall take full responsibility for adequacy, suitability and safety of all the works and methods of construction.
Deviations/ Variations Extent and Pricing	**CLAUSE 12:** The Engineer-in-Charge shall have power (i) to make alteration in, omissions from, additions to, or substitutions for the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work, and (ii) to omit a part of the works in case of non-availability of a portion of the site or for any other reasons and the contractor shall be bound to carry out the works in accordance with any instructions given to him in writing signed by the Engineer-in-Charge and such alterations, omissions, additions or substitutions shall form part of the contract as if originally provided therein and any altered, additional or substituted work which the contractor may be directed to do in the manner specified above as part of the works, shall be carried out by the contractor on the same conditions in all respects including price on which he agreed to do the main work except as hereafter provided. The completion cost of any agreement for Maintenance works including works of upgradation, aesthetic, special repair, addition/ alteration shall not exceed 1.25 times of Tendered amount. Any further deviation beyond this limit up to 1.5 times of tendered amount shall be approved by Chief Engineer with recorded reason and in exceptional case, ADG shall have full power to approve the deviation beyond 1.50 times of tendered amount with recorded reason and take suitable corrective action.

	CLAUSE 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	**CLAUSE 12.2:** A. For Project and original works: 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, which shall include invoices, vouchers etc. and Manufacturer's specification for the work failing which the rate approved later by the Engineer- in- charge shall be binding and the Engineer-in-Charge shall within prescribed time limit of the receipt of the claims supported by analysis, after giving consideration to the analysis of the rates submitted by the contractor, determine the rates on the basis of the market rates and the contractor shall be paid in accordance with the rates so determined, failing which it will be deemed to have been approved.
	B. For Maintenance works including works of upgradation, aesthetic, special repair, addition/ alteration: In the case of Extra Item(s) being the schedule items (Delhi Schedule of Rates items), these shall be paid as per the schedule rate plus cost index (at the time of tender) plus/minus percentage above/ below quoted contract amount. Payment of Extra items in case of non-schedule items (Non-DSR items) shall be made as per the prevailing market rate.
Deviation, Substituted Items, Pricing	A. For Project and original works: 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). B. For Maintenance works including works of upgradation, aesthetic, special repair, addition/ alteration: In the case of substitute Item(s) being the schedule items (Delhi Schedule of Rates items), these shall be paid as per the schedule rate plus cost index (at the time of tender) plus/minus

	percentage above/ below quoted contract amount. Payment of substitute items in case of non-schedule items (Non-DSR items) shall be made as per the prevailing market rate.
Deviation, Deviated Quantities, Pricing	A. For Project and original works: 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. B. For Maintenance works including works of upgradation, aesthetic, special repair, addition/ alteration: In the case of contract items, which exceed the limits laid down in schedule F, the contractor shall be paid rates specified in the schedule of quantities. The prescribed time limits for finalizing rates for Extra Item(s), Substitute Item(s) and Deviated Quantities of contract items is within 30 days after submission of proposal by the contractor without observation of the Engineer-in-Charge.
	<u>CLAUSE 12.3:</u> A. For Project and original works: 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. B. For Maintenance works including works of upgradation, aesthetic, special repair, addition/ alteration: In case of decrease in the rates prevailing in the market of items for the work in excess of the limits laid down in Schedule F, 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.
	<u>CLAUSE 12.4:</u> 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 Superintending Engineer may authorize consideration of such claims on merits.

	CLAUSE 12.5: For the purpose of operation of Schedule "F", the following works shall be treated as works relating to foundation unless & otherwise defined in the contract: (i) For Buildings: All works up to 1.2 meters above ground level or up to floor 1 level whichever is lower. (ii) For abutments, piers and well staining: All works up to 1.2 m above the bed level. (iii) For retaining walls, wing walls, compound walls, chimneys, overhead reservoirs/ tanks and other elevated structures: All works up to 1.2 meters above the ground level. (iv) For reservoirs/tanks (other than overhead reservoirs/tanks): All works up to 1.2 meters above the ground level. (v) For basement: All works up to 1.2 m above ground level or up to floor 1 level whichever is lower. (vi) For Roads, all items of excavation and filling including treatment of sub base.
	CLAUSE 12.6: 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.
Foreclosure of contract due to Abandonment or Reduction in Scope of Work	**CLAUSE 13:** If at any time after acceptance of the tender or during the progress of work, the purpose or object for which the work is being done changes due to any supervening cause and as a result of which the work has to be abandoned or reduced in scope the Engineer-in-Charge shall give notice in writing to that effect to the contractor stating the decision as well as the cause for such decision and the contractor shall act accordingly in the matter. The contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works. The contractor shall be paid at contract rates, full amount for works executed at site and, in addition, a reasonable amount as certified by the Engineer-in-Charge for the items hereunder mentioned which could not be utilized on the work to the full extent in view of the foreclosure: (i) Any expenditure incurred on preliminary site work, e.g. temporary access roads, temporary labour huts, staff quarters and site office; storage accommodation and water storage tanks. (ii) Government shall have the option to take over contractor's materials or any part thereof either brought to site or of which the contractor is legally bound to accept delivery from suppliers (for incorporation in or incidental to the work) provided, however Government shall be bound to take over the materials or such portions thereof as the contractor does not desire to retain. For materials taken over or to be taken over by Government, cost of such materials as detailed by Engineer-in-Charge shall be paid. The cost shall, however,

	take into account purchase price, cost of transportation and deterioration or damage which may have been caused to materials whilst in the custody of the contractor. (iii) If any materials supplied by Government are rendered surplus, the same except normal wastage shall be returned by the contractor to Government at rates not exceeding those at which these were originally issued, less allowance for any deterioration or damage which may have been caused whilst the materials were in the custody of the contractor. In addition, cost of transporting such materials from site to Government stores, if so required by Government, shall be paid. (iv) Reasonable compensation for transfer of T & P from site to contractor's permanent stores or to his other works, whichever is less. If T & P are not transported to either of the said places, no cost of transportation shall be payable. (v) Reasonable compensation for repatriation of contractor's site staff and imported labour to the extent necessary. The contractor shall, if required by the Engineer- in-Charge, furnish to him, books of account, wage books, time sheets and other relevant documents and evidence as may be necessary to enable him to certify the reasonable amount payable under this condition. The reasonable amount of items on (i), (iv) and (v) above shall not be in excess of 2% of the cost of the work remaining incomplete on the date of closure, i.e. total stipulated cost of the work as per accepted tender less the cost of work actually executed under the contract and less the cost of contractor's materials at site taken over by the Government as per item (ii) above. Provided always that against any payments due to the contractor on this account or otherwise, the Engineer-in-Charge shall be entitled to recover or be credited with any outstanding balances due from the contractor for advance paid in respect of any tool, plants and materials and any other sums which at the date of termination were recoverable by the Government from the contractor under the terms of the contract. In the event of action being taken under Clause 13 to reduce the scope of work, the contractor may furnish fresh Performance Guarantee on the same conditions, in the same manner and at the same rate for the balance tendered amount and initially valid up to the extended date of completion or stipulated date of completion if no extension has been granted plus 60 days beyond that. Wherever such a fresh Performance Guarantee is furnished by the contractor the Engineer-in-Charge may return the previous Performance Guarantee.
Carrying out part work at risk & cost of contractor	**CLAUSE 14:** If contractor: (i) At any time makes default during currency of work or does not execute any part of the work with due diligence and continues to do so even after a notice in writing of 7 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 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, by a notice in writing to take the part work / part incomplete work of any item(s) out of his hands and shall have powers to: (a) Take possession of the site and any materials, constructional plant, implements, stores, etc., thereon; and/or (b) Carry out the part work / part incomplete work of any item(s) by any means at the risk and cost of the contractor. The Engineer-in-Charge shall determine the amount, if any, is recoverable from the contractor for completion of the part work/ part incomplete work of any item(s) taken out of his hands and execute at the risk and cost of the contractor, the liability of contractor on account of loss or damage suffered by Government because of action under this clause shall not exceed 10% of the tendered value of the work. In determining the amount, credit shall be given to the contractor with the value of work done in all respect in the same manner and at the same rate as if it had been carried out by the original contractor under the terms of his contract, the value of contractor's materials taken over and incorporated in the work and use of plant and machinery belonging to the contractor. The certificate of the Engineer-in-Charge as to the value of work done shall be final and conclusive against the contractor provided always that action under this clause shall only be taken after giving notice in writing to the contractor. Provided also that if the expenses incurred by the department are less than the amount payable to the contractor at his agreement rates, the difference shall not be payable to the contractor. Any excess expenditure incurred or to be incurred by Government in completing the part work/ part incomplete work of any item(s) or the excess loss of damages suffered or may be suffered by Government as aforesaid after allowing such credit shall without prejudice to any other right or remedy available to Government in law or per as agreement be recovered from any money due to the contractor on any account, and if such money is insufficient, the contractor shall be called upon in writing and shall be liable to pay the same within 30 days. If the contractor fails to pay the required sum within the aforesaid period of 30 days, the Engineer-in-Charge shall have the right to sell any or all of the contractors' unused materials, constructional plant, implements, temporary building at site etc. and adjust the proceeds of sale thereof towards the dues recoverable from the contractor under the contract and if thereafter there remains any balance outstanding, it shall be recovered in accordance with the provisions of the contract. In the event of above course being adopted by the Engineer-in-Charge, the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any engagements or made any advance on any account or with a view to the execution of the work or the performance of the contract.
Suspension of Work	**<u>CLAUSE 15:</u>** (i) The contractor shall, on receipt of the order in writing of the Engineer-in-Charge, (whose decision shall be final and binding on the contractor) suspend the progress of the works or any part thereof for such time and in such manner as the Engineer-in-Charge may consider necessary so as not to cause any damage or injury to the work already done or endanger the safety thereof for any of the following reasons: (a) on account of any default on the part of the contractor or; (b) for proper execution of the works or part thereof for reasons other than the default of the contractor; or (c) for safety of the works or part thereof.

	The contractor shall, during such suspension, properly protect and secure the works to the extent necessary and carry out the instructions given in that behalf by the Engineer in- Charge. (ii) If the suspension is ordered for reasons (b) and (c) in sub-para (i) above: (a) the contractor shall be entitled to an extension of time equal to the period of every such suspension PLUS 25%, for completion of the item or group of items of work for which a separate period of completion is specified in the contract and of which the suspended work forms a part, and; (b) If the total period of all such suspensions in respect of an item or group of items or work for which a separate period of completion is specified in the contract exceeds thirty days, the contractor shall, in addition, be entitled to such compensation as the Engineer-in-Charge may consider reasonable in respect of salaries and/or wages paid by the contractor to his employees and labour at site, remaining idle during the period of suspension, adding thereto 2% to cover indirect expenses of the contractor provided the contractor submits his claim supported by details to the Engineer-in- Charge within fifteen days of the expiry of the period of 30 days. (iii) If the works or part thereof is suspended on the orders of the Engineer-in-Charge for more than three months at a time, except when suspension is ordered for reason (a) in sub-para (i) above, the contractor may after receipt of such order serve a written notice on the Engineer-in-Charge requiring permission within fifteen days from receipt by the Engineer-in-Charge of the said notice, to proceed with the work or part thereof in regard to which progress has been suspended and if such permission is not granted within that time, the contractor, if he intends to treat the suspension, where it affects only a part of the works as an omission of such part by Government or where it affects whole of the works, as an abandonment of the works by Government, shall within ten days of expiry of such period of 15 days give notice in writing of his intention to the Engineer-in-Charge. In the event of the contractor treating the suspension as an abandonment of the contract by Government, he shall have no claim to payment of any compensation on account of any profit or advantage which he might have derived from the execution of the work in full but which he could not derive in consequence of the abandonment. He shall, however, be entitled to such compensation, as the Engineer-in-Charge may consider reasonable, in respect of salaries and/or wages paid by him to his employees and labour at site, remaining idle in consequence adding to the total thereof 2% to cover indirect expenses of the contractor provided the contractor submits his claim supported by details to the Engineer-in-Charge within 30 days of the expiry of the period of 3months.
Compensation in case of Delay of Supply of Material by Govt.	**CLAUSE 15 A:** The contractor shall not be entitled to claim any compensation from Government for the loss suffered by him on account of delay by Government in the supply of materials in schedule 'B' where such delay is covered by the difficulties relating to the supply of wagons, force majeure or any reasonable cause beyond the control of the Government. This clause 15 A will not be applicable for works where no material is stipulated.
Action in case Work not done as per Specifications	**CLAUSE 16:** All works under or in course of execution or executed in pursuance of the contract, shall at all times be open and accessible to the inspection and supervision of the Engineer-in-Charge, his authorized subordinates in charge of the work and all the superior officers, officer of the Quality

	Assurance Unit of the Department or any organization engaged by the Department for Quality Assurance and of the Chief Technical Examiner's Office, and the contractor shall, at all times, during the usual working hours and at all other times at which reasonable notice of the visit of such officers has been given to the contractor, either himself be present to receive orders and instructions or have a responsible agent duly accredited in writing, present for that purpose. Orders given to the Contractor's agent shall be considered to have the same force as if they had been given to the contractor himself. If it shall appear to the Engineer-in-Charge or his authorized subordinates in-charge of the work or to the Chief Engineer in charge of Quality Assurance or his subordinate officers or the officers of the organization engaged by the Department for Quality Assurance or to the Chief Technical Examiner or his subordinate officers, that any work has been executed with unsound, imperfect, or unskillful workmanship, or with materials or articles provided by him for the execution of the work which are unsound or of a quality inferior to that contracted or otherwise not in accordance with the contract, the contractor shall, on demand in writing which shall be made within twelve months (six months in the case of work costing Rs. 10 Lac and below except road work) of the completion of the work from the Engineer-in-Charge specifying the work, materials or articles complained of notwithstanding that the same may have been passed, certified and paid for forthwith rectify, or remove and reconstruct the work so specified in whole or in part, as the case may require or as the case may be, remove the materials or articles so specified and provide other proper and suitable materials or articles at his own charge and cost. In the event of the failing to do so within a period specified by the Engineer-in-Charge in his demand aforesaid, then the contractor shall be liable to pay compensation at the same rate as under clause 2 of the contract (for non-completion of the work in time) for this default. In such case the Engineer-in-Charge may not accept the item of work at the rates applicable under the contract but may accept such items at reduced rates as the authority specified in schedule 'F' may consider reasonable during the preparation of on account bills or final bill if the item is so acceptable without detriment to the safety and utility of the item and the structure or he may reject the work outright without any payment and/or get it and other connected and incidental items rectified, or removed and re-executed at the risk and cost of the contractor. Decision of the Engineer-in-Charge to be conveyed in writing in respect of the same will be final and binding on the contractor
Contractor Liable for Damages, defects during defect liability period	**<u>CLAUSE 17:</u>** 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.
Contractor to Supply Tools & Plants etc.	**CLAUSE 18:** 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.
Recovery of Compensation paid to Workmen	**CLAUSE 18 A:** In every case in which by virtue of the provisions sub-section (1) of Section 12, of the Workmen's Compensation Act, 1923, Government is obliged to pay compensation to a workman employed by the contractor, in execution of the works, Government will recover from the contractor, the amount of the compensation so paid; and, without prejudice to the rights of the Government under sub-section (2) of Section 12, of the said Act, Government shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by Government to the contractor whether under this contract or otherwise. Government shall not be bound to contest any claim made against it under sub-section (1) of Section 12, of the said Act, except on the written request of the contractor and upon his giving to Government full security for all costs for which Government might become liable in consequence of contesting such claim.
Ensuring Payment and Amenities to Workers if Contractor fails	**CLAUSE 18 B:** In every case in which by virtue of the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, and of the Contract Labour (Regulation and Abolition) Central Rules, 1971, Government is obliged to pay any amounts of wages to a workman employed by the contractor in execution of the works, or to incur any expenditure in providing welfare and health amenities required to be provided under the above said Act and the rules under Clause 19H or under the C.P.W.D. Contractor's Labour Regulations, or under the Rules framed by Government from time to time for the protection of health and sanitary arrangements for workers employed by C.P.W.D. Contractors, Government will recover from the contractor, the amount of wages so paid or the amount of expenditure so incurred; and without prejudice to the rights of the Government under sub-section(2) of Section 20, and sub-section (4) of

	Section 21, of the Contract Labour (Regulation and Abolition) Act, 1970, Government shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by Government to the contractor whether under this contract or otherwise Government shall not be bound to contest any claim made against it under sub-section (1) of Section 20, sub-section (4) of Section 21, of the said Act, except on the written request of the contractor and upon his giving to the Government full security for all costs for which Government might become liable in contesting such claim.
Labour Laws to be complied by the Contractor	**CLAUSE 19:** The contractor shall obtain a valid licence under the Contract Labour (R&A) Act, 1970, and the Contract Labour (Regulation and Abolition) Central Rules, 1971, before the commencement of the work, and continue to have a valid license until the completion of the work. **The contractor shall also comply with provisions of the Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979.** The contractor shall also abide by the provisions of the Child Labour (Prohibition and Regulation) Act, 1986. The contractor shall also comply with the provisions of the building and other Construction Workers (Regulation of Employment & Conditions of Service) Act, 1996 and the building and other Construction Workers Welfare Cess Act, 1996. Any failure to fulfil these requirements shall attract the penal provisions of this contract arising out of the resultant non-execution of the work.
	CLAUSE 19 A: No labour below the age of fourteen years shall be employed on the work.
Payment of Wages	**CLAUSE 19 B:** Payment of wages: (i) The contractor shall pay to labour employed by him either directly or through subcontractors, wages not less than fair wages as defined in the C.P.W.D. Contractor's Labour Regulations or as per the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and the contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable. (ii) The contractor shall, notwithstanding the provisions of any contract to the contrary, cause to be paid fair wage to labour indirectly engaged on the work, including any labour engaged by his sub-contractors in connection with the said work, as if the labour had been immediately employed by him. (iii) In respect of all labour directly or indirectly employed in the works for performance of the contractor's part of this contract, the contractor shall comply with or cause to be complied with the Central Public Works Department contractor's Labour Regulations made by Government from time to time in regard to payment of wages, wage period, deductions from wages recovery of wages not paid and deductions unauthorizedly made, maintenance of wage books or wage slips, publication of scale of 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.

(v) (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-fulfilment of the conditions of the contract for the benefit of the workers, non-payment of wages or of deductions made from his or their wages which are not justified by their terms of the contract or non-observance of the Regulations.

(b) Under the provision of Minimum Wages (Central) Rules, 1950, the contractor is bound to allow to the labours directly or indirectly employed in the works one day rest for 6 days continuous work and pay wages at the same rate as for duty. In the event of default, the Engineer-in-Charge shall have the right to deduct the sum or sums not paid on account of wages for weekly holidays to any labours and pay the same to the persons entitled thereto from any money due to the contractor by the Engineer-in-Charge concerned.
In the case of Union Territory of Delhi, however, as the all-inclusive minimum daily wages fixed under Notification of the Delhi Administration No.F.12(162)MWO/DAB/ 43884-91, dated 31-12-1979 as amended from time to time are inclusive of wages for the weekly day of rest, the question of extra payment for weekly holiday would not arise.

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

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

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

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

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

CLAUSE 19 C:

In respect of all labour directly or indirectly employed in the work for the performance of the contractor's part of this contract, the contractor shall at his own expense arrange for the safety provisions as per C.P.W.D. Safety Code framed from time to time and shall at his own expense provide for all facilities in connection therewith. In case the contractor fails to make arrangement and provide necessary facilities as aforesaid, he shall be liable to pay a penalty 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 labourers employed by him on the work,
(2) their working hours,
(3) the wages paid to them,
(4) the accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them, and
(5) the number of female workers who have been allowed maternity benefit according to Clause 19F and the amount paid to them.

Failing which the contractor shall be liable to pay to Government, a sum not exceeding Rs.200 for each default or materially incorrect statement. The decision of the Divisional Officer shall be final in deducting from any bill due to the contractor, the amount levied as fine and be binding on the contractor.

CLAUSE 19 E:

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 wagesearned 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 Central Public Works Department, Contractor's Labour Regulations and Model Rules for the protection of health and sanitary arrangements for the workers as amended from time to time or furnishing any information or submitting or filing any statement under the provisions of the above Regulations and' Rules which is materially incorrect, he/they shall, without prejudice to any other liability, pay to the Government a sum 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 C.P.W.D. Contractor's Labour Regulations and Model Rules and the provisions of the Contract Labour (Regulation and Abolition) Act 1970, and the Contract Labour (R& A) Central Rules 1971, for the protection of health and sanitary arrangements for work-people employed by the contractor(s) (hereinafter referred as "the said Rules") the Engineer-in-Charge shall have power to give notice in writing to the contractor(s) requiring that the said Rules be complied with and the amenities prescribed therein be provided to the work-people within a reasonable time to be specified in the notice. If the contractor(s) shall fail within the period specified in the notice to comply with and/observe the said Rules and to provide the amenities to the work-people as aforesaid, the Engineer-in-Charge shall have the power to provide the amenities hereinbefore mentioned at the cost of the contractor(s). The contractor(s) shall erect, make and maintain at his/their own expense and 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 19 H: The contractor(s) shall at his/their own cost provide his/their labour with a sufficient number of huts (hereinafter referred to as the camp) of the following specifications on a suitable plot of land to be approved by the Engineer-in-Charge. (i) (a) The minimum height of each hut at the eaves level shall be 2.10m (7 ft.) and the floor area to be provided will be at the rate of 2.7 sq.m. (30 sq.ft.) for each member of the worker's family staying with the labourer. (b) The contractor(s) shall in addition construct suitable cooking places having a minimum area of 1.80m x 1.50m (6'x5') adjacent to the hut for each family. (c) The contractor(s) shall also construct temporary latrines and urinals for the use of the labourers each on the scale of not less than four per each one hundred of the total strength, separate latrines and urinals being provided for women. (d) The contractor(s) shall construct sufficient number of bathing and washing places, one unit for every 25 persons residing in the camp. These bathing and washing places shall be suitably screened.

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

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

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

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

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

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

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

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

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

(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 19 I:

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. AE/JE 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 19 J: 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 up to 5% of tendered value of work may be imposed by the Superintending Engineer whose decision shall be final both with regard to the justification and quantum and be binding on the contractor. However, the Superintending Engineer, through a notice, may require the contractor to remove the illegal occupation any time on or before construction and delivery.
Employment of skilled/ semi-skilled workers	**CLAUSE 19 K:** The contractor shall, at all stages of work, deploy skilled/ semi-skilled tradesmen who are qualified and possess certificate in particular trade from CPWD Training Institute/Industrial Training Institute/National Institute of construction Management and Research (NICMAR)/ National Academy of Construction, CIDC or any similar reputed and recognized Institute managed/ certified by State/Central Government. The number of such qualified tradesmen shall not be less than 20% of total skilled/ semi-skilled workers required in each trade at any stage of work. The contractor shall submit number of man days required in respect of each trade, its scheduling and the list of qualified tradesmen along with requisite certificate from recognized Institute to Engineer-in-Charge for approval. Notwithstanding such approval, if the tradesmen are found to have inadequate skill to execute the work of respective trade, the contractor shall substitute such tradesmen within two days of written notice from Engineer-in-Charge. Failure on the part of contractor to obtain approval of Engineer-in-Charge or failure to deploy qualified tradesmen will attract a compensation to be paid by contractor at the rate of Rs. 100 per such tradesman per day. Decision of Engineer-in-Charge as to whether particular tradesman possesses requisite skill and amount of compensation in case of default shall be final and binding. Provided always, that the provisions of this clause, shall not be applicable for works with estimated cost put to tender being less than Rs. 5 crores. For work costing more than Rs. 50 Crores, and upto Rs. 100 Crores, the contractor shall arrange on site training as per National Skill Development Corporation (NSDC) norms for at least 10% of the unskilled worker engaged in the project in co-ordination with the CPWD Regional Training Institute & National Skill Development Corporation (NSDC) for certification at the level of skilled/ semi-skilled tradesmen. For work costing more than Rs. 100 Crores, and up to Rs. 100 Crores, the contractor shall arrange on site training as per National Skill Development Corporation (NSDC) norms for at least 10% of the unskilled worker engaged in the project in co-ordination with the CPWD Regional Training Institute & National Skill Development Corporation (NSDC) for certification at the level of skilled/ semi-skilled tradesmen.

Contribution of EPF and ESI – Rate quoted shall be inclusive of EPF and ESI contributions.	**CLAUSE 19 L:** ~~The ESI and EPF contributions on the part of employer in respect of this contract shall be paid by the contractor. These contributions on the part of the employer paid by the contractor shall be reimbursed by the Engineer-in-Charge to the contractor on actual basis. The applicable and eligible amount of EPF&ESI shall be reimbursed preferably within 7 days but not later than 30 days of submission of documentary proof of payment provided same are in order.~~ **The rate quoted by the contractor shall be inclusive of EPF and ESI contributions. The contractor shall be employer of the workers engaged by him. The Institute shall not recognize any employee – employer relationship between the workers engaged by the contractor and the Institute.**
Minimum Wages Act to be Complied with	**CLAUSE 20:** The contractor shall comply with all the provisions of the Minimum Wages Act, 1948, and Contract Labour (Regulation and Abolition) Act, 1970, amended from time to time and rules framed thereunder and other labour laws affecting contract labour that may be brought into force from time- to-time.
Work not to be sublet. Action in case of insolvency	**CLAUSE 21:** The contract shall not be assigned or sublet without the written approval of the Engineer-in - Charge. And if the contractor shall assign or sublet his contract, or attempt to do so, or become insolvent or commence any insolvency proceedings or make any composition with his creditors or attempt to do so, or if any bribe, gratuity, gift, loan, perquisite, reward or advantage pecuniary or otherwise, shall either directly or indirectly, be given, promised or offered by the contractor, or any of his servants or agent to any public officer or person in the employ of Government in any way relating to his office or employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Engineer- in-Charge on behalf of the President of India shall have power to adopt the course specified in Clause 3 hereof in the interest of Government and in the event of such course being adopted, the consequences specified in the said Clause 3 shall ensue.
	CLAUSE 22: All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the use of Government without reference to the actual loss or damage sustained and whether or not any damage shall have been sustained.
Changes in firm's Constitution to be intimated	**CLAUSE 23:** Where the contractor is a partnership firm, the previous approval in writing of the Engineer-in-Charge shall be obtained before any change is made in the constitution of the firm. Where the contractor is an individual or a Hindu undivided family business concern, such approval as aforesaid shall likewise be obtained before the contractor enters into any partnership agreement where under the partnership firm would have the right to carry out the works hereby undertaken by the contractor. If previous approval as aforesaid is not obtained, the contract shall be deemed to have been assigned in contravention of Clause 21 hereof and the same action may be taken, and the same consequences shall ensue as provided in the said Clause -21.

	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.
Settlement of Disputes & Arbitration	**CLAUSE 25:** Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications, design, drawings and instructions here-in before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter: (i) If the contractor considers any work demanded of him to be outside the requirements of the contract, or disputes any drawings, record or decision given in writing by the Engineer-in-Charge **or if the Engineer in Charge considers any act or decision of the contractor** on any matter in connection with or arising out of the contract or carrying out of the work, to be unacceptable and is disputed, **such party** shall promptly within 15 days **of the arising of the disputes** request the Director **of the Institute, who shall refer the disputes to** Dispute Redressal Committee (DRC) within 15 days along with a list of disputes with amounts claimed if any in respect of each such dispute. The Dispute Redressal Committee (DRC) shall give the opposing party two weeks for a written response, and, give its decision within a period of 60 days **extendable by 30 days by consent of both the parties** from the receipt of **reference from Director**. Provided that no party shall be represented before the Dispute Redressal Committee by an advocate/legal counsel etc. If the Dispute Redressal Committee (DRC) fails to give its decision within the aforesaid period or any party is dissatisfied with the decision of Dispute Redressal Committee (DRC) or expiry of time limit given above, then either party may within a period of 30 days from the receipt of the decision of Dispute Redressal Committee (DRC), give notice to the Director for appointment of arbitrator on prescribed format under intimation to the other party. It is a term of contract that each party invoking arbitration must exhaust the aforesaid mechanism of settlement of claims/disputes prior to invoking arbitration. The Director of the Institute shall in such case appoint the sole arbitrator or one of the three arbitrators as the case may be within 30 days of receipt of such a request and refer such disputes to arbitration. Wherever the Arbitral Tribunal consists of three Arbitrators, the contractor shall appoint one arbitrator within 30 days of making request for arbitration or of receipt of request by Engineer-in-charge to the Director for appointment of arbitrator, as the case may be, and two appointed arbitrators shall appoint the third arbitrator who shall act as the Presiding Arbitrator. In the event of a. A party fails to appoint the second Arbitrator, or b. The two appointed Arbitrators fail to appoint the Presiding Arbitrator, then the Building and Works Committee of the Institute shall appoint the second or Presiding Arbitrator as the case may be. (ii) Disputes or difference shall be referred for adjudication through arbitration by a Tribunal having sole arbitrator where Tendered amount is ` 100 Crore or less. Where Tendered Value is more than ` 100 Crore, Tribunal shall consist of three Arbitrators as above.

	The requirements of the Arbitration and Conciliation Act, 1996 (26 of 1996) and any further statutory modifications or re-enactment thereof and the rules made there under and for the time being in force shall be applicable. It is a term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed, if any, in respect of each such dispute along with the notice for appointment of arbitrator and giving reference to the decision of the DRC. It is also a term of this contract that any member of the Arbitration Tribunal shall be a Graduate Engineer with experience in handling public works engineering contracts at a level not lower than Chief Engineer (Joint Secretary Level of Government of India). This shall be treated as a mandatory qualification to be appointed as arbitrator. Parties, before or at the time of appointment of Arbitral Tribunal may agree in writing for fast track arbitration as per the Arbitration and Conciliation Act, 1996 (26 of 1996) as amended in 2015. Subject to provision in the Arbitration and Conciliation Act, 1996 (26 of 1996) as amended in 2015 whereby the counter claims if any can be directly filed before the arbitrator without any requirement of reference by the appointing authority, the arbitrator shall adjudicate on only such disputes as are referred to him by the appointing authority and give separate award against each dispute and claim referred to him and in all cases where the total amount of the claims by any party exceeds ` 1,00,000 (Rupees One lakh), the arbitrator shall give reasons for the award. It is also a term of the contract that if any fees are payable to the arbitrator, these shall be paid as per the Act. The place of arbitration shall be NITK, Surathkal or as determined by the arbitral tribunal in consultation with both the parties.
Contractor to indemnify Govt. against Patent Rights	**CLAUSE 26:** The contractor shall fully indemnify and keep indemnified the President of India against any action, claim or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay any royalties which may be payable in respect of any article or part thereof included in the contract. In the event of any claims made under or action brought against Government in respect of any such matters as aforesaid, the contractor shall be immediately notified thereof and the contractor shall be at liberty, at his own expense, to settle any dispute or to conduct any litigation that may arise therefrom, provided that the contractor shall not be liable to indemnify the President of India if the infringement of the patent or design or any alleged patent or design right is the direct result of an order passed by the Engineer-in-Charge in this behalf.
Lump-sum Provisions in Tender	**CLAUSE 27:** ~~When the estimate on which a tender is made includes lump-sum in respect of parts ofthe 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~~. NOT applicable.

Action where no Specifications are specified	**CLAUSE 28:** In the case of any class of work for which there is no such specifications as referred to in Clause 11, such work shall be carried out in accordance with the Bureau of Indian Standards Specifications. In case, there are no such specifications in Bureau of Indian Standards, the work shall be carried out as per manufacturers' specifications, if not available then as per District Specifications. In case there are no such specifications as required above, the work shall be carried out in all respects in accordance with the instructions and requirements of the Engineer-in-Charge.
Withholding and lien in respect of sum due from contractor	**CLAUSE 29:** (i) Whenever any claim or claims for payment of a sum of money arises out of or under the contract or against the contractor, the Engineer-in-Charge or the Government shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from the security, if any deposited by the contractor and for the purpose aforesaid, the Engineer-in-Charge or the Government shall be entitled to withhold the security deposit, if any, furnished as the case may be and also have a lien over the same pending finalization or adjudication of any such claim. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the contractor, the Engineer-in-Charge or the Government shall be entitled to withhold and have a lien to retain to the extent of such claimed amount or amounts referred to above, from any sum or sums found payable or which may at any time thereafter become payable to the contractor under the same contract or any other contract with the Engineer-in-Charge of the Government or any contracting person through the Engineer- in-Charge pending finalization of adjudication of any such claim. It is an agreed term of the contract that the sum of money or moneys so withheld or retained under the lien referred to above by the Engineer-in-Charge or Government will be kept withheld or retained as such by the Engineer-in-Charge or Government till the claim arising out of or under the contract is determined by the arbitrator(if the contract is governed by the arbitration clause) by the competent court, as the case may be and that the contractor will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention under the lien referred to above and duly notified as such to the contractor. For the purpose of this clause, where the contractor is a partnership firm or a limited company, the Engineer-in-Charge or the Government shall be entitled to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner/limited company as the case may be, whether in his individual capacity or otherwise. (ii) Government shall have the right to cause an audit and technical examination of the works and the final bills of the contractor including all supporting vouchers, abstract, etc., to be made after payment of the final bill and if as a result of such audit and technical examination any sum is found to have been overpaid in respect of any work done by the contractor under the contract or any work claimed to have been done by him under the contract and found not to have been executed, the contractor shall be liable to refund the amount of over-payment and it shall be lawful for Government to recover the same from him in the manner prescribed in sub-clause (i) of this clause or in any other manner legally permissible; and if it is found that the contractor was paid less than what was due to him under the contract in respect of any work executed by him under it, the amount of such under payment shall be duly paid by Government to the contractor, without any interest thereon whatsoever.

	Provided that the Government shall not be entitled to recover any sum overpaid, nor the contractor shall be entitled to payment of any sum paid short where such payment has been agreed upon between the Superintending Engineer or Executive Engineer on the one hand and the contractor on the other under any term of the contract permitting payment for work after assessment by the Superintending Engineer or the Executive Engineer.
Lien in respect of claims in other Contracts	**CLAUSE 29 A:** Any sum of money due and payable to the contractor (including the security deposit returnable to him) under the contract may be withheld or retained by way of lien by the Engineer-in-Charge or the Government or any other contracting person or persons through Engineer-in-Charge against any claim of the Engineer-in-Charge or Government or such other person or persons in respect of payment of a sum of money arising out of or under any other contract made by the contractor with the Engineer- in-Charge or the Government or with such other person or persons. It is an agreed term of the contract that the sum of money so withheld or retained under this clause by the Engineer-in-Charge or the Government will be kept withheld or retained as such by the Engineer-in-Charge or the Government or till his claim arising out of the same contract or any other contract is either mutually settled or determined by the arbitration clause or by the competent court, as the case may be and that the contractor shall have no claim for interest or damages whatsoever on this account or on any other ground in respect of any sum of money withheld or retained under this clause and duly notified as such to the contractor.
Employment of coal mining or controlled area labour not permissible	**CLAUSE 30:** The contractor shall not employ coal mining or controlled area labour falling under any category whatsoever on or in connection with the work or recruit labour from area within a radius of 32 km (20 miles) of the controlled area. Subject as above the contractor shall employ imported labour only i.e., deposit imported labour or labour imported by contractors from area, from which import is permitted. Where ceiling price for imported labour has been fixed by State or Regional Labour Committees not more than that ceiling price shall be paid to the labour by the contractor. The contractor shall immediately remove any labourer who may be pointed out by the Engineer- in-Charge as being a coal mining or controlled area labourer. Failure to do so shall render the contractor liable to pay to Government a sum calculated at the rate of Rs.10/- per day per labourer. The certificate of the Engineer-in-Charge about the number of coal mining or controlled area labourer and the number of days for which they worked shall be final and binding upon all parties to this contract. It is declared and agreed between the parties that the aforesaid stipulation in this clause is one in which the public are interested within the meaning of the exception in Section 74 of Indian Contract Act, 1872. **Explanation:**- Controlled Area means the following areas: Districts of Dhanbad, Hazaribagh, Jamtara - a Sub-Division under Santhal Pargana Commissionery, Districts of Bankuara, Birbhum, Burdwan, District of Bilaspur. Any other area which may be declared a Controlled Area by or with the approval of the Central Government.
Unfiltered water supply -	**CLAUSE 31:**

Contractor(s) shall make his/their own arrangements for water required for the work.	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.
Departmental water supply, if available	**CLAUSE 31 A:** 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.
Alternate water arrangements	**CLAUSE 32:** (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, 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 damages 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 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 damages to adjacent buildings, roads and service lines. He shall be responsible for any accidents or damages 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.
Return of Surplus materials	**CLAUSE 33:** Notwithstanding anything contained to the contrary in this contract, where any materials for the execution of the contract are procured with the assistance of Government either by issue from Government stocks or purchase made under orders or permits or licences issued by Government, the contractor shall hold the said materials economically and solely for the purpose of the contract and not dispose of them without the written permission of the Government and return, if required by the Engineer-in-Charge, all surplus or unserviceable materials that may be left with him after the completion of the contract or at its termination for any reason whatsoever on being paid or credited such price as the Engineer-in-Charge

	shall determine having due regard to the condition of the materials. The price allowed to the contractor however shall not exceed the amount charged to him excluding the element of storage charges. 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 licence or permit and/or for criminal breach of trust, be liable to Government for all moneys, advantages or profits resulting or which in the usual course would have resulted to him by reason of such breach.
Hire of Plant & Machinery	**CLAUSE 34:** 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. The rate quoted by the contractor shall include all the expense of hiring the T&P.
Condition relating to use of asphaltic materials	**CLAUSE 35:** (i) The contractor undertakes to make arrangement for the supervision of the work by the firm supplying the tar or bitumen used. (ii) The contractor shall collect the total quantity of tar or bitumen required for the work as per standard formula, before the process of painting is started and shall hypothecate it to the Engineer-in-Charge. If any bitumen or tar remains unused on completion of the work on account of lesser use of materials in actual execution for reasons other than authorized changes of specifications and abandonment of portion of work, a corresponding deduction equivalent to the cost of unused materials as determined by the Engineer-in-Charge shall be made and the material return to the contractors. Although the materials are hypothecated to Government, the contractor undertakes the responsibility for their proper watch, safe custody and protection against all risks. The materials shall not be removed from site of work without the consent of the Engineer-in-Charge in writing. (iii) 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 asphaltic work shall be refunded after the expiry of this period.
Employment of Technical Staff and employees	**CLAUSE 36:** Contractors Superintendence, Supervision, Technical Staff & Employees: (i) The contractor shall provide all necessary superintendence during execution of the work and all along thereafter as may be necessary for proper fulfilling of the obligations under the contract. The contractor shall immediately after receiving letter of acceptance of the tender and before commencement of the work, intimate in writing to the Engineer-in-Charge, the name(s), qualifications, experience, age, address(s) and other particulars along with certificates, of the principal technical representative to be in charge of the work and other technical representative(s) who will be supervising the work. Minimum requirement of such technical representative(s) and their qualifications and experience shall not be lower than specified in Schedule 'F'. The Engineer-in-Charge shall within 3 days of receipt of such communication, intimate in writing his approval or otherwise of such a representative(s) to the contractor. Any such approval may at any time be withdrawn and in case of such withdrawal, the contractor shall appoint another such representative(s) according to the provisions of this clause. Decision of the tender accepting authority shall be final and binding on the contractor in this respect. Such a principal technical representative and other technical representative(s) shall be appointed by the contractor

	soon after receipt of the approval from Engineer-in-Charge and shall be available at site before start of work. All the provisions applicable to the principal technical representative under the Clause will also be applicable to other technical representative(s) The principal technical representative and other technical representative(s) shall be present at the site of work for supervision at all times when any construction activity is in progress and also present himself/themselves, as required, to the Engineer-in-Charge and/or his designated representative to take instructions. Instructions given to the principal technical representative or other technical representative(s) shall be deemed to have the same force as if these have been given to the contractor. The principal technical representative and other technical representative(s) shall be actually available at site fully during all stages of execution of work, during recording/checking/test checking of measurements of works and whenever so required by the Engineer-in-Charge and shall also note down instructions conveyed by the Engineer-in-Charge or his designated representative(s) in the site order book and shall affix his/their signature in token of noting down the instructions and in token of acceptance of measurements/ checked measurements/ test checked measurements. The representative(s) shall not look after any other work. Substitutes, duly approved by Engineer-in-Charge of the work, in similar manner as aforesaid shall be provided in event of absence of any of the representative(s) by more than two days. If the Engineer-in-Charge, whose decision in this respect is final and binding on the contractor, is convinced that no such technical representative(s) is/are effectively appointed or is/are effectively attending or fulfilling the provision of this clause, a recovery (non-refundable) shall be effected from the contractor as specified in Schedule 'F' and the decision of the Engineer-In-Charge as recorded in the site order book and measurement recorded checked/test checked in Measurement Books shall be final and binding on the contractor. Further if the contractor fails to appoint suitable technical Principal technical representative and/or other technical representative(s) and if such appointed persons are not effectively present or are absent by more than two days without duly approved substitute or do not discharge their responsibilities satisfactorily, the Engineer-in-Charge shall have full powers to suspend the execution of the work until such date as suitable other technical representative(s) is/are appointed and the contractor shall be held responsible for the delay so caused to the work. The contractor shall submit a certificate of employment of the technical representative(s) (in the form of copy of Form-16 or CPF deduction issued to the Engineers employed by him) along with every on account bill final bill and shall produce evidence if at any time so required by the Engineer-in-Charge. (ii) The contractor shall provide and employ on the site only such technical assistants as are skilled and experienced in their respective fields and such foremen and supervisory staff as are competent to give proper supervision to the work. The contractor shall provide and employ skilled, semiskilled and unskilled labour as is necessary for proper and timely execution of the work. The Engineer-in-Charge shall be at liberty to object to and require the contractor to remove from the works any person who in his opinion misconducts himself, or is incompetent or negligent in the performance of his duties or whose employment is otherwise considered by the Engineer-in-Charge to be undesirable. Such person shall not be employed again at works site without the written permission of the Engineer- in-Charge and the persons so removed shall be replaced as soon as possible by competent substitutes.
Levy / taxes payable by the contractor	**<u>CLAUSE 37:</u>** (i) GST, Building and other Construction Workers Welfare Cess or any other tax, levy or Cess in respect of input for or output by this contract shall be payable by the contractor and Government shall not entertain any claim whatsoever in this respect except as

	provided under Clause 38. (ii) The contractor shall deposit royalty and obtain necessary permit for supply of the red bajri, stone, kankar, etc. from local authorities. If pursuant to or under any law, notification or order any royalty, cess or the like becomes payable by the Government of India and does not any time become payable by the contractor to the State Government, Local authorities in respect of any material used by the contractor in the works, then in such a case, it shall be lawful to the Government of India and it will have the right and be entitled to recover the amount paid in the circumstances as aforesaid from dues of the contractor.
Conditions for reimbursement of levy/taxes if levied after receipt of tenders	**CLAUSE 38:** (i) All tendered rates shall be inclusive any tax, levy or cess applicable on last stipulated date of receipt of tender including extension if any. No adjustment i.e. increase or decrease shall be made for any variation in the rate of GST, Building and Other Construction Workers Welfare Cess or any tax, levy or cess applicable on inputs. However, effect of variation in rates of GST or Building and Other Construction Workers Welfare Cess or imposition or repeal of any other tax, levy or cess applicable on output of the works contract shall be adjusted on either side, increase or decrease. Provided further that for Building and Other Construction Workers Welfare Cess or any tax (other than GST), levy or cess varied or imposed after the last date of receipt of tender including extension if any, any increase shall be reimbursed to the contractor only if the contractor necessarily and properly pays such increased amount of taxes/levies/ cess. Provided further that such increase including GST shall not be made in the extended period of contract for which the contractor alone is responsible for delay as determined by authority for extension of time under Clause 5 in Schedule F. (ii) The contractor shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary and shall allow inspection of the same by a duly authorized representative of the Government and/or the Engineer-in-Charge and shall also furnish such other information/document as the Engineer-in-Charge may require from time to time. (iii) The contractor shall, within a period of 30 days of the imposition of any such further tax or levy or cess, 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.
Termination of Contract on death of contractor	**CLAUSE 39:** Without prejudice to any of the rights or remedies under this contract, if the contractor dies, the Divisional Officer on behalf of the President of India shall have the option of terminating the contract without compensation to the contractor.
If relative working in NITK, then the contractor not allowed to tender	**CLAUSE 40:** The contractor shall not be permitted to tender for works in the Institute (NITK Office responsible for award and execution of contracts) in which his near relative is posted as

	Divisional Accountant or as an officer in any capacity between the grades of the Superintending Engineer and Junior Engineer (both inclusive). He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any Officer in the Institute. 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.
No Gazetted Engineer to work as Contractor within one year of retirement	**CLAUSE 41:** 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.
Return of material & recovery for excess material issued	**CLAUSE 42:** (i) After completion of the work and also at any intermediate stage in the event of non-reconciliation of materials issued, consumed and in balance - (see Clause 10), theoretical quantity of materials issued by the Government for use in the work shall be calculated on the basis and method given hereunder:- (a) Quantity of cement & bitumen shall be calculated on the basis of quantity of cement & bitumen required for different items of work as shown in the Schedule of Rates mentioned in Schedule 'F'. In case any item is executed for which standard constants for the consumption of cement or bitumen are not available in the above mentioned schedule/statement or cannot be derived from the same shall be calculated on the basis of standard formula to be laid down by the Engineer-in-Charge. (b) Theoretical quantity of steel reinforcement or structural steel sections shall be taken as the quantity required as per design or as authorized by Engineer-in-Charge, including authorized lappages, chairs etc. plus 3% wastage due to cutting into pieces, such theoretical quantity being determined and compared with the actual issues each diameter wise, section wise and category wise separately. (c) Theoretical quantity of G.I. & C.I. or other pipes, conduits, wires and cables, pig lead and G.I./M.S. sheets shall be taken as quantity actually required and measured plus 5% for wastage due to cutting into pieces (except in the case of G.I./M.S. sheets it shall be 10%), such determination & comparison being made diameter wise & category wise. (d) For any other material as per actual requirements. (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 Superintending Engineer regarding theoretical quantities of materials which should have been actually used, shall be final and binding on the contractor. (iii) The said action under this clause is without prejudice to the right of the Government to take action against the contractor under any other conditions of contract for not doing the work according to the prescribed specifications.

Compensation during warlike situations	**CLAUSE 43:** 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 up to the value of the work originally executed before being damaged or destroyed and not paid for. In case of works damaged or destroyed, but not already measured and paid for, the compensation shall be assessed by the Divisional Officer up to Rs.5,000/- and by the Superintending Engineer concerned for a higher amount. The contractor shall be paid for the damages/destruction suffered and for restoring the material at the rate based on analysis of rates tendered for in accordance with the provision of the contract. The certificate of the Engineer-in-Charge regarding the quality and quantity of materials and the purpose for which they were collected shall be final and binding on all parties to this contract. Provided always that no compensation shall be payable for any loss in consequence of hostilities or warlike operations (a) unless the contractor had taken all such precautions against air raid as are deemed necessary by the A.R.P. Officers or the Engineer-in-Charge (b) for any material etc. not on the site of the work or for any tools, plant, machinery, scaffolding, temporary building and other things not intended for the work. In the event of the contractor having to carry out reconstruction as aforesaid, he shall be allowed such extension of time for its completion as is considered reasonable by the Divisional Officer.
Apprentices Act provisions to be complied	**CLAUSE 44:** The contractor shall comply with the provisions of the Apprentices Act, 1961 and the rules and orders issued thereunder from time to time. If he fails to do so, his failure will be a breach of the contract and the Superintending Engineer may, in his discretion, cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the said Act.
Release of Security deposit after labour clearance	**CLAUSE 45:** Release of Security Deposit: SD of the work shall not be refunded till the contractor produces a clearance certificate from the Labour Officer. As soon as the work is virtually complete, the contractor shall apply for the clearance certificate to the Labour Officer under intimation to the Engineer-in-Charge. The Engineer-in-Charge, on receipt of the said communication, shall write to the Labour Officer to intimate if any complaint is pending against the contractor in respect of the work. If no complaint is pending on record till, after 3 months after completion of the work and/or no communication is received from the Labour Officer to this effect till six months after the date of completion, it will be deemed to have received the clearance certificate and the Security Deposit will be released if otherwise due (***Subject to Clause 17***).

SAFETY CODE

1. Suitable scaffolds should be provided for workmen for all works that cannot safely be done from the ground, or from solid construction except such short period work as can be done safely from ladders. When a ladder is used on extra mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying materials as well suitable footholds and hand-hold shall be provided on the ladder and the ladder shall be given an inclination not steeper than 1/4 to 1 (1/4 horizontal and 1 vertical).

2. Scaffolding of staging more than 3.6 m (12 ft.) above the ground or floor, swung or suspended from an overhead support or erected with stationary support shall have a guard rail properly attached or bolted, braced and otherwise secured at least 90 cm. (3ft.) high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends there of with only such opening as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.

3. Working platforms, gangways and stairways should be so constructed that they should not sag unduly or unequally, and if the height of the platform or the gangway or the stairway is more than 3.6 m (12 ft.) above ground level or floor level, they should be closely boarded, should have adequate width and should be suitably fastened as described in (2) above.

4. Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of person or materials by providing suitable fencing or railing whose minimum height shall be 90 cm (3 ft.).

5. Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9m. (30 ft.) in length while the width between side rails in rung ladder shall in no case be less than 29 cm. (11 1/2") for ladder upto an including 3 m. (10 ft.) in length. For longer ladders this width should be increased at least 1/4" for each additional 30 cm.(1 foot) of length. Uniform step spacing of not more than 30 cm shall be kept. Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites or work shall be so stacked or placed as to cause danger or inconvenience to any person or the public. The contractor shall provide all necessary fencing and lights to protect the public from accident and shall be bound to bear the expenses of defense of every suit, action or other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and cost which may be awarded in any such suit, action or proceedings to any such person or which may, with the consent of the contractor, be paid to compensate any claim by any such person.

6. Excavation and Trenching - All trenches 1.2 m. (4ft.) or more in depth, shall at all times be supplied with at least one ladder for each 30 m. (100 ft.) in length or fraction thereof Ladder shall extend from bottom of the trench to at least 90 cm. (3ft.) above the surface of the ground. The sides of the trenches which are 1.5 m. (5ft.) or more in depth shall be stepped back to give suitable slope or securely held by timber bracing, so as to avoid the danger of sides collapsing. The excavated materials shall not be placed within 1.5 m. (5ft.) of the edges of the trench or half of the depth of the trench whichever is more. Cutting shall be done from top to bottom. Under no circumstances undermining or undercutting shall be done.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

      k) Air-blowers should be used for flow of fresh air through the manholes. Whenever called for portable air blowers are recommended for ventilating the manholes. The Motors for these shall be vapour

proof and of totally enclosed type. Non sparking gas engines also could be used but they should be placed at least 2 metres away from the opening and on the leeward side protected from wind so that they will not be a source of friction on any inflammable gas that might be present.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

MODEL RULES FOR THE PROTECTION OF HEALTH AND SANITARY ARRANGEMENTS FOR WORKERS EMPLOYED BY CONTRACTORS

1. **APPLICATION**

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

2. **DEFINITION**

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

3. **FIRST-AID FACILITIES**

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

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

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

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

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

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

Each first-aid box shall contain the following equipment.

1. 12 small sterilized dressings
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 a two per cent alcoholic solution of iodine.

7. 1 (60 ml.) bottle containing Sal volatile having the dose and mode of administration indicated on the label.
8. 1 roll of adhesive plaster
9. 1 snakebite lancet.
10. 1 (30 gms.) bottle of potassium permanganate crystals
11. 1 pair scissors
12. 1 copy of the first-aid leaflet issued by the Director General, Factory Advice Service and Labour Institutes/ Government of India.
13. A bottle containing 100 tablets (each 5 gms.) of aspirin.
14. Ointment for burns.
15. A bottle of suitable surgical antiseptic solution

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

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

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

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

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

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

4. **DRINKING WATER**

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

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

iii) Every water supply or storage shall be at a distance of not less than 50 feet from any latrine drain or other source of pollution. Where water has to be drawn from an existing well which is within such proximity of latrine, drain or any other source of pollution, the well shall be properly chlorinated before water is drawn from it for drinking. All such wells shall be entirely closed in and be provided with a trap door which shall be dust and waterproof.

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

5. **WASHING FACILITIES**

i) In every work place adequate and suitable facilities for washing shall be provided and maintained for the use of contract labour employed therein.
ii) Separate and adequate cleaning facilities shall be provided for the use of male and female workers.

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

6. **LATRINES AND URINALS**

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

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

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

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

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

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

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

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

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

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

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

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

viii) Disposal of excreta :- Unless otherwise arranged for by the local sanitary authority, arrangements for proper disposal of excreta by incineration at the work place shall be made by means of a suitable incinerator. Alternately excreta may be disposed of by putting a layer on 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 sft.) per head.

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

8. **CRECHES**

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

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

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

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

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

9. **CANTEENS**

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

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

iii) The canteen shall consist of at least a dining hall, kitchen, 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.

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

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

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

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

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

xi) a) A portion of the dining hall and service counter shall be partitioned off and reserved for women workers in proportion to their number.

b) Washing places for women shall be separate and screened to secure privacy.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONTRACTOR'S LABOUR REGULATIONS

1. **SHORT TITLE**

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

2. **DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

4. **DISPLAY OF NOTICE REGARDING WAGES ETC.**

The contractor shall before he commences his work on contract, display and correctly maintain and continue to display and correctly maintain in a clear and legible condition in conspicuous places on the work, notices in English and in the local Indian languages spoken by the majority of the workers giving the minimum rates of wages fixed under 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 acknowledgment.

x) It shall be the duty of the contractor to ensure the disbursement of wages in the presence of the Junior Engineer or any other authorised representative of the Engineer-in-Charge who will be required to be present at the place and time of disbursement of wages by the contractor to workmen.

xi) The contractor shall obtain from the Junior Engineer or any other authorised representative of the Engineer-in-Charge as the case may be, a certificate under his signature at the end of the entries in the "Register of Wages" or the "Wage-cum- Master Roll" as the case may be in the following form:-

"Certified that the amount shown in column No..... has been paid to the workmen 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) Deduction for damage to or loss of goods expressly entrusted to the employed person for custody, or for loss of money or any other deduction which he is required to account, where such damage or loss is directly attributable to his neglect or default.

d) Deduction for recovery of advances or for adjustment of overpayment of wages, advances granted shall be entered in a register.

e) Any other deduction which the Central Government may from time to time allow.

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

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

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

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

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

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

7. **LABOUR RECORDS**

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

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

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

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

a) Full particulars of the labourers who met with accident.
b) Rate of wages
c) Sex
d) Age
e) Nature of accident and cause of accident
f) Time and date of accident
g) Date and time when admitted in Hospital

h) Date of discharge from the Hospital
i) Period of treatment and result of treatment
j) Percentage of loss of earning capacity and disability as assessed by Medical Officer.
k) Claim required to be paid under Workmen's Compensation Act.
l) Date of payment of compensation
m) Amount paid with details of the person to whom the same was paid.
n) Authority by whom the compensation was assessed.
o) Remarks

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

The contractor shall display in a good condition and in a conspicuous place of work the approved list of acts and omissions 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 the Form XXIII of the CL (R&A) Rules 1971 (Appendix-XIV)

8. **ATTENDANCE CARD-CUM-WAGE SLIP**

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

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

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

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

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

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

9. **EMPLOYMENT CARD**

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

10. **SERVICE CERTIFICATE**

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

11. **PRESERVATION OF LABOUR RECORDS**

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

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

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

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

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

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

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

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 employers is not a member of any association of employers, by an officer of association of employer connected with the industry in which the employer is engaged or by any other employer, engaged in the industry in which the employer is engaged.

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

16. **INSPECTION OF BOOKS AND SLIPS**

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

17. **SUBMISSION OF RETURNS**

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

18. **AMENDMENTS**

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

Appendix "I"

Register of Maternity benefits (Clause 19 F)

Name & Address of the Contractor :

Name and location of the work :

Name of the Employee	Father's/ Husbands name	Nature of Employment	Period of Actual employment	Date on which notice of confinement given
1	2	3	4	5

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

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

Appendix "II"

Specimen form of the Register regarding maternity benefit admissible to the Contractor's Labour in Central Public Works Department works

Name & Address of the Contractor :

Name and location of the work :

1. Name of the woman and her husband's name:
2. Designation:
3. Date of appointment:

4. Date with months and years in which she is employed:

5. Date of Discharge/ dismissal if any:

6. Date of production of certificate in respect of pregnancy:

7. Date on which the woman informs about the expected delivery:

8. Date of delivery/ miscarriage/ death:

9. Date of production of certificate in respect of delivery/ miscarriage:

10. Date with the amount of maternity/ death benefit paid in advance of expected delivery:

11. Date with amount of subsequent payment of maternity benefit:

12. Name of the person nominated by the woman to receive the payment of the maternity benefit after her death

13. If the woman dies, the date of her death, the name of the person to whom maternity benefit amount was paid, the month thereof and the date of payment:

14. Signature of the Contractor authenticating the entries in the Register.

15. Remark column for the use of Inspecting Officer.

Appendix "III"

Labour board

Name of Work:

Name of the Contractor:

Address of the Contractor:

Name and Address of CPWD Division:

Name of CPWD Labour Officer:

Address of CPWD Labour Officer:

Name of Labour Enforcement Officer:

Address of the Labour Enforcement Officer:

Sl. No.	Category	Minimum wage fixed	Actual wage paid	Number of person	Remarks

Weekly holiday:

Wage period:

Date of payment of wages:

Working hours:

Rest interval:

Appendix "IV"

Register of Workmen employed by the Contractor

Name and Address of contractor:

Name and address of Establishment under which contract is carried out:

Nature and location of work:

Name and Address of Principal employer:

SCHEDULE

[See rule 2(1)]

FORM A

FORMAT OF EMPLOYEE REGISTER

[Part-A: For all Establishments]

Name of the Establishment----------**Name of Owner**----------**LIN**----------

Sl. No.	Employee Code	Name	Surname	Gender	Father's/Spouse Name	Date of Birth#	Nationality	Education Level	Date of Joining	Designation
1	2	3	4	5	6	7	8	9	10	11

Category Address *(HS/S/SS/US)	Type of Employment	Mobile	UAN	PAN	ESIC IP	LWF	AADHAAR	Bank A/c Number	Bank	Branch (IFSC)	Present Address	Permanent
12	13	14	15	16	17	18	19	20	21	22	23	24

Servie Book No.	Date of Exit	Reason for Exit	Mark of Identification	Photo	Specimen Signature/Thumb Impression	Remarks
25	26	27	28	29	30	31

*(Highly Skilled/Skilled/Semi Skilled/Un Skilled)

#Note: In case the age is between 14 to 18 years, mention the nature of work, daily hours of work and Intervals of rest in the remarks Column.

Appendix "V"

Form X VI [See Rule 78 (2) (a)]
Muster Roll

Name and Address of contractor:

Name and address of Establishment under which contract is carried out:

Nature and location of work:

Name and Address of Principal employer:

For the month of fortnight

S no	Name of workman	Sex	Father/ Husband's name	Dates					Remark
1	2	3	4	5					6
				1	2	3	4	5	

Appendix "VI"

Form – X VII [See Rule 78 (2) (a)]

Register of wages

Name and Address of contractor:

Name and address of Establishment under which contract is carried out:

Nature and location of work:

Name and Address of Principal employer:

Wages period: Monthly/ Fortnightly

FORM B

FORMAT FOR WAGE REGISTER

Rate of Minimum Wages and since the date.....				
	Highly Skilled	Skilled	Semi-Skilled	Un Skilled
Minimum Basic				
DA				
Overtime				

Name of the Establishment_____Name of Owner_____ LIN_____

Wage period From To (Monthly/Fortnightly/Weekly/Daily/Piece Rated)

Sl. No. in Employee register	Name	Rate of Wage	No. of Days worked	Overtime hours worked	Basic	Special Basic	DA	Payments Overtime	HRA	*Others	Total
1	2	3	4	5	6	7	8	9	10	11	12

Deducation								Net Payment	Employer Share PF Welfare Found
PF	ESIC	Society	Income Tax	Insurance	Others	Recoveries	Total		
13	14	15	16	17	18	19	20	21	22

Receipt by Employee/Bank Transaction ID	Date of Payment	Remarks
23	24	25

* In case of Mines Act any Leave Wages paid should be shown in the Others Column and specifically mentioned in the Remarks column also.

FORM C

FORMAT OF REGISTER OF LOAN/ RECOVERIES

Name of Establishment_____LIN_____

Sl. Number In Employee register	Name	Recovery Type (Damage/loss/fine/advance/loans	Particulars	Date of damage/Loss*	Amount
1	2	3	4	5	6

Whether show cause issued*	Explanation heard in presence of*	Number of Instalments	First Month/Year	Last Month/Year	Date of Complete Recovery	Remarks
7	8	9	10	11	12	13

*Applicable only in case of damage/loss/fine

FORM D

FORMAT OF ATTENDANCE REGISTER

Name of Establishment_____Name of Owner_____LIN _____

For the Period From To

Sl. Number in Employee register	Name	Relay# or set work	Place of work* Date 1 2 3 4.....31 IN OUT	Summary No. of Days	Remarks No. of hours	**Signature of Register Keeper
1	2	3	4 5 6 7	8	9	10

#Relay and *Place of Work in case of Mines only (Underground/Opencast/Surface)

In case an employee is not present the following to be entered: (R for Rest/L for Paid Leave/A for absent/O for Weekly Off/C for Establishment Closed)

** Not necessary in case of E Form maintenance.

FORM E

FORMAT OF REGISTER OF REST/LEAVE/LEAVE WAGES UNDER

THE MINES ACT, 1952, THE SALES PROMOTION EMPLOYEES (CONDITIONS OF SERVICE) ACT, 1976 AND THE WORKING JOURNALISTS (CONDITIONS OF SERVICE) AND MISCELLANEOUS PROVISIONS ACT, 1957

Name of Establishments_____ **Name of Owner** _____**LIN**_____

For the Year

Sl. Number in Employees Register	Name	No. of days worked in the Year	Details of Compensatory Rest				
			Opening Balance	Added	Rest Not Allowed	Rest Availed	Closing Balance
1	2	3	4	5	6	7	8

Details of Earned Leave				Details of Medical Leave			
Opening Balance	Added	Leave Availed	Closing Balance	Opening Balance	Added	Leave Availed	Closing Balance
9	10	11	12	13	14	15	16

Details of Other Leave				Remarks
Opening Balance	Added	Leave Availed	Closing Balance	
17	18	19	20	21

Note: The Register for the month of January for the year will show the Leave Opening Balance for the year also and for the month December will show the Closing Balance for the year.

[F. No. Z-20025/27/2016-LRC]

R. K. GUPTA, Jt. Secy.

Note:

(1) The Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Central Rules, 1998 were published in the Gazette of India vide G.S.R. 689(E), dated 19.11.1998 and was lastly amended by G.S.R. 47(E) dated10.06.2015;

(2) The Contract Labour (Regulation and Abolition) Central Rules, 1971 were published in the Gazette of India vide G.S.R. 191, dated 10.02.1971 and was lastly amended by G.S.R. 41(E), dated 21.01.1999;

Appendix "VII" [Obverse]

Wages Card No. .....

Wages Card

Name and Address of the Contractr: ..... Date of Issue:.....

Name and location of work: ..... Designation: .....

Name of workman: ..... Month/ fornight: .....

Rate of wages:

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 Rate

Evening Amt.

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

Appendix "VII" [Reverse]

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

Name and address of the contractor:

Name and Father/ husband's name of workman:

Nature and location of work:

For the week/ Fortnight/ month ending:

1. No. of days worked:
2. No. of units worked in case of piece rate workers:
3. Rate of daily wages/ piece rate:
4. Amount of overtime wages:
5. Gross wages payable:
6. Deduction, if any:
7. Net amount of wages paid:

Initials of the Contractor or his representative

Appendix "VIII"

Form – XIV
[See Rule 76]
Employment Card

Name and Address of contractor:

Name and address of Establishment under which contract is carried out:

Nature and location of work:

Name and Address of Principal employer:

1. Name of the 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. Wage period:
6. Tenure of employment:
7. Remarks:

Signature of contractor

Appendix "IX"

Form – XV
[See Rule 77]
Service Certificate

Name and Address of contractor:
Nature and location of work:
Name and address of workman:
Age or Date of birth:
Identification marks:
Father/ Husband's name:
Name and address of Establishment 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

Appendix "X"

List of Acts and Omissions for which fines can be imposed

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

1. Wilful insubordination or disobedience, whether alone or combination with others
2. Theft, fraud or dishonesty in connection with the contractors beside a business or property of NITK
3. Taking or giving bribes or any illegal gratification
4. Habitual late attendance
5. Drunkenness lighting, riotous or disorderly or indifferent behavior
6. Habitual negligence
7. Smoking near or around the area where combustible or other materials are locked
8. Habitual indiscipline
9. Causing damage to work in the progress or to the property of CPWD or of the contractor
10. Sleeping on duty
11. Malingering or slowing down work
12. Giving of false information regarding name, age, father's name etc
13. Habitual loss of wage cards supplied by the employee
14. Unauthorized use of employer's property of manufacturing or making of unauthorized practices 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 unauthorised divulgence of business affairs of the employees.
19. Collection or canvassing for the collection of money within the premises of an establishment unless authorised by the employer

20. Holding meeting inside the premises without previous sanction of the employers.
21. Threatening or intimidating any workman or employer during the working hours within the premises.

Appendix "XI"

Form – XII
[See Rule 78 (2) (d)]

Register of Fines

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 of Workman	Father/ husband's name	Designation/ nature of employment	Act/ Omission for which fine imposed	Date of offence	Whether workman showed cause against fine	Name of person in whose presence employees explanation was heard	wage period & wages payable	Amount of fine imposed	Date on which fine realised	Remarks
1	2	3	4	5	6	7	8	9	10	11	12

Appendix "XII"

Form – XX
[See Rule 78 (2) (d)]

Register of Deduction of Damage or Loss

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 of Workman	Father/ husband's name	Designation/ nature of employment	Particulars of damage or loss	Date of damage or loss	Whether workman showed cause against deduction	Name of person in whose presence employee's explanation was heard	Amount of deduction imposed	No. of Installments	Date of recovery		Remarks
										1st inst	2nd inst	
1	2	3	4	5	6	7	8	9	10	11	12	13

Appendix "XIII"

Form – XXII
[See Rule 78- (2) (d)]
Register of Advances

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 of Workman	Father/ husband's name	Designation/ nature of employment	Wage period and wages payable	Date and amount of advance given	Purpose(s) for which advance made	No. of installments by which advance to be repaid	Date and amount of each installment repaid	Date on which last installment repaid	Remarks
1	2	3	4	5	6	7	8	9	10	11

Appendix "XIV"

Form – XXIII
[See Rule 78- (2) (d)]
Register of Overtime

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 of Workman	Father/ 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

OPERATIVE SCHEDULES

Schedule A:
Schedule of quantities : Enclosed.

Schedule B:
Schedule of materials to be issued to the contractor
(Enclosed separately) : No materials will be issued from the department.

Schedule C:
Tools and plants to be hired to the contractor : No tools and plants shall be hired from the department

Schedule D:
Extra schedule for specific requirements/ document for the work if any.

Schedule E:
Schedule of component of cement, steel, other materials, labour etc for price escalation.

1`Clause 10 CC:

Component of Civil X m
(Except materials covered under clause 10CA)/
Electrical construction materials
expressed as per cent of total value of work .....%

Component of Labour Y
expressed as per cent of total value of work .....%

Component of POL Z
expressed as per cent of total value of work .....%

Schedule F:

Reference to General Conditions of Contract:

Name of Work : .....

.....

(i) Estimated cost of work : Rs.....

(ii) Earnest money : Rs. .....

(iii) Performance guarantee : 5% of tendered value

(iv) Security Deposit : 2.5% of tendered value

GENERAL RULES AND DIRECTIONS:

Officer inviting tender : : Dy. Director on behalf of NITK, Surathkal

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

Definitions:

2 (v)	Engineer in Charge	: Superintending Engineer of NITK
2 (viii)	Accepting Authority	: Director, NITK, Surathkal
2 (x)	Percentage on cost of materials and labour to cover all overheads and profits	: 15%
2 (xi)	Standard schedule of Rates	: DSR - 2023
2 (xii)	Department	: National Institute of Technology Karnataka, Surathkal
9 (ii)	Standard CPWD contract for	: CPWD form 7/8 as modified and corrected up to ----

Clause 1:

(i) Time allowed for submission of Performance Guarantee from the date of Issue of letter of acceptance. : 7 days.

(ii) Maximum allowable extension beyond the period provided (i) above : 7 days.

Clause 2:

Authority for fixing compensation under Clause 2. : Director/ Dy. Director/ Registrar, NITK, Surathkal

Clause 2A

Whether clause 2A shall be applicable : Applicable for works costing more than `.100 lakh (Est. amount put to tender)

Clause 5:

Number of days from the date of issue of letter of acceptance for reckoning date of start : 15 days or date of handing over the site, whichever is early.

Authority to give fair & reasonable extension of time for Completion of work : Director/ Dy. Director/ Registrar, NITK, Surathkal.

Mile tone(s) as per table given bellow: -

Table of Mile Stone(s)

Sl No.	Description of Milestone (Physical)	Time allowed in days (from date of start)	Amount to be withheld in case of non achievement of mile stone
1.			
2.			
3.			
4.			

OR

Sl No.	Financial Progress	Time allowed in days (from date of start)	Amount to be withheld in case of non-achievement of milestone
1.	1/8th (of the whole work)	1/4th (of the whole work)	In the event of not achieving necessary progress as assessed from the running payments, 1% of the tendered value of work will be withheld for future of each milestone till the progress is made good.
2.	3/8th (of the whole work)	½ (of the whole work)	
3.	3/4th (of the whole work)	3/4th (of the whole work)	
4.	Full	Full	

Time allowed for execution of work : .....moths

Clause 6, 6A

Clause applicable – (6 or 6A) : Clause 6

Clause 7:

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

. : `. .....

Clause 10A

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

1..... 2 ..... 3.....
4. ..... 5 ..... 6 .....

Clause 10B (ii)

Whether Clause 10B (ii) shall be applicable : No.

Clause 10CA

Clause 10CA Materials covered under this clause	Nearest materials (other than cement, reinforcement bars and structural steel) for which All India Wholesale Price Index to be followed	Base price of all the materials covered under clause 10 CA*
1	1	1
2	2	2
3	3	3
4	4	4

- Base price of all the materials covered under clause 10CA is to be mentioned at the time of approval of NIT.

Clause 10CC

Clause 10CC to be applicable in contracts
With stipulated period of completion exceeding
the period shown in next column : 18 months.

Clause 11:

Specification to be followed for execution of work .KPWD; CPWD

Clause 12:

Clause 12.2 & 12.3
Deviation limit beyond which Clause 12.2 & 12.3
shall apply for building work : 30%

Clause 12.5
Deviation limit beyond which Clause 12.2 & 12.3
shall apply for foundation work : 100%

(Note: Deviation limit shall be 30%, 50%, 100% as per OM No. DGW/CON/82, dated 20.04.1995)

Clause 16:

Competent authority for deciding reduced rates : Superintending Engineer.

Clause 18:

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

1..... 2..... 3.....
4..... . 5..... 6.....

Clause 25:

Construction of Dispute Redressal Committee: To be intimated later separately

Clause 36 (i)

Sl No	Min. qualification of Tech. Rep.	Discipline	Designation (Principal Technical/ Technical Rep.	Min. Experience	Number	Rate at which recovery shall be made from the contractor in the event of not fulfilling provision of clause 36(i)	
						Figures	Words
1							
2							
3							
4							

Assistant Engineers retired from Govt. Services that are holding Diploma Will be treated at par with Graduate Engineers.

Minimum qualifications & experience required for Principal Technical representative:

a) **As per Appendix 18 of CPWD Works Manual**

b) Discipline to which the Principal technical representative should belong .... Civil/ Electrical/ Mechanical

c) Minimum experience of works .... 5 years

d) Recovery to be effected from the contractor in the .... `.15,000/ p. m for Graduate

event of not fulfilling provisions of clause 36 (i) .... `.10,000/ p. m for Diploma holder

Clause 42:

i) (a) Schedule / statement for determining theoretical quantity of cement & bitumen on the basis of Delhi Schedule of Rates ..... printed by CPWD

ii) Variation permissible on theoretical quantities.

a) Cement for works with estimated cost put to tender not more than Rs.5.00 lakhs .... 3% plus/ minus
For works with estimated cost put to tender more than Rs.5.00 lakhs .... 2% plus/ minus

b) Bitumen – all works .... 2.5% plus only and nil on minus side

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

d) All other materials .... Nil

Recovery rates for quantities beyond permissible variation

Sl No	Description of item	Rates in figures and words at which recovery shall be made from the contractor	
		Excess beyond permissible variation	Less use beyond the permissible variation
1	Cement		
2	Steel reinforcement		
3	Structural sections		
4	Bitumen issued free		
5	Bitumen issued at stipulated fixed price		

Schedule - B:

1. The contractor has to make his own arrangement to procure the steel and cement required for the work (approved brands only as mentioned below) and get the same tested in the Civil Engineering Department of the Institute/ other approved testing agencies before use on work. The testing charges shall be borne by the contractor himself.

Cement: Cement as approved by the Ministry of Industry, Govet. Of India shall only be used

a) 43 grade OPC conforming to IS: 8112-1989

ACC, Rajashree Birla, UltraTech, Gujarat Ambuja, Vasavadatta, Ramco, Penna, Chettinad [or other approved brands with the prior approval of the Engineer-in-charge].

b) 53 grade OPC conforming to IS:12269-1987

Birla Super, UltraTech , ACC, Ramco [or other approved brands with the prior approval of the Engineer-in-charge]

c) Composite or blended (PPC) IS: 1489-1991 Part-1 (Fly ash based)

ACC Suraksha, UltraTech, Birla Plus. Ramco Super Grade [or other approved brands with the prior approval of the Engineer-in-charge]

Steel:

Thermo mechanically treated bars (TMT bars) manufactured by primary producers such as SAIL/ VIZAG/ TISCO/ IISCO/RINL as approved by the Ministry of Steel, Govt. of India.

Steel from the secondary producers shall not be allowed for this work.

EXCEPTED MATTERS UNDER CLAUSE No. 25 [NOT ARBITRABLE]

Definition of Excepted Matters:

The following matters in which the decision of the Engineer-in-Charge or any other representative of Employer has been stipulated as "Final and binding on the Contractor" are classified as "Excepted Matters" and these items stand excluded from the purview of the Arbitration and shall not be referred for Arbitration.

a)	Clause 2:	Amount of Compensation for delay in execution of work
b)	Clause 3:	Determination of Contract under certain circumstance
c)	Clause 5.4	Period for which extension of time is granted Non-entitlement of contractor for compensation for the Extension period
d)	Clause 6	Accuracy and classification of measurements.
e)	Clause 8 B	Compensation payable by contractor for non-submission of completion plans.
f)	Clause 10	Extension of Time due to delay in supply of stipulated materials by the Employer
g)	Clause 10 B	Advances – Payment and Recovery amounts and installments
h)	Clause 10 cc (iii) 10 cc (viii)	Percentages for various components eligible for Price Variations Laying down procedures for application of Price Variation Clause in case of decrease in the price of materials and / or wages.
i)	Clause 11	Meaning and intent of Specifications and Drawings. Quality of work or material and as to measurements of the works.
j)	Clause 12.1 & 12.7	Extension of time for completion in case of deviations resulting in additional cost. Fixation of Rate for Deviation by way of Extra items, substituted item and deviated quality in BOQ items.
k)	Clause 13	Compensation payable to the contractor for items which cannot be utilized due to foreclosure of work.
l)	Clause 14	Amount recoverable from the contractor in case of cancellation of contract in full or part.
m)	Clause 15 (i)	Suspension of work for such time and in such manner as considered necessary.
n)	Clause 16	rejection or acceptance at reduced rates of work not done as per specifications
o)	Clause 19(B) (iv)	Deduction from contractor's dues for payment to Labour
p)	Clause 19 (G)	Penalty for Non observance of Labour Regulations and Model Rules

q) Clause 19 (J)	Justification and Quantum of amount to be levied from the contractor for delay in handing over vacant possession of the completed work.
r) Clause 32 (i)	Cost recoverable from the contractor for damage etc. to Employer's well or hand pumps.
s) Clause 33	Fixation of Price for return of surplus materials
t) Clause 34 (ii)	Liability of the contractor on Employer's Plant & Machinery given on hire with regard to damages or delay in return.
34(iv)	Period of Breakdown of Plant & Machinery
34(x)	Fixation of hire charges for Plant & Machinery hired based on entry in Log Book
u) Clause 36	Recovery to be effected on Contractor's failure to make available suitable Technical Representative or agent.
v) Clause 38(i)	Reimbursement of levy / taxes levied after receipt of Tenders.
w) Clause 42 (ii)	Recovery from the contractor towards excess / less consumption of materials stipulated for supply by the Employer.
	Theoretical quantities of materials required to be used in non-scheduled items.
x) Clause 43	Compensation during War like situation natural calamities and any act of god.

Special Instructions & additional conditions:

1. Permission for working beyond the normal working hours of the Institute or on Saturdays, Sundays and Public holidays as stipulated by the Institute will be given to the Contractor subject to prior approval from the Institute.
2. The Contractor and his workers/ agents shall be required to obtain from the Institute and display the **Photo Identity Card** during entry, stay and exit from the campus areas guarded by the Security personnel.
3. All applications for **issuance of Photo Identity Cards** shall be routed through the Engineer in charge, who shall forward the same to the concerned department, the Section concerned will issue Photo Identity Card to the Contractor or his authorized agent on payment of necessary fees as prescribed from time to time and the same will be for duration of the Contract or a period of one year, whichever is less.
4. Duties of the Representatives of Engineer in charge are to watch and supervise the works and to test and examine any materials to be used or workmanship employed in connection with the works. He shall have no authority to relieve the Contractor or any of his duties or obligations under the Contract. Any written instructions or approval given by the Representative of Engineer in charge to the Contractor within the terms of the above shall bind the Contractor as though it had been given by the Engineer in charge provided always as follows.
    - Failure of the Representative of Engineer in charge to disapprove any work or materials shall not prejudice the power or the Engineer in charge thereafter to disapprove such works or materials and to order to pulling down, removal or breaking up thereof.
    - If the Contractor shall be dissatisfied by the reason of any decision of the Representative of Engineer in charge, he shall be entitled to refer the matter to the Engineer in charge who shall thereupon confirm, reverse or vary such decision.
5. Subject to the availability land for the **construction of temporary site office,** stores, rest room etc. will be given to the Contractor in the Campus area. The Contractor shall clear away all the temporary structures built within fourteen days after completion of the work and leave the whole of the site clean to the satisfaction of the Engineer in charge. In case the Contractor fails to vacate the premises, Institute shall have the right to debar such defaulting Contractors for future Contracts of the Institute by black-listing him and shall also be charged penal lease rental at the prescribed rates.
6. ~~**License fee** shall charged to the Contractors for the area allotted for construction of their temporary sheds for the site office, store etc. required in connection with the contract work. The license fee shall be fixed by the Institute.**(Not applicable)**~~
7. No temporary structures, sheds which are constructed during the execution of Contract shall be permitted to be retained during the period of maintenance (defects liability period).
8. No labour hutments shall be erected within campus area and no labourers are allowed to stay within campus area after the working hours other than contractors watchmen kept for safeguarding his materials, subject to prior approval from the Institute.
9. Quantities of items in the Schedule of Quantities are indicative only and Contractors claims shall be limited to actual measured quantities only. Since the actual quantity at site may vary to any extent, the rate quoted must be reasonable and should be based on market survey.
10. No materials will be supplied by the Institute and all the materials used in the structure shall be conforming to relevant ISI specification or as specified in the Tender Schedule or as directed.
11. Contractor shall undertake such laboratory test as specified in the relevant ISI at the Institutes testing lab or any other approved testing lab at the discretion of Director and only approved materials/ approved brand of materials shall be used. All the tests shall be carried out at the expense of Contractor. Various **test Reports** in original shall be made available to the Engineer in charge as and when the tests are carried out. Test samples shall be selected by the Representative of Engineer in charge only.
12 The expression **the Period of Maintenance** shall mean the Period of Maintenance named in the Tender calculated from the date of completion of the works certified by the Engineer in charge in accordance with the relevant clause.
    - To the intent that the works shall or as soon as practicable after the expiration of the period of maintenance be delivered up to the Institute in as good and perfect condition(fair wear and tear expected) to the satisfaction of the Engineer in charge as that in which they were at the commencement of the period of maintenance, the Contractor shall execute all such work of repairs, amendments, reconstructions, rectification and making good of defects, imperfections, shrinkages

or other faults as may be required the contractor in writing by the Engineer in charge during the Period of Maintenance or within 14 days after its expiration as a result of an inspection made by or on behalf of the Engineer in charge prior to its expiration.

- All such work shall be carried out by the Contractor at his own expenses, if the necessity thereof shall in the opinion of the Engineer in charge be due to the use of materials or workmanship not in accordance with the Contract or to or failure on the part of the Contractor to comply with any obligation expressed or implied on the Contractors part under the Contract, even though the work may have been previously passed or even if the Contractors attention had not been drawn to the unsatisfactory nature thereof. If in the opinion of the Engineer in charge such necessity shall be due to any other cause the value of such work shall be ascertained and paid for as if it were additional work.
- If the Contractor fails to do any such work as aforesaid required by the Engineer in charge, the Institute shall be entitled to carry out such work by their own workmen or by other Contractors and if such work is work which the Contractor should have carried out at the Contractors own cost shall be entitled to recover from the Contractor the cost thereof or may deduct the same from any monies due or that become due to the Contractor.

13 (a) **Engineer in charge** shall during the progress of the works have **power** to order in writing from time to time.

- The removal from the site within such times as may be specified in the order or any materials which in the opinion of the Engineer in charge are not in accordance with the Contract.
- The substitution of proper and suitable materials
- The removal and proper re-examination (notwithstanding any previous test or interim payment therefore) or any work which in respect of materials or workmanship is not in the opinion of the Engineer in charge are not accordance with the Contract.

(b) In case of default on the part of Contractor in carrying out such order the Engineer in charge shall be entitled to employ and pay other persons to carry out the same and all expenses consequent thereon or incidental thereto shall be borne by the Contractor and shall be recoverable from him by the Institute or may be deducted by the Institute from any monies due of may become due to the Contractor.

14 (a) **Special Risks:** Not withstanding anything in the Contract contained, the Contractor shall be under no liability whatsoever whether by way of indemnity or otherwise for or in respect of destruction of or damage to the works (save to work condemned under the provisions clause 13 above hereof prior to the occurrence of any risk hereinafter mentioned) or Temporary Works or to property whether of the Institute or third parties or for in respect of injury or loss of life which is the consequence whether direct or indirect of war hostilities (Whether to be declared or not) invasion act or foreign enemies rebellion, revolution, insurrection or military or usurped power, civil war or (otherwise than among the Contractors own employees) riot, commotion or disorder and other kinds of risks as specified in sub clause 15 (hereinafter comprehensively referred as "the said Special Risks") and the Institute shall indemnify and save harmless the Contractor against and from the same and against and from all claims, demands, proceedings, damages, costs, charges and expenses whatsoever arising there out or in connection therewith and shall compensate the contractor for any loss of or damage to property of the Contractor used or intended to be used for the purpose of the works (including in transit to the Site) and occasioned either directly or indirectly by said Special Risks.

(b) If the works of temporary works or any materials (whether for the former or latter) on or near or in transit to the site shall sustain destruction or damage by reason of any of the said Special Risks the Contractor shall nevertheless be entitled to payment for any permanent work and for any materials so destroyed or damaged and the Contractor shall be entitled to be paid by the Institutes the cost of making good any such destruction or damage whether to the work or to the Temporary works and of replacing or making good such materials so far as may be required by the Engineer in charge or as may be necessary for the completion of the works.

(c) Destruction, damages, injury or loss of life caused by the explosion or impact whenever and wherever occurring of any mine, bomb shell, grenade or projectile missile, ammunition or explosive of war shall be deemed to be consequence of said Special Risks.

(d) If during the currency of the Contract there shall be an outbreak of war (whether war is declared or not) in any part of the world which whether financially or otherwise materially affects the execution of the works, the Contractor shall unless and until the Contract is terminated under the provision of this clause contained use his best endeavours to complete the execution of the works provided always that the Institute shall be entitled

at any time after such outbreak of war to terminate this Contract shall (save as to the rights of the parties under this clause and to the operation of clause 25 of General Rules and Directions) terminate but without prejudice to the rights of either party in respect of any antecedents breach thereof.

(e) If the Contract shall be terminated under the provisions of the last proceeding sub clause, the Contractor shall with all reasonable dispatch remove from the site all constructional plant and shall give similar facilities to his sub-contractors to do so.

(f) If the Contract shall be terminated as aforesaid the Contractor shall be paid by the Institute (in so far as such amounts or items shall not have already been covered by payments on accounts made to the contractor) for all work executed prior to the date of termination at the rates and prices provided in the contract and in addition-

I. The amounts payable in respect of any preliminary items so far as the work or service comprised therein has been carried out of performed and a proper proportions as considered by the Engineer in charge or any such items the works or service comprised in which has been partially carried out or performed.

II. The cost of materials or goods ordered for the works or temporary works which shall have been delivered to the Contractor or of which the Contractor is legally liable to accept delivery (such materials or goods becoming the property of the Institute upon such payment being made by him).

III. A sum to be considered by the Engineer in charge being the amount of any expenditure reasonably incurred by the Contractor in the expectation of completing whole of the works in so far as such expenditure shall not have been covered by the payments in this sub-clause before mentioned.

IV. Any additional sum payable under the provisions of sub –clause (I) and (II) of this clause.

V. The reasonable cost of removable sub-clause (d) of this clause and (if required by the Contractor) return thereof to the Contractors main plant yard in this country of registration or to any other destination at no greater cost.

VI. The reasonable cost of repatriation of all the Contractor's staff and workmen employed on or in connection with the works at the time of termination.

Provided always that against any payments due from the Institute under this sub-clause the Institute shall be entitled to be credited with any outstanding balances due from the Contractor for advance in respect of plant and materials and any sum previously paid by the Institute to the Contractor in respect of the execution of the works.

15 (a) From the commencement to the completion of the works the Contractor shall take full responsibility for the care thereof and of all Temporary works and in case any damage, loss or injury shall happen to the Works or to any part thereof or to any Temporary works from any cause whatsoever (save and except the expected risks as defined in sub-clause (b) of this clause) shall at his own cost repair and make good the same so that at completion the works shall be in good order and condition and in conformity in every respect with the requirement of the Contract and the Engineer in charges instructions. In the event of any such damage, loss or injury happening from any of the expected risks the Contractor shall if and to the extent required by the Engineer in charge and subject to always to the provisions of the clause 14 hereof repair and make good the same as aforesaid at the cost of the Institute. The Contractor shall also be liable for any damage to the works occasioned by him in the course of any operations carried out by him for the purpose of complying with his obligations under clause 12 hereof.

(b) The **"expected risks"** are war hostilities (whether the war is declared or not) invasion act of foreign enemies, rebellions, insurrection or military or usurped power, civil war or a cause proved to be solely due to the Departmental design of works (all of which are herein collectively referred to as "expected risks").

16 (a) Without limiting his obligations and responsibilities under clause 15 hereof the **Contractor shall insure, at his cost,** in joint names of the Institute and the Contractor against all loss or damage from whatsoever cause arising (other than expected risks) for which he is responsible under the terms of Contract and in such manner that the Institute and Contractor are covered during the period of construction of the works and are also covered during the period of maintenance for to the loss or damage arising from cause occurring prior to the commencement of the period of maintenance and for any loss or damage occasioned by the Contractor in the course of any operations carried out by him for the purpose of complying his obligations under clause 12 hereof:-

I. The Works and Temporary Works to the full value of such works executed from time to time.
II. The materials, constructional plant and other things brought on to the site by the Contractor to the full value of such materials, Constructional plant and other things.

(b) Such insurance shall be effected with an insurer and in terms approved by the Institute and the Contractor shall whenever required produce to the Engineer in charge or his representative the Policy or Policies of Insurance and the receipts for the payment of the current premium provided always that without limiting his obligations and responsibilities as aforesaid noting in the clause contained shall render the Contractor liable to insure against the necessity for repair or reconstruction of any work constructed with material or workmanship not accordance with the requirement of the Contract.

(c) Before commencing the execution of the Works the contractor (but without limiting his obligations and responsibilities under clause 17 hereof) shall insure against any damage, loss of injury which may occur to any property (including that of Institute) or to any person (including any employee of the Institute) by or arising of the execution of the Works or Temporary works or in the carrying out of the contract otherwise than due to the matters referred to in the provision to clause 17 hereof.

(d) Such insurance shall be effected with an insurer and in terms approved by the Institute and for at least the amount stated in the Tender and the Contractor shall whenever required produce to Engineer in charge or his representative the Policy or Policies of insurance and receipts for payment of the current premium.

(e) The Contractor shall insure against accident, injury etc. to workmen with an insurer approved by the Institutes and shall continue such insurance during the whole of the time that any persons are employed by him on the works and shall when required produce to the Engineer in charge or his Representative such policy of insurance and receipt for payment of current premium. Provided always that in respect of any persons employed by any sub-contractor, the Contractor's obligation to insure as aforesaid shall be satisfied if the Sub-contractor shall have insured against the liability in respect of such persons in such manner that the Institute is indemnified under the policy but the Contractor shall require such Sub-contractor to produce to the Engineer in charge or his representative when required such policy of insurance and receipt for payment of the current premium.

(f) If the Contractor shall fail to effect and keep in force the insurance referred to in the above mentioned clauses hereof or any other insurance which he may be required to effect under the terms of the Contract then and any such case the Institute may effect and keep in force any such insurance and pay such premium or premia as may be necessary for that purpose and from time to time deduct the amount so paid by the Institute with interest as aforesaid from any monies due or which may become due to the Contractor or recover the same as debt due from the Contractor.

(g) **Minimum amount of third party insurance shall be 5% of the Tendered amount**.

17 (a) **Contractor** shall (except if and so far as the specification provides otherwise**) indemnify** and **keep indemnified** the Institute against all losses and claims for injuries or damage to any person or any property whatsoever (other than surface or other damage to land being or garden being on the site suffered by tenants or occupiers) which may arise out of or in consequence of the construction and maintenance of the works and all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto, provided always that nothing herein contained shall be deemed to render that Contractor liable for or in respect of or to indemnify the Institute against any compensation or damages for or with respect to-

I. The permanent use or occupation of land by the works or any part thereof or (save as hereinafter provided) surface or any other damages.
II. Right of the Institute to construct the works or any part thereof on over under in or through any land.
III. Interference whether temporary or permanent with any right of light, airway or water or other easement or quasi-easement which is unavoidable result of the construction of the works in accordance with the Contract.
IV. Injuries or damage to persons or property resulting from any act or neglect done or committed during the currency of the Contract by the Institute, his agents, servants or other Contractors (not being employed by the Contractor) or for or in respect of any claims, demands, proceedings, damages, costs charges and expenses in respect thereof or in relation there to. Providing further

that for the purposes of this clause the expression "the site" shall deemed to be limited to the area defined in the specifications or shown on the drawings in which land and crops/ landscaping/ gardens will be disturbed or damaged as an inevitable consequence of the carrying out of the works

(b) The Institute will save harmless and indemnify the Contractor from and against all claims, demands, proceedings, damages, costs, charges and expenses in respect of the matter referred to in the proviso to sub-clause (a) of this clause.

18 All the clauses/ conditions/ instructions are part of the Contract and any breach thereof shall be deemed as breach of Contract.

19 If the rate/ rates quoted by the Contractor are differs for the same similar item in the various parts of the same Contract in the Schedule of Quantities and Rates, only lowest rate shall be considered for computing amount due to him.

20 In case Consulting Engineer for the work is being appointed by the National Institute of Technology Karnataka, Surathkal, they will superintend the work and Contractor shall carry out all the instructions/ directions. Such direction/ instructions must have the endorsement from the Engineer in charge.

21 If the water used from outside source, it must be tested for salinity and other tests as directed by the Engineer in charge. Impurities in the water to be used must be within permissible limit. In default, work is carried out with untested water, all such works requires to be removed if the water found unfit for construction at latter stage at his own cost. Contractor will not be allowed to drill bore well or open well within campus premises.

22 All specification of works shall be as per Karnataka Building Specification (KBS) unless and otherwise specified in the Tender schedule or elsewhere specified in the Tender Documents. In case of any ambiguity Directors decision shall be final and binding on the Contractor.

23 The **period of maintenance, guarantee period** etc. mentioned in the Tender documents are applicable to the general items of the work and not for items of work like waterproofing treatment of roof, water tank, septic tank, toilet pit in RC slab, lifts, cables, electrical fixtures, electrical motor, pumps etc. for which different Guarantee Periods are stipulated. The Contractor has to enter an appropriate agreement that during the Guarantee period of the waterproofing treatment, he will rectify/ make good any defects observed in the water-proofing treatment at his cost. The Contractor should get the work of waterproofing done by the recognized firm and shall issue a guarantee certificate to the Institute in consultation with the manufacturer of water proofing compound for minimum period of ten years for satisfactory performance of the treatment. All the specialized items such as Electrical installation, fixtures, motor, pump, GRP sandwiched doors, anti-termite treatment shall entrusted to specialized agencies who shall give a specific guarantees that they shall be responsible for rectifying the defects or full replacement of items in the works executed by them with in guarantee period. However, such guarantee shall not relieve the responsibility of the Contractor and shall remain liable for the fulfilment of his obligation under the Contract.

24 Before submission of final bill, it is the responsibility of the Contractor to prepare and submit to the Institute **as built drawings** part wise as per Tender Schedule of entire work.

25 In view of general **safety of public and of employees**, the entire area should be properly barricaded and at night should be illuminated. If directed, necessary warning boards shall be erected in the vicinity.

26 These Special Instructions, Additional Instructions shall prevail over similar clauses mentioned elsewhere. The several Documents forming the Contract are to be taken as mutually explanatory of one another. In case of conflict in interpretation of Contract Documents, the following of precedence shall prevail.

a. Tender /Contract conditions, Special conditions, Additional conditions,
b. With regard to overall scope of work the order of priority of documents for interpretation is Agreement, Letter of Acceptance/ Letter of Intent, Tender Documents, Tenderer's Offer.
c. With regard to the conditions of the contract, the order of priority of Tender Documents for interpretation is Tender Form, Definition & Interpretation, Special Instructions, General Additional Instructions, and Tender Conditions of NITK / CPWD latest edition with all amendments. Electrical Installation Specifications, Instructions – Electrical Works.
d. With regard to description of work the order of priority is in the following order – Schedule of Quantities, Drawings, Specifications (KPWD), Specifications (CPWD), Specifications (BIS)
e. In case of drawings, written dimensions shall prevail over scaled dimensions. Enlarged details and detailed drawing shall prevail over General plan, Sections, elevations etc.

f. In case of any **ambiguity**/ obscurity in the interpretation of clauses/ conditions/ specifications/ drawings etc. decision of the Director, NITK is final and binding.

g. Any apparent errors or **omission in drawings** or specifications or instruction issued by the representative of Engineer in charge shall be brought to the notice of the Engineer in charge as the documents have been made available to him. The Engineer in charge shall correct such errors or omissions. The Contractor shall neither be eligible for any additional cost, extension of time etc. on this account nor shall he be permitted to take advantage thereof.

27 Contractor shall give a list of Faculties/ ministerial/ Technical staff who are 'near relatives' to him.

28 Contractor shall not sell **surplus excavated earth** or dispose of or remove, but shall be used for filling low lying area within the campus premises.

29 All fossils, coins, articles of value or antiquity and structure and other remains or things of geological or archaeological interest discovered on the site of the works shall be deemed to be the absolute property of the Institute; and the Contractor shall take reasonable precautions to prevent his workmen or any other person from removing or damaging any such article or thing and shall immediately upon discovery thereof.

30 Contractor shall make his **own arrangement for Electricity** required for the and nothing extra will be paid for the same. The contractor will not be allowed to put up any tapping point for power from the Employer's power source.

(a) Distribution arrangements shall be done by the Contractor at his cost as per approved layout. He shall provide required clearance for overhead lines to facilitate easy movements of machinery. These overhead lines shall be shifted and rerouted at Contractor's cost during execution of work if the same are found to obstruct any other work of any agency working at site or requires to be shifted due to unforeseen reasons.

(b) On completion of the work, the Contractor shall, to the satisfaction of the Engineer in charge, remove all wiring installed by him and make good, disturbance or damage is done.

(c) The Contractor shall employ a certified and licenced Electrician for carrying out his works.

(d) All temporary and permanent electrical installations, power distribution and supply required for execution of work shall be carried out conforming to existing industrial and domestic safety rules and regulations. Important specific points to be noted are as under. (e) Meter room and main switches should be freely accessible at all times and fully protected against all weather conditions.

(f) Power distribution system shall be identifiable with display marking on switches.

(g) All power distribution shall be carried out with coated, adequately insulated and appropriate current/ load rating cables. It shall be securely routed for this purpose. No loose, naked, hanging wires shall be permitted.

(h) Overload protection devices shall be installed whenever and wherever heavy current/ load consuming construction plant or machinery susceptible to hazard is in use and as directed by Engineer in charge.

(i) Metallic plugs and sockets shall be used in field work. Switch board shall be in close proximity so as to have quick control over supply.

(j) Proper and adequate earthing connection should be provided for all installations, plant and machinery and distribution system.

(k) Hand lamps and inspection lamps shall be adequately insulated and guarded with wire mesh and proper plugs for use.

(l) Security and illuminator light shall be secured firmly and protected to with stand weather condition.

31 All scaffolds, ladders and other **safety devices** mentioned or described herein shall be maintained in a safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use.

32 All necessary personal **safety equipment** as considered adequate by the Engineer shall be available for use of persons employed on the site and maintained in a condition suitable for immediate use and the contractor shall take adequate steps to ensure proper use of equipment by those concerned.

(a) Workers employed on mixing asphaltic materials, cement and lime mortars/ concrete shall be provided with protective footwear and protective gloves.

(b) Those engaged in handling any materials which are injurious to eyes shall be provided with protective goggles.

(c) Workers employed on erection works etc. shall be provided with helmets, safety belts etc.

(d) Workers employed on concrete finishing, welding, painting and other works above 2metres height shall be provided with a suitable safety belt, as per the factory rules of the locality.

33 The contractor shall take approval from the Superintending Engineer of the employer for storing the lubricants, oil, and fuel at site for running the machinery required for construction and also obtaining statuary permission from concerned authorities to store such combustibles if required.

34 Suitable, sufficient **fire extinguishers** for all types of fire shall be provided at the work site. In addition, sufficient number of fire buckets filled with water and sand shall also be provided. The firefighting equipment as outlined above shall be located in purposeful manner at various possible fire hazards places within the site.

35 Contractor shall limit all his activities within the area earmarked for the purpose. He shall **maintain ecological balance** by preventing deforestation, water pollution and defacing of natural landscape. He shall carry out his activities as prevent any avoidable destruction or defacing of natural surroundings in the vicinity of work.

36 Period of mobilization shall be 7 days counting from the stipulated date of start of work as mentioned in Letter of Acceptance/ work order. Following activities shall be carried out within this period. He shall submit to the Engineer within 4days of stipulated date of start, the proposed layout of locating offices, stores, godowns, yards, electric network etc. for approval of Engineer in charge. Minimum following shall be completed within the mobilization period of 7days or such extended period as approved by the Engineer in charge.

- Site office of the Contractor.
- Line out including establishing of grid line levels and its approval from the Engineer.
- Submitting list of proposed specialized works as may be required for approval of the Engineer in charge.
- Taping electric and water connections.
- One cement godown and steel yard.
- Obtaining insurance policies as per Contract.
- Obtaining labour licence as required.
- Obtaining approval of local authorities and complying with any statuary requirements prior to actual start of work.
- Establishing water and electric network within site.
- Submitting detailed construction program and getting its approval from Engineer in charge.

37 The Contractor will attend the **Site meetings** a fixed by the Engineer in charge from time to time discuss all issues relating to the works in general and progress and regarding quality control.

38 **A site order book** shall be kept at the site of the work in safe custody and made it available as when required and should not be tampered with. As far as possible, all orders regarding the works are to be entered in this book. All entries therein shall be signed by the Engineer in charge or his representative and the Contractor or his representative. In important cases, the Engineer in charge will counter sign the entries, which have been made. The site order book shall not be removed the work site except with the written permission of the Engineer in charge and the Contractor or his representative shall bound to take note of all instructions and directions meant for the Contractor as entered in the site order book without having to be called on separately to note them. The Contractor shall do compliance of the noting in site order book within three days of noting. In case of failures to do so, the corresponding work shall be stopped and work already done shall not be accepted.

39 It is for the Contractor to provide the **safe and guarded access** for Engineer in charge as detailed in the safety code for the inspection of works, the Contractor shall arrange at his cost required ladders, scaffolding materials, steel measuring tapes, plumb levels, Theodolite or any other instruments required by the Engineer in charge for his use at site. 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 the Contractor shall extend every facility for and every assistance in or obtaining the right to such access.

40 No works shall be covered up or put out of view without the approval of the Engineer in charge and the Contractor shall afford full opportunity for the Engineer in charge to **examine and measure any Work** which is about to be covered up or put out of view and to examine foundations before permanent work is placed thereon. The Contractor shall give due notice to the Engineer whenever any such works or foundations is or are ready or about to be ready for examination and the Engineer shall, without unreasonable delay, unless he considers it unnecessary and advices the Contractor accordingly, attend for the purpose of examining and measuring such work or of examining such foundations.

41 Contractor shall uncover any part or parts of the Works or make openings in or through the same as the Engineer may from time to time direct and shall reinstate and make good such part or parts to the satisfaction or the Engineer. If any such part or parts have been covered up or put out of views after compliance with the requirement as above said and are found to be executed in accordance with the Contract, the expenses of uncovering, making openings in or through, reinstating and making good the same shall be borne by the Employer, but in any other case all costs shall be borne by the Contractor.

42 The **Employer** may decide to conduct **quality audit** at regular intervals on the works done by the contractor by way of Rebound hammer tests, USPV etc. The Contractor will be required to provide logistic supports for such activities by way of arranging approaches, ladders, scaffoldings, manpower etc. to the Employer for conducting such audits, without extra costs.

43 All **approvals** required in execution of this work from the **local authorities/ state authorities** have to be obtained by the Contractor before commencement of work. NITK will assist in writing letters to the bodies for getting approvals. All expenditure except statutory fees will have to borne by the Contractor in getting approval. (**Explanation** – Contract under consideration or modified Contract by adding extra or substituted item(s) which calls for statutory approval from concerned authority(s) such as Fire & Emergency Services, Electrical Inspectorate to the Government (Central and State as the case may be), thereupon it is the sole responsibility or concerned executing agency to obtain statutory approval.

44 The contractor shall deposit royalty and obtain necessary permit for supply of minor minerals and building materials, red bajri, stone, kankar, etc. from local authorities/ Department of Mines and Geology and produce the documents/ Mineral Dispatch Permits (MDPs) in this regard. However, the contractor shall also purchase minor minerals and building materials required for the work from private sources like quarry lease holders or private quarry owners **licensed under KMMC Rules 1994** duly remitting royalty charges and produce the documents/ MDPs in this regard. Failing to this, recovery towards royalty charges will be made at the **tariff and penalty at five times the tariff** fixed by the Government.

45 Labour Cess is applicable to this Contract as per Labour Act is in force. Cess will be collected from the gross amount of each Running Bills at the prevailing rate as prescribed in the relevant Labour Act in force. **Present cess rate is 1%.**

46 A reference made to Indian Standard Specification in the Tender Document, shall imply reference to latest version of that Standard, including such revision/ amendments as may be issued during the currency of contract and corresponding clause/s therein shall valid in place of referred to.

47 The work shall be carried out duly adhering to the provisions of 'Construction and Demolition Waste Management Rules, 2016' and 'Hazardous and Other Wastes (Management and Transboundary Movement) Rules, 2016' notified by the Ministry of Environment, Forest and Climate Change, Govt. of India under "Environment (Protection) Act, 1986".

Special conditions regarding contractor's obligations under Employees' Provident Fund (EPF) and Employees' State Insurance (ESI) Acts.

The contractor must comply with all his obligations under EPF and ESI Acts and Rules. The contractor shall indemnify the Institute of any recovery against non- compliance with the EPF and ESI Acts and Rules.

Indemnity by the contractor:

"I/ We hereby indemnify the National Institute of Technology Karnataka, Surathkal (represented by its Dy. Director) that in case of any notice served by the EPF and/ or ESI authorities to the Institute towards recovery of EPF and/ or ESI due from me/ us in connection with this contract, I/ we agree that the Institute is free to recover such many as decided by the Institute from my bills or any money due to me from the Institute".

In case, notice is received by the Institute for non-compliance and/ or non-payment of EPF and / or ESI contribution from the contractor, the same shall be deducted from any money due to the contractor.

Seal and signature of the contractor.

Special conditions regarding contractor's obligations under Karnataka Minor Mineral Concession Rules, 1994 [KMMCR, 1994] regarding purchasing minor minerals from the licensed agencies.

The contractor shall deposit royalty and obtain necessary permit for supply of minor minerals and building materials, red bajri, stone, kankar, etc. from local authorities/ Department of Mines and Geology and produce the documents/ Mineral Dispatch Permits (MDPs) in this regard. However, the contractor shall also purchase minor minerals and building materials required for the work from private sources like quarry lease holders or private quarry owners **licensed under KMMC Rules 1994** duly remitting royalty charges and produce the documents/ MDPs in this regard.

Failing to this, recovery towards royalty charges will be made at the **tariff fixed by the Government and penalty at five times the tariff**.

Seal and signature of the contractor.

Schedule A: Bill of Quantities (BoQ)

Name of Work: "Providing and fixing chain link fencing along the Kho-Kho court in NITK."
(Bid to be quoted only on e-Procurement portal -Tenders received on Offline mode will not be entertained).

Item No.	Specification of item to be carried out	Estimated quantity	Unit of measurement
-1-	-2-	-3-	-4-
1	Demolishing brick work manually/ by mechanical means including stacking of serviceable material and disposal of unserviceable material within 50 metres lead as per direction of Engineer-in-charge. In cement mortar	15.50	Cubic Meter
2	Earth work in excavation by mechanical means (Hydraulic excavator) / manual means in foundation trenches or drains (not exceeding 1.5 m in width or 10 sqm on plan), including dressing of sides and ramming of bottoms, for all lift, including getting out the excavated soil and disposal of surplus excavated soil as directed, within a lead of 50 m. All kinds of soil.	77.49	Cubic Meter
3	Providing and laying in position cement concrete of specified grade excluding the cost of centering and shuttering - All work up to plinth level 1:2:4 (1 cement : 2 coarse sand (zone-III) derived from natural sources : 4 graded stone aggregate 20 mm nominal size derived from natural sources)	10.33	Cubic Meter
4	Providing and laying in position ready mixed or site batched design mix cement concrete for plain cement concrete work; using coarse aggregate and fine aggregate derived from natural sources, Portland Pozzolana/ Ordinary Portland /Portland Slag cement, admixtures in recommended proportions as per IS: 9103 to accelerate / retard setting of concrete, to improve durability and workability without impairing strength; including pumping of concrete to site of laying, curing, carriage for all leads; but excluding the cost of centering, shuttering and finishing as per direction of the engineer-in-charge; for the following grades of concrete. Note: Extra cement up to 10% of the minimum specified cement content in design mix shall be payable separately. In case the cement content in design mix is more than 110% of the minimum specified cement content, the contractor shall have discretion to either re-design the mix or bear the cost of extra cement. All works upto plinth level Concrete of M25 grade with minimum cement content of 300 kg /cum	8.16	Cubic Meter
5	Providing and laying cement concrete in retaining walls, return walls, walls (any thickness) including attached pilasters, columns, piers, abutments, pillars, posts, struts, buttresses, string or lacing courses, parapets, coping, bed blocks, anchor blocks, plain window sills, fillets, sunken floor etc., up to floor five level, excluding the cost of centering, shuttering and finishing 1:2:4 (1 Cement : 2 coarse sand (zone-III)	1.56	Cubic Meter

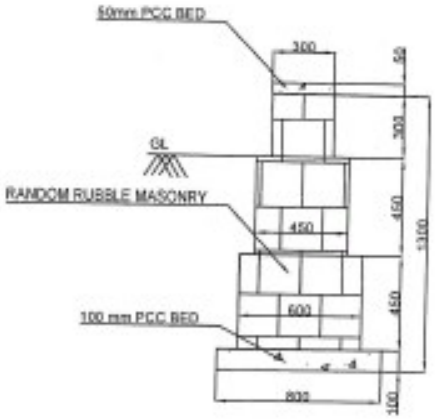
	derived from natural sources : 4 graded stone aggregate 20 mm nominal size derived from natural sources)		
6	Centering and shuttering including strutting, propping etc. and removal of form work for Foundations, footings, bases for columns	72.58	Square Meter
7	Random rubble masonry with hard stone in foundation and plinth including levelling up with cement concrete 1:6:12 (1 cement : 6 coarse sand : 12 graded stone aggregate 20 mm nominal size) upto plinth level with : Cement mortar 1:6 (1 cement : 6 coarse sand)	38.63	Cubic Meter
8	Coursed rubble masonry (first sort) with hard stone in foundation and plinth with Cement mortar 1:6 (1 cement : 6 coarse sand)	6.98	Cubic Meter
9	Pointing on stone work with cement mortar 1:3 (1 cement : 3 fine sand) Flush/ Ruled pointing	46.53	Square Meter
10	Filling available excavated earth (excluding rock) in trenches, plinth, sides of foundations etc. in layers not exceeding 20cm in depth, consolidating each deposited layer by ramming and watering, lead up to 50 and for all lift.	24.31	Cubic Meter
11	Providing and laying Autoclaved Aerated concrete(AAC) blocks masonry with 150 mm to 300 mm thick with Grade-1 AAC blocks of density 551 to 650 kg/cum conforming to IS:2185 (Part 3) in super structure above plinth level up to floor V level with RCC band at sill level and lintel level with approved block laying polymer modified adhesive mortar all complete as per direction of Engineer-in-Charge. (The payment of RCC band and reinforcement shall be made for seperately).	16.07	Cubic Meter
12	Cement Plaster in two coats 18 mm cement plaster in two coats under layer 12 mm thick cement plaster 1:5 (1 cement : 5 coarse sand) finished with a top layer 6 mm thick cement plaster 1:6 (1 cement : 6 fine sand).	56.86	Square Meter
13	Removing white or colour wash by scrapping and sand papering and preparing the surface smooth including necessary repairs to scratches etc. complete	66.08	Square Meter
14	Finishing walls with Premium Acrylic Smooth exterior paint with Silicone additives of required shade New work (Two or more coats applied @ 1.43 ltr/10 sqm over and including priming coat of exterior primer applied @ 0.90 litre/10 sqm)	111.81	Square Meter
15	Structural steel work riveted, bolted or welded in built up sections, trusses and framed work, including cutting, hoisting, fixing in position and applying a priming coat of approved steel primer all complete.	2874.86	Kilo Gram
16	Providing and fixing G.I. chain link fabric fencing of required width in mesh size 50x50 mm including strengthening with 2 mm dia wire or nuts, bolts and washers as required complete as per the direction of Engineer-incharge. Made of G.I. wire of dia. 4 mm, PVC coated to achieve outer dia not less than 5 mm in required colour and shade	290.59	Square Meter

17	**Finishing with Epoxy paint (two or more coats) at all locations prepared and applied as per manufacturer's specifications including appropriate priming coat, preparation of surface, etc. complete. On steel work**	**168.15**	**Square Meter**

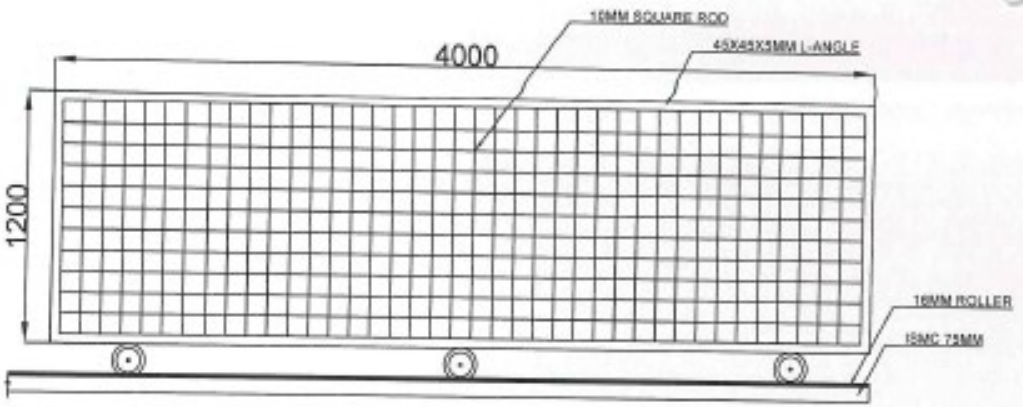
Declaration by the contractor:

1. I/ we hereby declare that **the rates quoted are inclusive of labour cess, Octroy on materials, Royalty charges on minor minerals and building materials, EPF and ESI contributions, all other cess/tax on men and/or materials etc** as per the orders of the Government (State and/ or Central) in force, water and electricity arrangement required for the work, profit and overheads, all lead and lift charges.

2. I/we hereby declare that I /we have quoted rate for all the items in the PRICE SCHEDULE [Schedule –A (Bill of quantities)] while submitting e-tender. If rate is not quoted for any of the item(s) for whatever the reason, **the same shall be executed by me/ us at zero cost.**



RR MASONRY SECTION



SLIDING GATE

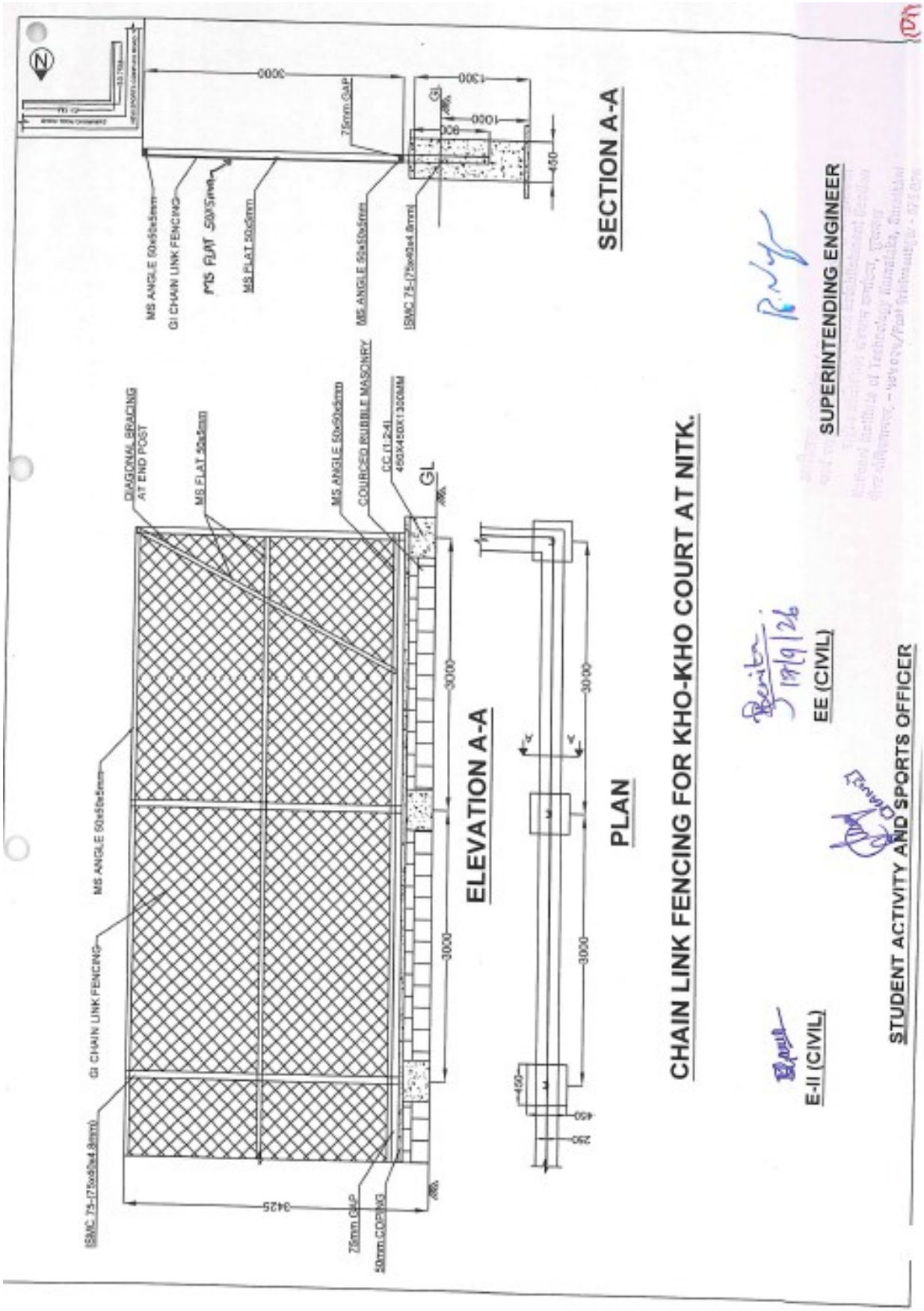
CHAIN LINK FENCING FOR KHO-KHO COURT AT NITK.

E-II (CIVIL)

EE (CIVIL)

SUPERINTENDING ENGINEER

STUDENT ACTIVITY AND SPORTS OFFICER


SECTION A-A
MS ANGLE 50x50x5mm
GI CHAIN LINK FENCING
MS FLAT 50X5mm
MS FLAT 50x5mm
MS ANGLE 50x50x5mm
ISMC 75-(75x40x4.8mm)
75mm GAP
3000
1300
1000
80
450
GL
DIAGONAL BRACING AT END POST
MS FLAT 50x5mm
MS ANGLE 50x50x5mm
COURSED RUBBLE MASONRY
CC (1:2:4) 450X450X1350MM
ELEVATION A-A
PLAN
CHAIN LINK FENCING FOR KHO-KHO COURT AT NITK.
SUPERINTENDING ENGINEER
EE (CIVIL)
E-II (CIVIL)
STUDENT ACTIVITY AND SPORTS OFFICER