



सत्यमेव जयते

Government of India

Department of Atomic Energy

Indira Gandhi Centre for Atomic Research

MATERIALS CHEMISTRY AND METAL FUEL CYCLE GROUP

Kalpakkam – 603 102

NOTICE INVITING e-TENDER

TENDER NOTICE No.: IGCAR/MC&MFCG/MFPD/N-8/ColdComms/GP/2025

I. Guidelines for e-Tendering in CPPPwebsite:

1. To participate in the tendering process on the CPP Portal, Prospective Bidders require a valid Class III Digital Signature Certificates. All the documents related to the eligibility criteria of tender should be submitted electronically through CPP portal only. The instructions given in Annexure-1 are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

2. More information useful for submitting online bids on the CPP Portal may be obtained at <https://eprocure.gov.in/eprocure/app>.

II. NIT Details:

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

i) <i>NIT No.</i>	IGCAR/MC&MFCG/MFPD/N-8/ColdComms/GP/2025
ii) <i>Name of work</i>	Fabrication and installation of stainless steel components and equipment for cold commissioning of N-8 pyroprocessing laboratory
iii) <i>Estimated Cost put to tender</i>	Rs. 1124091/- (Inclusive of 18% GST) Eleven lakhs twenty four thousand ninety one
iv) <i>Completion period</i>	12 (Twelve) Months

v) <i>Earnest Money Deposit</i>	<p>Rs. 22482/- (Twenty two thousand four hundred eighty two only) to be submitted in the form of Deposit at Call Receipt or Demand Draft / Bankers Cheque / Pay Order or Fixed Deposit Receipt drawn in favour of Pay and Accounts Officer, IGCAR/, Kalpakkam payable at Kalpakkam</p> <p>Cash, Cheque, bank guarantee for Earnest Money deposit will not be accepted.</p>
vi) <i>Cost of tender document</i>	NIL
vii) <i>Tender processing fee</i>	NIL
viii) <i>Security Deposit</i>	2.5 % of tendered value
ix) <i>Performance Guarantee</i>	3 % of tendered value
x) <i>Publishing date of tender</i>	15.05.2025 (10:00hrs.)
xi) <i>Documents download/Sale Start date and Time</i>	<p>15/05/2025 (10:00 Hours)</p> <p>To Download – please visit CPPP website on: https://eprocure.gov.in/eprocure/app</p> <p>Detailed NIT is also available on website www.igcar.gov.in for view only.</p>
xii) <i>Seek Clarification Start Date and Time</i>	<p>16/05/2025 (10:00 Hours)</p> <p>The bidders are requested to send their clarification/queries on CPPP website https://eprocure.gov.in/eprocure/app or queries may be sent to e-mail id(s) – gdp@igcar.gov.in</p>
xiii) <i>Seek Clarification End Date and Time</i>	22/05/2025 (15:00 Hours)
xiv) <i>Bid Submission Start Date and Time</i>	23/05/2025 (10:00 Hours)
xv) <i>Bid Submission and Sale Closing Date</i>	06/06/2025 (10:00 Hours)

xvi) Last date and time for submission of Original EMD	<p>On or before 13/06/2025 (15:00 Hours) at Metal Fuel and Pyroprocessing Division, Materials Chemistry and Metal Fuel Cycle Group, Kalpakkam – 603 102, Chengalpattu District. (Contact Phone No. 044-27480500, Extn: 24283/24068. The tenderer shall be required to submit the Earnest Money in a sealed envelope marked 'Earnest Money'.</p> <p>Please note that, EMD shall be submitted in a sealed envelope clearly mentioning the Unit name (IGCAR), Tender number & Name of work in a cover without fail.</p> <p>However, documents sent by post or courier will also be considered provided the same is received within due date & time.</p> <p>If the tenderer fails to submit original DD/BC/PO/DR etc., within the prescribed period as mentioned above those tenders will be summarily rejected.</p>
xvii) Date and Time of online opening of Part-I (Technical Bid)	16/06/2025 (15:30 Hours) at the office of Director, MC&MFCG, Kalpakkam
xviii) Period of verification of credentials for evaluation.	<p>16/06/2025 to 27/06/2025</p> <p>[Note: Original documents substantiating the eligibility criteria all mentioned should be produced for verification during the above period. For outstation bidders who have difficulty in appearing in person original notary certified documents can be submitted by registered post. If the tenderers fail to submit original credential for verification, within the prescribed period as mentioned above those tenders will be summarily rejected.</p>
xix) Evaluation of Part-I (Technical bid)	Part-I evaluation will be done based on credentials submitted by the bidders for opening Part-II (Financial Bid). Inspection of eligible works will be carried out by Technical Evaluation Committee, if necessary.
xx) Date of opening of Financial Bids of qualified bidders	Date and time will be notified later
xxi) Minimum Bid/Offer validity period required	120 Days from bid submission closing date

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

III. Eligibility Criteria:

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

4.1. JOINT VENTURES ARE NOT ACCEPTED.

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

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

[or]

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

[or]

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

“Similar work” shall mean that “Experience in fabrication, erection/ installation of stainless steel components/parts/assembly/system”

Note:

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

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

Where,

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

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

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

5. The bidder shall fill the details in attached excel sheets (Forms) as detailed below and supporting documents should be scanned from originals and uploaded within the period of bid submission by the bidder: -

- 5.1. Financial Turnover as specified in Form-A along with balance sheet certified by chartered accountant.
- 5.2. Similar class of work completed as specified in Form – C during last seven years ending previous day of last date of submission. In case of the similar work done under private sector, copies of TDS certificate along with Form – 26AS shall also be uploaded.
- 5.3. List of works/projects under execution or awarded as specified in Form – D.
- 5.4. Details regarding structure and organization of the firm as per Proforma specified in Form – F.
- 5.5. Details regarding manpower possessed shall be furnished as per Proforma specified in Form – G. The details of trained and certified workmen proposed to be employed at the work site of the project should also be furnished.
- 5.6. Details of tools, machineries and equipment likely to be used / possessed for carrying out the work shall be furnished as per Proforma specified in Form – H.

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

- 6.1. GSTIN
- 6.2. PAN
- 6.3. Solvency certificate as per Proforma specified in Form – B.
- 6.4. Performance certificate of works referred to in Forms 'C' as per Proforma specified in Form – E.
- 6.5. Form of Agreement
- 6.6. Registration with EPFO and ESIC
- 6.7. Annexure – 2: Tender Acceptance Letter (Scanned copy to be uploaded and originals shall be submitted during the period of verification of credentials)
- 6.8. Annexure – 3: Undertaking by Contractor (Scanned copy to be uploaded and originals shall be submitted during the period of verification of credentials).

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

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

- 7.1. Made misleading or false representation or deliberately suppressed the information in the forms, statements and enclosures required in the eligibility criteria document.
- 7.2. Any effort on the part of the bidder or his agent to exercise influence or to pressurize the employer. Canvassing of any kind is prohibited.
- 7.3. Record of poor performance such as abandoning work, not properly completing the contract, or financial failures / weaknesses, etc.,
- 7.4. Failed to produce originals of documents required for evaluation/qualification of the bidder. The Originals of the above Certificates shall be produced as and when called for. Irregularities if any observed will lead to rejection of the offer irrespective of the stage at which it is observed. Such bidders will be debarred for bidding in IGCAR as per applicable rule.
- 7.5. Breached the code of integrity. Firms will be debarred for a period of two years if it is determined that the bidder has breached the code of integrity as per Rule 175 and Rule 151 of GFR 2017.
- 7.6. Supply of sub-standard material, non-supply of material, abandonment of works, sub-standard quality of works, etc. Firms will be debarred for a period of two years for any actions or omissions by the bidder for other than violation of code of integrity, for the reason like supply of sub-standard material, non-supply of material, abandonment of works, sub-standard quality of works, etc.

IV. Information and conditions:

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

9. Tender document is prepared in two parts viz. Part-I (Techno-commercial Bid) and Part-II (Financial Bid). The tender document consisting of plans, specifications, schedule of quantities of various types of items to be executed and set of terms and conditions of the contract to be complied with and other necessary documents. All the documents will form part of agreement after award of work to successful bidder.

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

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

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

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

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

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

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

16. If any information furnished by the applicant is found to be incorrect at a later stage, they shall be liable to be debarred from tendering/ taking up works in IGCARs per applicable rule. The department reserves the right to verify the particulars furnished by the applicant independently.

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

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

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

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

21. Contractor must ensure to quote rate of each item. The column meant for quoting rate in figures appears in SKY BLUE colour. While selecting any of the cells a warning appears to

mandatorily fill all such cells with any value, including "0" (ZERO) and if the bidder has quoted zero, then the rate of such item shall be treated as zero.

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

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

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

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

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

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

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

29. Bidders shall not be under a declaration of ineligibility for tender quoting and fraudulent practice.

30. Documentary evidence of adequate financial standing shall be furnished.

31. Information regarding projects in hand, current litigation, orders regarding exclusion, expulsion or block entry if any to be furnished.

32. The capacity of the contractor to take up a new project under consideration in addition to his present commitments must be clearly brought out. He should also furnish the details referring as to have both physically and financially capable of executing this contract in the stipulated time as per milestones projected in addition to executing the other commitments. Evidence of adequacy of working capital for this contract, access to lines of credit and availability of other financial resources shall be furnished.

33. Copies of original documents detailing the constitution or legal status, place of regulation and principal place of business, written power of attorney of the regulatory of the bond to commit the bidders shall be submitted.

34. Tenderer may please intimate their Bank Account Number, IFSC code, Branch details so as to enable the department for payments through Bank.

35. Qualification and experience of key site management and technical personnel proposed for the contract shall be intimated.

36. Information regarding any litigation, current or during the last seven years, in which the bidder is involved, the parties concerned and disbursed amount, shall be submitted .

37. Proposals for sub-contracting components of the works including the qualification and experience of the identified sub-contractor in the relevant field shall be submitted.

38. The proposed methodology and program of execution, backed with equipment planning and deployment duly supported with broad calculation and quality control procedures proposed to be adopted, justifying their capability of execution and completion of the work as per technical specifications within the stipulated period of completion as per milestones shall be furnished.

39. The contractor shall be responsible for the strict observance and implementation of all the safety precautions & procedures and house-keeping practices. The contractor shall comply with all the instructions given by the Engineer from time to time on these aspects in this regard.

40. The contractor shall comply with provisions of Contract labour act -1970, Workmen's compensation act 1923, Minimum wages Act 1948, EPF Act, Gratuity Act and other labour laws as applicable.

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

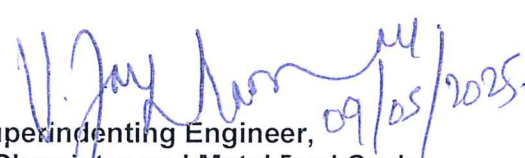
The contractor shall take workmen compensation policy for all workers employed by him, at site, for the subject work after the award of contract.

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

Records with respect to wages, PF, insurance, etc. of the workers shall be maintained & produced on demand for verification. In case of any failure to comply with these above provisions, Department shall be entitled to recover the same from the bills.

41. Eligible source countries: Any Bidder, from a country which shares a land border with India must comply to the Order (Public Procurement No.1) & Order (Public Procurement No. 2) issued by Public Procurement Division, Department of Expenditure, ministry of Finance, Government of India vide F. No. 6/18/2019-PPD dated 23.07.2020 and its addendum from time to time. Also, the bidder shall provide a undertaking as per Para – 9 of Annexure - 3. If such declaration or certificate is found to be false or to be incorrect at any time of submission of Bid or after awarding the Contract then, the said Contract will be terminated, along with such other actions as may be permissible under the relevant law of India.

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


Superindenting Engineer,
Materials Chemistry and Metal Fuel Cycle
Group, IGCAR,
For and on behalf of the President of India

डॉ. वी. जयसमन / Dr. V. JAYARAMAN
असाधारण वैज्ञानिक / Outstanding Scientist
निदेशक / Director
पदार्थ रासायनिकी की और धातु ईंधन चक्र समूह
Materials Chemistry & Metal Fuel Cycle Group
इंदिरा गांधी परमाणु अनुसंधान केंद्र
Indira Gandhi Centre for Atomic Research
कल्पाक्कन / Kalpakkam - 603 102

ANNEXURE – 1

GUIDELINES FOR E-TENDERING IN CPPP WEBSITE

The instructions given in the annexure are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal. **As the instructions may change on CPP portal, the bidder shall follow the instructions given on the portal (<https://eprocure.gov.in/eprocure/app>) at the time of bidding.**

1. Registration

- 1.1. Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “Online Bidder Enrolment” on the CPP Portal which is free of charge.
- 1.2. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts. Bidders who have already registered and have valid user ID and password from <https://eprocure.gov.in>, need not to obtain fresh user ID and password for the purpose of participation in the present tender.
- 1.3. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 1.4. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra, etc.), with their profile.
- 1.5. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 1.6. Bidder then logs into the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

2. Searching for Tender Documents

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

to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS/e- mail in case, there is any corrigendum issued to the tender document.

- 2.4. The bidder should make a note of the unique Tender ID assigned to each tender, in case, they want to obtain any clarification / help from the Help desk.

3. Preparation of Bids

- 3.1. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 3.2. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid. **The tender shall be summarily rejected if any Financial Bid information is disclosed along with EMD or Technical Bid (Part-I).**
- 3.3. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 3.4. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

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

4. Submission of Bids

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

- the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 4.6. The agency shall download the pre bid clarification if any for the work and upload the same (scanned copy) duly signed and sealed. The revised documents (if any) shall be uploaded in e tender portal.
 - 4.7. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the Financial Bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the SKY BLUE coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). **No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.**
 - 4.8. Tenderers are advised to upload their documents well in advance, to avoid last minute rush on the server or complications in uploading. IGCAR, in any case, shall not be held responsible for any type of difficulties during uploading the documents including server and technical problems whatsoever.
 - 4.9. The server time (which is displayed on the bidders 'dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
 - 4.10. Submission of the tender documents after the due date and time (including extended period) shall not be permitted.
 - 4.11. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
 - 4.12. Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
 - 4.13. The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.
 - 4.14. Intending Bidders are advised to visit this website regularly till closing date of submission to keep themselves updated as any change/ modification in the tender will be intimated through this website only by corrigendum / addendum/ amendment.

- 4.15. After submission of the bid, the bidder can re-submit revised bid any number of times before last date and time of submission of bid/document as notified.
- 4.16. In the case of bids in two / three stage system, if it is required to submit revised financial bid then it will be mandatory to submit revised financial bid. If not submitted then the bid submitted earlier will become invalid.
5. **Assistance to Bidders**
- 5.1. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 5.2. Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.
- 5.3. All bidders who have locked in (Not Guest Login) with their respective credentials in NIC & have downloaded tenders, must clicked on **FAVOURITE button**, so that the tender will move into their **FAVOURITE ZONE**, to get the uploaded corrigendum intimation from website.
- 5.4. Contact for assistance for registration and participation in e-Tendering:
- i. 24x7 CPP Portal Helpdesk -(0120)4001 002, (0120)4001 005, (0120)6277 787
 - ii. Local Helpdesk - Shri. Bhushan / Shri. Mayur at (022) 25487480
 - iii. email at support-eproc@nic.in

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

Date: _____

To.

The Superintending Engineer
Materials Chemistry and Metal Fuel Cycle Group, IGCAR
Kalpakkam – 603 102

Sub : Acceptance of Terms & Conditions of Tender.

Tender Reference No: IGCAR/MC&MFCG/MFPD/N-8/ColdComms/GP/2025

Name of Work : Fabrication and installation of stainless steel components and equipment for cold commissioning of N-8 pyroprocessing laboratory

Dear Sir,

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

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

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

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

Name of Work: **Fabrication and installation of stainless steel components and equipment for cold commissioning of N-8 pyroprocessing laboratory**

NIT No.: **IGCAR/MC&MFCG/MFPD/N-8/COLDCOMMS/GP/2025**

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

My Income tax Permanent Account Number (PAN) is

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

2. I/We undertake and confirm that eligible similar work(s) has/have not been got executed through another contractor on back to back basis. Further that, if such a violation comes to the notice of Department, then I/we shall be debarred for bidding in IGCAR in future as per applicable rule. Also, if such a violation comes to the notice of Department before date of start of work, the Engineer-in-Charge shall be free to forfeit the entire amount of Earnest Money Deposit / Performance Guarantee.

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

4. I / We, hereby tender for execution of the work specified for the President of India within the time specified in schedule "F", viz., Schedule of Quantities and in accordance in all respects with the specifications, designs, drawings and instructions in writing referred to in Rule 1 of General rules & directions and in Clause – 11 of the General Conditions of Contract and with such materials as are provided for, by and in respects in accordance with, such conditions so far as applicable.

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

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

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

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

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

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

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

Signature with seal & date

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

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

Name of Work: **Fabrication and installation of stainless steel components and equipment for cold commissioning of N-8 pyroprocessing laboratory**

NIT No.: **IGCAR/MC&MFCG/MFPD/N-8/ColdComms/GP/2025**

This is to certify that:

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

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

Date:

(Dated Signature of
Contractor with seal)

FORM 'A': FINANCIAL INFORMATION

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

Particulars	Financial Years				
	2019-20	2020-21	2021-22	2022-23	2023-24
(a) Gross Annual turnover on works/goods/ Services orders (Rupees in Lakhs).					
(b) Profit/ Loss (Rupees in Lakhs).					
(c) Certified by					

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

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

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

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

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

Name & Address of authorised Signatory

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

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

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

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

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

(Signature)
For the Bank

Note:

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

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

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

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

Notes:

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

Name & Address of authorised Signatory

FORM 'D' - PROJECTS UNDER EXECUTION OR AWARDED

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

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

Name and address of authorised signatory

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

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

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

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

Dated:

Executive Engineer or Equivalent
Signature with Seal

FORM 'F' - STRUCTURE AND ORGANISATION

1. Name & Postal Address of the Applicant:

--

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

--

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

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

--

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

Dept./Organisation& Place of registration	Registration No.

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

--

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

--

7. Was the Applicant ever required to suspend work for a period of more than six months continuously after he commenced the work? If so, give the name of the project and reasons of suspension of work.

--

8. Has the Applicant, or any constituent partner in case of partnership firm, ever been abandoned the awarded work before its completion? If so, give the name of the project and reasons for abandonment.

--

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

--

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

--

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

--

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

--

Name and Address of authorised signatory

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

Sl. No	Designation	Total Number	Number available for this work	Name	Qualifications	Professional experience and details of work carried out	How these would be involved in this work	Remarks
1	2	3	4	5	6	7	8	9

Name and Address of authorised signatory

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

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

Name and Address of authorised signatory

Form – 'I' : Bidding Capacity Form

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

Signature of Bidder(s)

FORM - J : CHECK LIST

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

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

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

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

Address of Tenderer

.....

.....

Phone number -----

Signature of Bidder(s)

SECTION-II

Form of Agreement and General Rules and Direction for the Guidance of contractors

ITEM RATE TENDER AND CONTRACT FOR WORKS (General PWD Codes, Paragraph-95)

1. All works proposed for execution by contractor will be notified in a form of invitation to tender posted in public places and signed by the Engineer.

This term will be state the work to the carried out as the date for submitting and opening tenders, and the time allowed for carrying out the work, also the amount of earnest money to be deposited by the successful tederer and the percentage, if any, to be deducted from bills. Copies of the specification, design and drawings and any other documents required in connection with the work signed for the purpose of identification by the Engineer shall also be opened for inspection by the Contractor at the office of the Engineer during office hours.

2. In the event of the tender being submitted by a firm, it must be signed separately by each member thereof or in the event of the absence of the any partner, it must be signed on his behalf by a person holding a power of attorney authorizing him to do so, such power of attorney to be produced with the tender, and it must be disclosed the firm is duly registered under the Indian Partnership Act.

3. Receipts for the payment made on account of a work, when executed by a firm, must be also be signed by the several partners expect where the contractors are described in their tender as a firm, in which case the receipts must be signed in the name of the firm by one of the partners or by some other persons having authority to give effectual receipts for the firm.

4. Any person who submits tender shall fill up the prescribed form, starting at what rate he is willing to undertake each item of the work. Tenders which propose any alternation in the work specified in the said form of invitation to tender, or in the time allowed for carrying out the work. Of which contain any other condition, of any sort, will be liable to rejection. Tenders shall have name and number of the work to which they refer written outside the envelopes. The rate (s) must be quoted in decimal coinage both in words and fingers.

5. The Engineer or his duty authorized assistant will open tenders in the presence of any intending contractors who may be present at the time and will enter the amount of several tenders in a comparative statement in a suitable form. In the event of tender being accepted a receipt for the earnest money forwarded therewith shall there-upon be given to the contractor who shall thereupon for the purpose of identification sign copies of the specification and other documents mentioned in Rule-1. In the event of a tender being rejected the earnest money forwarded with such unaccepted tender shall thereupon be returned to the contractor making the same.

6. The officer inviting tenders shall have the right of rejecting all or any of the tenders and will not be bound to accept the lowest tender.

7. The receipt of an accountant or clerk for any money paid by the contractor will not be considered as an acknowledgement of payment to the Engineer and the contractor shall be responsible for seeing that he procures a receipt signed by the Engineer or by the Accounts officer or duty authorized cashier.

8. The memorandum of work tendered for, and the schedule of materials to be supplied by the Engineer and their issue rates, shall be filled in and completed in the office of the Engineer before the tender form is issued. If a form is issued to an intending tender without having been so filled in and completed, he shall request the officer to have this done before he completes and delivers his tender.

ADDITIONAL RULE AND DIRECTIONS FOR THE GUIDANCE OF TENDERERS

1. The tenderer is requested to send the covering letter accompanying the tender documents in Quadruplicate.
2. The Tender shall be valid for a period as specified in NIT, Para. II.3.xxi.
3. The Tender document including the drawing shall be signed by the tenderer and returned along with his offer for this work.
4. If any Tenderer withdraws from this tender within its validity period or makes any modification in the terms and conditions of the tender which are not accepted to the department, then Government shall without prejudice to any other right or remedy be at liberty to forfeit 50% (Fifty percentage of the Earnest money absolutely)
5. The tenderer shall note that after the award of the work a comprehensive Agreement setting out all the terms and conditions finally agreed upon between the contractor and government will be drawn up and signed by both parties to the agreement.

6. Schedule of rates:

6.1 Rates quoted shall include labour, materials, tools, paint, appliances, transport, shipment, taxes, duties, octroi, levies, tax on works contract in pursuant constitution 46th amendment act 1982, water and power supply, metering and consumption charges, temporary plumbing, cost of storage shed for materials, contractors supervision, overheads and profits, general risk or liabilities and all that are necessary for the satisfactory completion of the job. The rates shall be firm and shall not subject to the exchange variations. Labour condition or any conditions whatsoever other than what is provided in the contract vide clause 10CC

7.0 Break up of components for Escalation

For the purpose of arriving at the amount of escalation referred to in clause 10CC of the general conditions of contract (section-IV), the Component of material, labour and POL will be taken as NIL.

ITEM RATE TENDER FOR WORKS

I/We have examined the notice inviting tender, technical specifications, drawings, form of agreement and general rules and direction for guidance of the contractor, special conditions of contractor, clauses of contract, schedule of quantities and 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 for the President of India of the work specified in the underwritten memorandum within the time specified in such memorandum at the rates specified therein, and in accordance in all respects with the specifications, designs, drawings and instructions in writing referred to in Rule-1, hereof and in Clause-11 of the conditions of contract and with such materials are provided for, by and in all respects in accordance with, such conditions so far as applicable.

MEMORANDUM

Name of the work	:	Fabrication and installation of stainless steel components and equipment for cold commissioning of N-8 pyroprocessing laboratory
Estimated cost (Rs.)	:	Rs. 1124091/-
Earnest Money Deposit (EMD) (Rs.)	:	Rs. 22482/-
Security Deposit (SD) (Rs.)	:	2.5% of tendered value
Performance Guarantee (PG) (Rs.)	:	3% of tendered value
Cost of tender document	:	NIL
Period of contract	:	12 months
Dates of availability of tender documents for view and download	:	From 15-05-2025 (10:00 Hours) to 06-06-2025 (15:00 Hours) on website https://eprocure.gov.in/eprocure/app
Last date for closing of online submission of bids	:	06-06-2025 (15:00 Hours)
Date and time of online opening of Technical Bid	:	16-06-2025 (15:30 Hours)

The security deposit equal to 2.5% of the gross amount of the bill shall be deducted from each running bill of the contractor till the sum amount to security deposit of 2.5 % of the tendered value of the work. The security deposit will be accepted in the form of Government securities or Fixed Deposit Receipt of Schedule Banks or State Bank of India. The security deposit as deducted above can be released against bank guarantee issued by a Scheduled Bank, on its accumulations to a minimum Rs. 5 lakhs subjected to the condition that amount of such bank guarantee, except last one shall not be less than Rs 5 lakhs.

The performance security equal to 3% of the contract value is required to be deposited within 15 days from the date of LOI, in the form of fixed deposit receipts or Guarantee bonds of any Scheduled Bank or State Bank of India.

The security Deposit / performance security shall be endorsed in favour of the Pay and Accounts Officer, IGCAR, Kalpakkam, 603 102.

a. Time allowed for the work : **12 months**

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

i) to abide by and fulfill all the terms and provision of the said conditions annexed hereto and all the terms and provisions contained in the notice inviting tender as far as applicable, and/or in default thereof to forfeit and pay to the President of India or his successor in the office; the sum of the money mentioned in the said condition. A sum of **Rs. 22482/-** is hereby forwarded by Deposit at Call Receipt of Scheduled Bank Guaranteed by the Reserve Bank of India (or) Demand draft of a scheduled bank (or) by Banker's

Cheque of a Scheduled bank. If I/We agree that the said President or his successors in office shall without prejudice to any other rights or remedy be at liberty to forfeit the said Earnest Money, absolutely, otherwise the said Earnest Money shall be retained by him towards Security Deposit mentioned against clause (d) of the above mentioned memorandum.

ii) to execute all the work referred in the tender documents upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered up to a maximum of percentage mentioned, at the rates quoted in the tender document and those in excess of the limit at the rates to be determined in accordance with the provisions contains in clause 12.2 & 12.3 of the Tender form. Further, I/We agree that in case of forfeiture if 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.

DECLARATION

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 there from to any person other than a person to whom I/We am/are authorized to communicate the same or use the information in any manner prejudicial to the safety of the state.

Dated the day of 2025

TENDERER (S)

*SIGNATURE

+ Witness

Address

.....

.....

.....

Occupation.....

ACCEPTANCE

The above tender is hereby accepted by me for and on behalf of the President of India.

Dated the day of 2025

@SIGNATURE

* Signature of contractor before submission of tender

+ Signature of witness to contractor's signature

@ Signature of the Officer by who accepted

SECTION III SPECIAL INSTRUCTIONS

1.0. LOCATION

DAE Complex at Kalpakkam is located about 90 Kms from Chennai near Sadhurangapattinam. The site is accessible by road from Chennai via Chengalpattu, Thirukkazhukundram and also via Mamallapuram by East Coast Road. The Contractor may note the severe climatic condition existing in the region with co-incident humidity, salt laden atmosphere and high temperature.

2.0 SITE INVESTIGATION

The contractor acknowledge that he has satisfied himself as to the nature and location of the work, the general and local conditions, particularly those bearing upon transportation, disposal, handling and storage of materials, availability of labour, water, electric power, roads and uncertainties of weather, or similar physical conditions of the site, the confirmation and conditions of the ground, the character, the quality and qualities of surface and sub-surface materials to be encountered, including the subsoil water levels, the character of equipment facilities needed preliminary to and during the progress of the work, and all other matters upon which information is reasonably obtainable and which can in any way affect the work or his cost thereof under this contract. Any failure of the contractor to acquaint himself with all the available information concerning these conditions will not relieve him from responsibility for estimating properly the difficulty or cost of successfully performing the work. Non-familiarity with the site conditions will not be considered a reason either for extra claims or for not carrying out the work in strict conformity with drawings and specifications.

The contractor shall be deemed to have visited the site to acquaint himself with the site conditions, approaches, availability of materials, camping facilities for his labour force, geological and weather conditions and all other relevant information required for Tendering before submitting his tender.

The contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the work and to the rates in the schedule of quantities and rates which shall cover all his obligations under the contract and all matters and things necessary for the proper completion and maintenance of the works.

The contractor shall note that any clarifications regarding specifications, conditions of contract, schedule of quantities, scope of work etc. are required, he should contact the office of the Engineer. No claim on account of ambiguity in any respect will be entertained.

3.0 SCOPE OF WORK

The work to be done under those specifications consists of furnishing all equipment/materials, labour, tools, equipment and services and performing all work (except work, equipment and materials specified to be performed or furnished by the Department) required to execute the work specified in the tender, and all other work required to satisfactorily complete construction in strict accordance with the specifications and drawings enclosed. It is intended that the drawings and

specifications include everything requisite and necessary to finish the entire work properly. Notwithstanding the fact that every item necessarily involved may not be specifically mentioned, all work when finished shall be delivered in a complete and undamaged.

4.0 STANDARDS AND SPECIFICATIONS

For all equipment, materials and work BIS specifications and standards should apply in general. Where BIS standards do not exist, relevant International Electro Technical Commission (IEC), IEEE, ASME Specifications will apply. All specifications, standards, publication, etc. specified mean the latest edition of standards and amendments. In the case of any class of work for which no standards have been specified, such works shall be carried out in accordance with the specifications and requirements given by the Engineer.

Equipment and installation covered under this contract shall conform to the standards with their latest amendments specified in the respective Sub Sections of Section V - Technical Specifications of the Tender Document.

The Engineer reserves the right to reject any material not meeting the intent and requirements of the specifications/standards and Contractor will have no claim for any damages, loss or compensation on this account.

5.0 DRAWINGS

The work shall also conform to the drawings issued by the Engineer, and to such other drawings relating thereto as may be furnished from time to time during construction by the Engineer in explanation of details of modifications, including such modifications, as the Engineer may consider necessary to meet conditions found during the progress of the work.

The contractor shall give two weeks notice in writing to the Engineer of any further drawings or specifications that may be required for the execution of the work as otherwise under the contract. The Engineer shall have full powers and authority to supply to the contractor from time to time during the progress of the work such further drawings and instructions as shall be necessary for the purpose of the prompt and adequate executions and maintenance of the works and the contractor shall carry out and be bound by the same.

It shall be understood that drawings furnished to the contractor shall be interpreted by the use of given dimensions, and nomenclature only, and that the drawing shall not be scaled.

Prior to the execution of the work, the contractor shall check all drawings and shall immediately report all errors, discrepancies and/or omissions discovered therein to the Engineer. All such errors discrepancies and/or omissions will be adjusted by the Engineer. Any adjustment made by the contractor without prior approval of the Engineer shall be at his own risk and the settlement of any complications arising from such adjustment shall be made by the contractor at his own expense.

In case of difference between drawings and specifications, the specifications shall govern. Anything mentioned in the specifications, and not shown on the drawings, or, shown on the drawings and not mentioned in specifications, shall be of like effect as if, shown or mentioned in both.

The installation drawing should be submitted to the Engineer within 4 weeks from the date of the award of the contract. At the first instance the contractor will forward a set of the foundation drawings for all the equipments so as to enable to commence the construction activity. He will also suggest any modifications if required, on the structural aspects of the building to accommodate the electrical equipment.

After completion of the work, all the drawings issued by the Engineer from time to time shall be returned by the tenderer to the Engineer. Final payment will be made only after the drawings have been received by Engineer.

6.0 CONTRACTOR'S / VENDOR'S DRAWINGS

The drawings consisting of such detailed drawings as are not included in the contract drawing or larger scale details of certain parts of the work indicated on the contract drawings, shall be complete and shall contain all required detailed information as may be reasonably required for satisfactory execution of the work.

Drawings to be furnished by the contractor shall be included in the bid price of this work. Approval of the Contractor's / Vendor's drawings shall not be construed as authorising additional work or increased costs to the department. Adjustment in the bid price or any extension of time to cover required charges in the Contractor's / Vendor's drawings to comply with the requirements of the contract specifications, shall not be permitted.

Prior to submittal for approval, the contractor shall be responsible for thoroughly checking all drawings whether prepared by him or by his Vendors to ensure that they comply with the intent and the requirements of the contract specifications, and that they fit with in the specified location. Drawings found to be inaccurate or otherwise in error will be returned for correction by the contractor to his vendors for re-submittal.

The Engineer-in-charge will review and return three copies of each drawing to the contractor, marked either **"APPROVED"** or **"APPROVED AS NOTED"** or **"NOT APPROVED"**. When approved, each copy of the drawings will be identified as having received such approval by being stamped and dated. If the drawings are approved as noted, the contractor shall make the indicated corrections immediately and may proceed with the work as though the drawings had been approved. If unapproved, the contractor shall make all required corrections, immediately and resubmit drawings as above until they are approved or approved as noted.

After the contractor has made the corrections to unapproved drawings, the contractor shall submit six copies of each corrected drawings to the Engineer who will return three approved copies to the contractor.

The approval of the drawings by the Engineer shall not be construed as a complete dimensional check, but will indicate only that the general method of construction and detailing is satisfactory. Approval of such drawings will not relieve the contractor of the responsibility for any errors or compliance with requirements of the tender drawings and specifications, nor will any discrepancy between tender drawings and specifications. The contractor shall be responsible for design, dimensions adherence to the specification with respect to design, manufacture/fabrication and completeness. Any work done such as fabrication /manufacture /erection setting at site in advance of the receipt of approved drawings shall be done entirely at the contractor's risk.

7.0 SITE ORGANISATION

The contractor shall furnish a list of plant and equipment that he proposes to bring to site for the execution of the work. He shall also furnish full details of Engineering and Managerial Organisation along with the names and experience of Senior Engineers and supervisors and technicians who will be posted by him for this work.

8.0 CONTRACTOR'S TOOLS & PLANTS

The Contractor shall furnish with the tender a list of plant and equipment that he proposes to bring to site at his own cost for the execution of the work, to enable Engineer to assess its safety, suitability and his mode of execution of work. List of such equipment, tools and tackles of the contractor as and when brought to site shall be through a proper Delivery Challan and shall be got certified by the Security Officer giving the details of date and time of entry of such materials. Certified copy of delivery challan shall be produced to the Engineer for his reference and records.

CONTRACTOR'S EMPLOYEES

The contractor shall provide and employ on the site in connection with the execution and maintenance of works:

- a) Only such technical assistants, as are skilled and experienced in their respective callings and such sub-agents, Foremen and leading hands as are competent to give proper supervision to the work, they are required to supervise.
- b) Such skilled, semi-skilled and unskilled labour as necessary for and timely execution and maintenance of works. It is to be ensured that all the employee and workers employed by the contractor are law abiding citizens, with clean record. Anti-social elements rowdies and persons with adverse police records should not be employed on the works at Kalpakkam.
- c) The Engineer shall be at liberty to object to and require the Contractor to remove forthwith from the works any employed persons by the contractor in or about the execution or maintenance of the works who in the opinion of the Engineer misconducts himself or is incompetent or negligent in the proper performance of his duties or whose employment is otherwise considered by the Engineer to be undesirable and such persons shall not be again employed upon the works without the written permission of the Engineer. Any persons so removed from the works shall be replaced as soon as

possible by a competent substitute approved by the Engineer.

The contractor shall arrange adequate facilities for medical aid and treatment for his staff and workers engaged on this work.

GOVERNMENT LABOUR LAWS

The contractor has to follow strictly the Government labour act which are in force at present and all necessary arrangements for labour will have to be made by the contractor.

CONTRACT EMPLOYEE SALARY

The Contractor shall follow the Government labour act and shall follow minimum wages act: (The rate is fixed by the labour department periodically and same rate shall be paid to the contract employees) All contract employees salaries shall be paid by cheque and this will be supervised by the Engineer – in- Charge.

11.0 SAFETY

To avoid possible accidents to contractor's staff and labour employed on the construction, it is imperative to observe the safety practices specified in “**Section IV - Conditions of Contract**” and these will be strictly enforced by the Engineer, Ladders and working platforms shall be rigid and sturdy and be provided with hand rails. The contractor shall provide for all his personnel at work site, necessary safety helmets. Safety belts shall be provided for workers employed at high elevation and in risky work areas. Catch nets shall be provided below working platforms located at high elevations. The cost of providing for all safety practices shall be included by the contractor in his rates quoted for the various items in the schedule of quantities.

12.0 SECRECY

The contractor, his employees and agents shall not disclose to anyone except to the limited extent required for the purpose of execution of the contract, any information or drawings, furnished, to him by the Engineer. All drawings reports and other information prepared by the contractor / by Engineer or jointly by both for the execution of the contract shall not be disclosed without the prior approval of the Engineer. No photographs of the works or plant within the site premises shall be taken without the prior approval of the Engineer.

13.0 SECURITY RULES

The Contractors may please note that the identity cards shall have the photos of the personnel concerned control of entry of personnel and all similar matters. The contractor and his personnel shall abide by all security measures imposed by the Engineer or his duly authorized representative from time to time.

The contractor shall follow at site all Security Rules as may be framed by the Government from time to time regarding removal of materials from site.

The contractor shall also observe all the safety rules and codes issued for this work by the Engineer from time to time.

14.0 ACCOMMODATION

The Department will not provide any quarters for the accommodation of contractor's personnel. No land will be made available within the project area for the construction of staff and labour quarters for

the contractor. The contractors will make his own arrangement for leasing suitable accommodation / land for housing his personnel and the cost on this account should be included in his rate structures.

15.0 WATER

The contractor should make his own-arrangement for the supply of water required for the works. Water supply if available, shall be made available to the contractor at one point from the existing water mains and the contractor shall arrange for installing water meter as approved by the Engineer and lay all further piping to the various work sites at his own cost. He shall install all pumping equipment, lay all piping and construct overhead tanks required to supply water to the various work spots at his own cost. The meters, pumping plants, overhead tanks and piping shall be maintained by the contractor at his own cost. The capacity of the overhead tanks to be provided by the contractor shall be adequate to take care of possible interruptions in pumping. The maximum consumption rate of water for construction purposes shall be stated along with the tender for purposes of planning. The charges for water supply shall be metered and recovered from the contractor from the running bills at the rate of Rs. Per litres.

The Engineer will not be liable for any loss or damage as a result of any variation, stoppage, failure or of interruption in water supply. In the event of any failure, interruption or stoppage of water supply for a continuous period not exceeding 24 hours the Contractor shall have no claim whatsoever against the Government. For any water supply failure stoppage or interruptions for a continuous period exceeding 24 hours due to causes attributable to the Government, the Contractor will be eligible for only reasonable extension of time as may be decided by the Engineer and not for any compensation of this account.

POWER SUPPLY

(a) For purposes of planning, the Contractor shall furnish along with the tender, the estimated requirement of electric power for the execution of the work in terms of maximum KW demand.

(b) The construction power supply will be made available to the Contractor at a nominal system voltage of 415 V, 3 phase, 50 c/s. The power supply to the Contractor will be made available subject to the following terms and conditions.

- i) This power shall not be used for any other purpose other than this work.
- ii) The supply will normally be made available at one point in the work site with reference to the load requirements as decided by the Engineer in-charge. The contractor shall make his own arrangements for the distribution of power to all his works from the point to supply.
- iii) The Contractor shall provide required electrical panel to receive the incoming cable. The incomer of the panel provided by the contractor shall contain tripping provision for over current and earth faults. An energy meter of class-1 accuracy shall be provided for the incomer in addition to a voltmeter and ammeter. The Engineer shall meter the supply of power to the Contractor. For this purpose, the Contractor will be liable to pay the rent of meter at the rates to be fixed by the Engineer, if the meter is provided by the department. If any dispute on accuracy of meter is raised, the meter under dispute shall be calibrated in a Standards Laboratory (ETDC, Chennai) and the meter shall be replaced if required. No request for the rebate on past consumption will be entertained. The fees levied by the ETDC / standard laboratory for testing the meter shall be collected from the Contractor. The Engineer may at his discretion replace any meter

installed.

iv) It shall be the responsibility of the Contractor to provide and maintain the complete installation on the load side of the supply with due regard to the safety requirements at site. All cabling and installations shall comply in all respects with appropriate statutory requirements given in the following:

a) Indian Electricity Act, 2003.

b) Indian Electricity Rules, 1956 (as amended) and shall be subject to approval of Engineers.

v) The power supply will also be regulated by the Engineer in line with the availability of power from MAPS.

vi) The Contractor shall maintain the power factor at not less than 0.85, by installing if necessary, at his own cost, suitable corrective devices. The Contractor's failure to take up necessary action in this regard within a period stipulated by the Engineer may entail installation of the necessary corrective devices by the Engineer at the Contractor's risk and cost. All electrical installation made by the contractor at work site will be subjected to periodical inspection of the Engineer or his authorised representative.

vii) The Engineer will not be liable for any loss or damage to the contractor's equipment as a result of variations in voltage or frequency or interruption in power supply for a continuous period not exceeding 24 hours, the contractor shall have no claim whatsoever against the Government. For any power failure/stoppage resulting in interruptions for a continuous period exceeding 24 hours, the contractor will be eligible only for reasonable extension of time and not for any compensation on this account. The decision of the Engineer with regard to the grant of extension of time and its reasonableness, if granted shall be final.

viii) The Engineer will not be liable for any loss to the Contractor arising from interruption, failure or stoppage of works and any attendant delays consequent upon such interruptions, failure or stoppage of power supply or variations in voltage or frequency.

ix) Recoveries for the power supplied for construction purpose shall be made from the running account bills of the Contractor at the rate of Rs. 7.00 per kWh on the basis of actual consumption plus Rs. 50.00 per month as fixed charges.

x) After completion of the works, the Contractor shall promptly dismantle at his own cost, the distribution and other facilities he may have erected.

17.0 POWER AND ELECTRICAL SAFETY

i) The Department will provide 415 V, 3 phase, 4 wire supply at one location as indicated in the drawing. The energy consumption will be metered and charged as specified.

ii) The Contractor will make arrangements for receiving the power supply. He will have a distribution switchboard with one number incomer switch with HRC fuses and sufficient number of outgoing feeders, properly with HRC fuse protection. Sub-distribution boards may be provided and wired from the distribution board by the Contractor. Cabling from the meter and supply point to the distribution board will be done by the Contractor. The distribution board and other locations shall be provided with danger boards with skull mark.

- iii) Single phase loads will be connected such that the loads and the 3 phases are balanced.
- iv) All distribution boards and sub-distribution boards will be properly grounded with 2 ground connections and each board will have one independent pipe earth electrodes.
- v) All electrical equipment like switches, motors and power outlets shall be properly grounded and shall be well protected from weather (rain and dust).
- vi) Equipment with electric prime movers will be installed in permanent manner as far as possible with fixed cabling. Insulated wires in metallic conduits can substitute for armoured cables, if required.
- vii) Portable lights and equipment (limited to unavoidable tools like vibrators, drills and polishing machine) will be connected using metal clad sockets and plugs to avoid mechanical damage.
- viii) Insertion of wires in sockets will not be permitted.
- ix) All portable appliances shall be properly grounded.
- x) All portable electrical tools will be tested and certified by authorised staff. Contractor's Electrical Supervisor may be authorised for the work by the Department at its discretion.
- xi) Cabling and wiring will be run underground with proper mechanical protection or overhead beyond normal human reach so as to avoid hindrance to movement of men and materials. Cable route indicators shall be provided as directed by Engineer-in-Charge wherever cables are run underground.
- xii) For temporary connections 3 Core insulated and sheathed cables will be used for single phase and 4 core insulated and sheathed cables will be used for 3 phase wiring, Armoured cables will be preferred.
- xiii) Un armoured cables will not be tied to metal supports using metal wires.
- xiv) All wires used shall be healthy and joints shall be minimum. The joints shall be properly insulated and shall be approved by Departmental Engineer. Joints shall be properly supported and positioned above normal human reach. Joints shall not be permitted in wet areas. Loose wiring will not be allowed over floor, Extra length of wires and cables shall be properly coiled and kept in safe position.
- xv) Electrical works including temporary connections and extensions will be carried out by licensed electricians only. All electrical installations will be energised only after approval by the Department.
- xvi) List of electrical staff to be posted at site will be furnished by the Contractor before the commencement of Contract.
- xvii) Adequate area lights will be provided by the Contractor to ensure safe working.

xviii) Departmental electrical staff will be available at Site for rectification of faults upto metered point during normal working hours on normal working days. Contractor's qualified staff will maintain the Contractor's electrical installations.

xix) The contractor will allow free access to departmental safety engineers for inspection of electrical connections and distribution systems and abide by their decisions, in the interest of safety of personnel. The contractor also will avail the industrial safety and related training being provided by the department free of cost and ensure that most of the field staff are trained adequately.

NOTE: DEPARTMENT WILL PROVIDE ELCB PROTECTION AT THE METERING POINT FOR ESTIMATED LOAD UPTO 25 HP. WHEREVER THE CONNECTED LOAD EXCEEDS 25 HP, THE CONTRACTOR WILL PROVIDE ELCB FOR ALL 3 PHASE AND SINGLE PHASE LOADS. AT HIS MAIN DISTRIBUTION BOARD THE ELCBS WILL HAVE A SENSITIVITY OF 100 MILLI AMPS.

18.0 LAYOUT

The contractor shall layout his work from base lines and grades established by the Department and shall be responsible for all measurements connection therewith. The contractor shall, at his own expense furnish all stakes, templates, platforms, equipment, ranges and labour that may be required in setting and cutting or laying out any part of the work. The contractor shall be held responsible for the proper execution of the work to such lines and grades as may be established or indicated on the drawings and specifications.

The checking of any setting out or of any line of level by the Engineer shall not in any way relieve the contractor of his responsibility for the correctness thereof and the contractor shall carefully protect and preserve all bench marks, site rails, pegs and other things used in setting out the works of alignment of any part of the work.

The contractor shall check the benchmarks and benches existing at the site for laying out lines and levels. The Contractor is to construct and maintain proper benches at the intersection of all main walls in order that the lines and levels may be accurately checked at all times. The theodolites, levels, prismatic compass, chain, steel and metallic tapes and all other surveying instruments found necessary on the works shall be provided by the contractor at his cost.

Adequate lighting facilities such as floodlights, hand lights and area lightings shall be provided by the contractor at his own cost at the site of construction and storage of his materials and equipment and temporary access roads within his working area.

The contractor shall obtain approval of the Engineer to the lighting scheme provided prior to its installation.

19.0 DRAINAGE ARRANGEMENTS

The contractor shall control the grading in the vicinity of the buildings and trenches, so that surface water is prevented from running into excavated areas. The contractor shall also be responsible to see that no area around his works becomes flooded during rainy season because of his piles up materials etc. and subsequently flood other buildings. At the discretion of the Engineer the contractor shall take steps to prevent flooding. It shall be the contractor's responsibility to keep areas around his work dry. The cost of repairing flood damage shall be the sole responsibility of the contractor.

20.0 ROADS

The contractor will be required to construct suitable approach roads leading to the construction site from the main road and maintained the same at his own cost. Such roads to be laid by the contractor shall conform to the specifications of the Engineer and location of such roads shall be subject to the prior approval of the Engineer.

The contractor may use the roads formed by the Government in the vicinity of the works for transport and haulage of materials. All roads at the work site, including any road formed by the contractor will be made use of by other contractors and agencies at site and the contractor is not entitled for any payment from the Government or compensation on this account.

21.0 EXTRAORDINARY TRAFFIC

The contractor shall use every reasonable means to prevent any of the highways or bridges communicating with or on the routes to the site from being damaged or injured by any traffic of the contractor or any of his sub- contractors and in particular shall select routes, choose and use vehicles and restrict and distribute loads so that any such extraordinary traffic as will inevitably arise from the moving of plant and materials from and to the site be limited as far as reasonably possible so that no unnecessary damage, or injury may be occasioned to such highways and bridges.

22.0 TRAFFIC INTERFERENCE

The contractor shall conduct his operations in DAE Complex, Kalpakkam so as to interfere as little as possible with the use of existing roads at or near locations where the work is being performed. When it is necessary to excavate a trench across an existing roads in DAE Complex, Kalpakkam and store materials thereon or perform other work which would obstruct traffic, notification of the start of such work or storage of materials, and details of the proposed methods of providing the required facilities for safe and continuous use of roads shall be submitted to the Engineer at least 48 hours in advance thereof, and. the contractor shall at his own expense, make such approved temporary provisions as are required to maintain at least one lane of traffic by bridging the excavation, providing ramps over surface obstructions or providing suitable temporary by-pass around the obstructions. The contractor shall provide and erect, before construction, substantial barricades, bridging over trenches, ramps side walks, guard rails and warning signs, furnish, place and maintain adequate lights and warning signals and provide flag man, watchman as directed by the Engineer. Storing of materials along/across the roads will not be permitted.

23.0 SITE MANAGEMENT

The contractor shall construct all storage areas and yard facilities he may require for the performance of the contract at his own expense. Location of such areas and yards shall be subject to the prior approval of the Engineer. All temporary structures and facilities put up for the performance of this contract at various places shall be dismantled by the contractor after the completion of contract and the area handed over to the Engineer in a clean condition to the satisfaction of the Engineer.

The contractor shall at all times keep the site of work free from accumulation of waste materials and debris in all his areas of activity and shall dispose of all wastes, rubbish, etc. regularly. The contractor

shall also dismantle all temporary works of whatsoever nature and kind as directed by the Engineer and shall leave the site clean and tidy.

During the execution of the contract and until completion certificate is issued, the contractor will fully be liable to compensate all concerned for any, loss, damage or destruction of “works”, structures, plant and machinery, person, property, etc. including third party risk arising due to causes attributable to the contractor as may be decided by Engineer whose decision in this regard will be final. No claim shall be made against the Government on this account. The contractor shall employ security personnel at his own cost to protect the equipment and all material/installations until the entire work is completed and handed over to the Engineer

24.0 STORAGE

All materials shall be stored so as to prevent deterioration or contamination by foreign matters and to ensure the preservation of their quality and fitness for the work. If the storage arrangement is not to the Engineer’s satisfaction, the Engineer may direct the contractor to make such arrangements as he considers necessary and in the event of non-compliance, he would reserve the right to make proper arrangements departmentally or through other agencies at contractor’s cost. All materials shall be stored in adequate quantities well in advance to meet the construction schedule.

25.0 PROGRESS & COMPLETION

The contractor shall furnish sufficient forces, construction plant and equipment, and shall work such hours, including overtime operations, as may be necessary to ensure the progress of the work in accordance with the construction schedule indicated by the Engineer and its completion within the time specified in this contract. If in the opinion of the Engineer, the contractor refuses or fails to comply with this obligations set forth in the preceding sentence, the contractor shall take such steps as may be necessary to improve his progress and the Engineer may require him to increase the number of shifts and/or overtime operations, days of work, size of forces and/or the amount of construction plant. All such action taken by the contractor pursuant to the direction of the Engineer shall be without additional cost to the department.

Failure of the contractor to meet his obligations set-forth in the paragraph above, under this provision shall be ground for determination by the Engineer that the contractor is not progressing the work with such diligence as will ensure completion within the time specified. Upon such determination, the Engineer shall take necessary steps to increase the labour forces, amount of construction plant etc. as he deems fit to ensure completion of works in accordance with the schedule at the contractor’s expense.

The contractor may be allowed to carry out work in shifts with the approval of the Engineer.

It shall be the responsibility of the contractor to mark the actual progress of the works in progress report form at the end of every two weeks, and the calculated progress for the job as a whole, and shall submit to the Engineer.

The contractor shall submit design and construction details for various temporary works and he shall incorporate and modification suggested by the Engineer from time to time which however, shall not relieve him of the responsibility of providing the structure as per drawing / specifications, etc.

Notwithstanding the approval by the Engineer to the design submitted by the contractor for any of the temporary works, the contractor shall remain entirely responsible for the safety and soundness of the structure until the complete work is taken over by the Engineer.

The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall be deemed to be of the essence of the contract on the part of the contractor and shall be reckoned from the 15th day of the date on which the work order to commence the work is issued to the contractor and all work shall be completed in accordance with the construction schedule attached to the specifications. Monsoon or inclement weather will not be considered reason for extension of time. The contractor shall submit a time schedule keeping the phasing of the work generally in line with the construction schedule for the approval of the Engineer and such an approved programme shall be strictly adhered to by the contractor.

26.0 NO NIGHT DUTY OR SUNDAY WORK

Subject to any provision to the contrary contained in the contract none of the permanent work shall be carried out during night or on Sunday, if locally recognised as day of rest or their locally recognised equivalent without the permission in writing of the Engineer. When the work is unavoidable or absolutely necessary for the saving of life or property or for the safety of the works in which case the contractor shall immediately advise the Engineer provided always that the provision of this clause shall not be applicable in case of any work which it is customary to carry out by rotary or double shifts. Normal working hours is from 09.00 hrs and 17.30 hrs within the DAE Complex, Kalpakkam.

27.0 SEQUENCE OF WORK

The contractor shall execute all the work as per the sequence given by the Engineer from time to time. It shall be the contractor's responsibility to transport all equipment and materials to the job site at his own expenses. The contractor shall use only established roadways for transport and use such temporary roadways or necessary approval by the Engineer. When it is necessary to cross kerbs or side walks protection against damage shall be provided by the contractor. Any damage caused to roads, kerbs, sidewalks, or other load bearing facilities shall be repaired by the contractor at his own expenses.

28.0 QUALITY OF MATERIALS AND WORKMANSHIP AND TESTS

All materials and workmanship shall be of the respective kinds, described in the contract and in accordance with the Engineer's instructions and shall be subject from time to time to such tests as the Engineer may direct at the place of manufacture or fabrication or at the site or at all or any of such places. The contractor shall provide such assistance, instruments, machines, labour and materials and shall supply samples of materials as are normally required for examining, measuring and testing all work and the quality, weight or quality of materials before incorporation in the works for testing as may be selected and required by the Engineer. The cost of such tests shall be borne by the contractor.

29.0 CONTRACTOR'S SUPERINTENDANCE

The contractor shall give or provide all necessary superintendence during the execution of the works and as long thereafter as the Engineer may consider necessary for the proper fulfilling of the contractor's obligations under the contract. The contractor's competent and authorised agent or

representative approved in writing by the Engineer (which approval may at any time be withdrawn) is to be constantly on the works and shall give his whole time to the superintendence of the same. If such approval shall be withdrawn by the Engineer, the contractor shall as soon as is practicable (having regard to the requirement of replacing him as hereinafter mentioned) after receiving written notice of such withdrawal, remove the agent from site and shall not therefore employ him again on site in any capacity and shall replace within a period of seven days by another agent approved by the Engineer. Such authorised agent or representative shall receive on behalf of the Contractor directions and instructions from the Engineer.

30.0 INSPECTION

The work shall be conducted under the general direction of the Engineer and is subject to inspection by his appointed Inspectors to ensure strict compliance with the terms of the contract. No failure of the Engineer or his designated representative during the progress of the work to discover or to reject materials or work not in accordance with the requirement of this contract shall be deemed an acceptance thereof, or a waiver of defects therein, and no payment by the Engineer, or partial/entire occupancy of the premises, shall be construed to be an acceptance of work or materials which are not strictly in accordance with the requirements of this contract. No changes whatsoever to any provision of the specifications shall be made without written authorisation from the Engineer.

31.0 MODE OF MEASUREMENT

Mode of measurement will be as specified by the Engineer and the Engineer's decision shall be final and binding on the contractor.

32.0 ASSISTANCE FOR TAKING MEASUREMENTS

The contractor shall provide necessary labour and assistance to the Engineer for checking layout alignments, levels and other survey works connected with the excavation of work and also for taking measurement for finished works at no extra cost to the Government.

33.0 TESTING

Contractor should carry out the tests on different equipment as specified in respective sub sections to be issued, in order to enable the Engineer to determine whether the equipment and works comply with the intent and requirement of specifications under test and normal working conditions. The contractor should arrange his own testing equipment required for tests to be carried out at site on any of the equipment.

34.0 PLAN OF OPERATION AND CO-ORDINATION

The contractor for work under the contract shall be required to co-ordinate with work of other contractors performing work at the site and also in the same area. So far as practicable all contractors shall have equal rights to use all roads, ground and facilities made available for the joint use of the contractors. In case of disagreement regarding such use the decision of the Engineer shall govern.

The contractor shall in accordance with the requirements of the Engineer afford all reasonable opportunities for carrying out the work to any other contractors employed by the Engineer or to the

Engineer himself and of any other duly constituted authorities who may be employed in the execution on or near the site of any work not included in the contract of any contractor which the Engineer may enter into in connection with and/or ancillary to the works. The Government will not entertain any claims from the Contractor for delay on account of lack of coordination with one another and also the contractor whose work is delayed due to lack of coordination from any other contractor can claim damages from the delaying contractor if the same is duly certified by the Engineer.

It is envisaged that other works such as installation of sanitary, water supply and electrical arrangements, equipment, piping and other works not covered in this contract may have to be carried out by the other agencies in the completed/partially completed portion of the building along with this work. The tenderer shall permit such works to be carried out without any hindrance and fully co-ordinate his activities with other agencies. No compensation or claim for such contingencies shall be entertained.

35.0 DETAILS OF CONTRACTOR'S EMPLOYEES

It is to be ensured by the contractor that the correct personnel particulars and addresses of the employees and workers employed by the contractor and sub- contractors are available with them. The same shall be submitted to the department.

36.0 EMERGENCY PREPAREDNESS

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

37.0 ENTRY TIMING FOR TRUCKS

All the trucks transporting materials for the works should have valid permit for running inside DAE Complex, Kalpakkam. The materials have to be transported only during 09.00 hrs and 18.00 hrs within the DAE Complex, Kalpakkam.

38.0 SCHEDULE OF QUANTITIES

The schedule of quantities is to be read in conjunction with this special conditions, general conditions of contract, specifications, drawings and schedule of supply of materials detailing materials to be supplied by the Department.

The quantities stated are to be considered approximate only and the unit prices entered in the schedule of quantities shall apply to the actual quantities in the completed work, upto a deviation of 25% on the contract value of the work.

Each tender should contain not only the rates but also the value of each item of work entered in a separate column and all the items should be totalled up in order to show the aggregate value of the entire tender. All corrections in the tender schedule shall be duly attested by the dated initials of the

tenderer. Corrections which are not attested may entail the rejection of the tender. The tender document should be signed and returned without, detaching any part of the document.

39.0 RATES

Rates quoted shall include labour, materials, tools, plant, appliances, transport, shipment, taxes, duties, octroi, levies, tax on works contract, water and power supply, metering and consumption charges, temporary plumbing, cost of storage sheds for materials, contractor's supervisions, overheads and profit, general risks or liabilities and all that the necessary for the satisfactory completion of the job. The rates shall be firm and shall not be subject to the exchange variations, labour conditions or any conditions whatsoever other than what is provided in the contract.

All quarry fees, royalties, excise duties and other taxes on materials brought by the contractor to the site, such as stone, sand and other materials will be paid for by the contractor directly. If refunds of such payments are, however, admissible under the rules made by local authorities, the contractor may obtain such refund by following prescribed procedure laid down by concerned authorities. Assistance of the Engineer will be limited to the extent of issuing certificate stating that the materials so imported have become the property of the Government. The contractor shall take into account this fact while quoting his rates in the tender. If the quarry falls in private land or Government land leased to private parties, the Contractor will have to obtain the permission of such private parties and shall pay the royalties and other charged to them.

No foreign exchange will be made available by the Government for any other equipment covered in the tender specifications. However, where it is unavoidable, imported items can be included. The tender should clearly indicate materials, quantity, rate and amount of such imported items and also the country from which it is proposed to import the materials.

40.0 TENDER RATES INCLUSIVE OF WORKS CONTRACT TAX- Deleted

41.0 CONDITIONAL TENDER WITH CONDITIONAL REBATE SHALL BE SUMMARILY REJECTED

Any person who submits a tender shall fill up the usual printed form, stating at what rate he is willing to undertake each item of the work. Tenders, which propose any alteration in the work specified in the said form of invitation to tender or in the time allowed for carrying out the work, or which contain any other condition of any sort including conditional rebate will be summarily rejected. No single tender shall include more than one work, but contractors who wish to tender for two or more works shall submit separate tender for each. Tender shall have the name and number of the works to which they refer, written on the envelopes. The rate(s) must be quoted in decimal coinage. Amounts must be quoted in full rupees by ignoring fifty paise and considering more than fifty paise as rupee one. The rates shall be quoted in figures and as well as in words.

42.0 RIGHTS OF GOVERNMENT

The competent authority on behalf of the President of India does not bind himself to accept the lowest or any other tender, and reserves to himself the authority to reject any or all of the tenders received without assignment of a reason. All tenders, in which any of the prescribed conditions is not fulfilled

or any condition including that of conditional and / or unconditional rebate is put forth by the tenderer shall be summarily rejected.

The Engineer reserves the right to place order for all items and services as envisaged in the scope of work or for a part thereof at his discretion and reserves the right to accept or reject the lowest or any other tender without assigning any reason for the same.

43.0 WITHDRAWAL OF TENDER

If any tenderer withdraws his tender within the validity period or makes any modification in the terms and conditions of the tender which are not acceptable to the Department, then the Government shall, without prejudice to any other right or remedy, be at liberty, to forfeit 50% (fifty percent) of the earnest money absolutely.

44.0 INSURANCE

The tenderer should insure at his own cost all the items covered under the contract during transit from manufacturer's works/source to site as well as during storage at site till the equipments are commissioned and handed over to the Engineer.

The contractor shall note that the work has to be carried out in a coastal area. The contractor shall take necessary precautions to ensure safety of the staff, materials, equipment and the works during the period of contract. No claim from the contractor for loss of or damage of equipment, materials, staff or the works during the course of the work due to natural causes like cyclones, tsunamis, gales, floods, rains or other cause or combination of causes will be entertained by the Engineer. The Contractor shall be fully liable to compensate the Government for any loss or damage in works till the time of taking over the works by the Engineer. The contractor shall immediately on award of the contract, take out at his own cost, a contractor's All Risk Insurance Policy with an insurer acceptable to the Government for an appropriate amount wherein the Government shall be named as "Co-Assured". The taking out of such insurance shall not in any way limit or diminish the responsibility of the contractor for loss or damage.

Insurance policy and indemnity bond shall be executed by the contractor for department supply of materials.

The contractor shall be fully responsible for the safe guard of the equipments and materials issued to him against all risks until the equipments and materials are tested and taken over by the Engineer. The free supply materials shall be covered by an insurance policy to the cost of department materials expected to be available with the contractor. The insurance policy shall cover loss or damages of Government materials and equipments issued against all risks. The policy shall also cover any damage due to materials, equipments falling from height or some other materials falling on department materials. The policy shall be kept valid for the period till the contract completion certificate is issued to him. The policy shall cover the guarantee period also.

In addition to the insurance policy mentioned above, the contractor shall indemnify the department against materials, equipments issued to the contractor by the department for this work by furnishing and indemnity bond in the form acceptable to the Government.

Insurance for the contractor's workman shall be taken by the contractor to safeguard their life risk of their working force as per relevant rules and the same shall be verified by the Engineer in-charge.

44. EARNEST MONEY DEPOSIT:

The amount of the earnest money, which a contractor should deposit with the tender, is regulated by the following scales. In case of petty works costing Rs.5,000/- or less the Executive Engineer may, at his discretion, dispense with the condition for calling for earnest money.

- (i) For works estimated to cost upto Rs.10.00 Crores 2% (Two percent) of the estimated cost.
- (ii) For works estimated to cost more than Rs.10.00 Crores Rs.20.00 lakhs plus 1% (One percent) of the estimated cost in excess of over Rs.10.00 Crores. The earnest money may be accepted in the following forms:
 - (iii) Deposit at call receipt of a scheduled bank guaranteed by the Reserve Bank of India.
 - (iv) Banker's Cheque.

(v) Demand draft.

(vi) FDR.

The part of earnest money is acceptable in the form of bank guarantee also. In such case, minimum 50% of earnest money or Rs.20.00 lakhs, whichever is less, will have to be deposited in shape prescribed above and balance can be accepted in form of, bank guarantee issued by a scheduled bank.

It should be ensured that the FDR is valid for a period of six months or more after last date of receipt of tenders and that it is pledged in favour of P&AO, IGCAR, Kalpakkam. If the banks are closed on the day of opening of tenders the date of opening of tender shall be postponed suitably.

45. SECURITY DEPOSIT:

A sum @ 2.5% of the gross amount of the bill shall be deducted from each running bill of the contractor till sum will amount to security deposit of 2.5% of the tendered value of the work. In addition the contractor shall be required to deposit an amount equal to 2.5% of the tendered value of the contract as performance security within the period prescribed for commencement of work in letter of award issued to him. However, security deposit may be released against bank guarantee issued by a scheduled bank of its accumulation to a minimum amount of Rs.5 lakhs subject to the condition that amount of any bank guarantee except last one, shall not be less than Rs.5 lakhs.

46. SUB CONTRACTORS:

The contractor shall within fifteen days, after the date of award of this contract notify the Engineer in writing of the names of all subcontractors proposed for the work and the extent and character of the work to be done by each. If, for sufficient reason, at any time during the progress of the work, the Engineer determines that any sub- contractor is incompetent or undesirable, who will notify the contractor accordingly and the contractor shall take steps immediately to cancel such sub-contract. Subletting by contractors shall be subject to the same regulations. Nothing contained in this contract shall create any contractual relations between any subcontractor and the department.

47. PAST EXPERIENCES:

Contractors shall submit along with the tender details of their past experience in execution of large works, including value of each work and name of clients, place of execution and other relevant information.

48. Works Contract Tax – Provisions for works contract after taking into account TNVAT act 2006-DELETED

49. DEDUCTION OF INCOME TAX:

As per Section 194 (C) of Income Tax Act, as amended by letter No. 275/9£, 72/9- TJ (Circular No.86) dated 19-5-1972 received from Ministry of Finance (Department of Revenue and Insurance), New Delhi, the Income Tax @ 2% (two percent only) and 2.5% (Two point five percent only) surcharge and 2% education cess on IT and surcharge on income tax as applicable

on the gross value of the work done will be recovered from the bills. A certificate for the amount so recovered will be issued by the Department to the contractor.

50. LIST OF WORKS CARRIED OUT BY TENDERERS:

The tenderer shall also submit along with a tender “a list of works” and also the appropriate cost of each work carried out by him in the past for different Government Department or Public bodies. notify the contractor thereof in writing.

51. GOVERNMENT LABOUR ACTS/LAWS:

The contractor has to follow strictly the Government Labour Acts, which are in force at present and introduced from time to time, such as, Acts enforced by Regional Provident Fund Commissioner. Directorate of ESIS and Enforcement Officer of Contract Labour Act, and all necessary arrangement for labour, security insurance will have to be made by the Contactor at his own cost.

SECTION IV CONDITIONS OF CONTRACT

DEFINITIONS :

1. The ‘**Contract**’ means the documents forming the tender and acceptance thereof and the formal agreement executed between 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 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.
 - a. 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.
 - b. The ‘**Site**’ shall mean the land and/or other places on, into or through which work is to be executed under the contract or any adjacent land, path or street through which work is to be executed under the contract or any adjacent land, path or street which may be allotted or used for the purpose of carrying out the contract.
 - c. The ‘**Contractor**’ shall mean the individual or firm or company whether incorporated or not undertaking the works and shall include the legal personnel representative or 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 or firm or firms or company.
 - d. The ‘**President**’ means the President of India and his successors.
 - e. The ‘**Chief Engineer**’ means the Chief Engineer or the Director, Indira Gandhi Centre for Atomic Research, Kalpakkam. The ‘**Engineer-in-Charge**’ means the authorized representative of Chief Engineer or Additional Chief Engineer or, Head as the case may be of the MC&MFCG Indira Gandhi Centre for Atomic Research, Kalpakkam who shall supervise and be in-charge of the work and who shall sign the contract on behalf of the President.
 - f. ‘**Government**’ or ‘**Government of India**’ shall mean the President of India.
 - g. The term C.E. represents Chief Engineer, of the Director, Indira Gandhi Centre for Atomic Research, Kalpakkam.
 - h. 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 to cover all overheads and profits.
 - i. ‘**Contract Price**’ means the sum named in the Tender subject to such additions there to or deductions there from as may be made under the provisions herein before contained.

- j. Temporary Work' means all temporary works of every kind required in or about the execution, completion and maintenance of the works.
- k. Words imparting the singular number includes the plural number and vice versa according to the context.
- l. 'Tendered Value' means the value of the entire work as stipulated in the letter of award.
3. Where the context so requires, words imparting the singular only also include the plural and vice versa. Any reference to masculine gender shall whenever required include feminine gender and vice versa.
4. Headings and Marginal notes to these General Conditions of Contract shall not be deemed to form part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.
5. The contractor shall be furnished, free of cost one certified copy of the contract documents except standard specifications, Schedule of Quantities 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.
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 shall, unless otherwise stated, be held to include wastage on materials, carriage and cartage, carrying and return of empties, hoisting, setting, fitting and fixing in position and all other labours necessary in and for the full and entire execution and completion of the work as aforesaid in accordance with good practice and recognized principles.
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.
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) Specifications.
 - v) Indian Standard Specifications of B.I.S.

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

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

9) The successful tenderer/contractor, on acceptance of his tender by the Accepting Authority shall, within 15 days from the stipulated date of start of 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 form as mentioned in Tender consisting of:

a) Various standard clauses with corrections up to the date along with annexure thereto.

b) Specification for various items of work.

c) IGCAR safety code for contract works. (Annexure I)

d) Model Rules for the protection of health, sanitary arrangements for workers employed by IGCAR or its contractors. (Annexure II)

e) DAE contractor's Labour Regulations. (Annexure III & IV)

CONDITIONS OF CONTRACT

CLAUSE 1 : PERFORMANCE GUARANTEE:

i) The contractor shall submit an irrevocable Performance Guarantee of 5% (Five percent) of the **tendered amount** in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement, (not withstanding and/or without prejudice to any other provisions in the contract) within period specified in Schedule 'F' from the date of issue of letter of acceptance. This period can be further extended by the Engineer-in-charge upto 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 Government Securities or fixed deposit receipts or Guarantee Bonds of any Scheduled Bank/Banker's cheque of any scheduled bank/ or the State Bank of India in accordance with the form annexed as Appendix-'A' 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 upto 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.

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 (notwithstanding 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 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 provisions 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.

(C)APPENDIX – ‘A’

FORM OF PERFORMANCE SECURITY BANK GUARANTEE BOND

In consideration of the President of India (hereinafter called “The Government”) having agreed under the terms and conditions of agreement

No.....Dated made between.....and.....

(hereinafter called “the said contractor(s)”.....For the work (hereinafter called “the said agreement”) having agreed to production of a irrevocable Bank Guarantee for Rs..... (Rupees only) as a security / guarantee from

the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement.

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

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

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

4. We..... (Name of Bank)..... further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the

Government under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Engineer-in- Charge on behalf of the Government certifies that terms and conditions of the said agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this Guarantee.

5. We..... (Name of Bank).....further agree with the Government that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time

to time any of the powers exercisable by the Government against the said contractor(s) and forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor(s) or for any forbearance, act of omission on the part of the Government or any indulgence by the Government to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

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

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

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

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

CLAUSE 1-A: RECOVERY OF SECURITY DEPOSIT:

The person/ persons whose tender(s) may be accepted (hereinafter called the contractor) shall permit Government at the time of making any payment to him for work done under the contract to deduct a sum at the rate **of 2.5%** of the gross amount of each running bill till the sum will amount to security deposit of **5% of the tendered** value of the work. Such deductions will be made and held by Government by way of Security Deposit unless he has / they 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 compensation or the other sums of money payable by the contractor under the terms of this contract may be deducted from, or paid by the sale of a sufficient part of his security deposit or from the interest arising there from, or from any sums which may be due to or may become due to the contractor by Government on any account whatsoever and in the event of his Security Deposit being reduced by reason of any such deductions or sale as aforesaid, the contractor shall within 10 days make good in cash or fixed deposit receipt tendered by the State Bank of India or by scheduled banks or Government Securities (if deposited for more than 12 months) endorsed in favour of the Pay & Accounts Officer, IGCAR, any sum or sums which may have been deducted from, or raised by sale of his security deposit or any part thereof. The security deposit shall be collected from the running bills of the contractor at the rates mentioned above and the Earnest Money if deposited in cash at the time of tenders will be treated a part of the Security Deposit.

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 lakhs subject to the condition that amount of such bank guarantee, except last one, shall not be less than 5 lakhs.

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 papers would be ascertained by the Engineer-in-charge at the time of collection of interest and the amount of interest to the extent of deficiency in value of the Government paper will be withheld if necessary.

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

NOTE 3: Note 1 & 2 above shall be applicable for both Clauses 1& 1A

CLAUSE 2 : COMPENSATION FOR DELAY

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

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

i) Compensation for delay of work - @1.5% per month of delay to be computed on per day basis.

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

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

CLAUSE 2A: INCENTIVE FOR EARLY COMPLETION

In case the contractor completes the work ahead of scheduled completion time, a bonus @ 1% (one percent) 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 percent) of the tendered value. The amount of bonus, if payable, shall be paid along with final bill after completion of work. Provided always that provision of the Clause 2A shall be applicable only when so provided in “Schedule F”.

CLAUSE 3: DETERMINATION OF CONTRACT: POWERS OF ENGINEERS-IN-CHARGE:

Subject to other provisions contained in this clause, the Engineer-in-Charge may, without prejudice to his any other right or remedy against the contractor in respect of any delay, inferior workmanship, otherwise or to any claim for damage and / or any other provisions of this contract or otherwise and whether the date for 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 skilled like manner shall omit to comply with the requirements of such notice for a period of seven days thereafter.
- ii) If the contractor has, without reasonable cause, suspended the progress of the work or has failed to proceed with the work with due diligence so that in the opinion of the Engineer-in-Charge (which shall be final and binding) he will be unable to secure completion 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 with in the stipulated date or items of work with individual date of completion, if any stipulated, on or before such date(s) of completion and does not complete them within the period specified in a notice given in writing in that behalf by the Engineer-in- Charge.
- iv) If the contractor persistently neglects to carry out his obligations under the contract and/ or commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it with in 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 for borne 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 shall obtain a contract with government as a result of wrong tendering or other non-bonafide methods of competitive tendering; or
- viii) If the contractor being 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 conveyances 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 contract shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days.
- xi) If the contractor assigns, transfers, sublets (Engagement of labour on a piece work basis or of labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or otherwise parts with or attempts to assign, transfer, sublet or otherwise parts with the entire works or any portion thereof without the prior written approval of the Engineer-in-charge.
- xii) If the work is not started by the contractor within 1/8th of the stipulated time. 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 or rescind the contract as aforesaid (of which termination or rescission notice in writing to the contractor under the hand of the Engineer-in Charge shall be conclusive evidence). Upon such determination or rescission the earnest money deposit, security deposit already recovered and performance guarantee of the contractor shall be liable to be forfeited and shall be absolutely at the disposal of 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 contract to complete the work. The contractor, whose work is determined or rescinded as above, shall not be allowed

to participate in the tendering process for the balance work.

In the event of above courses being adopted by the Engineer-in Charge the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any materials or entered into any engagements or made any advances on account or with a view to the execution of the work or the performance of the contract. And in case action is taken under any of the provisions 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 : WORK CANNOT BE STARTED EITHER PARTY MAY CLOSE THE CONTRACT

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, either party may close the contract. In such eventuality, the Earnest Money Deposit and the Performance Guarantee of the contractor shall be refunded, but no payment on account of interest, loss of profit or damages etc. shall be payable at all.

CLAUSE4 :CONTRACTOR LIABLE TO PAY COMPENSATION EVEN IF ACTION NOT TAKEN UNDER CLAUSE3.

Contractor liable to pay compensation even if action not taken under Clause 3, Powers to take possession of or require removal of or sell contractor's plant.

In any case in which any of the powers conferred upon the Engineer-in-Charge by clause 3 there of, shall have become exercisable and the same shall not be 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 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, otherwise the Engineer-in-Charge by notice in writing may order the contractor, or his clerk of the works, foreman or other authorised 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 at his risk in all respects and the certificate of the Engineer-in-Charge as to the expense of any such removal and the amount of the proceeds and expense of any such sale shall be final and conclusive against the contractor.

CLAUSE 4A: CLAIM FOR IDLE LABOUR –DELETED

CLAUSE 5 : TIME AND EXTENSION FOR DELAY

The time allowed for execution of the Works as specified in the Schedule “F” or the extended time in accordance with these conditions shall be the essence of the Contract. The execution of the works shall commence from such time period as mentioned in Schedule “F” or from the date of handing over of the site whichever is later. If the Contractor commits default in commencing the execution of the work as aforesaid, Government shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the earnest money & performance guarantee absolutely.

5.1 As soon as possible after the Contract is concluded the Contractor shall submit a Time and Progress Chart for each milestone and get it approved by the Department. 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 Schedule “F”.

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

V. Non-availability of stores, which are the responsibility of Government to supply or

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

VII. Any other cause which in the absolute discretion of the Engineer-in charge is beyond the Contractor’s control.

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

5.3 Request for rescheduling of mile stones and extension of time to be eligible for consideration, shall be made by the Contractor in writing within fourteen days of the happening of the event causing delay on the prescribed form. The Contractor may also, if practicable, indicate in such a request the period for which extension is desired.

5.4 In any such case the Engineer-in-charge may give a fair and reasonable extension of time and

reschedule the mile stones for completion of work. Such extension shall be communicated to the Contractor by the Engineer in-Charge in writing, within 3 months of the date of receipt of such request. Non application by the contractor for extension of time shall not be a bar for giving a fair and reasonable extension by the Engineer-in- Charge and this shall be binding on the contractor.

CLAUSE 6 : MEASUREMENTS OF THE WORK DONE

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

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

All measurements and levels shall be taken jointly by the Engineer-in-Charge or his authorized representative and by the contractor or his authorised 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 stipulate herein above shall be applicable to such checking of measurements or levels. It is also a term of this contract that recording of measurements of any item of work in the measurement book and/or its payment in the interim, on account or final bill shall not be considered as conclusive evidence as to the sufficiency of any work or material to which it relates nor shall it relieve the contractor from liabilities from any over measurement or defects noticed till completion of the defects liability period.

CLAUSE 6A : COMPUTERIZED MEASUREMENT BOOK:

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

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

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

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

The final, fair, computerized measurement book given by the contractor, duly bound, with its pages machine numbered, should be 100% correct, and no cutting or over- writing in the measurements would thereafter be allowed. If at all any errors 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 Divisional Office for payment. The contractor shall submit

two spare copies of such computerized MBs 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 charges, 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 materials to which it relates not shall it relieve the contractor from liabilities from any over measurement or defects noticed till completion of the defects liability period.

CLAUSE 7: PAYMENT ON INTERMEDIATE CERTIFICATE TO BE REGARDED AS ADVANCES.

No payment shall be made for work, estimated to cost Rs. Twenty thousand or less till after the whole of the work shall have been completed and certificate of completion given. For works estimated to cost over Rs. Twenty thousand 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, Engineer-in-Charge shall prepare or cause to be prepared such bills in which event 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 signing of contractor on the measurements prepared by department together with the account of the material issued by the department or dismantled materials, if any. In the case of works outside the headquarters of the Engineer-in-Charge, the period of ten working days will be extended to fifteen working days.

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

CLAUSE 8: COMPLETION CERTIFICATE AND COMPLETION PLANS

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

CLAUSE 8A: CONTRACTOR TO KEEP SITE CLEAN

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

CLAUSE 8B: COMPLETION PLANS TO BE SUBMITTED BY THE CONTRACTOR

The contractor shall submit completion plan as required vide General Specifications for 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 sum equivalent to 2.5% of the value of the work subject to a ceiling of Rs.15,000 (Rs. Fifteen thousand only) 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.

CLAUSE 9 : PAYMENT OF FINAL BILL

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

5.4.1 If the Tendered value of work is up to Rs.15 Lakhs - 3 months

5.4.2 If the Tendered value of work exceeds Rs.15 Lakhs - 6 months

CLAUSE 9A : PAYMENT OF CONTRACTOR'S BILLS TO BANK

Payments due to the contractor may if so desired by him be made to his bank 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 to receive payments and (2) his own acceptance of the correctness of the account made out as being due to him by Government or his signature on the bills or other claim preferred against Government before settlement by the Engineer-in-Charge of the account or claim by payment to the bank. While the receipt given by such banks shall constitute a full and sufficient discharge for the payment, the contractor should wherever possible present his bills duly receipted and discharged through his bankers.

Nothing herein contained shall operate to create in favour of the bank any rights or equities vis-à-vis the President.

CLAUSE 10 : MATERIALS SUPPLIED BY GOVERNMENT

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

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

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

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

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

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

within the aforesaid period, then the contractor shall be bound to do so much of the work as may be possible with the materials and stores supplied in the aforesaid period. For the completion of the rest of the work, the contractor shall be entitled to such extension of time as may be determined by the Engineer-in-Charge whose decision in this regard shall be final and binding on the contractor.

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

CLAUSE 10A : MATERIALS TO BE PROVIDED BY THE CONTRACTOR

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

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

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

The contractor shall, at his risk and cost, make all arrangements and shall provide all facilities as the Engineer-in-Charge may require for collecting and preparing the required number of samples for such tests at such time and to such place or places as may be directed by the Engineer-in-Charge and bear all charges and cost of testing unless specifically provided for otherwise elsewhere in the contract or specifications. Engineer-in-Charge or his authorised 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.

CLAUSE 10B

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

CLAUSE 10B (i): SECURED ADVANCE ON NON-PERISHABLE MATERIALS

The contractor, on signing an Indenture in the form to be specified by the Engineer-in-charge, shall be entitled to be paid during the progress of the execution of the work upto 90% 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 stores 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 advances 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.

CLAUSE 10B(ii) : MOBILISATION ADVANCE

Mobilization advance not exceeding 10% of the tendered value may be given, if requested by the contractor in writing within one month of the order to commence the work. In such a case, the contractor shall execute a Bank guarantee bond from a scheduled nationalized bank as specified by the Engineer-in-charge for the full amount of such advance is released. Such advance shall be in two or more

installments to be determined by the Engineer-in-charge at his absolute 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.

Provided always that provision of clause 10B (ii) shall be applicable only when so provided in schedule "F"

CLAUSE 10B (iii) : PLANT MACHINERY & SHUTTERING MATERIAL ADVANCE

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% 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 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 percent of such amount of advance shall be paid after the plant & equipment is brought to site and balance twenty five percent successfully commissioning the same.

Leasing of equipment shall be considered on par with purchase of equipment and shall be covered by the 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 work; (b) and are in 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 falling 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 insurer will be borne by the contractor.

CLAUSE 10B (iv) : INTEREST & RECOVERY

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

eighty percent of the gross value of the contract is executed and paid, together with interest due on the entire outstanding amount upto the date of recovery of the installment. If the circumstances are considered reasonably 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.

The said bank guarantee for advances shall initially be made for the full amount and valid for the contract period, and be kept renewed from time to time to cover the balance amount and likely period of complete recovery together with interest

CLAUSE 10C: PAYMENT ON ACCOUNT OF INCREASE IN PRICES/WAGES DUE TO STATUTORY ORDER(S) - DELETED

CLAUSE 10CA: Payment due to VARIATION IN PRICES OF MATERIALS AFTER RECEIPT OF TENDER

If, after submission of the tender, the price of material specified in Schedule “F” increases/decreases beyond the price(s) prevailing at the time of the last stipulated date for receipt of tenders (including extensions, if any) 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 the work done/during the justified period extended as above, it will be limited to indices prevailing at the time of stipulated date of completion or as prevailing for the period under consideration, whichever is less.

The increase / decrease in prices shall be determined by the All India Wholesale Price Indices of materials as published by Economic Adviser to Government of India, Ministry of Commerce and Industry and base price for cement and/or steel reinforcement bars as issued under authority of Engineer-in charge as valid in the last stipulated date of receipt of tender, including extension, if any, and for the period under consideration incase, price index of a particular material is not issued by Ministry of Commerce & Industry, then the price index of nearest similar materials is indicated in Schedule “F” shall be followed.

The amount of the contract shall accordingly be varied for cement and/or steel reinforcement bars and will be worked out as per the formula given below for individual material:

a) Adjustment for component of individual material: $V = P \times Q \times (CI - CI_o)$

CI_o

Where,

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

P: Base price of material as issued under authority of Engineer-in charge, valid at the time of the last stipulated date of receipt of tender including extensions, if any.

Q: Quantity of material used in the works since previous bill.

CIo: All India whole sale price index for material as Published by the Economic Advisor to Government of India, Ministry of Industry and Commerce as valid on the last stipulated date of receipt of tenders including extensions, if any.

CI: All India whole sale price Index for material for period under consideration as published by Economic Advisor to Government of India, Ministry of Industry and Commerce.

(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 stipulated date of completion or the prevailing index of the period under consideration, whichever is less, shall be considered)

CLAUSE 10 (CC): PAYMENT DUE TO INCREASE / DECREASE IN PRICES /WAGES AFTER RECEIPT OF TENDER FOR WORKS

If the prices of materials (not being materials supplied or services rendered at fixed prices by the department in accordance with clause 10 & 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. However, for the work done during the justified period extended as above, the compensation as detailed below will be limited to prices/wages prevailing at the time of stipulated date of completion or as prevailing for the period under consideration, whichever is less. 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 the escalation will be payable shall be reckoned as below:

a) Gross value of work done upto this quarter.....(A)

b) Gross value of work done upto the last quarter (B)

c) Gross value of work done since previous quarter (A-B)(C)

d) Full assessed value of Secured Advance fresh paid in this quarter :(D)

e) Full assessed value of Secured Advance recovered in this quarter :(E)

f) Full assessed value of Secured Advance for which escalation is 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 (GH)

j) Extra items/deviated quantities of item paid as per Clause 12 based on prevailing market rates

during this quarter (J)

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

$N = 0.75 \times M$

k) Less cost of material supplied by the Department as per Clause 10 and recovered during the quarter. (K)

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

Cost of work for which escalation is applicable $W = N - (K + L)$

(iii) Components of CEMENT, STEEL, materials, labour, P.O.L., etc. shall be pre-determined for every work and incorporated in the special conditions of contract attached (to the tender paper) here-in-after. The decision of the Engineer-in-Charge in working out such percentages shall be binding on the contractors.

(iv) The compensation for escalation for CEMENT, STEEL, materials and P.O.L. shall be worked as per the formulae given below:

a) Adjustment for component of "Cement" $C_{Io} C_{Io} C_I X_c W V_c - \times \times = 100$

Vc: Variation in cement 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.

Xc: Component of cement expressed as percent of the total value of work.

CI: All India Wholesale price Index for cement for the period under consideration as published by the Economic Advisor to Government of India, Ministry of Industry & Commerce. (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 stipulated date of completion or the prevailing index of the period under consideration, whichever is less, shall be considered).

CI0: All India Whole Sale Price Index for Cement as published by the Economic Adviser to Government of India, Ministry of Industry and Commerce as valid on the last stipulated date of receipt of tenders including extension, if any.

b) Adjustment for component of "Steel" $S_{Io} S_{Io} S_I X_s W V_s - \times \times = 100$

VS: Variation in steel 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 above.

XS: Component of steel expressed in percent to the total value of work. (as indicated under Para 21 of special conditions of contract).

SI: All India Wholesale Price Index for steel (bars & rods) for the period under consideration as published by Economic Advisor to the Government of India, Ministry of Industry & Commerce. However, the Price Index shall be minimum of the following:-(i) Index for the month when the last consignment of steel reinforcement for the stipulated contract period is over.

(ii) Index for the month by which half of the stipulated contract period is over.

(iii) Index for the period under consideration. For the justified period extended under the provisions of clause 5 of the contract, without any action under clause 2, the same principle as for the period within stipulated period of completion, will apply. a) For the month when the last consignment of steel reinforcement for the work is procured or

b) For the month in which half of the stipulated contract period is over. Whichever of these two is earlier.

SI0 : All India Whole Sale Price Index for Steel (Bar & Rods) published by the Economic Adviser to Government of India, Ministry of Industry and Commerce New Delhi, as valid on the last stipulated date of receipt of tender including extension, if any.

c) Adjustment for component of “Material” (except cement & steel / electrical component of construction material)

$$Mio MIo MI X W V M M - \times \times = 100$$

VM: Variation in Materials cost i.e. increase or decrease in the amount in rupees to be W: Cost of work done, worked out as indicated in sub Para (ii) of above.

XM: Component of Materials 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 Government 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 stipulated date of completion or the prevailing index of the period under consideration, which ever is less, shall be considered).

MI0 : All India Whole Sale Price Index for civil component / electrical component of construction materials as worked out on the basis of All India whole sale 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 Adviser to Government of India, Ministry of Industry and Commerce, and applying weightages to Individual Commodities / group Items

d) Adjustment for component of “POL”

$$FIo FIo FI Z W VF - \times \times =$$

VF: Variation in cost of Fuel, Oil and Lubricant i.e. increase or decrease in the amount in rupees to be paid or recovered.

W: Value of work done, worked out as indicated in sub Para (ii) of clause 10CC.

Z: Component of Fuel, Oil and Lubricant expressed as percent of the total value of work.

FI: All India Wholesale Price Index for Fuel, Oil & Lubricant for the period under consideration as published by Economic Advisor to Government of India, Ministry of Industry & Commerce, New Delhi.

(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 stipulated date of completion or the prevailing index of the period under consideration, whichever is less, shall be considered).

FI0: All India Whole Sale Price Index for Fuel, Oil and Lubricant as published by the Economic Adviser to Government of India, Ministry of Industry and Commerce, New Delhi valid on the last stipulated date of receipt of tender including extension, if any.

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 as per bills paid during the three calendar months of the said quarter. The first such payment shall be made at the end of three months after the month (excluding) in which the 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 actual date of completion.

(b) The index (MI / FI etc.) relevant to any quarter / period 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 & 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:

$$\frac{L_0 - L_1}{L_1} \times \frac{Y - W}{W} \times VL = 100$$

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 percent of the total value of the work

L10: 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.

L1: 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 stipulated date of Completion or the minimum wage prevailing on the last date of quarter previous to the one under consideration, whichever is less, shall be considered.)

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 Male 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 and/or P.O.L. 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 variation in minimum wages of any category of labour, for the purpose of this clause, the variation in the rate for an unskilled adult Male Mazdoor alone shall form the basis for working out the escalation compensation payable on the labour component.

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

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

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

ix) Provided always that the provision of the preceding 10 CA shall not be applicable for contracts where provisions of this clause are applicable, but in cases where provisions of this clause are not applicable, the provisions of Clause 10 CA will become applicable.

CLAUSE 10D : DISMANTLED MATERIALS GOVT. PROPERTY:

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

CLAUSE 11 : WORK TO BE EXECUTED AS PER SPECIFICATIONS, DRAWINGS, ORDERS, ETC.

The contractor shall execute the whole and every part of the work in the most substantial and workman like manner and 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 designs, 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, design, drawings and instructions as or not included in the standard specifications of DAE,

CPWD,BIS, Indian standards specified in Schedule “F” or in any Bureau of Indian Standard or any other, public standard or code or schedule of rates or any other printed publications 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 for such execution and maintenance in so far as the necessary for providing these, is specified or is reasonably inferred from the contract. The contractor shall take full responsibility for adequacy, suitability and safety of all the works and methods of construction

CLAUSE 12 : DEVIATIONS / VARIATIONS : EXTENT AND PRICING

The Engineer-in-Charge shall have power (i) to make alteration in, omissions from, additions to or substitution for the original specifications, drawings, designs and instructions that may appear to him to be necessarily 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, substitutions shall form part of the contract as if originally provided therein and any altered, additional or substituted work which the contractor may be directed to do in the manner specified above as part of the works shall be carried out by the contractor on the same conditions in all respects including price on which he agreed to do the main work except as hereafter provided.

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

(i) In the proportion which the additional cost of the altered, additional or substituted work, bears to the original tendered value, plus (ii) 25% of the time calculated in (i) above or such further additional time as may be considered reasonable by the Engineer- in-Charge.

12.2 : DEVIATION, EXTRA ITEMS AND PRICING

In the case of extra item(s), the contractor may within fifteen days of receipt of order or occurrence of the item(s) claim rates, supported by proper analysis, for the work and the engineer-in-charge shall within one month 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. In the case of substituted items, the rate for the agreement items (to be substituted) and substituted item shall also be determined in the manner as mentioned in the aforesaid para:

a) DEVIATION, SUBSTITUTED ITEMS PRICING

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 rate 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 rate of substituted item and the agreement item (to be substituted).

DEVIATION, DEVIATED QUANTITIES, PRICING

In the case of contract items, substituted items, contract cum substituted items, which exceed the deviation limit mentioned below, the contractor may within fifteen days of receipt of order or occurrence of the excess, claims 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 one month of receipt of the claims supported by analysis, after giving consideration 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.

12.3 : The provisions of the preceding paragraph shall also apply to the decrease in the rates of items for the works in excess of the deviation limits as given below, 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 of the work in question within one month of the expiry of the said period of fifteen days having regard to the market rates.

12.4 : The contractor shall send to the Engineer-in-Charge once every three months an upto date account giving complete details of all claims for additional payments to which the contractor may consider himself entitled as an all additional work ordered by the Engineer-in-Charge, which he has executed during the preceding quarter failing which the contractor shall be deemed to have waived his right. However, the Engineer-in- Charge may at consideration of such claims on merits.

12.5 : For the purpose of operation of Schedule “F”, the following works shall be treated as works relating to foundations:

- i) For buildings, compound walls, plinth level or 1.2 metres (4 feet) above ground level whichever is Lower than excluding items of flooring and D.P.C but including base concrete below the floors.
- ii) For abutments, piers, retaining walls of culverts and bridges, walls of water reservoirs: the bed of floor level.
- iii) For retaining walls where floor level is not determinate: 1.2 metres above the average ground level or bed level.
- iv) For roads: All items of excavations and filling including treatment of sub-base.

12.6 : Any operation incidental to or necessarily has to be in contemplation of tenderer while filling tenders, 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 schedule of rates, as the case may be, Nothing extra shall be admissible for such operations.

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

If at any time after acceptance of the tender Government shall decide to abandon or reduce the scope of the work for any reason whatsoever and hence not require the whole or any part of the works to be carried out, the Engineer-in-charge shall give notice in writing to that effect to the contractor and the contractor shall act accordingly in the matter. The contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.

The contractor shall be paid at contract rates full amount for works executed at site and in addition, a reasonable amount as certified by the Engineer-in-charge for the items hereunder mentioned which could not be utilised 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.

CLAUSE 14 : CANCELLATION OF CONTRACT IN FULL OR PART

Deleted (Merged with clause 3)

CLAUSE 15 : SUSPENSION OF WORK

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

- (a) on account of any default on the part of the contractor or;
- (b) for proper execution of the works or part thereof for reasons other than the default of the contractor; or
- (c) for safety of the works or part thereof. The contractor shall, during such suspension, properly protect and secure the works to the extent necessary and carry out the instructions given in that behalf by the Engineer-in-Charge.

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

- (a) the contractor shall be entitled to an extension of time equal to the period of every such suspension PLUS 25%, for completion of the item or group of items of work for which a separate period of completion is specified in the contract and of which the suspended work forms a part, and;
- (b) If the total period of all such suspensions in respect of an item or group of items of 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 reasons (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 have 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, an abandonment of the works by Government, shall within ten days of expiry of such period of 15 days give notice in writing of his intention to the Engineer- in-Charge. In the event of the contractor treating the suspension as an abandonment of the contract by Government, he shall have no claim to payment of any compensation on account of any profit or advantage which he might have derived from the execution of the work in full but which he could not derive in consequence of the abandonment. He shall, however, be entitled to such compensation, as the Engineer-in-Charge may consider reasonable, in respect of salaries and/or wages paid by him to his employees and labour at site, remaining idle in consequence adding to the total thereof 2% to cover indirect expenses of the contractor provided the contractor submits his claim supported by details to the Engineer-in-Charge within 30 days of the expiry of the period of 3 months.

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

CLAUSE 16 : ACTION IN CASE WORK NOT DONE AS PER SPECIFICATIONS :

All works under or in course of execution or executed in pursuance of the contract shall at all times be open and accessible to the inspection and supervision of the Engineer-in- Charge, his authorised 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 authorised subordinates in charge of the work or to the Chief Engineer in charge of Quality Assurance cell or his subordinate officers or the officers of the organization engaged by the Department of 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.10Lakh 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 Schedule "F" may consider reasonable during the preparation of on account bills or final bill if the item is so acceptable without detriment to the safety and utility of the item and the structure or he may reject the work outright without any payment and/or get it and other connected and incidental items rectified, or removed and re-executed at the risk and cost of the contractor. Decision of the Engineer-in-Charge to be conveyed in writing in respect of the same will be final and binding on the contractor.

CLAUSE 17 : CONTRACTOR LIABLE FOR DAMAGES, DEFECTS DURING MAINTENANCE PERIOD

If the contractor or his working people or servants shall break, deface, injure or destroy any part of building in which they may be working, or any building, road, road kerb, fence, enclosure, water pipe, cables, drains, electric or telephone post or wires, trees, grass or grassland, or cultivated ground contiguous to the premises on which the work or any part of it 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 12 months (6 months in the case of work costing Rs. 10,00,000/- 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 12 months (6 months in the case of work costing Rs. 10,00,000/- 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 the liabilities of the contractor under this contract, half of the security deposit will be refundable after 6 months and the remaining half after 12 months of the issue of the said certificate of completion or till the final bill has been prepared and passed whichever is later. Performance Security shall be refunded to the contractor after completion of the work and recording the completion certificate.

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

CLAUSE 18: CONTRACTOR TO SUPPLY TOOLS, PLANTS.

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 of this other plant, tools, appliances, implements, ladders, cordage, tackle, scaffoldings and temporary works requisite or proper for the proper execution of the work, whether original, altered or substituted and whether included in the specification 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 in the measurement or 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 the contract and/or from his security deposit or the proceeds of sale thereof, or of sufficient portions thereof.

CLAUSE 18A: RECOVERY OF COMPENSATION PAID TO WORKMAN

In every case in which by virtue of the provisions of section 12 sub-section (1) 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 Section 12, sub-section (2) of section 12 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 section (1) of 12, sub-section the said Act, except on the written request of the contractor and upon his giving to Government full security for all costs for which Government might become liable in consequence of contesting such claim.

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

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 19 H or under the DAE Contractor's Labour Regulations, or under the rules framed by Government from time to time for the protection of health and sanitary arrangements for workers employed by Department of Atomic Energy 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 Section 20, sub-section (2) and Section 21, sub-section (4) 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 agreement or otherwise. Government shall not be bound to contest any claim made against it under Section 20, sub-section (1) and section 21, sub-section (4) of the said Act, except on the written request of the contractor and upon his giving to the Government full security for all costs for which Government might become liable in contesting such claim.

CLAUSE 19: LABOUR LAWS TO BE COMPLIED BY THE CONTRACTOR

The contractor shall obtain a valid license under the Contract Labour (R & A) Act, 1970 and the Contract Labour (Regulation and Abolition) Central Rules, 1971, before the commencement of the work, and continue to have a valid license until the completion of the work. The contractor shall also abide by the provision of the Child Labour (Prohibition & Regulation) Act-1986. The contractor shall also comply with the provisions of the building and other Construction Workers (Regulation of Employment & Conditions of Service) Act, 1996 and the building and other Construction Workers Welfare Cess Act, 1996. Any failure to fulfill these requirements shall attract the penal provisions of this contract arising out of the resultant non-execution of the work.

CLAUSE 19A: NO LABOUR BELOW 18 YEARS

No labour below the age of 18 (Eighteen) years shall be employed on the work.

CLAUSE 19B: PAYMENT OF WAGES

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

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

iii) In respect of all labour directly or indirectly employed in the works for performance of the contractor's part of this agreement, the contractor shall comply with or cause to be complied with the DAE Contractor 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 unauthorisedly made, maintenance of wage books or wage slips, publication of scale of wages and other terms of employment, inspection and submission of periodical returns and all other matters of the like nature or as per the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and the Contract Labour (Regulation and Abolition) Central Rules 1971, wherever applicable.

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

iv-b) Under the provisions of the minimum wages (Central) Rules, 1950, the contractor is bound to allow to the labours directly or indirectly employed in the works one day's rest for six 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 holiday to any labourer, and pay the same to the persons entitled thereto from any money due to the contractor by the Engineer-in- Charge.

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 Benefit Act, 1961 and the Contractor's Labour (Regulation and Abolition) Act, 1970 or the modifications thereof or any other laws relating thereto and the rules made there under from time to time.

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

vii) The regulations 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 wages for the time being, or the wage payable is higher than such wages, such wage shall be paid by the contractor to the workman directly without the intervention of Jamadar and that Jamadar shall not be entitle to deduct or recover any amount from the minimum wage payable to the workman 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 workman.

CLAUSE - 19B (1) : Additional Liabilities if any in complying with the provisions of clause 19 (B) (i) to (ix) shall be entirely to the contractor's account.

CLAUSE-19C : SAFTY PROVISIONS FOR LABOUR & PENALTY ON DEFAULT

In respect of all labour directly or indirectly employed in the work for the performance of the contractors part of this agreement, the contractor shall at his own expense arrange for the safety provisions as per DAE 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 arrangements 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 19D :

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

1. The number of labourers employed by him on the work.
2. Their working hours.
3. The wages paid to them.
4. The accidents that occurred during the said 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 19 F 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 Engineer-in-Charge shall be final in deducting from any bill due to the contractor the amount levied as fine and be binding on the contractor.

CLAUSE 19E: HEALTH AND SANITARY ARRANGEMENTS FOR WORKERS

In respect of all labour directly or indirectly employed in the works for the performance of the contractors part of this agreement, 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 Department of Atomic Energy and its contractors.

CLAUSE 19F : Leave and pay during leave shall be regulated as follows:

1) LEAVE

- i) In case of delivery : maternity leave not exceeding 8 weeks, 4 weeks upto 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 the total wages earned on the days when full time work was done during a period of 3 months immediately preceding the date on which she gives notice that she expects to be confined or at the rate of Rs. - only a day whichever is greater.
- ii) In case of miscarriage : leave pay at the rate of average daily earnings calculated on the total wages earned on the days when full time work was done during a period of 3 months immediately preceding the date of such miscarriage.

CLAUSE 19G :

In the event of the contractor(s) committing a default or breach of any of the provisions of the D.A.E. Contractor's Labour Regulations and Model Rules and provisions of Contract Labour (R&A) Act 1970, and Central Labour (R&A) Central Rules, 1971, 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, filling 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% 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 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 with in a reasonable time to be specified in the notice. If the contractor(s) shall fail within the period specified in the notice to comply with and/or observe the said Rules and to provide the amenities to the work-people as aforesaid, the Engineer-in-Charge shall have the power to provide the amenities here-in-before mentioned at the cost of the contractor(s).

The contractor(s) shall erect, make and maintain at his/their own expense according 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 standard, and if the contractor(s) shall fail to remodel or reconstruct such huts and sanitary arrangements according to approved standards within the period specified in the notice, the Engineer-in-Charge shall have the power to remodel or reconstruct such huts and sanitary arrangements according to approved standards at the cost of the contractor(s).

CLAUSE 19H:

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

1. a) The minimum height of each hut at the eaves level shall be 2.10 m. and the floor area to be provided will be at the rate of 2.7 Sq.m. 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 1.80 m. x 1.50 m 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.

2. 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 katcha but plastered with mud gobri and shall be at least 15 cm. 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 7.2 m between the rows of huts which may be reduced to 6 m according to the availability of site with approval of the Engineer-in-Charge. Back to back construction will be allowed.

3. Water Supply : The contractor(s) shall provide adequate supply of water for the use of labourers. The provision shall not be less than 10 Ltrs. of pure and wholesome water per head per day for drinking purposes and 15 Ltrs. 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 rivers, 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.

4. The site selected for the camp shall be high ground, removed from jungle.

5. 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 8 seats in case of dry system.

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

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

8. 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.

CLAUSE 19J :

It shall be the responsibility of the contractors to see that the building under construction is not occupied by anybody unauthorised during construction and to hand over to the Engineer-in-Charge vacant

possession of complete building. If such building though completed, is occupied illegally, then the Engineer-in-Charge will have the option to refuse to accept the said building/buildings in that position and delay in acceptance on this account will be treated as delay in completion and for such delay levy upto 5% of tendered value of work may be imposed by the Chief Engineer/ Engineer-in-charge whose decision shall be final both with regard to the justification and quantum and be binding on the contractor.

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

CLAUSE 19K : EMPLOYMENT OF SKILLED/SEMI-SKILLED WORKERS.

The contractor shall, at all stages of work, deploy skilled/semi-skilled tradesmen who are qualified and possess certificate in particular trade from CPWD Training Institute/Industrial Training Institute/National Institute of construction Management and Research (NICMAR)/National Academy of Construction, CIDC or any similar reputed and recognized Institute managed/certified by State/Central Government. The number of such qualified tradesmen shall not be less than 20% of total skilled/ semi-skilled workers required in each trade at any stage of work. The contractor shall submit number of man days required in respect of each trade, its scheduling and the list of qualified tradesmen along with requisite certificate from recognized Institute to Engineer in charge for approval. Notwithstanding such approval, if the tradesmen are found to have inadequate skill to execute the work of respective trade, the contractor shall substitute such tradesmen within two days of written notice from Engineer-in- charge. Failure on the part of contractor to obtain approval of Engineer-in-charge or failure to deploy qualified tradesmen will attract a compensation to be paid by contractor at the rate of Rs.100 per such tradesman per day. Decision of Engineer in Charge as to whether particular tradesman possesses requisite skill and amount of compensation in case of default shall be final and binding.

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

CLAUSE 20 : MINIMUM WAGES ACT TO BE COMPILED WITH:

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

CLAUSE 21 : WORK NOT TO BE SUB-LET / ACTION IN CASE OF INSOLVANCY

The contract shall not be assigned or sub-let without the written approval of the Engineer-in-Charge. And if the contractor shall assign or sub-let 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

courses specified in Clause 3 hereof in the interest of Government and in the event of such courses being adopted the consequences specified in the said Clause 3 shall ensue.

CLAUSE 22 : SUM PAYABLE BY WAY OF COMPENSATION

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

CLAUSE 23 : CHANGES IN FIRM'S CONSTITUTION TO BE INTIMATED

Where the contractor is a partnership firm, the previous approval in writing of the Engineer-in-Charge shall be obtained before any change is made in the constitution of the firm. Where the contractor is an individual or a Hindu undivided family business concern such approval as aforesaid shall likewise be obtained before the contractor enters into any partnership agreement where under the partnership firm would have the right to carry out the work 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 consequence shall ensue as provided in the said Clause 21.

CLAUSE 24: WORKS TO BE UNDER DIRECTION OF ENGINEER-IN-CHARGE

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

CLAUSE 25 : SETTLEMENT OF DISPUTES & ARBITRATION

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

- i) If the contractor considers any work demanded of him to be outside the requirements of the contract, or disputes any drawings, record or decision given in writing by the Engineer-in-Charge on any matter in connection with or arising out of the contract or carrying out of the work, to be unacceptable, he shall promptly within 15 days request the Superintending Engineer in writing for written instruction or decision. Thereupon, the Superintending Engineer shall give his written instructions or decision within a period of one month from the receipt of the contractor's letter.
- ii) If the Superintending Engineer fails to give his instructions or decision in writing within the aforesaid period or if the contractor is dissatisfied with the instructions or decision of the Superintending Engineer, the contractor may, within 15 days of the receipt of Superintending Engineer's decision, appeal to the Chief Engineer who shall afford an opportunity to the contractor to be heard, if the latter so

desires, and to offer evidence in support of his appeal. The Chief Engineer shall give his decision within 30 days of receipt of contractor's appeal. If the contractor is dissatisfied with this decision, the contractor shall within a period of 30 days from receipt of the decision, give notice to the Chief Engineer for appointment of arbitrator failing which the said decision shall be final binding and conclusive and not referable to adjudication by the arbitrator.

(i) Except where the decision has become final, binding and conclusive in terms of Sub Para above disputes or difference shall be referred for adjudication through arbitration by a sole arbitrator appointed by the Director, IGCAR / Secretary, DAE. If the arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever another sole arbitrator shall be appointed in the manner aforesaid. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor. It is a term of the contract that the party invoking arbitration shall give a list of disputes with amounts claimed in respect of each such dispute along with the notice for appointment of arbitrator and giving reference to the rejection by the Chief Engineer of the appeal.

It is also a term of this contract that no person other than a person appointed by such Director, IGCAR / Secretary, DAE, as aforesaid should act as arbitrator and if for any reason that is not possible, the matter shall not be referred to arbitration at all.

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

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

It is also term of this contract that the arbitrator shall adjudicate on only such disputes as are referred to him by the appointing authority and give separate award against each dispute and claim referred to him and in all cases where the total amount of the claims by any party exceeds Rs.1,00,000/- the arbitrator shall give reasons for the award.

It is also a term of the contract that if any fees are payable to the arbitrator, these shall be paid equally by both the parties.

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

arbitrator) shall be in the discretion of the arbitrator who may direct to any by whom and in what manner, such costs or any part thereof shall be paid and fix or settle the amount of costs to be so paid.

**CLAUSE 25A : NO ARBITRATION FOR DECISION ON SUB-STANDARD
WORK - DELETED CLAUSE 26 : CONTRACTOR TO INDEMNIFY GOVT.
AGAINST PATENT RIGHTS**

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

CLAUSE 27: LUMP SUM PROVISION IN TENDER:

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

CLAUSE 28: ACTION WHERE NO SPECIFICATIONS ARE SPECIFIED

In the case of any clause of work for which there is no such specification as referred to in Clause XI, such work shall be carried out in accordance with the Bureau of Indian Standard specification. In case there are no such specification in Bureau of Indian standards, the work shall be carried out as per manufacturer's specifications, if not available then as per District specification. In case there are no such specification as required above, the work shall be carried out in all respects in accord with the instructions and requirements of the Engineer-in-charge.

**CLAUSE 29 : WITH HOLDING AND LIEN IN RESPECT OF AMOUNT DUE FROM
CONTRACTOR**

1) Whenever any claim or claims for payment of a sum of money arises out of or under the contract against the contractor, the Engineer-in-Charge of 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 finalisation or adjudication of any such claim. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the contractor, the Engineer-in-Charge 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 at any time thereafter may become payable to the contractor under the same contract or any other contract with the Engineer-in-Charge or the Government or any contracting person through the Engineer-in-Charge pending finalisation or adjudication of any such claim.

It is an agreed term of the contract that the sum of money 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.

2) 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 found to have been over paid in respect of any work done by the contractor under the contract or any work claimed by him 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 (1) 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.

Provided that Government shall neither be entitled to recover any sum over-paid, 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 terms of the contract permitting payment for work after assessment by the Executive Engineer.

CLAUSE 29A : LIEN IN RESPECT OF CLAIMS IN OTHER CONTRACTS

Any sum of money due and payable to 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 in 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 damage whatsoever on this account or on any other ground in respect of any sum of money withheld or retained under this clause and duly notified as such to the contractor.

CLAUSE 36 : EMPLOYMENT OF TECHNICAL STAFF AND EMPLOYEES

The contractor shall provide all necessary superintendence during execution of the work and as 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, qualifications, experience, age, address 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 as 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 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 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 starting the 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 other. Instructions given to the principal technical representative or other 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 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 or agent is effectively appointed or is/are effectively attending of 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 in Measurement Books shall be final and binding on the contractor. Further if the contractor fails to appoint a suitable technical representative 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 a 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 along with every on account bill/final bill and shall produce evidence if at any time so required by the Engineer-in-Charge.

The contractor shall 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 as is necessary for proper and timely execution of the work.

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

CLAUSE 37 : LEVY/TAXES PAYABLE BY CONTRACTOR

i) GST, Building and other Construction Workers Welfare Cess or any other tax, levy or Cess in respect of input for or output by this contract shall be payable by the contractor and Government shall not entertain any claim whatsoever in this respect except as provided under Clause 38.

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

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

CLAUSE 38: CONDITIONS FOR REIMBURSEMENT OF LEVY/TAXES IF LEVIED AFTER RECEIPT OF TENDERS

(i) All tendered rates shall be inclusive of any tax, levy or cess applicable on last 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 for Building and Other Construction Workers Welfare Cess or any tax (other than GST), levy or cess varied or imposed after the last date of receipt of tender including extension if any, any increase shall be reimbursed to the contractor only if the contractor necessarily and properly pays such increased amount of taxes/levies/cess. Provided further that such adjustment including GST shall not be made in the extended period of contract for which the contractor alone is responsible for delay as determined by authority for extension of time under Clause 5 in Schedule F.

(ii) The contractor shall keep necessary books of accounts and other documents for the purpose of the 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 further shall 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 pursuant to the Constitution (46th Amendment) Act, 1982, give a written notice thereof to the Engineer-in-Charge that the same is given pursuant to this condition, together with all necessary information relating thereto.

CLAUSE 39: TERMINATION OF CONTRACT ON DEATH OF CONTRACTOR

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

CLAUSE 40 : IF RELATIVE WORKING IN DAE, THEN CONTRACTOR NOT ALLOWED TO TENDER:

The contractor shall not be permitted to tender for works in the Indira Gandhi Centre for Atomic Research, (Responsible for award and execution of contracts) in which his near

relative is posted as AO/AAO or as an officer in any capacity between the grades of Engineer-in Charge to Assistant Engineer.(Both inclusive) (SO/C and above.) He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any gazetted officer in the Department of Atomic Energy. Any breach of this condition by the contractor would render him liable to be debarred from tendering in this Department.

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

CLAUSE 41 :NO GAZETTED ENGINEER TO WORK AS CONTRACTOR WITHIN ONE YEAR OF RETIREMENT.

No Engineer of gazetted rank or other gazetted officer employed in Engineering or administrative duties in an Engineering Department of the Government of India is

allowed to work as a contractor for a period of One year of his retirement from Government Service without the previous permission of Government of India. This contract is liable to be cancelled if either the contractor or any of his employees is found at any time to be such a person who had not obtained the permission of Government of India as aforesaid, before submission of the tender or engagement in the contractors service as the case may be.

CLAUSE 43 : COMPENSATION FOR DAMAGE TO WORKS DURING WAR LIKE SITUATIONS:

The work (whether fully constructed or not) and all materials, machines, tools and plants, scaffolding, temporary buildings and other things connected therewith shall be at the risk of the contractor until the work has been delivered to the Engineer-in-Charge and a certificate from him to that effect obtained. In the event of the work or any materials properly brought to the site for incorporation in the work being damaged or destroyed in consequence of hostilities or war like operations, the contractor shall, when ordered in writing by the Engineer-in-Charge, 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 materials and for the 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 Engineer-in-Charge up to Rs. 5,000/- and by the Chief Engineer for a higher amount. The contractor shall be paid for the damage/destruction suffered and for the restoring the materials at the rate based on the analysis of rates tendered for in accordance with the provisions of this agreement. 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 war-like 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 materials etc. not on the site of the work or for any tools and plant, machinery, scaffolding, temporary buildings and other things not intended for the work. In the event of the contractor having to carry out reconstruction as aforesaid, he shall be allowed such extension of time for its completion as is considered reasonable by the Engineer-in-Charge.

CLAUSE 44 : APPRENTICES ACT - PROVISIONS TO BE COMPLIED WITH

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

CLAUSE 45 : REFUND OF SECURITY DEPOSIT AFTER LABOUR CLEARANCE – DELETED

CLAUSE 46: CONTRACT LABOUR (REGULATION & ABOLITION) ACT

The Contractor shall also comply with the provisions of the contract labour (Regulation, and Abolition) Act, 1970 and the rules and orders there under from time to time.

ANNEXURE - I

Safety Code

- i) Suitable scaffolds shall be provided for workmen for all works that cannot safely be done from the ground, or from solid construction except in the case of short duration work which can be done safely from ladders. When a ladder is used, it shall be of rigid construction made either of good quality wood or steel. The steps shall have a minimum width of 450 mm and a maximum rise of 300 mm. Suitable hand holds of good quality wood or steel shall be provided and the ladder shall be given an inclination not steeper than 1/4 to 1 (1/4 horizontal and 1 vertical)
- ii) Scaffolding or staging more than 3.6m, above the ground floor, swung or suspended from an overhead support or erected with stationary support shall have a guard rail properly bolted, braced or otherwise secured, at least 900mm, above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such openings 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.
- iii) Working platforms, gangways and stairways shall be so constructed that they do not sag

unduly or unequally and if the height of the platform, gangway or stairway is more than 3.6m. above ground level or floor level, they shall be closely boarded and shall have adequate width and suitably fenced as described in (ii) above.

iv) Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be 900mm. Whenever there are open excavations in ground, they shall be fenced off by suitable railing and danger signals installed at night so as to prevent persons slipping into the excavations.

v) Safe means of access shall be provided to all working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9 m. in length while the width between side rails in rung ladder shall in no case, be less than 290 mm for ladder up to and including 3 m. in length. For longer ladders this width shall be increased at least 20 mm. for each additional metre of length.

a) A sketch of the ladders and scaffolds proposed to be used shall be and approval of the Engineer obtained prior to construction.

vi) All personnel of the Contractor working within the plant site shall be provided with safety helmets. All welders shall wear welding goggles while doing welding work and all metal workers shall be provided with safety gloves. Persons employed on metal cutting and grinding shall wear safety glasses.

vii) Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites of work shall be so stacked or placed as to cause danger or inconvenience to any person or the public.

WORKING AT HEIGHTS:

viii) During the erection of tall buildings, nylon nets at a height of 3 to 4 m. shall be provided to ensure safety of men if there is a fall from heights. In case of industrial buildings the height of which is in excess of 4 m a temporary strong net shall be provided below the roof, at a height of 3m to 4 m above the floor, over which workers are working.

ANNEXURE - II

**Model rules for the protection of health and sanitary arrangement for workers employed by Central P.W.D. or its contractors
(Applicable to D.A.E. projects, Kalpakkam)**

1. Application :

These rules shall apply to all buildings and construction work of D.A.E. Projects, Kalpakkam.

2. Definitions :

a) Work place means a place at which, at an average 50 workers are employed in connection

with construction work.

b) Large work place means a place at which an average 500 or more workers are employed in connection with construction work.

3. First-Aid :

a) At every place, there shall be maintained in readily accessible place first aid appliance including and adequate supply of sterilized dressings and sterilized cotton wool. The appliance shall be kept in good order and in large work place they shall be placed under the charge of a responsible person who shall be readily available during working hours.

b) At large work place, where hospital facilities are not available within easy distance of the works, first aid posts shall be established and be run by a trained compounder.

c) Where large work places are remote from regular hospitals, an indoor ward shall be provided with one bed for every 250 employees.

d) Where large work places are situated in cities, towns in their suburbs and no beds are considered necessary owing to the proximity of city or town hospitals, suitable transport shall be provided to facilitate removal of urgent cases to the hospitals. At other work places, some conveyance facilities, such a car, shall be kept readily available to take injured person or persons suddenly taken ill to the nearest hospital.

4. Drinking Water:

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

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

c) Every water supply of storage shall be at a distance of not less than 15m. from any latrine, drain or other source of pollution. Where water has to be drawn from an existing well, which is within 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 well shall be entirely closed in and be provided with a trap door, which shall be dust and waterproof.

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

5. Washing and bathing place :

a) Adequate washing and bathing places shall be provided, separately for men and women:

b) Such places shall be kept in clean and drained condition.

6. Scale of accommodation in latrines and urinals :

There shall be provided within the precincts of every work place, latrines and urinals in an accessible place, and the accommodation, separately for each of them shall not be less than the following scale :

No. of seats.

- a) Where the number of persons does not exceed 50 - 2
- b) Where the number of persons exceeds 50, but does not exceed 100 - 3
- c) For every additional 100, 3/100 In particular cases, the Engineer shall have the powers to vary the scale where necessary.

7. Latrines & urinals for women :

If women are employed, separate latrines and urinals, screened from those for men and marked, in the vernacular in conspicuous letters 'For Women Only' shall be provided on the scale laid in Rule 6. Those for men shall be similarly marked 'For Men Only'. A poster showing the figure of a man or a woman shall also be exhibited at the entrance of latrines for the respective sex. There shall be adequate supply of water close to the urinals and latrines.

8. Latrines and Urinals:

All latrines shall be provided with septic tanks or each pits in case of small units. All the latrines shall be kept in good sanitary condition.

9. 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. The dates of Cement washing shall be noted in a register maintained for this purpose and kept available for inspection. Latrines will not be of a standard lower than bore-hole system and should have thatched roofs.

10. Disposals of excreta: Unless otherwise arranged for by the local sanitary authority, arrangements for proper disposal of excreta shall be made by septic tank or leach pit duly approved by the Engineer and in conformity with the requirements of local public health authorities.

11. Provision of shelter during rest:

At every work place there shall be provided free of cost, two suitable sheds, one for meals and the other for rest separately for men and women for the use of labour. The height of the shelter shall not be less than 3.5 from the floor level, to the lowest part of the roof. The sheds should be roofed with at least thatch and mud flooring will be provided with a dwarf wall around not less than 750mm. Sheds should be kept clean and the space should be on the basis of at least 0.50 square metre per head.

12. Creches :

- a) At every work place, at which 50 or more women workers are ordinarily employed, there

shall be provided two huts for the use of children under the age of 6 years belonging to such women, one hut shall be used for infants' games and play and the other as their bedroom. The huts shall not be constructed on a lower standard than the following.

i) thatched roofs,

ii) mud floors and walls,

iii) planks spread over the mud floor and covered with matting.

The huts shall be provided with suitable and sufficient openings for light and ventilation. There shall be adequate provision of sweepers to keep the place clean. There shall be two Dais in attendance. Sanitary utensils shall be provided to the satisfaction of the Health Officer of the area concerned.

The use of the hut shall be restricted to children their attendants and mothers of the children.

b) Where the number of women workers is more than 25 but less than 50, the Contractor shall provide at least one hut and one Dai to look after the children of women workers.

c) The size of creche shall vary according to the number of women workers.

d) The creches or creche shall be properly maintained and necessary equipment like toys etc. shall be provided.

13. Canteen :

A cooked food canteen on a moderate scale shall be provided for the benefit of workers wherever it is considered expedient.

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

ANNEXURE - III

Central Public Works Department Contractor's Labour Regulations (Applicable to DAE Projects, Kalpakkam)

Short titles :

1. The regulations may be called the "Central Public Works Department Contractor's Labour Regulations" (as applied to contracts relating to DAE Projects, Kalpakkam).

2. Definitions in these regulations, unless otherwise expressed or indicated, the following words and expressions shall have the meaning hereby assigned to them respectively, that is to say:

i) 'Labour' means workers employed in DAE Projects, Kalpakkam by Contractor directly or indirectly through a sub-contractor or other persons or by an agent on his behalf on a monthly payment as defined by Ministry of Labour from time to time and will not include supervisory staff like Overseers, etc.

ii) 'Fair Wages' means wages whether for time or piece work notified at the time of inviting tenders for the work and where such wages have not been so notified, the Wages prescribed by the Central Public Works Department for the district in which the work is done/ it will be notified/prescribed by the C.P.W.D. in consultation with the Officer of the Industrial Relations Ministry located in the respective areas and will not be less than the minimum rates of wages fixed by the Government for that class of employees engaged on the same type for work in same area.

iii) Contractor' shall include every person whether a sub-contractor or headman or agent, employing labour on the work taken on contract.

iv) 'Wages' shall have the same meaning as defined in the payment of Wages Act and includes time and piece rate wages.

a) 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.

b) 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 overtime for the extra hours put in by him at double the ordinary rate of wages.

c) Every worker shall be given a paid weekly holiday normally on Sunday in accordance with the provision of the minimum wages (Central) Rules 1960 (as amended from time to time) irrespective of whether work is governed by the minimum wages Act or not.

However as the all inclusive minimum daily rate of wages fixed under the Notifications of the Government of India, Ministry of Labour Employment and Rehabilitation dated 19-5-69 are inclusive of wages for the weekly day of rest the question of extra payment for the weekly holiday would not arise.

3. Display of notice regarding wages etc.

The Contractor shall :

a) Before he commences his work on contract display and correctly maintain and continue to display and correctly maintain in a clean and legible condition in conspicuous places on the work, notices in English and in the local Indian language spoken by the majority of the workers, giving the rate of wages which have been certified by the Engineer or Regional Labour Commissioner, as fair wages and the hours of work for which such wages are earned, and.

b) Send a copy of such notice to the certifying officer.

4. Payment of Wages

i) Wages due to every worker shall be paid to him direct.

ii) All wages shall be paid in current coin or currency or in both.

iii) Arrears claimed after 2 months after the completion of the work shall not be entertained.

5. Fixation of Wages period :

i) The Contractor shall fix the wages periods in respect of which the wages shall be payable.

- ii) No Wage periods shall exceed one month.
- iii) Wages of every worker employed on the contract shall be paid.
 - a) In case of establishments in which wage period is one week, within 3 days from the end of the wage period, and
 - b) In the case of the other establishments, before the expiry of the 7th day or 10th day from the end of the wage period, according as the number of workers employed in such establishment.
- iv) When the employment of any workers is terminated by or on behalf of the Contractor, the wages earned by him shall be paid before the expiry of the day succeeding the one on which his employment is terminated.
- v) All payment of wages shall be made on a working day except when the work is completed before the expiry of the wage period, in which case final payment shall be made within 48 hours of the last working work site and during the working time.

NOTE: The term 'Working day' means a day on which the work on which the labour is employed is in progress.

6. Wages Book & Wages Slips etc. :

- i) The Contractor shall maintain a wage book of each worker in such form as may be convenient at the place of work, but the same shall include the following particulars:
 - a) Name of the workers.
 - b) Rate of daily or monthly wages.
 - c) Nature of work on which employed.
 - d) Total number of days worked during each wage period.
 - e) Dates and periods for which worked over time.
 - f) Gross wages payable for the work during each wage period.
 - g) All deductions made from the wage with an indication in each case of the ground for which the deduction is made.
- ii) Signature or thumb impression of the worker.
- iii) The Contractor shall also issue a wage slip containing the aforesaid particulars to each worker employed by him on the work at least a day prior to the day of disbursement of wages.
- iii) The Contractor shall issue an Employment Card in the prescribed Form III to each, worker on the day of work or entry into the employment. If the worker has already any such card with him from the previous employer the Contractor shall merely endorse the employment card with relevant entries. On termination of employment, the Employment Card shall again be endorsed by the Contractor and returned to the worker.

iv) The Contractor shall comply with the provisions of the Apprentices Act, 1961 and the Rules and Orders issued there under from time to time. If he fails to do so, his failure will be a breach of the Contract and the 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 Act.

7. Register of unpaid wages :

The Contractor shall maintain a Register of unpaid wages in such form as may be convenient at the place of work but the same shall include the following particulars.

- a) Full particulars of the labourers whose wages have not been paid.
- b) Reference number of the muster roll and wage register.
- c) Rate of wages.
- d) Wage period.
- e) Total amount not paid.
- f) Reasons for not making payment.
- g) How the amount of unpaid wages was utilised.
- h) Acquittance with dates.

8. Register of accidents :

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) Date and time 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

9. Fines and deductions which may be made from wages :

The wages of a worker shall be paid to him without any deductions of any kind except the following:

- a) Fines.
- b) Deductions for absence from duty i.e. from the place or the places whereby the terms of his employment he is required to work. The amount of deductions shall be in proportion to the period for which he was absent.
- c) Deductions for damage to or loss of goods expressly entrusted to the employed person for custody or for loss of money or any other 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 over payment of wages, advance granted shall be entered in a register.
- e) i) Any other deduction which the Central Government may allow from time to time.
ii) No fine should be imposed on any worker in respect of such acts and omissions on his part as have been approved of by the Chief Labour Commissioner.
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 deduction.
iv) The total amount of fine which may be imposed in anyone wage period on a worker shall not exceed an amount equal to three paise in a rupee of the 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.

10. Register of fines etc., :

- i) The Contractor shall maintain a register of fines and register of deduction for damage or loss in Form No. I and II respectively which should be kept at the place of work.
- ii) The Contractor shall maintain both in English and the local Indian language, a list approved by the Chief Labour Commissioner clearly stating the acts and omission for which penalty or fine may be imposed on a workman and display it in a good condition in a conspicuous place of the work.

11. Presentation of Register :

The wage book, the wage slips, the register of unpaid wages, the register of accidents the register of fines and deductions required to be maintained under these regulations shall be preserved for 12 months after the completion of contract and shall be made available for inspection by the Engineer, Labour Welfare Officer or any other officer authorised by the Ministry of W.H. & U. in this behalf.

12. Power of Labour Officer to make investigations or Enquiry:

The Labour Welfare Officer or any other person authorised by the Central Government on their behalf shall have power to make enquiries with a view to ascertaining and enforcing due and proper observance of the fair wage clauses and the provisions of these regulations. He shall investigate into any complaint regarding the default made by the Contractor or sub-contractor in regard of such provisions.

13. Report of Labour Welfare Officer :

The Labour Officer or other persons authorised as aforesaid shall submit a report of result of his investigation or enquiry to the Engineer concerned indicating the extent if any, to which the default has been committed with a notice that necessary deduction 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 14 of these regulations actual payment to labourers will be made by the Engineer after the Regional Labour Commissioner has given his decision on such appeal.

- a) The Engineer shall arrange payments to the labourers concerned within 45 days from the receipt of the Report from the Labour Welfare Officer or the Regional Commissioner, as the case may be.

14. Appeal against the decision of the Labour Welfare Officer :

Any person aggrieved by the decision and recommendations of the Labour Welfare Officer or other person so authorised may appeal against such decision to the Regional Labour Commissioner concerned within 30 days from the date of decision, forwarding simultaneously a copy of his appeal to the 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 to 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 employee is not a member of any registered trade union by an officer of a registered trade union connected with 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 federation of associations of employers of which the association referred to in Clause (a) is affiliated.

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

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

16. Inspection of books and slips :

The Contractor shall allow inspection of the wage books and the wage slips, the register of unpaid wages, the register of accident and the register of fines and deductions to any of his worker or to his agent at a convenient time and place after the notice is received or to the Labour Welfare Officer or any other person, authorised by the Central Government on his behalf.

17. Submission of return :

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 Chief Labour Commissioner to the Government of India or any other person authorised by the Central Government in that behalf shall be final.

**CONTRACT LABOUR (REGULATION & ABOLITION ACT 1970)
WELFARE AND HEALTH OF CONTRACT LABOUR****19. First-aid facilities :-**

There shall be provided and maintained by the contractor so as to be readily accessible during all working hours a first-aid box equipped with the prescribed contents at every place where contract labour is employed by him.

20. Liability of principal employer in certain cases :-

- (1) If any amenity required to be provided under Section 16, Section 17, Section 18, or Section 19 for the benefit of the contract labour employed in an establishment is not provided by the contractor within the time prescribed therefor, such amenity shall be provided by the principal employer within such time as may be prescribed.
- (2) All expenses incurred by the principal employer in providing the amenity may be recovered by the principal employer from the contractor either by deduction from any amount payable to the contractor under any contract or as a debt payable by the contractor.

NOTES : Sections. 20 & 21 -Obligation to provide amenities conferred under the Act to the workers is on the principal employer. Government will be responsible for enforcement of those amenities where contractors engaged by it for executing its construction project fail to provide the amenities to its workers. Government failure to perform its obligation amounts to violation of Article 21 and workers can enforce their right by writ petition under Article 32.

THE TAMIL NADU CONTRACT LABOUR RULES, 1975

CHAPTER V

WELFARE AND HEALTH OF CONTRACT LABOUR FIRST AID FACILITIES

21. In every establishment coming within the scope of the Act there shall be provided and maintained so as to be readily accessible during all working hours first-aid boxes at the rate of not less than one box per contract labour or part thereof ordinarily employed.

22. (1) The first-aid box shall be distinctively marked with a red cross on a white ground and shall contain the following equipment, namely: -

A. For establishment in which the number of contract labour employed does not exceed fifty each first-aid box shall contain the following equipment: -

- (i) 6 small sterilized dressings.
- (ii) 3 medium sterilized dressings.
- (iii) 3 large size sterilized dressings.
- (iv) 3 large size sterilized burn dressings.
- (v) One (30 ml.) bottle containing solvolatile having the dose and mode of administration indicated on the label.
- (vi) 1 (30 ml.) bottle containing a two percent alcohol solution of iodine.
- (vii) 1 snake-bite lancet.
- (viii) 1 (30 gms.) bottle of potassium permanganate crystals.
- (ix) 1 pair of scissors.

- (x) 1 copy of the first-aid leaflet issued by the Director-General, Factory Advice Service and Labour Institutes, Government of India.
- (xi) A bottle containing 100 tablets (each of 5 grains) of aspirin.
- (xii) Ointment for burns.
- (xiii) A bottle of suitable surgical anti-septic solution.
- (xiv) Eye drops.
- (xv) Six roller bandages of 10 cm. wide.
- (xvi) Six roller bandages of 5 cm. wide.
- (xvii) Six triangular bandages.

B. For establishments in which the number of contract labour exceeds fifty each first-aid box shall contain the following equipments, namely :-

- (i) 12 small sterilized dressings.
- (ii) 6 medium size sterilized dressings.
- (iii) 6 large size sterilized dressings.
- (iv) 6 large size sterilized burn dressings.
- (v) 6 (15 gms.) packets sterilized cotton wool.
- (vi) 1 (60 ml.) bottle containing solvolatile having the dose and mode of administration indicated on label.
- (vii) 1 (60 ml.) bottle containing a two percent alcoholic solution of iodine.
- (viii) 1 roll of adhesive plaster.
- (ix) A snake-bite lancet.
- (x) 1 (60 gms.) bottle of potassium permanganate crystals.
- (xi) 1 pair of scissors.
- (xii) Copy of the first-aid leaflet issued by the Director-General, Factory Advice Service and Labour Institutes, Government of India.
- (xiii) A bottle containing 100 tablets (each of 5 grains) of aspirin.

[illegible]

FORM - IIRegister of deductions for damages or loss caused to the employer by the neglect or default of the employed persons
(Regulation 10 (i) employer)

[illegible]

FORM - III

Employment Card (Regulation 6 (iii))

Name and sex of the worker:

Age or date of birth :

Father's Name :

Address:

Identification :

Particulars of next of kin (wife and children, if any or dependent, next of kin in case the worker has no wife or child) :-

Name :

Full address of dependent :

(Specify Village, District and State)

N.B. - If the worker is employed both on piece and the wage rates, relevant entries in each case should be made separately

Serial No.	Name and Address of employer (specify whether a contractor or sub-contractor)		Particulars of location of worksite and description of work done	Total period for which the worker is employed (from..... to)	Actual number of days worked	Leave taken (No. of days should be specified)
(1)	(2)		(3)	(4)	(5)	(6)
Back side on the card						
Sl. No. as on reverse	Nature of work done by the worker	Wage Period	Wage rate (with particulars of unit in case of piece work)	Total wage earned by the worker during the period shown under column 5	Remarks	Signature of the Employer
(7)	(8)	(9)	(10)	(11)	(12)	(13)

FORM - IV
ATTENDANCE CUM WAGE CARDS

CARD No.....

Date

Name of the Contractor.....

Name of the work.....

Address.....

Designation

Rate of wages.....

Date	Attendance	Signature of person making attendance	Remarks

On the Reverse of the Card

Wage period	Date on which over time worked	Gross Wages payable	Deduction if any	Actual wages paid	Date of Payment	Signature of the worker

SECTION V

TECHNICAL SPECIFICATIONS

1.0 Introduction to Works Contract

Present works contract is for fabrication and installation of stainless steel components and equipment for cold commissioning of N-8 pyroprocessing laboratory in MFPD, MC&MFCG.

2.0 Price-Bid

The prospective bidder is expected to go through all the drawings and below price-bid and submit their offer as per the e-NIT released. Price-bid is given below for reference.

3.0 Safety Aspects and Other Permissions

- a). All works described in the tender shall be performed by the bidder taking into consideration industrial and radiological safety aspects as stipulated in RCL Operational Guidelines.
- b). The bidder will be responsible for informing EIC for
 - i). Seeking permissions from CISF security for preparation of gate passes of personnel
 - ii). Bringing in material from Main Gate / IGCAR Gate / RCL CISF reception
- c). If any material issued as FIM has to be taken out of IGCAR Gate will be approved only by Head, MFPD, AD, MFRG and Director, MC&MFCG.
- d). Shoe covers, laboratory coats to all personnel once in two weeks will be issued by MFPD. All personnel of the bidder shall be required to wear proper safety shoes for industrial safety.

4.0 Completion Period

- a). The entire work shall be completed within **12 months** and as per e-NIT terms and conditions.
- b). Any delay in the completion work will involve extension of work completion period and amendment of work order and appropriate LD clauses as decided by Accounts, IGCAR.