

**CENTRAL GOVERNMENT EMPLOYEES WELFARE HOUSING ORGANISATION**  
(An autonomous body of GOI under the aegis of M/o Housing & Urban Affairs)

ON BEHALF OF

**HOUSING AND URBAN DEVELOPMENT CORPORATION LIMITED**  
(A NAVRATNA CENTRAL PUBLIC SECTOR ENTERPRISE)

**CONSTRUCTION OF RESIDENTIAL COMPLEX OF HUDCO AT PLOT No. 28,  
SECTOR - 4, VAISHALI, GHAZIABAD, UTTAR PRADESH**

**TENDER**

FOR

**CIVIL, PLUMBING & SANITATION, INTERNAL ELECTRICAL, FIRE  
FIGHTING, MECHANICAL VENTILATION, ELEVATORS AND EXTERNAL  
DEVELOPMENT WORKS**

## **VOLUME – I**

**GENERAL TERMS AND CONDITIONS  
OF CONTRACT**

**ARCHITECT:**

### **GARG & ASSOCIATES**

ARCHITECTS, URBANISTS, ENGINEERS

46, REGAL BUILDING,  
CONNAUGHT PLACE, NEW DELHI

Ph: 011-23742509, 23742808

Email: office@gargandassociates.in

**FORM OF BANK GUARANTEE FOR EARNEST MONEY**

1. WHEREAS ----- (Name of tenderer hereinafter called "The Tenderer") has submitted his Tender dated----- (Date) for the construction of ----- (Name of contract) (hereinafter called "The Tenderer")
  
2. KNOW ALL MEN BY THESE WE ----- (Name of Bank) of----- (Name of country) having our registered office at ----- (hereinafter called "The Tenderer") are bound unto Central Government Employees Welfare Housing Organization , 9thFloor, "B" Wing, Janpath Bhawan, Janpath, New Delhi (Employer) for which payment will truly be made to the said Employer, the Bank binds himself, his successors and assigns by these presents  
 SEALED with the common Seal of the said Bank ----- Day of -----2025
  
3. THE CONDITIONS of this obligation are: -
  - (i) If the Tenderer withdraws his Tender during the period of validity specified in Tender Document or extended validity.
  - (ii) If the Tenderer having been notified of the Acceptance of his Tender' by the Employer during the period of its validity
    - a) Fails or refuses to execute the form of Agreement in accordance with the Tender Document
    - b) Fails or refuses to furnish the Performance' Bank Guarantee, in accordance with the Tender Documents
  
4. We \_\_\_\_\_ (indicate the Name of the Bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demure, merely on a demand from the Employer stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by Employer by reason of breach by the said Tenderer of any of the terms or conditions contained in the said agreement or by reason of the tenderer failure to perform the said agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by Bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_.
  
5. This Guarantee will remain in force up to and during the date ----- days after the deadline for submission of bids as such deadline ----- in the Tender Document or as it may be extended by the employer notice of – extension(s) to the Bank is hereby waived any demand in respect of this Guarantee should reach the Bank not later than the above date

Date----- SIGNATURE OF THE Bank-----WITNESS-----  
 ----- SEAL-----  
 -----signature, Name and Address

**CENTRAL GOVERNMENT EMPLOYEES WELFARE HOUSING ORGANISATION**

ON BEHALF OF

**HOUSING AND URBAN DEVELOPMENT CORPORATION LIMITED**

**Name of Works: - Construction of Residential Complex of HUDCO at  
Plot No. 28, Sector-4, Vaishali, Ghaziabad, (UP)**

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**CENTRAL GOVERNMENT EMPLOYEES WELFARE HOUSING ORGANISATION**  
(An autonomous body of GOI under the aegis of M/o Housing & Urban Affairs)

9th Floor, `B' Wing, Janpath Bhawan, Janpath, New Delhi – 110 001.  
Ph – 23717249/ 23739722/ 23355408 E-mail: [cgewho@nic.in](mailto:cgewho@nic.in), Website:  
[www.cgewho.in](http://www.cgewho.in)

**Notice Inviting Tender**

**Selection of Civil and MEP Works Agency for Residential Project in  
Two Bid System**

Central Government Employees Welfare Housing Organization (CGEWHO) has been engaged by Housing and Urban Development Corporation Ltd (HUDCO) for construction of 152 Dwelling Units of different types having configuration of Double Basement + Stilt +20 storey, Club House, Swimming Pool and Tennis cum Basket Ball Court including Civil , Plumbing , sanitary , Internal Electrical and External Development Works for the proposed Group Housing Project at Plot No.28, Sector-4, Vaishali, Ghaziabad, UP. CGEWHO invites online offers in Two Bid System from interested construction agencies.

Time for completion of the total works shall be **Thirty Six (36)** months inclusive of monsoon period during the execution of the contract from the time of actual commencement of work at site.

Application Form along with document for Technical competencies and document for scope of work, technical drawings, preambles and other bid solicitation documents is available on [www.tenderwizard.com/CGEWHO](http://www.tenderwizard.com/CGEWHO) or [www.cgewho.in](http://www.cgewho.in) or [www.hudco.org](http://www.hudco.org) or [www.eprocure.gov.in](http://www.eprocure.gov.in) from 08-07-2025. to 08-08-2025. Interested bidders must provide the above information strictly in the format provided by this office along with documentary evidence. A non-refundable amount of **Rs.30,000/- +GST 18%** by way of demand draft in favour of CEO, CGEWHO payable at New Delhi towards the cost of tender documents etc., along with EMD in form of demand draft or by bank guarantee amounting to **Rs. 1,50,00,000/- (Rupees One Crore Fifty Two Lacs only)** superscribed as “EMD FOR CONSTRUCTION OF HUDCO HOUSING SCHEME AT PLOT NO.28, SECTOR 4, VAISHALI, GHAZIABAD, (UP)” should be submitted in original to the office of CGEWHO at the address mentioned above.

Technical & Financial Bid should be submitted strictly through e-tendering website of CGEWHO, i.e. [www.tenderwizard.com/CGEWHO](http://www.tenderwizard.com/CGEWHO). **Off line submission of Financial & Technical bids will not be accepted and will be summarily rejected.**

**Due date and Time for submission of offer :**

Sl No	Subject	Date
1.	Tender document available (online)	08-07-2025 at 15.00 p.m.
2.	Pre-bid Meeting at CGEWHO Head Office, Janpath, New Delhi.	21-07-2025 at 14.30 p.m.
3.	Submission of Technical & Financial bid on e-tender website only.	08-08-2025 upto 3.00 p.m.
4.	Submission of original hard copies like EMD, Cost of Tender document etc. at CGEWHO Head Office, Janpath, N.Delhi.	08-08-2025 upto 3.00 p.m.
5.	Opening of Technical Bids.	08-08-2025 upto 3.30 p.m.
6.	Evaluation of Technical Bids	To be intimated to the qualified Bidder later on
7.	Opening of Financial Bids	To be intimated to the qualified Bidder later on.

**General Conditions**

Conditional tenders will be liable for rejection; the Tenderer shall have to submit a **“No-condition Declaration”** in the format as given in Annexure-III in a separate envelope along with EMD.

The bidder should not have been blacklisted/ debarred by any Government/Semi government Department/ PSU. Please attach an undertaking (self-certification on bidder's letter head) that the bidder is not blacklisted by any Government/Semi government Department/ PSU- Annexure-VIII

CGEWHO reserves the right to reject any or all tenders submitted by interested bidders, without assigning any reason thereof.

Tender processing fee as applicable shall be paid by the agency.

**For and on behalf of  
Central Government Employees  
Welfare Housing Organisation**

(Chief Executive Officer)

## INSTRUCTIONS AND INFORMATION FOR TENDERING

1. Before tendering, the Tenderer shall visit and examine the site and its surroundings and satisfy themselves before submitting their bids as to the nature of the ground, the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall obtain all necessary information as to the risks, contingencies and other circumstances which may influence or affect their bid and also carefully examine the Conditions of Contract, Special Conditions of Contract, General Specifications, Tender Drawings, the schedules of quantities appear to be any ambiguity in or discrepancy between any of these documents or between figures and measured dimensions upon the drawings, he should immediately refer the matter to the Architect with a copy to CGEWHO for clarification.
2. Access to the site will be given during the Tendering period by appointment on an application to the Chief Executive Officer, CGEWHO, 9<sup>th</sup> Floor, 'B' wing, Janpath Bhawan, Janpath, New Delhi – 110001 or to M/s Garg & Associates, 46, Regal Building, Connaught Place New Delhi. The Tenderer shall ascertain the location, size and condition of the areas available for their use as working areas and all other information affecting this tender.
3. (I) The Tenderer shall complete the annexed Form of Tender, Schedules and Schedules of Rates and General Summary with the whole of the prices and information called for therein, quote the price, and shall sign each page of all the tender documents including the schedule of quantities.  
  
(II) The Tender shall be signed by person or persons so authorised by the Tenderer with signature duly witnessed. In case of a Corporation, the tender shall be signed by the officers so authorised by the Corporation with its seal duly affixed.  
  
(III) The Tender shall contain an address for serving notices required to be served to the tenderer in connection with the Tender.
4. The Tender Form and the documents attached to it shall not be detached from the other, and no alteration or mutilation (other than filling in all the blank spaces) shall be made in any of the documents attached hereto. Any alterations or erasures to the entries in the attached documents shall be made by a separate covering letter, otherwise it shall not be entertained.
5. Deleted.
6. The Tenderer shall workout independently and quote the rate with amount in Schedule 'C' (Summary of Costs) taking into account the various provisions of the contract such as, conditions of the contract documents.

**The lump sum price quoted shall be deemed to have included everything required for satisfactory completion of the works and due performance of the contract to the best intent of drawings, specifications and conditions of**

**contract whether or not such requirements have been explicitly shown or stated or implied.**

7. Deleted
8. The tender as described above shall be submitted online at a time and date indicated in the invitation to tender and the hard copies endorsed “DOCUMENT FOR HUDCO’s **Vaishali Residential Project AT PLOT NO 28, SECTOR-4, VAISHALI, GHAZIABAD, (UP)**” to be submitted Head Office of CGEWHO , Janpath Bhawan , New Delhi
9. Unsuccessful Tenderer must return all the tender documents including drawings before taking back the Earnest money. No tender will be considered which is not accompanied by earnest money and ‘Declaration for No-condition’ (Annexure-III). In the event of the tenderer withdrawing his tender before the expiry of six calendar months from the date fixed for receiving of tenders or such other extended dates as agreed by the Contractor the tender would be cancelled and the earnest money will be forfeited by the employer. The earnest money shall be paid by Demand Draft or by Bank Guarantee drawn in favour of CEO, Central Government Employees Welfare Housing Organization, New Delhi. If earnest money is deposited in the form of bank guarantee the same shall be refunded to the successful bidder only after the submission of the Performance Bank Guarantee. The earnest money will not bear any interest.
10. The employer will not be responsible or pay for expenses which may be incurred or losses to persons or property suffered by any Tenderer in connection with visit to or examination of the site and in the preparation of his tender for submission.
11. The Tenderer (whether or not submits a tender) shall treat the details of the documents as secret and confidential.
12. The Tenderer should quote for the entire item as given in schedule‘D’/Schedule‘C’/General summary. The rates should be written both in words and figures. In case of conflict between the figures and words the later shall prevail.
13. All bills shall be prepared by the Contractor in the form prescribed by the Employer/PMC. Normally 1 (one) interim bills shall be prepared each month subject to minimum value for interim certificate stated in these documents. The bills in proper forms must be duly accompanied by detailed measurement as per yardstick taken jointly in measurement book by Contractor, Employer and PMC or their accredited Representative in support of the quantities of works done and must have deductions for all previous payments, retention money etc. The PMC shall issue a certificate after due scrutiny of the Contractor’s bill and forward the same to Employer for necessary payment within the period of mentioned in these documents
14. The Employer reserves the right to adjust arithmetical or other errors in any tender in the way which he considers suitable. Any adjustment so made by the Employer shall be stated to the tenderer if the employer makes an offer to accept the tender.
15. The Employer does not bind himself to accept the lowest or any tender and has the right to reject or accept any or all tenders in part or whole without assigning any reason. The Employer also has the right to reissue the tender. The Tenderer do not have any right towards such reissue of tender.

16. Deleted
17. The contractors shall submit any queries or clarifications on or before 21-07-2025 upto 11.00 AM to Employer with copy to the Architect.
18. **A Pre-bid conference shall be held with CEO, CGEWHO on 21-07-2025 at 14.30 PM in HO of CGEWHO, Janpath, New Delhi, wherein the Tenderer can seek clarifications about the tender, if any. No further clarification shall be given after the Pre-Bid meeting.**
19. Any further information may be obtained on application in writing to CGEWHO office with a copy to Architect office. The addresses for communications are:

**Employer:**

**Central Government Employees Welfare Housing Organization on behalf of HUDCO**  
9th Floor "B Wing Janpath Bhawan, Janpath NEW DELHI-110001  
Email: cgewho@nic.in  
Phone: 011-23717249/23355408/23357714/23739722

Architect:

**M/s GARG & ASSOCIATES**  
ARCHITECTS, URBANISTS, ENGINEERS  
46, Regal Building,  
Connaught Place, New Delhi  
Ph: 011-23742509, 23742808  
email: office@gargandassociates.in  
M: 9811225455

## MINIMUM PRE-QUALIFICATION CRITERIA

Estimated Construction Cost Put to Tender (ECPT)- Rs 140 Crore

Contractors fulfill the following minimum criterias shall be eligible to apply. Joint –Ventures are not accepted.

(a) **Experience of having completed works of similar nature:**

Should have successfully completed the works as mentioned below during the last **7 (seven) years** ending last day of the month previous to the one in which tenders are invited.

- i) Three similar works each costing not less than that Rs.56.00 cr. (40% of the ECPT)  
Or
- ii) Two similar works each costing not less than that Rs.70.00 cr.(50% of ECPT)  
Or
- iii) One similar work costing not less than that Rs.112.00 cr. (80% of ECPT)

**Similar Work means** - “Construction of RCC framed structure Building having minimum one basement and stilt and minimum up to thirteen storeys or more (1B+S+ minimum 13) including finishing works and other building allied works, all executed under one agreement”.

OR

Completing balance construction work of one building (i/c structural work) having minimum one basement and stilt and minimum up to thirteen storey or more(1B+S+ minimum 13) including finishing work and other building allied works , all executed in one agreement.

Note:

- 1.Machine room and Mumty shall not be considered in storey.
- 2.Only works executed in India shall consider for similar work.
- 3.Basement and Stilt should not be considered in storey.
- 4.Qualified similar works shall be physically inspected by CGEWHO to ascertain the completion, performance on quality of works for finalizing the technical bids.
- 5.The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum (without compounding), calculated from the date of completion to previous day of last date of submission of tenders.
- 6.If private work shown in support of eligibility criteria, certified copy of tax deducted at source (TDS) certificate (Form 16A and 26 A) shall be submitted along with the experience certificate and TDS amount shall tally with the actual amount of work done. Otherwise the amount that tally with TDS shall only be considered for eligibility

(b) **Average Financial Turnover**

The bidder should have had the average annual financial turnover of Rs.42.00 Crore (30% of Estimated Project Construction Cost) on construction works during the immediate last **\*three** years ending 31<sup>st</sup> March 2025 (scanned copy of certificate from Chartered Accountant with Unique Document Identification No to be uploaded). The value of annual

turnover figures shall be brought to current value by enhancing the actual turnover figures at simple rate of 7% interest per annum.

**(c) Profit / Loss**

Should not have incurred any loss (profit after tax should be positive) in during the last three consecutive years ending 31st March 2025, duly certified and audited by the chartered accountant. (The balance sheet in case of Pvt/ Public Ltd. Company means its standalone finance statement and consolidated financial statement both).

**(d) Bankers Certificate or Net worth Certificate**

Should have Banker's Certificate from commercial bank of amount for Rs.56.00 Cr (40% of ECPT) (scan copy of original to be uploaded in Form G)

OR

Should have net worth certificate (from CA with unique identification no-UDIN) of minimum 10% of ECPT i.e. Rs.14.00 Cr. The net worth certificate should not be older than six months from the date of the month of previous to the one in which tenders are invited.

**(e) Bidding Capacity**

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:

$$\text{Bidding capacity} = \{[AxNx1.5]-B\}$$

Where,

A = Maximum turnover in construction works executed in any one year during the last five years taking into account the completed as well as works in progress. The value of completed works 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 has been invited (Three years).

B = Value of existing commitments and on-going works to be completed during the period of completion of work for which bids have been invited.

## **Procedure for Selection of Contractor for HUDCO's Residential Project**

- (a) Application Form along with documents for technical competencies and document for scope of work, technical drawings, preambles and other price bid solicitation documents for this application will be available in [www.tenderwizard.com/CGEWHO](http://www.tenderwizard.com/CGEWHO) or [www.cgewho.in](http://www.cgewho.in) or [www.eprocure.gov.in](http://www.eprocure.gov.in) or [www.hudco.org](http://www.hudco.org) .
- (b) A Pre-bid meeting with the interested Bidding firms would be arranged to clear the doubts, queries among documents etc. and accordingly Amendments, if any, will be issued to the bidders
- (c) **Bidders have to submit Technical Bid as well as Price Bid both at a time strictly online only.**
- (d) The Technical Bid will be opened by the Purchase Committee of CGEWHO on the scheduled date and time mentioned in the Bid. In the Initial evaluation, a committee, constituted by CEO, of officers from the Technical Department assisted by representatives from the Finance Department, will check whether the minimum criteria have been fulfilled by the agencies. The shortlisted agencies fulfilled the minimum criteria would further be evaluated in accordance to enlisted grading mark. The team would submit both the tabulation sheets with the name of the agencies and the agencies which has scored 60% or above marks to be considered suitable for the assignment.
- (e) The committee is to visit the offices and projects (either running and /or completed) of the firms which has scored 60% or above, for on spot realistic assessment of the details / data submitted by the firms. The committee can reject firm / firms for submitting wrong detail, data, credentials etc. and shortlist the firms.
- (f) The Price Bids of the technically qualified firms only would be opened by the Purchase Committee of CGEWHO on due date and time and recommend the lowest Bidder, if reasonable, for acceptance.
- (g) Bid would be accepted strictly on-line only except the following to be submitted in Original / at Head Office of CGEWHO , Ninth Floor , Janpath Bhawan , New Delhi, before opening of Technical Bid.
- a. Letter of Submittal- Annexure-VII
  - b. Document Charges-----
  - c. Declaration of no-condition , Annexure-III
  - d. EMD-----
  - e. Self-certification-Undertaking in Letter Head if Firm is blacklisted / debarred by any Government /Semi Government /PSU.-Annexure VIII
  - f. DECLARATION on non judicial stamp paper of Rs 10/- (Annexure IX).
- (h) The proposal, then, will be put up to the Executive Committee of CGEWHO for approval.

## ARTICLE OF AGREEMENT

Article of Agreement made this the \_\_\_\_\_ day of \_\_\_\_\_, 2025

Between

**Central Government Employees Welfare Housing Organisation (hereinafter called the Employer) , on behalf of Housing and Urban Development Corporation Ltd. (HUDCO) ,** having its registered office at 9th Floor "B Wing Janpath Bhawan, Janpath NEW DELHI-110001 of the one part

and

\_\_\_\_\_, a company registered under the Companies Act, 2013 and having its office at \_\_\_\_\_ (hereinafter called "the contactor") of the other part.

WHEREAS the Employer is desirous of construction of 152 Dwelling Units of different types having configuration of Double Basement + Stilt + 20 Storey, Club House, Swimming Pool, Tennis cum Basketball Court including Civil , Plumbing , sanitary , Internal Electrical and External Development Works for the proposed Residential Project at Plot No.28, Sector-4, Vaishali, Ghaziabad, UP as specified.

The description of works to be done shall be as per details prepared by or under the direction of M/s Garg & Associates, 46 Regal Building, Connaught Place, New Delhi (hereinafter called "Architect") and the CGEWHO had floated a tender inquiry for interalia, the construction, and completion thereof in all respect.

AND WHEREAS the CGEWHO has accepted the Contractors tender in respect thereof subject to and on the terms and conditions contained hereinafter.

### 1. Duties and powers of the Project Manager

The Employer will appoint Project Manager who will represent the Employer at site for all matters pertaining to execution, supervision and planning of the project. He will be a representative of the Employer and all instructions pertaining to the project as given by him will be taken into consideration and implemented by the Contractor. All communications from the Contractor shall be addressed to the Project Manager with a copy to PMC's/Architect's representative.

### 2. Powers and responsibility of the PMC representative-

The duties of the PMC representative are to supervise the works, to test and examine any materials to be used or workmanship employed in connection with the works in execution of the project. He shall have no authority to relieve the Contractor of any of his duties or obligations under the contract nor as expressly provided hereunder or elsewhere in the contract to order any works involving delay or any extra payment by the Employer not to make any variation in the works.

The PMC after seeking the approval of the Employer, may from time to time in writing delegate to the PMC's Representative any of the powers and authorities vested in the

PM and shall furnish to the Contractor a copy of all such written delegations of powers and authorities. Any written instruction or approval given by the PMC's Representative to the Contractor within the same terms of such delegations (but one otherwise) shall bind the Contractor and the Employer as though, it had been given by the PMC provided always as follows: -

(I) Incorrect approval or failure of the PMC's Representative to disapprove any works or materials shall not prejudice the Project Manager/PMC to disapprove such works or materials and to order the pulling down, removal or breaching up thereof.

(II) If the Contractor shall be dissatisfied by reason of any decision of the Architect/PMC's Representative, he shall be entitled to refer the matter to the Employer who shall there upon confirm, reverse or vary such a decision.

3. For the consideration hereinafter mentioned the Contractor will upon and subject to the provisions of the contract carry out and complete and maintain the works described in the scope of the works hereto and of the specification and shown upon the drawings and described by or referred to in the bill of quantities and other Annexure hereto and in the contract in conformity in all respect with all the provision thereof.
4. The employer will pay the Contractor the sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only), as shall become payable hereunder at the times and in the manner specified in the contract.
5. The following documents shall be deemed to form and be read in conjunction with each other and construed as part of this contract-
  - (a) The letter of Acceptance/ Intent.
  - (b) Article of Agreement.
  - (c) The Tender (Vol.I , Vol.II, Vol III)
  - (d) Schedule of Items.
  - (e) General Conditions of Contract.
  - (f) Special Conditions of Contract.
  - (g) The Specifications.
  - (h) General specifications published by C.P.W.D. latest edition (to be adopted in case of missing specifications in these documents)
  - (i) Tender Drawings.
  - (j) Correspondences and addendums if any.

In case of discrepancy between schedules of quantities, the specifications and or drawings the following order of preference would be observed-

- (I) Description of Schedule of Quantities/Scope of Works.
- (II) Particular specifications and special conditions.
- (III) Tender Drawings.
- (IV) Specifications Vol. II and CPWD specifications.
- (IV) Indian Standard Specification of B.I.S.

6. The parties agree that the amount of liquidated damages specified in Clause 47.1 of General Conditions of Contract and Rate of Progress specified in clause no. 46-1 of General Conditions of Contract represents a genuine and fair estimate of the loss likely to be suffered by the employer in the event of the works not being progressed as per schedule

and not being completed in time. This is without prejudice as defined in general condition of the contract.

- 7. The rates quoted by the Contractor includes all taxes including income Tax, GST, labour Cess, Development Tax etc. as applicable as per Central Govt., State Govt., local bodies and any other authority.
- 8. The payment of GST is the statutory liability of the Contractor/ service provider and they shall deposit as per prevailing rate from time to time under the intimation to CGEWHO, labour cess and income tax will be deducted as per Govt. regulations.

If any dispute arises and persists between the Contractor and Employer, the same shall be referred to the sole arbitrator to the appointed by the President, Governing Council, CGEWHO, whose award shall be final and binding on both parties.

IN WITNESS WHEREOF THE PARTIES HERE TO HAVE PUT THEIR HANDS HERE UNTO ON THE DAY MONTH AND YEAR FIRST ABOVE WRITTEN.

(CONTRACTOR)

(EMPLOYER)

In the presence of

In the presence of

- 1.
- 2.

- 1.
- 2.

**APPENDIX “A” - TO FORM PART OF TENDER**

Sr. No.	Reference condition No.	Page No.	Description	Application of This contract
1	NIT	4	Name of works	Construction of HUDCO's Vaishali Residential Project at Plot No. 28, Sector-4, Vaishali, Ghaziabad, (UP) (Civil, Sanitary, plumbing, Internal Electrical, Fire Fighting, Mechanical Ventilation, Elevators and External Development Works)
2	NIT	4	Time Allowed for execution of Works	<b>36months</b> including monsoon period during the execution of the contract from the date of Actual commencement of works at site.
3	NIT	5	Accepting Authority	CEO CGEWHO
4	NIT	4	Cost of Tender Document	<b>Rs. 30,000/-</b> (Thirty thousand only) +GST 18%
5	NIT	5	Last date of sale of Tender Document	<b>08-08-2025 at 1500 Hrs</b>
6	Instructions and information for Tendering	8	Office where any further information may be obtained	<b>M/s GARG &amp; ASSOCIATES</b> ARCHITECTS, URBANISTS, ENGINEERS 46, Regal Building, Connaught Place, New Delhi Ph: 011-23742509, 23742808 email: office@gargandassociates.in M: 9811225455
7	NIT	5	Last date & time of Receipt of E-Tender Document	<b>08/08/2025 03:00 pm</b>
8	NIT	5	Date and Time of opening of Technical Bid	<b>08/08/2025 03:30 pm</b>
9	NIT	5	Date and Time of opening of Financial Bid	<b>To be intimated to the qualified bidders later on</b>
10	NIT	4	Earnest Money	<b>Rs 1,50,00,000</b>
11	60.5, GCC	63	Percentage of retention of Money/ Security Deposit	5% from each bill up to a maximum limit of 5% of contract value.

Sr. No.	Reference condition No.	Page No.	Description	Application of This contract
12	Instructions and information for Tendering	7	Officer to return Earnest Money	CEO CGEWHO
13	41.0, GCC	47	Date of commencement of works	<b>15(fifteen)</b> days from the date of issue of LOI or the date of handing over of site, when all Statutory approvals are obtained and communicated to the Contractor by CGEWHO, whichever is later.
14	51.3, GCC	54	Percentage to cover overheads and profit for new item	15% (Fifteen percent)
15	44.1 to 44.4, GCC	48-49	Competent authority to decide any cause of delay (Beyond Contractor's control)	CEO, CGEWHO
16	47.1, GCC	50	Amount of liquidated damages for delay	0.5% (zero point five percentages) of the Contractor price per week or part thereof of delay subject to ceiling of 10 % of contract value.
17	44.1, GCC	48	Competent authority to grant extension of time	CEO, CGEWHO
18	49.1& 49.5, GCC	52 &53	Defect liability period	5 years will start after 3 months of obtaining the Occupancy Certificate from the concerned authorities.
19	60.0, GCC	61&62	Interval of interim Bills	One RA bill in one month ,
20	Instructions and information for tendering	7	Minimum amount Interim Certificate	<b>Rs. 75Lacs</b> including secured advance. (out of which a minimum of 50% should be the value of works done)
21	60.2 , GCC	62	Monthly Payment	Ten working days after the amount certified by PM at site.
22	38.0, SCC	93	Secured advance against supply of materials on site (except for perishable materials)	<b>85%</b> of the estimate values of materials on signing on indenture, which shall be paid along with RA Bills

Sr. No.	Reference condition No.	Page No.	Description	Application of This contract
23	66.1, GCC	68	Appointing Authority of Arbitrator	President, Governing Council, CGEWHO
24	23.1, GCC	35	Minimum amount of third-party insurance	<b>Rs. 1,00,00,000.00</b> against any one accident and number of accident unlimited.
25	77.1, GCC	71	Performance Bank Guarantee	<b>5 %</b> of the Total contract amount within 15 days of the issue of L.O.I.
26	40.0, SCC	93	Mobilization advance	<b>5%</b> of the contract values, with <b>12%</b> interest.
27	41.0, SCC	94	Escalation on Materials & labour.	Escalation Clause 41 of Special Conditions of Contract <b>deleted</b> . The contract is on firm price. No Escalation shall be payable in the contract.
28	57.0, GCC	59	Guarantee for waterproofing work	0.2% of gross VWD will be deducted from each running bills.

## GENERAL CONDITIONS OF CONTRACT

### 1.0 Definition and interpretation

1.1 In the contract (as hereinafter defined) the following words and expressions shall have in meanings hereby assigned to them, except where the context otherwise requires: -

- (a) (i) **“Employer”** means **CGEWHO** (on behalf of HUDCO as per MOA signed between CGEWHO & HUDCO) includes the employer’s representatives, successors and assigns.
- (ii) **“Contractor”** means the person whose tender has been accepted by the employer and the legal successors in title to such person, but not (except with the consent of the Employer) any assignee of such person.
- (iii) **“Sub-Contractor”** means any person named in the contract as a sub-Contractor for a part of the works or any person to whom a part of the works has been subcontracted with the consent of the Employer/Architect/PMC and the legal successors in title to such person but not any assignee of any such person.
- (iv) **“Project Manager” PM** means who will represent the employer at site in all matters pertaining to execution supervision, planning and overall control of the project.
- (v) **“Architect”** means **M/s Garg & Associates**, or any other agency appointed by the employer to perform requisite.
- (vi) **“Architect’s Representative”** means a person appointed from time to time by the Architect .
- (vii) **“Project Management Consultant” PMC** means any agency appointed by the employer to perform requisite.
- (viii) **“PMC’s Representative”** means a person appointed from time to time by the PMC under sub – clause 2.2
- (vii) **“Accepting Officer”** means the **Chief Executive Officer of CGEWHO**.
- (b) (i) **‘Contract’** means these conditions, the Specifications, the drawings, the Schedule of Rates, the Tender, the Letter of Acceptance, the Article of Agreement (if completed) and such further documents as may be expressly incorporated in the letter of Acceptance of Contract Agreement (if completed).
- (ii) **“Specifications”** means the specifications of the works included in the contract and any modification thereof or addition thereto made under clause 51.1 or submitted by the Contractor and approved by the Employer/ Architect.

- (iii) **“Drawings”** means all drawings, calculation and technical information or alike nature provided by the Employer /Architect and all drawings, calculations samples, patterns, models, operations and maintenance manual and other technical information of alike nature submitted by the Contractor and approval by the Employer/Architect/PMC.
- (iv) **“Schedule ‘A’/Schedule of rates”** means the period and complete Schedule of Rates forming part of tender.
- (v) **“Tender”** means the Contractor’s price offer to the employer for the execution and completion of the works and the remediation of any defects therein in accordance with the provisions of the contract, as accepted by the Letter of Acceptance .The word “tender” is synonymous with “Bid and the words “Tender Document” with “Bidding Document”.
- (vi) **“Letter of intent /Letter of acceptance”** means the formal acceptance by the Employer of the Tender.
- (vii) **“Contract Agreement”** means the contract agreement (if any) referred to in sub-Clause 9.
- (viii) **“Appendix to tender”** means the appendix comprised in the form of tender annexed to these conditions.
- (c) (i) **“Commencement Date”** means after 15 days of issue of LOI or the date on which the site is handed over when all statutory approvals are obtained, upon which the Contractor receives the notice to commence works issued by the Employer /Architect whichever is later.
- (ii) **“Time for completion”** means the time for completion of the execution of works under this contract and passing the tests on completion of the works or any section of part thereof as stated in the contract (or as extended under Clause-44.1) calculation from the commencement date.
- (d) (i) **“Tests on completion”** means the tests specified in the contract or otherwise agreed by the Employer/PMC and the Contractor which are to be made by the Contractor before the works or any section or part thereof are taken over by the Employer
- (ii) **“Taking over certificate”** means a certificate issued pursuant to clause 48.1.
- (e) (1) **“Contract price”** means the sum stated in the letter of intent as payable to the Contractor for the execution and completion of the works and remediation of any defects there in accordance with the provision of the contract.
- (ii) **“Security Deposit/Retention Money”** means the aggregate of all money retained by the Employer pursuant to sub –class 60.5.
- (f) (i) **“Works”** means the permanent works and Temporary works or either of them as appropriate.

(ii) “**Permanent works**” means the permanent works to be executed (including plant and machinery) in accordance with the contract

(iii) “**Temporary works**” means all temporary works of every kind (other than Contractor’s equipment) required for the execution and completion of the works and for the remediation of any defect therein, but does not include plant, materials or other things intended to form or forming part of the permanent works.

(iv) “**Plant**” means machinery, apparatus and the like intended to form or forming part of the permanent works.

(v) “**Contractor’s Equipment**” means all appliance and things of whatsoever nature (other than Temporary works) required for the execution and completion of the works and the remediation of any defects therein, but does not include plant, materials or other things intended to form or forming part of the permanent works.

(vi) “**Section**” means a part of the works specifically identified in the contracts as a section.

(vii) “**Site**” means the places provided by the Employer where the works are to be executed and any other places as may be specifically designated in the contract as forming part of the site.

(g) (i) “**Cost**” means all expenditure properly incurred or to be incurred whether on or off the site, including overhead and other charges properly allocable thereto but does not include any allowance for profit.

(ii) “**Day**” means calendar day.

(iii) “**Writing**” means any hand-written, type-written, or printed communication including telex, cable and facsimile transmission.

## 1.2 Heading and Marginal Notes

The headings and marginal notes in these conditions shall not be deemed part thereof or be taken into consideration in the interpretation or construction thereof of the contract.

## 1.3 Interpretation

Words imparting persons or parties shall include firms and corporations and any Organization having legal capacity.

## 1.4 Singular and Plural

Words imparting the singular only also include the plural and vice versa where the context requires.

## 1.5 Notices, consents, approvals, certificates or determination

Wherever in the contract provision is made for the giving or issue of any notice, consent, approval, certificate or determination by any person, unless otherwise specified such notice, consent, approval, certificate or determination shall be in writing and the words “notify”, “certify” or “determine” shall be construed accordingly. Any such consent, approvals, certificate or determination shall not unreasonably be withheld or delayed.

## 2.0 PMCs Duties and Authorities-

2.1 (a) The PMC shall carry out duties specified in the contract.

(b) The PMC may exercise the authority specified in or necessarily to be implied from the contract provided however that if the PMC is required, under the terms of his appointment by the Employer, to obtain the specific approval of the Employer before exercising any such authority. Particulars of such requirements shall be set out elsewhere of these conditions.

The PMC shall obtain the specific approval of the Employer before taking any of the following actions specified-

- (i) Approving subletting of any part of the works under clause 4.1
- (ii) Certify additional cost as determined.
- (iii) Determined an extension of time under clause 44.1
- (iv) Issuing a variation under 51.1, except, in an emergency situation as reasonably determined by the PMC, or
- (v) Fixing rates or prices under clause 52.1
- (vi) Except as expressly stated in contract, the PMC shall have no authority to relieve the Contractor of any of his obligations under the contract.

## 2.2 PMCs Representative

The PMC's Representative shall be appointed by the PMC and be responsible to the Employer/ Architect/ PMC and shall carryout such duties and exercise such authority as may be delegated to him by the PMC under sub-clause 2.3

## 2.3 PMCs Authority to delegates

The PMC may from time to time delegate to the PMCs Representative any of the duties and authorities vested with the PMC and he may at any time revoke such delegation. Any such delegation or revocation shall be given in writing and shall not take effect until a copy there of has been delivered to the Employer and the Contractor.

Any communication given by the PMC's Representative to the Contractor in accordance with such delegation shall have the same effect as though it had been given by the PMC. Provided that: -

- (a) Any failure of the PMC's Representative to disapprove any works materials or plant shall not prejudice the authority of the Employer / PMC to disapprove such works, materials or plant and to give instructions for the rectification there of:
- (b) If the Contractor questions any failure of the PMC's communication of the PMC's representative, he may refer the matter to the PMC/ Employer who shall confirm, reverse or vary the contents or such communication.

## 2.4 Appointment of Assistants

The PMC or the PMC's representative may appoint any number of persons to assist the PMC Representative in carrying out of his duties under Sub-Clause 2.2 He shall notify to the Contractor the names, duties and scope of authority of such persons. Such assistants shall have no authority to issue any instruction to the Contractor save in so far as such instruction may be necessary to enable them to carry out their duties and to secure their duties, acceptance of materials, plant or workmanship as being in accordance with the contract, and any instructions given by any of them for those purpose shall be deemed to have been given by the PMC's Representative.

## 2.5 Instructions in writing

Instructions given by the Employer, Architect & PMC shall be in writing, provided that if for any reason the Employer/ Architect/ PMC consider it necessary to give any such instruction orally the Contractor shall comply with such instruction. Confirmation in writing of such oral instruction given by the Employer/ Architect/ /PMC whether before or after the carrying out of the instruction, shall be deemed to be an instruction within the meaning of this Sub-Clause, Provided further that if the Contractor, within 15 days confirm in writing to the Employer/ Architect/ /PMC, any oral instruction of the Employer/ Architect/ PMC and such confirmation is not contradicted in writing within 15 days, by the Employer/ Architect/ PMC, it shall be deemed to be an instruction of the Employer/ Architect/ PMC.

## 2.6 PMC to act impartially

Wherever, under the contract, the PMC in consultation with the Employer required to exercise his discretion by:

- (a) Giving his decision, opinion or consents or
- (b) Expressing his satisfaction or approval or
- (c) Determining value, or
- (d) Otherwise taking action which may affect the rights and obligations of the Employer or the Contractor.

He shall exercise such discretion impartially within the terms of the contract and having regard to all the circumstances. Any such decision, opinion, consent, expression of satisfaction or approval determination of value or action may be opened up, reviewed or revised by the Employer.

## 3.0 Assignment and subcontracting

- 3.1 The Contractor shall not, without the prior consent of the Employer (which consent, notwithstanding the provisions of sub-clause 1.5, shall be at the sole discretion of the Employer), assigns the contract or any part thereof, or any benefit or interest there in or there under, otherwise than by:
- (a) A change in favour of the Contractor's bankers of any monies due or to become due under the contract, or
  - (b) The purchase of materials which are in accordance with the standards in the contract, or
  - (c) The sub-contracting of any part of the works for which the Sub Contractor is named in the contract.

#### 4.0 **Subcontracting**

- 4.1 The Contractor shall not sub contract the whole of the works, except where otherwise provided by the contract. The Contractor shall not sub contract any part of the works without the prior consent of the Employer/ PMC. Any such consent shall not relieve the Contractor from any liability or obligation under the contract and he shall be responsible for the acts, defaults and neglects of any Sub-Contractor, his agents, servants or workmen as fully as if they were the acts, defaults or neglects of the Contractor, his agents, servants or workmen.

Provided that the Contractor shall not be required to obtain such consent for: -

- (a) The provision of labour or
- (b) The purchase of materials which are in accordance with the standard in the contract, or
- (c) The subcontracting of any part of the works for which the sub-Contractor is named in the Contract.

#### 4.2 **Assignment of Sub Contractor obligations-**

In the event of a Sub Contractor having undertaken towards the Contractor in respect of the works executed, or the goods, materials, plant or services supplied by such Contractor, any continuing obligation extending for a period exceeding that of the defects liability period under the contract, the Contractor shall at any time, after the expiry of such period, assign to the employer, at the employer's request and cost, the benefit of such obligation for the unexpired duration thereof.

#### 5.0 **Language and law governing Contract Documents-**

- 5.1
- a) The language will be English in which the contract document shall be drawn up,  
and
  - b) The law that is in force in India shall apply to the contract and according to which the contract shall be constructed.  
If the said documents are written in more than one language, the language according to which the contact shall be construed and interpreted is also

stated in part of these conditions, being there in designated the “Ruling Language”.

- 5.2 The several documents forming the contract are to be taken as mutually explanatory of one another, but in case of ambiguities of discrepancies the same shall be explained and adjusted by the Employer/PMC who shall there upon issue to the Contractor instructions there on.

## 6.0 Custody and supply of drawings and documents

- 6.1 The drawing shall remain in the sole custody of the Employer/PMC but **2 (two)** copies, thereof, shall be provided to the Contractor free of charges. The Contractor shall make at his own cost any further copies required by him, unless it is strictly necessary for the purpose of the contract. The drawing specification and other document provided by Employer or the Architect shall not, without the consent of the Employer/ Architect/ PMC, be used or communicated to a third party by the Contractor. Upon issue of the defect liability certificate the Contractor shall return to the Employer/PMC all Drawings specification and other document provided under the contract.

**LAYOUT DRAWING:-** Before commencing the works the Contractor shall prepare and submit to PMC at his cost lay out drawings for the works ,illustrating, dimensioning, and specifying the intended routes and lay out for all concealed horizontal and vertical Civil, Sanitary and Electrical Service Lines, runs of conduits schematic diagrams of plumbing networks to be followed. The works shall be carried out after the Architect’s approval of the intended layouts.

The Contractor shall supply to the Employer/ PMC four copies of all drawings specification and other documents submitted by the Contractor and approved by the Architect/ PMC, in accordance with Clause 7.1 together with the reproducible copy of any materials which cannot be reproduced to an equal standard by photocopy. In addition, the Contractor shall supply such further copies for each drawing, specifications and other documents as the PMC may request in writing for the use of Employer.

## 6.2 One copy of drawings to be kept on site-

One copy of the drawing, provided to or supplied to the Contractor as aforesaid, shall be laminated and kept at the site and at all reasonable time and be available for inspection and use by the Employer/PMC and by any other person authorised by the Employer/ PMC in writing.

## 6.3 Disruption of progress-

The Contractor shall notice to the PMC with a copy to the Employer whenever planning of execution of the works is likely to be delayed or disrupted unless any further drawing or instruction is issued by the Employer/PMC within a reasonable time .The notice shall include details of the drawing or instruction required and of why and by when it is required and of any delay or disruption likely to be suffered if it is late.

#### 6.4 **Delay and cost due to delay issuance of drawing-**

If by reason of any failure or inability of the Architect to issue within a reasonable time in all the circumstances, any drawing or instruction for which notice has been given by the Contractor in accordance with sub-clause 6.3, the Contractor suffers delay then the PMC shall after obtaining approval of the Employer determine extension of time to which the Contractor is entitled under clause 44.1.

#### 6.5 **Failure by Contractor to submit drawings**

If the failure or inability of the Architect to approve any drawing or instruction is caused in whole or in part by failure of the Contractor to submit shop drawings specification or other document, the Architect/ PMC shall take such failure by the Contractor into account when making his determination pursuant to sub-clause 6.4.

#### 6.6 **Completion Drawings-**

On completion of the works and before applying for certificates of completion, the Contractor shall prepare at his cost and submit to Employer through the PMC, 3 sets of completion drawing illustrating, dimensioning and specification the works actually carried out.

The drawing shall also indicate all horizontal, vertical and connected electrical sanitary and service lines and contain schematic diagram, satisfactorily explaining all the sanitary and electrical installation, writing diagrams, and plumbing and drainage networks etc. as consider necessary by the Architect.

#### 7.0 **Supplementary drawing and instruction**

7.1 The Architect with the approval of Employer shall have authority to issue to the Contractor, from time to time, such supplementary drawings and instruction as shall be necessary for the purpose and adequate execution and completion of the works and the remediation of any defects therein. The Contractor shall carry out the works accordingly and be bound by the same. However, the regularization as variation or otherwise shall be carried out as provided for in the contract.

#### 7.2 **Permanent works designed by Contractor-**

Where the contract expressly provides that part of the permanent works shall be designed by the Contractor, he shall submit to Employer/Architect, for approval:

- (a). Such drawing, specifications, calculation and other information as shall be necessary to satisfied the Employer /Architect as to the suitability and adequacy of that design and
- (b). Operation and maintenance manuals together with drawings to the permanent works as completed, in sufficient details to enable the Employer to operate, maintain, dismantle, reconstruct and adjust, the permanent works incorporate that design. The works shall not be considered to be completed for the purpose of taking over in accordance with clause 48.1 until such operation and maintenance manual together with drawing on completion, have been submitted to the and approval by the Employer/ Architect/.

### 7.3 Responsibility unaffected by approval

Approval by the Employer /Architect/ PMC in accordance with sub-class 7.2 shall not relieve the Contractor of any of his responsibility under the contract.

### 8.0 Contractor's General Responsibility

8.1 The Contractor shall, with due care and diligence, design (to the extent provided for by the contract) execute and complete the works and remedy any defect here in accordance with the provision of the contract. The Contractor shall provide all superintendence, labour, materials, plant, Contractor's equipment and all other things, whether of a temporary or permanent nature, required in and for such design execution, completion and remediation of any defects so far as the necessity for providing the same is specified in or is reasonably inferred from the contract. The Contractor shall promptly notify Employer and the Architect of any error, omission fault or any other defect in the design or specifications for the works which he discovers when reviewing the contract documents or in the process of execution of works.

### 8.2 Site operations and methods of construction

The Contractor shall, take full responsibility for the adequacy, stability and safety of all site operations and methods of construction. Provided that the Contractor shall not be responsible (except as stated here under or as may be otherwise agreed) for the design or specification of permanent works or for the design or specification of any temporary works provided specifically in this contract. If the design of any part/ works is not provided in this contract then that part of the permanent works shall be designed by the Contractor. He shall be fully responsible for that part of such works, notwithstanding any approvals by the Employer/Architect.

### 9.0 Contract Agreement

The Contractor shall if called upon to do so, enter in to execute the Contract Agreement to be prepared and completed at the cost of the Employer, in the form annexed to these conditions with such modification as may be necessary.

### 10.0 Inspection of site

10.1 The Employer/PM shall make available to the Contractors, before the submission of the tender by the Contractor such data on hydrological and sub-surface condition as have been obtained by or on behalf of the Employer from investigations undertaken relevant to the works but the Contractor shall be responsible for his own interpretation thereof.

- (a) The form and nature thereof, including the surface conditions
- (b) The hydrological and climate conditions
- (c) The extent and nature of works and materials necessary for the execution and completion of the works & the remediation of any defect there in and
- (d) The means of access to the site and the accommodation he may require and in general shall be deemed to have obtained all necessary information, subject as

above mentioned as to risks, contingencies and all other circumstances which may affect his tender.

## 10.2 Access to data

Data made available by the Employer in accordance with sub-clause 10.1 shall be deemed to include data listed elsewhere in the contract as open inspection at Architect.

10.3 The Contractor shall maintain the following record and registers at site to be kept in the custody of the Employer/ Project Manager and available for inspection at all times, they should arrange to note the instruction of Employer/Project Manager daily in his office: -

1. Register of Hindrances
2. Register of person Employed
3. Register of Accidents
4. Attendance Register
5. Architect/ PMC Instruction Register
6. Employer's Instruction Register
7. Orders
8. Measurement books for all the item of works
9. Store Register
10. Employers Materials Issue Register
11. Invoice and receipt register
12. Works Diary
13. PERT and CPM chart
14. Register of Tests
15. Steel and Cement issue & Consumption Register, and any other register, document or invoices, directed to be maintained by Employer/ PMC.

## 11.0 Sufficiency of tender

11.1 The Contractor shall be deemed to have based his sufficiency in tender on the date made available by the Employer and of tender on his own inspection and examination, all as mentioned.

The Contractor shall be deemed to have satisfied himself as to the correctness and sufficiency of the tender and of the rates and prices quoted in the schedule of rates, all of which shall, except as it is otherwise provided in the Contract, cover all his obligations under the Contract and all matters and things necessary for the proper completion and maintenance of the works and the remediation of any defects therein.

11.a. If any dispute/ambiguity/disparity arises between the Contractor and the project Manager /PMC pertaining to the interpretation of the contract agreement the same shall be referred to the head office of the Employer of giving intent of the contract by the accepting office which shall be final and binding on both the parties.

## 11.2 Adverse physical obstructions or conditions

If, however, during the execution of the works the Contractor encounter, physical obstruction or physical condition, other than climatic condition on the site which obstruction or the conditions, were in his opinion is hampering the progress, the Contractor shall forthwith give notice thereof to the PMC, with a copy to the Employer. On receipt of such notice, the PMC shall, if in his opinion such obstructions or conditions could not have been reasonably foreseen by an experienced Contractor after due consultation with Employer and the Contractor determine any extension of time which the Contractor is entitled under clause 44.1 and after obtaining approval of the Employer, shall notify the Contractor accordingly with copy to the Employer. Such determination shall take account of any instruction, which the PMC may issue to the Contractor in connection therewith and any proper and reasonable measures acceptable to the Employer /PMC, which the Contractor may take in the absence of the specific instructions from the PMC.

## 12.0 Works to be in Accordance with contract

Unless it is legally or physically impossible the Contractor shall execute and complete the works and remedy any defect in strict accordance with the contract to the satisfaction of the Employer/PMC. The Contractor shall comply with & adhere strictly to the Employer /PMC's instructions on any matter, whether mentioned in the contract or not, touching or concerning the works, The Contractor shall take instruction only from the Employer /PMC or, subject to the provision of clause 2.1 from the PMC's Representative.

## 13.0 Programme to be submitted

13.1 The Contractor shall within the time stated in these conditions after the date of letter of acceptance submit to the Employer/PMC for his consent, a Program in such form and details as the Employer /PMC determine for the execution of the works. The Contractor shall, whenever required by the Employer/PMC also provide in writing for his information, a general description of the arrangements and methods which the Contractor proposes to adopt for the execution of the works. The time within which the program shall be submitted, shall be 15 days after the issue of L.O.I/ Works order.

## 13.2 Revised Program

If at any time it should appear to the Employer /PMC that the actual progress of the works does not conform to the program to which consent has been given under Sub-Clause 13.1 the Contractors shall produce, at the request of the Employer /PMC, a revised program showing the modifications to such program necessary to ensure completion of the works within the time for completion.

## 13.3 Cash Flow and Materials Estimate to be submitted

The Contractor shall within the time stated in these conditions after the date of the letter of acceptance, provide to the Employer/PMC for his information a detailed cash flow estimate, in quarterly periods of all payments to which the Contractor will be entitled under the contract and the Contractor shall subsequently supply revised cash flow estimates at quarterly intervals, if required, to do so by the Employer/PMC.

The time within which the detailed cost estimate shall be submitted, shall be 28 days.

### 13.4 Contractor not relieve the Duties or Responsibilities

The submission to and consent by the Employer/PMC of such programs or the provision of such general descriptions or cash flow estimates and materials requirement, shall not relieve the Contractor of any of his duties or responsibilities under the Contract.

### 14.0 Contractor's super intendance

14.1 The Contractor shall provide all necessary super intendance during the execution of the works and as long thereafter as the Employer/ PMC may consider necessary for the fulfilling of the Contractor's obligations under the Contract. The Contractor or a competent and authorised representative approved by the Employer/ PMC (Which approval may at any time be withdrawn) shall give his whole time to superintendence of the works. Such authorised representative shall receive, on behalf of the Contractor instructions from the Employer/ PMC or subject to the provision of clause 2.1, the PMC's Representative.

If approval of the representative is withdrawn by the Employer/PMC, the Contractor shall as soon as practicable having regard to the requirement of replacing him as hereinafter mentioned, after receiving notice of such withdrawal/removal of representative from the works and shall not thereafter, employ him again on the works in any capacity and shall replace him by another representative approved by the Employer/PMC.

### 14.2 Language Ability of Contractor's Representative

If the Contractor's authorised representative is not, in the opinion of the Employer/PMC, fluent in English the Contractor shall make available on site at all time a competent interpreter to ensure the proper transmission of instructions and information.

### 15.0 Contractor's Employees

15.1 The Contractor shall provide on the site in connection with the execution and completion of the works and remediation of any defect therein-

- (a) Only such technical assistant's hands are skilled and experienced therein respective callings and such foremen and leading and as are competent to give proper superintendence of the works.
- (b) Such skilled, semi-skilled and un-skilled labour as is necessary for the proper and timely fulfilling of his Contractor's obligation under the contract.
- (c) The Contractor shall employ constantly at site during the execution of the works, the following minimum staff:

**CIVIL Works:**

1 (One) Senior Graduate Engineer with more than 15 to 20years experience and at least 5 years' experience as independent in charge of project of similar magnitude as overall project in-charge

1 (One) Graduate Engineer with 10 to 12-year experience at the scale of minimum 1 (One) graduate engineer for every 100 DUS or part of the Contractor works.

2 (Two) Diploma Engineers with 5-7-year experience for every graduate engineer.

1(One) Diploma Engineer with 10-year experience of preparation of bills, standard measurement books, recording of measurement etc.

**SANITARY WORKS:**

1 (One)Diploma Engineers with 10 years' experience out of which 5 years should be in sanitary engineering and water supply works.

**ELECTRICAL WORKS:**

1 (One) Diploma Engineers (Electrical) with 10 years' experience.

The technical staff should be available at site constantly at all times to supervise the works and take instruction from the Project Manager/Architect/ PMC Consultant when the works is in progress.

In case the Contractor fails to employ the technical staff as aforesaid, recoveries at the following rates shall be levied at the discretion of the accepting officer.

- i) A sum of Rs.90,000/- per month in case of each senior graduate engineer
- ii) Rs.60,000/- per month in case of each Graduate Engineer.
- iii) Rs.30,000/- per month in case of each diploma engineer, not employed on the works for each month of default thereof.

- 15.2 The Employer/PMC shall be at liberty to object to and require the Contractor to remove forthwith from the works any person provided by contract who in the option of the PMC/ Employer, misconducts himself, or is incompetent or negligent in the proper performance of his duties or whose presence on site is otherwise considered by the Employer/PMC to be undesirable and such person shall not be again engaged up on the works without the consent of Employer/PMC. Any person so removed from the works shall be replaced immediately.

**15.3 Language ability of Superintending Staff**

A reasonable proportion of the Contractors superintending staff shall have a working knowledge of English or the Contractor make available, on site at all time a sufficient number of competent interpreters to ensure that proper transmission of instruction and information.

**15.4 Employment of Local personal**

The Contractor is encouraged to the extent practicable and reasonable, to employ staff and labour from source within India.

**16.0 Setting out**

16.1 The Contractor shall be responsible for:

- a) The accurate setting out off the works in relation to original point, lines and levels of reference given by the Architect in writing.
- b) The correctness, subject as above mentioned, of the position, levels dimensions and alignment of all part of the works, and
- c) The provision of all necessary instruments, appliances and labour in connection with the foregoing responsibilities.

If at any time during the execution of the works any error appears in the position, levels, dimension or alignment of any part of the works, the Contractor, on beginning if required so to do by the Architect, shall at his own cost, rectify such error to the satisfaction of the Employer/Architect/PMC unless such error is based on incorrect data supplied in writing by the Employer/Architect in which case the employer/PMC shall determine an addition to the contract price in accordance with clause 52.1 and shall notify the Contractor accordingly, with a copy to the Employer.

The checking of any setting out of any line or level by the Employer/Architect/ PMC shall not in any way relive the Contractor of his responsibility for accuracy thereof and the Contract shall carefully protect and reserve all benchmark, sigh trails, pegs and other things used in setting out the works.

**16.2 Notice to Architect/ PMC**

The Contractor shall give to the Employer/Architect/ PMC not less than 48 hours (Forty-Eight hours) notice of his intention to set out or give level for any part of the works so that timely arrangement any be made for checking or issuing instructions. He shall indicate there in by which date the information, if any is required by him.

**17.0 Bore – holes & Exploratory Execution**

17.1 If at any time during the execution of the works the Architect required the Contractor to make boreholes or to carry out exploratory excavation in excess of the requirements specified elsewhere in the contract and such requirement shall be subject of instruction in accordance with clause 51.1 unless an item or a provisional sum in respect of such works is included in the bill quantities.

**18.0 Safety Protection of the Environment**

18.1 The Contractor shall, throughout, the execution and completion of the works and the remediation of any defects therein: -

- (a) Have full regard for the safety of all person entitled to be up on the site and keep the site (so far as the same is under his control) and the works (so far as the same are

- not completed or occupied by the employer) in an orderly state appropriate to the avoidance of the danger to such persons and
- (b) Provide and maintain at his own cost all lights, guards, fencing, warning & watching sign, when and where necessary or required by the Employer/PMC or by any duly constituted authority, for the protection of the works or for the safety and convenience of the public or other, and
  - (c) Take all reasonable steps to protect the environment on and off the site and to avoid damage or nuisance to persons or to properties of the public or others resulting from the pollution, noise or other causes arising as a consequence of his method of operation.
  - (d) All routes provided by their Contractor shall be screened so as not to interfere with any signal light on the railway or with any traffic or signal light of any local or other authority.

## 18.2 Employer's Responsibilities

If found under clause 31.1 the Employer shall carry out the works on the site with his own workmen he shall, in respect of such works.

- (a) Have full regards to the safety of all person entitle to be upon the site and
- (b) Keep the site in the orderly state appropriate to the avoidance of danger to such person.

If under clause 31.1 the Employer shall employ other Contractor on their site, he shall require them to have the same regard for safety and avoidance of danger.

## 19.0 Care of Works

19.1 The Contractor shall take full responsibility for the care of the works and materials and plant for incorporation therein from the commencement date until the date of issue of the taking –over certificate ,for the whole of the works ,when the responsibility for the said care shall pass to the Employer provided that:-

- (a) If the PMC issue a taking over certification for any section or part of the permanent works the Contractor shall cease to be liable for the care of that section or part from the date of issue the taking over certificate when the responsibility for the care of that section or part shall pass to the Employer, and
- (b) The Contractor shall take full responsibility for the care of any outstanding works, materials and plant for incorporation therein which he undertakes to finish during the defect liability period until such outstanding works have been completed pursuant to clause 49.1.

## 19.2 Responsibility to Rectify Loss or Damage

If any loss or damage happens to the works, or any part thereof, or materials or plant for incorporation therein, during the period for which the Contractor is responsible for the care thereof, from any cause what so ever, other than the works risks defined in sub clause 19.4, the Contractor shall at his own cost, rectify such loss or damage so that the permanent works conform in every respect with the provisions of the contract to the satisfaction of the PMC/ Employer. The Contractor shall also be liable for any loss or damage to the works occasioned by him in the

course of any operation carried out by him for the purpose of complying with his obligations under clause 49.1 to 49.3 and 50.1.

### 19.3 Loss or Damage Due to Risk

In the event of any such loss or damage happening from any of the risks defined in sub-clause 19.4 or in combination with other risks the Contractor shall if and to the extent required by the Employer/ PMC rectify the loss or damage.

### 19.4 Accepted Risks

The accepted risks are war, hostilities (whether war be declare or not), invasion act of foreign enemies, rebellion revolution, insurrection or of his sub-Contractors and arising from the conduct of the works not commotion or disorder or use or occupation by the Employer if any part of the permanent works, or a cause solely due to the Architect design of the works ,or ionizing radiations or contamination by the radio-activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel ,radio-active toxic explosive ,or other hazardous properties of any explosive, nuclear assembly or unclear component thereof, pressure waves cause by aircraft or other aerial device traveling at sonic or supersonic speed or any such operation of the force of nature traveling at sonic or supersonic speed or any such operation of the force of nature an experienced Contractor could not foresee ,or reasonably make provision for or insure against all of which are herein collectively referred to “the accepted risks”.

### 20.0 Insurance for Accepted risks

20.1 The works shall be insured against loss or damage by the accepted risk as defined, with an insurance agency in the name of Employer and shall be for the full value of works and materials existing at site at any point of time.

The Contractor shall take necessary policies from the nationalized insurance companies and shall renew the said policies as and when required by the Employer or insurance company at his own cost during the entire contract period.

Such insurance shall not be a limit or bar liability and obligation of the Contractor to complete the entire works in all respects.

20.2 In case of such a loss or damage as aforesaid, the money payable under any such insurance shall be received by the Employer. The Contractor shall repair and or reconstruct the works so damage in accordance with instruction of the project manager and the value of such works shall be ascertained and paid for as if it was an additional works to the Contractor.

### 21.0 Insurance of Works & Contractor’s Equipments

21.1 The Contractor shall without limiting his or the Employer’s obligation and responsibilities under Clause 20.1 insure:

(a) The works, together with materials and plant for incorporation therein to the full replacement cost, and is being understood that such insurance shall provide for

compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.

- (b) An additional sum of 15 per cent of such replacement cost, or as may be specified in these condition, to cover any additional cost of and incidental to the rectification of loss or damage including professional fees and the cost of demolishing and removing any part of the works and or removing debris or what so ever nature, it being understood that such insurance shall provide for compensation to be payable in the types& proportions of currencies required to rectify the loss or damage incurred.
- (c) **Exclusion** - The Contractor's equipment and other items brought on to the site by the Contractor, for sum sufficient to provide for their replacement at the site.
- (d) The insurance shall be issued by an insurance company which has been determined by the Contractor to be acceptable to the Employer.

## 21.2 Scope of Cover

The insurance in paragraphs (a) and (b) of sub-clause 21.1 shall be in the joint names of the Contractor and the Employer and shall cover: -

- (a) The Employer and the Contractor against all loss or damage from what so ever cause arising, other than as provided in sub-clause 22.2 from the first working day after the commencement to the date of issue of relevant taking over certificate in respect of works or any section or the part thereof as the case may be and
- (b) The Contractor for his liability
  - (i) During the Defect Liability Period for loss or damage rising from a cause occurring prior to the commencement of defect liability period and
  - (ii) For loss or damages occurred by the Contractor in the course of any operations carried out by him for the purpose of complying with his obligations under clause 49.1 to 49.3 and 50.1.

It shall be the responsibility of the Contractor to notify the insurance company of any change in nature and extent of the works and to ensure the adequacy of the insurance cover at all times during the period of content, indemnifying the employer on such aspects.

## 21.3 Responsibility for recovery

Any amount not insured or not recovered from the insurers shall be borne by the Contractor in accordance with the responsibilities under the clause 20.1 and 20.2.

- 21.4 All insurance mentioned in the contract shall be valid up to completion of the works at project, thereafter the Contractor shall get works insured against fire earthquake and other force majeure up to the end of defect liability period. The Contractor shall obtain all policies mentioned in the Contract with joints name of Employer and Contractor and shall submit the same to the Project Manager, who shall verify and certify the same before release of any payment to the Contractor.

The value of the Insurance policies shall be of Contractor values. However, towards obtaining the policies the Contractor shall have the following options:

- (a) To obtain the policies for the full value of the works with first instant
- (b) To obtain the policies in the following manner:

- (i) Policy worth of 25% of contract value before start of construction
- (ii) Policy worth of 50% (cumulative) prior to completion of 25% of value works including full value of materials at site for which secured advance given
- (iii) Policy worth of 75% (Cumulative) prior to completion of 50% of values of works done including full values of materials at site for which secured advance given
- (iv) Policy worth 100% (Cumulative) prior to completion of 75% of value of all deviation order issued of any

## 22.0 Damage to person & property

22.1 The Contractor shall except if and so far as the contract provided otherwise indemnify the Employer against all losses and claims in respect of:

- (a) Death or injury to any person, or
- (b) Loss or damage to any property (other than the works)

Which may arise out of or in consequence of execution and completion of the works and the remediation of any defect therein, and expenses what so ever in respect there of or in relation to subject to the exception defined in sub-clause 22.2.

## 22.2 Exceptions

The "exception" "referred" to in sub clause 22.1 are:

- (a) The permanent use or occupation of land by the works or any part thereof,
- (b) The right of the Employer to execute the works, or any part thereof on over under in or through and land
- (c) Damage to property which is the unavoidable result of the execution and completion of the works, or the remediation of any defects therein, in accordance with the contract
- (d) Death or injury to person or loss or damage to property resulting from any act or negligence of the Employer ,his agents, servants or other Contractor not being employed by the Contractor ,or in respect of any claims, proceedings, damages, cost charges and expenses in respect thereof or in relation there to, or where the injury or damage was contributed to the Contractor ,his servants or agents, such part of the said injury or damage as may be just and equitable having regard to the extent of the responsibility of the Employer ,his servants or agents or the Contractor for the injury or damage.

## 23.0 Third party Insurance (Including Employer's Property)

23.1 The Contractor shall without limiting his obligation and responsibilities under clause 22.0 &22.1 insure, in the joint name of the Contractor and the Employer, against liabilities for the death or injury to any person (other than works) arising out of the performance of the contract, other than the exceptions defined in Contract for an amount of Rs.1 crore. (Rupees One Crore only).

**23.2 Minimum Amount of Insurance**

Such insurance shall be for at least the amount stated in Appendix to Tender.

**24.0 Accident or injury to workmen**

24.1 The Employer shall not be liable for any damages or compensation payable to any workman other than death or injury resulting from any act default of the Employer, his agents or servants. The Contractor shall indemnify and keep indemnified the Employer against all such damages and compensation, other than those for which the Employer is liable as aforesaid, and against all claims, proceeding, damages, costs, charges, and expenses what so ever in respect there of or in relation there to.

**24.2 Insurance against Accident to workmen**

The Contractor shall insure against such liability and shall continue such insurance during the whole of the time for a person employed by him in the works. Provided that, in respect of any persons employed by any such Contractor, the Contractor obligations to insure as aforesaid under this sub Clause shall be satisfied if the Sub Contractor shall have insured against the liability in respect of such person in such manner that the employer is indemnified under the policy but the Contractor shall require such Contractor produce to the Employer, when required, such policy of insurance and the receipt for the payment of the current premium.

**25.0 Evidence & Terms of Insurance**

25.1 The Contractor shall provide evidence to the Employer as soon as practicable after the respective insurance have been taken out but in any case prior to the start of the works at the site that the insurances required under the contract have been effected and shall, within 84 days of the commencement date, provide the insurance policies to the Employer. The Contractor shall affect all insurances for which he is responsible with insurers and in terms approved by Employer.

**25.2 Adequacy of Insurance**

The Contractor shall notify the insurers of changes in the nature, extent or program for the execution of the works and ensure the adequacy of the insurance at all times in accordance with the terms of contract and shall, when required, produce to the Employer the insurance policies in force and receipts for payment of the current premium.

**25.3 Remedy on Contractor's Failure to insure**

If the Contractor fails to effect and keep in force any of the insurance required under the contract or fails to provide the policies to Employer within the period required by sub-clause 25.1, then and in any case the Employer may effect and keep in force any such insurances and pay any premium as may be necessary for that purpose and time to time deduct the amount so paid from any money due or to become due to the Contractor, or recover the same as debt due from the Contractor.

25.4 Till the insurance cover is not effective, no payment toward the R.A bills shall be released.

## 26.0 Compliance with Statutory Regulations

26.1 The Contractor shall conform in all respects, including by giving of all notices and paying of all fees, with the provision of:

- (a) Any national or state statutes, ordinance, or other law, or any regulation, or by-law of any local or other duly constituted authority in relation to the execution and completion of the works and the remediation of any defect therein, and
- (b) The rules and regulation of all public bodies and companies whose property right are affected or may be affected in any way by the works and the Contractor shall keep the employer indemnified against all penalties and liabilities of every kind for breach of any such provision, provided always that the employer shall be responsible for obtaining any planning, zoning or other similar permission required for the works to proceed.

## 26.2 Compliance of Laws

The Contractor shall keep himself fully informed of all Acts and laws of the Central and State govt.(i.e. Govt. of Uttar Pradesh) all local bye laws, ordinances, rules and regulations and all orders and decree of bodies or, tribunals having any jurisdiction or authority which in any manner affect those engaged or employed on the works or which in any way affect the conduct of the works. Contractor shall at all times, observe and comply with all such laws, ordinances, rules, regulations, orders and decrees, and shall give all notices and pay out of his own money any fees or charges to which he may be liable. He shall protect and indemnify the Department and its officers and Employers against any claim or liability arising out of violations of any such law, ordinances, legislations, order or decree, whether by himself or by his Employers & authorised representatives.

## 26.3 No waiving of legal rights and powers

The Employer/PMC shall not be precluded or stopped from taking any measurements, and of estimates or detaining any certificates made either before or after the completion and acceptance of the works and payment, from showing the true amount and character of the works performed and materials furnished by the Contractor and from showing that any such measurements, estimates or certificates untrue or incorrectly made and that Employer/PMC not be precluded or stopped from recovering from the Contractor such damages as it may be sustained by reasons of his failure to comply with the terms and conditions of the contract. Neither the acceptance by the Employer/PMC nor any payment for acceptance of the whole or any part of the works nor any extension of time nor any possession taken by the Employer/PMC shall operate as a waiver of any portion of the contract or any power here in reserved or of any risk to damage. A waiver of any breach of the contract shall not be held to be a waiver of any other or subsequent breach.

## 26.4 Prevention of nuisance and pollution

The Contractor shall take all necessary precautions to prevent any nuisance or inconvenience to the Employers, tenants or occupiers of adjacent properties and to the public in general and to any damage to such properties and any pollution. He shall make good at his own cost and to the satisfaction of the Employer/PMC, any damage to roads, paths, drainage works or public or private property whatsoever caused by the execution of the works or by traffic brought thereon by the Contractor. All waste or superfluous materials shall be cleaned away by the Contractor without any reservations entirely to the satisfaction of the Employer/PMC at no extra cost.

## 27.0 Fossils

All fossils, coins, articles of values or antiquity and structures and other remains or things of geological or archeological interest discovered on the site shall be deemed to the absolute property of the Employer. The Contractor shall take all precautions to prevent his works men or any other person from removing or damaging any such article or thing and shall immediately on discovery thereof and before removal, acquaint the Employer/PMC of such discovery and carry out the Employer/PMC's Instructions for dealing with the same, if by reason of such instructions the Contractor suffers delay and/or incur costs then the PMC shall, after due consultation with the Employer and Contractor determine :

- (a) Any extension of time to which the Contractor is entitled under clause 44.1, and
- (b) The amount of such costs, which shall be added to the contract prices and shall notify the Contractor accordingly with a copy to the Employer.

## 28.0 Patent Rights

28.1 The Contractor shall save harmless and indemnify the Employer from and against all claims and proceeding for or on account of infringement of any patent right, design, trade mark or name or other protected right in respect of any Contractor's equipment , materials or plant used for or in connection with or for incorporation in the works and from and against all damages, cost charges and expenses what so ever in respect there of or in relation there to except where such infringement result from compliance with the design or specification provided by the PMC/Employer.

## 28.2 Royalties

Except where otherwise stated, the Contractor shall pay all tonnage and other royalties, rent and other payments or compensation, if any, getting stone, sand, gravel, clay or other materials required for the works.

## 29.0 Interference with Traffic and adjoining properties

29.1 All operations necessary for the execution and completion of the works and the remediation of any defects therein shall so far as compliance with the requirements of the Contractor permit be carried on so as not to interface unnecessary or improperly with:

- (a) The Convenience of the public, or
- (b) The access to use and occupation of public or private road and footpaths railway and

any other right of way to or of properties whether in the possession of the employer or of any other person.

The Contractor shall save harmless and indemnify the Employer in respect of all claims, sunken plant & materials etc., proceedings, damages, costs, charges and expenses what so ever arising out of or in relation to any such matters insofar as the Contractor is responsible therefore.

## 29.2 Sunken Plant and materials-

If any plant (floating or otherwise) belonging to or hired by the Contractor or any Sub- Contractor or any person employed by the Contractor or by any sub coordinator or any materials or things there in or there from sink from any cause what so ever, it shall immediately be reported by the Contractor to the competent authorities and the PMC Representative and Contractor shall forthwith, at his cost raise and remove any such plant, materials ,or things or otherwise deal with the same as the Employer /PMC may direct.

The fact that such sunken plant, materials or things have been raised and removed, the Contractor shall set such buoys and display at night light and do all such things for the safety as may be required by the competent authority or by the PMC Representative.

In the event of Contractor not carrying out the obligation imposed on him by this clause, the Employer may cause to set buoy and display at night light on such plant and raise & remove the same without prejudice to the right of the Employer to hold the Contractor liable and all expenses and consequences thereon and incidental there to shall be borne by the Contractor and shall be recoverable from him as a debt by the employer or may be deducted by the Employer from any monies due or which may become due to the Contractor.

## 30.0 Avoidance of Damage to Roads

30.1 The Contractor shall use every reasonable means to prevent any of the roads or bridges communication with or on the routes to the site from being damaged or injured by any traffic the Contractor or any of his sub-Contractor and in particular, shall select routes ,choose and use vehicles and restrict and distribute loads so that any such extraordinary traffic as well inevitably arise from the moving of materials, plant, Contractor's equipments or temporary works from and of the site shall be limited as far as reasonable possible, so that no unnecessary damage or injury may be occasioned to such roads and bridges.

## 30.2 Transport of Contractor's Equipment or Temporary works

Save insofar as the Contractor otherwise provided, the Contractor shall be responsible and shall pay the cost of strengthening any bridges or altering or improving and road communication with or on the routes to the site to facilitate the movement of Contractor equipment of temporary works and the Contractor shall indemnify and keep indemnified the Employer against all claims for damage to any such road or bridge caused by such movement, including such claims as may be

made directly against the employer and shall negotiate and pay all claims arising solely out of such damage.

If it is found necessary for the Contractor to move one or more loads of heavy constructional plant and equipments, materials or pre constructional unit or parts of units of the works over road, highways, bridge on which such oversized and overweight items are not normally allowed to be move, the Contractor shall obtain prior permission from the concerned authorities . Payments for complying with the requirement, if any, for protection of or strengthening of the roads, highways or bridges shall be made by the Contractor and such expenses shall be deemed to be included in his contract price.

### 30.3 Transport of Materials or Plant

If not withstanding sub-clause 30.1 any damage occurs to any bridges or road communicating with or on the routes to the site arising from the transport of materials or plant, the Contractor shall notify the PMC with a copy to the Employer as soon as he becomes aware of such damage or as soon as he receives any claim from the Authority entitled to make such claim. Where under any law or regulation the hauler of such materials or plant is required to indemnify the road authority against damage, the Employer shall not be liable for any costs, charges or expenses in respect thereof or in relation thereto.

### 30.4 Water borne Traffic

Where the nature of the works is such as to require the use by the Contractor of waterborne transport the foregoing provision of this clause shall be construed as though "road included a dock, seawall or any other structure related to a waterway and "vehicle" included craft, and shall have effect accordingly.

### 31.0 Opportunities for other Contractor's

31.1 The Contractor shall, in accordance with the requirement of the PMC, afford all reasonable opportunities for carrying out there works to:

- (a) Any other Contractor employed by the Employer and their own workmen
- (b) The workmen of Employer and
- (c) The workmen of any duly constituted authorities who may be employed in execution on or near the site of any works, not included in the contract or of any contract which the Employer may entire into the connection with or ancillary to the works.

### 31.2 Facilities for other Contractor's

If, however, pursuant to sub-clause 31.1 the Contractor shall, on the written request of the Employer /PMC:

- (a) Make available to any such other Contractor, or to the Employer or any such authority the roads or ways for the maintenance of which the Contractor is responsible or
- (b) Permit the use, by an such of temporary works or Contractors equipment on the site, or

(c) Provide any other service of what so ever nature for any such requirements

The PMC shall determine an addition to the Contract price in accordance with clause 52.1 and shall notify the Contractor accordingly with copy to the Employer.

### 32.0 Contractor to keep site clear

32.1 During the execution of the works the Contractor shall keep the site reasonably free from all unnecessary obstructions and shall store, dispose of any Contractor equipment and surplus materials and clear away and remove from the site any wreckage, rubbish or temporary works no longer required.

### 32.2 Site maintenance

The Contractor shall maintain the Sites in good order during the whole construction period and defect liability period. It is prohibited to bury any kind of waste materials, solid or liquid, in the ground. In the event of accidental discharge of polluting materials, the Contractor shall take immediate mitigating action and shall immediately inform the Client and the appropriate authorities.

### 32.3 Sites Access

Contractor shall establish, operate and maintain the means of access and transportation to and from the Sites. Access and transportation shall be approved by the Employer/PMC or any other appropriate authorities. The Contractor shall provide and bear all expense and charges for special or temporary service roads required by him in connections with access to the site (except for the purposes of diversion of traffic as directed by the Project Manager), at no extra charges and his tendered cost shall deem to include the same. He shall alter, adopt or maintain the same as required from time to time or as directed by the Employer/PMC. The Employer shall have right of way to this at all times and will not entitle the Contractor to claim extra on this account. After completion of the works the Contractor shall restore the site as provided to him at his own cost.

### 32.4 Lighting

The Contractor shall provide sufficient site lighting of the right type and at the right place for it to be properly effective. Lighting ought not to introduce the risk of electric shock. Therefore, 230 V supplies should be used for those fittings, which are robustly installed and well out of reach e.g. flood lighting or high-pressure discharge lamps. The cost of providing required lighting, its maintenance and the related service charges is deemed to be included in the quoted rates of the Contractor and nothing extra shall be payable on this account. The Contractor shall ensure that luminaries should always be so placed that no person is required to works in their own shadow and that the local light for one person is not a source of glare for the others.

Strongly made clamps should be available for attaching luminaries to poles and other supports. Luminaries should be robust, resistant to corrosion and rain proof especially at the point of the cable entry. The correct type of lamp for each luminary should be used and when lamps need to be replaced it shall be in accordance with the supply. Lamp holders not fitted with a lamp should be capped off. The

Contractor shall take every effort to illuminate the works site and road diversion at night as per the direction of Employer/PMC.

### 33.0 Clearance of site on completion

33.1 Upon the issue of any taking –over certificate the Contractor shall clear away and remove from that part of the site to which such taking over certificate relates all Contractor equipments, surplus materials, rubbish and temporary works of every kind and leave such part of site and works clear and in a workman like condition to the satisfaction of the PMC provided that the Contractor shall be entitled to retain on site until the end of defect liability period such materials Contractor's equipments and temporary works as are required by him for the purpose of fulfilling his obligation during the defects liability period.

### 34.0 Engagement of staff and labour

34.1 The Contractor shall, unless otherwise provided in the contract, make his own arrangement for engagement of all staff and labour, local or other and for their payment, housing, feeding and transport.

### 35.0 Return of labour and Contractor equipment

35.1 The Contractor shall, if required by the Employer/PMC, deliver to the Employer/PMC return in detail, in such form and at such intervals as the Employer/ PMC may prescribe, showing the staff and number of several classes of labour from time to time employed by the Contractor on the site and such information related to the Contractors equipment as the Employer/ PMC may require. The Contractor and his Sub Contractor shall abide the local laws and regulations governing the labour or any others State Regulations relating to his nature of works.

### 36.0 Quality of Materials plant and workmanship

36.1 All materials, plant and workmanship shall be:

- (a) Of the respective kinds described in all Contract and in accordance with Employer/PMC's instructions, and
- (b) Subjected from time to time, such tests as the Employer/PMC may require at the place of manufacture, fabrication or preparation or on the site or at such other place  
or  
places as may specified in the contract or at all other such places.

There should be sufficient number of hoists for materials movement for building.

The Contractor shall provide such assistance, labour, electricity, fuels, stores apparatus and instruments as are normally required for examining, measuring and testing any materials or plant and shall supply sample of materials, before incorporation in the works for testing as may be selected and required by the Employer/PMC.

The Contractor is encouraged, to the extent practicable and reasonable, to use plant and materials from sources within India.

**36.2 Cost of Samples**

All samples shall be supplied by the Contractor at his own cost, if the supply there is clearly intended by or provided in the contract.

**36.3 Cost of Tests**

The cost of making any test shall be borne by the Contractor if such test is:

- a) Clearly intended by or provided in the contract, or
- b) Particularized in the contract (in case only of a test under load or of a test to ascertain whether the design of any finished or partially finished works is appropriate for purpose which it was intended to fulfill) in sufficient details to enable the Contractor to price or allow for the same in his tender.
- c) All the tests required for foundations and superstructures will be sole responsibility of the contractor and should be conducted in the presence of Technical Team from IIT Roorkee and the rates quoted by the contractor shall include the cost of NDT tests conducted by IIT Roorkee. The frequency of the NDT tests should be twice in each year of period of construction for super structure.

**36.4 Cost of Test not provided for**

If any test required by the PMC this is:

- a) Not so intended by or provided for or,
- b) (In the case above mentioned ) not so particularized ,or
- c) (Though so intended or provided for) required by the PMC to be carried out at any place other than the site of the place manufacture, fabrication or preparation of the materials or plant tested. Shows the materials, plant or workmanship not to be in accordance with the provision of the contract to satisfaction of the PMC, then the cost of such test shall be borne by the Contractor, but in any other case sub-clause 36.5 shall apply.

**36.5 PMC's Determination where test not provided for**

Where pursuant to sub-clause 36.4 implies the PMC shall after due consultation with the employer and Contractor, determine:

- a) Any extension of the time to which the Contractor is entitled under clause 44.1, and
- b) The amount of such costs which shall be added to the contract price, and shall notify the Contractor accordingly, with a copy to the employer.

**37.0 Inspection of operations**

- 37.1 The Employer/PMC and any person authorized by him shall at all reasonable time have access to the site and to all workshops and places where materials or plant are

being manufactured, fabricated or prepared for the works and the Contractor shall afford every facility for that every assistance in obtaining the right to such access.

### 37.2 Inspection and testing

The Employer /Architect/ PMC shall be entitled during manufacture, fabrication or preparation to inspect and test the materials and plant to be supplied under the Contract. If materials or plant are being manufactured, fabricated or prepared in workshops, places other than those of the Contractor, the Contractor shall obtain permission for the Employer/Architect/ PMC to carry out such inspection or testing. However, any such inspection or testing shall not relieve the Contractor from and obligation under the Contract.

### 37.3 Dates for inspection and testing

The Contractor shall agree with the Employer /Architect/ PMC on the time and place for inspection or testing of all or any materials or plant as provided in the contract. The Employer /Architect/ PMC shall give the Contractor not less than 24 hours' notice of his intention to carry out the inspection or to attend the tests. If the Employer/ Architect/ PM/ PM, or his duly authorised representative, does not attend on the date agreed, the Contractor may unless otherwise instructed by Employer/ Architect/ PM/ PM/ PMC proceed with the tests which shall be deemed to have been made in presence of Employer/Architect/ PMC. The Contractor shall forthwith forward the Employer/Architect/ PMC duly certified copies of tests readings. If the Employer/ Architect/ PM/ PM/ PMC have not attended the tests, he shall accept the said readings as accurate.

### 37.4 Rejection

If at the time and place agreed in accordance with sub-clause 37.3 the materials or plant are not ready for inspection or testing or it, as a result of the inspection or testing referred to in this clause. The Employer /Architect / PMC determined that the materials or plant are defective or otherwise not in accordance with the contract, he may reject the materials or plant and shall notify the Contractor there of immediately. The notice shall state the Employer/Architect/ PMC objections with reasons. The Contractor shall then promptly make good the defect or ensure that rejected materials or plant comply with the contract. If the Employer/ Architect/ PM/ PM/ PMC so request, the test of rejected materials or plant shall be made or repeated under same terms and condition. All costs incurred by the Employer and the repetition of the test shall after due consultation with the Employer and the Contractor, be determined by the PMC and shall be recoverable from the Contractor by the Employer and may be deducted from any monies due to become due to the Contractor and the PMC shall notify the Contractor accordingly, with a copy to the Employer.

### 37.5 Testing Laboratory

The Contractor shall establish and maintain at their own cost, in full working conditions a well-equipped laboratory at site for the testing of all materials to be used in the works. The laboratory at site shall be used for the testing of all materials which are to be used in the works. The laboratory shall be accommodated

in a secured, independent, temporary structure and shall be equipped with, amongst other the following testing equipments (not restricted to):

(1) Compression testing machine, (2) Moulds (24 nos.), (3) Slump cones, (4) Electric oven, (5) Pans etc., (6) Vikat apparatus, (7) Measuring cylinder, (8) Wash bottles, (9) Sink, (10) Litre measures, (11) Core cutter, (12) Vernier caliper, (13) Screw gauge, (14) Sand replacement method apparatus, (15) Moisture meter, (16) Sieve sets & (17) Impact value apparatus

And standard laid down for the testing of a materials by the latest CPWD specification and/or the latest ISI code of practice applicable therein .The laboratory equipment should be periodically got calibrated by the Contractor at their cost as required by the Employer/PMC and Certificate forwarded else the Employer will get the needful done at the risk and cost of the Contractor and recover the amount spent from the Contractors bill.

### 37.6 Independent inspection

The Employer may delegate inspection and testing of materials or plant to an independent inspector. Any such delegations shall be affected in accordance with sub-clause 2.4 and for this purpose such independent inspector shall be considered as an assistant to the Employer. Notice of such appointment (not begin less than 14 days) shall be given by the Employer to Contractor.

### 38.0 Examination of Works

38.1 No part of works shall be covered up or put of view without the approval of PMC/Employer and the Contractor shall provide full opportunity to examine and measure any such works which is about to be covered up or put of view and to examine foundations before any part of the works is placed there on. The Contractor shall give notice to PMC with the copy to Employer whenever any such part of the works or foundation are ready or about to be ready for examination and the PMC shall, without unreasonable delay, unless considered necessary and advice the Contractor accordingly, attend for the purpose of examining and measuring such part of works or of examining such foundations in conjunction with the Employer

### 38.2 Uncovering and Making Opening

The Contractor shall uncover any part of the works or make opening in or through the same as the Employer/PMC may from time to time instruct and shall reinstate and make good such part.

### 39.0 Removal of Improper Works Materials or plant

39.1.1 The Employer and the PMC shall have authority to issue instruction from time to time for:

- a) The removal from the site, within such time or times as may be specified in the instructions, of any materials or plant which, in the opinion of the PMC, are not in accordance with the contract
- b) The substitution of proper and suitable materials or plant and
- c) The removal and proper re-execution, notwithstanding any previous test there of or interim payment made for any works in respect of

- i) Materials, plant or workmanship, or
- ii) Design by the Contractor or for which he is responsible, is not, in opinion of the Architect/ PMC, in accordance with contract.

### 39.2 Default of Contractor in compliance

In case of default on the part of the Contractor in carrying out such instruction within the time specified therein or if not within a reasonable time, the employer shall be entitled to employ any other person to carry out the same and all costs consequent there on or incidental there to shall be recoverable from the Contractor after due consultation with the Employer and the Contractor by the Employer and may be deducted by the Employer from any money due to become due to the Contractor and the PMC shall notify the Contractor accordingly with a copy to the Employer.

39.3 Works is to be executed in accordance with specifications, drawings, order etc.

39.4 The Contractor shall execute the whole and every part of the works in most substantial and workman like manner both as regard to the materials and otherwise in every respect in strict accordance with the specifications. The Contractor shall also confirm exactly, fully and faithfully to the designs, drawings and instructions in writing in respect of the works assigned by the Organization and the Contractor shall be furnish Contract document together with specifications, designs, drawings and instructions as are not included in the standard specifications of CPWD or in any Bureau of Indian Standard or any other published standard code or schedule or rules or any other printed publication referred to elsewhere in the Contract.

39.5 The Contractor shall comply with provision of the Contract and with the care and diligence execute and maintain the works and provide all labour and materials tools and plant including from measurement and supervision of all works, structural plans and other things of temporary or permanent nature required for such execution and maintenance in so far as the necessity of providing these, is specified or is reasonable inferred from the contract The Contractor shall take full reasonability and safety of all the works and methods of construction.

39.6 Action in case not done as per specifications.

### 39.7 Works not done in accordance with specification

All works under or in course of execution in pursuance of the Contract shall at all times be opened and accessible to the inspection and supervision of the Organization, its authorized subordinate In-charge of works and superior officers, officers of the organization 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. Order given to the Contractor's agent shall be considered to have the same force as if those had been given to the Contractor itself.

39.8 If it shall appear to the Project Manager that any works has been executed with unsound, imperfect or unskillful workmanship or with materials or articles provided by the Contractor for the execution of the works 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 six months of the completion of the works by the Project Manager specifying the works, materials or articles complained of, notwithstanding that same may have been passed certified and paid for, forthwith rectify or remove and reconstruct the works as specified in whole or in part as the case may require or the case may be, remove the materials or articles so specified and provide other proper and suitable materials or articles at its own charge and cost. In the event of failing to do so within a period specified by the Project Manager in his demand aforesaid, the Contractor shall be liable to pay compensation at the same rate as under clause No. 39.2 of the Contract (for non-completion of the works in time) as the case may be for default.

- 39.9 In such case the Organization may not accept the item of the works at the rates as applicable under the Contract but may accept such items at reduced rates as the competent authority may consider reasonable during the preparation of an account bills or the final bill if the item is so acceptable without determined to the safety and utility of the item and structure of, he may reject the works outright without any payment and/or get it and other connected and incidental items rectified, or remove and re-execute at the risk and cost of the Contractor. Decisions of the Organization to be conveyed in writing in respect of same will be final and binding on the Contractor.

#### 40.0 SUSPENSION OF WORKS

- 40.1 The Contractor shall, on the instructions of the Employer/PMC suspend the progress of the works or any part of thereof such time and in such manner as the Employer/PMC may consider necessary and shall, during such suspension, properly protect and secure the works or such part there is so far as is necessary in the opinion of the Employer /PMC, unless such suspension is:

- a) Otherwise provided for in the contract or,
- b) Necessary by reason of some default or breach of Contract, by the Contractor or for which he is responsible, or
- c) Necessary by reason of climatic condition on the site, or
- d) Necessary for the proper execution of the works or for the safety of the works or any part thereof (save to the extent that such necessity arises from any act or default by the PMC or the Employer or from any of the risks defined in sub-clause 19.4).

#### 40.2 PMC's Determination following suspension

Where pursuant to sub-clause 40.1, this sub-clause applies, the PMC shall after due consultation with the Employer and the Contractor, determine:

- a) Any extension of the time to which the Contractor is entitled under clause 44.1 and
- b) The Amount which shall be added to the contract price, in respect of the cost incurred by the Contractor by reason of such suspension and shall notify the Contractor after obtaining the approval of the Employer.

#### 40.3 Suspension Lasting More than 84 days

If the progress of the works or any part thereof is suspended on the written instruction of the Employer/PMC and if permission to resume works is not given by

the Employer/PMC within a period of 84 days from the date of suspension then, unless such suspension is within paragraph (a), (b),(c) or (d), of sub clause 40.1 the Contractor may give notice to the Employer/PMC requiring permission within 28 days from the receipt thereof, to proceed with the works or that part thereof in regard to which progress is suspended .If, within the said time, such permission is not granted, the Contractor may, but is not bound to elect to treat the suspension, where it affects part only of the works, as an omission of such part under clause 51.1 by giving a further notice to the Employer/ PMC to that effect, or, where it affects the whole of the works, treat the suspension as an event of default by the Employer and terminate his employment under the contract in accordance with the provisions of sub-clause 68.1.

#### **41.0 Commencement of works**

The Contractor shall commence the works as soon as is reasonably possible after the receipt by him of the notice to this effect from the Employer/PMC within the time stated in the appendix to tender i.e. within 15 days after the date of the letter of intent or date of handing over the site or when all statutory approvals have been obtained by CGEWHO, whichever is later. Thereafter, the Contractor shall proceed with the works with due expedition and without delay.

#### **42.0 Possession of site & Access Thereto**

42.1 Save insofar as the contract may prescribe:

- a) The extent of portion of the site of which the Contractor is to be given possession from time to time ,and
- b) The order in which such portions shall be made available to the Contractor and subject to any requirement in the contract as to the order in which the works shall be executed, the Employer with the PMCs notice to commence the works, give to the Contractor possession of.
- c) So much of the site, and
- d) Such access as, in accordance with the contract is to be provided by the Employer as may be required to enable the contract to commence and proceed with the execution of the works in accordance with the program referred to in clause 13, if any, otherwise in accordance with such reasonable proposals as the Contractor shall, give notice to the PMC with a copy to the employer. The Employer will, from time to time as the works proceed, give to the Contractor possession of such further portion of the site as maybe required to enable the Contractor to proceed in accordance with such program or proposals, as the case may be.

#### **42.2 Failure to give possession**

If the Contractor suffers delay from failure on the part of the Employer to give possession in accordance with the terms of sub-clause 42.1,the PMC shall, after due consultation with the Employer and the Contractor, determine:

- a) Any extension of the time which the Contractor is entitled under clause 44.1.

42.3 The Contractor shall bear all costs and charges for special or temporary way required by him in connection with access to the site. The Contractor shall also provide at his own cost any additional facilities outside the site required by him for the purpose of the works.

43.0 The whole of the works and, if applicable any section required to be completed within a particular time as stated in the appendix to tender, shall be completed in accordance with the provision of clause 48.1 within the time stated in the appendix to the tender, for the whole of the works of the section (as the case may be) calculated from the commencement date or such extended time as may be allowed under clause 44.1.

#### 44.0 **Extension of time for completion**

44.1 In the event of

- a) The amount of nature of extra or additional works, or
- b) Any cause of delay referred to in these conditions, or
- c) Exceptional adverse climatic conditions, or
- d) Any delay, impediment or prevention by the employer, or
- e) Other special circumstances beyond the control of the Contractor, which may occur, other than through a default of or breach of contract by the Contractor or for which he is responsible.

Being such as fairly to entitle the Contractor to an extension of the time for the completion of the works or any section or part thereof, the Employer on PMC's recommendation may take a fair /or reasonable extension in completion dates of works, or any section or part thereof. The PMC shall, notify the Contractor according with a copy to the Employer.

#### 44.2 **Contractor to provide notification and detailed particulars**

Provided that the PMC is not bound to make any determination unless the Contractor has

- a) Within 28 days after such event has first arisen notified the PMC with a copy to the Employer, and
- b) Within 28 days, or such reasonable time as may be agreed by the PMC, after such notification submitted to the PMC detailed particulars of any extension of time to which he may consider himself entitled in order that such submission may be investigated at the Time.

#### 44.3 **Interim Determination of extension**

Provided also that whereas event has a continuing effect, such that it is not practicable for the Contractor to submit detailed particulars within the period of 28 days referred to in sub-clause 44.2(b), he shall never the less be entitled to an extension of time provided that he has submitted to the Employer /PMC interim

particulars at intervals of not more than 28 days and final particulars within 28 days of the end of effects resulting from the event. On receipt of such interim particulars, the Employer/PMC shall, without undue delay, make an interim determination of extension of time and on receipt of the final particulars, the PMC shall review all the circumstances and shall determine overall circumstances and overall extension of time in regard to the event. No final review shall result in a decrease of any extension of time already determine by the PMC.

44.4 No Claim in respect of compensation or otherwise however arising as a result of extension shall be admitted.

#### **45.0 Restriction of working hours**

45.1 Subject to any provision to the contrary contained in the contract, none of the works shall, save as here in after provided, be carried on during the night or on locally recognized days of rest without the consent of the PMC, except when works is unavoidable or absolutely necessary for the saving of the life or property for the safety of the works, in which case the Contractor shall immediately advice the Employer/PMC .Provided that the provision of this clause shall not be applicable in the case of any works in which it is customary to carry out by multiple shift.

#### **46.0 Rates of Progress**

46.1 Commencement and progress of works

46.1.1 The Contractor shall commence the works within 15 days of issue of letter of intent or within 15 days of receipt of letter from PM to commence the works and statutory approvals are obtained whichever is later.

46.1.2 Within 15 days of issue of letter of intent by the competent authority, the Contractor shall submit a program of construction .The Program shall be prepared in direct relation to the time in the contract for completion of the project .The Program, so submitted and approved by the Organization, shall form a part of the contract agreement.

46.1.3 To ensure good progress during the execution of the works the Contractor shall ensure the financial progress equivalent to:

- a) 1/8 of the contracted amount is achieved before  $\frac{1}{4}$  of the total time allowed in the contract has elapsed.
- b) 3/8 of the contracted amount is achieved before  $\frac{1}{2}$  of the total time allowed in the contract has elapsed.
- c)  $\frac{3}{4}$  of the contracted amount is achieved before  $\frac{3}{4}$  of the total time allowed in the contract has elapsed.

#### **47.0 LIQUIDATED DAMAGES FOR DELAY**

47.1 If the Contractor fails to comply with the time for completion in accordance with clause 48.1 for the whole of the works or ,if applicable any part or section within the relevant time prescribed by clause 43.0 then the Contractor shall pay to the Employer the relevant sum 0.5% of the Contract Price per week or part there of subject to the ceiling maximum up to 10% of the contract value which shall elapse

between the relevant time for completion and date stated in a taking over certificate of the whole of the works or the relevant section, subject to the applicable limit stated in the appendix to Tender. The employer may, without prejudice to any other method of recovery, deduct the amount of such damages from any monies due or to become due to the Contractor. The payment or deduction of such damages shall not relieve the Contractor from his obligation to complete the works, or from any other of his obligation and any liability under the contract (Maximum penalty i.e.10 % of the value of the contract).

#### 47.2 Reduction of Liquidated damaged

If, before the time for completion of the whole of the works or, if applicable, any section, taking over certificate has been issued for any part of the works or of a section, the liquated damages for delay in completion of the reminder of the works of that section shall be for any period of delay after the date stated in such taking over certificate and in the absence of alternative provisions in the contract, be reduced in the proportion which the value of the part so certified bears to the value of the whole of the works or section as applicable .The provision of such sub-clause shall only apply to the rate of liquidated damage and shall not affect the limit there of.

#### 47.3 Incentive

An incentive at the rate of 0.1 % per fortnight of the total cost of contracted or actual cost of completion of construction of the works, whichever is lower would be payable to the Contractor for completion of the project before the contractual date of completion. However, the maximum amount of incentive will be limited to 1% of the total contract cost or actual cost of completion of construction works whichever is lower. Extended period of time will not form part of this provision.

#### 48.0 Taking over certificate

48.1 When the whole of the works have been completed and have satisfactorily passed any tests on completion prescribed by the contract, and requirement under clause 7.2 (b) have been fulfilled to the entire satisfaction of the Organization, the Contractor may give notice to that effect to the Employer accompanied by a written undertaking to finish with due expedition any defective works during the defect liability period .Such notice and undertaking shall be deemed to be a request by the Contractor for the Organization to issue a taking over certificate in respect of the works. The Employer shall within 21 days of the date of delivery of such notice, either issue to Contractor, taking over certificate, stating the date on which, in his opinion, the works were completed in accordance with the contract, or give instructions in writing to the Contractor specifying all the works which, in the Employers opinion, is required to be done by the Contractor before the issue of such certificate. The Employer shall also notify the Contractor of any defect in the works affecting completion that may appear after such instructions and before completion of the works specified therein. The Contractor shall be entitled to receive such taking over certificate within 21 days of completion of the satisfaction of the Employer of the works so specified and remediation any defect so notified.

#### 48.2 Taking over of section or parts

Similarly, in accordance with the procedure set out in sub clause 48.1 the Contractor may request and the PMC shall issue a taking over certificate in respect of:

- a) Any section in respect of which a separate time for completion is provided in the appendix to tender, or
- b) Any substantial part of the permanent works which has been both completed to the satisfaction of the PMC and, otherwise than as provided for in the contract, occupied or used by employer, or
- c) Any part of permanent works which the employer has elected to occupy or use prior to completion (where such prior occupation or use is not provided for in the contract or has not been agreed by the Contractor as a temporary measure)

#### 48.3 Substantial Completion parts

If any part of the permanent works has been substantially completed by the Contractor and has satisfactorily passed the test on completion prescribed by the contract, the PMC may issue a taking over certificate in respect of that part of the permanent works before completion of the whole of the works and upon the issue of such certificate, the Contractor shall be deemed to have under taken to complete with due expedition any outstanding works in that part of the Permanent works during the defect liability period.

#### 48.4 Surfaces Requiring Reinstatement

Provided that a taking over certificate given in respect of any section or part of permanent works before completion of the whole of the works shall not be deemed to certify completion of any ground or surface requiring, reinstatement, unless such taking over certificate shall expressly so state.

#### 48.5 Prevention from Testing

If the Contractor is prevented from carrying out the Tests on completion by a cause for which the Employer or the PMC or other Contractor employed by the Employer are responsible, the Employer shall be deemed to have taken over the works on the date when the tests on completion would have been completed but for such prevention the PMC shall issue a taking over certificate accordingly .Provided always that the works shall not be deemed to have been taken over if they are not completed in accordance with the contract.

48.6 If the works are taken over under the sub-clause the Contractor shall nevertheless carry out the test on completion during the defect liability period. The PMC shall require the tests to be carried out by giving 2 days' notice.

48.7 Any additional costs to which the Contractor may be put in making the tests on completion during the defect liability period, shall be added to contract price.

#### 49.0 Defects Liability Period

49.1 In these conditions the expression "defect liability period" shall mean the defects liability period named in the appendix to tender, calculated from:

- a) The Defect Liability Period (DLP) of 5 years will start after three months of obtaining the Occupancy Certificate from the concerned statutory authority.
- b) In case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the agency relating to such development is brought to the notice of the agency within a period of five years by the beneficiary from the date of handing over possession, it shall be the duty of the agency to rectify such defects without further charge, within thirty days, and in the event of agency's failure to rectify such defects within such time, CGEWHO will get the defects rectified at risk and cost of the agency.

#### 49.2 Completion of outstanding works and remediation defects

To the extent that the works shall, at or as soon as practicable after the expiration of the defect liability period, be delivered to the employer in the condition required by the contract, fair wear and tear accepted and to the satisfaction of the PMC, the Contractor shall: -

- a) Complete the works, if any outstanding on the date stated in the taking over certificate as soon as practicable after such date and
- b) Execute all such works of amendment, reconstruction, remediation defect, shrinkage or any other faults as the Employer/PMC may, instruct during the defect liability period or within 14 days after its expiration, as a result of an inspection made by or on behalf of the Employer /PMC prior to its expiration.

#### 49.3 Cost of Remediation defects

All works referred to in sub-Clause 49.2 (b) shall be executed by the Contractor at his own cost if the necessity thereof is, in opinion of the PMC, due to

- a) The use of materials, plant or workmanship not in accordance with the Contractor, or
- b) Where the Contractor is responsible for the design of the part permanent works, any fault in such design, or
- c) The neglect or failure on the part of the Contractor to comply with any obligation, expressed or implied, on the Contractor's part under the contract.

If, in the opinion of the PMC, such necessity is due to any other cause, he shall determine in addition to the Contractor price in accordance with clause 52.3 and shall notify the Contractor accordingly, with a copy to the Employer.

#### 49.4 Contractor's Failure to Carryout Instruction

In case of default on the part of the Contractor in carrying out such instructions within a reasonable time, the employer shall be entitled to employ and pay other persons to carry out the same and if such work is work which, in the opinion of the Employer/ PMC the Contractor was liable to do at his own cost under the Contract, then all costs consequent there on or incidental there to shall, after due consultation with the Employer and the Contractor be determined by the PMC and shall be

recoverable from the Contractor by the Employer, and may be deducted by the Employer from any monies due or to become due to the Contractor and the PMC shall notify the Contractor accordingly, with a copy to the Employer.

#### 49.5 **Extension of Defect Liability Period**

The provisions of this clause shall apply to all replacement or renewals of plant carried out by the contractor to remedy defect and damage as if the replacements and renewals has been taken over on the date works completed .The defect liability period for the works shall be extended by the period equal to the period during which the works cannot be used by reason of a defect or damage. If only part of the works is affected, the defect liability period shall be extended only for that part. In neither case shall the defect liability period extended beyond 5 (five) years from the date of taking over. When progress in respect of plant has been suspended under clause 40.1 the Contractor's obligation under this clause shall not apply to any defects occurring more than 5 years after the time for completion established on the date of letter of acceptance.

#### 50.0 **Contractor to Search the cause of faults**

50.1 If any defect, shrinkage or other faults in the works appears at any time prior to the end of the defect liability period, the PMC may instruct the Contractor, with copy to the Employer, the search under the directions of the PMC or the cause, thereof, unless such defect, shrinkage or other fault is one for which the Contractor is liable under the contract, the PMC shall, after due consultation with the Employer and the Contractor, determine the amount in respect of the cost of such search, incurred by the Contractor, which shall be added to the contract price and shall notify the Contractor accordingly, with a copy to the Employer. If such defect, shrinkage or other fault is one for which Contractor is liable, the cost of the work carried out in searching as aforesaid shall be borne by the Contractor and he shall in such case remedy such defect, shrinkage or other fault at his cost in accordance with provision of clause 49.1.

#### 51.0 **Alterations additions and omissions**

51.1 The Employer /PMC shall make any variation in the form of quality or quantity of the works or any part there of that may, in his opinion be necessary and for that purpose, if for any other reason it shall, in his opinion, be appropriate, he shall have the authority to instruct the Contractor to do and the Contractor shall do any of the following:

- a) Increase or decrease the quantity of any works included in the contract,
- b) Omit any such works,
- c) Change the character, lines, position and dimension of any part of the work,
- d) Change the character or quality or kind of any such work,
- e) Execute additional works of any kind necessary for the completion of the works,
- f) Change any specified sequence or timing of construction of any part of the works

No such works variation shall in any way vitiate or invalidate the contract, but the effect, if any, of all such variations shall be valued in accordance with clause 51.3. Provided that where the issue of an instruction to vary the works is necessitated by some default of or breach of contract by the Contractor or for which he is responsible, any conditional cost attributable to such default shall be borne by the Contractor.

## 51.2 Instruction To variation

The Contractor shall not make any such variation without an instruction of the Employer.

## 51.3 Valuation of Variation /Deviations

The valuation of Variations /Deviations shall be worked out in the following precedence:

- a. Rate of works, if available in the contract, shall be applicable for payment on deviated items.
- b. If any work for which rates are not available in the Contract, the payments shall be made on the basis of market rate analysis, worked on the basis of CPWD analysis of rates plus 15% to cover all overheads and profit. Provided for that, if the contractor is not satisfied with the decision of PM, it shall refer the matter to the Accepting Authority whose decision on the matter shall be final and binding.

## 51.4 Extent of variation

- a. Variation in the form of omission or addition shall be up to 10% of the contracted amount.
- b. However, in case of variation exceeding 10%, fresh rates shall be negotiated and applied for values of variation exceeding 10%.

## 52.0 Power of Employer to fix rates

52.1 Providing that if the nature or amount of any omission or addition relative to the nature or amount of the whole of the contract of work or any part there of shall be such that in the opinion of the CGEWHO the rates or price contained in the contract for any item of the works is by reason of such omission of addition rendered unreasonable or inapplicable then rates or price shall be agreed between the CGEWHO and the Contractor. In the event of disagreement, the CGEWHO shall fix such other rate of price as shall in his opinion be reasonable and proper having regard to the circumstances.

Provided also that no increase of the contract price under sub clause 51.3 shall be made in the case of extra or additional work before the commencement of the work or soon thereafter as is practicable notice shall have been given in writing

- a) By the Contractor to the CGEWHO of his intention to claim extra payment or varied rate or

- b) By the CGEWHO to the Contractor of his intention to vary a rate or price as the case may be.

## 52.2 Variations Exceeding 10 percent

If, on the issue of the Taking over Certificate for the whole of the works, it is found that as a result of:

- a) All varied works valued under sub clauses 51.3 and 52.1 and
- b) All adjustments upon measurement of the estimated quantities set out in the Bill of quantities, excluding provisional sums, day works and adjustment of price made under clause 60.1 of General conditions of Contract but not from any other cause, there have been addition to or deductions from the contract price which taken together are in excess of 10 percent of the "effective contract Price" ( Which for the purposes of this sub clause shall mean the contract price, excluding provisional ) sums and allowances for day works,( if any) then and in such event (Subject to any action already taken under any other sub-clause of this Clause), after due consultation by the PMC with the Employer and the Contractor shall be added to or deducted from the Contract Price such further sum as may be agreed between the Contractor and the PMC or, failing agreement determined by the PMC. The PMC shall notify the Contractor of any determination made under this Sub-Clause, with a copy to the Employer. Such sum shall be based only on the amount by which such additions or deductions shall be in excess of 10 percent of the Effective Contract price.

- 52.3 The Employer /PMC may, if in his opinion is necessary or desirable, issue an instruction that any varied works shall be executed on a day work basis. The Contractor shall then be paid for such varied work under the terms set out in the day work schedule included in the Contract and at the rates and prices affixed there to by him in the tender.

The Contractor shall furnish to the Employer/PMC such receipts or other vouchers as may be necessary to prove that the amount paid and, before ordering materials, shall submit to the Employer /PMC quotation for the same for his approval.

In respect of such works executed on a day work basis, the Contractor shall, during the continuance of such work, deliver each day to PMC an exact list in duplicate of the names, occupation and time of workmen employed on such work and a statement, also in duplicate, showing the description and quantity of all materials and Contractor Equipments used there in or therefore other than Contractor's Equipment which is included in the percentage addition in accordance with such day works schedule. One copy of each list and statement will, if correct, or when agreed, be signed by the PMC and returned to the Contractor.

At the end of each month Contractor shall deliver to the Employer /PMC a priced statement of the labour, materials and Contractor equipment, except as aforesaid, used and the Contractor shall not be entitled to any payment unless such lists and statement have been fully and punctually rendered .Provided always that if the Employer/ PMC considers that for any reason the sending of such lists or statements by the Contractor, in accordance with the foregoing provision was

impracticable he shall never the less be entitled to authorize payment for such work either as day work, on being satisfied as to the time employed and the labour, materials and Contractor's therefore as shall, in his opinion, be fair and reasonable.

### **53.0 Notice of Claims**

53.1 Notwithstanding any other provision of the contract, if the Contractor intends to claim any additional payment pursuant to any clause of these conditions or otherwise, he shall give notice of his intention to the PMC, with a copy to the employer, within 28 days after the event giving rise to the claim has first arisen.

### **53.2 Contemporary records**

Up on the happening of the event referred to in Sub-Clause 53.1 the Contractor shall keep such contemporary records as may reasonably be necessary to support any claim he may subsequently wish to make. Without necessarily admitting the employer's liability, the PMC shall on receipt of a notice under sub clause 53.1, inspect such contemporary records and may instruct the Contractor to keep any further contemporary records as are reasonable and may be material to the claim of which notice has been given. The Contractor shall permit the Employer /PMC to inspect all records kept pursuant to this sub clause and shall supply him with copies there of as and when the PMC so instruct.

### **53.3 Substantiation of claims**

Within 28 days, or such other reasonable time as may be agreed by the Employer/PMC, of giving notice under sub-Clause 53.1. The Contractor shall send to the Employer/PMC an account giving detailed particulars of the amount claimed and the grounds upon which the claim is based. Where the event giving rise to the claim has a continuing effect, such account shall be considered to be an interim account and the Contractor shall, at such intervals as the Employer /PMC may reasonably require, send further interim accounts giving the accumulated amount of the claim and any further grounds upon which it is based. In case where interim accounts are sent to the Employer /PMC the Contractor shall send a final account within 28 days of the end of the effects resulting from the event. The Contractor shall, if required by the Employer/PMC, so to do, copy to the Employer all accounts sent to the PMC pursuant to this sub-Clause.

### **53.4 Failure to comply**

If the Contractor fails to comply with any of the provision of this clause in respect of any claim which he seeks to make, his entitlement to payment in respect thereof shall not exceed such amount as the PMC or any Arbitrator(s) appointed pursuant to sub clause 66.1) assessing the claim considers to be verified by the contemporary records (whether or not such record were brought to the PMC notice as required under sub-clause 53.2 and 53.3)

### **53.5 Payment of claims**

The Contractor shall be entitled to have include in any interim payment certified by the PMC pursuant to clause 60.1 such payment in respect of any claim as the PMC, after due consultation with the Employer and the Contractor may consider due to

Contractor provided that the Contractor has supplied particulars to enable the PMC to determine the amount due. If such particulars are insufficient to substantiate the whole of the claim, the Contractor shall be entitled to payment in respect of such part of the claim as such particulars may substantiate to the satisfaction of the PMC. The PMC shall notify the Contractor of any discrimination made under this sub clause, with a copy to the Employer.

#### **54.1 Contractor's Equipment, Temporary works and Materials, Exclusive Use for the work**

All contractor's equipment, temporary works and materials provided by the Contractor shall, when brought on to the site, be deemed to be exclusively intended for the execution of the works and the Contractor shall not remove the same or any part thereof, except for the purpose of moving it from one part of the site to another without the consent of the Employer/PMC provided that consent shall not be required for vehicles engaged in transporting any staff, labour, Contractor's equipment, temporary works, plant or materials to or from the site.

#### **54.2 Costs for the purpose Of clause 51.3**

In the event of the Employer entering in to any agreement for the hire of Contractor's equipment, all sums properly paid by the Employer under the provisions of any such agreement and all costs incurred by him (including stamp duties) in entering into such agreement shall be deemed, for the purpose of clause 51.3, as part of the cost of executing and completing the works and the remediation of any defects therein.

#### **54.3 Incorporation of Clause in Subcontracts**

The Contractor shall, when entering in to any sub Contract for the execution of any part of the works, incorporate such sub Contract (by reference of otherwise) the provisions of this clause in relation to Contractor's equipment, temporary works or materials brought on to the site by the sub-contractor.

#### **54.4 Approval of Materials Not Implied**

The operation of this clause shall not be deemed to imply any approval by the Employer/ PMC of the materials or other matters referred to there in nor shall it prevent the rejection by the Employer/ Architect/ PMC of any such materials brought on to site by the sub – Contractor.

#### **55.0 Quantities**

55.1 The quantities, if any, set out in the schedule of rates and items rate are the estimated quantities for the works, and they are not to be taken as the actual and correct quantities of the works to be executed by the Contractor in fulfillment of his obligation under the Contract.

#### **56.0 Works to be measured**

56.1 Employer and the PMC shall, except as otherwise stated, ascertain and determine by measurement the value of the works in accordance with the contract and the

Contractor shall be paid value in accordance with clause 60.1. The PMC shall, when he requires any part of the works to be measured, give reasonable notice to the Contractor's authorized agent, who shall:

- a) Forthwith attend or send a qualified representative to assist the Employer /PMC in making such measurement, and
- b) Supply all particulars asked by the Architect/ PMC as well as Employer.

Should the Contractor not attend, or neglect or omit to send such Representative, the measurement made by the Employer /PMC or approved by him shall be taken to be the correct measurement of such part of the works. For the purpose of measuring such permanent works as are to be measured by records and drawings, the PMC shall prepare records and drawings, as the works proceeds and the Contractor, as when called upon to do so in writing shall within 14 days, attend to examine and agree such records and drawings, if the Contractor does not agree the same or does not sign the same as agreed, they shall nevertheless be taken to be correct, unless the Contractor, within 14 days of such examination, lodges with Employer and PMC shall review the record and drawings and either confirm or vary them.

## 56.2 Blank

## 57.0 Waterproofing Guarantee

The contractor shall guarantee through performance bank guarantee, the waterproofing work for 10 years from the date of completion of the project and shall indemnify the CGEWHO against any defects that arise here in during the guarantee period as aforesaid. They shall immediately rectify any defects that may occur therein and repair all other damage occurring to any part of the structure on account of defect in waterproofing treatment during the guarantee period aforesaid. A security deposit at the rate of 0.2% of the gross value of the work done shall be withheld from every bill for the guarantee period of this account.

However, on expiry of defect liability period the above security deposit may be released by the CGEWHO at his own discretion on submission of an irrevocable and unconditional bank guarantee by the contractor for an equal amount in the name of Apartment Employers Association.

## 58.0 Definition of Provisional sums

- 58.1 "Provisional sum" means a sum if included in the contract and if so designated in the schedule of rates for execution of any part of the works or for the supply of goods, materials, plant or services or for contingencies, which sum may be used in whole or in part or not at all on the instructions of the Employer and PMC. The Contractor shall be entitled to only such amounts in respect of the work, supply or contingencies to which such provisional sums relate as the Employer and PMC shall determine in accordance with this clause. The PMC shall notify the Contractor of any determination made under this sub-Clause, with a copy to the Employer.

## 58.2 Use of provisional sums

In respect of every provisional sum the Employer and PMC shall have authority to issue instructions for the execution of work or for the supply of goods, materials, plant or services by:

- a) The Contractor, in which case shall be entitled to an amount equal to the value there of determined in accordance with clause 51.3
- b) A nominated sub-Contractor as here in after defined, in which case the sum to be paid to the Contractor therefore shall be determined and paid in accordance with sub-clause 60.4.

### 58.3 Production of vouchers

The Contractor shall produce to the Employer and the PMC all quotations, invoices, vouchers and accounts or receipts in connection with expenditure in respect of provisional sums, except where works is valued in accordance with rates or prices set out in the tender.

### 59.0 Definition of nominated sub-Contractors

- 59.1 All specialists, merchants, tradesmen and others executing any works or supping any goods, materials, plant or services for which provisional sums are included in the contract, who may have been or be nominated or selected or approved by the Employer or the PMC and all persons to whom by virtue of the provision of the contract the Contractor is required to sub Contract shall, in the execution of such works or the supply of such goods, materials, plant or services, be deemed to be sub-Contractors to the Contractor and are referred to in this contract as "Nominated sub-Contractors".
- 59.2 The Contractor shall not be required by the Employer or the PMC, or be deemed to be under any obligation, to employ any nominated sub-Contractor or against whom the Contractor may raise reasonable objection, or who declines to enter in to sub contract with the Contractor containing provision:
  - a) That in respect of the works, goods, materials, plant or services the subject of the sub contract, the nominated sub-Contractor will undertake towards the Contractor such obligations and liabilities as will enable the Contractor to discharge his own obligations and liabilities towards the Employer under the terms of the contract and will save harmless and indemnify the Contractor from and against the same and from all claims proceedings, damages, costs, charges and expenses what so ever arising out of or in connection with any failure to perform such obligation or to fulfill such liabilities ,and
  - b) That the nominated sub-Contractor will save harmless and indemnify the Contractor from and against any negligence by the nominated sub-Contractor, his agents, workmen and servants and from and against any misuse by him or them of any temporary works provided by the Contractor for the purpose of the contract and from all claims as aforesaid.

### 59.3 Design Requirements to be expressly stated

If in connection with any provisional sum the services to be provided include any matter of design or specification of any part of the permanent works or of any plant to be incorporated there in, such requirement shall be expressly stated in the contract and shall be included in any nominated sub –Contract.

The nominated sub contract shall specify that the nominated sub-Contractor providing such services will save harmless and indemnify the Contractor from and against the same and from all claims, proceedings, damages, costs, charges and expenses what so ever arising out of or in connection with failure to perform such obligations or to fulfill such liabilities.

#### **59.4 Payments in case of nominated subcontractor**

For all works executed or goods, materials, plant or services supplied by any nominated sub-Contractor, the Contractor shall be entitled to:

- a) The actual price paid or due to be paid the Contractor, on the instructions of the PMC and in accordance with the Sub contract;
- b) In request of labour supplied by the Contractor, the sum, if any entered in schedule of rates or, if instructed by the PMC pursuant to paragraph (a)sub clause 58.2 as may be determine in accordance with clause 52.1
- c) In respect of all other charges and profit, a sum being a percentage rate of the actual price paid or due to be paid calculated, where provision has been made in the schedule of rates for a rate to be set against the relevant provisional sum, at the rate inserted by the Contractor against that item or, where no such provision has been made, at the rate inserted by the Contractor in the appendix to tender and repeated where provision for such is made a special item provided in the schedule of rates for such purpose.

#### **59.5 Certification of Payments to nominated sub-Contractors**

Before issuing under clause 60.1 any certificate, which includes payment in respect of work done or goods, materials, plant or services supplied by any nominated sub-Contractor, the PMC shall be entitled to demand from the Contractor reasonable proof that all payments, less retention included in previous certificate in respect of the works or goods, materials, plant or services, of such nominated sub-Contractor have been paid or discharged by the Contractor .If the Contractor fails to supply such proof then, unless the Contractor:

- A) Satisfies the Employer and PMC in writing that he has reasonable cause for holding or refusing to make such payments and
- B) Produces to the Employer and PMC reasonable proof that he has so informed such nominated sub-Contractor in writing.

The Employer/PMC shall be entitled to pay to such nominated sub-Contractor direct, upon the certificate of the PMC, all payments, less retentions, provided for in the nominated sub contract, with the Contractor and to deduct the amount so paid by the Employer from any sums due or to become due from the Employer to the Contractor.

Provided that, where the PMC has certified and the Employer has paid direct as aforesaid, the PMC shall, in issuing any further certificate in favour of the Contractor, deduct from the amount there of the amount so paid, direct as aforesaid, but shall not withhold or delay the issue of the Certificate when due to be issued under the terms of the Contract.

## 60.0 Submission of Interim Bills

60.1 The Contractor shall submit one bill in 3 copies to the Employer/PMC once in a month from the works executed in tabulated form approved by the Employer /PMC, showing the amount to which, the Contractor considers himself to be entitled. The bill shall include the following items as applicable, which shall be taken in account in sequence listed:

- a) The estimated contract value of the permanent works executed up to the end of the period in question, at base unit rates and prices and in local currency.
- b) The actual value certified for payment for the permanent works executed up to the end of the previous certificate at base unit rates and prices and in local currency.
- c) The estimated contract value at base unit rates and prices of the permanent works for the period in question, in local currency, obtained by deducting (b) from (a).
- d) The value of any variation executed up to the end of the period in question, less the amount certified in the previous interim payment certificate expressed in the relevant amounts of local currencies, pursuant of clause 51.3.
- e) Amount approved in respect of the day work executed up to the end of the period in question, less the amount for the day work certified in the previous interim payment certificate.
- f) Amount reflecting changes in cost and legislation, pursuant to clause 41 of Special Condition of the Contractor expressed in the relevant amounts.
- g) Any credit or debit for the period in question in respect of materials and plant for the permanent works, in the relevant amounts and under the conditions set for the sub clause 60.3.
- h) Any amount to be withheld the retention provision of sub-clause 60.5.
- i) Any amount to be deducted as repayment of the advance under the provision of sub clause 38.0 of Special Conditions of Contract.
- j) Any other sum, the Contractor may be entitled under the contract.
- k) All statutory taxes whichever applicable towards this contract, deposited by the contractor, including GST.

## 60.2 Monthly Payment

The said statement shall be approved or amended by the Employer /PMC in such a way that, in his opinion, it reflects the amounts due to the Contractor in accordance with the contract, after deductions, other than pursuant to clause 47.1 of any sum which may have become due and payable by the Contractor to the Employer .In case where there is difference of opinion as to the value of any item the PMC shall determine the amount due to the Contractor and shall issue to the Employer and the Contractor a certificate herein called “interim payment certificate” certifying the amount due to the Contractor.

Provided the PMC shall not be bound to certify any payment under this sub clause if the gross amount thereof, would be less than the minimum amount of interim payment certificates stated in the appendix to Tender.

### 60.3 Materials and plant for the Permanent Works

With respect to materials and plant brought by the Contractor to the site for incorporation in the permanent works, the Contractor shall (i) receive a credit in the month in which these materials and plant are brought to the site and (ii) be charged a debit in the month in which they are incorporated in the permanent works, both such credit and debit to be determined by the Employer and the PMC in accordance with the following provisions:

- a) No credit shall be given unless the following conditions shall have been met to the Employer /PMC’s satisfaction: -
  - i. The materials and plant are in accordance with specification for the works.
  - ii. The material and plant have been delivered to the site and are properly stored and protected against loss, damage or deterioration.
  - iii. The Contractor’s records of the requirements, orders, receipts and use of materials and plant are kept in a form approved by the Employer and PMC, and such records are available for inspection by the PMC and the Employer.
  - iv. The Contractor’s records statement of his cost of acquiring and delivering the materials and plant to the site, together with such documents as may be required for the purpose of evidencing such cost and
  - v. The origin of the materials and plant.
- b) The amount to be credited to the Contractor shall be equivalent of 85 percent of Contractor’s reasonable cost of the materials delivered to the site, as determined by the PMC after review of the documents listed in paragraph (a) (iv) above, as determined by the PMC and The Employer.
- c) The amount to be debited to the Contractor for any materials and plant incorporated in to the permanent works shall be equivalent to the credit previously granted to the Contractor for such materials and plant pursuant to sub clause (b) above, as determined by the PMC.

**60.4 Place of Payment**

Payments to the Contractor by the Employer shall be made into a bank account or accounts nominated by the Contractor or through a Cheque/Demand draft.

**60.5 Retention money (Security Deposit)**

The contractor shall permit Employer at the time of making any payment to him for work done under the contract to deduct an amount equivalent to 5% of the gross value of all works executed from each bill upto a maximum limit of 5% of tendered value.

- a) On deduction of 50% of the total Retention Money, the same shall be released against the Bank Guarantee as per the format, from the nationalized/ scheduled bank. Further this BG (50% of retention money in the form of BG) will be released after 60 days from the successful submission of application for issue of Occupancy Certificate from the Concerned statutory authority.
- b) After deduction of 100% of total retention money, the balance 30% of Retention Money in cash shall be released against the Bank Guarantee as per the format from the nationalized/ scheduled bank & this 30% of Retention Money in the form of BG shall be released after 365 days of expiry of Defect Liability Period (DLP) or settlement of Final Bill whichever is earlier.
- c) Rest 20% Retention Money in cash shall be released on handing over of the dwelling units on pro-rata basis and handing over of the complex to Apartment Employer Association (AOA) formed by CGEWHO.

60.6 Provided further in the event of different defect liability period having become applicable to different parts of the works the expression "expiration of the defect liability period" shall for the purpose of this sub clause be deemed to mean expiration of the last of such periods.

**60.7 Time of Payment**

The amount due to the Contractor under any interim payment certificate by the PMC pursuant to this clause, or to any other term of the Contract shall subject to clause 47.1, be paid by the Employer to the Contract in the manner prescribed in appendix 'A'.

**60.8 Correction of certificates**

The PMC may in any interim payment certificate make any correction or modification of any previous interim payment certificate which has been issued by him and shall have authority, if any work is not being carried out to his satisfaction to omit or reduce the value of such works in any interim payment certificate.

**60.9 Final Bill**

60.9.1 Not later than 56 days after the issue of the taking over certificate pursuant to sub clause 48.1, the Contractor shall submit to the PMC and the Employer for consideration a draft final bill with supporting document showing in detail, in the form approved by the PMC:

- a) The value of all works done in accordance with the contract and
- b) Any further sums which the Contractor considers to be due to him under the contract.

If the PMC disagree with or cannot verify any part of the draft final bill, the Contractor shall submit such further information as the PMC may reasonably require and shall make such changes in the draft as may be agreed between them. The Contractor shall then prepare and submit to the PMC and the Employer the final statement as agreed (for the purpose of these conditions referred to as the “final bill”)

If, following discussions between the PMC and the Contractor and any changes to the draft final bill which may be agreed between them, it becomes evident that a dispute exists, the PMC shall issue to the Employer an interim payment certificate for those parts of the draft final bill which are not in dispute. The dispute shall then be settled in accordance with clause 66.1. The final bill shall be agreed up on settlement of the dispute.

60.9.2 Upon submission of the final bill the Contractor shall give to Employer, with a copy to the PMC, a written discharge confirming that the total of the final bill represent full and final settlement of all dues to the Contractor arising out of or in respect of the contract, provided that such discharge shall become effective only after payment due under the final certificate issued pursuant to sub-clause 60.11 has been made and the performance security referred to in Sub-Clause 77.1 has been returned to the Contractor after completion of the defect liability period.

60.9.3 Within 28 days after receipt of the final bill and the written discharge, the PMC shall issue to the Employer (with a copy to the Contractor) a final certificate stating:

- a) The amount which in the opinion of the PMC is finally due under the Contract and
- b) After giving credit to the Employer for all sums to which the Employer is entitled under the Contract, including that under clause 47.1 the balance, if any due from the Contractor to the Employer as the case may be.

#### 60.10 Cessation of Employer’s liability

The Employer shall not be liable to the Contractor for any matter or thing arising out of or the connection with contract or execution of the works, unless the Contractor shall have included a claim in respect thereof in his final and all his subsequent claims shall be deemed to have been extinguished and waived off.

#### 60.11 Technical Audit

Employer reserves the right to carry out post payment audit and technical examination of the works and final bill, including all supporting vouchers, abstracts etc. .Employer further reserve the right to carry out the aforesaid examination and enforce recovery detected, notwithstanding the fact that the amount of final bill may have been included by one of the parties as an item of dispute before and arbitrator appointment under the arbitration clause of the contract and notwithstanding the fact that the amount of the final bill figures in the arbitrator’s award.

If as a result of such audit and technical examination, an over payment is discovered in respect of the works done under the contract, the Contractor shall on demand make a payment of a sum equal to the amount of over payment or agree for effecting necessary adjustment from any amount due to him by Employer .If however ,he refuses or neglects to make the payment on demand or does not agree for effecting adjustment from any amount due to him, Employer shall be entitled to recover such sum by appropriation in part or in whole, the security deposit of the Contractor .In the event of security being insufficient then the balance or the total sum recoverable as the case may be, deducted from any sum then due or which at any time thereafter may become due to the Contractor under this or any other contract with Employer. Should this sum be not sufficient to cover the full amount recoverable, the Contractor shall pay to the Employer on demand the balance remaining due within 10 days.If as a result of such audit and technical examination, an under payment is discovered, the amount of under payment shall be duly paid to the Contractor by the Employer.

Provided that, nothing hereinafter contained shall entitle the Employer to recover any over payment in respect of any price agreed between the Employer and the Contactor under the circumstances specifically prescribed for such method of assessment and that the said right of the Employer to adjust over payment from any sum due or from any sum which may become due to the Contractor or from security deposit and adjust over payment, shall not extend beyond a period of three years from the date of payment of the bill or in case of a minus bill, from the date, net amount of the final bill is communicated to the Contractor.

#### 61.0 **Approval Only by Defects Liability Certificate**

61.1 Only the defect liability certificate referred to in clause 62.1 shall be deemed to constitute approval of the works.

#### 62.0 **Defects Liability certificate**

62.1 The Contract shall not be considered as completed until a defect liability certificate shall have been signed by the PMC and delivered to the Employer, with a copy to the Contractor, stating the date on which the Contractor shall have completed his obligation to execute and complete the works and remedy and defects therein to the PMC/ Employer's satisfaction .The defect liability certificate shall be given by the PMC within 28 days after expiration of the defect liability period. If the defect liability period shall become applicable to different sections or parts of the permanent works, the expiration of the last such period, or as soon thereafter as any works instructed, pursuant to clause 49.1 to 49.3 and 50.1, have been completed to the satisfaction of the PMC.

#### 62.2 **Unfulfilled Obligations**

Notwithstanding the issue of defect liability certificate, the Contractor and the Employer shall remain liable for the fulfillment of any obligation incurred under the provision of the Contract prior to the issue of the defect liability certificate which remains unperformed at the time such defect liability certificate is issued and for the purpose of determining the nature and extent of any such obligation, the contract shall be deemed to remain in force between the parties of the contract.

**63.0 Default of Contractor**

63.1 If the Contractor by law is deemed to be unable to pay his debts as they fall due or enters into voluntary or involuntary bankruptcy, liquidation or dissolution (other than a voluntary liquidation for purpose of amalgamation or reconstruction), or becomes insolvent, or makes any arrangement with, or assignment in favour of, his creditors, or agrees to carry out the contract under a committee of his creditors, or if a receiver, administrator, trustee or liquidator is appointed, if over any substantial part of his assets, or if under any law or regulation relating to re-Organization, arrangement or readjustment of debts, proceedings are commenced against the Contractor or resolutions passed in connection with dissolution or liquidation or if any steps are taken to enforce any security interest over a substantial part of the assets of the Contractor, or if any act is done or event occurs with respect to the Contractor or his assets which, under any applicable law has substantially similar effect to any of the foregoing acts or events, or if the Contractor has contravened sub-clause 3.1 or has an execution levied on his goods, or if the PMC certifies to the Employer with a copy to the Contractor, that, in his opinion, the Contractor :

- a) Has repudiated the contract, or
- b) Without reasonable excuse has failed
  - i. To commence the works in accordance with sub-clause 40.4, or
  - ii. To proceed with the works, or any section thereof within 28 days after receiving notice pursuant to sub-clause 46.1, or
- c) Has failed to comply with a notice issued pursuant to sub-clause 37.4 or an instruction issued pursuant to sub-clause 39.1 within 28 days having received it, or
- d) Despite previous warning from the PMC, in writing, is otherwise persistently or flagrantly neglecting to comply with any of his obligation under the contract, or
- e) Has contravened sub-clause 4.1

The Employer may after giving fourteen days' notice without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to him, cancel the contract as a whole or only such work order or item of the works in default from the contract .On exercise of such powers, the Employer may complete the works by any means at Contractors risk and cost, provided always in the event of cost of completion or after alternative arrangement have been finalized by the Employer to get the works completed, the estimated cost of completion as certified by the PMC/Project Manager being less than the Contract cost, the advantage shall accrue to the Employer and in case it exceeds the money due to the Contractor under the contract, the Contractor shall either pay to the Employer the excess cost as notified by the PMC /Project Manager or the same shall be recovered from his dues or by other means.

63.2 The Employer for any other Contactor employed by him, for such completion of the work, may use Contractors temporary works, materials, tackle, machinery and stores of all kinds available on the site,as they may think proper and may at any time sell any of the said materials. Tackle, machinery and stores and apply the proceeds of sale in or towards the satisfaction of any loss which may arise out of the cancellation of the contract.

The Employer shall be at liberty to use the materials, tackle, machinery and Contractor's store on the site as he may think proper for completing the works, and the Contractor shall be allowed necessary credit to be assessed by the Project Manager which shall be final and binding.

- 63.3 The cost of such completion to be taken into account in determining the excess cost to be charged shall consist of the cost/estimated cost of materials purchased or required to be purchased and/or the labour provided or required to be provided, as also cost of Contractor's material used with an addition of 25 (Twenty Five) percent to cover superintendence and establishment charges. The Employer's decision on this aspect shall be final and binding.

**63.4 Assignment of benefit of agreement**

Unless prohibited by law, the Contractor shall, if so instructed by the PMC within 14 days of such entry and execution referred to in Sub – Clause 63.1 assign to the Employer the benefit of any agreement for the supply of any goods or materials or services and/ or for the execution of any work for the purposes of the Contract which the Contractor may have entered into.

**64.0 Urgent Remedial**

- 64.1 If, by reason of any accident or failure or other event occurring to in or in connection with the works, or any part thereof, either during the execution of the works, or during defect liability period, and remedial or other works is, in the opinion of the PMC, urgently necessary for the safety or progress of the works and the Contractor is unable or unwilling at once to do such works, the Employer shall be entitled to employ and pay other person to carry out such works as the PMC may consider necessary. If the works or repair so done by the Employer is works which, in the opinion of the PMC, the Contractor was liable to do at his own cost under the contract, then all costs consequent there on or incidental there to, may be deducted by the Employer from any monies due or to become due to the Contractor and the PMC shall notify the Contractor and accordingly, with a copy to the Employer. Provided that the PMC shall as soon as after the occurrence of any such emergency as may reasonably practicable, notify the Contractor thereof.

**65.0 Payment in Event of Release from performance**

- 65.1 If any circumstances outside the control of both parties arises after the issue of the Letter of Acceptance which renders it impossible or unlawful for either party to fulfill their contractual obligations, or under the law governing the Contract the parties are released from further performance, then the sum payable by the Employer to the Contractor in respect of the works executed shall be same as that which would have been payable.

**66.0 Settlement of Dispute**

- 66.1 If any dispute arises during execution of the works or till the completion of the defect liability period /Extended Defect Liability period between different parties the matter shall be referred to the Employer and decision of the Employer will be binding on all parties concerned.

However, if any dispute arises between Employer and any other party the matter shall referred to the Accepting Officer, whose decision shall be final and binding to all parties.

If still any dispute arises and persists between the Contractor and Employer the same shall be referred to the sole arbitration to be appointment by The President Governing Council, CGEWHO whose award shall be final and binding on both parties. The arbitration shall submit his award within four months of his entering on the reference. This period may be extended by the arbitration with the consent of both the parties.

Such reference shall not take place by either party until after the physical completion or alleged completion of the works or termination or determination of the contract referred to herein before.

Only that court within whose jurisdiction the head office of the Employer is located will have jurisdiction on any matter requiring reference to court.

The President, Governing Council of CGEWHO (who is only Authority empowered to appoint the sole arbitrator to adjudicate the dispute between the Employer and the Contractor) shall fill a vacancy which may arise and/or be caused on account of demise or resignation of the sole arbitrator rendering the sole arbitrator in capacitated to adjudicate the matter and the Contractor shall have no objection for filling of the said vacancy so caused.

The Contractor shall also have no objection to the appointment of a sole arbitrator by The President, Governing Council of CGEWHO on the grounds/reasons that the sole arbitrator is an officer subordinate to The President/appointing authority

## **67.0 Notices to Contractor**

67.1 All Certificates, notice or instructions to be given to the Contractor by the Employer, or the PMC under the terms of the contract shall be sent by post, email or facsimile transmission to or left at the Contractor's principle place of business or such other address as the Contractor shall notify for that purpose.

## **67.2 Notices to Employer, PMC and Architect**

Any notice to be given to the Employer or to the Architect or to the PMC under the terms of the contract shall be sent by post, email or facsimile transmission to or left at the respective addresses notified for that purpose.

## **67.3 Change of Address**

Either party may change the notified address to another address in the country where the works are being executed by the prior notice to the other party, with a copy to the PMC & Architect, or the Architect/ PMC may do so by prior notice to both parties.

## **68.0 In the event of the Employer:**

## 68.1

- a) Failing to pay to the Contractor the amount due under any certificate of the PMC within 28 days after the expiry of the time sated in sub clause 60.8 within which payment to be made, subject to any deduction that the Employer is entitled to make under the contract, or
- b) Interfering with or obstructing or refusing any required approval to the issue of any such certificate
- c) Becoming bankrupt, going into liquidation other than for the purpose of a scheme of reconstruction or amalgamation, or
- d) Giving notice to the Contractor that for unforeseen, due to economic dislocation, it is impossible for him to continue to meet his contractual obligations the Contractor shall be entitled to terminate his employment under the Contract by giving notice to the Employer, with a copy to the PMC. Such termination shall take affect 14 days after giving of the notice.

68.2 **Removal of Contractor's Equipment**

Upon the expiry of the 14 days' notice referred to in sub clause 68.1 the Contractor shall notwithstanding the provision of sub clause 54.1 with all reasonable dispatch, remove from the site all Contractor's equipment brought by him there on.

68.3 **Payment on termination**

In the event of such termination the Employer shall be under the same obligation to the Contractor in regard to payment as if the contract had been terminated under the provision of clause 66.1 but, in addition to the payments specified in sub clause 60.12 the Employer shall pay the amount of any loss or a damage to the Contractor arising out of or in connection with or by consequence of such termination.

68.4 **Resumption of Works**

Where the Contractor suspends work or reduces the rate of work, having given notice and the Employer subsequently pay the amount due, pursuant to sub clause 60.7, the Contractors entitlement above sub clause 68.1 and if notice of termination has not been given, lapse and the Contractor shall resume normal working as soon as reasonably possible.

69.0 **Taxation**

- 69.1 All the tendered rate shall be inclusive of any tax, levy or cess applicable on last stipulated date of receipt of tender including extension if any. No adjustment ie increase or decrease shall be made for any variation in the rate of GST, Building and Other Construction Workers Welfare Cess or any tax, levy or cess applicable on inputs.

However, effect of variation in rates of GST or Building and Other Construction Workers Welfare Cess or imposition or repeal of any other tax, levy or cess applicable on output of the works contract shall be adjusted on either side, increase or decrease.

Provided further that such increase including GST shall not be made in the extended period of contract of which the contractor alone is responsible for delay as determined by authority for extension of time.

#### 69.2 **Income Taxes on staff**

The Contractor's staff, personnel and labour will be liable to pay personal income taxes in India in respect of such of their salaries and wages as are chargeable under the laws and regulation for the time being in force, and the Contractor shall perform such duties in regard to such deduction there of as may be imposed on him by such laws and regulations.

#### 70.0 **Bribes**

70.1 If the Contractor or any of his agent or servants gives or offers to give to any person any bribe, gift, gratuity or commission as an inducement rewards for doing or forbearing to do any action in relation to the Contract or any other Contract with Employer or for showing or for being to show favour or disfavour to any person in relation to the contract or to any other Contract with the Employer ,then the Employer may enter upon the site & the works and expel the Contractor and the provision of clause 63.0 hereof shall apply as if such entry and expulsion had been made pursuant to that clause.

#### 71.0 **Termination of Contract for Employer's Convenience**

71.1 The Employer shall be entitled to terminate this Contract in full or part due to any reason at any time for the Employer's convenience after giving 7 days prior notice to the Contractor, with a copy to the PMC. In the event of such termination, the Contractor:

- a) Shall proceed as provided in sub-clause 65.1 and
- b) Shall be paid by the employer as provided in sub-clause 65.1

#### 72.0 **Joint Venture and Liability**

72.1 Deleted.

#### 73.0 **Details to be confidential**

73.1 The Contractor shall treat the details of the contract as private and confidential, save insofar as may be necessary for the purpose there of any shall not publish or disclose the same or any particulars thereof in any trade or technical paper or elsewhere without the prior consent in writing of the Employer or the PMC. If any dispute arises as to the necessity of any publication or disclosure for the purpose of the contract the same shall be referred to the decision of the Employer whose award shall be final.

#### 74.0 **Life-saving Appliances and First Aid Equipment**

74.1 The Contractor shall provide and maintain up on the works sufficient, proper and efficient life –saving appliances and first aid equipment to the approval of the PMC

and in accordance with requirement of ILO convention no.62. The appliance and equipment shall be available for use at all time.

#### **75.0 Drawings and photographs of the works**

75.1 The Contractor shall not disclose details of drawings furnished to him and works on which he is engaged without the prior approval of the Architect in writing .No photograph of the works or any part there of or plant employed there in shall be taken or permitted by the Contractor to be taken by any of his employees or any employees of his Sub-Contractors without the prior approval of the Architect in writing and no such photograph shall be published or otherwise circulated without the approval of the architect in writing.

#### **76.0 The Apprentices Act 1961**

76.1 The Contractor shall duly comply with the provisions of the Apprentices Act 1961 (III of 1961) the rules made under and the orders that may be issued from time to time under the said Rules and on his failure or neglect to do so he shall be subject to all liabilities and penalties provided by the said Act and said Rules.

#### **77.0 Performance Bank Guarantee**

77.1 Within 15 days of issue of letter of intent from the Employer, the successful Tenderer shall obtain Bank Guarantee in the prescribed format of nationalized Bank of a sum equal to Five Percent (5%) of the contract value and furnish the same to the Employer for the due performance of the contract. The terms of the said Bank Guarantee and the cost of obtaining of such guarantee shall be at the expenses in all respects of the Contractor. The performance bank guarantee will be released after the expiry of defect liability period.

78.0 If at any time after signing of Contract Agreement the Employer shall for any reason whatsoever not require the whole or any part of the works to be carried out, the Employer shall give notice in writing of the fact to the Contractor, who shall have no claim to any payment or 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 foreclosing of whole or part of the works.

#### **79.0 INDEMNITY OF ORGANIZATION**

79.1 The Contractor shall indemnify the Employer or any consultant, agent, servant or Employee of Employer against any action, claim or proceeding relating to the infringement or design rights or any alleged patent or such claims and shall itself pay any royalties, license fees, damages, cost of all and every sort or other charges which may be payable in respect of any articles or materials or part thereof legally incurred in respect thereof and included in the contract.

79.2 The Contractor shall indemnify the Employer against all claims which may be made upon the Employer under the Workmen's Compensation Act or under common law in respect of any Employers of the Contractor or any Sub-Contractor.

- 79.3 The Contractor shall also be responsible for all injuries to persons, animals or things which may arise from the operation or neglect on part of Contractor or of any nominated sub-Contractor's or its Employees whether such injury or damage arises from carelessness, accident or any other cause whatsoever in any way connected with carrying out of this contract. The Contractor shall indemnify the (Employer) and save it from harms in respect of all and any expense arising from and such injury or damage to persons, animals or things as aforesaid and also in respect of any claims made in respect of injury or damage under any Acts of Govt or otherwise and also in respect of any award of compensation or damage consequent upon such claims.
- 79.4 The Contractor shall be solely responsible for any bilateral awards which may be passed by labour/ Industrial Court in favour of such works employed with the Contractor arising out of such or any disputes between the Contractor and its Employers. The Contractor also further agrees to indemnify the Employer of such losses which may arise on account of any go-slow strike or non-cooperation by the Employers of the Contractor deputed at the project site while executing the composite housing contract of the Organization.
- 79.5 The Contractor shall be responsible for all structural and decorative damage to any property which may arise from the operation or neglect on his part or any sub Contractor's or its Employees or arising out of neglect, carelessness, defective or any other cause whatsoever in any way connected with the carrying out of this contract. This clause shall be deemed to include INTERALIA, any damage to buildings, whatever immediately adjacent or otherwise and any damage to roads, streets, footpaths, bridges or ways as well as all damage caused to the building and works forming the subject of this contract by inclemency of weather. The Contractor shall indemnify the Employer by any member of public or other third party in respect of anything which may arise in respect of the works or in consequence thereof and in respect of any costs, charge/ expenses arising out of any claim or proceedings and also in respect of any award or compensation or damage arising there from and shall reinstate all damage of every sort mentioned in this clause so as to make good or otherwise satisfy all claims for damage to the property of third parties.
- 79.6 The Employer shall be at liberty and is empowered to deduct the amount of any damage, compensation costs, charges and expenses arising or accruing from or in respect of any such above said claim or damage from any sum or sums due or to become due to the Contractor, for which the Employer will be the sole deciding authority.
- 79.7 The Contractor shall take full responsibility for the safety, stability and adequacy of all site operations, structures constructed and methods of construction as per the concerned authorities.
- 79.8 The Contractor shall be responsible for any breach of Affidavit/ declarations by the Employer to obtain the various statutory approvals for the project, i.e. clearances from GDA, EIA, Aviation, fire authorities & GRIHA 5 etc. and the Contractor shall indemnify the Employer for the same.

## **SAFETY CODE**

The Contractor shall appoint a Safety team headed by a Safety Manager along with sufficient number of support staff to monitor the safety and security of the laborers and supervisors at site during the complete tenancy of the project including Defect liability period.

### **A. CONTRACTOR'S BARRICADES:**

Contractor shall erect and maintain barricades required in connection with his operation to guard or protect.

- a) Excavation works
- b) Area adjudged hazardous by Contractor or EMPLOYER/ ARCHITECT/ PM/ PM& PMC's supervisors.
- c) HUDCO's existing property subject to damage by Contractor's operations.  
Contractor's employees and those of its sub-Contractors shall become acquainted with CGEWHO barricading practice and shall respect the provisions thereof.  
Barricaded and hazardous areas adjacent to but not located, in normal routes of travel shall be marked by red flashed lanterns at nights.
- (i) All material should be lift from ground level to any height by Appropriate Crane/ hoist Lift.
- (ii) Safety net and scaffolding be used around the building and on mid floors as per standard practice or as per the instructions of Employer/ PMC.
- d) The site is to be barricaded on all sides with 9 m high GS sheet.
- e) The detailed design of barricading considering height of barricade, wind load etc. should be provided by the Contractor. The design calculation and working drawing will be provided by the Contractor and approved by Employer/ Architect/ PM/ PM. The G.S. sheet barricading will be designed above the wall area on the iron frame embedded properly in concrete block.
- f) Access gate of adequate sized opening in barricading should be provided to allow smooth flow of construction machinery, trucks, trailers etc.
- g) Contractor shall take measures to maintain the integrity of the barricade and safe conditions at site.
- h) After successful completion of works, all the barricading will be dismantled /removed by Contractor and it will be the property of Contractor.
- i) The cost of works of barricading mentioned as above shall be executed by the agency is deemed to be included in the tendered amount at his own cost and nothing shall be paid on this account.

### **B. SCAFFOLDING:**

- (i) Suitable double stage steel scaffolding should be provided for workmen for all works that cannot safely be done from the ground or from solid construction except short period works as can be done safely from ladders. When a ladder is used an extra labour/Mazdoor shall be engaged for holding the ladder and if ladder is used for carrying materials as well, suitable footholds and handholds shall be provided on the ladder and the ladder shall be given an inclination not steeper than 1 in 4 (1 horizontal and 4 vertical). Lights to protect the workers and staff from accidents to be provided. Contractor shall be bound to bear the expenses of defense of every suit, action or other proceedings at law that may be brought by any person for injury sustained owing to neglect of laid down precautions and pay any damages and

costs which may be awarded in any such suit or action or proceedings to any such person or which may with the consent of the Contractor be paid to compromise any claim by any such person.

- (ii) Scaffolding or staging more than 4 meter above the ground or floor swing suspended from an over-head support or erected with stationary support shall have a guard rail properly attached, bolted, braced and otherwise secured at least 3 ft. high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such 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 platform gangways and stairways should be so constructed that they should not sag unduly or unequally and if the height of the platform, of the gangway or the stairway is more than 4 meters above ground level or floor level they should be closely boarded, should have adequate width and should be suitably fastened as described in (ii) above.
- (iv) Every opening in the floor or 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 1 meter.
- (v) Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9 meters in length while the width between the said rails in rung ladder shall in no case be less than 30 cm for ladder upto and including 3 meters in length. For longer ladder this width should be increased at least 5 cm for each additional foot of length. Uniform steps spacing shall not exceed 30 cm. Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any sites of works shall be so stacked or placed to cause danger or inconvenience to any person or public. The Contractor shall also provide all necessary fencing and lights to protect the workers and staff from accidents, and shall be bound to bear the expenses of defense of every suit, action or other proceedings at law that may be bought by any person for injury sustained owing to neglect of the above precautions and pay any damages and costs which may be awarded in any such suit or action or proceedings to any such person or which may with the consent of the Contractor be paid to compromise any claim by any such person.

### C. EXCAVATION AND TRENCHING

All trenches 1.2 meters or more in depth shall at all times be supplied with at least one ladder for each 50-meter length or fraction thereof.

Ladder shall be extended from bottom of the trench to at least 1 meter above the surface of the ground. The sides of the trenches which are 1.5 meters in depth shall be stepped back to give suitable slope or securely held by timber bracing, so as to avoid the danger of side collapsing. The excavated materials shall not be placed within 1.5 meters of the edge of the trench or half of the trench width whichever is more. Cutting shall be done from top to bottom. Under no circumstances undermining or under cutting shall be done.

- D.** All necessary personal safety equipment as considered adequate by the EMPLOYER/ ARCHITECT/PMC should be kept available for the use of persons employed on the site and maintained in condition suitable for immediate use, and the Contractor shall take adequate steps to ensure proper use of equipment by those concerned.

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

- E.** Use of hoisting machines and tackles including their attachments, anchorage and supports shall conform to lay down standard precautions.
- a) These shall be of good mechanical construction, sound materials and adequate strength and free from patent defect and shall be kept in good working order.
  - b) Every rope used in hoisting or lowering materials or as means of suspension shall be of durable quality and adequate strength and free from patent defects.
  - c) Every crane driver or hoisting appliance operator shall be properly qualified and no person under the age of 21 years should be in charge of any hoisting machine including any scaffolding winch or give signals to the operator.
  - d) In case hoisting machine and of every chain ring hook shackle swivel and pulley block used in hoisting or lowering or as means of suspension, the safe working load shall be ascertained by adequate means. Every hoisting machine and all gears referred to above shall be plainly marked with the safe working load of the conditions under which it is applicable which shall be clearly indicated. No part of any machine or any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.
  - (e) In case of hired machine, the safe working load shall be notified to the **EMPLOYER / PMC**. As regards Contractor's machines, the Contractor shall notify the safe working load of the machine to the **EMPLOYER/PMC** whenever he brings any machinery to site of works and get it verified by the CGEWHO/PMC or its authorised representative.
- F.** Motors gearing transmission electric wiring and other dangerous parts of hoisting appliances should be provided with efficient safeguards Housing appliances should be provided with such means as to reduce to the minimum the accidental descent of the load, adequate pre-cautions should be taken to reduce to the minimum the risk of any part or any part of a suspended load becoming accidentally displaced. When workers are employed on electrical installations, which are already energized, insulation mats, wearing apparel, such as gloves, sleeves, and boots, as may be necessary should be provided. The workers shall not wear any rings, watches and carry keys or other materials which are good conductors of electricity.
- G.** All scaffolds ladders and other safety devices mentioned or described herein shall be maintained in safe conditions and no scaffold, ladder or equipment shall be altered or removed while it is in use either by the Contractor or any other external agencies/ sub-Contractors/associate Contractors. Adequate washing facilities should be provided at or near places of works.

- H. These safety provisions should be brought to the notice of all concerned by displaying on a notice board at a prominent place at the works-spot. The person responsible for compliance of the safety code shall be named therein by the Contractor.
- I. To ensure effective enforcement of the rules and regulations relating to the safety precautions, the arrangements made by the Contractor shall be open to inspection by EMPLOYER/ PMC or its representatives.
- J. Notwithstanding the above clause there is nothing in these to exempt the Contractor from the operations of any other Act or rules in force in the Republic of India. The works throughout including any temporary works shall be carried out in such a manner as not to interfere or destroy in any way whatsoever the property of the Administration of EMPLOYER/ PMC or of a third party.

In addition to the above, the Contractor shall abide by the Safety code provision as per Indian Standard Safety Code framed from time to time and any additional requirement as per local safety bye laws and as required by the EMPLOYER/ PMC from time to time within his quoted rates.

- 1 Suitable scaffold should be provided for workmen for all works that cannot safely be done from the ground, or from solid construction excepted construction except such short period works as can be done safely from ladders. When a ladder is used an extra Mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying materials as well suitable footholds and hand-hand shall be provided on the ladder and the ladder shall be given an inclination not steeper than  $\frac{1}{4}$  to 1 ( $\frac{1}{4}$  horizontal and 1 vertical).
- 2 Scaffolding of staging more than 3.6m (12 ft.) above the ground or floor, swung or suspended from an overhead support or created with stationary support shall have a guard rail properly attached or bolted, braced and otherwise secured at least 90cm (3 ft.) high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with opening as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.
- 3 Working Platforms, gangways and stairways should be so constructed that they should not sag unduly or unequally, and if the height of the platform or the gangway or the stairway is more than 3.6m (12ft.) above ground level or floor level, they should be closely boarded, should have adequate width and should be suitable fastened as described in (2) above.
- 4 Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of person or materials by provided suitable fencing or railing whose minimum height shall be 90cm (3 ft.)
- 5 Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9m (30ft.) in length while the width between side rails in rung ladder shall in no case be less than 29cm (11  $\frac{1}{2}$ " ) for ladder up to and including 3 meter (10 ft.) in length, for longer ladders this width should increase by at least  $\frac{1}{4}$ " for each additional 30cm

(1 foot) of length. Uniform step spacing of not more than 30cm shall be kept. Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites or works shall be so stacked or placed as to cause danger or inconvenience to any person or the public. The Contractor shall provide all necessary fencing and lights to protect the public from accident and shall be bound to bear the expenses of defense of every suit, action or other proceedings at law to that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and cost which may be awarded in any such suit, action or proceedings to any such person or which may, with the consent of the Contractor, be paid to compensate any by any such person.

- 6 Excavation and trenching- All trenches 1.2m (4 ft.) or more in depth, shall at all times be supplied with at least one ladder for each 30 meter (100ft) in length or fraction thereof. Ladder shall extend from bottom of the trench to at least 90cm (3 ft.) above the surface of the ground. The sides of the trenches, which are 1.5m (5ft) or more in depth shall be stepped back to give suitable slope or securely held by timber bracing, so as to avoid the danger of sides collapsing. The excavated material shall not be placed with 1.5m (5 ft) of the edges of the trench or half of the depth of the trench whichever is more. Cutting shall be done from top to bottom. Under no circumstances undermining or undercutting shall be done.
- 7 All necessary personal safety equipment as considered adequate by the CGEWHO /PMC should be kept available for the use of the person employed on the site and maintained in a condition suitable for immediate use, and the Contractor should take adequate steps to ensure proper use of equipment by those concerned. The following safety equipment shall be provided.
- (i) Workers employed on mixing asphalted materials, cement and lime mortars shall be provided with protective footwear and protective goggles.
  - (ii) Those engage in white washing and mixing or stacking or cement bags or any material, which is injurious to the eyes, shall be provided with welder's protective goggles.
  - (iii) Those engaged in welding works shall be provided with welder's protective eye shields.
  - (iv) Stone-breakers shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.
  - (v) When workers are employed in sewers and manholes, which are in active use, the Contractors shall ensure that the manhole covers are opened and ventilated at least for an hour before the workers are allowed to get into manhole and the manholes so opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident to the public. In addition, the Contractor shall ensure the following safety measures are adhered to: -
    - (a) Entry for workers into the line shall be allowed except under supervision of the Engineer in charge or any other higher officer.
    - (b) At least 5 to 6 manholes upstream and downstream should be kept open for at least 2 to 3 hours before any man is allowed to enter into the manhole for working inside.
    - (c) Before entry presence of toxic gases should be tested by inserting wet lead acetate paper, which changes color in the presence of such gases and gives indication of their presence.
    - (d) Presence of oxygen should be verified by lowering a detector lamp into the manhole. In case, no oxygen is found inside the sewer line, workers should be sent only with oxygen kit.

- (e) Safety belt with rope should be provided to the workers. While working inside the manhole such rope should be handled by two men standing outside to enable him to be pulled out during emergency.
  - (g) No smoking or open flames shall be allowed near the blocked manhole being cleaned.
  - (h) The malba obtained on account of cleaning of blocked manholes and sewer lines should be immediately removed to avoid accidents on account of slippery nature of the malba.
  - (i) Workers should not be allowed to works inside the manhole continuously. He should be given rest intermittently. The CGEWHO /PMC may decide the time upto which workers may be allowed to works continuously inside the manhole.
  - (j) Gas masks with oxygen cylinder should be kept at site for used in emergency.
  - (k) Air blowers should be used for flow of fresh air through the manholes. Whenever called for, portable air blowers are recommended for ventilating the manholes. The motors for these, shall be vapor proof and of totally enclosed type. Non sparking gas engines also could be used but they should be placed at least 2 meters away from the opening and on the leeward side, protected from wind so that they will not be the source of friction on any inflammable gas that might be present.
  - (l) The workers engaged for cleaning the manholes should be properly trained before allowing working in the manhole.
  - (m) The workers shall be provided with Gumboots or non-sparking shoes bump helmets and gloves non-sparking tools and safety lights and gas masks and portable air-blowers (when necessary). They must be supplied with barrier cream for anointing the limits before working inside the sewer lines.
  - (o) If a man has received a Physical injury, he should be brought out of the sewer immediately and adequate medical aid should be provided to him.
  - (p) The extent to which these precautions are to taken depend on individual situation but the decision of the CGEWHO/PMC regarding the steps to be taken in this regard in an individual case will be final.
  - (vi) The Contractor shall not employ men and women below the age of 18 years on the works of painting with product containing lead in any form. Whenever men above the age of 18 years are employed on the works of lead painting, the following precautions should be taken: -
    - (a) No paint containing lead or lead products shall be used except in the form of paste or readymade paint.  
Suitable face masks should be supplied for use by the workers when paint is applied in the form of spray or a surface having lead paint dry rubbed and scrapped.
    - (b) Overalls shall be supplied by the Contractor to the workmen and adequate facilities shall be provided to enable the working painters to wash during and on the cessation of works.
- 8 An additional clause (viii) (i) of Government Safety code (iv): The Contractor shall not employ women and men below the age of 18 years on the works of painting with product containing lead in any form. Whenever men above the age of 18 are employed on the works of lead painting, the following principles must be observed for such use: -
- (i) White lead, soleplate of lead or product containing these pigments, shall not be used in painting operation except in the form of pastes or paint ready for use.

- (ii) Measures shall be taken, wherever required in order to prevent danger arising from the application of paint in the form of spray.
- (iii) Measures shall be taken, wherever practicable to prevent arising out of from dust caused by dry rubbing down and scrapping.
- (iv) Adequate facilities shall be provided to enable working painters to wash during and on cessation of works.
- (v) Overall, shall be worn by working painters during the whole of working period.
- (vi) Suitable arrangement shall be made to prevent clothing put off during working hours being spoiled by painting materials.
- (vii) Cases of lead poisoning and suspected lead poisoning shall be notified and shall be subsequently verified by medical man appointed by the competent authority of Employer.
- (viii) Employer may require, when necessary, medical examination of workers.
- (ix) Instructions with regard to special hygienic precautions, to be taken in the painting trade, shall be distributed to working painters.

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

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

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

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

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

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

- (iv) In case of Employer machines, the safe working load shall be notified by the Electrical CGEWHO/PMC. As regard Contractor's machines the Contractor shall notify the safe working load of the machines to the CGEWHO/PMC whenever he brings any machinery to the site of works and get it verified by the Electrical Engineer concerned.

- 11 Motors, gearing, transmission, electric wiring and other dangerous parts of hoisting appliances should be provided with efficient safeguards. Hoisting appliances should be provided with such means as will reduce to the minimum the risk of accidental descent of the load. Adequate precautions should be taken to reduce the risk of any part of a suspended load becoming accidentally displaced. When workers are employed on electrical installations, which are already energized, insulating mats, wearing apparel, such as gloves, sleeves and boots, as may be necessary, should be provided.
- 12 All scaffolds ladders and other safety devices mentioned or described herein shall be maintained in safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities should be provided at or near places of works.
- 13 These safety provisions should be brought to the notice of all concerned by display on a notice board at a prominent place at works spot. The person responsible for compliance of the safety code shall be named therein by the Contractor.
- 14 To ensure effective enforcement of the rules and regulations relating to safety precautions the arrangements made by the Contractor shall be open to inspection by labour officer or the CGEWHO /PMC or their representatives.
- 15 Notwithstanding the above clause from (1) to (15) there is nothing in these to exempt the Contractor from the operations of any other Act or Rule in force in the Government of India.
- 16 **Notwithstanding the above clauses the Contractor shall make all proper safety arrangements as required from time to time and as per instruction of EMPLOYER/ PMC.**

**LIST OF ITEM SHOULD BE AVAILABLE FOR USE AT SITE GIVEN BELOW:-**

- |                   |                                      |
|-------------------|--------------------------------------|
| 1- Helmets        | 8- Gas Masks and oxygen cylinder     |
| 2- Globes         | 9- Glow shine boards/ benches/ belts |
| 3- Safety Belts   | 10- Safety nets (Jaal)               |
| 4- Safety Shoes   | 11- Fire Buckets                     |
| 5- Gum Boots      | 12- Flood lights                     |
| 6- Safety goggles | 13- Reflector                        |
| 7- Safety ribbons | 14- First Aid Box                    |

**17 SAFETY OF WORKERS**

Over and above the provisions made in CPWD Safety Code the following will also be applicable: In respect of all workmen directly or indirectly employed in the works for the performance of the Contractor's part of this agreement, the Contractor shall at his own expense arrange for the safety provisions as per Indian Standard Safety codes shown below and shall at his own expense provide all facilities in connection there with. In case the Contractor fails to make arrangement and provide necessary facilities as aforesaid, he shall be liable to pay penalty prescribed under relevant clauses of these tender documents for Each default and in addition the CGEWHO /PMC shall be at liberty to make arrangement and provide facilities as aforesaid and recover the cost incurred on that behalf from the Contractor, and no claims on this account whatsoever shall be entertained.

1. IS: 3696(part I) Safety code for scaffolds and ladders.
2. IS: 3696(part II) Safety code for scaffolds and ladders Part II ladders.
3. IS:3764 Safety code for excavation works.
4. IS:4081 Safety code for blasting and drilling operations.
5. IS:5121 Safety code for piling and other deep foundations.
6. IS:5916 Safety codes for construction involving use of hot bituminous materials.
7. IS:7293 Safety code for working with construction machinery.
8. IS:7969 Safety code for storage and handling of building materials.
9. Any other code and/or as per directions of CGEWHO /PMC.

The Contractor shall issue identity cards to its labors and supply the list of names of all labour engaged at the site along with their home addresses to the local police station. Failure to do so may result in suspension of works by the authority.

## **18.0 PERSONAL PROTECTIVE EQUIPMENTS (PPEs)**

**18.1** The Contractor shall provide required PPEs to workmen to protect against safety and/or health hazards.

Primarily PPEs are required for the following protection.

- i) Head Protection (Safety helmets)
- ii) Foot Protection (Safety footwear, Gumboot, etc.)
- iii) Body Protection (High visibility clothing like waistcoat/jacket, Apron, etc.)
- iv) Personal fall protection (Full body harness, Rope-grip fall arrester, etc.)
- v) Eye protection (Goggles, Welders glasses, etc.)
- vi) Hand protection (Gloves, finger coats, etc.)
- vii) Respiratory Protection (Nose mask, SCBAs, etc.)
- viii) Hearing protection (Ear plugs, Ear muffs, etc.)

The PPEs and safety appliances provided by the Contractor shall be of the standard as prescribed by Bureau of Indian Standards (BIS). If materials conforming to BIS standards are not available, the Contractor shall procure PPEs and safety appliances as approved by the Employer/ PMC.

**18.2** All construction workers should be provided with high visibility jackets with reflective tapes conforming to the requirement specified under BS EN 471: 1994. The conspicuity of workmen at all times shall be increased so as to protect them from speeding vehicular traffic.

The Contractor shall provide safety helmet, safety shoe and high visibility clothing for all employee including workmen, traffic marshal and other employees who are engaged for any works under this contract as per the following requirement.

**18.3** In addition to the above any other PPE required for any specific jobs like, welding and cutting, working at height, tunneling etc. shall also be provided to all workmen and also ensure that all workmen use the PPEs properly while on the job. The Contractor shall not pay any cash amount in lieu to PPE to the workers/sub-Contractors and expect them to buy and use during works. The Contractor shall at all time maintain a minimum of 10% spare PPEs and safety appliances and properly record and show to the CGEWHO /PMC during the inspections. It is always the duty of the Contractor to provide required PPEs for all visitors towards this required quantity of PPEs shall be kept always at the security post.

## **SPECIAL CONDITIONS OF CONTRACT**

1.0 The following special conditions shall be read in conjunction with the General Conditions of the Contract stipulated here in before if any provision in these special conditions at variance that as aforesaid these shall be deemed to take precedence there over.

2.0 Location of Site

The site is located at Plot No. 28, Sector-4, Vaishali, Ghaziabad, (U.P.).

### **Scope of works**

**Execution of buildings including all external services as described in Volume-III (Scope of work) & Volume-IV (Tender drawings)**

### **Dimension and level**

All dimension and level shown on the drawing shall be certified by the Contractor at site and he will be held responsible for the accuracy and maintenance of all dimension and levels.

Figured dimensions are in all cases to be accepted and no dimension shall be scaled. Full details shall take precedence over small scale drawings. In case of discrepancy the Contractor shall ask for clarification from the Architect/ employer before proceeding with the works.

3.0 **Notice of operation**

The Contractor shall not carry out important operation without the consent in writing of the Employer/PMC.

4.0 **Programme of works and Method of Construction**

The Contractor shall submit to the employer before the commencement of the works for his approval all the information relating to programme and method of construction.

5.0 **Assistant of Employer /PMC**

The Contractor shall provide for the Employer /PMC at all during contract including Defect liability period a competent Engineer (civil) and/or all such other men as he may require to assist him in carrying out or checking any measurement, setting out or measuring up to of the works. The Contractor will also provide ladders, gangways etc. and the necessary attendance to move and adopt as directed for inspection or measurement of the works by the PMC.

6.0 **Construction records**

The Contractor shall keep and supply to the Employer /PMC full and accurate records of the dimension and position of all new works and only other information necessary for the PMC to be able to prepare complete drawing recording details of the works as construction.

**7.0 Safety of adjacent structure of works.**

The Contractor shall provide and erect to the approval of the Employer/PMC such support as may be required to protect efficiently all structure or works which may be endangered by the execution of the works or otherwise take such permanent measurement as may be required by the PMC to protect the structure of works

The Contractor will be given the total area of the site with proper boundary wall. He has to restrict his facilities within the said area of site including arrangement of labour accommodation also.

**8.0 Ordering Materials**

The bills of quantities shall not be used as a basis for ordering materials and the Contractor is entirely responsible for assessing the quantities of materials to be ordered.

**9.0 Power, Water & other Facilities.**

It will the Contractors' scope of work to arrange all facilities necessary for performance of the works including (but not limited to) water, power and transportation, labour, tools construction and testing equipment and machinery and or about the job site(s) for the Contractors fields office, godowns, workshop and ancillary accommodation for Contractors staff, query the job site and Contractors office, go downs, workshop accommodation, queries and/or borrows areas.

The Employer does not warrant or undertake the provision of any facility aforesaid or otherwise to the Contractor ,or assistance in obtaining /producing the same or other assistance whatever to the Contractor for or in the performance or testing of the works and the Contractor shall not imply by conduct ,expression or assurance or by any other means any promise or obligation on the part of the Employer contrary to the provision hereof and any such promise or obligation understood by the Contractor shall not be binding upon the Employer.

An assistance which the Employer renders to the Contractor in terms hereof or otherwise relative to the works by provision of any facility, water, power etc. as above shall not for any cause afford basis or defense to the Contractor for any of his obligation under the Contractor, nor ground for extension of time for completion.

**10.0 Procurement of materials**

It shall be the responsibility of the Contractor to procure and bring to site of works all materials required for fulfilling the contract.

All the requirement of cement and steel for the execution of the works shall be procured and provided by the Contractor; however, the brand of the same shall be strictly regulated and followed as per the approval brand list enclosed with the tender documents.

**11.0 Employers Supply of Materials**

The Employer entirely at their own discretion may decide to supply some other materials also.

In such a case the rates of items of works affected due to such supply shall be suitably varied as per analysis of rates as decided by the Employer. No claim on this aspect from the Contractor shall be entertained.

#### 12.0 **BLANK**

#### 13.0 **Temporary Services**

The Contractor shall provide and maintain all temporary services on or about the site including providing tower cranes hoists for materials movement required for the execution of the works and shall remove them on completion as decided by CGEWHO/PMC.

#### 14.0 **SECURITY**

The Contractor shall be responsible for the security of the Site till six months after receiving the Occupancy Certificate from the statutory authorities. The Contractor shall provide specific points at which entry can be affected, and shall provide barriers at such points of entry and maintain at such barriers a 24 hours security guard, and such other security person and patrols elsewhere as may be necessary to maintain security. No separate payment shall be made on this account as the same is deemed to be included in the tendered amount.

#### 14.1 **VISITORS TO SITE**

No visitor is allowed to enter the site without the permission of the Employer/ PMC. All visitors should report at the site office and Contractor shall provide visitor's helmet (White helmet with visitor sticker) and other PPEs like safety shoe, reflective jacket, and respiratory protection etc. as per requirement of the site.

All visitors shall be accompanied at all times by a responsible member of the site personnel. The Contractor shall be fully responsible for all visitors' safety and health within the site.

#### 14.2 **UNAUTHORISED PERSON**

No unauthorized people are to be allowed on the site. The Contractor shall instruct all such person to keep out and shall take steps to prevent trespass.

#### 14.3 **PROTECTION OF WORKS**

All finished Works shall be protected from damage that could arise from other construction activities. Works shall be planned and executed in such a manner that works completed by others is not damaged. The compliance of these provisions is deemed to be included in the quoted amount and nothing extra shall be paid on this account. The Contractor shall maintain in good condition all works till the completion of entire works allotted to him. Employer/ PMC shall not be held responsible for any claims for injuries to persons/workmen or for structural damage property happening from any neglect, default, want of proper care or misconduct on the part of the Contractor or of any other of his authorised representatives / labour in his employment during the execution of the works. The compensation, if any, shall be paid directly to the department/authority/persons concerned, by the Contractor at his own cost.

**The Contractor shall take adequate precautions for works in progress as well as completed works from flooding particularly during the rainy season.**

## 15.0 KEEPING SITE CLEAN

During the progress of the works and when directed by the Project Manager the Contractor shall keep the site clear of all rubbish and debris including that which may be present on the date of issue of certificate of completion. The cost of keeping the site clean shall be deemed to have been included in the rates.

On completion of the works the Contractor shall at his own expenses clear away and remove from the site not latest than 15 days from the date of completion of works all constructional plant, huts surplus materials rubbish and temporary works of every kind and leave the entries site and works clean and in workmanlike condition to the satisfaction of the Employer.

### 15.1 CONSTRUCTION WASTE

- a) Contractor shall ensure that wastage of construction materials is within the permissible limit as deemed.
- b) All construction debris generated during construction shall be carefully segregated and stored in a demarcated waste yard. Clear, identifiable areas shall be provided for each waste type. The Contractor shall strictly deploy measures to segregate the waste on site into inert, chemical, or hazardous wastes.
- c) All construction debris shall be used for road preparation, back filling etc., as per the instructions of the Project Manager, with necessary activities of sorting, crushing etc.
- d) No construction debris shall be taken away from the site, without the prior approval of the Employer/ PMC.
- e) The Contractor shall recycle the unused chemical/hazardous wastes such as oil, paint, batteries, and asbestos.
- f) If and when construction debris is taken out of the site, after prior permissions from the Employer/ PMC, then the Contractor shall ensure the safe disposal of all wastes and will only dispose of any such construction waste in approved dumping site.

## 16.0 Office Accommodation for Contractor, Employer & PMC

The Contractor shall provide and maintain all necessary office, workshop stores, shelters, sanitary facility canteens and other building for themselves and their staff at site as per the approval of the Employer.

The Contractor on acceptance of the tender shall at his own cost construct a fully equipped office at site with all basic facilities such as telephone(s) fax, high speed internet, photocopier, laptop(s) and color and B/w Printer(s) along with operator(s), regular electric and drinking water supply and at least two staff carrying vehicle with driver, fuel and maintenance etc. for the employer. The Contractor shall maintain the aforesaid facilities intact/operational during the tenancy of the contract including defect liability period.

Operation and maintenance cost of all such materials, equipment/services shall be borne by the Contractor.

The fully furnished accommodation each for the Employer & PMC Representative and their staff shall be of a floor area of 100 sqm each with an attached toilet, kitchen and laboratory. The office space shall be well lit and ventilated and shall be provided with adequate number of electric light plus point, ceiling fans, A/c for PM room, one landline telephone and one mobile for local use & fax, high speed internet, required furniture and fitting, services of a full time attendant separately in Employer and PMC office.

If the telephone line is not available in the near vicinity of the site the Contractor shall provide cellular phone/wireless facility at the site for maintaining communication with the Head Office till time the telephone line is made available.

The lay out and detail plan of all temporary accommodation to be built at the site shall be as per the approval of Architect/ PMC/ Employer.

The Contractor shall also make sufficient arrangement for the cameras (10 MPS) so that the photographs and video can be taken of any specific activity at any point of time. The Contractor shall also make arrangement of software like MS project etc. for the purpose of preparing progress reports etc.

If Contractor fails to provide above facilities within one month of commencement of construction following recoveries shall be made from R/A bills at discretion of the Accepting Officer: -

- a) Rs. 3000.00 per day shall be recovered for office accommodation.
- b) Rs.2000.00 per day for providing vehicle.

- 16.1 The Contractor shall construct and maintain at their own cost sufficient stores and go downs of adequate capacity and size as per the design and specification set out C.P.W.D. specification 1992 item with latest amendments (All Volume) to safely and securely store of adequate quantity of cement for at any given time. The responsibility for the safety and security of cement shall rest with the Contractor. The go-down shall be provided with a single door with two locks. The keys of one lock shall remain with Employer/Project Manager and that of the other lock with the authorised agent of the Contractor at the site of works so that the materials are removed from the go-down according to daily requirement and the details/account thereof maintained.

#### 17.0 Lighting for Works and Protection of Area

The Contractor shall at their own cost enclose and barricade the site along its entire periphery with barbed wire fencing of sufficient height erected as per the design of the Architect maintained in proper condition for the entire duration of the Contractor shall be permitted to provide only one entry point where directed by Employer provided with a secure gate of admission into the site of works. The Contractor shall employ at their own cost sufficient security personnel as decided by the Employer on duty at all times at the gate and elsewhere within the site to prevent trespass pilferage and damage etc. The Contractor shall at his own cost install and maintain night lighting of sufficient illumination all around and within the site to adequately illuminate it at night, additional illumination shall be provided around stores offices machinery installation stockyards etc. and the Contractor shall maintain all the illumination in proper and workable order during the entire period of the Contract. Nothing extra shall be payable to the Contractor on the above account. If the Contractor fails to enclose and barricade the site or employ insufficient security staff or

provide sufficient illumination as above the same will be provided by the Employer at the risk and cost of the Contractor and amount so spent will be recovered from them.

#### 18.0 Works Diary

The Employer shall keep a diary on the site in which all his remarks instruction decision and the essential details of the works shall be recorded. The Contractor shall assist in keeping the diary by supplying daily information on the works as required by Employer/PMC.

#### 19.0 PROGRESS OF WORKS

Contractor shall give progress report of the works to the Employer/ PMC on monthly basis with Photographs of size 5" x 8" in two copies in the prescribed format of the works done during the previous month and program/ proposal for the next month. Such progress report will include the quantum of works done, important materials consumed, and materials available at site, materials proposed to be procured during the month.

#### 20.0 Site Meetings

Progress and quality evaluation meetings will be held at the site every week. The Contractor Senior Representative in Charge of the project along with his Site-In-Charge and other staff as required shall participate in these meetings and ensure all follow up actions.

#### 21.0 Return of Plant

The Contractor shall supply to the Employer a monthly return showing full particulars on a form, to be approved by him of the items of plant including location and state of each and the sections of the works on which they are employed.

This return is to be presented on the 10<sup>th</sup> day of each month.

#### 22.0 Contractor to Verify Site Measurement

Contractor shall check and verify all site measurements whenever request by other specialist Contractors or by nominate or other Sub-Contractor to enable them to prepare their own shop drawing and pass on the information with sufficient promptness as will not in any way delay the works. A copy of all such information passed on shall be given to the PMC's Representative.

#### 23.0 Hoarding

The Contractor shall put up a suitable hoarding of approximate size 6.0 X 3.0m in English & Hindi to a design to be approved by the Employer/Architect. The hoarding shall include the name of the Employer/Architect/ PMC.

#### 24.0 Items Not Covered

If any item of works is ordered to execute which is not covered in the contract it will be paid for as per clause 51.3 or general conditions and if such item is not available then as per valuation that would be derived on the basis of the actual cost of the materials and labour incurred in carrying out that said works, as specified and directed by the Employer/PMC and as determined by the Employer plus 15% to allow for Contractor's profit, overhead, all taxes and cost of meeting all other obligations of the contract.

## 25.0 Contract Rates

The Contractor prices and variations rates shall be firm and invariable and shall be deemed to include all labour, materials, use of plant tools, temporary works and buildings, etc. Insurance, GST, Labor cess and Duties establishment charges, overhead, profit, supervision, transport, sample testing, shop/construction drawings and other charges and every expense incurred in the proper and due execution, completion and maintenance of the works including provision of escalation and shall be in full satisfaction and discharge of every obligation and imposed upon him by the contract and nothing extra shall be payable unless so specially stated in this Contract.

## 26.0 Times of Completion & Progress of Works

The whole of the works as stipulated shall be completed within the stipulated time period starting from the date of commencement of works as mention in the written order given by the Employer/PMC. The works shall generally proceed in accordance agreed program of works.

Time is the essence of the Contract and the works must be completed within the time schedule as indicated in the Appendix to the Tender. Any tender which disagree with the time schedule of construction and stipulates a longer period are liable to be rejected.

The Contractor shall take all special steps he thinks might be necessary to complete the works in the stipulated time including any special plant equipment additional quantity of shuttering and other materials labour etc. and give detailed and specific indication thereof in his quoted rates.

## 27.0 Statutory Obligations, Notices, Fees and Charges

### 27.1

- a) The Contractor shall comply with and give all notices required by and act any instrument rule or order made under any act, or any regulation by law of any local authority or of any agency which has any jurisdiction with regard to the works or with whose system the same are or will connected (all requirements to be so complied with being referred to in these conditions as the statutory requirements).
- b) If the Contractor shall find any divergence between the statutory requirements and all or any of the contract documents or any variation instruction issued in accordance with these conditions, he shall immediately give to the Employer/ PMC a written notice specifying the divergence.
- c) If the Contractor gives notices under paragraph (b) of this sub-clause or if Employer/PMC shall otherwise discover or receive notice of a divergence between the statutory requirements and all or any of the Contract documents or any variation, instructions issued in accordance with these condition, the employer shall within 7 days of discovery or on receipt or a notice issue instructions in relation to the divergence.
- d) (l) If in any emergency compliance with paragraph (a) of this sub-clause required the Contractor to-supply materials or execute works before receiving instruction under paragraph (c) of this sub-clause the Contractor shall supply such limited materials

execute such limited works as are reasonably necessary to secure the statutory requirements.

- (II) The Contractor shall forthwith inform the Employer/PMC of the emergency and of the steps that he is taking under this paragraph of these conditions.
- (III) Works executed and materials supplied by the Contractor under sub paragraph (1) of this paragraph shall be deemed to have executed and supplied pursuant to Employer instruction in accordance with these conditions provided that the emergency requirements and all or any of the documents referred to in these condition or any variety instruction issued in accordance with these conditions and the Contractor with sub paragraph (II).

e) Provided that the Contractor complies with paragraph (b) of this sub-clause the Contractor shall not be liable to the Employer under this comply with the statutory requirements from the Contractor having carried works in accordance with the documents referred to in these conditions or any variations instruction issued in accordance with clause II of these conditions.

**27.2 *The Contractor shall pay and indemnify to the Employer against liability in respect of any fees or charges (including any rates or taxes) legally demandable under any Act, any instrument, rule or order made under any Act, Law of any Regulation or by-law of any local authority or of any statutory or agency; in respect of works.***

**27.3 Deleted**

**28.0 Materials and workmanship to be best of the respective kind**

- (I) All materials good and workmanship shall as far as procurable be the respective kinds and standards described in the Contract and should be ISI marked so far available.
- (II) The Contractor shall up on the request of the Employer/PMC; furnish him with documentation to prove that the materials or goods comply with sub-clause (I) of these conditions.
- (III) The Employer/PMC may issue instructions in regard to the removal from the site of any works, materials or goods which are not in accordance with this Contract. In case the Contractor fails to do so in accordance with the time schedule laid down by the Employer/PMC will be at liberty to have these materials moved out at the expense of Contractor. Ruling of Employer in this regard will be final and binding.

28.1 All materials to be used in the works unless otherwise specified shall be new and the Contractor shall if required furnish satisfactory evidence as to the kind and quality of materials being used and also carry out necessary test as and when directed by the CGEWHO and/or Project Manager. Materials shall be delivered and stored at site in its original condition i.e. sealed crated bundled packed etc. as obtained from its source without any tempering or removal of any of it was parts thereof. The Contractor shall maintain and furnish, whenever directed by the CGEWHO, receipts and invoices for materials purchased by them. If on determination of the purchase price of any materials brought to the site, it is observed that similar materials of like quality and specification is available at lower price that invoiced by the Contractors then that CGEWHO shall be at liberty to consider and pay

the Contractor the lowest price as the correct price for any materials irrespective of the Contractor's own purchase price of invoice. All materials used in the works shall conform to the brand name as specified in Schedule 'E' unless otherwise approved by the Employer and PMC.

### 29.0 Samples

A part from adhering to any special provision made in the specification regarding submission of samples the Contractor shall within 10 days of his receipt of letter of intent, provide to the Employer sample along with the detailed literature of all materials he proposes to use in the building irrespective of the fact that a specific make/materials might have been stipulated. If certain items proposed to be used are of such nature that samples cannot be presented or prepared at the site, detailed literature/ test certificate of the same shall be provided instead. Before submitting the sample/literature the Contractor shall satisfy himself that the materials/equipment for which he is submitting the sample/literature meet with the requirement of the specification. The Employer/Architect/ PMC shall check the samples and give his comments and/or approvals to the same. Only when Employer approves the samples in writing then only he shall proceed with the procurement and installation of the same. The approved samples shall be signed by the Architect/ PMC for identification and shall be kept on record at his office until the completion and acceptance of the works and shall be available at the site for inspection/comparison at any time. The Contractor shall keep with him a duplicate of such samples to enable him to process the matter.

The Employer shall give his comments/approval to the samples at his earliest convenience. Any delay that might occur in approving of the samples for reason of its not meeting with the specifications shall be to account of the Contractor.

### 30.0 Shop Drawings

The Contractor shall prepare shop drawing for specialist trades such as MS structure, façade works, HVAC works, Interior furnishing, swimming pool, electrical conduiting, sanitary & plumbing lines, False ceiling, uPVC doors & windows, Firefighting lines, fabrication, expansion joints etc. and any other items as stipulated in the detail requirements as indicated in the Architect drawings, specification, bills of quantities and shall incorporate the fabrications details as proposed by the Contractor the features and exact conditions as available at the site of construction any aspect related to coordination with other disciplines and other details that the Employer/Architect/PMC might stipulate. Three copies of these shop drawing shall be submitted by the Contractor to the Employer/PMC. The Architect shall scrutinize these and return one after receiving the approval for the shop drawings, further works on the items shall be proceeded with by the Contractor. The Contractor shall submit these shop drawings to the Architect/Employer / PMC sufficiently early considering the overall time schedule to allow the Architect reasonable time to scrutinize the drawings and get it corrected before further processing by the Contractor. Any plea of delay on this aspect by the Contractor shall not be entertained.

### 31.0 Specialist Sub-Contractor

The Contractor shall get the specialist works such as the sanitary & plumbing, uPVC doors & windows etc. executed through approved specialist Sub-Contract having requisite experience in the particular trade. The list of such specialist Sub-Contractor, the Contractor proposes to use shall be submitted with the tender along with details of their experience

and on approval by the Employer the particular Sub-Contractor only shall be appointed for carrying out the works. The Employer shall have the right to reject any specialist Contractor proposed, in which case the Contractor who meets with the approval of the Employer and no claim by the Contractor regarding this aspect shall be entertained.

### 32.0 **Approved Makes**

The specification provides a list of approved makes of some materials specified. The tender price quoted shall cover for this aspect. Only when it is not possible to use any of the approved makes either due to non-availability or due to technical reason and the Contractor shall propose alternate materials and if found suitable these shall be approved by the Employer for construction.

### 33.0 **Dismissal of Undesirable Person**

The Employer may issue instruction requiring the dismissal from the works of any person employed there on without assigning any reason. The decision of Employer in this regard will be final and binding.

### 34.0 **Access to the works**

The Employer's, Architect's, PMC's Representative and their nominees shall at all reasonable times have access to the works and to the workshops or other places of the Contractor or his sub-Contractor/suppliers where works is being carried out for the contract. When works is to be so carried out in workshop or other places of a sub-Contractor the Contractor shall by a term in the sub-contract incorporate a similar right of access to those workshops or places for the employer and their nominees and shall do all things reasonably necessary to make such right effective.

### 35.0 **Supervising Officer's Instruction**

1. The Contractor shall forthwith comply with all instruction issued to him by the Employer/PMC in regard to any matter in respect of which the Employer/PMC expressly empowered by these conditions to issue instructions. If within seven days after receipt of a written notice from the Employer/PMC requiring compliance with an instructions the Contractor does not comply therewith then the Employer may employ and pay other person to execute any works whatsoever which may be necessary to give effect to such instruction and all cost incurred in connection with such action be recoverable from the Contractor by the Employer as a debt or may be deducted by him from any money due or to become due to the Contractor under this Contract.
2. All instructions issued by the Employer/PMC shall be issued in writing. However, any instructions issued orally shall be given immediate effect and shall be confirmed in writing by the Project Manager thereof within fifteen days.

### 36.0 **Liquidated damages**

If the Contractor shall fail to complete the works within the stipulated period of completion mentioned herein above the Contractor shall be liable and shall pay to the Employer as pre-estimated damages at the rate indicated in the APPENDIX TO FORM OF TENDER. In case the non-completion is limited to certain items/ disciplines/ sections which is not preventing the Employers to occupy and use the building effectively as decided by the

Employer then the damages shall be limited to twice of the cost of the particular item/ discipline/ section subject to the ceiling as indicated before.

### 37.0 Termination

In the event of the Contractor failing to complete the works within the stipulated period of completion as mentioned hereof, the Employer may notwithstanding anything contained to the contrary in the Contract, terminate at any time the Contract without being in any manner whatsoever to the Contractor by giving 30 days' notice in writing to the Contractor and proceed to complete or get complete the works which have remained incomplete/ not done at the time of such termination at the risk and cost of the Contractor as provided for in General condition of Contract herein before.

### 38.0 Secured Advance against Materials on Site

The Contractor on signing an indenture in the form to be specified by the Employer shall be entitled to be paid during the progress of the execution of the works 85% of the estimated value of any materials (as per suppliers bill or as estimated by PMC which are in the opinion of the PMC non-perishable and or in accordance with the Contract and which have been brought on the site and are adequately sorted and or protected against damage by weather or other cause but which have at the time of advance not been incorporated in the works. When materials on account of which advance has been made under this clause are incorporated in the works the amount of such advance shall be deducted from the next payment made under any of the clause of this contract. All advances shall be recovered in full in the pre final bill.

### 39.0 Contract Price

The Contract prices as indicated in accepted tender value and as detailed in priced bill of quantities shall govern this aspect of the Contract.

### 40.0 Mobilization Advance

40.1 At the request of the Contractor mobilization advance equal to maximum 5% of the value of Contract awarded shall be paid by CGEWHO against irrevocable bank guarantee of an equal amount from a Nationalised/ Scheduled Bank on the format approved by CGEWHO.

The Mobilization advance shall however carry a Simple Interest of 12% per annum calculated up to the date of deduction which shall be before completion of 80% works with respect to value of contract and also is against B.G. valid up to the 80% period of completion of period to be determined by the Accepting Officer.

40.2 The Mobilization advances paid will be recovered on pro-rata basis from payments due to the Contractor against R.A. Bills or on account of any other payments due to him. The mobilization advance shall be fully recovered before the completion of 80% of the value of Contract or 80% of the completion period whichever is earlier. The recoveries against advance shall start in the RA bills paid, after the receipt of the particular advance.

40.3 If on detailed technical check the net amount due to the Contractor against the particular RA Bill as above becomes MINUS then the installment as above shall NOT be recovered and adjusted. The interest on the amount of such un-recovered installment shall be

calculated @ 18% up to the date of next RA Bill administered by Project Manager CGEWHO for ad-hoc payment.

40.4 The Bank Guarantee bond under clause 40.1 above shall be executed on a form approved by the Employer. This bond shall be in favour of CGEWHO in such a way that they can be released by the Employer without reference to the Contractor and without any demur from the Bank. The Validity of the bond shall not be less than twelve months. In case the amount of advance is not fully recovered for any reasons within the validity period of bond the Contractor shall furnish a fresh Guarantee bond of similar value to cover the period as directed by CGEWHO. The Bank Guarantee could be given by Contractor so as same could be released in phases.

41.0 **ESCALATION : Deleted.**

**Since the Value of Contract is on firm price there is no escalation clause.**

42.0 The Contractor shall make his own arrangements for treated water from Water Treatment Plant (WTP) which will be installed at site, for all construction activities and electricity, for his works, workman and nothing extra will be paid for this. The water and electricity used by the contractor shall be fixed and sufficient for the construction purpose to the satisfaction of the employer/ PMC and if not so then the contractor shall install and maintain the WTP at his own cost such equipment as the employer or the PMC may so instruct to make the water fit for construction and consumption.

43. **Rates of New Items of Works**

If any new item is ordered to be executed the rate for the same shall be as specified in clause 51.3 of GCC.

These shall be final and binding on the contractor. No escalation shall be entertained on the new items of works, if calculated on prevailing market rates. No alternation/ omission in variation shall vitiate his contract. However, no radical change in original nature of contract shall be ordered.

**ANNEXURE – A**

(REFERENCE CLAUSE 34.0 of GCC)

- a. The Contractor shall at all time during the continuance of the Contract, comply of fully with all existing Acts, regulation and bye-laws including all statutory amendments and re-enactment of state or Central Government and other local authorities and any other enactment, notifications and acts that may be passed future either by the state or the Central Government or local authority, including Indian workmen's compensation Act, Contractor labour (Regulation and abolition) Act 1970 and Equal remuneration Act 1976, factories Act Minimum Wages Act, provident fund regulations, Employees Provident Fund Act, schemes made under the same act and also labour regulations mentioned in fund act scheme made under the same act and also labour regulation mentioned in annexure A-1, Health and Sanitary Arrangement for workmen, Insurance and other benefits and shall keep Employer indemnified in case any action is commenced by competent authorities for contravention by the Contractor. If the Employer is caused to pay or reimburse such amounts as may be necessary to cause or observe or for no observance of the provision PMC shall have the right to deduct from any money due to Contractor his amount performance security or recover from the Contractor personally any sum required or estimated to be required for making good the loss or damage suffered by the Employer, responsibility in connection with the Employees of the Contractor, who shall in no case be treated as the Employees of the Employer at any point of time.

**FAIR WAGES**

- a) The Contractor shall pay the laborers engaged by him on the works not less than fair wage which expression shall mean whether for time of piece works the respective of wages fixed by the Public Works Department as fair wages for the area payable to the different categories of laborers or those notified under the minimum wages act for corresponding Employees of the Employer, whichever may be higher.
- b) The Contractor notwithstanding the provisions of a contract to the contrary cause shall pay the fair wages to laborers directly/indirectly engaged on the works, including any laborer engaged by Sub-Contractor in connection with the said works as if the laborers had been directly employed by him.
- c) The Contractor shall before the commencement of the works display and correctly maintain in a clean and legible condition at a conspicuous place the site notice in English and in a language spoken by the majority of the workers, starting therein the rate of wages which have been fixed as fair wages and the hours of works for which such wages are earned and send a copy of such notices at the PMC.
- d) The Contractor shall maintain records of wages and other remuneration paid to his Employers in such form as may convenient and as per the requirements of the Employer/PMC and the Conciliation Officer (Central) Ministry of Labour, Government of India, or such other authorized person appointed by the Central or state Government and the same shall include the following particulars of each worker:-
- i) Name, Worker's Number and Grade:
  - ii) Rate of Daily or Monthly Wage:

- iii) Nature of Works on Which Employed:
  - iv) Total Number of Days Worked During each Wage Period:
  - v) Total, Amount Payable of Days Worked During each Wage Period:
  - vi) All Deduction made from the Wage with Details in each Case of the Ground for Which the Deduction is made.
  - vii) Wage Actually Paid for Each Wage Period:
- (f) The Contractor shall provide a wage slip for each worker Employed on the works.
- (g) The wage records and wage slip shall be preserved for at least 12 months after the last entry.

### **Inspection of Wage Records**

- (h) The Contractor shall allow inspection of the aforesaid wage records and wage slips to the PMC and to any of his workers or to his agent at a convenient time and place after due notice is received, or to the Employer or any other person authorised by him on his behalf.
- (i) The Employer/ the PMC or any other person authorised by them on their behalf shall have power to make inquiries with a view to ascertaining and enforcing due and proper observance of the fair wages clause. He shall also have the power to investigate in to any complain regarding any default made by the Contractor or sub-Contractor in regard to such provision.
- (j) The Employer shall have the right to deduct from the money due to the Contractor any sum required or estimated to be required for making good the loss suffered by a workers or workers by reason of non-payment of the aforesaid fair wage exception account of any deduction that may be permissible under any law for the time being in force.
- (k) i. A workman shall be entitled to be represented in any investigation inquiry under this clause 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 previous sub-clause is affiliated.
  - c. Where the workers is not a member of any registered trade union by an officer of a registered trade union connected with or by any workmen employed in the industry in which the workers is employed.
- ii. The Contractor or Sub-Contractor shall be entitled to be present in any investigation or inquiry under this clause by an office or of an association of employers of with he is member.
- iii. No party shall be represented by a legal practitioner in any investigation or inquiry under this clause, unless all parties agree otherwise.

**SAFETY PROVISION**

1. The Contractor shall comply with all precautions as required for the safety of the workmen by the I.L.O. convention no.62 as far as they are applicable to the Contract. The Contractor shall provide all necessary safety appliances, gears like goggles, helmets, masks etc to the workmen and the staff.
  - i. Suitable scaffold shall be provided for workmen for all works that cannot safely be done from the ground. Or from solid construction except for such short period works as can be done safely form ladders. When a ladder is used an extra labour shall be engaged for holding the ladder and if the ladder is used for carrying materials as well suitable foot-holds and hand hold shall be provided on the ladder which shall be given an inclination not steeper than  $\frac{1}{4}$  to  $1(1/4)$  horizontal in 1 vertical.
  - ii. Scaffolding of staging more than 3.25 meters above the ground floor swing or suspended from an overhead support or erected with stationary support shall have guard rail properly attached bolted braced and otherwise secured at least 1 meters high above the floor or platform of such scaffolding or staging and extending along the entire length may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the support for structure.
  - iii. Working platform gangways and stairways shall be so constructed that they do not sag unduly or unequally and if a height of a platform or gangway or stair way is more 3.25 meters above ground level or floor level, it shall have closely space boards have adequate width and be suitably provided with guard rails as directed in (ii).
  - iv. Every opening in floor of a structure or in a working platform shall be provided with suitable means to prevent fall of persons or materials by providing suitable fencing or railing with a minimum height of one meter.
  - v. Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9 meters shall in no case be less than 30 cm for ladder up to and including 3 meters in length. For longer ladders the ladders the width shall be increased at least 6 mm for each additional 30cm of length. Spacing of steps shall be uniform and shall not exceed 30 cm. Adequate precautions shall be stacked or placed as to cause danger or inconvenience to any person or the public. The Contractor shall provide all necessary fencing and lights to protect public from accidents and shall be bound to bear expenses of defending every suit, action or other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and cost which may be awarded in any such suit, action or proceeding to any such person or which may with the consent of the Contractor be paid to compromise any claim by any such person.
  - vi. Excavation and Trenching: All trenches, 1.5 meters or more in depth, shall at any times by supplied with at least one ladder each 20 meters in length or fraction thereof. Ladder shall be extended from bottom of trench to at least 1 meter above surface of the ground. Sides of a trench which is 1.5 meters or more in depth shall be stepped back to give suitable slope or securely held by timber bracing so as to avoid the danger of collapsing of sides. Excavated material shall not be placed within 1.5 meter of edge of trench or half the depth of trench whichever is more. Cutting shall be done from top to bottom. Under no circumstances, undermining or undercutting shall be done.

- vii. Demolition: Before any demolition works is commenced and also during the process of the works.
- A. All roads and open areas adjacent to the works site shall either be closed or suitably protected.
  - B. No electric cable or apparatus which is liable to be a source of a danger over a cable or apparatus used by operator shall remain electrically charges.
  - C. All practical steps shall be taken to prevent danger to person employed by the Employer from risk of fire or explosion or flooding. No floor roof or other part of a building shall be so overloaded with debris or materials as to render it unsafe.
- viii. All necessary personal safety equipment as considered adequate by the PMC shall be available for use persons Employed on the site and maintained in a condition suitable for immediate use and the Contractor shall take adequate steps to ensure proper use of equipment by those concerned.
- a) Workers Employed on mixing asphaltic material, cement lime mortars/concrete shall be provided with protective footwear and protective goggles.
  - b) Those engaged in handling any material which is injurious to eyes shall be provided with protective goggles.
  - c) Those engaged in welding works shall be provided with welder's protective eye-shield.
  - d) Stone breakers shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.
  - e) When workers are employed in sewers and manholes which is in use the Contractor shall insure that manholes covers are open and manholes are ventilated at least for an hour before workers are allowed to get in to then. Manhole so open shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accidents to public.

The Contractor shall not employ men below the age of 18 years and women on the works of painting with products containing lead in any form. Whenever men above the age of 18 years are employed on the works of lead painting the following precautions shall be taken.

No paint containing leas or lead products shall be used except in the form or readymade paint.

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

Over all shall be supplied by the Contractor to women and adequate facilities shall be provided to enable workers to wash during and on close of day's works.

- ix. When works is done near nay place where there is risk of drowning all necessary equipment shall be provided and keep ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision make for prompt first aid treatment of all injuries likely to be sustained during the course of the works.
- x. Use of hosting machine and tackle including their attachment, anchorage and supports shall conform to the following: -
- A. (I) These shall be good mechanical construction sound material or as a means of strength and free from patent defects and shall be kept in good working order and properly maintained.
- (II) Every rope used in hoisting or lowering material or any means of suspension shall be of durable quality and adequate strength and free from defects.
- B. Every crane driver or hosting appliance operator shall be properly qualified and no person under the age of 21 shall be in charge of any hoisting machine including scaffold or of signal to operator.
- C. In case of every hoisting machine and of every chain hook, shackle swivel and pulley block used in hoisting lowering or as a means of suspension sage working load shall be ascertained by adequate means. Every hosting machine and all gear referred to above shall be plainly marked with safe working load. In case of a hoisting machine or a variable safe working load, each safe working load and condition under which it is applicable shall be clearly indicated. No part of any machine or any gear referred to above in the paragraph shall be loaded beyond safe working load except for the purpose of testing.
- D. In case of the Employer's Machine safe working load shall be notified by the PMC or his Representative. As regards Contractor's Machine the Contractor shall notify safe working load of each machine to PMC or his Representative whenever he brings it to site of works and get it verified by him.
- xi. Motors gearing transmission electric wiring and other dangerous part of hoisting appliance shall be provided with efficient safeguard hoisting appliance shall be provided with such means as will reduce the risk of accident during descent of load to the minimum. Adequate precautions shall be taken to reduce to the minimum risk of any part of a suspended load becoming accidentally displaced. When workers are employed on electrical installations which are already energized insulating mats, working apparel such a gloves, sleeves, and boots as may be necessary, shall be provided, workers shall not wear any rings, watches and carry keys or other material which are good conductors of electricity.
- xii. All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in safe conditions and no scaffold ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities shall be provided at or near places of works.
- xiii. These safety provisions shall be brought to the notice of all concerned by display on notice board at a prominent place at the works spot. Person responsible for ensuring compliance with the safety code shall be named there in by the Contractor.

- xiv. To ensure effective enforcement of the rules and regulation relating to safety precautions, arrangement made by the Contractor shall be opened to inspection by the PMC or his Representative and the inspecting office as defined in the Contractor's Labour Regulation mentioned in thereafter these documents as Annexure "A" of section.
- xv. Notwithstanding anything contained in conditions (I) to (xiv) above the Contractor shall remain liable to comply with the provision of all acts rules regulations and bylaws for the time being in force in India and applicable in this matter.
- m) The Contractor shall be responsible for observance, by his sub-Contractor of the dock workers (safety health and welfare) scheme 1961.
- n) For works carried out in the vicinity of any wharf of quay, the Contractor shall by all the provisions of the dock workers (Safety, Health and Welfare) scheme 1961.

### FOOTWEAR

- o) The Contractor shall at his own expenses provide footwear for all labour engaged on concrete mixing works and all other types of works involving the use of tar, cement etc. to the satisfaction of the PMC or his Representative, and on his failure to do so the Employer shall be entitled to provide the same and recover the cost from the Contractor.

### LOCAL LABOUR

- p) The Contractor is encouraged for a possible to employ in the execution of the Contract qualified Indian citizens as workmen. Employment of expatriate personal is subject to the Indian Laws and Regulations. In case the Contractor wishes to employ expatriate personnel in any particular trade or skill required to execute the contract, the employer will assist the Contractor in obtaining permission for which the Contractor shall submit requisite date

### Model Rules for Labour Welfare

- i) Definition
  - A. Works place means places at which, on an average, twenty or more workers are employed.
  - B. Large works place means a site at which on an average, 250 or more workers are employed.
- ii) First Aid

At every works place, there shall be maintained in a readily accessible place first aid appliance including an adequate supply of sterilized dressing and sterilized cotton wool as prescribed in the factory rules of the state in which the works is carried on. The appliances shall be kept in good order and in large works places; they shall be placed under the charge of a responsible person who shall be readily available during working hour.

At large workplaces where hospital facilities are not available within easy distance of the workers, first aid posts shall be established and be run by a trained compounder.

Where large workplaces are remotely stipulated and away from regular hospitals, an indoor ward shall be provided with one bed for every 250 employees.

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

At large workplace there shall be provided and maintained an ambulance room containing the prescribed equipment and in the charge of such medical and nursing staff as may be prescribed. For this purpose, the relevant provisions of the factory rules of the state government of the area, where the works carried on may be taken as the prescribed standard.

iii) **Accommodation for Labour**

The Contractor shall during progress of the works provide erect and maintain necessary temporary living accommodation and ancillary for labour at his own expenses to the standards and scales as approved by the PMC.

iv) **Drinking Water**

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

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

Every water supply storage shall be at a distance not less than 15 meters from any latrine, drain or other source of pollution. Where water has to be drawn from an existing well which is within such proximity of latrine, drain or any other source of pollution well shall be properly chlorinated before water drawn from it for drinking. All such wells shall be entirely closed in and be provided with a trap door which shall be dust proof and water proof.

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

v) **Washing and Bathing Places**

Adequate washing and bathing places shall be provided separately for men and women, such places shall be kept in clean and drained condition.

vi) **Scale of Accommodation in Latrines and Urinals**

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

	No. of Seats
a) Where number of persons does not exceed 50	2
b) Where number of persons exceed 50 but does not exceed 100	3
c) For additional person per 100 or part thereof	3

In particular cases, the PMC shall have the power to increase the requirement whenever necessary.

vii) **Latrine and Urinals**

Except in works places provided with water/flushed latrines connected with a water borne sewage system, all latrines shall be provided with receptacles on dry – earth system which shall be cleaned at least four times daily and at least twice during working hours and kept in a strictly sanitary condition. Receptacles shall be tarred inside and outside at least once a year.

If women are employed separate latrine and urinals, screened from those for men and marked in the vernacular in conspicuous letter “**For Women Only**” shall be provided on the scale laid down in rule (vi) those for men shall be similarly marked “**For Men only**”. A poster showing the figure of a man and women shall also be exhibited at the entrance to latrines for each sex. There shall be adequate supply of water, close to latrines and urinals.

viii) **Construction of Latrines**

Inside walls shall be constructed of masonry or other 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 the purpose and kept available for inspection. Latrines shall have at least thatched roof.

ix) **Disposal of Excreta**

Unless otherwise arranged for by the local sanitary authority, arrangement for proper disposal of excreta by incineration at the workplace shall be made means of suitable incinerator approved by the local medical, health and, municipal or cantonment authorities. Alternatively excreta may be disposed of by putting a layer or night soils at the bottom of a pucca tank prepared for the purpose and covering it with a 15 cm layer of waste or refuse and then covering it with a layer of earth for a fortnight (when it will turn in to manure).

The Contractor shall at his own expense carry out all instructions issued to him by the PMC to effect proper disposal of soil and other conservancy works in respect of Contractor's works - purpose or employees on the site. The Contractor shall be responsible for payment of many charges which may be levied by municipal or cantonment authority for execution of such works in his behalf.

x) At every works place, there shall be provided free of cost four suitable sheds, two of meals and two others for rest separately for use of man and women labour. Height of each shelter shall not be less than 3 meters from floor level to lowest part of roof. Sheds shall be kept clean and the space provided shall be on the basis of at least 0.5 Sqm. per head.

xi) **Crèche's**

At a place at which 20 or more women are ordinary employed, there shall be provided at least one hut for use of children under the age of 6 years belonging to such women. Huts shall not be constructed to a standard lower than that of thatched roof. Mud floor and wall with wooden planks spread over mud floor and covered with matting.

Huts shall be provided with suitable and sufficient openings, for light and ventilation. There shall be adequate provision of sweepers to keep the places clean. There shall be two maid servants in attendance. Sanitary utensils shall be provided to the satisfaction of local medical, health and municipal or cantonment authorities. Use of huts shall be restricted to children, their attendants and mothers of children.

Where the number of women workers is more than 25 but less than 50 the Contractor shall provide at least one hut and one maid servant to look after children or women workers.

Size of crèche (s) shall vary according to the number of women employed.

Crèches (s) shall be properly maintained and necessary equipments like toys etc. provided.

xii) **Canteen**

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

- xiii) Planning, setting and erection of the above mentioned structures shall be, approved by the PMC or his Representative and the whole of such temporary accommodation shall be at all times during the progress of the works be kept tidy and in a clean and sanitary condition to the satisfaction of the PMC or his Representative and at the Contractor's expense. The Contractor shall conform generally to sanitary requirements of Local Medical Health and at all times adopt such precautions may be prevent soil pollution of the site.

On the completion of the works the whole of such temporary structures shall be cleared away, all rubbish burnt, excreta or other disposal pits or trenches filled in an effectively sealed off and the whole of site left clean and tidy at the Contractor's expense, to the entire satisfaction of the PMC.

xiv) **Enforcement**

Inspecting officer mentioned in the Contractor's Labour Regulations or any other officer nominated on his behalf by the PMC shall report to the PMC all cases of failure on the part of the Contractor and /or his sub-Contractor to comply with the part of the Contract and his Sub Contractor to comply with the provisions of these rules either wholly or in part and the PMC shall impose such fines and other penalties as are prescribed in conditions of Contract.

xv) **Interpretations, etc.**

On any question as to the application interpretation or effect of these rules the decision of the Chief Labour Commissioner or Deputy Chief Labour Commissioner (Central) shall be final and binding.

- xvi) The Employer may, from time to time, add to or amend these rules and issue directions as it may be considered necessary for the proper implementation of these rules or for the purpose of removing any difficulty which arises in the administration thereof.

**Annexure – A – 1****(Reference Clause 35.1)****CONTRACTOR'S LABOUR REGULATIONS****Regulation 1-definition**

In these regulations unless otherwise expressed or indicated the following words and expressions shall have the meaning hereby assigned to them.

- a. "Labour" means workers employed by a Contractor directly, or indirectly, through a Sub-Contractor or by an agent on his behalf on a payment as per Minimum Wages Act.
- b. "Wages" means wages, which shall include wages for weekly day of rest and other allowances, whether for time or piece works, after taking into consideration prevailing market rates for similar employment in the neighborhood but shall not be less than the minimum rates or wages fixed under the payment of minimum wages Act.
- c. "Contractor" for the purpose of these regulations shall include an agent or sub-Contractor employing labour on the works taken on Contract.
- d. "Inspecting officer" means any labour enforcement officer or Assistant Labour Commissioner of the Central/ State Labour Deptt.
- e. "Form" means a form appended to these regulations.

**Regulations 2-Notice of Commencement**

The Contractor shall, within SEVEN days of commencement of the works, furnish in writing to the inspecting officer of the area concerned following information:

- a. Name and Situation of the Works
- b. Contractor's Name and Address
- c. Particulars of the Department for which the works is under taken.
- d. Name and Address of Sub-Contractor as and when they are appointed.
- e. Commencement and Probable Duration of Works.
- f. Number of Workers Employed and likely to be employed.
- g. Fair wages for different categories workers.

**Regulations 3-Hours of Works and Weekly Day of Rest**

- I. Number of hours of works which shall constitute normal working day: The number of hours which shall constitute of normal working day for an adult shall be NINE hours. The working day on an adult worker shall be so arranged that inclusive of intervals, if any, for rest, it shall not spread over more than twelve hours on a day. When an adult worker is to works for more than nine hours of any day or for more than FORTY-EIGHT hours in a week, he shall, in respect of overtime works, be paid wages at double the ordinary rate of wages.
- II. Weekly day of rest: Every worker shall be given day of rest which shall be fixed and notified at least TEN days in advance. A worker shall not be required or allowed to works on the weekly rest day unless he has or will have a substituted rest day.

Where in accordance with the foregoing provisions a workers works on the rest day and has been given substituted rest day, he shall be paid wages for the works done on the weekly rest day at the overtime rate day and at the overtime rate of wages.

NOTE: The expression 'ordinary' rate of wages means the fair wage the worker is entitled to.

**Regulation 4-Display of Notice Regarding Wages, Weekly Day Rest etc.**

The Contractor before he commences his works on contract shall display and correctly maintain in a clean and legible condition in conspicuous places on the works notice in English and in the local language spoken by majority of workers giving the rate of fair wages, the hours of works for which such wages are payable the weekly rest day workers are entitled to a name and address of the inspecting office. The Contractor shall send a copy of each such notice to the inspection officer.

**Regulation 5 – Fixation of Wage Periods**

The Contractor shall fix wage periods in respects of which wages shall be payable. No wage period shall normally exceed one week from the start of the month.

**Regulation 6-Payment of Wages**

- (i) Wages due to every worker shall be paid to him directly. All wages should be paid in current coins or currency or in both.
- (ii) Wages of every workers employed on the Contract shall be paid where the wage period is one week, within THREE days from the end of the wage period and in any other case before the expiry of the 7<sup>th</sup> day if the number of workers does not exceed 1000 or 10<sup>th</sup> day from the end of the wage period accordingly as the number of workers exceed 1000.
- (iii) When employment of any workers is terminated by or on behalf of the Contractor the wages earned by him shall be paid before expiry of the day succeeding the one of which his employment is terminated.
- (iv) Payment of wages shall be made at the works site on a working day except when the works is completed before expiry of the wage period in which case final payment shall be made at the works site within 48 hours of the last working day and during normal time.

NOTE: The term "working day" means a day on which the labor is employed for works.

**Regulation 7-Register of Workmen**

A register of workmen shall be maintained in the form appended to the regulations and kept at the works site or as near to it as possible and relevant particulars of every workman shall be entered there in within THREE days of his employment.

**Regulation 8-Employment Card**

The Contractor shall issue an employment card in the form appended to these regulations of each worker on the day of works or entry in to his employment. If a worker already has any such card with him issued by the previous Employer, the Contractor shall merely endorse that employment card with relevant entries. On termination of employment, the employment cards shall again be endorsed by the Contractor and returned to the workers.

**Regulation 9-Register of Wages etc.**

- i) A register of wages cum muster roll in the form appended to these regulations shall be maintained and kept at the works site or as near to it as possible
- ii) A wage slip in the form appended to these regulations shall be issued to every worker employed by the Contractor at least a day prior to disbursement or wages.

**Regulation 10-Fine and Deductions which May be Made from Wages**

- i) Wages of workers shall be paid to him without any deductions of any kind except the following:
  - a. Fines
  - b. Deduction for absence from duty i.e. from the place of his employment where he is required to works amount of deduction shall be in proportion to the period for which he was absent.
  - c. Deduction for damages to or loss of goods expressly entrusted to the employed persons for custody, or for loss of money which is required to be accounted for where such damage or loss is directly attributable to his be neglect or default.
  - d. Deduction for recovery of advances or for adjustment of over payment of wages advance granted being entered in a register and
  - e. Any other deduction which the employer may from time to time allows.
- ii) No fines shall be imposed on a worker in respect of such acts and omissions on his part as have been approved 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 workers has been given an opportunity of showing cause against such fines deduction.
- iv) The total amount of fines which may be imposed in any one wage period or a worker shall not exceed on amount equal to 0.3% of the wage payable to him respect of that wage period.

- v) No fine imposed on a worker shall be recovered from him on installments, or after expiry of sixty days from the date on which it was imposed on the days of the act or omission in respect of which it was imposed.
- vi) The Contractor shall maintain both in English and the local language a list approved by the Chief labour Commissioner, clearly stating the acts and the omission for which penalty or the fine may be imposed on a workman and display it in good condition in a conspicuous place on the works site.
- vii) The Contractor shall maintain a register of fines and the register of deduction for damage or loss in the forms appended to these regulations which should be kept at the place of works.

### Regulation 11-Register of Accidents

The Contractor shall maintain a register of accidents in such form as may be convenient at the works place but the same shall include the following particulars.

- a. Full particulars of laborers who met with accident
- b. Rate of wages.
- c. Sex.
- d. Age.
- e. Nature for accident and cause of accident
- f. Time and date of accident.
- g. Date and time when admitted to hospital
- h. Date of discharge from the hospital
- i. Percentage of loss of earning capacity and disability as assessed by the medical officer.
- j. Claim required to be paid under workmen's compensation Act.
- k. Date of payment of compensation.
- l. Amount paid with details of the person to whom the same was paid.
  - a) Authority by whom the compensation was assessed.
  - b) Remarks

### Regulation 12-Preservation of Register

The register of workmen and the register of wages cum master roll required to be maintained under these regulations shall be preserved for 90 days after the date on which the last entry is made therein.

**Regulation 13-Enforcement**

The inspecting officer shall either on his own motion or on a complaint received by him carry out investigations and send a report to the PMC specifying the amounts representing Contractor for breach of these regulations that have to be recovered from the Contractor, indicating full details of the recoveries proposed and the reason therefore. It shall be obligatory on the part of the PMC on receipt of such a report to deduct such amount from payment due to the Contractor.

**Regulation 14-Disposal of Amounts Recovered from the Contractor**

The PMC shall arrange payment to workers concerned with FORTY-FIVE days receipt of a report from the inspecting officer except in cases where the Contractor has made an appeal under regulation 16 of these regulations. In cases where there is an appeal, payment arise within THIRTY days from the date of receipt of the decision of the regional labour commissioner (RLC).

**Regulation 15-Welfare Fund**

All money that are recovered by way of worker's dues which could not be disbursed to workers within the time limit prescribed above, due to reason such as whereabouts of workers not being know, due to reasons, death of workers, etc. and also amount recovered as penalty, shall be credited to a fund to be kept under the custody of the Employer for such benefit and welfare of workmen employed by Contractors.

**Regulation 16-Appeal against Decision of Inspecting Officer**

Any person aggrieved by a decision of the inspecting officer may appeal against such decision of the Regional Labour Commissioner concerned within THIRTY days from the date of the decision forwarding simultaneously a copy of this appeal of the PMC.

The decision of the Regional Labour Commissioner shall be final and binding up on the Contractor and the workmen.

**Regulation 17-Representation of Parties**

- I. Workmen shall be entitled to be represented in any investigation of inquiry under these regulations by an officer of a registered trade union of which he is a member or by an officer of federation of trade unions to which the said trade union is affiliated or where the workman is not member of any registered trade union by an officer of a registered trade union, connected with, or by any other workmen employed in the industry in which the workers is employed.
- II. A Contractor shall be entitled to be represented in any investigation or inquiry under these regulations by an office of an Association of Contractors of which he is member or by an officer of a federation of associates of Contractor to which the said association is affiliated or by an office of association of employees connected with, or by another employer engaged in the industry in which the Contractor is engaged.
- III. No party shall be entitled to be represented by a legal practitioner in any investigations or inquiry under these regulations.

**Regulation 18-Inspecting of Books and Other Documents**

The Contractor shall allow inspection of the registers and other document prescribed under these regulations by inspecting officers and the PMC/ Employer or his authorised Representative at any time and by the workers or his agent on receipt of due notice at convenient time.

**Regulation 19 – Amendments**

The Employer may from time to time add to or amend these regulations an issue such directions as it may consider necessary for purpose of removing any difficulty which may arise in the administration thereof.

**WAGE SLIP**  
**(Regulation 9)**

Name of Contractor  
Place

1. Name of the workers with Father/Husband Name.
2. Nature of employment.
3. Wages period.
4. Rate of wages payable.
5. Total attendance/ unit of works done.
6. Dates (s) on which overtime worked.
7. Overtime wages.
8. Gross wage payable.
9. Total deduction (including nature of deductions)
10. Net Wages Payable

Signature/ Thumb Impress  
Of Contractor

Signature/ Thumb Impression  
of Employees

**REGISTER OF FINES**  
**REGULATION NO. 10 (VII)**

1. Serial No. :
2. Name :
3. Father/ Husband Name :
4. Sex :
5. Department :
6. Nature and Date of the offence :  
For which fine imposed :
7. Whether workman showed cause :  
Against fine or not if so enter date :
8. Rate of Wages :
9. Date & Amount of fine imposed :
10. Date on which fine released :
11. Remarks :

**REGISTRATION OF WORKMEN  
REGULATION – 7**

(I) Name and address of Contractor

\_\_\_\_\_

(II) Number and date of Contractor

\_\_\_\_\_

(III) Name and address of the department awarding the contract

\_\_\_\_\_

(IV) Nature of the contract and location of the works

\_\_\_\_\_  
\_\_\_\_\_

(V) Duration of Contract

\_\_\_\_\_

1. Serial No. :
2. Name :
3. Age & Sex :
4. Father's/ Husband's Name :
5. Nature of employment designation :
6. Permanent address of employee (Village, District, Thana) :
7. Present Address :
8. Date of commencement of employment :
9. Date of termination or leaving of employment :
10. Signature or thumb impression of the workers :
11. Remarks :

**EMPLOYMENT CARD  
(REGULATION -8)**

i) Name and sex of the workers

\_\_\_\_\_

ii) Father/ Husband's name

\_\_\_\_\_

iii) Address

\_\_\_\_\_

iv) Age/Date of Birth

\_\_\_\_\_

v) Identification Marks

\_\_\_\_\_

Particulars of next of kin (wife/husband and children, if any or of dependent next of kin in case the workers have no wife/husband or child)

Name

\_\_\_\_\_

Full Address of dependents

\_\_\_\_\_

(Village, District and State)

1) Serial No. :

2) Name and address of Employer :  
(Specify whether a Contractor or Sub-Contractor)

3) Particulars of location of works site & description of :  
Works done

4) Total period for which the workers are employed :  
(From \_\_\_\_\_ to \_\_\_\_\_)

5) Actual number of days worked :

6) Leave taken (No. of days should be specified) :

7) Nature of works done by workers :

8) Wage period :

9) Wage rate with part of unit in case of period :

10) Total wages earned by the workers in the period :  
Shown under

- 11) Remarks :
- 12) Signature of the Employer :

N.B. For a worker employed on time on piece works basis and at another on daily waged relevant extra in respect of each type of employment should be made separately.

**REGISTER OF WAGES – CUM – MUSTER ROLL**

**REGULATION – 9**

(I) Name and address of Contractor

\_\_\_\_\_

(II) Number and date of Contract

\_\_\_\_\_

(III) Name and address of the department awarding the contract

\_\_\_\_\_

(IV) Nature of the contract and location of the works

\_\_\_\_\_

(V) Duration of the contract

\_\_\_\_\_

(VI) Wage period

\_\_\_\_\_

Fair wages payable

Wage paid worked

Overtime wages

Deduction

From

**REGISTER OF DEDUCTIONS FOR DAMAGES OR LOSS CAUSED TO THE CORPORATION  
BY THE NEGLIGENCE OR DEFAULT OF THE EMPLOYED**

**(REGULATION – 10)**

1. Serial No. :
2. Name :
3. Father/ Husband's Name :
4. Sex :
5. Department :
6. Damage or loss caused date :
7. Whether workmen showed caused against :  
Deduction if so enter date :
8. Rate of amount of :
9. Date & amount of fine Imposed :
10. Date on which fine released :
11. Remarks :

## ANNEXURE – I

## PERFORMANCE BANK GUARANTEE (UNCONDITIONAL)

In consideration of the **Central Government Employees Welfare Housing Organization (hereinafter called "CGEWHO")** having offered to accept the terms and conditions of the proposed agreement between \_\_\_\_\_ and \_\_\_\_\_ (hereinafter called "the said Contractor(s)" for the works \_\_\_\_\_ (hereinafter called "the said agreement") having agreed to production of an irrevocable Bank Guarantee for Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) as a security/guarantee from the Contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement.

1. We \_\_\_\_\_ (hereinafter referred to as the "Bank") hereby undertake to (indicate the name of the Bank) pay to the CGEWHO an amount not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) on demand by the CGEWHO.
2. We \_\_\_\_\_ do hereby undertake to pay the amounts due and payable (indicate the name of the bank) under this Guarantee without any demur, merely on a demand from the CGEWHO 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 CGEWHO any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceeding pending before any Court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under, and the Contractor(s), shall have no claim against us for making such payment.
4. We \_\_\_\_\_ further agree that the Guarantee herein contained shall (indicate the name of the Bank) remain in full force and effect during the period that would be taken for the performance of the said agreement, and it shall continue to be enforceable till all the dues of the CGEWHO under or by virtue of the said agreement have been fully paid, and its claims satisfied or discharged, or till the CGEWHO, certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said Contractor(s), and accordingly discharge this guarantee.
5. We \_\_\_\_\_ further agree with the CGEWHO that the CGEWHO (indicate the name of Bank) shall have the fullest liberty without our consent, and without effecting in any manner our obligations hereunder, to vary any of the terms and conditions of the said agreement or from time to time any of the powers exercisable by the CGEWHO against the said Contractor(s), and to forbear or enforce any of the terms and conditions relating to the said agreement, and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Contractor(s) or for any forbearance, act of omission on

the part of the CGEWHO or any indulgence by the CGEWHO to the said Contractor(s) or by any such matter or things whatsoever which under the law relating to sureties would, but for this provision, have effect of so reliving us.

6. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).
7. We \_\_\_\_\_ lastly undertake not to revoke this Guarantee except with (indicate the name of Bank) the previous consent of the CGEWHO in writing.
8. This Guarantee shall be valid up to \_\_\_\_\_ unless extended on demand by the CGEWHO. 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 the date of expiry or 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 Bank)

**ANNEXURE – II**

**BANK GUARANTEE FOR ADVANCE PAYMENT**

To,

(Name of Employer)

(Address of Employer)

(Name of Contract)

Gentleman:

In accordance with the provision of the Special Conditions of Contract Sub-Clause 38.0 (“Advance Payment”) of the above-mentioned contract.

M/s

\_\_\_\_\_ (name and address of Contractor) (hereinafter called “The Contractor” shall deposit with

\_\_\_\_\_ (Name of Employer) a Bank Guarantee to guarantee his proper and faithful performance under the said clause of the Contract in an amount of

\_\_\_\_\_ (Amount of guarantee)

\_\_\_\_\_ (in words).

We, the \_\_\_\_\_ Bank of Financial Institution, as by the Contractor agree unconditionally and irrevocably to guarantee as primary obligatory and not as surely merely the payment to

\_\_\_\_\_ (name of Employer) on his first demand without what so ever right of objection on our part and without his first claim to the Contractor in the amount not exceeding (amount of guarantee)

\_\_\_\_\_ (in words).

We further agree that no change or addition to or other modification of the terms of the Contract of works to be performed there under or of any of the Contract documents which may be made between \_\_\_\_\_ (Name of Employer) and the Contractor shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change addition of modification.

This guarantee shall remain valid and in full effect from the date of the advance payment under the Contractor until \_\_\_\_\_ (Name of Employer) receives full repayment of the same amount from the Contractor.

Yours truly :  
 Signature and Seal :  
 Name of Bank/ Financial Institution :  
 Address :  
 Date :

**ANNEXURE – III**

**HUDCO HOUSING PROJECT AT PLOT NO. 28,  
SECTOR – 4, VAISHALI, GHAZIABAD, (UP)**

**DECLARATION FOR NO-CONDITION**

I/we hereby declare the following:

- a) No conditions have been put in price bid of our tender for the above.
- b) Conditions if proposed in Techno Commercial Part and Price Bid have also been withdrawn unconditionally.

Signature of tender

With Date and Seal

**ANNEXURE – IV**

**PERFROMA OF PERFORMANCE GUARANTEE FOR DAMP – PROOFING AND WATER PROOFING**

We have treated the sunken area in Basement, Toilet, Kitchen, Balconies and the roofs, water tanks etc of the various building blocks at \_\_\_\_\_ as sub-Contractor for M/s \_\_\_\_\_ the General Building Contractor for the works. We have read and understood the scope and responsibility of the water proofing and damp-proofing works as provided for in the general building works in their (M/s \_\_\_\_\_) contract with the Central Government Employees Welfare Housing Organisation and accordingly as proprietary agency engaged by M/s \_\_\_\_\_ for items of works of damp-proofing water proofing in the building, we have treated the furnished by us to the corporation as a Sub Contract for the General Builders.

After virtual completion of works and before the day month of \_\_\_\_\_ 20\_\_\_\_\_ if at any time of times the basement, floors, roofs, moris, Toilets, water Tanks and other position treated by us M/s \_\_\_\_\_ starts leaking or in any way get damaged to the influence of sleeping water including forming wet patches dampness etc. either due to the adequacy of the works specification workmanship etc. including the responsibility for any surface treatment and plumbing works, etc. carried out by other agencies we the M/s \_\_\_\_\_ hereby undertake and guarantee to carry out necessary remedial measures up to 10 years from the date of Virtual Completion of the general builders works to such extent and so often as may necessary to free the premises from such leakage dampness without an extra cost to the Employer CGEWHO. The decision of the employer in regard to the question as to whether there is any leakage or the treatment has given way to water or moisture shall be treated as final and binding on us. We also undertake to reinstate the surface disturbed to attend to the rectification works to its original condition after carrying out rectification works, if necessary, by bringing new materials at no extra cost to the Employer.

Signature

M/s \_\_\_\_\_  
(Proprietary water proofing agency)

Date:

Place:

Counter Signed by:

\_\_\_\_\_ For and on behalf of

M/s \_\_\_\_\_ (General Building Contractor)

Date:

Place:

**ANNEXURE – V**

**PERFORMA FOR ANTI – TERMITE TREATMENT**

“I/ We

\_\_\_\_\_ (Contractor)” hereby Guarantee that works will remain unaffected and will not be in any way damaged by termite of any other germs of similar types, for a period of 10 years from the date of virtual completion as per the terms and conditions of the Contract and Contractor hereby indemnifies and agree to save harmless the CGEWHO. from any loss and or damage that might be caused on account of termite and or other similar type of germs and hereby Guarantees to make good any loss and damages suffered by the CGEWHO. and further Guarantee to redo the effective works without claiming any extra cost.

This Guarantee shall remain in force for the period of 10 years from the completion of the works under the contract and is, shall remain binding the Contractor for a period of 10 years.

Signature

M/s \_\_\_\_\_  
(Proprietary Anti-Termite Treating Agency)

Date:

Place:

Counter Signed by:

\_\_\_\_\_  
For and on behalf of

M/s. \_\_\_\_\_

\_\_\_\_\_  
(General Building Contractors)

Date:

Place:

## ANNEXURE – VI

## CENTRAL GOVERNMENT EMPLOYEES WEFARE HOUSING ORGANISATION.

**Sub : Letter of intent – Execution of Civil, Sanitary, Internal Electrical, Fire Fighting, Mechanical Ventilation, Elevator, & External Development works for**

**Ref :** (i) Our Notice Inviting Tender in \_\_\_\_\_  
(ii) Tender Submitted by you on \_\_\_\_\_

Sir,

This has reference to the tender submitted by you for the subject works. We are pleased to inform you that the tender submitted by you has been accepted for an amount of Rs.

The following terms and conditions shall apply: -

**1. PERFORMANCE BANK GUARANTEE**

As per Clause No. 77.1 of the "Volume-I, General Conditions of Contract" of Tender Documents, you have to submit a bank guarantee from a nationalised bank for a sum equal to 5 % of the contract price for due performance of the contract.

**2. MOBILISATION ADVANCE**

As per Clause No. 40 of the 'Special Conditions of Contract' of Tender Documents, you are entitled for Mobilization advance amounting to a maximum of 5 % (Five percent) of the contract value with 12% (nine percent) simple interest. This would be paid against an irrevocable bank guarantee from a scheduled/ nationalised bank. The entire mobilization advance along with interest will be recovered on pro-rata basis from the next running bill onwards and recovered fully before completion of 80% of the value of contract or by the time 80% of original completion period is completed.

**3. PROGRAMME FOR WORKS**

As per Clause No. 13.1 of the "Volume-I, General Conditions of Contracts" of Tender Documents, you have to prepare and submit a CPM/PERT of program for execution of works, which should include the resources planned to be deployed at various stage of the project, within 15 days of the receipt of this letter of intent.

**4. COMMENCEMENT AND COMPLETION OF WORKS**

As per Serial Nos. 13 & 2 of "Appendix 'A' to the form of tender" of Tender Documents, the date of commencement of works shall be reckoned as 15<sup>th</sup> day from issue of this letter of Intent or the date of handing over the site or when all statutory approvals are obtained by CGEWHO, whichever is later. The time period allowed for the completion of the job shall be **36 months**, including monsoon period, from the date of actual commencement at site as above.

**5. RETENTION MONEY**

As per Clause No. 60.5 of "Volume-I, General Conditions of Contracts" of Tender Documents, Retention Money shall be deducted at the rate of 5% of the gross value of all interim bills upto a maximum of 5.0% (Five percent) of the contract value. The release of this Retention Money shall be as covered under the same clause.

**6. PAYMENT AGAINST RUNNING BILLS**

As per the Sl. No. 21 of "Appendix 'A' to the form of tender" of Tender Documents, you shall be entitled to get the payment within ten working days after the amount certified by Project Manager, CGEWHO at Vaishali. The payment shall be released from the Head Office of CGEWHO at New Delhi.

**7. PAYMENT AGAINST SECURED ADVANCE**

You shall be entitled to a secured advance against supply of material at site as per Clause No. 38 of "Special Conditions of Contract" of Volume-I of Tender Documents.

**8. DEFECTS LIABILITY PERIOD**

Defects Liability Period shall be of 60 months, from the date of completion of the works, extendable by another 12 months as per Clause No. 49.1 of "Volume-I, General Conditions of Contracts" of Tender Document and S. No. 17 of the "Appendix to form of tender" of Tender Documents.

**9. LIQUIDATED DAMAGES**

If you fail to comply with the time period allowed for Completion of the contract in accordance with Clause 47.1 of the "Volume-I, General Conditions of Contracts" of Tender Documents, you shall be liable to pay to CGEWHO liquidated damages for such default, and not a penalty, for every day or part of a day which shall elapse between the scheduled time for completion and the date stated in a Taking Over Certificate of the whole of the works or the relevant section. The liquidated damages shall be 0.5% (point five percent) of the contract price per week or part thereof, of delay, subject to a ceiling of 5%, Five Percent) of contract value.

10. You are requested to contact Project Manager, CGEWHO , Vaishali Project, who will arrange to handover the site of works to you.
11. You are requested to attend this office immediately for signing the formal contract agreement.
12. Please note that till the formal contract agreement is signed, this letter along with all the references referred above shall continue to form a binding contract between you and the CGEWHO. All other terms and conditions contained in the tender but not reflected here, shall continue to hold good for this contract.
13. The rates quoted by the Contractor include all taxes including income tax, GST, labour Cess, development tax etc. as applicable as per central govt., state govt., local bodies and any other authority.
14. The payment of GST is the statutory liability of the Contractor/ service provider and they shall deposit GST as per prevailing rate from time to time under the intimation to CGEWHO. labour cess will be deducted as per govt. regulations.
15. We are issuing this letter in duplicate. You are requested to sign one copy as token of acceptance and return the same to this office immediately.

Yours faithfully,

CEO , CGEWHO

Accepted

ANNEXURE-VII

Letter of Transmittal

(On letterhead of company)

No. .... Date.....

To,

CEO  
CGEWHO  
9th Floor, B Wing,  
Janpath Bhawan, Janpath

New Delhi-110 001.

Sub: Construction of HUDCO's Residential Complex at Plot No. 28, Sector- 4, Vaishali, Ghaziabad, (UP).

Submission of BID No ---- dated -----.

Sir,

Reference to above mentioned tender, we are submitting our BID online.

- 1 Having examined the details given in the above mentioned BID --- dated ---- we hereby submit our relevant documents for your scrutiny and perusal please.
- 2 We hereby certify that all the statements made and information supplied in the enclosed Forms `A' to `G' and accompanying statements are true and correct.
- 3 We have furnished all information and details necessary for the BID and have no further pertinent information to supply.
- 4 We have submitted the requisite Banker's Certificate/ Performance Reports and authorize CGEWHO or their representatives to approach individuals, employers, firms and corporations to verify our submittals, competency and general reputation.
- 5 Having visited site and examined the drawings, Conditions of Contract, General Specifications and Schedule 'A' for the construction of the above named works in conformity with the said document and for the sum stated in this tender documents or such sum as may be ascertained in accordance with the said Conditions of Contract.

- 6 We undertake to complete and deliver all the works comprised in the contract within the time stated in the Appendix hereto.
- 7 We have independently considered the amount of liquidated damage in the Appendix hereto and agree that it represents a fair estimate of the loss likely to be suffered by you in the event of the works not being completed in time.
- 8 If our tender is accepted, when required we will obtain the guarantees from a bank (to be approved by you) of the sum stated in the Appendix 'A' hereto, for the due performance of the contract.
- 9 Insurance policies as per the conditions of contract shall be obtained by us
- 10 We agree to abide by this tender for the period of six months or any extended period thereof from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiry of that period.
- 11 Unless and until a formal agreement is prepared and executed, this tender together with your written acceptance thereof shall constitute a binding contract between us.
- 12 We understand that if our tender is accepted, we are to be jointly responsible for the due performance of contract.
- 13 We understand that you are not bound to accept the lowest or any tender you may receive.
- 14 The documents which are required in Original Hard copies are hereby submitted as follows.
- i) Earnest Money in the form of BG No. .... dated..... For Rs.....
- ii) DD bearing No. .... Dated..... for Rs..... towards cost of tender.
- iii) Declaration for No-Condition (As per Annexure III).
- iv) Self-certification-Undertaking in Letter Head if Firm is blacklisted / debarred by any Government /Semi Government /PSU.- Annexure VIII
- v) Declaration (As per Annexure-IX)

Thanking You

Encl.: As above

Dated----- Day of -----  
2025

Signature----- in the capacity of -----

Duly authorized to sign tenders for and on behalf of -----

]

**WITNESS**

Signature -----

Address -----

Name of Signing Authority -----

Tenderer -----

**ANNEXURE-VIII**

(On letterhead of company)

**UNDERTAKING**

WE undertake that we have not been blacklisted /debarred by any Government/Semi-Government /PSU

For .....

(Authorised Person)

5

**DECLARATION****Annexure-IX**

(To be submitted on non-judicial stamp paper of Rs.10/- duly certified by Notary Public)

Affidavit of Sh. \_\_\_\_\_ s/o \_\_\_\_\_ r/o \_\_\_\_\_ . I, the Deponent with above name do hereby solemnly affirm and declare as under:

1. That I am the Proprietor/ Authorized Signatory of M/s \_\_\_\_\_ having its head office/ Regd. Office at \_\_\_\_\_.
2. I/we have no objection if enquiries are made about the work listed by me/ us in the accompanying sheets/ annexure.
3. I/ we agree that the decision of committee in selection will be final and binding to me/ us.
4. I/ we have read the instructions appended to the proforma and I/ we understand that if any false information is detected at a later date the committee is at liberty to act in a manner it feels deemed fit.

5. I \_\_\_\_\_ the Proprietor/ Authorized Signatory of M/s \_\_\_\_\_ do hereby confirm that the contents of the above affidavit along with the information furnished with respect to the tender document are true to my knowledge and nothing has been concealed there from and that no part of it is false.

Verified at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 2025.

DEPONENT

## Forms of Tender

### Important Note:

- i) The agency should meet the minimum Pre-qualifying (PQ) Criteria as mentioned in the advertisement.
- ii) Applicants should give details in the order specified. If required additional details may be annexed with reference to the issues, proper referencing should be done.
- iii) No joint venture or consortium of agencies shall be allowed and the agency should meet the minimum prequalification criteria by him.
- iv) The intending agency should apply on the prescribed format as per the document along with documentary evidence for the following:
  - a) Certificate of Incorporation in India.
  - b) Articles/ Memorandum of Association/ Partnership Deed etc.
  - c) Certificate of Registration from Registrar of Co.
  - d) EPF/ESI/ Registration No. along with copy of challan for the month of-June 2025.
  - e) PAN No.
  - f) Manpower details
  - g) Plant & Machinery holding
  - h) Details of pending litigation etc., if any.
  - i) Name and address of Bankers etc.
  - j) Audited Balance Sheet for the last three years.
  - k) GST no.
  - l) Certificate of Investments
  - m) Latest bankers Certificate for minimum Rs 56 crore Or Net worth Certificate of 14 Crore from CA having UDIN.
  - n) Bio data of sub agency regularly employed

**Structure of Organisation****FORM 'A'**

- a. Name of the Firm :
- b. Year it was incorporation :
- c. Address
- i) Head Office :
- ii) Branch Office/s :
- d. Telephone (s) (Office)
- i) Head Office :
- ii) Branch Office :
- iii) E Mail ID :
- e. Contact person(s)
- i) Head Office :
- ii) Branch Office :
- f. Status of firm
- i) Limited/ Private Limited :
- ii) Partnership :
- iii) Proprietary :
- g. Class, year and details of enlistment with CPWD, MES or any other Central/ State body, if any.
- h. Professional membership like Membership of Builders Association etc., if any.
- i. Area of Specialization (Development, housing, commercial, industrial etc.)
- j. Experience of firm in
- i) Civil Works
- ii) Sanitary (Internal & External)
- iii) Internal electrical works
- iv) External Development
- k. Method of execution of works (Departmental/ sub-contract)

**FORM 'B'**

In the following questions please include projects undertaken by the firm only – (not by the individual partner/ employees/ Group Construction). Articles of Agreement/ Work Orders for recently completed Housing Projects similar in nature to be attached.

Details of Similar Works completed ( within the period of last seven years)

Sl. No	Project Title	Configuration (No of Stories)	Total Plinth Area (Sq M)	Details of Accommodation			Project Value (Cr Rs)	Enhanced project Value upto previous day of last day of submission	Date		Clients address, Tel No. & e-mail address
				Type	Area	No. of Units			Started	Completed	

Note- The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of interest 7% per annum ( without compounding ) calculated from the date of completion to previous day of last date of submission of tender.

**FORM 'C'**

In the following questions please include projects undertaken by the firm only – (not by the individual partner/ employees/ Group Construction). Articles of Agreement/ Work Orders for In-hand Projects similar in nature to be attached

**Details of Similar Works In- hand**

S l.n o	Pr ojec t Titl e	Config uration (No of Stories)	Details of Accommodation			Pr ojec t Val ue (Cr Rs)	Date of start of Constr uction	Stipul ated date of Compl etion	V W D Til l Da te	Rema ining time of Compl etion	Cli ents addr ess, Tel /Mo bile No. & e- mail addr ess
			T yp e	A re a	N o. of Un its						

**ADMINISTRATIVE INFORMATION**

1. Information about your full-time permanent staff in regular appointment for the last three years (Do not include any part-time or contract staff).

No.	Description	Total No.
1.	Graduate/ Post Graduate/ Other Professionals a) Designation	
2.	Civil Engineers (Graduate/ Post Graduate) a) Designation	
3.	Diploma Civil Engineers	
4.	Electrical/ Mechanical Engineers	
5.	Administrative Office Staff	
6.	Others (Please specify) a. b. c.	
Total Manpower		

(Please include the resume of your key staff)

2. Any Arbitration/ Litigation in any of the projects till date. If yes provide complete details thereof.

**FORM - E**

**DETAILS OF PLANTS & MACHINERIES AVAILABLE WITH THE FIRM**

- i) List of tools, plants and other construction machinery available with the firm.
- ii) Details of workshop/ fabrication/ manufacturing facility available.

**FORM – F**

**PERFORMANCE REPORT**

1.	Name of Work/ Project & Location				
2	Name of Client				
3	Agreement Amount				
4	Estimated Cost				
4.	Tendered amount				
5	Completed cost of work				
6	Date of start				
7	Date of Completion				
(i)	Stipulated date of completion				
(ii)	Actual date of completion/ likely date of completion				
8	Amount of compensation levied for delayed completion, if any				
8.	Performance Report				
a)	Quality of Work	Very Good	Good	Fair	Poor
b)	Resourcefulness	Very Good	Good	Fair	Poor
c)	Financial Soundness	Very Good	Good	Fair	Poor
d)	Technical Proficiency	Very Good	Good	Fair	Poor
e)	General Behavior	Very Good	Good	Fair	Poor

- 1) The performance report preferably be submitted in the above pro forma. In case, different pro forma is used, the applicant shall ensure that the report/ certificate shall contain the above information.
- 2) This report should be signed by the authority of Employer not less than the rank of Executive Engineer or equivalent.

**FORM - G**

**FINANCIAL INFORMATION**

1. Financial Analysis: Details to be furnished duly supported by figures in Balance Sheet/ Profit & Loss Account for the last three years duly certified by the Chartered Accountant (certified copies to be attached).

		2022-23	2023-24	2024-25	Average Annual Turnover
		A	B	C	(A+B+C)/3
(i)	Gross Annual turnover				
(ii)	Profit/ Loss				
(iii)	Net Worth (Paid up capital + reserves) (As on 31.03.2025)	-	-	-	-
(iv)	Latest Bank Solvency	-	-	-	-
(v)	Bidding Capacity				

2. Financial arrangements for carrying out the works (Own arrangements & Fund based & Non-Fund based sanctioned limits).
3. The following certificates are to be enclosed:
- Name and address of bankers, auditors etc.
  - Audited balance sheet & Profit & Loss Account along with Audit Report with annexures for the last 3 Years
  - Net Worth Certificate or Banker’s Certificate
4. The value of Annual Turnover shall be brought to current level by enhancing the actual Turnover at simple rate of interest 7% per annum (without compounding).

**Signature of Chartered Accountant  
withseal**

**Seal & Signature of Applicant**

**Grade Marking for Prequalification of Contractors**

(i)	<b>Name &amp; Address of Agency</b>								
(ii)	<b>Project qualified</b>								
(iii)	<b>Grading</b>								
SL. NO.	DESCRIPTION	TOTAL MARKS	MARKS GIVEN	Refer Page No.	SL.NO.	DESCRIPTION	TOTAL MARKS	MARKS GIVEN	Refer Page No.
1.	<b>Year Established</b>				7.	<b>Housing projects in hand</b>			
	10 Yrs& above	5				2 or more nos of similar nos of DUs	10		
	5-10 years	3				1 no of similar nos of DUs	5		
	2-5 years	2			8.	<b>Solvency/ Net Worth</b>			
	0-2 years	0				Solvency 1/3 <sup>rd</sup> of estimated value done/ Net Worth	10		
2.	<b>Status of Company</b>					¼ of value of work done	5		
	Limited/Private Ltd	5				Below	0		
	Partnership	3			9.	<b>Specialization</b>			
	Proprietary	2				4 Nos of projects of 1/3 no of DUs each	5		
3.	<b>Registration with Government Agency Unlimited Class</b>	5				Otherwise	0		
	Otherwise	0			10.	<b>Arbitration/Litigation</b>			
4.	<b>Technical Staff as on Pay Roll</b>					No claim	10		
	Plenty	10				claimed	0		
	Sufficient	5			11.	<b>Certificate of Performance</b>			

	Insufficient	0				Good	10		
5.	<b>T &amp; P</b>					Satisfactory	5		
	Plenty	10				Otherwise	0		
	Sufficient	5				12. <b>Location of Contractor</b>			
	Insufficient	0				Delhi/NCR	5		
6	<b>Building Projects completed</b>					Outstation	0		
	3 or more nos. of similar no. of Building project	15				Total	100		
	2 no of similar nos of Building project	10							
	1 no of similar nos of Building project	5							