

**GOVERNMENT OF INDIA  
DEPARTMENT OF SPACE**



सत्यमेव जयते

**ITEM RATE INDIVISIBLE WORKS  
CONTRACT FOR MINOR AND  
MAINTENANCE WORKS  
(FOR CIVIL AND ALLIED WORKS)**

**TENDER NOTIFICATION AND  
CONDITIONS OF CONTRACT  
2015**

## PREFACE

1. This book contains Notice Inviting Tender (NIT) and conditions of contract for item rate indivisible works contract applicable for minor and maintenance works (for civil and allied works) of Department of Space (DOS).
2. This consists of three parts viz., Part I- Tender stage, Part II- Post Tender stage and Part III - Formats to be filled in by the tenderers/ contractors, while submission of tenders.
3. All blank spaces are to be filled-in appropriately by the authority approving the Notice Inviting Tender before issue of tender documents.
4. The intending tenderer has to quote their rates strictly in Schedule A appended herewith.

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**PART-I**  
**TENDER STAGE**

## **A. NOTICE INVITING TENDER**

**GOVERNMENT OF INDIA  
DEPARTMENT OF SPACE  
CONSTRUCTION AND MAINTENANCE DIVISION  
LIQUID PROPULSION SYSTEMS CENTRE  
VALIAMALA- THIRUVANANTHAPURAM**

Tender Notice No:

dated

1. On Behalf of the President of India, sealed, item-rate tenders are invited for the following work.

SI.No	Description	Details
1.	Title of work	
2.	Estimated cost put to tender	₹
3.	Period of completion in months reckoned from the 15th day of date of issue of work order.	
4.	Period during which the tender document can be downloaded.	
5.	Bid clarifications	
6.	Last date and time for receipt of tenders.	
7.	Due date and time of opening of tenders.	
8.	Earnest money deposit (EMD)	₹

2. **Eligibility Criteria:**

The agency shall fulfill the following conditions.

SI. No	Eligibility Criteria	Documentary proof for the eligibility (To be scanned & uploaded)
a.	Should have satisfactorily completed the works as mentioned below during the last Seven years. i. Three similar works each costing not less than 40% of the estimated cost (i.e. <b>(or)</b> ii. Two similar works each costing not less than 60% of the estimated cost (i.e. <b>(or)</b> iii. One similar work costing not less than 80% of the estimated cost, (i.e.	i. Work orders and completion certificates issued by the authority concerned to establish work experience. ii. Completion certificates for works issued by Private parties shall be supported by TDS (Tax Deducted at Source) certificates.

	<p><b>Note:</b></p> <p>i. Similar work shall mean</p> <p>ii. The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum, calculated from the date of completion to last date of receipt of application for bids.</p>	
b.	<p><b>Applicable only for maintenance works -</b> Should have PF and ESI registration</p>	<p>Copy of PF and ESI registration number</p>

3. Downloading of tender documents alone will not make a tenderer eligible for participating in the bidding. The documents uploaded by the tenderers will be subjected to verification subsequently by Department. If found not meeting the requirement, such offers will be rejected.
4. Tenders should be accompanied with Earnest Money Deposit for value specified in Para 1 above, in the form of Deposit at Call receipt/ Term Deposit Receipt of any Scheduled Bank issued in favour of **Accounts Officer, LPSC, VMC, TVM** (or) in the form of Bank guarantee issued by a scheduled bank. Earnest Money Deposit shall be valid for **180 days** from the due date of receipt of tenders.
5. Tenders will be opened at the Office of the Group Head/ Head, Construction and Maintenance Group/ Division on the stipulated date and time specified in Para 1 above.
6. Original instrument of EMD shall be submitted to the Office of the Group Head/ Head, Construction and Maintenance Group/ Division on or before due date and time of opening of tender. If valid EMD is not received on or before due date and time of opening of tender, the tender offer shall be summarily rejected.
7. On the due date of opening, the Technical & Commercial bid of those tenderers who furnished valid EMD only will be opened. On opening of Technical & commercial bid, further detailed scrutiny / evaluation will be carried out. During the evaluation of techno-commercial bids, the documents furnished by the tenderers will be scrutinized in detail. Any tender, found as not fulfilling the eligibility criteria will be rejected at this stage and such offers will not be considered for further processing. The price bid of only those tenderers who have been qualified during the scrutiny and technical evaluation will be opened separately on a specified date (with due intimation to the qualified bidders) and further processed, as per tender procedure/ stipulations.
8. Earnest money of the successful contractor will be converted into Performance guarantee. On completion of the work, the same will be converted as security deposit. In cases of exemption for payment of Earnest money, separate performance guarantee at 2% of the estimated cost put to tender to be submitted immediately on receipt of letter of acceptance/ work order.

9. Intending tenderers may inspect the site before submitting the tenders, with the prior permission of **Group Head, CMG/ Head CMD/ Engineer-SG / Engineer-SF/ Engineer-SE/ Engineer-SD**
10. The tender accepting authority on behalf of President of India is not bound to accept the lowest or any other tender and reserves the authority to reject any or all the tenders received without assigning any reason. All tenders in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the tenderer shall be summarily rejected.
11. The tender accepting authority on behalf of President of India also reserves the right to alter the scope/ or reduce quantum of work before issue of work order and the tenderer shall not have any claim what so ever on this account.
12. The tender accepting authority on behalf of President of India reserves the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rate quoted.
13. Canvassing directly or indirectly, in connection with tender is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable for rejection.
14. The tender accepting authority reserves the option to give preferences to the offers in accordance with the policies of the Government from time to time.
15. The contractor shall not be permitted to tender for works in the Division of that particular Centre of the Department responsible for award and execution of contracts for which his/her near relative is working. He/she shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any Gazetted Officer in the Department of Space. Any breach of this condition by the contractor would render him liable for rejection of tender or cancellation of contract.
16. The tender should be valid for **minimum period of 120 days** from the due date of receipt of the tender specified in Para 1 above. If any tenderer withdraws the offer within the validity period or makes any modifications in the terms and conditions of the tender which are not acceptable to the Department, the Government shall without prejudice to any other right or remedy, be at liberty to forfeit 50% (Fifty Percent) of the Earnest Money Deposit absolutely. Further, the tenderer shall not be allowed to participate in the re-tendering process of the work.
17. On concluding the tender, an agreement shall be drawn with the successful tenderer.

**Group Head, CMG/ Head CMD, LPSC,VMC**



**SCANNED COPY OF THE FOLLOWING DOCUMENTS SHALL BE SUBMITTED ALONG WITH TECHNO-COMMERCIAL BID, FAILING WHICH THE TENDERERS ARE LIABLE TO BE REJECTED**

1. Work orders issued by the authority concerned to establish work on hand.
2. Completion certificates issued by the authority concerned to establish work experience.
3. Documentary proof for having executed the work of similar nature and comparable magnitude as per the eligibility criteria.
4. Completion certificate for works issued by private parties shall be supported by TDS (Tax Deducted at Source) certificates.
5. Copy of ESI and PF registration number
6. A list of completed A list of completed works indicating value of work, date of completion, extension of time etc., as per Format-1 in General Conditions of Contract.
7. PAN/ TAN details.
8. Earnest Money deposit.
9. Company Profile with details.
10. ADDITIONAL Documents, if any.

**B. DECLARATIONS BY THE  
TENDERER/ CONTRACTOR**

## Item Rate Tender for Works

### Memorandum

- a) Tender Notice No, Date and Title of work
- b) Estimated cost ₹
- c) Earnest Money ₹
- d) Performance guarantee ₹
- e) Security Deposit ₹
- f) Time allowed for completion of the work from the 15<sup>th</sup> day of date of issue of work order                      Months

1. I/ We hereby tender for the execution for the President of India for the work specified in the this Written Memorandum and the notification inviting tender (NIT) within the time/s specified in the Memorandum at the rates specified in the uploaded schedule of quantities (schedule A) and in all respects with the specifications, design, drawings and instructions in writing referred to in Rules here of and in clause 11 of the General conditions of Contract (GCC) and with such materials as provided for by and all other respects in accordance with such conditions so far as applicable.
2. Should this tender be accepted in whole or in part, I/We hereby agree to abide by and fulfil all the terms and provisions of General conditions of contract (GCC) and General Guidelines to be read in conjunction with GCC, annexed here to and all the terms and provisions contained in NIT, which has been read by me/ us and explained to me/ us so far as applicable or in default there of to forfeit and pay to the President of India or the successors in Office the sums of money mentioned in the said conditions.
3. A sum of ₹                      is hereby forwarded by crossed D.D, Fixed deposit, Bank Guarantee by approved Scheduled bank, Call Receipt of a Scheduled Bank guaranteed by the Reserve Bank of India as Earnest Money. If I/ We fail to commence the work specified in the above Memorandum, I/ We agree that the said President or his successors in office shall, without prejudice to any other right or remedy be at liberty to forfeit the said EMD absolutely.
4. In the event of accepting my/ our offer by Department, I/ We agree to revalidate the earnest money deposited as Performance Guarantee within 15 days from the date of issue of letter of intent/ work order. In case, if I/ We fail to revalidate the same within the period specified including the extended period if any, I/ We agree that the said President or his successors in office shall, without prejudice to any other right or remedy be at liberty to forfeit the said EMD absolutely.
5. I/ We agree to execute all the works referred to in the tender documents upon the terms and conditions contained or referred therein and to carry out such deviation as may be ordered subject to the condition of clause 12 herein after referred to as the deviation limit at the rates quoted in the tendered documents and those in excess of that limit at the rates to be determined in accordance with the provision contained in clause 12 of the General conditions of Contract (GCC).

6. I/We hereby declare that I/ We shall treat the tender documents, drawings and other records connected with the work as secret/ confidential documents and shall not communicate the same or use the information in any matter prejudicial to the safety of the country.

7. I/ We declare that I/We possess a copy of the Specifications of Civil Engineering works/ Specification for Electrical works/ Specification for Air conditioning works of Construction and Maintenance Group, Department of Space, Government of India,. I/We have signed the Master copy of the Specifications available in the office of the Group Head, CMG/ Head CMD, in token of noting the contents therein.

I/We also declare that I/We have perused in detail and examined closely the specifications and I/We agree to be bound by and comply with all such specifications for this work.

I/We declare that the work will be carried out as per the specification in tender document and as per the specifications said above. The items of work not covered in the specifications said above will be carried out as per the specifications in the relevant CPWD specifications, and if not covered in CPWD specifications the work will be carried out as in the relevant specifications of Bureau of Indian Standard, and if not covered in any of the above, the work will be carried out as directed in writing by the Engineer-in-charge.

8. I/We declare that I/We are not associated, nor has been associated in the past, directly or indirectly with the consultant or any other entity that has prepared the design, specification and other documents for the project for which tenders are invited.

I/We also declare that I/We are not associated, nor has been associated in the past, directly or indirectly with the consultant or any other entity who has been engaged by the Department to provide consulting services for the preparation of supervision of the works for which tenders are invited.

I/We declare that the rates quoted by me/us are on the basis of the above.

Dated the            day of

Witness

Address

Signature of the tenderer/ Contractor

Occupation

The above tender for a sum of ₹  
behalf of the President of India.

is hereby accepted by me on

Dated the            day of

Signature of tenderer/ Contractor  
with legal address/

Signature of the Officer by whom accepted

Witness before Submission of tender

## **DECLARATION BY THE TENDERER**

1. I hereby declare that I have gone through clearly and understood the General Conditions of Contract for Civil and allied works along with the Schedules appended (Schedules G, H and I) and other relevant formats (Formats 1 to 5) available in the Office of the Group Head/ Head, Construction and Maintenance Group/ Division and uploaded in website at **<http://www.isro.gov.in/tenders>**.
2. My offer submission for the tender,

is after fully considering the above and also the other documents issued along with the tender.

3. I also confirm that the offer now submitted is totally in agreement with the General Conditions of Contract read in conjunction with the documents, drawings and specifications issued for this particular tender, except for commercial & technical deviation, if any, specifically brought out in my Techno-Commercial offer, submitted herewith.

(Signature of the tenderer)

**PART- II**  
**POST- TENDER STAGE**

## **A. DEFINITIONS**

## **1. CONTRACT:**

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

## **2. CONTRACTOR:**

The 'Contractor' means the individual or firm or company, whether incorporated or not, undertaking the work and shall include the legal personal representatives of such individual or the persons composing such firm or the successors of such firm or company and the permitted assignee of such individual or firm or firms or company.

## **3. PRESIDENT:**

The 'President' means the President of India and his successors.

## **4. GOVERNMENT:**

'Government' or 'Government of India' means the President of India.

## **5. DEPARTMENT:**

'Department' means Department of Space, Government of India.

## **6. ENGINEER-IN-CHARGE:**

The 'Engineer-in-charge' means the Group Head, CMG/ Head CMD/ Engineer-SG/ Engineer-SF/ Engineer-SE/ Engineer-SD, as the case may be, or the appropriate competent authority declared by the Government who shall supervise and be in charge of the work and who shall sign the contract on behalf of the President.

## **7. WORK (S):**

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

## **8. SITE:**

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



**9. MARKET RATE:**

'Market Rate' shall be the rate as decided by the Engineer-in-charge on the basis of the cost of materials and labour at the site including applicable taxes, duties and also the transportation charge to where the work is to be executed plus the percentage mentioned in schedule 'F' to cover all overheads and profits.

**10. SCHEDULE (S):**

'Schedule(s)' referred to in these conditions shall mean the relevant schedule (s) annexed to the tender papers.

**11. SCHEDULE OF RATES (SOR):**

'Schedule of Rates' of the Department mentioned in the schedule 'F' here under, with the amendments thereto issued upto the date of receipt of tender.

**12. TENDERED VALUE:**

'Tendered Value' means the value of the entire work as stipulated in the letter of award or work order.

## **B. GENERAL CONDITIONS OF CONTRACT (GCC)**

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## **CLAUSE 1**

### **PERFORMANCE GUARANTEE (*Only 2% of estimated cost put to tender*)**

Earnest money deposited by the successful tenderer will be converted into performance guarantee for his proper performance of the contract agreement, and shall be valid upto the stipulated date of completion. In case the time for completion of work gets enlarged, the contractor shall get the validity of Performance Guarantee extended to cover such enlarged time for completion of work. In cases of exemption for payment of Earnest money, separate performance guarantee at 2% of the estimated cost put to tender to be submitted immediately on receipt of letter of acceptance/ work order.

## **CLAUSE 1A**

### **SECURITY DEPOSIT (*Applicable only for Minor Works and it shall be only 2% of estimated cost put to tender*)**

On completion of the work, the performance guarantee already submitted will be converted into security deposit and shall be valid for the entire defect liability period mentioned in Clause 17A.

All compensations or the other sums of money payable by the contractor under the terms of this contract shall be deducted from this security deposit.

## **CLAUSE 2A**

### **COMPENSATION FOR DELAY**

If the contractor fails to maintain the required progress in terms of clause 5 or to complete the work and clear the site on or before the contract or extended date of completion, he shall, without prejudice to any other right or remedy available under the law to the Government on account of such breach, pay as agreed compensation, the amount calculated as stipulated below for every completed day/ month (as applicable) that the progress remains below that specified in Clause 5 or that the work remains incomplete. This will also apply to items or group of items for which a separate period of completion has been specified.

Compensation for delay of work	for	@ 1.5% per month of delay to be computed on per day basis, on value of the incomplete work.
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Provided always that the total amount of compensation for delay to be paid under this Condition shall not exceed 10% of the total tendered value of work or of the tendered value of the item or group of items of work for which a separate period of completion is originally given. The amount of compensation may be adjusted or set-off against any sum payable to the contractor under this or any other contract with the Government.

## **CLAUSE 2B**

### **MILESTONES**

**DELETED**

## **CLAUSE 3**

### **DETERMINATION OF CONTRACT**

Subject to other provisions contained in this clause, the Engineer-in-charge may, without prejudice to his any other rights or remedy against the contractor in respect of any delay,

inferior workmanship, any claims for damages and/or any other provisions of this contract or otherwise, and whether the date of completion has or has not elapsed, by notice in writing absolutely determine the contract in any of the following cases:

- i) If the contractor having been given by the Engineer-in-Charge a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in an inefficient or otherwise improper or unworkman like manner shall omit to comply with the requirement of such notice for a period of seven days thereafter.
- ii) If the contractor has, without reasonable cause, suspended the progress of the work or has failed to proceed with the work with due diligence so that in the opinion of the Engineer-in-Charge (which shall be final and binding), he will be unable to secure completion of the work by the date for completion and continues to do so after a notice in writing of seven days from the Engineer-in-Charge.
- iii) If the contractor fails to complete the work within the stipulated date or items of work with individual date of completion, if any stipulated, on or before such date(s) of completion and does not complete them within the period specified in a notice given in writing in that behalf by the Engineer-in-Charge.
- iv) If the contractor persistently neglects to carry out his obligations under the contract and/ or commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Engineer-in-Charge.
- v) If the contractor shall offer or give or agree to give to any person in Government service or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract for Government.
- vi) If the contractor shall enter into a contract with Government in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and the terms of payment thereof have been previously disclosed in writing to the Engineer-in-Charge.
- vii) If the contractor had secured the contract with Government as a result of wrong tendering or other non-bonafide methods of competitive tendering or commits breach of Contract or Integrity Agreement.
- viii) If the contractor being an individual, or if a firm, any partner thereof shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time, being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purport so to do, or if any application be made under any Insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors.
- ix) If the contractor being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or

the creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.

- x) If the contractor shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days.
- xi) If the contractor assigns, transfers, sublets (engagement of labour on a piece-work basis or of labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or otherwise parts with or attempts to assign, transfer, sublet or otherwise parts with the entire works or any portion thereof without prior written approval of the Engineer-in-charge.

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

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

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

### **CLAUSE 3A CLOSING OF CONTRACT BY EITHER PARTY**

In case the work cannot be started due to reasons not within the control of the contractor within 1/8th of the stipulated time for completion of work or one month whichever is higher, either party may close the contract. In case contractor wants to close the contract, he shall give notice to the department stating the failure on the part of department. In such eventuality, the Performance Guarantee of the contractor shall be refunded without any interest. The contractor will not be eligible for any compensation for any damages what so ever caused due to closing of contract.

### **CLAUSE 4 CONTRACTORS REMAIN LIABLE TO PAY COMPENSATION, EVEN IF ACTION NOT TAKEN UNDER CLAUSE 3**

In any case in which any of the power conferred upon the Engineer-in-charge by clause-3 thereof shall have become exercisable and the same shall not be exercised, the non-exercise hereof shall not construe a waiver of any of the conditions hereof and such



powers shall not be withstanding exercisable in the event of any future case of default by the contractor and the liability of the Contractor for compensation shall remain unaffected (for which by any clause or clause hereof, he is declared liable to pay compensation amounting to the extent of his security deposit and the liability of the Contractor for past and future compensations shall remain unaffected). In the event of the Engineer-in-charge putting in force all or any of the powers vested in him under the preceding clauses he may, if he so desires after giving a notice in writing to the Contractor, take possession of (or at the sole discretion of Engineer-in-charge which shall be final) use as on hire (the amount of the hire money being also in the final determination of the Engineer-in-charge) all or any tools, plant, materials and stores in or upon the works or the site then of belongings to the Contractor or procured by the Contractor and intended to be used for the execution of the work or any part thereof paying or allowing for the same in account at the contract rates, or in case of these not being applicable at current market rates to be certified by the Engineer-in-charge whose certificate thereof shall be final, otherwise the Engineer-in-charge may by notice in writing to the Contractor or his clerk of the works, foreman or authorised agents requesting him/them to remove such tools, plant, materials or stores from the premises (within a time to be specified in such notice) and in the event of the Contractor failing to comply with any such requisition, the Engineer-in-charge may remove them at the Contractor's expenses or sell by auction or private sale on account of the Contractor and at his risk in all respects and the certificate of the Engineer-in-charge as to the expenses of any such removal and the amount of the proceeds and expenses of any such sale shall be final and conclusive against the Contractor.

## **CLAUSE 5**

### **TIME AND EXTENSION FOR DELAY**

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

- 5.1 As soon as possible after the Contract is concluded, the Contractor shall submit a Time and Progress Chart for each mile stone and get it approved by the Department. The Chart shall be prepared in direct relation to the time stated in the Contract documents for completion of items of the works. It shall indicate the forecast of the dates of commencement and completion of various trades of sections of the work and may be amended as necessary by agreement between the Engineer-in-Charge and the Contractor within the limitations of time imposed in the Contract documents, and further to ensure good progress during the execution of the work,
- 5.2 If the work(s) be delayed by :
  - i) force majeure, or
  - ii) abnormally bad weather, or
  - iii) serious loss or damage by fire, or

- iv) civil commotion, local commotion of workmen, strike or lockout, affecting any of the trades employed on the work, or
- v) delay on the part of other contractors or tradesmen engaged by Engineer-in-Charge in executing work not forming part of the Contract, or
- vi) non-availability of stores, which are the responsibility of Government to supply or
- vii) non-availability or break down of tools and Plant to be supplied or supplied by Government or
- viii) Any other cause which, in the absolute discretion of the Engineer-in-Charge is beyond the Contractor's control.

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

- 5.3 Request for extension of time, to be eligible for consideration, shall be made by the Contractor in writing within fourteen days of the happening of the event causing delay on the prescribed form Engineer-in-charge. The Contractor may also, if practicable, indicate in such a request the period for which extension is desired.
- 5.4 In any such case, Engineer-in-charge may give a fair and reasonable extension of time for completion of work. Such extension shall be communicated to the Contractor by Engineer-in-charge in writing. Non application by the contractor for extension of time shall not be a bar for giving a fair and reasonable extension by Engineer-in-charge and this shall be binding on the contractor.

## **CLAUSE 6 MEASUREMENT OF WORKDONE**

Engineer-in-charge shall, except as other wise provided, ascertain and determine by measurement, the value in accordance with the contract of work done. All measurement of all items having financial value shall be entered in Measurement Book and / or level field book so that a complete record is obtained of all works performed under the contract.

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

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

measurement, then such measurements recorded in his absence by the Engineer-in-charge or his representative shall be deemed to be accepted by the contractor.

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

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

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

Engineer-in-charge or his authorized representative may cause either themselves or through another officer of the Department to check the measurements recorded jointly or otherwise as aforesaid and all provisions stipulated herein above shall be applicable to such checking of measurements or levels.

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

#### **CLAUSE 6A COMPUTERIZED MEASUREMENT BOOK**

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

All measurements of all items having financial value shall be entered by the contractor and compiled in the shape of the Computerized Measurement Book having pages of A04 size as per the format of the Department so that a complete record is obtained of all the items of works performed under the contract.

All such measurements and levels recorded by the contractor or his authorised representative from time to time, during the progress of the work shall be got checked by the contractor from the Engineer-in-charge or his authorized representative as per interval or programme fixed in consultation with Engineer-in-charge or his authorized representative. After the necessary corrections made by the Engineer-in-charge, the

measurement sheets shall be returned to the contractor for incorporating the corrections and for resubmission to the Engineer-in-charge for the dated signature by the Engineer-in-charge and the contractor or their representatives in token of their acceptance.

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

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

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

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

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

The contractor shall give not less than seven days notice to the Engineer-in-charge or his authorized representative in charge of the work before covering up or otherwise placing beyond the reach of checking and /or test checking the measurement of any work in order that the same may be checked and /or test checked and correct dimensions thereof be taken before the same is covered up or placed beyond the reach of checking and /or test checking measurement and shall not cover up and place beyond reach of measurement any work without consent in writing of the Engineer-in-charge or his authorized representative in-charge of the work who shall within the aforesaid period of seven days inspect the work, and if any work shall be covered or placed beyond the reach of checking and/or test checking measurements without such notice having been given or the

Engineer-in-charge's consent being obtained in writing the same shall be uncovered at the Contractor's expense, or default thereof no payment or allowance shall be made for such work or the materials with which the same was executed.

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

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

## **CLAUSE 7 PAYMENT**

Payments will be made through monthly running account bills based on the works executed on the basis of recorded measurements. The running account bills shall be submitted by the contractor for the works executed on the basis of recorded measurements on the format of the Department in triplicate on or before the date of every month fixed by Engineer-In-Charge.

Engineer-In-Charge shall arrange to have the bills verified by taking or causing to be taken wherever required the requisite measurement of the work. Payments on account of the amounts admissible shall be made by the Engineer-In-Charge certifying the sum to which contractor is considered entitled by way of running account bill at such rates decided by the Engineer-In-Charge.

The amount admissible shall be paid by tenth working day after the day of presentation of the bill by the contractor, together with all details. In the event of failure of the contractor to submit the bill, Engineer-In-Charge shall prepare or cause to be prepared such bill in which event no claim or what so ever on delay in payments shall be entertained.

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

Pending consideration of extension of date of completion, interim payments shall continue to be made as herein provided without prejudice to the right of the department to take action under the terms of this contract for delay in the completion of work, if the extension of date of completion is not granted by the competent authority.

Engineer-in-Charge in his sole discretion to the effect that the work has been completed up to the level in question make interim advance payments without detailed measurements for work done (other than foundations, items to be covered under finishing items) up to lintel level (including sunshade etc.) and slab level, for each floor working out at 75% of the assessed value. The advance payments so allowed shall be adjusted in the subsequent interim bill by taking detailed measurements thereof.

**CLAUSE 8  
COMPLETION CERTIFICATE**

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

**CLAUSE 8A  
CONTRACTOR TO KEEP SITE CLEAN**

When the annual repair and maintenance work is carried out, the splashes and droppings from whitewashing, color washing, painting etc., on walls, floors, doors, windows etc., shall be removed and the surface cleared simultaneously with the completion of these items of work in the individual rooms, quarters or premises etc., where the work is done without waiting for the actual completion of all the other items or work in the contract. In case the Contractor fails to comply with requirement of this clause, the Engineer-in-charge shall have the right to get this work done at the cost of the Contractor either Departmentally or through another agency. Before taking such action, the Engineer-in-charge shall give ten days notice in writing to the Contractor.

**CLAUSE 8B  
COMPLETION PLAN  
DELETED**

**CLAUSE 9**  
**PAYMENT OF FINAL BILL**

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

**CLAUSE 9A**  
**PAYMENT OF CONTRACTOR'S BILL TO BANKS**

Payments due to the Contractor may, if so desired by him, be made to his bank instead of direct to him provided that Contractor furnishes to the Engineer-in-charge;

- 1) an authorization in the form of legally valid documents such as a power of attorney conferring authority on the bank to receive payment and
- 2) his own acceptance of the correctness of the account made out as being due to him by Government or his signature on the bill or other claims preferred against Government before settlement by the Engineer-in-charge of the account or claim by payment to the Bank. While the receipt given by such bank shall constitute a full and sufficient discharge for the payment, the Contractor should whenever possible present his bills duly receipted and discharged through his bankers.

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

**CLAUSE 10**  
**MATERIALS SUPPLIED BY THE DEPARTMENT**  
**DELETED**

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

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

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

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

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

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

**CLAUSE 10B (i)**  
**SECURED ADVANCE**  
**DELETED**

**CLAUSE 10B (ii)**  
**MOBILIZATION ADVANCE, INTEREST & RECOVERY**  
**DELETED**

**CLAUSE 10C (i)**  
**REIMBURSEMENT OF ESCALATION CAUSED AS A DIRECT RESULT OF COMING INTO FORCE ANY FRESH LAW OR STATUTORY RULE OR ORDER**  
**DELETED**

**CLAUSE 10C (ii)**  
**PAYMENT DUE TO INCREASE/ DECREASE IN PRICES/ WAGES AFTER RECEIPT OF TENDER FOR WORKS**  
**DELETED**

**CLAUSE 10D**  
**DISMANTLED MATERIALS ARE GOVERNMENT PROPERTY**

The Contractor shall treat all materials obtained during dismantling of a structure, excavation of the site for a work etc., as Government's property and such materials shall



be disposed off to the best advantage of Government according to instructions in writing issued by the Engineer-in-charge.

**CLAUSE 10E - DELETED**

**CLAUSE 11**

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

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

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

**CLAUSE 11A**

**ACTION WHERE NO SPECIFICATION**

In the case of any class of work for which there is no CED/CMG/CMD specifications such work shall be carried out generally in accordance with CPWD specification and if there is no details of CPWD specification book then it shall be executed as per Bureau of Indian Standard specification. In case there is no such specification in Bureau of Indian Standards the work shall be carried out in all respects in accordance with the instruction and requirement of the Engineer-in-charge.

**CLAUSE 12**

**DEVIATIONS/ VARIATIONS EXTENT AND PRICING**

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

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

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

12.2: Extra items and pricing

*For Maintenance and minor works including works of upgradation, aesthetic, special repair, addition/ alteration:*

In the case of Extra item(s) being the schedule items (SOR as mentioned in schedule 'F'), these shall be paid as per the schedule rate plus/ minus percentage above/ below quoted contract amount. Payment of Extra items in case of non- schedule items (Non-SOR items) shall be made as per the prevailing market rate.

12.3: Substituted item, pricing

*For Maintenance and minor works including works of upgradation, aesthetic, special repair, addition/ alteration:*

In the case of Substituted item(s) being the schedule items (SOR as mentioned in Schedule 'F'), these shall be paid as per the schedule rate plus, plus/minus percentage above/ below quoted contract amount. Payment of Substituted items in case of non-schedule items (Non – SOR as mentioned in Schedule 'F') shall be made as per the prevailing market rate.

12.4: Deviated quantities, pricing

*For Maintenance and minor works including works of up gradation, aesthetic, special repair, addition/ alteration:*

In the case of contract items, which exceed the deviation limits as specified in Schedule 'F', the contractor shall be paid with rates specified in the schedule of quantities.

12.5:

*For Maintenance and minor works including works of up gradation, aesthetic, special repair, addition/ alteration:*

In case of decrease in the rates prevailing in the market of items for the work in excess of the limits laid down in Schedule F, the Engineer-in-Charge shall after giving notice to the contractor within one month of occurrence of the excess and after taking into consideration any reply received from him within fifteen days of the receipt of the notice, revise the rates for the work in question within one month of the expiry of the said period of fifteen days having regard to the market rates

For the purpose of operation of deviation limit, the following works shall be treated as works relating to foundation unless & otherwise defined in the contract:

- i) For Buildings: All works upto 1.2 metres above ground level or upto floor 1 level whichever is lower.

- ii) For abutments, piers and well steining: All works up to 1.2 m above the bed level.
- iii) For retaining walls, wing walls, compound walls, chimneys, over head reservoirs/tanks and other elevated structures: All works upto 1.2 metres above the ground level.
- iv) For reservoirs/ tanks (other than overhead reservoirs/ tanks): All works upto 1.2 metres above the ground level.
- v) For basement: All works upto 1.2 m above ground level or up to floor 1 level whichever is lower.
- vi) For Roads, all items of excavation and filling including treatment of sub base.

**12.6:**

Any operation incidental for proper execution of the item included in the Schedule of quantities or in the Schedule of rates mentioned above, whether or not, specifically indicated in the description of the item and the relevant specifications, shall be deemed to be included in the rates quoted by the tenderer or the rate given in the said schedule of rates as the case may be. Nothing extra shall be admissible for such operations.

**CLAUSE 13  
FORE CLOSURE OF CONTRACT DUE TO ABANDONMENT OR REDUCTION IN  
SCOPE OF WORK**

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

**CLAUSE 14  
RISK AND COST  
DELETED**

**CLAUSE 15  
SUSPENSION OF WORK**

The Contractor shall suspend the execution of work or any part or parts thereof, wherever called upon in writing by the Engineer-in-charge to do so and shall not resume work thereon until so directed in writing by him. The Contractor will be allowed an extension of time for completion not less than the period of suspension but no other claims in this respect for compensation or otherwise, however will be admissible.

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

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

Department for Quality Assurance and of the Chief Technical Examiner's office and the contractor shall, at all times, during the usual working hours and at all other times at which reasonable notice of the visit of such officers has been given to the contractor, either himself be present to receive orders and instructions or have a responsible agent duly accredited in writing, present for that purpose. Orders given to the contractor's agent shall be considered to have the same force as if they had been given to the contractor himself.

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

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

**CLAUSE 16A**  
**NOTICE TO BE GIVEN BEFORE COVERING UP**

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

## **CLAUSE 17A**

### **CONTRACTOR LIABLE FOR DAMAGES, DEFECTS DURING MAINTENANCE PERIOD**

If the Contractor or his working people shall break, deface, injure or destroy any part of a building in which they may be working or any buildings, road, kerbs, fence, enclosure, water pipes, cables, drains, electric and telephone posts or wire, trees, grass or grass land or cultivated ground contiguous to the premises on which the work or any part of it is being executed, or if any damage shall happen to the work while in progress from any cause whatever or if any defects shrinkage or other faults appear in the work within twelve months (6 months in the case of any work other than road work costing Rs,10,00,000/- and below) after a certificate of final or otherwise of its completion shall have been given by the Engineer-in-charge (EIC) as aforesaid arising out of defective or improper materials or workmanship, the Contractor shall after receipt of notice in writing in that behalf make the same good at his own expense, or in default the EIC may cause the same to be made good by other workmen and deduct the expense (of which the certificate of the EIC shall be final) from any sums that may then, or at any time thereafter become due to the Contractor, or from his Security Deposit (SD) or the proceeds of sale thereof, or of a sufficient portion thereof the SD of the Contractor shall not be refunded before the expiry of twelve calendar months after the issue of the certificate of final or otherwise of completion of work, or till the final bill has been prepared and passed whichever is later.

EIC shall give notice to the contractor of any defects before the end of the Defect Liability Period, which begins on the date of completion. Defect Liability Period shall stand automatically extended for as long as defects remain to be rectified. Every time notice of defect is given, contractor shall correct the notified defects within the period specified by EIC.

However, for contract exclusively for earth work or jungle clearance where defect liability period is not relevant, SD if any paid may be refunded along with final bill.

Further in case where the contract provides for completion in phases, the Engineer-in-charge at his discretion may allow part refund of SD after expiry of 12 months (6 months in case of any works other than road work costing Rs.10,00,000 and below) from the date of completion for each phase but not before the payment of final bill for the entire contract.

In case of maintenance and operation works, SD deducted from contractors shall be refunded within one month from the date of final payment or within one month from the date of completion of maintenance contract whichever is earlier.

## **CLAUSE 17B**

### **SPECIAL CONDITION ON TAKING INSURANCE POLICY FOR THE WHOLE WORK ORDER VALUE BY THE CONTRACTORS'**

**DELETED**

## **CLAUSE 18**

### **CONTRACTOR TO SUPPLY TOOLS AND PLANTS ETC.,**

The Contractor shall supply and provide at his own cost all materials (except such special materials, if any as may in accordance with the contract be supplied from the Engineer-in-charge's stores) plant, tools, appliances, implements, ladders, cartage, tackle, scaffolding and temporary works requisite for the proper execution of the work, whether original, altered or substituted and whether included in the specification or other documents forming part of the contract or referred to in these conditions or not or which may be necessary for

the purpose of satisfying or complying with the requirements of the Engineer-in-charge as to any matters as to which under these conditions he is entitled to be satisfied or which he is entitled to require together with carriage thereof to and from the work.

The Contractor shall also supply without charge the requisite number of persons with the means and materials necessary for the purpose of setting out works and counting, weighing and assisting in the measurement or examination at any time and from time to time of the work or materials failing his so doing the same may be provided by the Engineer-in-charge at the expenses of the Contractor and the expense may be deducted from any money due to the Contractor under the contract or the proceeds of sale thereof or of a sufficient portion thereof.

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

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

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

In every case in which by virtue of the provisions of the contract Labour (Regulation and Abolition Act 1970) and of the Contract Labour Regulation and Abolition Central Rules, 1971, Government is obliged to pay any amounts of wages to workman employed by the Contractor in execution of the works, or to incur any expenditure in providing welfare and health amenities required to be provided under the above said act and the rules under clause 19 or under the rules framed by Government from time to time for the protection of health and sanitary arrangements for workers employed by Government Contractor, Government will recover from the Contractor the amount of wages so paid or the amount of expenditure so incurred and without prejudice to the right of the Government under section 20 sub-section (2) and section 21 sub-section (4) of the Contract Labour (R&A) act 1970 Government shall be at liberty to recover such amount or any part thereof by deducting it from any sum due by the Government to the contractor whether under this agreement or otherwise Government shall not be bound to contest any claim made against it under section 20 sub-section (1) and section 21 sub section (4) of the said Act except on the written request of the Contractor and upon his giving to the Government full security for all costs for which Government might become liable in contesting such claim.

**CLAUSE 19**  
**LABOUR LAWS/ SAFETY PROVISIONS TO BE COMPLIED BY THE CONTRACTOR**

Contractor shall follow all laws, regulations and acts of Central/ State Government and other statutory bodies relating to engaging labourers in work, wages and all related

provisions and indemnify Government against payment to be made under and for the observance of the said labour laws.

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

Further, contractor at his own expense shall arrange and comply with the safety provisions as per ISRO safety manual (Schedule-'H') and health & sanitary arrangements for the workers as per the extent rules.

**CLAUSE 20  
MINIMUM WAGES ACT**

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

**CLAUSE 21  
WORK NOT TO BE SUBLET - ACTION IN CASE OF INSOLVANCY**

The contract shall not be assigned or sublet without the written approval of the Engineer-in-charge and if the Contractor shall assign or sublet this contract or attempt to do so or become insolvent or commence any insolvency proceedings or make any composition with his creditors or attempt to do so or if any bribe gratuity, gift, loan, perquisite reward or advantage, pecuniary or otherwise shall either directly or indirectly be given, promised or offered by the Contractor or any of his employees or agents to any public officer or person in the employ of the Government in any way relating to his Officer or Employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Engineer-in-charge may thereupon on behalf of the President of India shall have power to adopt any of the course specified in Clause 3 as he may best deem suited in the interest of Government, in the event of any of those courses being adopted the consequences specified in the said clause 3 shall ensure.

**CLAUSE 22  
COMPENSATION PAYABLE ARE WITHOUT REFERNECE TO ACTUAL LOSS OR DAMAGES**

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

**CLAUSE 23  
CHANGE IN FIRM'S CONSTITUTION TO BE INTIMATED.**

Where the Contractor is a partnership firm, the previous approval in writing of the Engineer-in-charge shall be obtained before any change is made in the constitution of the firm. Where the Contractor is an individual or a Hindu undivided family business concern such approval as aforesaid shall like wise be obtained before the Contractor enters into any partnership agreement where under the partnership firm would have the right to carryout

the work hereby undertaken by the Contractor. If previous approval as aforesaid is not obtained, the contractor shall be deemed to have been assigned in contravention of clause 21 hereof and the same action may be taken and the same consequences shall ensue as provided in the said clause 21.

#### **CLAUSE 24 - DELETED**

#### **CLAUSE 25**

#### **SETTLEMENT OF DISPUTES AND ARBITRATION**

- a) If any dispute or differences of any kind whatsoever were to arise between the Engineer-in-charge, CMD and the Contractor regarding the following matters namely.
- i) The meaning of the specifications, designs, drawings and instructions herein before mentioned.
  - ii) The quality of workmanship or materials used on the work and
  - iii) Any other question, claim, right, matters, thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions or orders, or those conditions or failure to execute the same whether arising during the progress of the work after the completion, termination or abandonment thereof, the dispute shall, in the first place be referred to the Group Head, CMG/ Head CMD who has Jurisdiction over the work specified in the contract with the details of claims, justification for the same with supporting documents such as analysis of rates, cash vouchers and other relevant particulars. The Group Head, CMG/ Head CMD shall within a period of sixty days from the date of being requested by the Contractor to do so or from the date of furnishing of required particulars whichever is later shall give written notice of his decision to the contractor.

If the Group Head, CMG/ Head CMD fails to give notice of his decision within a period of 60 days from the date of receipt of (i) the Contractor's request in writing for settlement of dispute or difference as aforesaid or (ii) relevant particulars from the Contractor in support of his claims whichever is later. (OR)

If the decision of the Group Head, CMG/ Head CMD is not acceptable to the Contractor, he may approach the Director of the Centre/ Unit within a period of 15 days from the date of expiry of 60 days specified above. The Director of the Centre/ Unit shall within a period of further 90 days from the date of receipt of request from the contractor or from the date of receipt of relevant particulars from the contractor in support of claims whichever is later give notice of his decision (s) to the Contractor.

- b) Subject to other forms of settlement hereinafter provided the Director of the Centre/ Unit decision in respect of every dispute or difference so referred shall be final and binding upon the Contractor. The said decision shall forthwith be given effect to and Contractor shall proceed with the execution of the work with all due diligence.
- c) Remedy
- 1. When Director of the Centre/ Unit decision is not acceptable to Contractor OR
  - 2. Director of the Centre/ Unit fails to give decision within 90 days.



In case the decision of the Director of the Centre/ Unit is not acceptable to the Contractor or Director of the Centre/ Unit fails to give decision within 90 days specified above, the Contractor may approach the Law court specified in Schedule 'F' for settlement of dispute after giving due written notice in this regard to the Director of the Centre/ Unit.

- d) Whether the claim is referred to the Group Head, CMG/ Director of the Centre/ Unit or to the Law Courts, as the case may be, the Contractor shall proceed to execute and complete the works with all due diligence pending settlement of the said dispute or differences.

Obligations of the Engineer-in-charge and Contractor shall remain unsettled during considerations of dispute.

- e) The reference of any dispute or dispute (s) or difference(s) to Group Head, CMG/ Head CMD or the Director of the Centre/ Unit or the Law Court may proceed notwithstanding that the work shall then be or be alleged to be complete provided always that the obligations of the Engineer-in-charge and the Contractor shall not be altered by reason of the said dispute or difference being referred to Group Head, CMG/Head CMD/ Director of the Centre/ Unit or the Law Court during the progress of the works.

#### **CLAUSE 25A**

#### **SETTLEMENT OF DISPUTES BETWEEN CMG AND CENTRAL GOVERNMENT ENTERPRISES**

In the event of the contract being entered into between CMG/ Department of Space and a Central Government Public Enterprises, supersession of above clause 25 of condition of Contract the following clause shall apply 'In the event of any dispute or difference relating to the interpretation and application of the provisions of the contracts, such dispute or difference shall be referred by either party to the arbitration of one of arbitrators in the Department of Public Enterprises to be nominated by the Secretary to the Government of India, in charge of the Bureau of Public Enterprises. The arbitration Act, 1940 shall not be applicable to the arbitration under this clause. The award of the arbitration shall be binding upon the parties to the dispute provided, however any party aggrieved by such award may make further reference for setting aside or revision of the award to the Law Secretary, Additional Secretary, when so authorized by the Law secretary, Department of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Secretary, whose decision shall bind the parties finally and conclusively. The parties to the dispute will share equally the cost of Arbitration as intimated by the Arbitrator.

Provisions of clause 25 shall not be applicable to contracts where this clause 25A is applicable and the contracts for which clause 25A is not applicable clause 25 will be applicable.

#### **CLAUSE 26**

#### **PATENT RIGHTS**

**DELETED**

#### **CLAUSE 27 – DELETED**

#### **CLAUSE 28 – RENUMBERED AS CLAUSE 11A**

## **CLAUSE 29**

### **WITHHOLDING AND LIEN IN RESPECT OF SUMS DUE FROM CONTRACTOR**

- (i) Whenever any claim or claims for payment of a sum of money arises out of or under the contract or against the contractor, the Engineer-in-Charge or the Government/Department shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from the security, if any deposited by the contractor and for the purpose aforesaid, the Engineer-in-Charge or the Government/Department shall be entitled to withhold the security deposit, if any, furnished as the case may be and also have a lien over the same pending finalization or adjudication of any such claim. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the contractor, the Engineer-in-Charge or the Government/Department shall be entitled to withhold and have a lien to retain to the extent of such claimed amount or amounts referred to above, from any sum or sums found payable or which may at any time thereafter become payable to the contractor under the same contract or any other contract with the Engineer-in-Charge of the Government/ Department or any contracting person through the Engineer-in-Charge pending finalization of adjudication of any such claim.

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

- (ii) Government/Department shall have the right to cause an audit and Technical Examination of the work and the final bills of the Contractor including all supporting vouchers abstract etc., to be made after payment of the final bill and if as a result of such audit and Technical Examination any sum is found to have been over paid in respect of any work done by the Contractor under the contract or any work claimed by him to have been done by him under contract and found not to have been executed, the Contractor shall be liable to refund the amount of over payment and it shall be lawful for Government/Department to recover the same from him in the manner prescribed in sub clause (1) of this clause or in any other manner equally permissible and if it is found that the Contractor was paid less than what was due to him under the Contract in respect of any work executed by him under it, the amount of such under payment shall be duly paid by Government/Department to the contractor, without any interest thereon whatsoever.

Provided that the Government/Department shall not be entitled to recover any sum overpaid, nor the contractor shall be entitled to payment of any sum paid short where such payment has been agreed upon between the Engineer-in-Charge on the one hand and the

contractor on the other under any term of the contract permitting payment for work after assessment by the Engineer in Charge.

**CLAUSE 29A**

**LIEN IN RESPECT OF CLAIMS IN OTHER CONTRACTS**

Any sum of money due and payable to the Contractor (including Security Deposit returnable to him) under the contract may be withheld or retained by way of lien by the Engineer-in-charge or the Government/ Department or any other contracting person or persons through Engineer-in-charge against any claim of the Engineer-in-charge or the Government/ Department or such other person or persons in respect of payment of a sum of money arising out of or under any other contract made by the Contractor with the Engineer in charge or Government/Department or with such other person or persons.

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

**CLAUSE 30**

**TERMINATION OF CONTRACT ON DEATH OF THE CONTRACTOR**

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

**CLAUSE 31**

**WATER SUPPLY**

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

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

**Department Supply, if available:**

Water, if available and sparable, may be supplied to the contractor by Department only at the single point subject to the following conditions:-

- i) The water charges @ 1 % shall be recovered on gross amount of the work done.
- ii) The contractor(s) shall make his/their own arrangement of water connection and laying of pipelines from existing main of source of supply.
- iii) The Department do not guarantee to maintain uninterrupted supply of water and it will be incumbent on the contractor(s) to make alternative arrangements for water at his/ their own cost in the event of any temporary break down in the Government/Department

water main so that the progress of his/their work is not held up for want of water. No claim of damage or refund of water charges will be entertained on account of such break down.

**Alternative water arrangements:**

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

**CLAUSE 32  
ELECTRICITY**

Electricity, if available in the premises and sparable, may be provided to the contractor by Department only at the single point subject to the following conditions:-

- i) The Contractor has to make his own arrangement to tap Electricity from a 3 phase/ single phase supply from location decided by Engineer-in-charge. Electricity supply will be made available only on metered basis. Electric charges will be recovered at actuals.
- ii) In all cases where/when the energy meter is not installed, defective energy meter is not replaced or not rectified immediately, the consumption charges towards electricity will be recovered on the basis of the total wattage of the load multiplied by the number of hours utilized. In all such cases the Contractor shall maintain a log book indicating wattage of the load and hours of consumption and get the same attested by Engineer-in-charge at appropriate time without fail. The decision of Engineer-in-charge in the matter shall be final.

**Note:** Please refer Guide lines for temporary power supply at site and general safety procedures, attached.

**CLAUSE 33  
RETURN OF GOVERNMENT SURPLUS MATERIALS TO GOVERNMENT  
DELETED**

**CLAUSE 34 - DELETED**

**CLAUSE 35 - DELETED**

## **CLAUSE 36**

### **EMPLOYMENT OF GRADUATE/ DIPLOMA ENGINEERS**

Contractors Superintendence, Supervision, Technical Staff & Employees

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

The contractor shall immediately after receiving letter of acceptance of the tender and before commencement of the work, intimate in writing to the Engineer-in-Charge, the name(s), qualifications, experience, age, address(s) and other particulars along with certificates, of the principal technical representative to be in charge of the work and other technical representative(s) who will be supervising the work.

If the Engineer-in-Charge, whose decision in this respect is final and binding on the contractor, is convinced that no such technical representative(s) is/are effectively appointed or is/are effectively attending or fulfilling the provision of this clause, a recovery (non-refundable) shall be effected from the contractor as specified in Schedule 'F' and

(ii) The contractor shall provide and employ on the site only such technical assistants as are skilled and experienced in their respective fields and such foremen and supervisory staff as are competent to give proper supervision to the work.

The contractor shall provide and employ skilled, semiskilled and unskilled labour as is necessary for proper and timely execution of the work.

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

## **CLAUSE 37 - DELETED**

## **CLAUSE 38 - DELETED**

## **CLAUSE 38A - DELETED**

## **CLAUSE 39**

### **RELATIVE WORKING WITH DEPARTMENT**

It is presumed that the Contractor is not related to any of the officers of the Department of Space. If he has any such relatives full particulars of the same should be furnished.

## **CLAUSE 40**

### **RESTRICTION FOR EMPLOYING RETIRED GOVERNMENT SERVANT**

No Engineer of Gazetted rank or other Gazetted officer employed in Engineering or Administrative duties in the Engineering Department of the Government of India shall work as a Contractor or employ of contractor for a period of one year after his retirement from Government service without the previous permission of Government of India in writing. This contract is liable to be cancelled if either the Contractor or any of his employees is found at any time to be such a person who had not obtained the permission of Government of India as aforesaid before submission of the tender or engagement in the Contractor's service as the case may be.

**CLAUSE 41**  
**RETURN OF MATERIALS & RECOVERY FOR EXCESS MATERIAL ISSUED**  
**DELETED**

**CLAUSE 42 – DELETED**

**CLAUSE 43**  
**APPRENTICE ACT TO BE COMPLIED WITH**  
**DELETED**

**CLAUSE 44 - DELETED**

**CLAUSE 45**  
**RELEASE OF SECURITY DEPOSIT AFTER LABOUR CLEARANCE**  
**DELETED**

## **C. GENERAL GUIDELINES**

(TO BE READ IN CONJUNCTION WITH THE GENERAL  
CONDITIONS OF CONTRACT (GCC))

## **1. STORES & MATERIALS, INSPECTION AND AVOIDING INCONVENIENCE TO DEPARTMENTS ACTIVITIES**

Stores and material required for the work are to be stored by the Contractors only in places to be indicated by Engineer-in-charge. The Engineer-in-charge shall have the right at any time to inspect and examine any store and materials intended to be used in or on the works on the site or at any factory or workshop or other places where such stores or materials are being constructed or manufactured or processed or any place from where they are being obtained and the Contractor shall give such facilities as required to be given for such inspection and examination.

The Engineer-in-charge shall be entitled to have tests made at any approved Laboratory for any stores and/or materials supplied by the Contractor who shall provide at his own expense all facilities (viz.,) arrangements required for taking samples, conveyance, packing, etc., which the Engineer-in-charge may require for the purpose. Testing charges shall be borne by the Department.

Any stores and materials brought to the site for use on the work shall not be removed off the site without prior written approval of the Engineer-in-charge, but on final completion of the work Contractor shall at his own expense remove from the site all surplus stores and materials originally brought by him.

The Contractor shall not deposit materials on any site which will cause inconvenience to any of the Departmental activities. The Contractor shall undertake to clean the site free from rubbish to the satisfaction of the Engineer-in-charge. All surplus materials, rubbish and materials which may be dangerous/ cause inconvenience to the activities of the Department shall be removed at the Contractor's cost and deposited at the places fixed by EIC.

## **2. SPECIFICATIONS AND DRAWINGS**

The drawings furnished to the Contractor shall be interpreted and identified by figured dimensions and nomenclature as indicated therein. On no occasion the drawings shall be scaled off and transferred to work.

In all cases where enlarged detailed drawings are given for any component of work, these drawings shall take precedence over those incorporated in general drawing to a comparatively smaller scale.

- a) Prior to the execution of the work, the contractor shall check all drawings, specifications and shall immediately report all errors, discrepancies and/or omissions discovered therein to the Engineer-in-charge and obtain appropriate orders on the same. Any adjustment made by the Contractor without prior approval of the Engineer-in-charge shall be at his own risk, each description of item in the schedule of quantities shall be read in conjunction with the relevant drawings and the specifications and the Contractor's rate shall be deemed to be for such complete work unless otherwise specified by the Contractor while tendering.
- b) Cost of all shop drawings, fabrication drawings or form work drawings and details to be furnished by the Contractor shall be deemed to be included in his tendered rates for the work. Accordingly approval to shop drawings or other fabrication drawings



shall not be construed as authorizing award of additional work and as long as these belong to common individual scheme governed by specifications for which the Contractor has already quoted, no extra payment on any account will be admissible for all essential components that are to be necessarily executed to complete the work in all respects.

- c) Prior to submission for approval, Contractor shall be responsible for thoroughly checking all drawings to ensure that they comply with the intent & requirements of contract specifications & that they fit with the over all building layout. Drawing found to be inaccurate/ in error will be returned for correction by the Contractor.
- d) For all drawings to be submitted by the Contractor for the approval of the Engineer-in-charge, the Contractor shall submit 2 (two) copies of each drawing for approval.
- e) The approval of drawing by the Engineer-in-charge shall not be construed as a complete dimensional check, but will indicate only that the general method of construction and detailing is satisfactory. The contractor shall be totally responsible for the dimensions and design, safety of the system evolved inclusive of providing interconnected operational accessories adequate enough to accomplish satisfactory completion of work.
- f) In case of difference between drawings and specifications, the specifications shall govern. Anything mentioned in the specification and not shown in the drawings or shown on the drawings but not mentioned in the specifications shall be like effect as if shown or mentioned in both.

### **3. SEQUENCE OF WORK**

The sequence of work shall be generally as decided by the Engineer-in-charge taking into consideration other connected works.

### **4. CO-ORDINATION WITH OTHER CONTRACTORS**

Contractor shall extend all co-operation to the other Contractors executing the work, who might be working at the site.

### **5. INSPECTION OF WORK**

The work shall be carried out under the directions of the Engineer-in-charge in addition subject to inspection by the representative appointed by Engineer-in-charge to ensure strict compliance with the terms, specifications and conditions of the contract. Any failure on the part of the Engineer-in-charge or his representative during the progress of inspection of work to discover any defective work or to reject materials not upto standards shall not be deemed to have been accepted and should not be construed as waived. Any defects noticed either during the period of construction or after the completion upto a period of 12 months (6 months in the case of any work other than road work costing Rs,10,00,000/- and below) from the date of completion, the Contractor is liable to carry out all repairs/rectifications at his/ their own cost to the satisfaction of the Department. Further in the event of the Contractor using substandard/inferior quality of materials which at future date is not susceptible to replacement, for structural reasons or otherwise and if concurrence is given for retention of such structure, the Engineer-in-charge will have necessary authority to recover a proportionate sum decided as per his discretion. In case the structure with the use of substandard or inferior material cannot be retained in the

work as per the opinion of the Engineer-in-charge, portion or portions of such structure/work shall be dismantled and replaced new by the Contractor at his own cost. Partial or entire occupancy of the premises shall not be construed as the acceptance of the work or materials incorporated in the work. No changes whatsoever to any provision of the specification shall be made without written authorized from the Engineer-in-charge.

## **6. MEASUREMENT**

Where mode of measurement is not specified the measurements will be taken at site as per latest IS code of practice for measurements. The Contractor or his representative shall accompany the Engineer-in-charge or his representative when required to do so and assist in taking the measurement and shall agree to the measurements recorded on the spot. The measurements for all works in general shall be measured as per the dimensions.

All measurements shall be taken with steel tapes only. Necessary scaffolding, staging and ladders required for taking measurements shall be provided by Contractor at his cost, besides offering service of labourers for taking such measurements.

If the Contractor fails to accompany the Engineer-in-charge or other persons who have been duly authorised by the Engineer-in-charge to take measurements then he should be bound by the Measurements recorded by the Engineer-in-charge or his representative.

## **7. MAKE AND OTHER DETAILS OF MATERIALS**

The Contractor shall furnish a list of the makes and other details of various materials he proposes to use on the work and this would be subject to the approval of Department.

## **8. SAMPLES**

Samples of all materials to be incorporated in the work shall be submitted to the Engineer-in-charge for his approval without claiming any extra cost. The approved samples will be kept with the Engineer-in-charge till the completion of work. Materials not conforming strictly to the samples are liable to be rejected.

## **9. NO DAMAGE TO DEPARTMENT PROPERTY**

No damage should be done to the property of the Department to the buildings or trees and if any damage so done, the Contractor is responsible for making good the loss according to the decision taken by the Engineer-in-charge.

## **10. SAFETY PROVISIONS/ CONTRACTOR TO BEAR THE EXPENSES IN CONNECTION WITH ACCIDENTS, IF ANY**

The Contractor shall provide all necessary fencing lights required to protect the public from accident and shall be bound to bear the expenses of defence of every suit, action or other proceedings which may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and costs which may be awarded in any such actions or proceedings to any such persons or which may with the consent of the Contractor be paid to compromise-any claim by any such person.

## **11. SECURITY REGULATIONS TO BE FOLLOWED**

The Contractor have to follow strictly the regulations of the Department at the work site regarding entry of personnel, materials etc. and any other regulation that might be

enforced from time to time. Contractors personnel/ workers should possess valid passes and should produce the passes to Security/Department authorities when demanded. Contractors personnel/workers should not enter the Departmental premises, other than those for which the passes are issued and also should not enter after/before working hours without obtaining prior approvals. Any person found in the Departmental premises without authorized passes during, before or after working hours is liable for actions as per the Departmental procedures and rules.

All materials and articles brought by the Contractor to the work site shall have to be declared at the security gate. Similarly no materials shall be taken out from the Departmental premises without proper gate pass which will be issued/ caused to be issued by the Engineer-in-charge to the Contractor on written request. It is to be noted that loading of Contractor materials in vehicles and truck shall be done in the presence of Departmental personnel. The Contractors representative will have to escort the materials till the security check is over.

For working on Sundays, Holidays and late hours, even though permission will be accorded by the Engineer-in-charge the Contractor will have to make application to the Security Department also and keep them informed well in advance.

Any breach of above security regulations and rules in force from time to time will be viewed seriously. No claim whatsoever will be entertained by the Department on account of observance of Security Regulations.

## **12. ANALYSIS OF RATES QUOTED**

The contractor when called for by the Department should furnish detailed analysis in support of the rates quoted by him against each item of the tender. The Department reserves the right to utilize the analysis thus supplied in settling any deviations or claims arising on this contract.

An allowance of 15% towards Contractors overheads and profits will be considered while determining the rate/rates on the costs of prevailing market rates as per clause 12 of general conditions of the contract.

## **13. NO INTEREST FOR DELAYED PAYMENTS**

Wherever the time limits are specified in the General Conditions of Contract and other parts of the Contract, for payments and releasing of bank guarantee etc., by Department, Department will not pay any interest for delay, if any, beyond the stipulated time limits, caused due to unavoidable official reasons.

## **D. SCHEDULES**

**SCHEDULE 'A' - SCHEDULE OF QUANTITIES (PRICE SCHEDULE SEPARATELY  
UPLOADED)**

**General notes:**

Rates for various items of work in the accompanying schedule of quantities for,

shall be quoted after taking into account of the following notes.

1. This is an indivisible works contract. The rates quoted shall include all taxes and levies payable under respective statutes. Sales tax, VAT etc., as applicable will be deducted as per statutes from the bill and remitted to the Department concerned.
2. Being an indivisible Government Works contract, service tax is not applicable, unless specifically mentioned. However, for AMC works, Service tax is applicable.
3. The rate quoted shall abide all the provisions mentioned in General Conditions of Contract (GCC) and other general guidelines mentioned in this tender.
4. The rates for various items of works in the Schedule of quantities shall be quoted taking into account the cost of materials, labour, tools and plants, scaffolding, necessary wastages, cost of handling and conveyance of materials to place of work, over heads and profits and any other incidentals included therein.
5. Rates quoted by the Tenderers for various items of work shall be deemed to be inclusive of such leads and lifts mentioned therein and/or as shown in the accompanying tender drawings. Where such information is absent, the rates shall be deemed to be inclusive of the necessary leads and lifts to complete the item of work occurring at any height and with any required leads.
6. The rates quoted shall be in decimal coinage.
7. In the 'Item of work/ description of work' column 'unit' column, the various abbreviations shall mean as below.
  - a. M/m/Rm/Mtr/MTR shall mean 'Metre' in length or breadth or depth.
  - b. SQM/Sqm/SM/sqm/M<sup>2</sup>/m<sup>2</sup> shall mean 'Square Metre' in area
  - c. Cu.m/cu.m/Cum/M<sup>3</sup>/m<sup>3</sup> shall mean 'Cubic Metre' in volume.
  - d. Kg/kg/KG shall mean 'Kilogram' in weight.
  - e. MT/mT/Mt/T shall mean 'Metric Tonne' in weight
  - f. Cm/CM/cm shall mean 'Centimetre'

Signature of Tenderer with  
Name and legal address

Date :

**(PRICE SCHEDULE SEPARATELY UPLOADED)**

**SCHEDULE 'B, C, D& E' – DELETED**

**SCHEDULE 'F' - REFERENCE TO GENERAL CONDITIONS OF CONTRACT**

Name of work:

1.	Estimated cost of work	₹	+
2.	Earnest Money	₹	+
3.	Performance Guarantee	₹	+
4.	Security Deposit	₹	+

**General Rules & Direction:**

1.	Officer inviting Tender	Group Head, CMG/ Head, CMD LPSC, VMC, TVM
2.	Percentage on cost of materials and labour to cover all overheads and profits	15%
3.	Schedule of Rates (SOR)	SOR

<b>REF: CLAUSE 1 OF GCC: PERFORMANCE GUARANTEE</b>	
(i) Time allowed for submission of performance Guarantee from the date of issue of letter of acceptance	15 days
(ii) Maximum allowable extension beyond the period provided in (i) above	15 days
<b>REF: CLAUSE 2A OF GCC: COMPENSATION OF DELAY</b>	
Authority of fixing compensation under clause 2A	Director of the respective Centre/ Units
<b>REF: CLAUSE 5 OF GCC: TIME &amp; EXTENSION FOR DELAY</b>	
Number of days from the date of issue of letter of Acceptance for reckoning date of start	15 days
Time allowed for execution of work	<b>02 MONTHS</b>

**REF: CLAUSE 6 & 6A OF GCC: MEASUREMENT OF WORK DONE AND COMPUTERIZED MEASUREMENT BOOK**

Clause applicable: 6/ 6A (Non applicable clause to be struck off)

**REF: CLAUSE 12 OF GCC: DEVIATIONS/ VARIATIONS, EXTENT AND PRICING**

Deviation limit beyond which clause 12 shall apply

For Superstructure Work	<b>25%</b>
For Foundation Work	<b>50%</b>

**REF: CLAUSE 16 OF GCC: ACTION IN CASE OF WORK NOT DONE AS PER SPECIFICATION**

Competent Authority for deciding reduced rates: Group Head, CMG/ Head CMD, LPSC, VMC

**REF: CLAUSE 25 OF GCC: SETTLEMENT OF DISPUTES AND ARBITRATION**

Law court of Jurisdiction : Trivandrum

**PART- III**  
**FORMATS**  
(TO BE FILLED IN BY THE TENDERER/  
CONTRACTOR)



**FORMAT 1**

**LIST OF WORKS COMPLETED IN THE LAST 07 YEARS (INCL. THE CURRENT YEAR IN WHICH THE TENDER IS CALLED).**

SL. No	Name of work	Nature of work	Value of work	Date of Completion as per W.O	Actual date of completion	Whether Extension of Time of Contract was availed?		Name of client & Full Address
						With levy of compensation	Without levy of compensation	

**Note: The above details are to be furnished by the Tenderer, along with copy of work order and completion certificate issued by the client.**

\_\_\_\_\_  
(Signature of the tenderer with stamp)

**FORMAT 2**

**a. DRAFT BANK GUARANTEE BOND FOR EARNEST MONEY**

(To be used by Approved Schedule Banks)

1. In consideration of the President of India (hereinafter called "The Government") having agreed to accept from ..... (hereinafter called the said tenderer) a Bank Guarantee in Lieu of Earnest Money Deposit in Cash, under the terms and conditions contained in the Notice Inviting Tender (hereinafter referred to as N.I.T) for the work of ..... bearing No. .... and dated ..... (hereinafter referred to as "the said works") for Rs..... (Rupees ..... Only) (in words) We the ..... BANK (hereinafter called the said Bank) do hereby undertake to pay to Government the sum of Rs..... (RUPEES ..... ONLY) (in words), by reason of the said tenderer's failure to enter into an agreement of contract on institutions of acceptance of his tender and/or to convene the contract works and or failure to deposit the Security Deposit within the stipulated period as per the terms and conditions relating to and/or governing the contract and/or specified in the N.I.T.

2. We, ..... (indicate the name of Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Government stating that the amount claimed is required to meet the recoveries due or likely to be due from the said tenderers. 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.....

3. We undertake to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the tenderer 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 valid discharge of our liability for payment there under and the tenderers shall have no claim against us for making such payment.

4. We..... (indicate the name of the Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for entering into the Agreement of contract and that it shall continue to be enforceable till all the dues of the Government under the terms and conditions of NIT for the work have been fully paid and its claims satisfied or discharged or till Department certifies that the terms and conditions of the N.I.T have been fully and properly carried out by the said tenderers and accordingly discharges this guarantee unless a demand or a claim under this guarantee is made on us in writing on or before the ..... we shall be discharged from all liability under this guarantee thereafter.

5. We, ..... Bank further agree with the Government that the Government shall have the fullest liberty without our consent

and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the N.I.T and/or terms and conditions governing the contract or to extend the time of validity of the offer from the said tenderer from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said tenderer and to forbear or enforce any of the terms and conditions of the NIT and we shall not be relieved from our liability hereunder by reason of any such variation, or extension being granted to the said tenderer or for any forbearance act or omission on part of the Government or any indulgence by the Government to the said tenderer or by any such matter or thing whatsoever which under the law relating to surety/guarantee would but for this provision have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the tenderers.
7. We, .....  
(indicate the name of the Bank) lastly undertake not to revoke this guarantee except with the previous consent of the Government in writing.
8. This Guarantee shall be valid upto ..... unless extended on demand by Government. Notwithstanding any thing 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 the extended date of expiry of this Guarantee, all our liabilities under this Guarantee shall stand discharged.

Dated the ..... day of .....  
20..... for .....  
(indicate the name of Bank)

Accepted

India For and on behalf of the President of

**b. DRAFT BANK GUARANTEE BOND FOR  
PERFORMANCE SECURITY (GUARANTEE)**

1. In consideration of the President of India (hereinafter called "The Government") having offered to accept the terms and conditions of the proposed agreement between ..... and ..... (hereinafter called "the said Contractor(s)") for the work ..... (hereinafter called "the said agreement") having agreed to production of a irrevocable Bank Guarantee for Rs..... (Rupees ..... only) as a security/guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement.
  
2. 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 Government stating that the amount claimed as 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, ..... (indicate the name of the Bank) the said bank further undertake to pay the Government any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal.  
  
The payment so made by us under this bond shall be valid discharge of our liability for payment thereunder and the Contractor(s) shall have no claim against us for making such payment.
  
4. We, ..... (indicate the name of the Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Engineer-in-charge on behalf of the Government certified that the terms and conditions of the said agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.
  
5. We, ..... (indicate the name of the Bank) further agree with the Government that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said contractor(s) and 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 Government or any indulgence by the Government to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).
7. We, ..... (indicate the name of the Bank) lastly undertake not to revoke this guarantee except with the previous consent of the Government in writing.
8. This guarantee shall be valid upto ..... unless extended on demand by the Government. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs..... (Rupees .....only) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.

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

### c. DRAFT BANK GUARANTEE BOND FOR SECURITY DEPOSIT

1. In consideration of the President of India (hereinafter called "The Government") having agreed to exempt ..... (hereinafter called "the said Contractor(s)") from the demand, under the terms and conditions of an Agreement No..... dated ..... made between ..... and ..... for the work ..... (hereinafter called "the said Agreement") of Security Deposit for the due fulfillment by the said Contractor(s) of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs..... (RUPEES ONLY).  
We..... (indicate the name of the Bank) ..... (hereinafter referred to as the Bank") at the request of ..... Contractor(s) do hereby undertake to pay to the Government an amount not exceeding Rs..... (RUPEES ONLY) on demand by Government.
2. We, ..... (indicate the name of the Bank) do hereby undertake to pay amounts due and payable under this guarantee without any demure merely on a demand from the Government stating that the amount claimed is required to meet the recoveries due or likely to be due from the said Contractor(s). Any such demand made on the Bank shall be conclusive as regards to 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.....
3. We undertake to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal.  
  
The payment so made by us under this bond shall be valid discharge of our liability for payment thereunder and the Contractor(s) shall have no claim against us for making such payment.
4. We, ..... (indicate the name of the Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharges or till Engineer-in-charge on behalf of the Government certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.
5. We, ..... (indicate the name of the Bank) further agree with the Government that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor (s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said Contractor(s) and 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 or omission on the part of the Government or any indulgence by the Government to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor (s).
7. We, .....  
(indicate the name of the Bank) lastly undertake not to revoke this guarantee except with the previous consent of the Government in writing.
8. This Guarantee shall be valid upto ..... Unless extended on demand by Government. Notwithstanding any thing 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 the extended date of expiry of this Guarantee, all our liabilities under this Guarantee shall stand discharged.

Dated the .....day of ..... 20 ..... for  
(indicate the name of the Bank)

Note :-

Before a Bank Guarantee is accepted, an affidavit duly sworn in before a first class magistrate, may also be taken from the Contractor that he would keep the validity of the Bank guarantee intact by getting it suitably extended from time to time, at his own initiative, upto a period of twelve months for any other maintenance period prescribed in the agreement after the recorded date of completion of the work as directed by the Engineer-in-charge and indemnifies the Government against any losses arising out of non encashment of Bank guarantee. Such an undertaking may be taken on a non judicial stamp paper, as required, in the enclosed proforma.

**FORMAT 3**

**AFFIDAVIT**

I/ We, have submitted a Bank guarantee for the work .....  
(Name of work) Agreement No.  
.....dated..... from  
..... (name of Bank with full address) to the Group Head, CMG/ Head  
CMD/ Engineer-in-charge with a view to seek exemption from payment of Security  
Deposit in cash. The Bank guarantee expires on ..... I/ We  
undertake to keep the validity of the Bank guarantee intact by getting it extended from  
time to time at my/our own initiative upto a period of ..... months  
after the recorded date of completion of the work as directed by the Engineer-in-charge.

I/We also indemnify the Government against any losses arising out of non-encashment of  
the Bank guarantee, if any.

Note: This affidavit is to be given by the executant before a first class Magistrate.

Signature with legal address

Witnesses:

- 1).....
- 2).....



**FORMAT 4**

**INDEMNITY BOND**

**Note:**

The contractor shall furnish an indemnity bond in non-judicial stamp paper worth Rs.100/- within ten days of the acceptance of the tender as per the format given below:

In consideration of the President of India, this bond of indemnity is hereby made on this day the ..... of .....20..... between M/s./Shri..... (hereinafter called the first party) in favour of the Government of India represented by Engineer in charge of the work of ..... (hereinafter called second party)

Whereas the first party is the contractor for the said work and whereas the first party has agreed to comply with the clause 19 of the General Conditions of Contract (GCC) for the said work.

Now this deed witnesses that the first party agrees to be liable to indemnify the Government/ second party in accordance with clause 19 in General Conditions of Contract (GCC) for the said work and shall at all times keep the Government/ second party indemnified against all future claims in respect of the said clause and first party also agrees to indemnify the Government/ second party against or in respect of all charges, costs and damages which the Government/ second party may incur on account of default made by the first party in respect of the said clauses.

In witness whereof the first party has signed this bond on the date first above written in the presence of the following witnesses.

Signature of First party

Witnesses:

- 1).....
- 2).....

### Civil Engineering Programme Office, ISRO HQ

No. CEPO/QTY/Contract/1002/ (Vol-3)

Dt. 08.05.2017

**Sub:** Amendment to General Conditions of Contract (GCC) 2015 for Major works and Minor & Maintenance works for e-tendering - **Amendment No. 4** - Reg

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The following provision of GCC-2015 is modified as follows.

**(a) Item Rate Indivisible Works Contract – Major works.**

PART-II: Post-tender stage, Point No. 8, Page No. E-78 of General Conditions of Contract in respect of Schedule of quantities, is amended as below,

Reference	Existing	Modified
<b>D. Schedules</b> <b>Schedule 'A'</b> - Schedule of quantities (price schedule separately uploaded) <b>General notes:</b> Point No. 8 is added, Page No. E-78	Nil	<b>8. In the event no rate has been quoted for any item(s), leaving space both in figure(s), word(s), and amount blank, it will be presumed that the contractor has included the cost of this/ these item(s) in other item(s). The rate for such item(s) will be considered as ZERO. The work will be required to be executed as specified.</b>

**(b) Item Rate Indivisible Works Contract for Minor & Maintenance works.**

PART-II: Post-tender stage, Point No. 8, Page No. E-49 of General Conditions of Contract in respect of Schedule of quantities, is amended as below,

Reference	Existing	Modified
<b>D. Schedules</b> <b>Schedule 'A'</b> - Schedule of quantities (price schedule separately uploaded) <b>General notes:</b> Point No. 8 is added, Page No. E-49	Nil	<b>8. In the event no rate has been quoted for any item(s), leaving space both in figure(s), word(s), and amount blank, it will be presumed that the contractor has included the cost of this/ these item(s) in other item(s). The rate for such item(s) will be considered as ZERO. The work will be required to be executed as specified.</b>

  
 Director CEPO, ISRO HQ

**Civil Engineering Programme Office, IS& HQ**

Date 01.09.2017

No. CEPO/QTY/Contract/1002 / (Vol-3)

Sub: Amendment to General Conditions of Contract (GCC) 2015 - Amendment No. 5  
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The following provision of GCC-2015 is modified as follows.

**(a) Item Rate Indivisible Works Contract - Major works.**

Reference	Existing	Modified
<b>PART-II: Post tender stage - Schedules</b> Schedule 'A' - Of Schedule Quantities (Price Schedule Separately Attached) Page No. E-78	1. This is an indivisible works contract. The rates quoted shall include all taxes and levies payable under respective statuses. Sales tax, VAT etc., as applicable will be deducted as per statuses from the bill and remitted to the Department concerned. 2. The offered rates shall also include service tax payable under the respective statuses. Any claim on account of service tax will not be admissible	1. This is an indivisible works contract. The rates quoted shall include all taxes including Goods and Services Tax (GST) at applicable rates and all levies, duties, cess etc., payable under respective statuses. Deductions as per statuses will be effected from the bill and remitted to the Department concerned.

**(b) Item Rate Indivisible Works Contract - Minor and Maintenance Works.**

Reference	Existing	Modified
<b>PART-II: Post tender stage - Schedules</b> Schedule 'A' - Of Schedule Quantities (Price Schedule Separately Attached) Page No. E - 49	1. This is an indivisible works contract. The rates quoted shall include all taxes and levies payable under respective statuses. Sales tax, VAT etc., as applicable will be deducted as per statuses from the bill and remitted to the Department concerned. 2. The offered rates shall also include service tax payable under the respective statuses. Any claim on account of service tax will not be admissible.	1. This is an indivisible works contract. The rates quoted shall include all taxes including Goods and Services Tax (GST) at applicable rates and all levies, duties, cess etc., payable under respective statuses. Deductions as per statuses will be effected from the bill and remitted to the Department concerned.

All other terms and conditions remain unaltered.

  
 DIRECTOR CEPO 01/09/17

**Civil Engineering Programme Office, ISRO HQ**

Date 21.08.2017

No. CEPO/QTY/Contract/1002/ (Vol-3)

Sub: Amendment to General Conditions of Contract (GCC) 2015 -Amendment No. 6 (For Major works e-Tender mode)

The following provision of GCC-2015 is modified as follows.

**A. Notice Inviting Tender**

	Existing	Modified
<b>2. Eligibility Criteria</b>	The agency shall fulfill the following conditions.	<b>2. Eligibility Criteria</b> The agency shall fulfill the following conditions.
<b>a</b>	The agency shall have satisfactorily completed the works as mentioned below during the last Seven years.	Should have satisfactorily completed the works as mentioned below during the last <b>7 years ending previous day of last date of submission of bids.</b>
	<ul style="list-style-type: none"> <li>i. Three similar works each costing not less than 40% of the estimated cost (or)</li> <li>ii. Two similar works each costing not less than 60% of the estimated cost (or)</li> <li>iii. One similar work costing not less than 80% of the estimated cost.</li> </ul>	<ul style="list-style-type: none"> <li>i. Three similar works each costing not less than 40% of the estimated cost (or)</li> <li>ii. Two similar works each costing not less than 60% of the estimated cost (or)</li> <li>iii. One similar work costing not less than 80% of the estimated cost.</li> </ul>
<b>Note:</b>	<ul style="list-style-type: none"> <li>i) Similar work shall mean works of .....</li> <li>ii) The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum, calculated from the date of completion to last date of receipt of application for bids.</li> </ul>	<ul style="list-style-type: none"> <li>i) Similar-work shall mean works of .....</li> <li>ii) The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum, calculated from the date of completion to last date of <b>submission of bids.</b></li> </ul>

All other terms and conditions remain unaltered.

  
 DIRECTOR CEPO 21/8/17

**Civil Engineering Programme Office, ISRO HQ**

Date 03.10.2017

No. CEPO/QTY/Contract/1002/ (Vol-3)

**Sub:** Amendment to General Conditions of Contract (GCC) 2015 for Minor and Maintenance Works (e-Tender & Manual mode) - Amendment No. 7

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The following provisions of GCC-2015 is modified as below.

**PART-II: POST-TENDER STAGE**

**B. GENERAL CONDITIONS OF CONTRACT (GCC)**

Page No	Existing	Modified
E - 30	<p><b>12.4: Deviated quantities, pricing</b>                      For Maintenance and minor works including works of upgradation, aesthetic, special repair, addition/ alteration:  <i>In the case of contract items, which exceed the deviation limits as specified in Schedule 'F', the contractor shall be paid with rates specified in the Schedule of quantities.</i></p>	<p><b>12.4: Deviated quantities, pricing</b>                      For Maintenance and minor works including works of upgradation, aesthetic, special repair, addition/ alteration:  <i>In the case of contract items being</i></p> <p>a) Scheduled items(SOR item) which exceed the deviation limits as specified in Schedule 'F', the contractor shall be paid with rates specified in the Schedule of Rates/as mentioned in Schedule 'F') plus/minus percentage above/below tendered value bears to the estimated amount put to tender.</p> <p>b) Non-scheduled items which exceed the deviation limits as specified in Schedule 'F', the contractor shall be paid as per the prevailing market rate.</p>

All other terms and conditions remain unaltered.

DIRECTOR CEPO



**Civil Engineering Programme Office, ISRO HQ**

No. CEPO/QTY/Contract/1002/ (Vol-3)

Date 01.01.2018

Sub: Amendment to General Conditions of Contract (GCC) 2015 for Minor and Maintenance Works (e-Tender & Manual mode) - Amendment No. 8

The following provisions of GCC-2015 is modified as below.

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**PART-I : TENDER STAGE**

**2. Eligibility Criteria for Issue of Tender Documents -**

Tender documents will be issued only to those who satisfy the following eligibility criteria:

Page No	Existing	Modified
E - 3	<p><b>Note:</b></p> <p>i) Similar work shall mean works of.....</p> <p>ii) The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum, calculated from the date of completion to last date of receipt of application for bids.</p>	<p><b>Note:</b></p> <p>i) Similar work shall mean works of.....</p> <p>ii) The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum, calculated from the date of completion to last date of receipt of application for bids.</p> <p>iii) <i>Work executed as sub-contract or joint-venture will not merit for eligibility/evaluation.</i></p>

All other terms and conditions remain unaltered.




DIRECTOR CEPO

2/2

**(b) Item Rate Indivisible Works Contract for Minor & Maintenance works.**

Reference	Existing (as per Amendment - 3)	Modified
<p>PART-I: Tender Stage; A. Notice Inviting Tender Point No. 4, Page No.E-4</p>	<p>4. (b) The MSME units claiming exemption of Tender cost/ EMD should submit MSME UDYOG ADHAR MEMORANDUM along with registration certificate issued by District Industries Centre (DIC) / Khadi &amp; Industries board (KVIB)/ Coir board / National small industries commission (NSIC)/ Directorate of Handicrafts and handlooms or any other body specified by Ministry of MSME. The memorandum/certificate shall clearly indicate the monetary limit and shall be valid as on due date / extended due date of the tender. Also it should cover the items tendered to get EMD/Tender fee exemptions.</p>	<p>4. (b) The MSME units claiming exemption of Tender cost/ EMD should submit MSME UDYOG ADHAR MEMORANDUM or registration certificate issued by District Industries Centre (DIC) / Khadi &amp; Industries board (KVIB)/ Coir board / National small industries commission (NSIC)/ Directorate of Handicrafts and handlooms or any other body specified by Ministry of MSME. The memorandum/ certificate shall be valid as on due date / extended due date of the tender.</p>
<p>PART-I: Tender Stage; A. Notice Inviting Tender Point No. 6, Page No.E-4</p>	<p>6. b) The MSME units claiming exemption of Tender cost/ EMD should submit attested hard Copy of MSME UDYOG ADHAR MEMORANDUM along with registration certificate as indicated in para 4 (b) above. The hard copy of above memorandum / certificate shall be submitted to the Office of the Group Head/ Head, Construction and Maintenance Group/ Division on or before due date and time of opening of tender. If hard Copy is not received on or before due date and time of opening of tender, the tender offer shall be summarily rejected.</p>	<p>6. b) The MSME units claiming exemption of Tender cost/ EMD should submit attested hard Copy of MSME UDYOG ADHAR MEMORANDUM or registration certificate as indicated in para 4(b) above. The hard copy of above memorandum / certificate shall be submitted to the Office of the Group Head/ Head, Construction and Maintenance Group/ Division on or before due date and time of opening of tender. If hard Copy is not received on or before due date and time of opening of tender, the tender offer shall be summarily rejected.</p>

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Director CEPO, ISRO HQ

## Civil Engineering Programme Office, ISRO HQ

No. CEPO/QTY/Contract/1002/(Vol-3)

Sl. No.	913
Date	24.12.19
Dated:	19/12/2018

**Sub:** Amendment to General Conditions of Contract (GCC) 2015 for item rate indivisible works contract for Major works and Minor & Maintenance works for Manual & e-tendering - **Amendment No. 12** - Reg.

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The following provision of GCC-2015 is modified as follows.

**(a) Item Rate Indivisible Works Contract for Major works and Minor & Maintenance works.**

**PART-II:** Post Tender Stage: B. General Conditions of Contract Clause No. 46 - **Settlement of Claims for Compensation in case of Accidents** is added as below,

Reference	Existing	Modified
<b>PART-II:</b> Post Tender Stage; B. General Conditions of Contract Clause No. 46 is added	<b>A. For Major works and Minor &amp; Maintenance works:</b>  <b>Clause No. 46 - Nil</b>	<b>Clause 46: Settlement of Claims for Compensation in case of Accidents</b> In case of any accident resulting in death or permanent disability due to any unforeseen and unintended injurious occurrence caused during construction work, maintenance work, operations etc., within the premise of work site and during discharge of duties, the Department shall whether or not, there has been any wrongful act, neglect or default on its part and not withstanding anything contained in any other law, be liable to pay compensation to such extent as prescribed below, I. In event of death or permanent disability resulting from loss of both limbs: ₹ 10,00,000 (Rupees Ten lakhs) II. In the event of other permanent disability: ₹ 7,00,000 (Rupees Seven lakhs) The victim or his/ her dependents shall submit an application within a period of 90 days of the accident to EIC with necessary documents to the satisfaction of Engineer in charge. The compensation paid under this clause shall be invariably recovered from the Contractor. For this purpose, without limiting any of the other obligations or liabilities, the contractor shall at his own expense take and keep a comprehensive insurance for his workforce being engaged and for all the work during the execution. Contractor shall have to furnish originals along with premium receipts and other papers related to the Engineer in charge within 15 days from the date of commencement of the contract.
<b>Settlement of Claims for Compensation in case of Accidents</b> Page No.E-70 for Major works & Page No.E-42 for Minor Maintenance works	<b>Clause No. 46 - Nil</b>	(Same as above)

All other terms and conditions remain unaltered.

  
 Director CEPO, ISRO HQ



ISRO HQ  
CEPO

No. CEPO/CPG/Gen-34/Contract

Dt. 23.07.2021

Subject: Amendment to General Conditions of Contract (GCC) 2015 for all works contract for Major works and Minor & maintenance works for Manual & e-Tendering - Amendment No. 13 - Reg.

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The following provision of GCC-2015 is modified as follows.

(a) Item Rate Indivisible Works Contract for Major works and Minor & Maintenance works.

Part-II: B. General Conditions of Contract Clause No.47 - Planning and Designing in purview of Vulnerability Atlas of India is added as below:

Reference	Existing	Modified
Part-II: B. General Conditions of Contract Clause No. 47 is added towards 'Planning and Designing in purview of Vulnerability Atlas of India'.	NIL.	<p><b><u>Clause 47: Planning and Designing in purview of Vulnerability Atlas of India</u></b></p> <p>Vulnerability Atlas of India (VAI) is a comprehensive document which provides existing hazard scenario for the entire country and presents the digitized State /UT - wise hazard, maps with respect to earthquakes, winds, and floods for district-wise identification of vulnerable areas. It also includes additional digitized maps for thunderstorms, cyclones and landslides. The main purpose of this Atlas is its use for disaster preparedness and mitigation at policy planning and project formulation stage.</p> <p>This Atlas is one of its kind single point source for the various stakeholders including policy makers, administrators, municipal commissioners, urban managers, engineers, architects, planners, public etc. to ascertain proneness of any city/ location/ site to multi-hazard which includes earthquakes, winds, floods, thunderstorms, cyclones and landslides. While project formulation, approvals and implementation of various urban</p>

		<p>housing, buildings and infrastructure schemes, this Atlas provides necessary information for risk analysis and hazard assessment.</p> <p>The Vulnerability Atlas of India has been prepared by Building Materials and Technology Promotion Council under Ministry of Housing and Urban Affairs, Government of India and available at their <a href="http://www.bmtpc.org">website www.bmtpc.org</a>.</p> <p>It is mandatory for the bidders to refer Vulnerability Atlas of India for multi-hazard risk assessment and include the relevant hazard proneness specific to project location while planning and designing the project in terms of :</p> <ul style="list-style-type: none"> <li>i). Seismic zone (II to V) for earthquakes,</li> <li>ii). Wind velocity (Basic Wind Velocity: 55,50,47,44,39&amp; 33m/s)</li> <li>iii). Area liable to floods and Probable max. surge height</li> <li>iv). Thunderstorms history</li> <li>v). Number of cyclonic storms/ severe cyclonic storms and max sustained wind specific to coastal region</li> <li>vi). Landslide incidences with annual rainfall normal</li> <li>vii). District wise Probable Max. Precipitation</li> </ul>
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All other terms and condition remain Unaltered.

(V. Sidharthan)  
 Director, CEPO


*[Handwritten Signature]*  
 23/01/2024

भारत सरकार/GOVERNMENT OF INDIA  
अंतरिक्ष विभाग/DEPARTMENT OF SPACE  
द्रव नोदन प्रणाली केंद्र/LIQUID PROPULSION SYSTEMS CENTRE  
निर्माण एवं अनुरक्षण समूह/CONSTRUCTION AND MAINTENANCE GROUP

ADDENDUM (CMG/VMC-1)

Ref.: GCC- General Guide Lines – (Sl.No. 12- A)

The contractors shall furnish C & A reports of their personnel.



(के वी एस वी सीएच. एम राव/K.V.S.V.Ch.M. Rao)  
समूह प्रधान, सीएमजी /GROUP HEAD,CMG

भारत सरकार/GOVERNMENT OF INDIA  
अंतरिक्ष विभाग/DEPARTMENT OF SPACE  
द्रव नोदन प्रणाली केंद्र/LIQUID PROPULSION SYSTEMS CENTRE  
निर्माण एवं अनुरक्षण समूह/CONSTRUCTION AND MAINTENANCE GROUP

**ADDENDUM**

Addendum to memorandum – Page No.E - 9 of the tender document for maintenance works. (Ref. Ltr . No: CEPO/CPG/Gen – 24/Contract dtd 01.01.2019).

- ❖ ***“9. I/We declare that I/We.....are availing /not availing (Strike out whatever not applicable) benefits of full EPF employer’s contribution from Government under Pradhan Mantri Protsahan Yojana (PMRPY) scheme. If benefits are availed from Government under PMRPY scheme, I/We will not claim reimbursement for EPF employers contribution from Department”***

Signature of the tenderer/Contractor