



AN ISO 9001 & 14001 COMPANY

TENDER DOCUMENT

NIT No. EPI/SRO/CON/ETS/269 dated 23.12.2024.

FOR

Tender for Finishing & Electrification works for “Construction of 1116 tenements (G+7 Framed structures) development works at Perumbakkam, Phase - II Scheme in Kancheepuram District, Chennai under JNNURM – Reach – V : Block no. 30, 32 and 41 Balance work”

VOLUME – II

ADDITIONAL CONDITIONS OF CONTRACT (ACC) and General Conditions of Contract (GCC)

TENDER INVITING AUTHORITY

**Engineering Projects (India) Limited
(A GOVT. OF INDIA ENTERPRISE)
Southern Regional Office, Chennai,
3D, EC Chambers, 92 GN Chetty Road
T .Nagar, Chennai- 600 017**

1.0 ADDITIONAL CONDITIONS OF CONTRACT (ACC):

1.1.0 The following Additional Conditions of Contract shall be read in conjunction with General Conditions of Contract. If there are any provisions in these Additional Conditions of Contract, which are at variance with the provisions of General Conditions of Contract, the provisions in these Additional Conditions of Contract shall take precedence.

1.1.1 Introduction:

Construction of G+7 RCC Framed Structure tenements blocks with Bus bar rooms including internal water supply, sanitary, electrifications works in Chennai near Perumbakkam Phase-II -Reach-V-Balance work. M/s TNSCB is the client and have appointed EPIL, a PMC to supervise the works.

Location:

Tamil Nadu Urban Habitat Development Board,
Semmanchery, Chennai-600119, Tamil Nadu

EPI invites offer from the eligible BIDDERS/CONTRACTORS to execute the Tender for Tender for Finishing & Electrification works for "Construction of 1116 tenements (G+7 Framed structures) development works at Perumbakkam, Phase - II Scheme in Kancheepuram District, Chennai under JNNURM – Reach – V : Block no. 30, 32 and 41 Balance work (hereinafter referred to as "Works") and detailed scope of work is mentioned in subsequent para.

The Bidder shall acquaint himself by a visit to the site, with the conditions prevailing at site before submission of the bid. The information given here in under is for general guidance and shall not be contractually binding on **EPI / TNSCB**. All relevant site data /information as may be necessary shall have to be obtained /collected by the Bidder.

1.1.2 Scope of Work:

Finishing Works: The total scope of finishing works includes the Brick work, Plastering, Flooring, Door and Window fixtures, Plumbing, Painting, Firefighting, Electrical work etc for a) Block No: 31 Balance work where RCC structural works are completed / advanced stages of completion (G+2 floors +Terrace floor work). b) Block No: 32 (G+5 floors +Terrace floor work) & c) Block No: 41(G+3 floors + Terrace floors work).

Electrical Works: The scope of Electrical Work includes Installation, Testing and Commissioning of Main Incomer Panels for the Block No:31,32 & 41.

1.1.3 Order of Precedence:

Clause 42.1 of GCC stands amended as under:

In case of difference, contradiction, discrepancy, dispute with regard to Conditions of Contract, Specifications, Drawings, Bill of Quantities and Rates quoted by the Contractor and other documents forming part of the contract, the following shall prevail in order of precedence

- 1.1.3.1 Contract Agreement which includes NIT, Special Instructions to Tenderer /Bidder, Memorandum.
- 1.1.3.2 Letter of Acceptance (LOA), detailed letter of Work Order along with statement of agreed variations and its enclosures.
- 1.1.3.3 Description in Bill of Quantity / Schedule of Quantities.
- 1.1.3.4 Additional Conditions of Contract.
- 1.1.3.5 Special Specification as given in the Tender Documents.
- 1.1.3.6 General Conditions of Contract.
- 1.1.3.7 Drawings.
- 1.1.3.8 TN PWD/ Highways Department specifications, TNDSS and MDSS.

The item description mentioned in BOQ attached to this tender are generally based on items which are a part of Agreement No: L S Agreement C.R No.11/SE(J)/2011-12 dtd 28.03.2012, between Engineering Projects (India) Ltd and Client M/s Tamil Nadu Slum Clearance Board based on Tamil Nadu Schedule Of Rates. If incase of any discrepancy between BOQ and afore mentioned agreement description, Description given in aforesaid agreement with TNSCB shall prevail.

1.2.0 TIME SCHEDULE & PROGRESS:

The clause No. '43.2' of General Conditions of Contract (GCC) of this Tender document shall be read as under:

The contract period for completion of entire work under scope shall **be (03) Three Months from the "COMMENCEMENT OF CONTRACT PERIOD"** as specified. The contractor should complete the all works including testing of materials as per scope of BOQ within above specified period and as per the instructions of Engineer-in- charge.

The time of completion is firm and final and supersedes any other time mentioned elsewhere in any clause(s) of tender document.

1.3.0 COMMENCEMENT OF CONTRACT PERIOD

The date of commencement of work shall be **reckoned from the 10th day from the date of issue of Letter of Acceptance (LOA)**. However, responsibility of the contractor starts from the date of acceptance of work order/LOA.

1.4.0 DEFECT LIABILITY PERIOD:

Defect Liability Period as per GCC Clause No: 74.0 is stands amended as below.

The Contractor shall be responsible for the rectification of defects in the works for a **period of 365 days from the "date of work completion certificate"** , issued by the **Project-In-Charge**.

1.5.0 SECURITY DEPOSIT CUM PERFORMANCE BANK GUARANTEE

Clause 9.0 of GCC is amended as blow:

In the event of award of work, contactor shall submit **security deposit @ 5% (Five Percent only)** of the contract value of the accepted tender **within 21 (twenty-one) days from the date**

of issue of Letter of Acceptance (LOA). If required, any **extension of time beyond 21 days**, a **penal rate of interest @ 12% per annum** shall be charged for the delay in submission of Security Deposit after 21 (twenty-one) days. The Performance security shall be submitted in the form of Bank Guarantee or the (as per format in GCC), from any Nationalized bank / Scheduled Bank or in the form of Insurance Security Bonds (format enclosed) or Account Payee Demand Draft or online Payment in an acceptable form. If, the Security deposit in the form of Bank Guarantee shall be accepted only with SFMS code from Issuing banks.

This Performance Security shall be initially valid upto 5 months from the date of completion of project shall kept valid by proper renewal till the acceptance of Final Bills of the Contractor, by EPI/ Client/ Tamil Nadu Urban Habitat Development Board (formerly known as TNSCB).

In case, the contractor fails to submit the Security Deposit of the requisite amount within the stipulated period or extended period, letter of acceptance(LOA) /LOI will stand withdrawn and the EMD of the Contractor shall be forfeited.

1.5.1 Additional Performance Guarantee for exiting Contractors

Clause 9.1 of GCC stands Good.

1.6.0 RETENTION MONEY - CLAUSE NO. 10.0 OF GCC SHALL BE MODIFIED AS UNDER:

“The Retention Money shall be deducted from each running bill of the Contractor at 5% (five percent only) of the gross value of the Running Account bill. The Retention Money shall be refunded to the Contractor after expiry of defects liability period (referred to in Clause No.1.4.0 of ACC) or on payment of the amount of the final bill whichever is later.”

Return of EMD: *EMD deposited by the successful bidder in the form of Demand Draft shall be returned after the receipt of Security Deposit cum Performance Guarantee / Insurance Security Bonds & the confirmation of the same received from the concerned bank.*

1.7.0 SECURED ADVANCE :

No Secured advance shall be paid to the contractor, hence Clause no. 35.0 of General conditions of Contract (GCC) stands deleted.

1.8.0 MOBILIZATION ADVANCE:

Clause no .8.0 of General Conditions of Contract (GCC) stands deleted.

1.9.0 WATER & ELECTRICITY:

In addition to clause No: 44.0 of GCC, the required water and electricity to be arranged by the tenderer only. If in case avails the existing electric supply at site, arranged by EPI **recovery of the same shall be made as per actuals** including maintenance.

1.10.0 PAYMENT CONDITIONS:

Clause no 37.0 of GCC stands good and following clauses are also part of that,

1.10.1 Interim bills in the form of monthly running bills prepared by the contractor in soft as well as hard copies shall be based on the quantities executed and measured. The measurements submitted and accepted by EIC of EPI.

1.10.2 The contractor shall become entitled for 75% of payment of RA bill after approval of measurement & certification RA bill by EIC of EPI and balance 25% of payment shall be released upon receipt of corresponding payments (s) from the client Tamil Nadu Urban Habitat Development Board (formerly known as TNSCB). The Contractor shall have no claim on EPI in case the payments are delayed due to any reason whatsoever.

1.11.0 SPECIFICATIONS:

All works in general are to be carried out in accordance with the relevant Tamil Nadu PWD Specifications, high ways department, Tamil Nadu Detailed Standard Specification (TNDSS), Madras Detailed Standard Specification (MDSS), Indian standard Specifications and as per the special specifications separately attached with this tender.

1.12.0 INCOME TAXES AND DUTIES:

The following shall be also read in conjunction with clause no 12.0 of GCC:

1.12.1 The bidder/Contractor must be registered with GST and should have valid GSTIN number of the respective state of the project. Contractor's quoted price/rates shall be **inclusive of all taxes and duties but excluding GST @18%**. Contractor shall submit to EPI the GST compliant tax invoice/debit note/revised tax invoice on the basis of which EPI will claim the input tax credit in its return. Since this is a works contract, the GST rate shall be as applicable presently.

1.12.2 The bidder/contractor must submit as a compliance of GST Act, the invoices in GST compliant format.

1.12.3 GST charged in the tax invoice/debit note/revised tax invoice by the contractor shall be released separately to the contractor only after contractor files the outward supply details in GSTR-1 on GSTN portal and input tax credit of such invoice is matched with time of filing the monthly return. TDS under GST shall be deducted at prevailing rates on gross invoice value from the running bills).

1.13.0 LABOUR CESS

GCC CONDITION 13.00 STANDS GOOD.

1.14.0 ROYALTY CHARGES ON MATERIALS :

The following shall be also read in conjunction with clause no 14.0 of GCC:

The rate quoted by bidder shall be inclusive of all royalty / seigniorages. If any royalty/ fee is payable to local authority, such royalty/ fee shall also be borne by the Contractor. Disposal shall be carried out strictly as per the regulations of local authority. However, the above

materials shall not be removed out of Site premises without prior written authorization of the Project Manager.

The contractor shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary and shall allow inspection of the same by a duly authorized representative of EPI and shall also furnish such other information/document as EPI may require from time to time

The contractor shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary and shall allow inspection of the same by a duly authorized representative of EPI and shall also furnish such other information/document as EPI may require from time to time.

In case of any reduction in rate of taxes in future or the project getting exemption status prior to the last date of Bid submission or afterwards, the contractor shall pass on the benefit to EPIL immediately, failing which EPIL shall have the right to recover the differential amount from the amounts due to the contractor. Further in case of any increase in rate of taxes in future or the project losing exemption status prior to last date of bid submission or afterwards, the said increase of taxes shall be paid / reimbursed to the contractor, subject to the conditions that the client reimburses the said increased taxes to EPIL.

1.15.0 INSURANCE :

THE FOLLOWING SHALL BE ALSO READ IN CONJUNCTION WITH CLAUSE NO. 1 7.0 & 18.0 OF GCC:

WCP and CAR Policy for this scope of work is the responsibility of the CONTRACTOR. However EPI has already taken the policies, and the expenditure so incurred by EPI shall be recovered on pro-rate basis.

1.16.0 QUANTITY VARIATION:

Deviation limit shall apply to individual items (as per GCC Clause No: 69.1 – V a)) +/- 25 % is modified to +/- 100%.

1.17.0 Price Escalation/Adjustment:

Clause 16.0 of GCC stands good. Prices shall remain firm and fixed for the entire duration of the contract. No escalation on prices whatsoever shall be admissible.

1.18.0 Handing Over Of Site To Contractor After Joint Measurement: As the works are in various stages of completion, joint measurements are to taken along with EPI representative before start of Work; CONTRACTOR shall depute authorized engineer and all necessary manpower to take the joint measurement of incomplete works like reinforcement steel works/ Steel dowels, RCC Works including columns levels, slab executed, brick work executed, and electrical conducting works etc. as per site conditions. The joint measurement activity is part of the scope of work. Since time is of the essence CONTRACTOR has to deploy sufficient number of labour and engineers to complete the joint measurements for his scope of work within 10 days commencement of work.

1.19.0 Requirement of Technical Staff for the work:

In addition to Clause 27.0 of GCC, the following minimum Technical staff to be deployed/ engaged for the contract:

| Requirement of Technical Staff | | Minimum experience (Years) | Rate of Recovery |
|------------------------------------|--------|----------------------------|------------------------|
| Qualification | Number | | |
| Project Engineer (BE Civil) | 01 | 08 | Rs. 80,000/- per Month |
| Site Engineer (BE/ Diploma Civil) | 01 | 05/07 | Rs. 45,000/- per Month |

Note:(i) Man power/Resources need to be increased by Contractor as and when required by project.

(ii) Site supervisor/ Foremen/ Safety Stewards to be deployed as and when required at site.

1.20.0 FURNISHED OFFICE ACCOMMODATION & MOBILITY AND COMMUNICATION TO BE PROVIDED BY CONTRACTOR TO EPI:

1.20.1 The Sub-Clause 28.3 of the Clause No. 28 of General Conditions of Contract (GCC) is deleted.

1.20.2 In case of urgent EPI shall procure the same and the expenditure shall be recovered after placing the work order on contractor from RA bills.

1.21.0 LABOUR CAMP:

1.21.1 The Contractor shall be responsible for accommodation, feeding and sanitary necessities, for their employed persons. The Contractor shall make his own arrangement for labour camp for his labour. No labour camp shall be allowed inside the project site. Employer shall not provide land for labour camp.

1.21.2 In case, Employer may provide the Contractor with a space for building a temporary site office and/or warehouse, which shall not be used for housing any labour or supervisory force of the Contractor. Within 2 weeks of the completion of the Contract, the Contractor shall remove and hand over to Employer the space made available in a clean and tidy condition.

1.21.3 Colony / shelters to be constructed shall be situated at suitable heights where there is no danger of water (waste or rainy) accumulation; as such accumulated water ultimately leads to breeding ground for mosquitoes. Shelters constructed shall protect labourers / workers from rain, cold and heat. The material used for construction of shelters should be environmental and human health friendly. The size of the each shelter should be such that there is no cramping or overcrowding.

1.21.4 Electric supply should be provided at camps for illumination purpose. Adequate potable and other water for the use of the camp residents should be provided. The quantity shall be decided considering the number of persons residing in the camp. The provisions shall not be less than 10 liters of pure and wholesome water per head per day for drinking purposes and 100 liters of clean water per head per day for bath and washing purposes.

1.21.5 There should be proper access to the shelters. Labours residing at camp should be encouraged to maintain their camp clean by providing waste bins and waste disposal system. Facility should be created to drain out wastewater. Drainage of

camps/colony shall be connected to drainage system or soak tanks to avoid water accumulation.

- 1.21.6** Adequate toilets and washing facilities shall be provided for the labourers inside the camp. The Contractor shall make arrangement for conservancy and sanitation in the labour camps according to the rules of the local public health and medical authorities and shall generally follow the requirements of "Model Rules for the Protection of Health and Sanitary Arrangements for Workers" employed by C.P.W.D.
- 1.21.7** Safety & Health related posters shall be placed in the camp to increase safety and health awareness amongst the laborer. The Contractor shall at all times take the necessary precautions to protect the Contractor's Personnel residing at the camp from insect and pest nuisance, and to reduce their danger to health.
- 1.21.8** The Contractor shall comply with all the regulations of the local health authorities, including use of appropriate insecticide. First-aid facility shall be provided in the camp also few workers should be trained to render first-aid.
- 1.21.9** Recreation facilities should be provided in the camp to entertain labourers so that after hard work they remain in camp.
- 1.21.10** The Contractor shall implement a comprehensive and effective vector control programme for the camp site which shall include all necessary measures to prevent the camp site from becoming favorable to the breeding or harboring of mosquitoes or other vectors.
- 1.21.11** Vector control shall consist of : Checking for mosquito breeding at least once a week and Larvicide all stagnant water using insecticides or anti-mosquito oil at least once a fortnight.
- 1.21.12** Thermal fogging at least once a fortnight and if the Site is located within a malaria – sensitive area, residual spraying of the walls at monthly intervals shall be required. The Contractor shall comply with and pay all charges levied by any Government or Public Authority with jurisdiction on matters of pollution or hygiene.

1.22.0 LABOUR SAFETY PROVISION:

Clause no 22.0 of GCC stands good .

1.23.0 GENERAL:

- 1.23.1** Land for material yard shall be provided within the site premises after approval of Client or Consultant. In case, due to any reason land could not be available for the same purpose. In such case, contractor should arrange himself for the same purpose no claims shall be entertained in this regard.
- 1.23.2** The contractor / vendor has to stack adequate quantity of construction materials 15 days requirement. The required stacking arrangements including Sheds, yard as per CPWD norms shall be made by the contractor. No extra claims in this regard shall be entertained.
- 1.23.3** If necessary, the Design mix for plain cement concrete with minimum cement content as per specification has to be submitted by contractor / vendor from approved third party laboratory by client / consultant. For preparation of such design mixes, material shall be jointly collected by contractor / vendor and EPI,

Client / Consultant. If any additional cement required for achieve the designated strength of concrete, the contractor shall not be paid extra cost towards additional cement. Accordingly, contractor has to quote the rates. No extra payments shall be paid in this regard.

- 1.23.4** The contractor has to procure all the construction materials as per approved makes as mentioned in the client technical specifications in Volume – III.
- 1.23.5** The Contractor / Vendor has to co-ordinate with other civil contractors and EPI and Client / Consultant for smooth progress of work.
- 1.23.6** In case break down of any machinery contractor / vendor has to arrange alternate or standby machinery immediately at his own cost. No claims shall be permitted in this regard. If any expenditure / claims incurred by EPI due to break down of machinery shall be recovered from contractor / vendor bills.
- 1.23.7** The contractor has to execute water proofing works on turnkey execution basis through manufacturer or its in house subsidiary execution company and with 10 years composite warranty against leakages, to be provided by the principal manufacturer.
- 1.23.8** The contractor has to submit the documents pertaining leak-proof guarantee bond of waterproofing system on the on court fee stamp of Rs. 100/- or of appropriate value in the approved format for 10 years after completion & handing over the building shall be submitted to the owner.
- 1.23.9** The contractor has to submit monthly planning updated schedules by incorporating allocation of resources, cash flows, etc., and periodical updated Environmental, Social, Health and safety (ESHS) updated plan for client approval failing. If client impose any penalty noncompliance of the same, EPI shall recover the proportionate amount from the contractor bill.

1.24.0 COMPENSATION FOR DELAY:

Clause no 72.1 of GCC stands good.

1.25.0 CANCELLATION / DETERMINATION OF CONTRACT IN FULL OR PART

Clause no 72.2 of GCC stands good.

1.26.0 CONTRACTOR LIABLE TO PAY COMPENSATION EVEN IF ACTION NOT TAKEN

Clause no 72.3 of GCC stands good.

1.27.0 TIME ESSENCE OF CONTRACT & EXTENSION FOR DELAY

Clause no 72.4 of GCC stands good.

1.28.0 COMPLETION AND TAKING OVER

As soon as the project finally completed by the Contractor, EPI shall inform to TNSCB. TNSCB shall nominate a Board of Officers for checking/ verification of completed work as per the scope of work for final taking over the project.

A final certificate of rectification of all defects, pointed out by the handing over taking overboard shall be obtained by party.

1.29.1 FINAL BILL: The final bill will be submitted by the contractor within 90 days from the date of acceptance of completion of work accompanied by the following documents:

1.29.1 Completion certificate (or) Final Acceptance Certificate issued by the EPI / TNSCB specifying the handing over of the work including list of inventories (fittings & fixtures).

1.29.2 No claim certificate by the contractor.

1.29.3 Certified measurements.

1.29.4 All statutory approvals from various state / central govt. local bodies, if required for completion & handing over of the work as included in the scope of Contractor.

1.29.5 Manufacturer's guarantee of various machines / equipment's installed as part of works.

1.30 DISQUALIFICATION:

Clause No.9.12 of NIT stands good.

1.31 TERMINATION:

EPI GCC clause no.72.2 stands good.

1.32 FORCE MAJEURE :

EPI GCC clause no.75.0 stands good.

1.33 Dispute resolution:

General Conditions of Contract (GCC) Sub Clause no.76.0 stands good.

1.33.1 JURISDICTION:

Following shall be read in conjunction with GCC Clause no.76.0 as below:

The courts in Chennai alone will have jurisdiction to deal with matters arising from the contract.

1.34 PF & ESI CONTRIBUTION & RETURNS:

1.34.1 Contractor shall submit a copy of latest PF& ESI returns and inspection reports from statutory authorities along with a copy of challans for having deposited PF & ESI contributions every month.

1.34.2 PF & ESI Rate of interest and share contribution of employee and employer shall be as per Government of India latest Guidelines.

1.34.3 Contractor shall fully comply all other formalities as per the PF & ESI statutory provisions and submit a copy of the same for replying to Statutory authorities in case of any complaints.

- 1.34.4** It is the responsibility of contractor to undertake necessary care and make arrangement for transportation and treatment of his employee at ESI Hospital or any tie up hospitals of ESIC.
- 1.34.5** Contractor should assist and guide his employees for claiming lawful benefits from ESI.



Engineering Projects (India) Limited
(A Govt. of India Enterprise)



**GENERAL CONDITIONS OF
CONTRACT FOR CONSTRUCTION
WORKS (GCC) – 2024**



ENGINEERING PROJECTS (INDIA) LIMITED
(A Govt. of India Enterprise)

GENERAL_CONDITIONS_OF_CONTRACT-2024
FOR CONSTRUCTION WORKS



ENGINEERING PROJECTS (INDIA) LIMITED
(A Govt. of India Enterprise)

INDEX

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INDEX

VOLUME-I

| SL. NO. | DESCRIPTION | PAGE_NO. |
|----------------|---|-----------------|
| A | GENERAL_CONDITIONS_OF_CONTRACT | 01 |
| 1.0 | General | 01 |
| 2.0 | Site_Visit_and_Collecting_Local_Information | 02 |
| 3.0 | Scope_of_Work | 05 |
| 4.0 | Validity_of_Tender | 05 |
| 5.0 | Acceptance_of_Tender | 06 |
| 6.0 | Set_of_Tender_Documents | 06 |
| 7.0 | Earnest_Money_Deposit | 06 |
| 8.0 | Mobilization_Advance | 07 |
| 9.0 | Security_Deposit_cum_Performance_Guarantee | 08 |
| 10.0 | Retention_Money | 10 |
| 11.0 | Mobilization_of_Men,_Materials_&_Machinery | 10 |
| 12.0 | Income_Tax& GST | 12 |
| 13.0 | Labour Cess | 13 |
| 14.0 | Royalty_on_Materials | 14 |
| 15.0 | Rates_to_be firm | 14 |
| 16.0 | Escalation/Price_Variation | 15 |
| 17.0 | Insurance_of_Works | 15 |
| 18.0 | Insurance_under_Workmen's_Compensation_Act | 16 |

✓

| SL. NO. | DESCRIPTION | PAGE NO. |
|---------|---|----------|
| 19.0 | Third_Party_Insurance | 16 |
| 20.0 | Indemnity_against_Patent_Rights | 16 |
| 21.0 | Labour Laws to be complied with-by the_Contractor | 16 |
| 22.0 | Labour_Safety_Provision | 17 |
| 23.0 | Observance_of_Labour_Laws | 17 |
| 24.0 | Law_Governing_the_Contract | 17 |
| 25.0 | Laws,_Bye-Laws_relating_to_the_work | 18 |
| 26.0 | Employment_of_Personnel | 18 |
| 27.0 | Technical_Staff_for_work | 18 |
| 28.0 | Land for Labour Huts / Site Office & Storage_Accommodation | 19 |
| 29.0 | Watch_&_Ward_and_Lighting | 20 |
| 30.0 | Health_and_Sanitary_Arrangements | 20 |
| 31.0 | Workmen's_Compensation_Act. | 20 |
| 32.0 | Minimum_Wages_Act. | 20 |
| 33.0 | Labour_Records | 21 |
| 34.0 | Release of Security Deposit after Labour_Clearance | 21 |
| 35.0 | Secured_Advance_against_Non-Perishable Materials | 21 |
| 36.0 | Measurements_of_works | 22 |
| 37.0 | Payments | 24 |
| 38.0 | Work_on_Sunday,_Holidays_and_During_Night | 27 |
| 39.0 | No_Idle_Charges_towards_labour_or_P&M_etc. | 27 |
| 40.0 | Work to be executed in accordance with Specifications, Drawings,_Orders_etc. | 27 |

| SL. NO. | DESCRIPTION | PAGE_NO. |
|---------|--|----------|
| 41.0 | Direction_for_works | 28 |
| 42.0 | Order_of_Precedence_of_Documents | 28 |
| 43.0 | Time_Schedule_and_Progress | 29 |
| 44.0 | Water_and_Electricity | 30 |
| 45.0 | Materials_to_be_provided_by_the_Contractor | 30 |
| 46.0 | Schedule_of_Quantities/Bill_of_Quantities | 32 |
| 47.0 | Anti-termite Treatment and Waterproofing Treatment | 32 |
| 48.0 | India_Standards | 33 |
| 49.0 | Centering_and_Shuttering | 33 |
| 50.0 | Controlled Materials | 34 |
| 51.0 | Records_of_consumption_of_Cement_and_Steel | 34 |
| 52.0 | Materials_and_Samples | 35 |
| 53.0 | Tests_and_Inspection | 36 |
| 54.0 | Borrow_Areas | 37 |
| 55.0 | Bitumen_Work | 37 |
| 56.0 | Care_of_Works | 37 |
| 57.0 | Work_in_Monsoon_and_Dewatering | 37 |
| 58.0 | No Compensation for Cancellation / Reduction_of_Works | 38 |
| 59.0 | Restriction_of_Sub-letting | 38 |
| 60.0 | Prohibition of Un-authorized Construction & Occupation | 39 |
| 61.0 | Co-ordination_with_other_Agencies | 39 |
| 62.0 | Setting_out_of_the_works | 39 |



| SL. NO. | DESCRIPTION | PAGE_NO. |
|---------|--|----------|
| 63.0 | Notice_Before_Covering_up_the_work | 39 |
| 64.0 | Site_Clearance | 39 |
| 65.0 | Valuable_Articles_found_at_site | 40 |
| 66.0 | Materials obtained from Dismantlement to be Owners_property | 40 |
| 67.0 | Set_Off_of_Contractor's_Liabilities | 40 |
| 68.0 | Materials_procured_with_the_Assistance_of_EPI | 40 |
| 69.0 | Alteration_in_Specification,_Design_and_Drawing | 41 |
| 70.0 | Action and Compensation payable in case of_Bad_work | 44 |
| 71.0 | Possession_prior_to_Completion | 45 |
| 72.0 | Compensation_for_Delay_and_Remedies | 46 |
| 73.0 | Withholding_and_Lien_of_payments | 53 |
| 74.0 | Defect_&Liability_Period | 54 |
| 75.0 | Force_Majeure | 55 |
| 76.0 | Dispute Resolution | 55 |
| 77.0 | Suspension_of_Works | 56 |
| 78.0 | Termination_of_Contract_on_Death_of_Contractor | 56 |
| 79.0 | Clarification_after_Tender_Submission | 57 |
| 80.0 | Addenda/Corrigenda | 57 |
| 81.0 | Quality_Assurance_Programme | 57 |
| 82.0 | Approval_of_Temporary/Enabling_Works | 58 |
| 83.0 | Contract Co-ordination Procedures, Coordination_Meeting_and Progress Reporting | 58 |
| 84.0 | Contract_Agreement | 59 |

| SL. NO. | DESCRIPTION | PAGE_NO. |
|---------|---|----------|
| 85.0 | Manner_of_Execution_of_Agreement | 59 |
| 86.0 | Purchase_Preference_to_Public Sector Enterprises | 59 |
| 87.0 | Change_of_Firms'_constitution | 59 |
| 88.0 | Compliance_with_ISO_Procedures | 60 |
| 89.0 | Work Capital Capacity | 60 |
| 90.0 | Plantation_of_Tree | 60 |
| 91.0 | Third Party safety Audit | 60 |
| B | LABOUR_SAFETY_PROVISIONS | 62 |
| C | MODEL RULES FOR THE PROTECTION OF_HEALTH_AND SANITARY_ARRANGEMENT_FOR_WORKERS. | 68 |
| D | CONTRACTOR'S_LABOUR_REGULATION | 74 |
| E | Appendix A to L | 81 |
| F | Application_for_Extension_of_Time_I,II,III | 94 |
| G | Format of Earnest_Money_Deposit_Bank_Guarantee | 98 |
| H | Proforma for Insurance Surety Bonds In Lieu of Earnest Money Deposit | 99 |
| I | Format of Security_Deposit_Cum_Performance_Bank_Guarantee | 100 |
| J | Format of Security Deposit Cum Performance Guarantee In the Form of Surety Bond | 103 |
| K | Format of Advance_Bank_Guarantee | 107 |
| L | Format of Performance_Bank_Guarantee | 110 |
| M | Proforma_For_Indemnity_Bond_for_Secured_Advance | 113 |
| N | Proforma_For_Bank_Guarantee for_Anti-Termite Treatment | 116 |
| O | Proforma_For_Guarantee_Bonds_for_Anti-Termite_Treatment | 119 |



| SL. NO. | DESCRIPTION | PAGE_NO. |
|---------|---|----------|
| P | Proforma_For_Bank_Guarantee_For Waterproofing_Works | 120 |
| Q | Format of Guarantee to be Executed By Contractor For removal of Defects after Completion In Respect Of Water Proofing Works | 123 |
| R | Format of Agreement_Form | 125 |
| S | Proforma_For_Local Content Certificate For contracts value above Rs.10 Crores.LC1 | 128 |
| T | Proforma_For_Local Content Certificate For contracts value within Rs.10 Crores. LC2 | 129 |
| U | Integrity Pact -Applicable for value of Rs.10 Crore and above | 130 |
| V | Format of Indemnity Bond for Direct payment to subcontractor/vendor | 139 |
| W | Procedure for Technical, Quality, System HSE Audits at Construction sites | 141 |



GENERAL CONDITIONS OF CONTRACT

1.0 GENERAL

The Contract means the documents forming the Tender and acceptance thereof and the formal agreement executed between the Competent Authority on behalf of EPI and the Contractor, together with the documents referred to therein including these conditions, the Specifications, Designs, Drawings and Instructions issued from time to time by the Engineer-In-Charge and all relevant documents taken together, shall be deemed to form one Contract and shall be complementary to one another.

- 1.1 In the Contract, the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them.
- 1.2 Engineering Projects (India) Limited, hereinafter called 'EPI' proposes to get the works executed as mentioned in the Contract on behalf of Owner/ Client.
- 1.3 The work will be executed as per Drawings "GOOD FOR CONSTRUCTION" to be released by EPI unless otherwise specified elsewhere in the Tender Documents.

1.4 OTHER DEFINITIONS

- a) ENGINEER-IN-CHARGE means the Regional Office In-Charge of EPI himself or an engineer of EPI nominated by the Regional Office In-Charge for supervision and/or project management of the project from time to time.
- b) WORKS OR WORK The expression works or work shall unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the works by or by virtue of the Contract Contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional.
- c) CONTRACTOR The Contractor shall mean the individual, firm or company, whether incorporated or not, undertaking the works and shall include the legal personal representative of such individual or the persons composing such firm or company, or the successors of such firm or company and the permitted assignees of such individual, firm or company.
- d) DRAWINGS mean the Drawings referred to in the Bill of Quantities, specifications and any modifications of such Drawings or such other Drawings as may from time to time be approved or furnished by EPI.
- e) SITE means the lands and other places on, under, in or through which the works are to be executed or carried out and any other lands or places provided by EPI or used for the purpose of the agreement.
- f) APPROVAL means approved in writing including subsequent written confirmation of previous verbal approval.

- g) WRITING means any manuscript typed, written or printed statement under or over signature and/or seal as the case may be.
- h) MONTH means English Calendar month. 'Day' means a Calendar day of 24 Hrs each.
- i) CONTRACT VALUE means the sum for which the Tender is accepted as per the Agreement/ Letter of Acceptance/ Letter of Intent.
- j) LANGUAGE: All documents and correspondence in respect of this Contract shall be in English Language. In case of any discrepancy between the English version and the Hindi version of these documents, the provisions contained in the English version shall be applicable.
- k) BILL OF QUANTITIES or SCHEDULE OF QUANTITIES means the priced and completed Bill of Quantities or Schedule of Quantities forming part of the Tender.
- l) OWNER/ CLIENT / EMPLOYER means the Government, Organization, Authority, Company, Ministry, Department, Society, Cooperative etc. who has awarded the work/ project to EPI and/ or appointed EPI as Implementing / Executing Agency/ Project Manager and/ or for whom EPI is acting as an agent and on whose behalf EPI is entering into the Contract and getting the work executed.
- m) IMPLEMENTING/ EXECUTING AGENCY means EPI
- n) TENDER means the Contractor's priced offer to EPI for the execution and completion of the work and the remedying of any defects therein in accordance with the provisions of the Contract, as accepted by the Letter of Acceptance/ Letter of Intent. The word TENDER is synonymous with Bid and the word TENDER DOCUMENTS with "Bidding Documents" or "offer documents".
- o) The headings in the clauses/ conditions of Tender Documents are for convenience only and shall not be used for interpretation of the clause/ condition.
- p) Words imparting the singular meaning only also include the plurals and vice versa where the context requires. Words imparting persons or parties shall include firms and corporations and organizations having legal capacities.
- q) APPROVED INSURANCE COMPANY means any Insurance Company registered with 'Insurance Regulatory & Development Authority' (IRDA) of India and meeting insurance needs of the projects of EPI.

2.0 SITE VISIT AND COLLECTING LOCAL INFORMATION

Before tendering, the tenderer is advised to visit the Site, its surroundings to assess and satisfy themselves about the local conditions such as the working and other constraints at Site, approach roads to the Site, availability of water & power supply, applicability of taxes, duties and levies etc., nature of

ground, soil and sub-soil condition, underground water table level, accommodations they may require etc., river regime, river water levels, other details of river, streams & any other relevant information required by them to execute the complete scope of work. The tenderer may obtain all necessary information as to risks, weather conditions, contingencies & other circumstances (insurgencies etc.) which may influence or affect their tender prices. Tenderer shall be deemed to have considered Site conditions whether he has inspected it or not and to have satisfied himself in all respects before quoting his rates and no claim or extra charges whatsoever in this regard shall be entertained / payable by EPI at a later date.

2.1 ACCESS BY ROAD

Contractor, if necessary, shall build temporary access roads to the actual Site of construction for the works at his own cost to make the Site accessible. The Contractor shall maintain the same in motorable condition at all times as directed by Engineer-In-Charge at his own cost. The Contractor shall be required to permit the use of any roads so constructed by him for vehicles of EPI or any other agencies/ Contractors who may be engaged on the project Site, free of cost.

Non-availability of access roads or approach to Site, for the use of the Contractor shall in no case condone any delay in the execution of work nor be the cause for any claim for compensation.

2.2 HANDING OVER & CLEARING OF SITE

- 2.2.1 The Contractor should note that area for construction may be made available in phases as per availability and in conjunction with pace of actual progress of work at Site. The work may be required to be carried out in constrained situations. The work is to be carried out in such a way that the traffic, people movement, if any, is kept operative and nothing extra shall be payable to the Contractor due to this phasing / sequencing of the work. The Contractor is required to arrange the resources to complete the entire project within total stipulated time. Traffic diversion, if required, is to be done and maintained as per specification by the Contractor at his own cost and the Contractor shall not be entitled for any extra payment, whatsoever, in this regard.
- 2.2.2 Efforts will be made by EPI to handover the Site to the Contractor free of encumbrances. However, in case of any delay in handing over of the Site to the Contractor, EPI shall only consider suitable extension of time for the execution of the work. It should be clearly understood that EPI shall not consider any revision in Contract price or any other compensation whatsoever viz. towards idleness of Contractor's labour, equipment etc.
- 2.2.3 The Contractor shall be responsible for removal of all over-ground and underground structures (permanent, semi-permanent and temporary) and constructions from the Site. The cost to be incurred in this regard shall be

deemed to be included in the quoted rates of Bill of Quantities items and Contractor shall not be entitled for any extra payment whatsoever, in this regard. Old structures on the proposed Site, if required, shall be demolished by the Contractor properly. The useful material obtained from demolition of structures & services shall be the property of the Owner/EPI and these materials shall be stacked in workmanship like manner at the place specified by the Engineer- in-charge.

- 2.2.4 If required, the Contractor has to do site clearance, enabling work, barricading, diversion of Roads, shifting/ realignment of existing utility services, drains, nallahs etc. at his own cost as per direction of Engineer-In-Charge and the Contractor shall not be entitled for any extra payment whatsoever in this regard.
- 2.2.5 Necessary arrangements including its maintenance are to be made by the Contractor for temporary diversion of flow of existing drain and road, as the case may be. The existing drain, road would be demolished, wherever required, with the progress of work under the scope of proposed project. The existing Road and Drain, which are not in the alignment of the said project but are affected and/ or need to be demolished during execution for smooth progress of the project, shall be restored to its original status and condition (including black topping) by the Contractor at his own. The cost to be incurred by Contractor in these regards shall be deemed to be included in the quoted rates of the Bill of Quantities items and Contractor shall not be entitled for any extra payment whatsoever, in these regards.
- 2.2.6 The Contractor shall be responsible to co-ordinate with service provider/ concerned authorities for cutting of trees, shifting of utilities and removal of encroachments etc. and making the Site unhindered for completion of work. This shall include initial and frequent follow up meetings/ actions/ discussions with each involved service provider/ concerned authorities. The Contractor shall not be entitled for any additional compensation for delay in cutting of trees, shifting of utilities and removal of encroachments by the service provider/ concerned authorities.
- 2.2.7 The information about the public utilities (whether over ground or underground) like electrical/ telephone/ water supply lines, OFC Cables, sewer lines, open drains etc. is the responsibility of Contractor who has to ascertain the utilities that are to be affected by the works through the site investigation and collection of information from the concerned utility Owners.
- 2.2.8 The Contractor shall be responsible to obtain necessary approval from the respective authorities for shifting/ re-alignment of existing public utilities. EPI shall only provide necessary letters required for liaisoning by the Contractor in obtaining the approval from the concerned authorities.
- 2.2.9 Any services affected by the works must be temporarily supported by the Contractor who must also take all measures reasonably required by the various bodies to protect their services and property during the progress of works. It shall be deemed to be the part of the Contract and no extra payment shall be made to the Contractor for the same. Shifting/ re-alignment of public utilities should be done without disturbing the existing one. New service lines



should be laid and connected before dismantling the existing one.

- 2.2.10 Shifting/ re-alignment of existing public utilities shall be done by the Contractor as per technical requirement of respective bodies or as per direction of Engineer-In-Charge. Shifting/ re-alignment of public utilities includes all materials, labours, tools and plants and any other expenses whatsoever for the same. The cost to be incurred in this regard shall be deemed to be included in his quoted rates of BOQ items and the Contractor shall not be entitled for any extra payment, whatsoever, in this regard. In case any of these services are shifted by the State Govt./ local authorities themselves for which deposit as per their estimates is to be made to them, the Contractor shall deposit the same and the Contractor shall be paid only at the rates quoted by him in BOQ for quantity specified in the BOQ, if such items are included in the BOQ irrespective of amount paid by him to the State Govt./ local authorities for execution of these works. In case such provision is not made in the BOQ or the quantity exceeds those specified in the BOQ, the same is deemed to be included in the rates quoted by him for other items in BOQ and nothing extra shall be payable to Contractor on this account.

3.0 SCOPE OF WORK

- 3.1 The scope of work covered in this Tender shall be as per the Bill of Quantities, Specifications, Drawings, Instructions, Orders issued to the Contractor from time to time during the pendency of work. The Drawings for this work, which may be referred for tendering, provide general idea only about the work to be performed under the scope of this Contract. These may not be the final drawings and may not indicate the full range of the work under the scope of this Contract. The work will be executed according to the Drawings to be released as "GOOD FOR CONSTRUCTION" from time to time by the Engineer-In-Charge of EPI and according to any additions/ modifications/ alterations/deletions made from time to time, as required by any other drawings that would be issued to the Contractor progressively during execution of work. It shall be the responsibility of the Contractor to incorporate the changes that may be in the scope of work, envisaged at the time of tendering and as actually required to be executed.
- 3.2 The quantities of various items as entered in the "BILL OF QUANTITIES" are indicative only and may vary depending upon the actual requirement. The Contractor shall be bound to carry out and complete the stipulated work irrespective of the variation in individual items specified in the Bill of Quantities. The variation of quantities will be governed as per clause No. 69 of GCC.

4.0 VALIDITY OF TENDER

The validity of offer(s) submitted by Tenderer shall be ninety (90) days from the last date of submission of the Tender. The earnest money will be forfeited without any prejudice to any right or remedy, in case the Contractor withdraws his offer(s) during the validity period or in case he changes his offer to his benefits, which are not acceptable to EPI. The validity period may be extended on mutual consent.

5.0 ACCEPTANCE OF TENDER

EPI reserves to itself the Authority to reject any or all the Tenders received without assigning any reason. The acceptance of a Tender shall be effective w.e.f. the date on which the e-mail/ letter of intent or acceptance of the Tender is put in the communication by EPI. EPI also reserves the right to split the work among two or more parties at lowest negotiated rate without assigning any reason thereof. The Contractor is bound to accept the portion of work as offered by EPI after split up at the quoted/ negotiated rates.

6.0 SET OF TENDER DOCUMENTS:

The following documents will complete a set of Tender Documents.

- A) VOLUME I :
 - a) Notice Inviting Tenders & Instructions to tenderers
 - b) General Conditions of Contract
 - c) Additional Conditions of Contract
- B) VOLUME II :
 - a) Technical Specifications, Bill of Quantity
 - b) Tender Drawings
- C) VOLUME III :
 - a) Schedule of Rates/ Bills of quantities (Price-Bid)

7.0 EARNEST MONEY DEPOSIT

Earnest Money Deposit (EMD) of amount as mentioned in "Memorandum" to "Form of Tender" required to be submitted along with the Tender shall be in the form of Demand Draft payable at place as mentioned in "Notice Inviting Tender" in favour of 'Engineering Projects (India) Limited' from any Nationalized bank / Scheduled Bank or in the form of Bank Guarantee from any Nationalized bank / Scheduled Bank as per the enclosed format or Insurance Surety Bond or Online Mode in acceptable format. The EMD shall be valid for minimum period of 150 days (One hundred fifty Days) from last day of submission of Tender.

- 7.1 Any tender received without requisite Earnest Money Deposit (EMD) along with 'Letter of Undertaking' shall be rejected and such tenderer(s) shall be considered non-responsive bids.
- 7.2 The EMD of all unsuccessful tenderers shall be returned after the opening of price bids by EPI. EMD of successful tenderer shall be refunded after submission of Security Deposit cum Performance Guarantee by him.
- 7.3 Once the tenderer has given an unconditional acceptance to the tender conditions in its entirety, he is not permitted to put any remark(s)/conditions(s)

(except unconditional rebate on price, if any) in/ along-with the Tender.

7.4 In case the condition 7.3 mentioned above is found violated at any time after opening of Tender, the Tender shall be summarily rejected and EPI shall, without prejudice to any other right or remedy, be at liberty to forfeit the full said Earnest Money absolutely.

7.5 No interest will be payable by EPI on the said amount covered under EMD/Other security documents.

7.6 At any time after the due date of the Tender, if any tenderer alters /modifies/withdraws his tender within the validity period (or the extended validity period) of his tender or fails to furnish the "Security Deposit cum Performance Guarantee" or the "Additional Performance Guarantee" or fails to execute the "Contract Agreement" within the prescribed time period after the placement of LOI on him, EPI without prejudice to any other rights or remedies shall be at liberty to forfeit the Earnest Money deposited by the tenderer. In the event of retender, such tenderer shall not be allowed to submit tender.

8.0 MOBILIZATION ADVANCE

8.1 Mobilisation Advance payments up to the maximum amount specified in the Memorandum to the Form of Tender shall be made to the Contractor upon submission of an irrevocable and unconditional bank guarantee from a nationalised or scheduled bank for an amount equal to 110% of the mobilisation advance. The guarantee must be in accordance with the proforma given in the attachment, subject to the conditions set out below. The mobilisation advance shall be granted at the interest rate specified in the memorandum accompanying the tender form. This advance shall be disbursed in three installment , as follows:-

- i. The initial installment of 50% (fifty percent) of the total mobilisation advance shall be paid after the fulfilment of the following conditions:
 1. The submission of the security deposit cum performance guarantee.
 2. The signing of the agreement.
- ii. The second installment of 25% (twenty-five percent) of the total mobilisation advance shall be paid after the establishment of a site office and the provision of the Contract, and the completion of enabling works required for the commencement of construction. These include the construction of a store and labour hutments, among other things.
- iii. The remaining balance may be paid upon certification by the engineer of the Contractor's achievement of a financial progress of 10 (ten) percent of the Contract price.

8.2 Recovery of such sums advanced shall be made by the deduction from the Contractors bills commencing after first Ten percent (10%) of the gross value of the work is executed and paid, on pro-rata percentage basis to the gross value of the work billed beyond 10% in such a way that the entire advance is recovered by the time eighty percent (80%) of the gross value of the Contract is executed and paid, together with interest due on the entire outstanding amount

upto the date of recovery of the installment.

- 8.3** Part 'Bank Guarantees' (BGs) against mobilization advance shall be furnished in as many numbers as the number of recovery installment as given in "Memorandum" to the "Form of Tender" and should be equivalent to the amount of each recovery instalment. At any point of time, if the Contractor's payable amount on account of work done is not available with EPI or the amount payable is less than the recovery installment, recovery of such advance shall be effected by encashing the BG of equivalent recovery amount. The decision of EPI in this regard shall be final and binding on the Contractor. The validity period for the part BGs shall be till three months after the end of the month in which instalment is due to be recovered with further three months claim period.
- 8.4** In case recovery of Mobilization Advance is delayed, interest shall be charged @12% (Twelve percent) per annum on delayed recoveries due to late submission of bills by the Contractor or due to delayed encashment of Bank Guarantee, as stated above or due to any other reasons whatsoever.
- 8.5** Contractor is required to furnish the Utilization Certificate for each instalment of mobilization advance to the satisfaction of Engineer-In-Charge. Subsequent installment of mobilization advance shall be released only after getting satisfactory utilization certificate from the Contractor for the earlier released installment.
- 8.6** Notwithstanding what is contained in aforesaid clauses, no mobilization advance whatsoever shall be payable, if payment of mobilization advance is not mentioned in the "Memorandum" to the "Form of Tender".

9.0 SECURITY DEPOSIT CUM PERFORMANCE BANK GUARANTEE

Within 21 (Twenty-One) days from the date of issue of Letter of Acceptance/ Letter of Intent or within such extended time as may be granted by EPI in writing, the Contractor shall submit to EPI a Performance Security in the form Bank Guarantee (format enclosed), from any Nationalized bank / Scheduled Bank / Commercial Bank or in the form of Insurance Surety Bonds (format enclosed) or Account Payee Demand Draft or online Payment in an acceptable form.

The value of the Performance Security shall be as specified in the Memorandum to the Form of Tender for the due and proper execution of the Contract. This Performance Security if submitted in the form of bank guarantee or Insurance Surety Bond (ISB) shall remain valid up to 90 (ninety) days after the end of defects liability period.

However, a penal rate of interest @ 12% per annum shall be charged for the delay in submission of SDPG after 21 days beyond the time as may be granted by EPI in writing.

In case the Contractor fails to submit the Security Deposit cum Performance Guarantee of the requisite amount within the stipulated period or extended period, Letter of Acceptance/ Letter of Intent will stand withdrawn and EMD of

Contractor shall be forfeited.

9.1 ADDITIONAL PERFORMANCE GUARANTEE FOR EXISTING CONTRACTORS

In case bidder is a working Contractor of EPI at the time of issuance of Letter of Acceptance/ Letter of Intent for the work, the bidder has to furnish an additional Performance Guarantee of 1% (One Percent) of the Contract Value of the work, in case working capacity of the bidder is less than the aggregate of balance work-load of all the works of the bidder with EPI as on date of placement of LOI for this work. The balance workload shall also include the value of work awarded but not yet started and finally approved value of this work. This additional Performance Guarantee shall be in addition to the Security Deposit cum Performance Guarantee of the works to be furnished by the bidder as specified in the clause no. 9 of General Conditions of Contract. Further, no relaxation in Security Deposit cum Performance Guarantee as in clause no. 9 of General Conditions of Contract shall be made in case working capacity works-out to be more than the balance value of works as mentioned above. The working capacity of the Contractor shall be calculated as under:

WORKING CAPACITY = 2.5 X (Average Turnover of the party as per latest three audited Balance Sheets).

NOTE: The decision of amount of additional Performance Guarantee as above shall be taken by EPI and shall be final & binding to the Contractor.

In case the Contractor fails to submit the additional performance guarantee of therequisite amount within 21 days from the date of issue of letter of Acceptance or within such extended time as may be granted by EPI in writing, the letter of Acceptance/ Letter of Intent will stand withdrawn and EMD of the Contractor shall be forfeited.

9.2 ABNORMALLY HIGH AND LOW RATED ITEMS

For item rate tenders if, the rates quoted by the lowest bidder for certain items of the Bill of Quantities of the Tender are found to be abnormally high or low in comparison to the Market Rate analysis of the item done by EPI and/or in comparison to EPI's method of working out market rate justification for the items, the same shall be governed as under: -

For Abnormally High Rated items (AHR), the progressive payment shall be 80% (Eighty percent) of the payment due to the Contractor against execution of the AHR items. The balance withheld 20% (twenty percent) payment shall be released after 80% of total value of the original Contract is completed in financial terms in order to ensure that the Abnormally Low Rated (ALR) items identified at the time of Award of work have been executed as per requirement of project and as per terms of Contract. Further, deviation limit for AHR items shall be nil on plus side and 100% on minus side. The provision of deviation limit of clause 69.1(v) shall not apply to AHR items. In case of deviation of quantities given in

schedule of quantities for AHR items on plus side, the same shall be governed by clause 69.2. The decision of Engineer-In-Charge of EPI in this regard shall be final and binding on the Contractor.

The decision of EPI on identification/marketing of AHR and ALR items is final and binding on the Contractor. In case the Contractor does not agree to the identified AHR and ALR items, at the time of award of works, the EMD/Security Deposit cum Performance Guarantee of the Contractor shall be forfeited and decision of EPI in this regard shall be final & binding on the Contractor.

In case of Abnormally Low Bid, EPI may in such cases seek written clarifications from the bidder, including detailed price analyses of its bid price in relation to scope, schedule, allocation of risks and responsibilities, and any other requirements of the bids document. If after evaluating the price analyses, EPI determines that the bidder has substantially failed to demonstrate its capability to deliver the Contract at the offered price, the Procuring Entity may reject the bid/ proposal and forfeit the EMD.

The provision of para 9.2 shall not be applicable on tenders invited on Percentage Rate/lump Sum basis/ EPC basis.

10.0 RETENTION MONEY

The Retention Money shall be deducted from each running bill of the Contractor at 5% (five percent only) of the gross value of the Running Account bill. The Earnest Money Deposited by the tenderer in the form of Demand Draft will be treated as part of the Retention Money. The Retention Money shall be refunded to the Contractor after expiry of defects liability period (referred to in Clause No. 74) or on payment of the amount of the final bill whichever is later.

If the amount of Retention Money deduction in cash is more than Rs.10.00 lakhs (Rupees Ten lakhs only), the excess amount can be refunded to Contractor against submission of Bank Guarantee of equivalent amount from a Nationalized bank / Scheduled Bank in the prescribed proforma of Performance Guarantee of EPI.

11.0 MOBILIZATION OF MEN, MATERIALS AND MACHINERY:

- 11.1** All expenses towards mobilization at Site and de-mobilization including bringing in equipment, work force, materials, dismantling the equipment, clearing the Site etc. shall be deemed to be included in prices quoted and no separate payment on account of such expenses shall be entertained.
- 11.2** It shall be entirely the Contractor's responsibility to provide, operate and maintain all necessary construction equipment, scaffoldings and safety gadget, lifting tackles, tools and appliances to perform the work in a workman like and efficient manner and complete all jobs as per the specifications and within the schedule time of completion of work. Further, Contractor shall also be responsible for obtaining temporary electric and water connection for all purposes. The Contractor shall also make standby arrangement for water &

electricity to ensure un-interrupted supply.

- 11.3** It shall be the responsibility of the Contractor to obtain the approval for any revision and/ or modification desired by him from EPI before implementation. Also such revisions and/or modifications if accepted / approved by EPI shall be carried at no extra cost to EPI.
- 11.4** The procurement and supply in sequence and at the appropriate time of all materials and consumable shall be entirely the Contractor's responsibility and his rates for execution of work shall be inclusive of supply of all these items.
- 11.5** It is mandatory for the Contractor to provide safety equipment and gadgets to its all workers, supervisory and Technical staff engaged in the execution of the work while working. The minimum requirement (but not limited to) shall be gumboots, safety helmets, Rubber hand gloves, facemasks, safety nets, belts, goggles etc. as per work requirements. Sufficient nos. of these equipment and gadgets shall also be provided to EPI by the Contractor at his own cost for use of EPI Officials and/ or workforce while working/ supervision at Site. No staff/ worker shall be allowed to enter the Site without these equipment/ gadgets. The cost of the above equipment/ gadgets are deemed to be included in the rates quoted by the Contractor for the items & works as per Bill of Quantities and Contractor shall not be entitled for any extra cost in these regard. The above norm is to be strictly complied with at Site. In case the Contractor is found to be deficient in providing Safety Equipment/ Gadgets in the opinion of Engineer-In-Charge, the Engineer- In-Charge at his option can procure the same at the risk & cost of Contractor and provide the same for the use of worksite and shall make the recoveries from the bills of the Contractor for the same. The decision of the Engineer-In-Charge shall be final and binding on Contractor in this regard.
- 11.6** All Designs, Drawings, Bill of Quantities, etc. (except Bar Bending Schedule, Shop & Fabrication Drawings) for all works shall be supplied to the Contractor for all buildings services and development works by EPI in phased manner as the works progress. However it shall be the duty and responsibility of the Contractor to bring to the notice of EPI in writing as to any variation, discrepancy or any other changes required and to obtain revised drawings and designs and / or approval of EPI in writing for the same.
- 11.7** One copy of Contract documents including Drawings furnished to the Contractor shall be kept at the Site and the same shall at all reasonable times be available for inspection.
- 11.8** All materials, construction plants and equipment etc. once brought by the Contractor within the project area, will not be allowed to be removed from the premises without the written permission of EPI. Similarly all enabling works built by the Contractor for the main construction undertaken by him, shall not be dismantled and removed without the written Authority of EPI.
- 11.9** Contractor shall have to prepare the Bar Bending Schedule, Shop and Fabrication Drawings free of cost, if required for any of the items of work. Five copies of these Drawings each including for revision will be submitted to EPI for approval. Before executing the item, Bar Bending Schedule, Shop & Fabrication

Drawings should be got approved from EPI.

12.0 INCOME TAX & GST:

12.1 Contracts to be Inclusive of all Taxes/Duties including GST:

The rates quoted by the Contractor shall be deemed to be inclusive of all taxes, duties, cess and statutory levies payable under any law (as applicable on the date of submission of bid) by the Contractor in connection with execution of the Contract.

12.2 Variation in Taxes/Duties & Imposition of New Taxes/Duties:

In case of any reduction in rate of GST or other taxes in future or the project getting exemption status starting from seven days prior to the last date of bid submission or afterwards, the subContractor shall pass on the benefit to EPI immediately, failing which EPI shall have the right to recover the differential amount from the amounts due to the sub-Contractor. Further, in case of any increase in rate of GST or other taxes in future or the project losing exemption status w.e.f. seven days prior to last date of bid submission or afterwards, the said increase of taxes shall be paid / reimbursed to the subContractor, subject to the condition that the client also reimburses the said increased taxes to EPI.

Further, the imposition of any new taxes, duties, levies etc during the currency of the Contract shall be borne by Contractor and shall not be paid or reimbursed to the Contractor by EPI unless the same is received from the client.

12.3 Payment of Taxes/Duties & Adherence to procedural requirements under various enactments:

Notwithstanding anything contained above, the Contractor shall ensure payment of appropriate taxes, excise duty, custom duty, royalty, cess, levy and other taxes or duties etc. which may be levied by local/state/central government from time to time on all goods and services which may be used for the execution of work made under the Contract. The Contractor shall issue e-invoice/tax invoice having all the particulars prescribed under the applicable provisions of the GST law including description of goods/services, rate and amount of tax paid or payable on the supplies made under the Contract, so that EPI is able to avail Input Tax Credit ('ITC') wherever permissible. The Contractor shall comply with all applicable provisions of GST law including the circulars, notifications & instructions issued from time to time by the Government. The Contractor shall discharge his obligations for payment of taxes, filing of returns on or before the due dates etc. under the appropriate provisions of law in respect of all the taxes, duties, levies, cess, etc. EPI has the right to seek necessary evidence that the Contractor is registered under the law and is duly discharging its obligations under the various tax laws, enabling EPI to avail ITC. In the event of non-payment/default in payment of any taxes, duties, levies etc by Contractor, EPI reserves the right to withhold the dues/payments of Contractor.

12.4 Uploading of Invoice details on GST portal:

As per Section 16 of CGST Act read with Rule 36(4) of CGST Rules (as

amended from time to time) and the corresponding restrictions on the eligibility of ITC, it is important that the respective Vendor/Supplier/Contractor (hereinafter termed as 'Supplier') reports the details of outward supplies in its FORM GSTR-1, on timely basis, to facilitate auto-population of details in FORM GSTR-2A/2B at EPI's end. In case, such details are not auto-populated in FORM GSTR-2A/2B of EPI, due to fault/mistake/delay at Supplier's end, EPI will not disburse the GST component to the respective Supplier. In other words, only when the Supplier discloses the details of outward supplies in its FORM GSTR-1 and the corresponding ITC gets auto-populated in FORM GSTR-2A/2B, EPI will be in a position to avail ITC and consequently disburse the tax component to the Suppliers. Any GST component, even if already disbursed by EPI, would be recoverable by EPI as a deduction from future bills or by any other means as per the Contractual terms in case of any adverse action by GST Authorities on EPI.

12.5 Obtaining Registrations under various applicable Enactments:

The Contractor should obtain registration under the applicable enactment levying tax/ levy/cess on supply of goods or services.

12.6 Liability of Interest / Penalty under various Enactments:

In case EPI has to bear any liability (like interest / penalty etc) due to denial/reversal/delay of input tax credit in respect of the invoice submitted by the Contractors/vendors, for the reason attributable to the Contractors/vendors, the same shall be recovered from the RA Bills/bills of the Contractors/vendors.

12.7 Tax Deduction at Source:

- a. EPI will deduct GST at source at the applicable rates in case transactions under the Contract are liable to GST deduction at source as per the prevailing provisions of GST Law.
- b. Income tax deductions shall be made from all payments made to the Contractor including advances against work done, in accordance with the Income Tax act prevailing from time to time.

12.8 E-way Bill:

The Contractor shall be responsible for the issuance of E-way bill and other compliances relating to e-way bill as per GST law.

12.9 Other Charges:

Stamp duty and registration charges, if any, payable on the executed Contract document, shall be borne by the Contractor.

13.0 LABOUR CESS:

The rates of the Contractor shall be inclusive of labour cess. EPI shall make a recovery @ 1% on account of labour cess from each RA bill of the Contractor and labour cess so recovered/deducted shall be deposited (if required) with the Labour Board of the concerned state.

Every Contractor, sub-Contractor, affiliates, their legal assigns or heirs as the

case may, shall be responsible for adherence to The Buildings and Other Construction Workers (Regulation of Employment and Conditions of Service) Act, 1996 and The Building and Other Construction Workers' Welfare Cess Act, 1996.

The Contractor shall also be responsible for maintaining register of beneficiaries i.e. the workers in such form & the same shall be kept open at all reasonable times for inspection of relevant Authority and officials of client / EPI.

In the event of Contractor failing to comply with the above clause(s) in part or in full, EPI, without prejudice to any other rights or remedy available under law or any other clause(s) of Contract, shall be at absolute liberty to forfeit any sum or sums that are payable or could become payable on account of execution of Contract work and decision of Engineer-in-charge shall be final & binding in this regard on the Contractor.

14.0 ROYALTY ON MATERIALS:

The Contractor shall deposit royalty / seignories charges and obtain necessary permit for supply of bajri, stone, kankar, sand, etc. from the local authorities and quoted rates shall be inclusive of royalty.

15.0 RATES TO BE FIRM

15.1 The rates quoted by the tenderer shall be firm and fixed for the entire period of completion and till handing over of the work. No revision to rates or any escalation shall be allowed on account of any increase in prices of materials, labour, POL and Overheads etc or any other statutory increase during the entire Contract period or extended Contract period.

15.2 The Contractor shall be deemed to have inspected the Site, its surrounding and acquainted itself with the nature of the ground, accessibility of the Site and full extent and nature of all operations necessary for the full and proper execution of the Contract, space for storage of materials, construction plant, temporary works, restrictions of working time, restrictions on the plying of heavy vehicles in area, supply and use of labour, materials, plant, equipment and laws, rules and regulations, if any, imposed by the local authorities.

15.3 The rates and prices to be tendered in the Bill of Quantities are for completed and finished items of works complete in all respects. It will be deemed to include all construction plant, labour, supervision, materials, transport, all temporary works, erection, maintenance, Contractor's profit and establishment/overheads, together with preparation of designs & drawings pertaining to casting yard, shop drawing, fabrication drawing (if required), staging form work, stacking yard, etc. all general risk, taxes, royalty, duties, cess, octroi and other levies, insurance, liabilities and obligations set out or implied in the Tender Documents and Contract.

15.4 Unless otherwise specified in the Bill of Quantities (BOQ), the Contractor has to make his own arrangement for dewatering/ bailing out of water, effluent including

strutting, shoring etc at every stage of work wherever required (including Tunnel work) including working under foul condition as per direction of Engineer-In-Charge at his own cost and the Contractor shall not be entitled for any extra payment, whatsoever, in this regard.

- 15.5** If required to make work site suitable for execution, Contractor shall have to clear jungle including of rank vegetation, grass, trees etc., clear & clean existing drains/ canals (including strutting, shoring and packing cavities) and dispose them out of the Site up-to any lead and lift as per direction of Engineer-In-Charge. The Contractor should inspect the Site of work from this point of view. Unless otherwise specified in the Bill of Quantities, the cost to be incurred in this regard shall be deemed to be included in his quoted rates of BOQ items and the Contractor shall not be entitled for any extra payment in this regard.
- 15.6** If any temporary/ permanent structure is encountered or safety of such structure in the vicinity is endangered due to execution of the project, the Contractor has to protect the structures by any means as per direction of Engineer - in - Charge. If any damage caused to any temporary or permanent structure(s) in the vicinity is caused due to execution of the project, the Contractor has to make good the same by any means as per direction of Engineer - in - Charge. The Contractor should inspect the Site of work from this point of view. The cost to be incurred in this regard shall be deemed to be included in his quoted rates of BOQ items and the Contractor shall not be entitled for any extra payment in this regard.

16.0 ESCALATION / PRICE VARIATION

No claim on account of any Price Variation / Escalation on whatsoever ground shall be entertained at any stage of works. All rates as per Bill of Quantities (BOQ)/Price-Bid quoted by Contractor shall be firm and fixed for entire Contract period as well as extended period for completion of the works. No escalation/price variation clause shall be applicable on this Contract.

17.0 INSURANCE OF WORKS ETC.

Contractor is required to take Contractor's All Risk Policy or Erection All Risk Policy (as the case may be) including Marine Insurance from an Approved Insurance Company in the joint name with EPI and bear all costs towards the same for the full period of execution of works including the defect liability period for the full amount of Contract against all loss or damage from whatever cause arising for which he is responsible under the terms of the Contract and in such manner that EPI and the Contractor are covered during the period of construction of works and/or also covered during the period of defect liability for the loss or damage as under:

- a. The work and the temporary works to the full value of such works.
- b. The materials, construction plant, centring, shuttering and scaffolding materials and other things brought to the Site for their full value. Whenever required by EPI, the Contractor shall produce the policy or the

policies of insurance and the receipts for payment of the current premiums.

The Contractor is required to submit the original policy document and the receipt for payment of the current premium to EPI.

18.0 INSURANCE UNDER WORKMEN'S COMPENSATION ACT

Contractor is required to take insurance cover as per requirement of the Workmen's Compensation Act, 1923 amended from time to time from an Approved Insurance Company and pay premium charges thereof. Wherever required by EPI the Contractor shall produce the policy or the policies of Insurance and the receipt of payment of the current premiums.

19.0 THIRD PARTY INSURANCE

Contractor is required to take third party insurance cover for an amount of 5% (five percent) of Contract Value from an Approved Insurance Company for insurance against any damage, injury or loss which may occur to any person or property including that of EPI, arising out of the execution of the works or temporary works. Wherever required by EPI the Contractor shall produce the policy or the policies of Insurance and the receipt of payment of the current premiums.

In case of failure of the Contractor to obtain insurance for works, insurance under Workman Compensation Act and Third Party insurance as described above within one month from the date of commencement of work, running account payments of the Contractor shall be withheld till such time the aforesaid insurance covers are obtained by the Contractor.

20.0 INDEMNITY AGAINST PATENT RIGHTS

The Contractor shall fully indemnify EPI from and against all claims and proceedings for or on account of any infringement of any patent rights, design, trademark or name or other protected rights in respect of any construction plant, machine, work or material used for in connection with the works or temporary works.

21.0 LABOUR LAWS TO BE COMPLIED WITH BY THE CONTRACTOR

The Contractor shall obtain a valid license under the Contract labour (Regulation & Abolition) Act 1970 and the Contract Labour Act (R&A) Central Rules 1971 and amended from time to time, and continue to have a valid licence until the completion of the work including defect liability period. The Contractor shall also abide by the provision of the child labour (Prohibition and Regulation) Act. 1986 and as amended from time to time. Any failure to fulfil this requirement shall attract the penal provisions of this Contract arising out of the resultant non-

execution of the work.

The Contractor shall comply with the provisions of the payment of Wages Act, 1936, Minimum Wages Act, 1948, Employer's Liability Act, 1938, Workmen's Compensation Act, 1923, Maternity Benefit Act, 1961 and Mines Act -1932, Industrial Disputes Act, 1947 or any modifications thereof or any other law relating thereto and rules made there under from, time to time.

21.1 No labour below the age of 18 years shall be employed on the work.

22.0 LABOUR SAFETY PROVISION

The Contractor shall be fully responsible to observe the labour safety provisions.

23.0 OBSERVANCE OF LABOUR LAWS

23.1 The Contractor shall be fully responsible for observance of all labour laws applicable including local laws and other laws applicable in this matter and shall indemnify and keep indemnified EPI against effect of non-observance of any such laws. The Contractor shall be liable to make payment to all its employees, workers and sub-Contractors and make compliance with labour laws. If EPI or the Client/ Owner/ Employer is held liable as "Principal Employer" to pay any amount or contributions etc. under legislation of Govt. or Court decision in respect of the employees of the Contractor, then the Contractor would reimburse the amount of such payments, contribution etc. to EPI and/ or same shall be deducted from the payments, Retention Money etc. of the Contractor.

23.2 The Contractor shall submit proof of having valid EPF registration certificate. In absence of the said certificate payment to the extent of 4.70% (four point seven percent) of the value of all the Running Account bills may be withheld by EPI and shall be released only after the production of the EPF registration certificate from the concerned authorities. If it is incumbent upon EPI to deposit withheld amount with EPF authorities, the withheld amount shall be deposited by EPI with EPF authorities. In such a case EPI shall not refund this withheld amount to the Contractor even after the production of EPF registration certificate.

23.3 The Contractor shall be liable to pay cess levied under the Building and other Construction Workers Welfare Cess Act, 1996, at such rates as may be notified by the Government from time to time. EPI shall deduct at source from every Running Account Bill of the Contractor, the said cess, at such rates for the time being prevailing, which shall not exceed 2% (two percent) but not be less than 1% (one percent) of the cost of construction incurred by EPI.

24.0 LAWS GOVERNING THE CONTRACT

This Contract shall be governed by the Indian Laws for the time being in force and amended from time to time.

25.0 LAWS, BYE LAWS RELATING TO THE WORK

The Contractor shall strictly abide by the provisions, for the time being in force, of law relating to works or any regulations and bye laws made by any local Authority or any water & lighting agencies or any undertakings within the limits of the jurisdiction of which the work is proposed to be executed. The Contractor shall be bound to give to the authorities concerned such notices and take all approvals as may be provided in the law, regulations or bye laws as aforesaid, and to pay all fees and taxes payable to such authorities in respect thereof.

26.0 EMPLOYMENT OF PERSONNEL

26.1 The Contractor shall employ only Indian Nationals as his representatives, servants and workmen after verifying their antecedents and loyalty. He shall ensure that no personnel of doubtful antecedents & integrity and any other nationality in any way are associated with the works.

26.2 EPI shall have full power to get removed immediately any representative, agent, servant and workmen or employees of the Contractor on account of misconduct, negligence or incompetence or whose continued employment may in the opinion of the Engineer-In-Charge be undesirable without assigning any reason for the removal. The Contractor shall not be allowed any compensation on this account whatsoever.

27.0 TECHNICAL STAFF FOR WORK

27.1 The Contractor shall employ at his cost the adequate number of technical staff during the execution of this work depending upon the requirement of work. For this purpose the numbers to be deployed, their qualification, experience as decided by EPI shall be final and binding on Contractor. The Contractor shall not be entitled for any extra payment in this regard. The technical staff should be available at Site, whenever required by EPI to take instructions.

27.2 Within 15 days from the date of Letter of Acceptance/ Letter of Intent, the Contractor shall submit a site organizational chart and Resume including details of experience of the Project-in-Charge and other staff proposed by him and shall depute them on the Project after getting approval from Engineer-In-Charge. If desired by the Contractor at later date, the Project-in-Charge and other staff whose resume is approved by EPI can be replaced with prior written approval of EPI and replacement shall be with equivalent or superior candidate only. Decision of Engineer-In-Charge shall be final and binding on the Contractor.

Even after approving the site organizational chart, the Engineer-In-Charge due to nature and exigency of work can direct the Contractor to depute such additional staff as in view of Engineer-In-Charge is necessary and having qualification and experience as approved by the Engineer-In-Charge. The removal of such additional staff from the Site shall only be with the prior written approval of

Engineer-In-Charge. The Contractor shall not be paid anything extra whatsoever on account of deployment of additional staff and decision of the Engineer-In-Charge shall be final and binding on the Contractor.

- 27.3** In case the Contractor fails to employ the staff as aforesaid, he shall be liable to pay a reasonable amount for each month of default in the case of each person. The decision of number of Technical Staff to be adequate for the project and the period for which the required technical staff was not employed by the Contractor and as to the reasonableness of the amount to be deducted on this account shall be final and binding on the Contractor.

Requirement of Technical Representative(s) and recovery Rate as per Additional Conditions of Contract.

28.0 LAND FOR LABOUR HUTS/ SITE OFFICE AND STORAGE ACCOMMODATION

- 28.1** The Contractor shall arrange the land for temporary office, storage accommodation and labour huts at his own cost and get the clearance of local authorities for setting up of labour camp and cost of same is deemed to be included in the rates quoted by the Contractor for the works. The Contractor shall ensure that the area of labour huts is kept clean and sanitary conditions are maintained as laid down by the local authorities controlling the area. The labour huts shall be so placed that it does not hinder the progress of work or access to the worksite. The vacant possession of the land used, for the purpose shall be given back by Contractor after completion of the work. The Retention Money of the Contractor shall be released only after Contractor demolishes all structures including foundations and gives back clear vacant possession of this land.

- 28.2** In the event the Contractor has to shift his labour camp at any time during execution of the work on the Instructions of local authorities or as per the requirement of the work progress or as may be required by EPI, he shall comply with such instructions at his cost and no claim whatsoever shall be entertained on this account.

28.3 FURNISHED OFFICE ACCOMMODATION & MOBILITY AND COMMUNICATION TO BE PROVIDED BY CONTRACTOR TO EPI

On acceptance of Tender, the Contractor at his own cost will provide following for EPI staff.

1. Construct a suitable furnished office at Site equipped with basic facilities such as telephone(s), fax, internet, photocopier, computer(s) & printer(s) along with operator(s), regular electricity, drinking water supply & Conference room for requisite meetings.
2. Vehicles for staff etc. as per the requirement of the project.
3. The Contractor shall provide consumable as required and maintain the aforesaid facilities intact/operational during the currency of the Contract including the defects liability period.

4. The Contractor shall also make sufficient arrangement for photography/ videography preferably by maintaining a camera/video camera at Site so that photographs video can be taken of any specific activity at any point of time.
5. The Contractor shall have facility for planning on MS project software for the purpose of preparing progress report, etc.

28.4 The Contractor shall make all arrangements for ground breaking ceremony/ inaugural function etc for the project as required and the cost towards it is deemed to be included in his rates/offer. Any expenditure already incurred/to be incurred by EPI, shall be recovered from the Contractor.

28.5 PROTECTION OF TREES

Trees designated by the Engineer-In-Charge shall be protected from damage during the course of the works and earth level within one meter of each such tree shall not be changed. Where necessary, such trees shall be protected by providing temporary fencing.

29.0 WATCH & WARD AND LIGHTING

The Contractor shall at his own cost take all precautions to ensure safety of life and property by providing necessary barriers, lights, watchmen etc. during the progress of work as directed by Engineer-In-Charge.

30.0 HEALTH & SANITARY ARRANGEMENTS

In case of all labour directly or indirectly employed in work for the performance on the Contractor's part of this Contract, the Contractor shall comply with all rules and regulations framed by Govt. from time to time for the protection of health and sanitary arrangements for workers.

31.0 WORKMEN'S COMPENSATION ACT

The Contractor shall at all times indemnify EPI and Owner against all claims for compensation under the provision of Workmen's Compensation Act, 1923 or any other law in force, for any workmen employed by the Contractor or his sub-Contractor in carrying out the Contract and against all costs and expenses incurred by EPI therewith.

32.0 MINIMUM WAGES ACT

The Contractor shall comply with all the provisions of the Minimum Wages Act, 1948, Contract Labour Act (R&A) 1970, and rules framed there under and other labour laws/local laws affecting Contract labour that may be brought into force from time to time.

33.0 LABOUR RECORDS

The Contractor shall submit by the 4th & 19th of every month to the Engineer-In-Charge of EPI a true statement, showing in respect of the second half of the preceding month and the first half of the current month, respectively, of the following data :-

- a) The number of the labour employed by him (category-wise).
- b) Their working hours.
- c) The wages paid to them.
- d) The accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused.
- e) The number of female workers who have been allowed Maternity Benefits under the Maternity Benefit Act, 1962 and the amount paid to them.
- f) Any other information required by Engineer-In-Charge.

34.0 RELEASE OF RETENTION MONEY AFTER LABOUR CLEARANCE

Retention Money of the work shall not be refunded till the Contractor produces a clearance certificate from the concerned Labour Officer. As soon as the work is virtually complete, the Contractor shall apply for the clearance certificate to the concerned Labour Officer under intimation to the Engineer-In-Charge. The Engineer-In-Charge, on receipt of the said communication, shall write to the Labour Officer to intimate if any complaint is pending against the Contractor in respect of the work. If no complaint is pending, on record till three months after completion of the work and/or no communication is received from the Labour Officer to this effect till six months after the date of completion, it will be deemed to have received the clearance certificate and the Retention Money will be released if otherwise due.

35.0 SECURED ADVANCE AGAINST NON-PERISHABLE MATERIALS

Interest free secured advance up- to a maximum of 75% (seventy five percent) of the Market Value of the materials or the cost of materials as derived from the tendered item rate of the Contractor, whichever is less, required for incorporation in the permanent works and brought to site and duly certified by EPI site Engineer shall be paid to the Contractor for all non-perishable items as per CPWD/ MORTH (as the case may be) norms. The advance will be paid only on submission of indemnity bond in the prescribed pro-forma.

The Contractor shall construct suitable go down at the Site of work for safe storage of the materials against any possible damages due to sun, rain, dampness, fire, theft etc. at his own cost. He shall also employ necessary watch & ward establishment for the purpose at his cost and risks such secured

advance shall be payable on other items of key construction materials, fragile and combustible with the approval of the Engineer-In-Charge provided the Contractor provides a comprehensive insurance cover for the full cost of such materials. The decision of the Engineer-In-Charge shall be final and binding on the Contractor in this matter. No secured advance shall however, be paid on high-risk materials such as ordinary glass, sand, petrol, diesel etc.

Amount of advance against each material shall be recovered within 3 months from the date of payment. In case recovery could not be made within the above period due to any reason, interest as applicable to mobilization advance and mentioned in the Memorandum shall be charged on the outstanding advance amount which shall be recovered/deducted on monthly basis.

36.0 MEASUREMENTS OF WORKS

- 36.1** Unless otherwise mentioned in the Bill of Quantities the measurements of works shall be done as per CPWD/MORTH specifications (as specified in Technical Specification of the Tender) and if the same is not given in the CPWD/MORTH Specifications, the same shall be measured as per latest relevant BIS codes in force. The quantity of steel reinforcement and the structural steel sections incorporated in the work shall be measured & paid on the basis of standard coefficients of sections as per BIS Codes of practice.
- 36.2** The Engineer-In-Charge shall, except as otherwise stated, ascertain and determine by measurement the value of work done in accordance with the Contract.
- 36.3** All items having financial value shall be entered in Measurement Book, level book, etc. prescribed by EPI so that a complete record is obtained of all work performed under the Contract. Items of non-financial value (which are not payable) may also be entered in Measurement Book at the sole discretion of the Engineer-In-Charge.
- 36.4** Measurements shall be taken jointly by the Engineer-In-Charge or his authorized representative and by the Contractor or his authorized representative.
- 36.5** Before taking measurements of any work the Engineer-In-Charge or the authorized person deputed by him for the purpose shall give a reasonable notice to the Contractor. If the Contractor fails to attend or send an authorized representative for measurement after such a notice or fails to countersign or to record the objection within a week from the date of measurement, then in any such event measurement taken by the Engineer-In-Charge or by the person deputed by him shall be taken to be correct measurements of the work.
- 36.6** The Contractor shall, without extra charge provide assistance with every appliance, labour and other things necessary for measurement.

Measurements shall be signed and dated by both parties each day on the Site on completion of measurement.

36.7 COMPUTERIZED MEASUREMENT BOOKS

Engineer-in-Charge shall, except as otherwise provided, ascertain and determine by measurement the value of work done in accordance with the Contract. All measurements of all items having financial value shall be entered by the Contractor and compiled in the shape of the Computerized Measurement Book as per the format of EPI so that a complete record is obtained of all the items of works performed under the Contract. All such measurements and levels recorded by the Contractor or his authorized representative from time to time, during the progress of the work, shall be got checked by the Contractor from the Engineer-in-Charge or his authorized representative as per interval or program fixed in consultation with Engineer-in-Charge or his authorized representative.

After the necessary corrections made by the Engineer-in-Charge, the measurement sheets shall be returned to the Contractor for incorporating the corrections and for resubmission to the Engineer-in-Charge for the dated signatures by the Engineer-in-Charge and the Contractor or their representatives in token of their acceptance.

Whenever bill is due for payment, the Contractor would initially submit draft computerized measurement sheets and these measurements would be got checked/test checked from the Engineer-in-Charge and/or his authorized representative. The Contractor will, thereafter, incorporate such changes as may be done during these checks/test checks in his draft computerized measurements, and submit it to EPI along with all the required documents e.g. measurement sheet, quality test reports, ESIC/EPF challans, Tax invoice, theoretical v/s actual consumption of material etc. No payment of RA bill shall be released until all obligations and documents as above as per direction of Engineer In-charge.

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.

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

Engineer-in-Charge or his authorized representative may cause either themselves or through another officer of the EPI to check the measurements recorded by Contractor and all provisions stipulated herein above or anywhere in the tender document 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.

37.0 PAYMENTS

37.1 The bill shall be submitted by Contractor each month on or before the date fixed by the ENGINEER-IN-CHARGE for all works executed in previous months. The Contractor shall prepare computerized bills using the program as approved by Engineer-In-Charge as per prescribed format/ pro-forma.

37.2 **The Contractor shall periodically submit Running Account (RA) bill in the prescribed Performa for the work done provided. Monthly RA Bill Should not be accepted value Less than $0.8 \times (\text{Awarded value})/(\text{Completion Period})$.**

All RA-bills payments will be released subjects to receipt of payment from client. All running bills shall be accompanied with the photographs in sufficient nos. and angles illustrating the progress of work and which claims raised in RA bill are evident. The photographs shall be duly signed by the Contractor. The RA bill shall also accompany the progress chart showing status of work against agreed schedule delays and way to mitigate such delays. The payment against each RA bill shall only be released on receipt of corresponding bill payment from client to EPI.

The bill not submitted in the prescribed format may not be considered for payment. TDS shall be deducted on prescribed norms of the Govt. enforce time to time from the bills. In this regard, Client /EPI Guidelines amended up to date for submission of RA Bills shall be followed.

37.3 All running payments shall be regarded as 'on account' payments against



the final payment only and not as payments for work actually done and completed and / or accepted by EPI and shall not preclude the recovery for bad, unsound and imperfect or unskilled work to be removed and taken away and reconstructed or re-erected or be considered as an admission of the due performance of the Contract, or any part thereof, in this respect, or the accruing of any claim, nor shall it conclude, determine or affect in any way the powers of EPI under these conditions or any of them as to the final settlement and adjustments of the accounts or otherwise, or in any other way vary/ affect the Contract. The final bill shall be submitted by the Contractor within three months of completion of work, otherwise EPI's certificate of the measurement and of the total amount payable for the work accordingly shall be final and binding on Contractor. Each Running Bill should be accompanied by two sets of requisite photographs as per direction of Engineer-In-Charge taken from various points depicting status of work as on Report/ Bill date along with Monthly Progress Report for the concerned month in the pro-forma to be given/ approved by Engineer-In-Charge. Intermittent progress photographs as and when required shall also be provided by the Contractor at his own cost as per direction of Engineer-In-Charge. No payment of running account bill shall be released unless it is accompanied by progress photographs and Monthly Progress Report as above. 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. Payment of those items of the bill in respect of which there is no dispute, and for those items which are in dispute on account of quantity and/or rates shall be paid at approved quantity and/or rates by the Engineer-in Charge, within three months period reckoned from the date of receipt of the bill by the Engineer in-Charge or his authorized Assistant Engineer, complete with account of materials issued by the Department and dismantled materials also No Running Account Bill shall be paid for the work till the applicable labour licenses, registration with EPFO, ESIC and BOCW Welfare Board, whatever applicable are submitted by the Contractor to the Engineer-in-Charge.

- 37.4** It is clearly agreed and understood by the Contractor that notwithstanding anything to the contrary that may be stated in the agreement between EPI and the Contractor, the Contractor shall become entitled to payment only after EPI has received the corresponding payment(s) from the Client/ Owner for the work done by the Contractor. Any delay in the release of payment by the Client/ Owner to EPI leading to delay in the release of the corresponding payment by EPI to the Contractor shall not entitle the Contractor to any compensation/ interest from EPI.

Subject to clause 37.3 above, the payment due to the Contractor shall be made within fifteen days of getting the measurements verified from the Engineer-In-Charge or his subordinate/ representative and certification of bill by the Engineer-In-Charge.

- 37.5** All payments shall be released by RTGS/ online mode directly at the Bank account notified by the Contractor.
- 37.6** **Direct payment to sub-vendor / sub-Contractor against Work done Bills – Request of Contractor shall have to be accompanied by an Indemnity**

bond.

EPI shall not make payment directly to any sub-vendor or sub-Contractor, but may consider on specific request and authorization by the vendor/Contractor in writing in exceptional circumstances, as mentioned below, where the Contractor may be unable to make prompt payment to the sub-Contractor or sub-vendor, which affects the supplies of material & progress of work.

- a) Initiation of Insolvency proceedings against Contractor, (On request of Resolution Professional (RP) appointed by the Insolvency and Bankruptcy Board (IBB),
- b) Freezing of Contractor's Bank Account,
- c) Automatic debit from Contractor's Bank Account by the bank or any other creditor, or by any statutory Authority etc.
- d) Other than in circumstances, as mentioned above at SL. 01 to 03 , EPI may at its discretion or on advice of client decide to make direct payment to sub- vendors/ sub-Contractors/ labour/ labour supply agencies in circumstances when the Contractor is suspected to diversion of funds/ payments from EPI to other activities/projects instead of meeting the project liabilities

Where EPI agrees to release payment directly to the sub-vendor/ sub-Contractor, the Contractor shall submit the following documents/details for every payment.

- i) Request letter by authorized signatory of Contractor stating the reasons for direct payments.
- ii) Indemnity bond in the prescribed format, enclosed as Performa.
- iii) The acceptance of Indemnity bond shall be decided with concurrence of RO Incharge
- iv) Details of sub-vendor/sub-Contractor name, Bill details (Copy of the bill raised on main Contractor) bank details and net amount to be paid after recovery of all deductions.
- v) The main Contractor has to submit Running Account bill from time to time for the work done as per the terms of the Contract to arrive at net payable amount by EPI.

Indemnity Bond shall be applicable case to case basis in order to protect interest of EPI in line with timely completion of project.

Any such direct payment to the sub-vendor or sub-Contractor shall be limited to amount payable to the main Contractor at any point of time by EPI. Further, any such payments shall not relieve the Contractor from any of his liabilities, compliances of statutory requirements, tax compliances, or any other obligations under the Contract.

The decision of EPI shall be final and binding whether to accept or deny direct payment to sub-vendors/sub-Contractors

38.0 WORK ON SUNDAYS, HOLIDAYS AND DURING NIGHT

For carrying out work on Sunday and Holidays or during night, the Contractor will approach the Engineer-In-Charge or his representative at least two days in advance and obtain his permission. The Engineer-In-Charge at his discretion can refuse such permission. The Contractor shall have no claim on this account whatsoever. If work demand, the Contractor shall make arrangements to carry out the work on Sundays, Holidays and in two, three shifts with the approval of Engineer-in- Charge at no extra cost to EPI.

39.0 NO IDLE CHARGES TOWARDS LABOUR OR PLANT & MACHINERY ETC.

No idle charges or compensation shall be paid for idling of the Contractor's labour, staff or Plant & Machinery etc. on any ground or due to any reason whatsoever. EPI will not entertain any claim in this respect.

40.0 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 workman like 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 assigned 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.

The Contractor shall comply with the provisions of the Contract and execute the works with care and diligence 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.

The Contractor shall, at his own expense, provide all materials, required for the works other than those which are stipulated to be supplied by the EPI/Client The Contractor shall, at his own expense and without delay supply to the Engineer-in-Charge samples of materials to be used on the work and shall get these approved in advance. All such materials to be provided by the Contractor shall be in conformity with the specifications laid down or referred to in the Contract. The Contractor shall, if requested by the Engineer-in Charge furnish proof, to the satisfaction of the Engineer-in-Charge that the materials so comply. The Engineer-in-Charge shall within thirty (30) 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 cost submit the samples of

materials to be tested or analyzed and shall not make use of or incorporate in the work any materials represented by the samples until the required tests or analysis have been made and materials finally accepted by the Engineer-in-Charge. The Contractor shall not be eligible for any claim or compensation either arising out of any delay in the work or due to any corrective measures required to be taken on account of and as a result of testing of materials. The Contractor shall, at his cost, make all arrangements and shall provide all facilities as the Engineer-in-Charge may require for collecting and preparing the required number of samples for such tests at such time and to such place or places as may be directed by the Engineer-in-Charge and bear all charges including testing charges. The Engineer -in- Charge or his authorized representative shall always have access to the works and to all workshops and places where work component is being prepared or from where materials, manufactured articles or machinery are being obtained for the works and the Contractor shall afford every facility and every assistance in obtaining the right to such access. The Engineer-in-Charge shall have full powers to require the removal from the premises of all materials which in his opinion are not in accordance with the specifications and in case of default, the Engineer-in-Charge shall be at liberty to employ at the expense of the Contractor, other persons to remove the same without being answerable or accountable for any loss or damage that may happen or arise to such materials. The Engineer-in-Charge shall also have Materials to be provided by the Contractor full powers to require other proper materials to be substituted thereof and in case of default, the Engineer-in-Charge may cause the same to be supplied and all costs which may attend such removal and substitution shall be borne by the Contractor. The Contractor shall at his own expense, provide a material testing lab at the site for conducting routine field tests. The lab shall be equipped at least with the testing equipment as specified

41.0 DIRECTION FOR WORKS

41.1 All works to be executed under the Contract shall be executed under the direction and subject to approval in all respect of the Engineer-In-Charge of EPI who shall be entitled to direct at what point or points and in what manner works are to be commenced and executed.

41.2 The Engineer-In-Charge and his representative shall communicate or confirm their instructions to the Contractor in respect of the execution of work during their Site inspection in a 'Works Site Order Book' maintained at the site office of Engineer-In-Charge. The Contractor or his authorized representative shall confirm receipt of such instructions by signing against the relevant orders in the book. The Contractor shall be bound to sign the site order book as and when required by Engineer-In-Charge and carry out compliance of instructions promptly to the satisfaction of Engineer-In-Charge.

42.0 ORDER OF PRECEDENCE OF DOCUMENTS

42.1 In case of difference, contradiction, discrepancy, dispute with regard to Conditions of Contract, Specifications, Drawings, Bill of Quantities and Rates



quoted by the Contractor and other documents forming part of the Contract, the following shall prevail in order of precedence.

- i) Contract Agreement
- ii) E-Mail, Letter of Acceptance/ Letter of Intent, detailed letter of Work Order along with statement of agreed variations and its enclosures.
- iii) Description in Bill of Quantity / Schedule of Quantities
- iv) Additional Conditions of Contract.
- v) General Conditions of Contract.
- vi) Technical specifications (General / Special Technical Specification) as given in the Tender Documents. Relevant B.I.S. Codes
- vii) Drawings
- viii) CPWD/ MORTH specifications (as specified in Technical Specification of the Tender) update with correction slips issued up to last date of receipt of Tenders.

42.2 If there are varying or conflicting provisions made in any one document forming part of the Contract, the Engineer-In-Charge shall be the deciding Authority with regard to the intention of the document which shall be final and binding on the Contractor.

42.3 Any error in description, quantity or rate in the Schedule of Quantities/items or Bill of Quantities or any omission there from shall not vitiate the Contract or release the Contractor from the execution of the whole or any part of the works comprised therein according to the Drawings and Specifications or from any of his obligations under the Contract.

43.0 TIME SCHEDULE & PROGRESS

43.1 Time allowed for carrying out all the works as entered in the Tender shall be as mentioned in the "Memorandum" to the "Form of Tender" which shall be reckoned from the Letter for Acceptance/ Letter of Intent is issued to the Contractor. Time shall be the essence of the Contract and Contractor shall ensure the completion of the entire work within the stipulated time of completion.

43.2 The Contractor must provide a CPM network/PERT chart/bar chart showing how the work will be completed within the agreed timeframe. This must be prepared in line with the Execution Milestones set out in the Additional Conditions of Contract and submitted to the Engineer In-charge for approval. Once approved, this Network/PERT Chart will form part of the agreement.

43.3 Contractor shall mobilize and employ sufficient resources for completion of all the works as indicated in the agreed BAR CHART/Network. No additional payment will be made to the Contractor for any multiple shift work or other incentive methods contemplated by him in his work schedule even though the time schedule is approved by the Engineer-In-Charge.

- 43.4** During the currency of the work the Contractor is expected to adhere to the time schedule on miles stone and total completion and this adherence will be a part of Contractor's performance under the Contract. During the execution of the work Contractor is expected to participate in the review and updating of the Network/ BAR CHART undertaken by EPI. These reviews may be undertaken at the discretion of EPI either as a periodical appraisal measure or when the quantum of work order on the Contractor is substantially changed through deviation orders or amendments. The review shall be held at Site or any of the offices of EPI/ Owner or Consultant of EPI/ Owner at the sole discretion of EPI.
- 43.5** If at any time, it appears to the Engineer-In-Charge that the actual progress of work does not conform to the approved programme referred above, the Contractor shall produce a revised programme showing the modifications to the approved programme by additional inputs to ensure completion of the work within the stipulated time. The Contractor will adhere to the revised schedule thereafter. The approval to the revised schedule resulting in a completion date beyond the stipulated date of completion shall not automatically amount to a grant of extension of time to the Contractor.
- 43.6** Contractor shall submit fortnightly/ Monthly (as directed by Engineer-In-Charge) progress reports (5 copies) on a computer based program (program and software to be approved by Engineer-In-Charge) highlighting status of various activities and physical completion of work.
- 43.7** The Contractor shall send completion report along with as built drawings and maintenance schedule to the office of Engineer-In-Charge, of EPI in writing within a period of 30 days of completion of work.

44.0 WATER AND ELECTRICITY

The Contractor shall make his own arrangement for Water & Electrical power for construction and other purposes at his own cost and pay requisite electricity and water charges. The Contractor shall also make standby arrangement for water & electricity to ensure un-interrupted supply.

45.0 MATERIALS TO BE PROVIDED BY THE CONTRACTOR

The Contractor shall, at his own expense, provide all materials, required including Cement & Steel for the works.

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 the same 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 Contractor shall at his risk and cost submit the samples of materials to be tested or analysed 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 and cost in obtaining the right and visit to such access.

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

45.1 CEMENT AND CEMENT GODOWN

Cement shall be procured by Contractor of 43 Grade conforming to BIS : 8112 Specification latest edition or higher Grade as directed by the Engineer-In-Charge. The cement shall be procured directly from the reputed manufacturers/ stockist, which will have to be got approved from EPI in advance. Relevant vouchers and test certificates will be produced as and when required. The cement shall be stored by the Contractor in such suitable covered and lockable stores, well protected from climate and atmospheric effect. The cement godown shall be constructed by the Contractor as per CPWD specifications at his own cost. The cement will remain under double lock, one from EPI and other from Contractor. The cement in bags shall be stored in godowns in easy countable position. Cement bags shall be used on first in first out basis. Cement stored for beyond 90 days will be required to be tested at Contractors cost, before use in works.

45.2 STEEL & STEEL STOCKYARD

Steel conforming to BIS specifications (latest edition) shall be procured by the Contractor directly from reputed manufacturers/producers as approved by EPI. The manufacturer has to give a certificate that the material supplied is not a re-rolled product. Relevant vouchers & test certificates will be produced by the Contractor. Re-rolled sections will not be allowed.

Reinforcement steel, structural steel shall be stored and stacked in such manner so as to facilitate easy identification, removal etc. The Contractor shall take proper care to prevent direct contact between the steel and the ground/ water for which he shall provide necessary arrangement at his own cost including ensuring proper drainage of area to prevent water logging as per directions of the Engineer-In-Charge. If required, the reinforcement steel shall also be

protected, by applying a coat of neat cement slurry over the bars for which no extrapayment shall be made.

Test certificates for each consignment of steel shall be furnished and tests to be got carried out by the Contractor at his own cost from the authorized laboratory as per the directions of Engineer-In-Charge, before incorporating the materials in the work.

46.0 SCHEDULE OF QUANTITIES / BILL OF QUANTITIES

46.1 The quantities shown against the various items of work are only approximate quantities, which may vary as per the actual requirement at Site.

46.2 All items of work in the Bill of Quantities/ schedule of quantities shall be carried out as per the CPWD/ MORTH (as the case may be) specifications, drawings and instructions of the ENGINEER-IN-CHARGE of EPI and the rates shall include for supply of required materials including proper storage, consumables, skilled & unskilled labour, supervision, tools, tackles, plant & machinery complete as called for in the detailed specifications and conditions of the Contract. No item, which is not covered in the Bill of Quantities, shall be executed by the Contractor without the approval of EPI. In case any Extra/Substituted item is carried out without specific-approval, the same will not be paid.

47.0 ANTI-TERMITE TREATMENT & WATER PROOF TREATMENT

47.1 The water proof treatment shall be of type and specifications as given in the schedule of quantities and/or specifications/ design-basis-report mentioned in tender documents and the treatment shall be carried out as details in BIS : 6313 (Part-II) latest revision may be followed in case specification is not given in tender.

47.2 The water-proofing treatment of basement, roofs, water retaining areas and termite infestation shall be and remain fully effective for a period of not less than 10 (Ten) years to be reckoned from the date of expiring of the Defect Liability period, prescribed in the Contract. At any time during the said guarantee period if EPI finds any defects in the said treatment or any evidence of re- infestation, dampness, leakage in any part of buildings or structure and notifies the Contractor of the same, the Contractor shall be liable to rectify the defect or give re-treatment and shall commence the work or such rectification or re-treatment within fifteen days from the date of issue of such letter to him. If the Contractor fails to commence such work within the stipulated period, the EPI may encash the Bank Guarantee submitted by the Contractor in this regard and get the same done by another agency and the decision of the Engineer-in-Charge of EPI shall be final and binding upon him.

47.3 Re-treatment if required shall be attended to and carried out by the Contractor within fifteen days of the notice from Engineer-in-Charge of EPI.

47.4 The EPI reserves the right to get the quality of treatment checked in accordance

with recognized test methods and in case it is found that the chemicals with the required concentration and rate of application have not been applied, or the water proofing treatment is not done as per specifications, the Contractor will be required to do the re-treatment in accordance with the required concentration & specifications at no extra cost failing which no payment for such work will be made. The extent of work thus rejected shall be determined by EPI.

- 47.5 Water proofing and Anti-termite treatment shall be got done through approved / specialized agencies only with prior approval of Engineer-in-Charge.
- 47.6 The Contractor shall make such arrangement as may be necessary to safe guard the workers and residents of the building against any poisonous effect of the chemicals used during the execution of the work.
- 47.7 During the execution of work, if any damage shall occur to the treatment already done, either due to rain or any other circumstances, the same shall be rectified and made good to the entire satisfaction of Engineer-In-Charge by the Contractor at his cost and risk.
- 47.8 The Contractor shall make his own arrangement for all equipments required for the execution of the job. The Contractor whose tender is accepted shall submit a Bank Guarantee for a sum equivalent to *Fifty per cent (50%)* of the approximate cost of waterproofing work and anti-termite treatment as deciding by Engineer In -Charge, valid for five years from the expiry of Defect Liability Period. In addition, a Guarantee Bond on plain paper valid for 10 years from the expiry of defect liability period would also be submitted by the Contractor. Security Deposit will be released only after submission of above-mentioned Bank Guarantee and Guarantee Bond.

48.0 INDIAN STANDARDS

Wherever any reference is made to any IS in any particular specifications, Drawings or Bill of Quantities, it means the Indian Standards editions with the amendments current at the last date of receipt of Tender Documents.

49.0 CENTERING & SHUTTERING

Marine plywood only or steel plates of minimum thickness as approved by Engineer-In-Charge shall be used for formwork. The shuttering plates shall be cleaned and oiled after every repetition and shall be used only after obtaining approval of EPI's Engineers at Site. The number of repetitions allowed for plywood and steel shuttering shall be at the discretion of Engineer-In-Charge of EPI depending upon the condition of shuttering surface after each use and the decision of ENGINEER-IN-CHARGE in this regard shall be final and binding on the Contractor. Cost of all framework stagging /shuttering etc. for completion of activity shall be included in rates /Prices / works of the Contracts. No claim whatsoever on this account shall be admissible.

50.0 CONTROLLED MATERIALS

50.1 The following Controlled materials shall be brought to Site after the approval of EPI.

- a) Water proofing compound.
- b) Cement
- c) Steel
- d) Primer/ Paints/ Varnish etc.
- e) Bitumen
- f) Chemical for anti-termite treatment
- g) Any other materials as per discretion of EPI and required for project completion.

50.2 The quantity of Controlled materials shall be measured and recorded in the Measurement books and signed by the Contractor and the Engineer-In-Charge as a check to ensure that the required quantities as required for execution of works as per specifications have been brought to Site for incorporation in the work.

50.3 Controlled materials brought at Site shall be stored as directed by EPI and those already recorded in Measurement book, shall be suitably marked for identification.

50.4 The Contractor shall ensure that the Controlled materials are brought to Site in original sealed containers or packing bearing manufacturer's markings and brands (except where the quantity required is a fraction of the smallest packing). Materials not complying with this requirement shall be rejected. The empty containers of such Controlled materials shall not be destroyed/ disposed-off without the written permission of EPI.

50.5 The Contractor shall produce receipted vouchers showing quantities of the materials to satisfy Engineer-In-Charge that the materials comply with the specifications. These vouchers shall be endorsed, dated and initialled by Engineer-In-Charge giving the Contract number and name of work and a certified copy of each such voucher signed both by EPI and the Contractor shall be kept on record.

50.6 When the cost of each category of materials is less than Rs.5000/- production of vouchers may not be insisted upon if EPI is otherwise satisfied with the quality and quantity of materials.

51.0 RECORDS OF CONSUMPTION OF CEMENT & STEEL

51.1 For the purpose of keeping a record of cement and steel received at Site and consumption in works, the Contractor shall maintain a properly bound register in the form approved by EPI, showing columns like quantity received and used in

work and balance in hand etc. This register shall be signed daily by the Contractor's representative and EPI's representative.

51.2 The register of cement & steel shall be kept at Site in the safe custody of EPI's Engineer during progress of the work. This provision will not, however, absolve the Contractor from the quality of the final product.

51.3 In case cement or steel quantity consumed is lesser as compared to the theoretical requirement of the same as per CPWD/MORTH (as the case may be) specifications/ norms, the work will be devalued and/ or a penal rate (i.e. double the rate at which cement/ steel purchased last) recovery for lesser consumption of cement/ steel shall be made in the item rates of the work done subject to the condition that the tests results fall within the acceptable criteria as per CPWD/MORTH (as the case may be) specifications otherwise the work shall have to be dismantled and redone by the Contractor at no extra cost.

In case of cement, if actual consumption is less than 98% of the theoretical consumption, a recovery shall be effected from the Contractor's dues at the penal rate for the actual quantity that is lower than 98% of theoretical consumption.

52.0 MATERIALS AND SAMPLES

52.1 The materials/ products used on the works shall be one of the approved make/ brands out of list of manufacturers/ brands/ makes given in the Tender Documents. The Contractor shall submit samples/ specimens out of approved makes of materials/ products to the Engineer-In-Charge for prior approval. In exceptional circumstances Engineer-In-Charge may allow alternate equivalent makes/ brands of products/ materials at his sole discretion. The final choice of brand/ make shall remain with the Engineer-In-Charge, whose decision in this matter shall be final and binding and nothing extra on this account shall be payable to the Contractor.

In case single brand/ make is mentioned, other equivalent makes/ brands may be considered by the Engineer-In-Charge with prior approval. In case of variance in CPWD/ IS/BIS Specifications from approved products/ makes specification, the specification of approved product/ make shall prevail for which nothing shall be paid extra to the Contractor.

In case no make or brand of any materials, articles, fittings and accessories etc. is specified, the same shall comply with the relevant Indian Standard Specifications and shall bear the ISI/BIS mark. The Engineer of EPI and the Owner shall have the discretion to check quality of materials and equipments to be incorporated in the work, at source of supply or site of work and even after incorporation in the work. They shall also have the discretion to check the workmanship of various items of work to be executed in this work. The Contractor shall provide the necessary facilities and assistance for this purpose.

52.2 The above provisions shall not absolve the Contractor from the quality of final product and in getting the material and workmanship quality checked and

approved from the Engineer-In-Charge of EPI.

- 52.3** The Contractor shall well in advance, produce samples of all materials, articles, fittings, accessories etc. that he proposes to use and get them approved in writing by EPI. The materials articles etc. as approved shall be labelled as such and shall be signed by EPI and the Contractor's representative.
- 52.4** The approved samples shall be kept in the custody of the Engineer- in-Charge of EPI till completion of the work. Thereafter the samples except those destroyed during testing shall be returned to the Contractor. No payment will be made to the Contractor for the samples or samples destroyed in testing.
- 52.5** The brands of all materials, articles fittings etc. approved together with the names of the manufacturers and firms from which supplies have been arranged shall be recorded in the Site Order Book.
- 52.6** The Contractor shall set up and maintain at his cost, a field testing laboratory for all day-to-day tests at his own cost to the satisfaction of the Engineer-In-Charge. This field testing laboratory shall be provided with equipment and facilities to carry out all mandatory field tests as per CPWD/MORTH (as the case may be) specifications. The laboratory building shall be constructed and installed with the appropriate facilities; Temperature and humidity controls shall be available wherever necessary during testing of samples.

All equipment shall be provided by the Contractor so as to be compatible with the testing requirements specified. The Contractor shall maintain all the equipment in good working condition for the duration of the Contract. The Contractor shall provide approved qualified personnel to run the laboratory for the duration of the Contract. The number of staff and equipment available must at all times be sufficient to keep pace with the sampling and testing programme as required by the Engineer-In-Charge.

The Contractor shall fully service the site laboratory and shall supply everything necessary for its proper functioning, including all transport needed to move equipment and samples to and from sampling points on the Site, etc.

The Contractor shall re-calibrate all measuring devices whenever so required by the Engineer-In-Charge and shall submit the results of such measurements without delay.

All field tests shall be carried out in the presence of EPI's representative. All costs towards samples, materials, collection, transport, manpower, testing, including concrete mix-design etc. shall be borne by the Contractor and are deemed to be included in the rates quoted by him in the Bill of Quantities.

53.0 TESTS AND INSPECTION

- 53.1** The Contractor shall carry out the various mandatory tests as per specifications and the technical documents that will be furnished to him during the performance of the work. All the tests on materials, as recommended by CPWD, MORTH (as the case may be) and relevant Indian Standard Codes or other standard specifications (including all amendments current at the last date of submission of

Tender Documents) shall be got carried out by the Contractor at the field testing laboratory or any other recognized institution/ laboratory, at the direction of EPI. All testing charges, expenses etc. shall be borne by the Contractor. All the tests, either on the field or outside laboratories concerning the execution of the work and supply of materials shall be got carried out by the Contractor or EPI at the cost of the Contractor.

53.2 WORKS TO BE OPEN TO INSPECTION

All works executed or under the course of execution in pursuance of this Contract shall at all times be open to inspection and supervision of EPI. The work during its progress or after its completion may also be inspected, by Chief Technical Examiner of Government of India (CTE) and/ or an inspecting Authority of State Government of State in which work is executed and/or by third party checks by Owner/ Clients. The compliance of observations/ improvements as suggested by the inspecting officers of EPI/CTE/ State authorities/ Owners shall be obligatory on the part of the Contractor at the cost of Contractor.

54.0 BORROW AREAS

The Contractor shall make his own arrangements for borrow pits and earth disposal areas including their approaches and space for movement of men, machinery, other equipment as required for carrying out the works. The Contractor shall be responsible for taking all safety measures, getting approval, making payment of royalties, charges etc. and nothing extra shall be paid to the Contractor on this account and unit rates quoted by the Contractor for various items of Bill of Quantities shall be deemed to include the same.

55.0 BITUMEN WORK

The Contractor shall be responsible for arranging Bitumen/Tar of required grade from source to be approved by the Engineer-In-Charge. No Bitumen work shall be carried out on wet surface or in rainy conditions.

56.0 CARE OF WORKS

From the commencement to the completion of works and handing over, the Contractor shall take full responsibility for care of all the works and in case of any damage/loss to the works or to any part thereof or to any temporary works due to lack of precautions or due to negligence on part of Contractor, the same shall be made good by the Contractor at his own cost.

57.0 WORK IN MONSOON AND DEWATERING

The execution of the work may entail working in the monsoon also. The Contractor must maintain labour force as may be required for the job and plan

and execute the construction and erection according to the prescribed schedule. No special/ extra rate will be considered for such work in monsoon. The Contractor's rate shall be considered inclusive of cost of dewatering required, if any and no extra rate shall be payable on this account.

58.0 NO COMPENSATION FOR FORECLOSURE / CANCELLATION / REDUCTION OF WORKS

If at any time after the commencement of the work EPI shall for any reason whatsoever is required to abandon the work or does not require the whole work thereof as specified in the Tender to be carried out, the Engineer-In-Charge shall give notice in writing of the fact to the Contractor, who shall have no claim to any payment of compensation whatsoever on account of any profit or advantage which he might have derived from the execution of the work in full, but which he did not derive in consequence of the full amount of the work not having been carried out or on foreclosure, neither shall he have any claim for compensation by reason of any alterations having been made in the original Specifications, Drawings, Designs and Instructions which shall involve any curtailment of the work as originally contemplated.

Provided that the Contractor shall be paid the charges on the cartage only of materials actually and bona fide brought to the Site of the work by the Contractor and rendered surplus as a result of the abandonment or curtailment of the work or any portion thereof and then taken back by the Contractor, provided however, that the Engineer-In-Charge shall have in all such cases the option of taking over all or any such materials at their purchase price or at local current rates whichever may be less. In the case of such stores having been issued by EPI and returned by the Contractor to EPI, credit will be given to him by the Engineer-In-Charge at rates not exceeding those at which they were originally issued to him after taking into consideration any deduction for claims on account of any deterioration or damage while in the custody of the Contractor and in this respect the decision of the Engineer-In-Charge shall be final.

59.0 RESTRICTION ON SUBLETTING

59.1 The Contractor shall not sublet or assign the whole or part of the works except where otherwise provided, by the Contract and even then only with the prior written approval of EPI and such approval if given shall not relieve the Contractor from any liability or obligation under the Contract and he shall be responsible for the acts, defaults or neglects of any sub-Contractor, his agents, servants or workmen as full as if they were the acts, defaults or neglects of the Contractor, his agent, servants or workmen provided always that the provision of labour on piece work basis shall not be deemed to be a subletting under this clause.

59.2 The Contractor may entrust specialized items of works to the agencies specialized in the specific trade. The Contractor shall give the names and details of such firm whom he is going to employ for approval of EPI. These details shall

include the expertise, financial status, technical manpower, equipment, resources and list of works executed and on hand of the specialized agency. specialized agency shall be engaged only after obtaining written approval of the Engineer-In-Charge.

60.0 PROHIBITION OF UNAUTHORISED CONSTRUCTION & OCCUPATION

No unauthorized buildings, structures should be put up by the Contractor anywhere on the project Site, neither any building built by him shall be unauthorizedly occupied by him or his staff.

61.0 CO-ORDINATION WITH OTHER AGENCIES

Work shall be carried out in such a manner that the work of other Agencies operating at the Site is not hampered due to any action of the Contractor. Proper Co-ordination with other Agencies will be Contractor's responsibility. In case of any dispute the decision of EPI shall be final and binding on the Contractor. No claim whatsoever shall be admissible on this account.

62.0 SETTING OUT OF THE WORKS

62.1 The Contractor shall be responsible for the true and proper setting out of the works and for the correctness of the position, levels, dimensions and alignment of all parts of the works. If at any time during the progress of works, shall any error appear or arise in the position, levels, dimensions or alignment of any part of the works, the Contractor shall at his own expenses rectify such error to the satisfaction of Engineer-in-charge. The checking of any setting out or of any line or level by the engineers of EPI shall not in any way relieve the Contractor of his responsibility for the correctness.

62.2 Contractor shall provide permanent bench marks, flag tops and other reference points for the proper execution of work and these shall be preserved till the end of work. All such reference points shall be in relation to the levels and locations, given in the Architectural, Plumbing and other services Drawings.

63.0 NOTICE BEFORE COVERING UP THE WORK

The Contractor shall give not less than seven days notice before covering up or otherwise placing beyond the reach of measurement any work, to the Engineer-In-Charge in order that the same may be inspected and measured. If any work is covered up or placed beyond the reach of Inspection/ measurement without such notice to the Engineer-In-Charge or his consent being obtained, the same shall be uncovered at the Contractors expenses and he shall have to make it good at his own expenses.

64.0 SITE CLEARANCE

- 64.1** The Contractor shall ensure that the working Site is kept clean and free of obstructions for easy access to job Site and also from safety point of view. Before handing over the work to EPI the Contractor shall remove all temporary structures like the site offices, cement godown, stores, labour hutments etc., scaffolding rubbish, left over materials tools and plants, equipments etc., clean and grade the Site to the entire satisfaction of the Engineer-In-Charge. If this is not done the same will be got done by EPI at his risk and cost.
- 64.2** The Contractor shall clean all floors, remove cement/ lime/ paint drops and deposits, clean joinery, glass panes etc., touching all painter's works and carry out all other necessary items of works to make the premises clean and tidy before handing over the building, and the rates quoted by the Contractor shall be deemed to have included the same.

65.0 VALUABLE ARTICLES FOUND AT SITE

All gold, silver and other minerals of any description and all precious stones, coins, treasure, relics, antiques and all other similar things which shall be found in, under or upon the Site, shall be the property of the Owner/ Government and the Contractor shall duly preserve the same to the satisfaction of Engineer-In-Charge and shall from time to time deliver the same to such person or persons indicated by EPI.

66.0 MATERIALS OBTAINED FROM DISMANTLEMENT TO BE OWNER'S PROPERTY

All materials like stone, boulders and other materials obtained in the work of dismantling, excavation etc. will be considered Owner/ government property and may be issued to the Contractor by the Owner/ EPI, if required for use in this work at rates approved by EPI or the Contractor may be asked to dispose off these items at his cost.

67.0 SET-OFF OF CONTRACTOR'S LIABILITIES

EPI shall have the right to deduct or set off the expenses incurred or likely to be incurred by it in rectifying the defects and/or any claim under this agreement against the Contractor from any or against any amount payable to the Contractor under this agreement including Retention Money and proceeds of Security Deposit cum Performance Guarantee and from any other Contract being executed by the Contractor for EPI.

68.0 MATERIALS PROCURED WITH THE ASSISTANCE OF EPI

If any material for the execution of this Contract is procured with the assistance of EPI either by issue from its stores or purchase made under orders or permits or licenses obtained by EPI, the Contractor shall hold and use the said materials economically and solely for the purpose of this Contract and shall not dispose them without the written permission of Engineer-In-Charge. The Contractor, if required by EPI, shall return all such surplus or unserviceable materials that may be left with him after the completion of the Contract or at its termination on

whatsoever reason, on being paid or credited such price as EPI shall determine having due regard to the conditions of materials.

69.0 ALTERATION IN SPECIFICATION, DESIGN & DRAWING

69.1 The Engineer-In-Charge shall have power to make any alterations in, omissions from, additions to or substitutions for, the original Specifications, Drawings, Designs and Instructions that may appear to him to be necessary during the progress of the work, and the Contractor shall carry out the work in accordance with any instructions which may be given to him in writing signed by the Engineer-In-Charge and such alterations, omissions, additions, or substitutions shall not invalidate the Contract and any altered, additional or substituted work which the Contractor may be directed to do in the manner above specified as part of the work shall be carried out by the Contractor on the same conditions in all respects on which he agreed to do the main work.

The time for the completion of the work shall be extended in the proportion that the altered, additional or substituted work price bears to the original Contract work price, and the certificate of the Engineer-In-Charge shall be conclusive as to such proportion. Over and above this, a further period to the extent of 25 percent of such extension shall be allowed to the Contractor.

The rates for such additional, altered or substituted work under this clause shall be worked out in accordance with the following provisions in their respective order :

- i) If the rates for the additional, altered or substituted work are specified in the Contract for the work, the Contractor is bound to carry out the additional, altered or substituted work at the same rates as are specified in the Contract for the work.
- ii) If the rates for the additional, altered or substituted work are not specifically provided in the Contract for the work, the rates will be derived from the rates for a nearest similar item of work as are specified in the Contract for the work. In case of composite tenders where two or more schedule of quantities/ Bill of Quantities form part of the Contract, the rates shall be derived from the nearest similar item in the schedule of quantities/Bill of Quantities of the particular part of work in which the deviation is involved failing that from the lowest of the nearest similar item in other schedule of quantity. The opinion of the Engineer-In-Charge as to whether or not the rate can be reasonably so derived from the item in this Contract will be final and binding on the Contractor.
- iii) If the altered, additional or substituted work includes any work for which no rate is specified in the Contract for the work and which cannot be derived in the manner specified in sub para (i) and (ii) above from the similar class of work in the Contract then such work shall be carried out at the rates entered in the Schedule of Rates (as mentioned in "Memorandum" to the "Form of Tender" for Civil / Sanitary Works) minus / plus the percentage which the tendered amount of scheduled items bears

with the estimated amount of schedule items based on the Schedule of Rates (as mentioned in "Memorandum" to the "Form of Tender" for Civil / Sanitary Works). The scheduled items mean the items appearing in the Schedule of Rates (as mentioned in "Memorandum" to the "Form of Tender" for Civil/ Sanitary Works), which shall be applicable in this clause. This clause will apply mutatis mutandis to electrical work except that Electrical Schedule of Rates as mentioned in "Memorandum" to the "Form of Tender" will be considered in place of Civil / Sanitary works Schedule of rates as mentioned in "Memorandum" to the "Form of Tender".

- iv) If the rates for the altered, additional or substituted work cannot be determined in the manner specified in sub-clauses (i) to (iii) above, then the Contractor shall, within 7 days of the date of receipt of order to carry out the work, inform the Engineer-In-Charge the rates which he intends to charge for such class of work, supported by analysis of the rate or rates claimed, and the Engineer-In-Charge shall determine the rate or rates on the basis of prevailing market rates of the material, Labour, T&P etc. plus 10% (Ten percent) to cover the Contractors supervision, overheads and profit and pay the Contractor accordingly. The opinion of the Engineer-In-Charge as to the current market rates of materials and quantum of labour involved per unit of measurements will be final and binding on the Contractor.

However, the Engineer-In-Charge, by notice in writing, will be at liberty to cancel his order to carry out such class of work and arrange to carry it out in such manner, as he may consider advisable. But under no circumstances, the Contractor shall suspend the work on the plea of non-settlement of rates of items falling under the clause.

- v) Except in case of items relating to foundations, provisions contained in sub clauses (i) to (iv) above shall not apply to Contract, altered or substituted items as individually exceed the 'deviation limit' of plus/minus 25% (Twenty Five Percent) subject to the following:-
- (a) Deviation limit shall apply to individual items.
 - (b) The value of additions of items, of any individual trade not already included in the Contract, shall not exceed 20% of the Tendered value of work, subject to overall deviation limit as given above.

Provided further that in case where the original item is substituted, the Substituted Item shall be deemed to have replaced the original item in the Contract itself to that extent and above provisions pertaining to the deviations shall apply with respect to such Substituted Item and not the original item.

NOTE: Individual trade means the trade section to which Bill of Quantities annexed to the agreement has been divided or in the absence of any such division the individual section of the MORTH/C.P.W.D. (as the case may be) Scheduled of rates

specified above, such as excavation and earthwork, Concrete, wood work and joinery, etc.

The rate of any such work except the items relating to foundations which is in excess of the deviation limit and deviation in quantities of AHR items on plus side as contained in Clause 9.2(i) shall be determined in accordance with the provisions contained in Clause 69.2.

- 69.2** In the case of Contract items, substituted items, Contract cum substituted items or additional items which exceed the limits laid down in sub para (v) of condition 69.1 above (except the items relating to foundation work, which the Contractor is required to do under Clause 69.1 above and deviation in quantities of AHR items on plus side as contained in clause 9.2 (i)), the Contractor may within fifteen days of receipt of order or occurrence of the excess, claim revision of the rates, supported by proper analysis, for the work in excess of the above mentioned limits, provided that if the rates so claimed are in excess of the rates specified in the schedule of quantities or those derived in accordance with the provisions of sub para (i) to (iii) of conditions 69.1 by more than five percent, the Engineer-In- Charge shall within three months of receipt of the claims supported by analysis, after giving consideration to the analysis of the rates submitted by the Contractor, determine the rates on the basis of the market rates and if the rates so determined exceed the rates specified in the schedule of quantities or those derived in accordance with the provisions of sub paras (i) to (iii) of condition 69.1 by more than five percent, the Contract shall be paid in accordance with the rates determined. In the event of the Contractor failing to claim revision of rates within the stipulated period, or if the rates determined by the Engineer-In-Charge within the period of three months of receipt of the claims supported by analysis are within five percent of the rates specified in the schedule of quantities or of those determined in accordance with the provisions of sub-para (i) to (iii) of condition 69.1, the Engineer-In-Charge shall make payment at the rates as specified in the schedule of quantities or those already determined under sub para (i) to (iii) of condition 69.1 for the quantities in excess of the limits laid down in sub para (v) of condition 69.1.
- 69.3** The provisions of the preceding paragraph shall apply to the decrease in the rates of items for the work in excess of the limits laid down in sub para (v) of condition 69.1 provided that such decrease is more than five percent of rates specified in the schedule of quantities or those derived in accordance with the provisions of sub para (i) to (iii) of condition 69.1 and the Engineer-In-Charge may after giving notice to the Contractor within two months of receipt of order by the Contractor or occurrence of the excess and after taking into consideration any reply received from him within fifteen days of receipt of the notice revise the rates for the work in question within two months of expiry of the said period of fifteen days having regard to the market rates.
- 69.4** The Contractor shall send to the Engineer-In-Charge once every three months an up to date account giving complete details of all claims for additional

payments to which the Contractor may consider himself entitled and of all additional work ordered by the Engineer-In-Charge which he has executed during the preceding quarter failing which the Contractor shall be deemed to have waived his right.

69.5 For the purpose of operation of clause 69.1 (v) the following works shall be treated as works relating to foundation:-

- i) For buildings, compound walls plinth level or 1.2 meters (4 feet) above ground level whichever is lower excluding items of flooring and D.P.C. but including base concrete below the floors.
- ii) For abutments, piers, retaining walls of culverts and bridges, walls of water reservoirs the bed of floor level.
- iii) For retaining walls where floor level is not determinate 1.2 meters above the average ground level or bed level.
- iv) For Roads all items of excavation and filling including treatment of sub base and soiling work.
- v) For water supply lines, sewer lines, under-ground storm water drains and similar works. All items of work below ground level except items of pipe work, masonry work.
- vi) For open storm water drains, all items of work except lining of drains.

70.0 ACTION AND COMPENSATION PAYABLE IN CASE OF BAD WORK

If it shall appear to the Engineer-In-Charge or his authorized subordinate in charge of the work or to the Chief Technical Examiner or to any other inspecting agency of Government/ State Government/ Owner where the work is being executed, that any work has been executed with unsound, imperfect, or unskilful workmanship or with materials of any inferior description, or that any materials or articles provided by him for the execution of the work are unsound or of a quality inferior to that Contracted for or otherwise not in accordance with the Contract, the Contractor shall on demand in writing which shall be made within six months of the completion of the 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 proper charge and cost, and in the event of his failing to do so within a period to be specified by the Engineer-In-Charge in his demand aforesaid, then the Contractor shall be liable to pay compensation at the rate of one percent of the estimated amount put to tender for every day not exceeding ten days, while his failure to do so shall continue and in the case of any such failure, the Engineer-In-Charge may rectify or remove and re-execute the work or remove and replace with others, the

material or articles complained of as the case may be at the risk and expense in all respects of the Contractor.

71.0 POSSESSION PRIOR TO COMPLETION

71.1 EPI shall have the right to take possession of or use any completed or partially completed work or part of the work. Such possession or use shall not be deemed to be any acceptance of any work not completed in accordance with the Contract agreement. If such prior possession or use by EPI delays the progress of work an equitable adjustment in the time of completion will be made and the Contract agreement shall be deemed to be modified accordingly. The decision of EPI in this case shall be final binding and conclusive.

71.2 When the whole of the works or the items or the groups of items of work for which separate periods of completion have been specified have been completed the Contractor will give a notice to that effect to the Engineer in writing. The Engineer shall within 15 days of the date of receipt of such notice inspect the works and either the Engineer-In-Charge issues to the Contractor a completion certificate stating the date on which in his opinion the works were completed in accordance with the Contract or gives instructions in writing to the Contractor specifying the balance items of work which are required to be done by the Contractor before completion certificate could be issued. The Engineer-In-Charge shall also notify the Contractor of any defect in the works affecting completion.

71.3 The Contractor shall during the course of execution prepare and keep updated a complete set of 'as built' drawings to show each and every change from the Contract Drawings, changes recorded shall be countersigned by the Engineer-In-Charge and the Contractor. Four copies of 'as built' drawings shall be supplied to EPI by the Contractor within 30 days of the completion. All costs incurred in this respect shall be borne by the Contractor only.

71.4 COMPLETION CERTIFICATE

71.4.1 Within ten days of the completion of the work, the Contractor shall give notice of such completion to the Engineer-in-Charge and within thirty days of the receipt of such notice, the Engineer-in-Charge shall inspect the work and if there is no defect in the work, Project Head shall furnish the Contractor with a final certificate of completion subject to receiving same from end user/ Client for actual executed works.

71.4.2 But no final certificate of completion shall be issued, nor shall the work be considered to be complete until

- (i) the Contractor shall have
 - (a) removed from the premises on which the work shall be executed all scaffolding, surplus materials, rubbish and all huts and sanitary arrangements required for his/their work people on the site in connection with the execution of the works as shall have been

erected or constructed by the Contractor(s)

And

- (b) cleaned off the dirt from all wood work, doors, windows, walls, floor or other parts of the building, in, upon, or about which the work is to be executed or of which he may have had possession for the purpose of the execution; thereof,

And

- (ii) Not until the work shall have been measured by the Engineer-in-Charge.

71.4.3 If the Contractor shall fail to comply with the requirements of this Clause 71.4.2

(i) above then,

- (i) The Engineer-in-Charge may at the expense of the Contractor

- (a) remove such scaffolding, surplus materials and rubbish etc.,

and/or

- (b) dispose of the same as he thinks fit and clean off such dirt as aforesaid,

And,

- (ii) The Contractor shall have no claim in respect of scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale thereof less actual cost incurred on removal of materials / debris / malba etc.

The Contractor shall be responsible for handing over of project including signing of inventories by the client and shall obtain final work completion certificate in favour of EPI from client. Necessary support for the same, shall however, be provided by EPI. No payment of final bill shall be released.

72.0 COMPENSATION FOR DELAY AND REMEDIES

72.1 If the Contractor fails to maintain the required progress in terms of clause 72.4 or relevant clause of Additional Conditions of Contract, to complete the work and clear the Site on or before the completion date or extended date of completion, he shall, without prejudice to any other right or remedy available under the law to EPI on account of such breach, pay as agreed compensation the amount calculated at the rates stipulated below or such smaller amount as the Engineer-in-charge (whose decision in writing shall be final and binding) may decide on the amount of tendered value of the work for every completed day / week (as applicable) that the progress remains below that specified in Clause 72.4.1 or the relevant clause in Additional Conditions of Contract or that the work remains incomplete. This will also apply to items or group of items for which a separate period of completion has been specified.

| | |
|---|--------------|
| i) For works with completion period not exceeding 3 | @ 1% per day |
|---|--------------|

| | |
|--|-------------------------------|
| month (as originally stipulated) | |
| ii) For works with completion period exceeding 3 months (as originally stipulated) | @ 1% per week or part thereof |

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

The amount of compensation may be adjusted or set-off against any sum payable to the Contractor under this or any other Contract with EPI even after completion of the work.

72.2 CANCELLATION / DETERMINATION OF CONTRACT IN FULL OR PART

Subject to other provisions contained in this clause, the Engineer-In-Charge may, without prejudice to his any other rights or remedy against the Contract 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 full or in part in any of the following cases:

- i) If the Contractor having been given by the Engineer-In-Charge a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in an inefficient or otherwise improper or un-workman like manner shall omit to comply with the requirement of such notice for a period of seven days thereafter; or
- 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; or
- 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 respect by the Engineer-In-Charge; or
- 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 respect by the Engineer-In-Charge; or
- v) If the Contractor shall offer or give or agree to give to any person in EPI 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 action in relation to the obtaining or execution of this or any other Contract for EPI; or

- vi) If the Contractor shall enter into a Contract with EPI 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; or
- vii) If the Contractor shall obtain a Contract with EPI as a result of wrong tendering or other non-bona-fide methods of competitive tendering; or
- 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; or
- ix) If the Contractor being a company, shall pass a resolution or the Court shall make an order for the winding up of the company, or a receiver or manager on behalf of the debenture holders or otherwise shall be appointed or circumstances shall arise which entitle the Court or debenture holders to appoint a receiver or manager; or
- 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; or
- xi) If the Contractor assigns, transfers, sublets (engagement of labour on a piece-work basis or of the 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 and prior written approval of the Engineer- In-Charge.

When the Contractor has made himself liable for action under any of the clauses aforesaid, the Engineer-In-Charge may without prejudice to any other right or remedy which shall have accrued or shall accrue hereafter to EPI, by a notice in writing to cancel the Contract as a whole or only such items of work in default from the Contract.

The Engineer-In-Charge shall on such cancellation by EPI have powers to:

- a) Take possession of Site and any materials, Construction Plant & machinery, implements, stores, etc. thereon; and/ or
- b) Carry out the incomplete work by any means at the risk and cost of the Contractor; and/ or
- c) To determine or rescind the Contract as aforesaid (of which termination

or rescission notice in writing to the Contractor under the hand of the Engineer-In-Charge shall be conclusive evidence). Upon such determination or rescission the full Retention Money recovered by EPI under the Contract and Security Deposit cum Performance Guarantee shall be liable to be forfeited and un-used materials, construction plant & machinery, implements, temporary buildings, etc. shall be taken over and shall be absolutely at the disposal of EPI. If any portion of the Retention Money has not been received or recovered by EPI from RA Bills, it would be called for and forfeited; and/ or

- d) To employ labour and to supply materials, equipment to carry out the work or any part of the work debiting the Contractor with the cost of the labour and the price of the materials, equipment rentals (of the amount of which cost and price certified by the Engineer-In-Charge shall be final and conclusive) against the Contractor and crediting him with the value of the work done in all respects in the same manner and at the same rates as if it had been carried out by the Contractor under the terms of his Contract. The certificate of the Engineer-In-Charge as to the value of the work done shall be final and conclusive against the Contractor provided always that action under the sub-clause shall only be taken after giving notice in writing to the Contractor. Provided also that if the expenses incurred by the EPI are less than the amount payable to the Contractor at his agreement rates, the difference shall not be paid to the Contractor; and/or
- e) 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 or delayed with reference to the General Conditions of Contract clause no. 72.4.1 and/ or relevant clause of Additional Conditions of Contract, out of his hands and to give it to another Contractor to complete in which case any expenses which may be incurred in excess of the sum which would have been paid to the original Contractor if the whole work had been executed by him (of the amount of which excess the certificate in writing of the Engineer-In-Charge shall be final and conclusive) shall be borne and paid by the original Contractor and may be deducted from any money due to him by EPI under his Contract or on any other account whatsoever or from his Retention Money, Security Deposit cum Performance Guarantee or the proceeds of sales of unused materials, construction plants & machinery, implements temporary buildings etc. thereof or a sufficient part thereof as the case may be. If the expenses incurred by EPI are less than the amount payable to the Contractor at his agreement rates, the difference shall not be paid to the Contractor; and/ or
- f) By a notice in writing to withdraw from the Contractor any items or items of work as the Engineer-In-Charge may determine in his absolute discretion and get the same executed at the risk and cost of the Contractor.

Any excess expenditure incurred or to be incurred by EPI in completing the

works or part of the works or the excess loss or damages suffered or may be suffered by EPI as aforesaid after allowing such credit shall without prejudice to any other right or remedy available to EPI in law be recovered from any moneys due to the Contractor on any account, and if such moneys are not sufficient the Contractor shall be called upon in writing and shall be liable to pay the same within 30 days.

If the Contractor shall fail to pay the required sum within the aforesaid period of 30 days, the Engineer-In-Charge shall have the right to sell any or all of the Contractor's unused materials, Construction Plant, machinery, implements, temporary buildings, etc. and apply the proceeds of sale thereof towards the satisfaction of any sums due from the Contractor under the Contract and if thereafter there be any balance outstanding from the Contractor, it shall be recovered in accordance with the provisions of the Contract and law.

Any sums in excess of the amounts due to EPI and unsold materials, Construction Plant etc. shall be returned to the Contractor, provided always that if cost or anticipated cost of completion by EPI of the works or part of the works is less than the amount which the Contractor would have been paid had he completed the works or part of the works, such benefit shall not accrue to the Contractor.

In the event of anyone or more of the above courses being adopted by the Engineer-In-Charge the Contractor shall have no claim to compensation whatsoever for any loss sustained by him by reasons of his having purchased or procured any materials or entered into any engagements or made any advances on account or with a view to the execution of the work or the performance of the Contract. And in case action is taken under any of the provisions aforesaid the Contractor shall not be entitled to recover or be paid any sum for any work thereof or actually performed under this Contract unless and until the Engineer-In-Charge has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified. Provided further that if any of the recoveries to be made, while taking action as per (d) and/or (e) above, are in excess of the Retention Money & Security Deposit cum Performance Guarantee forfeited, these shall be limited to the amount by which the excess cost incurred by the EPI exceeds the Retention Money & Security Deposit cum Performance Guarantee so forfeited.

Right of EPI after Rescission of Contract owing to Default of Contractor:

In the event of any or several of the courses, referred to Clause (72.2), i to xi of this Clause, being adopted in the Contract which has been rescinded as a whole, the Security Deposit already with EPIs under the Contract shall be encashed / forfeited and the Performance Guarantee already submitted for the Contract shall be encashed. The balance work shall be got done independently without risk & cost of the failed Contractor. The failed Contractor shall be debarred from participating in the tender for executing the balance work. If the failed Contractor is a JV or a



Partnership firm, then every member/partner of such a firm shall be debarred from participating in the tender for the balance work in his/her individual capacity or as a partner of any other JV /partnership firm. Further the authorized representative of failed Contractor cannot be accepted as authorized representative in new Contract.

72.3 CONTRACTOR LIABLE TO PAY COMPENSATION EVEN IF ACTION NOT TAKEN

In any case in which any of the powers conferred upon the Engineer-In-Charge by relevant clause thereof, shall have become exercisable and the same are not exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any future case of default by the Contractor and the liability of the Contractor for compensation shall remain unaffected. In the event of the Engineer-In-Charge putting in force all or any of the powers vested in him under the preceding clause he may, if he so desires after giving a notice in writing to the Contractor, take possession of (or at the sole discretion of the Engineer-In-Charge which shall be final and binding on the Contractor) use as on hire (the amount of the hire money being also in the final determination of the Engineer-In-Charge) all or any tools, plant, machinery, materials and stores, in or upon the works, or the site thereof belonging to the Contractor, or procured by the Contractor and intended to be used for the execution of the work / or any part thereof, paying or allowing for the same in account at the Contract rates, or in the case of these not being applicable, at current market rates to be certified by the Engineer-In-Charge, whose certificate thereof shall be final, and binding on the Contractor and/or direct the Contractor, clerk of the works, foreman or other authorized agent to remove such tools, machinery, plant, materials, or stores from the premises (within a time to be specified in such notice) in the event of the Contractor failing to comply with any such requisition, the Engineer-In-Charge may remove them at the Contractor's expense or sell them by auction or private sale on account of the Contractor and his risk in all respects and the certificate of the Engineer-In-Charge as to the expenses of any such removal and the amount of the proceeds and expenses of any such sale shall be final and conclusive against the Contractor.

72.4 TIME ESSENCE OF CONTRACT & EXTENSION FOR DELAY

The time allowed for execution of the Works as specified in the terms of Contract or the extended time in accordance with these conditions shall be the essence of the Contract. The execution of the works shall commence from the 10th day or such time period as mentioned in letter of Acceptance/ Letter of Intent after the date on which the Engineer-In-Charge issues written orders to commence the work. If the Contractor commits default in commencing the execution of the work as aforesaid, the Executing Agency shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the earnest money absolutely.

72.4.1 With issue of Letter of Acceptance/ Letter of Intent, the Contractor shall submit following

- i. Time and Progress Chart (CPM/ PERT/ Quantified Bar Chart) and get it approved by the Engineer-In-Charge.
- ii. 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 (mile-stones) of the dates of commencement and completion of various items, trades, 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 stipulated in the Contract documents,
- iii. and further to ensure good progress during the execution of the work, the Contractor shall in all cases in which the time allowed for any work exceeds one month (save for special jobs for which a separate program has been agreed upon) complete 1/8th of the whole of work before 1/4th of the whole time allowed in the Contract has elapsed,
- iv. 3/8th of the work before one half of such time has elapsed and 3/4th of the work before 3/4th of such time has elapsed.
- v. The physical report including photographs shall be submitted by the Contractor on the prescribed format & the intervals (not exceeding a month) as decided by the Engineer in Charge.
- vi. The compensation for delay as per clause 72.1 shall be leviable at intermediate stages also, in case the required progress is not achieved to meet the above time deadlines of the completion period and/ or milestones of time and progress chart, provided always that the total amount of Compensation for delay to be paid under this condition shall not exceed 10% (Ten Percent) of the tendered value of work".

72.4.2 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 of workmen, strike or lockout, affecting any or 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 responsibility of EPI or,
- vii) non-availability or break down of tools and plant to be supplied or supplied by EPI or,

viii) any other cause which, in the absolute discretion of EPI, is beyond the Contractor's control,

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

72.4.3 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. The Contractor may also, if practicable, indicate in such a request the period for which extension is desired. In any such case EPI may give a fair and reasonable extension of time for completion of work. Such extension shall be communicated to the Contractor by the Engineer- In-Charge in writing, within 3 months of the date of receipt of such request. Non- application by the Contractor for extension of time shall not be a bar for giving a fair and reasonable extension by the Engineer-In-Charge and the extension of time so given by the Engineer-In-Charge shall be binding on the Contractor.

72.4.4 In the event of a delay caused by the Contractor, even if an extension of time (EOT) has been granted by the Client/EPI, all expenses incurred by the EPI shall be recovered from the Contractor. This includes the salary, travel and daily allowance (TA & DA) of all relevant personnel, as well as office expenses

73.0 WITHHOLDING AND LIEN IN RESPECT OF SUMS DUE FROM CONTRACTOR

73.1 Whenever any claim or claims for payment of a sum of money arises out of or under the Contract or against the Contractor, EPI 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, EPI shall be entitled to withhold the Retention Money, 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, EPI 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 Contracts pending finalization or adjudication of any such claim.

73.2 It is an agreed term of the Contract that the sum of money or moneys so withheld or retained under the lien referred to above by the Engineer-In-Charge or EPI will be kept withheld or retained as such by the Engineer-In-Charge or EPI till the claim arising out of or under the Contract is determined by the Arbitrator / 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 sole proprietor or a partnership firm or a limited company, etc. the Engineer-In-Charge or EPI 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 proprietor /partnership firm/limited company, as the case may be whether in his individual capacity or otherwise.

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

73.3 LIEN IN RESPECT OF CLAIMS IN OTHER CONTRACTS

Any sum of money due and payable to the Contractor (including the Retention Money & Security deposit returnable to him) under the Contract may be withheld or retained by way of lien by the Engineer-In-Charge or by EPI against any claim of the Engineer-In-Charge or EPI 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 EPI.

It is an agreed term of the Contract that the sum of money so withheld or retained under this clause by the Engineer-In-Charge or EPI will be kept withheld or retained as such by the Engineer-In-Charge or EPI or till his claim arising out of the same Contract or any other Contract is either mutually settled or determined by the Arbitrator or 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.

74.0 DEFECTS LIABILITY PERIOD

~~The Contractor shall be responsible for the rectification of defects in the works for a period of twelve months from the date of taking over of the works by the Owner/ Client. Any defects discovered and brought to the notice of the Contractor forthwith shall be attended to and rectified by him at his own cost and expense. In case the Contractor fails to carry out these rectifications, the same may without prejudice to any other right or remedy available, be got rectified by~~

EPI at the cost and expense of the Contractor.

75.0 FORCE MAJEURE

Any delay or failure of the performance of either party hereto shall not constitute default hereunder to give rise to any claims for damages, if any to the Extent such delay or failure of performance is caused by occurrences such as Acts of God or the public enemy, expropriation, compliance with any order or request of Government authorities/ Courts, acts of war, rebellions, sabotage fire, floods, illegal strikes, or riots (other than Contractor's employees). Only extension of time shall be considered for Force Majeure conditions as accepted by EPI. No adjustment in Contract price shall be allowed for reasons of force majeure.

76.0 DISPUTE RESOLUTION:

Amicable Resolution

Save where expressly stated to the contrary in this document, any dispute, difference or controversy of whatever nature between the Parties, howsoever arising under, out of or in relation to this document, including those arising with regard to acts, decision or opinion of the EPI (the "Dispute") and so notified in writing by either Party, shall in the first instance be attempted to be resolved amicably by the representatives of the Parties in accordance with the procedure set forth as below:

Mutual Settlement of Disputes: - In the event of any Dispute between the Parties, either Party may call upon the Regional In-charge/ concerned officer, as the case may be, to mediate and assist the Parties in arriving at an amicable settlement thereof.

Upon such reference, the representatives of the Parties shall within 15 (fifteen) days of service of a written notice from one Party to the other Party (ies), hold a meeting with an effort to resolve the Dispute in good faith and the dispute may be mutually settled between the parties.

If the Dispute is not amicably settled within 15 (fifteen) days of reference of said dispute, either Party may refer the dispute to mediation in accordance with the provisions of below:

Mediation

In case of any dispute /differences, such dispute shall be referred for mediation by either parties to CMD of EPI for resolution of dispute and CMD may nominate any person/committee for mediation of the dispute. If such dispute is not resolved within a period of 30 days from the date of reference to CMD of EPI, then in such a case matter /dispute shall be referred to the Court for resolution.

Dispute between Govt. bodies

"In the event of any dispute or difference relating to the interpretation and

application of the provisions of commercial Contract(s) between Central Public Sector Enterprises (CPSEs) / Port Trusts inter se and also between CPSEs and Government Department Organizations (excluding disputes relating to Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for its resolution through AMRCD as mentioned in DPE OM No. 05/0003/2019-FTS-10937 dated 14th December, 2022 and the decision of AMRCD on the said dispute will be binding on both the parties."

Jurisdiction

The courts in New Delhi alone will have jurisdiction to deal with matters/disputes arising there from, to the exclusion of all other courts.

77.0 SUSPENSION OF WORKS

- (a) The Contractor shall, on receipt of the order in writing of the Engineer-In-Charge, suspend the progress of the works or any part thereof for such time and in such manner, as the Engineer-In-Charge may consider necessary for any of the following reasons:
- i) On account of any default on part of the Contractor, or
 - ii) For proper execution of the works or part thereof for reason other than the default of the Contractor, or
 - iii) For safety of the works or part thereof.

The Contractor shall, during such suspension, properly protect and secure the works to the extent necessary and carry out the instructions given in that behalf by the Engineer-In-Charge.

- (b) If the suspension is ordered for reasons (ii) and (iii) in sub-para (a) above, the Contractor shall be entitled to an extension of the time equal to the period of every such suspension plus 25%. No adjustment of Contract price will be allowed for reasons of such suspension.
- (c) In the event of the Contractor treating the suspension as an abandonment of the Contract by EPI, he shall have no claim to payment of any compensation on account of any profit or advantage which he may have derived from the execution of the work in full but which he could not derive in consequence of the abandonment.
- (d) The Contractor shall resume work in all earnestness after suspension has been lifted by EPI.

78.0 TERMINATION OF CONTRACT ON DEATH OF CONTRACTOR

If the Contractor is an individual or a proprietorship concern and the individual or the proprietor dies then unless the Engineer-In-Charge is satisfied that the legal representatives of the individual Contractor or of the proprietor of the proprietary concern and in the case of partnership firm, the surviving partners, are capable of carrying out and completing the Contract, the Engineer-In-Charge shall be

entitled to cancel the Contract as to its incomplete part without EPI being in any way liable to payment of any compensation to the estate of the deceased Contractor and/or to surviving partners of the Contractor's firm on account of cancellation of the Contract. Such cancellation of Contract shall be without prejudice to any of the rights & remedies available to the Engineer-In-Charge under the Contract. The decision of the Engineer-In-Charge that the legal representatives of the deceased Contractor or the surviving partners of the Contractor's firm cannot carry out and complete the Contract shall be final and binding on the parties.

79.0 CLARIFICATION AFTER TENDER SUBMISSION

Tenderer's attention is drawn to the fact that during the period, the bids are under consideration, the bidders are advised to refrain from contacting by any means, EPI and/or his employees/ representatives on matters related to the bid under consideration and that if necessary, EPI will obtain clarifications in writing or as may be necessary. The Tender evaluation and process of award of works is done by duly authorized Tender Scrutiny Committee and this committee is authorized to discuss and get clarification from the tenderers.

80.0 ADDENDA/ CORRIGENDA

Addenda/Corrigenda to the Tender Documents may be issued prior to the date of opening of the Tender to clarify or effect modification in specification and/or Contract terms included in various Tender Documents. The tenderer shall suitably take into consideration such Addenda/Corrigenda while submitting his tender. The tenderer shall return such Addenda/ Corrigenda duly signed and stamped as confirmation of its receipt and submit along with the Tender Document. All Addenda/ Corrigenda shall be signed and stamped on each page by the tenderer and shall become part of the Tender and Contract documents.

81.0 QUALITY ASSURANCE PROGRAMME

To ensure that the works/services under the scope of this Contract are in accordance with the specifications, the Contractor shall adopt Quality Assurance Programme to control such activities at the necessary points. The Contractor shall prepare and finalize such Quality Assurance Programme within 15 days from Letter of Acceptance. EPI shall also carry out quality audit and quality surveillance of systems and procedures of Contractor's quality control activities. A Quality Assurance Programme of Contractor shall generally cover the following:

- a) His organization structure for the management and implementation of the proposed Quality Assurance Program.
- b) Documentation control system.
- c) The procedure for procurement of materials and source inspection.

- d) System for site controls including process controls.
- e) Control of non-conforming items and systems for corrective actions.
- f) Inspection and test procedure for site activities.
- g) System for indication and appraisal of inspection status.
- h) System for maintenance of records.
- i) System for handling, storage and delivery.
- j) A quality plan detailing out quality practices and procedures, relevant standards and acceptance levels for all types of work under the scope of this Contract.

All the quality reports shall be submitted by the Contractors in the formats appended hereto. Checklist enclosed here in this document shall be followed while carrying out Construction activities (items). If any item is not covered by the Checklist/ Formats appended hereto, the Format for the same may be developed and submitted to Engineer-In-Charge for approval and the same shall be adopted. These filled in formats shall be prepared in two copies and duly signed by representatives of Contractor and EPI. All the costs associated with printing of Formats and testing of materials required as per technical specifications or by Engineer-In-Charge shall deemed to be included in the Contractor's quoted rates of various items of work in the Schedule/ Bill of Quantities.

82.0 APPROVAL OF TEMPORARY / ENABLING WORKS

The setting and nature of all offices, huts, access road to the work areas, and all other temporary works as may be required for the proper execution of the works shall be subject to the approval of the Engineer-In-Charge.

All the equipment, labour, material including cement, reinforcement and the structural steel required for the enabling/ temporary works associated with the entire Contract shall have to be arranged by the Contractor only. Nothing extra shall be paid to the Contractor on this account and the unit rates quoted by the Contractor for various items in the Bill of Quantities shall be deemed to include the cost of enabling works.

83.0 CONTRACT COORDINATION PROCEDURES, COORDINATION MEETINGS AND PROGRESS REPORTING

The Contractor shall prepare and finalize in consultation with EPI, a detailed Contract coordination procedure within 15 days from the date of issue of Letter of Acceptance/ Letter of Intent for the purpose of execution of the Contract.

The Contractor shall have to attend all the meetings at any place in India at his own cost with EPI, Owners/ Clients or Consultants of EPI/ Owner/ Client during the currency of the Contract, as and when required and fully cooperate with such persons and agencies involved during these discussions. The Contractor shall not deal in any way directly with the Clients/ Owners or Consultants of EPI/

Owner/ Clients and any dealing/ correspondence if required at any time with Clients/ Owners/ Consultants shall be through EPI only.

During the execution of the work, Contractor shall submit at his own cost detailed Monthly progress report to the Engineer-In-Charge of EPI by 5th of every month. The format of monthly progress report shall be as approved by Engineer-In-Charge of EPI.

84.0 CONTRACT AGREEMENT

The Contractor shall enter into a Contract agreement with EPI within 21 days of the Letter of Acceptance or within such extended timeframe, as may be granted by EPI. The Contractor shall be responsible for the cost of stamp papers, stamp duty, and registration, if applicable, on the Contract. In the event that the Contractor does not sign the agreement as outlined above or does not commence work within the time frame specified in the Memorandum to the Form of Tender, the earnest money shall be forfeited, and the letter of acceptance shall be withdrawn.

85.0 MANNER OF EXECUTION OF AGREEMENT

- i. The agreement as per prescribed Performa as enclosed to the this GCC or Additional Conditions of Contract (as per the clause of Order of Preference of Documents) shall be signed at the office of EPI within time specified in the Memorandum to the Form of Tender or within such extended time. The Contractor shall provide for signing of the Contract, appropriate Power of Attorney in favour of the authorised representative duly attested by notary Public and the requisite documents / materials. Till a formal Contract is prepared and executed, the Letter of acceptance read in conjunction with the Bidding Documents will constitute a binding Contract.
- ii. The agreement will be signed in two originals and three more copies, EPI shall retain the 'Original', the Contractor shall be provided with the other signed original and the remaining three copies will be retained by EPI. In case of a dispute of any kind whatsoever, the 'Original' retained by EPI alone shall be treated as the 'Original Agreement'.

86.0 PURCHASE PREFERENCE TO PUBLIC SECTOR ENTERPRISES

EPI reserves its right to extend Purchase Preference to Central Public Sector Enterprises (CPSEs) as per policy of Government of India, if any, as applicable on this work. The tenderers are requested to go through latest instructions of Government of India on its Purchase Preference Policy for CPSEs before quoting for the Tender.

87.0 CHANGE IN FIRM'S CONSTITUTION TO BE INTIMATED

Where the Contractor is a partnership firm, prior approval in writing of EPI shall be obtained before any change is made in the constitution of the firm. Where the Contractor is an individual or a Hindu undivided family business

concern such approval as aforesaid shall likewise be obtained before the Contractor enters into any partnership agreement whereunder the partnership firm would have the right to carry out the works hereby undertaken by the Contractor. If prior approval as aforesaid is not obtained, the Contract shall be deemed to have been assigned in contravention of Clause 59.1 hereof and EPI shall be entitled to take action under Clause 72.2 (xi).

88.0 COMPLIANCE WITH ISO PROCEDURES

EPI is an ISO-9001: 2015, ISO 14001 : 2015, ISO 45001 : 2017 and ISO/IEC 27001 : 2013 Company. The conditions of the ISO as applicable shall be followed by the Contractor for implementation & maintaining the established procedures of EPI.

89.0 Work Capital Capacity

Contractor must have working capital i.e. Minimum (2-3 months) for aforesaid works to fund their day-to-day operations, cover expenses, and take on new projects without disrupting cash flow. This will be mandate to keep the Progress of works continue without any hurdle

90.0 Providing plantation of trees at project site and maintenance of the same up to defect liability period

In case of change in layout/fouling with facilities/structure, the same may be replanted & their survival growth shall be ensured by the Contractor as per instruction of EPI/Client.

91.0 THIRD PARTY SAFETY AUDIT:

An experienced and reputed agency shall be engaged/ appointed by the Contractor for periodic audit (On Qly basis) of Safety measures in the construction work. The scope of work of the agency so engaged shall be as under:

- A. Safety Audit and Implementation of Safety Measures.
- B. The duties of Safety Audit agency shall further include the following: -
 - a) Plan and organize measures necessary for creating a safe working environment for all workmen engaged at site and to prevent any kind of personal injuries and damage to property;
 - b) To advise on safety aspects in all job studies, and to carry out detailed job safety studies of selected jobs and to formulate Job Hazard Analysis Report and Safety Manual during initial mobilization stage of the project.
 - c) Prepare action proposed to be taken to prevent personal injuries and damage to property.
 - d) Conduct site safety inspections, in order to observe the physical conditions of work and the work practices and procedures followed by

workers and to render advice on measures to be adopted for removing the unsafe physical conditions and preventing unsafe actions by workers and to ensure that the same will be implemented at site. To prepare & submit visit report to Engineer-in-charge.

- e) To report and investigate accidents and near misses and to recommend the preventive measures so as to ensure non-occurrence of such cases and to ensure.
- f) To maintain such records as are necessary relating to accidents, dangerous occurrences and industrial diseases.
- g) To organise in association with the concerned departments, campaigns, competitions, contests and other activities which will create awareness and will develop and maintain the interest of the workers in establishing and maintaining safe conditions of work and procedures.
- h) To design and conduct suitable training and educational programme for the prevention of personal injuries.
- i) Visit to workman camps and monitoring & ensuring the total hygienic conditions are provided for workman.

LABOUR SAFETY PROVISIONS

- 1.0 Suitable scaffolds should be provided for workmen for all works that cannot safely be done from the ground, or from solid construction except such short period work as can be done safely from ladders. When a ladder is used, an extra mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying materials as well suitable footholds and hand-hold shall be provided on the ladder and the ladder shall be given an inclination not steeper than $\frac{1}{4}$ to $1\frac{1}{4}$ horizontal and 1 vertical)
- 2.0 Scaffolding of staging more than 3.6 m (12ft.) above the ground or floor, swung or suspended from an overhead support or erected with stationary support shall have a guard rail properly attached or bolted, braced and otherwise secured at least 90 cm. (3ft.) high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such opening as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.
- 3.0 Working platforms, gangways and stairways should be so constructed that they should not sag unduly or unequally, and if the height of the platform or the gangway or the stairway is more than 3.6 m (12ft.) above ground level or floor level, they should be closely boarded, should have adequate width and should be suitably fastened as described in (2.0) above.
- 4.0 Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of person or materials by providing suitable fencing or railing whose minimum height shall be 90 cm. (3ft.)
- 5.0 Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9m. (30ft.) in length while the width between side rails in rung ladder shall in no case be less than 29 cm. (11½") for ladder upto and including 3 m. (10 ft.) in length. For longer ladders, this width should be increased at least $\frac{1}{4}$ " for each additional 30 cm. (1 foot) of length. Uniform step spacing of not more than 30 cm shall be kept. Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites or work shall be so stacked or placed as to cause danger or inconvenience to any person or the public. The contractor shall provide all necessary fencing and lights to protect the public from accident and shall be bound to bear the expenses of defence of every suit, action or other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and cost which may be awarded in any such suit; action or proceedings to any such person or which may, with the consent of the contractor, be paid to compensate any claim by any such person.

6.0 (a) Excavation and Trenching

All trenches 1.2 m. (4ft.) or more in depth, shall at all times be supplied with at least one ladder for each 30 m. (100 ft.) in length or fraction thereof, Ladder shall extend from bottom of the trench to at least 90 cm. (3ft.) above the surface of the ground. The side of the trenches which are 1.5 m. (5ft.) or more in depth shall be stepped back to give suitable slope or securely held by timber bracing, so as to avoid the danger of sides collapsing. The excavated materials shall not be placed within 1.5 m. (5ft.) of the edges of the trench

or half of the depth of the trench whichever is more. Cutting shall be done from top to bottom. Under no circumstances, undermining or undercutting shall be done.

(b) Safety Measures for digging bore holes:-

- (i) If the bore well is successful, it should be safely capped to avoid caving and collapse of the bore well. The failed and the abandoned ones should be completely refilled to avoid caving and collapse;
- (ii) During drilling, sign boards should be erected near the site with the address of the drilling contractor and the Engineer-in-charge of the work;
- (iii) Suitable fencing should be erected around the well during the drilling and after the installation of the rig on the point of drilling, flags shall be put 50m around the point of drilling to avoid entry of people
- (iv) After drilling the borewell, a cement platform (0.50m x 0.50m x 1.20m) 0.60m above ground level and 0.60m below ground level should be constructed around the well casing;
- (v) After the completion of the borewell, the contractor should cap the bore well properly by welding steel plate, cover the bore well with the drilled wet soil and fix thorny shrubs over the soil. This should be done even while repairing the pump;
- (vi) After the bore well is drilled the entire site should be brought to the ground level.

7.0 Demolition:-

Before any demolition work is commenced and also during the progress of the work,

- (i) All roads and open areas adjacent to the work site shall either be closed or suitably protected.
- (ii) No electric cable or apparatus which is liable to be a source of danger or a cable or apparatus used by the operator shall remain electrically charged.
- (iii) All practical steps shall be taken to prevent danger to persons employed from risk of fire or explosion or flooding. No floor, roof or other part of the building shall be so overloaded with debris or materials as to render it unsafe.

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

- (i) Workers employed on mixing asphaltic materials, cement and lime mortars shall be provided with protective footwear and protective goggles.
- (ii) Those engaged in white washing and mixing or stacking of cement bags or any material which is injurious to the eyes, shall be provided with protective goggles.
- (iii) Those engaged in welding works shall be provided with welder's protective eye shields.

- (iv) Stone breaker shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.
- (v) When workers are employed in sewers and manholes, which are in active use, the contractors shall ensure that the manhole covers are opened and ventilated atleast for an hour before the workers are allowed to get into the manholes, and the manholes so opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident to the public. In addition, the contractor shall ensure that the following safety measure are adhered to :-
- (a) Entry for workers into the line shall not be allowed except under supervision of the JE or any other higher officer.
- (b) At least 5 to 6 manholes upstream and downstream should be kept open for at least 2 to 3 hours before any man is allowed to enter into the manhole for working inside.
- (c) Before entry, presence of Toxic gases should be tested by inserting wet lead acetate paper which changes colour in the presence of such gases and gives indication of their presence.
- (d) Presence of Oxygen should be verified by lowering a detector lamp into the manhole. In case, no Oxygen is found inside the sewer line, workers should be sent only with Oxygen kit.
- (e) Safety belt with rope should be provided to the workers. While working inside the manholes, such rope should be handled by two men standing outside to enable him to be pulled out during emergency.
- (f) The area should be barricaded or cordoned of by suitable means to avoid mishaps of any kind. Proper warning signs should be displayed for the safety of the public whenever cleaning works are undertaken during night or day
- (g) No smoking or open flames shall be allowed near the blocked manhole being cleaned.
- (h) The malba obtained on account of cleaning of blocked manholes and sewer lines should be immediately removed to avoid accidents on account of slippery nature of the malba.
- (i) Workers should not be allowed to work inside the manhole continuously. He should be given rest intermittently. The Engineer-in-Charge shall decide the time up to which a worker may be allowed to work continuously inside the manhole.
- (j) Gas masks with Oxygen Cylinder should be kept at site for use in emergency.
- (k) Air-blowers should be used for flow of fresh air through the manholes. Whenever called for, portable air blowers are recommended for ventilating the manholes. The Motors for these shall be vapour proof and of totally enclosed type. Non sparking gas engines also could be used but they should be placed at least 2 metres away from the opening and on the leeward side protected from wind so that they will not be a source of friction on any inflammable gas that might be present.

- (l) The workers engaged for cleaning the manholes/sewers should be properly trained before allowing to work in the manhole. The workers shall be provided with Gumboots or non sparking shoes bump helmets and gloves non sparking tools safety lights and gas masks and portable air blowers (when necessary). They must be supplied with barrier cream for anointing the limbs before working inside the sewer lines.
- (m) putting his full weight on it to guard against insecure fastening due to corrosion of the rung fixed to manhole well.
- (n) If a man has received a physical injury, he should be brought out of the sewer immediately and adequate medical aid should be provided to him.
- (o) The extent to which these precautions are to be taken depend on individual situation but the decision of the Engineer-in-Charge regarding the steps to be taken in this regard in an individual case will be final.

Workmen descending a manhole shall try each ladder stop or rung carefully before

- (vi) The Contractor shall not employ men and women below the age of 18 years on the work of painting with products containing lead in any form. Wherever men above the age of 18 are employed on the work of lead painting, the following precaution should be taken:-
 - (a) No paint containing lead or lead products shall be used except in the form of paste or ready made paint.
 - (b) Suitable face masks should be supplied for use by the workers when paint is applied in the form of spray or a surface having lead paint is dry rubbed and scrapped.
 - (c) Overalls shall be supplied by the contractors to the workmen and adequate facilities shall be provided to enable the working painters to wash during and on the cessation of work.
- (vii) Workmen executing work on scaffolds or other structures above specified height shall be provided with full body harness and fall arresters.

9. An additional clause

- (viii) The Contractor shall not employ women and men below the age of 18 on the work of painting with product containing lead in any form, wherever men above the age of 18 are employed on the work of lead painting, the following principles must be observed for such use :
 - a) White lead, sulphate of lead or product containing these pigment, shall not be used in painting operation except in the form of pastes or paint ready for use.
 - b) Measures shall be taken, wherever required in order to prevent danger arising from the application of a paint in the form of spray.
 - c) Measures shall be taken, wherever practicable, to prevent danger arising out of from dust caused by dry rubbing down and scraping.
 - d) Adequate facilities shall be provided to enable working painters to wash during and on cessation of work.
 - e) Overall shall be worn by working painters during the whole of working period.

- f) Suitable arrangement shall be made to prevent clothing put off during working hours being spoiled by painting materials.
- g) Cases of lead poisoning and suspected lead poisoning shall be notified and shall be subsequently verified by medical man appointed by competent authorities of the Consultant.
- h) EPI may require, when necessary medical examination of workers.
- i) Instructions with regard to special hygienic precautions to be taken in the painting trade shall be distributed to working painters.

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

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

- (i) These shall be of good mechanical construction, sound materials and adequate strength and free from patent defects and shall be kept repaired and in good working order. Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength, and free from patent defects.
- (ii) Every crane driver or hoisting appliance operator shall be properly qualified and no person under the age of 21 years should be in charge of any hoisting machine including any scaffolding winch or give signals to operator.
- (iii) In case of every hoisting machine and of every chain ring hook, shackle swivel and pulley block used in hoisting or as means of suspension, the safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with the safe working load. In case of a hoisting machine having a variable safe working load each safe working load and the condition under which it is applicable shall be clearly indicated. No part of any machine or any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.
- (iv) In case of EPI machines, the safe working load shall be notified by the Electrical Engineer-in-Charge. As regards contractor's machines the contractors shall notify the safe working load of the machine to the Engineer-in-Charge whenever he brings any machinery to site of work and get it verified by the Electrical Engineer concerned.

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

13. All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities should be provided at or near places of work.
14. These safety provisions should be brought to the notice of all concerned by display on a notice board at a prominent place at work spot. The person responsible for compliance of the safety code shall be named therein by the contractor.
15. To ensure effective enforcement of the rules and regulations relating to safety precautions the arrangements made by the contractor shall be open to inspection by the Labour Officer-or their representatives.
16. Notwithstanding the above clauses from (1) to (15), there is nothing in these to exempt the contractor from the operations of any other Act or Rule in force in the Republic of India

Model Rules for the Protection of Health and Sanitary Arrangements for Workers

1. APPLICATION

These rules shall apply to all buildings and construction works in which twenty or more workers are ordinarily employed or are proposed to be employed in any day during the period during which the contract work is in progress.

2. DEFINITION

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

3. FIRST-AID FACILITIES

- (i) At every work place, there shall be provided and maintained, so as to be easily accessible during working hours, first-aid boxes at the rate of not less than one box for 150 contract labour or part thereof ordinarily employed.
- (ii) The first-aid box shall be distinctly marked with a red cross on white back ground and shall contain the following equipment:-
 - (a) For work places in which the number of contract labour employed does not exceed 50- Each first-aid box shall contain the following equipment :-
 1. 6 small sterilised dressings.
 2. 3 medium size sterilized dressings.
 3. 3 large size sterilized dressings.
 4. 3 large sterilized burn dressings.
 5. 1 (30 ml.) bottle containing a two per cent alcoholic solution of iodine.
 6. 1 (30 ml.) bottle containing salvolatile having the dose and mode of administration indicated on the label.
 7. 1 snakebite lancet.
 8. 1 (30 gms.) bottle of potassium permanganate crystals.
 9. 1 pair scissors.
 10. 1 copy of the first-aid leaflet issued by the Director General, Factory Advice Service and Labour Institutes, Government of India.
 11. 1 bottle containing 100 tablets (each of 5 gms.) of aspirin.
 12. Ointment for burns.

13. A bottle of suitable surgical antiseptic solution.
- (b) For work places in which the number of contract labour exceed 50. Each first-aid box shall contain the following equipments.
 1. 12 small sterilised dressings.
 2. 6 medium size sterilised dressings.
 3. 6 large size sterilized dressings.
 4. 6 large size sterilised burn dressings.
 5. 6 (15 gms.) packets sterilised cotton wool.
 6. 1 (60 ml.) bottle containing a two per cent alcoholic solution iodine.
 7. 1 (60 ml.) bottle containing salvolatile having the dose and mode of administration indicated on the label.
 8. 1 roll of adhesive plaster.
 9. 1 snake bite lancet.
 10. 1 (30 gms.) bottle of potassium permanganate crystals.
 11. 1 pair scissors.
 12. 1 copy of the first-aid leaflet issued by the Director General Factory Advice Service and Labour Institutes /Government of India.
 13. A bottle containing 100 tablets (each of 5 gms.) of aspirin.
 14. Ointment for burns.
 15. A bottle of suitable surgical antiseptic solution.
- (iii) Adequate arrangements shall be made for immediate recoupment of the equipment when necessary.
- (iv) Nothing except the prescribed contents shall be kept in the First-aid box.
- (v) The first-aid box shall be kept in charge of a responsible person who shall always be readily available during the working hours of the work place.
- (vi) A person in charge of the First-aid box shall be a person trained in First-aid treatment in the work places where the number of contract labour employed is 150 or more.
- (vii) In work places where the number of contract labour employed is 500 or more and hospital facilities are not available within easy distance from the works. First-aid posts shall be established and run by a trained compounder. The compounder shall be on duty and shall be available at all hours when the workers are at work.
- (viii) Where work places are situated in places which are not towns or cities, a suitable motor transport shall be kept readily available to carry injured person or person suddenly taken ill to the nearest hospital.

4. DRINKING WATER

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

5. WASHING FACILITIES

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

6. LATRINES AND URINALS

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

Provided that, where the number of males or females exceeds 100, it shall be sufficient if there is one latrine for 25 males or females as the case may be upto the first 100, and one for every 50 thereafter.
- (ii) Every latrine shall be under cover and so partitioned off as to secure privacy, and shall have a proper door and fastenings.
- (iii) Construction of latrines: The inside walls shall be constructed of masonry or some suitable heat-resisting nonabsorbent materials and shall be cement washed inside and outside at least once a year, Latrines shall not be of a standard lower than borehole system.
- (iv) (a) Where workers of both sexes are employed, there shall be displayed outside each block of latrine and urinal, a notice in the language understood by the majority of the workers "For Men only" or "For Women Only" as the case may be.
(b) The notice shall also bear the figure of a man or of a woman, as the case may be.

- (v) There shall be at least one urinal for male workers upto 50 and one for female workers upto fifty employed at a time, provided that where the number of male or female workmen, as the case may be exceeds 500, it shall be sufficient if there is one urinal for every 50 males or females upto the first 500 and one for every 100 or part thereafter.
- (vi) (a) The latrines and urinals shall be adequately lighted and shall be maintained in a clean and sanitary condition at all times.
 (b) Latrines and urinals other than those connected with a flush sewage system shall comply with the requirements of the Public Health Authorities.
- (vii) Water shall be provided by means of tap or otherwise so as to be conveniently accessible in or near the latrines and urinals.
- (viii) **Disposal of excreta** :- Unless otherwise arranged for by the local sanitary authority, arrangements for proper disposal of excreta by incineration at the work place shall be made by means of a suitable incinerator. Alternately excreta may be disposed of by putting a layer of night soil at the bottom of a pucca tank prepared for the purpose and covering it with a 15 cm. layer of waste or refuse and then covering it with a layer of earth for a fortnight (when it will turn to manure).
- (ix) The contractor shall at his own expense, carry out all instructions issued to him by the Engineer-in-Charge to effect proper disposal of night soil and other conservancy work in respect of the contractor's workmen or employees on the site. The contractor shall be responsible for payment of any charges which may be levied by Municipal or Cantonment Authority for execution of such on his behalf.

7. PROVISION OF SHELTER DURING REST

At every place there shall be provided, free of cost, four suitable sheds, two for meals and the other two for rest separately for the use of men and women labour. The height of each shelter shall not be less than 3 metres (10 ft.) from the floor level to the lowest part of the roof. These shall be kept clean and the space provided shall be on the basis of 0.6 sq.m. (6 sft) per head.

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

8. CRECHES

- (i) At every work place, at which 20 or more women worker are ordinarily employed, there shall be provided two rooms of reasonable dimensions for the use of their children under the age of six years. One room shall be used as a play room for the children and the other as their bedroom.

The rooms shall be constructed Not less than the following: a) Thatched Roof (ii) Mud Floor and walls (iii)Planks spread over the mud floor and covering with matting.

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

- (iii) The contractor shall supply adequate number of toys and games in the play room and sufficient number of cots and beddings in the bed room.
- (iv) The contractor shall provide one ayaa to look after the children in the crèche when the number of women workers does not exceed 50 and two when the number of women workers exceeds 50.
- (v) The use of the rooms earmarked as creches shall be restricted to children, their attendants and mothers of the children.

9. CANTEENS

- (i) In every work place where the work regarding the employment of contract labour is likely to continue for six months and where in contract labour numbering one hundred or more are ordinarily employed, an adequate canteen shall be provided by the contractor for the use of such contract labour.
- (ii) The canteen shall be maintained by the contractor in an efficient manner.
- (iii) The canteen shall consist of at least a dining hall, kitchen, storeroom, pantry and washing places separately for workers and utensils.
- (iv) The canteen shall be sufficiently lighted at all times when any person has access to it.
- (v) The floor shall be made of smooth and impervious materials and inside walls shall be lime-washed or colour washed at least once in each year. Provided that the inside walls of the kitchen shall be lime-washed every four months.
- (vi) The premises of the canteen shall be maintained in a clean and sanitary condition.
- (vii) Waste water shall be carried away in suitable covered drains and shall not be allowed to accumulate so as to cause a nuisance.
- (viii) Suitable arrangements shall be made for the collection and disposal of garbage.
- (ix) The dining hall shall accommodate at a time 30 per cent of the contract labour working at a time.
- (x) The floor area of the dining hall, excluding the area occupied by the service counter and any furniture except tables and chairs shall not be less than one square metre (10 sqft) per diner to be accommodated as prescribed in sub-Rule 9.
- (xi) (a) A portion of the dining hall and service counter shall be partitioned off and reserved for women workers in proportion to their number.
(b) Washing places for women shall be separate and screened to secure privacy.
- (xii) Sufficient table's stools, chair or benches shall be available for the number of diners to be accommodated
- (xiii) (a) 1. There shall be provided and maintained sufficient utensils crockery, furniture and any other equipment necessary for the efficient running of the canteen.

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

10. ANTI-MALARIAL PRECAUTIONS

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

11. The above rules shall be incorporated in the contracts and in notices inviting tenders and shall form an integral part of the contracts.
12. **AMENDMENTS:** EPI may, from time to time, add to or amend these rules and issue directions - it may consider necessary for the purpose of removing any difficulty which may arise in the administration thereof

Contractor's Labour Regulations

1. SHORT TITLE

These regulations may be called the Contractors Labour Regulations.

2. DEFINITIONS

- (i) Workman means any person employed by EPI or its contractor directly or indirectly through a subcontractor with or without the knowledge of EPI to do any skilled, semiskilled or unskilled manual, supervisory, technical or clerical work for hire or reward, whether the terms of employment are expressed or implied but does not include any person :-
- (a) Who is employed mainly in a managerial or administrative capacity: or
- (b) Who, being employed in a supervisory capacity draws wages exceeding five hundred rupees per mensem or exercises either by the nature of the duties attached to the office or by reason of powers vested in him, functions mainly of managerial nature: or
- (c) Who is an out worker, that is to say, person to whom any article or materials are given out by or on behalf of the principal employers to be made up cleaned, washed, altered, ornamental finished, repaired adopted or otherwise processed for sale for the purpose of the trade or business of the principal employers and the process is to be carried out either in the home of the out worker or in some other premises, not being premises under the control and management of the principal employer.

No person below the age of 18 years shall be employed to act as a workman.

- (ii) Fair Wages means wages whether for time or piece work fixed and notified under the provisions of the Minimum Wages Act from time to time.
- (iii) Contractors shall include every person who undertakes to produce a given result other than a mere supply of goods or articles of manufacture through contract labour or who supplies contract labour for any work and includes a subcontractor.
- (iv) Wages shall have the same meaning as defined in the Payment of Wages Act.

3. WORKING HOURS

- (i) Normally working hours of an adult employee should not exceed 9 hours a day. The working day shall be so arranged that inclusive of interval for rest, if any, it shall not spread over more than 12 hours on any day.
- (ii) When an adult worker is made to work for more than 9 hours on any day or for more than 48 hours in any week, he shall be paid over time for the extra hours put in by him at double the ordinary rate of wages.
- (iii) (a) Every worker shall be given a weekly holiday normally on a Sunday, in accordance with the provisions of the Minimum Wages (Central) Rules 1960 as amended from time to time irrespective of whether such worker is governed by the Minimum Wages Act or not.
- (b) Where the minimum wages prescribed by the Government under the Minimum Wages Act are not inclusive of the wages for the weekly day of rest, the worker shall be entitled

to rest day wages at the rate applicable to the next preceding day, provided he has worked under the same contractor for a continuous period of not less than 6 day

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

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

The contractor shall before he commences his work on contract, display and correctly maintain and continue to display and correctly maintain in a clear and legible condition in conspicuous places on the work, notices in English and in the local Indian languages spoken by the majority of the workers giving the minimum rates of wages fixed under Minimum Wages Act, the actual wages being paid, the hours of work for which such wage are earned, wages periods, dates of payments of wages and other relevant information as Appendix A

5. **PAYMENT OF WAGES**

- (i) The contractor shall fix wage periods in respect of which wages shall be payable.
- (ii) No wage period shall exceed one month.
- (iii) The wages of every person employed as contract labour in an establishment or by a contractor where less than one thousand such persons are employed shall be paid before the expiry of seventh day and in other cases before the expiry of tenth day after the last day of the wage period in respect of which the wages are payable.
- (iv) Where the employment of any worker is terminated by or on behalf of the contractor the wages earned by him shall be paid before the expiry of the second working day from the date on which his employment is terminated.
- (v) All payment of wages shall be made on a working day at the work premises and during the working time and on a date notified in advance and in case the work is completed before the expiry of the wage period, final payment shall be made within 48 hours of the last working day.
- (vi) Wages due to every worker shall be paid to him direct by contractor through Bank or ECS or online transfer to his bank account.
- (vii) All wages shall be paid through Bank or ECS or online transfer.
- (viii) Wages shall be paid without any deductions of any kind except those specified by the Central Government by general or special order in this behalf or permissible under the Payment of Wages Act 1956
- (viii) Wages shall be paid without any deductions of any kind except those specified by the Central Government by general or special order in this behalf or permissible under the Payment of Wages Act 1956.

- (ix) A notice showing the wages period and the place and time of disbursement of wages shall be displayed at the place of work and a copy sent by the contractor to the Engineer-in-Charge under acknowledgment.
- (x) It shall be the duty of the contractor to ensure the disbursement of wages through bank account of labour.
- (xi) The contractor shall obtain from the Engineer in-Charge or any other authorized representative of the Engineer in-Charge as the case may be, a certificate under his signature at the end of the entries in the "Register of Wages" or the "Wage-cum-Muster Roll" as the case may be in the following form:-
- (xii) "Certified that the amount shown in column No has been paid to the workman concerned through bank account of labour on at....."

FINES AND DEDUCTIONS WHICH MAY BE MADE FROM WAGES

- (i) The wages of a worker shall be paid to him without any deduction of any kind except the following:- (a) Fines
 - (b) Deductions for absence from duty i.e. from the place or the places where by the terms of his employment he is required to work. The amount of deduction shall be in proportion to the period for which he was absent.
 - (c) Deduction for damage to or loss of goods expressly entrusted to the employed person for custody or for loss of money or any other deduction which he is required to account, where such damage or loss is directly attributable to his neglect or default.
 - (d) Deduction for recovery of advances or for adjustment of overpayment of wages, advances granted shall be entered in a register.
 - (e) Any other deduction which the Central Government may from time to time allow.
- (ii) No fines should be imposed on any worker save in respect of such acts and omissions on his part as have been approved of by the Chief Labour Commissioner.

Note :- An approved list of Acts and Omissions for which fines can be imposed is enclosed at Appendix-I
- (iii) No fine shall be imposed on a worker and no deduction for damage or loss shall be made from his wages until the worker has been given an opportunity of showing cause against such fines or deductions.
- (iv) The total amount of fine which may be imposed in any one wage period on a worker shall not exceed an amount equal to three paise in a rupee of the total wages, payable to him in respect of that wage period.
- v) No fine imposed on any worker shall be recovered from him by installment, or after the expiry of sixty days from the date on which it was imposed.
- vi) Every fine shall be deemed to have been imposed on the day of the act or omission in respect of which it was imposed.

LABOUR RECORDS

- (i) The contractor shall maintain a Register of persons employed on work on contract in Form XIII of the CL (R&A) Central Rules 1971 Appendix-B
- (ii) The contractor shall maintain a Muster Roll register in respect of all workmen employed by him on the work under Contract in Form XVI of the CL (R&A) Rules 1971 Appendix-C
- (iii) The contractor shall maintain a Wage Register in respect of all workmen employed by him on the work under contract in Form XVII of the CL (R&A) Rules 1971 AppendixD
- (iv) **Register of accident** - The contractor shall maintain a register of accidents in such form as may be convenient at the work place but the same shall include the following particulars:
 - (a) Full particulars of the labourers who met with accident.
 - (b) Rate of Wages.
 - (c) Sex
 - (d) Age
 - (e) Nature of accident and cause of accident.
 - (f) Time and date of accident.
 - (g) Date and time when admitted in Hospital,
 - (h) Date of discharge from the Hospital.
 - (i) Period of treatment and result of treatment.
 - (j) Percentage of loss of earning capacity and disability as assessed by Medical Officer.
 - (k) Claim required to be paid under Workmen's Compensation Act.
 - (l) Date of payment of compensation.
 - (m) Amount paid with details of the person to whom the same was paid.
 - (n) Authority by whom the compensation was assessed.
 - (o) Remarks
- (v) The contractor shall maintain a Register of Fines in the Form XII of the CL (R&A) Rules 1971 Appendix-H

The contractor shall display in a good condition and in a conspicuous place of work the approved list of acts and omissions for which fines can be imposed Appendix-I
- (vii) The contractor shall maintain a Register of deductions for damage or loss in Form XX of the CL (R&A) Rules 1971 Appendix-J

- (viii) The contractor shall maintain a Register of Advances in Form XXIII of the CL (R&A) Rules 1971 Appendix-K
- (ix) The contractor shall maintain a Register of Overtime in Form XXIII of the CL (R&A) Rules 1971 (Appendix-L)

6. ATTENDANCE CARD-CUM-WAGE SLIP

- (i) The contractor shall issue an Attendance card-cum-wage slip to each workman employed by him in the specimen form at Appendix-E
- (ii) The card shall be valid for each wage period.
- (iii) The contractor shall mark the attendance of each workman on the card twice each day, once at the commencement of the day and again after the rest interval, before he actually starts work.
- (iv) The card shall remain in possession of the worker during the wage period under reference.
- (v) The contractor shall complete the wage slip portion on the reverse of the card at least a day prior to the disbursement of wages in respect of the wage period under reference.
- (vi) The contractor shall obtain the signature or thumb impression of the worker on the wage slip at the time of disbursement of wages and retain the card with himself.

7. EMPLOYMENT CARD

The contractor shall issue an Employment Card in to each worker within three days of the employment of the worker Appendix-F

8. SERVICE CERTIFICATE

On termination of employment for any reason whatsoever the contractor shall issue to the workman whose services have been terminated, a Service certificate in Form Appendix-G

9. PRESERVATION OF LABOUR RECORDS

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

10. POWER OF LABOUR OFFICER TO MAKE INVESTIGATIONS OR ENQUIRY

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

11. REPORT OF LABOUR OFFICER

The Labour Officer or other persons authorized as aforesaid shall submit a report of result of his investigation indicating the extent, if any, to which the default has been committed with a note that necessary deductions from the contractor's bill be made and the wages and other dues be paid to the labourers concerned. In case an appeal is made by the contractor, the actual payment to labourer will be made

- (i) The payments shall be arranged to the labour concerned by Engineer incharge within 45 days from the receipt of the report from the Labour Officer

12. APPEAL AGAINST THE DECISION OF LABOUR OFFICER

Any person aggrieved by the decision and recommendations of the Labour Officer or other person so authorised may appeal against such decision to Zonal chief concerned within 30 days from the date of decision, the decision of the officer shall be final and binding upon the **contractor**.

13. PROHIBITION REGARDING REPRESENTATION THROUGH LAWYER

(i) A workman shall be entitled to be represented in any investigation or enquiry under these regulations by:-

- (a) An officer of a registered trade union of which he is a member.
- (b) An officer of a federation of trade unions to which the trade union referred to in clause (a) is affiliated.
- (c) Where the employer is not a member of any registered trade union, by an officer of a registered trade union, connected with the industry in which the worker is employed or by any other workman employed in the industry in which the worker is employed.

(ii) An employer shall be entitled to be represented in any investigation or enquiry under these regulations by :-

- (a) An officer of an association of employers of which he is a member.
- (b) An officer of a federation of associations of employers to which association referred to in clause (a) is affiliated.
- (c) Where the employers is not a member of any association of employers, by an officer of association of employer connected with the industry in which the employer is engaged or by any other employer, engaged in the industry in which the employer is engaged.

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

14. INSPECTION OF BOOKS AND SLIPS

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

15. SUBMISSIONS OF RETURNS

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

16. AMENDMENTS

EPI may from time to time add to or amend the regulations and on any question as to the application/Interpretation or effect of those regulations the decision of the zonal chief concerned shall be final.



Appendix – 'A'

Name of work

Name of Contractor

Address of Contractor

Name and Address of Unit

Name of Labour Enforcement Officer

Address of Labour Enforcement Officer

Date:

| S. No. | Category | Minimum wage fixed | Actual wages paid | Number present | Remarks |
|--------|----------|--------------------|-------------------|----------------|---------|
| | | | | | |

Weekly Holiday

Wage Period

Date of Payment of wages

Working hours

Rest interval

FORM 13

SEE RULE 75

REGISTER OF WORKMEN EMPLOYED BY CONTRACTOR

Name and Address of Contractor

Name and Address of Establishment in/
under which contract is carried on

Nature and location of work

Name & Address of Principal Employer

| Sl. No. | Name and surname of workman | Age & sex | Father's Husbands Name | Nature of employment / designation | Permanent home address of the workman (village and Tehsil Taluk and District) | Local address |
|---------|-----------------------------|-----------|------------------------|------------------------------------|---|---------------|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |

| Date of commencement of employment | Signature or thumbimpression of the workman | Date of termination of employment | Reasons for termination | Remarks |
|------------------------------------|---|-----------------------------------|-------------------------|---------|
| 8 | 9 | 10 | 11 | 12 |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |



FORM XVI

(See Rule 78(2) (193))

MUSTER ROLL

Name and address of Contractor

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

Nature and location of work

Name and Address of Principal Employer

For the month / fortnight

| S.No. | Name of the workman | Sex | Father's / Husband's Name | Dates | | | | | Remarks |
|-------|------------------------|-----|---------------------------------|-------|---|---|---|---|---------|
| | | | | 1 | 2 | 3 | 4 | 5 | |
| 1. | 2 | 3 | 4 | | | | | | |

FORM XVII

[SEE RULE 78(2) (03)]

REGISTER OF WAGES

Name and address of Contractor

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

Nature and location of work

Name and Address of Principal Employer

Wage period: per month/ fortnightly

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

| Dearness allowance | Overtime | Other cash payments (Nature of payments to be indicated) | Total | Duration if any (indicate) | Net Amt paid | Signature thumb impression of the workman | Initial Contractor or his representative |
|--------------------|----------|--|-------|----------------------------|--------------|---|--|
| 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 |
| | | | | | | | |

FORM XIX

[SEE RULE 78 (2) (B)]

WAGE SLIP

Name and address of Contractor

Name and Father's/Husband's Name of workman

Nature and location of work

For the Week/Fortnight/Month ending

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

Sign of the Contractor

Appendix – 'E'

NAME AND ADDRESS OF CONTRACTOR

DATE OF ISSUE

NATURE OF WORK WITH LOCATION

DESIGNATION

NAME OF WORKMAN

MONTH/FORTNIGHT

RATE OF WAGES

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

MORNING

RATE

EVENING

AMOUNT

INITIAL

RECEIVED FROM

THE SUM OF RS.

ON ACCOUNT
OF MY WAGON.

SIGNATURE

THE WAGE CARD IS VALID FOR ONE MONTH FROM THE DATE OF ISSUE.

FORM XIV

(SEE RULE 76)

EMPLOYMENT CARD

Name and address of Contractor

Name and address of establishment under which

The contract is carried out

Nature and location of work

Name and address of Principal Employer

1. Name of the workman
2. Name in the register of workman employed
3. Nature of Employment/Designation
4. Wage rate (with particulars of unit in case of piece work)
5. Wage Period
6. Tenure of employment
7. Remarks

Signature of Contractor

FORM XV

(SEE RULE 77)

SERVICE CERTIFICATE

Name and address of Contractor

Nature and location of work

Name and address of workman

Age or date of birth

Identification Marks

Father's/Husband's Name

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

Name and address of Principal Employer

Total period of which employed

| S.No. | From | To | Nature of work | Rate of wages (with particular s of unit In case of piece work) | Remarks |
|-------|------|----|----------------|---|---------|
| 1 | 2 | 3 | 4 | 5 | 6 |
| | | | | | |

Signature

FORM XII

[SEE RULE 78 (2) (D)]

REGISTER OF FINES

Name and address of Contractor

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

Nature and location of work

Name and address of workman

Name and address of Principal Employer

| S.No. | Name of workman | Father's/Husband Name | Designation/nature of employment | Act/Omission for which fine imposed | Date of offence |
|-------|-----------------|-----------------------|----------------------------------|-------------------------------------|-----------------|
| 1 | 2 | 3 | 4 | 5 | 6 |

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

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

In accordance with rule of Labour Regulations, to be displayed prominently at the Site of work both in English and local language.

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

FORM XX

[SEE RULE 78 (2) (D)]

REGISTER OF DEDUCTION FOR DAMAGES OR LOSS

Name and address of Contractor

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

Nature and location of work

Name and address of Principal Employer

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

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

FORM XXII

[SEE RULE 78(2)]

REGISTER OF ADVANCES

Name and address of Contractor

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

Nature and location of work

Name and address of Principal Employer

| S.No. | Name of workman | Father's/Husband Name | Designation/nature of employment | Wages period and wages payable | Date and amount of advance given |
|-------|-----------------|-----------------------|----------------------------------|--------------------------------|----------------------------------|
| 1 | 2 | 3 | 4 | 5 | 6 |

| Purpose / for which advance made | No. of installments by which advance is to be paid | Date and amount of each installment repaid | Date on which last installment was repaid | Remarks |
|----------------------------------|--|--|---|---------|
| 7 | 8 | 9 | 10 | 11 |

FORM XXIII

[See Rule 78(2) (E)]

REGISTER OF OVERTIME

Name and address of Contractor

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

Nature and location of work

Name and address of Principal Employer

| S.No. | Name of workman | Father's/Husband Name | Sex | Designation/ nature of employment | Date on which overtime worked |
|-------|-----------------|-----------------------|-----|-----------------------------------|-------------------------------|
| 1 | 2 | 3 | 4 | 5 | 6 |

| Total overtime worked or production in case of piece rated | Normal rate of wages | Overtime rate of wages | Overtime earning | Rate on which overtime wages paid | Remarks |
|--|----------------------|------------------------|------------------|-----------------------------------|---------|
| 7 | 8 | 9 | 10 | 11 | 12 |

APPLICATION
APPLICATION FOR EXTENSION OF TIME

(To be completed by the Contractor)

(PART - I)

1. Name of Contractor
2. Name of the work as given in the Agreement
3. Agreement No.
4. Estimated amount put to Tender
5. Date of commencement work as per agreement
6. Period allowed for completion of work as per agreement
7. Date of completion stipulated as per agreement
8. Period for which extension of time has been given previously
Extension granted
 - a) First extension vide Engineer-in-charge letter No... ..date Months Days
 - b) 2nd extension vide Engineer-in-charge letter No..... date Months Days
 - c) 3rd extension vide Engineer-in-charge letter No..... date Months Days
 - d) 4th extension vide engineer-in-charge letter No..... date Months Days
9. Total extension previously given
9. Reasons for which extension have been previously given (copies of the previous application should be attached)
10. Period for which extension is applied for:
11. Hindrances on account of which extension is applied for with dates on which hindrances occurred, and the period for which these are likely to last.
 - a) Serial No.
 - b) Nature of hindrance

Signature of Contractor

EPI



- c) Date of Occurrence
- d) Period for which it is likely to last
- e) Period for which extension required for this particular hindrance.
- f) Over lapping period, if any, with reference to item
- g) Net extension applied for
- h) Remarks, if any

Total period for which extension is now applied for on account of hindrances mentioned above Month/ days.

- 12. Extension of time required for extra work.
- 13. Details of extra work and on the amount involved:
 - a) Total value of extra work
 - b) Proportionate period of extension of time based on estimated amount put to tender on account of extra work.
- 14. Total extension of time required for 11 & 12 Submitted to the Engineer-In-Charges office.

SIGNATURE OF CONTRACTOR

DATE

Signature of Contractor

EPI

APPLICATION FOR EXTENSION OF TIME

(PART – II)

1. Date of receipt of application from Contractor for the work in the Engineer-In-Charge office.
2. Acknowledgement issued by Engineer-In-Charge vide his letter No dated
3. Engineer-In-Charge remarks regarding hindrances mentioned by the Contractor.
 - i) Serial No.
 - ii) Nature of hindrance
 - iii) Date of occurrence of hindrance
 - iv) Period for which hindrance, is likely to last
 - v) Extension of time period applied for by the Contractor
 - vi) Over lapping period, if any, giving reference to items which over lap
 - vii) Net period for which extension is recommended.
 - viii) Remarks as to why the hindrance occurred and justification for extension recommended.
4. Engineer-In-Charge recommendations.

(The present progress of the work should be stated and whether the work is likely to be completed by the date upto which extension has been applied for. If extension of time is not recommended, what compensation is proposed to be levied under the agreement.

SIGNATURE OF ENGINEER-IN-CHARGE

APPROVAL OF ZONAL HEAD

Signature of Contractor

EPI

PROFORMA LETTER FOR EXTENSION OF TIME

(PART-III)

To

NAME

ADDRESS OF THE CONTRACTOR

SUBJECT:

Dear Sir(s)

Reference your letter No _____ dated _____, in connection with the grant of extension of time for completion of the work.....

The date of completion for the above mentioned work, isas stipulated in the agreement, dated

Extension of time for completion of the above mentioned work is granted upto _____, without prejudice to the right of EPI to recover compensation for delay in accordance with the provision made in the relevant Clause (s) of the said agreement dated the ___/ ___/ _____. It is also clearly understood that EPI shall not consider any revision in contract price or any other compensation whatsoever due to grant of this extension.

Provided that notwithstanding the extension hereby granted, time is and shall still continue to be the essence of the said agreement.

Yours faithfully,

FOR EPI LTD.

Signature of Contractor

EPI

BANK GUARANTEE IN LIEU OF EARNEST MONEY DEPOSIT

In consideration of Chairman & managing Director, Engineering Projects (India) Limited, (A Govt. of India Enterprise), Core-3, Scope Complex, Lodhi Road, New Delhi Pin-110003. (hereinafter called the EPI) having agreed to accept bank Guarantee of Rs in lieu of EARNEST MONEY DEPOSIT from (hereinafter called the Supplier/ Contractor/ Sub-Contractor, which expression shall include its heirs, successors and assignees) in respect of the Tender for

We, bank having its registered/head office at (hereinafter referred to as the Bank) do hereby agree and undertake to pay to EPI without demur or protest an amount not exceeding Rs. on demand by EPI.

We the above said Bank further agree and undertake to pay the said amount of Rs. without any demur on demand within 48 hours. Any demand made on the Bank by EPI shall be conclusive as regards the amount due and payable by the Bank under this guarantee.

We the above said Bank further agree that the guarantee herein contained shall be in full force and in effect until date

Unless a demand or claim under this guarantee is made on us in writing on or before date, we shall be discharged from all liabilities under this guarantee thereafter.

We, the above said Bank, further agree that EPI shall have full liberty, without our consent and without affecting in any manner our obligation to verify, modify or delete any of the conditions.

We, the above said Bank, lastly undertake not to revoke this guarantee during its currency except with the prior consent of EPI in writing.

Dated.....this day of..... 200.

For and on behalf of the Bank

NOTE: on a Non-Judicial stamp paper of Rs. 100/- (Rupees One hundred only)

Signature of Contractor

EPI

INSURANCE SURETY BOND IN LIEU OF EARNEST MONEY DEPOSIT

In consideration of Chairman & managing Director, Engineering Projects (India) Limited, (A Govt. of India Enterprise), Core-3, Scope Complex, Lodhi Road, New Delhi Pin- 110003. (hereinafter called the EPI) having agreed to accept Insurance Surety Bond of ₹..... in lieu of EARNEST MONEY DEPOSIT from (hereinafter called the Bidder, which expression shall include its heirs, successors and assignees) in respect of the Tender for.....

We, [Name of Surety Insurer] having its registered/head office at(hereinafter referred to as the Surety Insurer) do hereby agree and undertake to pay to EPI without demur or protest an amount not exceeding ₹..... on demand by EPI.

We the above said Surety Insurer further agree and undertake to pay the said amount of ₹..... without any demur on demand within 48 hours. Any demand made on the Surety Insurer by EPI shall be conclusive as regards the amount due and payable by the Surety Insurer under this Insurance Surety Bond.

We the above said Surety Insurer further agree that the Surety Bond herein contained shall be in full force and in effect until date unless a demand or claim under this guarantee is made on us in writing on or before..... date , we shall be discharged from all liabilities under this Insurance Surety Bond thereafter.

We, the above said Surety Insurer, further agree that EPI shall have full liberty, without our consent and without affecting in any manner our obligation to verify, modify or delete any of the conditions.

We, the above said Surety Insurer, lastly undertake not to revoke this Insurance Surety Bond during its currency except with the prior consent of EPI in writing.

Dated.....this day of.....20XX.

For and on behalf of the Surety Insurer

NOTE: on a Non-Judicial stamp paper of ₹ 100/- (Rupees One hundred only)

Signature of Contractor

EPI

FORMAT

SECURITY DEPOSIT CUM PERFORMANCE BANK GUARANTEE

The Chairman & Managing Director
(A Govt. of India Enterprise),
Engineering Projects (India) Ltd.
Core-3, SCOPE Complex
7, Institutional Area, Lodhi road
New Delhi -110 003

Dear Sir,

In consideration of the Chairman & Managing Director, Engineering Projects (India) Ltd. (A Govt. of India Enterprise), Core-3, Scope Complex, 7 Institutional Area, Lodhi Road, New Delhi - 110 003 (hereinafter called 'EPI' which expression shall unless repugnant to the subject or context includes its successors and assigns) having agreed under the terms and conditions of Supply Contract/Contract/Sub-Contract no. _____

_____ Dated _____ made between _____ M/s _____

_____ (hereinafter referred to as the said Supplier/Contractor/Sub-Contractor) which expression shall unless repugnant to the subject or context includes its successors and assigns) and EPI in connection with _____ (hereinafter called 'The said Supply Contract/Contract/Sub-Contract) to accept a Deed Security Deposit-cum-Performance Bank Guarantee as herein provided for _____ in lieu of :

- a) The Security Deposit to be made by the said Supplier/Contractor/Sub-Contractor for the due fulfillment by the said Supplier/Contractor/Sub-Contractor of the terms and conditions contained in the said Supply Contract/Contract/Sub-contract, and
 - b) Fulfillment of the conditions of the said Supply Contract /Contract/Sub-Contract by furnishing a security for the performance of the works and/or equipment/materials supplied in accordance with conditions of the said Supply Contract/ Contract/ Sub-Contract.
1. We _____ (hereinafter referred to as "the said bank which expression shall unless repugnant to the subject or context includes its successors and assigns) and having our registered office at _____ do hereby unconditionally and irrevocably undertake and agree to indemnify and keep indemnified EPI from time to time to the extent of (_____) Only against any loss, damages, costs, charges and expenses caused to or suffered by or that may be caused or suffered by EP [I by reason of any breach or breaches by the said Supplier/Contractor/Sub-Contractor of any of the terms and conditions contained in the said Supply Contract/Contract/Sub-Contract and or any amount becoming due for non-

Signature of Contractor

EPI

performance and /or penalty as assessed by EPI and to unconditionally pay the amount claimed by EPI on demand and without demur and protest.

2. We the said 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 Supply Contract/Contract/Sub-Contract and till all the dues of EPI under the said Supply Contract/Contract/Sub-Contract or by virtue of any of the terms and conditions governing the said Supply Contract/ Contract/ Sub-Contract have been fully paid and its claims satisfied or discharged and till EPI certifies that the terms and conditions of the said Supply Contract/Contract/Sub-Contract have been fully and properly carried out by the said Supplier/Contractor/Sub-Contractor and accordingly discharge this guarantee subject, however, that EPI shall have no claim under this guarantee after 6 months from the date of expiry of the guarantee unless a notice of the claim under this guarantee has been served on the Bank before the expiry of the said period of 6 months.
3. EPI shall have the fullest liberty without affecting in any way the liability of the said Bank under this Guarantee or indemnity from time to time to vary any of the terms and conditions of the said Supply Contract/Contract/Sub-Contract to extend time of performance of the said Supply Contract/ Contract/ Sub-Contract or to postpone for any time and from time to time any power's exercisable by it against the said Supplier/Contractor/Sub-Contractor and either to enforce or forbear from enforcing any of the terms and conditions governing the said Supply Contract/ Contract/ Sub-Contract or securities available to EPI and the said Bank shall not be released from its liability under these presents by any exercise by EPI of the liberty with reference to the matters aforesaid or by reason of time being given to the said Supplier/Contractor/Sub-Contractor or of any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of so releasing the said Bank from its such liability.
4. We, the said Bank, further agree that EPI shall be the sole judge of and as to whether the said Supplier/Contractor/Sub-Contractor has committed any breach or breaches of any of the terms and conditions of the said Supply Contract/Contract/ Sub-Contract and the extent of loss, damage, cost, charges and expenses caused to or suffered by or that may be caused to or suffered by EPI on account thereof and the decision of EPI that the said Supplier/Contractor/Sub-Contractor has committed such breach or breaches and as to the amount or amounts of loss, damages, costs, charges and expenses caused to or suffered by EPI from time to time shall be final and binding on the Bank.
5. This guarantee shall be a continuing guarantee and shall remain valid and irrevocable for all claims of EPI and liabilities of the said Supplier/Contractor/Sub-Contractor arising up to and until mid night of _____, subject the claim period as mentioned in para _____.
6. This guarantee shall be in addition to any other guarantee or security whatsoever that EPI may now or at any time anywise may have in relation to the said Supplier/Contractor/Sub-Contractor obligation/liabilities under and/or in connection with the said Supply Contract/Contract/Sub-Contract and EPI shall have full authority to take recourse to or enforce this guarantee in preference to any other guarantee or

Signature of Contractor

EPI

security which EPI may have or obtain and there shall be no forbearance on the part of EPI IN ENFORCING OR REQUIRING ENFORCEMENT OF ANY OTHER SECURITY AND shall not have the effect of releasing the said Bank from its full liability hereunder:

7. EPI shall be at liberty without reference to the said Bank and without effecting the full liability of the said Bank hereunder to take any other security in respect of the said supplier's/Contractor's/sub-Contractor's obligations and/or liabilities under or in connection with the said Supply Contract/ Contract/ Sub-Contract.
8. This guarantee shall not be determined or affected by the liquidation or winding up, dissolution, or change of constitution or insolvency of the said Supplier/Contractor/Sub-Contractor, but shall in all respects and for all purposes be binding and operative until payment of all moneys paid to EPI in terms thereof.
9. The said Bank hereby waives all rights at any time inconsistent with the terms of this guarantee and the obligations of the said Bank in terms hereof shall not be anywise affected or suspended by reasons of any dispute or disputes having been raised by the said Supplier/Contractor/Sub-Contractor (whether or not pending before any arbitrator, tribunal or court) of any denial or liability by the said Supplier/ Contractor/ Sub-Contractor stopping or preventing or purporting to stop or prevent any payment by the said Bank to EPI in terms hereof. The amount stated in any notice of demand addressed by EPI to the Guarantor Bank as liable to be paid to EPI by the Supplier/ Contractor/ Sub-Contractor on account of any losses or damages or costs, charges and /or expenses shall as between the said bank and EPI be conclusive evidence of the amount so liable to be paid to EPI or suffered or incurred by EPI as the case may be and payable by the said Bank to EPI in terms hereof. We, the said Bank further undertake that we shall pay forthwith the amount stated in the notice of demand to EPI without demur and protest.
10. We, the said bank undertake not to revoke this guarantee during its currency except with the consent of EPI in writing and agree that any change in the constitution of the aid Supplier/Contractor/Sub-Contractor or the said Bank shall not discharge our liabilities hereunder.
11. It shall not be necessary for EPI to proceed against the said Supplier/Contractor/Sub-Contractor before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank notwithstanding any security which EPI may have obtained or obtain from the Supplier/Contractor/Sub-Contractor shall at the time when proceedings are taken against the said Bank hereunder be outstanding or unrealized.
12. Our liability under this guarantee shall be restricted to _____ and this guarantee shall remain in force until midnight of _____ unless a claim to enforce this guarantee is filed with us within six months from _____. (which is date of expiry of this guarantee), we shall be discharged from all liabilities under this guarantee thereafter.

DATED ----- THIS day of -----200...

FOR AND ON BEHALF OF BANK

Signature of Contractor

EPI

FORMAT

**SECURITY DEPOSIT CUM PERFORMANCE GUARANTEE IN THE FORM OF INSURANCE
SURETY BOND**

Chairman & Managing Director,
Engineering Projects (India) Ltd.,
(A Govt. of India Enterprise),
Core-3, Scope Complex,
7 Institutional Area, Lodhi Road,
New Delhi 110 003

Dear Sir,

In consideration of the Chairman & Managing Director, Engineering Projects (India) Ltd., (A Govt. of India Enterprise), Core-3, Scope Complex, 7 Institutional Area, Lodhi Road, New Delhi 110 003 (hereinafter called '**EPI**' which expression shall unless repugnant to the subject or context, includes its successors and assigns) having agreed under the terms and conditions of contract vide LOI No. [] dt [] issued to M/s. [**Name of Contractor**] (hereinafter referred to as the **Contractor**, which expression shall unless repugnant to the subject or context includes its successors and assigns) in connection with [**Name of Project**] (hereinafter called the **Contract**) to accept a Performance Security Insurance Surety Bond as herein provided for ₹ [**Amount of Performance Security both in figures and in words**] in lieu of:

- a) The Performance Security to be made by the said Contractor for the due fulfillment by the said Contractors of the terms and conditions contained in the said Contract, and
- b) Fulfillment of the conditions of the said Contract by furnishing a security for the performance of the works in accordance with conditions of the said Contract.

1. We, [**Name of Surety Insurer**] (hereinafter referred to as the **Surety Insurer** which expression shall unless repugnant to the subject or context includes its successors and assigns) and having our registered office at [**Address of Insurer**] do hereby unconditionally and irrevocably undertake and agree to indemnify and keep indemnified EPI from time to time to the extent of ₹ [**Amount of Performance Security both in figures and in words**] only against any loss, damages, costs, charges and expenses caused to or suffered by or that may be caused or suffered by EPI by reason of any breach or breaches by the said Contractor of any of the terms and conditions contained in the said Contract and or any amount becoming due for non-performance and /or penalty

Signature of Contractor

EPI

as assessed by EPI and to unconditionally pay the amount claimed by EPI on demand and without demur and protest.

2. We the said Surety Insurer further agree that the insurance surety bond therein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and till all the dues of EPI under the said Contract or by virtue of any of the terms and conditions governing the said Contract have been fully paid and its claims satisfied or discharged and till EPI certifies that the terms and conditions of the said Contract have been fully and properly carried out by the said Contractor and accordingly discharge this surety bond subject, however, that EPI shall have no claim under this surety bond after 6 months from the date of expiry of the Surety bond unless a notice of the claim under this surety bond has been served on the Surety Insurer before the expiry of the said period of 6 months.
3. EPI shall have the fullest liberty without affecting in any way the liability of the said Surety Insurer under this surety bond or indemnity from time to time to vary any of the terms and conditions of the said Contract to extend time to performance of the said Contract or to postpone for any time and from time to time any power's exercisable by it against the said Contractor and either to enforce or forbear from enforcing any of the terms and conditions governing the said Contract or securities available to EPI and the said Surety Insurer shall not be released from its liability under these presents by any exercise by EPI of the liberty with reference to the matters aforesaid or by reason of time being given to the said Contractor or of any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of so releasing the said Surety Insurer from its such liability.
4. We, the said Surety Insurer, further agree that EPI shall be the sole judge of and as to whether the said Contractor has committed any breach or breaches of any of the terms and conditions of the said Contract and the extent of loss, damage, cost, charges and expenses caused to or suffered by or that may be caused to or suffered by EPI on account thereof and the decision of EPI that the said Contractor has committed such breach or breaches and as to the amount or amounts of loss, damages, costs, charges and expenses caused to or suffered by EPI from time to time shall be final and binding on the Surety Insurer.

Signature of Contractor

EPI

5. This surety bond shall be a continuing guarantee and shall remain valid and irrevocable for all claims of the EPI and liabilities of the said Contractor arising up to and until mid-night of [Date of Validity of Performance Security as per tender conditions], subject to claim period as mentioned in para 12.
6. This surety bond shall be in addition to any other guarantee or security whatsoever that EPI may now or any time anywise may have in relation to the said Contractor's obligation/liabilities under and/or in connection with the said Contract and EPI shall have full authority to take recourse to or enforce this surety bond in preference to any other guarantee or security which EPI may have or obtain and there shall be no forbearance on the part of EPI IN ENFORCING OR REQUIRING ENFORCEMENT OF ANY OTHER SECURITY AND shall not have the effect of releasing the Surety Insurer from its full liability hereunder:
7. EPI shall be at liberty without reference to the Surety Insurer and without effecting the full liability of the Surety Insurer hereunder to take any other security in respect of the said Contractor's obligations and/or liabilities under or in connection with the said Contract.
8. This surety bond shall not be determined or affected by the liquidation or winding up, dissolution, or change of constitution or insolvency of the said Contractor but shall in all respects and for all purposes be binding and operative until payment of all moneys paid to EPI in terms thereof.
9. The Surety Insurer hereby waives all rights at any time inconsistent with the terms of this surety bond and the obligations of the said Surety Insurer in terms hereof shall not be anywise affected or suspended by reasons of any dispute or disputes having been raised by the said Contractor (whether or not pending before any arbitrator, tribunal or court) of any denial or liability by the said Contractor stopping or preventing or purporting to stop or prevent any payment by the said Surety Insurer to EPI in terms hereof. The amount stated in any notice of demand addressed by EPI to the Surety Insurer as liable to be paid to EPI by the Contractor on account of any losses or damages or costs, charges and / or expenses shall as between the Surety Insurer and EPI be conclusive evidence of the amount so liable to be paid to EPI or suffered or incurred by EPI as the case may be and payable by the Surety Insurer to EPI in terms hereof. We, the Surety Insurer further

Signature of Contractor

EPI

undertake that we shall pay forthwith the amount stated in the notice of demand to EPI without demur and protest.

10. We, the Surety Insurer undertake not to revoke this surety bond during its currency except with the consent of EPI in writing and agree that any change in the constitution of the said Contractor shall not discharge our liabilities hereunder.
11. It shall not be necessary for EPI to proceed against the said Contractor before proceeding against the Surety Insurer and the surety bond herein contained shall be enforceable against the Surety Insurer notwithstanding any security which EPI may have obtained or obtain from the Contractor shall at the time when proceedings are taken against the said Surety Insurer hereunder be outstanding or unrealized.
12. Our liability under this Surety Bond shall be restrict to ₹ **[Amount of Performance Security both in figures and in words]** and this Surety Bond shall remain in force until midnight of **[Date of Validity of Performance Security as per tender conditions]** unless a claim to enforce this surety bond is filled with us within six months from **[Date of Validity of Performance Security as per tender conditions]** (which is date of expiry of this surety bond), we shall be discharged from all liabilities under this surety bond thereafter.

Dated

Signed by **[Name of Surety Insurer]**

Signature of Contractor

EPI



Format

ADVANCE BANK GUARANTEE

To

The Chairman & Managing Director,
Engineering Projects (India) Ltd.,
(A Govt. of India Enterprise),
Core-3, Scope Complex,
7, Institutional Area,
Lodhi Road,
New Delhi—110 003.

Dear Sir,

1. In consideration of the Chairman & Managing Director, Engineering Projects (India) Limited, (A Govt. of India Enterprise), Core-3, Scope Complex, 7, Institutional Area, Lodhi Road, New Delhi – 110 003 (hereinafter called 'EPI' which expression shall include its successors and assigns) having agreed under the terms and conditions of Supply Contract/ Contract/ Sub-Contract No.....dated...(hereinafter referred to as the said Supply Contract/ Contract/ Sub-Contract) made between EPI and... hereinafter called the Supplier/ Contractor/ Sub-Contractor) which expression shall include its successors and assigns to make at the request of the Supplier/ Contractor/ Sub-Contractor a lump sum advance of Rs.....for utilising it only for the purposes of the said Supply Contract/ Contract/ Sub-Contract on his furnishing a guarantee acceptable to EPI.
2. We, the... Bank (hereinafter referred to as 'the said Bank') a Company under the Companies Act 1956 and having our registered office at..... do hereby guarantee the recovery of the said advance and interest thereon as provided according to the terms and conditions of the said Supply Contract/ Contract/ Sub-Contract. If the Supplier/ Contractor/ Sub-Contractor fails to utilise the said advance for the purposes of the said Supply Contract/ Contract/ Sub-Contract and/or the said advance together with interest thereon as aforesaid is not fully recovered by EPI, we,Bank hereby unconditionally and irrevocably undertake to pay the EPI on demand and without demur or protest to the extent of the said sum of Rs.....any claim made by EPI on us against non-utilisation / misutilisation of the said advance and/or by reason of EPI not being able to recover in full the sum of Rs..... with interest as aforesaid.
3. We..... Bank further agree that EPI shall be the sole judge of and as to whether the said Supplier/ Contractor/ Sub-Contractor has utilised or not utilised the said advance or any part thereof for the purposes of the said Supply Contract/ Contract/ Sub-Contract and/or as to whether the advance or any part thereof with

Signature of Contractor

EPI

interest has been recovered or not and the finding of the EPI in this regard- shall be final and binding on us.

4. We, the said 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 Supply Contract/ Contract/ Sub-Contract and till the said advance with interest has been fully recovered and its claims satisfied or discharged and till EPI certifies that the said advance with interest has been fully recovered from the Supplier/ Contractor/ Sub-Contractor.
5. EPI shall have the fullest liberty without affecting in any way the liability to the said Bank under this guarantee or indemnity from time to time to vary any of the terms and conditions of the said Supply Contract/ Contract/ Sub-Contract, or the advance or to extend time of performance by the said Supplier/ Contractor/ Sub-Contractor or to postpone for any time and from time to time any powers exercisable by it against the said Supplier/ Contractor/ Sub-Contractor and either to enforce or forbear from enforcing any of the terms and conditions governing the said Supply Contract/ Contract/ Sub-Contract or securities available to EPI and the said Bank shall not be released from its liability under these presents by any exercise by EPI of the liberty with reference to the matters aforesaid or by reason of time being given to the said Supplier/ Contractor/ Sub-Contractor or any other forbearance, act or omission on the part of the EPI or any indulgence by EPI to the said Supplier/ Contractor/ Sub-Contractor or of any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of so releasing the said Bank from its such liability.
6. The Bank hereby waives all rights at any time inconsistent with the terms of this guarantee/Undertaking and the obligations of the Bank in terms hereof shall not be anyway affected or suspended by reasons of any dispute or disputes having been raised by the Supplier/ Contractor/ Sub-Contractor (whether or not pending before any arbitrator, Tribunal or court) or any denial or liability by the Supplier/ Contractor/ Sub-Contractor stopping or preventing or purporting to stop or prevent any payment by the Bank to EPI in terms hereof.
7. The amount stated in any notice of demand addressed by EPI to Bank as liable to be paid to EPI by the Supplier/ Contractor/ Sub-Contractor, shall be conclusive evidence of the amount so liable to be paid to EPI by the Bank.
8. This guarantee/undertaking shall be in addition to any other guarantee or security whatsoever that EPI may now or any time anyway may have in relation to the Supplier's/ Contractor's/ Sub-Contractor's obligations of liabilities under and/or in connection with the said Supply Contract/ Contract/ Sub-Contract, and EPI shall have full authority to take recourse to or enforce this security in preference to any other guarantee or security which EPI may have or obtain and there shall be no forbearance on the part of EPI in enforcing or requiring enforcement of any other security and shall not have the effect of releasing the Bank from its full liability hereunder.
9. It shall not be necessary for EPI to proceed against the said Supplier/ Contractor/ Sub-Contractor before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank notwithstanding any security which EPI may have obtained or obtain from the Supplier/ Contractor/ Sub-Contractor, shall at the time

Signature of Contractor

EPI

when proceedings are taken against the said Bank hereunder be outstanding or unrealized.

10. We,.....the said Bank further undertake that we shall pay forthwith the amount stated in the notice of demand without demur and protest notwithstanding any dispute/difference pending between the parties before the arbitrator Tribunal or Court and/or dispute is being referred to arbitrator.
11. We, the said Bank undertake not to revoke this Guarantee during its currency except with the consent of EPI in writing and agree that any change in the Constitution of the said Supplier/ Contractor/ Sub-Contractor or the said Bank shall not discharge our liability hereunder.
12. This guarantee/undertaking shall be a continuing guarantee/undertaking and shall remain valid and irrevocable for all claims of EPI and liabilities of the Supplier/ Contractor/ Sub-Contractor arising up to and until midnight of.....
13. Notwithstanding anything contained herein above, our liability under this guarantee shall be restricted to Rs..... (Rs.....) and this guarantee shall remain in full force till.....unless a claim is made on us within 3 months from the date of expiry of this guarantee i.e. before all the claims under this guarantee shall be forfeited and we shall be relieved of and discharged from our liabilities hereunder.

Datedday of 200

For and on behalf of Bank

Signature of Contractor

EPI



Format

PERFORMANCE BANK GUARANTEE

To

The Chairman & Managing Director,
Engineering Projects (India) Ltd.,
(A Govt. of India Enterprise),
Core-3, Scope Complex,
7, Institutional Area,
Lodhi Road,
New Delhi—110 003.

Dear Sir,

In consideration of the Chairman & Managing Director, Engineering Projects (India) Limited, (A Govt. of India Enterprise), Core-3, Scope Complex, 7, Institutional Area, Lodhi Road, New Delhi – 110 003 (hereinafter called 'EPI' which expression shall include its successors and assigns) having awarded to.....(hereinafter referred to as 'the Supplier/ Contractor/ Sub-Contractor' which expression shall wherever the subject or context so permits include its successors and assigns) a Supply Contract/Contract / Sub-Contract No..... in terms inter alia, of EPI Letter No.dated...and the General Conditions of Contract/ General Purchase Conditions of EPI and upon the condition of the Supplier's/ Contractor's/ Sub-Contractor's furnishing security for the performance of the Supplier's/ Contractor's/ Sub-Contractor's obligations and/or discharge of the Supplier's/ Contractor's/ Sub-Contractor's liability under and/or in connection with the said Supply Contract/ Contract/ Sub-Contract up to a sum of Rs.....(Rupees..... only) amount to.....percent of the total Supply Contract/ Contract/ Sub-Contract Value.

1. We.....(hereinafter called 'the Bank' which expression shall include its successors and assigns) hereby jointly and severally undertake the guarantee to payment to EPI in rupees forthwith on demand in writing and without protest or demur or any and all monies anywise payable by the Supplier/ Contractor/ Sub-Contractor to EPI under in respect of or in connection with the said Supply Contract/ Contract/ Sub-Contract inclusive of all EPI's losses and damages and costs, charges and expenses and other moneys anywise payable in respect to the above as specified in any notice of demand made by the EPI to the Bank with reference to this guarantee up to and aggregate limit of Rs..... (Rupees.....only).

Signature of Contractor

EPI

2. We..... Bank further agree that EPI shall be sole judge of and as to whether the said Supplier/ Contractor/ Sub-Contractor has committed any breach or breaches of any of the terms and conditions of the said Supply Contract/ Contract/ Sub-Contract and the extent of loss, damage, cost, charges and expenses caused to or suffered by or that may be caused to or suffered by EPI on account thereof and the decision of EPI that the said Supplier/ Contractor/ Sub-Contractor has committed such breach or breaches and as to the amount or amounts of loss, damage, costs, charges and expenses caused to or suffered by EPI from time to time shall be final and binding on us.
3. EPI shall be at liberty without reference to the Bank and without effecting the full liability of the Bank hereunder to take any other security in respect of the Supplier's/ Contractor's/ Sub-Contractor's obligations and/or liabilities under or in connection with the said Supply Contract/ Contract/ Sub-Contract and to vary the forms vis-à-vis the Supplier/ Contractor/ Sub-Contractor of the said Supply Contract/ Contract/ Sub-Contract or to grant time and/or indulgence to the Supplier/ Contractor/ Sub-Contractor or to reduce or to increase or otherwise vary the prices of the total Supply Contract/ Contract/ Sub-Contract Value or to release or to forbear from enforcement of all or any of the security and/or any other security(ies) now or hereafter held by the EPI and no such dealing(s) reduction(s) increase(s) or other indulgence(s) or arrangements with the Supplier/ Contractor/ Sub-Contractor or release or forbearance whatsoever shall absolve the bank of the full liability to EPI hereunder or prejudice rights of EPI against the bank.
4. The guarantee/undertaking shall not be determined or affected by the liquidation or winding up, dissolution, or change of constitution or insolvency of the Supplier/ Contractor/ Sub-Contractor but shall in all respects and for all purposes be binding and operative until payment of all moneys made to EPI in terms thereof.
5. The Bank hereby waives all rights at any time inconsistent with the terms of this guarantee/undertaking and the obligations of the Bank in terms hereof shall not be anyway affected or suspended by reasons of any dispute or disputes having been raised by the Supplier/ Contractor/ Sub-Contractor (whether or not pending before any arbitrator, Tribunal or Court) of any denial or liability by the Supplier/ Contractor/ Sub-Contractor stopping or preventing or purporting to stop or prevent any payment by the Bank to the EPI in terms hereof.
6. The amount stated in any notice of demand addressed by EPI to Bank as liable to be paid to EPI by the Supplier/ Contractor/ Sub-Contractor or as suffered or incurred by the EPI on account of any losses or damages or costs, charges and/or expenses shall be conclusive evidence of the amount so liable to be paid to EPI or suffered or incurred by EPI as the case may be and shall be payable by the Bank to EPI in terms hereof.

Signature of Contractor

EPI

7. This guarantee/undertaking shall be a continuing guarantee/undertaking and shall remain valid and irrevocable for all claims of EPI and liabilities of the Supplier/ Contractor/ Sub-Contractor arising up to and until midnight of.....
8. This guarantee/undertaking shall be in addition to any other guarantee or security whatsoever that EPI may now or any time anywise may have in relation to the Supplier's/ Contractor's/ Sub-Contractor's obligations of liabilities under and/or in connection with the said Supply Contract/ Contract/ Sub-Contract, and EPI shall have full authority to take recourse to or enforce this security in preference to any other guarantee of security which EPI may have or obtain and here shall be no forbearance on the part of EPI in enforcing or requiring enforcement of any other security and shall not have the effect of releasing the Bank from its full liability hereunder.
9. It shall not be necessary for EPI to proceed against the said Supplier/ Contractor/ Sub-Contractor before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank notwithstanding any security which the EPI may have obtained or obtain from the Supplier/ Contractor/ Sub-Contractor, shall at the time when proceedings are taken against the said Bank hereunder be outstanding or unrealised.
10. We the said Bank undertake not to revoke this guarantee during its currency except with the consent of EPI in writing and agree that any change in the constitution of the said Supplier/ Contractor/ Sub-Contractor or the said bank shall not discharge our liability hereunder.
11. Wethe said Bank further undertake that we shall pay forthwith the amount stated in the notice of demand without demur and protest notwithstanding any dispute/difference pending between the parties before the arbitrator Tribunal or Court and/or any dispute is being referred to arbitrator.
12. Notwithstanding anything contained herein above, our liability under this guarantee shall be restricted to Rs.....
(Rupees.....) and this guarantee shall remain in force till..... unless a claim is made on us within 3 months from that date, that is before all the claims under this guarantee shall be forfeited and we shall be relieved of and discharged from our liabilities thereunder.

Dated day of200

For and on behalf of Bank

Signature of Contractor

EPI



FORMAT

**INDEMNITY BOND TO BE EXECUTED BY
THE CONTRACTOR FOR SECURED ADVANCE
AGAINST MATERIALS SUPPLIED FOR THE PROJECT**

(On non-judicial stamp paper of appropriate value)

INDEMNITY BOND

THIS INDEMNITY BOND is made this..... day of..... 20..... by..... (*Contractor's Name*) a Company registered under the Companies Act, 1956/Partnership firm/Proprietary concern having its Registered Office at..... (hereinafter called as 'Contractor' which expression shall include its successors and permitted assigns) in favour of Engineering Projects (India) Limited, a Company incorporated under the Companies Act, 1956 having its Registered Office at Core-3, Scope Complex, 7, Institutional Area, Lodhi Road, New Delhi - 110 003 (hereinafter called "EPI" which expression shall include its successors and assigns) :

WHEREAS EPI has awarded to the Contractor a Contract for the work of..... vide its letter of Intent/Work Order No..... dated..... (hereinafter called the "Contract") in terms of which EPI is required to give "Secured Advance" to the Contractor as per Clause no. 35 of the General Conditions of Contract against supply of materials by the Contractor for the project on the security of materials, the quantities, rates and other particulars of which are detailed in the Bill of Quantities for the said Contract.

And WHEREAS by virtue of Clause no. 35 of the General Conditions of Contract of the said Contract, the Contractor is required to execute an Indemnity Bond in favour of EPI for the amount of "Secured Advance" towards the materials actually supplied by the Contractor for the Contract Work from time to time to EPI for the purpose of performance of the Contract. (hereinafter called the "Materials").

"AND WHEREAS the Contractor has applied to EPI that they may be allowed "Secured Advance" on the security of materials absolutely belonging to them and brought by them to the site of the works for use in construction of the work".

NOW THEREFORE, This Indemnity Bond witnesseth as follows:

1. That in consideration of the "Secured Advance" being given to the Contractor as mentioned in the Contract, for the purpose of performance of the Contract, the Contractor hereby undertakes to indemnify and shall keep EPI indemnified, for the Actual Cumulative Amount of the "Secured Advance" given to the Contractor from time to time against the said Contract. The Contractor hereby acknowledges actual receipt of the materials etc. as per dispatch title documents being /to be handed over to EPI from time to time. The Contractor shall hold such materials in trust as a "Trustee" for and on behalf of EPI.

Signature of Contractor

EPI

2. That the Contractor is obliged and shall remain absolutely responsible for the safe transit/protection and custody of the materials at EPI's project site against all risks whatsoever till the materials are duly used/erected in accordance with the terms of the Contract and the plant/package duly erected and commissioned in accordance with the terms of the Contract is taken over by EPI and the Secured Advance is fully adjusted/recovered as per terms of the Contract. The Contractor undertakes to keep EPI harmless against all losses, damages, deterioration and shortages that may be caused to the materials.
3. The Contractor undertakes that the materials shall be used exclusively for the performance/execution of the Contract strictly in accordance with its terms and conditions and no part of the materials shall be utilized for any other work or purpose whatsoever. It is clearly understood by the Contractor that non-observance of the obligations under this Indemnity Bond by the Contractor shall inter-alia constitute a criminal breach of trust on the part of the Contractor for all intents and purposes including legal/penal consequences.
4. That EPI is and shall remain the exclusive owner of the materials free from all encumbrances, charges or liens of any kind, whatsoever. The materials shall at all times be open to inspection and checking by the Engineer – In - Charge or other employees/agents authorized by him in this regard. Further, EPI shall always be free at all times to take possession of the materials in whatever form the materials may be, if in its opinion, the materials are likely to be endangered, misutilised or converted to uses other than those specified in the Contract, by any acts of omission or commission on the part of the Contractor or any other person or on account of any reason whatsoever and the Contractor binds himself and undertakes to comply with the directions of demand of EPI to handover the materials without any demur or reservation.
5. That this Indemnity Bond is irrevocable. If at any time any loss or damage occurs to the materials or the same or any part thereof is mis-utilised in any manner whatsoever, then the Contractor hereby agrees that the decision of the Engineer-In-Charge of EPI as to assessment of loss or damage to the materials shall be final and binding on the Contractor. The Contractor binds itself and undertakes to replace the lost and /or damaged materials at its own cost and/or shall pay the amount of 'Secured Advance' to EPI without any demur, reservation or protest. This is without prejudice to any other right or remedy that may be available to EPI against the Contractor to recover any amount or all the amounts of this Bond from any dues of the Contractor under the Contract or as per the law.
6. This Bond shall remain in force and effect till the completion of the work as per the aforesaid Contract and till all the amount recoverable under this Bond from the Contractor is fully recovered by EPI. The Bond can not be revoked by the Contractor without the written consent of EPI.
7. That Contractor also agrees that any change in the constitution of the Contractor shall not discharge them from their obligation and liability.
8. This Bond shall be treated as an additional addage to the Contract and nothing herein contained shall be construed to adversely affect the rights of EPI in the Contract.

Signature of Contractor

EPI

IN WITNESS WHEREOF, the Contractor has signed this Indemnity Bond through its duly authorized representative on the date and place first above written.

For and on behalf of Contractor

(Contractor's Name)

WITNESS:

- | | | | |
|----|----|-----------------|-------------------------------|
| 1. | 1. | Signature | Signature |
| | 2. | Name | Name (Executant) |
| | 3. | Address | Designation |
| 2. | 1. | Signature | (Authorized representative) |
| | 2. | Name | |
| | 3. | Address | Seal |

Signature of Contractor

EPI

**BANK GUARANTEE
(IN LIEU OF GUARANTEE FOR ANTI-TERMITE TREATMENT)**

(Judicial Stamp paper of appropriate value as per stamp Act-of respective state)

Engineering Projects (India) Ltd.,
Core- 3, Scope Complex
7, Institutional Area Lodhi Road,
New Delhi – 110003

In consideration of the EPI (India) Ltd., having its Registered Office at Engineering Projects (India) Ltd, Core-3, Scope Complex, 7, Institute Area, Lodhi Road, New Delhi -110003 (hereinafter called "EPI") which expression shall unless repugnant to the subject or context include its successors and assigns having awarded to M/s.....

.....(hereinafter called "the **Supplier/Contractor**") having its registered Head Office at..... which expression shall unless repugnant to the subject or context includes its successors and assigns) a Contract in terms inter-alia of **EPI's letter NO.....dated.....**and the Contract/Purchase Conditions of EPI and upon the condition of the Supplier/Contractor furnishing Security for the performance of the Supplier's obligations and /or discharge of the contractor's/supplier's liability **for removal of defects in Anti-termite treatment under the said contract** upto a **sum of Rs.....**

(Rupees..... only). We, theBank (hereinafter called "**The Bank**") which expression shall unless repugnant to the subject or context include its successors and assigns having our registered office at.....and branch office at hereby undertake and guarantee payment to EPI forthwith on the same day on demand in writing and without protest or demur of any and all moneys payable by the supplier/contractor to EPI under, in respect or in connection with the said contract inclusive of all the losses, damages, costs, charges and expenses and other moneys payable in respect of the above as specified in any notice of demand made by EPI to the Bank with reference to this guarantee upto and aggregate limit of Rs.....(Rupees.....only) and the bank hereby agree with EPI that:

1. This Guarantee shall be continuing guarantee and shall remain valid and irrevocable for all claims of EPI and liabilities of Supplier/Contractor till the **date of expiry of BG i.e.....**The claim period of the Bank Guarantee shall be for a period of 12 months after the date of expiry of BG.
2. This Guarantee shall be in addition to any other Guarantee or Security whatsoever that EPI now or at any time have in relation to the Supplier's obligations/liabilities under and/or in connection with the said supply/contract, and EPI shall have full authority to take recourse or to enforce this Security in preference to any other Guarantee or Security which EPI may have or obtain and no forbearance on the part of EPI in enforcing or requiring enforcement of any other Security shall have the effect of releasing the Bank from its liability hereunder.
3. EPI shall be at liberty without reference to the Bank and without affecting the full liability of the Bank hereunder to take any other security in respect of the

Signature of Contractor

EPI

Supplier's/Contractor's obligations and/ or liabilities under or in connection with the said supply/contract or to grant time and / or indulgence to the supplier / contractor or to increase or otherwise vary the prices or the total contract value or to release or to forbear from enforcement of all or any of the conditions under the said supply / contract and / or the remedies of EPI under any other security/securities now or hereafter held by EPI and no such dealings, increase(s) or other indulgence(s) or arrangement(s) with the supplier / contractor or releasing or forbearance whatsoever shall have the effect of releasing the Bank from its full liability to EPI hereunder or prejudicing rights of EPI against the Bank.

4. This Guarantee shall not be determined or affected by the liquidation or winding up, dissolution or change of constitution or insolvency of the supplier / contractor but shall in all respects and for all purposes be binding and operative until payment of all moneys payable to EPI in terms thereof or till expiry of the Bank Guarantee including claim period of Bank Guarantee, whichever is earlier.
5. The Bank Guarantee in no event be terminable, for any change in the constitution of the Guarantor Bank or for any other reasons whatsoever and the liability of the Guarantor Bank hereunder shall not be impaired or discharged by any extension of time or variations or alterations made, given, or agreed with or without knowledge or consent of EPI, by or between Supplier/ Contractor and the Bank.
6. The Bank hereby waives all rights at any time inconsistent with the terms of this Guarantee and the obligations of the Bank in terms hereof shall not be otherwise affected or suspended by reason of any dispute or disputes having been raised by the supplier / contractor (whether or not pending before any Arbitrator, Tribunal or Court) or any denial or liability by the supplier/ contractor stopping/ preventing or purporting to stop or prevent any payment by the Bank to EPI in terms thereof.
7. The amount stated in any notice of demand addressed by EPI to the Guarantor as liable to be paid to EPI by the supplier/contractor or as suffered or incurred by EPI on account of any losses or damages, costs, charges and / or expenses **incurred in rectification of defects or re- execution of Anti-termite treatment** shall as between the Bank and EPI be conclusive of the amount so liable to be paid to EPI or suffered or incurred by EPI as the case may be and payable by the Guarantor to EPI in terms hereof subject to a maximum of Rs(Rupees only),
8. Unless demand or claim under this Guarantee is made on the Guarantor in writing within 12 months after the date of expiry of the Guarantee i.e. upto the Guarantor shall be discharged from all liabilities under this Guarantee there under.

Signature of Contractor

EPI



Notwithstanding anything contained herein before our liability under this guarantee is restricted to Rs. (Rupees.....only). This guarantee will expire on Any claim under this Guarantee must be received by us within 12 months after the date of expiry.

Place: _____

For and on behalf of the Bank

Date: _____

WITNESS: 1. _____

2. _____

Signature of Contractor

EPI

**GUARANTEE BOND
FOR ANTI-TERMITE TREATMENT**

THIS AGREEMENT made isday of two Thousandbetween M/s _____(hereinafter called the guarantor of the one part and M/s EPI (India) Limited, hereinafter called the EPI hereinafter called the OWNER of the otherpart.

Whereas this agreement is supplementary to the contract hereinafter called the contract dated _____made between the guarantor of the one part and EPI (India) Ltd., of the other part whereby the contractor inter-alia, understood to render the buildings and structures in the said contract recited, completed, termite proof. And whereas the guarantor agreed to give a guarantee to the effect that the said structure will remain termite proof for TEN YEARS to be so reckoned from the date after the maintenance period prescribed in the contract expires.

During this period of guarantee the guarantor shall make good all defects and for that matter shall replace at his risk and cost such wooden member as may be damaged by termite and in case of any other defect being found, he shall render the building termite proof at his cost to the satisfaction of the Engineer-in-charge and shall commence the works of such rectification within seven days from date of issuing notice from the Engineer-in-Charge calling upon him to rectify the defects falling which the work shall be got done by EPI/ OWNER by some other contractor at the guarantor's cost and risk and in the later case the decision of the Engineer-in-charge as to the cost recoverable from the guarantor shall be final and binding.

That if the Guarantor fails to execute the Anti-Termite treatment or commits breaches hereunder then the Guarantor will indemnify EPI against all losses damages, cost expenses or otherwise which may be incurred by him by reasons of any default on the part of the guarantor in performance and observance of this supplemental Agreement. As to the amount of loss and or damage and/or cost incurred by EPI/ OWNER decision of the Engineer-in-charge will be final and binding on the parties.

In witness where of these presents have been executed by the Guarantor _____and by _____for and on behalf of EPI on the day of month and year first above written.

Signed sealed and delivered by (Guarantor)IN

THE PRESENCE OF:

- 1.
- 2.

Signed for and on behalf of EPI by/ in presence of:

1. _____
2. _____

Signature of Contractor

EPI

BANK GUARANTEE
(IN LIEU OF GUARANTEE FOR WATER-PROOFING WORKS)

(Judicial Stamp paper of appropriate value as per stamp Act-of respective state)

Engineering Projects (India) Ltd.,
Core- 3, Scope Complex
7, Institutional Area Lodhi Road,
New Delhi – 110003

In consideration of the EPI (India) Ltd., having its Registered Office at Engineering Projects (India) Ltd, Core-3, Scope Complex, 7, Institute Area, Lodhi Road, New Delhi -110003 (hereinafter called "EPI") which expression shall unless repugnant to the subject or context include its successors and assigns having awarded to M/s.

..... (hereinafter called "the **Supplier/Contractor**") having its registered Head Office at. which expression shall unless repugnant to the subject or context includes its successors and assigns) a Contract in terms inter-alia of **EPI's letter NO.....dated.....** and the Contract/Purchase Conditions of EPI and upon the condition of the Supplier/Contractor furnishing Security for the performance of the Supplier's obligations and /or discharge of the contractor's/supplier's liability for **removal of defects in Water Proofing treatment under the said contract upto a sum of Rs.....**

(Rupees..... only). We, theBank (hereinafter called "**The Bank**") which expression shall unless repugnant to the subject or context include its successors and assigns having our registered office at.....and branch office at hereby undertake and guarantee payment to EPI forthwith on the same day on demand in writing and without protest or demur of any and all moneys payable by the supplier/contractor to EPI under, in respect or in connection with the said contract inclusive of all the losses, damages, costs, charges and expenses and other moneys payable in respect of the above as specified in any notice of demand made by EPI to the Bank with reference to this guarantee upto and aggregate limit of Rs.....(Rupees.....only) and the Bank hereby agree with EPI that:

1. This Guarantee shall be continuing guarantee and shall remain valid and irrevocable for all claims of EPI and liabilities of Supplier/Contractor till the **date of expiry of BG i.e.....** The claim period of the Bank Guarantee shall be for a period of 12 months after the date of expiry of BG.
2. This Guarantee shall be in addition to any other Guarantee or Security whatsoever that EPI now or at any time have in relation to the Supplier's obligations/liabilities under and/or in connection with the said supply/contract, and EPI shall have full authority to take recourse or to enforce this Security in preference to any other Guarantee or Security which EPI may have or obtain and no forbearance on the part of EPI in enforcing or requiring enforcement of any other Security shall have the effect of releasing the Bank from its liability hereunder.

Signature of Contractor

EPI

3. EPI shall be at liberty without reference to the Bank and without affecting the full liability of the Bank hereunder to take any other security in respect of the Supplier's/Contractor's obligations and/ or liabilities under or in connection with the said supply/contract or to grant time and / or indulgence to the supplier / contractor or to increase or otherwise vary the prices or the total contract value or to release or to forbear from enforcement of all or any of the conditions under the said supply / contract and / or the remedies of EPI under any other security/securities now or hereafter held by EPI and no such dealings, increase(s) or other indulgence(s) or arrangement(s) with the supplier / contractor or releasing or forbearance whatsoever shall have the effect of releasing the Bank from its full liability to EPI hereunder or prejudicing rights of EPI against the Bank.
4. This Guarantee shall not be determined or affected by the liquidation or windingup, dissolution or change of constitution or insolvency of the supplier / contractor but shall in all respects and for all purposes be binding and operative until payment of all moneys payable to EPI in terms thereof or till expiry of the Bank Guarantee including claim period of Bank Guarantee, whichever is earlier.
5. The Bank Guarantee in no event be terminable, for any change in the constitution of the Guarantor Bank or for any other reasons whatsoever and the liability of the Guarantor Bank hereunder shall not be impaired or discharged by any extension of time or variations or alterations made, given, or agreed with or without knowledge or consent of EPI, by or between Supplier/ Contractor and the Bank.
6. The Bank hereby waives all rights at any time inconsistent with the terms of this Guarantee and the obligations of the Bank in terms hereof shall not be otherwise affected or suspended by reason of any dispute or disputes having been raised by the supplier / contractor (whether or not pending before any Arbitrator, Tribunal or Court) or any denial or liability by the supplier/ contractor stopping/ preventing or purporting to stop or prevent any payment by the Bank to EPI in terms thereof.
7. The amount stated in any notice of demand addressed by EPI to the Guarantor as liable to be paid to EPI by the supplier/contractor or as suffered or incurred by EPI on account of **any losses or damages, costs, charges and / or expenses incurred in rectification of deficiencies or re- execution of Water Proofing treatment** shall as between the Bank and EPI be conclusive of the amount so liable to be paid to EPI or suffered or incurred by EPI as the case may be and payable by the Guarantor to EPI in terms hereof subject to a maximum of Rs (Rupeesonly),
8. Unless demand or claim under this Guarantee is made on the Guarantor in writing within 12 months after the date of expiry of the Guarantee i.e. upto the

Signature of Contractor

EPI

Guarantor shall be discharged from all liabilities under this Guarantee there under.

Notwithstanding anything contained herein before our liability under this guarantee is restricted to Rs..... (Rupees.....only). This guarantee will expire on Any claim under this Guarantee must be received by us within 12 months after the date of expiry.

Place

For and on behalf of Bank

Date

WITNESS:

1. _____

2. _____

Signature of Contractor

EPI

GUARANTEE TO BE EXECUTED BY CONTRACTOR FOR REMOVAL OF DEFECTS AFTER COMPLETION IN RESPECT OF WATER PROOFING WORKS

The agreement made thisday ofTwo thousand One and between(hereinafter called Guarantor of the one part) and the EPI (India) Limited (hereinafter called the Execution Agency of the other part).

WHEREAS this agreement is supplementary to a contract (hereinafter called the _____ Contract), datedand made between the GUARANTOR OF THE ONE part and the EPI of the other part, whereby the Contractor, inter-alia, undertook to render the buildings and structures in the said contract recited completely water and leak proof.

AND WHEREAS the Guarantor agreed to give a guarantee to the effect that the said structures will remain water and leak proof for ten years from the date of handing over of the structure of water proofing treatment.

NOW THE GUARANTOR hereby guarantees that water proofing treatment given by him will render the structures completely leak proof and the minimum life of such water proofing treatment shall be ten years to be reckoned from the date after the maintenance period prescribed in the contract.

Provided that the Guarantor will not be responsible for leakage caused by earthquake or structural defects or misuse of roof or alteration and for such purpose.

- a) Misuse of roof shall mean any operation, which will damage proofing treatment, like chopping of fire wood and things of the same nature which might cause damage to the roof.
- b) Alteration shall mean construction of an additional storey or a part of the roof or construction adjoining to existing roof whereby proofing treatment is removed in parts
- c) The decision of the Engineer-in-Charge with regard to cause of leakage shall be final

During this period of guarantee, the Guarantor shall make good all defects and in case of any defect being found render the building water proof to the satisfaction of the Engineer-in-Charge at his cost and shall commence the work for such rectification within seven days from the date of issue of notice from the Engineer-in-Charge calling upon him to rectify

Signature of Contractor

EPI

the defects failing which the work shall be got done by the EPI by some other Contractor at the guarantor's cost and risk. The decision of Engineer-in-Charge as to the cost, payable by the Guarantor shall be final and binding.

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

IN WITNESS WHEREOF these presents have been executed by the Obligator,,and by And for and on behalf of the EPI on the day, month and year first above written.

Signed, sealed and delivered by Obligator in the presence of-

1. _____

2. _____

Signed for and on behalf of the EPI (India) Limited by _____

In presence of:

1. _____

2. _____

Signature of Contractor

EPI



FORMAT

AGREEMENT FORM

This agreement made on.....day of (Month) (Year), between **THE ENGINEERING PROJECTS (INDIA) LIMITED (EPI)**, (A Govt. of India enterprise) a company incorporated under the Companies Act, 1956 having its Registered and Corporate Office at Core-3, Scope Complex, 7, Institutional area, Lodhi Road, New Delhi – 110003 (hereinafter referred to as the "EPI" which expression shall include its administrators, successors, executors and assigns) of the one part and **M/s (NAME OF CONTRACTOR)** (hereinafter referred to as the 'Contractor' which expression shall unless the context requires otherwise include its administrators, successors, executors and permitted assigns) of the other part.

WHEREAS, EPI, is desirous of construction of **(NAME OF WORK)** (hereinafter referred to as the "PROJECT") on behalf of the **(NAME OF OWNER/MINISTRY)** (hereinafter referred to as "OWNER"), and had invited Tenders as per Tender Documents vide NIT No. _.

AND WHEREAS **(NAME OF CONTRACTOR)** had participated in the above referred Tender vide their tender dated ___ and EPI has accepted their aforesaid Tender and award the contract for **(NAME OF PROJECT)** on the terms and conditions contained in its Letter of Intent No. _____ and the documents referred to therein, which have been unequivocally and unconditionally accepted by **(NAME OF CONTRACTOR)** vide their Letter of Undertaking dated _____ resulting into a contract.

NOW THEREFORE THIS DEED WITNESSETH AS UNDER:

ARTICLE 1.0 – AWARD OF CONTRACT

1.1 SCOPE OF WORK

EPI has awarded the contract to **(NAME OF CONTRACTOR)** for the work of **(NAME OF WORK)** on the terms and conditions in its Letter of intent No. _____ dated _____ and the documents referred to therein. The award of work has taken effect from **(DATE)** i.e. the date of issue of aforesaid letter of intent. The terms and expressions used in this agreement shall have the same meanings as are assigned to them in the "Contract Documents" referred to in the succeeding Article.

ARTICLE 2.0 – CONTRACT DOCUMENTS

2.1 The contract shall be performed strictly as per the terms and conditions stipulated herein and in the following documents attached herewith (hereinafter referred to as "Contract Documents").

- a) EPI Notice Inviting Tender vide No. _____ Tender Documents consisting of:

Signature of Contractor

EPI

| S.No. | DESCRIPTION |
|------------|---|
| 1.0 | Volume -I |
| 1.1 | Notice Inviting Tenders & Instruction to tenderers |
| 1.2 | General Conditions of Contracts |
| 1.3 | Additional Conditions of Contracts |
| 2.0 | Volume -II |
| 2.1 | Technical Specification, Bill of Quantity |
| 2.2 | Tender Drawings |
| 3.0 | Volume-III |
| 3.1 | Schedule of Rates/ Bill of Quantity (Price -Bid) |
| 4.0 | Addendum / Corrigendum if any. |

b) **(NAME OF CONTRACTOR)** letter/proposal no. _____ dated _____ and their subsequent communication:

i) **(NAME OF CONTRACTOR)** Letter of Undertaking of Tender Conditions dated _____

ii) **(NAME OF CONTRACTOR)**, Acknowledgement dated _____ on letter of Intent

2.2 EPI's detailed Letter of Intent No. _____ dated _____ including Bill of Quantities. Agreed time schedule, Contractor's Organization Chart and list of Plant and Equipments submitted by Contractor.

2.3 Security Deposit Cum Performance Bank Guarantee received on _____

2.4 All the aforesaid contract documents referred to in Para 2.1 and 2.2 above shall form an integral part of this Agreement, in so far as the same or any part thereof conform, to the Tender Documents and what has been specifically agreed to by EPI in its Letter of Intent. ~~Any matter inconsistent therewith, contrary or repugnant thereto or deviations taken by the Contractor in its "TENDER" but not agreed to specifically by EPI in its Letter of Intent, shall be deemed to have been withdrawn by the Contractor without any cost implication to EPI.~~ For the sake of brevity, this Agreement alongwith its aforesaid contract documents and Letter of Intent shall be referred to as the "Contract".

ARTICLE 3.0 – CONDITIONS & CONVENANTS

3.1 The scope of Contract, Consideration, Terms of Payments, Advance, Retention Moneys, Taxes wherever applicable, Insurance, Agreed Time Schedule, Compensation for delay and all other terms and conditions contained in EPI's Letter of Intent No. _____ dated _____ are to be read in conjunction with other aforesaid Contract Documents. The contract shall be duly performed by the Contractor strictly and faithfully in accordance with the terms of this contract.

3.2 The scope of work shall also include all such items which are not specifically mentioned in the Contract Documents but which are reasonably implied for the satisfactory completion of the entire scope of work envisaged under this contract unless otherwise specifically excluded from the scope of work in the Letter of Intent.

Signature of Contractor

EPI

- 3.3 Contractor shall adhere to all requirements stipulated in the Contract documents.
- 3.4 Time is the essence of the Contract and it shall be strictly adhered to. The progress of work shall conform to agreed works schedule/contract documents and Letter of Intent.
- 3.5 This agreement constitutes full and complete understanding between the parties and terms of the presents. It shall supersede all prior correspondence to the extent of inconsistency or repugnancy to the terms and conditions contained in Agreement. Any modification of the Agreement shall be effected only by a written instrument signed by the authorized representative of both the parties.
- 3.6 The total contract price for the entire scope of this contract as detailed in Letter of Intent is Rs. _____ (Rupees _____ only), which shall be governed by the stipulations of the contract documents.

ARTICLE 4.0 – NO WAIVER OF RIGHTS

- 4.1 Neither the inspection by EPI or the Engineer-In-Charge or Owner or any of their officials, employees or agents nor order by EPI or the Engineer-In-Charge for payment of money or any payment for or acceptance of, the whole or any part of the work by EPI or the Engineer-In-Charge nor any extension of time nor any possession taken by the Engineer-In-Charge shall operate as waiver of any provisions of the contract, or of any power herein reserved to EPI, or any right to damage herein provided, nor shall any waiver of any breach in the contract be held to be a waiver of any other or subsequent breach.

ARTICLE 5.0 – GOVERNING LAWS AND JURISDICTION

- 5.1 The Laws applicable to this contract shall be the laws in force in India and as amended from time to time.

Jurisdiction shall be of the Court (s) stated in the 'Memorandum' to the 'Form of Tender' only.

5.2 Notice of Default

Notice of default given by either party to the other party under the Agreement shall be in writing and shall be deemed to have been duly and properly served upon the parties hereto, if delivered against acknowledgment due or by FAX or by registered mail duly addressed to the signatories at the address mentioned herein above.

IN WITNESS WHEREOF, the parties through their duly authorized representatives have executed these presents (execution whereof has been approved by the Competent Authorities of both the parties) on the day, month and year first above mentioned at New Delhi.

For and on behalf of:

(NAME OF CONTRACTOR)

WITNESS:

1.

Signature of Contractor

For and on behalf of:

M/s. Engineering Projects (I) Ltd.

WITNESS:

1

EPI

FORMAT
Annexure LC-1

LOCAL CONTENT CERTIFICATE

(From Statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of supplies other than companies) giving the percentage of local content. For contracts value above Rs.10 Crores).

Ref: NIT No.....Dated.....

Name of tender:

"We..... the statutory auditor (or as the case may be) of M/s. (Name of the bidder) hereby certify that M/s.....(Name of the bidder) meet the mandatory local content requirements of the tender as per Public Procurement (Preference to Make in India) - Local Content policy quoted vide offer no..... dated..... against EPI NIT No..... dated..... by M/s.....(Name of the bidder). The percentage of local content in the bid is... % and the items offered in the bid meets the minimum local content and party shall give details of the location (s) at which the local value addition is made".

Authorized Signatory

Name & Seal of the Issuing Authority

Signature of Contractor

EPI



FORMAT |

ANNEXURE -LC2

UNDERTAKING

(To be submitted by bidder on its Company Letter Head for contracts value up to Rs.10 Crores)

Ref: NIT No.....Dated.....

Name of tender:

"We(Name of the bidder) undertake that we meet the mandatory minimum local content requirement as per Public Procurement (Preference to Make in India) – Local Content policy against EPI NIT No..... dated.....,The percentage of local content in the bid is % and the items offered in the bid meets the minimum local content and shall give details of the location (s) at which the local value addition is made".

Date:

Authorized Signatory

Name & Seal of the Company

Signature of Contractor

EPI

(Applicable for works having value of Rs. 10 Crore & Above)

INTEGRITY PACT

For monitoring of the Integrity Pact, and with the approval of CVC, EPI has appointed the competent and credible Independent External Monitors (IEMs). The task of the IEMs shall be to review independent and objectively whether and to what extent the parties comply with the obligations under the defined Integrity Pact agreement. Threshold limit for integrity pact is Rs.10 Crores for tenders related to Works and Rs. 5 Crores for tenders relating to supply items. It has been made mandatory for all such bidder(s) / contractor(s) to enter into Integrity Pact with EPI, otherwise their bids shall be summarily rejected. EPI will forward proforma Annexure-1, Annexure -2 and Annexure-3 of the Integrity Pact along with the Tender documents. The bidder/contractor shall not change the contents of the Integrity Pact. If, the bidder/contractor is a partnership consortium, the Integrity Pact shall be signed by all the partners or consortium members.

IT division shall update EPI website w.r.t. IEMs detail. In addition to this, IEM's details may also be incorporated in respective NIT's in line with threshold value.

Signature of Contractor

EPI

(Applicable for works having value of Rs. 10 Crore & Above)

Annexure -1

INTEGRITY PACT

To

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

Sub: NIT No. for the work
.....

Dear Sir,

It is hereby declared that EPI is committed to follow the principle of transparency, equity and competitiveness in public procurement.

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

This declaration shall form part and parcel of the Integrity Agreement/PACT and signing of the same shall be deemed as acceptance and signing of the Integrity Agreement/PACT on behalf of the EPI.

Yours faithfully

For Engineering Projects India Ltd.

Signature of Contractor

EPI

(Applicable for works having value of Rs. 10 Crore & Above)

Annexure -2

INTEGRITY PACT

To

E.P.I
.....
.....

Sub: Submission of Tender for the work of
.....

Dear Sir,

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

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

I/We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement/PACT shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by EPI. I/We acknowledge and accept the duration of the Integrity Agreement/PACT, which shall be in the line with section 9.1 of the enclosed Integrity Agreement/PACT. I/We accept that the detail of IEM's has been checked with EPI office/website.

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

Yours faithfully,

(Duly authorized signatory of the bidder)

Signature of Contractor

EPI

(Applicable for works having value of Rs. 10 Crore & Above)

Annexure-3

INTEGRITY PACT

Between

Engineering Projects (India) Limited (EPI) hereinafter referred to

as "The Principal", and

..... hereinafter referred
to as "The Bidder/ Contractor"

Preamble

The Principal intends to award, under laid down organizational procedures, contracts/s for

..... The principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and / or Contractor(s).

In order to achieve these goals, the Principal will appoint Independent External Monitors (IEMs) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Principal

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

- a. No employee of the Principal, personally or through family members, will in connection with the tender for , or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
- c. The Principal will exclude from the process all known prejudiced persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and

Signature of Contractor

EPI



in addition can initiate disciplinary actions.

Section 2 – Commitments of the Bidder(s)/ Contractor(s)

- (1) The Bidder(s)/ Contractor(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s)/ Contractor(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution.
 - a. The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - b. The Bidder(s)/ Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - c. The Bidder(s)/ Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only.
 - e. The Bidder(s)/ Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
 - f. The Bidder(s)/ Contractor(s) will, when presenting their bid, disclose any transgressions with any other company that may impinge on the anti corruption principle.
 - g. Bidder(s) /Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
- (2) The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences

Signature of Contractor

EPI



outlined above or be an accessory to such offences.

Section 3 - Disqualification from tender process and exclusion from future Contracts

- (1) If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or to terminate the contract, if already signed for such reason.
- (2) If the Bidder/ Contractor has committed a serious transgression through a violation of section — 2 such as to put his reliability or credibility into question, the principal is entitled also to exclude the Bidder/ Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors with the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.
- (3) If the Bidder/ Contractor can prove that he has restored/ recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.
- (4) A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible.

Section 4 – Compensation for Damages

- (1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- (2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

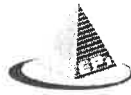
Section 5 – Previous transgression

- (1) The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process.

Section 6 – Equal treatment of all Bidders / Contractors / Subcontractors

Signature of Contractor

EPI



- (1) In case of joint venture, all the partners of the joint venture should sign the Integrity Pact. In case of Sub- contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the sub-contractor and submit duly signed Integrity Pact by all the sub-contractors.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
- (3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 – Criminal charges against violating Bidder(s) / Contractor(s) / Subcontractor(s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8 – Independent External Monitor

- (1) The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his/ her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders/Contractors as confidential. He/ she reports to the Chairman, EPI.
- (3) The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable
- (4) to Sub-contractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/ Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform Chairman, EPI and recues himself / herself from that case.
- (5) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request

Signature of Contractor

EPI



the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the independent External Monitor shall give an opportunity to the Bidder/ Contractor to present its case before making its recommendations to the Principal.

- (7) The Monitor will submit a written report to the Chairman, EPI within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- (8) Monitor shall be entitled to compensation on the same terms as being extended to / provided to Independent Directors on the EPI Board.
- (9) If the Monitor has reported to the Chairman EPI, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the Chairman EPI has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (10) The word 'Monitor' would include both singular and plural.
- (11) Independent External Monitor shall be required to maintain confidentially of the information acquired and gathered during their tenure/ role as independent Monitor. Any breach in this regard would be subject to the legal judicial system of India.

Section 9 – Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings. If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Chairman of EPI.

Section 10 – Other provisions

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi.
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (4) Issues like Warranty / Guarantee etc. shall be outside the purview of IEMs.

Signature of Contractor

EPI

(For & On behalf of Bidder/ Contractor)

(Office Seal)

(Office Seal)

Place

Date

Witness 1:

(Name & Address)

Witness 2:

(Name & Address)

Signature of Contractor

EPI



ANNEXURE-A

PROFORMA FOR INDEMNITY BOND TO BE EXECUTED BY THE CONTRACTOR FOR DIRECT PAYMENT TO SUB-CONTRACTOR / VENDOR AGAINST EXCEPTIONAL CIRCUMSTANCES.

(This Indenture has to be submitted in a stamp paper (purchased from Delhi only) of Rs 100 and to be signed and notarized at Delhi only)

INDEMNITY BOND

This Indemnity Bond is made on this _____ day of _____, 202

By and Between

_____ (hereinafter called the Contractor/Indemnifier) which expressions shall unless be repugnant to the context include its successors and assigns of the first part.

in favour of

Engineering Projects (India) Limited, a company incorporated under the companies Act, 1956 having its Registered Office at Core -3, Scope Complex, 7, institutional Area, Lodhi Road, New Delhi-110 003 (hereinafter called EPI) which expression shall unless be repugnant to the context include its successors and assigns of the second part.

WHEREAS vide LOA bearing No _____ dated _____ the Contractor was awarded The work of _____ (here in after referred to as "said work").

AND WHEREAS an agreement dated _____ was the re after entered into between the parties regarding the said work (hereinafter called the said agreement).

AND WHEREAS, the Contractor, vide _____ (details of the communication received) has specifically requested EPI to directly make payment amounting to Rs. (the amount to be paid) to _____ (name of the subcontractor/vendor) on behalf of the Contractor, not to be construed as a precedent in any manner.

AND WHEREAS, the Contractor has in continuation to the aforementioned request forwarded the Bank details of _____ (name of the subcontractor/vendor) where EPI is required to make the payment.

AND WHEREAS, in order to indemnify EPI against any loss/claim/dispute arising out of release of the payment of aforementioned amount directly to _____ (name of the subcontractor/vendor) by EPI, the Contractor has agreed to execute an indemnity bond in favour of EPI.

NOW, THEREFORE, THIS INDEMNITY BOND PROVIDES AS FOLLOWS:

- 1) That the Contractor undertakes/certifies that the amount of Rs _____ to

be released directly to _____ (name of the subcontractor/vendor) by EPI has been verified and is found to be payable.

- 2) That the Contractor agrees to the said amount of Rs. Being deducted/ adjusted from any/all payment due or that may become due to the Contractor from EPI.
- 3) That the Contractor undertakes that payment to _____ (name of the subcontractor/ vendor) directly by EPI on its request shall not relieve Contractor from any of its liabilities or contractual obligations towards EPI and such release of payment by EPI shall not give rise to any contractual relations between EPI and _____ (name of the subcontractor/vendor).
- 4) That the Contractor agrees to fully indemnify EPI against any loss/claim/dispute arising out of release of the direct payment to _____ (name of the subcontractor/vendor) on behalf of the contractor.
- 5) That any dispute arising out of this indenture of Indemnity shall be subject to the exclusive jurisdiction of the courts at New Delhi only.
- 6) That the contractor agrees to fully indemnify EPI against any notice/demand issued by any statutory authority arising out of the release of the direct payment to ----- (Name of contractor/vendor)

IN WITNESS WHERE OF the Contractor/Indemnifier here in has here un to set his respective hand and seal on the day, month and year above first written.

Signed Sealed at Delhi and delivered by

For and on behalf of Contractor

(Contractor/Indemnifier Name)

Signature.....

Name (Executant).....

Designation

(Authorized representative)

Seal

Witness

1. Signature

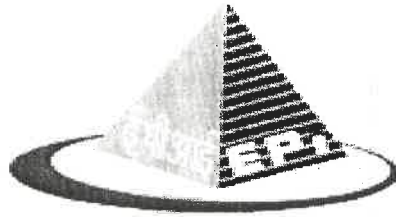
Name

Address.....

2. Signature

Name

Address.....



**PROCEDURE FOR TECHNICAL,
QUALITY, SYSTEM & HSE AUDITS
AT
CONSTRUCTION SITES**



**BY
QUALITY AUDIT DEPARTMENT (QAD)
(UNDER P&M DIVISION)**

**ENGINEERING PROJECTS INDIA LTD.
CORE-3, SCOPE COMPLEX, LODHI ROAD,
NEW DELHI – 110003**

Abbreviations:

| | | |
|---------------------|---|-------------------------------------|
| QAP | : | Quality Assurance Plan |
| EPIL | : | Engineering Projects (India)Limited |
| P&M Div. | : | Planning & Monitoring Division |
| QAD | : | Quality Audit Department |
| QAP | : | Quality Audit Procedure |
| AFC/IFC | : | Approved/Issued for Construction |
| HSE | : | Health, Safety & Environment |
| HT | : | High Tension |
| ITP | : | Inspection &Test Plan |
| NDT | : | Non-Destructive Testing |
| QA | : | Quality Assurance |
| SI | : | Site In-charge |
| TPQT | : | Third Party Quality Team |



**PROCEDURE FOR TECHNICAL, SYSTEM, QUALITY &HSE AUDIT
FOR CONSTRUCTION SITES
(BY QUALITY AUDIT DEPARTMENT (QAD)
UNDER P&M DIVISION)**

Document No. EPI/P&M/QAD/001
Page 3 of 18
ISSUE NO. 01 DATE:
REV. NO. 00 DATE: 28.10.2024

CONTENTS

| CLAUSE | TITLE | PAGE NO. |
|---------------|---------------------------|-----------------|
| 1.0 | PURPOSE | 5 |
| 2.0 | SCOPE | 5 |
| 3.0 | REFERENCES | 5 |
| 4.0 | DEFINITIONS | 5 |
| 5.0 | METHODOLOGY AND CONTROLS | 6 |
| 6.0 | DOCUMENTATION AND RECORDS | 9 |

ANNEXURE

| | | |
|----|---------------------------------|-------|
| A. | CHECKLIST FOR CONTRACTUAL AUDIT | 10-10 |
| B. | CHECKLIST FOR TECHNICAL AUDIT | 10-13 |
| C. | CHECKLIST FOR SYSTEM AUDIT | 13-14 |
| D. | CHECKLIST FOR QUALITY AUDIT | 14-17 |
| E. | CHECKLIST FOR HSE AUDIT | 18-19 |



**PROCEDURE FOR TECHNICAL, SYSTEM, QUALITY &HSE AUDIT
FOR CONSTRUCTION SITES
(BY QUALITY AUDIT DEPARTMENT (QAD)
UNDER P&M DIVISION)**

Document No. EPI/P&M/QAD/001
Page 4 of 18
ISSUE NO. 01 DATE:
REV. NO. 00 DATE: 28.10.2024

1.0 PURPOSE

- (a). The purpose of this procedure is to provide guidelines for planning & conducting Contractual, Technical, System, Quality & HSE audits during construction phase of a project undertaken by PMD of the respective ROs / PCO.
- (b). An audit is conducted to verify, on sampling basis, the compliance of works done by various contractors vis-à-vis contracts specifications and approved procedures.
- (c). It also covers the surveillance/ verification of inspection of works of contractors done by EPIL personnel to specified requirements and good engineering practices, by means of verification of documents and records and physical Inspection of site works.
- (d). To detect whether the procedures adopted ensuring the quality of works are at Variance With those required by the contract and/or as set out in the NIT and/or the Quality Assurance Plan (QAP).
- (e). To detect the lapse/deficiency in the implementation of the Quality Assurance Plan.
- (f). To guide the field engineers in quality related aspects of the work.

2.0 SCOPE

This procedure is applicable for all construction sites under P & M Division of respective ROs / PCO.

3.0 REFERENCES

- Contract documents/ specifications/ standard and AFC/ IFC drawings.
- Quality management system documents viz. procedures, guidelines etc. Reports of earlier technical audits, if any.

4.0 DEFINITIONS

4.1 AUDIT BY CORPORATE OFFICE

The Quality Audit Department (QAD) will function under flagship of Project & Monitoring (P&M) Division at CO. When HOD (P&M Division), constitutes an audit team for conducting audit at earmarked site/s, the audit is referred to as Internal Contractual/Technical / System /Quality / HSE Audit by Corporate Office.



**PROCEDURE FOR TECHNICAL, SYSTEM, QUALITY &HSE AUDIT
FOR CONSTRUCTION SITES
(BY QUALITY AUDIT DEPARTMENT (QAD)
UNDER P&M DIVISION)**

Document No. EPI/P&M/QAD/001
Page 5 of 18
ISSUE NO. 01 DATE:
REV. NO. 00 DATE: 28.10.2024

5.0 METHODOLOGY AND CONTROLS

- 5.1 The aforesaid mentioned Audit (including HSE Audit) shall be conducted at various earmarked sites as per approved "Annual Quality Audit Schedule" by the Competent Authority.
- 5.2 Audit may be conducted more than once for the same project as per requirements or as directed by the Competent Authority.
- 5.3 The above audit requirements shall be a minimum and may exceed as per contract agreements between EPI & Owner.

5.4 AUDIT TEAM

An office order shall be issued by the HOD (P&M Division) with approval of competent Authority nominating audit team members, the Audit member and audit dates under intimation to RO In-Charge / Project Head / Site-in-charge and audit team members. The number of personnel comprising the audit team will depend upon the construction progress, volume of work and the duration of audit. The audit team members shall not be nominated from the site to be audited.

5.5 NUMBERING OF AUDIT REPORT

The Divisional Audit Report shall be numbered as follows:

XXX / KK / YYY / LLL / MM-NN / ZZZ

Where:

XXX represents Organization Name, i.e., EPI

KK represents Locations such as CO for Corporate Office

YYY represents Department which conduct Audit such as QAD

LLL represents the project code of the concerned location where Audit has been undertaken

MM-NN represents financial year in which Audit Conducted such as 24-25

ZZZ represents File Number of QAD in ascending order to be assigned by Quality Audit Department (QAD).

For Example:

For File no for QAD will be: **EPI/CO/QAD/ 905 //24-25/001**



PROCEDURE FOR TECHNICAL, SYSTEM, QUALITY &HSE AUDIT
FOR CONSTRUCTION SITES
(BY QUALITY AUDIT DEPARTMENT (QAD)
UNDER P&M DIVISION)

Document No. EPI/P&M/QAD/001
Page 6 of 18
ISSUE NO. 01 DATE:
REV. NO. 00 DATE: 28.10.2024

5.6 ACCEPTED CONDUCT OF AUDITORS

- (a) Auditors shall not discuss or divulge their findings to any-one except the audit team members, Project Heads / Site-in-charge and Head, Quality Audit Division (QAD).
- (b) Auditors shall look only for clarifications/information pertaining to the area(s) allotted to them. Judgmental comments and arguments should be avoided.

5.7 ACCEPTED CONDUCT OF AUDITEE

- 1) Prior to the start of audit, the auditee should check the areas under his control for preparedness for audit purpose, All filing and record keeping should be up to date, Objective evidence should be readily available for compliance with contract requirements.
- 2) Auditee is not authorized to disagree with the Auditor in his interpretation of the standards. However, he may courteously query his decision if he feels that the Auditor does not fully understand the situation.
- 3) Under no circumstances, the auditee should argue with the Auditor. Do not defend the indefensible.

On completion of an area's audit, the audit team leader shall apprise the Project Heads / Site-in-charge of the outcome as soon as possible to enable him to initiate any corrective actions that may be required.

5.8 DOCUMENTS REQUIRED FOR AUDITS

- Tender documents including its amendments, if any.
- Quality System documents like Manuals, Procedures, and Guidelines.
- Approved Job Procedures, Quality Plans and ITPs of contractors.
- Approved Procedures, Guide lines and Project Quality Plan.
- Approved /Issued for Construction drawings.
- Design Mix &approval of sources.
- Circulars/IOMs.
- Test reports/Test certificates.
- Consumption/Reconciliation of materials.
- Processed Concession/Deviation Permits.



**PROCEDURE FOR TECHNICAL, SYSTEM, QUALITY &HSE AUDIT
FOR CONSTRUCTION SITES
(BY QUALITY AUDIT DEPARTMENT (QAD)
UNDER P&M DIVISION)**

Document No. EPI/P&M/QAD/001
Page 7 of 18
ISSUE NO. 01 DATE:
REV. NO. 00 DATE: 28.10.2024

- Correspondence / reports conveying deficiencies of the contractors to them and the compliance reports.
- Correspondences / Reports on Quality Audit at site by Client or its representative/Third Party / TPQA Team and its compliance Report.
- GRIHA / BEE /ECBC NOC & Certifications etc.
- Statutory Clearance/NOCs Certificate (Environment, Fire, Pollution, Forest & other as applicable) from Concerned State & Central government Authorities/Bodies as per contract provision.
- Any other document deemed necessary by the audit team.

5.9 PROCEDURE FOR CARRYING OUT THE AUDIT

- Project Heads / Site-in-charge will nominate himself or a senior person from site as "audit coordinator" for ensuring smooth working of the audit team.
- Audit team shall study relevant drawings, specifications, contract document and other documents before taking up the audit.
- For audit approved procedures, project quality assurance plan and guidelines shall be studied.
- Before reporting any deficiency observed during the course of audit, the observation shall be cross-checked with relevant approved documents. Auditors shall specifically mention all related details viz. affected document, reference document, area, unit etc. General comments are to be avoided.
- On completion of the audit the Audit team leader will appraise Project Heads / Site-in-charge of the audit team's observations.
- If required Project Heads / Site-in-charge may give clarifications on audit observations.

5.10 The audit report consisting of cover sheet and other sheets as per formats given in the annexure along with audit observations shall be submitted by the audit team leader to the Project Head / Site-in-Charge with a copy marked to Head (P&M Division) / D(P) / CMD.

5.11 Corrective Actions on audit observations shall be completed at the earliest but not later than the target compliance dates. In case corrective actions are pending beyond target compliance dates, sufficient reasons shall be given by Project Head / Site-in-charge for the delays.



**PROCEDURE FOR TECHNICAL, SYSTEM, QUALITY &HSE AUDIT
FOR CONSTRUCTION SITES
(BY QUALITY AUDIT DEPARTMENT (QAD)
UNDER P&M DIVISION)**

Document No. EPI/P&M/QAD/001
Page 8 of 18
ISSUE NO. 01 DATE:
REV. NO. 00 DATE: 28.10.2024

- 5.12 Suggestions for improvements, if any, observed during the audit, may also be included in audit report as feedback.
- 5.13 After the completion of the corrective actions, Project Head / Site-in-charge shall send a copy of the compliance reports duly signed by him along with supporting documents to Head (P&M Division).

6.0 DOCUMENTATION AND RECORDS

- 6.1 Audit reports shall be maintained by the respective Audit Team / Quality Audit Department (QAD). These shall be retained till closure of site or Project Code, whichever is earlier.
- 6.2 The copy of the Audit Reports shall be maintained by Audit Team / Quality Audit Department (QAD). The retention period shall be One (01) year after closure of project / Site.



**PROCEDURE FOR TECHNICAL, SYSTEM, QUALITY &HSE AUDIT
FOR CONSTRUCTION SITES
(BY QUALITY AUDIT DEPARTMENT (QAD)
UNDER P&M DIVISION)**

Document No. EPI/P&M/QAD/001
Page 9 of 18
ISSUE NO. 01 DATE:
REV. NO. 00 DATE: 28.10.2024

(A). SAMPLE CHECKLIST FOR CONTRACTUAL AUDIT:

Check the following from Contractual points of view:

- Name of work
- Project Cost
- Brief Scope of Work
- Name of Site In-Charge / Project Head / Zonal Head / RO In-Charge
- Name of Agency / Contractor with Project Code
- LOI / Agreement No. with date
- Stipulated date of start & Completion
- Copy of Agreement
- Approved contract document
- Applicable relevant Specifications along with up-to-date correction slips
- Estimated cost put to tender
- Accepted tendered cost with overall percentage
- Schedule of rates applicable
- % Progress at the time of inspection vis a vis expected as per contract / Milestone
- Reasons for Delay in work, if any
- Status of Extension of Time (EOT) grant
- All contractual obligations being fulfilled by the contractor. In case of non-compliance, suitable action has been taken.
- Status of valid BG's (Mobilization Advance, SDPBG, Retention etc.). Action taken in case of lapsed BG's.
- Status of all applicable permits / Policies / License

(B). SAMPLE CHECKLIST FOR TECHNICAL AUDIT:

Check the following from Technical points of view:

(1). Review of Civil Structural & Finishing items:

- Review of water proofing treatment, anti-termite treatment in buildings. Review whether above mentioned work has been carried out by government registered agency/applicator only.
- Review of structural works, roofing accessories, paint application and Thickness.



**PROCEDURE FOR TECHNICAL, SYSTEM, QUALITY & HSE AUDIT
FOR CONSTRUCTION SITES
(BY QUALITY AUDIT DEPARTMENT (QAD)
UNDER P&M DIVISION)**

Document No. EPI/P&M/QAD/001
Page 10 of 18
ISSUE NO. 01 DATE:
REV. NO. 00 DATE: 28.10.2024

- Review/ examination of finish on floors, wall plaster, painting, hardware & sanitary fixtures/ fittings and other architectural works.
- Observations on floor slopes (especially in Bath, WC, Kitchen, Terrace, Balcony).
- If Cracks, efflorescence observed on plastered surface, then state locations & probable reasons.
- Review of hydro testing of water retaining structures, tests on underground lines including protective coatings.
- Review all the utility/services lines like raceways etc. proposed below floors were laid prior to tiling work.
- Review/ examination of finish on floors, wall plaster, painting, hardware & sanitary fixtures/ fittings and other architectural works.
- Observation on QC for dampness / leakages prevention. If Dampness / leakages noticed, then state locations & probable reasons.
- Check whether chase cutting done prior to plastering or not and all conduits, inserts are placed prior to plastering.
- Groove cutting & chicken mesh provision on junction of masonry & concrete junctions exists as per approved GFC to restrict cracks.

(2). Electrical & Instrumentation Works:

- Check equipment's installation as per approved area classification drawings.
- Check Rating of major electrical equipment's viz. transformers, HT Panels, HT Motors etc.
- Check whether approval of drawings from concerned Statutory Authority (Viz. Electrical Inspector) for HT system is available.
- Check for installation of motors, lighting fixtures, earthing, ELCB, PBS/ welding receptacles etc.
- Permission to energize H.T. System from concerned Statutory Authority.
- Check major electrical equipment's' earthing.
- Aviation lighting etc. fixed on roof shall be checked with proper documentation.
- Check switches yard/ substation/ transformer bays have proper locking arrangements.
- Check safety Boards, fire buckets, rubber mats in substations area.



PROCEDURE FOR TECHNICAL, SYSTEM, QUALITY &HSE AUDIT
FOR CONSTRUCTION SITES
(BY QUALITY AUDIT DEPARTMENT (QAD)
UNDER P&M DIVISION)

Document No. EPI/P&M/QAD/001
Page 11 of 18
ISSUE NO. 01 DATE:
REV. NO. 00 DATE: 28.10.2024

- Energization Report.
- Check for specification for instruments/ Cables/ Control panels/ equipment's etc.
- Check with the checklist for spare philosophy.
- Compliance for applicable standards / from manufacturer / Certifying authority.
- Check Instruments/Control panels installations as per approved area classification drawings/SLD.
- Check instruments calibration report.
- Check installation report/ commissioning reports/ operation & maintenance manuals.
- Check simulation test report of all HT motors & annunciation panel available along with the vibration & temperature monitoring reports.
- Warrantee / Guarantee certificate for respective equipment's.
- Check for complete configuration of Batteries/ UPS charger.
- Installation of panels position as per approved drawings.
- Check for signed protocol available for workstation. LVS and emergency push buttons commissioning.

(3). Mechanical & HVAC Works

- Review welding procedure specification. Procedure qualification records, welder qualification records & NDT procedure qualification records.
- Check whether hydro test was conducted at the prescribed test pressure and for the prescribed duration and is certified by both contractor and EPIL representative.
- Check alignment records of rotating equipment's.
- Check surface preparation and paint application records.
- Check vibration and noise of rotating equipment's.
- Physical checking of safety testing of equipment's.
- Compliance with standard and codes of practice of related equipment's.
- Assembly sequence of equipment's.
- Dimensional Accuracy check.
- Lift and escalator certificate to be checked (Commissioning certificate & displays).



**PROCEDURE FOR TECHNICAL, SYSTEM, QUALITY &HSE AUDIT
FOR CONSTRUCTION SITES
(BY QUALITY AUDIT DEPARTMENT (QAD)
UNDER P&M DIVISION)**

Document No. EPI/P&M/QAD/001
Page 12 of 18
ISSUE NO. 01 DATE:
REV. NO. 00 DATE: 28.10.2024

(4). HVAC Works

- Checking of Chilled water supply and return water supply line.
- Checking of AIR Handling units Fan Coil units etc.
- Checking Alignment of HVAC pumps.
- Checking for Hydro testing Pipe line.
- Checking of Chiller Units.
- Checking HVAC performance Certificates with desire temperature.
- Checking of Air Ducts, Diffuser, Dampers etc.

(5). Fire Protection System

- Check for fire safety layout plan & its conformity.
- Pre & Post approvals from statutory authorities including NOC.
- Check for Hydrant system, Fire Sprinkler system.
- Jockey Pump and Main Hydraulic Pump operation checking.
- Maintenance/ operation manual for installed items for the project including responsible authorities.

(C). SAMPLE CHECKLIST FOR SYSTEM AUDIT:

(1). Check the following from System points of view:

- Is approved DPR / DBR available.
- Is Soil Investigation done & report available.
- Availability of Approved Organization chart.
- Availability of Approved Procurement Quality Plan (PQP).
- Availability of approved Contour Plan / Level Sheet,
- Availability of Grid marking pillars & Permanent/Temporary Bench mark available.
- List of ISI marked / approved materials to be used are as per approved make list as per Contract / Client requirements.



**PROCEDURE FOR TECHNICAL, SYSTEM, QUALITY &HSE AUDIT
FOR CONSTRUCTION SITES
(BY QUALITY AUDIT DEPARTMENT (QAD)
UNDER P&M DIVISION)**

Document No. EPI/P&M/QAD/001
Page 13 of 18
ISSUE NO. 01 DATE:
REV. NO. 00 DATE: 28.10.2024

- Action taken for obtaining clearances for site related hindrances (like encroachment, HT line shifting, Shifting of underground utility lines & others, if any) in coordination with local authorities.
- Approval of material Sources / Vendors.
- Approval of Construction Time Schedule. Action taken for failure of Schedule / milestone achievements.
- Evaluation / approval of outside Lab / TPT laboratories (IIT / NIT / Govt. Labs / NABL). Action taken for testing done from non-approved lab.
- Action taken on failure of material / Structure initiated as per contract provisions.
- Review whether government registered / certified specialized agency / applicator engaged for waterproofing work & Anti-Termite works at site & prior approval has been obtained by contractor from EPI / Client.
- Copy of Inspection reports of CTE / TPQT / Client & EPI Officials.
- Weekly & Monthly Progress report status.
- Progress Review meetings and MOM.
- Response to Client Queries
- Response to contractor's queries.
- Contractual communications.

(D). Check the following from Quality points of view:

(a) QAP, Construction Methodology, ITP & Bio-Data/s:

- Check whether QA Plan (QAP) are submitted by contractors & approved by EPIL.
- Check whether approved construction methodology exist for various activities.
- Check whether approved Inspection & Test Plans (ITP) for various activities are available and checks are performed accordingly.
- Check whether Bio-data of personnel as required by contract are available & personnel are actually deployed at site. Action initiated in case of non-compliance as per terms of contract.



**PROCEDURE FOR TECHNICAL, SYSTEM, QUALITY &HSE AUDIT
FOR CONSTRUCTION SITES
(BY QUALITY AUDIT DEPARTMENT (QAD)
UNDER P&M DIVISION)**

Document No. EPI/P&M/QAD/001
Page 14 of 18
ISSUE NO. 01 DATE:
REV. NO. 00 DATE: 28.10.2024

(b) Site Laboratory establishment, Status of Calibration, Material source approval, Design mix, Testing, RMC Plant / Batching Plant etc:

- Availability of well-equipped site laboratory.
- Availability of list of actual Lab Equipment's w.r.t. Contract agreement / Client MOU.
- Calibration status of Lab Equipment's & its related documents.
- Availability of approved Source of construction water & check whether it has been tested @ every 3 months frequency / or as specified in QAP.
- Concrete procured from outside/locally available RMC plant or production done at Batching Plant established at site.
- Calibration status of RMC Plant / Batching Plant.
- Record of quarry site / Crusher Plant visit by EPI / Client Engineer prior to Source approval.
- Review of approved QAP, concrete design mix & material source approval.
- Testing of materials at field laboratory / outside laboratory are as per required frequency as stipulated in QAP.
- Material Samples collected on regular basis for Site Lab / outside laboratory testing as per QAP.
- Are 10% (25% for Concrete work) of all samples for testing taken in Presence of Site In-Charge / Project Head.
- Records of NDT test conducted, if any and are well documented.
- Reconciliation of tests required as per QAP and actually conducted. Any Action / recovery initiated for shortfall, if any, in testing.
- Whether outside Lab / TPT reports are been reviewed for its correctness & Signed by EPI engineers.

(c) Related to Mandatory Site Register/s:

- Material Consumption Register for Cement, Reinforcement Steel, Coarse Aggregate, Fine Aggregate, Waterproofing material, Anti-Termite Material, Bitumen, Paint & other materials etc. Warranty/Guarantee as per contract term shall be done.
- Visitors Register
- Incoming Material Receipt Register (IMRR)



**PROCEDURE FOR TECHNICAL, SYSTEM, QUALITY &HSE AUDIT
FOR CONSTRUCTION SITES
(BY QUALITY AUDIT DEPARTMENT (QAD)
UNDER P&M DIVISION)**

Document No. EPI/P&M/QAD/001
Page 15 of 18
ISSUE NO. 01 DATE:
REV. NO. 00 DATE: 28.10.2024

- Third Party / Outside Lab Testing Register.
- Drawing register & availability of approved GFC / IFC.
- Hindrance Register with valid supporting documents.
- Are these registers checked by Site In-Charge / Project Head periodically with their counter signature & date.

(d) Related to Site Order Book & grant of Extension of Time (EOT) records:

- Available & maintained in standard format as prescribed by CPWD.
- Reviewed by Project Head with their comments
- Notices issued to the contractor with the schedule of defects / damages and its compliance status with date.
- Status of EOT approval as on date of inspection (of EPI / Contractor both).

(e). TEST AUDIT OF RA BILL/S:

- Format of RA Bills in standard format & test checks on measurement.
- List of Deviation / Extra / Substituted items observed.
- Reason for deviation & prior approval of competent authority as well as Client obtained. Technical sanction required for this deviation & if yes, Action taken.
- Comments on secured advance paid with reference to materials lying at site. Indemnity Bond applicability & recovery statement.
- Part Rates-Whether rates held back are adequate. Reason & payable, if any identification.
- Financial documents like payments / Deduction / Withheld / Royalty / SA recovery records as per Contract agreement.

(f). General:

- Carryout any other checks in the QA System that the Audit Team considers important for integrity of the construction.
- Check for Deviations /Waivers observed but not recorded.
- Check whether records of Compliance for instructions given to contractors vide field memos, letters, reports etc. are available.



**PROCEDURE FOR TECHNICAL, SYSTEM, QUALITY &HSE AUDIT
FOR CONSTRUCTION SITES
(BY QUALITY AUDIT DEPARTMENT (QAD)
UNDER P&M DIVISION)**

Document No. EPI/P&M/QAD/001
Page 16 of 18
ISSUE NO. 01 DATE:
REV. NO. 00 DATE: 28.10.2024

- Check whether actual site condition, as certified by EPIL Engineers, matches with recorded data. If not, an explanation for non- matching must be recorded. This must be specifically brought out in the Audit Report.
- Check whether verifiable records are available for periodic checks.
- Check for adherence to statutory requirements.
- Check the calibration status of Instruments / Lab Equipment's / Batching Plant.



PROCEDURE FOR TECHNICAL, SYSTEM, QUALITY &HSE AUDIT
FOR CONSTRUCTION SITES
(BY QUALITY AUDIT DEPARTMENT (QAD)
UNDER P&M DIVISION)

Document No. EPI/P&M/QAD/001
Page 17 of 18
ISSUE NO. 01 DATE:
REV. NO. 00 DATE: 28.10.2024

(E). CHECKLIST FOR HSE AUDIT:

Check the status of following from Safety Points of View:

- Approval of HSE Plan & Implementation of Approved HSE plan
- Organization Chart and deployment of Safety Engineer.
- Induction of workers with Safety Training
- Induction of workers for training related to awareness on health & Environmental hazard & its preventive measures
- Records of issuance of PPEs.
- Violation Records for non-usage of PPEs, if any.
- Safety measures adopted / facilities available for:
 - ❖ Electrical Safety like Proper earthing of electrical appliances, Installation of ELCB of 30 m A in Electrical connections etc.
 - ❖ Fire Safety like Fire extinguishers are placed at appropriate locations & are within Easy reach during emergency.
 - ❖ Working at height above 6 feet / Use of Fall protection such as safety harnesses, self-retracting lifelines (SRLs) and shock-absorbing lanyards.
 - ❖ Confirm the availability and use of respiratory protection, such as dust masks and respirators in dusty or fume-filled environments.
 - ❖ Proper usage of Danger Warning sign at Electrical Installation.
 - ❖ Installation of CCTV at site from safety point of view
 - ❖ Labour laws compliance & its related amenities
 - ❖ Material Storage Facilities
- Presence of safety signs, labels and warnings, including hazard warnings, Emergency evacuation routes and site-specific instructions.
- Pre-Testing provisions of lifting appliances.
- First Aid box & its contents inspected frequently
- General Housekeeping & Hygiene maintenance within construction premises.



PROCEDURE FOR TECHNICAL, SYSTEM, QUALITY &HSE AUDIT
FOR CONSTRUCTION SITES
(BY QUALITY AUDIT DEPARTMENT (QAD)
UNDER P&M DIVISION)

Document No. EPI/P&M/QAD/001
Page 18 of 18
ISSUE NO. 01 DATE:
REV. NO. 00 DATE: 28.10.2024

- Schedule of safety audits and implementation.
- Compliance of the of Previous Safety Audits.
- Investigation of all accidents and the measures taken to prevent their recurrence.
- Imposition of penalties for non-compliance to HSE requirements, if any and steps taken to rectify them.
- Any other observation conforming to contractual HSE requirements.

* * *