



**इंजीनियरिंग प्रोजेक्ट्स (इंडिया) लिमिटेड**  
(भारत सरकार का उद्यम)

**Engineering Projects (India) Limited**  
(A Government of India Enterprise)

**GENERAL CONDITIONS  
OF CONTRACT FOR EPC WORKS**  
(GCC for EPC Works - 2025)



**ENGINEERING PROJECTS (INDIA) LIMITED**  
**(A Government of India Enterprise)**  
(REV-1, ISSUED ON : 28.07.2025)

**GENERAL CONDITIONS OF CONTRACT**  
**FOR EPC WORKS - 2025**



## GENERAL CONDITIONS OF CONTRACT FOR EPC WORKS

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**ENGINEERING PROJECTS (INDIA) LTD.**  
(A Govt. of India Enterprise)

NIT No: EPI / CO / CON / XXX / XXX

Date: XX.XX.20XX

**NOTICE INVITING e-TENDER**

Tender for .....

**1. Introduction**

Engineering Projects (India) Ltd. invites online e-Tender on behalf of (Client name) for (Name of Work) on EPC mode basis under single stage two bid system from competent bidders who fulfil the eligibility criteria.

Name of Work	Estimated Cost (₹) (Inclusive of GST)	Completion Period	EMD (₹)	Tender Fees (₹)
	in figure (in words)		in figure (in words)	in figure (in words) including GST @ 18 % or as per the prevailing rate on the date of submitting Price Bid.

**2. Brief Scope**

The scope of work under this contract shall in general include (but not limited to) .....included in the Bid Document and as per construction drawings and directions of Engineer-In-Charge for the [Name of Project].

For detailed scope of work, refer to the tender document.

**3. Tender Schedule:**

i	Start Date & Time for Downloading of tender documents	[XX.XX.20... .. HRS]
ii	Last Date of Submission of Pre-bid Queries	[XX.XX.20... .. HRS]
iii	Date of Pre-bid-meeting	[XX.XX.20... .. HRS]
iv	Last Date & Time of Submission of online Tender	[XX.XX.20... .. HRS]
v	Date & Time of online opening of tender (Technical Bid)	[XX.XX.20... .. HRS]
vi	Last Date & Time of Submission of offline EMD	[XX.XX.20... .. HRS]

**All pre-bid queries must be sent to the Tender Inviting Authority as given in Clause No.13**

**4. Tender Fee:**

Bidders can download the bid documents from the portal. However, interested bidders must pay tender fees to participate in the tender. The tender fee is non refundable. Bidders must submit a scanned copy of proof of tender fee paid online. EPI bank account details for RTGS / NEFT as mentioned below;

1) Name of Beneficiary : Engineering Projects (India) Ltd.

- 2) Account No. : .....
- 3) Name of Bank : .....
- 4) IFSC Code : .....
- 5) GST No. of EPI : .....

**Bid submitted without or prescribed Tender Fees shall be summarily rejected.**

**5. EMD:**

The bid must be accompanied by scanned copy of Earnest Money Deposit (EMD) of [value of EMD in figures and in words].

Earnest Money Deposit (EMD) in the form of online payment or Demand Draft / Bankers Cheque in favour of 'Engineering Projects (India) Limited' or Bank Guarantee as per the enclosed format issued from any Nationalized bank / Scheduled bank or Insurance Surety Bond.

The EMD shall be valid for minimum period of 180 days (one hundred eighty days) from the last date of submission of tender.

The scanned copy of EMD shall be submitted by the bidders with their online bid. **The physical form of EMD, in case of DD, BG, Insurance surety bond, shall be submitted on or before due date for submission or within extended time by EPI.** In case the EMD / Bid security in original physical form does not reach to EPIL Inviting authority within the above cut-off date bid shall be rejected and not considered.

In case EMD / Bid security is submitted through net banking or any other mode of online transfer, transaction details / proof of submission through net banking shall have to be uploaded along with technical Bid

**Note:**

- i) Proforma for Bank Guarantee and Insurance Surety Bond in lieu of Earnest Money Deposit is enclosed with the NIT. The EMD BG should be submitted with Structured Finance Managing System (SFMS) issued by beneficiary bank. EPI's bank detail is mentioned above.
- ii) For Works Contract, MSME benefits i.e. Exemption of Tender Fee & EMD is not applicable

**EMD may be forfeited:**

- a) If the bidder withdraws the bid after bid opening during the period of validity.
- b) Any revision in the offer made by the Bidder during the validity of the offer.
- c) If any bidder furnishes any incorrect or false statement / information / document.

**Return of EMD:** The EMD of all unsuccessful Bidders shall be returned within 30 (Thirty) days of the opening of price bid. EMD of the successful bidder shall be returned after receipt of Performance Guarantee.

**Note: For works contract, MSME benefits i.e. Exemption of Tender Fee & EMD is not applicable**

**6. Qualification Criteria (QC)**

Bidders fulfilling the following requirements are eligible to participate in this tender.

**6.1 Technical Criteria**

**a) Experience Requirement**

Experience of having **successfully completed similar works** during the last 7 (Seven) years

ending last day of the month previous to the one in which Tender is invited:

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

OR

Two similar works, each costing not less than the amount equal to 50% of estimated cost put to tender.

OR

One similar work of aggregate cost not less than the amount equal to 80% of estimated cost put to tender.

**The ‘Similar Works’ shall mean, “.....”**

In case the Bidder has executed Composite Works which includes the qualifying work(s) as per the definition of “Similar Work”, then the value of such qualifying work(s) out of the total value of Composite Works shall be considered for the purpose of qualification.

For arriving at the cost of similar work, the value of work executed shall be brought to current costing level by enhancing the actual value of work at a simple rate of 7% (seven) percent per annum, calculated from the date of completion to the date of Bid opening. Value of work shall be excluding GST.

The completion certificates issued by

- a) Government / Semi-Government Organizations, State / Central Government, Public Works Departments, Public Sector Undertakings / Autonomous Govt. Bodies / Municipal Bodies along with copy of Work Order / Agreement.
- b) In case the work experience is of private sector the completion certificate shall be supported with work order and copies of corresponding TDS certificates. The value of work will be considered equivalent to the amount received as per the TDS certificates. FORM 26AS (TDS) and work order must be duly certified by Chartered Accountant with valid UDIN issued by ICAI.

Note :a) and b) are applicable for EPC work. a) is applicable for PMC works.

- Completion certificate must clearly mention tax component.
- The cost of free issue materials shall not be included in the completed value of works.

## **6.2 Joint-Venture / Consortium is not eligible to bid.**

## **6.3 Financial Criteria**

### **a) Turn over:**

Should have Average Annual Financial Turnover (Audited) on works amounting at least 40% of the estimated cost put to tender during the last three consecutive financial years ending on 31<sup>st</sup> March 20XX with duly Certified from Chartered Accountant with UDIN issued by ICAI is also to be submitted.

In case of Companies / Firms less than 3 years old, the Average Annual Financial Turnover shall be worked out for the available period only.

### **b) Profit & Loss:**

Should not have incurred losses in more than two consecutive years during the immediate last

five financial years, ending ....., Copies of Annual report including balance sheet, statement of profit & loss for last 5 years along with schedules duly Certified from Chartered Accountant with UDIN issued by ICAI is also to be submitted.

In case of Companies / Firms less than 3 years old, the bidder should not have incurred any losses since its formation.

**c) Banker's Certificate / Net Worth:**

Should have a Banker's Certificate from a National / Schedule Bank of the amount equal to 40% of the Estimated Cost put to tender (ECPT). The Banker's Certificate should not have been issued earlier than Three (03) Months of last date of submission of tender

OR

Net Worth Certificate of minimum 10% of the estimated cost put to tender issued by certified Chartered Accountant with Unique Document Identification Number (UDIN). The Net Worth certificate shall be of the last financial year ending on 31<sup>st</sup> March 20XX with schedules duly Certified from Chartered Accountant with UDIN issued by ICAI is also to be submitted.

The Banker's Certificate & Net Worth Certificate shall be in the format prescribed given in **Annexure - VII.**

**NOTE: The Chartered Accountant who certifies any document (technical or financial) for the bidder shall not be an Employee / Director and not having any interest in the Bidder's company / firm.**

**7. Documents required for meeting Qualification Criteria**

**a) Bidder's past experience as Consortium / Unincorporated Joint Venture (JV):**

While evaluating the Bids, Bidder's past experience as a leader or member of a Consortium / Unincorporated Joint Venture (JV) shall be considered acceptable, provided his scope in that Consortium / JV meets the requirement stipulated in the Experience Requirement.

In the event that the experience of the Consortium / Unincorporated Joint Venture (JV) submitted by the Bidder is deemed to meet the 'similar work' criteria, it is necessary to indicate the division of the scope of work in terms of specific activities and the associated value of work between the Consortium / Unincorporated Joint Venture (JV) members. In the event that the members of the Incorporated Joint Venture (IJV) are indicated, but the division of scope in terms of percentage share is not specified in the documents submitted by the bidder, the completed value shall be arrived at after considering the percentage share of each member as per the shareholding pattern of IJV available in the Ministry of Corporate Affairs, Government of India database for the purpose of techno-commercial evaluation.

**b) Certificates of Subsidiary / Parent / Group Company / Own works:**

Any company / firm while submitting a tender can use the work experience of its subsidiary company to the extent of its ownership in the subsidiary company.

In case of a company / firm, formed after merger and / or acquisition of other companies / firms, past work experience and financial parameters like Turnover, Profitability, Networth etc. of the merged / acquired companies / firms will be considered for qualification of such Company / firm provided such Company / firm continues to own the requisite assets and resources of the merged / acquired companies / firms.

**c) Foreign Certificate**

In case the work experience is for the work executed outside India, the bidders have to submit

the completion / experience certificate issued by the owner duly signed & stamped and affidavit to the correctness of the completion / experience certificates. The contractor shall also get the completion / experience certificates attested by the Indian Embassy / Consulate / High Commission in the respective country.

In the event of submission of completion / experience certificate / other documents by the Bidder in a language other than English, the English translation of the same shall be duly authenticated by the Chamber of Commerce of the respective country and attested by the Indian Embassy / Consulate / High Commission in the respective country.

**Note:** Provided further that bidder from member countries to the HAGUE convention, 1961 are permitted to submit requisite documents with “Apostille stamp” affixed by Competent Authorities designated by the government of respective country which would be acceptable in lieu of attestation from the Indian Embassy / Consulate / High Commission in their respective countries.

For the purpose of evaluation of Bid, the Exchange rate of currency into INR shall be exchange rate published by the IMF or RBI as on the Date of opening of tender.

## **8. General**

### **8.1 Constitution of Firm:**

Bidders have to submit an affidavit as per prescribed format in **Annexure - IV** along with the supporting documents viz. Partnership Deed (Notarized), Registration Certificates in Ministry of Corporate Affairs, Memorandum and Articles of Association of the Firm and Board Resolutions to prove the authorization for submitting the bid.

- a. In case of Sole Proprietorship, an Affidavit of Sole Proprietorship and if the tender is signed by any other person, Power of Attorney by the Sole Proprietor in favour of signatory.
- b. In case of Partnership, if document is not signed by all the partners, Power of Attorney in favour of the partner / person signing the documents authorizing him to sign the documents. The person signing the documents should also have a specific authority to refer disputes with the partnership firm to arbitration.
- c. In case of Company, copy of the Board Resolution authorizing the signatory to sign on behalf of the Company.

Bidders have to submit undertakings regarding details of the Constitution of the firm / Company along with the details of its directors as per enclosed **Annexure - V**. In case the bidder fails to submit Constitution of firms with the bid along with the details of its firm Directors as per Annexure their bid will be rejected.

### **8.2 Conditions for the Bidder belongs to the countries sharing borders with India:**

Bidder should follow the circular for Restrictions on Public Procurement from certain countries by Ministry of Finance vide press note posted on: 12 / 04 / 2023 by PIB Delhi. The Bidder should provide the undertaking in the format as given in **Annexure - VIII**.

### **8.3 Site Visit Declaration:**

Tenderers must review all conditions and visit the site to understand sub-soil water conditions, topography, drainage, and accessibility before quoting rates. EPI will not entertain any claims against these conditions. Bidders are encouraged to visit the site to assess ground and working conditions. If they choose not to, they bear all consequences. A self-declaration must be submitted with the bid as per **Annexure - IX**.

**8.4 Verification of Credentials:**

Submission of authentic documents is the prime responsibility of the Bidder. EPI shall carry-out verification of the documents submitted towards meeting the Qualification Criteria. Wherever EPI has concern or apprehension regarding the authenticity / correctness of any document, EPI reserves the rights of getting the document cross verified from the document issuing authority.

**8.5 Tender Documents constituents and its publishing**

Complete bidding documents consisting of the following can be viewed / downloaded from the website of CPP Portal: <https://etenders.gov.in/e procure/app> till the bid due date & time. However, information about the location of the Bidding Document shall also be available on the websites of EPI: [www.engineeringprojects.com](http://www.engineeringprojects.com).

- a) Notice Inviting e-Tender
- b) Quoting Sheet for Tenderer
- c) Instructions to Tenderers & General Conditions of Contract
- d) Technical Specifications
- e) Scope of Works
- f) Design Basis Report
- g) List of approved makes of materials
- h) Drawings
- i) Memorandum to NIT (Annexure-III)
- j) Acceptance of Tender Conditions (Annexure-I)
- k) Integrity Pact\* (Annexure-XVI) :  
*\*To be signed and stamped by the contractors and scanned copy to be uploaded with the bid*
- l) Addendum / Corrigendum, if any, - Duly signed by authorized person
- m) Special Conditions of Contract,
- n) Stage Payment schedule
- o) Pre-bid clarifications, if any
- p) Any other documents provided

**9. Bid Participation Procedure:****9.1 General**

Interested bidders have to enroll themselves in CPP Portal: <https://etenders.gov.in/e procure/app> (hereinafter referred to as the 'portal') to participate in the bidding under this invitation for bids. Also, Tender documents consisting of the following are available on the website of EPI: [www.epi.gov.in](http://www.epi.gov.in).

They may obtain further information regarding this tender from the Inviting Authority at the address given in NIT from 9:00 hours to 17:00 hours on all working days till the last date of online submission of Bidding Documents.

The intending bidders not registered on the portal mentioned above with CPP / Govt. of India are required to get registered beforehand. If needed they can be imparted training on online tendering process as per details available on the portal. The intending tenderer must have class-III digital signature to submit the tender.

For proper uploading of the bids on the portal, it shall be the sole responsibility of the bidders to apprise themselves adequately regarding all the relevant procedures and provisions as detailed at the portal as well as by contacting the Portal, as and when required, for which contact details are mentioned above. The EPI in no case shall be responsible for any issues related to timely or properly uploading / submission of the bid in accordance with the relevant provisions of Section Instruction to Bidders of the Bidding Documents.

## **9.2 Validity of Tender**

The Tender for the works shall remain open for acceptance for a period of **One Hundred Fifty (150) 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 bidder withdraws his Tender 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.

## **9.3 Disputes in submission:**

Bidders in their own interest are requested to upload / submit their bid well in time. In the event of failure in the bidder's connectivity with the above-mentioned CPP Portal during the last few hours, the bidder is likely to miss the deadline for bid submission. Due date extension request due to above reason may not be entertained.

No Manual Bids / Offers shall be permitted. The offers submitted through the designated e-tendering system shall only be considered for evaluation & ordering. Bids submitted in physical form or sent in any other form such as through Fax / E-Mail / CD / DVD / Pen Drive etc. shall not be accepted.

## **9.4 Corrigendum / Addendum:**

Bidding Document along with NIT, all corrigendum, addendum, time extension, clarifications, pre-bid queries, etc. to the NIT / bid documents shall be uploaded in the website <https://etenders.gov.in/eprocure/app> only. Bidders should regularly visit the above website to keep themselves updated and submit their Bids based on latest information. All Corrigendum and Addendum are to be uploaded duly signed & stamped with tender documents as bid Annexure. No extension in the bid due date / time shall be considered on account of delay in receipt of any document by mail / post.

## **9.5 Extension of Tender:**

EPI reserves the right to extend the date of submission of the tender or cancel the tender or accept any tender or reject any or all tenders or annul this tendering process without assigning any reason and liability whatsoever and to re-invite tender at its sole discretion.

## **9.6 Date of Opening if on holiday:**

In case of any unscheduled holiday taking place on the last day of submission of tender, the next working day will be treated as scheduled day and time for submission of Tender.

## **9.7 Post-Opening Procedure:**

E-Bids must be submitted / uploaded along with scanned copies of relevant documents pertaining to Clause no. .... & Clause no. .... under Single Stage Two Envelope Bidding Procedure on the CPPP Portal on or before the last date and time of online bid submission. Late bids will not be accepted. Under the above procedure, only the first envelope (Technical Part) shall be opened in the presence of the bidders' representatives who choose to attend in person at the address given below on schedule date and time of bid opening or may be viewed by the bidders by logging in to the portal as per features available to them. Second envelope i.e. Price part shall be opened of technically qualified bidders.

**9.8 Rates to be firm:**

The rates quoted by the bidder 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 during the entire contract period or extended contract period.

**9.9 Tie Tender:**

In case of tie-tender, where two firms are bidding lowest, EPI reserves the right to split the work among these bidders and / or EPI will reserve the right to award the tender to any one of such bidders.

**9.10 Authentication:**

Bidder shall furnish an affidavit in the prescribed format of **Annexure - IV** towards the authenticity of submitted documents. The affidavit should be duly signed by the authorized signatory of Bidder holding Power of Attorney for signing of Bid.

Proprietorship / Partnership firms shall submit the undertaking, duly signed by Proprietor or any two Partners.

**9.11 Rejection of Bid:**

- a) Notwithstanding anything stated in the tender, EPI reserves the right to assess the capabilities and capacity of the Bidder to perform the contract using in-house information and past performance, in the overall interest of EPI. In case, Bidder capabilities and capacities are not found satisfactory, EPI reserves the right to reject the tender.
- b) The Tenders shall be strictly as per the conditions of contract. Tenders with any additional condition(s) / modification(s) shall be rejected.
- c) The acceptance of Tender will rest with EPI. Tenders in which any of the prescribed conditions are not fulfilled or found incomplete in any respect are liable to be rejected.

**9.12 Disqualification:**

The Bidders may note that they are liable to be disqualified and not considered for the opening of Price Bid if;

- a) Representation in the forms, statements and attachments submitted in the pre-qualification document are proved to be incorrect, false and misleading.
- b) They have submitted incompletely filled in formats without attaching certified supporting documents and credentials to establish their eligibility to participate in the Tender.
- c) If the Bidder attempts to influence any member of the committee. EPI reserves its right to take appropriate action including disqualification of Bidder(s) as may be deemed fit and proper by EPI at any time without giving any notice to the contractor in this regard. The decision of EPI in the matter of disqualification shall be final and binding on the Bidder.
- d) In case, any document, information and / or certificate submitted by Bidder is found to be incorrect / false / fabricated or the Bidder has breached the terms and conditions of Integrity Pact, EPI at its discretion may disqualify / reject / terminate the Bidder, forfeit the EMD and the Bidder shall also be liable to be suspended / debarred for a period which shall be not less than one year extending till maximum for a period of three years.

- e) In case any bidder is found to be involved in cartel formation, his bid will not be considered for evaluation / placement of order. Such a bidder will be debarred from bidding in future.
- f) Canvassing in any form by the Bidder or by any other Bidder on their behalf may lead to disqualification of their Bid.
- g) In case of existing contractors of EPI, if progress is not satisfactory in any of the project their bid will be rejected.
- h) For any addition, deletion or alteration to the content of the tender document downloaded from the portal / website. bid will be rejected.

**9.13 Declaration on Blacklisting status:**

The Bidder should not be currently declared ineligible / suspended / blacklisted / banned debarred by EPIL or by any Central / State Government Department / public undertaking or Enterprise of Central / State Government and such ban should not be in force at the time of submission of the Bid or extended deadline for submission of bid.

**9.14 Suspension of Business Dealings:**

EPI shall be bound to suspend / ban any business dealing with any such bidder who defaults / deviates from the terms of tender / contract without any reasonable cause, is responsible for loss of business / money / reputation to EPI, indulges in malpractices, cheating, bribery, fraud or any other misconduct or formation of cartels so as to influence the tendering process or influence the price. Suspension of business dealing involves putting a bidder on bench or banning a bidder for business with EPI for particular periods not less than one (1) year extending utmost till (3) years.

**9.15 Hiring of Skilled Workforce under Skill India Campaign.**

Bidders must submit documentary evidences of having formally certified skilled workforce or commitment by the bidders / service providers to the effect that they would ensure that all their workers would be skilled through Recognition of Prior Learning (RPL) within two months from the date of commencement of work under the project, at the cost of the service provider / vendor.

**9.16 The benefits under the Govt. policies as under shall be available to the eligible bidders on submitting relevant supporting documents.**

- a. Public Purchase (Preference to make in India) Order 2017 or any further revision at any later date
- b. MSMED Act, 2006 and Public Procurement Policy for MSEs, Order- 2012 or any further revision at any later date - The policy shall be applicable to Exclusive Service and Supply Contract wherein Supplier provides goods or services at his own without being procured full or part of it from the market.

Therefore, the policy shall not be applicable to the following:

- a. Service Contracts in the nature of Works Contracts;
- b. Service contracts which are in the nature of Composite Supply (wherein services provided by the bidder is limited and some of the services / goods are procured by them from some other party or wherein they need to associate with other consultants to complete the work);
- c. Traders.

**10. Tendering Restrictions Due to Relatives in EPI Positions**

The tenderer shall not be permitted to Tender for works if his near relative is posted as an Assistant Manager or any higher ranks in the concerned Regional Office of EPI. The bidder shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any of the officers in EPI. Any breach of this condition by the tenderer would render him liable to the withdrawal of the work awarded to him and forfeiture of Earnest Money and Security Deposit. This may also debar the bidder from tendering for future works under EPI.

No employee of EPI of the rank of Assistant Manager and above is allowed to work as a Contractor or as an employee of a Contractor having interest in EPI for a period of two years after his retirement / relief from the service of EPI, without the prior permission of EPI in writing. In such cases contract is liable to be cancelled if either the Contractor or any of his employee is found at any time to be such a person who had not obtained the permission of EPI as aforesaid before submission of the Tender or engagement in the Contractor's service.

**11. Integrity Pact: (Applicable For Tender Value 10 Crore and above)**

This tender is covered under Integrity Pact. Bidder shall comply with the provisions of the Integrity Pact (IP). The Integrity Pact (IP) duly signed by authorized signatory shall be submitted by the Bidder with their bid & shall be part of the Contract Agreement.

The Integrity Pact (IP) as per given format is to be submitted in Rs. 100 / - stamp paper (duly signed and stamped by the authorized signatory who signs in the offer) along with Techno Commercial Bid. Only those bidders who have entered such an IP with EPIL would be competent to participate in the bidding. Integrity Pact duly signed by the Bidder shall be submitted. Any tender without signed integrity Pact shall be liable for rejection.

In respect of this project, the Independent External Monitors (IEMs) would be monitoring the bidding process and execution of contract to oversee implementation and effectiveness of the Integrity Pact Program.

The particulars of Independent External Monitor (IEM) for this tender are as below.

- Shri ..... - email .....@.....
- Shri ..... - email .....@.....

The contact details of the Independent External Monitor (s) are also posted on the EPI's website i.e. [www.engineeringprojects.com](http://www.engineeringprojects.com). This panel is authorized to examine / consider all references made to it under this tender in terms of Integrity Pact. The Independent External Monitors (IEMs) shall review independently the cases referred to them to assess whether and to what extent the parties concerned comply with the obligations under the Integrity Pact entered into between EPI and Contractor.

**12. List of Documents to be submitted:**

Bidders shall submit the following documents duly signed and stamped with proper indexing and pagination as the technical bid. Only online mode will be accepted for tender submission. Requisite original documents may be asked from bidders as and when required by EPI i.e. power of attorney (if required), affidavit, undertaking etc.

**MANDATORY DOCUMENTS**

Sl. No.	Document Details	Proforma No.	NIT Clause No.	To be given in
1	Documentary evidence with regards to deposition of Tender Fees.		4	
2	Documentary evidence with regards to deposition of Earnest Money Deposit (EMD) as per NIT. In case, the bidder submits EMD in form of Bank Guarantee, DD, Bankers Cheque, etc. then physical submission of Original EMD is to be ensured within the last date of submission of bid or extended time by EPI.	Annexure - XIV/ Annexure - XV	5	
3	Letter of Undertaking.	Annexure - I		Company Letterhead
4	Form of Tender.	Annexure - II		Company Letterhead
5	Memorandum.	Annexure - III		As mentioned in the Clause
6	Affidavit along with supporting Power of Attorney / Board Resolution / Company Registration Certificate / Memorandum and Articles of Association / Partnership Deed.	Annexure -IV	8.1	Rs.100 / - Stamp paper
7	Experience / Completion / Performance Certificates of completed similar works with work order / Letter of Award / Letter of Intent, Certified Final Bill / Proof of payment as per clause(s) of Technical Criteria.		6.1	Self-attested
8	Financial Details with documents as per clause(s) of Financial Criteria.	Annexure - VI	6.3	As mentioned in the Clause
9	Self-certified Copy of Bankers certificate OR Net Worth Certificate.	Annexure - VII	6.3 (c)	As mentioned in the Clause

**OTHER DOCUMENTS REQUIRED WITH BID FOR QUALIFICATION**

Sl. No.	Document Details	Proforma No.	NIT Clause No.	To be given in
10	Director's details.	Annexure - V	8.1	Company Letterhead
11	Undertaking for Procurement from Border Sharing Countries.	Annexure - VIII	8.2	Company Letterhead
12	Site Visit Declaration.	Annexure - IX	8.3	Company Letterhead

Sl. No.	Document Details	Proforma No.	NIT Clause No.	To be given in
13	Declaration in respect of local content for Public Procurement (Preference to Make in India) order 2017 (Revised Order dated 16.09.2020) GOI Guideline.	Annexure - X	9.16	As mentioned in the Clause
14	Valid PF and ESI Registration.			Self-attested
15	Copy of Permanent Account Number (PAN) and GST Registration Certificate.			Self-attested
16	All pages of the Tender document along with Addendum / Corrigendum (if any) duly signed by the authorized signatory.			Self-attested
17	General Information.	Annexure - XI		Company Letterhead
18	Declaration of Blacklisting Status	Annexure - XII	9.13	Company Letterhead
19	Documentary evidences of having formally certified skilled workforce or commitment by the bidders / service providers to the effect that they would ensure that all their workers would be skilled through Recognition of Prior Learning (RPL) within two months from the date of commencement of work under the project.	Annexure - XIII	9.15	Company Letterhead
20	The Integrity Pact (IP) duly signed by authorized signatory.	Annexure - XVI	11	Stamp paper of required denomination

**13. Contact for tender related queries:**

All correspondence with regard to the above shall be to the following address (by post / in person).

**HOD (Contracts) / Tender Inviting Authority (Designation)**

Address .....

E-mail - .....

**14. Contact for site related queries:**

For site related Queries / Visit, please contact on the following address.

**[Name and Designation]**

Engineering Projects (India) Ltd.

[Address]

E-mail – [xxxxxxx@epi.gov.in]

Tel. / Mob. No.: [Mobile Number]

**Date:** XX. XX. 20XX

**HOD (Contracts) / Tender Inviting Authority (Designation)**

**LETTER OF UNDERTAKING**

**(To be submitted alongwith EMD in Company's Letterhead)**

**Name of work :**

**NIT No.:**

**UNDERTAKING FOR ACCEPTANCE OF TENDER CONDITIONS**

1. The Tender Documents for the work as mentioned in "Memorandum" to "Form of Tender" have been issued to me / us by ENGINEERING PROJECTS (INDIA) LIMITED and I / We hereby unconditionally accept the tender conditions and Tender Documents in its entirety for the above work.
  
2. The contents of clause of the Tender Documents have been noted where in it is clarified that after unconditionally accepting the tender conditions in its entirety, it is not permissible to put any remark(s) / condition(s) (except unconditional rebate on price, if any) in the 'Price-Bid' and the same has been followed in the present case. In case this provision of the Tender is found violated at any time after opening 'Price-Bid', I / We agree that my / our 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.
  
3. The required Earnest Money for this work is enclosed herewith.

Yours faithfully,

Authorized Signatory

Seal of Tenderer

Date

**FORM OF TENDER**  
**(In Company's Letterhead)**

**Name of work:**

**NIT No.:**

1. We hereby tender for execution of work as mentioned in "Memorandum" to this "Form of Tender" as per Tender Documents within the time schedule of completion of work as per separately signed and accepted rates in the Bill of Quantities quoted by us for the whole work in accordance with the Notice Inviting Tender, Conditions of Contract, Specifications of materials and workmanship, Bill of Quantities Drawings, Time Schedule for completion of jobs, and other documents and papers, all as detailed in Tender Documents.
2. It is agreed that the time stipulated for jobs and completion of work in all respects and in different stages mentioned in the "Time Schedule for completion of jobs" and signed and accepted by us is the essence of the contract. We agree that in case of failure on my / our part to strictly observe the time of completion mentioned for jobs and the final completion of work in all respects according to the schedule set out in the said "Time schedule for completion of jobs" and stipulations contained in the contract, the recovery shall be made from us as specified therein. In exceptional circumstances extension of time which shall always be in writing may, however be granted by EPI at its entire discretion for some items, and We agree that such extension of time will not be counted for the final completion of work as stipulated in the said "Time schedule of completion of jobs".
3. We agree to pay the Earnest Money, Performance Guarantee, Retention Money and accept the terms and conditions as laid down in the "Memorandum" to this "Form of Tender".
4. Should this Tender be accepted, we agree to abide by and fulfil all terms and conditions referred to above and as conditioned in Tender Documents else where and in default thereof, allow EPI to forfeit and pay EPI, or its successors or its authorized nominees such sums of money as are stipulated in the Tender Documents.
5. We hereby pay the earnest money amount as mentioned in the "Memorandum" to this "Form of Tender" in favour of Engineering Projects (India) Limited payable at place as mentioned in the "NIT / ITT".
6. If I / We fail to sign the agreement as per Clause 84 of General Conditions of Contract and / or I / We fail to submit Performance Guarantee as per Clause 9.0 & 9.1 of General Conditions of Contract, I / We agree that EPI shall, without prejudice to any other right or remedy, be at liberty to cancel the Letter of Intent / Letter for Acceptance of Work and to forfeit the said earnest money as specified above.
7. We are also enclosing herewith the Letter of Undertaking on the prescribed proforma as referred to in condition of NIT.

Date the .....day of .....

SIGNATURE OF TENDERER .....

NAME (CAPITAL LETTERS) .....

OCCUPATION .....

ADDRESS .....

SEAL OF TENDERER

**MEMORANDUM**

Name of work :

NIT No.:

Sl. No.	Description	Cl. No.	Values / Description to be applicable for Relevant clause(s)
i)	Name of work	NIT	
ii)	Name of Owner / Client	NIT	
iii)	Type of Tender	NIT	
iv)	Estimated Cost	NIT	
v)	Earnest Money Deposit	NIT	
vi)	Time for completion of work	NIT	
vii)	Mobilization Advance	SCC	
viii)	Interest Rate on Mobilization Advance	SCC	
ix)	Number of Instalments for recovery of Mobilization Advance	SCC	
x)	Validity of Tender	NIT	150 (One Hundred) Days
xi)	Performance Guarantee	SCC	
xii)	Retention Money	SCC	
xiii)	Time allowed for starting the work	SCC	
xiv)	Defect Liability Period	SCC	
xv)	Dispute Resolution	SCC	
xvi)	Jurisdiction	SCC	Courts in New Delhi

SIGNATURE OF TENDERER

NAME (CAPITAL LETTERS) \_\_\_\_\_

OCCUPATION \_\_\_\_\_

ADDRESS \_\_\_\_\_

SEAL OF TENDERER \_\_\_\_\_

**Physical Milestones**

<b>S. No.</b>	<b>Name of Activity / Item of Work</b>	<b>Completion Time / Date</b>	<b>Amt. (or %-of contract value) to be withheld in case of non-achievement of milestone within scheduled time</b>
1.			
2.			
3.			

Annexure - IV

(To be submitted by bidder on non-judicial stamp paper of ₹100 / - (Rupees Hundred only) duly attested by Notary Public)

(To be submitted with Technical bid)

**AFFIDAVIT**

Affidavit of Mr ..... S/o ..... R/o .....

I, the deponent above named do hereby solemnly affirm and declare as under :

1. That I am the Proprietor / Authorized signatory of M/s ..... having its Head / Regd. Office at .....
2. That the information / documents / Experience certificates submitted by M/s ..... along with the tender for ..... (Name of work) ..... to EPI are genuine, true and nothing has been concealed.
3. I shall have no objection in case EPI verifies them from issuing Authority (ies). I shall have no objection in providing the original copy of the document (s), in case EPI demand so for verification.
4. I hereby confirm that in case, any document, information & / or certificate submitted by me found to be incorrect / false / fabricated, EPI at its discretion may disqualify / reject / terminate the bid / contract and also forfeit the EMD / All dues.
5. I shall have no objection in case EPI verifies any or all Bank Guarantee (s) under any of the provision of bid / Contract including those issued towards EMD and Performance Guarantee from the Zonal Branch / Office issuing Bank and I / We shall have no right or claim on submitted EMD before EPI receives said verification.
6. That any credentials / documents and the Bank Guarantee (s) submitted against the EMD issued by (name and address of the Bank) are genuine and if found at any stage to be incorrect / false / fabricated; in such case EPI is free to reject our bid / cancel pre-qualification and debar us from participating in any future tender for three years.

I, ....., the Proprietor / Authorized signatory of M/s ..... do hereby confirm that the contents of the above Affidavit are true to my knowledge and nothing has been concealed there from ..... and that no part of it is false.

Verified at ..... this ..... day of .....

DEPONENT

ATTESTED BY (NOTARY PUBLIC)

**UNDERTAKING**

**(To be submitted in Company's Letterhead)**

**Name of work :**

**NIT No.:**

This is to confirm that the following persons are the present Directors of the company / firm:

- 1.
- 2.

It is further confirmed that none of the above Directors is associated with any other company / firm which is quoting for the above referred tender of EPI.

The details of constitution of M/s .....is submitted along with this annexure.

In case, at any later stage the above information is found incorrect, EPI can cancel our BID / LOI / Contract Agreement and may take any suitable action deemed fit against our company.

Authorized Signatory

Date

Name & Seal of the Company

**FINANCIAL DETAILS**

Name of work:

NIT No.:

**MANDATORY INFORMATION DOCUMENTS:**

		1 <sup>st</sup> FY ₹ (In Lakh)	2 <sup>nd</sup> FY ₹ (In Lakh)	3 <sup>rd</sup> (& last) FY ₹ (In Lakh)
		a	b	c
i)	Profit / Loss (AFTER TAX)			
ii)	Gross Annual Turnover of Previous 3 financial years ending as on last day of the preceding Financial Year.			
iii)	Average Annual Turnover for previous 3 financial years (₹ in Lakh) = $(a+b+c) / 3$			
iv)	Net Worth (paid up capital +reserves) as on last day of the preceding Financial Year. <b>or</b> Bank Solvency Certificate amount as mentioned in the Bank Solvency			

1. Summarized page of Audited Profit & Loss Account of previous five Financial Years duly certified by the chartered account, is to be submitted.
2. Summarized page of Audited Balance Sheet of last Financial Year (ending on last day of the preceding Financial Year) duly certified by the chartered is to be submitted.

Signature of Chartered Accountant with Seal

Seal and Signature of Bidder

Unique Document Identification Number (UDIN)

**BANKERS' CERTIFICATE FROM A SCHEDULED BANK**

This is to certify that to the best of our knowledge and information that M/s. / Sh.....  
having marginally noted address,.....as a Customer of our bank are / is respectable and  
can be treated as good for any engagement upto a limit of Rs.....  
(Rupees.....)

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

(Signature) For the Bank

**NOTE**

1. Bankers Certificates should be on Letterhead of the Bank, addressed to tendering authority.
2. In case of Partnership firm, certificate should include names of all partners as recorded with the Bank.

**OR**

**FORM FOR CERTIFICATE OF NET WORTH FROM CHARTERED ACCOUNTANT**

“It is to certify that as per the audited balance sheet and profit & loss account during the financial year  
....., the Net Worth of M/s ..... (Name & Registered Address of  
individual / firm / company), as on ..... (the relevant date) is  
₹ ..... after considering all liabilities. It is further certified that the Net Worth of the  
company has not eroded by more than 30 % in the last three years ending on (the relevant date).”

Unique Document Identification Number (UDIN)

Signature of Chartered Accountant

Name of Chartered Accountant

Membership No. of ICAI

Date and Seal

**Undertaking for Procurement from Border Sharing Countries**

**[In Company's Letterhead]**

**Name of work :**

**NIT No.:**

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries. I certify that this bidder is not from such a country or if from such a country, has been registered with EPI and will not sub-contract any work to a contractor from such countries unless such contractor is registered with EPI.

I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered.

Authorized Signatory

Date

Name & Seal of the Company

**Site Visit Declaration**  
**(In Company's Letterhead)**

**Name of work :**

**NIT No.:**

Dear Sir,

I / We ..... Undersigned visited the project site on ..... and collected all the required information and data regarding availability of material and noted the environmental condition.

Yours faithfully,

(Signature of the Tenderer)

Seal of Tenderer

Date

**Public Procurement (Preference to Make in India)**

[For Contracts with Estimated Cost above ₹ 10.00 Cr., certificate is to be given by Statutory Auditor in his letterhead and for Estimated Cost below ₹ 10.00 Cr. to be self certified in Company's Letterhead]

**UNDERTAKING  
LOCAL CONTENT CERTIFICATE**

**Name of work :**

**NIT No.:**

"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".

Name & Seal of the Statutory Auditor

**UNDERTAKING**

(To be submitted by bidder on its Company's Letterhead for contracts value up to Rs.10 Crores)

**SUB. :**

**NIT No.:**

"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

**GENERAL INFORMATION**  
**(In Company's Letterhead)**

1.	Name of Applicant / Company	
2.	Address for correspondence	
3.	Official e-mail for communication	
4.	Contact Person: Telephone Nos. Fax Nos. Mobile	
5.	Type of Organization: a) An individual b) A proprietary firm c) A firm in partnership (Attach copy of Partnership) d) A Limited Company (Attach copy of Article of Association) e) Any other (mention the type)	
6.	Place and Year of Incorporation	
7.	Name of Directors / Partners in the organization	
8.	Name(s) and Designation of the persons, who is authorized to deal with EPI (Attach copy of power of Attorney)	
9.	Bank Details: Name of Bank, Address of Bank Branch, Account No., RTGS, IFS Code	

Signature of Bidder with Seal

**Declaration for Non - Blacklisting Status**

**(In Company's Letterhead)**

**Name of work :**

**NIT No.:**

I / We ..... hereby certify that we are not declared ineligible / suspended / blacklisted / banned / debarred by EPIL or by any Central / state Government Department / public undertaking or Enterprise of Central / state Government at the date of submission of our bid.

Yours faithfully,  
(Signature of the Tenderer)

Seal of Tenderer

Date

**DECLARATION FOR CERTIFIED SKILLED WORKFORCE**

**(In Company's Letterhead)**

**Name of work :**

**NIT No.:**

We, ..... certify that we shall submit documentary evidence of having formally certified skilled workforce within two months from the date of commencement of work under the project.

OR

We, .....undertake that all our workers would be skilled through Recognition of Prior Learning (RPL) within two months from the date of commencement of work under the project .

(Signature of the Tenderer)

**BANK GURANTEE IN LIEU OF EARNEST MONEY DEPOSIT**

**(The EMD BG should be submitted with Structured Finance Managing System (SFMS) issued by beneficiary bank. EPI's bank detail is mentioned above.)**

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 ₹ ..... 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 ₹ ..... on demand by EPI.

We the above said Bank further agree and undertake to pay the said amount of ₹ ..... 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.

Date.....this day of.....20XX.

For and on behalf of the Bank

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

**INSURANCE SURETY BONDS 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 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 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 Bank, lastly undertake not to revoke this Insurance Surety Bond during its currency except with the prior consent of EPI in writing.

Date.....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)

**INTEGRITY PACT**

(To be submitted by bidder on non-judicial stamp paper of Rs. 100 / - (Rupees Hundred only) duly attested by Notary Public) applicable for Tender value Rs. 10 Crore and above.

Between

**Engineering Projects (India) Ltd. (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, contract/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 an 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 in addition can initiate disciplinary actions.

**Section 2 – Commitments of the Bidder(s) / contractor(s)**

- 1) The Bidder(s) / Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his 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 his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
  - f) The Bidders(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) / Contactor(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 outlined above or be an accessory to such offences.

**Section 3– Disqualification from tender process and execution from further 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 his 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 3 years with any other Company in any country conforming to the anti-corruption approach or with any other 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 / sub-contractors**

- (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 be solely responsible for the adherence to the provisions of Integrity Pact by the sub-contractor(s).
- (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) / Sub-contractor(s)**

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Sub-contractor, or of an employee or a representative or an associate of a Bidder, Contractor or Sub-contractor 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 / Monitors**

- (1) The Principal appoints competent and credible Independent External Monitor for this Pact. 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 functions neutrally and independently. He 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 request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is application to Sub contractors.
- (4) 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 rescues 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 will so inform the Management of the Principal and request 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 confidentiality 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.

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.
- 4) 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.
- 5) Issues like Warranty / Guarantee etc. shall be outside the purview of IEMs.

(For & On behalf of the Principal)

(For & On behalf of Bidder / Contractor)

(Office Seal)

(Office Seal)

Place.....

Date.....

Witness 1:

(Name & Address) .....

Witness 2:

(Name & Address).....

### Instructions to Tenderers (ITT)

1.0	Online open tenders for award of work on Engineering, Procurement and Construction (EPC) basis are invited from experienced and eligible Contractors for ..... (Name of Work)” for ..... (Name of Client / Owner) at ..... (Location)
2.0	The work is estimated to cost Rs. ....Lacs and shall cover all items of supplies & works whether directly stated or implied as per scope, standards & specifications, design basis report, detailed drawings & designs, etc. included in this tender document, including site inspections & carrying out related preparatory works, etc. This estimate, however, is given merely as a rough guide.
3.0	The tender document as uploaded can be seen on <a href="http://www.etenders.gov.in">www.etenders.gov.in</a> or <a href="https://epi.gov.in">https://epi.gov.in</a> and can be downloaded free of cost.
4.0	<p><b>Earnest Money Deposit</b></p> <p>The bid must be accompanied by scanned copy of Earnest Money Deposit (EMD) of [value of EMD in figures and in words].</p> <p>Earnest Money Deposit (EMD) in the form of online payment or Demand Draft / Bankers Cheque in favour of ‘Engineering Projects (India) Limited’ or Bank Guarantee (<b>The EMD BG should be submitted with Structured Finance Managing System (SFMS) issued by beneficiary bank. EPI’s bank detail is mentioned above.</b>) as per the enclosed format issued from any Nationalized bank / Scheduled bank or Insurance Surety Bond.</p> <p>The EMD shall be valid for minimum period of 180 days (one hundred eighty days) from the last date of submission of tender.</p> <p>The scanned copy of EMD shall be submitted by the bidders with their online bid. <b>The physical form of EMD, in case of DD, BG, Insurance surety bond, shall be submitted on or before due date for submission or within extended time.</b> In case the EMD / Bid security in original physical form does not reach to EPIL Inviting authority within the above cut-off date bid shall be rejected and not considered.</p> <p>In case EMD / Bid security is submitted through net banking or any other mode of online transfer, transaction details / proof of submission through net banking shall have to be uploaded along with technical Bid</p> <p><b>Note: Proforma for Bank Guarantee and Insurance Surety Bond in lieu of Earnest Money Deposit is enclosed with the NIT. The EMD BG should be submitted with Structured Finance Managing System (SFMS) issued by beneficiary bank. EPI’s bank detail is mentioned above.</b></p> <p><b>EMD may be forfeited:</b></p> <ol style="list-style-type: none"> <li>a) If the bidder withdraws the bid after bid opening during the period of validity;</li> <li>b) Any revision in the offer made by the Bidder during the validity of the offer.</li> <li>c) If any bidder furnishes any incorrect or false statement / information / document.</li> </ol> <p><b>Return of EMD:</b> The EMD of all unsuccessful Bidders shall be returned within 30 (Thirty) days of the opening of price bid. EMD of the successful bidder shall be returned after receipt of Performance Guarantee.</p> <p><b>Note: For works contract, MSME benefits i.e. Exemption of Tender Fee &amp; EMD is not applicable.</b></p>

5.0	<p><b>Tender Fee:</b></p> <p>Bidders can download the bid documents from the portal. However, interested bidders must pay tender fees to participate in the tender. The tender fee is non refundable. Bidders must submit a scanned copy of proof of tender fee paid online. EPI bank account details for RTGS / NEFT as mentioned below;</p> <p>1) Name of Beneficiary : Engineering Projects (India) Ltd.</p> <p>2) Account No. : .....</p> <p>3) Name of Bank : .....</p> <p>4) IFSC Code : .....</p> <p>5) GST No. of EPI : .....</p> <p><b>Bid submitted without or prescribed Tender Fees shall be summarily rejected.</b></p>
6.0	<p>The bid documents are to be submitted in the office of EPIL before last date &amp; time of submission of tender mentioned in the NIT.</p> <p>The documents submitted shall be opened as per the time / date mentioned in the NIT.</p> <p>Online technical tender documents submitted by intending tenderers shall be opened only of those tenderers, whose Earnest Money Deposit, Cost of Tender Document and other documents placed in the envelope are found in order. The Price bid of those tenderers whose documents found to be in order shall be opened. The date of opening of price Bid shall be informed to the tenderer.</p>
7.0	<p>The tender submitted shall become invalid if:</p> <p>i) The tenderer is found ineligible.</p> <p>ii) The tenderer does not upload all the documents as stipulated in the tender document.</p> <p>iii) If any discrepancy is noticed between the documents as uploaded at the time of submission of tender and hard copies as submitted physically in the office of tender opening authority.</p>
8.0	<p><b>Validity of Tender</b></p> <p>The validity of offer(s) submitted by Tenderer shall be One Hundred Fifty (150) 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. Further the tenderers shall not be allowed to participate in the retendering process of work. The validity period may be extended on mutual consent.</p>
9.0	<p><b>Acceptance of Tender</b></p> <p>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.</p>
10.0	<p>The tenders shall be strictly as per the conditions of contract. Tenders with any additional condition(s) / modifications shall be rejected. Tenders in which, any of the prescribed conditions are not fulfilled or found incomplete in any respect are liable to be rejected.</p>

11.0	The witnesses to the Tender / Contract Agreement shall be other than the tenderer / tenderers competing for this work and must indicate full name, address, and status / occupation with dated signatures.
12.0	On acceptance of tender, the name of the accredited representative(s) of the contractor who would be responsible for taking instructions from Engineer-In-Charge or its authorized representative shall be intimated by the contractor within 07 days of issue date of letter of Awards by EPIL.
13.0	<p>The tenderer shall not be permitted to tender for works if his near relative is posted in the project office or concerned Zonal Office of the EPI. The contractor shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any of the officers in EPI. Any breach of this condition by the tenderer would render him liable to the withdrawal of the work awarded to him and forfeiture of Earnest Money and Security Deposit. This may also debar the contractor from tendering for future works under EPI.</p> <p>For the purpose of operation of this clause a near relative shall mean wife, husband, parents, grandparents, children, grandchildren, brothers, sisters, uncles, aunts, cousins and their corresponding in-laws.</p>
14.0	The time of completion of the entire work, as contained in contract shall be as mentioned in "Memorandum to NIT ", which shall be reckoned from the date of start.
15.0	Canvassing whether directly or indirectly, in connection with tenderers is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable for rejection.
16.0	The tender award, execution and completion of work shall be governed by tender documents consisting of (but not limited to) Letter of Award / , Bill of Quantities / Quoting Sheet, Special Conditions of Contract, General Conditions of Contract, Specifications, Drawings. The tenderers shall be deemed to have gone through the various conditions including sub-soil water conditions, topography of the land, drainage and accessibility etc. or any other condition which in the opinion of contractor will affect his price / rates before quoting their rates. No claim whatsoever against the foregoing shall be entertained.
17.0	The drawings with the tender documents are 'Tender Drawings' and are indicative only. The successful bidder shall be required to carry out detailed site inspections / investigations, etc. to assess any impact on cost / time of execution of this work and to prepare detailed 'Good For Construction' ('GFC') drawings to the satisfaction of Engineer-in-charge of EPI. The structural design / drawings & MEP (load Calculation) should be got vetted / proof checked from the institutions like IIT's / NIT's only, as per the approval of Engineer-in-charge of EPI. The Cost of proof checking shall be borne by the contractor.
18.0	<p><b>Addenda / Corrigenda</b></p> <p>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.</p>

19.0	<p><b>Site Visit and Collecting Local Information</b></p> <p>Before tendering, the tenderer, the interested &amp; eligible bidders are 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 &amp; 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 &amp; 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 &amp; 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.</p>
20.0	<p><b>Access by Road</b></p> <p>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.</p> <p>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.</p>
21.0	<p><b>Handing Over &amp; Clearing of Site</b></p>
21.1	<p>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.</p>
21.2	<p>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.</p>
21.3	<p>The contractor shall be responsible for removal of all over-ground and under-ground 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 / Quoting Sheet 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 &amp; 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.</p>

21.4	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.
21.5	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 / Quoting Sheet items and contractor shall not be entitled for any extra payment whatsoever, in these regards.
21.6	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.
21.7	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.
21.8	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 liaising by the contractor in obtaining the approval from the concerned authorities.
21.9	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.
21.10	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.

22.0	<p><b>Scope of Work</b></p> <p>a) The “Scope of Work” covered in this tender shall be as per the ‘Design Basis Report’, specifications &amp; standards, finishing schedules, drawings, etc. included in the tender document 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 only a general idea about the work to be performed under the scope of this contract.</p> <p>These may not be the final drawings and may not indicate the full range of the work under the scope of this contract.</p> <p>The work will be executed according to the detailed drawings to be prepared by the contractor as “GOOD FOR CONSTRUCTION” drawings after approval from time to time by the Client / 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 directly stated or indirectly implied in this scope of work, Design Basis Report, Standards &amp; Specifications forming part of the tender document and / or what is envisaged at the time of tendering as being actually required to be executed.</p> <p>b) The contractor shall be bound to carry out and complete the stipulated work irrespective of the variation in any items.</p>
23.0	<p><b>Approval of Temporary / Enabling Works</b></p> <p>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.</p> <p>Suitable Design &amp; Approved MS corrugated / Equivalent barricading of minimum Height of 20 feet or as per Environmental / Pollution Control Norms whichever is maximum. The barricading should have marked with the project name owner &amp; PMC agency / Client i.e. EPI at suitable interval along with sufficient illuminations inside &amp; outside all-around at suitable interval to make area fully illuminate widely.</p> <p>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 rates quoted by the contractor in the Bill of Quantities / Quoting Sheet shall be deemed to include the cost of enabling works.</p>
24.0	<p><b>Clarification After Tender Submission</b></p> <p>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</p>
25.0	<p><b>Order of Precedence of Documents</b></p> <p>In case of difference, contradiction, discrepancy, dispute with regard to Conditions of Contract, Specifications, Drawings, Bill of Quantities / Quoting Sheet and Rates quoted by the contractor and other documents forming part of the Contract, the following shall prevail in order of precedence.</p>

	<ol style="list-style-type: none"> <li>i. Letter of Award, Contract Agreement, along with statement of agreed variations and its enclosures, if any</li> <li>ii. Addendum / Corrigendum / Clarifications (if any)</li> <li>iii. Stage Payment Schedule</li> <li>iv. Special Conditions of Contract.</li> <li>v. Technical specifications (General / Special Technical Specification) as given in the Tender Documents. Relevant B.I.S. Codes</li> <li>vi. General Conditions of Contract.</li> <li>vii. Schedule of Finishes included in Tender Document</li> <li>viii. Description of Work in “Scope of Work” and Design Basis Report</li> <li>ix. Drawings included in tender document</li> <li>x. NIT / ITT / General Conditions of Contract.</li> <li>xi. CPWD / MORTH or Local Authorities’ specifications and Analysis of Rates updated with correction slips issued up to last date of receipt of tenders.</li> <li>xii. Relevant Quality Codes including National Building Code 2016, B.I.S. Codes, RDSO Standards, etc.</li> <li>xiii. Between two or more Clauses of this Contract, the provisions of a specific Clause relevant to the issue under consideration shall prevail over those in other clauses;</li> <li>xiv. Between any value written in numerals and that in words, the latter shall prevail.</li> <li>xv. E-Mail, Letter of Acceptance detailed letter of Work Order along with statement of agreed variations and its enclosures.</li> <li>xvi. 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.</li> </ol>
26.0	<p>The benefits under the Govt. policies as under shall be available to the eligible bidders on submitting relevant supporting documents.</p> <ol style="list-style-type: none"> <li>1. Public Purchase (Preference to make in India) Order 2017 or any further revision at any later date</li> <li>2. MSMED Act, 2006 and Public Procurement Policy for MSEs, Order- 2012 or any further revision at any later date - The policy shall be applicable to Exclusive Service and Supply Contract wherein Supplier provides goods or services at his own without being procured full or part of it from the market.</li> </ol> <p>Therefore, the policy shall not be applicable to the following:</p> <ul style="list-style-type: none"> <li>• Service Contracts in the nature of Works Contracts;</li> <li>• Service contracts which are in the nature of Composite Supply (wherein services provided by the bidder is limited and some of the services / goods are procured by them from some other party or wherein they need to associate with other consultants to complete the work);</li> <li>• Traders.</li> </ul>
27.0	<p>Bids from contractor’ against whom action to suspend business dealings has been taken by EPI or any of its subsidiaries, shall not be accepted for any future enquiry / bid / tender till the expiry of period of debarment. Bidders may refer to the ‘Guidelines on Suspension of Business Dealings’ on EPI’s website.</p>

## GENERAL CONDITIONS OF CONTRACT FOR EPC CONTRACT - 2025

<b>1.0</b>	<p><b>General</b></p> <p>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 Client / Engineer-In-Charge and all relevant documents taken together, shall be deemed to form one contract and shall be complementary to one another.</p> <p>1.1 In the contract, the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them.</p> <p>1.2 Engineering Projects (India) Limited, hereinafter called '<b>EPI</b>' proposes to get the works executed as mentioned in the contract on behalf of Owner / Client.</p> <p><b>1.3 OTHER DEFINITIONS</b></p> <p>a) <b>CLIENT / ENGINEER-IN-CHARGE</b> means 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</p> <p>b) <b>WORKS OR WORK</b> 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 to be executed whether temporary or permanent, and whether original, altered, substituted or additional.</p> <p>c) <b>CONTRACTOR</b> shall mean the individual, firm, LLP 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 LLP or company, or the successors of such firm or company and the permitted assignees of such individual, firm or company.</p> <p>d) <b>DRAWINGS</b> mean the Drawings referred to in the Bill of Quantities / Price Quoting Sheet, specifications and any modifications of such Drawings or such other Drawings as may from time to time be approved or furnished by EPI / Owner.</p> <p>e) <b>SITE</b> 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 / Client / Owner or used for the purpose of the agreement.</p> <p>f) <b>APPROVAL</b> means approved in writing including subsequent written confirmation of previous verbal approval.</p> <p>g) <b>WRITING</b> means any manuscript typed, written or printed statement under or over signature and / or seal as the case may be.</p> <p>h) <b>MONTH</b> means English Calendar Month. 'Day' means a Calendar Day of 24 Hrs each.</p> <p>i) <b>CONTRACT VALUE</b> means the sum for which the Tender is accepted as per the Agreement / Letter of Acceptance.</p> <p>j) <b>LANGUAGE:</b> All documents and correspondence in respect of this contract shall be in English Language.</p> <p>k) <b>OWNER / CLIENT / EMPLOYER</b> 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 /</p>
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	<p>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.</p> <p><b>l) IMPLEMENTING / EXECUTING AGENCY</b> means EPI.</p> <p><b>m) TENDER</b> 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. The word TENDER is synonymous with Bid and the word TENDER DOCUMENTS with “Bidding Documents” or “offer documents”.</p> <p><b>n)</b> 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> <p><b>o)</b> 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.</p> <p><b>p) APPROVED INSURANCE COMPANY</b> means any Insurance Company registered with ‘Insurance Regulatory &amp; Development Authority’ (IRDA) of India and meeting insurance needs of the projects of EPI.</p> <p><b>q) DATE OF COMMENCEMENT OF WORK:</b> The date of start of contract shall be reckoned from the date of issue of letter of Acceptance.</p> <p><b>r) “LETTER OF ACCEPTANCE”</b> shall mean EPI’s letter or notification conveying its acceptance of the tender subject to such conditions as may have been stated therein.</p> <p><b>s) EPI</b> shall means Engineering Projects (INDIA) Limited, a company registered under the Indian Company Act 1956, with its registered office at CORE-3, SCOPE COMPLEX-7, INSTITUTIONAL AREA, LODHI ROAD, NEW DELHI-110003 or its Administrative officers or its engineer or other employees authorized to deal with any matter with which these persons are concerned and authorized on its behalf.</p> <p><b>t) SCHEDULE(s)</b> referred to in these conditions shall mean the standard schedule of rates of the government mentioned in the Memorandum with the amendments there to issued up to the date of receipt of the tender.</p> <p><b>u) Excepted Risk</b> are risks due to riots (other than those on account of contractor’s employees), war (whether declared or not) invasion, act of foreign enemies, hostilities, civil war, rebellion revolution, insurrection, military or usurped power, any acts of Government, damages from aircraft, acts of God, such as earthquake, lightening and unprecedented floods, and other causes over which the contractor has no control and accepted as such by the EPI or causes solely due to use or occupation by Government of the part of the works in respect of which a certificate of completion has been issued or a cause solely due to EPI’s faulty design of works.</p> <p><b>v) Market Rate</b> shall be the rate as decided by the Client / Engineer-In-Charge on the basis of the prevailing cost of materials and labour at the site where the work is to be executed plus the percentage mentioned elsewhere in the tender document to cover, all overheads and profits.</p>
<p><b>2.0</b></p>	<p><b>Site Visit and Collecting Local Information</b></p> <p>Before submission of tenders, the interested &amp; eligible bidders are advised to visit the Site, its surroundings to assess and satisfy themselves about the local conditions such as the</p>

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 Client / 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 / Price Quoting Sheet 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 Client / 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 / Price Quoting Sheet 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.

<p><b>3.0</b></p>	<p><b>Scope of Work</b></p> <p>a) The “scope of work” covered in this tender shall be as per the ‘Design Basis Report’, specifications &amp; standards, finishing schedules, drawings, etc. included in the tender document 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 only a general idea about the work to be performed under the scope of this contract.</p> <p>These may not be the final drawings and may not indicate the full range of the work under the scope of this contract.</p> <p>The work will be executed according to the detailed drawings to be prepared by the contractor as “GOOD FOR CONSTRUCTION” drawings after approval from time to time by the Client / 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 directly stated or indirectly implied in this scope of work, Design Basis Report, Standards &amp; Specifications forming part of the tender document and / or what is envisaged at the time of tendering as being actually required to be executed.</p> <p>b) The contractor shall be bound to carry out and complete the stipulated work irrespective of the variation in any items.</p>
<p><b>4.0</b></p>	<p><b>Validity of Tender</b></p> <p>The validity of offer(s) submitted by Tenderer shall be One Hundred Fifty (150) 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. Further the tenderers shall not be allowed to participate in the retendering process of work. The validity period may be extended on mutual consent.</p>
<p><b>5.0</b></p>	<p><b>Acceptance of Tender</b></p> <p>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.</p>
<p><b>6.0</b></p>	<p><b>Set of Tender Documents:</b></p> <p>The following documents will complete a set of Tender Documents.</p> <p><b>A) VOLUME I:</b></p> <ul style="list-style-type: none"> <li>a) Notice Inviting Tenders &amp; Instructions to tenderers</li> <li>b) General Conditions of Contract</li> <li>c) Special Conditions of Contract</li> <li>d) Scope of work</li> <li>e) Any other documents provided</li> </ul>

	<p><b>B) VOLUME II:</b></p> <ul style="list-style-type: none"> <li>a) Design Basis Report,</li> <li>b) Technical Specifications,</li> <li>c) Tender Drawings</li> <li>d) Any other documents provided</li> </ul> <p><b>C) VOLUME III:</b></p> <ul style="list-style-type: none"> <li>a) Price Quoting Sheet (Price-Bid)</li> </ul>
<p><b>7.0</b></p>	<p><b>Earnest Money Deposit</b></p> <p>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. The EMD shall be valid for minimum period of 180 days (One hundred eighty Days) from last day of submission of Tender.</p> <p><b>7.1</b> 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-responding bids.</p> <p><b>7.2</b> The EMD of all unsuccessful tenderers shall be returned after the opening of price bids by EPI. Subject to clause 7.6 herein below, EMD of successful tenderer shall be refunded after submission of Performance Guarantee by him.</p> <p><b>7.3</b> 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.</p> <p><b>7.4</b> 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.</p> <p><b>7.5</b> No interest will be payable by EPI on the said amount covered under EMD / Other security documents.</p> <p><b>7.6</b> 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 “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.</p>
<p><b>8.0</b></p>	<p><b>Mobilization Advance</b></p> <p><b>8.1</b> Mobilization 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 nationalized or scheduled bank for an amount equal to 110% of the mobilization advance. The guarantee must be in accordance with the proforma given in the attachment, subject to the conditions set out below. The mobilization advance shall be granted at the interest rate specified in the memorandum accompanying the tender form. This advance shall be disbursed in three installments, as follows:-</p>

- i. The initial installment of 50% (fifty percent) of the total mobilization advance shall be paid after the fulfilment of the following conditions:
  1. The submission of the Performance Guarantee.
  2. The signing of the agreement.
- ii. The second installment of 25% (twenty-five percent) of the total mobilization 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 site laboratory, stores 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.

The advance so paid to the contractor shall only be used in execution of this contract including setting up of site office and site laboratory, complete mobilization of plant and machinery, scaffolding & shuttering materials, staff (Supervisory & others) etc.

- 8.2 The mobilization advance bear simple interest at the rate as mentioned in the Memorandum and shall be calculated from the date of payment to the date of recovery (365 days in a year) both days inclusive, on the outstanding amount of advance. Recovery of such mobilization advanced including interest shall be made by the deduction from the contractor's bills commencing after first ten percent of the gross value of the work is executed and paid, on pro-rata percentage basis to the gross value of the work billed beyond 10% in such a way that the entire advance is recovered by the time eighty percent (80%) of the gross value of the contract is executed and paid, together with interest due on the entire outstanding amount up to the date of recovery of the installment.

In case, for any reason whatsoever, the outstanding mobilization advance including interest accrued there upon, at any stage of the project, exceeds the amount of BG available with EPI for the purpose, the contractor shall submit an additional bank guarantee of the excess amount plus 10% of outstanding mobilization advance valid for the full contract period to cater to additional interest liability.

In case the work could not be commenced for a considerable period, EPI will also have the right to seek the refund of mobilization advance along with accrued interest. In case of failure on the part of contractor to return the mobilization advance and accrued interest, EPI reserves the right to forfeit the Bank Guarantee submitted by contractor for the purpose as well as other dues payable to the contractor and adjust the same towards Principal amount and accrued interest.

The bank guarantee submitted by contractor against mobilization advance shall initially be made for the full amount as mentioned in para 8.1 above and valid for the contract period, and be kept renewed from time to time to cover the balance amount and likely period of completion of recovery together with interest.

- 8.3 However, the contractor can submit 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 instalment, 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

	<p>be till three months after the end of the month in which instalment is due to be recovered with further three months claim period.</p> <p>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.</p> <p>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 instalment.</p> <p>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</p>
<p><b>9.0</b></p>	<p><b>Performance Guarantee (PG)</b></p> <p>Within 21 (Twenty-One) days from the date of issue of Letter of Acceptance or within such extended time as may be granted by EPI in writing, the contractor shall submit to EPI an irrevocable Performance Guarantee in the form Bank Guarantee (format enclosed), from any Nationalized Bank / Scheduled Bank or in the form of Insurance Surety Bonds (format enclosed) or Account Payee Demand Draft or online Payment in an acceptable form.</p> <p>The value of the Performance Guarantee shall be as specified in the Memorandum to the Form of Tender for the due and proper execution of the Contract. This Performance Guarantee if submitted in the form of bank guarantee or Insurance Surety Bond (ISB) shall remain valid up to 90 (ninety) days after the completion period as mentioned in the contract or extended upto 90 days after the actual completion period / handing over.</p> <p>However, a penal rate of interest @ 12% per annum shall be charged for the delay in submission of PBG after 21 days beyond the time as may be granted by EPI in writing. However No payment shall be released for the work done during this period if any till PBG is submitted / confirmed and agreement is signed.</p> <p>In case the contractor fails to submit the Performance Guarantee of the requisite amount within the stipulated period or extended period, Letter of Acceptance will stand withdrawn and EMD of contractor shall be forfeited.</p> <p>a) EPI reserve the right of forfeiture of the Performance Guarantee in the event of termination of contract or non-fulfilment under any of the clauses / conditions of contract.</p> <p>b) PBG shall be returned after successful completion / testing / commissioning and handing over the project to the client up to the entire satisfaction of EPI / Client and finalization of Extension of Time by Engineer-In-Charge. (Should be in line with the Client terms &amp; condition)</p> <p>c) In case part scope of work has been satisfactorily completed and handed over to Client / EPI by the contractor and the remaining work / buildings are under hold / suspended for more than 3 months due to some hindrance beyond control of contractor or due to non-availability of site / clearance from Client / EPI, the Performance Guarantee submitted by the contractor and available with EPI as on date, on specific request of the contractor, may be released and returned back to the contractor in lieu of submission and due verification of a fresh PBG of the equivalent amount towards balance work.</p>

	<p><b>9.1 Additional Performance Guarantee for Existing Contractors</b></p> <p>In case bidder is a working contractor of EPI at the time of issuance of Letter of Acceptance 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 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 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:</p> <p>WORKING CAPACITY = 2.5 X (Average Turnover of the party as per latest three audited Balance Sheets).</p> <p>NOTE: The decision of amount of Additional Performance Guarantee as above shall be taken by EPI and shall be final &amp; binding to the contractor.</p> <p>In case the contractor fails to submit the Additional Performance Guarantee of the requisite 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.</p>
<p><b>10.0</b></p>	<p><b>Security Deposit / Retention Money</b></p> <p><b>10.1</b> The Security Deposit / 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 Security Deposit / Retention Money. The Security Deposit / 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.</p> <p><b>10.2</b> If the amount of Security Deposit / Retention Money deducted in cash is more than Rs.10.00 lakhs (Rupees Ten lakhs only), the excess amount beyond Rs. 10 Lakhs can be replaced by the contractor by submission of Bank Guarantee on maximum three times for contracts valued upto Rs. 300 crore, and upto five times for contracts valued above Rs. 300 Crore in the prescribed performa of EPI in favour of ENGINEERING PROJECTS INDIA LTD of equivalent amount from any Nationalized Bank or Scheduled Bank. Only the Original Contract Value will be counted for this purpose. The Bank Guarantee shall be initially valid up to the 3 months beyond the stipulated defect liability period. In case the time for completion of works gets enlarged, the contractor shall get the validity of Bank Guarantee extended to cover such enlarged time for completion of work.</p> <p><b>10.3</b> The release / refund of security deposit of the contractor shall be subject to the observance / compliance of the conditions as under and whichever is later:</p> <ol style="list-style-type: none"> <li>a) Expiry of the defect liability period in conformity with provisions contained in clause 74.0 (Defect liability clause). The expiry of defect liability period shall be extended from time to time depending upon extension of time granted by EPI.</li> <li>b) The contractor produces a clearance certificate from the labour office. As soon as the work is virtually completed, the contractor shall apply for the labour</li> </ol>

	<p>clearance certificate to the Labour Officer under intimation to the Engineer-In-Charge. The Engineer-In-Charge, on receipt of the said communication, shall write to the Labour Officer to intimate if any complaint is pending against the contractor in respect of the work. If no complaint is pending, on record till after 3 months after completion of the work and / or no communication is received from the Labour Officer to this effect till six months after the date of completion, it will be deemed to have received the clearance certificate.</p> <p>In addition to to the above, the contractor should submit all statutory compliances like GST PF, ESIC etc. as applicable</p> <p><b>10.4</b> EPI reserves the right of part or full forfeiture of security deposit in addition to other claims in the event of contractor's failure to fulfill any of the contractual obligations or in the event of termination of contract as per terms and conditions of contract.</p>
<p><b>11.0</b></p>	<p><b>Mobilization of Men, Materials and Machinery:</b></p> <p><b>11.1</b> 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.</p> <p><b>11.2</b> The contractor shall mobilize all tools, machinery, equipment, including installation of Reverse Osmosis plant / WTP for timely and safe completion of work as per applicable quality standards and specifications mentioned in the contract. <b>The contractor shall mandatorily install WTP (fit for the construction) good for construction with all Batching plants irrespective of the value of project. If RMC is being used at any site, then the availability of WTP plant at RMC plant must be ensured.</b> The contractor shall ensure un-interrupted supplies of water &amp; electricity at site for construction and related purposes, and shall obtain temporary water &amp; electricity connections <b>at its own. For small activities other than concreting.</b></p> <p>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 &amp; electricity to ensure un-interrupted supply.</p> <p><b>11.3</b> 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.</p> <p><b>11.4</b> 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.</p> <p><b>11.5</b> 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</p>

deemed to be included in the rates quoted by the contractor for the items & works as per Bill of Quantities / Price Quoting Sheet 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 client / 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 Client / Engineer-In-Charge shall be final and binding on contractor in this regard. The contractor shall abide by all rules & regulations pertaining to Health, Safety and Environment.

**11.6** All Designs, Drawings, Bill of Quantities / Price Quoting Sheet, etc., Bar Bending Schedule, Shop & Fabrication Drawings for all works shall be provided by contractor for all buildings services and development works 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.

**11.10** All contractors' plant, machinery and equipment shall be kept in perfect condition during currency of the contract

**11.11** Contractor to Supply Tools & Plants

The contractor shall provide at his own cost all materials, machinery, tools & plants as require for completion of work. In addition to this, appliances, implements, other plants, ladders, inspection lifts, cordage, tackle, scaffolding and temporary works required for the proper execution of the work, whether original, altered or substituted and whether included in the specifications or other documents forming part of the contract or referred to in these conditions or not, or which may be necessary for the purpose of satisfying or complying with the requirements of the Client / Engineer-In-Charge as to any matter as to which under these conditions he is entitled to be satisfied, or which he is entitled to require together with carriage therefore to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials, necessary for the purpose of setting out works, and counting, weighing and assisting the measurement or examination at any time and from time to time of the work or materials. Failing his so doing, the same may be provided by the Client / Engineer-In-Charge at the expense of the contractor and the expenses may be deducted, from any money due to the contractor, under this contract or otherwise and / or from his security deposit or the proceeds of sale thereof, or of a sufficient portions thereof.

**12.0 TAXES & DUTIES:**

**12.1** As per the GST Act the bid and contract must show the GST Tax Rates and GST Amount explicitly and separate from the bid / contracts price (exclusive of GST). However, The 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 sub-contractor 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 sub-contractor, 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:**

Not with standing anything contained above, the contractor shall ensure payment of appropriate taxes, excise duty, custom duty, royalty, cess, levy and other taxes or duties etc. on the items of supplies and works made good under the contract. The contractor shall take / obtain registration under the applicable enactment levying tax / levy / cess on supply of goods or services under the contract and issue invoice having all the particulars prescribed under the applicable provisions of the law, including. description of goods / services, rate and amount of tax paid or payable on the supplies made under the contract, so that EPI can avail credit of such tax, wherever applicable 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 would have 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 nonpayment / default in payment of any taxes, duties, levies etc by contractor. Whenever interest is payable on reversal of Input Tax Credit (ITC) for nonpayment of value and tax of supply under GST Act, due to any default on contractor's part (i.e due to poor performance / quality or non-fulfilment of terms of contract), the amount of interest so levied on EPI shall be recovered from the contractor and 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 GSTR1, 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.

In case the contractor does not deposit or file the tax / levy / cess with appropriate authority / department, and which is payable-by or levied on contractor on account of execution of this contract, or if any such tax / levy / cess (such as GST, WCT, royalty on minerals, etc.) is deposited-by or recovered-from EPI but is actually payable by or levied on the contractor, or, if the contractor has not provided the invoice or other relevant document pertaining to deposit / credit of such tax / levy / cess to EPI, showing / proving deposit of appropriate the amount of tax / levy / cess, or has not uploaded the document in computerized tax network as per prevailing law, leading to non-availability of inputs credit of the tax / levy / cess to EPI, the amount equivalent to such tax / levy / cess shall be deducted from the contract price / payment.

**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 any law requires EPI to pay tax / levy / cess on the contract price under any law for the time being in force, (such as GST, royalty on minerals, works contract taxes on reverse charge basis, etc.) the amount of tax / levy / cess so deposited by EPI on this behalf would be considered as paid to the contractor and, accordingly, the price payable to the contractor would stand reduced to that extent

**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, in respect of the work / project undertaken by the contractor, in accordance with the provisions of the Income Tax Act and Rules made there under prevailing and in force 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 toe-way bill as per GST law.

	<p><b>12.9 Other Charges:</b></p> <p>Stamp duty and registration charges, if any, payable on the executed Contract document, shall be borne by the contractor.</p>
<p><b>13.0</b></p>	<p><b>Labour Cess:</b></p> <p>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. In case the Labour Board is not established in the state, recovery made by EPI on account of labour cess shall be retained under suspense account and will be deposited with the Labour Board at later date as &amp; when the Labour Board is constituted in the state.</p> <p>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.</p> <p>The contractor shall also be responsible for maintaining register of beneficiaries i.e. the workers in such form &amp; the same shall be kept open at all reasonable times for inspection of relevant Authority and officials of client / EPI.</p> <p>The contractor shall be further responsible for maintaining such register &amp; records; giving such particulars of construction workers employed by him, the work performed by them, the number of hours of work which shall constitute a normal working day, the wages paid to them, the receipts given by them and, such other particulars in such form as may be prescribed by the authority or EPI.</p> <p>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 Client / Engineer-In-Charge shall be final &amp; binding in this regard on the contractor.</p>
<p><b>14.0</b></p>	<p><b>Royalty On Materials:</b></p> <p><b>14.1</b> 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.</p> <p><b>14.2</b> 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, constructional plant, temporary works, 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.</p> <p><b>14.3</b> The rates and prices to be tendered in the Bill of Quantities / Price Quoting Sheet are for completed and finished items of works and complete in all respects. It will be deemed to include all constructional plant, labor, supervision, materials, transport, all temporary works, erection, maintenance, contractor's profit and establishment / overheads, together with preparation of designs &amp; drawings pertaining to casting yard, shop drawing, fabrication drawing (if required), staging form work, stacking yard, etc. all general risk, all taxes, royalty, duties, cess, octroi and other levies, insurance liabilities and obligations set out or implied in the tender documents and contract.</p>

	<p><b>14.4</b> 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 is caused to any temporary or permanent structure(s) in the vicinity 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.</p>
<p><b>15.0</b></p>	<p><b>Rates to Be Firm</b></p> <p><b>15.1</b> 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.</p> <p><b>15.2</b> 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.</p> <p><b>15.3</b> The rates and prices to be tendered in the Bill of Quantities / Price Quoting Sheet 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 &amp; 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.</p> <p><b>15.4</b> Unless otherwise specified in the Bill of Quantities / Price Quoting Sheet (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.</p> <p><b>15.5</b> If required to make work site suitable for execution, contractor shall have to clear jungle including of rank vegetation, grass, trees etc., clear &amp; 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 / Price Quoting Sheet, 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.</p> <p><b>15.6</b> 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</p>

	<p>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.</p>
<b>16.0</b>	<p><b>Escalation</b></p> <p>No claim on account of any escalation on whatsoever ground shall be entertained at any stage of works. Price quoted by contractor shall be firm and fixed for entire contract period as well as extended period for completion of the works. No escalation shall be payable on this contract</p>
<b>17.0</b>	<p><b>Insurance of works.</b></p> <p>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:</p> <ol style="list-style-type: none"> <li>a. The work and the temporary works to the full value of such works.</li> <li>b. The materials, construction plant, centering, shuttering and scaffolding materials and other things brought to the Site for their full value.</li> </ol> <p>Whenever required by EPI, the contractor shall produce the policy or the policies of insurance and the receipts for payment of the current premiums.</p> <p>The contractor is required to submit the original policy document and the receipt for payment of the current premium to EPI.</p> <p>In case, the contract value gets enhanced by more than 25 percent due to any deviation / variation / extra items, the contractor shall submit additional insurance policy for the enhanced contract value.</p>
<b>18.0</b>	<p><b>Insurance Under Workmen's Compensation Act</b></p> <p>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.</p> <p>The contractor is required to submit the original policy document and the receipt for payment of the current premium to EPI.</p> <p>If the contractor fails to effect or keep in force or provide adequate cover in the insurance policies mentioned in this sub-clause, or any other insurance which he might be required to effect under the contract, then in such cases, the Employer may effect and keep in force any such insurance or further insurance and the cost and expenses incurred by him in this regard shall be deductible from payments due to the contractor or from the contractor's Performance Guarantee.</p>
<b>19.0</b>	<p><b>Third Party Insurance</b></p> <p>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 / owner / client,</p>

	<p>arising out of the execution of the works or temporary works. The contractor is required to submit the original policy document and the receipt for payment of the current premium to EPI</p> <p>Engineer-In-Charge has to ensure that Insurance policies are submitted by the contractor within 15 days from the date of issue of LOA. In case of failure of the contractor to obtain contractors all risk policy, insurance under workman compensation act and third party insurance as described above, EPI reserves the right of forfeiture of the Performance Guarantee.</p> <p>If the contractor could not effect a comprehensive insurance cover against risks which he may be required to effect under the terms of the contract, then he shall give his attention to get the best insurance cover available and even in case of effecting a wider insurance cover than the one which the subsidiary of the General Insurance Company could offer, such an insurance is ought to be done after the EPI's approval, by or through the subsidiary of the General Insurance Company.</p>
<p><b>20.0</b></p>	<p><b>Indemnity against Patent Rights</b></p> <p>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.</p>
<p><b>21.0</b></p>	<p><b>Labour Laws to Be Complied with by the Contractor</b></p> <p>The contractor shall obtain a valid license under the contract labour (Regulation &amp; Abolition) Act 1970 and the contract labour Act (Regulation &amp; Abolition) Central Rules 1971 and amended from time to time, and continue to have a valid license until the completion of the work including defect liability period. The contractor shall also comply with the provisions of the Building and other Construction Workers (Regulation of Employment &amp; Conditions of Service) Act, 1996 and the Building and other Construction Workers Welfare Cess Act, 1996.</p> <p>The contractor shall not engage any labour below the age of 18 under any circumstances. The provisions under Child Labour (Prohibition and Regulation) Amendment Act. 2016 should be strictly adhered to. In case of any noncompliance to the requirements of Labour laws, the contractor shall be liable for all consequences or any penalty imposed in this regard.</p> <p>The contractor shall also declare in each running bill that he has not engaged any labour below the age of 18 in the project.</p> <p>The contractor shall ensure that all the skilled workers hired / employed / deployed at the project shall be certified through "Recognition of Prior Learning (RPL)" program and if not already certified then, he will get all the skilled workers certified through "Recognition of Prior (RPL)" program within two months from the date of commencement of work or from the date of hiring the workers at his own cost.</p> <p>Any failure to fulfil above requirement shall attract the penal provisions of this contract arising out the resultant for non-execution of the work before the commencement of work.</p> <p><b>Payment of wages:</b></p> <ol style="list-style-type: none"> <li>i. The contractor shall pay to labour employed by him either directly or through subcontractors, wages not less than fair wages as defined in the EPI contractor's Labour Regulations or as per the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and the contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable.</li> </ol>

	<ul style="list-style-type: none"> <li>ii. The contractor shall, notwithstanding the provisions of any contract to the contrary, cause to be paid fair wage to labour indirectly engaged on the work, including any labour engaged by his sub-contractors in connection with the said work, as if the labour had been immediately employed by him.</li> <li>iii. The contractor shall transfer / credit the wages / salary of all labourers / workers preferably in their bank accounts. He shall be responsible for opening of bank accounts of all labourers / workers employed by the contractor at work site in this regard.</li> <li>iv. In respect of all labour directly or indirectly employed in the works for performance of the contractor's part of this contract, the contractor shall comply with or cause to be complied with the EPI contractor's Labour Regulations in regard to payment of wages, wage period, deductions from wages recovery of wages not paid and deductions unauthorisedly made, maintenance of wage books or wage slips, publication of scale of wages and other terms of employment, inspection and submission of periodical returns and all other matters of the like nature or as per the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, and the Contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable.</li> <li>v.             <ul style="list-style-type: none"> <li>(a) The Client / Engineer-In-Charge concerned shall have the right to deduct from the moneys due to the contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfilment of the conditions of the contract for the benefit of the workers, non-payment of wages or of deductions made from his or their wages which are not justified by their terms of the contract or non-observance of the Regulations.</li> <li>(b) Under the provision of Minimum Wages (Central) Rules, 1950, the contractor is bound to allow to the labours directly or indirectly employed in the works one-day rest for 6 days continuous work and pay wages at the same rate as for duty. In the event of default, the Engineer-in-Charge shall have the right to deduct the sum or sums not paid on account of wages for weekly holidays to any labours and pay the same to the persons entitled thereto from any money due to the contractor by the Client / Engineer-In-Charge concerned</li> <li>(i) The contractor shall comply with the provisions of the Payment of Wages Act, 1936, Minimum Wages Act, 1948 / Code on Wages, 2019, Employees Liability Act, 1938, Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947, Maternity Benefits Act, 1961, and the contractor's Labour (Regulation and Abolition) Act 1970, or the modifications thereof or any other laws relating thereto and the rules made there under from time to time.</li> <li>(ii) The contractor shall indemnify and keep indemnified EPI against payments to be made under and for the observance of the laws aforesaid and the EPI contractor's Labour Regulations without prejudice to his right to claim indemnity from his sub-contractors.</li> <li>(iii) The laws aforesaid shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of this contract.</li> </ul> </li> </ul>
	<p><b>21.1 Ensuring Payment and Amenities to Workers if Contractor Fails</b></p> <p>In every case in which by virtue of the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, and of the Contract Labour (Regulation and Abolition) Central Rules, 1971, EPI is obliged to pay any amounts of wages to a workman employed by the contractor in execution of the works, or to incur any expenditure in providing welfare and health amenities required to be provided under the above said Act or under the EPI contractor's Labour Regulations, or under the Rules framed by Government from time to time for the protection of health and sanitary arrangements for workers employed by EPI's contractors, EPI will recover from the contractor, the</p>

	<p>amount of wages so paid or the amount of expenditure so incurred and without prejudice to any other right or remedy available under this contract, EPI shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by EPI to the contractor whether under this contract or otherwise EPI shall not be bound to contest any claim made against it under subsection (1) of Section 20, subsection (4) of Section 21, of the said Act, except on the written request of the contractor and upon his giving to the EPI full security for all costs for which EPI might become liable in contesting such claim.</p>
<p><b>22.0</b></p>	<p><b>Labour Safety Provision</b></p> <p>The contractor shall be fully responsible to observe the labour safety provisions.</p> <p>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</p> <p>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 framed by Govt. from time to time for the protection of health and sanitary arrangements for workers.</p>
<p><b>23.0</b></p>	<p><b>Observance of Labour Laws</b></p> <p><b>23.1</b> 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, Security Deposit / Retention Money etc. of the contractor.</p> <p><b>23.2</b> The contractor shall submit proof of having valid EPF registration certificate. He shall within 7 days of the close of every month, submit to EPI a statement showing the recoveries of contributions in respect of each employee employed by or through him and shall furnish to EPI such information as the EPI is required to furnish under the provisions of para 36 B of the EPF scheme 1952 to the EPF authorities and other information required by EPFO authorities from time to time. He shall also submit a copy of challan every month in token of proof of having deposited the subscription and contribution of workers engaged on the project. 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.</p> <p><b>23.3</b> 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.</p> <p>The contractor shall also ensure the compliance of EPF &amp; MP Act, 1952 by the sub-contractors, if any, engaged by the contractor for the above said work.</p>

	<p>The contractor shall submit affidavit to indemnify and save harmless the Corporation from and against all actions, suits, proceedings, losses, costs, damages, charges, claims and demands of every nature and description brought or recovered against the Corporation by reasons of any act or omission of the contractor, his agents or employees in connection with complying the provisions of the Employees Provident Fund &amp; Miscellaneous Provisions Act, 1952 as amended from time to time. All sums payable by way of compensation / penalty / damages / interest on the outstanding amounts payable by the contractor shall be considered as reasonable and be payable by the contractor to the Corporation immediately and if the contractor does not pay the amount immediately the same will be deducted from the security deposit or earnest money or any other amount available with the Corporation or any money payable to the contractor by the Corporation.</p> <p>Contractor should submit a Compliance Certificate along with the details of employees and recoveries made to the EPI (INDIA) LIMITED as per the performa (Section-5) mentioned in every bill as per the provisions of the EPF and ESI Act as amended from time to time.</p> <p><b>23.4</b> The contractor shall submit proof of having valid ESI registration for construction site workers located in the ESI implemented areas for every construction site worker before his / her engagement on the EPI site of works as per requirement of ESI act, 1948 amended upto date and rules made there under.</p> <p>The contractors are required to ensure that in ESI implemented areas, every construction site worker has been registered online and they are required to ensure that these workers and their families have got their photography and capturing of biometrics at nearest ESIC branch office and got their respective “<b>Pehchan cards</b>” (from ESIC office) issued for extension of ESI benefits to all the engaged construction site workers.</p> <p>The contractors are required to submit proof of having registered / got issued <b>Pehchan cards</b> in respect of every Construction site worker in ESI implemented areas before engagement on EPI site of works.</p> <p>The contractors are required to comply with all the relevant provisions of ESI act, 1948 as amended from time to time and deposit of his contribution as may be required under the above said act to the ESI authorities at required intervals / time of deposit and submit the proof to EPI.</p> <p>The contractor shall at all times indemnify EPI and Owner against all claims, damages or compensation under the provision of ESI Act, 1948 or any modifications thereof or as consequence of any accident or injury to any workman or other persons in or about the works, whether in the employment of the contractor or not, against all costs, charges and expenses of any suit, action or proceedings arising out of such incident or injury and against all sum or sums which may with the consent of the contractor be paid to compromise or Compound any such claim.</p>
<p><b>24.0</b></p>	<p><b>Laws Governing the Contract</b></p> <p>This contract shall be governed by the Indian Laws for the time being in force and amended from time to time.</p>
<p><b>25.0</b></p>	<p><b>Laws, Bye Laws Relating to The Work</b></p> <p><b>25.1</b> The contractor shall fully comply with the DIPP’s PPP-MII order no P45021 / 2 / 2017 / E II dated 15.06.17 or any further revision at any later date during the entire tenancy of the contract.</p>

	<p>In case of procurement for a value in excess of Rs 10 crore, above undertaking shall be provided from a statutory auditor or cost auditor of the company (in the case of companies) or from a practicing Chartered Accountant (in case of tenderer other than companies).</p> <p><b>25.2</b> The contractor shall fully comply with the MSMED Act, 2006 and Ministry of MSME Order 2012 or any further revision at any later date (as per applicability under clause 26 of ITT) during the entire tenancy of the contract</p> <p><b>25.3</b> The contractor shall strictly adhere by the provisions, for the time being in force, of law relating to works or any regulations and bylaws made by any local authority or any water &amp; 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 bylaws as aforesaid, and to pay all fees and taxes payable to such authorities in respect thereof.</p>
<p><b>26.0</b></p>	<p><b>Employment of Personnel</b></p> <p><b>26.1</b> 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 &amp; integrity and any other nationality in any way are associated with the works.</p> <p><b>26.2</b> In case EPI observed misconduct negligence or incompetence etc. on the part of any representative, agent, servant and workmen or employees etc. of the contractor, EPI shall have full power and without giving any reason to the contractor, instruct the contractor to remove such engineer / staff / worker from site and provide suitable replacements. The decision of the Client / Engineer-In-Charge shall be final and binding on the contractor. The contractor shall not be allowed any compensation on this account</p>
<p><b>27.0</b></p>	<p><b>Technical Staff for Work</b></p> <p><b>27.1</b> 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.</p> <p><b>27.2</b> Within 15 days from the date of Letter of Acceptance, 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 Client / Engineer-In-Charge shall be final and binding on the contractor.</p> <p>Even after approving the site organizational chart, the Client / Engineer-In-Charge due to nature and exigency of work can direct the contractor to depute such additional staff as in view of Client / 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</p>

	<p>of additional staff and decision of the Engineer-In- Charge shall be final and binding on the contractor.</p> <p><b>27.3</b> 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 as to the amount and the contractor's liability to pay the said amount.</p> <p><b>Requirement of Technical Representative(s) and recovery Rate as per Special Conditions of Contracts of Contract.</b></p>
<p><b>28.0</b></p>	<p><b>Land for Labour Huts / Site Office and Storage Accommodation</b></p> <p><b>28.1</b> 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 Security Deposit / 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.</p> <p><b>28.2</b> 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.</p> <p><b>28.3 Furnished Office Accommodation &amp; Mobility and Communication to be Provided by Contractor to EPI</b></p> <p>On acceptance of Tender, the contractor at his own cost will provide the office facilities as per following</p> <ol style="list-style-type: none"> <li>1. Construct a suitable furnished office as per drawing provided by Project-In-Charge at site, equipped with basic facilities such as telephone(s), fax, internet, photocopier, computer(s) &amp; printer(s) along with operator(s), regular electricity, drinking water supply &amp; conference room for requisite meetings.</li> <li>2. Vehicles for staff etc. as per the requirement of the project.</li> <li>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.</li> <li>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.</li> <li>5. The contractor shall have facility for planning on MS project software for the purpose of preparing progress report, etc.</li> </ol> <p><b>28.4</b> 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.</p>

29.0	<p><b>Watch &amp; Ward and Lighting</b></p> <p>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.</p>
30.0	<p><b>Health &amp; Sanitary Arrangements</b></p> <p>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.</p>
31.0	<p><b>Workmen's Compensation Act</b></p> <p>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.</p>
	<p><b>31.1 Recovery of Compensation Paid to Workmen</b></p> <p>In every case in which by virtue of the provisions sub-section (1) of Section 12, of the Workmen's Compensation Act, 1923, EPI is obliged to pay compensation to a workman employed by the contractor, in execution of the works, EPI will recover from the contractor, the amount of the compensation so paid; and, without prejudice to the rights of the EPI under sub-section (2) of Section 12, of the said Act, EPI shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due to the contractor whether under this contract or otherwise. EPI shall not be bound to contest any claim made against it under sub-section (1) of Section 12, of the said Act, except on the written request of the contractor and upon his giving to EPI full security for all costs for which EPI might become liable in consequence of contesting such claim.</p>
32.0	<p><b>Minimum Wages Act</b></p> <p>The contractor shall comply with all the provisions of the Minimum Wages Act, 1948, Contract Labour Act (R&amp;A) 1970, and rules framed thereunder and other labour laws / local laws affecting Contract labour that may be brought into force from time to time.</p>
33.0	<p><b>Labour Records</b></p> <p>The contractor shall submit by the 4th &amp; 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 :-</p> <ol style="list-style-type: none"> <li>a) The number of the labour employed by him (category-wise).</li> <li>b) Their working hours.</li> <li>c) The wages paid to them.</li> <li>d) The accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused.</li> <li>e) The number of female workers who have been allowed Maternity Benefits under the Maternity Benefit Act, 1962 and the amount paid to them.</li> <li>f) Any other information required by Engineer-In-Charge.</li> </ol> <p>Failing which the contractor shall be liable to pay to EPI, a sum not exceeding Rs.200/- for</p>

each default or materially incorrect statement. The decision of the EPI shall be final in deducting from any bill due to the contractor; the amount levied as fine and is binding on the contractor.

**33.1.** In respect of all labour directly or indirectly employed in the works for the performance of the contractor's part of this contract, the contractor shall comply with or cause to be complied with all the rules framed by Government from time to time for the protection of health and sanitary arrangements for workers employed by the EPI and its contractors.

**33.2.** Leave and pay during leave shall be regulated as follows: -

**1. Leave:**

- (i) In the case of delivery - maternity leave not exceeding 8 weeks, 4 weeks up to and including the day of delivery and 4 weeks following that day,
- (ii) In the case of miscarriage –upto 3 weeks from the date of miscarriage.

**2. Pay:**

- (i) In the case of delivery - leave pay during maternity leave will be at the rate of the women's average daily earnings, calculated on total wages earned on the days when full time work was done during a period of three months immediately preceding the date on which she gives notice that she expects to be confined or at the rate of Rupee one only a day whichever is greater.
- (ii) In the case of miscarriage - leave pay at the rate of average daily earning calculated on the total wages earned on the days when full time work was done during a period of three months immediately preceding the date of such miscarriage.

**Conditions for the grant of Maternity Leave:**

- (i) No maternity leave benefit shall be admissible to a woman unless she has been employed for a total period of not less than six months immediately preceding the date on which she proceeds on leave.
- (ii) The contractor shall maintain a register of Maternity (Benefit) in the Prescribed Form and the same shall be kept at the place of work.

**33.3.** In the event of the contractor(s) committing a default or breach of any of the provisions of the EPI's Labour Regulations and Model Rules for the protection of health and sanitary arrangements for the workers as amended from time to time or furnishing any information or submitting or filing any statement under the provisions of the above Regulations and' Rules which is materially incorrect, he / they shall, without prejudice to any other liability, pay to EPI a sum not exceeding Rs.200 / - for every default, breach or furnishing, making, submitting, filing such materially incorrect statements and in the event of the contractor(s) defaulting continuously in this respect, the penalty may be enhanced to Rs.200/- per day for each day of default subject to a maximum of 5 percent of the estimated cost of the work put to tender. The decision of the Client / Engineer-In-Charge shall be final and binding on the parties.

Should it appear to the Client / Engineer-In-Charge that the contractor(s) is / are not properly observing and complying with the provisions of the EPI contractor's Labour Regulations and Model Rules and the provisions of the Contract Labour (Regulation and Abolition) Act 1970, and the Contract Labour (R&A) Central Rules 1971, for the protection of health and sanitary arrangements for work-people employed by the contractor(s) (hereinafter referred as "the said Rules") the Client / Engineer-In-Charge

shall have power to give notice in writing to the contractor(s) requiring that the said Rules be complied with and the amenities prescribed therein be provided to the work-people within a reasonable time to be specified in the notice. If the contractor(s) shall fail within the period specified in the notice to comply with and / observe the said Rules and to provide the amenities to the work people as aforesaid, the Client / Engineer-In-Charge shall have the power to provide the amenities hereinbefore mentioned at the cost of the contractor(s). The contractor(s) shall erect, make and maintain at his / their own expense and to approved standards all necessary huts and sanitary arrangements required for his / their work-people on the site in connection with the execution of the works, and if the same shall not have been erected or constructed, according to approved standards, the Client / Engineer-In-Charge shall have power to give notice in writing to the contractor(s) requiring that the said huts and sanitary arrangements be remodeled and / or reconstructed according to approved standards, and if the contractor(s) shall fail to remodel or reconstruct such huts and sanitary arrangements according to approved standards within the period specified in the notice, the Client / Engineer-In-Charge shall have the power to remodel or reconstruct such huts and sanitary arrangements according to approved standards at the cost of the contractor(s).

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

- (i) (a) The minimum height of each hut at the eaves level shall be 2.10m (7 ft.) and the floor area to be provided will be at the rate of 2.7 sq.m. (30 sq.ft.) for each member of the worker's family staying with the labourer.
- (b) The contractor(s) shall in addition construct suitable cooking places having a minimum area of 1.80m x 1.50m (6'x5') adjacent to the hut for each family.
- (c) The contractor(s) shall also construct temporary latrines and urinals for the use of the labourers each, on the scale of not less than four per each one hundred of the total strength, separate latrines and urinals being provided for women.
- (d) The contractor(s) shall construct sufficient number of bathing and washing places, one unit for every 25 persons residing in the camp. These bathing and washing places shall be suitably screened.
- (ii) (a) All the huts shall have walls of sun-dried or burnt-bricks laid in mud mortar or other suitable local materials as may be approved by the Engineer-In-Charge. In case of sun-dried bricks, the walls should be plastered with '*mud gobi*' on both sides. The floor may be '*kutcha*' but plastered with '*mud gobi*' and shall be at least 15 cm (6") above the surrounding ground. The roofs shall be laid with thatch or any other materials as may be approved by the Client / Engineer-In-Charge and the contractor shall ensure that throughout the period of their occupation, the roofs remain water-tight.
- (b) The contractor(s) shall provide each hut with proper ventilation.
- (a) All doors, windows, and ventilators shall be provided with suitable leaves for security purposes.
- (b) There shall be kept an open space of at least 7.2m (8 yards) between the rows of huts which may be reduced to 6m (20 ft.) according to the availability of site with the approval of the Engineer-In-Charge. Back to back construction will be allowed.

	<ul style="list-style-type: none"> <li>(iii) Water Supply - The contractor(s) shall provide adequate supply of water for the use of labourers. The provisions shall not be less than two gallons of pure and wholesome water per head per day for drinking purposes and three gallons of clean water per head per day for bathing and washing purposes. Where piped water supply is available, supply shall be at stand posts and where the supply is from wells or river, tanks which may be of metal or masonry, shall be provided. The contractor(s) shall also at his / their own cost make arrangements for laying pipe lines for water supply to his / their labour camp from the existing mains wherever available, and shall pay all fees and charges thereof.</li> <li>(iv) The site selected for the camp shall be high ground, removed from jungle.</li> <li>(v) Disposal of Excreta- The contractor(s) shall make necessary arrangements for the disposal of excreta from the latrines by trenching or incineration which shall be according to the requirements laid down by the Local Health Authorities. If trenching or incineration is not allowed, the contractor(s) shall make arrangements for the removal of the excreta through the Municipal Committee / authority and inform it about the number of labourers employed so that arrangements may be made by such  Committee / authority for the removal of the excreta. All charges on this account shall be borne by the contractor and paid direct by him to the Municipality / authority. The contractor shall provide one sweeper for every eight seats in case of dry system.</li> <li>(vi) Drainage - The contractor(s) shall provide efficient arrangements for drainage away of sullage water so as to keep the camp neat and tidy.</li> <li>(vii) The contractor(s) shall make necessary arrangements for keeping the camp area sufficiently lighted to avoid accidents to the workers.</li> <li>(viii) Sanitation - The contractor(s) shall make arrangements for conservancy and sanitation in the labour camps according to the rules of the Local Public Health and Medical Authorities.</li> </ul>
<p><b>34.0</b></p>	<p><b>Release of Security Deposit / Retention Money after Labour Clearance</b></p> <p>Security Deposit / 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 Security Deposit / Retention Money will be released if otherwise due.</p>
<p><b>35.0</b></p>	<p><b>Secured Advance Against Non-Perishable Materials</b></p> <p>Interest free secured advance up-to a maximum of 75% (seventy five percent) of the cost / Market Value of the Materials or the 75% (seventy five percent) 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. The advance will be paid only on submission of Indemnity Bond in the prescribed pro-forma.</p> <p>The contractor shall construct suitable go-down at the site of work for safe storage of the</p>

	<p>materials against any possible damages due to sun, rain, dampness, fire, theft etc. at his own cost. He shall also employ necessary watch &amp; ward establishment for the purpose at his costs and risks.</p> <p>Such secured advance shall also be payable on other items of perishable nature, fragile and combustible with the approval of the Client / Engineer-In-Charge provided the contractor provides a comprehensive insurance cover for the full cost of such materials. The decision of the Client / 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.</p> <p><b>35.1 Recovery of Secured Advance</b></p> <p>When materials on account of which an advance has been made under clause 35.0 are incorporated in the work, the amount of such advance shall be recovered / deducted from the next payment made under any of the clauses of this contract.</p> <p>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 (Annexure-III) shall be charged on the outstanding advance amount which shall be recovered / deducted on monthly basis.</p>
36.0	<p><b>Measurements of Works</b></p> <p><b>36.1</b> The Client / Engineer-In-Charge shall, except as otherwise stated, ascertain and determine by measurement the value of work done in accordance with the Contract.</p> <p>Except where any general or detailed description of the work expressly shows to the contrary, measurement shall be taken in accordance with the procedure set forth in the CPWD Specification. In the case of items which are not covered by specifications, mode of measurement as specified in the Technical Specifications of the contract and if for any item no such technical specification is available, then a relevant standard method of measurement issued by the Bureau of Indian Standard shall be followed.</p> <p>Provided further that, In case of Cancellation / Determination of contract in Full or in Part in accordance with clause 72.2. (and its sub-clauses), following methodology shall be adopted in respect of measurements in addition to what has been mentioned in foregoing:</p> <p><b>36.2</b> All Measurements and levels shall be taken jointly by the Client / Engineer-In-Charge or his authorized representative and by the contractor or his authorized representative from time to time during the progress of the work and such measurements shall be signed and dated by the Client / Engineer-In-Charge and the contractor or their representatives in token of their acceptance. If the contractor objects to any of the measurements recorded, a note shall be made to that effect with reason and signed by both the parties.</p> <p><b>36.3</b> If for any reason the contractor or his authorized representative is not available and the work of recording measurements is suspended by the Client / Engineer-In-Charge or his representative, the Client / Engineer-In-Charge and EPI shall not entertain any claim from contractor for any loss or damages on this account. If the contractor or his authorized representative does not remain present at the time of such measurements after the contractor or his authorized representative has been given a notice in writing three (3) days in advance or fails to countersign or to record objection within a week from the date of the measurement, then such measurements recorded in his absence by the Client / Engineer-In-Charge or his representative shall be deemed to be accepted by the contractor. The contractor shall, without extra charge, provide all assistance</p>

with every appliance, labour and other things necessary for measurements and recording levels.

**36.5** 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.

**36.6 Computerized Measurement Books**

Client / 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 / ERP software system 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 Client / Engineer-In-Charge or his authorized representative as per interval or program fixed in consultation with Client / 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 Client / Engineer-In-Charge for the dated signatures by the Client / 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 Client / 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 Client / 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 Client / 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.

	<p>Client / 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.</p>
<p><b>37.0</b></p>	<p><b>PAYMENTS</b></p> <p><b>37.1</b> All running / interim payments shall only be made as per the payment stages and execution milestone specified in the tender document, and shall be regarded as payments by way of advance 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 the 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 the 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 Bills should be accompanied by tax invoices as per applicable tax laws.</p> <p>It may be noted that GST shall be recoverable as extra on all applicable recoveries e.g. Workmen recovery, LD etc. made from the bills of contractor.</p> <p><b>37.2</b> 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 a delay in the release the corresponding payment by EPI to the contractor shall not entitle the contractor to any compensation / interest from EPI.</p> <p><b>37.3</b> All payments shall be released by way of e-transfer through RTGS in India directly at their Bank account by EPI. GST shall also be recoverable as extra from all applicable recoveries e.g. Workmen recovery, LD etc. made from the bills of contractor.</p> <p><b>37.4 Direct payment to Sub-vendor / Sub-contractor against Work done bills–Request of contractor shall have to be accompanied by an Indemnity bond.</b></p> <p>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 &amp; progress of work.</p> <ol style="list-style-type: none"> <li>a) Initiation of Insolvency proceedings against contractor, (On request of Resolution Professional (RP) appointed by the Insolvency and Bankruptcy Board (IBB),</li> <li>b) Freezing of contractor's Bank Account,</li> <li>c) Automatic debit from contractor's Bank Account by the bank or any other creditor,</li> </ol>

	<p>or by any statutory Authority etc.</p> <p>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</p> <p>Where EPI agrees to release payment directly to the sub-vendor / sub-contractor, the contractor shall submit the following documents / details for every payment.</p> <p>i) Request letter by authorized signatory of contractor stating the reasons for direct payments.</p> <p>ii) Indemnity bond in the prescribed format, enclosed as Performa.</p> <p>iii) The acceptance of Indemnity bond shall be decided with concurrence of RO In-Charge</p> <p>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.</p> <p>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.</p> <p>Indemnity Bond shall be applicable case to case basis in order to protect interest of EPI in line with timely completion of project.</p> <p>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.</p> <p>The decision of EPI shall be final and binding whether to accept or deny direct payment to sub-vendors / sub-contractors.</p> <p><b>Note :- (This indenture has to be submitted in a stamp paper of appropriate value* duly notarized) As applicable to the State / UTs on the date of issue.</b></p>
<p><b>38.0</b></p>	<p><b>Work On Sundays, Holidays and During Night</b></p> <p>For carrying out work on Sunday and Holidays or during night, the contractor will approach the Client / Engineer-In-Charge or his representative at least two days in advance and obtain his permission. The Client / 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.</p>
<p><b>39.0</b></p>	<p><b>No Idle Charges Towards Labour or Plant &amp; Machinery Etc.</b></p> <p>No idle charges or compensation shall be paid for idling of the contractor's labour, staff or Plant &amp; Machinery etc. on any ground or due to any reason whatsoever. EPI will not entertain any claim in this respect.</p>
<p><b>40.0</b></p>	<p><b>Work to be Executed in Accordance With Specifications, Drawings, Orders, Etc.</b></p> <p>The works shall be carried out as per the CPWD / MORTH (as the case may be) specifications, drawings and instructions of the Client / Engineer-In-Charge of EPI and the rates shall</p>

	<p>include for supply of required materials including proper storage, consumables, skilled &amp; unskilled labour, supervision and tools, tackles, plant &amp; machinery complete as called for in the detailed specifications and conditions of the contract. Latest updated CPWD specification / Client Specification shall be followed for execution of work.</p> <p>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 Client / Engineer-In-Charge and the contractor shall be furnished free of charge one copy of the contract Documents together with Specifications, Designs, Drawings.</p> <p>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.</p>
<p><b>41.0</b></p>	<p><b>Direction for Works</b></p> <p><b>41.1</b> All works to be executed under the contract shall be executed under the direction and subject to approval in all respect of the Client / 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.</p> <p><b>41.2</b> The Client / 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 Client / Engineer-In-Charge and carry out compliance of instructions promptly to the satisfaction of Engineer-In-Charge.</p>
<p><b>42.0</b></p>	<p><b>Order of Precedence of Documents</b></p> <p><b>42.1</b> In case of difference, contradiction, discrepancy, dispute with regard to Conditions of contract, Specifications, Drawings, Bill of Quantities / Price Quoting Sheet and Rates quoted by the contractor and other documents forming part of the contract, the following shall prevail in order of precedence.</p> <ul style="list-style-type: none"> <li>i) Letter of Acceptance, contract Agreement, along with statement of agreed variations and its enclosures, if any</li> <li>i) Addendum / Corrigendum / Clarifications (if any)</li> <li>iii) Stage Payment Schedule</li> <li>iv) Special Conditions of contract.</li> <li>v) Technical specifications (General / Special Technical Specification) as given in the Tender Documents. Relevant B.I.S. Codes</li> <li>vi) General Conditions of contract.</li> <li>vii) Schedule of Finishes included in Tender Document</li> <li>viii) Description of Work in "Scope of Work", and Design Basis Report</li> </ul>

	<ul style="list-style-type: none"> <li>ix) Drawings included in Tender Document</li> <li>x) NIT / ITT / General Conditions of Contract.</li> <li>xi) CPWD / MORTH or Local Authorities' specifications and Analysis of Rates) updated with correction slips issued up to last date of receipt of tenders.</li> <li>xii) Relevant Quality Codes including National Building Code 2016, B.I.S. Codes, RDSO standards, etc.</li> <li>xiii) Between two or more clauses of this contract, the provisions of a specific clause relevant to the issue under consideration shall prevail over those in other clauses;</li> <li>xiv) Between any value written in numerals and that in words, the latter shall prevail</li> <li>xv) E-Mail, Letter of Acceptance detailed letter of Work Order along with statement of agreed variations and its enclosures.</li> <li>xvi) If there are varying or conflicting provisions made in any one document forming part of the contract, the Client / 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.</li> </ul>
<p><b>43.0</b></p>	<p><b>Time Schedule &amp; Progress</b></p> <p><b>43.1</b> 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.</p> <p><b>43.2</b> The contractor shall also furnish, as per the time-schedule as intimated / directed by Engineer-In-Charge of EPI in LOA or afterwards in the kick-off meeting, a CPM network / PERT chart / Bar Chart for completion of work within stipulated time. This will be duly got approved from, Engineer-In-Charge of EPI and shall be in conformity with Execution Milestones included in 'SCC' or the 'Annexure-III-A to NIT'. This approved Network / PERT Chart shall form a part of the agreement. Achievement of milestones as well as total completion has to be within the time period allowed.</p> <p><b>43.3</b> 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.</p> <p><b>43.4</b> 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 Client / Engineer-In-Charge 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. 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.</p> <p><b>43.5</b> If at any time, it appears to the Client / Engineer-In-Charge that the actual progress of work does not conform to the approved programme referred above, the contractor</p>

	<p>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.</p> <p><b>43.6</b> Contractor shall submit (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. The photographs of the project taken on last day of every month indicating progress of work (in soft copies) shall be attached along with the physical progress reports to be submitted to Engineer-in-charge</p> <p><b>43.7</b> 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.</p>
<p><b>44.0</b></p>	<p><b>Water and Electricity</b></p> <p>The contractor shall make his own arrangement for Water(conforming to quality / standard prescribed for the particular use that water is brought into) &amp; 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 &amp; electricity to ensure un-interrupted supply.</p>
<p><b>45.0</b></p>	<p><b>Materials to Be Provided By the contractor</b></p> <p>The contractor shall, at his own expense, provide all materials, required including Cement &amp; Steel for the works. (Except those if mentioned in Memorandum)</p> <p>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 Client / Engineer-In-Charge regarding compliance of the material so procured.</p> <p>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.</p> <p>The Client / 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 Client / 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 Client / Engineer-In-Charge shall also have full power to require other proper materials to be substituted thereof and in case of default, the Client / 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.</p> <p>The contractor shall ensure that the materials are brought to site in original sealed containers or packing bearing manufacturer's markings and brands (except where the quantity required</p>

	<p>is a fraction of the smallest packing). Materials not complying with this requirement shall be rejected. The empty containers of such materials shall not be destroyed / disposed-off without the permission of EPI.</p> <p>The contractor shall produce receipted vouchers showing quantities of the materials to satisfy Client / Engineer-In-Charge that the materials comply with the specifications. These vouchers shall be endorsed, dated and signed by the contractor. A certified copy of each such vouchers signed both by EPI and the contractor shall be kept on record.</p> <p><b>45.1 Cement and Cement Godown</b></p> <p>Cement shall be procured by contractor confirming to BIS: 8112 and / or BIS: 1489 specification latest edition or higher grade as per approved list attached. The cement shall be procured directly from the reputed manufacturers / stockiest as per approved list of EPIL. 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 effects. The cement go-down shall be constructed by the contractor as per the drawing in CPWD specifications at his own cost. The cement will remain under double lock, one from EPIL and other from contractor. The cement in bags shall be stored in go-downs 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.</p>
<p><b>46.0</b></p>	<p><b>Schedule of Quantities / Bill of Quantities / Price Quoting Sheet</b></p> <p><b>46.1</b> The quantities shown against the various items of work are only approximate quantities, which may vary as per the actual requirement at Site. . No item which is not covered in the Bill of Quantities / Price Quoting Sheet shall be executed by the contractor without the approval of the EPI. In case any Extra / Substituted item is carried out without specific-approval, the same will not be paid</p>
<p><b>47.0</b></p>	<p><b>Anti-Termite Treatment &amp; Water Proof Treatment</b></p> <p><b>47.1</b> 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.</p> <p><b>47.2</b> <b>47.1</b> 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 retreatment 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 Client / Engineer-In-Charge of EPI shall be final and binding upon him.</p> <p><b>47.3</b> Re-treatment if required shall be attended to and carried out by the contractor within fifteen days of the notice from Client / Engineer-In-Charge of EPI.</p> <p><b>47.4</b> 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</p>

	<p>re-treatment in accordance with the required concentration &amp; 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.</p> <p><b>47.5</b> Water proofing and Anti-termite treatment shall be got done through approved / specialized agencies only with prior approval of Engineer-In-Charge.</p> <p><b>47.6</b> 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.</p> <p><b>47.7</b> 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 Client / Engineer-In-Charge by the contractor at his cost and risk.</p> <p><b>47.8</b> 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.</p>
<p><b>48.0</b></p>	<p><b>Indian Standards</b></p> <p>Wherever any reference is made to any IS in any particular specifications, Drawings or Bill of Quantities / Price Quoting Sheet, it means the Indian Standards editions with the amendments current at the last date of receipt of Tender Documents.</p> <p><b>48.1 Use of Recycled Aggregate for Concrete at the Project:</b></p> <p>The contractor shall use Recycled Aggregate (RA) and Recycled Concrete Aggregate (RCA) i.e. manufactured aggregate and other recycled products such as screened soil, manufactured sand, brick sub-base, concrete bricks, pavers, tiles etc from construction and demolition (C&amp;D) waste, if available within 100 Km. from site of the work, in lean concrete, PCC and RCC and other related works at the project as per the guidelines specified in IS:383: 2016. He shall also maintain a separate record regarding quantum of recycled aggregate / products used in the project.</p> <p>The contractor shall execute the project in such a manner that the quantity of '<u>products made from recycled C&amp;D waste</u>' specified in "Annexure – III" of the GCC (Contracting) (i.e. Memorandum to NIT) will be necessarily used in construction. In case the contractor fails to use the specified quantity of '<u>products made from recycled C&amp;D waste</u>', <u>a penalty of Rs. 250 per MT of the shortfall will be levied on the contractor.</u></p> <p>In situations where the prescribed quantity cannot be utilized by the contractor for reasons beyond his control, then the Engineer-In-Charge can waive-off the penalty for the shortfall.</p> <p><b>48.2 Use of Fly Ash Products</b></p> <p>As per MOE&amp;F guidelines, the contractor shall use Fly Ash products such as cement, concrete, bricks, blocks, tiles etc. or similar products or a combination or aggregate of them for the projects fall within the radius of 300 kms from a coal or lignite based thermal power plant.</p>
<p><b>49.0</b></p>	<p><b>Centering &amp; Shuttering</b></p> <p>Marine plywood only or steel plates of minimum thickness as approved by Client / Engineer-</p>

	<p>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 Client / Engineer-In-Charge of EPI depending upon the condition of shuttering surface after each use and the decision of Client / Engineer-In-Charge in this regard shall be final and binding on the contractor. Cost of all framework staging / 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.</p>
<b>50.0</b>	<p><b>Controlled Materials</b></p> <p>The following Controlled materials shall be brought to site after the approval of EPI.</p> <p>Water proofing compound. Cement Steel Primer / Paints / Varnish etc. Bitumen Chemical for Anti-Termite Treatment</p> <p>Any other materials as per discretion of EPI and required for project completion.</p>
<b>51.0</b>	<p><b>Records of Consumption of Cement &amp; Steel</b></p> <p><b>51.1</b> 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.</p> <p><b>51.2</b> The register of cement &amp; 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.</p> <p><b>51.3</b> 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.</p> <p>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.</p>
<b>52.0</b>	<p><b>Materials and Samples</b></p> <p><b>52.1</b> 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 Client / Engineer-In-Charge for prior approval. In exceptional circumstances Client / 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.</p>

In case single brand / make is mentioned, other equivalent makes / brands may be considered by the Client / 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 Client / 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 at least one week before its expiry date / periodically / whenever so required by the Client / Engineer-In-Charge and shall submit the results of such calibration without delay.

The contractor(s) shall display the calibration certificate of each equipment at the location of equipment

	<p>All field test shall be carried out in the presence of EPI's representative. All costs towards samples, materials, collection, transport, manpower, testing etc. shall be borne by the contractor and are deemed to be included in the rates quoted by him in the Bill of Quantities / Price Quoting Sheet.</p>
<b>53.0</b>	<p><b>Tests and Inspection</b></p> <p><b>53.1</b> 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.</p> <p><b>53.2 Works to be Open to Inspection</b></p> <p>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.</p> <p>The contractor shall provide safe and approachable access to the site / structure for inspections including installation of inspection lifts where the height of the building / structure is 25m or more. The expenditure incurred towards installation of inspection lifts is to be borne by the contractor and is deemed to be included in contractor's bid amount.</p> <p>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.</p>
<b>54.0</b>	<p><b>Borrow Areas</b></p> <p>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 / Price Quoting Sheet shall be deemed to include the same.</p>
<b>55.0</b>	<p><b>Bitumen Work</b></p> <p>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.</p> <p>The contractor shall collect the total quantity of tar or bitumen required for the work as per standard formula, before the process of painting started and shall hypothecate it to the Engineer-In-Charge. Although the materials are hypothecated to EPI the contractor undertakes the responsibility for their proper watch, safe custody and protection against all risks. The materials shall not be removed from site of work without the written consent of the Engineer-in-charge.</p>

	<p>If any bitumen or tar remains unused on completion of the work on account of lesser use of materials in actual execution for reasons other than authorized changes of specifications and abandonment of portion of work, a corresponding deduction equivalent to the cost of unused materials as determined by the Client / Engineer-In-Charge shall be made and the material return to the contractors.</p>
<b>56.0</b>	<p><b>Care of Works</b></p> <p>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.</p>
<b>57.0</b>	<p><b>Work in Monsoon and Dewatering</b></p> <p>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. The stipulated period for completion of project includes the monsoon period, holidays &amp; festivals.</p>
<b>58.0</b>	<p><b>No Compensation for Foreclosure / Cancellation / Reduction of Works by EPI / Owner</b></p> <p>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 Client / 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 foreclosure of the whole or part of the works.</p>
<b>59.0</b>	<p><b>Restriction on Subletting</b></p> <p><b>59.1</b> The sub-contracting, excluding design work shall be limited to 40% of the contract value. The value of a sub-contract, other than for design work and bought out items as and when awarded, should be intimated by the contractor to the Client / Engineer-In-Charge and it should also be certified that the cumulative value of the sub-contracts awarded so far is within the aforesaid limit of 40%. A copy of the contract between the contractor and sub-contractor shall be given to the Client / Engineer-In-Charge within 15 days of signing and in any case not later than 7 days before the sub-contractor starts the work and thereafter the contractor shall not carry any modification without the consent in writing of the Engineer-In-Charge. The terms and conditions of sub-contracts and the payments that have to be made to the sub-contractors shall be the sole responsibility of the contractor. Payments to be made to such sub-contractors will be deemed to have been included in the contract price of the contractor. However, for major sub-contracts (each costing Rs. 50 Lacs or above), it will be obligatory on the part of the contractor to obtain consent of EPI. EPI will give its consent after assessing and satisfying itself of the capability, experience and equipment resources of the sub-contractor. In case EPI intends to withhold its consent, then EPI will inform the contractor within 15 days to enable the contractor to make alternative arrangement to fulfil his programme. Sub-contracting any part of work, however, does not absolve contractor from his responsibility for quality of final product However,</p> <p><b>59.2</b> The contractor may entrust specialized items of works like MEP services, HVAC, Lifts, Building Management System, Water Proofing, and Data &amp; Communication networking,</p>

	<p>interiors, landscaping etc. to the agencies specialized in the specific trade. The contractor shall give the names and details of such firm whom it is going to employ for approval of Engineer-In-Charge. These details shall include the expertise, financial status, technical manpower, equipment, resources and list of works executed and on hand of the specialist agency. Further, prior written approval is required from EPI to deploy such agency / sub-contractor.</p> <p><b>59.3</b> The terms &amp; conditions applicable to the contractor in respect of the proposed sub-contract, the same terms &amp; conditions shall be imposed on the subcontractor to enable the contractor to comply with his obligations under the contract with EPI.</p> <p>The sub-contractor should fulfill the qualifying criteria for contractor for the proposed value of sub-contract similarly provided in the NIT of the project.</p> <p><b>59.4</b> Notwithstanding any consent to sub-contract given by the Client / Engineer-In-Charge if in his opinion it is considered necessary, the Client / Engineer-In-Charge shall have full authority to order the removal of any sub-contractor from the site or off-site place of manufacture or storage.</p>
<p><b>60.0</b></p>	<p><b>Prohibition of Unauthorized Construction &amp; Occupation</b></p> <p>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.</p> <p>It shall be the responsibility of the contractor to see that the building under construction is not occupied by anybody in un-authorized manner during construction, and is handed over to the Client / Engineer-In-Charge with vacant possession of complete building. If such building though completed is occupied illegally, then the Client / Engineer-In-Charge shall have the option to refuse to accept the said building / buildings in that position. Any delay in acceptance on this account will be treated as the delay in completion and for such delay, a levy of compensation upto 5% of tendered value of work may be imposed by the Client / Engineer-In-Charge whose decision shall be final both with regard to the justification and quantum and shall be binding on the contractor.</p> <p>However, the Engineer-In-Charge, through a notice, may require the contractor to remove the illegal occupation any time on or before construction and delivery.</p>
<p><b>61.0</b></p>	<p><b>Co-ordination with Other Agencies</b></p> <p>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.</p>
<p><b>62.0</b></p>	<p><b>Setting Out of the Works</b></p> <p><b>62.1</b> 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.</p> <p><b>62.2</b> 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</p>

	such reference points shall be in relation to the levels and locations, given in the Architectural, Plumbing and other services Drawings.
<b>63.0</b>	<p><b>Notice Before Covering Up the Work</b></p> <p>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 Client / 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.</p>
<b>64.0</b>	<p><b>Site Clearance</b></p> <p><b>64.1</b> 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.</p> <p><b>64.2</b> 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.</p>
<b>65.0</b>	<p><b>Valuable Articles Found at Site</b></p> <p>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.</p>
<b>66.0</b>	<p><b>Materials Obtained from Dismantlement to Be Owner's Property</b></p> <p>All materials like stone, boulders and other materials obtained in the work of dismantling, excavation etc. will be considered EPI / owner property and such materials shall be disposed-off to the best advantage of EPI / owner according to the instructions in writing issued by the Engineer-in-charge.</p>
<b>67.0</b>	<p><b>Set-Off of Contractor's Liabilities</b></p> <p>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 Security Deposit / Retention Money and proceeds of Performance Guarantee and from any other contract being executed by the contractor for EPI.</p>
<b>68.0</b>	<p><b>Materials Procured with the Assistance of EPI</b></p> <p>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</p>

	<p>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 the Client / Engineer-In-Charge shall determine having due regard to the conditions of materials. The price allowed to the contractor, however, shall not exceed the amount charged to him excluding the element of storage charges which shall be 10% plus applicable GST of the cost charged to contractor. The decision of the Client / Engineer-In-Charge shall be final and conclusive.</p> <p>contractor(s) has / have to deploy security personnel for safeguarding of materials procured at site.</p>
69.0	<p><b>Alteration in Specification, Design &amp; Drawing</b></p> <p><b>69.1 The Client / Engineer-In-Charge shall have power</b></p> <ul style="list-style-type: none"> <li>(i) 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,</li> <li>(ii) to omit part of the works in case of non-availability of a portion of the site or for any other reasons and the contractor shall be bound to carry out the works in accordance with any instructions given to him in writing signed by the Client / Engineer-In-Charge and such alterations, omissions, additions, or substitutions shall form part of the contract as if originally provided therein and any altered, additions or substituted works which the contractor may be directed to do in the manner specified above as part of the work, shall be carried out by the contractor on the same conditions in all respects including price on which he agreed to do the main work except as hereunder provided:</li> </ul> <p><b>69.2</b> The time for the completion of the work shall, in the event of any deviations resulting in additional cost over the tendered value sum being ordered be extended, if requested by the contractor, as follows:</p> <ul style="list-style-type: none"> <li>(i) in the proportion which the additional cost of the altered, additional or substituted work bears to the original tendered value plus</li> <li>(ii) 25% of the time calculated in (i) above or such further additional time as may be considered reasonable by the Engineer-In-Charge.</li> </ul> <p><b>69.3</b> In the case of extra item(s) / work, the contractor may within fifteen days of receipt of order claim rates, supported by proper analysis, for the work and the engineering-charge shall within one month of the receipt of the claims supported by analysis, after giving consideration to the analysis of the rates submitted by the contractor, determine the rates on the basis of the market rates and agree with the contractor that extra items shall be paid in accordance with the rates so determined &amp; mutually agreed.</p> <p>In the case of substituted items (items that are taken up with partial substitution or in lieu of items of work in the contract), the rate for the agreement item (to be substituted) and substituted item shall also be determined in the manner as mentioned in the following Para:</p> <ul style="list-style-type: none"> <li>(a) If the market rate for the substituted item so determined is more than the market rate of agreement item (to be substituted), the rate payable to the contractor for the substituted item shall be the rate for the agreement item (to be substituted) so increased to the extent of the difference between the market rates of substituted item and the agreement item (to be substituted).</li> <li>(b) If the market rate for the substituted item so determined is less than the market rate of the agreement (to be substituted), the rate payable to the contractor for the substituted item shall be the rate for the agreement item (to be substituted)</li> </ul>

	<p>so decreased to the extent of the difference between the market rates of substituted item and the agreement item (to be substituted)</p> <p><b>69.4</b> The contractor shall send to the Client / 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 Client / Engineer-In-Charge which he has executed during the preceding quarter failing which the contractor shall be deemed to have waived his right. However, the Client / Engineer-In-Charge may authorize consideration of such claims on merits.</p> <p><b>69.5</b> Market Rates to be determined as per various sub-clauses under the clause 6.0 shall be on the basis of <b>prevailing rates of Material excluding GST (unless mentioned otherwise), Relevant Labour authority rate for Labour, market rates of T&amp;P etc. plus 15% towards contractors' Profits and Overheads.</b></p> <p>The following factors may be considered in the justification of rates on which <b>contractor's overhead &amp; profit</b> shall not be applicable:</p> <ul style="list-style-type: none"> <li>➤ Buildings and Other Construction Worker Cess as applicable in the state of work place</li> <li>➤ EPF (Employer Contribution) component, as per EPF act on the portion of labour's wages</li> <li>➤ GST on works contract</li> </ul> <p><b>69.6.</b> Any such deviations / alteration / addition / substitution / deletions are subject to maximum 10%, subject to within approved budget by EPI and also approval by Client as the case may be .</p>
<p><b>70.0</b></p>	<p><b>Action and Compensation Payable in Case of Bad Work</b></p> <p>If it shall appear to the Client / 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 unskillful 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 Client / 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 Client / 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 Client / 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.</p> <p><b>70.1 Action in Case Work Not Done as Per Specifications</b></p> <p>All works under or in course of execution or executed in pursuance of the contract, shall at all times be open and accessible to the inspection and supervision of the Engineer-in-charge, his authorized subordinates in charge of the work and all the superior officers, officer of the Quality Assurance Unit of the EPI or any organization</p>

	<p>engaged by the EPI for Quality Assurance and of the Chief Technical Examiner's Office, and the contractor shall, at all times, during the usual working hours and at all other times at which reasonable notice of the visit of such officers has been given to the contractor, either himself be present to receive orders and instructions or have a responsible agent duly accredited in writing, present for that purpose. Orders given to the contractor's agent shall be considered to have the same force as if they had been given to the contractor himself.</p> <p>If it shall appear to the Client / Engineer-In-Charge or his authorized subordinates in-charge of the work or to the officer of Quality Assurance or his subordinate officers or the officers of the organization engaged by the EPI for Quality Assurance or to the Chief Technical Examiner or his subordinate officers, that any work has been executed with unsound, imperfect, or unskillful workmanship, or with materials or articles provided by him for the execution of the work which are unsound or of a quality inferior to that contracted or otherwise not in accordance with the contract, the contractor shall, on demand in writing which shall be made within twelve months of the completion of the work from the Client / Engineer-In-Charge specifying the work, materials or articles complained of notwithstanding that the same may have been passed, certified and paid for forthwith rectify, or remove and reconstruct the work so specified in whole or in part, as the case may require or as the case may be, remove the materials or articles so specified and provide other proper and suitable materials or articles at his own charge and cost. In the event of the failing to do so within a period specified by the Client / Engineer-In-Charge in his demand aforesaid, then the contractor shall be liable to pay compensation at the same rate as under clause 72 of the contract (for non-completion of the work in time) for this default. In such case the Client / Engineer-In-Charge may not accept the item of work at the rates applicable under the contract but may accept such items at reduced rates as the Client / Engineer-In-Charge may consider reasonable during the preparation of on account bills or final bill if the item is so acceptable without detriment to the safety and utility of the item and the structure or he may reject the work outright without any payment and / or get it and other connected and incidental items rectified, or removed and re-executed at the risk and cost of the contractor. Decision of the Client / Engineer-In-Charge to be conveyed in writing in respect of the same will be final and binding on the contractor.</p>
<p><b>71.0</b></p>	<p><b>Possession Prior to Completion</b></p> <p><b>71.1</b> 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.</p> <p><b>71.2</b> 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 Client / 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 Client / Engineer-In-Charge shall also notify the contractor of any defect in the works affecting completion.</p>

**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 Client / 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 Client / Engineer-In-Charge and within thirty days of the receipt of such notice, the Client / 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 Client / 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 in the attached format at Annexure-4.8A in contract. Necessary support for the same, shall however, be provided by EPI. No payment of final bill shall be released to the contractor until final work completion certificate is obtained from client.

	<p>The contractor shall submit completion plan / as built drawings as required vide General Specifications for Electrical and other works as applicable within thirty days of the completion of the work. In case, the contractor fails to submit the completion plan as aforesaid, he shall be liable to pay a sum equivalent to 2.5% of the value of the work subject to a ceiling of Rs. 25,00,000/- (Rs. Twenty Five Lakhs only) as may be fixed by the Client / Engineer-In-Charge concerned and in this respect the decision of the Client / Engineer-In-Charge shall be final and binding on the contractor.</p>
72.0	<p><b>Compensation for Delay and Remedies</b></p> <p>If the contractor fails to maintain the required progress in terms of clause 72.4 or relevant clause of Special 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 (plus GST extra) as the Client / 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 Special 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.</p> <p><b>Compensation for delay of work @ 0.5% of the awarded value of contract, per week of delay.</b> 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 (exclusive of GST) or of the awarded value of the item or group of items of work (exclusive of GST) for which a separate period of completion is originally given.</p> <p>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</p> <p>In case, the contractor does not achieve a particular milestone mentioned elsewhere in the tender document or the re-scheduled milestone(s), the amount shown against that milestone shall be withheld, to be adjusted against the compensation levied at the final grant of Extension of Time. With-holding of this amount or failure to achieve a milestone, shall be automatic without any notice to the contractor. However, the withheld amount against the milestone shall be released on achieving that milestone subsequently. In case the contractor fails to achieve a milestone and subsequent milestone(s), the amount mentioned against each milestone(s) not completed shall be withheld combinely. Further, no interest, whatsoever, shall be payable on such withheld amount.</p> <p>If the delay of the work is on the part of EPI / Owner, EIC shall revise the milestone accordingly. However, no compensation shall be paid to the contractor on such delays, unless and until such delays are accepted by the client for payment of compensation.</p> <p><b>72.1 No Compensation Clause</b></p> <p>The contractor shall have no claim whatsoever for compensation or idle charges against EPI on any ground or for any reason, whatsoever, if not mentioned elsewhere in GCC / tender document.</p> <p><b>72.2 Cancellation / Determination of Contract in Full or Part</b></p> <p>Subject to other provisions contained in this clause, the Client / 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</p>

	<p>elapsed, by notice in writing absolutely determine the contract in full or in part in any of the following cases:</p> <ul style="list-style-type: none"> <li>i) If the contractor having been given by the Client / 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</li> <li>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 CLIENT / 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</li> <li>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</li> <li>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</li> <li>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</li> <li>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</li> <li>vii) If the contractor shall obtain a contract with EPI as a result of wrong tendering or other non-bonafide methods of competitive tendering; or</li> <li>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</li> <li>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</li> <li>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</li> </ul>
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- 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 Client / 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 Client / 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 Client / Engineer-In-Charge shall be conclusive evidence). Upon such determination or rescission the full Security Deposit / Retention Money recovered by EPI under the contract and 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-
- 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 Client / 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 Client / 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 Special 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 Client / 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 Security Deposit / Retention Money, 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 Client / 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 Client / Engineer-In-Charge shall have the right to sell any or all of the contractors 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 Client / 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 provision aforesaid the contractor shall not be entitled to recover or be paid any sum for any work thereof or actually performed under this contract unless and until the Engineer-In-Charge has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified. 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 Security Deposit / Retention Money & Performance Guarantee forfeited, these shall be limited to the amount by which the excess cost incurred by the EPI exceeds the Security Deposit / Retention Money & 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.

**72.2.1 Carrying Out Part Work at Risk & Cost of Contractor**

If contractor:

- (i) At any time makes default during currency of work or does not execute any part of the work with due diligence and continues to do so even after giving a notice in writing of 7 days in this respect from the Engineer-In-Charge; or
- (ii) Commits default in complying with any of the terms and conditions of the contract and does not remedy it or takes effective steps to remedy it within 7 days even after a notice in writing is given in that behalf by the Engineer-In-Charge; or
- (iii) Fails to complete the work(s) or items of work with individual dates of completion, on or before the date(s) so determined, and does not complete them within the period specified in the notice given in writing in that behalf by the Engineer-In-Charge.

The Client / Engineer-In-Charge without invoking action under clause 11.0 of contract may, without prejudice to any other right or remedy against the contractor which have either accrued or accrue thereafter to EPI, by a notice in writing to take the part work / part incomplete work of any item(s) out of his hands and shall have powers to:

- (a) Take possession of the site and any materials, constructional plant, implements, stores, etc., thereon; and / or
- (b) Carry out the part work / part incomplete work of any item(s) by any means at the risk and cost of the contractor.

The Client / Engineer-In-Charge shall determine the amount, if any, is recoverable from the contractor for completion of the part work / part incomplete work of any item(s) taken out of his hands and execute at the risk and cost of the contractor, the liability of contractor on account of loss or damage suffered by EPI because of action under this clause shall not exceed 10% of the tendered value of the work.

In determining the amount, credit shall be given to the contractor with the value of work done in all respect in the same manner and at the same rate as if it had been carried out by the original contractor under the terms of his contract, the value of contractor's materials taken over and incorporated in the work and use of plant and machinery belonging to the contractor. The certificate of the Client / Engineer-In-Charge as to the value of work done shall be final and conclusive against the contractor provided always that action under this clause shall only be taken after giving notice in writing to the contractor. Provided also that if the expenses incurred by the department are less than the amount payable to the contractor at his agreement rates, the difference shall not be payable to the contractor.

Any excess expenditure incurred or to be incurred by EPI in completing the part work / part incomplete work of any item(s) or the excess loss of 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 or as per agreement be recovered from any money due to the contractor on any account, and if such money is insufficient, the contractor shall be called upon in writing and shall be liable to pay the same within 30 days.

If the contractor fails to pay the required sum within the aforesaid period of 30 days, the Client / Engineer-In-Charge shall have the right to sell any or all of the contractors' unused materials, constructional plant, implements, temporary building at site etc. and adjust the proceeds of sale thereof towards the dues recoverable from the contractor under the contract and if thereafter there remains any balance outstanding, it shall be recovered in accordance with the provisions of the contract.

In the event of above course being adopted by the Engineer-In-Charge, the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any engagements or made any advance on any account or with a view to the execution of the work or the performance of the contract.

### **72.3 Contractor Liable to Pay Compensation Even if Action Not Taken**

In any case in which any of the powers conferred upon the Client / 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 Client / 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 Client / 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 Client / 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 Client / 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 Client / 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 Memorandum or 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 such time period as mentioned in MEMORANDUM (Annexure – III) or the date on which the Client / 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 & performance guarantee absolutely.

The Critical milestones to be achieved during execution of the contract within overall scheduled completion period and the amount to be withheld in case of non-achievement of the same are stated at Annexure-IIIA

**72.4.1** With issue of Letter of Acceptance the contractor shall submit following

- i Time-schedule as intimated / directed by Client / Engineer-In-Charge of EPI in LOA or afterwards in the kick-off meeting and Progress Chart (CPM / PERT / Quantified Bar Chart) and get it approved by the Client / Engineer-In-Charge.

The Chart shall be prepared in direct relation to the time stated in the contract documents for completion of items of the works / milestone(s) included in 'ACC' or Annexure-III to NIT'. 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 Client / Engineer-In-Charge and the contractor within the limitations of time stipulated in the contract documents and further to ensure good progress during the execution of the work. The physical progress report including photographs shall be submitted by the contractor on the prescribed format & the intervals (not exceeding one month) as decided by the Client / Engineer-In-Charge .

**72.4.2** If the work(s) be delayed by any of the following events / eventualities which directly or indirectly make it legally or physically impossible to carry-on of supplies or execution of works on the site, and which are unforeseeable or unusual as per norms / trends / practices in the trade:

- i) Force-majeure or
- ii) Abnormally bad weather, or
- iii) Serious loss or damage by fire, or
- iv) Civil commotion, rioting, WAR or local commotion of workmen, strike or lockout, affecting any or the trades employed on the work, or other similar issues of Law & Order
- v) Delay on the part of other contractors or tradesmen engaged by Client / 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 Client / Engineer-In-Charge but shall nevertheless use constantly his best endeavors to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Client / Engineer-In-Charge to proceed with the works.

**72.4.3** Request for rescheduling of milestones and extension of time, to be eligible for consideration, shall be made by the contractor in writing within fourteen days of the happening of the event causing delay on the prescribed form. The contractor may also, if practicable, indicate in such a request the period for which extension is desired. 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 a reasonable time of the date of receipt of such request. Non- application by the contractor for extension of time / rescheduling of milestone(s) shall not be a bar for giving a fair and reasonable extension by the Client / Engineer-In-Charge and the extension of time so given by the Client / Engineer-In-Charge shall be binding on the contractor.

**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 Security Deposit / 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 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 Client / Engineer-In-Charge or EPI will be kept withheld or retained as such by the Client / 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 Security Deposit / Retention Money & Security deposit returnable to him) under the contract may be withheld or retained by way of lien by the Client / Engineer-In-Charge or by EPI against any claim of the Client / 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 Client / 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 Client / Engineer-In-Charge or EPI will be kept withheld or retained as such by the Client / 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

	<p>ground in respect of any sum of money withheld or retained under this clause and duly notified as such to the contractor.</p>
<p><b>74.0</b></p>	<p><b>Defects Liability Period</b></p> <p>The contractor shall be responsible for the rectification of defects in the works for a period of twelve (12) months from the date of taking over of the works by the Owner / Client or as per Memorandum. 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.</p> <p>In addition to above, the contractor is also responsible for the rectification / reconstruction of any structural defect that occurs even after DLP period. The contractor is liable for the same in addition to rectification of defects in waterproofing and anti-termite treatment for a period of 10 years after the DLP.</p> <p>A suitable Indemnity Bond duly notarized for rectification / reconstruction of structural defect as explained above,</p>
<p><b>75.0</b></p>	<p><b>Force Majeure</b></p> <p>Any delay or failure of the performance of either party here to 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. The time for performance of the obligation by the parties shall be deemed to be extended for a period equal to the duration of the force majeure event. Both parties shall make their best efforts to minimize the delay caused by the force majeure event. If the failure / delay of the client / owner in handing over the entire site and / or in releasing the funds continues even on the expiry of the stipulated date of completion, EPI, may, at the request of the contractor, foreclose the contract without any liability to either party. In the event of such foreclosure, the contractor shall not be entitled to any compensation whatsoever. If prior to such foreclosure the contractor has brought any materials to the site, the Client / Engineer-In-Charge shall always have the option of taking over of all such materials at their purchase price or at the local current rates, whichever is lower.</p>
<p><b>76.0</b></p>	<p><b>Dispute Resolution:</b></p> <p><b>Amicable Resolution</b></p> <p>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:</p> <p><b>Mutual Settlement of Disputes:</b> - 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.</p> <p>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.</p>

	<p>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:</p> <p><b>Mediation</b></p> <p>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.</p> <p><b>Dispute between Govt. bodies</b></p> <p>“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 &amp; 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.”</p> <p><b>Jurisdiction</b></p> <p>The courts in New Delhi alone will have jurisdiction to deal with matters / disputes arising there from, to the exclusion of all other courts.</p>
77.0	<p><b>Suspension of Works</b></p> <p>(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 Client / Engineer-In-Charge may consider necessary for any of the following reasons:</p> <ul style="list-style-type: none"> <li>i On account of any default on part of the contractor, or</li> <li>ii For proper execution of the works or part thereof for reason other than the default of the contractor, or</li> <li>iii For safety of the works or part thereof.</li> </ul> <p>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.</p> <p>(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% for completion period. No adjustment of contract price will be allowed for reasons of such suspension.</p> <p>(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.</p> <p>(d) The contractor shall resume work in all earnestness after suspension has been lifted by EPI.</p>
78.0	<p><b>Termination of Contract on Death of contractor</b></p> <p>If the contractor is an individual or a proprietorship concern and the individual or the proprietor dies then unless the Client / Engineer-In-Charge is satisfied that the legal representatives of</p>

	<p>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 Client / 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 &amp; remedies available to the Client / Engineer-In-Charge under the contract. The decision of the Client / 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.</p>
<p><b>79.0</b></p>	<p><b>Clarification after Tender Submission</b></p> <p>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.</p>
<p><b>80.0</b></p>	<p><b>Addenda / Corrigenda</b></p> <p>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.</p>
<p><b>81.0</b></p>	<p><b>Quality Assurance Programme</b></p> <p>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 carryout 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:</p> <ol style="list-style-type: none"> <li>a) His organization structure for the management and implementation of the proposed Quality Assurance Program.</li> <li>b) Documentation control system.</li> <li>c) The procedure for procurement of materials and source inspection.</li> <li>d) System for site controls including process controls.</li> <li>e) Control of non-conforming items and systems for corrective actions.</li> <li>f) Inspection and test procedure for site activities.</li> <li>g) System for indication and appraisal of inspection status.</li> <li>h) System for maintenance of records.</li> <li>i) System for handling, storage and delivery.</li> <li>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.</li> </ol> <p>All the quality reports (i.e. checklists &amp; registers) shall be maintained / submitted by the contractor as per EPI QA-QC manual. Checklists &amp; Registers enclosed in the QA-QC manual</p>

	<p>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 Client / 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 Client / Engineer-In-Charge shall be deemed to be included in the contractor's quoted rates.</p>
<b>82.0</b>	<p><b>Approval of Temporary / Enabling Works</b></p> <p>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.</p> <p>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 / Price Quoting Sheet shall be deemed to include the cost of enabling works.</p>
<b>83.0</b>	<p><b>Contract Coordination Procedures, Coordination Meetings and Progress Reporting</b></p> <p>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 for the purpose of execution of the contract.</p> <p>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.</p> <p>During the execution of the work, contractor shall submit at his own cost detailed monthly progress report to the Client / 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.</p> <p>For the contracts having tendered value Rs. 100 Crore and above, the contractor shall arrange and provide a system of real time monitoring of project by installing adequate numbers of good quality IP based cameras at all critical locations of the project having Pan / Tilt / Zoom (PTZ) capability duly integrated with cloud thereby providing facility of accessing photographs showing progress of construction from anywhere and anytime to monitor the status of the project.</p>
<b>84.0</b>	<p><b>Contract Agreement</b></p> <p>The contractor shall enter into a contract agreement with EPI within 21 days of the Letter of Acceptance or within such extended time frame, as may be granted by EPI subject to verification of Performance Guarantee. 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.</p>
<b>85.0</b>	<p><b>Manner of Execution of Agreement</b></p> <p>i) The agreement as per prescribed Performa as enclosed to the this GCC or Special Conditions of contract (as per the clause of Order of Preference of Documents) shall</p>

	<p>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 authorized 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.</p> <p>ii) The agreement will be signed in five originals and the contractor shall be provided with one signed original and the other four originals will be retained by the EPI</p> <p>iii) The contractor shall provide free of cost to the EPI all the Engineering data, drawings and descriptive materials submitted along with the tender, in at least three (3) copies to form an integral part of the agreement within seven 7 days after issuing of Letter of Acceptance.</p> <p>iv) Subsequent to signing of the agreement, the contractor at his own cost shall provide to the EPI with at least five (5) true hard bound copies of agreement within thirty (30) days of its signing.</p>
<b>86.0</b>	<p><b>Purchase Preference to Public Sector Enterprises</b></p> <p>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.</p>
<b>87.0</b>	<p><b>Change in Firm's Constitution to be Intimated</b></p> <p>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).</p>
<b>88.0</b>	<p><b>Compliance with ISO Procedures</b></p> <p>EPI is an ISO-9001: 2015, ISO 14001: 2015, ISO 45001 : 2017 and ISO / ISE 27001 : 2013 Company. The conditions of the ISO as applicable shall be followed by the contractor for implementation &amp; maintaining the established procedures of EPI.</p>
<b>89.0</b>	<p><b>Working Capital Capacity</b></p> <p>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.</p>
<b>90.0</b>	<p><b>Providing Plantation of Trees at Project Site and Maintenance of the same Up to Defect Liability Period</b></p> <p>The contractor at his own cost shall plant Trees including Ornamental of height not less than 05 ft. of different varieties at the project site or in any specified area within the radius of 20kms from the project site, if the space is not available at the project site, with the approval of Client / Engineer-In-Charge within 6 months from the handing over of site to the contractor by EPI. The contractor shall maintain the same in healthy condition up to defect liability period. Numbers of trees / plants are given below:</p>

S. No.	Value of the project as per agreement (Rs. In crores)	Number of Trees / Plant of various categories
1	Above Rs.25 crore to 100 crore	5 trees for each Rs.1 Crore value
2	Above Rs.100 crore to 300 crore	500 trees plus 2 trees for each Rs.1 Crore value above Rs.100 Crores
3	Above Rs.300 crore to any value	900 trees plus 1 tree for each Rs.1 Crore value above Rs.300 Crores

**Note:** In case of change in layout / fouling with facilities / structure, the same may be replanted & their survival growth shall be ensured by the contractor.

**91.0 THIRD PARTY SAFETY AUDIT:  
(APPLICABLE FOR PROJECTS VALUING RS. 50 CRORE AND ABOVE)**

An experienced and reputed agency shall be engaged / appointed by the contractor at all the projects valuing Rs.50 crore and above from the agencies approved by EPI for Monitoring & Auditing of Safety measures in the construction work. The scope of work of the agency so engaged shall be as under:

- Safety Audit and Implementation of Safety Measures:** The agency shall conduct periodic / quarterly safety audit of the project site through their own sufficient number of technically qualified and experienced staff (safety officers and steward) or from the appropriate authorities / statutory bodies to ensure that:
  - all safety measures / safety rules are implemented and followed at site.
  - all Personal Protective Equipment (PPE) provided to workers as required under any of the provisions of the Act or the Rules conform to the relevant Indian Standards and to advise all Site Engineers / Section In-Charges / Supervisors to ensure proper use of such PPEs by workers at site.
  - a safe working environment is provided to all workers and supervisory staffs.
  - use of various material, equipments / tools & tackles, storage of various materials, provision of lighting & barricading etc. is done in terms of safety.
  - at each and every level of the project safety has been kept in mind as an integral part of the activities.
  - Keeping the site incident free, without any damage to health, property and environment.
  - Proper housekeeping is maintained at site as the housekeeping is directly connected with safety.
  - Feedback for successful performance is to be developed and is to be submitted to the Engineer-In-Charge on quarterly basis.
- Training**
  - To increase the safety consciousness of the workforce and the supervisory staffs, periodic training and motivation towards safe practices are to be conducted by agency. The training should be of visual i.e. through videos & physical i.e. mock drills etc. The agency will conduct mock drills also.
- Documentation & Record Keeping**
  - Check / update / correct and incorporate standard operation procedures in Safety Manual submitted by deployed agencies.

- The agency shall prepare periodic reports of each site visits, training & mock drill and according instructions are to be issued to contractors through Engineer-In-Charge, EPI.
4. The agency shall liaison with law enforcing bodies, statutory bodies, media / press or any other bodies concerned in case of any untoward incidents. However, statutory payments, if any, shall be paid by deployed main contractor / EPI.

S. No.	Description	Remarks
1. 1.0	Senior Safety Officer (Overall In-charge)	<ul style="list-style-type: none"> <li>• A recognized degree / diploma or equivalent in any branch of engineering or technology; has had practical experience of working in a construction project site in supervisory capacity for a period of not less than 10-15 years;</li> <li>• Possesses a degree or diploma in construction / industrial safety recognized by the Central / State Government.</li> </ul>
2. 2.0	Safety Officer	<ul style="list-style-type: none"> <li>• A recognized degree / diploma or equivalent in any branch of engineering or technology;</li> <li>• has had practical experience of working in a construction project site in supervisory capacity for a period of not less than 5-7 years;</li> <li>• Possesses a degree or diploma in construction / industrial safety recognized by the Central / State Government.</li> </ul>
3. 3.0	Steward	<ul style="list-style-type: none"> <li>• A recognized diploma or equivalent in any branch of engineering or technology;</li> <li>• has had practical experience of working in a construction project site in supervisory capacity for a period of not less than 2-3 years;</li> <li>• Possesses a degree or diploma in construction / industrial safety recognized by the Central / State Government.</li> </ul>

5. The agency shall engage and deploy the qualified and sufficient number of manpower to audit all the safety measures and Workman Safety provisions as per EPI safety guidelines at the site as per following qualifications, however, the decision of Engineer-In-charge in this regard shall be final and binding:

## 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. ( $11\frac{1}{2}$ "") 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 off 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 readymade paint.
  - (b) Suitable face masks should be supplied for use by the workers when paint is applied in the form of spray or a surface having lead paint is dry rubbed and 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.

#### **9.0 An additional clause**

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 this 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.
- 12.0** 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.
- 13.0** 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.
- 14.0** 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.
- 15.0** 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.
- 16.0** 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 sterilized dressings.
    - 2. 3 medium size sterilized dressings.
    - 3. 3 large size sterilized dressings.
    - 4. 3 large sterilized burn dressings.
    - 5. 1 (30 ml.) bottle containing a two per cent alcoholic solution of iodine.
    - 6. 1 (30 ml.) bottle containing salvolatile having the dose and mode of administration indicated on the label.
    - 7. 1 snakebite lancet.
    - 8. 1 (30 gms.) bottle of potassium permanganate crystals.
    - 9. 1 pair scissors.
    - 10. 1 copy of the first-aid leaflet issued by the Director General, Factory Advice Service and Labour Institutes, Government of India.
    - 11. 1 bottle containing 100 tablets (each of 5 gms.) of aspirin.
    - 12. Ointment for burns.
    - 13. A bottle of suitable surgical antiseptic solution.
  - (b) For work places in which the number of contract labour exceed 50. Each first-aid box shall contain the following equipments.
    - 1. 12 small sterilized dressings.
    - 2. 6 medium size sterilized dressings.
    - 3. 6 large size sterilized dressings.
    - 4. 6 large size sterilized burn dressings.
    - 5. 6 (15 gms.) packets sterilized cotton wool.

6. 1 (60 ml.) bottle containing a two per cent alcoholic solution 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
  - (b) Mud Floor and walls
  - (c) 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 aayaa 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 sft) per diner to be accommodated as prescribed in sub-Rule 9.
- (xi)
  - (a) A portion of the dining hall and service counter shall be partitioned off and reserved for women workers in proportion to their number.
  - (b) Washing places for women shall be separate and screened to secure privacy.
- (xii) Sufficient 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 Engineering-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, semi-skilled 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.

- (i) 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

- (ii) 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.
- (iii) 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 Appendix-D.
- (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
  - (vi) 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 in-charge 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 Contract or Name and Address of Unit

Name of Labour Enforcement Officer Address of Labour

Enforcement Officer Date:

Address of Labour Enforcement Officer

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 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 5	

**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-I’

Name and address of contractor

Date of issue

Nature of work with location

Designation

Name of workman

Month / Fortnight

Date	Rate of Wages		Amount
	Morning	Evening	
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			
21			

Date	Rate of Wages		Amount
	Morning	Evening	
22			
23			
24			
25			
26			
27			
28			
29			
30			
31			

Initial.....

Received from..... the sum of Rs..... on account of my wages for  
.....to .....

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 particulars 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 employee's 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 in subordination 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. Drunk-ness fighting riotous or disorderly or indifferent behaviour
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 workplace.
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 with in 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.
21. 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

Date of recovery

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

**FORMX 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 FOR EXTENSION OF TIME**

(To be completed by the Contractor)

**PART – I**

1. Name of Contractor \_\_\_\_\_
2. Name of work as given in 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:

	Letter of Engineer-In-Charge		Extension Granted	
	Letter No.	Date of Letter	Months	Days
a) First extension				
b) 2nd extension				
c) 3rd extension				
d) 4th extension				
Total extension previously given				

9. Reasons for which extension have been previously given (copies of the previous application should be attached)

Period for which extension is applied for:

10. 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	
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	

11. 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-Charge's office.

**SIGNATURE OF CONTRACTOR**

**DATE**

## 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.

SIGNATURTE OF ENGINEER-IN-CHARGE

APPROVAL OF ZONAL HEAD

**PROFORMA 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, is ..... as 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 Engineering Projects (India) Limited

FORMAT

APPENDIX N-1

## BANK GURANTEE 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.....20XX.

For and on behalf of the Bank

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

FORMAT

APPENDIX N-2

## 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 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, ..... (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 Rs..... on demand by EPI.

We the above said Surety Insurer further agree and undertake to pay the said amount of Rs..... 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 Insurance Surety Bond herein contained shall be in full force and in effect until ..... date ..... Unless a demand or claim under this Insurance Surety Bond 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 Rs. 100 / - (Rupees One hundred only)

## 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 Performance Bank Guarantee as herein provided for ₹ [**Amount of Performance Security both in figures and in words**] in lieu of :

- a) The Performance Guarantee 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 EPI 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- performance and / or penalty as assessed by EPI and top 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 midnight 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 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 anyway 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 \_\_\_\_\_ 20XX.

FOR AND ON BEHALF OF BANK

**Appendix N-4**

**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 110003 (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 LOA 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 nonperformance 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 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 Contract 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.
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 midnight 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 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**]

**ATTESTED BY (NOTARY PUBLIC)**

PERFORMA OF BANK GUARANTEE FOR INTEREST BEARING MOBILIZATION ADVANCE  
(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 –110 003

In consideration of the Engineering Projects (India) Ltd., having its Registered Office at Core-3, SCOPE Complex, 7, Institutional Area, Lodhi Road New Delhi –110003 (hereinafter called “EPI” which expression shall unless repugnant to the subject or context include its successor and assigns) having agreed under the terms and conditions of Contract No .....dated ..... made between M/s..... (hereinafter called the “The Supplier / Contractor”) having its Registered Head Office at..... which expression shall unless repugnant to the subject or context include its successors and assigns and EPI in connection with (name of work) (hereinafter called “the said contract”) to make at the request of the Contractor a Mobilization Advance of Rs. ....carrying interest @ ..... % p.a. for utilizing it for the purpose of the Contract on his furnishing a guarantee acceptable to EPI, we the ..... Bank (hereinafter called “The Bank”) which expression shall unless repugnant to the subject or context include its successor and assigns and having our registered office at ..... and branch office at ..... here by unconditionally and irrevocably undertake and guarantee payment to EPI forthwith on the same day on demand in writing and without protest or demur the said advance along with interest as provided according to the terms and conditions of the contract up to and aggregate limit of Rs ..... (Rupees .....only) inclusive of interest @ .....% p.a 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 tenderer 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. EPI shall be the sole judge of and as to whether the amount claimed has fallen due to EPI under the said agreement or whether the said Contractor has not utilized the said advance or any part thereof for the purpose of the Contract and the extent of loss or damage caused to or suffered by EPI on account of the said advance together with interest not being recovered in full and the decision of EPI that the amount has fallen due from’ contractor or the said Contractor has not utilized the said advance or any part thereto for the purpose of the contract and as to the amount or amounts of loss or damage caused to or suffered by EPI shall be final and binding on us.
3. Guarantee herein contained shall remain in full force and effect till EPI certify that the said advance with interest has been fully recovered from the said contractor and accordingly discharges this Guarantee. EPI shall have no claims under this Guarantee unless a notice of the claims under this Guarantee has been served on the Bank within 12 months after the expiry of the said Bank Guarantee in which case the same shall be enforceable 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 the 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. EPI shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee or indemnity from time to time to vary any of the terms and conditions of the said Contract or the advance or to extend time of performance by the said Contractor or to postpone for any time and from time to time of the powers exercisable by it against the said Contractor and either to enforce or forbear from enforcing any of terms and conditions governing the said Contract or the advance 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 reasons of time being given to the said Contractor or any other forbearance, act or omission on the part of EPI or any indulgence by EPI 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 bank from its such liability.
8. It shall not be necessary for EPI to proceed against the Contractor before proceeding against the Bank and Guarantee herein contained shall be enforceable against the Bank notwithstanding any security which EPI may have obtained or obtain from the Contractor or shall at the time when proceedings are taken against the Bank hereunder be outstanding or unrealized.

Not with standing 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.

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

Place: \_\_\_\_\_ Date: \_\_\_\_\_ Witness:

1. \_\_\_\_\_  
\_\_\_\_\_

2. \_\_\_\_\_  
\_\_\_\_\_

**FORM OF EXTENSION OF BANK GUARANTEE**

**(On Non-Judicial stamp paper of same value on which original BG was executed)**

Ref. No.: \_\_\_\_\_

Date:\_\_\_\_\_

To,

Engineering Projects (India) Ltd.  
Core-3, SCOPE Complex,  
7, Institutional Area, Lodhi Road,  
New Delhi –110 003

Dear Sir

Subject: Extension of Bank Guarantee No..... for ..... (indicate value of Bank Guarantee).....favouring yourselves expiring on ..... on account of M/s .....(Name of Contractor / Supplier).....in respect of contract for .....(insert contract name)....., hereafter called original Bank Guarantee)

At the request of M/s ..... , we ..... Bank branch office at ..... and having its Head office at .....do hereby extend our liability under the above mentioned guarantee No. .... dated ..... for a further period of ..... year / months from ..... to expire on .....

Except as provided above, all other terms and conditions of original Bank Guarantee No. ....dated ..... shall remain unaltered and binding.

Please treat this as an integral part of the original Guarantee to which it would be deemed to have been attached.

Signature.....

Name.....

Designation.....

Authorized vide Power of Attorney

No. ....

Dated.....

**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 Acceptance 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 Acceptance 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 Acceptance. 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:

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

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 Acceptance**

2.2 EPI’s detailed Letter of Acceptance No. .... dated..... including Bill of Quantities / Price Quoting Sheet. Agreed time schedule, Contractor’s Organization Chart and list of Plant and Equipments submitted by Contractor.

2.3 Performance 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 Acceptance.

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 Acceptance, 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 Acceptance 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 Acceptance 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 Acceptance.
- 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 Acceptance.
- 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 Acceptance is Rs..... (Rupees in words.....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.
- 2.

For and on behalf of:  
M/s. Engineering Projects (India) Limited  
WITNESS:

- 1.
- 2.

**Undertaking by Contractor to have complied with provisions of Contract Labour (Regulation & Abolition) Act & Rules, EPF and ESI Obligations. (To be submitted along with each RA / Final Bill)**

**(Clause 23.2)**

1. I.....S/o Sh.....  
authorized representative of M/s..... do  
hereby declare and undertake as under:

2. That in the capacity of independent Contractor for M/s Engineering Projects (India) Limited at  
..... I and the sub-contractor engaged by me for the  
above said work, if any, have complied with the provisions of Contract Labour (Regulation &  
Abolition) Act, 1970 by holding a valid license under the Act and Rules thereto. I have paid the  
wages for the month of .....

These wages are not less than the minimum rates applicable to all the employees and no other  
dues are payable to any employee.

3. That I and the sub-contractor engaged by me for the above said work, if any, have covered all  
the eligible employees under Employees Provident Funds and Miscellaneous Provisions Act,  
1952 and the Employees State Insurance Act, 1948 and deposited the Contributions **for the**  
months up to ..... and as such no amount towards EPF / ESI contributions,  
whatsoever is payable, is pending.

4. I, further declare and undertake that in case any liability pertaining to my employees or towards  
employees of the sub-contractor engaged by me for the above said work, if any, arises in  
future, I shall be fully responsible for all consequences. In case any liability is discharged by  
Engineering Projects (India) Limited due to my / my sub-contractor's lapse, I undertake to  
reimburse the same or Engineering Projects (India) Limited is authorized to deduct the same  
from my dues at this Project or at any other Project.

Authorized Signatory  
(Name & Seal of Company)

Date:

Witness:

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

## Appendix-Q

Performa for final completion certificate to be issued by Client / customer (Clause no. 71.4)

Dated \_\_\_\_\_

**TO WHOM IT MAY CONCERN**

This is to certify that M/s Engineering Projects (India) Limited ....., New Delhi-110003 has successfully completed and handed over the work / Project of ..... as per Technical specifications, drawings and meeting norms of contract agreement / MOU. The details of project are given below:-

S. No.	Description	Details
1	Name of Project / Work	
2	Sanction letter / Agreement No. & date	
3	Sanctioned cost	Rs.
4	Actual completion cost	Rs.
5	Date of commencement	
6	Date of completion (Capital work)	
7	Date of completion (Commissioning part)	
8	Performance	Satisfactory / Good / Very Good / Excellent

Signature and stamp of clients

(Name of client)

**DIRECT PAYMENT**

**(This indenture has to be submitted in a stamp paper of appropriate value\* duly notarized)  
As applicable to the State / UTs on the date of issue.)**

**INDEMNITY BOND**

This Indemnity Bond is made on this ..... day of ..... 20XX.

By and Between

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

In favour of Engineering Projects (India) Limited, having its Registered Office at .....(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 ..... (hereinafter referred to as “said work”).

**AND WHEREAS** an agreement dated . ....was thereafter 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.

**IN WITNESS WHEREOF** the Contractor / Indemnifier herein has hereunto set his respective hand and seal on the day, month and year above first written.

Signed Sealed at Delhi and delivered by

Contractor / Indemnifier

Witness

- 1.
- 2.

## Appendix-S

**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 ..... (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 Acceptance / 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.
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 nonobservance 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 misutilised 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.

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)*

Signature .....

Name (Executant) .....

Designation .....

( Authorized representative )

**WITNESS:**

1. Signature .....

Name .....

Address .....

2. Signature .....

Name .....

Address .....

Seal

Format

Appendix – T-1

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

(Judicial stamp paper of appropriate value as per stamp act of respective state)

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 Engineering Projects (India) Limited (A Govt. of India Enterprise), having its registered office at, Core-3, Scope Complex, 7, Institutional 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 referred to as 'the Supplier / Contractor') having its registered office at ..... which expression shall unless repugnant to the the subject or context include its successors and assigns) a Contract in terms inter alia, of EPI Letter No. ....dated.....and the Contract / Purchase Conditions of EPI and upon the condition of the Supplier's / Contractor's furnishing security for the performance of the Supplier's / Contractor's obligations and / or discharge of the Supplier's / Contractor's liability for removal of defects in anti termite treatment under the said contract up to as sum of Rs..... (Rs..... Only)

We, The.....Bank (hereinafter called 'the Bank') which expression shall unless repugnant to the subject of 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 or any and all monies anywise payable by the Supplier / Contractor to EPI under, in respect of or in connection with the said Contract / Sub-Contract inclusive of all EPI's losses and damages and costs, charges and expenses and other moneys 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) 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 the 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, EPI shall have full authority to take recourse or to enforce the 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 effecting 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 of the total Contract Value or to release or to forbear from enforcement of all or any of the condition under the said supply / contract and / or the remedies of EPI under any other security(ies) now or hereafter held by the EPI and no such dealing(s), increase(s) or other indulgence(s) or arrangements with the Supplier / Contractor or releasing or forbearance whatsoever shall have the effect of releasing the bank of the full liability to EPI hereunder or prejudice rights of EPI against the bank.
- 4) The 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 guarantor bank or for any other reason whatsoever and the liability of the guarantor bank hereunder shall not be impaired or discharge by any extension of time or variation or alteration 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 reasons of any dispute or disputes having been raised by the Supplier / Contractor (whether or not pending before any arbitrator, Tribunal or Court) of any denial or liability by the Supplier / Contractor stopping or preventing or purporting to stop or prevent any payment by the Bank to the EPI in terms hereof.
- 7) The amount stated in any notice of demand addressed by EPI to guarantor as liable to be paid to EPI by the Supplier / Contractor or as suffered or incurred by the EPI on account of any losses or damages or 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 maximum of Rs. .... (Rupees..... only).
- 8) Unless a 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 thereunder.

Notwithstanding anything contained herein above, our liability under this guarantee shall be restricted to Rs..... (Rupees..... only) and this guarantee will expire on any claim under this guarantee must be received by us within 12 months after the date of expiry.

For and on behalf of Bank

Place.....

Date.....

Witness 1: .....

Witness 2: .....

**GUARANTEE BOND  
FOR ANTI-TERMITE TREATMENT**

THIS AGREEMENT made is .....day of two Thousand .....between M/s.....  
(hereinafter called the guarantor of the one part and M/s Engineering Projects (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 Engineering Projects (India)  
Limited, 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. ....

Format

Appendix – U1

**PROFORMA FOR 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 Engineering Projects (India) Limited (A Govt. of India Enterprise), having its Registered Office at Core-3, Scope Complex, 7, Institutional 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, the .....Bank (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 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 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 .....* (*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.

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.

**For and on behalf of Bank**

Place

Date

**WITNESS: 1. 2.**

**GUARANTEE BOND**

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

The agreement made this .....day of .....Two thousand and ..... between . (hereinafter called Guarantor of the one part) and the Engineering Projects (India) Limited (hereinafter called the Execution Agency of the other part).

WHEREAS this agreement is supplementary to a contract (hereinafter called the Contract), dated ..... and 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) Alternation 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 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 Engineering Projects (India) Limited by.....

in the presence of :

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

Appendix – V  
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

Appendix - W  
Format  
Annexure- LC-2

**Public Procurement**

**UNDERTAKING**

(To be submitted by bidder on its Company's Letterhead 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

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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**

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## Abbreviations:

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



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## ANNEXURE

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## 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.

## 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.



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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 EPIL & 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**

**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



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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.
- 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.



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- 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.
- 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.



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**(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.



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- 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.
- Energization Report.



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- 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).



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**(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 Cake list as per
- Contract / Client requirements.
- 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.



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- 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.

**(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.



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- 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)
- 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.



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**(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 BILLS:**

- 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.
- 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)**

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**(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.
- 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.



**इंजीनियरिंग प्रोजेक्ट्स (इंडिया) लि.**  
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